NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
Commissioners Courtroom
710 S. Main Street, Georgetown
May 13, 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 – 30)

3. Discuss, consider, and take appropriate action on a line item transfer for District Attorney's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0440.003398	DVD/Video	$4000
To	0100-0440-003010	Computer Equipment	$4000

4. Discuss, consider and take appropriate action on a line item transfer for the District Attorney's Office

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	Non-Departmental/Contingencies	$2,317.22

TO	0100-0440-001109	DistAtty/Cell Phone Stipend	$285.00
TO	0100-0440-001114	DistAtty/Certification Pay	1,588.26
TO	0100-0440-002010	DistAtty/FICA	143.30
TO	0100-0440-002020	DistAtty/Retirement	$300.66

5. 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

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donation	200.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0405.003670	Donation	200.00

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

9. Discuss, consider and take appropriate action to approve waiving penalty and interest to customers as requested by the Tax Assessor/Collector's Office.

10. Discuss, consider and take appropriate action on the appointment of District Judge Terence M. Davis as the Williamson County representative on the Bluebonnet Trails Community Services board of directors effective immediately for a two-year term that begins on February 1, 2025, and ends on January 31, 2027.

11. Discuss, consider and take appropriate action on appointing Jerry Stephens to the Williamson County Historical Commission for a term to expire December 31, 2025.

12. Discuss, consider and take appropriate action on appointing Gena Traylor to the Williamson County Historical Commission for a term to expire December 31, 2025.

13. Discuss, consider, and take appropriate action to approve Justice of the Peace Precinct 2 April 2025 Monthly Report in compliance with Code of Criminal Procedure 103.005.

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

15. Discuss, consider, and take action with a Partner Agreement between Petsmart Charities and the Williamson County Regional Animal Shelter.

16. Discuss, consider, and take appropriate action on approving a Lease Agreement contract #2025206 between Williamson County and Quadient Leasing USA, Inc. for the postage meter at Justice of the Peace Precinct #1, in the amount of $95.93 per month, pursuant to Cooperative Contract BuyBoard #755-24, and authorizing the execution of the agreement.

17. Discuss, consider, and take appropriate action on approving Rental Agreement #2025223 between Williamson County and Pitney Bowes, Inc. for leasing a postage machine for the monthly charge of $401.11 for sixty (60) months pursuant to BuyBoard contract #755-24, and authorizing the execution of the agreement.

18. Discuss, consider and take appropriate action on approval of Addendum No. 1 Contract #2025200 to MSA with ComplianceLine LLC dba Ethico for ComplianceLine Sanction Checks for Emergency Medical Services, in the amount of $2,500.00 and authorize execution of this agreement.

19. Discuss, consider, and take appropriate action on approving the Purchase #2025219 between Williamson County and Galls, LLC for the amount of $79,020.60, pursuant to BuyBoard contract #670-22, and authorizing the execution of the Purchase.

20. Discuss, consider, and take appropriate action on approving the purchase #2025222 between Williamson County and Dana Safety Supply, Inc. for new Body Armor, stand-alone plates, the amount of $89,971.25 pursuant to TIPS contract #240102, and authorizing the execution of the purchase.

21. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Construction Manager At Risk (CMAR) for Williamson County Regional Animal Shelter (WCRAS) Building Addition, under RFP #25RFP52, funding source P#TBD.

22. Receive and acknowledge approval of Change Order Number 2 from The Brandt Companies, LLC for the Lake Creek Annex Cooling Tower Refresh Project for additional funds and time extension, 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. Government Code Sec. 262.031.

23. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Architect/Engineering Services for Design of WCRAS Building Addition, under #25RFSQ51, funding source P#TBD.

24. Discuss, consider, and take appropriate action on awarding RFSQ #24RFSQ53 to Lentz Engineering, LLC for the Cedar Park Annex ADA Parking Upgrades, in the amount of Forty-Nine Thousand Seven Hundred and No/100 Dollars ($49,700.00) and authorize the execution of the agreement.

25. Discuss, consider, and take appropriate action on approving the Construction Service Agreement No. 2025228 between Williamson County and Flooring Solutions, Inc for Central Maintenance Facility Flooring Replacement in the not-to-exceed amount of Sixty-Three Thousand Four Hundred Eighty-Seven Dollars ($63,487.00) pursuant to Sourcewell's Cooperative Contract #061323-MCD and #061323-TFU and authorize execution of the agreement.

26. Discuss, consider, and take appropriate action on authorizing an Agreement for Construction Services No. 2025227 with Mayans Concrete, LLC for Central Maintenance Facility – Electrical Panel Bollards, in the amount of Four Thousand Dollars ($4,000) and authorize the execution of the agreement.

27. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 2 under Williamson County Contract between Walker Texas Surveyors, Inc. and Williamson County dated March 19, 2024 for CR 201 (CR 200 to Umbrella Sky). Funding source: P499.

28. Discuss, consider, and take appropriate action on Supplement No. 3 to Work Authorization No. 2 to the RM 2243 contract executed on January 14, 2020, between Williamson County and BGE, Inc. relating to the 2019 Road Bond Program.
Project: P326 Fund Source: Road Bonds

29. Discuss, consider, and take appropriate action on CR 111 Work Authorization No. 3 to the Road and Bridge On-Call Surveying Services executed on May 9, 2024, between Williamson County and McGray & McGray Land Surveyors, Inc. relating to the 2019 Road Bond Program. Project: P292 Fund Source: Road Bonds

30. Discuss, consider, and take appropriate action on Supplemental No. 1 to Work Authorization No. 1 to the Ronald Reagan Boulevard (Segment C2) contract executed on March 19, 2024, between Williamson County and Volkert, Inc. relating to the 2023 Road Bond Program. Project: P672 Fund Source: Road Bonds

REGULAR AGENDA

31. Discuss, consider and take appropriate action on a Proclamation recognizing May 11-17, 2025 as National Police Week.

32. Discuss, consider, and take appropriate action on a proclamation designating May 2025 as Asian American and Pacific Islander Heritage Month in Williamson County.

33. Discuss, consider, and take appropriate action on a proclamation naming the month of May as "Mental Health Awareness Month".

34. Discuss, consider and take appropriate action on an update from Bluebonnet Trails Community Services (BTCS) on mental health programs, resources and services available in Williamson County.

35. Hear a presentation on the Williamson County Park Department Learn-to-Fish event held at the Regional Park.

36. Discuss, consider and take appropriate action on a presentation from the Williamson County Historical Commission illustrating the past year's initiatives.

37. Discuss, consider, and take appropriate action to appoint John Gonzales, Director of EMS Emergency Medical Services, to serve as a voting Benefit Committee member.

38. Discuss, consider, and take appropriate action on a Reimbursement Agreement by and among the Williamson Central Appraisal District, the City of Round Rock, Texas, and Williamson County, Texas in relation to funding of litigation costs for that certain lawsuit, Lakeside Apartments Round Rock, TX, LLC et al. v. WCAD; No. 24-2170-C395, pending in the District Court of Williamson County, Texas.

39. Discuss, consider and take appropriate action on approving a Letter of Support for the continuance of the Texas Veterans Commission Financial Assistance Grant.

40. Discuss, consider, and take appropriate action on amending the Interlocal Agreement for Fire Code review and enforcement between Williamson County Emergency Services District No. 9 and Williamson County.

41. Discuss, consider and take appropriate action on approving an Authorized Use Agreement between Williamson County and The Lovely Works, LLC for a commercial photo shoot at Southwest Williamson County Regional Park.

42. Discuss, consider, and take appropriate action on the approval of a Services and Goods Contract #2025216, between Williamson County and Data Projections, Inc. for ESOC Audio-Visual Upgrade Phase II in the amount of $260,712.86 pursuant to Cooperative TIPS Contract #230105 and authorize execution of the agreement, funding source is P603.

43. Discuss, consider, and take appropriate action on approving Purchase #2025224 between Williamson County and NETSYNC for networking equipment for the new CAD (911) project in the total amount of $168,635.92 pursuant to DIR contract #DIR-CPO-5347, funding source is P604.

44. Discuss, consider and take appropriate action on a Bus Use Agreement with Georgetown Independent School District, on behalf of the Williamson County Sheriff's Office, to formalize using buses to transport the Junior Deputy Academy participants for field day activities.

45. Discuss, consider, and take appropriate action on approving a 2019 Park Bond Transfer to move $24,257.30 from P550 (non-departmental) to P559 (Berry Springs Amenities).

46. Discuss, consider, and take appropriate action on approving a 2019 Road Bond transfer to move $200,000 from P399 (2019 Road Bond Non-Departmental) to P307 (C Bud Stockton Loop Extension).

47. Consideration and action with respect to "Order Authorizing the Issuance of Williamson County, Texas Unlimited Tax Road Bonds in One or More Series; Levying an Ad Valorem Tax in Support of the Bonds; Approving Paying Agent/Registrar Agreements, Official Statements and Purchase Agreements; Establishing the Procedures for Selling and Delivering One or More Series of the Bonds; and Authorizing Other Matters Relating to the Bonds"

48. Consideration and action with respect to "Order Authorizing the Issuance of Williamson County, Texas Limited Tax Park Bonds in One or More Series; Levying an Ad Valorem Tax in Support of the Bonds; Approving the Forms of Paying Agent/Registrar Agreements and Purchase Agreements; Establishing the Procedures for Selling and Delivering One or More Series of the Bonds; and Authorizing Other Matters Relating to the Bonds"

49. Consideration and action with respect to "Order Authorizing the Issuance of Williamson County, Texas Limited Tax Notes in One or More Series; Levying an Ad Valorem Tax in Support of the Bonds; Approving Paying Agent/Registrar Agreements, Official Statements and Purchase Agreements; Establishing the Procedures for Selling and Delivering One or More Series of the Notes; and Authorizing Other Matters Relating to the Notes"

50. Consideration and action with Respect to "Order Authorizing the Issuance of Williamson County, Texas Limited Tax Refunding Bonds in One or More Series; Levying an Ad Valorem Tax in Support of the Bonds; Approving the Forms of Paying Agent/Registrar Agreements, the Forms of Purchase Agreements and Escrow Agreements; Establishing the Procedures for Selling and Delivering One or More Series of the Bonds; and Authorizing Other Matters Relating to the Bonds."

51. Discuss, consider, and take appropriate action on a Second Amendment and Restatement of the Williamson County Regional Animal Shelter Agreement.

52. Discuss, consider, and take appropriate action on an Agreement Regarding Expansion Construction and Joint Use of the Williamson County Regional Animal Shelter between Williamson County, Texas and the City of Georgetown, Texas.

53. Discuss, consider, and take appropriate action on Animal Shelter Lease Agreement between Williamson County, Texas and the City of Georgetown, Texas relating to the Williamson County Regional Animal Shelter's use of the City of Georgetown's existing Animal Shelter during construction of the expansion of the Williamson County Regional Animal Shelter.

54. Discuss, consider, and take appropriate action to approve an addendum to MSA #202375 previously approved by the Commissioners Court on January 10, 2023 (Agenda Item #22), to add the Mobile Checkout feature to the PetPoint Enterprise Advantage system, in partnership with Animal Balance, for use by the Animal Shelter, and authorizing the execution of the addendum.

55. Discuss, consider, and take appropriate action on Amendment No. 2 to the Supplemental Agreement for Design and Engineering Services between Williamson County and Parkhill, Smith & Cooper being dated March 19th, 2024 related to the Exposition Center - West Arena New.

56. Discuss, consider, and take appropriate action to approve the submittal of the SH 195 (remaining 3 ramps) for a potential earmark funding. The anticipated construction cost is $16.5M and the amount of the funding request is $10M.

57. Discuss, consider and take appropriate action on Work Authorization No 6 in the amount of $367,675.00 to expire on March 31, 2026 under Williamson County Contract for Engineering Services between KC Engineering, Inc. and Williamson County dated May 31, 2022 for the Larkspur Park Blvd. Project. Funding source: P706.

58. Discuss, consider, and take appropriate action on a Consent and Development Agreement between Williamson County, GRBK Edgewood LLC and the proposed Rivina Municipal Utility District of Williamson County.

59. Discuss, consider, and take appropriate action regarding the Standard Utility Agreement with Granger for utility relocations on the FM 971 Project, a 2023 Road Bond Project in Commissioner Precinct 4. Project: P688 Fund Source: Road Bond

60. Discuss, consider, and take appropriate action regarding the Discretionary Service Agreement with Oncor for utility relocations on the CR 110 North Project, a 2023 Road Bond Project in Commissioner Precinct 4. Project: P695 Fund Source: Road Bond

61. Discuss, consider, and take appropriate action regarding the Standard Utility Agreement with PEC for utility relocations on the Liberty Hill Bypass (Segment 2) Project, a 2019 Road Bond Project in Commissioner Precinct 2. Project: P346 Fund Source: Road Bond

62. Discuss, consider, and take appropriate action on Contract Amendment No. 2 and Supplemental No. 2 to Work Authorization No. 2 to the North Barker Street contract executed March 19, 2024, between Williamson County and Johnson, Mirmiran & Thompson, Inc. (JMT) relating to the 2023 Road Bond Program. Project: P689 Fund Source: Road Bonds.

63. Discuss, consider, and take appropriate action on Contract Amendment No. 1 to the Liberty Hill Bypass West (Segment 1) contract executed March 19, 2024, between Williamson County and HDR Engineering, Inc. relating to the 2023 Road Bond Program. Project: P662 Fund Source: Road Bonds

64. Discuss, consider, and take appropriate action on Work Authorization No. 1 to the Robinson Ranch Road contract executed on February 12, 2025, between Williamson County and HDR Engineering, Inc. relating to the 2023 Road Bond Program. Project: P338 Fund Source: Road Bonds

65. Discuss, consider and take appropriate action on a real estate contract with Katherine E. Cramer a/k/a Katherine E. Wampler to acquire 0.0519 AC required as right of way on the E. Wilco Highway Segment 5 project (Parcel 93). Funding Source: Bonds P360

66. Discuss, consider and take appropriate action on an Agreed Final Judgment with Elsa Moore a/k/a Elsa Janne Lutz Moore to acquire a 5.012 AC tract related to the right of way acquisition on the Hero Way project (Parcel 205.2). Funding Source: LTP P457

67. Discuss, consider and take appropriate action on a Local On-System Agreement with TxDOT described as a Local On-System Project Improvement Agreement with TxDOT, which project is generally described as design and construction of drainage improvements to modify bridge end from concrete slope to wall to improve the drainage channel on FM 734 at Rattan Creek in Williamson County, Texas. Funding Source: Bonds P627

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)."

68. 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.
dd) Discuss acquisition of real property in downtown Georgetown.

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.

69. 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

70. 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.: 451-2025-02018; 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 Williamson County ESD No. 9 SUT Election 2024.
8. Legal matters relating to environmental and On-Site Sewage Facility (OSSF) regulation and enforcement.

71. Discuss security assessments or deployments relating to information resources technology; network security information as described by Texas Gov't Code Section 2059.055(b); and/or (3) the deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices. (Executive Session as per Texas Gov't. Code § 551.089).

REGULAR AGENDA (continued)

72. 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
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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
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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
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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.: 451-2025-02018; 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 Williamson County ESD No. 9 SUT Election 2024.

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

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

74. Comments from Commissioners.

75. 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.

_____

Steven Snell, County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 9th day of May 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: 05/13/2025

Line Item Transfer

Submitted By: Grace Frias, District Attorney

Department: District Attorney

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for District Attorney's Office.

Background

We are requesting a transfer of $4000 into line item 0100-0440-003010 (computer equipment) because this budget line item has been depleted and we need an additional $4000 to cover the rest of the expenses that will be incurred for this fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0440.003398	DVD/Video	$4000
To	0100-0440-003010	Computer Equipment	$4000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/06/2025 05:26 PM
Budget Office	Saira Hernandez	05/08/2025 12:15 PM
Form Started By: Grace Frias		Started On: 04/29/2025 03:50 PM
Final Approval Date: 05/08/2025		

Commissioners Court - Regular Session **4.**

Meeting Date: 05/13/2025

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 the District Attorney's Office

Background

During the FY25 budget process, a new Investigator position was recommended for the District Attorney's Office. In using the new budget software for the first time, the certification pay and cell phone stipend was inadvertently left out. This transfer will cover funds needed to pay these items through the end of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	Non-Departmental/Contingencies	$2,317.22
TO	0100-0440-001109	DistAtty/Cell Phone Stipend	$285.00
TO	0100-0440-001114	DistAtty/Certification Pay	1,588.26
TO	0100-0440-002010	DistAtty/FICA	143.30
TO	0100-0440-002020	DistAtty/Retirement	$300.66

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/07/2025 07:53 PM
Form Started By: Ashlie Holladay		Started On: 05/07/2025 07:19 PM
Final Approval Date: 05/07/2025		

Commissioners Court - Regular Session **5.**

Meeting Date: 05/13/2025

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 vehicle repairs. Due to older ambulances with higher mileage and continued 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	05/07/2025 05:18 PM
Budget Office	Saira Hernandez	05/08/2025 07:44 AM
Form Started By: John Gonzales		Started On: 05/07/2025 03:46 PM
Final Approval Date: 05/08/2025		

Commissioners Court - Regular Session **6.**

Meeting Date: 05/13/2025

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 donation.

Background

J. Kerns donated $200.00 for Veterans donation. Reference Receipt #143084

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donation	200.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/07/2025 06:15 PM
Form Started By: Erin Bussart		Started On: 05/07/2025 01:37 PM
Final Approval Date: 05/07/2025		

Commissioners Court - Regular Session **7.**

Meeting Date: 05/13/2025

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 donation.

Background

J. Kerns donated $200.00 for Veterans donation. Reference Receipt #143084

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0405.003670	Donation	200.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/07/2025 06:17 PM
Form Started By: Erin Bussart		Started On: 05/07/2025 01:44 PM
Final Approval Date: 05/07/2025		

Commissioners Court - Regular Session **8.**

Meeting Date: 05/13/2025

Compensation Items

Submitted By: Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Merit Report

Merit LIT

Position Changes

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Allen Frederick	05/07/2025 02:41 PM
County Judge Exec Asst.	Andrea Schiele	05/07/2025 06:11 PM
Form Started By: Kayla Marek		Started On: 05/07/2025 12:51 PM
Final Approval Date: 05/07/2025		

Organization	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit %	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
Animal Services	Veterinarian.1886.001100.	17002	$141,398.40	$4,241.95	3.00	$145,640.35	-	MERIT	23-May-25
Animal Services	Animal Health Technician.0215.001100.	17118	$44,907.20	$898.14	2.00	$45,805.34	-	MERIT	23-May-25
Unified Road Systems	Administrative Spec III.1586.001100.	16570	$49,660.85	$993.22	2.00	$50,654.07	-	MERIT	23-May-25

				(TO)	(FROM)
entity	**fund**	**dept**	**object**	**dr**	**cr**
01	0545	0545	001100	4,010.42	
01	0545	0545	001130		4,010.42
01	0546	0546	001100	231.53	
01	0546	0546	001130		231.53
01	0545	0545	001100	898.14	
01	0545	0545	001130		898.14
01	0200	0210	001100	993.22	
01	0200	0210	001130		993.22

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
0587 Wireless Communication	0090	Vacant	N/A	N/A	$57,788.31	$55,870.37	$1,917.94	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCN 0090 to PCN 0950.	5/23/2025
0587 Wireless Communication	0950	Vacant	N/A	N/A	$83,922.49	$85,840.43	N/A	$1,917.94	Reallocation of position budget as allowed by policy. Surplus salary from PCN 0090 to PCN 0950.	5/23/2025

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

Commissioners Court - Regular Session **9.**

Meeting Date: 05/13/2025

Waiver of Penalty and Interest

Submitted For: Larry Gaddes

Submitted By: Mary Greenway, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve waiving penalty and interest to customers as requested by the Tax Assessor/Collector's Office.

Background

Waivers of penalty and interest may or shall be granted by the governing body of the taxing unit according to the provisions provided by Section 33.011 of the Texas Property Tax Code.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Waiver of P & I

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/06/2025 05:45 PM
Form Started By: Mary Greenway		Started On: 05/02/2025 03:00 PM
Final Approval Date: 05/06/2025		

Williamson County Tax Office
Tax Assessor/Collector
Larry Gaddes PCAC, CTA

Waiver Requests for 2024 Penalty & Interest

April 1, 2025

Waivers of penalty and interest may or shall be granted by the governing body of the taxing unit according to the provisions provided by Section 33.011 of the Texas Property Tax Code. The requests included within have been reviewed by the Williamson County Tax Assessor/Collector's Waiver Review Committee. The Review Committee has determined the request meet the requirements of Section 33.011 and are being presented to Williamson County Commissioners Court for approval.

Property ID#	Name	P&I Amount	Relevant Code	Reason
R548340	Golden Turtle Investments	$5,856.97	33.011(h)	Electronic Payment Error
R083012	Laura Carter	$443.43	33.011(h)	Electronic Payment Error
R306046	Matthew Von Behren	$94.59	33.011(h)	Electronic Payment Error
R529441	Vincent Bezzina	$1,786.72	33.011(h)	Electronic Payment Error
R071050	Craig Barber	$358.93	33.011(j)	USPS Error
R579859	Gerald Scott	$788.49	33.011(a)(1)	WCAD Clerical Error
R314010	Javier & Irma Ortega	$665.13	33.011(h)	Electronic Payment Error
R050111	William Hastings	$221.65	33.011(h)	Electronic Payment Error
R649950	Hawa A N'Gaojia	$67.99	33.011(a)(1)	WCAD Clerical Error

Approved by Commissioner Court/Date

Williamson County TAC / Date

Commissioners Court - Regular Session **10.**

Meeting Date: 05/13/2025

Bluebonnet Trails Board Appointment

Submitted For: Cynthia Long **Submitted By:** Pierce Kathy, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the appointment of District Judge Terence M. Davis as the Williamson County representative on the Bluebonnet Trails Community Services board of directors effective immediately for a two-year term that begins on February 1, 2025, and ends on January 31, 2027.

Background

In September 2024, the Honorable Terence M. Davis was appointed by Governor Greg Abbott as the presiding Judge of the 480th District Court. Prior to his appointment, Judge Davis handled civil litigation, including personal injury, products liability, and contract law. Judge Davis began his legal career as an associate with Fulbright & Jaworski, LLP in San Antonio. He founded the Davis Law Firm in 2009, where he primarily handled family law matters. In 2014, Judge Davis became board certified in family law by the Texas Board of Legal Specialization.

As an undergraduate, Judge Davis earned a Bachelor of Science in Criminal Justice from Texas State University. He then received his law degree from St. Mary's Law School, where he graduated with honors. He is a member of the State Bar of Texas and its Family Law Section, member, former president, and former board member of the Williamson County Bar Association, founding member of the Williamson County American Inn of Court, and co-founder of the Christian Legal Society of Williamson County. Additionally, he is a board member of Journey Bible Fellowship Church and former president and former board member of the Block House Municipal Utility District.

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	05/07/2025 12:19 PM
Form Started By: Pierce Kathy		Started On: 01/23/2025 03:10 PM
Final Approval Date: 05/07/2025		

Commissioners Court - Regular Session **11.**

Meeting Date: 05/13/2025

Historical Commission

Submitted For: Valerie Covey **Submitted By:** Rachel Rull, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on appointing Jerry Stephens to the Williamson County Historical Commission for a term to expire December 31, 2025.

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	05/08/2025 01:11 PM
Form Started By: Rachel Rull		Started On: 05/08/2025 10:51 AM
Final Approval Date: 05/08/2025		

Commissioners Court - Regular Session **12.**

Meeting Date: 05/13/2025

WCHC

Submitted For: Valerie Covey **Submitted By:** Rachel Rull, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on appointing Gena Traylor to the Williamson County Historical Commission for a term to expire December 31, 2025.

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	05/08/2025 01:08 PM
Form Started By: Rachel Rull		Started On: 05/07/2025 04:02 PM
Final Approval Date: 05/08/2025		

Commissioners Court - Regular Session **13.**

Meeting Date: 05/13/2025

April Monthly Report

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

Department: J.P. Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to approve Justice of the Peace Precinct 2 April 2025 Monthly Report in compliance with Code of Criminal Procedure 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2025 April CCP 103 Report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/06/2025 05:30 PM
Form Started By: Melissa East		Started On: 05/06/2025 08:54 AM
Final Approval Date: 05/06/2025		

Affidavit

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Angela Williams, Justice of the Peace, Precinct 2, Williamson County, who on her oath, stated that the attached report of monies collected is a true and correct report for the month of APRIL 2025.

ANGELA WILLIAMS
JUSTICE OF THE PEACE
WILLIAMSON COUNTY PRECINCT 2

JUSTICE OF THE PEACE PCT. 2 WILLIAMSON COUNTY, TEXAS

On this 5th day of May 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
MELISSA EAST
My Notary ID # 128012229
Expires December 8, 2025

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Deposit Date: **04/01/2025 - 04/30/2025** Case Categories: **Criminal; Civil**
Locations: **JP2**

Fee Code Summary									
Code Word	**Description**	**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
2020AFC3	Arrest Fee - Constable 3 CCP 102.011(a)(e), 102.011(e)	5.00	1	0.00	0	0.00	0	5.00	1
2020AFC4	Arrest Fee - Constable 4 CCP 102.011(a)(1), 102.011(e)	168.66	35	0.00	0	0.00	0	168.66	35
2020AFCOM	Arrest Fee-TX Comp of Pub. Accts CCP 102. 011(a)(1),102.011e	10.00	2	0.00	0	0.00	0	10.00	2
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	582.07	122	0.00	0	0.00	0	582.07	122
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	433.65	95	3.09	1	0.00	0	436.74	96
2020AHLHIS	Arrest Fee - Liberty Hill ISD CCP 102.011(a)(1), 102.011(e)	80.00	16	0.00	0	0.00	0	80.00	16
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	15,863.84	271	38.27	1	0.00	0	15,902.11	272
2020CDF	Compliance Dismissal Fine	230.00	23	0.00	0	0.00	0	230.00	23
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	390.97	41	0.00	0	0.00	0	390.97	41
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	3,638.14	275	8.64	1	0.00	0	3,646.78	276
2020LTF	Local Traffic Fine (TC 542.403)	354.41	126	0.00	0	0.00	0	354.41	126
2020STF	State Traffic Fine (TC 542.4031)	5,906.82	126	0.00	0	0.00	0	5,906.82	126
2020TPF	Time Payment Fee CCP 102.030	803.11	64	0.00	0	0.00	0	803.11	64
2020WFC2	Warrant Fee - Const Pct 2 CCP 102.011(a)(2), 102.011(e)	850.00	15	0.00	0	0.00	0	850.00	15
2020WFC4	Warrant Fee - Const Pct 4 CCP 102.011(a)(2), 102.011(e)	100.00	2	0.00	0	0.00	0	100.00	2
2020WFWCSO	Warrant Fee Sheriff's Office CCP 102.011(a)(2). 102.011(e)	150.00	3	0.00	0	0.00	0	150.00	3
AB	Abstract	5.00	1	0.00	0	0.00	0	5.00	1
CB	Cash Bond	1,700.00	6	0.00	0	(250.00)	1	1,450.00	7
CC	Certified Copies	7.00	1	0.00	0	0.00	0	7.00	1
CCB	Civil Cash Bond	1,000.00	1	0.00	0	0.00	0	1,000.00	1
CCOP	Civil Copies	28.25	25	0.00	0	0.00	0	28.25	25
CERT	Certified Copy	11.00	5	0.00	0	0.00	0	11.00	5
CFINE	County Fine	25,077.00	202	0.00	0	0.00	0	25,077.00	202
COLLFEE	Collection Agency Fee	1,578.28	19	0.00	0	0.00	0	1,578.28	19
CONT2	Constable Service Fee Pct #2	6,000.00	58	0.00	0	0.00	0	6,000.00	58
COPIES	Copies	4.00	1	0.00	0	0.00	0	4.00	1

Payment Report - Fee Code Summary

Deposit Date: **04/01/2025 - 04/30/2025** Case Categories: **Criminal; Civil**
Locations: **JP2**

Fee Code Summary									
Code Word	**Description**	**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
CSFF	Child Safety Fee (CCP 102.014(d))	60.00	3	0.00	0	0.00	0	60.00	3
DDF	Deferred Disposition Fee	1,541.00	28	200.00	1	0.00	0	1,741.00	29
FNTC1	Child Safety Seat Fine Trauma Center	150.00	3	0.00	0	0.00	0	150.00	3
JURY	Jury Fee	44.00	2	0.00	0	0.00	0	44.00	2
LT10	Overpayments < $10	0.15	1	0.00	0	0.00	0	0.15	1
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,890.00	378	0.00	0	0.00	0	1,890.00	378
SB41JCSF	Justice Court Support Fund	9,450.00	378	0.00	0	0.00	0	9,450.00	378
SB41LAF	Language Access Fund - LGC 135.155	1,134.00	378	0.00	0	0.00	0	1,134.00	378
SB41SCF	State Consolidated Fee	420.00	20	0.00	0	0.00	0	420.00	20
SCH	School District Fine	25.00	1	0.00	0	0.00	0	25.00	1
TCCF	Truant Conduct Contempt Fine - Child	175.00	6	0.00	0	0.00	0	175.00	6
WEXEC	Writ of Execution	10.00	2	0.00	0	0.00	0	10.00	2
WPOSS	Writ of Possession	50.00	10	0.00	0	0.00	0	50.00	10
WSF2	Constable #2 - Writ Service Fee	2,200.00	11	0.00	0	0.00	0	2,200.00	11
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		82,126.35	2,757	250.00	4	(250.00)	1	82,126.35	2,762

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Deposit Date: **04/01/2025 - 04/30/2025** Case Categories: **Criminal; Civil**
Locations: **JP2**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-2-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	1,578.28
01-0100-0000-207034 - JP2 Cash Bonds	L-004-2-01-0100-0000-207034: 01-0100-0000-207034 - JP2 Cash Bonds	1,000.00
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-2-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	25.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-2-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	150.00
01-0100-0000-341802 - FEES OF OFFICE, JP PCT-2	L-004-2-01-0100-0000-341802: 01-0100-0000-341802 - FEES OF OFFICE, JP PCT #2	12,902.37
01-0100-0000-341902 - CIVIL FEES/OFFICE, CONST 2	L-004-2-01-0100-0000-341902: 01-0100-0000-341902 - Fees of Office, Const. PCT #2	8,200.00
01-0100-0000-341912 - CRIMINAL FEES/OFFICE, CONST 2	L-004-2-01-0100-0000-341912: 01-0100-0000-341912 - Fees of Office, Crim. Const PCT #2	850.00
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-2-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	5.00
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-2-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	268.66
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-2-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	803.11
01-0100-0000-351302 - FINES, JP PCT-2	L-004-2-01-0100-0000-351302: 01-0100-0000-351302 - FINES, JP PCT #2	25,252.00
01-0100-0000-365103 Language Access Fund	L-004-2-01-0100-0000-365103: Language Access Fund	1,134.00
01-0100-0000-370500 - Miscellaneous Revenue	L-004-2-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	0.15
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-2-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC - Misd C	3,646.78
	0100 - General Fund Total:	**55,815.35**
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-2-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	1,890.00
	0370 - Alternate Dispute Resolution Fund Total:	**1,890.00**
0399 - State Agency Fund		
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-2-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3)	15,902.11
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	420.00
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-2-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	592.07
01-0399-0000-208426 - State Traffic Fine Due to State 2020	L-004-2-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	5,906.82
01-0399-0000-208720 - SEATBELT FINES	L-004-2-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	150.00
	0399 - State Agency Fund Total:	**22,971.00**
JP BOND		
01-0100-0000-207034 - JP2 Bond Liability Account	L-004-2-02-00002: JP2 Registry Bond Account Liability	1,450.00
	JP BOND Total:	**1,450.00**
	Fee Totals for All Funds:	**82,126.35**

Commissioners Court - Regular Session **14.**

Meeting Date: 05/13/2025

Justice of the Peace 4 April 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, April 2025 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP4 EOM APR 2025

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/08/2025 10:49 AM
Form Started By: Veronica Bolander		Started On: 05/08/2025 10:09 AM
Final Approval Date: 05/08/2025		

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 April 2025.

RHONDA REDDEN
JUSTICE OF THE PEACE
PRECINCT FOUR

This 8th day of May 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: **04/01/2025 - 04/30/2025** Case Categories: **Civil; Criminal**
Locations: **JP4** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

Final Totals		Fee Totals	Transaction Totals
Total Payments		**133,983.28**	**133,983.28**
Total Adjustments Impacting Payments		**0.00**	**0.00**
Final Fee Code Totals		**133,983.28**	**133,983.28**
Tender Method Summary			
Tender Types	Cash	9,579.54	9,579.54
	Cashier's Check	500.50	500.50
	Certified Payments Credit Card	66,948.51	66,948.51
	Check	2,781.00	2,781.00
	Credit Card	31,950.03	31,950.03
	E-File Credit Card	21,240.50	21,240.50
	Money Order	983.20	983.20

Detailed report is available through the Auditor's Office.

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Deposit Date: **04/01/2025 - 04/30/2025** 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		
01-0100-0000-207008 - JP 4-CASH BONDS	L-004-4-01-0100-0000-207008: 01-0100-0000-207008 - JP4 Cash Bonds	1,000.00
01-0100-0000-207017 - Collections Agency Fee	L-004-4-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	2,292.84
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	374.85
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-4-01-0100-0000-209700: 01-0100-0000-209700 - JP Courts Refunds	50.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-4-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	68.80
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	16,544.60
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	13,160.00
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	829.75
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	1,197.11
01-0100-0000-351304 - FINES, JP PCT-4	L-004-4-01-0100-0000-351304: 01-0100-0000-351304 - FINES, JP PCT #4	55,826.00
01-0100-0000-365103 Language Access Fund	L-004-4-01-0100-0000-365103: 01-0100-0000-365103 - Language Access Fund	1,236.00
01-0100-0000-370500 - Miscellaneous Revenue	L-004-4-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	0.01
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	5,575.56
	0100 - General Fund Total:	**98,155.52**
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	8.95
	0361 - JP Security Fund Total:	**8.95**
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-4-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	50.00
	0365 - Child Safety Fund Total:	**50.00**
0369 - JP-4 Truancy Program Fund		
01-0369-0000-342190 - Youth Diversion Program (HB 3186)	L-004-4-01-0369-0000-342190: 01-0369-0000-342190 - Youth Diversion Program (HB 3186)	400.00
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	11.19
	0369 - JP-4 Truancy Program Fund Total:	**411.19**
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	2,060.00
	0370 - Alternate Dispute Resolution Fund Total:	**2,060.00**

Payment Report - G/L and Fund Summary

Deposit Date: **04/01/2025 - 04/30/2025** Case Categories: **Civil; Criminal**
Locations: **JP4** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0372 - Justice Court Technology Fund		
01-0372-0000-341144 - JP 4 TECHNOLOGY FEES	L-004-4-01-0372-0000-341144: 01-0372-0000-341144 - JP #4 TECHNOLOGY FEES	8.95
	0372 - Justice Court Technology Fund Total:	**8.95**
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	4.48
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-4-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	89.53
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	24,553.65
01-0399-0000-208181 - State Consolidated Fee	L-004-4-01-0399-0000-208181: 01-0399-0000-208181 - State Consolidated Fee	651.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-4-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	8.95
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-4-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	13.43
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	489.76
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-4-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.22
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	6,484.07
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-4-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	4.48
01-0399-0000-208720 - SEATBELT FINES	L-004-4-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	174.00
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-4-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	815.10
	0399 - State Agency Fund Total:	**33,288.67**
	Fee Totals for All Funds:	**133,983.28**

Payment Report - Fee Code Summary

Deposit Date: **04/01/2025 - 04/30/2025** 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)	55.89	14	0.00	0	0.00	0	55.89	14
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	428.46	106	0.00	0	0.00	0	428.46	106
2020AFJISD	Arrest Fee - Jarrell ISD PD CCP 102.011(a)(1), 102.011(e)	60.43	15	0.00	0	0.00	0	60.43	15
2020AFPW	Arrest Fee - TX P&W CCP 102.011(a)(1), 102. 011(e)	56.30	12	0.00	0	0.00	0	56.30	12
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	1,363.98	327	0.00	0	0.00	0	1,363.98	327
2020AFTPD	Arrest Fee - Thrall PD 102.011(a)(1), 102.011(e)	5.00	1	0.00	0	0.00	0	5.00	1
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	24,553.65	477	0.00	0	0.00	0	24,553.65	477
2020CDF	Compliance Dismissal Fine	220.00	22	0.00	0	0.00	0	220.00	22
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	283.50	32	0.00	0	0.00	0	283.50	32
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	5,575.56	480	0.00	0	0.00	0	5,575.56	480
2020LTF	Local Traffic Fine (TC 542.403)	388.29	159	0.00	0	0.00	0	388.29	159
2020STF	State Traffic Fine (TC 542.4031)	6,472.16	159	0.00	0	0.00	0	6,472.16	159
2020TPF	Time Payment Fee CCP 102.030	1,197.11	118	0.00	0	0.00	0	1,197.11	118
2020WFC4	Warrant Fee - Const Pct 4 CCP 102.011(a)(2), 102.011(e)	605.80	14	0.00	0	0.00	0	605.80	14
2020WFHPD	Warrant Fee - Hutto PD CCP 102.011(a)(2), 102.011(e)	100.00	2	0.00	0	0.00	0	100.00	2
2020WFTHPD	Warrant Fee - Thrall PD CCP 102. 011(a)(2),102.011(e)	100.00	4	0.00	0	0.00	0	100.00	4
2020WFWCSO	Warrant Fee Sheriff's Office CCP 102.011(a)(2). 102.011(e)	68.80	2	0.00	0	0.00	0	68.80	2
AB	Abstract	15.00	3	0.00	0	0.00	0	15.00	3
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)	6.19	2	0.00	0	0.00	0	6.19	2
CB	Cash Bond	1,000.00	2	0.00	0	0.00	0	1,000.00	2
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	89.53	3	0.00	0	0.00	0	89.53	3
CCOP	Civil Copies	48.50	44	0.00	0	0.00	0	48.50	44
CERT	Certified Copy	4.00	2	0.00	0	0.00	0	4.00	2
CFINE	County Fine	55,576.00	463	431.00	3	(181.00)	1	55,826.00	467
CHS	Courthouse Security Fee (CCP 102.017)	6.71	3	0.00	0	0.00	0	6.71	3

Payment Report - Fee Code Summary

Deposit Date: **04/01/2025 - 04/30/2025** 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
CHSJC	JP Security Fee (CCP 102.017)	2.24	3	0.00	0	0.00	0	2.24	3
CJS	Criminal Judicial Support Fee (LGC 103.105)	13.43	3	0.00	0	0.00	0	13.43	3
COLLFEE	Collection Agency Fee	2,292.84	30	0.00	0	0.00	0	2,292.84	30
CONT4	Constable Service Fee Pct #4	8,960.00	87	0.00	0	0.00	0	8,960.00	87
CSFF	Child Safety Fee (CCP 102.014(d))	84.77	5	0.00	0	0.00	0	84.77	5
CSSF	Child Safety School Fee (CCP 102.014(c))	50.00	2	0.00	0	0.00	0	50.00	2
DDF	Deferred Disposition Fee	3,699.23	44	181.00	1	(431.00)	3	3,449.23	48
FNTC1	Child Safety Seat Fine Trauma Center	174.00	3	0.00	0	0.00	0	174.00	3
IDF	Indigent Defense Fee (LGC 133.107)	4.48	3	0.00	0	0.00	0	4.48	3
JCTF	Justice Court Technology Fee (CCP 102.0173)	8.95	3	0.00	0	0.00	0	8.95	3
JFR	Jury Reimbursement Fee (CCP 102.0045)	8.95	3	0.00	0	0.00	0	8.95	3
JTP	Juvenile Truancy Program (CCP 102.0174)	11.19	3	0.00	0	0.00	0	11.19	3
LT10	Overpayments < $10	0.01	1	0.00	0	0.00	0	0.01	1
MVF	Moving Violation Fee (CCP 102.022)	0.22	3	0.00	0	0.00	0	0.22	3
SB41CDRF	County Dispute Resolution fund - LGC 135.157	2,060.00	414	0.00	0	0.00	0	2,060.00	414
SB41JCSF	Justice Court Support Fund	10,300.00	414	0.00	0	0.00	0	10,300.00	414
SB41LAF	Language Access Fund - LGC 135.155	1,236.00	414	0.00	0	0.00	0	1,236.00	414
SB41SCF	State Consolidated Fee	651.00	33	0.00	0	0.00	0	651.00	33
SCH	School District Fine	50.00	1	0.00	0	0.00	0	50.00	1
SFC4	Service/Arrest Fee - Const. 4	68.06	11	0.00	0	0.00	0	68.06	11
SFMCWV	State Fine - Motor Carrier Weight Violation	815.10	12	0.00	0	0.00	0	815.10	12
STFS	State Traffic Fine Due To State (HB2048)	11.91	1	0.00	0	0.00	0	11.91	1
TFC	Traffic	0.71	1	0.00	0	0.00	0	0.71	1
TPDF	Truancy Prevention and Diversion Fund - JP4 eDoc Conversion	4.48	3	0.00	0	0.00	0	4.48	3
TPWF	Texas P&W Fine	374.85	9	0.00	0	0.00	0	374.85	9
TRANS	Transcript	10.00	1	0.00	0	0.00	0	10.00	1
WARC4	Warrant Fee - Constable Pct. 4	100.00	2	0.00	0	0.00	0	100.00	2
WEXEC	Writ of Execution	20.00	4	0.00	0	0.00	0	20.00	4
WPOSS	Writ of Possession	85.00	17	0.00	0	0.00	0	85.00	17
WSF4	Constable #4 - Writ Service Fee	4,200.00	21	0.00	0	0.00	0	4,200.00	21
YDP	Youth Diversion Administrative Fee ($50)	400.00	8	0.00	0	0.00	0	400.00	8

Payment Report - Fee Code Summary

Deposit Date: **04/01/2025 - 04/30/2025** Case Categories: **Civil; Criminal**
Locations: **JP4** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	133,983.28	4,026	612.00	4	(612.00)	4	133,983.28	4,034

Justice of the Peace 4
Consolidated Court Cost Calculation Sheet

Deposit Date: 04/01/2025-04/30/2025

	DR	CR	GL Code	GL Description	ALLOCATION %
Local CCC-Class C		$5,575.56	99-9999-9999-000003	Local CCC-Class C Due to County	
Court Security Fee	$1,951.45		01.0361.0000.341154	COURTHOUSE SECURITY FEES	35.000000%
Local Truancy Prevention & Diversion Fund Fee	$1,991.27		01.0369.0000.370000	Local Truancy Prevention & Diversion Fund Fee	35.714300%
Justice Court Technology Fund	$1,593.02		01.0372.0000.341144	Justice Court Technology Fund	28.571400%
County Jury Fund Fee	$39.82		01.0100.0000.342853	County Jury Fund Fee	0.714300%
Percentage Distribution Total:	$5,575.56	$5,575.56			100.000000%
Collected	$5,575.56				

Commissioners Court - Regular Session **15.**

Meeting Date: 05/13/2025

WCRAS Agreement with Petsmart Charities

Submitted By: Misty Valenta, Animal Services

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take action with a Partner Agreement between Petsmart Charities and the Williamson County Regional Animal Shelter.

Background

The Williamson County Regional Animal Shelter partners with Petsmart Charities for adoption events, donation events, and grants. This agreement will continue that relationship.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Petsmart Charities Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/02/2025 11:56 AM
Form Started By: Misty Valenta		Started On: 05/02/2025 11:42 AM
Final Approval Date: 05/02/2025		

Docusign Envelope ID: 3853C1CD-8AFB-411F-9545-EF41ECB46326

Adoption Partner Agreement

This Adoption Partner Agreement (this "Agreement") is entered into between PetSmart Charities Inc., an Arizona nonprofit corporation and tax-exempt public charity under Section 501(c)(3) of the Internal Revenue Code ("Code"), whose address is 19601 N. 27th Avenue, Phoenix, AZ 85027 ("Charities"), and Williamson County, whose address is 710 S Main St, Georgetown, Texas 78626-5703 ("Adoption Partner").

Section 1 – PetSmart Charities Adoption Program

A. Adoption Program. Subject to the terms of this Agreement, Charities agrees to permit Adoption Partner to participate in the Charities' adoption program ("Adoption Program") located at one or more PetSmart Charities Adoption Centers or other space at PetSmart retail stores, or in the case of special events, locations specified by Charities ("Adoption Center"). The Adoption Program's sole purpose is to help facilitate and provide a location to facilitate adoptions of dogs, cats, or other certain pets ("Pets"). Adoption Partner acknowledges that in addition to its organization, other adoption agencies may also be permitted by Charities to hold adoptions at the same time and location as the Adoption Partner.

B. Adoption Policies. In addition to the terms and conditions contained in this Agreement, Adoption Partner acknowledges that it has received, and agrees that it and its employees and volunteers will comply with, any additional policies, procedures and/or manuals (collectively the "Policies") as provided to Adoption Partner by Charities and/or PetSmart LLC ("PetSmart"), including any future changes to those policies, procedures and/or manuals. Charities reserves the right to amend such adoption policies in its sole and absolute discretion and will take reasonable steps to update Adoption Partner of any changes.

C. Adoption Process. Subject to this Agreement and applicable law, Adoption Partner will use its own adoption policies and procedures when offering Pets for adoption, and will make the final decision in the adoption of a Pet. Adoption Partner shall retain ownership of each Pet until the adoption process for such Pet is complete. Adoption Partner will require an adoption release form or other similar document specified by Charities to be signed by the adopting party.

D. Adoption Assistance. If mutually agreed upon by Adoption Partner, Charities, and PetSmart, Charities may, through its relationship with PetSmart, facilitate use of PetSmart employees to support the Adoption Center, which may include conducting adoptions, providing care for Pets, and maintaining the facilities. In such event, Adoption Partner hereby authorizes Charities and/or PetSmart to carry out those activities agreed upon and to provide all reasonably necessary training on Adoption Partner's practices, policies, and procedures.

E. Adoption Center. Adoption Partner shall have the use of the Adoption Center free of rent or costs. The parties will mutually agree upon one or more Adoption Center locations and the date Adoption Partner will begin use of each Adoption Center. Additional locations may be added from time to time as deemed necessary by both parties. Additional locations and/or change of locations can be accomplished upon written request by Adoption Partner and written approval of such request by Charities in its sole and absolute discretion.

F. Damage to Adoption Center. Adoption Partner will be responsible for any damage to the Adoption Center or related equipment caused by Adoption Partner, its staff, volunteers, Pets, or any other person or animal acting on or under Adoption Partner's direction or control. Adoption Partner will, at its sole expense, maintain the Adoption Center in a clean, sanitary and orderly fashion and take preventative action to minimize the spread of communicable diseases among Pets. Adoption Partner is responsible for ensuring that the area is clean, fully sanitized and disinfected prior to departure.

G. Adoption Rewards. Charities may elect to provide certain monetary grants in conjunction with the Adoption Program ("Rewards"). Charities, in its sole and absolute discretion may determine the election, amount, modification, or termination of Rewards. Adoption Partner agrees to use such Rewards in the furtherance of its charitable purpose, specifically its Pet adoption program, or if permitted by Charities, other charitable purposes advancing animal welfare. Adoption Partner may not use Rewards for lobbying or political activities, or any purpose not permitted by the Code.

Docusign Envelope ID: 3853C1CD-8AFB-411F-9545-EF41ECB46326

H. Adoption Center Supplies. Charities may elect to provide products or pet food (collectively "Product") for use by Adoption Partner solely for the operation of the Adoption Center. Charities, in its sole and absolute discretion may determine the election, modification, or termination of Product. Adoption Partner understands and agrees that Product is provided in "as-is" condition and that Charities and PetSmart make NO WARRANTY, COVENANT OR REPRESENTATION, EXPRESSED OR IMPLIED, REGARDING THE PRODUCT, INCLUDING WITHOUT LIMITATION, THEIR DESIGN OR MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE (EXCEPT CHARITIES WARRANTS IT HAS GOOD TITLE TO THE PRODUCT AND CAN TRANSFER GOOD TITLE TO ADOPTION PARTNER). NEITHER CHARITIES NOR PETSMART SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR LOSSES SUFFERED OR INCURRED BY ADOPTION PARTNER OR A THIRD PARTY AS A RESULT OF THE USE, OR CONSUMPTION OF THE PRODUCT. Adoption Partner waives any and all claims against and releases Charities and/or PetSmart from all liability associated with the use or consumption of the Product. Adoption Partner further understands and agrees that the U.S. Food and Drug Administration ("FDA") regulations specify that protein derived from mammalian tissues is not to be used in ruminant feed and that the feeding of any pet food included with any Product to cattle or other ruminant animals is expressly prohibited by federal regulations.

I. Reporting. Adoption Partner is required to submit the impact report(s) related to the Adoption Program specified by Charities along with any other information reasonably requested by Charities.

J. Pet Eligibility. Except as specified in the Policies, all Pets must be spayed or neutered, and evaluated and deemed to be healthy, safe for interaction, adoptable, and in compliance with any applicable laws and regulations prior to placement in the Adoption Program. Pets showing or previously having shown any signs of aggression are strictly prohibited from the Adoption Program. Adoption Partner will isolate Pets at the first sign of illness or aggression and remove such Pets immediately from the Adoption Center and PetSmart premises.

K. Request for Removal of Pet. Charities or its designee may require Adoption Partner to immediately remove any Pet from the Adoption Center or PetSmart premises as may be reasonably necessary to comply with Charities' Adoption Policies, operate the Adoption Program, ensure the safety or well-being of any Pet or person, or comply with any applicable law or regulation, in Charities' sole discretion.

L. Employees and/or Volunteers. Adoption Partner agrees that Adoption Partner's employees who are working or facilitating adoptions in the Adoption Program must be at least 18 years old. Adoption Partner's volunteers must be at least 16 years old and properly supervised by the Adoption Partner. Volunteers under the age of 18 must always be accompanied and supervised by an adult. Adoption Partner and its employees and volunteers must always maintain a clean, neat and professional appearance, and conduct themselves in a professional and courteous manner. Adoption Partner shall only permit its employees and volunteers to participate in the Adoption Program.

M. Agreement. Adoption Partner agrees to require all employees and volunteers working on behalf of Adoption Partner in conjunction with the Adoption Program to sign an agreement with Adoption Partner acknowledging that they are aware of and agree to comply with all policies, procedures and/manuals, including this Agreement, and agreeing to waive all claims and liability against Charities and PetSmart resulting from participation in the Adoption Program.

N. Potential Removal. In the event Charities or PetSmart has any objection to any Adoption Partner employee or volunteer, Charities or PetSmart shall have the right to require Adoption Partner to commence appropriate procedures to remedy the basis of any such objection. Upon reasonable request, PetSmart or Charities, in its sole discretion, may require the removal of the employee or volunteer from the Adoption Center or any other designated areas.

O. Prohibited Conduct. Adoption Partner, its employees, volunteers or agents, may not, directly or indirectly during or after the term of this Agreement:

1. Sell, gift or generally compete with any of the products and/or services sold by PetSmart (such as grooming, pet training and veterinary services) while in the Adoption Center or on PetSmart premises.
2. Conduct fundraising activities while in the Adoption Center or on PetSmart premises, including directly soliciting donations; except Adoption Partner is welcome to collect donations through use of a donation collection canister located where adoptions are being performed.
3. Interfere in any way with the conduct of the business of PetSmart, Charities or any customer, tenant or occupant of the PetSmart store or shopping center at any time.

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4. Allow any person or other organization to use its Adoption Group Number as assigned by Charities, its tax identification number, or participate in the Adoption Program using its name or identity.
5. Make, directly or indirectly, any negative statements, whether written or oral (including in any digital electronic format) or disparage any of the following: Charities, PetSmart, Banfield Pet Hospital, or any customer, tenant or occupant of the PetSmart store or shopping center; PetSmart or Charities product, service, employee, representative, volunteer or agent; or the activities or reputations of any other organization participating in the Adoption Program.

Section 2 – General Provisions

A. Representations. Adoption Partner represents to Charities, as of the date of this Agreement and at all times during the term, that:
   1. Adoption Partner is either: (i) an organization exempt from federal income tax under Section 501(c)(3) of the Code, (ii) a governmental entity under Section 170(c)(1) of the Code that will use any Rewards exclusively for public purposes, or (iii) an "Indian tribal government," under Section 7701(a)(40) of the Code, that is treated as a State that will use any Rewards exclusively for public purposes.
   2. Adoption Partner holds and will maintain any and all licenses, permits and registrations necessary or appropriate to operate and fulfill Adoption Partner's mission.
   3. Adoption Partner is in compliance (and will comply) with all applicable federal, state, local and tribal laws, regulations and other requirements.
   4. Adoption Partner is not on any federal terrorism "watch list" and any Rewards will be used in compliance with all applicable anti-terrorist financing and asset control laws, statutes and executive orders.
   5. Adoption Partner agrees that all representations or statements made by Adoption Partner in any application or any related communications from or on behalf of Adoption Partner are true and accurate in all material respects. Adoption Partner will notify Charities promptly in writing of any changes in such representations or statements.

B. Audit. Adoption Partner agrees to maintain adequate books, records and other documents showing compliance with this Agreement. During the term of the Agreement and for two (2) years afterwards, Charities or its designee may audit or review Adoption Partner's books, records, and operations to confirm Adoption Partner's compliance with the terms of the Agreement. Any such request will be made with at least ten (10) business days' prior notice and during normal business hours; provided however, that in the event Charities has a bonafide reason to believe, in its sole discretion, that there may be issues related to the welfare of any of people or animals associated with Adoption Partner, Adoption Partner shall permit such audit with no notice. Adoption Partner will provide Charities with the requested records and will fully cooperate with Charities. Adoption Partner acknowledges and agrees that any such audit may include, without limitation, (i) an on-site or in person inspection, (ii) observation of Adoption Partner's facilities and operations, and (iii) personnel interviews, including without limitation, employees and volunteers. During any such audit or review, Charities may, in its sole discretion, suspend participation in the Adoption Program and withhold any unpaid Rewards pending the outcome of the audit or review. Adoption Partner expressly grants permission to Charities or its designees to discuss with, or request documentation from, third parties about Adoption Partner related to performance under this Agreement. Adoption Partner agrees to cooperate with Charities in supplying additional information required for Charities to comply with governmental requests related to this Agreement. In addition, Adoption Partner agrees to retain and make available all records for Pet licensing and registration, adoptions and adopter information, adoption policies and procedures, as well as any other records required by law related to any Pet or operation of the Adoption Center.

C. Independent Entities. Nothing in this Agreement is intended or will be construed to create any type of partnership, joint venture, employment, franchise or other similar relationship between the parties. The parties agree that Adoption Partner is an independent entity solely responsible for itself, its employees, volunteers, agents, and its Pets. Each party shall be solely responsible for the acts and omissions of its respective officers, agents, servants, employees, representatives and subcontractors during and after the term of this Agreement. The doctrine of respondeat superior shall not apply as between Charities and PetSmart or Adoption Partner and its respective agents, employees, representatives or subcontractors.

D. Indemnification. Adoption Partner shall defend, indemnify and hold harmless Charities and PetSmart, including their respective affiliates, directors, officers, managers, employees, representatives, agents, assigns and successors, from and against all costs, claims, losses, liabilities, property damage, bodily injury or death, or intellectual property infringement (including reasonable attorneys' fees and expenses), incident to or arising out of Adoption Partner's: breach of this Agreement; willful misconduct or negligent act(s) or omission(s); receipt or use of the Rewards; participation in the Adoption Program, including injury or damage caused by or involving Adoption Partner's Pets; possession, storage, use,

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consumption and disposal of any Product; employment and/or worker compensation claims; or violation of applicable law. Notwithstanding the foregoing, this provision shall not be applicable if Adoption Partner is a governmental entity and as such, is prohibited by law from indemnifying Charities.

E. Equal Opportunity. Adoption Partner agrees that it will not discriminate by reason of race, color, creed, religion, national original, age, sexual orientation, disability, veteran status, gender, marital status or any other legally protected status.

F. Publicity. Adoption Partner agrees that it will acknowledge Charities' support in any promotional materials, including websites and social media platforms. Adoption Partner must obtain prior written approval by Charities and will provide Charities at least ten (10) business days to review, for quality control purposes, the proposed use. If Charities permits Adoption Partner use of its logo, such use is a limited, non-exclusive, revocable right to use. Adoption Partner may not use Charities' logo for any purpose other than the use permitted by Charities, and Charities may immediately terminate use if it is determined by Charities to be unacceptable. Adoption Partner will not use either Charities' name or logo in a negative light or critical manner. Any right given to Adoption Partner for the use of Charities name or logo may not be transferred, assigned or sublicensed. Charities has the limited, non-exclusive, revocable right to publish, print, transmit, display or otherwise use Adoption Partner's name and logo. Such use may be in electronic or digital format (including e-mail, social media platforms or websites) or in printed form. Charities will not use Adoption Partner's name or logo in a negative light or critical manner. Charities' use of Adoption Partner's name or logo will be used only to support or further Charities' mission.

G. Governing Law; Legal Fees. Adoption Partner also agrees and understands that this Agreement may be enforced by legal action, including but not limited to injunctive or other equitable relief. If either party brings an action to enforce its rights under this Agreement, the prevailing party may recover its expenses (including reasonable attorneys' fees) incurred in connection with the action and any appeal from the losing party.

H. Termination. This Agreement shall remain in effect until terminated by either party as set forth herein. Either party may terminate this Agreement at any time, with or without cause, upon at least thirty (30) days written notice of such termination to the other party. Charities may immediately terminate this Agreement upon written notice to Adoption Partner if Charities determines, in its sole discretion, that Adoption Partner: has breached any term of this Agreement; is the subject of any legal, regulatory or media investigation or is engaged in any action or course that appears to be unprofessional, uncharitable, disreputable, or otherwise inappropriate; ceases to operate or materially and adversely changes its method of operation, is insolvent, or files for or is the subject of any type of receivership, bankruptcy or similar proceeding; or has not complied with the requirements of any other agreement with Charities. If Charities terminates this Agreement for cause, it may, in its sole and absolute discretion: withhold any pending or future Rewards; or revoke any Rewards not used in accordance with this Agreement and require that all previously provided Rewards be returned. All representations, warranties and obligations of Adoption Partner shall survive after the termination date of this Agreement.

I. Miscellaneous. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all other prior and contemporaneous communications, discussions, understandings, negotiations, arrangements and agreements, whether written or oral, relating to the subject matter of this Agreement. Adoption Partner will not assign or sublicense, in whole or in part, any of its rights or obligations under this Agreement without the prior written consent of Charities. Waivers must be in writing, signed by the party against whom enforcement is sought. The parties shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control. If one or more provisions of this Agreement are held to be unenforceable under applicable laws by a court of competent jurisdiction, those provisions must be limited or eliminated to the minimum extent necessary and only in the applicable jurisdiction such that the balance of this Agreement remains enforceable and in full force and effect. This Agreement shall not be construed for or against any party based on which party drafted this Agreement, and each party had the opportunity to review this Agreement with their respective legal counsel to the party's satisfaction. PetSmart shall be a third party beneficiary under this Agreement. Charities and Adoption Partner each represent that the individuals signing are duly authorized to execute this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an enforceable original, but all of which together shall constitute one and the same instrument. Facsimile and other electronic signatures shall be as effective and binding as original signatures.

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TO EVIDENCE THEIR AGREEMENT, the parties have executed and delivered this Agreement, all effective as of the last date written below.

"CHARITIES"
PetSmart Charities, Inc.

Signature: Signed by: Rachel Williams 609932EAD43940D...

Name: Rachel Williams

Title: Sr Manager of Pet Placement Initiatives

Date: 4/28/2025

"ADOPTION PARTNER"
Williamson County

Signature: _____

Name: _____

Title: _____

Date: _____

Commissioners Court - Regular Session **16.**

Meeting Date: 05/13/2025

Approval of Leasing Contract for Postage Meter with Quadient Leasing USA, Inc. for Justice of the Peace Pct #1

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 a Lease Agreement contract #2025206 between Williamson County and Quadient Leasing USA, Inc. for the postage meter at Justice of the Peace Precinct #1, in the amount of $95.93 per month, pursuant to Cooperative Contract BuyBoard #755-24, and authorizing the execution of the agreement.

Background

Approval of this new lease agreement will support the operations of the Williamson County Justice of the Peace Precinct #1 office. The Quadient IX-3 is a high-performance postage meter designed to meet the diverse mailing needs of businesses. These innovative machines are equipped with advanced features that streamline mail processing, enhance efficiency, and improve accuracy. The lease agreement is for 60 months at a monthly rate of $95.93 and billed quarterly at $287.79. The funding source will be 01.0100.0510.004100 for FY25. Origination #2485. The department's point of contact is Misty Lamb. Vendor is publicly traded, therefore a 1295 is not needed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Lease Agreement and Addendum

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/07/2025 03:43 PM
County Judge Exec Asst.	Andrea Schiele	05/07/2025 05:51 PM
Form Started By: Sandra Malcolm		Started On: 04/09/2025 03:40 PM
Final Approval Date: 05/07/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR POSTAGE METER LEASE Quadient Leasing USA, Inc. (BuyBoard #755-24)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI,§ 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

The underlying COUNTY ADDENDUM FOR POSTAGE METER LEASE (the "Agreement"), between **Williamson County, Texas** (hereinafter "CUSTOMER" or "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Quadient Leasing USA Inc.** (hereinafter "Quadient") is amended as specifically set forth herein to incorporate the terms and conditions of this Agreement. As amended, the Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Agreement shall have the meanings attributed to them in the Agreement. This Agreement supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum, the following terms and conditions of this Addendum shall control:

I.

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 (as if copied in full) into this Agreement include the following:

A. This Williamson County Addendum;
B. BuyBoard #755-24, incorporated by reference; and
C. Quadient Government Product Lease Agreement (April 04, 2025) **marked as Exhibit "A".**

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Agreement 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 Agreement.

II.

No Agency Relationship: 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 himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. 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 services being provided.

III.

No Waiver of Sovereign Immunity or Powers: 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.

IV.

Compliance with All Laws: Quadient agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Good Faith: Quadient agrees to act in good faith in the performance of the contract relevant to this Agreement.

VI.

Payment: Quadient will be compensated based on BuyBoard #755-24 pricing and as set forth in the Quadient Government Product Lease Agreement (April 04, 2025), which is incorporated herein as if copied in full. The not-to-exceed amount for the life of this Agreement shall be Five Thousand Seven Hundred Fifty-Five Dollars and Eighty Cents ($5,755.80).

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.

VII.

Termination for Convenience: This Agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving sixty (60) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

VIII.

Right to Audit: Quadient agrees that Customer 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 Quadient which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Quadient agrees that Customer shall have access during normal working hours to all necessary Quadient 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 Quadient reasonable advance notice of intended audits. In no circumstances will Quadient be required to create or maintain documents not kept in the ordinary course of Quadient' business operations, nor will Quadient be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

IX.

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

X.

Texas Law Applicable to Indemnification: 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 County's rights.

XI.

Venue and Governing Law: Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

XII.

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.

XIII.

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

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Dated: _____ _____, 20___

Quadient Leasing USA, Inc.:

John Tartaro
Authorized Signature

John Tartaro
Printed Name

Dated: Apr 29, 2025_____, 20____

Approved as to Legal Form
HAL HAWES
General Counsel, Commissioners Court
Date: Apr 29 2025 Time: 4:02 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Apr 29 2025 Time: 10:28 am

Exhibit "A"
Quadient Government Product Lease Agreement
(April 04, 2025)

Williamson County Justice of The Peace Precinct 1

BuyBoard - PURCHASE ORDER - LEASE

1801 Old Settlers Blvd. Ste. 100
Round Rock TX 78664
Phone 512-244-8622

To:
Quadient Inc.
478 Wheelers Farms Road
Milford, CT 06461
800-881-6245

SHIP TO:
Misty Lamb
Williamson County Justice of The Peace Precinct 1
1801 Old Settlers Blvd. Ste. 100
Round Rock TX 78664
Phone 512-244-8691

P.O. NUMBER/DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
				60 MONTHS

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
60	IX3WP5	iX-3 Series Base w/5lb Integrated Weigh Platform, Moistener & Catch Tray	$95.93	$5,755.80
	INSTALL TOS-1	Professional Install	Incl	Incl
		BILLED QUATERLY		
			SUBTOTAL	$5,755.80
			SALES TAX	
			SHIPPING & HANDLING	
			OTHER	
			TOTAL	$5,755.80

1. Customer agrees to the terms and conditions of the BuyBoard Contract Number 755-24. This is a 60-month LTOP term with a monthly payment of $95.93. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.

2. Payments will be sent to:
   Quadient Leasing USA Inc.
   Dept 3682
   PO Box 123682
   Dallas, TX. 75312-3682

3. Send all correspondence to:
   Williamson County Justice of The Peace Precinct 1
   1801 Old Settlers Blvd. Ste. 100
   Round Rock TX 78664
   Misty Lamb
   Phone: 512-244-8691

Authorized by Date

Print Name and Title

quadient Leasing

Government Product Lease Agreement
with Postage Meter Rental Agreement

Section (A) Office Information

Office Number	Office Name	Phone #	Date
2290	**Quadient Texas District**	**(512) 331-0116**	**04/04/2025**

Section (B) Billing Information

Company Name	**WILLIAMSON COUNTY JUSTICE OF THE PEACE PRECINC**		
DBA			
Billing Address	**1801 E. Old Settlers BLVD., Ste 100**		
City State Zip+4	**Round Rock**	**TX**	**78664**
Contact Name	**Misty Lamb**	Phone	**(512) 244-8691**
Contact Title	**Chief Court Administrator**	Fax	
Email Address	**misty.lamb@wilcotx.gov**	PO #	

Section (C) Installation Information (if different from billing information)

Company Name	**WILLIAMSON COUNTY JUSTICE OF THE PEACE PRECIN**		
Installation Address	**1801 E. Old Settlers BLVD., Ste 100**		
City State Zip+4	**Round Rock**	**TX**	**78664**
Contact Name	**Misty Lamb**	Phone	**(512) 244-8691**
Contact Title	**Chief Court Administrator**	Fax	
Email Address	**misty.lamb@wilcotx.gov**		
Main Post Office		PO 5-Digit Zip Code	

Section (D) Products

Qty	Model / Part Number	Description (include Serial Number, if applicable)
1	IX3-P5	iX-3 Series Base w/5lb Integrated Weigh Platform, Moistener & Catch Tray
1	INSTALL TOS-1	Install Fee Level 1, Professional Install

Section (E) Lease Payment Information & Lease Payment Schedule

Tax Status:
- ☐ Taxable
- ☑ Tax Exempt
  Certificate attached

Billing Frequency:
- ☐ Monthly
- ☑ Quarterly
- ☐ Annually

Billing Method:
- ☑ Standard
- ☐ Arrears

Number of Months		Monthly Payment (Plus applicable taxes)
First	60	$95.93

Current Lease Number: **N21063053**

☐ ACH (Customer to submit authorization form)

Section (F) Postage Meter & Postage Funding Information

Meter Model	**IX3AI**	Machine Model	**IX3-P5**

Postage Funding Method:
- ☐ Bill Me ☑ Prepay by Check
- ☐ ACH Debit (Submit customer authorization form)
- ☐ OMAS ☐ CPU (include authorization form)

Agency Code Sub Agency Code

Postage Funding Account:
- ☑ POC ☐ TMS
- ☐ New ☑ Existing

Existing Account Number: **7468641**

Service Products (Check all that apply)

- ☑ Online Postal Rates iMeter™ App (SP10)
- ☐ Online Postal Expense Manager iMeter™ App (SP20/NeoStats)
- ☐ Online E-Services with Electronic Return Receipt iMeter™ App (SP35)
- ☐ NeoShip PLUS (EP70PLUS)
- ☐ NeoShip Install & User Guide (EP70GUIDES)
- ☐ 4G/5G Cell Service
- ☑ Maintenance - Silver
- ☑ Installation/Training ☐ Software Support for premise (non-cloud) solutions

Section (G) Approval

Existing customers who currently fund the Postage account by ACH Debit will not be converted to the Postage Funding Account unless initial here _____.

This document consists of a Government Product Lease Agreement with Quadient Leasing USA, Inc.; and a Postage Meter Rental Agreement, Maintenance Agreement and an Online Services and Software Agreement with Quadient, Inc.; and a Postage Funding Account Agreement with Quadient Finance USA, Inc. Your signature constitutes an offer to enter into such agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version Government-Equipment-Lease-Terms-USPS-Direct-V11-2023), which are also available at https://quadientterms.com/Government-Equipment-Lease-Terms-USPS-Direct-V11-2023, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

Guided by Quadient, Inc.'s Sustainable Design and Responsible Manufacturing Policy, our Products may contain reused components. For more Information visit https://www.quadient.com/about-us/sustainable-design-and-manufacturing.

**********SEE PURCHASE ORDER**********

Authorized Signature Print Name and Title Date Accepted

Accepted by Quadient Inc. and its Affiliates Date Accepted

Commissioners Court - Regular Session **17.**

Meeting Date: 05/13/2025

Approval of Contract for Postage Machine Lease with Pitney Bowes, Inc. for Elections Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Rental Agreement #2025223 between Williamson County and Pitney Bowes, Inc. for leasing a postage machine for the monthly charge of $401.11 for sixty (60) months pursuant to BuyBoard contract #755-24, and authorizing the execution of the agreement.

Background

Approval of this lease will support the operations of the Williamson County Elections Department. The lease is for sixty (60) months at a monthly rate of $401.11 per month and billed quarterly at $1,203.33. Funding Source is 01.0100.0492.004216 as per the FY25 budget. Origination #22641. The department's point of contact is Vikki Farrow. Pitney Bowes, Inc. is publicly-traded and therefore, no 1295 Form is required.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Pitney Bowes Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/07/2025 03:57 PM
County Judge Exec Asst.	Andrea Schiele	05/07/2025 05:56 PM
Form Started By: Sandra Malcolm		Started On: 04/30/2025 03:20 PM
Final Approval Date: 05/07/2025		

pitney bowes

State and Local Term Rental Agreement

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

WILLIAMSON COUNTY ELECTIONS

Tax ID # (FEIN/TIN)

[redacted]

Sold-To: Address

301 SE INNER LOOPSTE 104, GEORGETOWN, TX, 78626-8207, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Bridgette Escobedo	5129431630	[redacted]

Bill-To: Address

PO BOX 209, GEORGETOWN, TX, 78627-0209, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Vikki Farrow	5129431635	[redacted]	vikki.farrow@wilco.org

Ship-To: Address

301 SE INNER LOOPSTE 104, GEORGETOWN, TX, 78626-8207, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
Vikki Farrow	512 943 1635	[redacted]

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROMAILCENTER	MailCenter
1	1FWW	10lb Interfaced Weighing Feature
1	7W00	MailCenter Meter
1	APAXL	Cost Acctg Accounts Level (100)
1	APKG	SendPro 360 Shipping Feature
1	APSD	145/70 LPM Speed
1	CAABL	Basic Cost Acctg for SP MailCenter
1	F9PG	PowerGuard Service Package
1	HV1P	MailCenter Printer
1	HV96000	MailCenter Weighing Platform
1	HVBB	MailCenter 2000
1	HVSP	MailCenter Shipping Bundle
1	M9SS	USPS Tracking Services
1	ME1C	Meter Equipment - Low

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See Pitney Bowes Terms for additional terms and conditions
Pitney Bowes Confidential Information

1	MW90007	Drop Stacker
1	MW92705	MailCenter 15in Display
1	PTJ1	SendPro Online-PitneyShip
1	PTJ4	Multicarrier Sending App w HW or Meter
1	PTJ8	SPO-PitneyShip Mailing included w HW
1	PTJD	SPO-PitneyShip Office
1	PTJN	Single User Access
1	PTJR	50 User Access with Hardware or Meter
1	PTK1	Web Browser Integration
1	PTK3	Meter Integration
1	PTKHV	PitneyShip MailCenter Integration
1	SJM2	SoftGuard - 2000
1	STDSLA	Standard SLA-Equipment Service Agreement (for MailCenter)

Your Payment Plan

Initial Term: 60 months	**Initial Payment Amount:**	
Number of Months	**Monthly Amount**	**Billed Quarterly at***
60	**$ 401.11**	**$ 1,203.33**

**Does not include any applicable sales, use, or property taxes which will be billed separately.*
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.

( ) Tax Exempt Certificate Attached
( ) Tax Exempt Certificate Not Required

( ) Purchase Power® transaction fees included
(X) Purchase Power® transaction fees extra

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Pitney Bowes Confidential Information
See Pitney Bowes Terms for additional terms and conditions

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of your State's/Entity's/Cooperative's contract, including the Pitney Bowes Terms, which are available at http://www.pb.com/states and are incorporated by reference (collectively, this "Agreement"). The terms and conditions of this Agreement will govern this transaction and be binding on us after we have completed our credit and documentation approvals process and have signed below. The lease requires you either provide proof of insurance or participate in the ValueMAX® equipment protection program (see Section L9 of the Pitney Bowes Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html. Those additional terms are incorporated by reference.

BuyBoard #755-24
State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Roger Donohue
Pitney Bowes Signature

Print Name Roger Donohue

Title Operations Manager

Date May 5, 2025

Sales Information

Lori Damato	lori.damato@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance

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Pitney Bowes Confidential Information

[redacted]

See Pitney Bowes Terms for additional terms and conditions

Commissioners Court - Regular Session **18.**

Meeting Date: 05/13/2025

Approval of Addendum No. 1 Contract #2025200 to MSA with ComplianceLine LLC dba Ethico for Emergency Medical Services

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of Addendum No. 1 Contract #2025200 to MSA with ComplianceLine LLC dba Ethico for ComplianceLine Sanction Checks for Emergency Medical Services, in the amount of $2,500.00 and authorize execution of this agreement.

Background

This Addendum No. 1 Contract #2025200 attached between Williamson County and ComplianceLine LLC dba Ethico for ComplianceLine Sanction Checks for staff with Emergency Medical Services. Funding Source is 01.0100.0540.004100. The Origination ID #2461 and the Point of Contact is Beth Jones.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2025200 ComplianceLine LLC dba Ethico

Form 1295 ComplianceLine LLC dba Ethico

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/08/2025 09:43 AM
County Judge Exec Asst.	Andrea Schiele	05/08/2025 10:12 AM
Form Started By: Vickie Johnson		Started On: 05/05/2025 09:59 AM
Final Approval Date: 05/08/2025		

ADDENDUM NO. 1
TO MASTER SERVICES AGREEMENT BETWEEN COMPLIANCELINE, LLC D/B/A ETHICO AND WILLIAMSON COUNTY, TEXAS

The underlying Master Services Agreement (the "Agreement"), between ComplianceLine, LLC d/b/a Ethico ("Ethico") and Williamson County, Texas ("Client") is amended as specifically set forth herein to incorporate the terms and conditions of this Addendum No. 1. As amended, the Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum No. 1 shall have the meanings attributed to them in the Agreement. This Addendum No. 1 supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum No. 1, the following terms and conditions of this Addendum No. 1 shall control:

1. **Termination for Convenience.** Client may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Ethico. In the event of such termination, it is understood and agreed that only the amounts due to Ethico 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 Client's termination of this Agreement for convenience.

2. **No Indemnification by Client.** Ethico acknowledges and agrees that under the Constitution and the laws of the State of Texas, Client cannot enter into an agreement whereby Client agrees to indemnify or hold harmless any other party, including but not limited to Ethico; therefore, all references of any in this Agreement to Client indemnifying, holding or saving harmless any other party, including but not limited to Ethico, for any reason whatsoever are hereby deemed void and deleted.

3. **Venue and Governing Law.** Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4. **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 Client, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Client 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.

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

6. **Non-Appropriation and Fiscal Funding.** The obligations of the Client under this Agreement do not constitute a general obligation or indebtedness of Client for which Client is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Client shall have the right to terminate this Agreement at the end of any Client fiscal year if the governing body of Client does not appropriate sufficient funds as determined by Client's budget for the fiscal year in question. Client may effect such termination by giving written notice of termination to Ethico at the end of its then-current fiscal year to be effective as of the last day of Client's fiscal year.

7. **Payment, Interest and Late Payments.** Client'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 Client 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 Client 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 Client'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 submitted by Ethico, Client shall notify Ethico of the error not later than the twenty first (21st) day after the date Client receives the invoice. If the error is resolved in favor of Ethico, Ethico shall be entitled to receive interest on the unpaid balance of the invoice submitted by Ethico beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the Client, Ethico 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.

8. **General Insurance Requirements.** This provision shall apply in the event insurance is required under the Agreement. **"Williamson County, Texas" and its directors, officers and employees shall be added as additional insureds** under the general liability and auto liability coverages of required policies, and on those policies where County, 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. 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. Client shall furnish County with a certification of coverage issued by the insurer. Client shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Client 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.**

9. **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.

10. **Sales and Use Tax Exemption.** Client 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, and the services and materials subject hereof are being secured for use by Client. Exemption certificates will be provided to contractors and suppliers upon request.

11. **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 Client, 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 Client as to whether or not the same are available to the public. It is further understood that Client's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Client, 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 Client by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

12. **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.

13. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

Complianceline, LLC D/B/A Ethico
("Ethico")

By: Nick Gallo

Printed Name: Nick Gallo

Title: Co-Ceo

Date: _____ ____, 20____

Williamson County, Texas ("Client")

By: _____

Title: As Presiding Officer, Williamson County Commissioners Court

Date: _____ ____, 20____

Approved as to Legal Form
HAL HAWES
General Counsel, Commissioners Court
Date: Apr 23 2025 Time: 4:55 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Apr 23 2025 Time: 10:41 am

CERTIFICATE *of* SIGNATURE

REF. NUMBER
MWANT-ERIVM-N2PEC-TXRPZ

DOCUMENT COMPLETED BY ALL PARTIES ON
22 APR 2025 19:11:25 UTC

SIGNER	TIMESTAMP	SIGNATURE
NICK GALLO EMAIL NGALLO@ETHICO.COM SHARED VIA LINK	SENT 22 APR 2025 18:59:45 UTC VIEWED 22 APR 2025 19:11:15 UTC SIGNED 22 APR 2025 19:11:25 UTC	 IP ADDRESS 66.61.199.138 LOCATION CHARLOTTE, UNITED STATES

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement," or "MSA") is entered into as of the Effective Date by and between ComplianceLine, LLC d/b/a Ethico, a Delaware Limited Liability Company, with its principal place of business at 8615 Cliff Cameron Dr Ste 290, Charlotte, North Carolina 28269, United States of America ("Ethico") and Williamson County EMS, Texas, Government Agency (Department of Williamson County), with its principal place of business at PO BOX 873, Georgetown, TX 78627 ("Client") (each individually, "Party" and, collectively, the "Parties"). In consideration for the promises and covenants contained herein, the Parties hereby agree as follows:

1. **Scope and Precedence.**
   a. This Agreement includes any attached Order Form(s) and Exhibits, including any Data Processing Agreement ("DPA") and Business Associate Agreements ("BAA") or any such document that references this Agreement and is signed by a duly authorized representative of both Parties.
   b. The Order Form(s) set forth the products and services (the "Services") that Ethico will provide to Client and the manner in which they will be provided. Certain Services which are not recurring and for which only one-time Fees apply may be added pursuant to a simplified ordering document ("Change Order"). Reference to any Order Form in this Agreement includes the term Change Order.
   c. In the event of any conflict or inconsistency between the terms of documents that make up part of the Agreement, the following shall be the order of precedence: the Order Form, the DPA and/or BAA with regard to the subject matter therein, any other Exhibits, and this MSA.
   d. Applicable Law shall mean all applicable laws, rules, and regulations applicable to either Party in the execution, delivery, and performance of this Agreement.

2. **Grant of Use.** Ethico is providing its Services to Client for the sole purpose of Client utilizing these services to design, implement, manage, and/or continuously improve Client's internal compliance and ethics program, human resources, or other internal risk-management activities. All applicable

licenses grants are set forth in this Agreement and any associated Order Form for the applicable Services and terminate upon expiration or termination of this Agreement or the relevant Order Form.

3. **Term.**
   a. Contract Effective Date. This Agreement shall be effective as of the Contract Effective Date, which is the date that the duly authorized representatives of both Parties have signed the MSA.
   b. Initial Term and Renewal Terms. The Initial Term of this Agreement shall commence on the Contract Effective Date and end on the last day of the Initial Term as set forth in the applicable Order Form under “Service Quote.” The Agreement shall automatically renew for successive one-year periods (each a “Renewal Term”). Either Party shall have the right not to renew, provided that the other Party is notified in writing at least sixty (60) days prior to the end of the Initial Term or each Renewal Term.

4. **Fees.**
   a. Fees. All monies due to Ethico for its Services provided under this Agreement (“Fees” or "Total Subscription Fees") are set forth in the Service Quote section of the applicable Order Form, including One-Time Fee and Annual Subscription Fees (also referred to as "Recurring Fees"). The Annual Subscription Fee will remain firm for the Initial Term. Upon the date of each Renewal Term, the Annual Subscription Fee for the same Services shall be capped at no more than an annual 8% increase.
   b. Fee Basis and Renegotiation. Client acknowledges and agrees that the pricing is based on the information provided to Ethico by Client, and that late or incomplete information, changes in key personnel, undisclosed complexities including complexities related to customization work, tax/regulatory changes, or any other factors beyond reasonable control could necessitate price adjustments in the Fees. In addition, the following criteria constitute grounds for Ethico to renegotiate its annual Subscription Fees: 1) Client exceeding service volume by more than 5% as set forth in the Order Form in any contract year or 2) Client’s employee count changing by more than 10% from the contracted amount as set forth in the Order Form.

Provided that Client is in good standing, with all monies due to Ethico paid in full, Client may request to renegotiate Fees upon meeting certain criteria as defined in the applicable Order Form. Client must notify Ethico in writing at least sixty (60) days before the start of a Renewal Term that they wish to renegotiate the Fees. Client's request for any renegotiated Fee amounts must be mutually agreed upon by both Parties, in writing and signed by each Party's duly authorized representative, by the date of the Renewal Term, then the Annual Subscription Fee for the Renewal Term as set forth under this Agreement shall continue to apply.

c. Taxes. All Fees exclude taxes, including any, but not limited to, any sales, use, value-added, or withholding taxes and any levies or duties or other government assessments, and Client acknowledges and agrees it is responsible for paying any applicable taxes related to this Agreement directly to the relevant taxing authority.

5. **Payment.**

a. Timing. The One Time Fee and Annual Subscription Fee for the Initial Term are payable upon execution of this Agreement, and thereafter annually and in advance on or before the date of each Renewal Term for all subsequent years. For all other Fees, Client agrees to pay Ethico within thirty (30) days of issuance of an undisputed invoice.

b. Form of Payment. Acceptable payments include ACH, bank transfers, checks, purchase cards, credit cards, or any other payment methods mutually agreed upon by both Parties. If a purchase card, credit card, or other fee-laden payment method is utilized to pay the Fees, a 3% charge will be added to the payment amount due from Client. Payments must be made at the address designated on the invoice provided by Ethico.

c. Disputed Fees. Client agrees that any objection to any invoice is waived unless Client provides a written objection within ten (10) days following receipt of said invoice stating the basis for the objection.

d. Nonpayment or Late Payment. If payment is not received by the due date on the invoice, Client will be assessed a late fee of the lesser of (i) 1.5% per month or (ii) the highest rate allowed by law, on any unpaid balances. Client agrees to reimburse Ethico for any expenses incurred, including interest, court costs, and reasonable attorneys' fees, in the collection of

any Fees that are not under good faith dispute by Customer. Ethico reserves the right to suspend or terminate Services under this Agreement for nonpayment of Fees after sixty (60) days following the nonpayment of an invoice. Client acknowledges and agrees that if any Ethico services are suspended or terminated for any reason, including due to Client's late payment or nonpayment of Fees, Client is solely responsible for any failure to meet any legal, regulatory, or contractual obligations or deadlines, including any fees, penalties, or interest that may be assessed against Client, to the extent that Client was relying on Ethico's Services in whole or in part to meet any such obligations or deadlines. In the event of suspension or termination due to nonpayment or any other valid mechanism for termination as set forth in this Agreement, Client agrees to pay Ethico all Fees due, in addition to any expenses incurred in the collection of these Fees, at the time of said suspension or termination and to pay all monies due to Ethico in full prior to any reinstatement of or additional Services.

6. **Confidential Information.**
    a. Definition. "Confidential Information" means any information disclosed at any time by either Party, directors, officers, employees, and agents (collectively, "Representatives"), to the other Party or its Representatives in anticipation of or during the Parties' relationship, either directly or indirectly, in writing, orally, or by any other means, including, without limitation, trade secrets, operational procedures, fee schedules, passwords information concerning technology, marketing, products, strategies, planning, finances, employees, product roadmaps, customer lists, service or product purchases or modifications, performance agreements and documentation, performance results, pricing, any information marked as "confidential" or "proprietary," information Client puts into the Services intended to be confidential (including but not limited to passwords, personnel files, internal investigations and assessments) and other confidential or proprietary information that a reasonable person would understand to be confidential or proprietary. Confidential Information excludes the following:
        I. Information that was publicly known and that the disclosing Party made generally available in the public domain prior to the time of disclosure or that becomes known through legal or other public proceedings;

II. Information the receiving Party already prior knowledge of at the time of disclosure without a breach of any third Party's obligations;
III. Information the receiving Party obtains from a third Party without a breach of such third Party's confidentiality obligations at the time of disclosure; and
IV. Information the receiving Party independently develops without use of or reference to the disclosing Party's Confidential Information.

a. Confidentiality Obligations. Each Party shall protect and not disclose the other Party's Confidential Information and use it only as permitted in connection with this Agreement. Each Party shall treat the other Party's Confidential Information with the same care used to prevent the unauthorized disclosure of its own Confidential Information, which shall not be less than the care a reasonable businessperson would undertake in similar circumstances. Each Party shall only disclose Confidential Information to their Representatives if the following circumstances have been met: (i) the Confidential Information is necessary for Representatives to fulfill their job duties and (ii) the Representatives are bound by confidentiality obligations similar to or more restrictive than the obligations in this agreement. Except with regard to Representatives who meet the conditions for disclosure set forth above or as required under Applicable Law, and as set forth in any applicable DPA, BAA, or other Exhibit, Confidential Information shall not be disclosed to any third party without the written consent of the Party who owns the Confidential Information. Each Party shall be liable for their respective Representative's breach of this section. In the event that a Party is required to disclose the other Party's Confidential Information pursuant to a subpoena or any Applicable Law ("Disclosing Party"), the Disclosing Party shall promptly inform the Party whose Confidential Information may be disclosed, in writing, of the circumstances and cooperate, to the extent permitted by Applicable Law, with that Party's efforts to seek a protective order or other relief.

7. **Destruction and Return of Client Information.**
   a. Definition. Client Information is information that Ethico collects, receives, or processes from Client pursuant to fulfilling the purposes of this Agreement. Client Information is considered a

sub-set of Confidential Information and includes Personal Data (as defined below) but does not include Usage Data.

b. Destruction. Within ninety (90) days of the completion of Ethico's services for Client and/or termination of this Agreement, or earlier upon Client's written request following the termination of the Agreement, Ethico shall delete or destroy all Client Information in its possession in such a manner that Client Information cannot be read or reconstructed, except that 1) Ethico shall retain one secured copy of Client Information transferred under this Agreement for the purpose of establishing compliance with any Applicable Laws or for maintaining or defending any disputes related to this Agreement and 2) Ethico shall retain any Client Information stored in its backup infrastructure for business continuity, which will be deleted pursuant to Ethico's data retention schedule. Ethico shall continue to abide by its Confidentiality and Data Privacy obligations for any Client Information it continues to hold beyond the termination or expiration of the Agreement. Client agrees and acknowledges that if it does not provide written instructions to Ethico directing that Client Information be destroyed that Ethico may retain and delete such Client Information according to its internal data retention policies.

c. Return of Client Information on MyCM. Client understands and acknowledges that it has the ability to export its own Client Information from MyCM at any time and at no additional cost prior to the expiration or termination of the Agreement. If Client decides not to export Client Information on its own and instead elects to have Ethico perform the work of exporting Client Information from MyCM to Client, these actions by Ethico will be completed at Client's expense, pursuant to an Order Form which shall specify Ethico's standard export process of Client Information or any additional modifications or customizations requested by Client. Upon written request, Ethico shall provide to Client a written certification by an officer of Ethico confirming that the return or destruction of Client Information has been completed.

8. Data Privacy.

a. Relationship Between the Parties. Client shall act as Controller (or a "Business") and Ethico shall act as Processor (or a "Service Provider"), as defined under Applicable Laws related to data privacy and data protection. Ethico shall process information that is used or could be used to identify an individual, directly or indirectly ("Personal Data") at the written direction of Client,

including what is contemplated in this Agreement and in order to improve Ethico's Services. Client understands that as Controller it is ultimately responsible for obtaining, if required, any consent of any individual whose Personal Data may be processed pursuant to this Agreement ("Data Subject").

b. Compliance with Applicable Privacy Laws. Both Parties agree to comply with all applicable data privacy laws, rules, and regulations ("Applicable Privacy Laws").

c. Purpose of Processing and Written Instructions. The purpose of such processing Personal Data shall be to fulfill the terms of this Agreement. Client's written instructions to Ethico shall include any instructions or processes set forth or contemplated in this Agreement, including any attached Order Forms or Exhibits, and other written instruction later provided by Client via email, except where Ethico believes that instruction would violate Applicable Privacy Laws, in which case, Ethico will promptly inform Client of its objection to the instruction.

d. Data Transfers**.** Client acknowledges and agrees that Personal Data is transferred to and stored in the United States of America ("United States"). Ethico is self-certified under the Data Privacy Framework ("DPF"), which it utilizes as its valid data transfer mechanism for any Personal Data that is transferred from the United Kingdom, European Economic Area, and/or Switzerland to the United States. Client will promptly notify Ethico if it believes that additional controls or other measures need to be put in place related to data transfers between any other jurisdictions in order to comply with Applicable Privacy Laws.

e. Authorization to Use Sub-Processors. Client agrees that Ethico shall be authorized to use third-parties to process Personal Data ("Sub-Processors") in the performance of this Agreement. Ethico agrees that it shall only use Sub-Processors who agree to abide by the same or similar data privacy provisions in this Agreement when processing Personal Data on behalf of Client.

f. Security of Personal Data. Ethico agrees to use reasonable methods and safeguards to protect Personal Data, including implementing, maintaining and applying appropriate technical and organizational security measures to protect against any unauthorized collection, use, or disclosure of Personal Data, which includes maintaining SOC 2 certification.

g. Notification of Breach. In the event of a breach of Personal Data by Ethico or its Sub-Processors, Ethico shall promptly notify Client of the breach and take the necessary steps to identify, prevent, and mitigate the breach. Following prompt notification to Client, Ethico shall continue to cooperate

with Client to provide additional information that Client may reasonably request from Ethico and/or its Sub-Processors related to said breach.

h. Confidentiality and Limited Access to Personal Data. Ethico requires all its employees to sign confidentiality agreements at the start of their employment and complete an annual privacy training. Ethico maintains policies and procedures to ensure the security and confidentiality of Personal Data. Ethico restricts access to Personal Data to only those Ethico employees and Sub-Processors who need access to such Personal Data in order to complete the requirements of this Agreement.

i. Data Subject Rights. Both Parties agree to respect the applicable legal rights of Data Subjects regarding their Personal Data. Should a Data Subject make a request directly to Ethico to exercise their privacy rights, Ethico, as the Processor, will promptly inform Client of the request, and Client will promptly (i) respond to the request directly or (ii) provide written instruction to Ethico on how to respond.

j. Personal Data Deletion. Client is responsible for directing Ethico when to delete any Personal Data that Ethico may hold throughout the course and following termination of the Ethico Agreement. Except as otherwise agreed upon in writing between the Parties, the return and deletion of Personal Data shall be subject to the same procedures and restrictions as set forth in the Destruction and Return of Client Information section of this Agreement.

8. Data Privacy.

a. [Both Parties agree to comply with Applicable Laws related to data privacy and protection. The attached Exhibit [C] Data Processing Addendum(s) ("DPA(s)") shall govern the processing of any personal information of individuals pursuant to this Agreement.]

9. Usage Data. Client authorizes Ethico, as part of the Services, to access and compile information related to the use of Services ("Usage Data") to operate, analyze, improve, support, and report on the Services, including benchmarking and reports. Ethico will not disclose Usage Data externally unless it is a) de-identified so that it does not identify any entity or individual and b) aggregated with data across other customers.

MASTER SERVICES AGREEMENT

10. Intellectual Property.

a. Ownership. Each Party shall retain all right, title, and interest in any copyrights, trademarks, patent rights, and other intellectual property or proprietary rights it has acquired or developed prior to or outside the scope of this Agreement. Neither Party will acquire any right, title, or interest in the intellectual property rights of the other Party by virtue of its performance under the Agreement. For the avoidance of doubt, Client shall retain all right, title, and interest in any intellectual property that it inputs into Ethico's proprietary software or that it provides to Ethico to process under the terms of this Agreement, including any derivative works. Notwithstanding the foregoing, Ethico shall have the right to access and compile Usage Data.

b. No Implied Rights. Unless expressly granted in writing, all intellectual property rights remain the exclusive property of the original owner.

c. Limited License for Formatting. Client grants Ethico, for the Term of the Agreement, a limited, non-exclusive, non-transferable, royalty-free license to format Client's intellectual property, specifically its trademarks and service marks, for optimal display and functionality within the Services.

d. Name and Trademark Usage. Ethico may use Client's name, logos, and trademarks in its promotional materials, including advertising and marketing materials, sales presentations, publications, and communications such as press releases and emails for the purposes of revealing that Ethico provides services to Client. Client may revoke such usage at any time upon written notice to Ethico.

11. Liability Insurance.

a. Minimum Insurance Coverage. During the term of this Agreement, Ethico will maintain, at its own expense, the minimum amounts of insurance coverage as specified below:

I. General Comprehensive Liability Insurance of in an amount of at least $1,000,000 for bodily injury (including death) and property damage.

II. Commercial General Liability ("CGL") and/or Umbrella Liability insurance written on ISO Occurrence form CG 00 01 12 07 or equivalent, written on an occurrence form, with a limit of not less than $2,000,000 per each occurrence.

III. Professional Liability/Errors and Omissions coverage covering the liability for any financial loss due to negligent error or omission of Ethico or its employees and agents with a policy limit of $2,000,000 per event.

IV. Cyber Liability including network security and privacy risks. Coverage will include unauthorized access, failure of security, wrongful disclosure, collection, or other negligence in the handling of Confidential Information, privacy perils, data breach expenses, and consumer notification expenses, in an amount not less than $5,000,000.

V. Workers Compensation and Employers Liability Insurance meeting minimum statutory requirements.

VI. Commercial Umbrella and/or Employers Liability Limits of no less than $1,000,000 each accident for bodily injury and $1,000,000 each employee for bodily injury by disease.

VII. Automobile Liability and/or Umbrella Liability insurance with limits of not less than $1,000,000 each accident.

12. Warranty and Disclaimer.

a. Warranty. Ethico warrants that (i) its Services will be provided in a professional manner in accordance with industry standards and (ii) the Services will conform with the descriptions set forth in any applicable Order Form. Ethico's exclusive obligation, and Client's sole remedy, for breach of these warranties will be (i) to re-perform the Services at no additional charge, and (ii) at Ethico's sole option, to repair or replace any such non-conforming Services or to refund the Fees paid by Client for such non-conforming Services. Any replacement Services are subject to this same warranty. These warranties will not apply if the Services are: (i) modified or altered in any way (other than by Ethico or with the specific prior written consent of Ethico); (ii) not updated with the corrections, patches, fixes, updates, improvements or enhancements that Ethico may make available from time to time; (iii) used in any manner or for any purpose not specifically permitted by this Agreement, or (iv) disrupted due to virus, malicious software, or any other disruptive programs that are introduced, intentionally or unintentionally.

b. DISCLAIMER. EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ETHICO DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER

WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY WITH RESPECT TO THE SERVICES, DELIVERABLES, OR ETHICO'S PERFORMANCE UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, ACCURACY OR VERACITY OF INFORMATION, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, AND THOSE THAT MIGHT ARISE FROM ANY COURSE OF DEALING OR COURSE OF PERFORMANCE BETWEEN THE PARTIES. ETHICO EXPRESSLY DOES NOT WARRANT THAT ITS SERVICES MEET THE SPECIFIC REQUIREMENTS OF ANY FEDERAL, PROVINCIAL, STATE, OR LOCAL LAWS, REGULATIONS, OR GUIDELINES.

c. NO LEGAL SERVICES. CLIENT ACKNOWLEDGES AND AGREES THAT ETHICO IS NOT ENGAGED IN THE PRACTICE OF LAW AND THAT ANY INFORMATION PROVIDED IN ITS SERVICES OR PROVIDED BY ITS EMPLOYEES OR AGENTS MAY NOT BE RELIED UP ON AS LEGAL ADVICE. ETHICO SHALL HAVE NO LIABILITY TO CLIENT OR ANY OTHER PERSON OR ENTITY RELATING TO OR RESULTING FROM THE USE OF ITS SERVICES AND THE INFORMATION INCLUDED THEREIN, OR ANY ERRORS IN OR OMISSIONS THEREFROM. ETHICO WILL NOT BE LIABLE IN RESPECT OF ANY DECISIONS MADE BY CLIENT AS A RESULT OF THE PERFORMANCE BY ETHICO OF ITS SERVICES.

d. CLIENT RESPONSIBLE FOR USE OF SERVICES. CLIENT ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, CLIENT IS FULLY RESPONSIBLE FOR ITS USE OF THE SERVICES, INCLUDING, BUT NOT LIMITED TO ANY USE OR LACK OF USE THAT MAY RESULT IN ANY STATUTORY OR REGULATORY PENALTIES OR FINES OR LAWSUITS. CLIENT ACKNOWLEDGES AND AGREES THAT THE USE OF THE SERVICES DO NOT GUARANTEE THAT CLIENT WILL MEET ANY SPECIFIC REQUIREMENTS OF ANY SPECIFIC LAW, REGULATION OR GUIDELINE AND THAT IT IS THE RESPONSIBILITY OF CLIENT TO UTILIZE THE PRODUCTS OR SERVICES IN A WAY THAT MEETS ANY SUCH LAWS, REGULATIONS, OR GUIDELINES THAT CLIENT HAS IDENTIFIED.

e. NO GUARANTEE ON VERACITY OF INFORMATION. CLIENT ACKNOWLEDGES AND AGREES THAT ETHICO DOES NOT GUARANTEE NOR WARRANT THE VERACITY OF INFORMATION RECEIVED FROM BY ETHICO FROM ANY REPORTER TO THE HOTLINE OR MYCM OR ANY PUBLIC SOURCE AND THAT ITS ONLY RESPONSIBILITY WITH REGARD TO

VERACITY OF INFORMATION IS TO ACCURATELY CONVEY TO CLIENT THE INFORMATION IT RECEIVES FROM ANY OF THESE SOURCES. FURTHERMORE, ETHICO IS NOT RESPONSIBLE AND SHALL NOT BE LIABLE FOR ANY ACTION OR INACTION CLIENT MAY TAKE BASED ON INFORMATION ACCURATELY RELAYED TO CLIENT BY ETHICO, INCLUDING ANY MISUSE OR ABUSE OF INFORMATION APPROPRIATELY OBTAINED BY ETHICO AND CONVEYED TO CLIENT PURSUANT TO THIS AGREEMENT.

f. INFORMATION SENT VIA INTERNET. IN NO EVENT SHALL ETHICO BE LIABLE FOR ANY LOST OR DELAYED E-MAIL MESSAGES OR ATTACHMENTS, OR DAMAGES CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS THAT WERE NOT CAUSED BY ETHICO.

13. Termination.

a. General. The Agreement, or any Applicable Order Form, may be terminated under the following circumstances:
   1. Either Party may terminate the Agreement in the event of a material breach by the other Party; or
   2. Ethico may terminate the Agreement in the event of nonpayment or late payment of Fees.

b. Opportunity to Cure. In the event of a material breach of any provision of this Agreement, the non-breaching Party shall notify the breaching Party in writing of the specific nature of the breach and shall request that it be cured within a specified time period of thirty (30) days or more. The Parties agree to work together in good faith to cure any alleged or actual breach. If the breaching Party does not cure the breach within the specified time period to cure, the non-breaching Party may terminate the Agreement, effective on the date specified in the written notice.

c. Reimbursement or Payment of Fees. In the event that Ethico is the breaching Party and is not able to cure the breach within the specified time frame, Ethico shall reimburse Client for any Fees for Services paid in advance and not rendered or delivered while the Agreement was in effect. In the event that Client is the breaching Party, and Ethico exercises its right to terminate, Client is responsible for all outstanding Fees due to Ethico, which shall be due and payable immediately upon termination.

d. Revocation of All Licenses. Upon termination or expiration of this Agreement, all licenses granted herein will terminate.

e. Termination of an Order Form. In the event that either Party has the right to terminate the Agreement and has multiple Order Forms in place, the Parties may mutually agree, in writing and signed by each Party's duly authorized representative, to maintain the Agreement and terminate only the Order Form that gave rise to the right to terminate.

14. Indemnification.

a. By Ethico. Ethico agrees to indemnify and hold harmless Client and its respective affiliates (which shall include any companies that are owned or controlled by Client), directors, officers, employees, agents, subcontractors and insurers from and against any and all claims, demands, actions, losses, expenses, damages, liabilities, costs (including, without limitation, interest, penalties and reasonable experts' and attorneys' fees) and judgments, in whatever jurisdiction brought, under either federal or state law, from any and all actions, liabilities, damages, claims or expenses of any kind, including reasonable attorneys' fees, brought by any third party against Client and which arise from (i) Ethico's wilful violation of Applicable Law in relation to this Agreement, (ii) claims that Ethico is deliberately infringing or misappropriating any third-party intellectual property rights, or (iii) Ethico's violation of the Confidentiality section of this Agreement.

b. By Client. Client agrees to indemnify and hold harmless Ethico and its respective affiliates (which shall include any companies that are owned or controlled by Ethico), directors, officers, employees, agents, subcontractors and insurers from and against any and all claims, demands, actions, losses, expenses, damages, liabilities, costs (including, without limitation, interest, penalties and reasonable experts' and attorneys' fees) and judgments, in whatever jurisdiction brought, under either federal or state law, from any and all actions, liabilities, damages, claims or expenses of any kind, including reasonable attorneys' fees, brought by any third party against Ethico and which arise from (i) Client's wilful violation of Applicable Law in relation to this Agreement; (ii) claims that Client is deliberately infringing or misappropriating any third-party intellectual property rights; (iii) Client's violation of the Confidentiality section of this Agreement, (iv) taxes for which Client is liable; or (v) claims related to Client's misuse or abuse of the Services, including any misuse or abuse of any information appropriately obtained by Ethico and accurately conveyed to Client pursuant to this Agreement.

c. Indemnification Notice. The Party who is seeking indemnification ("Indemnified Party") must promptly provide Notice to the Party from whom indemnification is being sought ("Indemnifying Party") and set forth all relevant facts and circumstances related to any indemnification claim.

15. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY, WHETHER UNDER THEORY OF CONTRACT, TORT, OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECULATIVE, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING ANY DAMAGE TO BUSINESS REPUTATION, LOST PROFITS, OR LOST DATA), WHETHER FORESEEABLE OR NOT, AND WHETHER OR NOT SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AGGREGATE CUMULATIVE VALUE OF FEES PAID UNDER THIS AGREEMENT FOR THE TWELVE-MONTH PERIOD PRIOR TO THE DATE THAT SUCH LIABILITY FIRST ARISES. THESE LIMITATIONS OF LIABILITY SHALL NOT APPLY TO DAMAGES ARISING OUT OF BREACHES OF CONFIDENTIALITY OBLIGATIONS, DELIBERATE VIOLATIONS OF EITHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR THE PAYMENT OF FEES. NO CLAIM OR ACTION, REGARDLESS OF FORM, MAY BE BROUGHT BY EITHER PARTY MORE THAN TWO YEARS AFTER SAID CAUSE OF ACTION ARISES.

16. Governing Law. ~~This Agreement shall be governed by and construed in accordance with laws of the State of North Carolina, in the United States of America, without regard to the choice of law rules thereof.~~ Venue of this Agreement shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

17. Dispute Resolution.

a. **Mediation**. In the event of any controversy, dispute or disagreement arising out of or relating to this Agreement, including any alleged breach thereof, the Parties agree to first attempt to resolve the matter through a non-binding confidential mediation before pursuing any legal action. The Parties agree to participate in the mediation in good faith, including sharing all necessary information and working towards a mutually acceptable resolution. The Parties shall choose a

mediator from a list provided by the American Arbitration Association. The costs of the mediation shall be split between the parties.

b. **Arbitration**. In the event that the Parties are unable to settle any controversy, dispute or disagreement arising out of or relating to this Agreement, including any alleged breach thereof, through mediation, then the matter shall be settled by arbitration. The arbitration shall be administered in Charlotte, North Carolina by the American Arbitration Association under its Commercial Arbitration Rules, as presently in effect, and which to the extent of the subject matter of the arbitration shall be binding not only on all Parties to the Agreement but also on any other entity controlled by, in control of or under common control with the Party, to the extent that such entity joins in the arbitration, and judgment on the decision rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each Party shall bear their own costs and expenses incurred in connection with any such arbitration.

18. Force Majeure. A Party will not be deemed to be in breach of its obligations under this Agreement to the extent that a failure to perform is due, in any substantial part, to factors beyond its reasonable control, including, without limitation, civil disorder, disruptions of telecommunications services and/or third party internet service providers, outside electrical failures, cyberattacks on a Party's internal systems or on the internal systems of third parties which host a Party's infrastructure (including internet service providers and telecommunication providers), labor disputes, pandemics, governmental restrictions, fires, explosions, earthquakes, drought, tidal waves and floods, unusually severe weather, war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, embargo, rebellion, revolution, insurrection, or military or usurped power, civil war, contamination, riot, commotion, strikes, go slows, lock outs disorder, acts or threats of terrorism or other events beyond the control of a Party (each a "Force Majeure").

19. Independent Contractor; No Agency. Client is retaining Ethico as an independent contractor. Nothing in this Agreement shall be construed to create a joint venture, partnership, or any employment relationship between the Parties or between its employees or subcontractors. Unless otherwise expressly provided by written agreement, neither Party shall be liable for any of the obligations, liabilities or debts of

the other Party. Neither Party shall be deemed to be an employee, agent, partner, or legal representative of the other for any purpose, nor shall either Party have any right, power, or authority to create any obligation or responsibility on behalf of the other.

20. No Waiver. Any delay in enforcement of any provision or rights set forth in this Agreement shall not constitute a waiver of the enforcement of any such provision or rights, unless such waiver is in writing and signed by the waiving Party.

21. Survival. Upon expiration or termination of this Agreement, all terms and conditions of this Agreement that, by their sense and content, are intended to survive the expiration or termination of this Agreement, shall survive, regardless of the reason of such expiration or termination, including, but not limited to Fees, Payment, Confidential Information, Data Privacy, Limitation of Liability, and Governing Law.

22. Headings. Headings contained herein are for convenience only and shall not affect the interpretation of the Agreement.

23. Counterparts. This Agreement may be executed in counterparts, which together shall constitute a single agreement. This Agreement and any documents relating to it may be executed and transmitted to any other Party via email. Electronic signatures and/or scanned copies of hard copy signatures shall be deemed to be original signatures.

24. Severability. If any part of this Agreement shall be determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, then such part shall be construed to reflect the original intention of the Parties, to the extent permitted under Applicable Law, and all remaining parts of this Agreement shall remain in full force and effect insofar as reasonably possible.

25. Notice. Notice under this Agreement means written notification sent to a Party via postal mail or email. Notices to Ethico should be sent to the address listed in the “For Notice” section of the Contact Information section of this Agreement.

MASTER SERVICES AGREEMENT

26. Amendments. Any subsequent appendixes, annexes, or amendments to this Agreement must reference this Agreement must and be executed by a duly authorized representative of each Party.

27. Assignment. The terms of the Agreement shall be binding on the Parties and their respective successors. Neither Party may sub-license, assign, transfer or delegate its rights, duties, or obligations under this Agreement (in whole or in part) to any person or entity without the prior written consent of the other Party, except that either Party shall be permitted to fully assign this Agreement (and any Amendment hereto) to the purchaser of all or substantially all of its assets or business to any successor by merger, consolidation, or similar corporate action, and, in the case of Client, where an assignment changes the Service Quote of any Order Form (including, but not limited to, employee count or search base population), the Parties shall renegotiate the Fees as set forth in the Fee Basis and Renegotiation section of this Agreement to reflect said changes.

28. Entire Agreement. This Agreement, including any attached Order Form, applicable DPA or BAA, and another Exhibit, shall constitute the complete and entire expression of the agreement between the Parties, and shall supersede any and all other agreements, whether written or oral, electronic or otherwise, between the Parties.

29. Contact Information:

Client Liaison:		**Ethico Liaison:**	Account Management Team
Title:		Title:	

MASTER SERVICES AGREEMENT

Street:		Street:	8615 Cliff Cameron Dr. Suite 290 Charlotte, NC 28262
E-mail:		E-mail:	accountmanagement@ethico.com
Phone:		Phone:	D (704) 547-9000
For Billing:			
Invoices To:		**Payments To:**	Team Billing
Street:		Street:	8615 Cliff Cameron Dr. Suite 290 Charlotte, NC 28262
E-mail:		E-mail:	teambilling@ethico.com
Phone:		Phone:	800-617-0415
For Notice:			
			8615 Cliff Cameron Dr. Suite 290 Charlotte, NC 28262
			accountmanagement@ethico.com

IN WITNESS WHEREOF, the Parties' authorized representatives have executed this Agreement to be effective as of the Effective Date:

MASTER SERVICES AGREEMENT

Acknowledged and agreed:

CLIENT:	**ETHICO:**
Authorized Signature:	**Authorized Signature:**
Name:	**Name:**
Title:	**Title:** Co-CEO
Effective Date:	**Effective Date:**

Exhibit A - Order Form

This Order Form Exhibit ("Order Form") is issued pursuant to the Ethico Agreement between Ethico ("Ethico") and Williamson County EMS ("Client") and effective as of the date both Parties have signed this Order Form. This Order Form is subject to the terms and conditions contained in the Agreement between the Parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this Scope and the terms of this Agreement, the terms of this Order Form shall govern and prevail.

Services. This section defines the Services to be provided by Ethico to Client under this Agreement.

SanctionCheck.

Ethico has developed a cumulative searchable sanctions database known as ("SCWEB") with information obtained from various government-provided listings, which Ethico represents will assist Client in identifying individuals and entities which have been sanctioned, debarred or otherwise excluded from participation in federally funded health care programs or other qualified (federally or not) program participation. This section describes the SanctionCheck Service as provided by Ethico.

1. **License Grant.**
    a. Ethico hereby grants to Client a nonexclusive, non-transferable, revocable license to search, retrieve, display, print and download information contained within SCWEB via the Internet.
    b. It is expressly understood that no title to or ownership of SCWEB, or any part thereof, is hereby transferred to Client. Notwithstanding the above, Client shall have the right to make available to other Parties any such information about SCWEB that is necessary for Client to conduct its daily business.
2. **Access to and Use of SCWEB.**
    a. Ethico shall issue Client with usernames and passwords for Internet access to SCWEB. The number of usernames and passwords are defined under this Order Form.
    b. Access to SCWEB shall be provided twenty-four (24) hours a day, seven (7) days a week, except during maintenance and reasonable downtime, when access will not be available. Ethico provides the following Service Level Agreement ("SLA"): during the Term of this Agreement, SCWEB will be operational and available to Client at least 99% of the time each year aside from Scheduled Downtime, maintenance, and other reasonable downtimes. If Ethico does not meet the SLA within any given year Client may be eligible to receive a Service Credit of 10% of 1/12th of Client's annual SCWEB fee for every 1 day of outage, up to a yearly maximum of 100% of 1/12th of Client's annual SCWEB fee.
    c. Data transmission and computer link to SCWEB via the Internet shall be the exclusive responsibility of Client.

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d. Client represents and warrants and expressly undertakes not to (i) upload any material that contains viruses, worms, Trojan Horses, time bombs, cancel bots, or anything of a like nature or (ii) provide or otherwise make available access to SCWEB for commercial purposes in any form to any person without the prior written consent of the Ethico or (iii) download data from SCWEB for the purpose of creating or contributing to a database that will be searched as a substitute for, or alternative to, SCWEB or (iv) assert any proprietary rights to any portion of SCWEB, or any information contained within SCWEB or (v) divulge the password(s) to unauthorized users and to promptly inform the Ethico in the event a password is compromised.

e. Any additional licenses added during a term of this Agreement will be priced according to the Ethico standard price at the time of request, unless otherwise specified in writing, and will be recorded in writing (including via email to Ethico) by an authorized representative of Client.

f. Scheduled Downtime. The following activities for the purpose of this Agreement will constitute Scheduled Downtime: 1) standard system maintenance 2) system upgrades 3) and other reasonable downtimes. Ethico will notify Client, in writing, via email, of periods of Scheduled Downtime at least three (3) days prior to the commencement of such Scheduled Downtime. Scheduled Downtime is not considered downtime for purposes of this Agreement and will not be counted towards any downtime periods.

g. Client acknowledges and agrees that, where a government agency will not accept encrypted communications of any kind, that Ethico will, when performing any additional services, including but not limited to rule-outs, send the relevant Client documentation to the government agency in a non-encrypted format.

3. **Resolving Matches.** Client must confirm that the information obtained from various government provided listings, and the information reported on each of the “Potential” matches, is correct before drawing any conclusions on the relevancy of the match. Client acknowledges and agrees that the information reported from the various government listings may not be complete or accurate. It is also possible that information may exist but has not been reported by the agencies and accessed by SanctionCheck. SanctionCheck does not add any information to the report, nor attempt to merge files from different sources. Client acknowledges and agrees that any inaccurate information provided by Client to Ethico could also affect the completeness or accuracy of any results. Additionally, Client acknowledges that SanctionCheck neither verifies credentials nor obtains information from court records. Client must make the final determination of whether the information is identifiable with any individual/entity searched by Client.

4. **Additional Services.** Upon the commencement of service, and additional dates as agreed, Client will submit a list Client’s complete Employee List (employees, medical staff, physicians) and/or Vendor List (vendors, entities, contractors) that it wishes to be searched (“Lists”) to SCWEB in CSV or Excel format. Lists not uploaded into SCWEB in the specified format will either be rejected for screening or may result in inaccurate results. Also, throughout the Term of this Agreement, Client may submit additional names of individuals, entities and/or vendors, via SCWEB. Client will designate an individual or individuals to act as the account manager in the development of reporting procedures between Ethico and Client and to serve as the recipient of

all documented reporting from Ethico. Annual Utilization Level (AUL) is not to be exceeded. Additional names searched will be billed at 3 times the per-name cost, billable monthly unless the Agreement pricing is right-sized. Client will receive the service tier set forth in the Service Quote:

1. Basic: All Employee List and/or Vendor List files submitted for service will include an appropriate and persistent unique identifier for each record across subsequent submissions of file updates. Files submitted without a unique identifier or which require additional file management services by Ethico will incur service add-on surcharges at the Ethico standard price at the time of service. Ethico will process Client-submitted requests against SCWEB data. Following such comparison at the Ethico standard match level, Ethico will transmit to Client documentation certifying that the submitted employee(s), medical staff, physician(s) and/or vendor(s) comparisons have been performed. Review of potential matches at a match level beyond the Ethico standard match level (Advanced Match Level review), or other special services (including file management per file, service on a file without a unique identifier, or one-time advanced service level review) are available and require additional Fees. The documentation will include the date of the search, how many searches were conducted, and how many of the searches resulted in potential or confirmed matches. All potential or confirmed matches will be additionally identified on an Exclusion Results Certification. Ethico's reporting of such positive identifications shall include a replication of all information contained within the government reports for each and every positively identified employee, physician, medical staff, and/or vendor.
2. Essential: Ethico will perform additional rule-outs based on the initial results that are returned from the SCWEB search. Ethico will report the final results to Client. Ethico may not be able to confirm or rule out an individual based on the information provided.
3. Professional: If a potential Positive match still cannot be ruled out by Ethico, Ethico will contact the sanctioning agency with the provided information to attempt to rule out an entity. Ethico will report the final results to Client. Ethico may not be able to confirm or rule out an individual due to a number of reasons outside of its control, including lack of information provided by Client or from the sanctioning agency. If a potential Positive match still cannot be ruled out after contacting the sanctioning agency, Ethico will send an affidavit via email which will allow the entity in question to attest to whether they are the sanctioned entity or not.

5. **Warranty and Remedy.**
   a. Ethico has agreed to provide Client with certain information received from United States, state or local government sources referenced under the Service Quote, which allegedly concerns possible violations of the law or other forms of misconduct relating to employees, medical staff, physicians, subsidiaries, affiliates, and/or vendors of Client. It is agreed and understood by Client, that Ethico warrants the accuracy of information contained within the SanctionCheck database to the extent that the information is a duplicate of the information obtained from various government-provided listings. Ethico, however, neither warrants, vouches for, nor authenticates the reliability of this information nor does Ethico guarantee the accuracy, adequacy, quality, validity, completeness, or suitability of the information obtained from various government-provided listings for any

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purpose. Client agrees that, except for the specific duties of Ethico as set forth herein, Client shall have the sole responsibility to evaluate the information and to comply with all local, state, and federal laws pertaining to the investigation and protection of such information, as well as the protection of all rights of any person or persons accused of or potentially associated with any wrongdoing. In the event SCWEB fails to operate or perform the functions described in the documentation provided within SCWEB, Ethico will use commercially reasonable efforts to correct such failure. If Ethico, however, is unable to correct any such failure, Ethico will refund the license and maintenance Fees paid by Client for SCWEB in the current Term in lieu of correcting the failure. Refunds of the license and maintenance Fees may be prorated based on the materiality of the failure of Client's overall use of SCWEB and the length of time such SCWEB was used by Client. Client shall be entitled to a full refund of the license and maintenance Fees only when SCWEB has so failed as to be of no value whatsoever to Client.

6. **ActionCheck Guarantee**. Ethico warrants that it maintains cyber security and errors and omissions insurance policies, each with coverage limits of no less than $5,000,000. In the event Client incurs actual damages, including but not limited to fines, penalties, or other losses, as the direct result of relying on work performed by Ethico that was performed negligently or not in accordance with industry standards, Ethico shall reimburse Client for such actual damages up to the coverage limits of the aforementioned insurance policies. Provider's liability under this guarantee is limited to the amount of actual damages incurred by Client that are attributable to Ethico's failure to perform its work consistent with industry standards, not to exceed the insurance coverage limits stated herein. This guarantee shall be valid for the duration of contract term from the effective date of this agreement. To make a claim under this guarantee, Client must provide written notice to Provider within 30 days of incurring damages, along with documentation substantiating the damages incurred. Provider shall have 180 days following receipt of notice and documentation to investigate the claim and make any payment owed under this guarantee. The foregoing sets forth Provider's entire liability and Client's sole remedy under this "Action Check Guarantee."

Social Security Death Index Search. The Social Security Death Index ("SSDI" or "SSDM") is a large database containing vital information of more than 77 million people (primarily Americans) whose deaths have been reported to the U.S. Social Security Administration ("SSA"). For various reasons, not everyone who has been issued a Social Security number and is deceased will appear in this file. Upon the commencement of service, and additional dates as agreed, Client will submit a list of the people to be screened, in Ethico's provided CSV or Excel template, and loaded into Ethico's SanctionCheck platform ("SCWEB"). Lists not uploaded into SCWEB in the specified format will either be rejected for screening or will produce less than satisfactory results. Also, throughout the Term of this Agreement, Client may submit additional names of individuals, entities and/or vendors, via SCWEB. Client will designate an individual or individuals to act as the account manager in the development of reporting procedures between Ethico and Client and to serve as the recipient of all documented reporting from Ethico. Ethico will screen each person to confirm that the social security number they are using is not associated with a known deceased person for the SSDI database. The results will be delivered in SCWEB. Clients can view the results and print them via PDF or Excel.

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1. **License Grant.**
    a. Ethico hereby grants to Client, and Client hereby accepts, a non-exclusive, non-transferable license to search, retrieve, display, print and download information contained within SCWEB via the Internet.
    b. It is expressly understood that no title to or ownership of SCWEB, or any part thereof, is hereby transferred to Client. Notwithstanding the above, Client shall have the right to make available to other Parties any such information about SCWEB that is necessary for Client to conduct its daily business.

2. **Access to and Use of SCWEB.**
    a. Ethico shall issue Client with usernames and passwords for Internet access to SCWEB. The number of usernames and passwords are defined under this Order Form.
    b. Access to SCWEB shall be provided twenty-four (24) hours a day, seven (7) days a week, except during maintenance and reasonable downtime, when access will not be available. Ethico agrees, during the Term of this Agreement, SCWEB will be operational and available to Client at least 99% of the time each year aside from Scheduled Downtime, maintenance, and other reasonable downtimes. If Ethico does not meet the SLA within any given year Client may be eligible to receive a Service Credit of 10% of 1/12th of Client's annual SCWEB fee for every 1 day of outage, up to a yearly maximum of 100% of 1/12th of Client's annual SCWEB fee.
    c. Data transmission and computer link to SCWEB via the Internet shall be the exclusive responsibility of Client.
    d. Client expressly undertakes not to (i) upload any material that contains viruses, worms, Trojan Horses, time bombs, cancel bots, or anything of a like nature or (ii) provide or otherwise make available access to SCWEB for commercial purposes in any form to any person without the prior written consent of the Ethico or (iii) download data from SCWEB for the purpose of creating or contributing to a database that will be searched as a substitute for, or alternative to, SCWEB or (iv) assert any proprietary rights to any portion of SCWEB, or any information contained within SCWEB or (v) divulge the password(s) to unauthorized users and to promptly inform the Ethico in the event a password is compromised.
    e. Any additional licenses added during a term of this Agreement will be priced according to the Ethico standard price at the time of request, unless otherwise specified in writing, and will be recorded in writing (including via email to Ethico) by an authorized representative of Client.
    f. Scheduled Downtime. The following activities for the purpose of this Agreement will constitute Scheduled Downtime: 1) standard system maintenance 2) system upgrades 3) and other reasonable downtimes. Ethico will notify Client of periods of downtime at least three (3) days prior to the commencement of such downtime. Scheduled Downtime is not considered downtime for purposes of this Agreement and will not be counted towards any downtime periods.

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3. **Warranty and Remedy**. Ethico has agreed to provide Client with certain information received from the United States government sources referenced under the Service Quote which allegedly concerns possible violations of the law or other forms of misconduct relating to employees, medical staff, physicians, entities and/or vendors of Client. It is agreed and understood by Client, that Ethico warrants the accuracy of information contained within the SSDI database to the extent that the information is a duplicate of the information obtained from various government-provided listings. Ethico, however, neither warrants, vouches for, nor authenticates the reliability of this information nor does Ethico guarantee the accuracy, adequacy, quality, validity, completeness, or suitability of the information obtained from government-provided listings for any purpose. Client agrees that, except for the specific duties of Ethico as set forth herein, Client shall have the sole responsibility to evaluate the information and to comply with all local, state, and federal laws pertaining to the investigation and protection of such information.

9. Service Tiers. Client will receive the Service Tier and options itemized in the Service Quote:

SanctionCheck - Basic. Subscription to this Tier includes Client access to SCWEB for all Employee List and/or Vendor List files submitted for service and will include an appropriate and persistent unique identifier for each record across subsequent submissions of file updates. Files submitted without a unique identifier or which require additional file management services by Ethico will incur service add-on surcharges at the Ethico standard price at the time of service. Ethico will process the Client-submitted requests against SCWEB data. Following such comparison at the Ethico standard match level, Ethico will transmit to Client documentation certifying that the submitted employee(s), medical staff, physician(s) and/or vendor(s) comparisons have been performed. Review of potential matches at a match level beyond the Ethico standard match level or other special services (including file management, correction of files without a unique identifier, or one-time advanced service level review) are available and require additional fees. The documentation will include the date of the search, how many searches were conducted, and how many of the searches resulted in potential or confirmed matches. All potential or confirmed matches will be additionally identified on an Exclusion Results Certification. Ethico's reporting of such positive identifications shall include a replication of all information contained within the government reports for each and every positively identified employee, physician, medical staff, and/or vendor.

SanctionCheck - Essential. Subscription to this Tier includes all SanctionCheck Basic features plus the following: Ethico will perform additional rule-outs based on the initial results that are returned from the SCWEB search. Ethico will report the final results to Client. Ethico may not be able to confirm or rule out an individual based on the information provided.

SanctionCheck - Professional. Subscription to this Tier includes all SanctionCheck Basic and Essential features plus the following: If a potential Positive match still cannot be ruled out by Ethico, Ethico will contact the sanctioning agency with the provided information to attempt to rule out an entity. Ethico will report the final results to the Client. Ethico may not be able to confirm or rule out an individual due to a number of reasons outside of its control, including lack of information provided by

Exhibit A - Order Form

Client or from the sanctioning agency. If a potential Positive match still cannot be ruled out after contacting the sanctioning agency, Ethico will send an affidavit via email which will allow the entity in question to attest to whether they are the sanctioned entity or not.

Single Sign-On (SSO).

1. If Client uses Single Sign On to access the Services, this section applies. Ethico shall implement Single Sign-On ("SSO") between Client's software and Ethico's software platform, subject to the Parties' abilities to satisfy the security requirements of the other Party. Ethico shall cooperate with Client during all stages of implementing SSO, including any exploratory or information gathering stages. Ethico shall determine any project timeframes, including the final effective date; however, Client shall assist Ethico in determining reasonable timeframes by providing any information requested by Ethico. Both Parties shall support SSO through a number of federated identity standards including, but not limited to, SAML2.0 (Security Assertion Markup Language), OAuth (Open Authorization) and others as mutually agreed upon by both Parties. Both Parties shall maintain and support SSO in relation to the software or platforms that they control.
2. SSO IDs are used in lieu of username/password credentials for authentication and are only shared with the respective SSO provider as required for authentication. Client shall authenticate each of its representatives ("User") prior to gaining access to the Services using the agreed upon SSO protocol. At the time Client attempts to access Ethico's web application, Client will identify and authenticate its User through the SSO process by employing commercially reasonable security practices accepted in the industry. After Client has authenticated its User, it will securely transmit the User's credentials to Ethico. Upon receiving the transmission, Ethico will authorize Client to access its Services through Ethico's web application upon verification.
3. Should unauthorized access to Ethico's websites or other services occur through the negligent, willful or otherwise unlawful disclosure or use of SSO, Client shall indemnify Ethico against any losses, damage or hacking to Ethico's systems, Services, website, or business caused by such disclosure or use.
4. **User Provisioning**. If included in the Order Form, user provisioning capabilities will be a part of SSO. This will allow Clients to create licensed users with a set of predetermined permissions and settings. This will be based on the authentication group that they are assigned in Client's user directory. Client will need to send Ethico the group names and participants as a SAML attribute during the SSO implementation stage. This will ensure that the new users are successfully created with the correct permissions and settings granted.

AGREEMENT AMENDMENT

THIS AMENDMENT (this "Amendment") to the Williamson County EMS ComplianceLine, LLC dba Ethico. ComplianceLine Agreement originally dated the 15th of May, 2018 is amended and effective as of the date of signature by ComplianceLine, LLC, dba Ethico a Delaware Limited Liability Company ("ETHICO") and Williamson County EMS ("CLIENT"). Ethico and Client are sometimes collectively referred to herein as the "Parties."

NOW, **THEREFORE**, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which is acknowledged by the Parties as sufficient, the Parties agree as follows:

The following section(s) have been amended to add the following:

SanctionCheck.
Ethico has developed a cumulative searchable sanctions database known as ("SCWEB") with information obtained from various government-provided listings, which Ethico represents will assist Client in identifying individuals and entities which have been sanctioned, debarred or otherwise excluded from participation in federally funded health care programs or other qualified (federally or not) program participation. This section describes the SanctionCheck Service as provided by Ethico.

1. **License Grant.**
   a. Ethico hereby grants to Client a nonexclusive, non-transferable, revocable license to search, retrieve, display, print and download information contained within SCWEB via the Internet.
   b. It is expressly understood that no title to or ownership of SCWEB, or any part thereof, is hereby transferred to Client. Notwithstanding the above, Client shall have the right to make available to other Parties any such information about SCWEB that is necessary for Client to conduct its daily business.
2. **Access to and Use of SCWEB.**
   a. Ethico shall issue Client with usernames and passwords for Internet access to SCWEB. The number of usernames and passwords are defined under this Order Form.
   b. Access to SCWEB shall be provided twenty-four (24) hours a day, seven (7) days a week, except during maintenance and reasonable downtime, when access will not be available. Ethico provides the following Service Level Agreement ("SLA"): during the Term of this Agreement, SCWEB will be operational and available to Client at least 99% of the time each year aside from Scheduled Downtime, maintenance, and other reasonable downtimes. If Ethico does not meet the SLA within any given year Client may

be eligible to receive a Service Credit of 10% of 1/12th of Client's annual SCWEB fee for every 1 day of outage, up to a yearly maximum of 100% of 1/12th of Client's annual SCWEB fee.

c. Data transmission and computer link to SCWEB via the Internet shall be the exclusive responsibility of Client.
d. Client represents and warrants and expressly undertakes not to (i) upload any material that contains viruses, worms, Trojan Horses, time bombs, cancel bots, or anything of a like nature or (ii) provide or otherwise make available access to SCWEB for commercial purposes in any form to any person without the prior written consent of the Ethico or (iii) download data from SCWEB for the purpose of creating or contributing to a database that will be searched as a substitute for, or alternative to, SCWEB or (iv) assert any proprietary rights to any portion of SCWEB, or any information contained within SCWEB or (v) divulge the password(s) to unauthorized users and to promptly inform the Ethico in the event a password is compromised.
e. Any additional licenses added during a term of this Agreement will be priced according to the Ethico standard price at the time of request, unless otherwise specified in writing, and will be recorded in writing (including via email to Ethico) by an authorized representative of Client.
f. Scheduled Downtime. The following activities for the purpose of this Agreement will constitute Scheduled Downtime: 1) standard system maintenance 2) system upgrades 3) and other reasonable downtimes. Ethico will notify Client, in writing, via email, of periods of Scheduled Downtime at least three (3) days prior to the commencement of such Scheduled Downtime. Scheduled Downtime is not considered downtime for purposes of this Agreement and will not be counted towards any downtime periods.
g. Client acknowledges and agrees that, where a government agency will not accept encrypted communications of any kind, that Ethico will, when performing any additional services, including but not limited to rule-outs, send the relevant Client documentation to the government agency in a non-encrypted format.

3. **Resolving Matches.** Client must confirm that the information obtained from various government provided listings, and the information reported on each of the "Potential" matches, is correct before drawing any conclusions on the relevancy of the match. Client acknowledges and agrees that the information reported from the various government listings may not be complete or accurate. It is also possible that information may exist but has not been reported by the agencies and accessed by SanctionCheck. SanctionCheck does not add any information to the report, nor attempt to merge files from different sources. Client acknowledges and agrees that any inaccurate information provided by Client to Ethico could also affect the completeness or accuracy of any results. Additionally, Client acknowledges that SanctionCheck neither verifies credentials nor obtains information from court records. Client must make the final determination of whether the information is identifiable with any individual/entity searched by Client.

4. **Additional Services.** Upon the commencement of service, and additional dates as agreed, Client will submit a list Client's complete Employee List (employees, medical staff, physicians) and/or Vendor List (vendors, entities, contractors) that it wishes to be searched ("Lists") to SCWEB in CSV or Excel format. Lists not uploaded into SCWEB in the specified format will either be rejected for screening or may result in inaccurate results. Also, throughout the Term of this Agreement, Client may submit additional names of individuals, entities and/or vendors, via SCWEB. Client will designate an individual or individuals to act as the account manager in the development of reporting procedures between Ethico and Client and to serve as the recipient of all documented reporting from Ethico. Annual Utilization Level (AUL) is not to be exceeded.

Additional names searched will be billed at 3 times the per-name cost, billable monthly unless the Agreement pricing is right-sized. Client will receive the service tier set forth in the Service Quote:

1. Basic: All Employee List and/or Vendor List files submitted for service will include an appropriate and persistent unique identifier for each record across subsequent submissions of file updates. Files submitted without a unique identifier or which require additional file management services by Ethico will incur service add-on surcharges at the Ethico standard price at the time of service. Ethico will process Client-submitted requests against SCWEB data. Following such comparison at the Ethico standard match level, Ethico will transmit to Client documentation certifying that the submitted employee(s), medical staff, physician(s) and/or vendor(s) comparisons have been performed. Review of potential matches at a match level beyond the Ethico standard match level (Advanced Match Level review), or other special services (including file management per file, service on a file without a unique identifier, or one-time advanced service level review) are available and require additional Fees. The documentation will include the date of the search, how many searches were conducted, and how many of the searches resulted in potential or confirmed matches. All potential or confirmed matches will be additionally identified on an Exclusion Results Certification. Ethico's reporting of such positive identifications shall include a replication of all information contained within the government reports for each and every positively identified employee, physician, medical staff, and/or vendor.
2. Essential: Ethico will perform additional rule-outs based on the initial results that are returned from the SCWEB search. Ethico will report the final results to Client. Ethico may not be able to confirm or rule out an individual based on the information provided.
3. Professional: If a potential Positive match still cannot be ruled out by Ethico, Ethico will contact the sanctioning agency with the provided information to attempt to rule out an entity. Ethico will report the final results to Client. Ethico may not be able to confirm or rule out an individual due to a number of reasons outside of its control, including lack of information provided by Client or from the sanctioning agency. If a potential Positive match still cannot be ruled out after contacting the sanctioning agency, Ethico will send an affidavit via email which will allow the entity in question to attest to whether they are the sanctioned entity or not.

5. **Warranty and Remedy.**
   a. Ethico has agreed to provide Client with certain information received from United States, state or local government sources referenced under the Service Quote, which allegedly concerns possible violations of the law or other forms of misconduct relating to employees, medical staff, physicians, subsidiaries, affiliates, and/or vendors of Client. It is agreed and understood by Client, that Ethico warrants the accuracy of information contained within the SanctionCheck database to the extent that the information is a duplicate of the information obtained from various government-provided listings. Ethico, however, neither warrants, vouches for, nor authenticates the reliability of this information nor does Ethico guarantee the accuracy, adequacy, quality, validity, completeness, or suitability of the information obtained from various government-provided listings for any purpose. Client agrees that, except for the specific duties of Ethico as set forth herein, Client shall have the sole responsibility to evaluate the information and to comply with all local, state, and federal laws pertaining to the investigation and protection of such information, as well as the protection of all rights of any person or persons accused of or potentially associated with any wrongdoing. In the event SCWEB fails to operate or perform the functions described in the documentation provided within SCWEB, Ethico will use commercially reasonable efforts to correct such failure. If Ethico, however, is

unable to correct any such failure, Ethico will refund the license and maintenance Fees paid by Client for SCWEB in the current Term in lieu of correcting the failure. Refunds of the license and maintenance Fees may be prorated based on the materiality of the failure of Client's overall use of SCWEB and the length of time such SCWEB was used by Client. Client shall be entitled to a full refund of the license and maintenance Fees only when SCWEB has so failed as to be of no value whatsoever to Client.

6. **ActionCheck Guarantee**. Ethico warrants that it maintains cyber security and errors and omissions insurance policies, each with coverage limits of no less than $5,000,000. In the event Client incurs actual damages, including but not limited to fines, penalties, or other losses, as the direct result of relying on work performed by Ethico that was performed negligently or not in accordance with industry standards, Ethico shall reimburse Client for such actual damages up to the coverage limits of the aforementioned insurance policies. Provider's liability under this guarantee is limited to the amount of actual damages incurred by Client that are attributable to Ethico's failure to perform its work consistent with industry standards, not to exceed the insurance coverage limits stated herein. This guarantee shall be valid for the duration of contract term from the effective date of this agreement. To make a claim under this guarantee, Client must provide written notice to Provider within 30 days of incurring damages, along with documentation substantiating the damages incurred. Provider shall have 180 days following receipt of notice and documentation to investigate the claim and make any payment owed under this guarantee. The foregoing sets forth Provider's entire liability and Client's sole remedy under this "Action Check Guarantee."

Social Security Death Index Search. The Social Security Death Index ("SSDI" or "SSDM") is a large database containing vital information of more than 77 million people (primarily Americans) whose deaths have been reported to the U.S. Social Security Administration ("SSA"). For various reasons, not everyone who has been issued a Social Security number and is deceased will appear in this file. Upon the commencement of service, and additional dates as agreed, Client will submit a list of the people to be screened, in Ethico's provided CSV or Excel template, and loaded into Ethico's SanctionCheck platform ("SCWEB"). Lists not uploaded into SCWEB in the specified format will either be rejected for screening or will produce less than satisfactory results. Also, throughout the Term of this Agreement, Client may submit additional names of individuals, entities and/or vendors, via SCWEB. Client will designate an individual or individuals to act as the account manager in the development of reporting procedures between Ethico and Client and to serve as the recipient of all documented reporting from Ethico. Ethico will screen each person to confirm that the social security number they are using is not associated with a known deceased person for the SSDI database. The results will be delivered in SCWEB. Clients can view the results and print them via PDF or Excel.

1. **License Grant.**
   a. Ethico hereby grants to Client, and Client hereby accepts, a non-exclusive, non-transferable license to search, retrieve, display, print and download information contained within SCWEB via the Internet.
   b. It is expressly understood that no title to or ownership of SCWEB, or any part thereof, is hereby transferred to Client. Notwithstanding the above, Client shall have the right to make available to other Parties any such information about SCWEB that is necessary for Client to conduct its daily business.

2. **Access to and Use of SCWEB.**
   a. Ethico shall issue Client with usernames and passwords for Internet access to SCWEB. The number of usernames and passwords are defined under this Order

Form.

b. Access to SCWEB shall be provided twenty-four (24) hours a day, seven (7) days a week, except during maintenance and reasonable downtime, when access will not be available. Ethico agrees, during the Term of this Agreement, SCWEB will be operational and available to Client at least 99% of the time each year aside from Scheduled Downtime, maintenance, and other reasonable downtimes. If Ethico does not meet the SLA within any given year Client may be eligible to receive a Service Credit of 10% of 1/12th of Client's annual SCWEB fee for every 1 day of outage, up to a yearly maximum of 100% of 1/12th of Client's annual SCWEB fee.
c. Data transmission and computer link to SCWEB via the Internet shall be the exclusive responsibility of Client.
d. Client expressly undertakes not to (i) upload any material that contains viruses, worms, Trojan Horses, time bombs, cancel bots, or anything of a like nature or (ii) provide or otherwise make available access to SCWEB for commercial purposes in any form to any person without the prior written consent of the Ethico or (iii) download data from SCWEB for the purpose of creating or contributing to a database that will be searched as a substitute for, or alternative to, SCWEB or (iv) assert any proprietary rights to any portion of SCWEB, or any information contained within SCWEB or (v) divulge the password(s) to unauthorized users and to promptly inform the Ethico in the event a password is compromised.
e. Any additional licenses added during a term of this Agreement will be priced according to the Ethico standard price at the time of request, unless otherwise specified in writing, and will be recorded in writing (including via email to Ethico) by an authorized representative of Client.
f. Scheduled Downtime. The following activities for the purpose of this Agreement will constitute Scheduled Downtime: 1) standard system maintenance 2) system upgrades 3) and other reasonable downtimes. Ethico will notify Client of periods of downtime at least three (3) days prior to the commencement of such downtime. Scheduled Downtime is not considered downtime for purposes of this Agreement and will not be counted towards any downtime periods.

3. **Warranty and Remedy**. Ethico has agreed to provide Client with certain information received from the United States government sources referenced under the Service Quote which allegedly concerns possible violations of the law or other forms of misconduct relating to employees, medical staff, physicians, entities and/or vendors of Client. It is agreed and understood by Client, that Ethico warrants the accuracy of information contained within the SSDI database to the extent that the information is a duplicate of the information obtained from various government-provided listings. Ethico, however, neither warrants, vouches for, nor authenticates the reliability of this information nor does Ethico guarantee the accuracy, adequacy, quality, validity, completeness, or suitability of the information obtained from government-provided listings for any purpose. Client agrees that, except for the specific duties of Ethico as set forth herein, Client shall have the sole responsibility to evaluate the information and to comply with all local, state, and federal laws pertaining to the investigation and protection of such information.

9. Service Tiers. Client will receive the Service Tier and options itemized in the Service Quote:

SanctionCheck - Basic. Subscription to this Tier includes Client access to SCWEB for all Employee List and/or Vendor List files submitted for service and will include an appropriate and persistent unique identifier for each record across subsequent submissions of file updates. Files submitted without a

unique identifier or which require additional file management services by Ethico will incur service add-on surcharges at the Ethico standard price at the time of service. Ethico will process the Client-submitted requests against SCWEB data. Following such comparison at the Ethico standard match level, Ethico will transmit to Client documentation certifying that the submitted employee(s), medical staff, physician(s) and/or vendor(s) comparisons have been performed. Review of potential matches at a match level beyond the Ethico standard match level or other special services (including file management, correction of files without a unique identifier, or one-time advanced service level review) are available and require additional fees. The documentation will include the date of the search, how many searches were conducted, and how many of the searches resulted in potential or confirmed matches. All potential or confirmed matches will be additionally identified on an Exclusion Results Certification. Ethico's reporting of such positive identifications shall include a replication of all information contained within the government reports for each and every positively identified employee, physician, medical staff, and/or vendor.

SanctionCheck - Essential. Subscription to this Tier includes all SanctionCheck Basic features plus the following: Ethico will perform additional rule-outs based on the initial results that are returned from the SCWEB search. Ethico will report the final results to Client. Ethico may not be able to confirm or rule out an individual based on the information provided.

SanctionCheck - Professional. Subscription to this Tier includes all SanctionCheck Basic and Essential features plus the following: If a potential Positive match still cannot be ruled out by Ethico, Ethico will contact the sanctioning agency with the provided information to attempt to rule out an entity. Ethico will report the final results to the Client. Ethico may not be able to confirm or rule out an individual due to a number of reasons outside of its control, including lack of information provided by Client or from the sanctioning agency. If a potential Positive match still cannot be ruled out after contacting the sanctioning agency, Ethico will send an affidavit via email which will allow the entity in question to attest to whether they are the sanctioned entity or not.

Single Sign-On (SSO).

1. If Client uses Single Sign On to access the Services, this section applies. Ethico shall implement Single Sign-On ("SSO") between Client's software and Ethico's software platform, subject to the Parties' abilities to satisfy the security requirements of the other Party. Ethico shall cooperate with Client during all stages of implementing SSO, including any exploratory or information gathering stages. Ethico shall determine any project timeframes, including the final effective date; however, Client shall assist Ethico in determining reasonable timeframes by providing any information requested by Ethico. Both Parties shall support SSO through a number of federated identity standards including, but not limited to, SAML2.0 (Security Assertion Markup Language), OAuth (Open Authorization) and others as mutually agreed upon by both Parties. Both Parties shall maintain and support SSO in relation to the software or platforms that they control.
2. SSO IDs are used in lieu of username/password credentials for authentication and are only shared with the respective SSO provider as required for authentication. Client shall authenticate each of its representatives ("User") prior to gaining access to the Services using the agreed upon SSO protocol. At the time Client attempts to access Ethico's web application, Client will identify and authenticate its User through the SSO process by employing commercially reasonable security practices accepted in the industry. After Client has authenticated its User, it will securely transmit the User's credentials to Ethico. Upon receiving the transmission, Ethico will authorize Client to access its Services through Ethico's web application upon verification.

3. Should unauthorized access to Ethico's websites or other services occur through the negligent, willful or otherwise unlawful disclosure or use of SSO, Client shall indemnify Ethico against any losses, damage or hacking to Ethico's systems, Services, website, or business caused by such disclosure or use.
4. **User Provisioning**. If included in the Order Form, user provisioning capabilities will be a part of SSO. This will allow Clients to create licensed users with a set of predetermined permissions and settings. This will be based on the authentication group that they are assigned in Client's user directory. Client will need to send Ethico the group names and participants as a SAML attribute during the SSO implementation stage. This will ensure that the new users are successfully created with the correct permissions and settings granted.

SERVICE QUOTE

Client shall be subscribed to the following Services as outlined in this Service Quote (Exhibit A - Order Form):

SanctionCheck Service Level Options



SanctionCheck - Essential

DESCRIPTION

- Includes Initial Database Searches performed by a dedicated Ethico SanctionCheck Account Manager and includes the $5M ActionCheck Guarantee.
- Included databases: Office of Inspector General (OIG), System for Award Management (SAM), US Treasury SDN & Blocked Persons (OFAC), US Treasury Non-SDN OFAC Sanctions (Included in Subscription Fee).
- The client is responsible for additional reviews, agency follow-ups, and attestations.
- Includes 5 requestors that will be able to submit the files to Ethico. The requestors will be given licenses with full web access included in the SanctionCheck Service option for you to be able to perform searches yourself right away. All additional licenses will be $100 per license, per year.
- Includes 5 single search-only web user Licenses. All additional licenses will be $25 per license, per year.
- Annual Utilization Level (AUL) is not to be exceeded. Additional names searched will be billed at 3 times the per-name cost, billable monthly unless the Agreement pricing is right-sized.
- Additional User Licenses can be purchased by written notice to Ethico by an authorized representative of the client at the list price in effect on the date of request.

Payment Terms:	Net 30
Billing Terms:	Annual / Advance
Contract Terms:	4 yr Renewal
Search / Submission Frequency:	Monthly
Requestor Users	5
Single-search Users	5
SC Search Base Population:	315
SC Annual Utilization Limit:	3780
SC Additional Databases:	OCSL-US Treasury OFAC Consolidated Sanctions, OIG-Office of Inspector General, SAM-System for Award Management, SDN-US Treasury OFAC Specially Designated Nationals, TXM-Texas Exclusions Database, TXV-Texas Debarred Vendor List
Section Total:	**$2,500.00**

IN WITNESS WHEREOF, the Parties' authorized representatives have executed this Agreement to be effective as of the Effective Date:

Acknowledged and agreed:

CLIENT:	**ETHICO:**
Authorized Signature:	Authorized Signature:
Printed Name:	Printed Name: Nick Gallo
Title:	Title: Co-CEO

Effective Date:

Effective Date:

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1302801

Date Filed:
04/30/2025

Date Acknowledged:

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

ComplianceLine LLC d.b.a Ethico
Charlotte, NC 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.

2025200
ComplianceLine Sanction Checks

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 Loryn Smith, 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 Mecklenburg County, State of North Carolina, on the 5 day of May (month), 25 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1302801

Date Filed:
04/30/2025

Date Acknowledged:
05/02/2025

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

ComplianceLine LLC d.b.a Ethico
Charlotte, NC 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.

2025200
ComplianceLine Sanction Checks

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

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

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **19.**

Meeting Date: 05/13/2025

Approval of Purchase for Uniforms from Galls, LLC for the Sheriff's Office

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 the Purchase #2025219 between Williamson County and Galls, LLC for the amount of $79,020.60, pursuant to BuyBoard contract #670-22, and authorizing the execution of the Purchase.

Background

The approval of this purchase will benefit the Williamson County Sheriff's Department with uniforms. The attached quote details the uniforms being purchased. General Counsel and Contract Audit have reviewed this purchase. Funding Source is 01.0100.0570.003311 as per FY25 budget. Origination #2595. The department point of contact is Shobhna Karamalak.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Galls quote

Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/07/2025 04:18 PM
County Judge Exec Asst.	Andrea Schiele	05/07/2025 06:02 PM
Form Started By: Barbi Hageman		Started On: 05/05/2025 08:14 AM
Final Approval Date: 05/07/2025		

Quote

Customer: (1002240164) WILLIAMSON COUNTY SHERIFFS
Date: 05/06/2025
Sales Rep: MEGAN WILLIAMS

Quote Number: 29361932
Quote Expiration: 06/05/2025

Sold To:
WILLIAMSON CNTY SHERIFFS DEPT
508 S ROCK ST
GEORGETOWN, TX 78626
DANIELLE WHITE

Ship To:
WILLIAMSON CNTY SHERIFFS DEPT
508 S ROCK ST
GEORGETOWN, TX 78626
DANIELLE WHITE

Line	Item	Description	Qty	Retail	Your Price	Ext Total
1	SH3592 BLK XL REG	FLEX RS SS SUPERSHIRT	172		76.49	13,156.28
2	SH3592 BLK 2XL REG	FLEX RS SS SUPERSHIRT	25		84.14	2,103.50
3	SH3592 BLK 3XL REG	FLEX RS SS SUPERSHIRT	14		91.79	1,285.06
4	SH3592 BLK 4XL REG	FLEX RS SS SUPERSHIRT	2		99.44	198.88
5	SH3591 BLK 175 37	FLEX RS LS SUPERSHIRT	2		80.74	161.48
6	SH3591 BLK 175 37	FLEX RS LS SUPERSHIRT	115		80.74	9,285.10
7	SH3591 BLK 185 37	FLEX RS LS SUPERSHIRT	33		88.82	2,931.06
8	SH3591 BLK 195 37	FLEX RS LS SUPERSHIRT	11		96.89	1,065.79
9	SH3591 BLK 205 37	FLEX RS LS SUPERSHIRT	4		104.97	419.88
10	SH3591 BLK 215 37	FLEX RS LS SUPERSHIRT	1		141.30	141.30
11	SH3609 BLK 44 REG	WOMENS FLEX RS LS SUPERSHIRT	41		80.74	3,310.34
12	SH3609 BLK 48 REG	WOMENS FLEX RS LS SUPERSHIRT	6		88.82	532.92
13	SH3593 BLK XL REG	FLEX RS SS BASE SHIRT	1		63.74	63.74
14	SH3593 BLK XL REG	FLEX RS SS BASE SHIRT	89		63.74	5,672.86
15	SH3593 BLK 2X REG	FLEX RS SS BASE SHIRT	3		70.12	210.36
16	SH3593 BLK 2X REG	FLEX RS SS BASE SHIRT	7		70.12	490.84
17	SH3593 BLK 3X REG	FLEX RS SS BASE SHIRT	4		76.49	305.96
18	SH3593 BLK 4X REG	FLEX RS SS BASE SHIRT	4		82.87	331.48
19	SH3594 BLK XL 37	FLEX RS L/S ARMORSKIN BASE SHIRT	45		67.99	3,059.55
20	SH3594 BLK 2XL 37	FLEX RS L/S ARMORSKIN BASE SHIRT	5		74.79	373.95
21	SH3594 BLK 3XL 37	FLEX RS L/S ARMORSKIN BASE SHIRT	2		81.59	163.18
22	SH3594 BLK 4XL 37	FLEX RS L/S ARMORSKIN BASE SHIRT	2		88.39	176.78
23	UX420S BLK BLK	EMBROIDERABLE BLANK RECTANGLE 1X5 APPLIED	426		3.19	1,358.94

Quote

Customer: (1002240164) WILLIAMSON COUNTY SHERIFFS
Date: 05/06/2025
Sales Rep: MEGAN WILLIAMS

Quote Number: 29361932
Quote Expiration: 06/05/2025

Sold To:
WILLIAMSON CNTY SHERIFFS DEPT
508 S ROCK ST
GEORGETOWN, TX 78626
DANIELLE WHITE

Ship To:
WILLIAMSON CNTY SHERIFFS DEPT
508 S ROCK ST
GEORGETOWN, TX 78626
DANIELLE WHITE

Line	Item	Description	Qty	Retail	Your Price	Ext Total
24	UX420S BLK BLK	EMBROIDERABLE BLANK RECTANGLE 1X5 APPLIED	426		3.19	1,358.94
25	EF15467	AC1002240164 WILLIAMSON CNTY SHERIFF TX SHLDR BLK/RBT/GRY/WHT 4.1875 X 4.6875	1176		2.50	2,940.00
26	TR2254 BLK 42 REG	FLEXRS COVERT TACTICAL PANT	4		89.24	356.96
27	TR2254 BLK 42 REG	FLEXRS COVERT TACTICAL PANT	220		89.24	19,632.80
28	TR2254 BLK 50 REG	FLEXRS COVERT TACTICAL PANT	1		98.17	98.17
29	TR2254 BLK 50 REG	FLEXRS COVERT TACTICAL PANT	23		98.17	2,257.91
30	TR2254 BLK 54 REG	FLEXRS COVERT TACTICAL PANT	1		107.09	107.09
31	TR2266 BLK 20 OB	WOMENS FLEXRS COVERT TACTICAL PANTS	4		89.24	356.96
32	TR2266 BLK 20 OB	WOMENS FLEXRS COVERT TACTICAL PANTS	54		89.24	4,818.96
33	EG0081	AC00000TX TX DEPT OF STATE HEALTH SVCS EMT BLUE/RED/WHT 4.75 X 3 3/8 BUYBOARD 670-22 (CO-OP)	42		6.99	293.58

Quote is valid for 30 days

SUBTOTAL: 79,020.60
SHIPPING:
TAX.....:
TOTAL...: 79,020.60

Galls is required to collect sales tax on shipments to certain states. Sales tax will be added where applicable. For tax exempt customers, state laws require us to have signed tax exemption or resale certificates on file at our office. If you are tax exempt, please email or fax this information, (including your Galls account number) to Tax@galls.com or fax 859-268-5946.

Export Restrictions - This may contain commodities restricted in the United States International Trade Regulations.

1340 Russell Cave Rd
Lexington, KY 40505
Tel: 800-876-4242 Fax:877-914-2557

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:
2025-1303437

Date Filed:
05/01/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
GALLS, LLC
Lexington, KY 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.
Buy Board 670-22
Uniforms and Accessories

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Galls Intermediate Holdings, LLC	Lexington, KY 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 Fayette County, State of Kentucky, on the 1st day of May (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:
2025-1303437

Date Filed:
05/01/2025

Date Acknowledged:
05/01/2025

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

GALLS, LLC
Lexington, KY 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.

Buy Board 670-22
Uniforms and Accessories

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Galls Intermediate Holdings, LLC	Lexington, KY United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **20.**

Meeting Date: 05/13/2025

Approval of Purchase for New Body Armour from Dana Supply, Inc. for Williamson County Sheriff's Office

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 the purchase #2025222 between Williamson County and Dana Safety Supply, Inc. for new Body Armor, stand-alone plates, the amount of $89,971.25 pursuant to TIPS contract #240102, and authorizing the execution of the purchase.

Background

The approval of this purchase will benefit the Williamson County Sheriff's Office with new body armor comprising of three (3) piece stand-alone plates. The attached quote contains the details of the equipment. Contract Audit and General Counsel have approved this purchase. The funding source is 01.0100.0560.003008 as per FY25 budget. Origination # 2657. The department point of contact is Shelley Crow.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/07/2025 04:26 PM
County Judge Exec Asst.	Andrea Schiele	05/07/2025 06:07 PM
Form Started By: Barbi Hageman		Started On: 05/05/2025 09:27 AM
Final Approval Date: 05/07/2025		

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	[redacted]
Customer No.	WILLCSO

Bill To	**Ship To**
WILLIAMSON COUNTY SHERIFF'S OFFICE 508 S Rock St Georgetown, TX 78626 United States	WILLIAMSON COUNTY SHERIFF'S OFFICE 508 S Rock St Georgetown, TX 78626 United States
Contact: **Telephone:** 512-943-1500 **E-mail:** accountspayable@wilco.org	**Contact:** Com. Craig Gripentrog **Telephone:** **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
01/31/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Scott Beal	SCOTT BEAL ROUND ROCK	Com. Craig Gripentrog	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INFO TIPS USA CONTRACT #240-102 Warehouse: DROP	0.0000	0.00
1	1	N	INFO STAND ALONE PLATES - LEVEL III+ 10X12 SC (HH3101M) Warehouse: DROP	0.0000	0.00

Print Date	04/28/25
Print Time	07:27:25 AM
Page No.	1

Printed By: Scott Beal

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	[redacted]
Customer No.	WILLCSO

Bill To

WILLIAMSON COUNTY SHERIFF'S OFFICE
508 S Rock St
Georgetown, TX 78626
United States

Contact:
Telephone: 512-943-1500
E-mail: accountspayable@wilco.org

Ship To

WILLIAMSON COUNTY SHERIFF'S OFFICE
508 S Rock St
Georgetown, TX 78626
United States

Contact: Com. Craig Gripentrog
Telephone:
E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
01/31/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Scott Beal	SCOTT BEAL ROUND ROCK	Com. Craig Gripentrog	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
162	162	Y	2-204-461 SLATE MULTI CURVE SHOOTER CUT, III+, 10X12 Warehouse: DROP MSRP: $711.00 Features: * Made with Ceramic and UHMWPE materials which are processed to create a lighter, thinner plate, high performing plate * NIJ 0101.06 Level III+, Model H310lM * User-friendly design fits to the contours of the body for maximum safety and comfort * Rugged, reliable, and stress fracture resistant * Fully sealed to protect against liquids, chemicals, and harsh elements Special Threat Performance 5.56 x 45mm (M193 Ball) 5.56 x 45mm (M855/SS109) 5.56 x 45mm (M855A1) 7.62 x 39mm, M43 (MSC) 7.62 x 39mm (API BZ) 7.62. x 5 lmm (M-80 Ball) 7.62 x 54R (LPS) Specifications NIJ Level III+ Stand Alone Multi-Curve Thickness: 1”	328.7500	53,257.50

Print Date	04/28/25
Print Time	07:27:25 AM
Page No.	2

Printed By: Scott Beal

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	[redacted]
Customer No.	WILLCSO

Bill To	Ship To
WILLIAMSON COUNTY SHERIFF'S OFFICE 508 S Rock St Georgetown, TX 78626 United States	WILLIAMSON COUNTY SHERIFF'S OFFICE 508 S Rock St Georgetown, TX 78626 United States
Contact: **Telephone:** 512-943-1500 **E-mail:** accountspayable@wilco.org	**Contact:** Com. Craig Gripentrog **Telephone:** **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
01/31/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Scott Beal	SCOTT BEAL ROUND ROCK	Com. Craig Gripentrog	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
			Weight: 4.3 lbs 10 year Warranty		

Print Date	04/28/25
Print Time	07:27:25 AM
Page No.	3

Printed By: Scott Beal

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	[redacted]
Customer No.	WILLCSO

Bill To	Ship To
WILLIAMSON COUNTY SHERIFF'S OFFICE 508 S Rock St Georgetown, TX 78626 United States	WILLIAMSON COUNTY SHERIFF'S OFFICE 508 S Rock St Georgetown, TX 78626 United States
Contact: **Telephone:** 512-943-1500 **E-mail:** accountspayable@wilco.org	**Contact:** Com. Craig Gripentrog **Telephone:** **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
01/31/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Scott Beal	SCOTT BEAL ROUND ROCK	Com. Craig Gripentrog	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
84	84	Y	MISC SLATE 2-204-467 MULTI CURVE FULL CUT III+ 10X12 Warehouse: DROP MSRP: $711.00 Features: * Made with Ceramic and UHMWPE materials which are processed to create a lighter, thinner plate, high performing plate * NIJ 0101.06 Level III+, Model H3101M * User-friendly design fits to the contours of the body for maximum safety and comfort * Rugged, reliable, and stress fracture resistant * Fully sealed to protect against liquids, chemicals, and harsh elements Special Threat Performance 5.56 x 45mm (M193 Ball) 5.56 x 45mm (M855/SS109) 5.56 x 45mm (M855A1) 7.62 x 39mm, M43 (MSC) 7.62 x 39mm (API BZ) 7.62. x 51mm (M-80 Ball) 7.62 x 54R (LPS) Specifications NIJ Level III+ Stand Alone Multi-Curve Thickness: 1”	328.7500	27,615.00

Print Date	04/28/25
Print Time	07:27:25 AM
Page No.	4

Printed By: Scott Beal

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	[redacted]
Customer No.	WILLCSO

Bill To	**Ship To**
WILLIAMSON COUNTY SHERIFF'S OFFICE 508 S Rock St Georgetown, TX 78626 United States	WILLIAMSON COUNTY SHERIFF'S OFFICE 508 S Rock St Georgetown, TX 78626 United States
Contact: **Telephone:** 512-943-1500 **E-mail:** accountspayable@wilco.org	**Contact:** Com. Craig Gripentrog **Telephone:** **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
01/31/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Scott Beal	SCOTT BEAL ROUND ROCK	Com. Craig Gripentrog	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
39	39	Y	Weight: 4.3 lbs 10 year Warranty 2-202-101 SLATE Talon Plate Carrier NO Cummerbund Warehouse: DROP MSRP: $435.00 This plate carrier will accept 10x12 Shooters cut plates in front and rear. It will not accept full cut 120x12 in rear. . Constructed with high performing materials . Mesh liner for comfort . MOLLE compatible . Admin pouch . Kangaroo pouch . Removable shoulder pads . Reinforced Drag Handle . Bottom loading plate pockets . Traditional Molle **Approved By:** _____ ☐ **Approve All Items & Quantities** **Quote Good for 30 Days**	201.2500	7,848.75

Print Date	04/28/25
Print Time	07:27:25 AM
Page No.	5

Printed By: Scott Beal

Subtotal	88,721.25
Freight	1,250.00
Order Total	89,971.25

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:
2025-1302578

Date Filed:
04/29/2025

Date Acknowledged:

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

Dana Safety Supply
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 Sheriff

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.

2025222
Rifle Plates and Carriers

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]_____, _____[redacted]_____, __[redacted]__, ____[redacted]__, ____USA_.
(street) (city) (state) (zip code) (country)

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

Executed in _____Williamson_____County, State of _____Texas_____, on the _30__day of __April____, 20__25_.
(month) (year)

Scott Beal
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:
2025-1302578

Date Filed:
04/29/2025

Date Acknowledged:
05/05/2025

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

Dana Safety Supply
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 Sheriff

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.

2025222
Rifle Plates and Carriers

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 **21.**

Meeting Date: 05/13/2025

Authorize Issuing RFP#25RFP52 Construction Manager At Risk for Williamson County Regional Animal Shelter (WCRAS) Building Addition for Facilities Management

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Construction Manager At Risk (CMAR) for Williamson County Regional Animal Shelter (WCRAS) Building Addition, under RFP #25RFP52, funding source P#TBD.

Background

Williamson County is seeking proposals from experienced firms to provide professional Construction Manager at Risk (also referred to herein as “CMAR”) services for the WCRAS Building Addition, 1855 SE Inner Loop, Georgetown, TX 78628, utilizing the one-step method pursuant to Texas Government Code 2269.253. The Project includes all utilities, drainage, roadways, parking, landscaping and walkways to structures, and landscaping associated with structures. Construction Estimated Budgeted amount: $11,300,000.00, Origination ID# 2699. The funding source is TBD and the point of contact is Dale Butler.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/07/2025 04:04 PM
County Judge Exec Asst.	Andrea Schiele	05/07/2025 05:57 PM
Form Started By: Johnny Grimaldo		Started On: 05/01/2025 03:01 PM
Final Approval Date: 05/07/2025		

Commissioners Court - Regular Session **22.**

Meeting Date: 05/13/2025

Lake Creek Annex-Cooling Tower Refresh-Brandt-CO2

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 2 from The Brandt Companies, LLC for the Lake Creek Annex Cooling Tower Refresh Project for additional funds and time extension, 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. Government Code Sec. 262.031.

Background

This change order is made to compensate the vendor in the amount of $26,718.82 for rust removal and support replacement and to grant time extension to complete additional 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 2

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	05/05/2025 03:50 PM
County Judge Exec Asst.	Andrea Schiele	05/06/2025 05:55 PM
Form Started By: Christy Matoska		Started On: 05/05/2025 03:29 PM
Final Approval Date: 05/06/2025		

CHANGE ORDER
Lake Creek Annex – Cooling Tower Refresh

CHANGE ORDER NO: 02 NTP Date: 3/11/2025
DATE OF ISSUANCE: 05/05/2025
Contractor: The Brandt Companies, LLC.
Architect/ Engineer: N/A

EXPLANATION:

1. Rust removal and support replacement. Additional time extension of sixty (60) days needed to complete additional work on project

CONTRACT CHANGE:

1. Additional funds needed for rust removal and support replacement. In addition, time extension needed to complete project.

A.	Original Contract Amount	$ 118,497.29
B.	Adjusted Contract Sum by previous Change Orders	$ 0.00
C.	Contract Sum increased by this Change Order in the amount of	$ 26,718.82
D.	The new Contract Sum including this Change Order will be	$ 145,216.11

Percentage Increase of Change Orders over Original Contract Amount
(Not to Exceed 25% per state law) 22.54 %

The Contract Time will be changed by 60 days
The date of Substantial Completion as of the date of this Change Order 08/07/2025

RECOMMENDED BY:

The Brandt Companies, LLC.	Danny Kelsey Danny Kelsey (May 5, 2025 14:08 CDT)	05/05/2025
Contractor	Signature	Date

REVIEWED BY:

N/A		
Architect/ Engineer	Signature	Date

ACCEPTED BY:

Trenton Jacobs		05/05/2025
County's Representative	Signature	Date

Commissioners Court - Regular Session **23.**

Meeting Date: 05/13/2025

Authorize Issuing RFSQ #25RFSQ51 Architect/ Engineering Design of Williamson County Regional Animal Shelter (WCRAS) Building Addition for Facilities Management

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Architect/Engineering Services for Design of WCRAS Building Addition, under #25RFSQ51, funding source P#TBD.

Background

Williamson County is seeking Statement of Qualifications from qualified architects and engineers to provide design services for the Animal Shelter Building Addition. The County intends to expand the Animal Shelter. The Project includes all utilities, drainage, roadways, parking, landscaping and walkways to structures, and landscaping associated with structures. The County seeks the services of a qualified Architect/Engineer to provide a comprehensive design for the addition to the current Animal Shelter, 1855 SE Inner Loop, Georgetown, TX 78628. The Construction Estimated Budgeted is $11,300,000.00. Origination ID# 2685. The funding source is TBD, and the point of contact is Dale Butler.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/07/2025 04:08 PM
County Judge Exec Asst.	Andrea Schiele	05/07/2025 06:10 PM
Form Started By: Johnny Grimaldo		Started On: 05/05/2025 03:48 PM
Final Approval Date: 05/07/2025		

Commissioners Court - Regular Session **24.**

Meeting Date: 05/13/2025

Approval of Design and Engineering Services Agreement with Lentz Engineering, LLC utilizing 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 Lentz Engineering, LLC for the Cedar Park Annex ADA Parking Upgrades, in the amount of Forty-Nine Thousand Seven Hundred and No/100 Dollars ($49,700.00) and authorize the execution of the agreement.

Background

Lentz Engineering, 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. Lentz Engineering, LLC, is recommended for this project following a project specific evaluation of the firms from the 24RFSQ53 pool Lentz Engineering, LLC received the highest score for this project. This Agreement for Design Services between Williamson County and Lentz Engineering, LLC is for the Williamson County Cedar Park Annex ADA Parking Upgrades, in relation to possible Americans with Disabilities Act accessibility and site safety issue (located at 350 Discovery Blvd, Cedar Park, TX 78613). Contract Audit and General Counsel reviewed. A 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 Lentz Engineering, LLC Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/08/2025 09:19 AM
County Judge Exec Asst.	Andrea Schiele	05/08/2025 10:11 AM
Form Started By: Michelle McKinney		Started On: 05/05/2025 05:32 PM
Final Approval Date: 05/08/2025		

AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **Williamson County Cedar Park Annex**
ADA Parking Upgrades ("Project")

ARCHITECT/
ENGINEER: **Lentz Engineering, LLC** ("A/E")
Ted O. Uwague, P.E., President
7322 Southwest Freeway, Suite 1850
Houston, Texas 77404

COUNTY'S DESIGNATED
REPRESENTATIVE: **Williamson County Facilities 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 for A/E **to perform Americans with Disabilities Act (ADA) accessibility and site safety compliance study in relation to the Project**; 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-Nine Thousand Seven Hundred and No/100 Dollars ($ 49,700.00)** 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 and Ninety-Seven and No/100 Dollars ($ 497.00)**.

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:

Lentz Engineering, LLC
Ted O. Uwague, P.E., President
7322 Southwest Freeway, Suite 1850
Houston, Texas 77404

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: Lentz Engineering, LLC
7322 Southwest Freeway, Suite 1850
Houston, Texas 77404

Attention: Ted O. Uwague, P.E.
President

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:
Lentz Engineering, LLC

By: _____
Signature

Ted Uwague, P.E., MBA
Printed Name

President
Title

Date Signed: 04/29/2025

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.

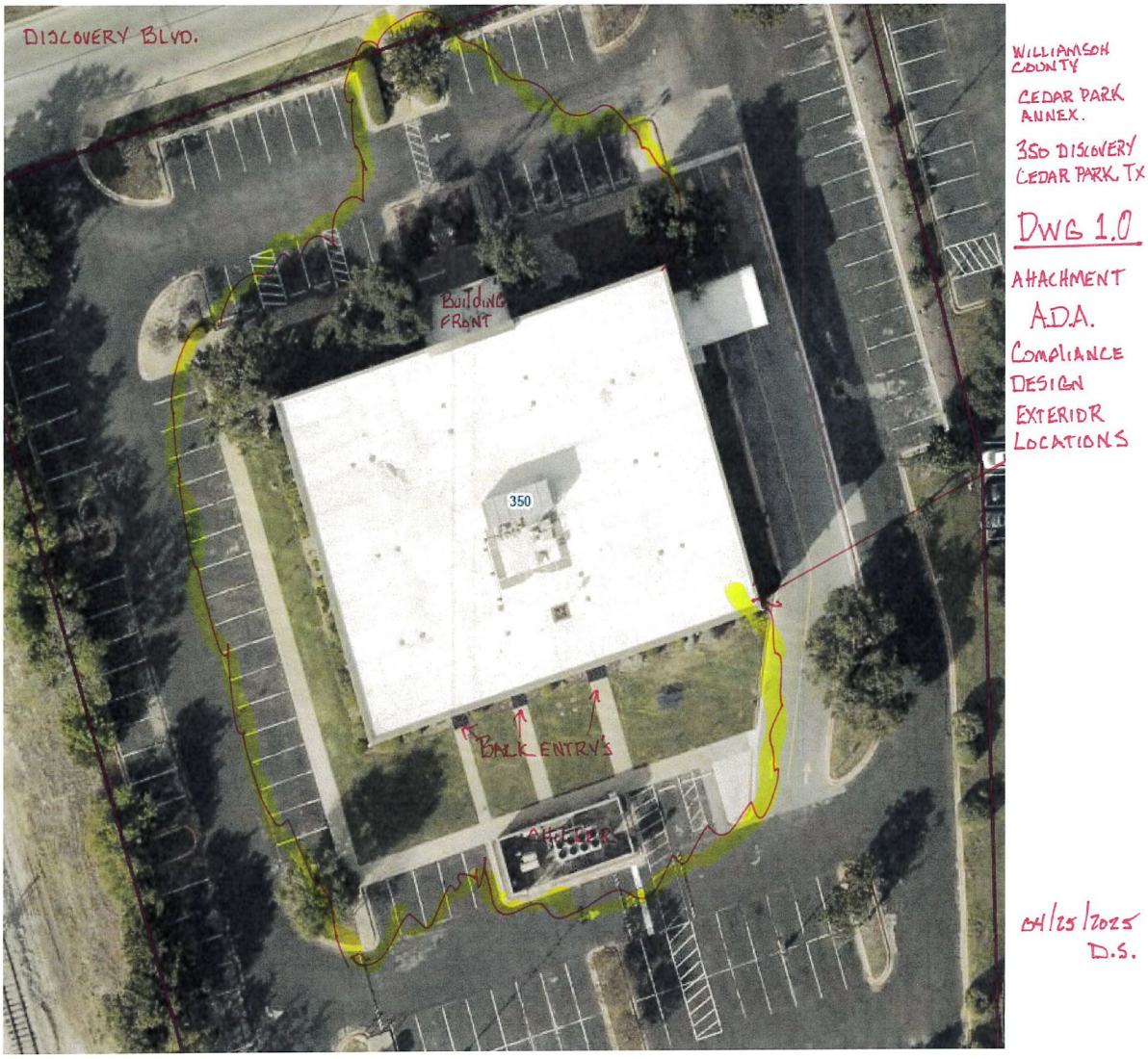
Referenced Documents. County standardized design and procedure documents are provided for public reference at the following web address:

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

SCOPE OF WORK:

Cedar Park Annex
350 Discovery Blvd, Cedar Park, Texas 78613
Cedar Park Annex
4100.1032

A/E to perform engineering services associated with the Williamson County Cedar Park Annex parking lot in relation to possible Americans with Disabilities Act (ADA) accessibility and site-safety issues.



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:		**$**	**49,700**	100%
84%	**Lentz Engineering, LLC**	**$**	**41,750**	
16%	**Forest Surveying & Mapping Co.**	**$**	**7,950**	
Phase I - SCHEMATIC DESIGN		**$**	**20,450**	41%
	Lentz Engineering, LLC	$	12,500	
	Forest Surveying & Mapping Co.	$	7,950	
Phase II - DESIGN DEVELOPMENT		**$**	**7,000**	14%
	Lentz Engineering, LLC	$	7,000	
Phase III - CONSTRUCTION DOCUMENTS		**$**	**3,500**	7%
	Lentz Engineering, LLC	$	3,500	
Phase IV - REGULATORY REVIEW AND PERMITS		**$**	**6,500**	13%
	Lentz Engineering, LLC	$	6,500	
Phase V - BIDDING, AWARD, AND EXECUTION		**$**	**5,000**	10%
	Lentz Engineering, LLC	$	5,000	
Phase VI - CONSTRUCTION ADMINISTRATION		**$**	**5,250**	11%
	Lentz Engineering, LLC	$	5,250	
Phase VII - PROJECT CLOSE-OUT		**$**	**2,000**	4%
	Lentz Engineering, LLC	$	2,000	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Four Hundred Sixteen (416) 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	**05/20/25**
Phase I - SCHEMATIC DESIGN	
Preliminary Scope and Budget analysis deliverables	06/03/25
30% Plans, Specifications and Estimate deliverables	06/17/25
County written authorization to proceed to next phase	07/08/25
Phase II - DESIGN DEVELOPMENT	
60% Plans, Specifications and Estimate deliverables	08/01/25
County written authorization to proceed to next phase	08/22/25
Phase III - CONSTRUCTION DOCUMENTS	
Site Development Plans application submittal to City	09/08/25
Complete Plans, Specifications and Estimate deliverables	09/19/25
County written authorization to proceed to next phase	10/10/25
Phase IV - REGULATORY REVIEW AND PERMITS	
Sealed Plans and Specifications and Estimate deliverables to County	10/17/25
Plans submittal to TDLR and Permit application submittal to City	10/24/25
Construction Permits received from City	11/07/25
Phase V - BIDDING, AWARD, AND EXECUTION	
Permitted Plans and Specifications and Estimate deliverables to County	11/14/25

County advertises project for Bid	12/05/25
Contract Award	01/06/26

Phase VI - CONSTRUCTION ADMINISTRATION

Contractor Notice to Proceed	01/13/26
Construction Substantial Completion	05/13/26

Phase VII - PROJECT CLOSE-OUT

Record Documents deliverables	06/12/26

All services shall be complete on, or before: **07/10/26**

EXHIBIT D

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

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

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

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

2. Travel Reimbursement

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

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

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

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

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

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

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

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

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

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

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

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

3. Meals

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

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

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

3.4 County will not reimburse for alcoholic beverages.

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

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

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

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

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

5. Airfare

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

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

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

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

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

6. Car Rental

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

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

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

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

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

6.6 Insurance purchased when renting vehicle may also be reimbursed.

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

7. Personal Car Usage

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

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

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

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

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

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

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

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

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

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

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

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

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

8. Other Expenses

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

9. Repayment of Non-reimbursable Expense.

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

10. Non-Reimbursable Expenses

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

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

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

EXHIBIT E
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

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

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

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

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

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

Lentz Engineering, LLC

Signature of Certifying Official

Ted Uwague, P.E.
Printed Name of Certifying Official

President
Title of Certifying Official

04/29/2025
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 Ted Uwague (Signatory Name) the President (Signatory Title) of Lentz Engineering LLC (Entity Name), on behalf of said firm.

ROBIN E, MCEATHRON
Notary Public, State of Texas
Comm. Expires 10/31/2026
Notary ID 128969963

Robin McEathron
Notary Public in and for the
State of Texas

My commission expires: 10-31-2026

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:
2025-1301871

Date Filed:
04/28/2025

Date Acknowledged:

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

Lentz Engineering, LLC
Houston, TX United States

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

Williamson County Facilities Management

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 ADA Parking Upgrade
A/E to perform engineering services associated with the Williamson County Cedar Park Annex parking lot in relation to possible Americans with Disabilities Act (ADA) accessibility and site-safety issue

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is [redacted]

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

Executed in Harris County, State of Texas, on the 29 day of April (month), 2025 (year).

ROBIN E, MCEATHRON
Notary Public, State of Texas
Comm. Expires 10/31/2026
Notary ID 128969963

Robin E. McEathron
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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Date Acknowledged:
05/05/2025

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

Lentz Engineering, LLC
Houston, TX United States

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Williamson County Facilities Management

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **25.**

Meeting Date: 05/13/2025

Approval of the Agreement for Construction Services No. 2025228 with Flooring Solutions, Inc. for the Central Maintenance Facility Flooring Replacement 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 Construction Service Agreement No. 2025228 between Williamson County and Flooring Solutions, Inc for Central Maintenance Facility Flooring Replacement in the not-to-exceed amount of Sixty-Three Thousand Four Hundred Eighty-Seven Dollars ($63,487.00) pursuant to Sourcewell's Cooperative Contract #061323-MCD and #061323-TFU and authorize execution of the agreement.

Background

This Agreement for Construction Services between Williamson County and Flooring Solutions, Inc. is for the Central Maintenance Facility Flooring Replacement, located at 3151 SE Inner Loop, Georgetown, 78626. Contract Audit and General Counsel reviewed. A detailed Scope of Work is attached. The funding source is 01.0100.1026.004509 and the point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Construction Service Agreement

Form 1295 Flooring Solutions, Inc Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/08/2025 09:27 AM
County Judge Exec Asst.	Andrea Schiele	05/08/2025 10:15 AM
Form Started By: Michelle McKinney		Started On: 05/05/2025 05:43 PM
Final Approval Date: 05/08/2025		

Agreement for Construction Services

(Cooperative Contract #061323-MCD - Sourcewell)

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

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

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of **Sixty-Three Thousand Four Hundred Eighty-Seven Dollars ($63,487.)** in accordance with the terms and conditions of this Agreement.

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

ARTICLE 4 CONTRACT TIME:

4.1 Contractor shall commence the Work upon instruction to do so from the Owner and shall achieve Substantial Completion within **one hundred twenty (120) calendar days** from the date the Work is commenced; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Unless otherwise specified in writing, Contractor shall achieve Final Completion within **thirty (30) calendar days of Substantial Completion**. Owner shall determine when the Project has been fully and finally completed to its satisfaction. The time set forth for completion of the work is an essential element of the Agreement.

4.2 Liquidated Damages.

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

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

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

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

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

ARTICLE 5 PAYMENT:

5.1 Schedule Of Values

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

5.2 Applications For Payment

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

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

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

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

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

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

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

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

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

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

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

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

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

5.3 Certificates For Payment

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

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

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

5.4 Decisions To Withhold Certification

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

5.4.1.1 defective Work not remedied;
5.4.1.2 third party claims filed or reasonable evidence indicating probable filing of such claims;
5.4.1.3 failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment;
5.4.1.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
5.4.1.5 damage to the Owner or a separate contractor;
5.4.1.6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;
5.4.1.7 failure to comply with the requirements of Texas Government Code, Chapter 2258 (Prevailing Wage Law);
5.4.1.8 failure to include sufficient documentation to support the amount of payment requested for the Project;
5.4.1.9 failure to obtain, maintain, or renew insurance coverage, payment/performance

bonds or warranty bond required by the Agreement; or

5.4.1.10 repeated failure to carry out the Work in accordance with the Agreement.

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

5.5 Progress Payments

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

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

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

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

5.6 Failure Of Payment

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

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

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

5.7 Substantial Completion

5.7.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Agreement so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

5.7.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Agreement.

5.7.3 Upon receipt of the Contractor's punch list, the Owner will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Agreement, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Contractor shall then submit a request for another examination by the Owner to determine Substantial Completion.

5.7.4 When the Work or designated portion thereof is substantially complete, the Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within thirty (30) calendar days of Substantial Completion. Warranties required by the Agreement shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

5.7.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate of Substantial Completion. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage.

5.8 Partial Occupancy or Use

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

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

5.8.2 Immediately prior to partial occupancy or use, the Owner and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

5.8.3 Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Agreement.

5.9 Final Completion and Final Payment

5.9.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will make such inspection and, when the Owner finds the Work acceptable under the Agreement and the Agreement fully performed, the Owner will issue a final Certificate for Payment for the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. All warranties and guarantees required under or pursuant to the Agreement shall be assembled and delivered by the Contractor to the Owner as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Owner until all warranties and guarantees have been received and accepted by the Owner.

5.9.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required by Texas Government Code, Chapter 2251, (2) a certificate evidencing that insurance required by the Agreement to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) business days prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Agreement, (4) consent of surety to final payment, (5) a warranty bond in a form acceptable to Owner, and (6) other data establishing payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Agreement, to the extent and in such form as may be designated by the Owner.

5.9.3 Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and

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

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

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

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

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

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

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

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

	Type of Coverage	Limits of Liability
.1	Worker's Compensation	Statutory

.2 Employer's Liability

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

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

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

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

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

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

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

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

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

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

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

6.5.2 Workers' Compensation Insurance Coverage:

1. Definitions:

(a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.
(b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.
(c) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
(d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.

3. The Contractor must provide a certificate of coverage prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

   (a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
   (b.) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

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

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

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

i. a certificate of coverage, prior to the other person beginning work on the Project; and

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

(e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;

(f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

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

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

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

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

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

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

6.5.6 The furnishing of the above listed insurance coverage, as may be modified by the Agreement, must be tendered prior to execution of the Agreement/Contract, and in no event

later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

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

6.5.8 Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

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

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

ARTICLE 7 INDEMNITY:

7.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, Contractor SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF CONTRACTOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE

OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OR THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

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

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

ARTICLE 8 WARRANTY:

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

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

ARTICLE 9 PREVAILING WAGE RATE:

9.1 Duty to Pay Prevailing Wage Rates. The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule", as defined below. The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. The Owner is not bound to pay—and will not consider—any claims for additional compensation made by any

Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Agreement. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.

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

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

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

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

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

Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

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

10.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law and the requirements set forth in the Agreement.

10.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law and the requirements set forth in the Agreement.

10.3 **Warranty Bond.** Upon Final Completion, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in the Agreement.

ARTICLE 11 TERMINATION OR SUSPENSION OF THE AGREEMENT

11.1 Termination by Contractor

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

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

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

11.1.3 Because the Owner has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in the Agreement, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Agreement; or

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

11.2 Termination by the Owner for Cause

11.2.1 The Owner may terminate the Agreement if the Contractor:

11.2.1.1 Fails to commence the Work in accordance with the provisions of the Agreement;

11.2.1.2 Fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Agreement;

11.2.1.3 Fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay;

11.2.1.4 Fails to perform any of its obligations under the Agreement;

11.2.1.5 Fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**;

11.2.1.6 Files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent;

11.2.1.7 Creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor; or

11.2.1.8 Has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Agreement.

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

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

11.2.4 If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

11.3 Suspension by the Owner for Convenience

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

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

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

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

11.4 Termination by the Owner for Convenience

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

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

11.4.2.1 Cease operations as directed by the Owner in the notice;
11.4.2.2 Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
11.4.2.3 Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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

ARTICLE 12 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 Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

12.8Relationship of the Parties. Contractor shall be an independent contractor under this agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's

performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

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

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

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

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

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

The following documents shall comprise the Contract Documents:

1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. Cooperative Contract #061323-MCD - Sourcewell; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

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

1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. Cooperative Contract #061323-MCD - Sourcewell; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

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

OWNER:	**CONTRACTOR:**
WILLIAMSON COUNTY, TEXAS, a political subdivision of the state of Texas	Flooring Solutions, Inc.
By: _____	By: _____
Printed Name: _____	Printed Name: Clay Bannon
Title: _____	Title: VP
Date: _____	Date: 04/29/25

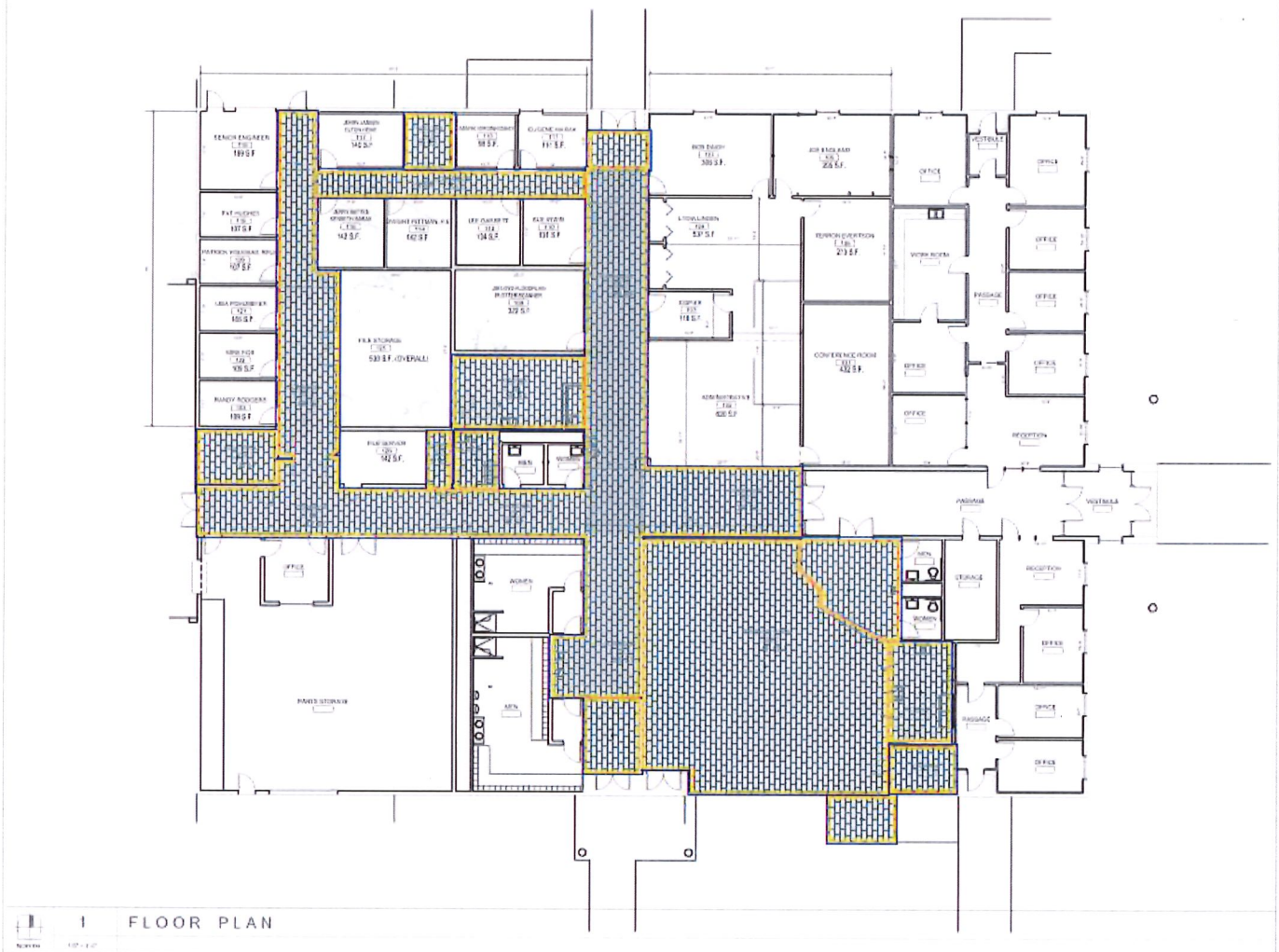
Exhibit "A"

Plans and Specifications

Project: CMF Flooring Replacement – Flooring Solutions, Inc.
Location: 3151 SE Inner Loop, Georgetown, TX 78626

Scope of Work Includes:
Contractor to provide demolition and installation of all corridors, training room and kitchen.

Item Description Full; Split; Edge
LVT-1- Mohawk Group, Stonework C0179, 985 Stamped Concrete 2630; 584; 1252'7" (blue area)
RB 1 JONHSONITE,BURNT UMBER 4.5" COVE BASE (yellow area)



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:
2025-1301994

Date Filed:
04/29/2025

Date Acknowledged:

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

FLOORING SOLUTIONS INC
Hutto, 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.

Contract #061323-MCD
demo, Flooring and base

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 Clay Bannon, 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 County, State of Tx, on the 29 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.

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CERTIFICATION OF FILING

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FLOORING SOLUTIONS INC
Hutto, TX United States

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Williamson County

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

Contract #061323-MCD
demo, Flooring and base

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 **26.**

Meeting Date: 05/13/2025

Approval of the Agreement for Construction Services No. 2025227 for Central Maintenance Facility – Electrical Panel Bollards with Mayans Concrete, LLC 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 an Agreement for Construction Services No. 2025227 with Mayans Concrete, LLC for Central Maintenance Facility – Electrical Panel Bollards, in the amount of Four Thousand Dollars ($4,000) and authorize the execution of the agreement.

Background

This Agreement for Construction Services between Williamson County and Mayans Concrete, LLC is for the Central Maintenance Facility Electrical Panel Bollards, located at 3151 SE Inner Loop, Georgetown, 78626. This purchase complies with the purchasing policy. Contract Audit and General Counsel reviewed. A detailed Scope of Work is attached. The funding source is 01.0100.1026.004509 and the point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Construction Service Agreement

Form 1295 Mayans Concrete, LLC Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/08/2025 09:30 AM
County Judge Exec Asst.	Andrea Schiele	05/08/2025 10:16 AM
Form Started By: Michelle McKinney		Started On: 05/05/2025 05:54 PM
Final Approval Date: 05/08/2025		

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Mayans Concrete 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 Central Maintenance Facility – Electrical Panel Bollards (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 **Four Thousand Dollars ($4,000.)** in accordance with the terms and conditions of this Agreement.

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

ARTICLE 4 CONTRACT TIME:

4.1 Contractor shall commence the Work upon instruction to do so from the Owner and shall achieve Substantial Completion within **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.

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

.8. 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

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

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

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

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

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

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

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

The following documents shall comprise the Contract Documents:

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

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

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

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

OWNER:

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

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

Mayans Concrete, LLC.

By: Mayans Concrete LLC Date: 04-30-25

Printed Name: Salvador Santos

Title: Owner

Exhibit "A"

Plans and Specifications

Project: CMF – Electrical Panel Bollards – Mayans Concrete
3151 SE Inner Loop, Georgetown, TX 78626

Scope of Work:

The Contractor will provide all labor, material, equipment, and supervision necessary to complete the concrete portion for this project, based on 6" iron pipes.

- 3 iron pipes of 6"
- 3 foot deep into the ground 5 foot above the grass
- Yellow Paint
- Contractor to dig the holes by hand
- Labor and Materials, and concrete
- General clean-up of debris generated by our work only

The following items are excluded from our proposal:

- Any lot preparation/vegetation removal or backfill of any area.
- Any demolition of any area.
- Any land surveying.
- Material testing, surveying or permits, to be provided by the Owner.
- Any colored concrete of patterned concrete.
- Any brick or concrete pavers.
- Road closures and traffic control, if required, to be the responsibility of the Owner.
- Termite control.
- Any rock drilling or excavation.
- Subgrade to be prepared and approved by the others, to within +/- 1/10' (balanced) of final subgrade
- Job access by homeowners
- Repair or removal of sprinklers
- Grass damage or repair unless damage is a direct result of the work performed by the Contractor
- Gas line damage or repair unless damage is a direct result of the work performed by the Contractor

CMF Electrical Panel Bollards
Exhibit A




3 ft min.
New Bollards

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number: 2025-1300129

Date Filed: 04/24/2025

Date Acknowledged:

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

Mayans Concrete LLC
Georgetown, TX United States

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

Williamson County Facilities Management

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.

25.4509.1026.004
PO #188794 - Fire Pump PO # 188789 - Side walk Repair - Bollards

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

5 Check only if there is NO Interested Party.

6 [redacted]

[redacted]

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

Executed in Williamson County, State of Texas, on the 24 day of April (month), 20 25 (year).



Signatüre 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:
2025-1300129

Date Filed:
04/24/2025

Date Acknowledged:
05/05/2025

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

Mayans Concrete LLC
Georgetown, TX United States

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

Williamson County Facilities Management

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.

25.4509.1026.004
PO #188794 - Fire Pump PO # 188789 - Side walk Repair - Bollards

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 **27.**

Meeting Date: 05/13/2025

Walker 24RFSQ13 WA2 SA1 Land Surveying Services CR 201

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 1 to Work Authorization No 2 under Williamson County Contract between Walker Texas Surveyors, Inc. and Williamson County dated March 19, 2024 for CR 201 (CR 200 to Umbrella Sky). Funding source: P499.

Background

This supplemental is to extend the expiration date to March 31, 2026.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Walker 24RFSQ13 WA2 SA1 Land Surveying Services CR 201

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	05/08/2025 12:08 PM
County Judge Exec Asst.	Andrea Schiele	05/08/2025 01:08 PM
Form Started By: Vicky Edwards		Started On: 04/23/2025 02:39 PM
Final Approval Date: 05/08/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 01
TO
WORK AUTHORIZATION NO. 02

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
CR 201 (CR 200 TO Umbrella Sky)

This Supplemental Work Authorization No. 01 to Work Authorization No. 02 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 **Walker Texas Surveyors, Inc.** (the "Surveyor").

WHEREAS, the County and the Surveyor executed Work Authorization No. 02 dated effective August 28, 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 Work Authorization shall terminate on **March 31, 2026**. 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).

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

SURVEYOR:

Walker Texas Surveyors, Inc.

By: _____
Signature

Charles G. Walker
Printed Name

Vice. Pres.
Title

4/23/25
Date

COUNTY:

Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

Attachment C

Walker Texas Surveyors will provide a work schedule for the assigned tasks.

Commissioners Court - Regular Session **28.**

Meeting Date: 05/13/2025

RM 2243 - BGE - SWA#3 to WA#2

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. 2 to the RM 2243 contract executed on January 14, 2020, between Williamson County and BGE, Inc. relating to the 2019 Road Bond Program.
Project: P326 Fund Source: Road Bonds

Background

The BGE, Inc. Supplemental No. 3 to Work Authorization No. 2 is for the development of a Financial Plan, cost estimate workshop and additional design efforts in the amount of $186,344.84 and extends the termination date to 12/31/2025. This WA amount stays under the contract cap.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RM 2243 - BGE - SWA#3 to WA#2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/08/2025 10:38 AM
Form Started By: Marie Walters		Started On: 05/07/2025 11:25 AM
Final Approval Date: 05/08/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. _3__
TO
WORK AUTHORIZATION NO. __2__

WILLIAMSON COUNTY ROAD BOND PROJECT:

RM 2243 Phase 1A from 183A to Garey Park PS&E

This Supplemental Work Authorization No. _3__ to Work Authorization No. __2__ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated January 14, 2020 ("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. __2__ dated effective December 15, 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 Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment B-3".
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-3".
III. The maximum amount payable for services under the Work Authorization is hereby increased from $1,771,185.62 to $1,957,530.46 reflecting an increase of $186,344.84. The supplemental Fee Schedule is attached hereto as Attachment "D-3".

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
Eric Busker, PE	
Printed Name	Printed Name
Director	
Title	Title
05/01/2025	
Date	Date

LIST OF ATTACHMENTS

Attachment B-3 – Services to be Provided by the Engineer

Attachment C-3 – Work Schedule

Attachment D-3 – Fee Schedule

APPROVED

By Christen Eschberger at 11:22 am, May 06, 2025

ATTACHMENT B-3

SERVICES TO BE PROVIDED BY THE ENGINEER

RM 2243 PHASE 1A

WILLIAMSON COUNTY

The work to be performed by the ENGINEER under this work authorization shall consist of providing plans, specifications and estimates (PS&E) and related documents, for the construction of RM 2243 Phase 1A from US 183A to Garey Park Rd in Williamson County. These services may include, but are not limit to, preparing roadway design, hydrologic and hydraulic design, environmental, and geotechnical data collection.
The scope of services for the RM 2243 Phase 1A project is organized as follows:

This project shall begin at US 183A and shall end at Garey Park Rd. The scope of services for this work authorization shall include Plans, Specifications and Estimates (PS&E's) for the limits described above. Design the project for the 3-lane westbound frontage road and develop plans for the interim condition which will have two-way traffic (1 lane in each direction) with 2' shoulders and a 12' Median occupying Phase 1A of the RM 2243 construction. Design shall be in accordance with all TxDOT accepted practices and plans prepared in TxDOT format.

The original Scope is revised as shown below.

FUNCTION CODE 160 – ROADWAY DESIGN (DESIGN SURVEY)

A. Flagging for property owners

This task includes field work to place flags/markers along the proposed right-of-way line for reference by individual property owners.

FUNCTION CODE 160 – ROADWAY DESIGN (ROADWAY DESIGN CONTROLS)

A. Demolition Plans

This task includes the development of Demolition Plans for removal of structures prior to construction of the roadway.

B. Intersection – Ronald Reagan

This task includes revised superelevation and transition due to TxDOT comments.

C. **Adjustments for Waterline relocation**

This task includes revisions to roadway design associated with revised waterline alignments, including pavement, quantities, and traffic control.

FUNCTION CODE 161 – DRAINAGE

A. **Preliminary Bridge Layout Reports**

This task includes development of Preliminary Bridge Layout Reports, exhibits, and coordination with TxDOT for TxDOT approval of two additional bridge class culverts, for a total of four.

B. **WPAP for TxDOT Tippit Middle School project**

This task includes work to support TxDOT in their development of plans for landscaping improvements at Tippit Middle School, which is being completed as mitigation for the ultimate RM 2243 schematic project's environmental impacts. Tasks include:

B.1 – Water Quality BMPs: Impervious cover and runoff calculations, TSS removal calculations, and development of plan sheets for BMP details.

B.2 – Water Pollution Abatement Plan: development of WPAP, and two rounds of reviews from TCEQ

FUNCTION CODE 163 - MISCELLANEOUS (ROADWAY)

A. **Initial Financial Plan spreadsheet**

This task includes development of the Project Estimate Review Data spreadsheet as part of the requirements for the Initial Financial Plan preparation, broken out by each phase of construction implementation.

B. **Revisions to Signage Layouts**

This task includes revisions to the signing layouts due to continued coordination with the City of Leander and MOU coordination.

FUNCTION CODE 164 - PROJECT MANAGEMENT

A. **Prepare Monthly Progress Reports, Invoices, and Billings:**

Submit monthly progress status reports to the GEC. 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.

B. PROJECT COORDINATION & ADMINISTRATION, INTERNAL PROGRESS MEETINGS, INCLUDING SUB-CONSULTANT COORDINATION

Prepare and maintain routine project record keeping including records of meetings. Correspondence and coordination will be handled through and with the concurrence of the GEC.

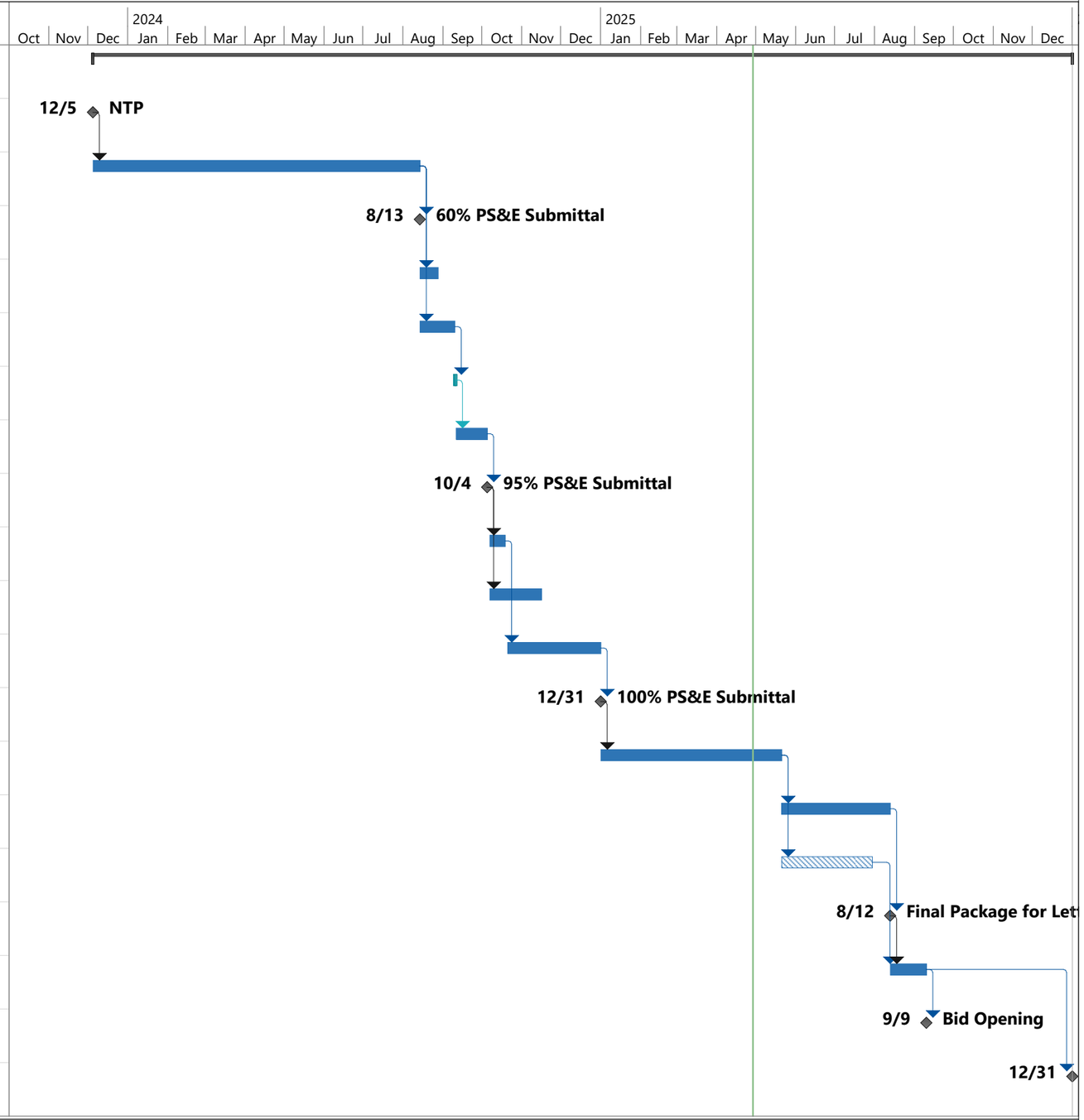
Manage project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, correspond with the County and its representatives, and assist the County and its representatives in preparing responses to project-related inquiries.

EXCLUSIONS

- Development of Initial Financial Plan report
- Development of Project Management Plan
- Participation in Major Project Cost Estimate Review workshop and identification of risk items
- Updates to Schematic Drainage Report or development of new Drainage Report
- Review of other designs (retaining wall, grading plans, irrigation layout, etc) included in TxDOT Tippit Middle School project.
- Geologic Assessment and/or updates associated with Tippit Middle School project

Attachment C-3
Project Schedule - RM 2243 Phase 1A

ID	Task Name	Duration	Start	Finish	Predecessors
1	**RM 2243 PS&E Phase 1A**	**543 days**	**Tue 12/5/23**	**Wed 12/31/25**	
2	NTP	0 days	Tue 12/5/23	Tue 12/5/23	
3	Develop 60%	181 days	Tue 12/5/23	Tue 8/13/24	2
4	60% PS&E Submittal	0 days	Tue 8/13/24	Tue 8/13/24	3
5	60% HNTB Review	10 days	Wed 8/14/24	Tue 8/27/24	3
6	60% TxDOT Review	20 days	Wed 8/14/24	Mon 9/9/24	3
7	60% TxDOT Comment Review Meeting	1 day	Tue 9/10/24	Tue 9/10/24	6
8	Address comments & prepare 95%	18 days	Wed 9/11/24	Fri 10/4/24	7
9	95% PS&E Submittal	0 days	Fri 10/4/24	Fri 10/4/24	8
10	95% HNTB Review	10 days	Mon 10/7/24	Fri 10/18/24	9
11	95% TxDOT Review	30 days	Mon 10/7/24	Fri 11/15/24	9
12	Address comments	52 days	Mon 10/21/24	Tue 12/31/24	10
13	100% PS&E Submittal	0 days	Tue 12/31/24	Tue 12/31/24	12
14	100% PS&E Submital - Revised	100 days	Wed 1/1/25	Tue 5/20/25	13
15	TxDOT Coordination - Ready to Let	60 days	Wed 5/21/25	Tue 8/12/25	14
16	WPAP Approval	50 days	Wed 5/21/25	Tue 7/29/25	14
17	Final Package for Letting	0 days	Tue 8/12/25	Tue 8/12/25	15
18	Advertisement	20 days	Wed 8/13/25	Tue 9/9/25	16,17
19	Bid Opening	0 days	Tue 9/9/25	Tue 9/9/25	18
20	Contract Expiration	0 days	Wed 12/31/25	Wed 12/31/25	18FS+81 days



ATTACHMENT D-3 - FEE SCHEDULE
(SPECIFIED RATE PAYMENT BASIS)

PRIME PROVIDER NAME: BGE, Inc
PROJECT NAME: RM 2243
Phase 1A PS&E

PROJECT SUMMARY		
Firm	Amount	Percent
BGE, Inc.	$186,344.84	100.0%
Corsair		
AMA		
SWCA		
Total	$186,344.84	100.0%

SUMMARY BY FIRM & FUNCTION CODE						
		Firm				
		BGE, Inc.	**Corsair**	**AMA**	**SWCA**	**Function Code Sub-Totals**
		(PS&E)	**Geotech**			
Function Code						
(Lump Sum Payment Type Basis)						
FC 110	Total Labor Cost					
	Other Direct Expenses					
	Total Labor Cost (Unit Cost)					
FC 120	Total Labor Cost					
	Other Direct Expenses					
FC 130	Total Labor Cost					
	Other Direct Expenses					
	Total Labor Cost (Unit Cost)					
FC 150	Total Labor Cost	$14,402.64				$14,402.64
	Other Direct Expenses					
	Total Labor Cost (Unit Cost)					
FC 160	Total Labor Cost	$47,219.26				$47,219.26
	Other Direct Expenses					
FC 161	Total Labor Cost	$51,636.54				$51,636.54
	Other Direct Expenses					
FC 162	Total Labor Cost					
	Other Direct Expenses					
FC 163	Total Labor Cost	$41,563.00				$41,563.00
	Other Direct Expenses					
FC 164	Total Labor Cost	$31,523.40				$31,523.40
	Other Direct Expenses					
FC 165	Total Labor Cost					
	Other Direct Expenses					
FC 170	Total Labor Cost					
	Other Direct Expenses					
FC 300 (351)	Total Labor Cost(Specified Rate)					
	Other Direct Expenses					
TOTAL		**$186,344.84**				**$186,344.84**

Contract No. 02-0IDP5008
PS No. 11412
Work Authorization No. 1

PRIME PROVIDER NAME: BGE, Inc
PROJECT NAME: RM 2243
Phase 1A PS&E
4/15/2025

Reviewed rates - same as PSA

PRIME PROVIDER: BGE, Inc.

	TASK DESCRIPTION	PRINCIPAL/ DIRECTOR	SENIOR PROJECT MANAGER	QC MANAGER	SENIOR STRUCTURAL ENGINEER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	GRADUATE ENGINEER	SENIOR TECHNICAL ADVISOR	SENIOR DESIGN TECHNICIAN	DESIGN TECH	SURVEY RPLS	SURVEY FIELD CREW	ADMIN / CLERICAL	TOTAL HRS. & COSTS	COST PER TASK	NO OF DWGS	HRS PER SHEET
	CONTRACT RATE PER HOUR	**$ 350.40**	**$ 283.94**	**$ 326.23**	**$ 274.00**	**$ 265.82**	**$ 235.61**	**$ 195.00**	**$ 157.08**	**$ 190.00**	**$ 198.16**	**$ 144.99**	**$ 229.57**	**$ 205.41**	**$ 102.70**				
FUNCTION CODE 160 (150) – ROADWAY DESIGN																			
DESIGN SURVEYS																			
A.	Flagging for Property Owners		8				8						16	32		64	$ 14,402.64		
																0	$ -		
																0	$ -		
	HOURS SUB-TOTALS	0	8	0	0	0	8	0	0	0	0	0	16	32	0	64		0	
	SUBTOTAL FC 160 (150)	$0.00	$2,271.52	$0.00	$0.00	$0.00	$1,884.88	$0.00	$0.00	$0.00	$0.00	$0.00	$3,673.12	$6,573.12	$0.00	$14,402.64	$14,402.64		
FUNCTION CODE 160 (160) – ROADWAY DESIGN																			
ROADWAY DESIGN CONTROLS																			
A.	Demolition Plans		4	4			24	16	24							72	$ 14,985.24	4	18
B.	Revisions to intersection design at Ronald Reagan		2	4			16	40	24							86	$ 17,212.48		
C.	Adjustments for waterline relocation		2	2			24	16	32							76	$ 15,021.54		
	HOURS SUB-TOTALS	0	8	10	0	0	64	72	80	0	0	0	0	0	0	234		4	
	SUBTOTAL FC 160 (160)	$0.00	$2,271.52	$3,262.30	$0.00	$0.00	$15,079.04	$14,040.00	$12,566.40	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$47,219.26	$47,219.26		
FUNCTION CODE 160 (161) – ROADWAY DESIGN																			
DRAINAGE																			
A.	Preliminary Bridge Layout Reports - Two additional		2	2		24	48	40	64							180	$ 36,762.42	1	180
B. 1	Water Quality BMPs		1			8			24							33	$ 6,180.42		
B. 2	WPAP		1			8			40							49	$ 8,693.70		
	HOURS SUB-TOTALS	0	4	2	0	40	48	40	128	0	0	0	0	0	0	262		1	
	SUBTOTAL FC 160 (161)	$0.00	$1,135.76	$652.46	$0.00	$10,632.80	$11,309.28	$7,800.00	$20,106.24	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$51,636.54	$51,636.54		
FUNCTION CODE 160 (163) – ROADWAY DESIGN																			
MISCELLANEOUS (ROADWAY)																			
A.	Initial Financial Plan spreadsheet		16	4			40	40								100	$ 23,072.36	4	25
B.	Revisions to Signage Layouts		2	4			24	24	40							94	$ 18,490.64		
																0	$ -		
	HOURS SUB-TOTALS	0	18	8	0	0	64	64	40	0	0	0	0	0	0	194		0	
	SUBTOTAL FC 160 (163)	$0.00	$5,110.92	$2,609.84	$0.00	$0.00	$15,079.04	$12,480.00	$6,283.20	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,563.00	$41,563.00		
FUNCTION CODE 145 (164) – MANAGING CONTRACTED/DONATED PE																			
PROJECT MANAGEMENT AND ADMINISTRATION																			
A.	Prepare Monthly Progress Reports, Invoices, and Billings		8				8									16	$ 4,156.40		
B.	Project Coordination and Administration		30				80									110	$ 27,367.00		
	HOURS SUB-TOTALS	0	38	0	0	0	88	0	0	0	0	0	0	0	0	126		0	
	SUBTOTAL FC 145 (145, 164)	$0.00	$10,789.72	$0.00	$0.00	$0.00	$20,733.68	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,523.40	$31,523.40		
	TOTAL HOURS	0	76	20	0	40	272	176	248	0	0	0	16	32	0	880			
	CONTRACT RATE PER HOUR	**$ 350.40**	**$ 283.94**	**$ 326.23**	**$ 274.00**	**$ 265.82**	**$ 235.61**	**$ 195.00**	**$ 157.08**	**$ 190.00**	**$ 198.16**	**$ 144.99**	**$ 229.57**	**$ 205.41**	**$ 102.70**				
	SUBTOTAL LABOR EXPENSES	$ -	$ 21,579.44	$ 6,524.60	$ -	$ 10,632.80	$ 64,085.92	$ 34,320.00	$ 38,955.84	$ -	$ -	$ -	$ 3,673.12	$ 6,573.12	$ -	**$186,344.84**			

DIRECT EXPENSES	**QUANTITY**	**COST/UNIT**	**UNIT**	TOTAL
SUBTOTAL DIRECT EXPENSES				**$ -**

	GRAND TOTAL	**$ 186,344.84**

Commissioners Court - Regular Session **29.**

Meeting Date: 05/13/2025

CR 111 - McGray & McGray - WA#3

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on CR 111 Work Authorization No. 3 to the Road and Bridge On-Call Surveying Services executed on May 9, 2024, between Williamson County and McGray & McGray Land Surveyors, Inc. relating to the 2019 Road Bond Program. Project: P292 Fund Source: Road Bonds

Background

The McGray & McGray Land Surveyors, Inc. Work Authorization No. 3 is for surveying services in the amount of $3,767.61 and sets the termination date to 9/30/2025. This WA amount stays under the contract cap.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR 111 - McGray & McGray - WA#3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/08/2025 10:41 AM
Form Started By: Marie Walters		Started On: 05/07/2025 12:10 PM
Final Approval Date: 05/08/2025		

WORK AUTHORIZATION NO. 03

WILLIAMSON COUNTY ROAD BOND PROJECT: WESTINGHOUSE ROAD (CR 111)

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated May 9, 2024 (the "Contract"), and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **McGray & McGray Land Surveyors, Inc.** (the "Surveyor").

Part 1. The Surveyor will provide the following Surveying 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 **$3,767.61**.

Part 3. Payment to the Surveyor 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 April 28, 2025,** and shall terminate on **September 30, 2025**. The Surveying 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. Surveyor 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 Surveyor 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 Surveyor.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

Continued next page

EXECUTED this _____.

SURVEYOR:

McGray & McGray Land Surveyors, Inc.

By: _____
Signature

Chris Conrad
Printed Name

Vice President
Title

COUNTY:

Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

APPROVED

By Christen Eschberger at 11:19 am, May 06, 2025

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY FOR WESTINGHOUSE ROAD (CR 111)

In general, Williamson County and its representatives to their best efforts will render services as follows:

1. Name, business address, and phone number of County's project manager.

2. Assistance to the Surveyor, as necessary, with obtaining data and information from other local, regional, State and Federal agencies required for this project.

3. Provide available criteria and full information as to the client's requirements for the project. Provide examples of acceptable format for the required deliverables.

4. Provide timely reviews and decisions necessary for the Surveyor to maintain the project work schedule. Review recommendations offered by the Surveyor, progress of work, and final acceptance of all documents.

5. Submittal of documentation and permits to regulatory agencies for review and comment, when specified.

6. Assist with coordination between the Surveyor and the County's other consultants.

7. The horizontal datum for this project will be NAD83 (2011) Texas Coordinate System, Central zone, with a scale factor of 1.00012, or as provided by the County.

8. Facilitate communication with landowner(s), who may be or are hostile with respect to completion of the WA.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE SURVEYOR FOR WESTINGHOUSE ROAD (CR 111)

1. PROJECT MANAGEMENT

   a. COMMUNICATION:

      - Designate one Registered Professional Land Surveyor (Texas) to be responsible for the project management, and all communications with the County and its representatives.

   b. MONTHLY PROGRESS REPORTS, INVOICES, AND BILLINGS (**2** months assumed):

      - Submit monthly progress status reports to the GEC. Progress reports will include: deliverable table, 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.

      - Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current County requirements.

   c. QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC) PLAN:

      - Prepare a project specific QA/QC plan and submit to the County within ten (10) days of notice to proceed.

      - For each deliverable submittal, provide evidence of their internal review and mark-up of that deliverable as preparation for submittal and in accordance with submitted project specific QA/QC plan.

      - Provide continuous QA/QC throughout the duration of the scheduled services included herein to appraise both technical and business performance and provide direction for project activities.

   d. PROJECT COORDINATION & ADMINISTRATION:

      - Prepare and maintain routine project record keeping including records of meetings and minutes.
      - Correspondence and coordination will be handled through & with the concurrence of the GEC.
      - 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 Surveyor's team/staff, coordinate and review sub-consultant work, correspond with the County and its representatives, and assist the County and its representatives in preparing responses to Project-related inquiries.

e. PROGRESS/COORDINATION MEETINGS (**2** external meetings assumed):

- 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.
- Prepare agenda and sign-in sheets for external coordination/progress meetings.
- Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting.
- Conduct internal coordination meetings as required to advance the development of the project.

f. PROJECT SCHEDULE:

- Maintain a project schedule indicating tasks, subtasks, critical dates, milestones, and deliverables. Submit to County as requested.

g. PROJECT DOCUMENTS/FILES:

- 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.

h. DELIVERABLES:

- Monthly Invoices and Progress Reports including Deliverable Table
- Project Specific QA/QC Plan within 10 days of notice to proceed
- Meeting Minutes, Sign-In Sheets, and Agendas
- Project Schedule and Updates
- Project Files
- QA/QC Documentation with Deliverable

2. <u>SURVEYING</u>

a. FIELD SURVEYING:

- Surveyor will attempt to locate existing control established by the County for Westinghouse Road (County Road 111) and reconcile any discrepancies found.

- Surveyor will perform sufficient field and office tasks to generate metes and bounds description with survey plat, for up to one (1) Fee Simple acquisition parcel (WCAD R# 648925 – Orenda Education; 1.28-acre tract and 0.087-acre tract). Further described in **Exhibit A-1 and A-2** attached.

- Surveyor will find or set property corners monumenting the boundary of the acquisition parcel as required by the rules and regulations of the Texas Board of Professional Engineers and Land Surveyors.

- Surveyor will review title commitment provided by the County for the acquisition 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.

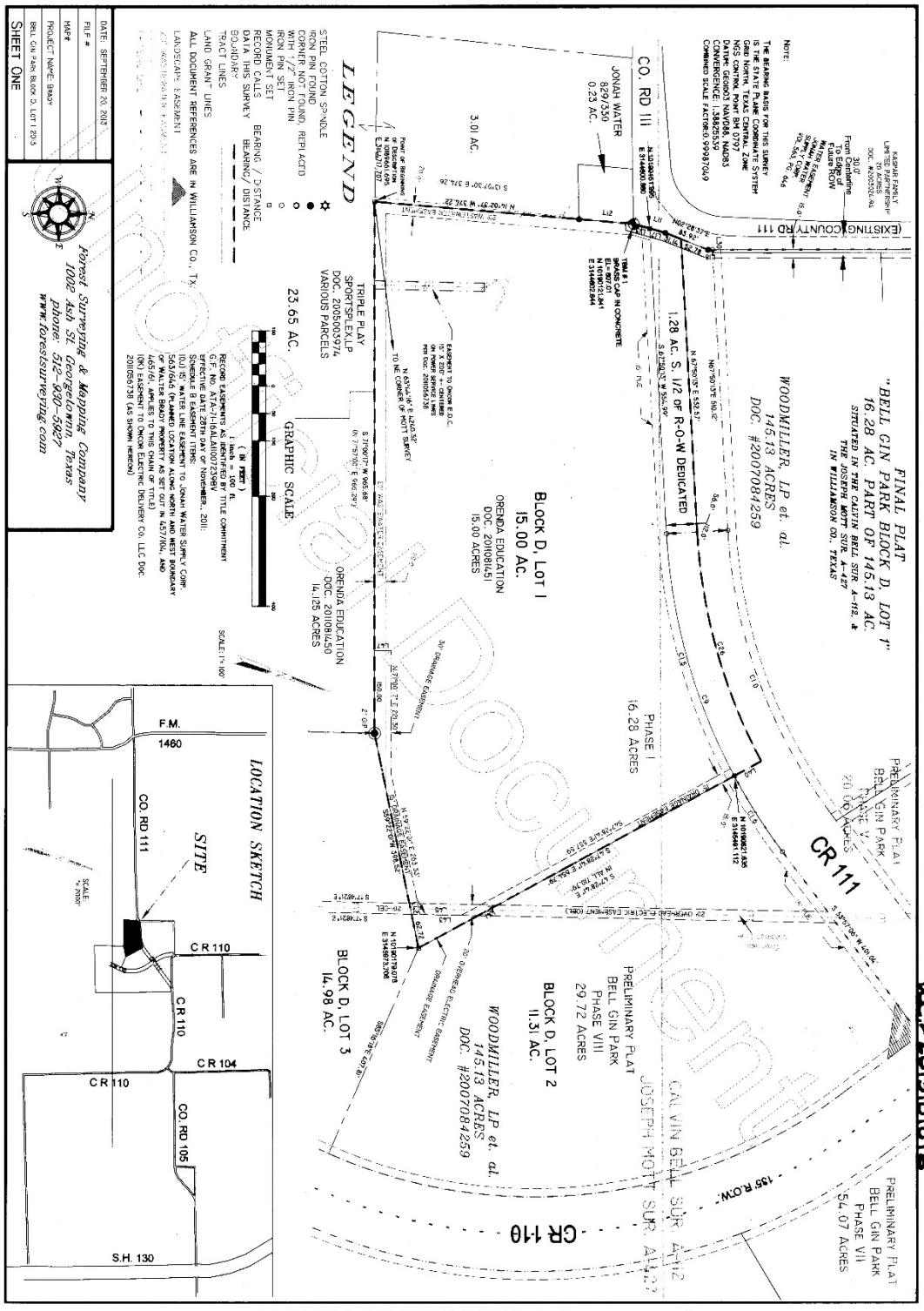
    - If a structure is an element of the planimetric furnished to the Surveyor

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.

b. DELIVERABLES:

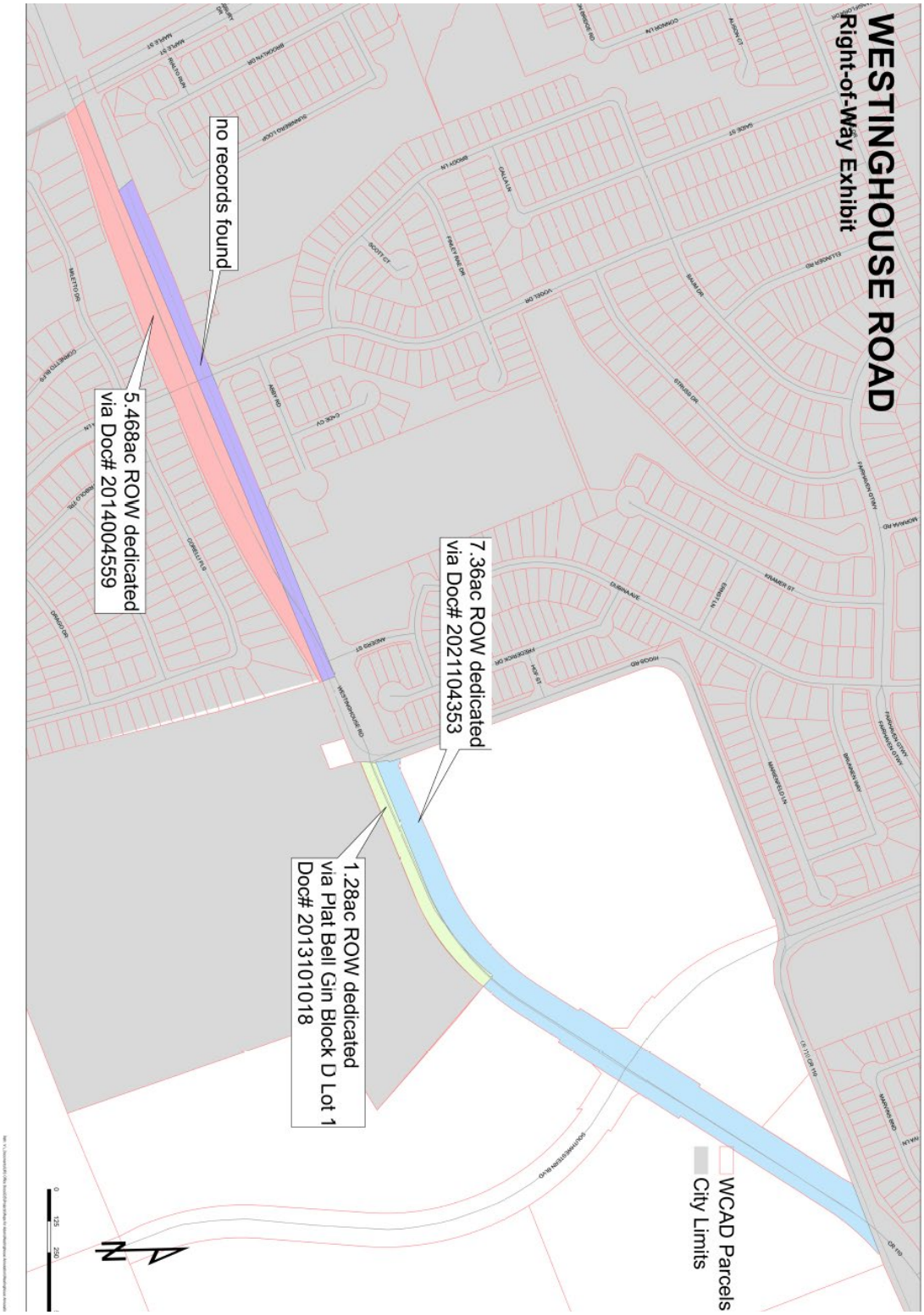
- Draft Acquisition Parcel Document (pdf)
- Final Signed and Sealed Acquisition Parcel Document (pdf)
- Survey CADD file(s)
- ASCII point file of all points located/set during the course of the survey

EXHIBIT A-1



Westinghouse Rd (CR 111)
McGray & McGray

EXHIBIT A-2



Attachment B

Westinghouse Rd (CR 111)
McGray & McGray

ATTACHMENT C
WORK SCHEDULE
WESTINGHOUSE ROAD (CR 111)

Work shall begin in 1 week after receiving written Notice-to-Proceed. McGray and McGray Land Surveyors, Inc. estimates project completion by May 23, 2025 with the following deliverable schedule:

- Draft Acquisition Parcel Document (pdf), by May 16, 2025
- Final Signed and Sealed Acquisition Parcel Document (pdf), by May 23, 2025
- Survey CADD file(s), by May 23, 2025
- ASCII point file of all points locates/set during course of the survey, by May 23, 2025

NOTE: Weather and access issues may affect timing for actual delivery of scoped items.

Prime Provider: McGray & McGray Land Surveyors, Inc.
Westinghouse Rd (CR 111)

Attachment D - Fee Schedule
Method of Payment: Specified Rate

TASK DESCRIPTION	Surveyor (RPLS) Senior	Survey Technician (Surveyor-In-Training) - SIT	Survey Technician	Abstractor	2 man survey crew, with vehicle and data collection	Survey Field Crew Coordinator	TOTAL LABOR HRS & COSTS
Surveyor shall prepare preliminary the parcel description with associated parcel plat for the ROW parcel acquisition. Surveyor will perform sufficient 2-dimensional location of substantial features found within 25 feet of the proposed ROW lines and note any improvements requiring removal/relocation.	2	4	16	2	6	1	$ 3,767.61
							$ -
							$ -
HOURS SUB-TOTALS	2.00	4.00	16.00	2.00	6.00	1.00	31
CONTRACT RATE PER HOUR	$188.06	$115.53	$95.38	$85.97	$190.00	$91.35	
TOTAL LABOR COSTS	$376.12	$462.12	$1,526.08	$171.94	$1,140.00	$91.35	$3,767.61
% DISTRIBUTION OF STAFFING	6.45%	12.90%	51.61%	6.45%	19.35%	3.23%	77.42%
SUBTOTAL:							**$3,767.61**

OTHER DIRECT EXPENSES	UNIT	RATE	QUANTITY	TOTAL
Deed Copies	sheet	$1.00		$0.00
SUBTOTAL OTHER DIRECT EXPENSES				**$0.00**

SUMMARY	
TOTAL LABOR COSTS (DIRECT LABOR)	$3,767.61
(OTHER DIRECT EXPENSES)	$0.00
GRAND TOTAL	**$3,767.61**

Commissioners Court - Regular Session **30.**

Meeting Date: 05/13/2025

Ronald Reagan Blvd (Segment 2) - Volkert - 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 Supplemental No. 1 to Work Authorization No. 1 to the Ronald Reagan Boulevard (Segment C2) contract executed on March 19, 2024, between Williamson County and Volkert, Inc. relating to the 2023 Road Bond Program. Project: P672 Fund Source: Road Bonds

Background

The Volkert, Inc. Supplemental No. 1 to Work Authorization No. 1 is for a Threatened and Endangered Species Habitat Assessment in the amount of $16,044.50. This WA amount stays under the contract cap.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Ronald Reagan Blvd (Segment 2) - Volkert - SWA#1 to WA#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/08/2025 01:12 PM
Form Started By: Marie Walters		Started On: 05/08/2025 11:06 AM
Final Approval Date: 05/08/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. _1_
TO
WORK AUTHORIZATION NO. _1_

WILLIAMSON COUNTY PROJECT:
RONALD REAGAN BLVD. (SEGMENT C2)

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 **Volkert, Inc.** (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. **_1_** dated effective **March 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 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). – **See Attachment B**

II. The maximum amount payable for services under the Work Authorization is hereby increased by $16,044.50 from $**2,124,945.90** to $**2,140,990.40**. The revised Work 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.

ENGINEER:	**COUNTY:**
By: _____	By: _____
Signature	Signature
Travis Falls, PE	_____
Printed Name	Printed Name
Senior Vice President	_____
Title	Title
May 5, 2025	_____
Date	Date

LIST OF ATTACHMENTS

Attachment B - Services to be Provided by Engineer

Attachment D - Fee Schedule

APPROVED
By Christen Eschberger at 10:54 am, May 08, 2025

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE ENGINEER FOR
RONALD REAGAN BLVD. (SEGMENT C2)

PROJECT DESCRIPTION

Project Limits

The project limits are from east of CR 289 to west of RM 2338, approximately from STA 2772+00 to STA 2864+00 a length of 1.74 miles.

Proposed Facility

The proposed facility is a new 2 lane road with 12' lanes, 4' shoulders, turn lanes and intersection improvements that will serve as the southbound lanes of Ronald Reagan Blvd. constructed adjacent to the existing roadway. On the southwest end of the project, the new roadway will match the proposed southbound Ronald Reagan Blvd. Segment C1 lanes being design by others at approximate Station 2772+00 east of CR 289. On the northeast end, the new roadway will match proposed southbound Ronald Reagan Segment D1 project at approximate Station 2864+00 west of the overpass at RM 2338. The existing Ronald Reagan Blvd roadway will be overlayed and restriped to serve as two northbound lanes with shoulders. The proposed ROW is generally 300 feet wide. This facility will include turn lanes at Benton Lane and three bridges.

Design Criteria

The proposed design criteria for the project will be developed from Williamson County design criteria and TxDOT design criteria. TxDOT criteria will only apply to portions of the project within TxDOT ROW (RM 2338).

1. PROJECT MANAGEMENT
    - NO CHANGE
2. PUBLIC INVOLVEMENT
    - NO CHANGE
3. UTILITY COORDINATION SUPPORT
    - NO CHANGE
4. CONDEMNATION SUPPORT
    - NO CHANGE
5. SURVEYING
    - NO CHANGE
6. DRAINAGE STUDY

- NO CHANGE

7. ENVIRONMENTAL SERVICES (SUB-SWCA)

SWCA will survey approximately 9.6 acres 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 three 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. SWCA 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 SWCA's USFWS Permit (TE800611-4), which authorizes SWCA 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. SWCA 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.

8. GEOTECHNICAL SERVICES (SUB-B2Z)

- NO CHANGE

9. PLAN PREPARATION

- NO CHANGE

10. PERMITS

- NO CHANGE

11. BIDDING SERVICES

- NO CHANGE

12. EXCLUSIONS

- NO CHANGE

ATTACHMENT D - FEE SCHEDULE

SUMMARY OF FEES			
	LABOR	REIMB/ODE	TOTAL
VOLKERT (DESIGN)	$ 1,304,624.50	$ 5,045.50	$ 1,309,670.00
VOLKERT (SURVEY)	$ 146,395.00	$ 11,273.00	$ 157,668.00
EDGE (DRAINAGE)	$ 353,140.00	$ 6,620.60	$ 359,760.60
SWCA (ENVIRONMENTAL)	$ 91,528.00	$ 3,829.30	$ 95,357.30
SWA 1	$ 15,529.50	$ 515.00	$ 16,044.50
B2Z (GEOTECHNICAL)	$ 96,270.00	$ 106,220.00	$ 202,490.00
	$ 2,007,487.00	**$ 133,503.40**	**$ 2,140,990.40**

Schedule: 15 months (est.)

SWCA
SWA 1
ATTACHMENT D: ESTIMATED FEE SUMMARY
WILLIAMSON COUNTY
Ronald Reagan Boulevard (C2) - Volkert

Task	Subject Matter	Subject Matter	Subject Matter	Subject Matter	Specialist XII	Specialist XI	Specialist X	Specialist IX	Specialist VIII	Specialist VII	Specialist VI	Specialist V	Specialist IV	Specialist III	Specialist II	Specialist I	Total Hours	Total Labor
Rates	$293.00	$268.00	$242.00	$230.00	$226.00	$207.00	$189.00	$169.00	$158.00	$147.00	$137.00	$123.00	$114.00	$104.00	$91.00	$77.00		
7. Environmental Services																	**102**	**$ 15,529.50**
a. County Due Diligence																	0	$ -
b. TxDOT Environmental Clearance																	0	$ -
c. Data Collection & Field Reconnaissance																	0	$ -
d. Hazardous Materials Initial Site Assessment																	0	$ -
e. Section 404 Clean Water Act Compliance																	0	$ -
f. Endangered Species Act Compliance				2			15	35	2		10.5	35		2.5			102	$ 15,529.50
g. Historical Site Compliance																	0	$ -
h. Texas Antiquities Code (TAC) Compliance																	0	$ -
i. Deliverables																	0	$ -
																	0	$ -
SUBCONSULTANTS																		
Total SWCA Direct Labor Hours	0	0	0	2	0	0	15	35	2	0	11	35	0	3	0	0	102	
Percent of Total Hours	0%	0%	0%	2%	0%	0%	15%	34%	2%	0%	10%	34%	0%	2%	0%	0%		
Total SWCA Direct Labor Cost																		**$ 15,529.50**

OTHER DIRECT EXPENSES (SWCA)
SWA 1
WILLIAMSON COUNTY
Ronald Reagan Boulevard (C2)

Direct Expenses	Rate	Unit	Quantity	Cost
CADD Color Plotting (Per SQ FT)	$ 1.50	Square Feet		$ -
Photocopies B/W (8.5x11)	$ 0.15	Each		$ -
Photocopies B/W (11x17)	$ 0.60	Each		$ -
Color Copies (8.5x11)	$ 0.49	Each		$ -
Color Copies (11x17)	$ 1.00	Each		$ -
Mileage	$ 0.70	Miles	450	$ 315.00
Materials/Supplies	$ 10.00	Day		$ -
Tablet/Geode	$ 40.00	Each	5	$ 200.00
Hazmat Supplemental Records	$ 1,000.00	Each		$ -
Postage	$ 1.15	Each		$ -
Overnight Mail- letter size	$ 25.00	Each		$ -
TARL Site Forms	$ 110.00	Each		$ -
Curation Fee	$ 250.00	Each		$ -
			SUB TOTAL	$ 515.00
			TOTAL	**$ 515.00**

Commissioners Court - Regular Session **31.**

Meeting Date: 05/13/2025

Proclamation-National Police Week for County Sheriff

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

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Proclamation recognizing May 11-17, 2025 as National Police Week.

Background

National Police Week was created in 1962 after then-President of the United States, John F. Kennedy, signed Public Law 87-726 to honor the men and women who risk their lives every day in the line of duty. The law designated May 15th as Peace Officers' Memorial Day and stated that the week in which the day falls should be National Police Week. It is also a time for police officers to honor their fallen colleagues, make sure those surviving them are supported, as well as to remember their commitment to keeping people safe. Citizens and civilians can also celebrate the day by showing some love and gratitude to law enforcement around them. National Police Week is all about honor, gratitude, remembrance, servitude and peer support.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

National Police Week

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/06/2025 05:44 PM
Form Started By: Starla Hall		Started On: 05/02/2025 01:06 PM
Final Approval Date: 05/06/2025		

To recognize National Police Week 2025 and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

WHEREAS, The Congress of the United States of America has designated the week of May 11th-17th 2025 to be dedicated as "NATIONAL POLICE WEEK" and May 15th of each year to be "PEACE OFFICERS MEMORIAL DAY", in honor of all fallen officers and their families and U.S. flags should be flown at half-staff; AND

WHEREAS, The law enforcement officers are our guardians of life and property, defenders of the individual right to be free, warriors in the war against crime and dedicated to the preservation of life, liberty and the pursuit of happiness, and

WHEREAS, Williamson County desires to honor the valor, service and dedication of its own deputies, and

WHEREAS, since the first recorded death in 1786, more than 26,950 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, including 23 this year, and

WHEREAS, new names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.

NOW THEREFORE, BE IT PROCLAIMED that the Commissioners Court of Williamson County, State of Texas, hereby proclaims May 11-17, 2025 as National Police Week in Williamson County, Texas and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

Dated this 13th day of May 2025

_____

Williamson County Judge or Presiding Officer
On behalf of the Williamson County Commissioners Court Members

Commissioners Court - Regular Session **32.**

Meeting Date: 05/13/2025

Asian American and Pacific Islander Heritage Month Proclamation

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 on a proclamation designating May 2025 as Asian American and Pacific Islander Heritage Month in Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

AAPI Heritage Month Proclamation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/08/2025 10:44 AM
Form Started By: Garry Brown		Started On: 05/08/2025 08:38 AM
Final Approval Date: 05/08/2025		

PROCLAMATION

WHEREAS, the history of Asian and Pacific Islander Americans in the United States is a long and honorable one, as generations of these men and women have helped our nation grow and prosper; and

WHEREAS, their determination to uphold America's promise of freedom and opportunity for all has come even in the face of official acts by our federal government, of which the Chinese Exclusion Act in 1882, the first major restriction on immigration based on nationality and race, and the Japanese Internment Camps during World War II are but two; and

WHEREAS, from their labors on plantations in Hawaii, the mines in California, and on the first transcontinental railroad, there is no doubt that Americans of Asian and Pacific Islander descent have made, and continue to make, significant contributions to every aspect of our society, such as:

- Steve Chen, a co-founder of YouTube, was central to the early internet boom;
- AAPI communities have forever changed the national food palate by bringing dishes like sushi, Korean barbeque, pho, curry, falafel, and ramen into everyday American dining;
- Anime and manga have become a cultural wave with conventions, cosplay events, and art communities that have become major parts of American pop culture;
- Karate, judo, taekwondo and other martial arts, along with yoga and meditation, have become an important part of American sports, recreation, and self-care;
- AAPI leaders have been strong voices in environmental activism, especially those from Pacific Island nations that stand the most to lose due to climate change and rising oceans;
- Numerous AAPI leaders have served in the United States Congress. Hawaii was the first territory to send a Pacific Islander to the House of Representatives (in 1900) and was also the first state to send a Pacific Islander to the U.S. Senate (in 1990). Since 1957, 41 Asian Americans have been elected as U.S. Representatives and nine as U.S. Senators. Currently, there are 22 Members (16 Representatives, 3 Delegates, and 3 Senators) who are Asian Americans or Pacific Islander Americans;
- Authors, such as Amy Tan (The Joy Luck Club) and Maxine Hong Kingston (The Woman Warrior), have shaped American literature with stories that explore identity, family, and migration and held the American imaginations as the former was on the New York Times Bestseller List for over 40 weeks and the latter was named as one of the 50 best memoirs of the last 50 years;
- AAPI communities have built cultural bridges through festivals, art, education and celebrations like Diwali, Holi, and Lunar New Year, thereby fostering deeper understanding and relationships across cultural groups;
- Films from Bollywood and others, such as Crouching Tiger, Hidden Dragon, the Korean film Parasite, which won numerous awards, and more recently, Everything Everywhere All at Once, Moanna, and K-Dramas on Netflix, along with the emerging phenomenon of K-Pop music have become major genres in American entertainment;

WHEREAS, 48 nations make up the Asian continent, from Saudi Arabia and Türkiye in the west, through Kazakhstan and Azerbaijan in Central Asia, to Nepal and India in the south, to Thailand, Laos, Malaysia, Philippines in Southeast Asia, the countries of Japan and Korea in the east, and everywhere in between, Asian Americans and Pacific Islanders have brought so much diversification of cultures to American shores; and

WHEREAS, the U.S. Census Bureau estimates that the current percentage of Asian alone and Native Hawaiian/Pacific Islander alone make up 11.9% of the total population of Williamson County, up from 4.8% in 2010, an almost 148% increase!

NOW THEREFORE BE IT RESOLVED, that the Williamson County Commissioners Court hereby proclaims May 2025 as

Asian American and Pacific Islander Heritage Month

for the first time in Williamson County and encourage our residents to continue their neighborly ways in welcoming the considerable contributions that the Asian and Pacific Islander Community make in our county.

Passed by Commissioners Court and Signed on this date: _____

_____

Steven Snell, County Judge

As Presiding Officer and on behalf of the Williamson County Commissioners Court

Commissioners Court - Regular Session **33.**

Meeting Date: 05/13/2025

Mental Health Awareness Month

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 on a proclamation naming the month of May as "Mental Health Awareness Month".

Background

Mental health impacts many families and does not discriminate by age, gender, race, or economic status. Millions of people in the U.S. are affected by mental illness each year. It's important to measure how common mental illness is, so we can understand its physical, social and financial impact — and so we can show that no one is alone. These numbers are also powerful tools for raising public awareness, stigma-busting and advocating for mental health resources.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

MH Awareness

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/07/2025 12:21 PM
Form Started By: Kathy Pierce		Started On: 05/07/2025 09:48 AM
Final Approval Date: 05/07/2025		

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

That on the 13th day of May 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:

Steven Snell, County Judge
Terry Cook, Commissioner Precinct One
Cynthia P. Long, Commissioner Precinct Two
Valerie Covey, Commissioner Precinct Three
Russ Boles, Commissioner Precinct Four

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

WHEREAS, the month of May is Mental Health Awareness month to bring attention to and remember the vital role mental health plays in our overall health and wellness; and

WHEREAS, 1 in 5 U.S. adults experience mental illness each year; 1 in 20 U.S. adults experience a serious mental illness each year; and 1 in 6 U.S. youth aged 6-17 experience a mental health disorder each year, with 7.6% of all adults experiencing a co-occurring substance use disorder; and

WHEREAS, 1 out of 17 adults will experience a serious mental health illness if their life, which can affect their physical health and have a ripple effect on families, schools, places of employment, and our communities; and,

WHEREAS, 50% of all lifetime mental illness begins by age 14, and 75% by age 24, with young adults ages 18 to 25 in the U.S. have the highest rate of experiencing mental health concerns; and

WHEREAS, mental health concerns can impact anyone, regardless of race, age, gender, educational level or economic status and suicide is the 2nd leading cause of death among young people aged 10 to 14; and

WHEREAS, mental health treatment – therapy, medication and self-care have made recovery a reality for most people experiencing mental illness; and

WHEREAS, the average delay between onset of mental illness symptoms and treatment is 11 years but with treatment individuals can continue to learn, work, perform, create, compete, laugh, love and inspire every day; and

WHEREAS, it is important to know the warning signs of mental illness, some of which include being sad or withdrawn for more than two weeks, trying to harm oneself or making plans to do so, out-of-control/risky behavior, changes in mood or weight, use of alcohol and/or drugs, sleep patterns, fears and anxiety; and

WHEREAS, it is important and can be life-saving to recognize the symptoms of mental illness and to connect our friends and loved ones to treatment resources, as there is hope and help available, including the Bluebonnet Trails Crisis Support Line at 844-309-6385 for questions, appointments and help with navigating through local treatment options, as well as SAMHSA's "Search for Treatment" – at https://findtreatment.gov.

NOW THEREFORE BE IT RESOLVED that the Commissioners Court recognizes the month of May as ***"Mental Health Awareness Month"*** and encourages county residents to look for warning signs of mental illness and to call or text 988 or 911, if you know someone struggling or in crisis.

RESOLVED THIS 13th DAY Of MAY 2025.

_____
Steven Snell, County Judge

Commissioners Court - Regular Session **34.**

Meeting Date: 05/13/2025

Bluebonnet Trails Update

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 on an update from Bluebonnet Trails Community Services (BTCS) on mental health programs, resources and services available in Williamson County.

Background

Mike Maples began acting as CEO for Bluebonnet Trails Community Services (BTCS) on January 1, 2025, replacing Andrea Richardson who retired on December 31, 2024. This update is to review the services offered in Williamson County and the vision, mission and valued partnerships with BTCS.

A New Chapter for Bluebonnet Trails Community Services
As we bid a fond farewell to Andrea Richardson after nearly 20 years of service, I am both humbled and honored to step into the role of Chief Executive Officer at Bluebonnet Trails Community Services. On January 1, 2025, it became my privilege to begin leading an organization full of dedicated staff who have a heart for meeting needs across our communities.

Honoring Andrea Richardson's Legacy
Andrea's leadership has shaped Bluebonnet Trails into the respected organization it is today. Her dedication to service, compassionate care, and unwavering commitment to the individuals and communities we serve will not be forgotten. As I take on this role, I do so with deep respect for the foundation that has already been built, and I look forward to continuing the great work our staff and community partners carry out together each day.

My Journey to Bluebonnet Trails
I have been with Bluebonnet Trails for the past three years, overseeing our agency's health programs, and it has been a deeply rewarding experience. My background spans nearly three decades of service with the Texas Health and Human Services Commission (HHSC), where I managed various divisions including Behavioral Health Community Services and Facilities. After retiring in June 2021 from HHSC, I transitioned to Bluebonnet Trails, bringing my experience in mental healthcare, substance use treatment, disability services, and crisis response to our local communities.

At the national level, I had the honor of serving as President of the National Association of State Mental Health Program Directors (NASMHPD) for two terms, which provided a broader perspective on the challenges and opportunities facing our nation's mental health and substance use services.

As a Licensed Professional Counselor and Licensed Marriage and Family Therapist, I have always been passionate about mental health, well-being, and helping individuals lead healthier, more fulfilling lives.

Our Vision for the Future
At Bluebonnet Trails, our vision remains clear: Healthy and Fulfilled Lives. This is at the heart of everything we do. We are here to shape and invest in a system of care that is valued by our communities, one that continuously improves the health and independence of the people we serve.

While we continue to offer a full spectrum of services—from mental health and substance use care to primary health services, autism interventions, intellectual and developmental disability services, early intervention, and crisis services—we have our sights set on four key priorities:

Retaining and Recruiting an Excellent Staff
Supporting Youth in Achieving Life Goals
Responding to Homelessness in our Communities
Advancing Our Response Serving an Aging Population

Our Immediate Goals
Looking ahead, we have several immediate goals that will guide our work:
Improving Access: We are committed to ensuring that all community members, especially those with the greatest need, have access to timely and effective care.
Delivering High-Quality Care: We will continue to hold ourselves to the highest standard of care, focusing on outcomes that truly make a difference in the lives of those we serve.
Being a Strong Community Partner and Employer: Building upon strong, collaborative relationships with partners and creating a supportive, positive work environment for our staff will remain top priorities.

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	05/07/2025 12:23 PM
Form Started By: Kathy Pierce		Started On: 05/07/2025 09:59 AM
Final Approval Date: 05/07/2025		

Commissioners Court - Regular Session **35.**

Meeting Date: 05/13/2025

Learn to Fish

Submitted For: Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear a presentation on the Williamson County Park Department Learn-to-Fish event held at the Regional Park.

Background

Learn-to-Fish is a fun and educational family activity that began in 2010 at the Williamson County Regional Park. The half-day event was inspired by fishing enthusiasts with great family fishing memories. The goal of the event is to encourage families to spend quality time with each other discovering the beauty of the outdoors and to instill a love of recreational fishing. Throughout the years, Learn-to-Fish has remained a free event open to children of all ages. It provides children with the opportunity to learn fishing tips and techniques through hands-on learning at teaching stations.

Local volunteer experts have guided young anglers on techniques, including learning how to cast and tie knots and how to be a good angler. The event is made possible by community volunteers who have donated hundreds of hours to teach the children fishing skills and safety, the Wilco Parks Department and is funded by individual and corporate sponsors. Since 2010, over 4,500 kids have attended the event and left with smiles and the tools they need to fish again.

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	05/06/2025 05:28 PM
Form Started By: Kathy Pierce		Started On: 05/06/2025 02:19 PM
Final Approval Date: 05/06/2025		

Commissioners Court - Regular Session **36.**

Meeting Date: 05/13/2025

Historical Commission Presentation

Submitted By: Rachel Rull, Commissioner Pct. #3

Department: Historical Commission

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a presentation from the Williamson County Historical Commission illustrating the past year's initiatives.

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	05/08/2025 01:13 PM
Form Started By: Rachel Rull		Started On: 05/08/2025 11:16 AM
Final Approval Date: 05/08/2025		

Commissioners Court - Regular Session **37.**

Meeting Date: 05/13/2025

Williamson County Benefits Committee Recommendation of Voting Benefit Committee Member

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

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to appoint John Gonzales, Director of EMS Emergency Medical Services, to serve as a voting Benefit Committee member.

Background

The first of two May Benefit Committee Meetings is scheduled for Friday, May 9th. In anticipation of the Benefit Committee approving this nomination and the recommendation to Commissioners Court for approval on Tuesday, May 13th. The second of the two May Benefit Committee Meetings is scheduled for Thursday, May 15th and should the Commissioners Court approve this nomination of appointing John Gonzales on May 13th, we will then have a full Benefit Committee.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

5.9.2025 Benefit Committee Terms -

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/07/2025 12:24 PM
Form Started By: Shelley Loughrey		Started On: 05/07/2025 10:19 AM
Final Approval Date: 05/07/2025		

Williamson County Benefits Committee Member Terms

Term Non-Expiring	*County Judge
Term Non-Expiring	*Commissioner
Term Non-Expiring	*County Manager
Term Expires - December 31, 2026	John Pelczar - Chairman
Term Expires - December 31, 2026	Matt Williamson
Term Expires - December 31, 2025	James Carmona
Term Expires - December 31, 2025	Cathy Mendoza
Term Expires - December 31, 2025	John Gonzales

History:

*County Judge is a permanent position on the Benefits Committee and is not included in the rotation.

BC Mtg. 9/20/2017 - *Commissioner's position term periods removed. Change member term's to (3) Years, terms to begin on January 1st Non-Expiring.

BC Agenda: 5/15/2019 Motion: Recommend Dr. Lori Palazzo to fill the vacant position formerly held by John Teel, Term to expire on 12/31/2022.

BC Mtg. 7/9/2019 Motion: Recommend John Pelczar to fill Scott Parker's position, due to his upcoming retirement and to ensure John is able to receive the required training at the upcoming Annual IFEBP Conference in October 2019.

BC Mtg. 10/4/2019 Motion: Recommend Jay Schade and Cathy Mendoza's member terms for an additional (3) years, terms to expire on 12/31/2022.

BC Mtg. 1/20/21 Motion: Recommend James Carmona and Mike Knipstein to fill the two vacant positions, terms to expire on 12/31/2022. Terron Evertson additional (3) years, term to expire on 12/31/23.

BC Mtg. 6/1/2022 Motion: Recommend the re-appointment for James Carmona, Cathy Mendoza, and Mike Knipstein to an additional (3) years, terms to expire on 12/31/2025.

BC Mtg. 5/3/2023 Motion: Accept resignation of Terron Evertson, and appoint Matt Williamson to fill the vacant position, term to expire on 12/31/2023.

BC Mtg. 5/17/2023 Motion: Recommend Matt Williamson to fill the vacant position, term to expire 12/31/2023.

BC Mtg. 11/1/2023 Motion: Recommend re-appointment of John Pelczar and Matt Williamson to an additional three-year term to expire on 12/31/2026.

BC Mtg. 1/16/2025 Motion: Recommend adding County Manager as a voting member with non-expiring terms.

BC Mtg. 5/9/2025 Motion: Recommend adding John Gonzales as a voting member to fill the open vacancy due to Mike Knipstein's retirement.

Upcoming committee member vacancies:

Commissioners Court - Regular Session **38.**

Meeting Date: 05/13/2025

Reimb Ag WCAD

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a Reimbursement Agreement by and among the Williamson Central Appraisal District, the City of Round Rock, Texas, and Williamson County, Texas in relation to funding of litigation costs for that certain lawsuit, Lakeside Apartments Round Rock, TX, LLC et al. v. WCAD; No. 24-2170-C395, pending in the District Court of Williamson County, Texas.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Reimbursement Agreement - WCAD

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/07/2025 06:01 PM
Form Started By: Hal Hawes		Started On: 05/07/2025 04:17 PM
Final Approval Date: 05/07/2025		

STATE OF TEXAS §
§ **REIMBURSEMENT AGREEMENT**
COUNTY OF WILLIAMSON §

This Reimbursement Agreement ("Agreement") is made by and among the Williamson Central Appraisal District ("WCAD"), the City of Round Rock, Texas ("City"), and Williamson County, Texas ("County") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, WCAD is a defendant in that certain lawsuit Lakeside Apartments Round Rock, TX, LLC et al. v. WCAD; No. 24-2170-C395 pending in the District Court of Williamson County, Texas in which Plaintiffs appeal the determinations of the Appraisal Review Board of WCAD denying certain protests, challenges the actions of WCAD and the Chief Appraiser of WCAD denying exemptions from ad valorem taxation for multiple tax years for certain properties within WCAD the subject of such action (the "Lawsuit"); and

WHEREAS, for purposes of this Agreement the Lawsuit shall mean and include any additional claims and/or tax years added to the Lawsuit and any other cause of action filed by Plaintiffs against WCAD asserting the same or similar claims for exemption from ad valorem taxation for real property and improvements owned, operated, or controlled by such parties; and

WHEREAS, the exemption from ad valorem taxation for the properties the subject of the Lawsuit and the exemption from ad valorem taxation for similar situated properties will cause a loss of ad valorem tax revenue to the County and the City, including other participating taxing units in WCAD; and

WHEREAS, WCAD's legal and other costs of defense of the Lawsuit for the tax years at issue and for future tax years (the "Litigation Costs") has impacted the WCAD approved budget and will negatively impact future WCAD budgets while such Lawsuit is pending; and

WHEREAS, City and County find that the denial of the exemption from ad valorem taxation for the properties the subject of the Lawsuit is of utmost importance and have agreed to reimburse to WCAD the Litigation Costs as set forth herein;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I
Term; Termination

Term. This Agreement shall commence on the last date of execution hereof ("Effective Date") and continue until the entry of a final non-appealable judgement has been entered in the Lawsuit ("Expiration Date").

Article II
Ligation Costs Reimbursement

2.1 Share of Litigation Costs. Beginning on the Effective Date and continuing during the term of this Agreement, City and County each agree to share the Litigation Costs up to an amount of $100,000.00 each utilizing their tax rate to determine their portion of the Litigation Costs as set forth below:

Tax Rates 2024
Williamson County - 0.355670
RFM - 0.044329
Round Rock City - 0.360000
Total Tax Rate (City and County) = .759999

County portion = (.355670+.044329)/.759999 = .5263 or 52.6%
City portion = .360000/.759999 = .4737 or 47.4%

City and County shall each pay their respective share of the Litigation Costs to WCAD within thirty (30) days after receipt of a written invoice or statement from WCAD.

The Parties hereby agree that any additional funding over and above the amount of $100,000.00 from the City and $100,000.00 from the County that may be needed for the Litigation Costs during the term of this Agreement must be agreed to, in advance, by the Parties pursuant to a written amendment.

2.2 WCAD shall, on a calendar monthly basis provide City and County with a written invoice which shall provide: (i) the total amount of Litigation Costs incurred by WCAD during the then ending calendar month; and (ii) the amount of such Litigation Costs to be paid by each the City and County.

Article III
Miscellaneous

3.1 Entire Agreement. This Agreement constitutes the sole and only agreement among the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

3.2 Assignment. No Party may assign this Agreement without the prior written consent of all the Parties.

3.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

3.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Williamson County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

3.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

3.6 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, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

3.7 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, courier, or by confirmed facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery or on the day actually received if sent by courier or otherwise hand delivered:

If intended for WCAD, to:

Attn: Alvin Lankford
Chief Appraiser
William Central Appraisal District
625 FM 1460
Georgetown, Texas 78626-8050

With a copy to:

Attn: Peter G. Smith
General Counsel
Nichols | Jackson
1800 Ross Tower
500 North Akard Street
Dallas, Texas 75201

If intended for City, to:

Attn: Brooks Bennett
City Manager
City of Round Rock, Texas
221 East Main Street
Round Rock, Texas 78664

With a copy to:

Attn: Stephanie L. Sandre
City Attorney
Sheets & Crossfield, PLLC
309 E. Main Street
Round Rock, Texas 78664

If intended for County, to:

Attn: Steven Snell
County Judge
Williamson County
Williamson County Court House
710 South Main Street, Suite 101
Georgetown, Texas 78626

With a copy to:

Attn: Hal C. Hawes
Williamson County General
Counsel's Office
401 W. 6th Street
Georgetown, Texas 78626

3.8 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all but together signed by all of the Parties hereto.

(Signature Page to Follow)

EXECUTED this _____ day of _____, 2025.

WILLIAMSON CENTRAL APPRAISAL DISTRICT

By:_____
Alvin Lankford, Chief Appraiser

EXECUTED this _____ day of _____, 2025.

CITY OF ROUND ROCK, TEXAS

By:_____
Brooks Bennett, City Manager

EXECUTED this _____ day of _____, 2025.

WILLIMASON COUNTY, TEXAS

By:_____
Steven Snell, County, Judge

Commissioners Court - Regular Session **39.**

Meeting Date: 05/13/2025

TVC Financial Assistance Grant

Submitted For: Rebecca Clemons **Submitted By:** Becky Pruitt, Commissioners Court

Department: Commissioners Court

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a Letter of Support for the continuance of the Texas Veterans Commission Financial Assistance Grant.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CC Letter of Support

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/06/2025 05:31 PM
Form Started By: Becky Pruitt		Started On: 05/06/2025 03:19 PM
Final Approval Date: 05/06/2025		

Williamson County Commissioners Court
710 S Main St, Suite 101
Georgetown, TX 78626
512.943.1550
wilcotx.gov

Williamson County Commissioners Court
Williamson County, Texas
710 S Main St. Suite 101
Georgetown, TX 78626
Phone: (512) 943-1550
Email: ctyjudge@wilcotx.gov

May 13, 2025

To:

Texas Veterans Commission
Chairperson Laura Koerner and Board of Commissioners
P.O. Box 12277
Austin, TX 78711-2277

Subject: Letter of Support for the Williamson County Veteran Services Office – TVC Financial Assistance Grant

Dear Chairperson Koerner and Commissioners,

The Commissioners Court approved a motion on Tuesday, May 13th, 2025, to unanimously voice their support for the continued funding of the Texas Veterans Commission (TVC) Financial Assistance Grant awarded to the Williamson County Veteran Services Office. We have witnessed firsthand the profound impact this grant has had on our veteran community countywide.

Williamson County is home to over 38,000+ veterans, placing us among the top ten counties in Texas by veteran population. Our Veteran Services Office, in partnership with this grant, has provided critical, life-stabilizing assistance to some of our most vulnerable residents. In the most recent grant year alone, the team has exceeded its goal supporting 160 veterans, spouses, and dependents with direct

Williamson County Commissioners Court
710 S Main St, Suite 101
Georgetown, TX 78626
512.943.1550
wilcotx.gov

financial relief. These efforts resulted in the prevention of 42 evictions, over $14,800 in utility assistance, and critical food assistance to 19 households.

The recently published Needs Assessment of Texas Veterans: 2024 Report identified emergency financial assistance as the top unmet need in our region. It also highlighted that many veterans do not know what benefits they qualify for or where to go to get help. Our local team has responded to these gaps by conducting numerous outreach events, distributing resource materials, and maintaining strong referral partnerships with seven VFW posts, five American Legion posts, and various nonprofit organizations across the county.

This grant does more than deliver temporary aid, it strengthens the continuum of veteran services throughout Central Texas. We respectfully urge you to continue supporting this essential funding stream so our local office can carry out its mission with integrity, compassion, and proven results.

Please feel free to contact the members of Commissioners Court directly should you require additional information or wish to discuss the matter further.

Sincerely,

Judge Steve Snell
County Judge
Williamson County, Texas

Terry Cook
Commissioner, Precinct 1
Williamson County, Texas

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710 S Main St, Suite 101
Georgetown, TX 78626
512.943.1550
wilcotx.gov

Cynthia Long
Commissioner, Precinct 2
Williamson County, Texas

Valerie Covey
Commissioner, Precinct 3
Williamson County, Texas

Russ Boles
Commissioner, Precinct 4
Williamson County, Texas

Commissioners Court - Regular Session **40.**

Meeting Date: 05/13/2025

Amended Interlocal Agreement for Fire Code Review between WCESD No. 9 and Williamson County

Submitted For: Mike Lugo **Submitted By:** Adrienne Damron, Fire Marshal Spec Ops-Hazmat

Department: Fire Marshal Spec Ops-Hazmat

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on amending the Interlocal Agreement for Fire Code review and enforcement between Williamson County Emergency Services District No. 9 and Williamson County.

Background

This Interlocal Agreement will allow the Williamson County Fire Marshal's office to provide fire code review and enforcement within Williamson County Emergency Services District No. 9 jurisdiction pursuant to Texas Health and Safety Code 775. This Interlocal has been reviewed by Williamson County Legal and Contract teams.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amended ILA ESD 9

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/08/2025 10:45 AM
Form Started By: Adrienne Damron		Started On: 05/08/2025 08:42 AM
Final Approval Date: 05/08/2025		

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

FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR FIRE MARSHAL AND FIRE CODE ENFORCEMENT SERVICES BETWEEN WILLIAMSON COUNTY, TEXAS AND WILLIAMSON COUNTY EMERGENCY SERVICE DISTRICT NO. 9

This First Amendment to Interlocal Agreement for Fire Marshal and Fire Code Enforcement Services ("First Amendment") is entered into as of the last party's execution hereof, by and between Williamson County, Texas (the "County"), and Williamson County Emergency Services District No. 9 (the "District"), a political subdivision of the State of Texas.

WHEREAS, the District and County entered into an Interlocal Agreement, dated effective June 13, 2023 (the "Agreement"), setting forth the terms and conditions pursuant to which the County agreed to provide Fire Marshal services and the enforcement of the District's Fire Code throughout the District; and

WHEREAS, the Parties desire to amend the Agreement to further define the obligations of the County and to include compensation to help offset the increased expenses and other associated costs incurred by performing said services under the Agreement;

NOW THEREFORE, the Parties agree that the Agreement is amended as follows:

AMENDMENT

I. Section IV. Obligations of the County of the Agreement shall be amended to include the following:
Additionally, the County shall also conduct all potential arson and fire investigations for the District.

II. Section V. Obligations of the District of the Agreement shall be amended as follows:

The District agrees to pay to the County an initial amount of Two Hundred Thousand Dollars ($200,000.00) to include startup expense offset and first year expenses.

For ongoing services to the District excluding Excluded Areas: The District will pay 0.02 (2%) of the net property tax revenues received from Williamson County Tax Assessor Collectors office. The net property tax revenues are the net proceeds from the Districts approved tax rate (less any exemptions).

Payment date will be annually on February 15th. (if the date falls on a weekend or holiday, payment shall be provided on the next business day). From the date a payment becomes due, the District shall have thirty (30) days in which to pay same, subject to applicable law. (if the date falls on a weekend or holiday, payment shall be provided on the next business day). From the date a payment becomes due, the District shall have thirty (30) days in which to pay same, subject to applicable law.

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III. Additionally, the County shall retain all fees, fines, or other remuneration that results from the services provided under this Agreement. The District will establish and comply with operational policies and procedures for providing the Fire Marshal Services to the District that are acceptable to the County, including procedures regarding record keeping, reporting, and plan approvals.

IV. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment and to perform its obligations under the Agreement; and, furthermore, the Agreement and this Amendment are the valid, binding, and enforceable obligations of such party.

V. All other terms of the Agreement which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

WILLIAMSON COUNTY, TEXAS

By: _____

Date Signed: _____

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 9

By: Michael Garcia
Michael Garcia, President

04 / 22 / 2025

Date Signed: _____

ATTEST: RP Punukollu
RP Punukollu, Secretary

FOR ESD NO. 9, APPROVED AS TO FORM: Ken Campbell
Ken Campbell, Attorney

Title	First Amendment to ILA Fire Marshal Services (revised...
File name	First Amendment t..._af) (edited).pdf
Document ID	6dc29d09155ec6fc8aa6dc45edf3650ef581f52f
Audit trail date format	MM / DD / YYYY
Status	Signed

Document History

SENT	**04 / 22 / 2025** 16:22:07 UTC	Sent for signature to Michael Garcia (mgarcia@wilcoesd9.org), RP Punukollu (rpsatya@gmail.com) and Ken Campbell (kcampbell@bajb.com) from support@wilcoesd9.org IP: 47.221.141.208
VIEWED	**04 / 22 / 2025** 16:31:00 UTC	Viewed by RP Punukollu (rpsatya@gmail.com) IP: 104.54.210.163
VIEWED	**04 / 22 / 2025** 16:34:38 UTC	Viewed by Michael Garcia (mgarcia@wilcoesd9.org) IP: 172.56.92.196
SIGNED	**04 / 22 / 2025** 16:35:02 UTC	Signed by Michael Garcia (mgarcia@wilcoesd9.org) IP: 172.56.92.196
SIGNED	**04 / 22 / 2025** 22:35:50 UTC	Signed by RP Punukollu (rpsatya@gmail.com) IP: 104.54.210.163

Dropbox Sign

Audit trail

Title	First Amendment to ILA Fire Marshal Services (revised...
File name	First Amendment t..._af) (edited).pdf
Document ID	6dc29d09155ec6fc8aa6dc45edf3650ef581f52f
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History

VIEWED	**04 / 23 / 2025** 16:31:54 UTC	Viewed by Ken Campbell (kcampbell@bajb.com) IP: 152.39.143.173
SIGNED	**04 / 23 / 2025** 16:32:40 UTC	Signed by Ken Campbell (kcampbell@bajb.com) IP: 12.200.110.138
COMPLETED	**04 / 23 / 2025** 16:32:40 UTC	The document has been completed.

Commissioners Court - Regular Session **41.**

Meeting Date: 05/13/2025

Authorized Use Agreement for Photo Shoot at Southwest Williamson County Regional Park

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

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving an Authorized Use Agreement between Williamson County and The Lovely Works, LLC for a commercial photo shoot at Southwest Williamson County Regional Park.

Background

The Lovely Works, LLC, contracted by Dick's Sporting Goods, has requested to conduct a commercial photo shoot on May 16, 2025 at the Southwest Williamson County Regional Park pickleball courts. The 6 pickleball courts would be closed to the public between 10am-5pm for the photoshoot; a timeframe in which public use of the courts has historically been less used. The photoshoot is highlighting pickleball as an inclusive sport for all, featuring talent playing pickleball in a community park setting, emphasizing the message: "*All you need is a paddle, a ball, and a community park!*" The license fee for this agreement is $3,000. The agreement has been reviewed by Legal and the Public Information Office.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Authorized Use Agreement - The Lovely Works, LLC

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/07/2025 06:13 PM
Form Started By: Russell Fishbeck		Started On: 05/07/2025 01:15 PM
Final Approval Date: 05/07/2025		

AUTHORIZED USER AGREEMENT

This Authorized User Agreement (the "Agreement") is made between Williamson County, Texas, a political subdivision of the State of Texas ("County") and the party named as user on the execution page of this Agreement ("USER").

RECITALS

WHEREAS, COUNTY has the right to operate and use the area or real property described in Exhibit "A"; and

WHEREAS, USER desires to use the area or real property described in Exhibit "A".

AGREEMENT

NOW THEREFORE, and in consideration of the following promises, covenants, and conditions, the COUNTY and USER (the "Parties") agree as follows:

1. USE:

   In exchange for the fee described on Exhibit "A" hereto (the "License Fee"), the COUNTY does hereby grant, subject to the terms and provisions hereof, to USER permission to use the area specified in Exhibit "A" (the "Authorized Area"), for the use described in Exhibit "A" hereto, and no other purpose (the "Permitted Use").

2. CANCELLATION AND SECURITY DEPOSIT:

   (a) Cancellation. USER's cancellation or failure to occupy the Authorized Area, as set forth herein, will result in the forfeiting of the License Fee. Furthermore, in the event USER fails to utilize the Authorized Area reserved herein on the date and at the time specified and for the use specified, COUNTY shall have the right to elect, in its sole and absolute discretion, in addition to any other remedy available at law or in equity, to terminate this Agreement.

   (b) Security Deposit. Following USER's execution of this Agreement and prior to USER's use of the Authorized Area, USER shall deposit with COUNTY the security deposit amount set forth in Exhibit "A", as security for faithful performance of the terms of the Agreement. The deposit shall be held in a separate account for the benefit of USER, and it shall be returned to USER, without interest and less any lawful deductions of same, within ten (10) days of the expiration or termination of this Agreement.

   COUNTY may deduct all reasonable charges from the security deposit, which shall include but not be limited to charges for (a) unpaid amounts and fees owing by USER under this Agreement; (b) costs of cleaning and repairing the Authorized

Area and its contents for which USER is responsible; and/or (c) other items USER is responsible to pay under the terms of the Agreement.

In the event the deductions from the security deposit exceeds the amount of the security deposit, USER will pay COUNTY the excess amount within ten (10) days after COUNTY makes written demand on USER. The security deposit will be applied first to any non-rent items then to any unpaid amounts or fees under this Agreement.

3. SERVICES AND AMENITIES; ALTERATIONS:

(a) In the event that COUNTY provides, or causes to be provided, the following amenities and services (if such amenities and services are available at the Authorized Area), USER shall be obligated, within ten (10) days of USER's use of the Authorized Area, to pay the actual costs incurred by COUNTY for such amenities and services:

i. Heating, air conditioning, and ventilation as reasonably required for comfortable use and occupancy of the fully enclosed portion, if any, of the Authorized Area.

ii. Electric current adequate for the Permitted Use.

iii. Ordinary repair and maintenance of the interior and exterior of the Authorized Area made necessary by normal wear and tear.

USER hereby acknowledges that the above described amenities and services may not be available at or on the Authorized Area. USER is hereby given notice that it shall be USER's responsibility to inspect the Authorized Area prior to executing this Agreement in order to ensure that the Authorized Area and the Permitted Use is suitable for USER's intended use and purpose. Furthermore, no interruption or malfunction of any service shall constitute an eviction or disturbance of USER's use and possession of the Authorized Area or breach by COUNTY of any of its obligations hereunder or render COUNTY liable for damages or entitle USER to be relieved of any obligation hereunder. In the event of any such interruption, COUNTY shall use reasonable diligence to restore such service.

(b) Alterations. USER shall not make any permanent alterations, additions or improvements (painting, building walls or structures, constructing improvements that would damage the Authorized Area upon removal of such improvements, installation of landscaping, etc.) to the Authorized Area or maintain signs or banners without, in each case, obtaining the consent of COUNTY. If any alterations, additions, or improvements in or to the Authorized Area are made necessary by reason of the use of the Authorized Area by USER and, provided that COUNTY grants its prior permission to USER regarding such alterations, additions or improvements, USER agrees that it will make all such alterations, additions, and improvements in or to the Authorized Area at its own expense and in compliance

with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy. **In accordance with indemnification provision set out herein, USER agrees that it will hold COUNTY harmless against all expenses, liens, claims, and damages to either property or person that may or might arise because any repairs, alterations, additions, or improvements are made.**

USER agrees to restore, at USER's sole expense, the Authorized Area to its original condition upon the termination or expiration of this Agreement; provided, however, COUNTY may, in its sole discretion, choose to retain any alterations, additions, or improvements and not require USER to remove them.

4. CLEANING OF AUTHORIZED AREA:

USER shall provide any and all janitorial and cleaning services immediately after USER's use of the Authorized Area so that the Authorized Area is cleaned and restored to the condition in which the same was found before USER used such area.

5. PAYMENT REQUIREMENTS:

(a) All payments are to be made payable to Williamson County and shall be paid upon the USER's execution and delivery of this Agreement to the COUNTY .

(b) In the event of a cancellation, as set forth above, all License Fees and payments will not be refunded. All additional costs for labor and services supplied must be paid for by USER directly if a deposit has not been paid at the time of the cancellation.

(c) All deposits and payments will be credited against costs when invoiced. Incidental costs and balance of any fees that may be due, if any, are due upon receipt of invoice.

6. CERTIFICATE OF INSURANCE:

USER shall provide COUNTY with a certificate of insurance evidencing comprehensive liability and property damage insurance with coverage of at least one million dollars ($1,000,000) combined single limit. The coverage must be on a per occurrence basis and must be issued by a company licensed to provide such coverage in the State of Texas. The COUNTY shall be named as an additional insured.

All insurance provided by USER shall provide that the same is, in relation to any insurance maintained by COUNTY, primary and such other insurance maintained by COUNTY shall be excess or non-contributory.

7. PARKING; STORAGE:

All tents, vehicles, trailers and equipment parked or situated in, on or around the Authorized Area shall be parked in accordance with COUNTY's requirements, state law and/or local municipal ordinances. In advance of use of the Authorized Area, USER must

submit to COUNTY a plan that depicts the areas that USER would like to use for parking and storage. COUNTY shall, in its sole discretion, instruct USER as to the allowable areas for USER's parking and storage.

8. INTERRUPTION OR TERMINATION OF PERMITTED USE

COUNTY shall retain the rights to cause the interruption of any Permitted Use in the interest of public safety, and to likewise cause the termination of such Permitted Use when, in the sole judgment of COUNTY, such act is necessary in the interests of public safety.

9. MANAGEMENT AND SAFETY:

In permitting the occupancy of Authorized Area by USER, COUNTY retains and does not relinquish the right to issue and enforce such rules, regulations and directives as it may deem necessary for the safe, orderly and commercially sound operation of the Authorized Area. COUNTY employees and agents may enter and have access to the areas furnished hereunder at any time, and authorized personnel may enter at reasonable times necessary to the performance of their duties. COUNTY reserves the right to eject any objectionable person or persons from the Authorized Area, including and upon the exercise of this authority through COUNTY, its agents or officers, **the USER, on behalf of itself, its agents and employees, hereby waives any rights and all claims for damages against COUNTY arising from such occurrences.** The USER agrees that it will not allow any person at, in or about the Authorized Area who shall, upon reasonable nondiscriminatory grounds, be objected to by COUNTY. Such person's right to use the Authorized Area and the Authorized Area therein may be revoked by COUNTY. Unless otherwise specified in writing, COUNTY shall be entitled to schedule other events similar to the Permitted Uses both before and after the date of this Agreement without notice to USER.

USER shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the USER's use of the Authorized Area. USER shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to USER and/or its agents, contractors, employees, patrons, performers or guests, all other persons in, on or around the Authorized Area and all property in, on or around the Authorized Area, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.

USER shall erect and maintain, as required by existing conditions and the intended use of the Authorized Area, all reasonable safeguards including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. USER shall protect adjacent properties from any damage caused by acts of USER and shall pay for any repairs to same made necessary by any acts of USER.

10. COOPERATION WITH ALL OTHER USERS:

USER acknowledges that COUNTY will make available, for use by others, such portions, areas and facilities of the Authorized Area that are not subject to this Agreement. The USER agrees to cooperate in good faith with COUNTY and those persons using other portions and areas of the Authorized Area.

11. ALCOHOLIC BEVERAGES:

USER hereby acknowledges and agrees that **no** alcoholic beverages shall consumed or possessed by USER its agents, contractors, employees, patrons, performers or guests while in, on or about the Authorized Area.

12. **ASSUMPTION OF RISK:**

USER, in using the Authorized Area and other facilities of the Authorized Area and equipment therein, if any, whether such equipment is specifically described or not, does so at its own risk. COUNTY shall not be liable for any damages to property or damages arising from personal injuries sustained by USER or any of its agents, contractors, employees, patrons, performers or guests, in, on or about the Authorized Area, or of any other portion of the Authorized Area, including buildings, parking area walkways of the Authorized Area, unless such damage or injury is caused by the COUNTY's negligence or willful misconduct. USER assumes full responsibility for any property damage or injury which may occur to USER, its agents, contractors, employees, patrons, performers or guests in, on or about the Authorized Area or other portion of the Authorized Area, unless such damage or injury is caused by the COUNTY's negligence or willful misconduct.

13. **INDEMNIFICATION:**

USER shall conduct its activities upon the Authorized Area so as not to endanger any person thereon and USER agrees to indemnify, defend, and hold harmless COUNTY and its respective officials, officers, agents, employees and representatives (collectively, the "Indemnified Persons") from and against any and all liability, losses, claims, demands, fines, penalties, costs and expenses (including, without limitation, attorneys' fees and litigation expenses) to which any of the Indemnified Persons may become subject by reason of, or in any way related to, (i) the use of the Authorized Area by USER or its agents, contractors, employees, patrons, performers or guests or breaches of applicable codes, laws, rules and regulations by the USER or its agents, contractors, employees, patrons, performers or guests, (ii) any action, omission or negligence, whether in whole or in part, of the USER or its agents, contractors, employees, patrons, performers or guests.

The Indemnified Persons shall not be liable or responsible for, and the USER hereby releases and forever discharges the Indemnified Persons from, any loss,

damage or injury to any person or property of USER or its agents, contractors, employees, patrons, performers or guests in, on or around the Authorized Area or other portion of the Authorized Area resulting from any cause whatsoever, including but not limited to theft and vandalism. In no event shall any Indemnified Persons be liable to USER or its agents, contractors, employees, patrons, performers or guests for any consequential, special, exemplary or punitive damages suffered or incurred by USER or its agents, contractors, employees, patrons, performers or guests as a result of the actions or omissions of any Indemnified Person.

14. CAPACITY:

USER shall not permit, nor admit a larger number of persons than can safely or freely move about the Authorized Area.

15. STATUTES/PERMITS:

USER hereby acknowledges that COUNTY requires the full compliance of all Federal, State and local statutes and regulations as they may pertain to any and all activities conducted in, on or around the Authorized Area. This compliance includes sales activities and the mandated collection and remittance of all appropriate State and local sales taxes and purchase of business, parade or other types of permits.

16. NON-DISCRIMINATION:

The USER shall not discriminate against any person or persons in connection with admission, services, or privileges offered to or enjoyed by the general public because of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion or national origin.

17. INFLAMMABLE MATERIALS:

USER shall not, without the prior written permission of COUNTY, use open flames, or use or store oils, burning fluids, camphene, kerosene, naphtha or gasoline or other gases for either mechanical or other purposes. USER shall file with COUNTY a written application for such use prior to USER obtaining COUNTY'S written permission therefor.

18. USE OF VEHICLES:

Except during specified move-in and move-out periods, the USER shall not drive or cause to be driven any vehicle on the Authorized Area without the written consent of the COUNTY.

19. LEGAL RECOURSE:

In the event the USER violates any of the terms or conditions of this Agreement, COUNTY shall have, in addition to any other legal recourse, the right to terminate this Agreement and obtain possession of the entire Authorized Area, and to remove and exclude the USER there from, all without service of notice or resort and without any legal liability on its part.

20. COMPLIANCE WITH LAW:

USER, at its sole cost and expense, shall comply and secure compliance with requirements, including, but not limited to, wage and hour guidelines, and shall faithfully observe and secure observance in the use of the Authorized Area of all municipal ordinances and State and Federal Statutes now in force or which may hereafter be in force.

21. NO SUBLETTING AND ASSIGNMENT:

USER shall not sublet, nor assign, pledge, hypothecate or mortgage this Agreement or any of its rights hereunder, without the prior written consent of the COUNTY.

22. LIENS:

USER agrees to pay promptly the costs, expenses and other charges incidental to the use and occupation of the Authorized Area authorized herein **and to hold the Indemnified Persons harmless from, and to indemnify and defend them against, any such expenses and charges and from all claims, demands and liens of whatever character arising by reason of contract, express or implied, or any part of any other act of omission on the part of any person other than the Indemnified Persons.** Such costs shall include all expenses and attorneys' fees incurred by the Indemnified Persons in connection with any asserted claim, demand or lien.

23. FORCE MAJEURE:

In the event COUNTY's obligations to the USER under this Agreement should be delayed, prevented or rendered impractical by any of the following events: fire, flood, riot, earthquake, civil commotion, strike, lockout, labor disturbances, explosions, sabotage, accident, war, other casualty, act of God, or any law ordinance, rule of regulation which becomes effective after the date of this Agreement or any other cause beyond COUNTY's reasonable control, COUNTY shall not be liable to perform. The USER hereby waives any claim for damages or compensation for such delay or failure to perform, other than a return to it of any monies paid directly to COUNTY, but no other.

24. CANCELLATION BY COUNTY:

This Agreement may be canceled without liability to COUNTY, under any of the following conditions: (a) if the USER is found to have provided false or misleading information to COUNTY, (b) if COUNTY finds that the use or proposed use will be detrimental to the health, safety or morals of COUNTY or to the efficient operation of the Authorized Area for the public welfare, (c) should any individual or group (members or guests) willfully or negligently mistreat or damage the equipment or Authorized Area or violate any of the policies, rules, regulations, terms and conditions established for use of the Authorized Area, (d) for failure to notify COUNTY of cancellation of any date or dates covered by the Agreement, (e) if USER defaults on any or has not completed all conditions and requirements for use of Authorized Area within the time required prior to USER's use of the Authorized Area, (f) in case the Authorized Area or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, including strikes, labor disputes, wars or acts of military authorities, shall render the fulfillment of the contract difficult or impossible to perform, (g) if the Authorized Area is needed for public necessity or emergency use as determined by COUNTY or (h) upon thirty (30) days' written notice to USER.

25. GOVERNING LAW, VENUE:

Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

26. BINDING EFFECT, ASSIGNABILITY:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns subject, in the case of USER, to the provisions of Section 21 above.

27. SEVERABILITY:

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

28. INDEMNIFICATION BY COUNTY:

USER acknowledges and agrees that under the Constitution and the laws of the State of Texas, COUNTY cannot enter into an agreement whereby COUNTY agrees to indemnify or hold harmless any other party, including but not limited to USER.

29. NOTICE:

Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

USER: As set forth on below USER's execution herein below

COUNTY: Williamson County Judge
Steven Snell
710 S. Main Street, Ste. 101
Georgetown, Texas 78626

with copy to: Williamson County Attorney

General Counsel's Office
Williamson County Commissioners Court
710 S. Main Street, Ste. 201
Georgetown, Texas 78626

30. THIRD PARTY BENEFICIARIES:

This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

31. REPORTS OF ACCIDENTS:

Within 24 hours after USER 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 USER), whether or not it results from or involves any action or failure to act by the USER or any employee or agent of the USER and which arises in any manner relating to the USER's use of the Authorized Area, the USER 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 USER shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the USER, 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 USER's use of the Authorized Area under this Agreement.

32. CONSTRUCTION:

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

33. 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.

34. NO WAIVER:

No action or inaction taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and such action or inaction will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature.

35. OWNERSHIP OF PRODUCTION; PHOTOGRAPHY

If USER's use of the Authorized Area is for the production of photography (including without limitation by means of motion picture, still or videotape photography), all rights of every nature whatsoever in and to all still pictures, motion pictures, videotapes, photographs and sound recordings made hereunder, shall be owned by USER and its successors, assigns and licensees. In connection with USER's user of the Authorized Area and the production of photography, USER may refer to the Authorized Area or any part thereof by any fictitious name and may attribute any fictitious events as occurring on the Authorized Area. COUNTY irrevocably grants to USER and USER's successors and assigns the right, in perpetuity, throughout the universe, to duplicate and recreate all or a portion of the Authorized Area and to use such duplicates and recreations in any media and/or manner now known or hereafter devised in connection with the film, including without limitation sequels and remakes, merchandising, theme parks and studio tours, and in connection with publicity, promotion and/or advertising for any or all of the foregoing; provided, however, the Authorized Area shall not be used for the production of any movie or scene that would be considered to be obscene pursuant to state and federal laws or as otherwise prohibited by this Agreement.

36. USES PROHIBITED

The Authorized Area shall not be used for the production of any still pictures, motion pictures, videotapes, photographs and sound recordings that would be considered to be obscene pursuant to state and/or federal laws or any use of the Authorized Area that would be defamatory to COUNTY. In the event USER should use the Authorized

Area for such purposes, such use shall be deemed a material breach of this Agreement and COUNTY may avail itself of any remedies allowed at law or in equity.

37. ENTIRETY OF 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 COUNTY 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.

38. RETURN OF AGREEMENT

USER's Executed Agreement must be returned to the office of the Williamson County Judge at least twenty (20) days prior to the date that USER's intends to use of the Authorized Area, accompanied by payment of all fees and other conditions then due or this Agreement will be deemed null and void.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

AS ACCEPTED AND EXECUTED:

COUNTY:

_____

Steven Snell, Williamson County Judge DATED

_____, 20___

USER:

The Lovely Works, LLC

Company / Organization

Authorized Signer: *Andrea Hetherington*

Printed Name: The Lovely Works, LLC

Representative Capacity: Producer

DATED 5.7, 20 25

Contact Person: Andrea Hetherington

Address: 8 Vanderbilt Avenue, 12F
Brooklyn, NY 11205
_____, _____78_____

Phone No.: (646) 339.4969

EXHIBIT "A"

DESCRIPTION AND GENERAL TERMS OF AUTHORIZED AREA

The COUNTY does hereby grant, subject to the terms and provisions hereof, to USER, permission to use the following specified area(s), ingress and egress thereto via corridors and public areas devoted to ingress and egress, (the "Authorized Area"), for the following use and no other purpose (the "Permitted Use"):

Date(s): **From - May 16, 2025**

To – May 16, 2025

Hours: **10:00 a.m. to 5:00 p.m.***

***In the event USER uses the Authorized Area outside of COUNTY's normal business hours of 8:00 AM to 5:00 PM, Monday through Friday, or uses an unoccupied facility, USER must pay an additional $ N / A per hour in order to reimburse COUNTY for personnel costs associated with after-hours work. Portions of an hour will be rounded up to a full hour. The total sum of this amount must be paid within ten (10) days of the expiration or termination of this Agreement. If USER fails to pay any such amounts when due, COUNTY will deduct all owing amounts from USER's security deposit in accordance with Section 2.(b) of the Agreement.**

Permitted Use (Description of Use):

A commercial photo shoot for Dick's Sporting Goods will take place, highlighting pickleball as an inclusive sport for all. The shoot will feature talent playing pickleball in a community park setting, emphasizing the message: *"All you need is a paddle, a ball, and a community park!"*

To minimize disruption to the community, the shoot is scheduled during off-peak hours for court use. There will be no amplified sound, no heavy equipment, and no carts brought onto the courts. All production vehicles will park in the nearby lot. Small support pop-up tents will be set up either on grass areas or in the designated parking area.

The production team appreciates the community's support and understanding as they work to celebrate the spirit of community sports.

The following production vehicles to park in a nearby parking lot to the courts:

- **Sprinters x 3**
- **SUVs x 4**
- **Production Motorhome (32 feet) for hair and makeup and wardrobe**
- **Approximately 17 crew vehicles (these can park further away if needed)**

Authorized Area (Location):

Southwest Williamson County Regional Park

Pickleball courts #1-6 only.

Security Deposit: **$ N/A**

License Fee: **$ 3,000.00**

***Total License Fee shall be due and paid upon delivery of User's executed copy of this Agreement and prior to the date of use. Personnel and any other costs must be paid pursuant to the terms of this Agreement.**

Commissioners Court - Regular Session **42.**

Meeting Date: 05/13/2025

Approval of Services and Goods Contract for ESOC Audio-Visual Upgrades with Data Projections, Inc. for Williamson County Information Services

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 the approval of a Services and Goods Contract #2025216, between Williamson County and Data Projections, Inc. for ESOC Audio-Visual Upgrade Phase II in the amount of $260,712.86 pursuant to Cooperative TIPS Contract #230105 and authorize execution of the agreement, funding source is P603.

Background

The Services and Goods Contract between Williamson County and Data Projections, Inc., will provide ESOC Audio-Visual Upgrade for Phase II. The attached proposal contains detailed information regarding the work to be done. Funding Source is P603; 2022CIP; Task 4.1. Origination #2538. Point of contact is Holly Shell.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/07/2025 03:54 PM
County Judge Exec Asst.	Andrea Schiele	05/07/2025 05:54 PM
Form Started By: Barbi Hageman		Started On: 04/28/2025 08:45 AM
Final Approval Date: 05/07/2025		

Agreement for Services and Goods

(TIPS Contract No.: 230105)

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

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor for the services and goods relating to AV Systems Upgrades – ESOC Phase II at the Emergency Services Operation Center (ESOC) located at 911 Tracy Chambers Ln., Georgetown, TX 78626, (hereinafter called the "Project"). The Contractor shall have the overall responsibility for and shall provide complete services and furnish all goods, 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 not-to-exceed amount of Two Hundred Sixty Thousand, Seven Hundred Twelve Dollars and Eighty-Six Cents ($260,712.86) 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, requirements 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 Final Completion on or before April 30, 2026. Owner shall determine when the Project has been fully and finally completed to its satisfaction. The time set forth for Final Completion of the work is an essential element of the Agreement.

ARTICLE 5 PAYMENT:

5.1 Itemized Costs and Values

Contractor shall submit to the Owner, before the first Application for Payment, an itemized list of each activity and good required to complete the Work, which shall include corresponding costs and

values for such Work. This itemized list of costs and values, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.2 Applications For Payment

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

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

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

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

a. With each Application for Payment: a current Sworn Statement from the Contractor setting forth all subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment; and
b. Such other information, documentation, and materials as the Owner may require in order to ensure that Owner's property is free of claims.

5.2.2 The Contractor warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of claims, security interests or encumbrances in favor of the Contractor, subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. The Contractor expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of claims for payment filed against the Owner in relation to the Work, or any portion of the property of any of Owner, provided the Owner has paid Contractor pursuant to the requirements of the Agreement. The Contractor hereby agrees to indemnify and hold Owner harmless against any such claims for payment and agrees to pay any judgment resulting from any such actions, lawsuits, or proceedings.

5.3 Certificates For Payment

5.3.1 The Owner will, within seven (7) business days after receipt of the Contractor's Application for Payment, issue a Certificate for Payment, with a copy to the Contractor,

for such amount as the Owner determines is properly due, or notify the Contractor in writing of the Owner 's reasons for withholding certification in whole or in part as provided.

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

5.4 Decisions To Withhold Certification

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

5.4.1.1 defective Work not remedied;
5.4.1.2 third party claims filed or reasonable evidence indicating probable filing of such claims;
5.4.1.3 failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment;
5.4.1.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
5.4.1.5 damage to the Owner or a separate contractor;
5.4.1.6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;
5.4.1.7 failure to include sufficient documentation to support the amount of payment

requested for the Project;

5.4.1.8 failure to obtain, maintain, or renew insurance coverage required by the Agreement; or

5.4.1.9 repeated failure to carry out the Work in accordance with the Agreement.

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

5.5 Progress Payments

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

5.5.2 The Contractor shall pay each subcontractor and material, goods and equipment suppliers no later than ten (10) calendar days after receipt of payment from the Owner the amount to which the subcontractor or material and equipment suppliers is entitled. The Contractor shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to sub-subcontractors in a similar manner.

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

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

5.6 Failure Of Payment

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

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

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

5.7 Final Completion and Final Payment

5.7.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will make such inspection and, when the Owner finds the Work acceptable under the Agreement and the Agreement fully performed, the Owner will issue a final Certificate for Payment for the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. All warranties and guarantees required under or pursuant to the Agreement shall be assembled and delivered by the Contractor to the Owner as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Owner until all warranties and guarantees have been received and accepted by the Owner.

5.7.2 Final payment shall not become due until the Contractor submits to the Owner (1) an affidavit that payrolls, bills for materials, goods, and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required by Texas Government Code, Chapter 2251, and (2) any other data establishing payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers claims, security interests or encumbrances arising out of the Agreement, to the extent and in such form as may be designated by the Owner.

5.7.3 Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall render, diligently and competently in accordance with the highest standards used in the profession or industry, 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 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 performance under this Agreement. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner. All policies of insurance provided by the Contractor must comply with the requirements set forth herein, the Agreement and the laws of the State of Texas.

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

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

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

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

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

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

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

6.5.2 Workers' Compensation Insurance Coverage:

1. Definitions:

(a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.
(b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.
(c) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
(d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.

3. The Contractor must provide a certificate of coverage prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

   (a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
   (b.) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

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

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

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

i. a certificate of coverage, prior to the other person beginning work on the Project; and

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

(e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;

(f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

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

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

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

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

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

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

6.5.6 The furnishing of the above listed insurance coverage, as may be modified by the Agreement, must be tendered prior to execution of the Agreement/Contract, and in no event

later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

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

6.5.8 Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

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

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

ARTICLE 7 INDEMNITY:

7.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, Contractor SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF CONTRACTOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE

OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OR THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

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

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

ARTICLE 8 WARRANTY:

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

8.2 In addition to any other warranties provided under this Agreement, Contractor shall provide warranty services for the Work for a 90 days following Final Completion and final payment.

ARTICLE 9 TERMINATION OR SUSPENSION OF THE AGREEMENT

9.1 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:

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

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

9.1.3 Because the Owner has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in the Agreement, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Agreement; or

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

9.2 Termination by the Owner for Cause. The Owner may terminate the Agreement if the Contractor:

9.2.1 Fails to commence the Work in accordance with the provisions of the Agreement;

9.2.2 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;

9.2.3 Fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay;

9.2.4 Fails to perform any of its obligations under the Agreement;

9.2.5 Fails to make prompt payments when due to its subcontractors and suppliers, or as required by **Texas Government Code, Chapter 2251**;

9.2.6 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;

9.2.7 Creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor; or

9.2.8 Has not met or in Owner's opinion will not meet the date of Final Completion set forth in the Agreement.

9.3 When the Owner terminates the Agreement for one of the reasons stated in **Section 9.2**, the Contractor shall not be entitled to receive further payment until the Work is finished. In the event that it is determined that sufficient cause did not exist for termination under **Section 9.2**, then the termination shall be considered a termination for convenience, as provided below. If the unpaid balance of the Contract Price exceeds costs of finishing the Work at the time of a termination for one of the reasons stated in **Section 9.2**, 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.

9.4 Suspension by the Owner for Convenience. 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.

9.5 Termination by the Owner for Convenience

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

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

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

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

9.5.2.3 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.

9.5.3 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 10 MISCELLANEOUS PROVISIONS:

10.1 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.

10.2 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 workspace in order to conduct audits in compliance with the provisions of this section. Owner shall give Contractor reasonable advance notice of intended audits.

10.3 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.

10.4 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.

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

10.6 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.

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

10.8 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.

10.9 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.

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

10.11 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.

10.12 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.

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

The following documents shall comprise the Contract Documents:

1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. TIPS Contract No.: 230105; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

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

1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. TIPS Contract No.: 230105; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

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

OWNER:	**CONTRACTOR:**
WILLIAMSON COUNTY, TEXAS, a political subdivision of the state of Texas	DATA PROJECTIONS, INC.
By: _____	By: Megan Stasio
Printed Name: _____	Printed Name: Megan Stasio
Title: _____	Title: VP Operations
Date: _____	Date: April 30, 2025

Approved as to Legal Form
HAL HAWES
General Counsel, Commissioners Court
Date: May 05 2025 Time: 8:51 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: May 01 2025 Time: 8:42 am

Exhibit “A”

Plans, Requirements and Specifications

DATA PROJECTIONS

WILCO - AV Systems Upgrades - ESOC Phase II

Quote Number: [redacted]

Contract Number: TIPS 230105

Date: 02/26/2025

Expiry Date: 05/30/2025

Prepared for:

Williamson County

Don Heflin

Don.Heflin@Wilco.Org

Data Projections, Inc
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Ste 525
Houston, TX 77042
Tel: 866.CALL.DPI (225.5374)
www.dataprojections.com

Scope Introduction

Data Projections is providing this proposal at the request of Williamson County for Audio Visual System Upgrades at the ESOC Facility for Meeting Rooms, IDF and Mission Critical Infrastructure equipment.

-Project Location:

Williamson County - ESOC
911 Tracy Chambers Lane
Georgetown, TX 78626

-Onsite Point of Contact:

Don Heflin
Williamson County – IT/AV Systems
Phone: 512-409-6222
Don.Heflin@wilco.org

Candi Semple
Williamson County - ESOC
Phone: 512-864-8200
Candi.Semple@wilco.org

SCOPE OF WORK - WILCO ESOC Phase II - AV Systems Upgrades

Data Projections will provide AV Equipment, Services, and Misc. Materials at ESOC to augment and upgrade the AV Systems that were previously installed several years ago by another vendor. Current AV System at ESOC is mostly functional, but has outdated RF/CATV System, Amplifiers, DSPs, and is prone to hardware issues/failures so IDF hardware needs updating. DPI and Williamson County deployed Phase I of ESOC last year in preparation of quoting Phase II that will entail replacement of some distributed CATV Systems in Mission Critical Areas of ESOC with AV over IP solution and new Control Systems.

DPI will provide updated signal flow drawings for the RF distribution system and perform a health check of this portion of the system. If portions of this system need to be repaired/replaced due to faulty components, DPI will inform Williamson County of the suggested repairs and any associated cost. These suggested repairs would be considered a change order to this scope.

Room Upgrades:

DPI will provide and install new equipment and integrate with some OFE in rooms as noted below.

Conference Room 29 (Fishbowl):

- Decom Displays and associated hardware/cables. Decom existing Logitech system.

Add:
- (QTY 2) Wall mounted 65" displays on service mounts (One on each end of the room).
- (2) OFE ATSC Mini Tuners (One for each display, and pulled from Training Room Tuner Stock).

Conference Rooms 34

- Decom the existing Logitech system, Ceiling Speakers, and unused associated hardware and cabling. Do not remove rack equipment or PCs.
- Reuse Existing OFE Displays

Add:
- (QTY 4) Biamp Desono Ceiling Speakers for each room.
- (QTY 2) Biamp Parle Ceiling Mics for each room (Install mics away from HVAC units).

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- (QTY 1) OFE Biamp X400 (From existing AV Rack).
- Wall mounted Aver PTZ Camera (Confirm mounting below or above display with Wilco).
- Crestron TX/RX Set (For HDMI and USB extension)
- Dante connection from X400 to Training Room IDF for Paging Connection
- (QTY 1) Crestron Airmedia for Wireless Content Sharing (Wilco will need to provide network connection for Airmedia and IP info).

The conference room will be set up for BYOD. The user will connect to the room peripherals using the Crestron USB/HDMI extension set.

AV Training Room IDF:
- Decommission existing Crestron DM 32x32 switchers (QTY 2) and remove them from Training Room IDF racks along with unused corresponding cables etc. (DM Hardware in rooms will be converted to NVX/AV over IP)
- Decommission existing Biamp Audia Flex DSPs (QTY 2) and corresponding equipment/cables etc.
- Decommission existing Sennheiser wireless mic receivers (QTY 8) and in antennas.
- Decommission existing QSC Amps (QTY 3) and corresponding equipment/cables etc. (Will re-use existing cables).
- Add (3) Crestron Fully Loaded Chassis (24 cards total) in Rack.
- Add (QTY 1)1 Biamp SERVER IO (2 VOIP Cards, Connecting to Biscuit on top of Rack). Wilco will ensure network connections at biscuit are active for VOIP.
- Add (2) Crestron Amps. (Transfer existing homeruns from QSC Amps to Crestron Amps) Note - Amplifiers going from quantity 3 to 2, Wilco will have one open output on amp 2 if another speaker zone is needed.
- Add new M4350 Netgear Switch and connect via CAT7 jumper to SFP module to existing Netgear M4250 switch.
- Add (QTY 1) NVX Director to be installed in Rack (Will control the routing of the NVX Encoders and Decoders)

Security IDF:
- Add a Crestron NVX Chassis (QTY 8 Encoders)
- Add (QTY 2) NVX encoders (To cover remaining signals (QTY 10 total) from Security PC's
- Existing RF Combiner to be Reused as well as QMOD's installed in Phase 1.
- Decom OFE Contemporary Research Tuners

EOC Training:
- Add (9) NVX decoders - 1 behind each of the 6 displays and 1 for each of the 3 projectors. (Projector security boxes key located in Training Room IDF drawer).
- Remove (6) ASTC Mini Tuners (2 will be reused for Fishbowl Conf Room 29).
- Remove (1) Biamp X400 (Located in AV rack, and will be reused in Fishbowl Conf Room 29)
- Remove (3) DM Receivers from Projectors.

EOC:
- Add (9) NVX D30 decoders (one for each of the 8 displays and one for the projector).
- Remove (QTY 4) DM Transmitters (3 PC's and 1 Laptop Connection). Note – (1) One laptop connection and (1) PC connection will remain in EOC space.
- Remove (QTY 8) Contemporary Research ICC1 Tuners and RF Jumpers (one behind each of the 8 displays).
- Remove (QTY 1) DM Receiver from projector (will need key for security box).

Paging System:
DPI will configure the DSP to allow paging from existing Cisco Phones. 3 zones will be created according to ESOC requirements. ESOC will provide (3) VOIP lines and will be responsible for setting up paging codes on Cisco Phones. (Refer to floorplan markups for zone locations).
- Zone 1- All zones
- Zone 2 – South zones
- Zone 3- North zones

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Programming Notes:

• Training: Program input/channel selection for each display and projector. Displays/Projectors on/off, Volume levels, Mic levels, Camera selection and PTZ control, NVX Routing.
• EOC: Program input/channel selection for each display and projector. Displays/Projector on/off, Volume levels, NVX Routing.
• Comms Floor: Program Volume level, NVX routing.
• AV IDF: Program master Touch panel to reflect NVX routing. Program Dante routes for Training Room, EOC, Comms Floor, and Paging Audio throughout the building. Program VOIP cards for paging. Program NVX Director to control NVX system.
• Conference Rooms 34: Route Dante audio to the conference rooms DSP for paging audio. Create a paging node for the conference room DSP (X400).

Line Drawings:

DPI will provide AS-BUILTS that will combine Phase 1 and Phase 2 AV installation Line Diagrams as well as mapping out the existing OFE RF Infrastructure as described in the opening SOW.

Special Notes:

-Williamson County will provide power for all AV equipment and will ensure DPI technicians have ample time and full access to the space for diagnostics and testing during normal business hours.
-Williamson County will ensure that any OFE being utilized is in good working condition prior to being integrated into Phase II AV Systems Upgrades.
-Williamson County Facilities will perform any necessary millwork or modifications to furniture for cables to/through the tables.
-Williamson County will ensure adequate cable paths are available to all AV equipment locations. If conduit is not available or adequate from Table to AV Systems, Safecord or Panduit may be installed to conceal any AV cabling.
-Williamson County will provide IT and Facilities Support for Network, Electrical, HVAC, and/or physical limitations that may be incurred and/or for provisioning of equipment connecting to the Wilco Network.
-Williamson County will provide Source code from original vendor's installation for DPI to modify. If source code is not available, programming time and fees will need to be modified by DPI to allow for new code development.
-Williamson County will be responsible for storing or safe disposal of any equipment de-installed during Phase II Upgrades.

Change Orders:

As noted elsewhere in this document, no product changes/substitutions nor changes or modifications in equipment location will be made without the express written consent of Williamson County & Data Projections. Any requests for deviation to this contract or incomplete client requirements may result in additional fees. * Note that a "Budgetary Contingency" Line item is included in the quote so that funds may be encumbered for any unforeseen changes during the project deployment and will only be used/invoiced with pre-approval from Wilco POCs.

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PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
		CONF ROOM 29 (FISHBOWL)	0.00	$0.00	$0.00
QE65T	SAMSUNG	65"QET STANDALONE DISPLAU CRYSTAL UHD 3840X2160,300 NIT, 16/7	2.00	$934.57	$1,869.14
LTM1U	CHIEF	MICRO-ADJUST TILT WALL MOUNT LARGE	2.00	$277.06	$554.12
FCAV1U	CHIEF	FUSION PULLOUT	2.00	$325.41	$650.82
			0.00	$0.00	$0.00
		CONF ROOM 34 (EXECUTIVE CONFERENCE ROOM)	0.00	$0.00	$0.00
HD-RXU-4KZ-202	CRESTRON	DM® ESSENTIALS 4K60 4:4:4 RECEIVER AND 2X2 AUTO-SWITCHER FOR HDMI® AND USB 2.0 SIGNAL EXTENSION OVER	1.00	$864.20	$864.20
HD-TXU-4KZ-211	CRESTRON	DM® ESSENTIALS 4K60 4:4:4 TRANSMITTER AND 2X1 AUTO-SWITCHER FOR HDMI®, USB-C® DISPLAYPORT?, AND USB	1.00	$802.47	$802.47
AM-3000-WF	CRESTRON	AIRMEDIA RECEIVER 3000 WITH WIFI NETWORK CONNECTIVITY[AVAILABLE MARCH 31ST, 2023]	1.00	$679.01	$679.01
911.0091.900	OFE	OFE TESIRA X 400	1.00	$0.00	$0.00
911.0499.900	BIAMP SYSTEMS	AVB BEAMTRACKING CEILING MICROPHONE WITH POE+ AMPLIFIER, WHITE SURFACE MOUNT	1.00	$1,834.57	$1,834.57
911.0500.900	BIAMP SYSTEMS	EXPANSION AVB BEAMTRACKING CEILING MICROPHONE, WHITE SURFACE MOUNT	1.00	$951.85	$951.85
911.0925.900	BIAMP SYSTEMS	IN-CEILING, INDOOR 6.5" COAXIAL LOUDSPEAKER, WHITE (PRICED INDIVIDUALLY, BUT SOLD IN PAIRS)	4.00	$160.49	$641.96
COMCAM550	AVER	CAM550 4K DUAL LENS PTZ CONFERENCING CAMERA	1.00	$1,665.56	$1,665.56
PDX-615C	MIDDLE ATLANTIC	NEXSYS? 6 OUTLET, 15 AMP COMPACT POWER WITH MULTI-STAGE SURGE PROTECTION	1.00	$227.85	$227.85
26-663-03	EXTRON	4K PREMIUM HIGH SPEED HDMI ULTRA-FLEXIBLE CABLE - 3' (90 CM)	3.00	$37.04	$111.12
26-663-06	EXTRON	4K PREMIUM HIGH SPEED HDMI ULTRA-FLEXIBLE CABLE - 6' (1.8 M)	2.00	$53.09	$106.18
28832	C2G	6FT USB MALE C TO C MALE 3.2 GEN 1 3A	1.00	$14.32	$14.32
			0.00	$0.00	$0.00
			0.00	$0.00	$0.00
		ROOM 76 (SECURITY IDF)	0.00	$0.00	$0.00
DMF-CI-8	CRESTRON	DIGITALMEDIA CARD CHASSIS FOR DM-NVX-C AND DMCF, 8 SLOTS	1.00	$1,358.02	$1,358.02
DM-NVX-360C	CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV ENCODER/DECODER CARD	8.00	$1,222.22	$9,777.76
DM-NVX-360	CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV ENCODER/DECODER	2.00	$1,406.17	$2,812.34
26-663-06	EXTRON	4K PREMIUM HIGH SPEED HDMI ULTRA-FLEXIBLE CABLE - 6' (1.8 M)	10.00	$53.09	$530.90
			0.00	$0.00	$0.00
		ROOM 58 TRAINING ROOM IDF	0.00	$0.00	$0.00
DM-NVX-DIR-80	CRESTRON	DM NVX DIRECTOR VIRTUAL SWITCHING APPLIANCE, 80 ENDPOINTS	1.00	$3,904.94	$3,904.94
DMF-CI-8	CRESTRON	DIGITALMEDIA CARD CHASSIS FOR DM-NVX-C AND DMCF, 8 SLOTS	3.00	$1,358.02	$4,074.06
DM-NVX-D30C	CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV DECODER CARD	3.00	$882.72	$2,648.16
DM-NVX-360C	CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV ENCODER/DECODER CARD	15.00	$1,222.22	$18,333.30
DM-NVX-E760C	CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV ENCODER CARD WITH DM INPUT	6.00	$1,290.12	$7,740.72
AMP-8150	CRESTRON	8-CHANNEL POWER AMPLIFIER, 150WITH CH., 4/8 OHM OR 70V, NORTH AMERICA AND JAPAN, 100-120V	2.00	$2,580.25	$5,160.50

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www.dataprojections.com

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
TESIRA SERVER-IO	BIAMP SYSTEMS	CONFIGURABLE I/O DSP WITH UP TO 48 CHANNELS OF I/O, 1 DSP-2 CARD (2 ADDITIONAL DSP-2 CARDS CAN BE AD	1.00	$5,025.93	$5,025.93
901.0406.900	BIAMP SYSTEMS		1.00	$1,120.99	$1,120.99
901.0304.900	BIAMP SYSTEMS	TESIRA 4 CHANNEL MIC/LINE INPUT CARD WITH ACOUSTIC ECHO CANCELLATION PER CHANNEL	2.00	$558.02	$1,116.04
901.0303.900	BIAMP SYSTEMS	TESIRA 4 CHANNEL MIC/LINE OUTPUT CARD	6.00	$245.68	$1,474.08
901.0305.900	BIAMP SYSTEMS	TESIRA 2 LINE VOIP TELEPHONE INTERFACE CARD	2.00	$482.72	$965.44
M4350-44M4X4V	NETGEAR	44X2.5G, 4X10G/MULTI-GIG POE++ (194W BASE, UP TO 3,314W) AND 4XSFP28 25G (MSM4352) MANAGED SWITCH	1.00	$5,977.50	$5,977.50
AXM765-20000S	NETGEAR	NETGEAR 10GBASE-T SFP+ TRANSCEIVER	2.00	$377.79	$755.58
26-663-06	EXTRON	4K PREMIUM HIGH SPEED HDMI ULTRA-FLEXIBLE CABLE - 6' (1.8 M)	12.00	$53.09	$637.08
EB1	MIDDLE ATLANTIC	1SP FLANGED ECONO BLANK	8.00	$10.43	$83.44
EB4	MIDDLE ATLANTIC	4SP FLANGED ECONO BLANK	9.00	$20.23	$182.07
			0.00	$0.00	$0.00
		ROOM 38 (EOC TRAINING)	0.00	$0.00	$0.00
DM-NVX-D30	CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV DECODER	9.00	$882.72	$7,944.48
			0.00	$0.00	$0.00
		ROOM 39 (EOC)	0.00	$0.00	$0.00
DM-NVX-D30	CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV DECODER	9.00	$882.72	$7,944.48
			0.00	$0.00	$0.00
			0.00	$0.00	$0.00
TARIFF CONTINGENCY		CONTINGENCY ALLOWANCE FOR POTENTIAL TARIFF-RELATED COST INCREASES. TO BE USED ONLY IF INCURRED.	1.00	$26,841.49	$26,841.49
BUDGET		CONTINGENCY BUDGET - USED/INVOICED ONLY AS NEEDED AND WITH PRIOR APPROVAL OF WILCO	1.00	$25,000.00	$25,000.00
MISCELLANEOUS MATERIALS		MISCELLANEOUS MATERIALS	1.00	$5,962.25	$5,962.25
				SUBTOTAL:	$158,344.72

PROFESSIONAL INSTALLATION SERVICES

Installation Services Details	TOTAL PRICE
PROJECT MANAGEMENT	$12,000.00
DESIGN/ENGINEERING	$12,100.00
INSTALLATION LABOR	$33,900.00
PROGRAMMING LABOR	$14,000.00
COMMISSIONING LABOR	$18,000.00
INSTALLATION SERVICES SUBTOTAL:	$90,000.00

SERVICE & MAINTENANCE AGREEMENT

Service Agreement Details	TOTAL PRICE
SILVER MAINTENANCE AGREEMENT 1 YR	$7,394.27
90-DAY WORKMANSHIP WARRANTY	$0.00
SERVICE AGREEMENT SUBTOTAL:	$7,394.27

Data Projections, Inc
3700 W. Sam Houston Pkwy S.
Ste 525
Houston, TX 77042
Tel: 866.CALL.DPI (225.5374)
www.dataprojections.com

WILCO - AV Systems Upgrades - ESOC Phase II

Prepared by:

Data Projections, Inc.
11110 Metric Blvd Ste D1
Austin, TX 78758-4018
Mark Mazac
(512) 970 5519
mmazac@dataprojections.com

Job Location:

WILCO - ESOC
911 Tracy Chambers Lane
Georgetown, TX 78626
Don Heflin

Don.Heflin@Wilco.Org

Quote Information:

Quote Number: 25637 *Version.1*
Contract No: TIPS 230105
Date: 02/26/2025
Expiry Date: 05/30/2025
P.O. No:

Quote Summary

DESCRIPTION	AMOUNT
EQUIPMENT & MATERIALS	$158,344.72
PROFESSIONAL INSTALLATION SERVICES	$90,000.00
SERVICE & MAINTENANCE AGREEMENT	$7,394.27
Subtotal:	$255,738.99
Shipping:	$4,973.87
Estimated Tax:	$0.00
Total:	$260,712.86

Type text here

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GENERAL TERMS AND CONDITIONS

Exclusions

The following work is **not included** in our Scope of Work:

- All conduit, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling.
- Firewall, ceiling, roof, and floor penetration.
- Necessary gypsum board replacement and/or repair.
- Necessary ceiling tile or T-bar modifications, replacements, and/or repairs.
- All millwork (moldings, trim, cut-outs, etc.).
- Patching and Painting.
- Permits (unless specifically provided for and identified within the contract).

This Scope of Work is delivered based on the following Assumptions:

- Site preparation by the Customer includes electrical, wall reinforcement, telephone, and data network infrastructure placement per Data Projections specification.
- All work areas should be clean and dust-free before the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by the Data Projections project manager.
- In-Room(s) where installation is to be completed is to be made available for Data Projections exclusive use on the days of the scheduled installation. Unless specifically arranged in advance, rooms will be available during normal business hours, defined as Monday through Friday, 8:00 AM to 5:00 PM excluding holidays. All required spaces (rooms, access points, etc.) must be available at the start of the installation and remain available for the duration of the Project. Any required space that is unavailable during the scheduled installation timeframe may result in delayed delivery of the Project and/or additional charges. Additional rates will only be applied after execution of Data Projections generated Project Change Request according to the Change Management Procedure section following and signed approval by Owner or Owner's representative.
- The project schedule must allow for sufficient time for completion of all installation and final testing of systems before occupancy of the site. If sufficient time is not allowed, Data Projections will be held harmless for systems that do not meet requirements. In this case, all costs associated with the completion of work, including overtime labor rates, will be considered outside the scope of this offering and billable to the Client. Unless otherwise stated, the installation shall be scheduled contiguously from start to finish. Projects requiring multiple site visits and/or intervals of inactivity between events must be noted as such before acceptance of this SOW. If notification is made after initial acceptance of this SOW, the Change Management Procedure section following shall be implemented and additional charges may apply. Data Projections reserves the right to revise the proposal/scope of work based upon information obtained from subsequent site surveys and other sources not available at the time that the original proposal was issued.
- Data Projections reserves the right to substitute equipment of similar specifications should any of the specified equipment be unavailable at the time of order from the manufacturer. This will be done in an effort to maintain the completeness of the proposed audiovisual system and meet the anticipated installation schedule. Data Projections will notify the client in the event there is a need for any equipment substitutions.
- Client is to provide secure storage for equipment during a multiple-day integration. If secure storage is not available for the duration of the multiple-day integration period, Data Projections reserves the right to; delay the installation until secure storage is available which could result in project completion delays and additional storage and delay fees; payment in full for the materials and equipment that cannot be secured thus constituting transfer of ownership and relieving Data Projections of its responsibility and liability for security and protection of said materials and equipment against damage and theft.
- If Customer furnished equipment and existing cabling are to be used, Data Projections assumes that these items are in good working condition and will integrate into the designed solution. Any troubleshooting, repair, replacement, and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations including IP addresses are to be provided, operational, and functional before Data Projections' integration begins. Data Projections will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by the late arrival of these items will result in a change order for time and materials.
- Document review/feedback on touch panel layout/correspondence will be completed by the Customer within two business days

Integration Project Management Processes

Data Projections will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

Data Projections, Inc
3700 W. Sam Houston Pkwy S.
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Tel: 866.CALL.DPI (225.5374)
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- Needs Analysis – performed before Scope of Work
- Project Welcome Notice – emailed upon receipt of Purchase Order/Notice to proceed
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status updates – informal or formal – either by phone, email, or in-person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals
- Substantial Completion– Client walk-through and user acceptance training before project is transitioned to Service department

User Acceptance Training

This is geared specifically towards the end-user/operator. The purpose of this training is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. Areas of training include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start-up, stop, and shut Down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via a control system
- Manual operation of display systems, audio systems, and all other related components
- Use/operation of patch panels, when and where to be used
- Who to contact if help is required.

Change Management Procedure

Any changes to the scope of the project that effect the contractual value of the project must be in writing signed by the Client and an authorized representative of Data Projections, Inc. Oral changes to the project scope, equipment, or materials shall not be binding upon the parties. Changes may impact the ability of Data Projections, Inc. to deliver the desired solution per the original terms of the Contract. After acceptance of this Scope of Work, such signed and approved change orders will be incorporated by reference into and become part of this Contract.

Returns

The approval of product returns is at the discretion of Data Projections and the specified manufacturer and requires a return authorization number if the request is approved. Products that are defective will be repaired, replaced, or credited in accordance with the manufacturer's warranty. Goods returned for reasons other than warranty or defect must be requested in a timely manner and must be in their original, undamaged, and untarnished condition and must include all original packaging, documentation, and accessories. Restocking fees may apply to the items being returned. Any custom-ordered products are not eligible to be returned. Please consult Data Projections for additional details.

Warranty

All new equipment provided by Data Projections includes each manufacturer's full warranty from the date of invoice. Data Projections will honor all manufacturer warranty requirements as depot service. Data Projections supplies a 90-day workmanship warranty from the date of completion of the said system unless superseded by an extended warranty, or Data Projections service agreement. Data Projections warrants the system to be free of defects in materials and workmanship and fit for the intended purpose. This warranty does not cover equipment or system abuse, misuse including, but not limited to, operating outside of environmental, electrical, temperature, or humidity specifications, system alterations neither approved nor performed by Data Projections; or repair by a service facility other than those authorized by the manufacturer.

I

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Houston, TX 77042
Tel: 866.CALL.DPI (225.5374)
www.dataprojections.com

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1300299

Date Filed:
04/24/2025

Date Acknowledged:

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

Data Projections, 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, Texas

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

2025216
ESOC Audio Visual Upgrade - Phase II

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Zaleski, Matthew	Houston, TX United States	X	
Zaleski, Billy	Houston, TX United States	X	
Zaleski, Scott	Houston, TX United States	X	
Stasio, Megan	Houston, TX 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), TX (state), 77096 (zip code), USA (country).

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

Executed in Harris County, State of Texas, on the 24th day of April (month), 2025 (year).

Megan Stasio
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:
2025-1300299

Date Filed:
04/24/2025

Date Acknowledged:
04/28/2025

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

Data Projections, Inc.
Houston, TX United States

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Williamson County, Texas

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2025216
ESOC Audio Visual Upgrade - Phase II

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Zaleski, Matthew	Houston, TX United States	X	
Zaleski, Billy	Houston, TX United States	X	
Zaleski, Scott	Houston, TX United States	X	
Stasio, Megan	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **43.**

Meeting Date: 05/13/2025

Approval of Purchase for Networking Equipment from NETSYNC for Information Systems

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Purchase #2025224 between Williamson County and NETSYNC for networking equipment for the new CAD (911) project in the total amount of $168,635.92 pursuant to DIR contract #DIR-CPO-5347, funding source is P604.

Background

The approval of this purchase will benefit Williamson County Operations networking equipment for the new CAD (911) project. This is a new build and will be separated from the County's main environment at the request of the vendor. The funding source is Project P604; 2022 CIP; Task 4.2 as per the FY25 budget. Contract Audit and General Council have approved the purchase. Origination #2653. The department point of contact is Rory Tierney.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/07/2025 04:21 PM
County Judge Exec Asst.	Andrea Schiele	05/07/2025 06:04 PM
Form Started By: Barbi Hageman		Started On: 05/05/2025 08:51 AM
Final Approval Date: 05/07/2025		

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

QUOTE

AAAQ457811

Quote #:	[redacted]
Date:	04/03/2025
Valid for:	30 Days

Customer	Inside Sales	Account Manager
Williamson County	Amy MartinezNagy	David D Tijerina
rory.tierney@wilcotx.gov	Amartineznagy@netsync.com	dtijerina@netsync.com
405-727-1530 ext. 71530	9563760935	512-413-7998

Please send purchase order to: PO@netsync.com

Line #	Part	Description	Qty	Unit Price	Ext Price
DC1				Sub Total	156,506.60
	Hyperfabric (04/05/2025-04/04/2028)				
1.0	HF6100-60L4D-D	Hyperfabric Switch 60x50G SFP28 4x400G QSFP-DD Configurable	2	6,064.66	12,129.32
1.1.0	HF6100-60L4D	Hyperfabric Switch 60x50G SFP28 4x400G QSFP-DD Chassis	2	0.00	0.00
1.2.0	HF6100-60L4D-NOS	Cisco Nexus Hyperfabric Switch HF6100-60L4D Software Image	2	0.00	0.00
1.3.0	HF-ACC-RM2-4P19L	Cisco 6000 Hyperfabric Rackmount S2 19" 4 Post Long	2	0.00	0.00
1.4.0	C9500X-FAN-1U-F	Catalyst 9500X back to front (port-side exhaust) cooling fan	12	0.00	0.00
1.5.0	NO-POWER-CORD	ECO friendly green option, no power cable will be shipped	4	0.00	0.00
1.6.0	NO-CAB-CONS	ECO friendly green option, no Console Cable will be shipped	2	0.00	0.00
1.7.0	HF-ACC-SSD2-480G	Cisco 6000 Hyperfabric SSD Storage Assembly Type 2 480GB	2	0.00	0.00
1.8.0	C9K-PWR-1500WAC	1500W AC Power Supply	4	0.00	0.00
2.0	HF6100-60L4D-SVC	Cisco Hyperfabric Switch HF6100-60L4D Subscription Only	1	0.00	0.00
2.1.0	HF6100-60L4D-SVC-E	HF6100-60L4D Essentials Service Unit Price: 757.75 Each per Month Duration: 3 Years, Billing Frequency: Prepaid	4	27,279.00	109,116.00
2.2.0	SVS-ECDN-HF-60L4D	HW and SW Success Track L1 Support - Hyperfabric 6100-60L4D	4	0.00	0.00
3.0	NCS1K4-C21-C14-2M=	NCS1004 power cord C21-C14 2 meter long	8	27.02	216.16
4.0	QSFP-100G-SR1.2=	100G SR1.2 BiDi QSFP Transceiver, LC, 100m OM4 MMF	8	611.51	4,892.08
5.0	SFP-25G-AOC2M=	25GBASE Active Optical SFP28 Cable, 2M	28	145.59	4,076.52
6.0	SFP-10G-LR-S=	10GBASE-LR SFP Module, Enterprise-Class	16	626.98	10,031.68
	Catalyst Switches				
7.0	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G, Network Essentials	4	2,681.91	10,727.64
7.1.0	CON-L1NBD-C9200L4X	CX LEVEL 1 8X5XNBD Catalyst 9200L 48-port PoE+, 4 x 10G, Net Duration: 1.00 Years	4	560.28	2,241.12
7.2.0	C9200L-DNA-E-48	C9200L Cisco DNA Essentials, 48-port Term license	4	0.00	0.00
7.2.1.0	CON-L1SWT-C92LE48	CX LEVEL 1 SW SUB C9200L Cisco DNA Ess Duration: 1.00 Years	4	60.37	241.48
7.2.2.0	C9200L-DNA-E-48-3Y	C9200L Cisco DNA Essentials, 48-port, 3 Year Term license	4	708.65	2,834.60
7.3.0	C9200L-NW-E-48	C9200L Network Essentials, 48-port license	4	0.00	0.00
7.4.0	CAB-TA-NA	North America AC Type A Power Cable	4	0.00	0.00
7.5.0	PWR-C5-BLANK	Config 5 Power Supply Blank	4	0.00	0.00
7.6.0	C9200-STACK-BLANK	Catalyst 9200 Blank Stack Module	8	0.00	0.00
7.7.0	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300	4	0.00	0.00
7.8.0	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	4	0.00	0.00
7.9.0	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	4	0.00	0.00

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

QUOTE

AAAQ457811

Quote #:	[redacted]
Date:	04/03/2025
Valid for:	30 Days

Line #	Part	Description	Qty	Unit Price	Ext Price
7.10.0	NETWORK-PNP-NONE	Network Plug-n-Play Opt Out SKU	4	0.00	0.00
DC2				Sub Total	12,129.32
	Hyperfabric				
8.0	HF6100-60L4D-D	Hyperfabric Switch 60x50G SFP28 4x400G QSFP-DD Configurable	2	6,064.66	12,129.32
8.1.0	HF6100-60L4D	Hyperfabric Switch 60x50G SFP28 4x400G QSFP-DD Chassis	2	0.00	0.00
8.2.0	HF6100-60L4D-NOS	Cisco Nexus Hyperfabric Switch HF6100-60L4D Software Image	2	0.00	0.00
8.3.0	HF-ACC-RM2-4P19L	Cisco 6000 Hyperfabric Rackmount S2 19" 4 Post Long	2	0.00	0.00
8.4.0	C9500X-FAN-1U-F	Catalyst 9500X back to front (port-side exhaust) cooling fan	12	0.00	0.00
8.5.0	NO-POWER-CORD	ECO friendly green option, no power cable will be shipped	4	0.00	0.00
8.6.0	NO-CAB-CONS	ECO friendly green option, no Console Cable will be shipped	2	0.00	0.00
8.7.0	HF-ACC-SSD2-480G	Cisco 6000 Hyperfabric SSD Storage Assembly Type 2 480GB	2	0.00	0.00
8.8.0	C9K-PWR-1500WAC	1500W AC Power Supply	4	0.00	0.00
9.0	TARIFF-AAAQ457811	The TARIFF cost for the hardware portion will be calculated and incorporated into the invoice	1	0.00	0.00

Notes: 340000495-174837-04

Wilco CAD Hyperfabric 4-2-25

Cisco Systems TX | DIR-CPO-5347

Total	168,635.92
Tax/Vat	0.00
Shipping	0.00
Grand Total USD	**168,635.92**

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:
2025-1305401

Date Filed:
05/06/2025

Date Acknowledged:

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

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2025224
Netsync Q-AAAQ457811 Networking equip for new 911 system

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is [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 Harris County, State of Texas, on the 6th day of May (month), 20 25 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1305401

Date Filed:
05/06/2025

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05/06/2025

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Netsync Network Solutions
Houston, TX United States

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Williamson County

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2025224
Netsync Q-AAAQ457811 Networking equip for new 911 system

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **44.**

Meeting Date: 05/13/2025

Georgetown ISD Bus Use Agreement for County Sheriff

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

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Bus Use Agreement with Georgetown Independent School District, on behalf of the Williamson County Sheriff's Office, to formalize using buses to transport the Junior Deputy Academy participants for field day activities.

Background

The Junior Deputy Academy will be requesting bus use for the dates of June 3rd, 4th, 10th, 11th, 24th & 25th to transport the kids to the Round Rock Police Department, Dart Em Up, Texas Capitol and Camp Mabry. Bus expense to be paid by the JAG grant.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Georgetown ISD Bus Use Agreement

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	05/05/2025 01:05 PM
County Judge Exec Asst.	Andrea Schiele	05/06/2025 05:49 PM
Form Started By: Starla Hall		Started On: 05/05/2025 11:52 AM
Final Approval Date: 05/06/2025		

GEORGETOWN ISD



ACKNOWLEDGEMENT OF BUS GUIDELINES FORM

Use of District buses must meet the policies and regulations of the Georgetown Independent School District, its Board of Trustees, and all state and local laws.

In addition to the previously submitted *APPLICATION FOR BUS USE* form and at least 7 days prior to the scheduling the use of buses, the following must be on file with GISD's Transportation Department:

1. The Acknowledgement of Bus Use Guidelines Form must be completed and signed.
2. A current insurance certificate with limits of at least $1,000,000 must be provided.
3. A District Release of Liability form must be completed and signed.

Bus use fees will be determined by the Superintendent or designee.

The undersigned agrees to be responsible to Georgetown ISD for the use and care of all buses covered under this agreement and to confirm to all policies and regulations as set forth in the attached Bus Use Agreement Guidelines.

This undersigned represents to the Georgetown Independent School District that is has read the Bus Use Agreement Guidelines and agrees to all provisions contained therein. The undersigned understands and accepts that any violation or deviation from these rules may result in fines or fees and loss of future bus use privileges as deemed appropriate by the Georgetown Independent School District.

Signature: _____ Title: _____

Printed Name: _____

Date: _____ Phone: _____

Organization Name: _____

Address: _____

_____

Approved by: _____ Date: _____

Printed Name/Title: _____

APPLICATION FOR BUS USE

Organization: Williamson County Sheriff's Office

Activity/Purpose: Junior Deputy Academy Field Day Activities

GEORGETOWN ISD



Name of Contact: Stacy Prior Phone Number: 512-943-1964

Cell Phone: 512-517-8098 Email: sprior@wilco.org

Address: 508 S. Rock St. Georgetown, TX. 78626

Requested Date(s) of Use: 06/03, 06/04, 06/10, 06/11, 06/24, 06/25 Number of Buses Requested: 1 x 6 days

Requested Time(s) of Use: various, see attached schedule/itenerary

Estimated Number of Riders: 30 Number of Applicant's Sponsors: ∅

Signature of Requestor: _____ Date: 05/02/2025

District Use

Application

Approved: _____ Denied: _____ Estimated Fee: $_____

Administrator's Signature: _____

Printed Name/Title: _____

DISTRICT RELEASE OF LIABILITY For Facility or Bus Usage

In consideration of its use of the Georgetown ISD facilities or buses, the organization agrees to pay the required usage fees. It also agrees that the Georgetown Independent School District, its Board of trustees,

GEORGETOWN ISD



Agents, Employees and Representatives shall not be liable to the organization for damage to person or property regardless of whose negligence or acts of omission cause such injury or damage.
The undersigned hereby waives all defects that may exist on premises to be used by the organization.

Printed Name of Organization	Signature of Organization Representative
Representative's Title	Daytime Telephone
Organization's Name	Physical Address
Today's Date	City/State/Zip

SCHOOL BUS USE AGREEMENT GUIDELINES

Use of Bus Rules and Procedures:

1. The Application for Bus Use must be submitted to the Transportation Department at least 15 working days prior to the requested date.

2. The District will provide drivers for the requested trips.

3. Un-allowed activities on buses:



a. Alcohol, tobacco products or illegal drug usage;
b. Criminal activity of any type;
c. Unsafe activities such as hanging parts of body out windows;
d. Standing or sitting in the aisles.

4. Buses must be reasonably cleaned and checked for damage before the completion of the trip(s). The bus user will be responsible for any damages due to negligence or disregard of District property. An additional cost may be assessed to the user regarding any excessive cleaning/repair costs incurred by the District.

5. The District will not be liable for any damages arising out of inclement weather, mechanical or electrical difficulties, delays due to traffic conditions or any other unforeseen events that inhibit completion of the trip in a timely manner.

6. Cancellation of a trip by a user must be submitted to the Transportation Department Director or designee at least 24 hours prior to the event.

7. The user agrees that the District is not responsible for any items left on the bus or lost or stolen.

8. At the conclusion of the trip/event, costs incurred by the user will be billed. The user agrees to pay costs immediately upon receipt of invoices detailing costs.

9. The user agrees to provide a Certificate of Insurance for coverage of its participants.

Bus Usage Fees

1. Fee charges are based on the number of round trip miles traveled and the cost of the driver.
   a. The mileage rate is $3.00 per mile.


SCHOOL BUS

Commissioners Court - Regular Session **45.**

Meeting Date: 05/13/2025

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 $24,257.30 from P550 (non-departmental) to P559 (Berry Springs Amenities).

Background

This transfer is necessary to cover a purchase order for network cabling and equipment to connect two buildings at Berry Springs Park.

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	05/08/2025 10:45 AM
Form Started By: Karen Knightstep		Started On: 05/08/2025 08:44 AM
Final Approval Date: 05/08/2025		

Commissioners Court - Regular Session **46.**

Meeting Date: 05/13/2025

2019 Road Bond Transfer

Submitted By: Karen Knightstep, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a 2019 Road Bond transfer to move $200,000 from P399 (2019 Road Bond Non-Departmental) to P307 (C Bud Stockton Loop Extension).

Background

This request is to cover additional expenses for P307 (C Bud Stockton Loop Extension). HNTB's budget adjustment memo is attached.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2019 Road Bond Memo

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/06/2025 05:57 PM
Form Started By: Karen Knightstep		Started On: 05/06/2025 08:26 AM
Final Approval Date: 05/06/2025		

HNTB Corporation
Engineers Architects Planners

101 E Old Settlers Blvd
Suite 225
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

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

May 5, 2025

Re: 2019 Road Bond Budget Adjustment

Dear Ms. Knightstep,

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

- Move $200,000.00 from P399 Non-Departmental to P307 Bud Stockton Extension

If you have any questions, please let me know.

Thank you.

Christen Eschberger

Christen Eschberger, P.E.

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

Commissioners Court - Regular Session **47.**

Meeting Date: 05/13/2025

Unlimited Tax Road Bonds 2025

Submitted For: Julie Kiley **Submitted By:** Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consideration and action with respect to "Order Authorizing the Issuance of Williamson County, Texas Unlimited Tax Road Bonds in One or More Series; Levying an Ad Valorem Tax in Support of the Bonds; Approving Paying Agent/Registrar Agreements, Official Statements and Purchase Agreements; Establishing the Procedures for Selling and Delivering One or More Series of the Bonds; and Authorizing Other Matters Relating to the Bonds"

Background

This will be the second series of Bonds from the 2023 Voter Authorized Bonds. Bond Counsel with McCall Parkhurst & Horton will be available to answer questions.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Road Bond Order Series 2025

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/08/2025 01:08 PM
Form Started By: Julie Kiley		Started On: 05/07/2025 08:33 PM
Final Approval Date: 05/08/2025		

ORDER AUTHORIZING THE ISSUANCE OF WILLIAMSON COUNTY, TEXAS UNLIMITED TAX ROAD BONDS IN ONE OR MORE SERIES; LEVYING AN AD VALOREM TAX IN SUPPORT OF THE BONDS; APPROVING PAYING AGENT/REGISTRAR AGREEMENTS, OFFICIAL STATEMENTS AND PURCHASE AGREEMENTS; ESTABLISHING THE PROCEDURES FOR SELLING AND DELIVERING ONE OR MORE SERIES OF THE BONDS; AND AUTHORIZING OTHER MATTERS RELATING TO THE BONDS

Adopted May 13, 2025

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EXHIBIT A Description of Annual Financial Information

ORDER AUTHORIZING THE ISSUANCE OF WILLIAMSON COUNTY, TEXAS UNLIMITED TAX ROAD BONDS IN ONE OR MORE SERIES; LEVYING AN AD VALOREM TAX IN SUPPORT OF THE BONDS; APPROVING PAYING AGENT/REGISTRAR AGREEMENTS, OFFICIAL STATEMENTS AND PURCHASE AGREEMENTS; ESTABLISHING THE PROCEDURES FOR SELLING AND DELIVERING ONE OR MORE SERIES OF THE BONDS; AND AUTHORIZING OTHER MATTERS RELATING TO THE BONDS

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

WHEREAS, on the 8th day of August, 2023, in accordance with Chapter 1251, Texas Government Code, as amended, the Texas Election Code, as amended, and other general laws, the Commissioners Court of Williamson County, Texas (the "County") adopted an "Order Calling a Bond Election for November 7, 2023; Designating Voter Centers; Providing for Early voting and Election Date Voting; Providing for Performance of Required Administrative Duties; Providing for Conducting the Election; and Providing for Other Matters related to Such Election" with such election held within the County November 7, 2023 to submit to the voters of the County two different propositions to authorize the bonds hereinafter stated; and

WHEREAS, the voters of the County authorized the Commissioners Court of the County to issue the bonds set forth in Proposition A which aggregates $825,000,000 in principal amount for road projects and Proposition B which aggregates $59,000,000 in principal amount for park purposes; and

WHEREAS, the County has previously issued it's $141,155,000 Williamson County, Texas Unlimited Tax Road Bonds, Series 2024 leaving $683,845,000 of authorized but unissued Proposition A bond authorization; and

WHEREAS, the Commissioners Court of the County has determined it is in the best interest of the County to issue one or more series of bonds from the authorized but unissued Proposition A bond authorization; and

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS:

Section 1. **RECITALS, AMOUNT AND PURPOSE OF THE BONDS**. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this section. The bond or bonds of the County are hereby authorized pursuant to Article III, Section 52 of the Texas Constitution and Chapters 1251, 1371 and 1471, Texas Government Code, to be issued and delivered in the aggregate principal amount not to exceed $150,000,000 for the purpose of funding road projects as set forth in Proposition A and paying certain costs of issuance on the Bonds.

Section 2. **DEFINITIONS**. When used in this Bond Order, except in Section 5, and in any resolution or order amendatory or supplemental hereto, the terms listed below shall have the meanings specified below, unless it is otherwise expressly provided or unless the context otherwise requires:

"Accreted Value" means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof, plus all interest accrued and compounded to the particular date of calculation, as determined in accordance with the Pricing Certificate and the Accretion Table attached as an exhibit to the Pricing Certificate relating to the Bonds that shows the Accreted Value per $5,000 maturity amount on the calculation date of maturity to its maturity.

"Accretion Table" means the exhibit attached to the Pricing Certificate, if necessary, that sets forth the rounded original principal amounts at the Issuance Date for the Premium Compound Interest Bonds and the Accreted Values and maturity amounts thereof as of each Compounding Date until final maturity.

"Authorized Denominations" means the denomination of $5,000 or any integral multiple thereof with respect to the Current Interest Bonds and in the denomination of $5,000 in maturity amount or any integral multiple thereof with respect to the Premium Compound Interest Bonds.

"Bonds" means and includes collectively the Premium Compound Interest Bonds and Current Interest Bonds initially issued and delivered pursuant to this Bond Order and the Pricing Certificate for the Bonds and all substitute Bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

"Bond Order" or "Order" means this order of the Commissioners Court authorizing the issuance of one or more Series of Bonds.

"Business Day" means any day which is not a Saturday, Sunday or a day on which the Paying Agent/Registrar is authorized by law or executive order to remain closed.

"Commissioners Court" means the governing body of the County.

"Compounded Amount" means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof plus all interest accrued and compounded to the particular date of calculation.

"Compounding Dates" means the dates on which interest is compounded on the Premium Compound Interest Bonds as set forth in the Accretion Table attached to the Pricing Certificate.

"County" means Williamson County, Texas and any other public agency succeeding to the powers, rights, privileges, and functions of the County and, when appropriate, the Commissioners Court of the County.

"Current Interest Bonds" means the Bonds paying current interest and maturing in each of the years and in the aggregate principal amounts set forth in the Pricing Certificate.

"Defeasance Securities" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the Commissioners Court adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the Commissioners Court adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Bonds.

"Federal Securities" means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America.

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"Fiscal Year" means the twelve-month accounting period for the County, which presently is the twelve-month period beginning on October 1 of each year and ending on September 30 of the following year, but which may be changed from time to time by the Commissioners Court.

"Initial Bond(s)" means the Bond(s) authorized, issued, and initially delivered as provided in Section 3 of this Bond Order.

"Interest Payment Date" means a date on which interest on the Current Interest Bonds is due and payable as set forth in the Pricing Certificate.

"Issuance Date" means the date of delivery of a Series of the Bonds.

"MSRB" means the Municipal Securities Rulemaking Board.

"Outstanding" when used with reference to Bonds, means, as of a particular date, all Bonds theretofore and thereupon delivered except; (a) any Bond canceled by or on behalf of the County at or before said date, (b) any Bond defeased or no longer considered Outstanding pursuant to the provisions of this Order or otherwise defeased as permitted by applicable law and

(c) any such Bond in lieu of or in substitution for which another Bond shall have been delivered pursuant to this Bond Order.

"Premium Compound Interest Bonds" means the Bonds on which no interest is paid prior to maturity, maturing in various amounts and in the aggregate principal amount as set forth in the Pricing Certificate.

"Pricing Certificate" means the Pricing Certificate of the County's Pricing Officer to be executed and delivered pursuant to Section 3 hereof in connection with the issuance of one or more series of the Bonds.

"Pricing Officer" means the County Auditor, acting as the designated pricing officer of the County to execute the Pricing Certificate. In the absence of the County Auditor, the County Judge may act as the designated pricing officer of the County to execute the Pricing Certificate.

"Record Date" means, with respect to an Interest Payment Date, those dates set forth in the Pricing Certificate.

"Redemption Date" means a date fixed for redemption of any Bond pursuant to the terms of this Bond Order and the Pricing Certificate.

"Register" means the registry system maintained on behalf of the County by the Registrar in which are listed the names and addresses of the Registered Owners and the principal amount of Bonds registered in the name of each Registered Owner.

"Registered Owner" means any person or entity in whose name a Bond is registered.

"Registrar" or "Paying Agent/Registrar" means BOKF, NA, or such other bank, trust company, financial institution, or other entity as may hereafter be designated by the County to act as paying agent and registrar for the Bonds in accordance with the terms of this Bond Order.

"Replacement Bonds" means the Bonds authorized by the County to be issued in substitution for lost, apparently destroyed, or wrongfully taken Bonds as provided in Section 9 of this Bond Order.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"Series" means any designated series of Bonds issued pursuant to this Bond Order.

"SEC" means the United States Securities and Exchange Commission.

"Tax-Exempt Bonds" means each Series of Bonds bearing interest which is excludable from gross income for federal taxation purposes pursuant to Section 103 of the IRS Code.

"Taxable Series" means each Series of Bonds bearing interest at a taxable rate.

"Tax-Exempt Series" means each Series of Tax-Exempt Bonds.

"Underwriter" means the senior managing underwriter as selected by the Pricing Officer for the Bonds issued pursuant to this Bond Order and the other co-managers for the Bonds as the Pricing Officer deems appropriate.

Section 3. DESIGNATION, DATE, DENOMINATIONS, NUMBERS AND DELEGATION TO PRICING OFFICER. (a) Each bond issued pursuant to this Bond Order shall be designated: **"WILLIAMSON COUNTY, TEXAS UNLIMITED TAX ROAD BOND"** and initially there shall be issued, sold, and delivered hereunder one or more Series of fully registered Bonds, without interest coupons, which may be in the form of Current Interest Bonds or Premium Compound Interest Bonds, numbered consecutively from R-1 upward, in the case of Current Interest Bonds, and from PC-1 upward, in the case of Premium Compound Interest Bonds (except the Initial Bond delivered to the Attorney General of the State of Texas which shall be numbered T-1 and TPC-1, respectively) payable to the respective initial Registered Owners thereof, or to the registered assignee or assignees of said Bonds or any portion or portions thereof, in Authorized Denominations, maturing not later than February 15, 2050, serially or otherwise on the dates, in the years and in the principal amounts, respectively, and dated, all as set forth in the Pricing Certificate to be executed and delivered by the Pricing Officer pursuant to Section 3(b) below. The Pricing Certificate is hereby incorporated in and made a part of this Bond Order. The title of each of the Bonds shall be designated by the year in which it is awarded pursuant to Section 3(b) below. The authority for the Pricing Officer to execute and deliver a Pricing Certificate shall expire at 5:00 p.m. C.D.T. on May 13, 2026. Bonds priced on or before May 13, 2026 may be delivered to the Underwriters or purchasers, as applicable, after such date.

(b) As authorized by Section 1371.053, Texas Government Code, as amended, the Pricing Officer is hereby authorized to act on behalf of the County in selling and delivering one or more Series of the Bonds, determining if a Series of Bonds is a Tax-Exempt Series or a Taxable Series and carrying out the other procedures specified in this Bond Order, including determining the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the aggregate principal amount of Current Interest Bonds and Premium Compound Interest Bonds, the rate or rates of interest to be borne by each such maturity, the interest payment periods, the dates, price, and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the County, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of the Bonds, all of which shall be specified in the Pricing Certificate; provided that (i) the price to be paid for a Series of the Bonds shall not be less than 90% of the aggregate original principal amount thereof plus accrued interest, if any, thereon from its date to its delivery and (ii) the net effective interest rate of the Bonds, or yield in the case of Premium Compound Interest Bonds, shall not be greater than the maximum rate allowed by law. In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not to exceed the amount authorized in Section 1, which shall be sufficient to provide for the purposes for which the Bonds are authorized and to pay the costs of issuing the Bonds.

(c) To achieve advantageous borrowing costs for the County, the Bonds shall be sold on a negotiated, placement or competitive basis as determined by the Pricing Officer in the Pricing Certificate. In determining whether to sell the Bonds by negotiated, placement or competitive sale, the Pricing Officer shall take into account any material disclosure issues which might exist at the time, the market conditions expected at the time of the sale and any other matters which, in the judgment of the Pricing Officer, might affect the net borrowing costs on the Bonds.

If the Pricing Officer determines that the Bonds should be sold at a competitive sale, the Pricing Officer shall cause to be prepared a notice of sale and official statement in such manner as the Pricing Officer deems appropriate, to make the notice of sale and official statement available to those institutions and firms wishing to submit a bid for the Bonds, to receive such bids, and to award the sale of the Bonds to the bidder submitting the best bid in accordance with the provisions of the notice of sale.

If the Pricing Officer determines that the Bonds should be sold by a negotiated sale or placement, the Pricing Officer shall designate the placement purchaser or the Underwriter for the Bonds and such additional investment banking firms as the Pricing Officer deems appropriate to assure that the Bonds are sold on the most advantageous terms to the County. The Pricing Officer, acting for and on behalf of the County, is authorized to enter into and carry out a Bond Purchase Contract or other agreement for the Bonds to be sold by negotiated sale or placement, with the Underwriters or placement purchasers respectively, at such price, with and subject to such terms as determined by the Pricing Officer pursuant to Section 3(b) above. Each Bond Purchase Contract or other agreement shall be substantially in the form and substance previously approved by the County in connection with the previously issued ad valorem tax debt with such changes as are acceptable to the Pricing Officer.

(d) The Current Interest Bonds shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF BONDS set forth in this Bond Order to their respective dates of maturity or redemption at the rates per annum set forth in the Pricing Certificate.

The Premium Compound Interest Bonds shall bear interest from the Issuance Date, calculated on the basis of a 360-day year composed of twelve 30-day months (subject to rounding to the Compounded Amounts thereof), compounded on the Compounding Dates as set forth in the Pricing Certificate, and payable, together with the principal amount thereof, in the manner provided in the Form of Bonds at the rates set forth in the Pricing Certificate. Attached to the Pricing Certificate, if Premium Compound Interest Bonds are to be issued, shall be the Accretion Table. The Accreted Value with respect to any date other than a Compounding Date is the amount set forth on the Accretion Table with respect to the last preceding Compounding Date, plus the portion of the difference between such amount and the amount set forth on the Accretion Table with respect to the next succeeding Compounding Date that the number of days (based on 30-day months) from such last preceding Compounding Date to the date for which such determination is being calculated bears to the total number of days (based on 30-day

months) from such last preceding Compounding Date to the next succeeding Compounding Date.

Section 4. CHARACTERISTICS OF THE BONDS. (a) Registration, Transfer, Conversion and Exchange; Authentication. The County shall keep or cause to be kept at the paying agent/registrar designated by the Pricing Officer (the "Paying Agent/Registrar") books or records for the registration of the transfer and exchange of the Bonds (the "Register"), and the County hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers and exchanges under such reasonable regulations as the County and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations and conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Register the address of the Registered Owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The County shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Register confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The County shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Bond Order. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

Except as provided in Section 4(c) of this Bond Order, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for exchange. No additional orders or resolutions need be passed or adopted by the Commissioners Court of the County or any other body or person so as to accomplish the foregoing exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Chapter 1201, Texas Government Code, as amended, and particularly Subchapter D thereof, the duty of exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Bond Order, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) Payment of Bonds and Interest. The County hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Bond Order and the Pricing Certificate. The Paying Agent/Registrar shall keep proper records of all payments made by the County and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Bond Order. However, in the event of a nonpayment of interest on a

scheduled payment date, and for thirty (30) days thereafter, a new Record Date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the past due interest shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may be transferred and assigned, (iii) may be exchanged for other Bonds, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Bonds shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the County shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the Pricing Certificate and the FORM OF BOND set forth in this Bond Order. The Initial Bond(s) are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in exchange for any Initial Bond or Bonds issued under this Bond Order the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BOND.

(d) Substitute Paying Agent/Registrar. The County covenants with the Registered Owners of the Bonds that at all times while the Bonds are outstanding the County will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Bond Order, and that the Paying Agent/Registrar will be one entity. The County reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective at such time which will not disrupt or delay payment on the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the County covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Bond Order. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Register (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the County. Upon any change in the Paying Agent/Registrar, the County promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Bond Order, and a certified copy of this Bond Order shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry-Only System. The Bonds issued in exchange for the Initial Bond initially issued as provided in Section 4(h) shall be issued in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as

nominee of The Depository Trust Company, New York, New York ("DTC") and except as provided in Section 4(f) below, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the County and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC participants (the "DTC Participant") or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the County and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Register, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any person, other than a Registered Owner, as shown on the Register of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Bond Order to the contrary, but to the extent permitted by law, the County and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of and interest, with respect to such Bond, for the purposes of registering transfers with respect to such Bond, and for all other purposes of registering transfers with respect to such Bonds, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective Registered Owners, as shown in the Register as provided in this Bond Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Register, shall receive a Bond evidencing the obligation of the County to make payments of principal, and interest pursuant to this Bond Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Bond Order with respect to interest checks being mailed to the registered owner at the close of business on the Record Date the word "Cede & Co." in this Bond Order shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the County determines to discontinue the book-entry system through DTC or a successor or DTC determines to discontinue providing its services with respect to the Bond, the County shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or

in whatever name or names the Registered Owner transferring or exchanging Bond shall designate, in accordance with the provisions of this Bond Order.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Bond Order to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Blanket Issuer Letter of Representations of the County to DTC.

(h) Initial Bond(s). The Bonds herein authorized shall be initially issued as fully registered Bonds, being one Bond in the denomination of the applicable principal amount and the Initial Bond shall be registered in the name of the Underwriter. The Initial Bond shall be the Bond submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Underwriters or initial purchaser, as applicable. Immediately after the delivery of the Initial Bond(s), the Paying Agent/Registrar shall cancel the Initial Bond(s) delivered hereunder and exchange therefor Bonds in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of DTC and except as provided in Section 4(f) herein, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(i) DTC Blanket Letter of Representations. The County confirms execution of a Blanket Issuer Letter of Representations with DTC establishing the Book-Entry-Only System which will be utilized with respect to the Bonds.

Section 5. FORM OF BOND. The form of the Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Bond Order, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Bond Order and the Pricing Certificate.

FORM OF FIRST PARAGRAPHS OF CURRENT INTEREST BONDS

NO. R-	**UNITED STATES OF AMERICA** **STATE OF TEXAS** **WILLIAMSON COUNTY**	**PRINCIPAL AMOUNT** **$_____**

WILLIAMSON COUNTY, TEXAS
UNLIMITED TAX ROAD BONDS,
SERIES _____ *

INTEREST RATE	**DATE OF BOND**	**MATURITY DATE**	**CUSIP NO.**

REGISTERED OWNER:

PRINCIPAL AMOUNT: **DOLLARS**

ON THE MATURITY DATE specified above, **WILLIAMSON COUNTY, TEXAS** (the "County"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon from _____*, on _____* and semiannually thereafter on each _____* and _____* to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; except that if this Bond is required to be authenticated and the date of its authentication after any Record Date (hereinafter defined) but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the County and the securities depository.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity or upon the date fixed for its redemption prior to maturity, at the Paying Agent/Registrar at their office in _____, Texas (the "Designated Payment/Transfer Office"). The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the County required by the order authorizing the issuance of this Bond (the "Bond Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the close of business as of the last day of the month preceding each such date (the "Record Date") on the Register kept by the Paying Agent/Registrar (the "Register"). In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five Business

*As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

Days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

DURING ANY PERIOD in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the County and the securities depository.

ANY ACCRUED INTEREST due at maturity as provided herein or upon the redemption of this Bond prior to maturity shall be paid to the Registered Owner upon presentation and surrender of this Bond for payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The County covenants with the Registered Owner of this Bond that on or before each principal payment date, interest payment date and accrued interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Order, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

FORM OF FIRST PARAGRAPHS OF PREMIUM COMPOUND INTEREST BONDS

NO. R-	**UNITED STATES OF AMERICA** **STATE OF TEXAS** **WILLIAMSON COUNTY**	**MATURITY AMOUNT** **$_____**

WILLIAMSON COUNTY, TEXAS
UNLIMITED TAX ROAD BONDS,
SERIES _____ [*].

INTEREST RATE	**ISSUANCE DATE**	**DATE OF BOND**	**MATURITY DATE**

REGISTERED OWNER:

MATURITY AMOUNT: **DOLLARS**

ON THE MATURITY DATE specified above, **WILLIAMSON COUNTY, TEXAS** (the "County"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above representing the principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, calculated on the basis of a

[*]As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

360-day year comprised of twelve 30-day months, compounded semiannually on _____* and _____* of each year commencing _____, 20___*. For convenience of reference a table of the "Accreted Value" per $5,000 Maturity Amount is printed on the reverse side of this Bond. The term "Accreted Value" as set forth in the table on the reverse side hereof shall mean the original principal amount plus initial premium per $5,000 Maturity Amount compounded semiannually on _____* and _____* at the yield shown on such table.

THE MATURITY AMOUNT of this Bond is payable in lawful money of the United States of America, without exchange or collection charges. The Maturity Amount of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity, at the designated office for payment of BOKF, NA, which is the "Paying Agent/Registrar" for this Bond, and shall be drawn by the Paying Agent/Registrar on, and solely from, funds of the County required by the order authorizing the issuance of the Bonds (the "Bond Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided, payable to the Registered Owner hereof, as it appears on the Register kept by the Paying Agent/Registrar, as hereinafter described. The County covenants with the Registered Owner of this Bond that on or before the Maturity Date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Order, the amounts required to provide for the payment, in immediately available funds of the Maturity Amount, when due. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the County and the securities depository.

[FORM OF REMAINDER OF EACH BOND]

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the county where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a series of Bonds dated _____*, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of **$_____*** **[CONSTITUTING $_____ CURRENT INTEREST BONDS AND $_____ PREMIUM COMPOUND INTEREST BONDS]** FOR THE PURPOSE OF FUNDING ROAD PROJECTS AS SET FORTH IN PROPOSITION A AS PROVIDED IN THE PREAMBLE TO THIS ORDER AND PAYING CERTAIN COSTS OF ISSUANCE OF THE BONDS.**

*As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

**To be included only if Current Interest Bonds and Premium Compound Interest Bonds are both issued and completed as determined in the Pricing Certificate.

(INSERT REDEMPTION PROVISIONS AS PROVIDED IN THE PRICING CERTIFICATE)

ON _____, or on any date thereafter, the Bonds maturing on and after _____ may be redeemed prior to their scheduled maturities, at the option of the County, with funds derived from any available and lawful source, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption as a whole, or from time to time in part, and, if in part, the particular Bonds, or portions thereof, pr the Sinking Fund Installments in the case of the Term Bonds, defined below, to be redeemed shall be selected and designated by the County and if less than all of a maturity or sinking fund installment is to be redeemed, the Paying Agent/Registrar shall determine by lot or other random customary method the Bonds, or portions thereof within such maturity or sinking fund installment to be redeemed (provided that a portion of a Bond may be redeemed only in integral multiples of $5,000).

[**THE BONDS MATURING ON** _____[*] are subject to mandatory sinking fund redemption prior to maturity in the following amounts, on the following dates and at a price of par plus accrued interest to the redemption date.

Term Bonds Maturing _____, 20___[†]

Redemption Date	**Principal Amount**
_____, 20___	$
_____, 20___	

[†]Final Maturity

THE PRINCIPAL AMOUNT of the Bonds required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the County by the principal amount of any Bonds of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the County at a price not exceeding the principal amount of such Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and cancelled by the Paying Agent/Registrar at the request of the County with monies in the Interest and Sinking Fund at a price not exceeding the principal amount of the Bonds plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.][**]

NO LESS THAN 30 calendar days prior to the date fixed for any optional redemption, the County shall cause the Paying Agent/Registrar to send notice by United States mail, first-

[*]As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

[**]To be included only if certain maturities of Bonds are subject to mandatory sinking fund redemption as determined by the Pricing Officer in the Pricing Certificate.

class postage prepaid to the Registered Owner of each Bond to be redeemed at its address as it appeared on the Register of the Paying Agent/Registrar at the close of business on the 45th day prior to the redemption date and to major securities depositories, national bond rating agencies and bond information services; provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bonds. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed. If due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bonds shall be redeemed a substitute Bonds or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of $5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the County, all as provided in the Bond Order.

WITH RESPECT TO any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Bond Order have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the County, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the County shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, in the denomination of any integral multiple of $5,000. As provided in the Bond Order, this Bond, or any unredeemed portion hereof, may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of $5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Order. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions

hereof in any integral multiple of $5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the County. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing on the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date or (ii) with respect to any Bond or portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date; provided, however, such limitation of transfer shall not be applicable to an exchange by the Registered Owner of the unredeemed balance of the Bond.

WHENEVER the beneficial ownership of this Bond is determined by a book entry at a securities depository for the Bonds, the foregoing requirements of holding, delivering or transferring this Bond shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the County, resigns, or otherwise ceases to act as such, the County has covenanted in the Bond Order that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Bonds.

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond have been performed, existed, and been done in accordance with law; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the County, and have been pledged for such payment.

BY BECOMING the Registered Owner of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Bond Order, agrees to be bound by such terms and provisions, acknowledges that the Bond Order is duly recorded and available for inspection in the official minutes and records of the governing body of the County, and agrees that the terms and provisions of this Bond and the Bond Order constitute a contract between each Registered Owner hereof and the County.

IN WITNESS WHEREOF, the County has caused this Bond to be signed with the manual or facsimile signature of the County Judge of the County and countersigned with the

manual or facsimile signature of the County Clerk and County Treasurer and has caused the official seal of the County to be duly impressed, or placed in facsimile, on this Bond.

_____ _____

County Clerk County Judge

_____

County Treasurer

[COUNTY SEAL]

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Bond is not accompanied by an
executed Registration Certificate of the Comptroller
of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Order described in the text of this Bond; and that this Bond has been issued in replacement of, or in exchange for, a Bond, Bonds, or a portion of a Bond or Bonds of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated **BOKF, NA**
Paying Agent/Registrar

By_____
Authorized Representative

FORM OF ASSIGNMENT

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

_____

_____
Please insert Social Security or Taxpayer Identification Number of Transferee

_____

_____

Please print or typewrite name and address, including zip code, of Transferee

_____

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____	_____
NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company	NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular without alteration or enlargement or any change whatsoever

.

FORM OF REGISTRATION CERTIFICATE OF THE COMPTROLLER OF PUBLIC ACCOUNTS:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

_____
Comptroller of Public Accounts
of the State of Texas

[COMPTROLLER'S SEAL]

INSERTIONS FOR THE INITIAL CURRENT INTEREST BOND

The Initial Bond for a Current Interest Bond shall be in the form set forth in this Section, except that;

A. immediately under the name of the Current Interest Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"ON THE MATURITY DATE SPECIFIED BELOW, Williamson County, Texas (the "County"), being a political subdivision, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on February 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Maturity Date (_____*)	Principal Amount	Interest Rate

(Information from Pricing Certificate to be inserted)

The County promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from _____* at the respective Interest Rate per annum specified above. Interest is payable on _____* and semiannually on each _____* and _____* thereafter to the date of payment of the principal installment specified above; except, that if this Bond is required to be authenticated and the date of its authentication is after any Record Date (hereinafter defined) but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The Initial Bond for a Current Interest Bond shall be numbered "T-1" and the Initial Bond for a Premium Compound Interest Bond shall be numbered "TPC-1."

Section 6. **TAX LEVY.** A special Interest and Sinking Fund (the "Interest and Sinking Fund") is hereby created solely for the benefit of the Bonds, and the Interest and Sinking Fund shall be established and maintained by the County at an official depository bank of the County. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the County and shall be used only for paying the interest on and principal of the Bonds. All ad valorem taxes levied and collected for and on account of the Bonds shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Bonds or interest thereon are outstanding and unpaid, the Commissioners Court of the County shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Bonds as such principal matures; and the tax shall be based on the latest approved tax rolls of the County, with full allowance being made for tax delinquencies and the cost of tax collection. The rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable

*As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

property in the County for each year while any of the Bonds or interest thereon are outstanding and unpaid; and the tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund. The ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment. Any accrued interest shall be deposited in the Interest and Sinking Fund.

Section 7. DISPOSITION OF PROCEEDS. Proceeds from the sale of the Bonds shall, promptly upon receipt thereof, be applied by the Pricing Officer as follows:

(i) any underwriting discount or fees for the Bonds may be retained by and/or wired directly to such parties;

(ii) any accrued interest shall be deposited into the Interest and Sinking Fund; and

(iii) an amount sufficient to pay the remaining costs of issuance of the Bonds and the cost of the projects authorized in Section 1 of this Bond Order.

Any sale proceeds of the Bonds remaining after making all deposits and payments provided for above shall be deposited into the Interest and Sinking Account and applied to the payment of and interest on the Current Interest Bonds and Maturity Amounts in the case of Premium Compound Interest Bonds.

Accrued Interest and Premium. Any accrued interest on the Bonds shall be deposited in the Interest and Sinking Fund. Any premium on the Bonds shall be deposited as provided in the Pricing Certificate.

Interest Earnings. Interest earnings derived from the investment of proceeds from the sale of the Bonds shall be used along with the Bond proceeds for the purpose for which the Bonds are issued as set forth in Section 1 hereof or to pay principal or interest payments on the Bonds; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on bond proceeds which are required to be rebated to the United States of America pursuant to Section 11 hereof in order to prevent the Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Investment of Funds. The County hereby covenants that the proceeds of the sale of the Bonds will be used as soon as practicable for the purposes for which the Bonds are issued. Obligations purchased as an investment of money in any fund shall be deemed to be a part of such fund. Any money in any fund created by this Bond Order may be invested as permitted by the Public Funds Investment Act, as amended.

Security for Funds. All funds created by this Bond Order shall be secured in the manner and to the fullest extent required by law for the security of funds of the County.

Maintenance of Funds. Any funds created pursuant to this Bond Order, other than the Escrow Fund, may be created as separate funds or accounts or as subaccounts of the County's General Fund held by the County's depository, and, as such, not held in separate bank accounts, such treatment shall not constitute a commingling of the monies in such funds or of such funds and the County shall keep full and complete records indicating the monies and investments credited to each such fund.

Perfection. Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the ad valorem taxes granted by the County under this Section, and is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the ad valorem taxes granted by the County under this Section is to be subject to the filing requirements of Chapter 9, Business and Commerce Code, then in order to preserve to the Owners of the Bonds the perfection of the security interest in said pledge, the County agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business and Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Appropriation of Available Funds. There is hereby appropriated from funds of the County lawfully available for such purpose a sum sufficient to pay the interest and/or principal to become due on the Bonds prior to receipt of applicable tax receipts.

Section 8. DEFEASANCE OF BONDS. (a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Bond Order, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the County with the Paying Agent/Registrar or commercial bank or trust company for the payment of its services until all Defeased Bonds shall have become due and payable or (3) any combination of (1) and (2). At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied as provided in this Bond Order, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Bond as aforesaid when proper notice of redemption of such Bonds shall have been given, in accordance with this Bond Order. Any money so deposited with the Paying Agent/Registrar or commercial bank or trust company as provided in this Section may at the discretion of the

Commissioners Court also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section which is not required for the payment of such Bond and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be turned over to the Commissioners Court.

(c) Notwithstanding any provision of any other Section of this Bond Order which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Bonds and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Bonds and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the County shall make proper arrangements to provide and pay for such services as required by this Bond Order.

(d) Notwithstanding anything elsewhere in this Bond Order, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Bond affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Bond to be paid at its maturity, the County retains the right under Texas law to later call that Defeased Bond for redemption in accordance with the provisions of the Bond Order authorizing its issuance, the County may call such Defeased Bond for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Bond as though it was being defeased at the time of the exercise of the option to redeem the Defeased Bond and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Bond.

Section 9. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS. (a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new Bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the Registered Owner applying for a replacement bond shall furnish to the County and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them

harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the Registered Owner shall furnish to the County and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation of the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the County may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement Bond, the Paying Agent/Registrar shall charge the Registered Owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the County whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Bond Order equally and proportionately with any and all other Bonds duly issued under this Bond Order.

(e) Authority for Issuing Replacement Bonds. In accordance with Subchapter D of Texas Government Code, Chapter 1201, this Section 9 shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the County or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 4(a) of this Bond Order for Bonds issued in conversion and exchange for other Bonds.

Section 10. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The County Judge is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds the Comptroller of Public Accounts (or a deputy designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of the Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the County's Bond Counsel and the assigned CUSIP numbers may, at the option of the County, be printed on the Bonds issued and delivered under this Bond Order, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Bonds. In addition, if bond insurance or other credit enhancement is obtained, the Bonds may bear an appropriate legend.

Section 11. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON TAX-EXEMPT BONDS. (a) Covenants. The County covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Tax-Exempt Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the County covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Tax-Exempt Bonds or the projects financed or refinanced therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds of the Bonds or the projects financed therewith are so used, such amounts, whether or not received by the County, with respect to such private business use, do not, under the terms of this Bond Order or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed or refinanced therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Tax-Exempt Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Tax-Exempt Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Tax-Exempt Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Tax-Exempt Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with –

(A) proceeds of the Tax-Exempt Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90

days or less until such proceeds are needed for the purpose for which the bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section l.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Tax-Exempt Bonds;

(7) to otherwise restrict the use of the proceeds of the Tax-Exempt Bonds or amounts treated as proceeds of the Tax-Exempt Bonds, as may be necessary, so that the Tax-Exempt Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Tax-Exempt Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Tax-Exempt Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Tax-Exempt Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Tax-Exempt Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the County for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The County understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding Tax-Exempt Bonds, transferred proceeds (if any) and proceeds of the refunded Tax-Exempt Bonds expended prior to the date of issuance of the Tax-Exempt Bonds. It is the understanding of the County that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Tax-Exempt Bonds, the County will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Tax-Exempt Bonds under section 103 of the Code. In furtherance of such intention, the County hereby authorizes and directs the County Auditor to execute any documents, certificates or reports required by the Code and to make such elections,

on behalf of the County, which may be permitted by the Code as are consistent with the purpose for the issuance of the Tax-Exempt Bonds. This Bond Order is intended to satisfy the official intent requirements set forth in Section 1.150-2 of the Treasury Regulations.

(d) Disposition of Project. The County covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the County of cash or other compensation, unless the County obtains an opinion of nationally recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Tax-Exempt Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the County shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Allocation of, and Limitation on, Expenditures for Project. The County covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Bond Order on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (i) the expenditure is made, or (ii) the purposes for which the Tax-Exempt Bonds are issued have been accomplished. The foregoing notwithstanding, the County shall not expend sale proceeds or investment earnings thereon more than 60 days after the earlier of (i) the fifth anniversary of the delivery of the Tax-Exempt Bonds, or (ii) the date the Bonds are retired, unless the County obtains an opinion of nationally recognized bond counsel that such expenditure will not adversely affect the tax-exempt status of the Tax-Exempt Bonds. For purposes hereof, the County shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 12. TAXABLE BONDS. (a) To the extent required by the Code and the regulations, it shall be the duty of the Paying Agent/Registrar to report to the Owners of the Taxable Bonds and the Internal Revenue Service (i) the amount of "reportable payments," if any, subject to back up withholding during each year and the amount of tax withheld, if any, with respect to the payments on the Taxable Bonds and (ii) the amount of interest or amount treated as interest, such as original issue discount, on the Taxable Bonds required to be included in the gross income of the owners thereof for federal income tax purposes.

(b) It is the intention of the Commissioners Court that the Taxable Bonds not be obligations described in section 103 of the Internal Revenue Code of 1986 interest on which is excludable from the gross income of the holders and in that regard the Commissioners Court agrees not to file a form 8038-G, or any comparable information return relating to tax-exempt obligations, with the Internal Revenue Service.

Section 13. REMEDIES IN EVENT OF DEFAULT. (a) Events of Default. Each of the following occurrences or events for the purpose of this Bond Order is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the County, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Bonds, including, but not limited to, their prospect or ability to be repaid in accordance with this Bond Order, and the continuation thereof for a period of 60 days after written notice of such default is given by any Registered Owner to the County.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the County, or any official, officer or employee of the County in their official capacity, for the purpose of protecting and enforcing the rights of the Registered Owners under this Bond Order, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Bond Order, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Bond Order.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Bond Order, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Bond Order do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the County or the Commissioners Court.

Section 14. INTEREST EARNINGS ON BOND PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Bonds shall be used along with other bond proceeds for the purpose for which the Bonds are issued set forth in Section 1 hereof; provided that after completion of such purpose, if any of such interest earnings remain on hand,

such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on bond proceeds which are required to be rebated to the United States of America pursuant to Section 11 hereof in order to prevent the Bonds from being arbitrage Bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 15. APPROVAL OF OFFICIAL STATEMENT AND PAYING AGENT/REGISTRAR AGREEMENT. The Pricing Officer is hereby authorized to approve and deem final the Preliminary Official Statement, the Official Statement relating to the Bonds and any addenda, supplement or amendment thereto, and to deem such documents final in accordance with Rule 15c2-12. The County further approves the distribution of such Official Statement in the reoffering of the Bonds, with such changes therein or additions thereto as the Pricing Officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof.

A Paying Agent/Registrar Agreements by and between the County and the paying agent/registrar, ("Paying Agent Agreement") in substantially the form and substance previously approved by the County is hereby approved and the Pricing Officer is hereby authorized and directed to complete, amend, modify and execute the Paying Agent Agreement, as necessary.

Section 16. CONTINUING DISCLOSURE UNDERTAKING. (a) Annual Reports. The County shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the County ending in or after 2025, financial information and operating data with respect to the County of the general type included in the final Official Statement authorized by Section 14 of this Bond Order, being information of the type described in the Pricing Certificate, including financial statements of the County if audited financial statements of the County are then available, and (2) if not provided as part of such financial information and operating data, audited financial statements of the County, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit "A" hereto, or such other accounting principles as the County may be required to employ from time to time pursuant to state law or regulation, and in substantially the form included in the official statement, and (ii) audited, if the County commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the County shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

If the County changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the County otherwise would be required to provide financial information and operating data pursuant to this Section.

(b) Event Notices. The County shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Bonds:

1. Principal and interest payment delinquencies;

2. Non-payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701–TEB) or other material notices or determinations with respect to the tax-exempt status of the Tax-Exempt Bonds, or other material events affecting the tax-exempt status of the Tax-Exempt Bonds

7. Modifications to rights of holders of the Bonds, if material;

8. Bond calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the Bonds, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event of the County;

13. The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

15. Incurrence of a Financial Obligation of the County, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the County any of which affect security holders, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the County, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the County in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the County in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or government authority having supervision or jurisdiction over substantially all of the assets or business of the County, and (b) the County intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The County shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the County to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(d) Limitations, Disclaimers, and Amendments. The County shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the County remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the County in any event will give notice of any deposit made in accordance with Section 8 of this Bond Order that causes the Bonds no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The County undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The County does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE COUNTY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the County in observing or performing its obligations under this Section shall comprise a breach of or default under this Bond Order for purposes of any other provision of this Bond Order.

Should the Rule be amended to obligate the County to make filings with or provide notices to entities other than the MSRB, the County hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the County under federal and state securities laws.

The provisions of this Section may be amended by the County from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the County, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Bond Order that authorizes such an amendment) of the outstanding Bonds consents to such amendment or (b) a person that is unaffiliated with the County (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the holders and beneficial owners of the Bonds. If the County so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The County may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

(d) Format, Identifying Information, and Incorporation by Reference. All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB.

Financial information and operating data to be provided pursuant to subsection (b) of this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

Section 17. AMENDMENT OF BOND ORDER. The County hereby reserves the right to amend this Bond Order subject to the following terms and conditions, to-wit:

(a) The County may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Bond Order in order to (i) cure any ambiguity, defect or omission in this Bond Order that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Bond Order and that shall not materially adversely affect the interests of the holders, (iv) qualify this Bond Order under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Bond Order as shall not be inconsistent with the provisions of this Bond Order and that shall not in the opinion of the County's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Bonds aggregating in principal amount 51% of the aggregate principal amount of then Outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the County; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then Outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Bond Order or in any of the Bonds so as to:

(1) Make any change in the maturity of any of the Outstanding Bonds;

(2) Reduce the rate of interest borne by any of the Outstanding Bonds;

(3) Reduce the amount of the principal of, or redemption premium, if any, payable on any Outstanding Bonds;

(4) Modify the terms of payment of principal or of interest or redemption premium on Outstanding Bonds or any of them or impose any condition with respect to such payment; or

(5) Change the minimum percentage of the principal amount of any series of Bonds necessary for consent to such amendment.

(c) If at any time the County shall desire to amend this Bond Order under this Section, the County shall send by U.S. mail to each registered owner of the affected Bonds a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the County for inspection by all holders of such Bonds.

(d) Whenever at any time within one year from the date of publication of such notice the County shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Bonds then Outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that

shall specifically consent to and approve such amendment, the County may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory order pursuant to the provisions of this Section, this Bond Order shall be deemed to be modified and amended in accordance with such amendatory order, and the respective rights, duties, and obligations of the County and all holders of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the County, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Bonds then Outstanding have, prior to the attempted revocation, consented to and approved the amendment.

Section 18. NO RECOURSE AGAINST COUNTY OFFICIALS. No recourse shall be had for the payment of principal of or interest on the Bonds or for any claim based thereon or on this Bond Order against any official of the County or any person executing any Bonds.

Section 19. FURTHER ACTIONS. The officers and employees of the County are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the County all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Bond Order, the Bonds, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, the Bond Purchase Agreement, the Escrow Agreement and the Official Statement. In addition, prior to the initial delivery of the Bonds, the County Judge, the County Clerk, the County Treasurer, the Financial Advisor, the County Attorney, and Bond Counsel are hereby authorized and directed to approve any changes or corrections to this Bond Order or to any of the instruments authorized and approved by this Bond Order necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Bond Order and as described in the Official Statement or (ii) obtain the approval of the Bonds by the Texas Attorney General's office.

In case any officer of the County whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 20. NONPRESENTMENT OF BONDS. If any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or if the Maturity Amounts of Premium Compound Interest Bond become due, if moneys sufficient to pay such Bond shall have been deposited with the Paying Agent/Registrar, it shall be the duty of

the Paying Agent/Registrar to hold such moneys, without liability to the County, any Owner, or any other person for interest thereon, for the benefit of the Owner of such Bond.

Any moneys so deposited with and held by the Paying Agent/Registrar due to nonpresentment of Bonds must be retained by the Paying Agent/Registrar for a period of at least two years after the final maturity date of the Bonds or advance refunding date, if applicable. Thereafter, to the extent permitted by the unclaimed property laws of the State, such amounts shall be paid by the Paying Agent/Registrar to the County, free from the trusts created by this Bond Order and Owners shall be entitled to look only to the County for payment, and then only to the extent of the amount so repaid by the Paying Agent/Registrar.

Section 21. EFFECT OF SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS. Whenever this Bond Order requires any action to be taken on a Saturday, Sunday, or legal holiday, such action shall be taken on the first business day occurring thereafter. Whenever in this Bond Order the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on a Saturday, Sunday, or legal holiday, such time shall continue to run until midnight on the next succeeding business day.

Section 22. PARTIAL INVALIDITY. If any one or more of the covenants or agreements or portions thereof provided in this Bond Order on the part of the County should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, or such agreement or agreements, or such portions thereof, shall be deemed severable from the remaining covenants and agreements or portions thereof provided in this Bond Order and the invalidity thereof shall in no way affect the validity of the other provisions of this Bond Order or of the Bonds, but the Owners of the Bonds shall retain all the rights and benefits accorded to them hereunder and under any applicable provisions of law.

Section 23. BOND INSURANCE. (a) Purchase of Insurance. In connection with the sale of the Bonds, the County may obtain municipal bond insurance policies from one or more Bond Insurers to guarantee the full and complete payment required to be made by or on behalf of the County on some or all of the Bonds as determined by the Pricing Officer. The Pricing Officer is hereby authorized to sign a commitment letter with a Bond Insurer and to pay the premium for the bond insurance policies at the time of the delivery of the Bonds out of the proceeds of sale of the Bonds or from other available funds and to execute such other documents and certificates as necessary in connection with the bond insurance policies as he or she may deem appropriate. Printing on Bonds covered by the bond insurance policies a statement describing such insurance, in form and substance satisfactory to a Bond Insurer and the Pricing Officer, is hereby approved and authorized. The Pricing Certificate may contain provisions related to the bond insurance policies, including payment provisions thereunder, and the rights of a Bond Insurer, and any such provisions shall be read and interpreted as an integral part of this Bond Order.

(b) Rights of Bond Insurer(s). As long as a Bond Insurer is not in default on the related bond insurance policy for the Bonds or in bankruptcy, the Bond Insurer shall be deemed to be the sole Owner of such Bonds insured by it for all purposes of this Bond Order.

Section 24. **CREDIT AGREEMENT.** To the extent permitted by law, the County reserves the right to enter into Credit Agreements in connection with the Bonds, upon the written opinion of the County Auditor that such Credit Agreements are in the best interest of the County given the market conditions at the time.

Section 25. **INTERPRETATIONS.** All terms defined herein and all pronouns used in this Bond Order shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Bond Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Bond Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the lien on and pledge to secure the payment of the Bonds.

Section 26. **INCONSISTENT PROVISIONS.** All orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provisions of this Bond Order are hereby repealed to the extent of such conflict and the provisions of this Bond Order shall be and remain controlling as to the matters contained herein.

Section 27. **INTERESTED PARTIES.** Nothing in this Bond Order expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the County and the registered owners of the Bonds, any right, remedy or claim under or by reason of this Bond Order or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Bond Order contained by and on behalf of the County shall be for the sole and exclusive benefit of the County and the registered owners of the Bonds.

Section 28. **SEVERABILITY**. The provisions of this Bond Order are severable; and in case any one or more of the provisions of this Bond Order or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, the remainder of this Bond Order nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

Section 29. **REPEALER**. All orders and resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 30. **NO PERSONAL LIABILITY.** No covenant or agreement contained in the Bonds, this Bond Order or any corollary instrument shall be deemed to be the covenant or agreement of any member of the Commissioners Court or any officer, agent, employee or representative of the County in his individual capacity, and neither the Commissioners Court, directors, members, officers, agents, employees or representatives of the County nor any person executing the Bonds shall be personally liable thereon or be subject to any personal liability for damages or otherwise or accountability by reason of the issuance thereof, or any actions taken or duties performed in relation to the issuance of the Bonds, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such

liability being expressly released and waived as a condition of and in consideration for the issuance of the Bonds.

Section 31. **PAYMENT OF ATTORNEY GENERAL FEE**. The County hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Bonds or (ii) $9,500, per Series provided that such fee shall not be less than $750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the County's staff is hereby instructed to take the necessary measures to make this payment. The County is also authorized to reimburse the appropriate County funds for such payment from proceeds of the Bonds.

EXHIBIT A

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

Accounting Principles

The accounting principles of the County relating to funds and account groups will conform to generally accepted accounting principles (GAAP) as applied to governmental entities.

Commissioners Court - Regular Session **48.**

Meeting Date: 05/13/2025

Limited Tax Park Bonds 2025

Submitted For: Julie Kiley **Submitted By:** Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consideration and action with respect to "Order Authorizing the Issuance of Williamson County, Texas Limited Tax Park Bonds in One or More Series; Levying an Ad Valorem Tax in Support of the Bonds; Approving the Forms of Paying Agent/Registrar Agreements and Purchase Agreements; Establishing the Procedures for Selling and Delivering One or More Series of the Bonds; and Authorizing Other Matters Relating to the Bonds"

Background

This is the first issuance of the Voter Authorized 2023 Park Bonds. Bond Counsel with McCall Parkhurst & Horton will be available to answer questions.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Park Bond Order Series 2025

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/08/2025 01:09 PM
Form Started By: Julie Kiley		Started On: 05/07/2025 08:52 PM
Final Approval Date: 05/08/2025		

ORDER AUTHORIZING THE ISSUANCE OF WILLIAMSON COUNTY, TEXAS LIMITED TAX PARK BONDS IN ONE OR MORE SERIES; LEVYING AN AD VALOREM TAX IN SUPPORT OF THE BONDS; APPROVING THE FORMS OF PAYING AGENT/REGISTRAR AGREEMENTS AND PURCHASE AGREEMENTS; ESTABLISHING THE PROCEDURES FOR SELLING AND DELIVERING ONE OR MORE SERIES OF THE BONDS; AND AUTHORIZING OTHER MATTERS RELATING TO THE BONDS

Adopted May 13, 2025

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EXHIBIT A Description of Annual Financial Information

ORDER AUTHORIZING THE ISSUANCE OF WILLIAMSON COUNTY, TEXAS LIMITED TAX PARK BONDS IN ONE OR MORE SERIES; LEVYING AN AD VALOREM TAX IN SUPPORT OF THE BONDS; APPROVING THE FORMS OF PAYING AGENT/REGISTRAR AGREEMENTS AND PURCHASE AGREEMENTS; ESTABLISHING THE PROCEDURES FOR SELLING AND DELIVERING ONE OR MORE SERIES OF THE BONDS; AND AUTHORIZING OTHER MATTERS RELATING TO THE BONDS

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

WHEREAS, on the 8th day of August, 2023, in accordance with Chapter 1251, Texas Government Code, as amended, the Texas Election Code, as amended, and other general laws, the Commissioners Court of Williamson County, Texas (the "County") adopted an "Order Calling a Bond Election for November 7, 2023; Designating Voter Centers; Providing for Early voting and Election Date Voting; Providing for Performance of Required Administrative Duties; Providing for Conducting the Election; and Providing for Other Matters related to Such Election" with such election held within the County November 7, 2023 to submit to the voters of the County two different propositions to authorize the bonds hereinafter stated; and

WHEREAS, the voters of the County authorized the Commissioners Court of the County to issue the bonds set forth in Proposition A which aggregates $825,000,000 in principal amount for road projects and Proposition B which aggregates $59,000,000 in principal amount for park purposes; and

WHEREAS, the Commissioners Court of the County has determined it is in the best interest of the County to issue one or more series of bonds from Proposition B; and

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS:

Section 1. **RECITALS, AMOUNT AND PURPOSE OF THE BONDS**. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this section. The bond or bonds of the County are hereby authorized to be issued and delivered in accordance with the Constitution and the laws of the State of Texas, including particularly Chapters 1251 and 1371, Texas Government Code, as amended, and Chapter 331, Texas Local Government Code, as amended, to be issued and delivered in the aggregate principal amount not to exceed $30,000,000 for the purpose of funding park projects as set forth in Proposition B and pay certain costs of issuance of the Bonds. The park bonds may be issued in combination with any limited tax refunding bonds, if such refunding bonds are issued.

Section 2. **DEFINITIONS**. When used in this Bond Order, except in Section 5, and in any resolution or order amendatory or supplemental hereto, the terms listed below shall have

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the meanings specified below, unless it is otherwise expressly provided or unless the context otherwise requires:

"Accreted Value" means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof, plus all interest accrued and compounded to the particular date of calculation, as determined in accordance with the Pricing Certificate and the Accretion Table attached as an exhibit to each Pricing Certificate relating to the Bonds that shows the Accreted Value per $5,000 maturity amount on the calculation date of maturity to its maturity.

"Accretion Table" means the exhibit attached to each Pricing Certificate, if necessary, that sets forth the rounded original principal amounts at the Issuance Date for the Premium Compound Interest Bonds and the Accreted Values and maturity amounts thereof as of each Compounding Date until final maturity.

"Authorized Denominations" means the denomination of $5,000 or any integral multiple thereof with respect to the Current Interest Bonds and in the denomination of $5,000 in maturity amount or any integral multiple thereof with respect to the Premium Compound Interest Bonds.

"Bonds" means and includes collectively the Premium Compound Interest Bonds and Current Interest Bonds initially issued and delivered for each Series pursuant to this Bond Order and the respective Pricing Certificate for the Bonds and all substitute Bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

"Bond Order" or "Order" means this order of the Commissioners Court authorizing the issuance of one or more Series the Bonds.

"Business Day" means any day which is not a Saturday, Sunday or a day on which the Paying Agent/Registrar is authorized by law or executive order to remain closed.

"Commissioners Court" means the governing body of the County.

"Compounded Amount" means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof plus all interest accrued and compounded to the particular date of calculation.

"Compounding Dates" means the dates on which interest is compounded on the Premium Compound Interest Bonds as set forth in the Accretion Table attached to each Pricing Certificate.

"County" means Williamson County, Texas and any other public agency succeeding to the powers, rights, privileges, and functions of the County and, when appropriate, the Commissioners Court of the County.

"Current Interest Bonds" means the Bonds paying current interest and maturing in each of the years and in the aggregate principal amounts set forth in each Pricing Certificate.

"Defeasance Securities" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the Commissioners Court adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the Commissioners Court adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Bonds.

"Federal Securities" means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America (including Interest Strips of the Resolution Funding Corporation).

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"Fiscal Year" means the twelve-month accounting period for the County, which presently is the twelve-month period beginning on October 1 of each year and ending on September 30 of the following year, but which may be changed from time to time by the Commissioners Court.

"Initial Bond(s)" means the Bond(s) authorized, issued, and initially delivered as provided in Section 3 of this Bond Order.

"Interest Payment Date" means a date on which interest on the Current Interest Bonds is due and payable as set forth in each Pricing Certificate.

"Issuance Date" means the date of delivery of a Series of the Bonds.

"MSRB" means the Municipal Securities Rulemaking Board.

"Outstanding" when used with reference to Bonds, means, as of a particular date, all Bonds theretofore and thereupon delivered except; (a) any Bond canceled by or on behalf of the County at or before said date, (b) any Bond defeased or no longer considered Outstanding pursuant to the provisions of this Bond Order or otherwise defeased as permitted by applicable law and (c) any such Bond in lieu of or in substitution for which another Bond shall have been delivered pursuant to this Bond Order.

"Premium Compound Interest Bonds" means the Bonds on which no interest is paid prior to maturity, maturing in various amounts and in the aggregate principal amount as set forth in each Pricing Certificate.

"Pricing Certificate" means each Pricing Certificate of the County's Pricing Officer to be executed and delivered pursuant to Section 3 hereof in connection with the issuance of one or more series of the Bonds.

"Pricing Officer" means the County Auditor, acting as the designated pricing officer of the County to execute each Pricing Certificate. In the absence of the County Auditor, the County Judge may act as the designated pricing officer of the County to execute each Pricing Certificate.

"Record Date" means, with respect to an Interest Payment Date, those dates set forth in each Pricing Certificate.

"Redemption Date" means a date fixed for redemption of any Bond pursuant to the terms of this Bond Order and each Pricing Certificate.

"Register" means the registry system maintained on behalf of the County by the Registrar in which are listed the names and addresses of the Registered Owners and the principal amount of Bonds registered in the name of each Registered Owner.

"Registered Owner" means any person or entity in whose name a Bond is registered.

"Registrar" or "Paying Agent/Registrar" means the bank, trust company, financial institution, or other entity designated by the Pricing Officer to act as paying agent and registrar for the Bonds in accordance with the terms of this Bond Order.

"Replacement Bonds" means the Bonds authorized by the County to be issued in substitution for lost, apparently destroyed, or wrongfully taken Bonds as provided in Section 9 of this Bond Order.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"Series" means any designated series of Bonds issued pursuant to this Bond Order.

"Tax-Exempt Bonds" means each Series of Bonds bearing interest which is excludable from gross income for federal taxation purposes pursuant to Section 103 of the IRS Code.

"Taxable Series" means each Series of Bonds bearing interest at a taxable rate.

"Tax-Exempt Series" means each Series of Tax-Exempt Bonds.

"Underwriter" means the senior managing underwriter as selected by the Pricing Officer for each series of the Bonds issued pursuant to this Bond Order and the other co-managers for each Series of Bonds as the Pricing Officer deems appropriate.

Section 3. DESIGNATION, DATE, DENOMINATIONS, NUMBERS AND DELEGATION TO PRICING OFFICER. (a) Each bond issued pursuant to this Order shall be designated: **"WILLIAMSON COUNTY, TEXAS LIMITED TAX PARK BOND"** and initially there shall be issued, sold, and delivered hereunder one or more Series of fully registered Bonds, without interest coupons, which may be in the form of Current Interest Bonds or Premium Compound Interest Bonds, numbered consecutively from R-1 upward, in the case of Current Interest Bonds, and from PC-1 upward, in the case of Premium Compound Interest Bonds (except the Initial Bond delivered to the Attorney General of the State of Texas which shall be numbered T-1 and TPC-1, respectively) payable to the respective initial Registered Owners thereof, or to the registered assignee or assignees of said Bonds or any portion or portions thereof, in Authorized Denominations, maturing not later than February 15, 2045, serially or otherwise on the dates, in the years and in the principal amounts, respectively, and dated, all as set forth in the Pricing Certificate to be executed and delivered by the Pricing Officer pursuant to Section 3(b) below. The Pricing Certificate is hereby incorporated in and made a part of this Bond Order. The title of each of the Bonds shall be designated by the year in which it is awarded pursuant to Section 3(b) below. The authority for the Pricing Officer to execute and deliver a Pricing Certificate shall expire at 5:00 p.m. C.S.T. on May 13, 2026. Bonds priced on or before May 13, 2026 may be delivered to the Underwriters or purchasers, as applicable, after such date.

(b) As authorized by Section 1371.053, Texas Government Code, as amended, the Pricing Officer is hereby authorized to act on behalf of the County in selling and delivering one or more Series of the Bonds, determining if a Series of Bonds is a Tax-Exempt Series or a Taxable Series and carrying out the other procedures specified in this Bond Order, including determining the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the aggregate principal amount of Current Interest Bonds and Premium Compound Interest Bonds, the rate or rates of interest to be borne by each such maturity, the interest payment periods, the dates, price, and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the County, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of the Bonds, all of which shall be specified in each Pricing Certificate; provided that (i) the price to be paid for a Series of the Bonds shall not be less than 90% of the aggregate original principal amount thereof plus accrued interest, if any, thereon from its date to its delivery and (ii) the net effective interest rate of the Bonds, or yield in the case of Premium Compound Interest Bonds, shall not be greater than the maximum rate allowed by law. In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not to exceed the amount authorized in Section 1, which shall be sufficient to provide for the purposes for which the Bonds are authorized and to pay the costs of issuing the Bonds.

(c) To achieve advantageous borrowing costs for the County, the Bonds shall be sold on a negotiated, placement or competitive basis as determined by the Pricing Officer in each Pricing Certificate. In determining whether to sell the Bonds by negotiated, placement or competitive sale, the Pricing Officer shall take into account any material disclosure issues which might exist at the time, the market conditions expected at the time of the sale and any other matters which, in the judgment of the Pricing Officer, might affect the net borrowing costs on a Series of the Bonds.

If the Pricing Officer determines that the Bonds should be sold at a competitive sale, the Pricing Officer shall cause to be prepared a notice of sale and official statement in such manner as the Pricing Officer deems appropriate, to make the notice of sale and official statement available to those institutions and firms wishing to submit a bid for the Bonds, to receive such bids, and to award the sale of the Bonds to the bidder submitting the best bid in accordance with the provisions of the notice of sale.

If the Pricing Officer determines that the Bonds should be sold by a negotiated sale or placement, the Pricing Officer shall designate the placement purchaser or the Underwriter for the Bonds and such additional investment banking firms as the Pricing Officer deems appropriate to assure that the Bonds are sold on the most advantageous terms to the County. The Pricing Officer, acting for and on behalf of the County, is authorized to enter into and carry out a Bond Purchase Contract or other agreement for a Series of the Bonds to be sold by negotiated sale or placement, with the Underwriters or placement purchasers respectively, at such price, with and subject to such terms as determined by the Pricing Officer pursuant to Section 3(b) above. Each Bond Purchase Contract or other agreement shall be substantially in the form and substance previously approved by the County in connection with the previously issued ad valorem tax debt with such changes as are acceptable to the Pricing Officer.

(d) The Current Interest Bonds shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF BONDS set forth in this Bond Order to their respective dates of maturity or redemption at the rates per annum set forth in each Pricing Certificate.

The Premium Compound Interest Bonds shall bear interest from the Issuance Date, calculated on the basis of a 360-day year composed of twelve 30-day months (subject to rounding to the Compounded Amounts thereof), compounded on the Compounding Dates as set forth in each Pricing Certificate, and payable, together with the principal amount thereof, in the manner provided in the Form of Bonds at the rates set forth in the Pricing Certificate. Attached to each Pricing Certificate, if Premium Compound Interest Bonds are to be issued, shall be the Accretion Table. The Accreted Value with respect to any date other than a Compounding Date is the amount set forth on the Accretion Table with respect to the last preceding Compounding Date, plus the portion of the difference between such amount and the amount set forth on the Accretion Table with respect to the next succeeding Compounding Date that the number of days (based on 30-day months) from such last preceding Compounding Date to the date for which such determination is being calculated bears to the total number of days (based on 30-day months) from such last preceding Compounding Date to the next succeeding Compounding Date.

Section 4. CHARACTERISTICS OF THE BONDS. (a) Registration, Transfer, Conversion and Exchange; Authentication. The County shall keep or cause to be kept at the paying agent/registrar designated by the Pricing Officer (the "Paying Agent/Registrar") books or records for the registration of the transfer and exchange of the Bonds (the "Register"), and the County hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers and exchanges under such reasonable regulations as the County and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations and conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Register the address of the Registered Owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The County shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Register confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The County shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Bond Order. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

Except as provided in Section 4(c) of this Bond Order, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for exchange. No additional orders or resolutions need be passed or adopted by the Commissioners Court of the County or any other body or person so as to accomplish the foregoing exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Chapter 1201, Texas Government Code, as amended, and particularly Subchapter D thereof, the duty of exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Bond Order, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) Payment of Bonds and Interest. The County hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Bond Order and the Pricing Certificate. The Paying Agent/Registrar shall keep proper records of all payments made by the County and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Bond Order. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new Record Date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and

when funds for the payment of such interest have been received from the County. Notice of the past due interest shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may be transferred and assigned, (iii) may be exchanged for other Bonds, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Bonds shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the County shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the Pricing Certificate and the FORM OF BOND set forth in this Bond Order. The Initial Bond(s) are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in exchange for any Initial Bond or Bonds issued under this Bond Order the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BOND.

(d) Substitute Paying Agent/Registrar. The County covenants with the Registered Owners of the Bonds that at all times while the Bonds are outstanding the County will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Order, and that the Paying Agent/Registrar will be one entity. The County reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective at such time which will not disrupt or delay payment on the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the County covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Bond Order. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Register (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the County. Upon any change in the Paying Agent/Registrar, the County promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Bond Order, and a certified copy of this Bond Order shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry-Only System. The Bonds issued in exchange for the Initial Bond initially issued as provided in Section 4(h) shall be issued in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC") and except as

provided in subsection (f) hereof, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the County and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC participants (the "DTC Participant") or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the County and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Register, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any person, other than a Registered Owner, as shown on the Register of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Bond Order to the contrary, but to the extent permitted by law, the County and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of and interest, with respect to such Bond, for the purposes of registering transfers with respect to such Bond, and for all other purposes of registering transfers with respect to such Bonds, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective Registered Owners, as shown in the Register as provided in this Bond Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Register, shall receive a Bond evidencing the obligation of the County to make payments of principal, and interest pursuant to this Bond Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Bond Order with respect to interest checks being mailed to the registered owner at the close of business on the Record Date the word "Cede & Co." in this Bond Order shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the County determines to discontinue the book-entry system through DTC or a successor or DTC determines to discontinue providing its services with respect to the Bond, the County shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names the Registered Owner transferring or exchanging Bond shall designate, in accordance with the provisions of this Bond Order.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Bond Order to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Blanket Issuer Letter of Representations of the County to DTC.

(h) Initial Bond(s). The Bonds herein authorized shall be initially issued as fully registered Bonds, being one Bond in the denomination of the applicable principal amount and the Initial Bond shall be registered in the name of the Underwriter. The Initial Bond shall be the Bond submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Underwriters or initial purchaser, as applicable. Immediately after the delivery of the Initial Bond(s), the Paying Agent/Registrar shall cancel the Initial Bond(s) delivered hereunder and exchange therefor Bonds in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of DTC and except as provided in Section 4(f) herein, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(i) DTC Blanket Letter of Representations. The County confirms execution of a Blanket Issuer Letter of Representations with DTC establishing the Book-Entry-Only System which will be utilized with respect to each Series of the Bonds.

Section 5. FORM OF BOND. The form of the Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Bond Order, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Bond Order and the Pricing Certificate.

FORM OF FIRST PARAGRAPHS OF CURRENT INTEREST BONDS

NO. R-	**UNITED STATES OF AMERICA** **STATE OF TEXAS** **WILLIAMSON COUNTY**	**PRINCIPAL AMOUNT** **$_____**

WILLIAMSON COUNTY, TEXAS
LIMITED TAX PARK BONDS,
SERIES _____ *

INTEREST RATE	**DATE OF BOND**	**MATURITY DATE**	**CUSIP NO.**

REGISTERED OWNER:

PRINCIPAL AMOUNT: **DOLLARS**

ON THE MATURITY DATE specified above, **WILLIAMSON COUNTY, TEXAS** (the "County"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon from _____*, on _____* and semiannually thereafter on each _____* and _____* to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; except that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the County and the securities depository.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity or upon the date fixed for its redemption prior to maturity, at the Paying Agent/Registrar at their office in _____, Texas (the "Designated Payment/Transfer Office"). The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the County required by the order authorizing the issuance of this Bond (the "Bond Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the close of business as of the last day of the month preceding each such date (the "Record Date") on the Register kept by the Paying Agent/Registrar (the "Register"). In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five Business

*As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

Days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

DURING ANY PERIOD in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the County and the securities depository.

ANY ACCRUED INTEREST due at maturity as provided herein or upon the redemption of this Bond prior to maturity shall be paid to the Registered Owner upon presentation and surrender of this Bond for payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The County covenants with the Registered Owner of this Bond that on or before each principal payment date, interest payment date and accrued interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Order, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

FORM OF FIRST PARAGRAPHS OF PREMIUM COMPOUND INTEREST BONDS

NO. R-	**UNITED STATES OF AMERICA** **STATE OF TEXAS** **WILLIAMSON COUNTY**	**MATURITY AMOUNT** **$_____**

WILLIAMSON COUNTY, TEXAS
LIMITED TAX PARK BONDS,
SERIES _____ *

INTEREST RATE	**ISSUANCE DATE**	**DATE OF BONDS**	**MATURITY DATE**

REGISTERED OWNER:

MATURITY AMOUNT: **DOLLARS**

ON THE MATURITY DATE specified above, **WILLIAMSON COUNTY, TEXAS** (the "County"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above representing the principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, calculated on the basis of a 360 day year comprised of twelve 30 day months, compounded semiannually on _____*

and _____* of each year commencing _____, 20___*. For convenience of reference a table of the "Accreted Value" per $5,000 Maturity Amount is printed on the reverse side of this Bond. The term "Accreted Value" as set forth in the table on the reverse side hereof shall mean the original principal amount plus initial premium per $5,000 Maturity Amount compounded semiannually on _____* and _____* at the yield shown on such table.

THE MATURITY AMOUNT of this Bond is payable in lawful money of the United States of America, without exchange or collection charges. The Maturity Amount of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity, at the designated office for payment of _____, which is the "Paying Agent/Registrar" for this Bond, and shall be drawn by the Paying Agent/Registrar on, and solely from, funds of the County required by the order authorizing the issuance of the Bonds (the "Bond Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided, payable to the Registered Owner hereof, as it appears on the Register kept by the Paying Agent/Registrar, as hereinafter described. The County covenants with the Registered Owner of this Bond that on or before the Maturity Date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Order, the amounts required to provide for the payment, in immediately available funds of the Maturity Amount, when due. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the County and the securities depository.

[FORM OF REMAINDER OF EACH BOND]

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the county where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a series of Bonds dated _____, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of **$_____*** **[CONSTITUTING $_____ CURRENT INTEREST BONDS AND $_____ PREMIUM COMPOUND INTEREST BONDS]** FOR THE PURPOSE OF FUNDING PARK PROJECTS AS SET FORTH IN PROPOSITION B AS PROVIDED IN THE PREAMBLE TO THIS ORDER AND PAYING CERTAIN COSTS OF ISSUANCE OF THE BONDS.**

*As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

**To be included only if Current Interest Bonds and Premium Compound Interest Bonds are both issued and completed as determined in the Pricing Certificate.

(INSERT REDEMPTION PROVISIONS AS PROVIDED IN THE PRICING CERTIFICATE)

ON _____[*], or on any date thereafter, the Bonds maturing on and after _____[*] may be redeemed prior to their scheduled maturities, at the option of the County, with funds derived from any available and lawful source, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption as a whole, or from time to time in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the County and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Bonds, or portions thereof, within such maturity to be redeemed (provided that a portion of a Bond may be redeemed only in integral multiples of $5,000).

[**THE BONDS MATURING ON** _____[*] are subject to mandatory sinking fund redemption prior to maturity in the following amounts, on the following dates and at a price of par plus accrued interest to the redemption date.

Term Bonds Maturing _____, 20___[†]

Redemption Date	**Principal Amount**
_____, 20___	$
_____, 20___	

_____
[†]Final Maturity

THE PRINCIPAL AMOUNT of the Bonds required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the County by the principal amount of any Bonds of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the County at a price not exceeding the principal amount of such Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and cancelled by the Paying Agent/Registrar at the request of the County with monies in the Interest and Sinking Fund at a price not exceeding the principal amount of the Bonds plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.][**]

NO LESS THAN 30 calendar days prior to the date fixed for any optional redemption, the County shall cause the Paying Agent/Registrar to send notice by United States mail, first-class postage prepaid to the Registered Owner of each Bond to be redeemed at its address as it appeared on the Register of the Paying Agent/Registrar at the close of business on the 45th day

[*]As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

[**]To be included only if certain maturities of Bonds are subject to mandatory sinking fund redemption as determined by the Pricing Officer in the Pricing Certificate.

prior to the redemption date and to major securities depositories, national bond rating agencies and bond information services; provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bonds. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed. If due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bonds shall be redeemed a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of $5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the County, all as provided in the Bond Order.

WITH RESPECT TO any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Bond Order have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the County, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the County shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, in the denomination of any integral multiple of $5,000. As provided in the Bond Order, this Bond, or any unredeemed portion hereof, may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of $5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Order. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of $5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of

Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the County. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing on the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date or (ii) with respect to any Bond or portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date; provided, however, such limitation of transfer shall not be applicable to an exchange by the Registered Owner of the unredeemed balance of the Bond.

WHENEVER the beneficial ownership of this Bond is determined by a book entry at a securities depository for the Bonds, the foregoing requirements of holding, delivering or transferring this Bond shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the County, resigns, or otherwise ceases to act as such, the County has covenanted in the Bond Order that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Bonds.

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond have been performed, existed, and been done in accordance with law; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the County, and have been pledged for such payment within the limits prescribed by law.

BY BECOMING the Registered Owner of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Bond Order, agrees to be bound by such terms and provisions, acknowledges that the Bond Order is duly recorded and available for inspection in the official minutes and records of the governing body of the County, and agrees that the terms and provisions of this Bond and the Bond Order constitute a contract between each Registered Owner hereof and the County.

IN WITNESS WHEREOF, the County has caused this Bond to be signed with the manual or facsimile signature of the County Judge of the County and countersigned with the

manual or facsimile signature of the County Clerk and County Treasurer, and has caused the official seal of the County to be duly impressed, or placed in facsimile, on this Bond.

_____ _____

County Clerk County Judge

_____

County Treasurer

[COUNTY SEAL]

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Bond is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Order described in the text of this Bond; and that this Bond has been issued in replacement of, or in exchange for, a Bond, Bonds, or a portion of a Bond or Bonds of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated

_____

_____, Texas

Paying Agent/Registrar

By_____

Authorized Representative

FORM OF ASSIGNMENT

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

_____

_____

Please insert Social Security or Taxpayer Identification Number of Transferee

_____

_____

Please print or typewrite name and address, including zip code, of Transferee

_____

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____	_____
NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company	NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular without alteration or enlargement or any change whatsoever

FORM OF REGISTRATION CERTIFICATE OF THE COMPTROLLER OF PUBLIC ACCOUNTS:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

_____
Comptroller of Public Accounts
of the State of Texas

[COMPTROLLER'S SEAL]

INSERTIONS FOR THE INITIAL CURRENT INTEREST BOND

The Initial Bond for a Current Interest Bond shall be in the form set forth in this Section, except that;

A. immediately under the name of the Current Interest Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"ON THE MATURITY DATE SPECIFIED BELOW, Williamson County, Texas (the "County"), being a political subdivision, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on _____* in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Maturity Date	Principal Amount	Interest Rate

(Information from Pricing Certificate to be inserted)

The County promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from _____* at the respective Interest Rate per annum specified above. Interest is payable on _____* and semiannually on each _____* and _____* thereafter to the date of payment of the principal installment specified above; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The Initial Bond for a Current Interest Bond shall be numbered "T-1" and the Initial Bond for a Premium Compound Interest Bond shall be numbered "TPC-1"

Section 6. INTEREST AND SINKING FUND. A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the County at an official depository bank of the County. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the County and shall be used only for paying the interest on and principal of said Bonds. All ad valorem taxes levied and collected for and on account of the Notes shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Bonds are outstanding and unpaid, the governing body of the County shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Notes as such principal matures (but never less than 2% of the original principal amount of the Notes as a sinking fund each year); and the tax shall be based on the latest approved tax rolls of the County, with full

* As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete the missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

*As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said County, for each year while any of the Bonds are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Any accrued interest on the Bonds shall be deposited in the Interest and Sinking Fund and used to pay interest on the Bonds.

Section 7. DISPOSITION OF PROCEEDS. Proceeds from the sale of the Bonds shall, promptly upon receipt thereof, be applied by the Pricing Officer as follows:

(i) any underwriting discount or fees for the Bonds may be retained by and/or wired directly to such parties;

(ii) any accrued interest shall be deposited into the Interest and Sinking Fund; and

(iii) an amount sufficient to pay the remaining costs of issuance of the Bonds and the cost of the projects authorized in Section 1 of this Bond Order.

Any sale proceeds of the Bonds remaining after making all deposits and payments provided for above shall be deposited into the Interest and Sinking Account and applied to the payment of and interest on the Current Interest Bonds and Maturity Amounts in the case of Premium Compound Interest Bond.

Accrued Interest and Premium. Any accrued interest on the Bonds shall be deposited in the Interest and Sinking Fund. Any premium on the Bonds shall be deposited as provided in the Pricing Certificate.

Interest Earnings. Interest earnings derived from the investment of proceeds from the sale of the Bonds shall be used along with the Bond proceeds for the purpose for which the Bonds are issued as set forth in Section 1 hereof or to pay principal or interest payments on the Bonds; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on bond proceeds which are required to be rebated to the United States of America pursuant to Section 11 hereof in order to prevent the Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Investment of Funds. The County hereby covenants that the proceeds of the sale of the Bonds will be used as soon as practicable for the purposes for which the Bonds are issued. Obligations purchased as an investment of money in any fund shall be deemed to be a part of such fund. Any money in any fund created by this Bond Order may be invested as permitted by the Public Funds Investment Act, as amended.

Security for Funds. All funds created by this Bond Order shall be secured in the manner and to the fullest extent required by law for the security of funds of the County.

Maintenance of Funds. Any funds created pursuant to this Bond Order, other than the Escrow Fund, may be created as separate funds or accounts or as subaccounts of the County's General Fund held by the County's depository, and, as such, not held in separate bank accounts, such treatment shall not constitute a commingling of the monies in such funds or of such funds and the County shall keep full and complete records indicating the monies and investments credited to each such fund.

Perfection. Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the ad valorem taxes granted by the County under this Section, and is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the ad valorem taxes granted by the County under this Section is to be subject to the filing requirements of Chapter 9, Business and Commerce Code, then in order to preserve to the Owners of the Bonds the perfection of the security interest in said pledge, the County agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business and Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Appropriation of Available Funds. There is hereby appropriated from funds of the County lawfully available for such purpose a sum sufficient to pay the interest and/or principal to become due on the Bonds prior to receipt of applicable tax receipts.

Section 8. DEFEASANCE OF BONDS. (a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Bond Order, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the County with the Paying Agent/Registrar or commercial bank or trust company for the payment of its services until all Defeased Bonds shall have become due and payable or (3) any combination of (1) and (2). At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied as provided in this Bond Order, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Bond as aforesaid when proper notice of redemption of such Bonds shall have been given, in accordance with this Bond Order. Any money so deposited with the Paying Agent/Registrar or commercial bank or trust company as provided in this Section may at the discretion of the Commissioners Court also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section which is not required for the payment of such Bond and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be turned over to the Commissioners Court.

(c) Notwithstanding any provision of any other Section of this Bond Order which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Bonds and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Bonds and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the County shall make proper arrangements to provide and pay for such services as required by this Bond Order.

(d) Notwithstanding anything elsewhere in this Bond Order, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Bond affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Bond to be paid at its maturity, the County retains the right under Texas law to later call that Defeased Bond for redemption in accordance with the provisions of the Bond Order authorizing its issuance, the County may call such Defeased Bond for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Bond as though it was being defeased at the time of the exercise of the option to redeem the Defeased Bond and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Bond.

Section 9. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS. (a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new Bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the Registered Owner applying for a replacement bond shall furnish to the County and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the Registered Owner shall furnish to the County and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the County may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement Bond, the Paying Agent/Registrar shall charge the Registered Owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the County whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Bond Order equally and proportionately with any and all other Bonds duly issued under this Bond Order.

(e) Authority for Issuing Replacement Bonds. In accordance with Subchapter D of Texas Government Code, Chapter 1201, this Section 9 shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the County or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 4(a) of this Bond Order for Bonds issued in conversion and exchange for other Bonds.

Section 10. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The County Judge is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds the Comptroller of Public Accounts (or a deputy designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of the Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the County's Bond Counsel and the assigned CUSIP numbers may, at the option of the County, be

printed on the Bonds issued and delivered under this Bond Order, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Bonds. In addition, if bond insurance or other credit enhancement is obtained, the Bonds may bear an appropriate legend.

Section 11. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE TAX-EXEMPT BONDS. (a) Covenants. The County covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Tax-Exempt Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the County covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Tax-Exempt Bonds or the projects financed or refinanced therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds of the Tax-Exempt Bonds or the projects financed therewith are so used, such amounts, whether or not received by the County, with respect to such private business use, do not, under the terms of this Order or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Tax-Exempt Bonds projects financed or refinanced therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Tax-Exempt Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Tax-Exempt Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Tax-Exempt Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Tax-Exempt Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code)

which produces a materially higher yield over the term of the Tax-Exempt Bonds, other than investment property acquired with –

(A) proceeds of the Tax-Exempt Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section l.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Tax-Exempt Bonds;

(7) to otherwise restrict the use of the proceeds of the Tax-Exempt Bonds or amounts treated as proceeds of the Tax-Exempt Bonds, as may be necessary, so that the Tax-Exempt Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Tax-Exempt Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Tax-Exempt Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Tax-Exempt Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Tax-Exempt Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the County for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The County understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Tax-Exempt Bonds. It is the understanding of the County that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Tax-Exempt Bonds, the County will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will

not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Tax-Exempt Bonds, the County agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Tax-Exempt Bonds under section 103 of the Code. In furtherance of such intention, the County hereby authorizes and directs the County Auditor to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the County, which may be permitted by the Code as are consistent with the purpose for the issuance of the Tax-Exempt Bonds. This Bond Order is intended to satisfy the official intent requirements set forth in Section 1.150-2 of the Treasury Regulations.

(d) Disposition of Project. The County covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the County of cash or other compensation, unless the County obtains an opinion of nationally recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Tax-Exempt Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the County shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Allocation of, and Limitation on, Expenditures for Project. The County covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Bond Order on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (i) the expenditure is made, or (ii) the purposes for which the Tax-Exempt Bonds are issued have been accomplished. The foregoing notwithstanding, the County shall not expend sale proceeds or investment earnings thereon more than 60 days after the earlier of (i) the fifth anniversary of the delivery of the Tax-Exempt Bonds, or (ii) the date the Bonds are retired, unless the County obtains an opinion of nationally recognized bond counsel that such expenditure will not adversely affect the tax-exempt status of the Tax-Exempt Bonds. For purposes hereof, the County shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 12. TAXABLE BONDS. (a) To the extent required by the Code and the regulations, it shall be the duty of the Paying Agent/Registrar to report to the Owners of the Taxable Bonds and the Internal Revenue Service (i) the amount of "reportable payments," if any, subject to back up withholding during each year and the amount of tax withheld, if any, with respect to the payments on the Taxable Bonds and (ii) the amount of interest or amount treated as interest, such as original issue discount, on the Taxable Bonds required to be included in the gross income of the owners thereof for federal income tax purposes.

(b) It is the intention of the Commissioners Court that the Taxable Bonds not be obligations described in section 103 of the Internal Revenue Code of 1986 interest on which is

excludable from the gross income of the holders and in that regard the Commissioners Court agrees not to file a form 8038-G, or any comparable information return relating to tax-exempt obligations, with the Internal Revenue Service.

Section 13. REMEDIES IN EVENT OF DEFAULT. (a) Events of Default. Each of the following occurrences or events for the purpose of this Bond Order is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the County, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Bonds, including, but not limited to, their prospect or ability to be repaid in accordance with this Bond Order, and the continuation thereof for a period of 60 days after written notice of such default is given by any Registered Owner to the County.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the County, or any official, officer or employee of the County in their official capacity, for the purpose of protecting and enforcing the rights of the Registered Owners under this Bond Order, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Bond Order, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Bond Order.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Bond Order, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Bond Order do not and shall never constitute or give

rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the County or the Commissioners Court.

(iv) None of the members of the Commissioners Court, nor any other official or officer, agent, or employee of the County, shall be charged personally by the Registered Owners with any liability, or be held personally liable to the Registered Owners under any term or provision of this Order, or because of any Event of Default or alleged Event of Default under this Order.

Section 14. INTEREST EARNINGS ON BOND PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Bonds shall be used along with other bond proceeds for the purpose for which the Bonds are issued set forth in Section 1 hereof; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on bond proceeds which are required to be rebated to the United States of America pursuant to Section 11 hereof in order to prevent the Bonds from being arbitrage Bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 15. APPROVAL OF OFFICIAL STATEMENT AND PAYING AGENT/REGISTRAR AGREEMENT. The Pricing Officer is hereby authorized to approve and deem final the Preliminary Official Statement, the Official Statement relating to the Bonds and any addenda, supplement or amendment thereto, and to deem such documents final in accordance with Rule 15c2-12. The County further approves the distribution of such Official Statement in the reoffering of the Bonds, with such changes therein or additions thereto as the Pricing Officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof.

One or more Paying Agent/Registrar Agreements by and between the County and the paying agent/registrar ("Paying Agent Agreement") in substantially the form and substance previously approved by the County is hereby approved and the Pricing Officer is hereby authorized and directed to complete, amend, modify and execute the Paying Agent Agreement, as necessary.

Section 16. CONTINUING DISCLOSURE UNDERTAKING. (a) Annual Reports. The County shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the County ending in or after 2025, financial information and operating data with respect to the County of the general type included in the final Official Statement authorized by Section 15 of this Bond Order, being information of the type described in each Pricing Certificate, including financial statements of the County if audited financial statements of the County are then available, and (2) if not provided as part of such financial information and operating data, audited financial statements of the County, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit "A" hereto, or such other accounting principles as the County may be required to employ from time to time pursuant to state law or regulation, and in substantially the form included in the official statement, and (ii) audited, if the County commissions an audit of such financial statements and the audit is completed within the period during which they must be

provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the County shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

If the County changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the County otherwise would be required to provide financial information and operating data pursuant to this Section.

(b) Event Notices. The County shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Bonds:

1. Principal and interest payment delinquencies;

2. Non-payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701–TEB) or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other material events affecting the tax-exempt status of the Bonds;

7. Modifications to rights of holders of the Bonds, if material;

8. Bond calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the Bonds, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event of the County;

13. The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to

undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

15. Incurrence of a Financial Obligation of the County, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the County any of which affect security holders, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the County, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the County in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the County in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or government authority having supervision or jurisdiction over substantially all of the assets or business of the County, and (b) the County intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in Section 2 of this Bond Order to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The County shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the County to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Limitations, Disclaimers, and Amendments. The County shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the County remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the County in any event will give notice of any deposit made in accordance with Section 8 of this Bond Order that causes the Bonds no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The County undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby

undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The County does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE COUNTY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the County in observing or performing its obligations under this Section shall comprise a breach of or default under this Bond Order for purposes of any other provision of this Bond Order.

Should the Rule be amended to obligate the County to make filings with or provide notices to entities other than the MSRB, the County hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the County under federal and state securities laws.

The provisions of this Section may be amended by the County from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the County, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Bond Order that authorizes such an amendment) of the outstanding Bonds consents to such amendment or (b) a person that is unaffiliated with the County (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the holders and beneficial owners of the Bonds. If the County so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The County may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

(d) Format, Identifying Information, and Incorporation by Reference. All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB.

Financial information and operating data to be provided pursuant to subsection (a) of this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

Section 17. NO RECOURSE AGAINST COUNTY OFFICIALS. No recourse shall be had for the payment of principal of or interest on the Bonds or for any claim based thereon or on this Bond Order against any official of the County or any person executing any Bonds.

Section 18. FURTHER ACTIONS. The County Judge, the County Auditor and the First Assistant County Auditor of the County (each an "Authorized Representative") are each hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the County all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this this Bond Order, the Bonds, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, the Bond Purchase Agreement, and the Official Statement.

In addition, prior to the initial delivery of the Bonds, each of the County Judge and the County Auditor are hereby authorized and directed to approve any technical changes or corrections to this Bond Order or to any of the instruments authorized and approved by this Bond Order necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Bond Order and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies or satisfy requirements of the Bond Insurer, or (iii) obtain the approval of the Bonds by the Texas Attorney General's office.

In case any officer of the County whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 19. INTERPRETATIONS. All terms defined herein and all pronouns used in this Bond Order shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Bond Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Bond Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the lien on and pledge to secure the payment of the Bonds.

Section 20. INCONSISTENT PROVISIONS. All orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provisions of this Bond Order are hereby repealed to the extent of such conflict and the provisions of this Bond Order shall be and remain controlling as to the matters contained herein.

Section 21. INTERESTED PARTIES. Nothing in this Bond Order expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the County and the registered owners of the Bonds, any right, remedy or claim under or by reason of this Bond Order or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Bond Order contained by and on behalf of the County shall be for the sole and exclusive benefit of the County and the registered owners of the Bonds.

Section 22. INCORPORATION OF RECITALS. The County hereby finds that the statements set forth in the recitals of this Bond Order are true and correct, and the County hereby incorporates such recitals as a part of this Bond Order.

Section 23. SEVERABILITY. The provisions of this Bond Order are severable; and in case any one or more of the provisions of this Bond Order or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, the remainder of this Bond Order nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

Section 24. REPEALER. All orders and resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 25. EFFECTIVE DATE. This Bond Order shall become effect immediately from and after its passage on first and final reading in accordance with Section 1201.028, Texas Government Code, as amended.

Section 26. PERFECTION. Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of ad valorem taxes and surplus net revenues granted by the County under Sections 6 and 7 of this Bond Order, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of ad valorem taxes and surplus net revenues granted by the County under Sections 6 and 7 of this Bond Order is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the County agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 27. NO PERSONAL LIABILITY. No covenant or agreement contained in the Bonds, this Bond Order or any corollary instrument shall be deemed to be the covenant or agreement of any member of the Commissioners Court or any officer, agent, employee or representative of the County in his individual capacity, and neither the Commissioners Court,

directors, members, officers, agents, employees or representatives of the County nor any person executing the Bonds shall be personally liable thereon or be subject to any personal liability for damages or otherwise or accountability by reason of the issuance thereof, or any actions taken or duties performed in relation to the issuance of the Bonds, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability being expressly released and waived as a condition of and in consideration for the issuance of the Bonds.

Section 28. **PAYMENT OF ATTORNEY GENERAL FEE**. The County hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Bonds or (ii) $9,500 per Series provided that such fee shall not be less than $750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the County's staff is hereby instructed to take the necessary measures to make this payment. The County is also authorized to reimburse the appropriate County funds for such payment from proceeds of the Bonds.

EXHIBIT A

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

Accounting Principles

The accounting principles of the County relating to funds and account groups will conform to generally accepted accounting principles (GAAP) as applied to governmental entities.

Commissioners Court - Regular Session **49.**

Meeting Date: 05/13/2025

Limited Tax Notes 2025

Submitted For: Julie Kiley **Submitted By:** Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consideration and action with respect to "Order Authorizing the Issuance of Williamson County, Texas Limited Tax Notes in One or More Series; Levying an Ad Valorem Tax in Support of the Bonds; Approving Paying Agent/Registrar Agreements, Official Statements and Purchase Agreements; Establishing the Procedures for Selling and Delivering One or More Series of the Notes; and Authorizing Other Matters Relating to the Notes"

Background

The Limited Tax Notes will be used to fund Right of Way for the bond program. Bond Counsel with McCall Parkhurst & Horton will be availalbe to answer questions.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Limited Tax Notes Delegation Order 2025

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/08/2025 01:09 PM
Form Started By: Julie Kiley		Started On: 05/07/2025 08:56 PM
Final Approval Date: 05/08/2025		

ORDER AUTHORIZING THE ISSUANCE OF WILLIAMSON COUNTY, TEXAS LIMITED TAX NOTES IN ONE OR MORE SERIES; LEVYING AN AD VALOREM TAX IN SUPPORT OF THE NOTES; APPROVING PAYING AGENT/REGISTRAR AGREEMENTS, OFFICIAL STATEMENTS AND PURCHASE AGREEMENTS; ESTABLISHING THE PROCEDURES FOR SELLING AND DELIVERING ONE OR MORE SERIES OF THE NOTES; AND AUTHORIZING OTHER MATTERS RELATING TO THE NOTES

Adopted May 13, 2025

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Exhibit A - Description of Annual Financial Information

ORDER AUTHORIZING THE ISSUANCE OF WILLIAMSON COUNTY, TEXAS LIMITED TAX NOTES IN ONE OR MORE SERIES; LEVYING AN AD VALOREM TAX IN SUPPORT OF THE NOTES; APPROVING PAYING AGENT/REGISTRAR AGREEMENTS, OFFICIAL STATEMENTS AND PURCHASE AGREEMENTS; ESTABLISHING THE PROCEDURES FOR SELLING AND DELIVERING ONE OR MORE SERIES OF THE NOTES; AND AUTHORIZING OTHER MATTERS RELATING TO THE NOTES

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

WHEREAS, the Commissioners Court of Williamson County, Texas (the "County") based on the recommendation of the County Auditor, deems it advisable and in the best interest of the County that the Notes, defined below, be issued; and

WHEREAS, the Notes hereinafter authorized and designated are to be issued and delivered pursuant to Chapters 1371 and 1431, Texas Government Code, as amended; and

WHEREAS, the County has no present intention to refund the Notes; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Order was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

BE IT ORDERED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS:

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE NOTES. Recitals and Purpose. The recitals set forth in the preamble hereof are incorporated by reference herein and shall have the same force and effect as if set forth in this Section. The Notes of the County are hereby authorized to be issued and delivered in one or more series the aggregate principal amount not to exceed $94,000,000 (the "Notes") for the purpose of: (1) constructing, reconstructing and expanding roads and acquiring certain rights-of-way, and (2) paying professional services including tax appraisal engineer, engineer, architect, attorney, mapmaker, auditor, financial adviser or fiscal agent and services in connection with issuing the Notes.

Section 2. DEFINITIONS. When used in this Order, except in Section 5, and in any resolution or order amendatory or supplemental hereto, the terms listed below shall have the meanings specified below, unless it is otherwise expressly provided or unless the context otherwise requires:

"Accreted Value" means, with respect to a Premium Compound Interest Note, as of any particular date of calculation, the original principal amount thereof, plus all interest accrued and compounded to the particular date of calculation, as determined in accordance with the Pricing

Certificate and the Accretion Table attached as an exhibit to the Pricing Certificate relating to the Notes that shows the Accreted Value per $5,000 maturity amount on the calculation date of maturity to its maturity.

"Accretion Table" means the exhibit attached to the Pricing Certificate, if necessary, that sets forth the rounded original principal amounts at the Issuance Date for the Premium Compound Interest Notes and the Accreted Values and maturity amounts thereof as of each Compounding Date until final maturity.

"Authorized Denominations" means the denomination of $5,000 or any integral multiple thereof with respect to the Current Interest Notes and in the denomination of $5,000 in maturity amount or any integral multiple thereof with respect to the Premium Compound Interest Notes.

"Business Day" means any day which is not a Saturday, Sunday or a day on which the Paying Agent/Registrar is authorized by law or executive order to remain closed.

"Commissioners Court" means the governing body of the County.

"Compounded Amount" means, with respect to a Premium Compound Interest Note, as of any particular date of calculation, the original principal amount thereof plus all interest accrued and compounded to the particular date of calculation.

"Compounding Dates" means the dates on which interest is compounded on the Premium Compound Interest Notes as set forth in the Accretion Table attached to the Pricing Certificate.

"County" means Williamson County, Texas and any other public agency succeeding to the powers, rights, privileges, and functions of the County and, when appropriate, the Commissioners Court of the County.

"Current Interest Notes" means the Notes paying current interest and maturing in each of the years and in the aggregate principal amounts set forth in the Pricing Certificate.

"Defeasance Securities" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the Commissioners Court adopts or approves proceedings authorizing the issuance of refunding notes or otherwise provide for the funding of an escrow to effect the defeasance of the Notes are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the Commissioners Court adopts or approves proceedings authorizing the issuance of refunding notes or otherwise provide for the funding of an escrow to effect the defeasance of the Notes, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Notes.

"Federal Securities" means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America.

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"Fiscal Year" means the twelve-month accounting period for the County, which presently is the twelve-month period beginning on October 1 of each year and ending on September 30 of the following year, but which may be changed from time to time by the Commissioners Court.

"Initial Note(s)" means the Note(s) authorized, issued, and initially delivered as provided in Section 3 of this Order.

"Interest Payment Date" means a date on which interest on the Notes is due and payable as set forth in the Pricing Certificate.

"Issuance Date" means the date of delivery of a Series of the Notes.

"MSRB" means the Municipal Securities Rulemaking Board.

"Notes" means the Notes initially issued and delivered for each Series pursuant to this Order and the Pricing Certificate for the Notes and all substitute Notes exchanged therefor, as well as all other substitute notes and replacement notes issued pursuant hereto, and the term "Note" shall mean any of the Notes.

"Order" means this order of the Commissioners Court authorizing the issuance of one or more Series of the Notes.

"Outstanding" when used with reference to obligations, means, as of a particular date, all obligations theretofore and thereupon delivered except; (a) any obligation canceled by or on behalf of the County at or before said date, (b) any obligation defeased or no longer considered Outstanding pursuant to the provisions of this Order or otherwise defeased as permitted by applicable law and (c) any such obligation in lieu of or in substitution for which another obligation shall have been delivered pursuant to this Order.

"Premium Compound Interest Notes" means the Notes on which no interest is paid prior to maturity, maturing in various amounts and in the aggregate principal amount as set forth in the Pricing Certificate.

"Pricing Certificate" means the Pricing Certificate of the County's Pricing Officer to be executed and delivered pursuant to Section 3 hereof in connection with the issuance of one or more series of the Notes.

"Pricing Officer" means the County Auditor, acting as the designated pricing officer of the County to execute the Pricing Certificate. In the absence of the County Auditor, the County Judge may act as the designated pricing officer of the County to execute the Pricing Certificate.

"Record Date" means, with respect to an Interest Payment Date, those dates set forth in the Pricing Certificate.

"Redemption Date" means a date fixed for redemption of any Note pursuant to the terms of this Order and the Pricing Certificate.

"Register" means the registry system maintained on behalf of the County by the Registrar in which are listed the names and addresses of the Registered Owners and the principal amount of Notes registered in the name of each Registered Owner.

"Registered Owner" means any person or entity in whose name a Note is registered.

"Registrar" or "Paying Agent/Registrar" means BOKF, NA, or such other bank, trust company, financial institution, or other entity as may hereafter be designated by the County to act as paying agent and registrar for the Notes in accordance with the terms of this Order.

"Replacement Notes" means the Notes authorized by the County to be issued in substitution for lost, apparently destroyed, or wrongfully taken Notes as provided in Section 9 of this Order.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"Series" means any designated series of Notes issued pursuant to this Order.

"Tax-Exempt Notes" means each Series of Notes bearing interest which is excludable from gross income for federal taxation purposes pursuant to Section 103 of the IRS Code.

"Taxable Series" means each Series of Notes bearing interest at a taxable rate.

"Tax-Exempt Series" means each Series of Tax-Exempt Notes.

"Underwriter" means the senior managing underwriter as selected by the Pricing Officer for each series of the Notes issued pursuant to this Order and the other co-managers for each Series of Notes as the Pricing Officer deems appropriate.

Section 3. DESIGNATION, DATE, DENOMINATIONS, NUMBERS AND DELEGATION TO PRICING OFFICER. (a) Each note issued pursuant to this Order shall be designated: **"WILLIAMSON COUNTY, TEXAS LIMITED TAX NOTE"** and initially there shall be issued, sold, and delivered hereunder one or more Series of fully registered Notes, without interest coupons, numbered consecutively from R-1 upward (except the Initial Note delivered to the Attorney General of the State of Texas which shall be numbered T-1) payable to the respective

initial Registered Owners thereof, or to the registered assignee or assignees of said Notes or any portion or portions thereof, in Authorized Denominations, with each Series of Notes maturing not later than seven (7) years from the date of each series of the Notes, serially or otherwise on the dates, in the years and in the principal amounts, respectively, and dated, all as set forth in the Pricing Certificate to be executed and delivered by the Pricing Officer pursuant to subsection (b) of this section. The Pricing Certificate is hereby incorporated in and made a part of this Order. The title of each Series of the Notes shall be designated by the year in which it is awarded pursuant to Section 3(b) below. The authority for the Pricing Officer to execute and deliver a Pricing Certificate for a Series of Notes shall expire at 5:00 p.m. C.S.T. on May 13, 2026. A Series of Notes priced on or before May 13, 2026 may be delivered to the Underwriter or purchasers, as applicable, after such date.

(b) As authorized by Section 1371.053, Texas Government Code, as amended, the Pricing Officer is hereby authorized to act on behalf of the County in selling and delivering one or more Series of the Notes, determining if a Series of Notes is a Tax-Exempt Series or a Taxable Series and carrying out the other procedures specified in this Order, including determining the date of the Notes, any additional or different designation or title by which the Notes shall be known, the price at which the Notes will be sold, the years in which the Notes will mature, the principal amount to mature in each of such years, the aggregate principal amount of the Notes, the rate or rates of interest to be borne by each such maturity, the interest payment periods, the dates, price, and terms upon and at which the Notes shall be subject to redemption prior to maturity at the option of the County, as well as any mandatory sinking fund redemption provisions, finalizing the definition of Defeasance Securities and all other matters relating to the issuance, sale, and delivery of the Notes, all of which shall be specified in the Pricing Certificate; provided that (i) the price to be paid for a Series of the Notes shall not be less than 90% of the aggregate original principal amount thereof plus accrued interest, if any, thereon from its date to its delivery and (ii) the net effective interest rate of the Notes, or yield in the case of Premium Compound Interest Notes, shall not be greater than the maximum rate allowed by law. In establishing the aggregate principal amount of the Notes, the Pricing Officer shall establish an amount not to exceed the amount authorized in Section 1, which shall be sufficient to provide for the purposes for which the Notes are authorized and to pay the costs of issuing the Notes.

(c) To achieve advantageous borrowing costs for the County, the Notes shall be sold on a negotiated, placement or competitive basis as determined by the Pricing Officer in the Pricing Certificate. In determining whether to sell the Notes by negotiated, placement or competitive sale, the Pricing Officer shall take into account any material disclosure issues which might exist at the time, the market conditions expected at the time of the sale and any other matters which, in the judgment of the Pricing Officer, might affect the net borrowing costs on a Series of the Notes.

If the Pricing Officer determines that the Notes should be sold at a competitive sale, the Pricing Officer shall cause to be prepared a notice of sale and official statement in such manner as the Pricing Officer deems appropriate, to make the notice of sale and official statement available to those institutions and firms wishing to submit a bid for the Notes, to receive such bids, and to award the sale of the Notes to the bidder submitting the best bid in accordance with the provisions of the notice of sale.

If the Pricing Officer determines that the Notes should be sold by a negotiated sale or placement, the Pricing Officer shall designate the placement purchaser or the Underwriter for the Notes and such additional investment banking firms as the Pricing Officer deems appropriate to assure that the Notes are sold on the most advantageous terms to the County. The Pricing Officer, acting for and on behalf of the County, is authorized to enter into and carry out a Purchase Agreement or other agreement for a Series of the Notes to be sold by negotiated sale or placement, with the Underwriter or placement purchaser respectively, at such price, with and subject to such terms as determined by the Pricing Officer pursuant to Section 3(b) above. Each Purchase Agreement or other agreement shall be substantially in the form and substance previously approved by the County in connection with the previously issued ad valorem tax debt with such changes as are acceptable to the Pricing Officer.

(d) The Current Interest Notes shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF NOTES set forth in this Order to their respective dates of maturity or redemption at the rates per annum set forth in the Pricing Certificate.

The Premium Compound Interest Notes shall bear interest from the Issuance Date, calculated on the basis of a 360-day year composed of twelve 30-day months (subject to rounding to the Compounded Amounts thereof), compounded on the Compounding Dates as set forth in the Pricing Certificate, and payable, together with the principal amount thereof, in the manner provided in the Form of Note at the rates set forth in the Pricing Certificate. Attached to the Pricing Certificate, if Premium Compound Interest Notes are to be issued, shall be the Accretion Table. The Accreted Value with respect to any date other than a Compounding Date is the amount set forth on the Accretion Table with respect to the last preceding Compounding Date, plus the portion of the difference between such amount and the amount set forth on the Accretion Table with respect to the next succeeding Compounding Date that the number of days (based on 30-day months) from such last preceding Compounding Date to the date for which such determination is being calculated bears to the total number of days (based on 30-day months) from such last preceding Compounding Date to the next succeeding Compounding Date.

Section 4. CHARACTERISTICS OF THE NOTES. (a) Registration, Transfer, Conversion and Exchange; Authentication. The County shall keep or cause to be kept at the paying agent/registrar designated by the Pricing Officer, (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Notes (the "Registration Books"), and the County hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the County and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Note to which payments with respect to the Notes shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The County shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless

otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar shall make the Registration Books available within the State of Texas. The County shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Note or Notes. Registration of assignments, transfers, conversions and exchanges of Notes shall be made in the manner provided and with the effect stated in the FORM OF NOTE set forth in this Order. Each substitute Note shall bear a letter and/or number to distinguish it from each other Note.

Except as provided in Section 4(c) of this Order, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Note, date and manually sign said Note, and no such Note shall be deemed to be issued or outstanding unless such Note is so executed. The Paying Agent/Registrar promptly shall cancel all paid Notes and Notes surrendered for conversion and exchange. No additional orders or resolutions need be passed or adopted by the governing body of the County or any other body or person so as to accomplish the foregoing conversion and exchange of any Note or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Notes in the manner prescribed herein and said Notes shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Texas Government Code, as amended, and particularly Subchapter D thereof, the duty of conversion and exchange of Notes as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Note, the converted and exchanged Note shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Notes which initially were issued and delivered pursuant to this Order, approved by the Attorney General and registered by the Comptroller of Public Accounts.

(b) Payment of Notes and Interest. The County hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Notes, all as provided in this Order. The Paying Agent/Registrar shall keep proper records of all payments made by the County and the Paying Agent/Registrar with respect to the Notes, and of all conversions and exchanges of Notes, and all replacements of Notes, as provided in this Order. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the past due interest shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Notes (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Notes to be payable only to the Registered Owners thereof, (ii) may be converted and exchanged for other Notes, (iii) may be transferred and assigned, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Notes shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the County shall have certain duties and responsibilities with respect to the Notes, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF NOTE set forth in this Order. The Notes initially issued and delivered pursuant to this Order are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each

substitute Note issued in conversion of and exchange for any Note or Notes issued under this Order the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION NOTE, in the form set forth in the FORM OF NOTE.

(d) Substitute Paying Agent/Registrar. The County covenants with the Registered Owners of the Notes that at all times while the Notes are outstanding the County will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Notes under this Order, and that the Paying Agent/Registrar will be one entity. The County reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective at such time which will not disrupt or delay payment on the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the County covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Order. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Notes, to the new Paying Agent/Registrar designated and appointed by the County. Upon any change in the Paying Agent/Registrar, the County promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Notes, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Order, and a certified copy of this Order shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry-Only System. The Notes issued in exchange for the Notes initially issued as provided in Section 4(h) shall be issued in the form of a separate single fully registered Note for each of the maturities thereof registered in the name of Cede & Co. as nominee of DTC and except as provided in subsection (f) hereof, all of the Outstanding Notes shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Notes registered in the name of Cede & Co., as nominee of DTC, the County and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC participants (the "DTC Participant") or to any person on behalf of whom such a DTC Participant holds an interest in the Notes. Without limiting the immediately preceding sentence, the County and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Notes, (ii) the delivery to any DTC participant or any other person, other than a Registered Owner, as shown on the Registration Books, of any notice with respect to the Notes, including any notice of redemption, or (iii) the payment to any DTC Participant or any person, other than a Registered Owner, as shown on the Registration Books of any amount with respect to principal of, premium, if any, or interest on the Notes. Notwithstanding any other provision of this Order to the contrary, but to the extent permitted by law, the County and the Paying

Agent/Registrar shall be entitled to treat and consider the person in whose name each Note is registered in the Registration Books as the absolute owner of such Note for the purpose of payment of principal, premium, if any, and interest, with respect to such Note, for the purposes of registering transfers with respect to such Notes, and for all other purposes of registering transfers with respect to such Notes, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Notes only to or upon the order of the respective Registered Owners, as shown in the Registration Books as provided in the Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payment of principal of, premium, if any, and interest on the Notes to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Note evidencing the obligation of the County to make payments of principal, premium, if any, and interest pursuant to the Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks being mailed to the registered owner at the close of business on the Record Date the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the County determines to discontinue the book-entry system through DTC or a successor or DTC determines to discontinue providing its services with respect to the Notes, the County shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Notes to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Notes and transfer one or more separate Notes to DTC Participants having Notes credited to their DTC accounts. In such event, the Notes shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owner transferring or exchanging Notes shall designate, in accordance with the provisions of this Order.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Order to the contrary, so long as any Note is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Note and all notices with respect to such Note shall be made and given, respectively, in the manner provided in the Blanket Letter of Representations of the County to DTC.

(h) Initial Note. The Notes herein authorized shall be initially issued as fully registered Notes, being one Note for each maturity in the denomination of the applicable principal amount and the initial Note shall be registered in the name of the purchaser or the designees thereof. The initial Note shall be the Note submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Initial Purchaser. Immediately after the delivery of the initial Note, the Paying Agent/Registrar shall cancel the initial Note delivered hereunder and exchange therefor Notes in the form of a separate single fully registered Note for each of the maturities thereof

registered in the name of Cede & Co., as nominee of DTC and except as provided in Section 4(f), all of the outstanding Notes shall be registered in the name of Cede & Co., as nominee of DTC.

(i) DTC Blanket Letter of Representations. The County confirms execution of a Blanket Issuer Letter of Representations with DTC establishing the Book-Entry-Only System which will be utilized with respect to the Notes.

Section 5. FORM OF NOTE. The form of the Note, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Notes initially issued and delivered pursuant to this Order, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Order and the Pricing Certificate.

FORM OF NOTE

FORM OF FIRST PARAGRAPHS OF CURRENT INTEREST NOTES

NO. R-	**UNITED STATES OF AMERICA** **STATE OF TEXAS** **WILLIAMSON COUNTY**	**PRINCIPAL AMOUNT** **$_____**

WILLIAMSON COUNTY, TEXAS
LIMITED TAX NOTES,
SERIES _____ *

INTEREST RATE	**DATE OF NOTE**	**MATURITY DATE**	**CUSIP NO.**

REGISTERED OWNER:

PRINCIPAL AMOUNT: **DOLLARS**

ON THE MATURITY DATE specified above, **WILLIAMSON COUNTY, TEXAS** (the "County"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon from _____*, on _____* and semiannually thereafter on each _____* and _____* to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; except that if this Note is required to be authenticated and the date of its authentication after any Record Date (hereinafter defined) but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next

*As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Notes is inconsistent with any provisions in this Form of Note or contains information to complete missing information in this Form of Note, the language in the Pricing Certificate shall be used in the executed Notes.

following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Note or Notes, if any, for which this Note is being exchanged is due but has not been paid, then this Note shall bear interest from the date to which such interest has been paid in full. Notwithstanding the foregoing, during any period in which ownership of the Notes is determined only by a book entry at a securities depository for the Notes, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the County and the securities depository.

THE PRINCIPAL OF AND INTEREST ON this Note are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Note shall be paid to the Registered Owner hereof upon presentation and surrender of this Note at maturity or upon the date fixed for its redemption prior to maturity, at the Paying Agent/Registrar (the "Paying Agent/Registrar") at their office in _____, Texas (the "Designated Payment/Transfer Office"). The payment of interest on this Note shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the County required by the order authorizing the issuance of this Note (the "Note Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the close of business as of the last day of the month preceding each such date (the "Record Date") on the Register kept by the Paying Agent/Registrar (the "Register"). In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Note appearing on the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

DURING ANY PERIOD in which ownership of the Notes is determined only by a book entry at a securities depository for the Notes, if fewer than all of the Notes of the same maturity and bearing the same interest rate are to be redeemed, the particular Notes of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the County and the securities depository.

ANY ACCRUED INTEREST due at maturity as provided herein or upon the redemption of this Note prior to maturity shall be paid to the Registered Owner upon presentation and surrender of this Note for payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The County covenants with the Registered Owner of this Note that on or before each principal payment date, interest payment date and accrued interest payment date for this Note it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Note Order, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Notes, when due.

FORM OF FIRST PARAGRAPHS OF PREMIUM COMPOUND INTEREST NOTES

NO. R-	**UNITED STATES OF AMERICA**	**MATURITY**
	STATE OF TEXAS	**AMOUNT**
	WILLIAMSON COUNTY	**$_____**

WILLIAMSON COUNTY, TEXAS
LIMITED TAX NOTES,
SERIES _____ *

INTEREST RATE	**ISSUANCE DATE**	**DATE OF NOTE**	**MATURITY DATE**

REGISTERED OWNER:

MATURITY AMOUNT: **DOLLARS**

ON THE MATURITY DATE specified above, **WILLIAMSON COUNTY, TEXAS** (the "County"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above representing the principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, calculated on the basis of a 360-day year comprised of twelve 30-day months, compounded semiannually on _____* and _____* of each year commencing _____, 20___*. For convenience of reference a table of the "Accreted Value" per $5,000 Maturity Amount is printed on the reverse side of this Note. The term "Accreted Value" as set forth in the table on the reverse side hereof shall mean the original principal amount plus initial premium per $5,000 Maturity Amount compounded semiannually on _____* and _____* at the yield shown on such table.

THE MATURITY AMOUNT of this Note is payable in lawful money of the United States of America, without exchange or collection charges. The Maturity Amount of this Note shall be paid to the Registered Owner hereof upon presentation and surrender of this Note at maturity, at the designated office for payment of _____, which is the "Paying Agent/Registrar" for this Note, and shall be drawn by the Paying Agent/Registrar on, and solely from, funds of the County required by the order authorizing the issuance of the Notes (the "Note Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided, payable to the Registered Owner hereof, as it appears on the Register kept by the Paying Agent/Registrar, as hereinafter described. The County covenants with the Registered Owner of this Note that on or before the Maturity Date for this Note it will make available to the Paying Agent/Registrar, from the "Interest

*As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Notes is inconsistent with any provisions in this Form of Noe or contains information to complete missing information in this Form of Note, the language in the Pricing Certificate shall be used in the executed Notes.

and Sinking Fund" created by the Note Order, the amounts required to provide for the payment, in immediately available funds of the Maturity Amount, when due. Notwithstanding the foregoing, during any period in which ownership of the Notes is determined only by a book entry at a securities depository for the Notes, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the County and the securities depository.

[FORM OF REMAINDER OF EACH NOTE]

IF THE DATE for the payment of the principal of or interest on this Note shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the county where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS NOTE is one of a series of Notes dated _____*, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of **$_____*** **[CONSTITUTING $_____ CURRENT INTEREST NOTES AND $_____ PREMIUM COMPOUND INTEREST NOTES]**** **FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING AND EXPANDING ROADS AND ACQUIRING CERTAIN RIGHTS-OF-WAY AND PAYING CERTAIN COSTS OF ISSUANCE OF THE NOTES.**

(INSERT REDEMPTION PROVISIONS AS PROVIDED IN THE PRICING CERTIFICATE)

ON _____, or on any date thereafter, the Notes maturing on and after _____ may be redeemed prior to their scheduled maturities, at the option of the County, with funds derived from any available and lawful source, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption as a whole, or from time to time in part, and, if in part, the particular Notes, or portions thereof, or the Sinking Fund Installments in the case of the Term Notes, defined below, to be redeemed shall be selected and designated by the County and if less than all of a maturity or sinking fund installment is to be redeemed, the Paying Agent/Registrar shall determine by lot or other random customary method the Notes, or portions thereof within such maturity or sinking fund installment to be redeemed (provided that a portion of a Note may be redeemed only in integral multiples of $5,000).

[**THE NOTES MATURING ON _____*** are subject to mandatory sinking fund redemption prior to maturity in the following amounts, on the following dates and at a price of par plus accrued interest to the redemption date.

*As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Notes is inconsistent with any provisions in this Form of Note or contains information to complete missing information in this Form of Note, the language in the Pricing Certificate shall be used in the executed Notes.

Term Bonds Maturing _____, 20___†

Redemption Date	**Principal Amount**
_____, 20___	$
_____, 20___	

†Final Maturity

THE PRINCIPAL AMOUNT of the Notes required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the County by the principal amount of any Notes of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the County at a price not exceeding the principal amount of such Notes plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and cancelled by the Paying Agent/Registrar at the request of the County with monies in the Interest and Sinking Fund at a price not exceeding the principal amount of the Notes plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.]**

NO LESS THAN 30 calendar days prior to the date fixed for any optional redemption, the County shall cause the Paying Agent/Registrar to send notice by United States mail, first-class postage prepaid to the Registered Owner of each Note to be redeemed at its address as it appeared on the Register of the Paying Agent/Registrar at the close of business on the 45th day prior to the redemption date and to major securities depositories, national bond rating agencies and bond information services; provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Notes. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Notes or portions thereof which are to be so redeemed. If due provision for such payment is made, all as provided above, the Notes or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Notes shall be redeemed a substitute Notes or Notes having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of $5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the County, all as provided in the Note Order.

WITH RESPECT TO any optional redemption of the Notes, unless certain prerequisites to such redemption required by the Note Order have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Notes to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall

**To be included only if certain maturities of Notes are subject to mandatory sinking fund redemption as determined by the Pricing Officer in the Pricing Certificate.

state that said redemption may, at the option of the County, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the County shall not redeem such Notes and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Notes have not been redeemed.

ALL NOTES OF THIS SERIES are issuable solely as fully registered Notes, without interest coupons, in the denomination of any integral multiple of $5,000. As provided in the Note Order, this Note, or any unredeemed portion hereof, may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred and exchanged for a like aggregate principal amount of fully registered Notes, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of $5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Note to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Note Order. Among other requirements for such assignment and transfer, this Note must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Note or any portion or portions hereof in any integral multiple of $5,000 to the assignee or assignees in whose name or names this Note or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Note may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Note or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Note or portion thereof will be paid by the County. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing on the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date or (ii) with respect to any Note or portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date; provided, however, such limitation of transfer shall not be applicable to an exchange by the Registered Owner of the unredeemed balance of the Note.

WHENEVER the beneficial ownership of this Note is determined by a book entry at a securities depository for the Notes, the foregoing requirements of holding, delivering or transferring this Note shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Notes is changed by the County, resigns, or otherwise ceases to act as such, the County has covenanted in the Note Order that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Notes.

IT IS HEREBY certified, recited, and covenanted that this Note has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Note have been performed, existed, and been done in accordance with law; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Note, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the County, and have been pledged for such payment.

BY BECOMING the Registered Owner of this Note, the Registered Owner thereby acknowledges all of the terms and provisions of the Note Order, agrees to be bound by such terms and provisions, acknowledges that the Note Order is duly recorded and available for inspection in the official minutes and records of the governing body of the County, and agrees that the terms and provisions of this Note and the Note Order constitute a contract between each Registered Owner hereof and the County.

IN WITNESS WHEREOF, the County has caused this Note to be signed with the manual or facsimile signature of the County Judge of the County and countersigned with the manual or facsimile signature of the County Clerk and County Treasurer and has caused the official seal of the County to be duly impressed, or placed in facsimile, on this Note.

_____ _____

County Clerk County Judge

_____

County Treasurer

[COUNTY SEAL]

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION NOTE

PAYING AGENT/REGISTRAR'S AUTHENTICATION NOTE
(To be executed if this Note is not accompanied by an
executed Registration Note of the Comptroller
of Public Accounts of the State of Texas)

It is hereby certified that this Note has been issued under the provisions of the Order described in the text of this Note; and that this Note has been issued in conversion or replacement of, or in exchange for, a Note, Notes, or a portion of a Note or Notes of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated _____ _____

_____, Texas
Paying Agent/Registrar

By_____
Authorized Representative

FORM OF ASSIGNMENT

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

_____

_____
Please insert Social Security or Taxpayer Identification Number of Transferee

_____

_____
Please print or typewrite name and address, including zip code, of Transferee

_____

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

_____

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Note in every particular, without alteration or enlargement or any change whatsoever.

FORM OF REGISTRATION CERTIFICATE OF THE COMPTROLLER OF PUBLIC ACCOUNTS:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Note has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Note has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

_____
Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

INSERTIONS FOR THE INITIAL CURRENT INTEREST NOTE

The initial Note for a Current Interest Note shall be in the form set forth in this Section, except that:

A. immediately under the name of the Current Interest Note, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"**ON THE MATURITY DATE SPECIFIED ABOVE,** Williamson County, Texas (the "County"), being a political subdivision, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on February 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Maturity Date	Principal Amount	Interest Rate

(Information from the Pricing Certificate to be inserted)

The County promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from _____* at the respective Interest Rate per annum specified above. Interest is payable on _____* and semiannually on each _____* and _____* thereafter to the date of payment of the principal installment specified above; except, that if this Note is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Note or Notes, if any, for which this Note is being exchanged is due but has not been paid, then this Note shall bear interest from the date to which such interest has been paid in full."

*As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Notes is inconsistent with any provisions in this Form of Note or contains information to complete missing information in this Form of Note, the language in the Pricing Certificate shall be used in the executed Notes.

C. The initial Note for a Current Interest Note shall be numbered "T-1" and the Initial Note for a Premium Compound Interest Note shall be numbered "TPC-1."

Section 6. INTEREST AND SINKING FUND. A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the County at an official depository bank of the County. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the County and shall be used only for paying the interest on and principal of said Notes. All ad valorem taxes levied and collected for and on account of the Notes shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Notes are outstanding and unpaid, the governing body of the County shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Notes as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Notes as such principal matures (but never less than 2% of the original principal amount of the Notes as a sinking fund each year); and the tax shall be based on the latest approved tax rolls of the County, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said County, for each year while any of the Notes are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Notes, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Any accrued interest on the Notes shall be deposited in the Interest and Sinking Fund and used to pay interest on the Notes.

Section 7. DISPOSITION OF PROCEEDS. Proceeds from the sale of the Notes shall, promptly upon receipt thereof, be applied by the Pricing Officer as follows:

(i) any underwriting discount or fees for the Notes may be retained by and/or wired directly to such parties;

(ii) any accrued interest shall be deposited into the Interest and Sinking Fund; and

(iii) an amount sufficient to pay the remaining costs of issuance of the Notes and the cost of the projects authorized in Section 1 of this Order.

Any sale proceeds of the Notes remaining after making all deposits and payments provided for above shall be deposited into the Interest and Sinking Account and applied to the payment of and interest on the Current Interest Notes and Maturity Amounts in the case of Premium Compound Interest Notes.

Accrued Interest and Premium. Any accrued interest on the Notes shall be deposited in the Interest and Sinking Fund. Any premium on the Notes shall be deposited as provided in the Pricing Certificate.

Interest Earnings. Interest earnings derived from the investment of proceeds from the sale of the Notes shall be used along with the Note proceeds for the purpose for which the Notes are issued as set forth in Section 1 hereof or to pay principal or interest payments on the Notes; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest

earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on note proceeds which are required to be rebated to the United States of America pursuant to Section 11 hereof in order to prevent the Notes from being arbitrage notes shall be so rebated and not considered as interest earnings for the purposes of this Section.

Investment of Funds. The County hereby covenants that the proceeds of the sale of the Notes will be used as soon as practicable for the purposes for which the Notes are issued. Obligations purchased as an investment of money in any fund shall be deemed to be a part of such fund. Any money in any fund created by this Order may be invested as permitted by the Public Funds Investment Act, as amended.

Security for Funds. All funds created by this Order shall be secured in the manner and to the fullest extent required by law for the security of funds of the County.

Maintenance of Funds. Any funds created pursuant to this Order may be created as separate funds or accounts or as subaccounts of the County's General Fund held by the County's depository, and, as such, not held in separate bank accounts, such treatment shall not constitute a commingling of the monies in such funds or of such funds and the County shall keep full and complete records indicating the monies and investments credited to each such fund.

Perfection. Chapter 1208, Texas Government Code, applies to the issuance of the Notes and the pledge of the ad valorem taxes granted by the County under this Section, and is therefore valid, effective, and perfected. If Texas law is amended at any time while the Notes are outstanding and unpaid such that the pledge of the ad valorem taxes granted by the County under this Section is to be subject to the filing requirements of Chapter 9, Business and Commerce Code, then in order to preserve to the Owners of the Notes the perfection of the security interest in said pledge, the County agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business and Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Appropriation of Available Funds. There is hereby appropriated from funds of the County lawfully available for such purpose a sum sufficient to pay the interest and/or principal to become due on the Notes prior to receipt of applicable tax receipts.

Section 8. DEFEASANCE OF NOTES. (a) Any Note and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Note") within the meaning of this Order, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Note, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or a commercial bank or trust company for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the County with the Paying Agent/Registrar or a commercial bank or trust company for the payment of its services until all Defeased Notes shall have

become due and payable or (3) any combination of (1) and (2). At such time as a Note shall be deemed to be a Defeased Note hereunder, as aforesaid, such Note and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied as provided in this Order, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Note as aforesaid when proper notice of redemption of such Notes shall have been given, in accordance with this Order. Any money so deposited with the Paying Agent/Registrar or a commercial bank or trust company as provided in this Section may at the discretion of the Commissioners Court also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or a commercial bank or trust company pursuant to this Section which is not required for the payment of such Note and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the Commissioners Court.

(c) Notwithstanding any provision of any other Section of this Order which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Notes and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Notes and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Notes shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Notes the same as if they had not been defeased, and the County shall make proper arrangements to provide and pay for such services as required by this Order.

(d) Notwithstanding anything elsewhere in this Order, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or a commercial bank or trust company pursuant to this Section for the payment of Notes and such Notes shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Note affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Note to be paid at its maturity, the County retains the right under Texas law to later call that Defeased Note for redemption in accordance with the provisions of the Order authorizing its issuance, the County may call such Defeased Note for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Note as though it was being defeased at the time of the exercise of the option to redeem the Defeased Note and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Note.

Section 9. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED NOTES. (a) Replacement Notes. In the event any outstanding Note is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new Note of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Note, in replacement for such Note in the manner hereinafter provided.

(b) Application for Replacement Notes. Application for replacement of damaged, mutilated, lost, stolen or destroyed Notes shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Note, the Registered Owner applying for a replacement Note shall furnish to the County and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Note, the Registered Owner shall furnish to the County and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Note, as the case may be. In every case of damage or mutilation of a Note, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation of the Note so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Note shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Note, the County may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Note) instead of issuing a replacement Note, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Notes. Prior to the issuance of any replacement Note, the Paying Agent/Registrar shall charge the Registered Owner of such Note with all legal, printing, and other expenses in connection therewith. Every replacement Note issued pursuant to the provisions of this Section by virtue of the fact that any Note is lost, stolen or destroyed shall constitute a contractual obligation of the County whether or not the lost, stolen or destroyed Note shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Order equally and proportionately with any and all other Notes duly issued under this Order.

(e) Authority for Issuing Replacement Notes. In accordance with Subchapter D of Chapter 1201, Texas Government Code, this Section 9 of this Order shall constitute authority for the issuance of any such replacement Note without necessity of further action by the governing body of the County or any other body or person, and the duty of the replacement of such Notes is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Notes in the form and manner and with the effect, as provided in Section 4(a) of this Order for Notes issued in conversion and exchange for other Notes.

Section 10. CUSTODY, APPROVAL AND REGISTRATION OF NOTES; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The County Judge is hereby authorized to have control of the Notes initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Notes pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Notes said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Note attached to such Notes, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Note. The approving legal opinion of the County's Bond Counsel and the assigned CUSIP numbers may, at the option of the County, be printed on the Notes issued and delivered under this Order, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Notes. In addition, if bond insurance is obtained, the Notes may bear an appropriate legend as provided by the insurer.

Section 11. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON TAX-EXEMPT NOTES. (a) Covenants. The County covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Tax-Exempt Notes as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the County covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Tax-Exempt Notes or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the County, with respect to such private business use, do not, under the terms of this Order or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Tax-Exempt Notes, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Tax-Exempt Notes or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Tax-Exempt Notes (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Tax-Exempt Notes being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Tax-Exempt Notes being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Tax-Exempt Notes, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Tax-Exempt Notes, other than investment property acquired with --

(A) proceeds of the Tax-Exempt Notes invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the Tax-Exempt Notes are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section l.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Tax-Exempt Notes;

(7) to otherwise restrict the use of the proceeds of the Tax-Exempt Notes or amounts treated as proceeds of the Tax-Exempt Notes, as may be necessary, so that the Tax-Exempt Notes do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Tax-Exempt Notes or proceeds of any prior Tax-Exempt Notes to pay debt service on another issue more than 90 days after the date of issue of the Tax-Exempt Notes in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Tax-Exempt Notes) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Tax-Exempt Notes have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the County for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the Noteholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The County understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding Tax-Exempt Notes, transferred proceeds (if any) and proceeds of the refunded Tax-Exempt Notes expended prior to the date of issuance of the Tax-Exempt Notes. It is the understanding of the County that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Tax-Exempt Notes, the County will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Tax-Exempt Notes under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Tax-Exempt Notes, the County agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Tax-Exempt Notes under section 103 of the Code. In furtherance of such intention,

the County hereby authorizes and directs the County Auditor to execute any documents, Notes or reports required by the Code and to make such elections, on behalf of the County, which may be permitted by the Code as are consistent with the purpose for the issuance of the Tax-Exempt Notes.

(d) Disposition of Project. The County covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the County of cash or other compensation, unless the County obtains an opinion of nationally recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Tax-Exempt Notes. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the County shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Allocation Of, and Limitation On, Expenditures for the Project. The County covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Order (the "Project") on its books and records in accordance with the requirements of the Internal Revenue Code. The County recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the County recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Tax-Exempt Notes, or (2) the date the Tax-Exempt Notes are retired. The County agrees to obtain the advice of nationally recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Tax-Exempt Notes. For purposes hereof, the County shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Reimbursement. This Order is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

Section 12. TAXABLE NOTES. (a) To the extent required by the Code and the regulations, it shall be the duty of the Paying Agent/Registrar to report to the Owners of the Taxable Notes and the Internal Revenue Service (i) the amount of "reportable payments," if any, subject to back up withholding during each year and the amount of tax withheld, if any, with respect to the payments on the Taxable Notes and (ii) the amount of interest or amount treated as interest, such as original issue discount, on the Taxable Notes required to be included in the gross income of the owners thereof for federal income tax purposes.

(b) It is the intention of the Commissioners Court that the Taxable Notes not be obligations described in section 103 of the Internal Revenue Code of 1986 interest on which is excludable from the gross income of the holders and in that regard the Commissioners Court agrees

not to file a form 8038-G, or any comparable information return relating to tax-exempt obligations, with the Internal Revenue Service.

Section 13. DEFAULT AND REMEDIES. (a) Events of Default. Each of the following occurrences or events for the purpose of this Order is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Notes when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the County, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Notes, including, but not limited to, their prospect or ability to be repaid in accordance with this Order, and the continuation thereof for a period of 60 days after written notice of such default is given by any Registered Owner to the County.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the County, or any official, officer or employee of the County in their official capacity, for the purpose of protecting and enforcing the rights of the Registered Owners under this Order, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Notes then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Notes or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Order, the right to accelerate the debt evidenced by the Notes shall not be available as a remedy under this Order.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Note authorized under this Order, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Order do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the County or the Commissioners Court.

(iv) None of the members of the Commissioners Court, nor any other official or officer, agent, or employee of the County, shall be charged personally by the Registered Owners with any liability, or be held personally liable to the Registered Owners under any term or provision of this Order, or because of any Event of Default or alleged Event of Default under this Order.

Section 14. INTEREST EARNINGS ON NOTE PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Notes shall be used along with other Note proceeds for the purpose for which the Notes are issued set forth in Section 1 hereof; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on Note proceeds which are required to be rebated to the United States of America pursuant to Section 11 hereof in order to prevent the Notes from being arbitrage Notes shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 15. APPROVAL OF OFFICIAL STATEMENT AND PAYING AGENT/REGISTRAR AGREEMENT. The Pricing Officer is hereby authorized to approve and deem final the Preliminary Official Statement, the Official Statement relating to the Notes and any addenda, supplement or amendment thereto, and to deem such documents final in accordance with Rule 15c2-12. The County further approves the distribution of such Official Statement in the reoffering of the Notes, with such changes therein or additions thereto as the Pricing Officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof.

One or more Paying Agent/Registrar Agreements by and between the County and the paying agent/registrar, ("Paying Agent Agreement") in substantially the form and substance previously approved by the County is hereby approved and the Pricing Officer is hereby authorized and directed to complete, amend, modify and execute the Paying Agent Agreement, as necessary.

Section 16. CONTINUING DISCLOSURE UNDERTAKING. (a) Annual Reports. The County shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, (i) within six months after the end of each fiscal year of the County ending in or after 2025, financial information and operating data, which information and data may be unaudited, with respect to the County of the general type included in the final Official Statement authorized by Section 15 of this Order, as further set forth in each Pricing Certificate, including financial statements of the County if audited financial statements of the County are then available and (ii) if not provided as part of such financial information and operating data, audited financial statements of the County, within twelve months after the end of each fiscal year of the County ending in or after 2025. Any financial statements to be so provided shall be (1) prepared in accordance with the accounting principles described in Exhibit "A" hereto, or such other accounting principles as the County may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the County commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the County shall provide unaudited financial statements within such period and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

If the County changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the County otherwise would be required to provide financial information and operating data pursuant to this Section.

(b) Event Notices. The County shall file notice to notify the MSRB of any of the following events with respect to the Notes in a timely manner and not more than ten business days after the occurrence of the event:

1. Principal and interest payment delinquencies;

2. Non-payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701–TEB) or other material notices or determinations with respect to the tax status of the Tax-Exempt Notes, or other events affecting the tax status of the Tax-Exempt Notes

7. Modifications to rights of holders of the Notes, if material;

8. Note calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the Notes, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event of the County;

13. The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

15. Incurrence of a Financial Obligation of the County, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the County, any of which affect security holder, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the County, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the County in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the County in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County, and (b) the County intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in Section 2 of this Order to have the same meanings as when they are used in the Rule, as ascribed by SEC Release No. 34-83885, dated August 20, 2018.

The County shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the County to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Limitations, Disclaimers, and Amendments. The County shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the County remains an "obligated person" with respect to the Notes within the meaning of the Rule, except that the County in any event will give notice of any deposit made in accordance with Section 8 of this Order that causes the Notes no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Notes, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The County undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the County's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The County does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Notes at any future date.

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY NOTE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE COUNTY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the County in observing or performing its obligations under this Section shall comprise a breach of or default under this Order for purposes of any other provision of this Order.

Should the Rule be amended to obligate the County to make filings with or provide notices to entities other than the MSRB, the County hereby agrees to undertake such obligation with respect to the Notes in accordance with the Rule as amended.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the County under federal and state securities laws.

The provisions of this Section may be amended by the County from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the County, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Notes in the primary offering of the Notes in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the outstanding Notes consents to such amendment or (b) a person that is unaffiliated with the County (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the holders and beneficial owners of the Notes. If the County so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The County may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Notes in the primary offering of the Notes.

(d) Format, Identifying Information, and Incorporation by Reference. All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB.

Financial information and operating data to be provided pursuant to subsection (a) of this Section may be set forth in full in one or more documents or may be included by specific reference

to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

Section 17. NO RECOURSE AGAINST COUNTY OFFICIALS. No recourse shall be had for the payment of principal of or interest on any Notes or for any claim based thereon or on this Order against any official of the County or any person executing any Notes.

Section 18. FURTHER ACTIONS. The County Judge, the County Auditor and the First Assistant County Auditor of the County (each an "Authorized Representative") are each hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the County all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the Notes, the initial sale and delivery of the Notes, any insurance commitment letter or insurance policy, the Paying Agent/Registrar Agreement, the Bond Purchase Agreement and the Official Statement. In addition, prior to the initial delivery of the Notes, each of the County Judge and the County Auditor are hereby authorized and directed to approve any technical changes or corrections to this Order or to any of the instruments authorized and approved by this Order necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Order and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies or satisfy requirements of the Bond Insurer, or (iii) obtain the approval of the Notes by the Texas Attorney General's office.

In case any officer of the County whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 19. INTERPRETATIONS. All terms defined herein and all pronouns used in this Order shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Order and the Table of Contents of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Notes and the validity of the lien on and pledge of the Pledged Revenues to secure the payment of the Notes.

Section 20. INCONSISTENT PROVISIONS. All orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such conflict and the provisions of this Order shall be and remain controlling as to the matters contained herein.

Section 21. INTERESTED PARTIES. Nothing in this Order expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the County and the registered owners of the Notes, any right, remedy or claim under or by reason of this Order or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Order contained by and on behalf of the County shall be for the sole and exclusive benefit of the County and the registered owners of the Notes.

Section 22. INCORPORATION OF RECITALS. The County hereby finds that the statements set forth in the recitals of this Order are true and correct, and the County hereby incorporates such recitals as a part of this Order.

Section 23. SEVERABILITY. If any provision of this Order or the application thereof to any circumstance shall be held to be invalid, the remainder of this Order and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Order would have been enacted without such invalid provision.

Section 24. REPEALER. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 25. EFFECTIVE DATE. This Order shall become effect immediately from and after its passage on first and final reading in accordance with Section 1201.028, Texas Government Code, as amended.

Section 26. PERFECTION. Chapter 1208, Government Code, applies to the issuance of the Notes and the pledge of ad valorem taxes and surplus net revenues granted by the County under Sections 6 and 7 of this Order, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Notes are outstanding and unpaid such that the pledge of ad valorem taxes and surplus net revenues granted by the County under Sections 6 and 7 of this Order is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Notes the perfection of the security interest in said pledge, the County agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 27. NO PERSONAL LIABILITY. No covenant or agreement contained in the Notes, this Order or any corollary instrument shall be deemed to be the covenant or agreement of any member of the Commissioners Court or any officer, agent, employee or representative of the County in his individual capacity, and neither the Commissioners Court, directors, members, officers, agents, employees or representatives of the County nor any person executing the Notes shall be personally liable thereon or be subject to any personal liability for damages or otherwise or accountability by reason of the issuance thereof, or any actions taken or duties performed in relation to the issuance of the Notes, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability being expressly released and waived as a condition of and in consideration for the issuance of the Notes.

Section 28. PAYMENT OF ATTORNEY GENERAL FEE. The County hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Notes or (ii) $9,500 per Series provided that such fee shall not be less than $750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the County's staff is hereby instructed to take the necessary measures to make this payment. The County is also authorized to reimburse the appropriate County funds for such payment from proceeds of the Notes.

EXHIBIT "A"

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

Accounting Principles

The accounting principles of the County relating to funds and account groups will conform to generally accepted accounting principles (GAAP) as applied to governmental entities.

Commissioners Court - Regular Session **50.**

Meeting Date: 05/13/2025

Limited Tax Refunding Bonds 2025

Submitted For: Julie Kiley **Submitted By:** Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consideration and action with Respect to "Order Authorizing the Issuance of Williamson County, Texas Limited Tax Refunding Bonds in One or More Series; Levying an Ad Valorem Tax in Support of the Bonds; Approving the Forms of Paying Agent/Registrar Agreements, the Forms of Purchase Agreements and Escrow Agreements; Establishing the Procedures for Selling and Delivering One or More Series of the Bonds; and Authorizing Other Matters Relating to the Bonds."

Background

This order is authorizing the refunding (refinancing) of bonds. Bond Counsel with McCall Parkhurst & Horton will be available to answer questions.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Limited Tax Refunding Bond Order

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/08/2025 01:09 PM
Form Started By: Julie Kiley		Started On: 05/07/2025 09:15 PM
Final Approval Date: 05/08/2025		

ORDER AUTHORIZING THE ISSUANCE OF WILLIAMSON COUNTY, TEXAS LIMITED TAX REFUNDING BONDS IN ONE OR MORE SERIES; LEVYING AN AD VALOREM TAX IN SUPPORT OF THE BONDS; APPROVING THE FORMS OF PAYING AGENT/REGISTRAR AGREEMENTS, THE FORMS OF PURCHASE AGREEMENTS AND ESCROW AGREEMENTS; ESTABLISHING THE PROCEDURES FOR SELLING AND DELIVERING ONE OR MORE SERIES OF THE BONDS; AND AUTHORIZING OTHER MATTERS RELATING TO THE BONDS

Adopted May 13, 2025

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EXHIBIT A – Description of Annual Financial Information

ORDER AUTHORIZING THE ISSUANCE OF WILLIAMSON COUNTY, TEXAS LIMITED TAX REFUNDING BONDS IN ONE OR MORE SERIES; LEVYING AN AD VALOREM TAX IN SUPPORT OF THE BONDS; APPROVING THE FORMS OF PAYING AGENT/REGISTRAR AGREEMENTS, THE FORMS OF PURCHASE AGREEMENTS AND ESCROW AGREEMENTS; ESTABLISHING THE PROCEDURES FOR SELLING AND DELIVERING ONE OR MORE SERIES OF THE BONDS; AND AUTHORIZING OTHER MATTERS RELATING TO THE BONDS

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

WHEREAS, the County has duly issued and there is now outstanding various series of limited and unlimited ad valorem tax obligations; and.

WHEREAS, the County now desires to issue refunding bonds to refund all or a portion of such outstanding ad valorem tax obligations (collectively, the "Refundable Obligations," and those Refundable Obligations designated by the Pricing Officer in each Pricing Certificate, each as defined herein, to be refunded are herein referred to as the "Refunded Obligations"); and

WHEREAS, the Commissioners Court of the County deems it advisable and in the best interest of the County to refund the Refunded Obligations in order to achieve a net present value debt service savings of not less than 3.00% of the principal amount of the Refunded Obligations net of any County contribution with such savings, among other information and terms to be included in each pricing certificate to be executed by the County Auditor, acting as the designated pricing officer of the County, or, in the absence of the County Auditor, the County Judge, all in accordance with the provisions of Chapters 1207 and 1371, Texas Government Code, as amended; and

WHEREAS, Chapter 1207, Texas Government Code, as amended ("Chapter 1207") authorizes the County to issue refunding bonds and to deposit the proceeds from the sale thereof together with any other available funds or resources, directly with a place of payment (paying agent) for the Refunded Obligations or a commercial bank or trust company, and such deposit, if made before such payment dates, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, Chapter 1207 further authorizes the County to enter into an escrow agreement with a paying agent for the Refunded Obligations or a commercial bank or trust company with respect to the safekeeping, investment, reinvestment, administration and disposition of any such deposit, upon such terms and conditions as the County and such paying agent may agree, provided that such deposits may be invested and reinvested in Defeasance Securities, as defined herein; and

WHEREAS, the Escrow Agreement hereinafter authorized, constitutes an agreement of the kind authorized and permitted by said Chapter 1207; and

WHEREAS, all the Refundable Obligations mature or are subject to redemption prior to maturity within 20 years of the date of the bonds hereinafter authorized: and

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS:

Section 1. RECITALS, AMOUNT AND PURPOSE OF EACH SERIES OF THE BONDS. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this section. The bond or bonds of the County are hereby authorized pursuant to Chapters 1371 and 1207, Texas Government Code to be issued and delivered in the maximum aggregate principal amount not to exceed $76,010,000 for the purpose of: (i) refunding the Refunded Obligations and (ii) paying costs of issuance of the Bonds.

Section 2. DEFINITIONS. When used in this Bond Order, except in Section 5, and in any resolution or order amendatory or supplemental hereto, the terms listed below shall have the meanings specified below, unless it is otherwise expressly provided or unless the context otherwise requires:

"Accreted Value" means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof, plus all interest accrued and compounded to the particular date of calculation, as determined in accordance with the Pricing Certificate and the Accretion Table attached as an exhibit to each Pricing Certificate relating to the Bonds that shows the Accreted Value per $5,000 maturity amount on the calculation date of maturity to its maturity.

"Accretion Table" means the exhibit attached to each Pricing Certificate, if necessary, that sets forth the rounded original principal amounts at the Issuance Date for the Premium Compound Interest Bonds and the Accreted Values and maturity amounts thereof as of each Compounding Date until final maturity.

"Authorized Denominations" means the denomination of $5,000 or any integral multiple thereof with respect to the Current Interest Bonds and in the denomination of $5,000 in maturity amount or any integral multiple thereof with respect to the Premium Compound Interest Bonds.

"Bonds" means one or more Series of the Bonds and includes collectively the Premium Compound Interest Bonds and Current Interest Bonds initially issued and delivered pursuant to this Bond Order and the Pricing Certificate and all substitute Bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

"Bond Insurer" means the insurer, if any, of any Series of the Bonds.

"Bond Order" or "Order" means this order of the Commissioners Court authorizing the issuance of one or more Series of the Bonds.

"Business Day" means any day which is not a Saturday, Sunday or a day on which the Paying Agent/Registrar is authorized by law or executive order to remain closed.

"Commissioners Court" means the governing body of the County.

"Compounded Amount" means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof plus all interest accrued and compounded to the particular date of calculation.

"Compounding Dates" means the dates on which interest is compounded on the Premium Compound Interest Bonds as set forth in the Accretion Table attached to each Pricing Certificate.

"County" means Williamson County, Texas and any other public agency succeeding to the powers, rights, privileges, and functions of the County and, when appropriate, the Commissioners Court of the County.

"Current Interest Bonds" means the Bonds paying current interest and maturing in each of the years and in the aggregate principal amounts set forth in each Pricing Certificate.

"Defeasance Securities" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the Commissioners Court adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the Commissioners Court adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent, and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Bonds.

"Escrow Agent" means the escrow agent designated by the Pricing Officer or any successor escrow agent under the Escrow Agreement.

"Escrow Agreement" means the agreement by and between the County and the Escrow Agent relating to the defeasance of the Refunded Bonds.

"Federal Securities" means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America (including Interest Strips of the Resolution Funding Corporation).

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that

"financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"Fiscal Year" means the twelve-month accounting period for the County, which presently is the twelve-month period beginning on October 1 of each year and ending on September 30 of the following year, but which may be changed from time to time by the Commissioners Court.

"Initial Bond(s)" means the Bond(s) authorized, issued, and initially delivered as provided in Section 3 of this Bond Order.

"Interest Payment Date" means a date on which interest on the Current Interest Bonds is due and payable as set forth in each Pricing Certificate.

"Issuance Date" means the date of delivery of a Series of the Bonds.

"MSRB" means the Municipal Securities Rulemaking Board.

"Outstanding" when used with reference to Bonds, means, as of a particular date, all Bonds theretofore and thereupon delivered except; (a) any Bond canceled by or on behalf of the County at or before said date, (b) any Bond defeased or no longer considered Outstanding pursuant to the provisions of this Order or otherwise defeased as permitted by applicable law and (c) any such Bond in lieu of or in substitution for which another Bond shall have been delivered pursuant to this Order.

"Premium Compound Interest Bonds" means the Bonds on which no interest is paid prior to maturity, maturing in various amounts and in the aggregate principal amount as set forth in each Pricing Certificate.

"Pricing Certificate" means each Pricing Certificate of the County's Pricing Officer to be executed and delivered pursuant to Section 3 hereof in connection with the issuance of one or more series of Bonds.

"Pricing Officer" means the County Auditor, acting as the designated pricing officer of the County to execute each Pricing Certificate. In the absence of the County Auditor, the County Judge may act as the designated pricing officer of the County to execute each Pricing Certificate.

"Record Date" means, with respect to an Interest Payment Date, the dates are set forth in each Pricing Certificate.

"Redemption Date" means a date fixed for redemption of any Bond pursuant to the terms of this Bond Order and each Pricing Certificate.

"Refundable Obligations" means all or a portion of the outstanding unlimited and limited ad valorem tax obligations of the County.

"Refunded Obligations" means those Refundable Obligations designated by the Pricing Officer in each Pricing Certificate to be refunded.

"Register" means the registry system maintained on behalf of the County by the Registrar in which are listed the names and addresses of the Registered Owners and the principal amount of Bonds registered in the name of each Registered Owner.

"Registered Owner" means any person or entity in whose name a Bond is registered.

"Registrar" or "Paying Agent/Registrar" means the bank, trust company, financial institution, or other entity designated by the Pricing Officer to act as paying agent and registrar for the Bonds in accordance with the terms of this Bond Order.

"Replacement Bonds" means the Bonds authorized by the County to be issued in substitution for lost, apparently destroyed, or wrongfully taken Bonds as provided in Section 9 of this Bond Order.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"Series" means any designated series of Bonds issued pursuant to this Bond Order.

"Tax-Exempt Bonds" means each Series of Bonds bearing interest which is excludable from gross income for federal taxation purposes pursuant to Section 103 of the IRS Code.

"Taxable Series" means each Series of Bonds bearing interest at a taxable rate.

"Tax-Exempt Series" means each Series of Tax-Exempt Bonds.

"Underwriter" means the senior managing underwriter as selected by the Pricing Officer for each series of the Bonds issued pursuant to this Bond Order and the other co-managers for each series of Bonds as the Pricing Officer deems appropriate.

Section 3. DESIGNATION, DATE, DENOMINATIONS, NUMBERS AND DELEGATION OF EACH SERIES OF THE BONDS TO PRICING OFFICER. (a) Each bond issued pursuant to this Bond Order shall be designated: **"WILLIAMSON COUNTY, TEXAS LIMITED TAX REFUNDING BOND"** and initially there shall be issued, sold, and delivered hereunder one or more Series of fully registered bonds without interest coupons, which may be in the form of Current Interest Bonds or Premium Compound Interest Bonds, numbered consecutively from R-1 upward, in the case of Current Interest Bonds, and from PC-1 upward, in the case of Premium Compound Interest Bonds (except the Initial Bond delivered to the Attorney General of the State of Texas which shall be numbered T-1 and TPC-1, respectively) payable to the respective initial Registered Owners thereof, or to the registered assignee or assignees of said Bonds or any portion or portions thereof, in Authorized Denominations, with each Series of Bonds maturing not later than February 15, 2045 serially or otherwise on the dates, in the years and in the

principal amounts, respectively, and dated, all as set forth in each Pricing Certificate to be executed and delivered by the Pricing Officer pursuant to subsection (b) of this section. The Pricing Certificate is hereby incorporated in and made a part of this Bond Order. The title of each Series of the Bonds shall be designated by the year in which it is awarded pursuant to Section 3(b) below. The authority for the Pricing Officer to execute and deliver each Pricing Certificate for a Series of the Bonds shall expire at 5:00 p.m. C.S.T. on May 13, 2026. Bonds priced on or before May 13, 2026 may be delivered to the Underwriters or initial purchaser, as applicable, after such date.

(b) As authorized by Chapter 1371 and Section 1207.007, Texas Government Code, as amended, the Pricing Officer is hereby authorized to act on behalf of the County in selling and delivering one or more Series of the Bonds, determining if a Series of Bonds is a Taxable Series or a Tax-Exempt Series and determining which of the Refundable Bonds shall be refunded and constitute Refunded Bonds under this Bond Order and carrying out the other procedures specified in this Bond Order, including determining the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the aggregate principal amount of Current Interest Bonds and Premium Compound Interest Bonds, the rate or rates of interest to be borne by each such maturity, the interest payment periods, the dates, price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the County, as well as any mandatory sinking fund redemption provisions and all other matters relating to the issuance, sale, and delivery of the Bonds and the refunding of the Refunded Bonds, all of which shall be specified in each Pricing Certificate; provided that (i) the price to be paid for a Series of the Bonds shall not be less than 90% of the aggregate original principal amount thereof plus accrued interest thereon from its date to its delivery, (ii) none of the Bonds shall bear interest at a rate, or yield in the case of Premium Compound Interest Bonds, greater than the maximum authorized by law, and (iii) the refunding must produce a net present value debt service savings of at least 2.00% of the principal amount of the Refunded Bonds, net of any County contribution. In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not to exceed the amount authorized in Section 1, which shall be sufficient to provide for the purposes for which the Bonds are authorized and to pay the costs of issuing the Bonds.

(c) To achieve advantageous borrowing costs for the County, the Bonds shall be sold on a negotiated, placement or competitive basis as determined by the Pricing Officer in each Pricing Certificate. In determining whether to sell the Bonds by negotiated, placement or competitive sale, the Pricing Officer shall take into account any material disclosure issues which might affect the net borrowing costs on a Series of the Bonds.

If the Pricing Officer determines that the Bonds should be sold at a competitive sale, the Pricing Officer shall cause to be prepared a notice of sale and official statement in such manner as the Pricing Officer deems appropriate, to make the notice of sale and official statement available to those institutions and firms wishing to submit a bid for the Bonds, to receive such bids, and to award the sale of the Bonds to the bidder submitting the best bid in accordance with the provisions of the notice of sale.

If the Pricing Officer determines that the Bonds should be sold by a negotiated sale or placement, the Pricing Officer shall designate the placement purchaser or the Underwriters for the Bonds and such additional investment banking firms as the Pricing Officer deems appropriate to assure that the Bonds are sold on the most advantageous terms to the County. The Pricing Officer, acting for and on behalf of the County, is authorized to enter into and carry out a purchase agreement for a Series of the Bonds to be sold by negotiated sale or placement, with the Underwriters or placement purchasers respectively, at such price, with and subject to such terms as determined by the Pricing Officer pursuant to Section 3(b) above. Each purchase agreement shall be substantially in the form and substance previously approved by the County in connection with the previously issued ad valorem tax debt with such changes as are acceptable to the Pricing Officer.

In satisfaction of Section 1201.022(a)(3), Texas Government Code, the County hereby determines that the delegation of the authority to the Pricing Officer to approve the final terms and conditions of each Series of the Bonds as set forth in this Bond Order is, and the decisions made by the Pricing Officer pursuant to such delegated authority and incorporated in the Pricing Certificate will be, in the best interests and shall have the same force and effect as if such determination were made by the County and the Pricing Officer is hereby authorized to make and include in a Pricing Certificate an appropriate finding to that effect.

(d) The Current Interest Bonds shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF BONDS set forth in this Bond Order to their respective dates of maturity or redemption, if applicable, at the rates per annum set forth in each Pricing Certificate.

The Premium Compound Interest Bonds shall bear interest from the Issuance Date, calculated on the basis of a 360-day year composed of twelve 30-day months (subject to rounding to the Compounded Amounts thereof), compounded on the Compounding Dates as set forth in each Pricing Certificate, and payable, together with the principal amount thereof, in the manner provided in the Form of Bonds at the rates set forth in the Pricing Certificate. Attached to each Pricing Certificate, if Premium Compound Interest Bonds are to be issued, shall be the Accretion Table. The Accreted Value with respect to any date other than a Compounding Date is the amount set forth on the Accretion Table with respect to the last preceding Compounding Date, plus the portion of the difference between such amount and the amount set forth on the Accretion Table with respect to the next succeeding Compounding Date that the number of days (based on 30-day months) from such last preceding Compounding Date to the date for which such determination is being calculated bears to the total number of days (based on 30-day months) from such last preceding Compounding Date to the next succeeding Compounding Date.

Section 4. CHARACTERISTICS OF THE BONDS. (a) Registration, Transfer, Conversion and Exchange; Authentication. The County shall keep or cause to be kept at the Paying Agent/Registrar books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Register"), and the County hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers and exchanges under such reasonable regulations as the County and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers and exchanges

as herein provided. The Paying Agent/Registrar shall obtain and record in the Register the address of the Registered Owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The County shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Register confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The County shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Bond Order. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

Except as provided in Section 4(c) of this Bond Order, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for exchange. No additional orders or resolutions need be passed or adopted by the Commissioners Court of the County or any other body or person so as to accomplish the foregoing exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Chapter 1201, Texas Government Code, as amended, and particularly Subchapter D thereof, the duty of exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Bond Order, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) Payment of Bonds and Interest. The County hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Bond Order and the Pricing Certificate. The Paying Agent/Registrar shall keep proper records of all payments made by the County and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Bond Order. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new Record Date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the past due interest shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may be transferred and assigned, (iii) may be exchanged for other Bonds, (iv)

shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Bonds shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the County shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the Pricing Certificate and the FORM OF BOND set forth in this Bond Order. The Initial Bond(s) are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in exchange for any Initial Bond or Bonds issued under this Order the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BOND.

(d) Substitute Paying Agent/Registrar. The County covenants with the Registered Owners of the Bonds that at all times while the Bonds are outstanding the County will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Bond Order, and that the Paying Agent/Registrar will be one entity. The County reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective at such time which will not disrupt or delay payment on the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the County covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Bond Order. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Register (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the County. Upon any change in the Paying Agent/Registrar, the County promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Bond Order, and a certified copy of this Bond Order shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry-Only System. The Bonds issued in exchange for the Initial Bond initially issued as provided in Section 4(h) shall be issued in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC") and except as provided in subsection (f) hereof, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the County and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC participants (the "DTC Participant") or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the County and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC

Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Register, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any person, other than a Registered Owner, as shown on the Register of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Bond Order to the contrary, but to the extent permitted by law, the County and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of and interest, with respect to such Bond, for the purposes of registering transfers with respect to such Bond, and for all other purposes of registering transfers with respect to such Bonds, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective Registered Owners, as shown in the Register as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Register, shall receive a Bond evidencing the obligation of the County to make payments of principal, and interest pursuant to this Bond Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Bond Order with respect to interest checks being mailed to the registered owner at the close of business on the Record Date the word "Cede & Co." in this Bond Order shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the County determines to discontinue the book-entry system through DTC or a successor or DTC determines to discontinue providing its services with respect to the Bond, the County shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names the Registered Owner transferring or exchanging Bond shall designate, in accordance with the provisions of this Bond Order.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Bond Order to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Blanket Letter of Representations of the County to DTC.

(h) Initial Bond(s). The Bonds herein authorized shall be initially issued as fully registered Bonds, being one Bond in the denomination of the applicable principal amount and the Initial Bond shall be registered in the name of the Underwriter. The Initial Bond(s) shall be the Bond(s)

submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Underwriters or initial purchaser, as applicable. Immediately after the delivery of the Initial Bond(s), the Paying Agent/Registrar shall cancel the Initial Bond(s) delivered hereunder and exchange therefor Bonds in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of DTC and except as provided in Section 4(f) herein, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(i) DTC Blanket Letter of Representations. The County confirms execution of a Blanket Issuer Letter of Representations with DTC establishing the Book-Entry-Only System which will be utilized with respect to the Bonds.

Section 5. FORM OF BOND. The form of the Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Bond Order, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Bond Order and the Pricing Certificate.

FORM OF FIRST PARAGRAPHS OF CURRENT INTEREST BONDS

NO. R-	**UNITED STATES OF AMERICA** **STATE OF TEXAS** **WILLIAMSON COUNTY**	**PRINCIPAL AMOUNT** **$_____**

WILLIAMSON COUNTY, TEXAS
LIMITED TAX REFUNDING BOND
SERIES _____*

INTEREST RATE	**DATE OF BOND**	**MATURITY DATE**	**CUSIP NO.**

REGISTERED OWNER:

PRINCIPAL AMOUNT: **DOLLARS**

ON THE MATURITY DATE specified above, **WILLIAMSON COUNTY, TEXAS** (the "County"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered

*As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete the missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

Owner") the principal amount set forth above, and to pay interest thereon from _____*, on _____* and semiannually thereafter on each _____* and _____* to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; except that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the County and the securities depository.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity or upon the date fixed for its redemption prior to maturity, at the Paying Agent/Registrar at their office in _____, Texas (the "Designated Payment/Transfer Office"). The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the County required by the order authorizing the issuance of this Bond (the "Bond Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the close of business as of the last day of the month preceding each such date (the "Record Date") on the Register kept by the Paying Agent/Registrar (the "Register"). In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

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*As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete the missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

DURING ANY PERIOD in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the County and the securities depository.

ANY ACCRUED INTEREST due at maturity as provided herein or upon the redemption of this Bond prior to maturity shall be paid to the Registered Owner upon presentation and surrender of this Bond for payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The County covenants with the Registered Owner of this Bond that on or before each principal payment date, interest payment date and accrued interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Order, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

FORM OF FIRST PARAGRAPHS OF PREMIUM COMPOUND INTEREST BONDS*

NO. PC-	**UNITED STATES OF AMERICA** **STATE OF TEXAS** **WILLIAMSON COUNTY**	**MATURITY AMOUNT** **$_____**

WILLIAMSON COUNTY, TEXAS
LIMITED TAX REFUNDING BOND
SERIES _____*

INTEREST RATE	**ISSUANCE DATE**	**DATE OF BONDS**	**MATURITY DATE**

REGISTERED OWNER:

MATURITY AMOUNT: **DOLLARS**

ON THE MATURITY DATE specified above, **WILLIAMSON COUNTY, TEXAS** (the "County"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above representing the principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, calculated on the basis of a 360 day year comprised of twelve 30 day months, compounded semiannually on _____* and _____* of each year commencing _____, 20___*. For convenience of reference a table

*As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete the missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

of the "Accreted Value" per $5,000 Maturity Amount is printed on the reverse side of this Bond. The term "Accreted Value" as set forth in the table on the reverse side hereof shall mean the original principal amount plus initial premium per $5,000 Maturity Amount compounded semiannually on _____* and _____* at the yield shown on such table.

THE MATURITY AMOUNT of this Bond is payable in lawful money of the United States of America, without exchange or collection charges. The Maturity Amount of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity, at the designated office for payment of _____, _____, Texas which is the "Paying Agent/Registrar" for this Bond, and shall be drawn by the Paying Agent/Registrar on, and solely from, funds of the County required by the order authorizing the issuance of the Bonds (the "Bond Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided, payable to the Registered Owner hereof, as it appears on the Register kept by the Paying Agent/Registrar, as hereinafter described. The County covenants with the Registered Owner of this Bond that on or before the Maturity Date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Order, the amounts required to provide for the payment, in immediately available funds of the Maturity Amount, when due. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the County and the securities depository.

[FORM OF REMAINDER OF EACH BOND]*

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the county where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a series of Bonds dated _____*, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of **$_____*** **[CONSTITUTING $_____ CURRENT INTEREST BONDS AND $_____ PREMIUM COMPOUND INTEREST BONDS]** FOR THE PURPOSE OF (i) REFUNDING THE REFUNDED OBLIGATIONS AND (ii) PAYING CERTAIN COSTS OF ISSUANCE OF THE BONDS.**

(INSERT REDEMPTION PROVISIONS AS PROVIDED IN THE PRICING CERTIFICATE)

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* As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete the missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

** To be included only if Current Interest Bonds and Premium Compound Interest Bonds are both issued and completed as determined in the Pricing Certificate

ON _____[*], or on any date thereafter, the Bonds maturing on and after _____[*] may be redeemed prior to their scheduled maturities, at the option of the County, with funds derived from any available and lawful source, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption as a whole, or from time to time in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the County and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Bonds, or portions thereof, within such maturity to be redeemed (provided that a portion of a Bond may be redeemed only in integral multiples of $5,000).

[**THE BONDS MATURING ON _____ 15, _____**[*] are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts, on the following dates and at a price of par plus accrued interest to the redemption date.

Term Bonds Maturing _____, 20___[†]

Redemption Date	**Principal Amount**
_____, 20___	$
_____, 20___	

[†]Final Maturity

THE PRINCIPAL AMOUNT of the Bonds required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the County by the principal amount of any Bonds of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the County at a price not exceeding the principal amount of such Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and cancelled by the Paying Agent/Registrar at the request of the County with monies in the Interest and Sinking Fund at a price not exceeding the principal amount of the Bonds plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.][**]

NO LESS THAN 30 calendar days prior to the date fixed for any optional redemption, the County shall cause the Paying Agent/Registrar to send notice by United States mail, first-class postage prepaid to the Registered Owner of each Bond to be redeemed at its address as it appeared on the Register of the Paying Agent/Registrar at the close of business on the 45th day prior to the redemption date and to major securities depositories, national bond rating agencies and bond

[*]As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

[**]To be included only if certain maturities of Bonds are subject to mandatory sinking fund redemption as determined by the Pricing Officer in the Pricing Certificate.

information services; provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bonds. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed. If due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bonds shall be redeemed a substitute Bonds or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of $5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the County, all as provided in the Bond Order.

WITH RESPECT TO any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Order have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the County, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the County shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, in the denomination of any integral multiple of $5,000. As provided in the Bond Order, this Bond, or any unredeemed portion hereof, may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of $5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Order. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of $5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions

hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the County. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing on the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date or (ii) with respect to any Bond or portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date; provided, however, such limitation of transfer shall not be applicable to an exchange by the Registered Owner of the unredeemed balance of the Bond.

WHENEVER the beneficial ownership of this Bond is determined by a book entry at a securities depository for the Bonds, the foregoing requirements of holding, delivering or transferring this Bond shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the County, resigns, or otherwise ceases to act as such, the County has covenanted in the Bond Order that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Bonds.

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond have been performed, existed, and been done in accordance with law; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the County, and have been pledged for such payment, within the limits prescribed by law.

BY BECOMING the Registered Owner of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Bond Order, agrees to be bound by such terms and provisions, acknowledges that the Bond Order is duly recorded and available for inspection in the official minutes and records of the governing body of the County, and agrees that the terms and provisions of this Bond and the Bond Order constitute a contract between each Registered Owner hereof and the County.

IN WITNESS WHEREOF, the County has caused this Bond to be signed with the manual or facsimile signature of the County Judge of the County and countersigned with the manual or facsimile signature of the County Clerk and County Treasurer, and has caused the official seal of the County to be duly impressed, or placed in facsimile, on this Bond.

_____ _____

County Clerk County Judge

_____
County Treasurer

[COUNTY SEAL]

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Bond is not accompanied by an
executed Registration Certificate of the Comptroller
of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Order described in the text of this Bond; and that this Bond has been issued in replacement of, or in exchange for, a Bond, Bonds, or a portion of a Bond or Bonds which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated _____

_____**, Texas**
Paying Agent/Registrar

By_____
Authorized Representative

FORM OF ASSIGNMENT

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

_____

_____
Please insert Social Security or Taxpayer Identification Number of Transferee

_____

_____
Please print or typewrite name and address, including zip code, of Transferee

_____

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the

within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____	_____
NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company	NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular without alteration or enlargement or any change whatsoever

FORM OF REGISTRATION CERTIFICATE OF THE COMPTROLLER OF PUBLIC ACCOUNTS:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

_____
Comptroller of Public Accounts
of the State of Texas

[COMPTROLLER'S SEAL]

INSERTIONS FOR THE INITIAL CURRENT INTEREST BOND

(i) The initial Current Interest Bond shall be in the form set forth in this Section, except that:

A. immediately under the name of the Current Interest Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"ON THE MATURITY DATE SPECIFIED BELOW, Williamson County, Texas (the "County"), being a political subdivision, hereby promises to pay to the Registered Owner specified

above, or registered assigns (hereinafter called the "Registered Owner"), on _____* in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Maturity Date	Principal Amount	Interest Rate

(Information from Pricing Certificate to be inserted)

The County promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from _____* at the respective Interest Rate per annum specified above. Interest is payable on _____* and semiannually on each _____* and _____* thereafter to the date of payment of the principal installment specified above; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The initial Bond shall be numbered "T-1."

(ii) The Initial Compound Interest Bond shall be in the form set forth in this Section, except that:

A. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"**WILLIAMSON COUNTY, TEXAS** (the "County"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the Payment at Maturity on _____* in each of the years and in installments of the respective Maturity Amounts set forth in the following schedule:

* As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete the missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

Maturity Date	Principal Amount	Interest Rate

(Information for the Premium Compound Interest Bonds from the Pricing Certificate to be inserted)

The amount shown above as the respective Maturity Amounts represent the principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, compounded semiannually on _____* and _____* of each year commencing _____*. For convenience of reference, a table appears on the back of this Bond showing the "Compounded Amount" of the original principal amount plus initial premium, if any, per $5,000 Maturity Amount compounded semiannually at the yield shown on such table."

C. the Initial Premium Compound Interest Bond shall be numbered "TPC-1."

Section 6. INTEREST AND SINKING FUND. A special Interest and Sinking Fund (the "Interest and Sinking Fund") is hereby created solely for the benefit of the Bonds, and the Interest and Sinking Fund shall be established and maintained by the County at an official depository bank of the County. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the County and shall be used only for paying the interest on and principal of the Bonds. All ad valorem taxes levied and collected for and on account of the Bonds shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Bonds or interest thereon are outstanding and unpaid, the Commissioners Court of the County shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Bonds as such principal matures (but never less than 2% of the original principal amount of the Bonds as a sinking fund each year); and the tax shall be based on the latest approved tax rolls of the County, with full allowance being made for tax delinquencies and the cost of tax collection. The rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the County for each year while any of the Bonds or interest thereon are outstanding and unpaid; and the tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund. The ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment within the legal limits prescribed by law. Accrued interest shall be deposited in the Interest and Sinking Fund. Any remaining premium after payment of costs of issuance and deposits to the Escrow Fund shall be deposited in the Interest and Sinking Fund and used to only pay principal of the Bonds.

Section 7. ESTABLISHMENT OF ESCROW FUND AND DISPOSITION OF PROCEEDS. (a) Escrow Fund. The proceeds of the Bonds less the costs of issuance and accrued

* As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete the missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

interest, together with any cash contribution, in an amount necessary to refund the Refunded Obligations shall be deposited in the Escrow Fund created and governed by the terms of the Escrow Agreement substantially in the form previously used by the County in connection with refunding outstanding obligations, with such changes as approved by the Pricing Officer.

(b) Accrued Interest. Any accrued interest on the Bonds shall be deposited in the Interest and Sinking Fund.

(c) Interest Earnings. Interest earnings derived from the investment of proceeds from the sale of the Bonds shall be used along with the Bond proceeds for the purpose for which the Bonds are issued as set forth in Section 1 hereof or to pay principal or interest payments on the Bonds; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on bond proceeds which are required to be rebated to the United States of America pursuant to Section 11 hereof in order to prevent the Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

(d) Investment of Funds. The County hereby covenants that the proceeds of the sale of the Bonds will be used as soon as practicable for the purposes for which the Bonds are issued. Obligations purchased as an investment of money in any fund shall be deemed to be a part of such fund. Any money in any fund created by this Bond Order, other than the Escrow Fund, may be invested as permitted by the Public Funds Investment Act, as amended. The Escrow Fund shall be invested only as directed by the Escrow Agreement.

(e) Security for Funds. All funds created by this Bond Order shall be secured in the manner and to the fullest extent required by law for the security of funds of the County.

(f) Maintenance of Funds. Any funds created pursuant to this Bond Order, other than the Escrow Fund, may be created as separate funds or accounts or as subaccounts of the County's General Fund held by the County's depository, and, as such, not held in separate bank accounts, such treatment shall not constitute a commingling of the monies in such funds or of such funds and the County shall keep full and complete records indicating the monies and investments credited to each such fund.

(g) Perfection. Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the ad valorem taxes granted by the County under this Section, and is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the ad valorem taxes granted by the County under this Section is to be subject to the filing requirements of Chapter 9, Business and Commerce Code, then in order to preserve to the Owners of the Bonds the perfection of the security interest in said pledge, the County agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business and Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

(h) Appropriation of Available Funds. There is hereby appropriated from funds of the County lawfully available for such purpose a sum sufficient to pay the interest and/or principal to become due on the Bonds prior to receipt of applicable tax receipts.

Section 8. DEFEASANCE OF BONDS. (a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Bond Order, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or commercial bank or trust company for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the County with the Paying Agent/Registrar or commercial bank or trust company for the payment of its services until all Defeased Bonds shall have become due and payable or (3) any combination of (1) and (2). At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied as provided in this Order, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Bond as aforesaid when proper notice of redemption of such Bonds shall have been given, in accordance with this Bond Order. Any money so deposited with the Paying Agent/Registrar or commercial bank or trust company as provided in this Section may at the discretion of the Commissioners Court also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or commercial bank or trust company pursuant to this Section which is not required for the payment of such Bond and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be turned over to the Commissioners Court.

(c) Notwithstanding any provision of any other Section of this Bond Order which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Bonds and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Bonds and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the County shall make proper arrangements to provide and pay for such services as required by this Bond Order.

(d) Notwithstanding anything elsewhere in this Bond Order, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or commercial bank

or trust company pursuant to this Section for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Bond affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Bond to be paid at its maturity, the County retains the right under Texas law to later call that Defeased Bond for redemption in accordance with the provisions of the Bond Order authorizing its issuance, the County may call such Defeased Bond for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Bond as though it was being defeased at the time of the exercise of the option to redeem the Defeased Bond and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Bond.

Section 9. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS. (a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new Bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the Registered Owner applying for a replacement bond shall furnish to the County and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the Registered Owner shall furnish to the County and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the County may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement Bond, the Paying Agent/Registrar shall charge the Registered Owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the County whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Bond Order equally and proportionately with any and all other Bonds duly issued under this Bond Order.

(e) Authority for Issuing Replacement Bonds. In accordance with Subchapter D of Texas Government Code, Chapter 1201, this Section 9 shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the County or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 4(a) of this Bond Order for Bonds issued in conversion and exchange for other Bonds.

Section 10. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The County Judge is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds the Comptroller of Public Accounts (or a deputy designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of the Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the County's Bond Counsel and the assigned CUSIP numbers may, at the option of the County, be printed on the Bonds issued and delivered under this Bond Order, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Bonds. In addition, if bond insurance or other credit enhancement is obtained, the Bonds may bear an appropriate legend.

Section 11. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE TAX-EXEMPT BONDS. (a) Covenants. The County covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Tax-Exempt Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the County covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Tax-Exempt Bonds or the Refunded Obligations or the projects financed or refinanced therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds of the Tax-Exempt Bonds or the Refunded Bonds or the projects financed or refinanced therewith are so used, such amounts, whether or not received by the County, with respect to such private business use, do not, under the terms of this Bond Order or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Tax-Exempt Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Tax-Exempt Bonds or the Refunded Bonds or the projects financed or refinanced therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is

used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Tax-Exempt Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Tax-Exempt Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would otherwise result in the Tax-Exempt Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Tax-Exempt Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Tax-Exempt Bonds, other than investment property acquired with --

(A) proceeds of the Tax-Exempt Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section l.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Tax-Exempt Bonds;

(7) to otherwise restrict the use of the proceeds of the Tax-Exempt Bonds or amounts treated as proceeds of the Tax-Exempt Bonds, as may be necessary, so that the Tax-Exempt Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Tax-Exempt Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Tax-Exempt Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Tax-Exempt Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Tax-

Exempt Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (9), a "Rebate Fund" is hereby established by the County for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The County understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds. It is the understanding of the County that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Tax-Exempt Bonds, the County will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Tax-Exempt Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Tax-Exempt Bonds, the County agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Tax-Exempt Bonds under section 103 of the Code. In furtherance of such intention, the County hereby authorizes and directs the Pricing Officer to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the County, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds. This Bond Order is intended to satisfy the official intent requirements set forth in Section 1.150-2 of the Treasury Regulations.

(d) Disposition of Project. The County covenants that the property constituting the projects financed or refinanced with the proceeds of the Tax-Exempt Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the County of cash or other compensation, unless the County obtains an opinion of nationally recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the County shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 12. SALE OF BONDS. Each Series of Bonds shall be sold and delivered, pursuant to each purchase agreement by and between the County and the Underwriters or initial purchaser, as applicable, in substantially the form previously approved by the County in connection with refunding bonds at a price and under the terms set forth in each Pricing Certificate.

The Pricing Officer is authorized to approve such changes to each bond purchase agreement as necessary in connection with the sale of each Series of the Bonds.

Section 13. REMEDIES IN EVENT OF DEFAULT. (a) Events of Default. Each of the following occurrences or events for the purpose of this Bond Order is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the County, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Bonds, including, but not limited to, their prospect or ability to be repaid in accordance with this Bond Order, and the continuation thereof for a period of 60 days after written notice of such default is given by any Registered Owner to the County.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the County, or any official, officer or employee of the County in their official capacity, for the purpose of protecting and enforcing the rights of the Registered Owners under this Bond Order, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Bond Order, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Bond Order.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Bond Order, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Bond Order do not and shall never constitute or give rise

to a personal or pecuniary liability or charge against the officers, employees or trustees of the County or the Commissioners Court.

Section 14. APPROVAL OF OFFICIAL STATEMENT AND PAYING AGENT/REGISTRAR AGREEMENT. The Pricing Officer is hereby authorized to approve the Preliminary Official Statement in connection with each Series of Bonds, the Official Statement relating to each Series of the Bonds and any addenda, supplement or amendment thereto, and to deem such documents final in accordance with Rule 15c2-12. The County further approves the distribution of such Official Statement in the reoffering of the Bonds by the Underwriter in final form, with such changes therein or additions thereto as the Pricing Officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof.

One or more Paying Agent/Registrar Agreements by and between the County and the paying agent/registrar ("Paying Agent Agreement") in substantially the form and substance previously approved by the County is hereby approved and the Pricing Officer is hereby authorized and directed to complete, amend, modify and execute the Paying Agent Agreement, as necessary.

Section 15. APPROVAL OF ESCROW AGREEMENT. The Escrow Agreement in connection with each Series of the Bonds by and between the County and the Escrow Agent ("Escrow Agreement") is hereby approved, and the Pricing Officer is hereby authorized to complete, amend, modify and execute each Escrow Agreement, as necessary.

Section 16. ESCROW AGREEMENT AND RELATED PROVISIONS. (a) the discharge and defeasance of Refunded Obligations shall be effectuated pursuant to the terms and provision of an Escrow Agreement, in the form and containing the terms and provisions as shall be approved by a Pricing Officer, including designation of the Escrow Agent and insertions, additions, deletions, and modifications as may be necessary (a) to carry out the program designed for the County by the underwriters or purchasers, (b) to maximize the County's present value savings and /or to minimize the County's costs of refunding, (c) to comply with all applicable laws and regulations relations to the refunding of the Refunded Obligations and (d) to carry out the other intents and purposes of this order; and, the Pricing Officer is hereby authorized to execute and deliver such Escrow Agreement on behalf of the County, in multiple counterparts.

(b) To maximize the County's present value savings and to minimize the County's costs of refunding, the County hereby authorizes and directs that certain of the Refunded Obligations shall be called for redemption prior to maturity in the amounts , at the dates and at the redemption prices set forth in each Pricing Certificate, and the Pricing Officer is hereby authorized an directed to take all necessary and appropriate action to give or cause to be given a notice of redemption to the holders or paying agent/registrars, as appropriate, of such Refunded Obligations, in the manner required by the documents authorizing the issuance of such Refunded Obligations.

(c) A Pricing Officer and the Escrow Agent are each hereby authorized (a) to subscribe for, agree to purchase, and purchase Defeasance Securities that are permitted investments for a defeasance escrow established to defease Refunded Obligations, and to execute any and all subscriptions, purchase agreement, commitments, letter of authorization and other documents necessary to effectuate the foregoing, and any actions heretofore taken for such purpose are hereby

ratified and approved, and (b) to authorize such contributions to the escrow fund as are provided in each Escrow Agreement.

Section 17. NOTICE TO PAYING AGENT. The Refunded Obligations shall be called for redemption pursuant to each Pricing Certificate, and the Pricing Officer is hereby authorized to direct the respective paying agents for the Refunded Obligations to make appropriate arrangements so that such Refunded Obligations may be redeemed on the respective redemption dates pursuant to the Pricing Certificate. A copy of such notice of redemption shall be delivered to the respective paying agents so mentioned in the notices.

Section 18. CONTINUING DISCLOSURE UNDERTAKING. (a) Annual Reports. The County shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the County ending in or after 2025, financial information and operating data with respect to the County of the general type included in the final Official Statement authorized by Section 14 of this Bond Order, being information of the type described in each Pricing Certificate, including financial statements of the County if audited financial statements of the County are then available, and (2) if not provided as part of such financial information and operating data, audited financial statements of the County, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit "A" hereto, or such other accounting principles as the County may be required to employ from time to time pursuant to state law or regulation, and in substantially the form included in the official statement, and (ii) audited, if the County commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the County shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

If the County changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the County otherwise would be required to provide financial information and operating data pursuant to this Section.

(b) Event Notices. The County shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Bonds:

1. Principal and interest payment delinquencies;

2. Non-payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701–TEB) or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other material events affecting the tax-exempt status of the Bonds

7. Modifications to rights of holders of the Bonds, if material;

8. Bond calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the Bonds, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event of the County;

13. The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

15. Incurrence of a Financial Obligation of the County, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the County any of which affect security holders, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the County, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the County in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the County in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or government authority having supervision or jurisdiction over substantially all of the assets or business of the County, and (b) the County intends the words used in the immediately

preceding paragraphs (15) and (16) and the definition of Financial Obligation in Section 2 of this Bond Order to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The County shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the County to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Limitations, Disclaimers, and Amendments. The County shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the County remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the County in any event will give notice of any deposit made in accordance with Section 8 of this Bond Order that causes the Bonds no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The County undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The County does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE COUNTY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the County in observing or performing its obligations under this Section shall comprise a breach of or default under this Bond Order for purposes of any other provision of this Bond Order.

Should the Rule be amended to obligate the County to make filings with or provide notices to entities other than the MSRB, the County hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the County under federal and state securities laws.

The provisions of this Section may be amended by the County from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the County, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Bond Order that authorizes such an amendment) of the outstanding Bonds consents to such amendment or (b) a person that is unaffiliated with the County (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the holders and beneficial owners of the Bonds. If the County so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with paragraph (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The County may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

(d) Format, Identifying Information, and Incorporation by Reference. All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB.

Financial information and operating data to be provided pursuant to Subsection (a) of this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

Section 19. AMENDMENT OF ORDER. The County hereby reserves the right to amend this Bond Order subject to the following terms and conditions, to-wit:

(a) The County may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Bond Order in order to (i) cure any ambiguity, defect or omission in this Bond Order that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Bond Order and that shall not materially adversely affect the interests of the holders, (iv) qualify this Bond Order under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Bond Order as shall not be inconsistent with the provisions of this Bond Order and that shall not in the opinion of the County's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Bonds aggregating in principal amount 51% of the aggregate principal amount of then Outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the County; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then Outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Bond Order or in any of the Bonds so as to:

(1) Make any change in the maturity of any of the Outstanding Bonds;

(2) Reduce the rate of interest borne by any of the Outstanding Bonds;

(3) Reduce the amount of the principal of, or redemption premium, if any, payable on any Outstanding Bonds;

(4) Modify the terms of payment of principal or of interest or redemption premium on Outstanding Bonds or any of them or impose any condition with respect to such payment; or

(5) Change the minimum percentage of the principal amount of any series of Bonds necessary for consent to such amendment.

(c) If at any time the County shall desire to amend this Bond Order under this Section, the County shall send by U.S. mail to each registered owner of the affected Bonds a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the County for inspection by all holders of such Bonds.

(d) Whenever at any time within one year from the date of publication of such notice the County shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Bonds then Outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the County may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Bond Order pursuant to the provisions of this Section, this Bond Order shall be deemed to be modified and amended in accordance with such amendatory Bond Order, and the respective rights, duties, and obligations of the County and all holders of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six months from the date

of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the County, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Bonds then Outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

Section 20. NO PERSONAL LIABILITY. No covenant or agreement contained in the Bonds, this Bond Order or any corollary instrument shall be deemed to be the covenant or agreement of any member of the Commissioners Court or any officer, agent, employee or representative of the County in his individual capacity, and neither the Commissioners Court, directors, members, officers, agents, employees or representatives of the County nor any person executing the Bonds shall be personally liable thereon or be subject to any personal liability for damages or otherwise or accountability by reason of the issuance thereof, or any actions taken or duties performed in relation to the issuance of the Bonds, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability being expressly released and waived as a condition of and in consideration for the issuance of the Bonds.

Section 21. FURTHER ACTIONS. The County Judge, the County Auditor and the First Assistant County Auditor of the County (each an "Authorized Representative") are each hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the County all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this this Bond Order, the Bonds, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, the Bond Purchase Agreement, Escrow Agreement and the Official Statement.

In addition, prior to the initial delivery of the Bonds, each of the County Judge, the County Auditor and Bond Counsel are hereby authorized and directed to approve any changes or corrections to this Bond Order or to any of the instruments authorized and approved by this Bond Order necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Bond Order and as described in the Official Statement or (ii) obtain the approval of the Bonds by the Texas Attorney General's office. Bond Counsel is authorized to insert into the Pricing Certificate any necessary provisions required by the Bond Insurer and agreed to by the Pricing Officer.

In case any officer of the County whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 22. INTERPRETATIONS. All terms defined herein and all pronouns used in this Bond Order shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Bond Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Bond Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to

sustain the validity of the Bonds and the validity of the lien on and pledge to secure the payment of the Bonds.

Section 23. INCONSISTENT PROVISIONS. All orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provisions of this Bond Order are hereby repealed to the extent of such conflict and the provisions of this Bond Order shall be and remain controlling as to the matters contained herein.

Section 24. INTERESTED PARTIES. Nothing in this Bond Order expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the County and the registered owners of the Bonds, any right, remedy or claim under or by reason of this Bond Order or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Bond Order contained by and on behalf of the County shall be for the sole and exclusive benefit of the County and the registered owners of the Bonds.

Section 25. SEVERABILITY. The provisions of this Bond Order are severable; and in case any one or more of the provisions of this Bond Order or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, the remainder of this Bond Order nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

Section 26. REPEALER. All orders and resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 27. PAYMENT OF ATTORNEY GENERAL FEE. The County hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Bonds or (ii) $9,500, provided that such fee shall not be less than $750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the County's staff is hereby instructed to take the necessary measures to make this payment. The County is also authorized to reimburse the appropriate County funds for such payment from proceeds of the Bonds.

EXHIBIT A

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

Accounting Principles

The accounting principles of the County relating to funds and account groups will conform to generally accepted accounting principles (GAAP) as applied to governmental entities.

Commissioners Court - Regular Session **51.**

Meeting Date: 05/13/2025

Second Amendment and Restatement of the Regional Animal Shelter Agreement

Submitted By: Misty Valenta, Animal Services

Department: Animal Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a Second Amendment and Restatement of the Williamson County Regional Animal Shelter Agreement.

Background

Williamson County and the Cities of Round Rock, Cedar Park, Hutto and Leander formed the WCRAS in 2006. This regional partnership has allowed effective management of animals county-wide while reducing costs for each partner due to economies of scale. In 2016, the WCRAS members approved its first expansion. This ILA, approved by the Texas Attorney General's office, will allow Georgetown to join the partnership. The terms of this partnership include the City of Georgetown wholly funding a $15 million expansion of the WCRAS facility that is expected to provide capacity for all members through 2035. Georgetown will also begin making its pro rata share of O&M payments, approximately 15%, likely slightly lowering Williamson County's annual O&M cost. Georgetown will also pay an additional Equalization Fee totaling approximately $2 million over the next 10 years. Finally, Georgetown plans to lease its current animal shelter to WCRAS for use during the construction of the expansion. Adding Georgetown and the expanded capacity will require no additional funds from Williamson County and provide capacity for future growth.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Second Amendment and Restatement of the Williamson County Regional Animal Shelter Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/06/2025 05:36 PM
Form Started By: Misty Valenta		Started On: 05/02/2025 12:17 PM
Final Approval Date: 05/06/2025		

SECOND AMENDMENT AND RESTATEMENT
OF THE
WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER AGREEMENT

THIS SECOND AMENDMENT AND RESTATEMENT ("Second Amendment") to expand the membership of the Regional Shelter is made and entered into effective this _____, by and between WILLIAMSON COUNTY; the CITY OF CEDAR PARK; the CITY OF HUTTO; the CITY OF LEANDER; the CITY OF ROUND ROCK (collectively the "Member Governments"); and the CITY OF GEORGETOWN ("Georgetown"); all of which are political subdivisions of the State of Texas ("the Parties").

RECITALS

WHEREAS, Texas Government Code, Chapter 791, the Interlocal Cooperation Act provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the Parties; and,

WHEREAS, each of the Parties requires a regional animal shelter with the capability of providing animal sheltering services within the Williamson County, Texas, area on a regular basis; and,

WHEREAS, pursuant to the Williamson County Regional Animal Shelter Interlocal Agreement, as amended (the "Agreement"), the Member Governments jointly operate the Williamson County Regional Animal Shelter ("WCRAS") owned by Williamson County for the purpose of providing the public need for animal sheltering within Williamson County; and,

WHEREAS, the WCRAS also regularly operates at capacity and needs to expand its facility and operations in order to provide the public need for animal shelter and control services within Williamson County; and,

WHEREAS, the Parties share a common interest in designing and expanding a facility to better serve animal sheltering and control needs as described in the Texas Health and Safety Code, Chapter 823; and,

WHEREAS, the WCRAS Interlocal Agreement, as amended, allows for the Agreement to be further amended to admit a new party, located within Williamson County, as long as the new party agrees to: abide by all of the Agreement's conditions; pay the M&O Equalization Fee; and be responsible for its share of the M&O expenses; and,

WHEREAS, the Parties, by this Second Amendment and Restatement desire to add Georgetown as a new party to the Agreement in exchange for Georgetown abiding by all terms of the Agreement; funding the cost of the WCRAS facility expansion; paying the M&O Equalization Fee; and being responsible for its share of annual M&O expenses; and,

WHEREAS, such expansion of the WCRAS is reasonably expected to provide all Parties with sufficient space to meet their respective animal sheltering and control needs; and,

NOW, THEREFORE, the Member Governments agree to accept Georgetown as a full member of WCRAS, and in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

ARTICLE I.
RECITALS

The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

ARTICLE II.
MISSION OF THE REGIONAL ANIMAL SHELTER

The Mission of the Regional Shelter is to provide humane and cost-effective sheltering, reclaim, and adoption services for domestic animals that are ownerless or have been lost or abandoned.

ARTICLE III.
ORGANIZATION

1. BOARD REPRESENTATION: The business and affairs of the Regional Shelter shall be conducted by a board consisting of one (1) representative from each Party signing this Agreement. Each representative shall be appointed by the governing body of the respective Party, preferably a supervisor of the Police or other public safety department of the governmental agency responsible for dealing with animal control issues.

2. MEETINGS: The time and place of regular meetings of the Board shall be determined by the Board, but the Board shall meet not less than once every three months. The chairperson of the Board may also call a meeting whenever he/she deems it necessary. If the chairperson is unable or unwilling to call a meeting upon request of a representative of one of the Parties, a meeting may be called by any two Parties to this agreement. All meetings shall comply with Chapter 551 of the Texas Government Code, Texas Open Meetings Act.

3. QUORUM: A quorum shall exist for the purpose of conducting the business and affairs of the Board if a majority of the Board members are present at a scheduled meeting. The vote of the majority of a quorum is necessary for the Board to take any action. However, all members must be present for any votes pertaining to the budget, personnel, or amendments to this Agreement.

4. OFFICERS: The Board shall appoint a chairperson, a vice chairperson, and a secretary for a one-year term. Appointments of officers shall be held annually during the first week in October or as soon as possible thereafter.

5. SECRETARY: The secretary shall be responsible for keeping the minutes of all the meetings of the Board and all other official records. The secretary may be a non-member and non-voting.

ARTICLE IV
BOARD DUTIES AND RESPONSIBILITIES

1. BOARD RESPONSIBILITY: The Board's primary responsibilities shall be the review, oversight, and operation of all aspects of WCRAS shared by all Parties to this Agreement. The Board shall also be responsible for setting goals and objectives, setting policies, and approving procedures for the WCRAS program that further the mission of WCRAS and that are humane, efficient, and cost-effective. The Board will provide general, broad direction to the Director of WCRAS, review the Director's performance, review progress on stated goals and objectives, and adopt procedures to improve the operations of WCRAS as necessary.

   The Board shall produce or cause to be produced a semi-annual (April and October) status report on WCRAS operations. The report will be made available to the Chief Executive Officer of each Party. The report will communicate the current goals and objectives of WCRAS, progress made regarding the stated goals/objectives, budget status, and pertinent operational performance data.

   The Board shall hear and use best efforts to remedy concerns from the Parties regarding operations, facilities, or financial activities. If concerns are not able to be remedied by the Board, the Parties agree that an Executive Committee with one (1) representative per Party may be convened to resolve the concern. If said Executive Committee is unable to resolve a concern satisfactorily to all Parties, any Party reserves the right to withdraw from this Agreement pursuant to the terms stated herein.

   The costs and expenses that are considered to be shared are those incurred for the benefit of all Parties to this Agreement and include, but are not limited to, the following:

   a. Utilities and maintenance of the WCRAS site;
   b. Maintenance and repairs of WCRAS equipment at the WCRAS site;
   c. Staffing expenses;
   d. All other day-to-day expenses of operating and maintaining the WCRAS;
   e. Insurance, including building, content, and personal liability; and,
   f. The Parties are jointly and severally liable for any and all expenses incurred in connection with claims against the Regional Shelter, its personnel, and the Board, in the same proportion as stated in Article VI, Section 2 of this Agreement. No Party may settle any claim or incur any costs to settle any claim against the Shelter without the consent of the other Parties. If any party declines to participate in a settlement of a claim, that Party reserves the right to withdraw from this Agreement pursuant to the conditions stated in Section 3 herein.

2. BUDGET APPROVAL: The following matters involving the operation and costs associated with WCRAS are subject to recommendations from the Board and the annual approval from the governmental entities of each Party including all items related thereto:

   a. Operating procedures and policies;
   b. Annual budgets and expenditures, prepared in a line item format;

c. Acquisition, possession, leasing, encumbrance, and disposal of personal and real property;
d. Facilities improvement and expansion; and
e. Acquisition of major shelter equipment, including computer hardware.

3. BUDGET: The fiscal year for WCRAS will begin on October 1st of each year. Prior to April 1st of each year, the Board shall submit a budget to the respective governmental entities for their approval. The budget must be approved by all Board members. If all Board members cannot approve the budget, then the Executive Committee (as described in Section 1, ¶ 3 above) shall be convened to resolve budgetary concerns. The budget shall be adopted by the Board and forwarded to the respective governmental entities if 80% of the Executive Committee approves the proposed budget. If at least 80% of the representatives of the Executive Committee cannot agree on a proposed budget, then the previous year's budget shall be adopted by the Board and forwarded to the respective governmental entities for approval. Each annual· budget is subject to the approval of the governmental entity of each Party. If any Party declines to approve an annual budget, that Party reserves the right to withdraw from this Agreement pursuant to the conditions stated herein but will continue to participate in WCRAS activities and work to resolve the concerns in the interim and continue to comply with all terms and conditions provided herein. After adoption, the Budget may be amended as necessary upon approval of the Board and the governing body of each Party.

4. EXPENDITURES AND REIMBURSEMENT: No expenditures that exceed the annual budget shall be made unless and until said expenditures are approved by the Board as an amendment to the annual budget and approved by each Party. Any emergency expenditure that exceeds the annual approved budget shall be subject to being ratified by the governing body of each Party to this Agreement. No Party may receive reimbursement for an emergency expenditure attributable to said Party unless it receives approval from the governing body of every other Party to the Agreement.

5. BUDGET REVIEW: The Board shall receive a monthly budget status report, detailing revenues and expenditures and comparing them to the adopted budget line items. Upon approval of the Board, the monthly expenses will be apportioned among the Parties as determined herein.

6. PAYMENTS: Payments to Williamson County shall be made within thirty (30) days of receipt of the invoice.

7. ADMINISTRATION: The operation and maintenance of WCRAS facilities and equipment shall be conducted and/or administered by the Board.

8. SHELTER REVENUE: Except as further stated below, all revenues derived from or attributable to the operation of WCRAS will offset costs of operations to the benefit of the Parties.

ARTICLE V
COUNTY AND CITY OF GEORGETOWN RESPONSIBILITIES

1. SITE ACQUISITION: The County shall be responsible for acquiring and owning the WCRAS and all costs associated with said acquisition.

2. CAPITAL FACILITIES AND EQUIPMENT COSTS: The County agrees to provide financing for WCRAS Capital Facilities and Equipment, except as described in section 6 herein. The costs of the Capital Facilities and Equipment, shall be amortized over the standardized life of said facilities and equipment and incrementally charged to the Parties as part of the monthly Maintenance and Operation Expenses referenced herein. Capital Facilities and Equipment are defined as any facilities or equipment that have a useful life of greater than one year and cost more than $10,000.

3. REGIONAL SHELTER AVAILABILITY TO PARTIES: The County agrees to make WCRAS available to each Party for the term of this Agreement and for the purposes provided herein, so long as that Party is in compliance with this Agreement.

4. SERVICES AND COSTS: The County agrees to provide all financial and support services for all WCRAS operations, including accounting services and insurance. Additionally, the County shall hire the Director of WCRAS and all WCRAS personnel and provide payroll services. However, all these WCRAS personnel costs will be shared by the Parties as provided herein.

5. ACQUISITION OF GOODS AND SERVICES: After Board approval, the County shall contract for all goods and services on behalf of WCRAS.

6. CITY OF GEORGETOWN FUNDED EXPANSION: Georgetown agrees to fund the WCRAS facility expansion financing with proceeds of voter-approved bonds (the "Georgetown Bonds") in an amount not to exceed $15,000,000.00. Any expenditures over and above $15,000,000 shall not be the responsibility of Georgetown or any Member Government unless all parties agree to the expenditure. In compliance with the covenants of the Georgetown Bonds and state and federal law, the Parties hereby agree that (i) the WCRAS facility will provide Georgetown's animal sheltering and control services at least through the maturity date of the Georgetown Bonds, (ii) if there is an early termination of this Agreement not due to a default by Georgetown and Georgetown is unable to utilize the WCRAS facility expansion as contemplated in this Agreement the Parties will provide Georgetown with funds sufficient to defease or redeem the Georgetown Bonds, as applicable (except if termination is due to a force majeure event as defined below), (iii) the proceeds of the Georgetown Bonds may only be expended on the capital costs of the WCRAS facility expansion as approved by Georgetown, (iv) Williamson County, as the manager of the WCRAS facility, will comply with all federal tax law covenants required to maintain the tax-exempt status of the Georgetown Bonds; and (v) Georgetown will receive formal reports on the WCRAS facility operations, financial status, and the public benefits provided to Georgetown.

   The Parties acknowledge that proceeds of the Georgetown Bonds will be used to expand the WCRAS in exchange for the rights provided in this Agreement to Georgetown to utilize the WCRAS in furtherance of its public purpose of providing animal sheltering and control services for Georgetown. The parties agree that the fair market value of Georgetown's use of

the WCRAS provided by this Agreement during the term hereof is at least reasonably equivalent to the total amount of proceeds of the Georgetown Bonds.

Notwithstanding anything in this Agreement to the contrary, in the event this Agreement is terminated through a default of a party other than Georgetown such that Georgetown is prevented from using the WCRAS in the manner otherwise provided by this Agreement while the Georgetown Bonds are outstanding, Georgetown shall be entitled to receive from such defaulting party or parties an amount sufficient to defease the Georgetown Bonds to their call date, or if the Georgetown Bonds are then callable, an amount sufficient to redeem the Georgetown Bonds on the soonest practical date thereafter.

Force Majeure pertains to the performance of any obligations hereunder if prevented, delayed or hindered by war, riots, insurrection, civil disorder, embargoes, strikes, concealed acts of workmen, casualty, accidents, acts of terror, pandemic/endemic in region as reported by the World Health Organization or the U.S. Center for Disease Control, government regulation, or any other occurrence beyond such party's control, which makes it illegal, impossible, or impractical to perform under this Agreement.

Georgetown has financed a portion of the WCRAS with the proceeds of the Georgetown Bonds issued on a tax-exempt basis. In connection with the issuance of the Georgetown Bonds, Georgetown has given covenants (the "Bond Covenants") to the owners of the Georgetown Bonds that the WCRAS will be used in a manner that assures that the Georgetown Bonds continue to qualify as obligations within the meaning of section 103 of the Internal Revenue Code (the "Code"). The parties agree not to use or permit the use of the WCRAS in a manner which they know or should know would result in a violation of the Bond Covenants or which would otherwise adversely affect the federal income tax status of the Georgetown Bonds under section 103 of the Code. Moreover, in furtherance thereof, if the parties are notified by Georgetown that the Georgetown Bonds have been selected for audit by the Internal Revenue Service, then the parties agree to provide to Georgetown such information in their possession with respect to the WCRAS in order that Georgetown may timely respond to any questions posed to it by the Internal Revenue Service.

The proceeds of the Georgetown Bonds must only be expended on capital costs of expanding the WCRAS on a reimbursement basis in an amount not to exceed $15,000,000.00. Any expenditures over and above $15,000,000 shall not be the responsibility of Georgetown or any Member Government unless all parties agree to the expenditure.

For the avoidance of doubt, the term "Georgetown Bonds" as used in this Agreement shall also include any related refunding bonds to the extent such refunding bonds do not extend the maturity date of the bonds being refunded.

7. CITY OF GEORGETOWN TRANSITION OF SERVICES TO WCRAS:

Georgetown will be responsible for costs associated with transitioning operations to WCRAS, including software conversions, providing access to the current Georgetown animal shelter,

and transitioning assets from the Georgetown shelter to the WCRAS shelter, including the memory bricks, Catio, and temporary kennel.

WCRAS will take over animal sheltering operations for Georgetown sixty (60) days after the effective date of this Second Amendment.

In the intervening period between WCRAS taking over the Georgetown shelter operations and the completion of the new facility, WCRAS will have access and use of the current Georgetown Animal Shelter. The expanded facility is estimated to be completed no later than December 31, 2025.

ARTICLE VI
COST SHARING

1. COUNTY RESPONSIBILITY: The County shall participate in the sharing of Maintenance and Operation Expenses as described in 2, below.

2. PARTIES' RESPONSIBILITY: During the first year of operation of the Regional Shelter, all budgeted Maintenance and Operation Expenses (M&O Expenses) of the Regional Shelter shall be shared by the Parties based upon each Party's percentage share of the capital cost for the construction of the Regional Shelter. For all years following the first year of operation of the Regional Shelter, all budgeted M&O Expenses of the Regional Shelter shall be shared by the Parties based upon the ratio of the annual number of animals delivered to the Regional Shelter by each Party in the previous budget year, as compared to the total number of animals delivered to the Regional Shelter by all Parties, in the previous budget year. The Parties shall pay for their respective M&O Expenses and all other financial obligations under this Agreement from current revenue funds.

3. LICENSE AND RECLAMATION FEE REIMBURSEMENT: Each Party shall receive a quarterly reimbursement for all license fees and animal reclamation fees paid by citizens residing within the boundaries of each Party's jurisdiction.

4. CAPITAL COST SHARING: Each Party listed below agrees to pay the below-listed sums as its respective share (the "Respective Share") of the $3,200,000 capital cost for the construction of the Regional Shelter (the "Capital Cost"). The County has agreed to issue Certificates of Obligation to pay for the Capital Cost. The County has further agreed to allow each Party to pay its respective share of the Capital Cost amortized over a 20 year period at 4.3311%, which is the term and interest rate for said Certificates of Obligation. Each city Party agrees that if it elects to withdraw from this Agreement pursuant to Article IX., below, then that city Party will, upon withdrawal, pay to the County a per diem, pro-rated amount of its Amortized Annual Payment while utilizing the Regional Shelter. After the city Party is no longer utilizing the Regional Shelter, said Party shall thereafter no longer be responsible for any further Amortized Annual Payments. The Amortized Annual Payment will be reduced proportionally if the County obtains an interest rate lower than 4.3311%.

Party	Respective Share	Amortized Annual Payment
Cedar Park	$ 304,000	$ 22,748
Leander	$ 304,000	$ 22,748
Round Rock	$ 960,000	$ 71,835
Hutto	$ 32,000	$ 2,395
County	$1,600,000	$119,725
TOTAL	**$3,200,000**	**$239,451**

The County agrees that if the Total Capital Costs exceed $3.2 million, then the County will owe the balance. No city Party's Respective Share of the Capital Cost will exceed the sums shown above. When each Party's Respective Share of the Capital Cost is extinguished by the amortized payments, the Party's Capital Cost payments shall cease.

5. CITY OF GEORGETOWN M&O EQUALIZATION FEE: As a new member, starting on _____, 2025, the City of Georgetown will contribute an M&O Equalization Fee equal to an additional 50 percent of Georgetown's ratio of the annual number of animals delivered to the Regional Shelter by Georgetown in the previous budget year, as compared to the total number of animals delivered to the Regional Shelter by all Parties, in the previous budget year. This M&O Equalization Fee will decrease by 5 percentage points annually until it reaches zero percent after 10 years.

Year	**M&O Expenses + M&O Equalization Fee**
1	M&O + 50%
2	M&O + 45%
3	M&O + 40%
4	M&O + 35%
5	M&O + 30%
6	M&O + 25%
7	M&O + 20%
8	M&O + 15%
9	M&O + 10%
10	M&O + 5%

In the intervening time between the execution of this agreement and _____, 2025, upon Georgetown's inclusion in the Regional Shelter, the City's Maintenance and Operation Expenses (M&O Expenses) of the Regional Shelter will be pro-rated to fund Georgetown's portion of M&O and will be based upon a $500,000.00 M&O Expense and a $250,000.00

M&O Equalization Fee.

6. APPROPRIATIONS: Notwithstanding any provision contained herein, all respective financial obligations of the Parties contained herein are subject to and contingent upon appropriations by the respective governing bodies of the Parties of such funds or other revenues being available, received, and appropriated by their respective governing bodies of the Parties in amounts sufficient to satisfy said obligations. In no event shall this instrument be construed to be a debt of the Parties. If at any time during the term of this Agreement, the governing body of a Party fails to provide funding for the financial obligations under this Agreement for the following fiscal year, such Party shall be terminated from this Agreement without further liability other than all M & O Expenses, as stated in Section 2 herein., and the pro-rated Amortized Annual Payment for the year of withdrawal as stated in Section 4 herein., while said Party is utilizing the WCRAS. A Party is utilizing the WCRAS while any animal delivered to the WCRAS by said Party remains under the care of the WCRAS. This termination provision is in addition to other termination provisions set forth in this Agreement.

ARTICLE VII
ACCOUNTING

1. BOOKS: Complete books and accounts shall be maintained by the County on behalf of the Board in accordance with generally accepted accounting principles and standards, including compliance with all applicable statutes and regulations. Financial activities of the WCRAS will be audited annually, using generally accepted auditing standards, by an independent Certified Public Accountant approved by the County in conjunction with the County's annual audit. The audit shall cover the financial activity of the WCRAS for the immediate previous fiscal year which runs from October 1 to September 30.

ARTICLE VIII
DURATION

1. The duration of this Interlocal Agreement shall be extended for an additional twenty (20) years beginning upon execution of the Second Amendment by all Parties.

2. After the expiration of the twenty (20) years after this Second Amendment, Agreement shall renew automatically annually, effective as of the first day of October of each year, under the same terms and conditions of this Agreement.

ARTICLE IX
TERMINATION

1. RIGHT TO WITHDRAW: Except as provided in Article IV.3, any Party to this Agreement which is a city has the right to withdraw from this Agreement by providing written notice which must be received by the other Parties no less than ninety (90) days prior to the beginning of each fiscal year, after satisfying any liabilities of the withdrawing Party as stated herein. The County may not withdraw from this Agreement during its term unless all Parties agree to said

withdrawal or all Parties are in material default, as stated below.

2. SEPARATE EQUIPMENT: The terminating Party may remove any and all of its own separate equipment unless the removal of the equipment will render the Regional Shelter inoperable. In such case, the Party may not remove the equipment but shall be reimbursed the fair market value of said equipment, as determined by an appraiser chosen by the Parties.

ARTICLE X
MISCELLANEOUS

1. SEVERABILITY: The Parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State of Texas, the Parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.

2. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties hereto, and supersedes all their oral and written negotiations, agreements, and understandings of every kind. The Parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any Party hereto or its officer, employees, or other agents to induce execution of this Agreement.

3. CHOICE OF LAW: This Agreement shall be performable in Williamson County, Texas.

4. AMENDMENT: This Agreement may be amended by unanimous vote of the Board if said proposed Amendment is approved by the governing body of each Party. The Parties agree to review this Agreement every five (5) years.

5. ASSIGNMENT: Except as otherwise provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the written consent of all the Parties to this Agreement. Any attempt to assign or delegate such rights or duties shall be consistent with the terms of any contracts, resolutions, indemnities, and other obligations of this Agreement. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties.

6. NO PERSONAL BENEFIT: No Party intends to benefit any person who is not named as a Party to this Agreement, to assume any special duty to supervise the operations of another Party, to provide for the safety of any specific person, or to assume any other duty other than that imposed by general law.

7. NOTICE: Any notice given hereunder shall be in writing, and may be affected by personal delivery, or by registered or certified mail, return receipt requested, at the address of the respective Parties indicated below:

WILLIAMSON COUNTY
c/o COUNTY JUDGE
WILLIAMSON COUNTY
301 S.E. INNER LOOP
GEORGETOWN, TX 78626

CITY OF ROUND ROCK
c/o MAYOR CITY OF ROUND ROCK
221 EAST MAIN STREET
ROUND ROCK, TX 78664

CITY OF LEANDER
c/o MAYOR
CITY OF LEANDER
105 N. BRUSHY STREET
LEANDER, TX 78641

CITY OF HUTTO
c/o MAYOR
CITY OF HUTTO
401 W. FRONT STREET
HUTTO, TX 78634

CITY OF CEDAR PARK
c/o MAYOR
CITY OF CEDAR PARK
600 N. BELL BOULEVARD
CEDAR PARK, TX 78613

CITY OF GEORGETOWN
c/o MAYOR
CITY OF GEORGETOWN
808 MARTIN LUTHER KING JR ST
GEORGETOWN, TX 78626

8. PARAGRAPH HEADINGS: The various paragraph headings are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any section thereof.

9. ATTORNEY FEES: In any lawsuit concerning this Agreement, the prevailing Party/Parties shall be entitled to recover reasonable attorney's fees from the non-prevailing Party/Parties, plus all out-of-pocket expenses such as deposition costs, telephone calls, travel expenses, expert witness fees, court costs, and other reasonable expenses.

10. GOVERNMENTAL IMMUNITY: The Parties do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity. Each Party shall be responsible for its own employees and the acts of its own employees.

11. COMPLIANCE WITH APPLICABLE LAWS: The Parties hereby agree to comply with all applicable ordinances, laws, rules, regulations, and lawful orders of any public authority with jurisdiction. Specifically, nothing in this Agreement is intended to conflict with the City of Georgetown's zoning, franchise, or health and safety authority.

12. DEFAULT: The Parties agree that if any city Party fails to comply with any material terms of this Agreement, the Board shall provide to the defaulting city Party at least thirty (30) days prior written notice of the occurrence of said default and an opportunity to cure such default within such 30-day period. In the event the defaulting Party fails to cure the default, the Board may terminate said Party from this Agreement. After termination, the defaulting Party shall still be responsible for all M&O Expenses, as stated in Section VI.2., up to the date of termination, and its Respective Share of its Regional Shelter Capital Cost, as stated in Section VI.4. subject to Section VI.5.

Executed and effective this ____ day of _____, 2025.

[Signatures on the following pages.]

WILLIAMSON COUNTY, TEXAS

By:_____
Steven Snell, County Judge

Date: _____

CITY OF GEORGETOWN, TEXAS

By:_____
Josh Schroeder, Mayor

Date: April 8, 2024

CITY OF CEDAR PARK, TEXAS

By:_____
Jim Penniman-Morin, Mayor

Date: 4/24/25

CITY OF HUTTO, TEXAS

By: _____
Mike Snyder, Mayor

Date: 4/17/2025



CITY OF LEANDER, TEXAS

By: _____
Christine DeLisle, Mayor

Date: 4/17/25

CITY OF ROUND ROCK, TEXAS

By:_____
Craig Morgan, Mayor

Date: 4-24-25

Commissioners Court - Regular Session **52.**

Meeting Date: 05/13/2025

Agreement Regarding Expansion Construction and Joint Use

Submitted By: Misty Valenta, Animal Services

Department: Animal Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on an Agreement Regarding Expansion Construction and Joint Use of the Williamson County Regional Animal Shelter between Williamson County, Texas and the City of Georgetown, Texas.

Background

The terms of the proposed Second Amendment and Restatement of the Williamson County Regional Animal Shelter Agreement include the City of Georgetown wholly funding a $15 million expansion of the WCRAS facility that is expected to provide capacity for all members through 2035.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement Regarding Expansion Construction and Joint Use of the Williamson County Regional Animal Shelter

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/06/2025 05:38 PM
Form Started By: Misty Valenta		Started On: 05/02/2025 12:29 PM
Final Approval Date: 05/06/2025		

AGREEMENT REGARDING EXPANSION CONSTRUCTION AND JOINT USE OF THE WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER

BY AND BETWEEN

WILLIAMSON COUNTY, TEXAS

("County")

AND

THE CITY OF GEORGETOWN, TEXAS

("Georgetown")

Executed and effective this ____ day of _____, 2025.

AGREEMENT REGARDING EXPANSION CONSTRUCTION AND JOINT USE OF THE WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER

THIS AGREEMENT ("Agreement") to expand the Williamson County Regional Animal Shelter is made and entered into by and between WILLIAMSON COUNTY (the "County") and the CITY OF GEORGETOWN ("Georgetown"); all of which are political subdivisions of the State of Texas ("the Parties").

RECITALS

WHEREAS, Texas Government Code, Chapter 791, the Interlocal Cooperation Act provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the Parties; and,

WHEREAS, Georgetown requires an animal shelter with the capability of providing animal sheltering services within Georgetown on a regular basis; and,

WHEREAS, pursuant to the Williamson County Regional Animal Shelter Interlocal Agreement (the "WCRAS Agreement"), the County, and the cities of Round Rock, Leander, Cedar Park and Hutto (the "Member Governments") jointly operate the Williamson County Regional Animal Shelter ("WCRAS Shelter") for the purpose of providing the public need for animal sheltering within Williamson County; and,

WHEREAS, the WCRAS regularly operates at capacity and needs to expand its facility and operations in order to provide the public need for animal shelter and control services within Williamson County; and,

WHEREAS, the County and Georgetown share a common interest in designing and expanding a facility to better serve animal sheltering and control needs as described in the Texas Health and Safety Code, Chapter 823; and,

WHEREAS, Georgetown desires to become a new party to the WCRAS Agreement in exchange for Georgetown abiding by all terms of the Agreement, funding the cost of the WCRAS facility expansion ("Expansion Project"), paying the M&O Equalization Fee; and being responsible for its share of annual M&O expenses; and,

WHEREAS, on November 7, 2023, the residents of Georgetown approved a general obligation bond for the purpose of expanding animal sheltering services for Georgetown; and

WHEREAS, subject to the conditions stated herein, Georgetown has agreed to fund the Expansion Project with proceeds from one or more series of voter-approved bonds in an aggregate amount not to exceed $15,000,000 in exchange for the rights provided to Georgetown in this and

other agreements to utilize the WCRAS for animal control and sheltering services for Georgetown; and

WHEREAS, the reasonably expected economic life of the Expansion Project is 20 years; and

WHEREAS, the County has agreed to construct the Expansion Project based on the final design as approved by both Parties and as further outlined herein.

NOW, THEREFORE, in consideration of the respective covenants and agreements of the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the County and Georgetown agree as follows:

ARTICLE I.
RECITALS

The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

ARTICLE II.
MISSION OF THE WCRAS

The Mission of the WCRAS is to provide a safe haven with compassionate and humane treatment to the lost and unwanted pets in our jurisdiction.

ARTICLE III.
PROJECT PURPOSE

The County and Georgetown agree the major purpose of Georgetown funding the Expansion Project is to ensure the joint use and occupation of the WCRAS (including the Expansion) by Georgetown.

ARTICLE IV.
DEFINITIONS

The following terms shall have the meanings assigned to them as follows:

A. "Architect's Contract" means the services contract(s) between the County and the Architect for, among other things, the design of the Expansion Project, the preparation of the Expansion Project Plans, and construction administration services, as the same may be amended, supplemented, modified, renewed, extended or replaced from time to time.

B. "Expansion Project Construction Contract(s)" means the construction contract(s) approved by the County and the Expansion Project Contractor for the construction of the Expansion Project Improvements, as the same may be amended, supplemented, modified, renewed, extended, or replaced from time to time by the County with the consent of Georgetown, which shall not be unreasonably withheld or conditioned.

C. "Expansion Project Contractor" means the general contractor approved by the County.

D. "Expansion Project Construction Documents" means any and all contracts, documents or other instruments entered into by or on behalf of the County for the performance of the Expansion Project Improvements, including, but not limited to, the construction contracts and the Architect's Contract.

E. "Expansion Project Improvements" means the Expansion Project described more fully in the Expansion Project Construction Contract to be attached at Exhibit B.

F. "Expansion Project Scope" means the description of the Expansion Project and its components, to be attached at Exhibit A.

ARTICLE V.
GENERAL TERMS AND CONDITIONS

A. Relationship of the Parties. The relationship of the County and Georgetown under this Agreement is that of independent Parties, each acting in its own best interests, and notwithstanding anything in this Agreement to the contrary, no partnership, joint venture or other or additional business relationship is established or intended hereby between the County and Georgetown.

B. Incorporation of Appendices and Exhibits. All Appendices, and Exhibits attached to this Agreement are incorporated herein by this reference in their entirety and made a part hereof for all purposes.

C. Interest on Overdue Obligations. If any sum due hereunder is not paid on the due date thereof, the Party hereto owing such obligation to the other Party shall pay to the other Party interest thereon at the lesser of (i) the Prime Rate, or (ii) the maximum rate of interest permitted to be charged by applicable law (the "Default Rate"), concurrently with the payment of the amount from the date such amount was due until paid. The "Prime Rate" shall be the rate of interest from time to time published by the *Wall Street Journal*. Any payment of interest at the Default Rate pursuant to this Agreement shall not excuse or cure any default hereunder.

D. Survival. Except as otherwise expressly provided in the Agreement or in any other Expansion Project Construction Document referenced herein, the representations, warranties, covenants and agreements of the Parties contained or provided for in such instruments and the Parties' obligations under any and all thereof shall survive the execution and delivery of such instruments.

E. Notices. Notices given under this Agreement will be effective if forwarded to a Party by hand-delivery; transmitted to a Party by confirmed fax; or deposited with the U.S. Postal Service, certified mail, postage prepaid, to the address of the Party indicated below:

County:	Williamson County Attn: County Judge 710 Main Street, Suite 101 Georgetown, TX 78626 Fax: (512) 943-1550
With copy to:	Williamson County Attn: County Auditor 710 Main Street, Suite 301 Georgetown, TX 78626 Fax: (512) 943-1500
Georgetown:	City of Georgetown Attn: City Manager 808 Martin Luther King Jr. St. Georgetown, Texas 78626 Fax: (512) 930-3622
With copy to:	City of Georgetown Attn: City Attorney 809 Martin Luther King Jr. St. Georgetown, Texas 78626 Fax: (512) 930-3622

Either Party may designate any other person or address for notice by written notice to the other Party.

F. Dispute Resolution. If either the County or Georgetown has a claim or dispute, the Parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute, or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both Parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Agreement. If the Parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the Parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both Parties. If the Parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.

G. Entire Agreement, Amendment, and Waiver. The Agreement constitutes the entire agreement of the Parties thereto with respect to the subject matter thereof and supersedes all

prior written and oral agreements and understandings with respect to such subject matter. Neither the Agreement nor any of the terms thereof may be terminated, amended, supplemented, waived, or modified orally, but only by an instrument in writing signed by the Party against which the enforcement of the termination, amendment, supplement, waiver, or modification shall be sought.

H. **Method of Payment.** All amounts required to be paid by any Party to the other Party or any Person, either under the Agreement or under any other Expansion Project document referenced herein, shall be paid in such freely transferable coin or currency of the United States as at the time of payment shall be legal tender for the payment of public and private debts, by wire transfer, or other acceptable method of payment.

I. **Counterparts.** The Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same Agreement. All signatures need not be on the same counterpart.

J. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Texas. Venue shall be the applicable courts of Williamson County, Texas.

K. **Interpretation and Reliance.** No presumption will apply in favor of any Party in the interpretation of the Agreement or in the resolution of any ambiguity of any provision thereof.

L. **Attorneys' Fees.** If Party defaults in the performance of any covenants, obligations or agreements of such party contained herein and the other Party places the enforcement of such instrument, or any part thereof, or the exercise of any other remedy therein provided for such default, in the hands of an attorney who files suit or institutes an action or proceeding upon the same (either by direct action or counterclaim), the non-prevailing Party shall pay to the prevailing Party its reasonable and necessary attorneys' fees and costs of court , as provided by Tex Loc. Gov't Code § 271.159. In addition to the foregoing award of attorneys' fees to the prevailing Party, the prevailing Party shall be entitled to its attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of the Agreement into any judgment on such instrument.

M. **Force Majeure.** The County and Georgetown will exert all efforts to perform the tasks set forth herein. However, neither the County nor Georgetown shall be held responsible for inability to perform under this Agreement if such inability is a direct result of a force substantially beyond its control, including but not limited to the following: strikes, riots, civil disturbances, fire, insurrection, war, embargoes, failures of carriers, acts of God, or the public enemy. Force majeure shall not, however, include economic hardship.

ARTICLE VI.
REPRESENTATION OF THE PARTIES

A. Georgetown Representative. Georgetown hereby designates the Georgetown Public Works Director or his/her replacements or designees to be the Georgetown Representative. Any consent, approval, decision or determination hereunder by the Georgetown Representative shall be binding on Georgetown, provided however, that the Georgetown Representative shall not have the right to modify, amend, or terminate this Agreement.

B. County Representative. The County hereby designates its Senior Director of Williamson County Facilities Management or his/her replacements or designees to be the County Representative. Any consent, approval, decision, or determination hereunder by the County Representative shall be binding on the County, provided however, that the County Representative shall not have the right to modify, amend, or terminate this Agreement.

ARTICLE VII.
SPECIAL CONDITIONS

A. Conditions to Georgetown's Obligation to Perform.

1. Georgetown agrees to fund the Expansion Project with proceeds of one or more series of voter-approved bonds in an aggregate amount not to exceed fifteen million dollars ($15,000,000.00) (the "Georgetown Bonds"). In compliance with the covenants of the Georgetown Bonds and state and federal law, the Parties hereby agree that proceeds of the Georgetown Bonds will be used to expand the WCRAS in exchange for the rights provided in this Agreement and in the WCRAS Agreement, as amended, including utilizing the WCRAS in furtherance of its public purpose to provide animal sheltering and control services for Georgetown. The Parties agree that the fair market value of Georgetown's use of the WCRAS provided by this Agreement during the term hereof is at least reasonably equivalent to the total amount of proceeds of the Georgetown Bonds.

2. Georgetown will be financing a portion of the WCRAS with the proceeds of the Georgetown Bonds issued on a tax-exempt basis. In connection with the issuance of the Georgetown Bonds, Georgetown has given covenants (the "Bond Covenants") to the owners of the Georgetown Bonds that the WCRAS will be used in a manner that assures that the Georgetown Bonds continue to qualify as obligations within the meaning of section 103 of the Internal Revenue Code (the "Code"). The Parties agree not to use or permit the use of the WCRAS Expansion in a manner which they know or should know would result in a violation of the Bond Covenants or which would otherwise adversely affect the federal income tax status of the Georgetown Bonds under section 103 of the Code. Moreover, in furtherance thereof, if the Parties are notified by Georgetown that the Georgetown Bonds have been selected for audit by the Internal Revenue Service, then the Parties agree to provide to Georgetown such information in their possession with respect to the WCRAS Expansion in order that Georgetown may timely respond to any questions posed to it by the Internal Revenue Service.

3. Georgetown may subsequently issue refunding bonds to refund all or a portion of the Georgetown Bonds during the term of this Agreement, and any such refunding bonds

issued for a debt service savings that do not extend the final maturity date of the bonds being refunded shall also be considered "Georgetown Bonds" for purposes of this Agreement.

B. Conditions to the County's Obligation to Perform.

1. The County accepts the duty and responsibility to construct the Expansion Project pursuant to the terms and conditions stated in this Agreement. The County agrees to confer with Georgetown at regularly scheduled intervals to review the progress of the Expansion.

2. The County recognizes that Georgetown is only committing up to **Fifteen Million Dollars and No Cents ($15,000,000.00)** for the Expansion Project. Any cost overruns will be paid for by the County.

3. If at any time there is concern that the Expansion Project will cost more than **Fifteen Million Dollars and No Cents ($15,000,000.00)**, the County will convene a meeting as soon as possible with the Parties' Representatives to discuss the issues leading up to the concerns relating to a potential cost overrun.

4. The County agrees to cooperate with Georgetown in taking any actions reasonably necessary to minimize the risk of change orders that increase the costs of the Expansion Project. In the event it appears likely that the Expansion Project Contractor will be entitled to change orders that affect Expansion Project Costs under the Expansion Project Construction Contract, the Parties will jointly prepare and present to the Expansion Project Contractor proposed value engineering change orders to eliminate, to the extent possible, any increases. Any acceptable change orders must be approved by both Parties.

5. The County shall procure all goods and services for the Expansion Project in accordance with this Agreement and all applicable laws.

ARTICLE VIII.
TERM

The term of this Agreement shall commence on the date this Agreement is approved by the County (the "Effective Date") and shall expire on the date the Georgetown Bonds are no longer outstanding. In no event shall the term of this Agreement be longer than 20 years beyond the date of issuance of the final series of Georgetown Bonds (excluding any refunding bonds).

ARTICLE IX.
EXPANSION PROJECT DESIGN

A. The County will enter into an Architect's Contract with the Architect for the preliminary design of the Expansion Project (the "Expansion Project Plans"). The Expansion Project Plans will be completed in accordance with the Expansion Project Scope, which is attached hereto and

incorporated herein as Exhibit A. The Expansion Project Scope will not be amended without the express written consent of both Parties.

B. Expansion Project Plans. The Expansion Project Plans (including detailed plans and specifications) are the responsibility of the County and shall be developed and prepared by the Architect in cooperation with Georgetown. Any changes in the Expansion Project Plans shall be subject to the prior approval of both Parties. Any termination and replacement of the Expansion Project Contractor following a default by the Expansion Project Contractor shall be subject to the approval of both Parties.

C. Georgetown shall review the Expansion Project Plans at 30%, 60%, and 90% completion, and shall approve the final design and construction Contract Documents in a mutually agreeable format. County shall provide copies of all written (including electronic) communications, documents, and other transmittals sent to or received from the vendors awarded design, engineering, and construction services.

ARTICLE X.
EXPANSION PROJECT CONSTRUCTION

A. The County will be responsible for any Expansion Project costs. "Expansion Project Costs" means Expansion Project Design Costs plus all of the following costs incurred or to be incurred by the County in order for the County to fulfill its obligations under the Agreement, the Expansion Project Construction Documents, and cause Final Completion of the Expansion Project Improvements: (a) all amounts payable under any of the Expansion Project Construction Documents; (b) legal costs; (c) costs for project management services; (d) all other costs incurred by the County and paid to third parties in accordance with the Agreement and Expansion Project Construction Documents to develop, construct, or furnish the Expansion Project, including management fees and fees and expenses of architects, engineers, testing firms, accountants, attorneys, and other consultants necessary to complete the design, development, construction, and furnishing of the Expansion Project Improvements; and (e) all insurance premiums on all policies of insurance required to be carried by the County; provided however, that other costs incurred by the County in order to fulfill its aforesaid obligations, but not specifically enumerated herein shall be Expansion Project Costs subject to the approval of Georgetown, which shall not be unreasonably withheld, delayed, or conditioned.

B. The County will utilize the Construction Manager-at-Risk method of project delivery in accordance with Section 2269.251 of the Texas Government Code.

C. The County shall enter into Expansion Project Construction Contract with the offeror that submits the proposal that offers the best value based on the published selection criteria and ranking evaluation for the Expansion Project. The Expansion Project Construction Contract shall include a Guaranteed Maximum Price ("GMP"), as provided by Government Code Section 2269.251. All modifications to the Expansion Project Construction Contract for the Expansion Project Improvements must be approved by both Parties.

D. Construction of the Expansion Project shall be competitively bid and awarded by the County as required by Texas law.

E. County shall provide, or cause its construction contractor to provide, electronic and hard copies of all Expansion Project Contract Documents to Georgetown within seven (7) days of the Effective Date of said Contract Documents (or portion thereof).

F. County shall cause Georgetown to be named as an additional insured on the County's Contractor's insurance policies and on the insurance policy to be secured by the County. County shall cause the County's Contractor to provide a performance bond that includes County and City as dual obligees.

G. City's Expansion Project Representative shall be invited to attend construction progress meetings for the Expansion Project, at the same time and in the same manner as the County and shall receive a copy of the minutes for each meeting at the same time the minutes are sent to the County.

H. County shall provide to Georgetown copies of all material testing reports and all other inspection reports for the Expansion Project at the same time the inspection reports are sent to the County. City shall have the right to access and inspect the Expansion Project during construction and the County shall not interfere with such access or inspection by Georgetown.

I. Substantial Completion. Georgetown and the County shall inspect the Expansion Project for compliance with the City's Code of Ordinances, the City's Unified Development Code, all Contract Documents, and to identify any punch-list items, when the Parties believe the Expansion Project is substantially complete. "Substantial Completion" means when the County and Georgetown agree the Expansion Project Scope of Work is complete and the Expansion Project is ready for occupancy as evidenced by the issuance of a Certificate of Occupancy by Georgetown. The County shall cause the Expansion Project to be substantially complete on or before 36 months following the County's receipt of the initial payment described in Article XI (such date, unless extended, being the "Deadline for Substantial Completion"). The County agrees to cause the Expansion Project Construction Contract to include a schedule for project completion.

J. Final Completion. "Final Completion" means the final completion of all aspects of work and improvements contained in the Agreement and Expansion Project Construction Documents (including the completion of any punch-list type items identified at Substantial Completion). Substantial Completion of such work and improvements is prerequisite to Final Completion.

K. Access to Expansion Project. Georgetown and its agents, employees, and contractors, have the right of access, for themselves and their authorized representatives, to the Property and the Expansion Project Improvements and all portions thereof, and at normal construction hours during the construction period, provided that such persons take such reasonable protective precautions or measures as the Expansion Project Contractor may reasonably request for the purpose of conducting inspections to determine compliance with this Agreement. The County will instruct the Expansion Project Contractor and all other contractors and consultants

engaged by the County with respect to the work under the Expansion Project Construction Contract to provide Georgetown with a duplicate copy of all notices, correspondence, reports, drawings or specifications, and other documentation delivered or received by either of them simultaneously with their delivery to the County, including, but not limited to, advance notice of weekly progress meetings; and allow Georgetown and its representatives to attend meetings relating to the work under the Expansion Project Construction Contract for the Expansion Project Improvements, including, but not limited to, weekly progress meetings and design review meetings.

L. The County, and all County contractors and subcontractors, shall comply with all applicable local, state, and federal laws. This includes compliance with the City's Unified Development Code. The County is not exempt from securing an approved site plan and all associated permits and inspections.

M. Georgetown shall be responsible for all permit fees in relation to the Expansion Project.

ARTICLE XI.
PAYMENT TERMS

Georgetown Contribution: Except as otherwise provided in this Agreement, the following shall be applicable to the Payment of Expansion Project Costs.

1. $1,500,000 within 30 days after the Effective Date of this Agreement; and
2. $1,500,000 within 30 days after the final design and construction Contract Documents are executed; and
3. $3,000,000 within 30 days after the Architect has certified in writing that the construction of the Expansion is 25% complete; and
4. $3,000,000 within 30 days after the Architect has certified in writing that the construction of the Expansion is 50% complete; and
5. $3,000,000 within 30 days after the Architect has certified in writing that the construction of the Expansion is 75% complete; and
6. $3,000,000 within 30 days after the County and Georgetown agree the Expansion Project has reached Final Completion.

ARTICLE XII.
DEFAULT & REMEDIES

A. County Default. The occurrence of any of the following shall be an "Event of Default" by the County:

1. Abandonment of the Expansion Project by the County or any termination, in whole or in part, of any of the Expansion Project Construction Contract or any of the work thereunder by the County without the consent of Georgetown unless pursuant to a right of termination based upon the existence of an event of default under such Expansion Project Construction Contract;

2. County default under the WCRAS Agreement, as amended, to include Georgetown as a Member Government provided Georgetown is in compliance with the terms and conditions of the WCRAS Agreement, as amended, and any such denial as a Member Government is not due to a default of Georgetown;

3. Except for force majeure events, any other circumstances caused by or results from a negligent act, error, or omission by County and are not due to the fault of Georgetown, but prevent Georgetown from utilizing the WCRAS for sheltering services or receiving the benefits of this Agreement or the WCRAS Agreement;

4. The failure of the County to substantially perform or substantially observe any of the obligations, covenants, or agreements to be performed or observed by the County under this Agreement.

B. Georgetown Default. The occurrence of the following shall be an "Event of Default" by Georgetown:

1. The failure of Georgetown to pay any of its monetary obligations to the County under this Agreement when due and payable if such failure continues for thirty (30) days after the County gives notice to Georgetown that such amount was not paid when due;

2. The failure of Georgetown to substantially perform or substantially observe any of the obligations, covenants or agreements to be performed or observed by Georgetown under this Agreement or the WCRAS Agreement, as amended.

C. Opportunity to Cure. If either party commits an Event of Default, the non-defaulting party shall deliver written notice of such Event of Default to the defaulting party. Such notice must specify the nature of the Event of Default and inform the defaulting party that unless the Event of Default is cured within ninety (90) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the defaulting party begins a good faith attempt to cure the Event of Default within ninety (90) days, then and in that instance, the ninety (90) day period may be extended by the non-defaulting party, so long as the defaulting party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Default. If, in the opinion of the non-defaulting party, the defaulting party does not cure the default within sixty (60) days or otherwise fails to make any diligent attempt to correct the Event of Default, the defaulting party shall be deemed to be in default and the non-

defaulting party may, in addition to seeking the remedies mentioned herein, terminate this Agreement.

D. Parties' Remedies. Upon the occurrence of a party's failure to cure an Event of Default as set out hereinabove, the non-defaulting party may, at its sole discretion, have the option to pursue any and all remedies available to that party at law or in equity, but subject to any limitations thereon set forth in this Agreement, without any notice or demand whatsoever, other than any notice expressly provided in this Agreement.

In addition to the aforementioned remedies, the following shall apply:

If Georgetown terminates this Agreement due to an Event of Default by County that is not cured by County in accordance with the terms hereof, County shall either (a.) pay the full amount of the principal and interest of the annualized Georgetown Bonds payments each year when such payments become due with the first payment commencing immediately following the date of County's uncured Event of Default and continuing thereafter until the Georgetown Bonds are paid in full; or (b.) fully redeem or defease the Georgetown Bonds immediately following the date of County's uncured Event of Default. Georgetown hereby agrees to provide County with all documentation necessary and requested by County relating to the Georgetown Bonds and their repayment terms, conditions, and obligations. The Parties agree, however, that County shall not be obligated to pay any amounts in relation to the Georgetown Bonds if County terminates this Agreement due to an Event of Default by Georgetown that is not cured by Georgetown in accordance with the terms hereof.

ARTICLE XIII.
MANAGEMENT OF WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER

A. General Responsibilities of the County

1. In consideration for Georgetown providing funds for the Expansion Project and Georgetown's acceptance into the WCRAS, the County agrees to immediately provide Georgetown with the following animal services:

   a. Sheltering Services. The County agrees to provide animal intake, sheltering, and adoption services for Georgetown.

   b. Chemical Capture and Euthanasia Program. The County agrees to manage, in accordance with state law, a chemical capture and euthanasia program.

   c. Animal Holds. The County agrees to intake and hold animals awaiting judicial process.

   d. Quarantined Animals. In addition to the County's quarantine requirements under the Texas Administrative Code Chapter 169, the County agrees to quarantine dogs, cats, or domestic

ferrets whose owners' do not meet the home confinement criteria required by Texas Administrative Code Section 169.27(a).

ARTICLE XIV.
UTILITIES AND SERVICES

Utilities and Services. County agrees to pay all charges for utilities and services used by it for the WCRAS, including but not limited to gas, electricity, telephone, sanitary sewer, water, drainage, and trash collection.

ARTICLE XV.
GEORGETOWN'S JOINT USE AND ACCESS RIGHTS

A. **Full Access and Joint Use.** In addition to providing Georgetown with animal sheltering services, the Parties agree that each party shall have full use and access to the expanded facility to conduct the shared responsibilities of animal capture, intake, sheltering, adoption, and euthanasia. The County agrees to allow Georgetown to comply with the covenants of the Georgetown Bonds and state and federal law, including requiring that (i) the WCRAS facility will provide Georgetown with animal sheltering and control services in accordance with the terms hereof and the WCRAS Agreement, as amended, at least through the maturity date of the Georgetown Bonds, (ii) any early termination of such agreement due to an Event of Default by County that is not cured as set out herein will provide Georgetown with funds sufficient to pay, defease or redeem the Georgetown Bonds, as set out in Article XII.D., (iii) the proceeds of the Georgetown Bonds may only be expended on the capital costs of the Expansion Project as approved by Georgetown, (iv) Williamson County as the manager of the WCRAS facility will comply with all federal tax law covenants required to maintain the tax-exempt status of the Georgetown Bonds; and (v) Georgetown will receive formal reports on the WCRAS facility operations, financial status and the public benefits provided to Georgetown.

B. **Maintenance.** The County reserves its rights and obligations regarding day-to-day maintenance and operation of the WCRAS in accordance with the WCRAS Agreement.

C. **Chemical Capture and Euthanasia Program**. The County agrees to provide the WCRAS facility for Georgetown Animal Control officers to conduct chemical capture and euthanasia program in accordance with state law, including ensuring Georgetown Animal Control Officers performing chemical euthanasia will have access to sufficient space, supplies, and storage areas to conduct chemical capture and euthanasia.

ARTICLE XVI.
INSURANCE

A. **County's Insurance.**

a. County shall carry throughout the term of this Agreement fire and extended coverage insurance on the Expansion Project Improvements and all improvements therein for their full replacement value.

b. County shall obtain and maintain throughout the term of this Agreement all risk property insurance on the WCRAS facility for its full replacement value.

ARTICLE XVII.
DESTRUCTION BY FIRE OR OTHER CASUALTY

A. Casualty. If the Expansion Project Improvements are damaged by a fire, explosion, or similar casualty (a "Casualty") during the term of this Agreement, then County shall, within 30 days after such Casualty, deliver to Georgetown a good faith estimate prepared by County's architect (the "Damage Notice") of the date on which the repair of the damage caused by such Casualty will be substantially repaired (such date is herein called the "Estimated Restoration Completion Date").

B. Georgetown's Right to Terminate. If, during the term of this Agreement, the Expansion Project Improvements are damaged by Casualty such that Georgetown is prevented from using a material portion of the WCRAS in a manner reasonably comparable to that conducted immediately before such Casualty, then

1. If the Estimated Restoration Completion Date is later than 365 days after the date of the Casualty, Georgetown may terminate this Agreement by delivering written notice to County of its election to terminate within 30 days after the Damage Notice has been delivered to Georgetown; or
2. If Georgetown does not, or does not have the right to, terminate this Agreement pursuant to this section and such damage is not substantially repaired by the Casualty Restoration Termination Date such that Georgetown may use the WCRAS in a manner reasonably comparable to that conducted immediately before the Casualty, then Georgetown may terminate this Agreement by delivering written notice to County of its election to terminate before the earlier of (A) ten days after the Casualty Restoration Termination Date or (B) substantial completion of such repairs.

C. Casualty Restoration Termination Date. Unless County and Georgetown agree in writing otherwise, the "Casualty Restoration Termination Date" shall be the earlier of (i) 365 days after the Casualty or (ii) the Estimated Restoration Completion Date; in each case, extended by the number of days of delay in achieving substantial completion of the repairs caused by events beyond the reasonable control of County, up to 90 additional days.

D. Repair obligation. If this Agreement is not terminated following a Casualty, then County shall, within a reasonable time after such Casualty, commence to repair the Expansion Project Improvements and shall proceed with reasonable diligence to restore the Expansion Project Improvements to substantially the same condition as they existed immediately before such Casualty. The County, however, shall only be required to repair or replace any part of the

furniture, equipment, and fixtures, to the extent it receives funds therefor from the insurance required to be maintained by County under this Agreement.

ARTICLE XVIII.
SALE AND ASSIGNMENT OR REPLACEMENT OF FACILITY

The County shall not assign, sublet, or permit an assignment by operations of law of this Agreement or any interest hereunder without the prior written approval of Georgetown.

ARTICLE XIX.
ESTIMATED ANNUALIZED DEBT PAYMENTS

Georgetown's Estimated Annualized Debt Payments for the Georgetown Bonds are set forth in Exhibit C.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the dates indicated below.

CITY OF GEORGETOWN, TEXAS

By: _____
Josh Shroeder, Mayor

Date: April 8, 2025

WILLIAMSON COUNTY, TEXAS

By: _____
Steven Snell, County Judge

Date: _____ ____, 2025

EXHIBIT A
EXPANSION PROJECT SCOPE

Exhibit A will provide the Expansion Project Scope which will inform the Architect's Contract for the preliminary design of the Expansion Project. The County will attach and incorporate the contract when approved.

EXHIBIT B
EXPANSION PROJECT CONSTRUCTION CONTRACT

Exhibit B will provide the construction contract(s) approved by the County and the Expansion Project Contractor for the construction of the Expansion Project Improvements. The County will attach and incorporate the contract when approved.

EXHIBIT C
ESTIMATED ANNUALIZED DEBT PAYMENTS

Exhibit C will provide the various debt schedules for each tranche of debt issued by the City of Georgetown for the Expansion Project. The City will attach and incorporate updated schedules as the debt is issued.

Commissioners Court - Regular Session **53.**

Meeting Date: 05/13/2025

Lease Agreement between City of Georgetown and Williamson County

Submitted By: Misty Valenta, Animal Services

Department: Animal Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Animal Shelter Lease Agreement between Williamson County, Texas and the City of Georgetown, Texas relating to the Williamson County Regional Animal Shelter's use of the City of Georgetown's existing Animal Shelter during construction of the expansion of the Williamson County Regional Animal Shelter.

Background

The terms of the proposed Second Amendment and Restatement of the Williamson County Regional Animal Shelter Agreement include the city of Georgetown leasing its current animal shelter to WCRAS for use during the construction of the expansion. This agreement is on the City of Georgetown's City Council agenda for the evening of May 13th.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Lease Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/06/2025 05:43 PM
Form Started By: Misty Valenta		Started On: 05/02/2025 12:32 PM
Final Approval Date: 05/06/2025		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ANIMAL SHELTER LEASE AGREEMENT

THIS **ANIMAL SHELTER LEASE AGREEMENT** (the "Agreement")is made by and between the CITY OF GEORGETOWN, a Texas home-rule municipal corporation (the "City"') and Williamson County, Texas, a political subdivision of the State of Texas ("Lessee"). For and in consideration of the mutual covenants and agreements herein contained, it is mutually agreed as follows:

1. **Leased Area.** City hereby agrees to lease to Lessee the Georgetown Animal Shelter comprising the main shelter building, dog kennel building tech office building, temporary dog kennels, shed, morgan building, and surrounding yards, 110 Walden Dr, Georgetown, Williamson County, Texas as shown in Exhibit A attached to this Lease and made a part of this Lease for all purposes (the "Leased Area").

2. **Lease Term.** The term of this Agreement shall be for two (2) years, beginning on the effective date of the Second Amendment and Restatement of the Williamson County Regional Animal Shelter Agreement expanding the membership of the Regional Shelter (the "Initial Lease Term"). Upon expiration of the Initial Lease Term, the Agreement may be renewed for up to three (3) additional one (1) year terms on the same terms and conditions, upon the agreement, in writing, of City and Lessee.

3. **Consideration**. As consideration for this Agreement, City agrees to lease the space described as Leased Area above to Lessee for use under the terms of and in accordance with this Agreement. In return, Lessee shall provide animal sheltering and control needs within the City of Georgetown as described in the Texas Health and Safety Code, Chapter 823.

4. **Use of Leased Area**. Lessee will utilize the Leased Area only to provide animal sheltering and control services pursuant to the Texas Health and Safety Code, Chapter 823. Lessee shall not use the Leased Area for any other purpose.

5. **Furniture**. The Lessee will have use of any furniture that is located in the Leased Area at the beginning of the Initial Lease Term. Lessee will be responsible for the maintenance of the furniture. Upon expiration of the initial term or any additional term thereafter, Lessee agrees that the furniture and any lockers located in the Leased Area remain the property of the City.

6. **Other Property.** Upon expiration or termination of this Agreement, Lessee agrees to work with the City to transition assets from the Leased Area to the WCRAS shelter, including the memory bricks, Catio, and temporary kennel(s).

7. **Maintenance and Utilities**. Lessee shall pay for day-to-day maintenance, janitorial services, and utilities costs (including the costs of phone, cable, internet, water cooler rental, first aid box, internet services, and any other services required for its operations). The City shall invoice the Lessee for the actual costs on a monthly basis by providing an itemized invoice to the Lessee. All payments shall be made in accordance with the Texas Prompt Payment Act.

8. **Improvements.** If Lessee desires to make any improvements to the Leased Area, Lessee must request and receive the City's written approval prior to construction or implementation of any proposed improvements. Lessee shall be liable to pay all costs of any improvement. The City assumes no financial responsibility or obligation for payment of the cost of any improvements. Any improvements to the Leased Area made by Lessee shall remain and become property of the City at the end of a Lease Term.

9. **Access to the Leased Area.**

    a. The City may enter the Leased Area at any time for any purpose. City may access at any time for any purpose the security cameras, gate, and Wi-Fi.
    b. The City shall provide badge access and security camera access to the Lessee to enable the Lessee to enter and surveil the Leased Area.
    c. The City shall remain the administer for building access control and shall maintain the security cameras and security camera programming for the Leased Area.

10. **Termination.** Either party may, at its sole discretion, terminate this Agreement without recourse, liability, or penalty, by providing written notice at least one-hundred twenty (120) days prior to the date of termination.

11. **Notices.** Notices or other correspondence concerning this Agreement shall be in writing and are effective only when mailed, certified mail, return receipt requested, as follows:

To City:

City of Georgetown
ATTN: Public Works Director
P.O. Box 409
Georgetown, Texas 78627
eric.johnson@georgetown.org

With a copy to:
City of Georgetown
ATTN: City Attorney
P.O. Box 409
Georgetown, Texas 78627
skye.masson@georgetown.org

To Lessee:

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

Williamson County
General Counsel's Office
401 W. 6th Street
Georgetown, Texas 78626

12. **Condition of Property.** Lessee has inspected the Leased Area and accepts the Leased Area in its present condition "AS IS" unless expressly provided otherwise in this Agreement. City has made no express or implied warranties as to the condition or permitted use of the Leased Area. At the time this Agreement ends, Lessee will surrender the Leased Premises in the same condition as when received, normal wear and tear excepted. Lessee will not cause damage to the Leased Area and will not cause or allow hazardous materials or environmental contaminants on the Leased Area.

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

14. **Entire Agreement.** This Agreement constitutes the sole and only agreement of the parties, and supersedes any prior understandings or written or oral agreements between the Parties, concerning the subject matter of this Agreement. There are no verbal or written representations, understandings, stipulations, agreements or promises pertaining to this Agreement that are not incorporated in this Agreement. If a provision of this Agreement shall be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed and interpreted as if such invalid, illegal or unenforceable provisions had not been included. All exhibits referenced in this Agreement are attached and incorporated by reference for all purposes.

15. **Amendment.** This Agreement may not be modified or amended except in writing signed by the City and Lessee.

16. **Non-Assignment.** Lessee shall not assign or transfer any right or interest in this Agreement, in whole or in part, without prior written approval of the City. Lessee shall not sublease or rent out any part of the Leased Area without prior written consent of the City. This Agreement shall bind the parties, and their respective legal representative, successors, and permitted assigns.

17. **No Third-Party Beneficiaries**. This Agreement shall not be construed as affording any rights or benefits to anyone other than City and Lessee.

18. **Applicable Law.** This Agreement shall be construed and interpreted in accordance with Texas law. The parties agree that this Agreement is performable in Williamson County, Texas.

19. **No Waiver of Sovereign Immunity.** The Parties agree that no provision of this Agreement is in any way intended to constitute a waiver by either party of any immunities from suit or from liability that Lessee of the State of Texas may have by operation of law.

20. **Publicity.** City shall not use Lessee's name or refer to Lessee directly or indirectly in any media release, public service announcement or public service disclosure relating to this Agreement or any actions taken pursuant to obligations under this Agreement without first obtaining written consent from Lessee. This section is not intended to and does not limit City's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

21. **Partial Invalidity.** If any term or provision of this Agreement is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

22. **Non-waiver.** The failure of any party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in performance of any obligation under this Agreement shall constitute a consent or waiver to any breach or default in performance of or default in the performance of the same or any other obligation of this Agreement.

23. **Insurance.** The Lessee shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with this Agreement by the Lessee, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are set forth in Exhibit B. Lessee's insurance certificate satisfying the City insurance requirements is attached as Exhibit C.

IN WITNESS HEREOF, THE PARTIES HAVE SIGNED AND EXECUTED THIS CONTRACT IN MULTIPLE COUNTERPARTS.

CITY OF GEORGETOWN, TEXAS

By:_____
Josh Shroeder, Mayor

Date: _____ ____, 20____

ATTEST:

_____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

_____
Skye Masson, City Attorney

WILLIAMSON COUNTY, TEXAS

By: _____
Steven Snell, County Judge

Date: _____ ____, 20____

EXHIBIT A



EXHIBIT B
INSURANCE REQUIREMENTS

I. The Lessee agrees to maintain the types and amounts of insurance required in this Agreement throughout the term of the Agreement. The following insurance policies shall be required:

A. Commercial General Liability

B. Business Automobile Liability

C. Workers' Compensation

D. Property Insurance

II. For each of these policies, the Lessee's insurance coverage shall be primary with respect to the City, its officials, agents, employees and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Lessee's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Lessee to the City pursuant to this Agreement shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit D, and approved by the City *before* work commences.

III. General Requirements Applicable to All Policies.

A. Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.

B. Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.

C. "Claims made" policies are not accepted, except for Professional Liability insurance.

D. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of Georgetown.

E. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:

1. The insurance company is licensed and authorized to do business in the State of Texas

2. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO

3. All endorsements and coverages are included according to the requirements of this Agreement

4. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment

F. The City of Georgetown, its officials, agents, employees, and volunteers are to be listed as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, employees, and volunteers.

IV. **Commercial General Liability** requirements:

A. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current A. M. Best Key Rating Guide.

B. Minimum Combined Single Limit of $1,000,000 per occurrence per project for bodily injury and property damage with a $2,000,000 annual aggregate limit.

C. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.

D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.

E. The coverage shall not exclude: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, Explosion, Collapse and Underground coverage.

F. The City shall be listed as Additional Insured, and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

V. **Business Automobile Liability** requirements:

A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current Best Key Rating Guide.

B. Minimum Combined Single Limit of $1,000,000 per occurrence for bodily injury and property damage.

C. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.

D. The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

VI. **Workers' Compensation Insurance** requirements:

A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all* employees of the Lessee, the Lessee, *all* employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers compensation insurance policy, either directly through their employer's policy (the Lessee's, or subcontractor's policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Lessees and subcontractors *must* use that portion of the form whereby the hiring Lessee agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Lessee may not be used.

B. The workers compensation insurance shall include the following terms:

1. Employer's Liability limits of $1,000,000 for each accident is required.

2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.

3. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

VII.

Property Insurance requirements:

A. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current A. M. Best Key Rating Guide.

B. Lessee shall procure, at its sole cost and expense, property insurance covering Lessee' furniture, fixtures, equipment, and other personal property in, upon, or about the Leased Area, including Lessee's improvements and alterations made to the Leased Area, in an amount equal to one hundred percent (100%) of the insurable replacement cost of the insured property. Lessee shall obtain endorsements to such insurance for (i) all building glass within the Leased Area, (ii) loss of business income, (iii) extra expense in such amounts as will reimburse Lessee for direct and indirect loss of earning and incurred costs attributable to the perils commonly covered by Lessee's property insurance, and (iv) loss caused by mechanical or

electrical equipment breakdown (commonly referred to as boiler and machinery). Coverage shall include a sprinkler leakage endorsement and shall be for the replacement value of all covered property without deduction for depreciation of the covered items.

C. The City shall be listed as Additional Insured, and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

EXHIBIT C
CERTIFICATES OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/30/2025

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

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

PRODUCER
McGriff, a Marsh & McLennan Agency LLC Company
10100 Katy Freeway, #400
Houston, TX 77043

CONTACT NAME:
PHONE (A/C, No, Ext): 713-877-8975 **FAX (A/C, No):** 713-877-8974
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Safety National Casualty Corporation	15105
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Williamson County
100 Wilco Way, Suite HR101
Georgetown, TX 78626

COVERAGES **CERTIFICATE NUMBER:** PN89UCUD **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Public Officials / EPLI [ ] GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			XPR4068477	10/01/2024	10/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 4,000,000 $ 500,000 $ 0 $ 4,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [ ]			XPR4068477	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SP4068470	10/01/2024	10/01/2025	[ ] PER STATUTE [X] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
								$ $ $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Animal Shelter located @ 110 Walden Drive, Georgetown, Texas

CERTIFICATE HOLDER

City of Georgetown
P O Box 409
Georgetown, TX 78627

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE R Michael Breedlove, JR

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EVIDENCE OF PROPERTY INSURANCE

PN89UCUD

DATE (MM/DD/YYYY): 04/30/2025

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

AGENCY
McGriff, a Marsh & McLennan Agency LLC Company
10100 Katy Freeway, #400
Houston, TX 77043

PHONE (A/C, No, Ext): 713-877-8975

FAX (A/C, No): 713-877-8974

E-MAIL ADDRESS:

CODE:

SUB CODE:

AGENCY CUSTOMER ID #:

COMPANY
Travelers Lloyds Insurance Company

INSURED
Williamson County
100 Wilco Way, Suite HR101
Georgetown, TX 78626

LOAN NUMBER

POLICY NUMBER
KTLCMB6S38361224

EFFECTIVE DATE	EXPIRATION DATE	
10/01/2024	10/01/2025	☐ CONTINUED UNTIL TERMINATED IF CHECKED

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Animal Shelter: 110 Walden Drive, Georgetown, Texas

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

COVERAGE INFORMATION

PERILS INSURED ☐ BASIC ☐ BROAD ☐ SPECIAL ☐

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Equipment Floater	.	
Leased/Rented Equipment, in any one occurrence:	$5,000,000	
Subject to a maximum per item of:	$100,000	
	.	
Unscheduled Leased or Rented Contractors Equipment, in any one occurrence:	$250,000	
Subject to a maximum per item of:	$50,000	
	.	
Newly Acquired Contractors Equipment, in any one occurrence:	$100,000	

REMARKS (Including Special Conditions)

Property Coverage Includes coverage arising out of any one Occurrence up to $100,000,000 up to 115% of the individually stated value for scheduled properties, including $250,000 Personal Property of Others, $5,000,000 Newly Acquired at any one building for 120 days, $1,000,000 Leasehold Interest in any one occurrence and $1,000,000 Errors & Omissions, subject to applicable deductible on an "all risk, replacement cost basis, unless otherwise excluded or limited by policy wording".

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS
City of Georgetown
P O Box 409
Georgetown, TX 78627

☐ ADDITIONAL INSURED ☐ LENDER'S LOSS PAYABLE ☐ LOSS PAYEE
☐ MORTGAGEE ☒ Lessor of Property: Animal Shelter

LOAN #

AUTHORIZED REPRESENTATIVE
R Michael Breedlove, JR

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Commissioners Court - Regular Session **54.**

Meeting Date: 05/13/2025

Approval of an Addendum to MSA #202375 to add the Mobile Checkout feature to the PetPoint Enterprise Advantage system, in partnership with Animal Balance, for use by the Animal Shelter.

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to approve an addendum to MSA #202375 previously approved by the Commissioners Court on January 10, 2023 (Agenda Item #22), to add the Mobile Checkout feature to the PetPoint Enterprise Advantage system, in partnership with Animal Balance, for use by the Animal Shelter, and authorizing the execution of the addendum.

Background

This addendum adds the Mobile Checkout feature to the PetPoint Enterprise Advantage system to MSA #202375, in partnership with Animal Balance, for the Animal Shelter. This feature is part of the PetPoint system previously approved by the Court on January 10, 2023 (Agenda Item #22). The contract expires on January 10, 2026, with automatic annual renewal. There is no additional cost for the Mobile Checkout feature. The addendum has been reviewed and approved by Contract Audit and General Counsel. Department contacts: Misty Valenta and Linda Gunter.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Addendum

Original Agreement

Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/08/2025 09:14 AM
County Judge Exec Asst.	Andrea Schiele	05/08/2025 10:06 AM
Form Started By: Cheryl Johnson		Started On: 05/05/2025 03:20 PM
Final Approval Date: 05/08/2025		

Docusign Envelope ID: 997BF40E-69D4-4399-8D2D-84298266E082

PetPoint
DATA MANAGEMENT SYSTEM

PETPOINT ADDENDUM – MOBILE CHECKOUT

This PetPoint Addendum (this "Addendum") to the PetPoint Application Service Provider Agreement dated effective on January 10, 2023 is made and entered into effective as the last party's execution below (the "Addendum Effective Date") by and between

Pethealth Services (USA) LLC 223 West Erite Street Suite 6W Chicago, IL 60654 ("PetPlace")	and	Williamson County, a political subdivision of The State of Texas 1855 Inner Loop SE Georgetown, TX 78626 ("Client")

herein referred to individually as "Party", and jointly as "Parties".

WHEREAS, PetPlace provides a cloud based data management software solution, known as PetPoint ("PetPoint").

AND WHEREAS, PetPlace and Client have previously entered into a PetPoint Service Agreement (the "Agreement") whereby PetPlace provides PetPoint to the Client;

AND WHEREAS, Client desires to utilize the latest version of the Mobile Checkout feature within PetPoint to facilitate the adoption process, and provide the adopter with a pet insurance quote opportunity;

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Mobile Checkout**
   1.1. **Description**. "Updated Mobile Checkout" is a feature within PetPoint, which provides a convenient solution for the adoption process by allowing the following functionalities:
   - Capturing electronic signature(s) for contracts and other documents;
   - Mobile credit card payments for adoption and shelter fees (optional);
   - Mobile credit card payments for insurance purchases (required);
   - Providing instant pet insurance quotes for adopters, from one or more of PetPlace's affiliates that offer pet insurance (each a "Pet Insurance Affiliate"), with the capability for the adopter to purchase the quoted pet insurance.

   1.2. **Use of Updated Mobile Checkout**. Client agrees to use the Updated Mobile Checkout feature in PetPoint for the adoption and checkout process, as outlined in this Addendum.

2. **Obligation to Use Mobile Checkout**
   Client agrees to utilize the Updated Mobile Checkout feature for a minimum of 95% of all dog and cat adoptions. This usage shall include, but is not limited to, electronic signature capture, and insurance policy quotes from a Pet Insurance Affiliate.

3. **Term**
   This Addendum shall commence on the Addendum Effective Date and shall continue in full force and effect until terminated by either Party in accordance with the termination provisions set forth in the Agreement.

4. **Entire Agreement**. This Addendum, together with the Agreement, constitutes the entire understanding between the Parties. With respect to the subject matter hereof, this Addendum supersedes any and all prior agreements or understandings, oral or written, with regards to Updated Mobile Checkout.

[SIGNATURES TO FOLLOW]

Docusign Envelope ID: 997BF40E-69D4-4399-8D2D-84298266E082

By signing below, the Parties hereby agree to the terms of this Addendum as of the Addendum Effective Date.

Pethealth Services (USA) LLC

Signer's Title:
VP of Partnership and Consumer Operations

Signer's Email:
todd.whittington@pethealthinc.com

Name of Signer:
Todd Whittington

Signature:
Signed by:
Todd Whittington
64BE34F4F1B8423...

Date:
16 April 2025 | 8:57 AM CDT

CLIENT: Williamson County, Texas

Signer's Title:

Signer's Email:

Name of Signer:

Signature:

Date:

DocuSign Envelope ID: 767E0605-3DCE-4543-B2D7-15405C27CB90

PETPOINT APPLICATION SERVICE PROVIDER AGREEMENT

This Application Service Provider Agreement (this "**Agreement**") is made and entered into as of January 10, 2023, (the "**Effective Date**") by and between:

Pethealth Services (USA) Inc.,
3315 Algonquin Road, Suite 310
Rolling Meadows, IL 60008

("**Pethealth**")

-and-

Williamson County, a political subdivision of the State of Texas
1855 Inner Loop SE
Georgetown, TX 78626
(the "**Client**")

This Agreement governs the relationship between Pethealth and the Client and is entered into for Pethealth to provide the Client with access to software and services on an application service provider ("**ASP**") basis, pursuant to the terms and conditions described in this Agreement.

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, both Parties agree as follows:

1. DEFINITIONS

The capitalized terms used in this Agreement shall have the meanings as defined below.

Additional Services:	Means any services provided by Pethealth to the Client for an additional fee pursuant to this Agreement, including but not limited to database conversion, training, support and custom development additions.
Affiliate:	Means a business entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the applicable Party.
Application:	Means the general production version of the PetPoint Shelter Data Management Software, including all updates, improvements and enhancements.
ASP:	Means application service provider and refers to Pethealth.
ASP Service(s):	Means any service(s) in relation to the Application provided by Pethealth to the Client pursuant to this Agreement.
Client:	Means the entity named and entering into this Agreement with Pethealth.
Client's Data:	Means the data entered into the Application by the Client.
Communications:	Has the meaning given in Schedule C.
Confidential Information:	Refers to the information the Parties may disclose or make available to one another in connection with this Agreement which is considered by the disclosing Party to be confidential or proprietary information about itself or its business, products or services. This includes, but is not limited to: (a) the terms of this Agreement, unless prohibited by law; and (b) any other information, communication or data, in any form, including, but not limited to, oral, written, graphic or electronic forms, which the disclosing Party identifies as confidential or which is of such a nature that the receiving Party should reasonably understand that the disclosing Party desires to protect such information against unrestricted disclosure or use, including, without limitation, business information, financial data and marketing data. Notwithstanding the foregoing, Confidential Information does not include information that is: (a) generally known in the public (other than through unauthorized disclosure); (b) rightfully in the receiving Party's possession prior to disclosure as evidenced by competent written proof; (c) independently developed by the receiving Party without reliance on or reference to the disclosing Party's Confidential Information; or (d) rightfully received by the receiving Party from a third party without a duty of confidentiality, provided that (i) the receiving Party has no knowledge that such information is subject to a confidentiality agreement and (ii) such information is not of a type or character that a reasonable person would have regarded it as confidential.
Consenting Parties:	Has the meaning given in Schedule C.

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Fee:	Refers to any payments made by the Client to Pethealth in connection with this Agreement including, but not limited to, the Application onboarding fee and Additional Services fee(s).
Force Majeure:	Means a cause or event that is not reasonably foreseeable or not otherwise caused by or under the control of Pethealth including acts of God, fires, floods, explosions, riots, wars, hurricanes, sabotage, terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, insurance regulatory and compliance acts, labor strikes or internet service provider failure or delay.
Go-Live	Means the date the Client begins daily use of the Application.
Offer:	Has meaning given in Schedule B.
Party, Parties:	"Party" means either Pethealth or the Client, as applicable. "Parties" refers to Pethealth and the Client collectively.
Personnel:	Means the Affiliates of each Party, and the directors, officers, employees, agents, representatives, advisors and volunteers of each Party and their Affiliates, as applicable.
Pethealth:	Means Pethealth Services (USA) Inc., the Application Service Provider, an Illinois Corporation.
Pethealth Advantage Program:	Has the meaning given in Schedule B.
Proprietary Information:	Means any and all information relating to the Application and the ASP Services, including the databases, computer programs, screen formats, report formats, interactive design techniques, formulae, processes, systems, software, extended format reports and other information forming part of, relating to or made available as part of the Application and the ASP Services that is proprietary to Pethealth and/or its licensors and all related copyrights, trademarks, service marks, trade secrets, patents or other intellectual property and ownership rights of Pethealth or its subsidiaries and Affiliates and its relevant licensors.
Trial:	Has the meaning given in Schedule B.

2. CLIENT'S USE OF THE APPLICATION

2.1. **Right to Access and Use.** Subject to the terms and conditions of this Agreement, Pethealth grants the Client the right to use the Application on a remote basis through the ASP for the purpose of managing the Client's data and for related purposes relating to the management of customer data in the animal welfare industry. The Client is authorized to use all functionality and all configurations of the Application (including all updates) that are made available through the ASP or made generally available by Pethealth.

2.2. **Terms of Use.** The Client will not (a) make any ASP Service or content available to, or use any ASP Service or content for the benefit of, anyone other than the Client, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any ASP Service or content, or include any ASP Service or content in an ASP Service bureau or outsourcing offering, (c) use an ASP Service or third party application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third party privacy rights, (d) use an ASP Service or third party application to store or transmit malicious code, (e) interfere with or disrupt the integrity or performance of any ASP Service or third party data contained therein, (f) attempt to gain unauthorized access to any ASP Service or content or its related systems or networks, (g) permit direct or indirect access to or use of any ASP Service or content in a way that circumvents a contractual usage limit, or use any of Pethealth's ASP Services to access or use any of Pethealth's intellectual property except as permitted under this Agreement, (h) copy an ASP Service or any part, feature, function or user interface thereof, (i) copy content except as permitted, (j) frame or mirror any part of any ASP Service or content, other than framing on the Client's own intranets or otherwise for the Client's own internal business purposes, (k) access any ASP Service or content in order to build a competitive product or Service or to benchmark with a third party product or ASP service, or (l) reverse engineer any ASP Service (to the extent such restriction is permitted by law). Any use of the ASP Services in breach of this Agreement by the Client that in Pethealth's judgment threatens the security, integrity or availability of Pethealth's ASP Services, may result in Pethealth's immediate suspension of the ASP Services, however, Pethealth will use commercially reasonable efforts under the circumstances to provide the Client with notice and an opportunity to remedy such violation or threat prior to such suspension.

2.3. **No Retained Rights.** The Client understands and agrees that their right to use the Application is provided on a limited, non-exclusive, non-transferable and revocable basis. In no event will the Client obtain or retain any other right of access or use or retain any right, title or interest, whether in the form of intellectual property or any other ownership rights or interests, in or to the Application (or any modifications, improvements, enhancements, upgrades or any derivative works based upon the Application).

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2.4. **Pethealth Service Levels and Support.** Pethealth will use commercially reasonable efforts to make the Application available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which Pethealth shall give advance electronic notice) and (b) any unavailability caused by a Force Majeure event. Upon request, Pethealth will provide to the Client a complete duplicate of the Client's Data in SQL format on a monthly basis.

3. THIRD PARTY PROVIDERS

3.1. **Third Party Services.** Pethealth or third parties may make available third party products or services, including, for example, third party applications and implementation and other consulting services. Any acquisition by the Client of such products or services, and any exchange of data between the Client and any third party provider, product or service is solely between the Client and the applicable third party provider. Pethealth does not warrant or support third party products or services, whether or not they are designated by Pethealth as "certified" or otherwise, unless expressly provided otherwise.

3.2. **Data.** If the Client chooses to use a third party application with an ASP Service, the Client grants Pethealth permission to allow the third party application and its provider to access the Client's Data as required for the interoperation of that third party application with the ASP Service. Pethealth is not responsible for any disclosure, modification or deletion of the Client's Data resulting from access by such third party application or its provider.

3.3. **Integration.** The ASP Services may contain features designed to interoperate with third party applications. To use such features, the Client may be required to obtain access to such third party applications from its providers, and may be required to grant Pethealth access to the Client's account(s) on such third party applications. Pethealth cannot guarantee the continued availability of such service features, and may cease providing them without entitling the Client to any refund, credit, or other compensation, if for example and without limitation, the provider of a third party application ceases to make the third party application available for interoperation with the corresponding service features in a manner acceptable to Pethealth.

4. PETHEALTH ADVANTAGE PROGRAM

4.1. The Client shall have the option to participate in the Pethealth Advantage Program as specified in Schedule B.

5. FEES AND PAYMENT

5.1. **Currency.** Any references to monetary values made within this Agreement shall be denominated in the currency in use by the country where the Client is domiciled.

5.2. **Fees.** The Client shall pay Pethealth for all fees specified in Schedule A. Except as otherwise specified: (a) fees are based on the Application and the ASP Services purchased and not actual usage and (b) payment obligations are non-cancellable and fees paid are non-refundable.

5.3. **Invoicing and Payment.** The Client will provide Pethealth with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Pethealth. If the Client provides credit card information to Pethealth, the Client authorizes Pethealth to charge such credit card for all Fees set forth in Schedule A. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in Schedule D. If the Client specifies that payment will be by a method other than a credit card, Pethealth will invoice the Client in advance and otherwise in accordance with the agreed payment method. Unless otherwise stated, invoiced charges are due net thirty (30) days from the invoice date. The Client is responsible for providing complete and accurate billing and contact information to Pethealth and notifying Pethealth of any changes to such information.

5.4. **Texas Prompt Payment Act Compliance.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Client 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 Client 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 Client'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.

5.5. **Suspension of Service and Acceleration.** If any amount owing by the Client under this or any other agreement for Pethealth services is thirty (30) or more days overdue (or ten (10) or more days overdue in the case of amounts the Client has authorized Pethealth to charge to its credit card), Pethealth may, without limiting Pethealth's other rights and remedies, accelerate the Client's unpaid fee obligations

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under such agreements so that all such obligations become immediately due and payable, and suspend Pethealth's services to the Client until such amounts are paid in full. Other than for customers paying by credit card or direct debit whose payment has been declined, Pethealth will give the Client at least ten (10) days' prior notice that the Client's account is overdue before suspending services to the Client.

5.6. **Taxes.** The Client shall be responsible for any applicable sales, use, excise, value added, services, consumption or other tax that is assessed on the grant of the right to use the Application or any part of the provision of ASP Services or on any payments due to Pethealth under this Agreement.

6. PROPRIETARY RIGHTS

6.1. **Application and Proprietary Information.** The Client acknowledges that the Application and all Proprietary Information of Pethealth are and will at all times remain the sole and exclusive property of Pethealth or its licensors.

6.2. **Client's Data.** The Client shall retain sole ownership of all the Client's Data. Pethealth shall have the sole and exclusive right to use the Client's Data for the purpose of promoting, marketing and soliciting enrollment in Pethealth Inc. products and services, including, but not limited to, microchip, on-line adoptable pet promotion services and insurance products and services. In addition, the Client acknowledges that Pethealth may use the Client's Data for the purpose of data aggregation to form summary statistics used in industry reports and other industry related data reporting initiatives. Aggregate data obtained from the Client's operations used to form summary statistics will be combined with aggregate data obtained from other Application users and shall contain no information specifically identifying the Client or their operations. The Client agrees that such use by Pethealth shall not constitute a breach of the confidentiality provisions of this Agreement.

7. CONFIDENTIALITY

7.1. **Permitted Use.** Each Party will use Confidential Information received from the other Party solely for the purpose of rendering services pursuant to this Agreement or otherwise discharging its obligations hereunder and will take all reasonable precautions to ensure that it does not disclose to any third party such Confidential Information without the prior written consent of such other Party. Notwithstanding the foregoing, a Party may disclose such Confidential Information: (a) to its employees and agents, on a need-to-know basis, who are bound by obligations of non-disclosure and limited use at least as stringent as those contained within this Agreement; and (b) to the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body, upon reasonable notice to the other Party.

7.2. **General.** Each Party shall be responsible for any breach of the confidentiality provisions of this Agreement by its employees and agents. All Confidential Information will remain the sole property of the disclosing Party and no proprietary rights shall be granted to the counterparty by this Agreement or by disclosure of Confidential Information under this Agreement. Upon request by the disclosing Party, all Confidential Information must be promptly returned or destroyed. Notwithstanding the foregoing, Pethealth shall not be required to purge its computer archives. The confidentiality obligations with respect to any information that is not considered to be a "trade secret" under applicable law will expire three (3) years after the termination or expiration of this Agreement.

8. PUBLICITY

8.1. **Non-Advertisement.** Both Parties agree that they may not, without the written consent of the other Party:

a) Advertise or otherwise make known to others any information regarding this Agreement, including, but not limited to, any fee or commission arrangements, unless prohibited by law;

b) Use any endorsement, quote or picture implying endorsement of the other Party or its Personnel in any advertising, sales promotion, press release or other public document; or

c) Use or display the name or mark(s) of the other Party.

8.2. **Exception.** Notwithstanding the foregoing, the Parties agree that either Party may display the name and marks of the other Party and it's Affiliates in its facilities (including any affiliate facilities and/or affiliate branches or clinics) and on their website for the purpose of the Pethealth Advantage Program.

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9. WARRANTIES AND DISCLAIMERS

9.1. The Application is provided on an "as is, where is" basis, without any representation or warranty or condition of any kind under applicable law. Pethealth disclaims all conditions, terms, representations and warranties which have been express or implied, written or oral, statutory or otherwise, including, but not limited to, warranties of merchantability, quality, fitness, title or non-infringement.

10. MUTUAL INDEMNIFICATION

10.1. **Indemnification by Pethealth.** Pethealth shall indemnify and hold the Client harmless from and against any loss, damage, claim, cost, expense or other liability suffered or incurred by the Client as a result of any claim or cause of action by a third party arising out of or relating to any alleged infringement of copyright or any other property right arising out of the use of the Application and the ASP Services.

10.2. **Indemnification by the Client.** The Client shall indemnify and hold Pethealth harmless from and against any loss, damage, claim, cost, expense or other liability suffered or incurred by Pethealth as a result of any claim or cause of action by a third party arising out of or relating to: (a) the Client's use of the Application and the ASP Services, or (b) ownership or rights in any data received by Pethealth from the Client or any information derived therefrom.

10.3. **Interpretation.** For the purposes of this Section 10, references to each Party shall include each Party's respective Personnel.

10.4. **Texas Law Applicable to Indemnification.** 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 Client's rights.

11. LIMITATION OF LIABILITY

11.1. **Limitation of Liability.** IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY THE CLIENT AND THEIR AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT THE CLIENT'S AND THEIR AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.

11.2. **Exclusion of Consequential and Related Damages.** IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

12. TERM AND TERMINATION

12.1. **Term of Agreement.** This Agreement commences on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated.

12.2. **Termination for Cause.** Either Party may terminate this Agreement for cause:

a) Upon thirty (30) days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period; or

b) Upon thirty (30) days written notice if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

12.3. **Termination for Convenience.** Either Party may terminate this Agreement without cause by providing sixty (60) days written notice to the other Party.

12.4. **Refund or Payment upon Termination.** If this Agreement is terminated by the Client in accordance with Section 12.2, Pethealth will refund the Client any prepaid fees covering the remainder of the term after the effective date of termination. If this Agreement is

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terminated by Pethealth in accordance with Section 12.2 the Client will pay any unpaid fees covering the remainder of the term. In no event will termination under Sections 12.2 or 12.3 relieve the Client of its obligation to pay any fees payable to Pethealth for the period prior to the effective date of termination.

12.5. **Data Portability.** After the termination of this Agreement, Pethealth will immediately shut off the Client's access to the Application. Upon request, Pethealth will provide the Client with a complete duplicate of the Client's Data.

13. CONSENT TO CONTACT AND EXEMPTION UNDER TEXAS HOUSE BILL 2828 ("HB2828")

13.1. Pursuant to Section 552.1177 subsection (b) Pethealth is exempt whereby governmental entities can provide Pethealth with an adopter's personally-identifying information as the services provided by Pethealth relating to microchip registration pertain to public health and safety, as the services provided allow for the prompt rehoming of stray animals.

Pethealth shall maintain the confidentiality of the information provided as specified in Schedule B, and shall not disclose the information or use the information for any purpose that does not relate to the services that are offered relating to the protection of public health and safety.

13.2 If the Client elects to participate in the Pethealth Advantage Program as specified in Section 4.1 and Schedule B, then the Client shall also cooperate with Pethealth to collect and record the consent of third-parties to receive further communications from Pethealth and its Affiliates, as specified in Schedule C.

14. RIGHT TO AUDIT

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

15. GENERAL

15.1. **Relationship.** The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

15.2. **Amendments.** This Agreement may not be amended except by the written agreement of the Parties substantially in the form attached as Schedule E. The terms and conditions outlined in the Schedules are subject to change and Pethealth will make commercially reasonable efforts to provide the Client with thirty (30) days' prior written notice of any intended changes. The Client's continued use of the Application and abidance of the revised terms and conditions after thirty (30) days means that the Client has accepted the revised terms and conditions.

15.3. **Assignment.** This Agreement may not be assigned by the Client without the prior written consent of Pethealth and any alleged assignments by the Client without Pethealth's prior written consent will be null and void. This Agreement will be binding on and exist to the benefit of both Parties, including their respective successors and permitted assigns.

15.4. **Governing Law.** This Agreement will be governed by and interpreted in accordance with the laws of Williamson County, the State of Texas and the applicable laws of the United States of America without regard to the conflicts of law principles.

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

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

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15.7. **Severability.** If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of this Agreement, which shall remain valid and enforceable according to its terms.

15.8. **Entire Agreement.** The entire relationship between Pethealth and the Client is governed by this Agreement, including all Schedules thereto and, if applicable, any amending agreement (including any additional Schedules that may form part of it) and replaces and terminates all prior oral or written agreements, arrangements or understandings between the Parties as of the Effective Date.

15.9. **Survival.** The obligations imposed by Sections 6, 7, 9, 10, 11, 12.4, 12.5 and 15 will remain in force after the termination of this Agreement.

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By signing this Agreement, both Parties are entering into the Agreement as of the Effective Date and agree to the terms and conditions outlined within.

PETHEALTH:
Pethealth Services (USA) Inc.

Address:
3315 Algonquin Road Suite 300
Rolling Meadows, IL 60008

Telephone:
1-866-600-4815

Email:
info@PetPoint.com

Name of Signer:
Michelle Cole

Signer's Title:
Chief Marketing and Sales Officer

Signature:
DocuSigned by: Michelle Cole

Signer's Telephone:
1-866-630-7387 ext.

Signer's Email:

Date:
26 December 2022 | 8:57 AM EST

CLIENT:
Williamson County Regional Animal Shelter

Billing Address:
1855 SE Inner Loop
Georgetown, Texas 78626

Telephone:
512-943-3322

Billing Email:
lgunter@wilco.org

Name of Signer:
Bill Gravell

Signer's Title:
County Judge

Signature:
Bill Gravell (Jan 11, 2023 10:19 CST)

Signer's Telephone:

Signer's Email:

Date:
Jan 11, 2023

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SCHEDULE A – Fees and Pricing

1. **PetPoint Annual Subscription Fee:** The Client shall choose one (1) of the annual software subscription options and pay Pethealth the subscription fee as outlined below on an annual basis. The PetPoint Annual Software Subscription fee shall be due on the first day of each contract year. A quarterly payment option is available.
2.

PetPoint Professional:

a) With Phone and Chat Support - $9,000

PetPoint Professional – Advantage Program:

a) Online Support - $0.00
b) Phone and Chat Support – $1,000

PetPoint Enterprise (Builders and Constituent Services not included):

a) Phone and Chat Support - $10,000

PetPoint Enterprise (Builders and Constituent Services not included) – Advantage Program:

a) Phone and Chat Support - $2,500

2. Subscription Includes:

PetPoint Professional:

a) One application and database instance of PetPoint Professional.
b) Hosting and file storage on Microsoft Azure

PetPoint Enterprise:

a) One application and database instance of PetPoint Enterprise.
b) Hosting and file storage on Microsoft Azure
c) Advanced Productivity Suite

3. Onboarding Fee: A one-time onboarding fee shall be paid by the Client to Pethealth at the commencement of this Agreement as outlined in Schedule D.

Included in the onboarding fee:

a) Computer-based learning courses (20+ hours of available courses as required).
b) Project managed by Engagement Team Member consisting of regular check-ins throughout the self-guided onboarding.
c) Online web form support during business hours*.

*Monday through Friday 9:00 a.m. to 6:00 p.m. eastern time, except for Pethealth observed holidays.

4. Additional Services: Additional Services shall be offered and priced by a separate Statement of Work. These services may include, but are not limited to data conversion, custom development, configuration, report building and end user training.

5. Pet Licensing Fee (applicable to Clients with Constituent Services): The Client accepts that there will be a fee, as outlined below, for each pet license issued by the Client via PetPoint Application's online licensing. Beginning in year two (2), the Client shall receive an invoice at the commencement of each contract year for all licenses issued during the previous contract year. The Client shall pay Pethealth any invoice charges in accordance with Section 5.3 of this Agreement.

Number of Pet Licenses Issued:	1 – 50,000	50,001 – 100,000	>100,000
License Fee:	$0.75 per license	$0.50 per license	$0.25 per license

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SCHEDULE B – Pethealth Advantage Program

By initialing below and on Schedule C, the Client agrees to the following terms and conditions outlined in this Schedule B and Schedule C regarding the usage and promotion of Pethealth microchips, lost pet recovery services, email offerings and adoptable pet promotion (collectively, the "**Pethealth Advantage Program"**).

1. Pethealth Advantage Program:

a) The Client shall exclusively purchase, use, recommend and promote Pethealth microchips and lost pet recovery services (currently branded as 24PetWatch) in their facilities (including any affiliate facilities, branches or clinics under the Client's control) for the implantation and identification of all canine and feline companion animals, as specified below.
b) The Client shall implant **all** canine and feline companion animals offered for adoption with a Pethealth microchip, unless such animal is already microchipped at time of intake. The Client shall also exclusively use Pethealth microchips for any implantation and identification of canine and feline companion animals in the communities serviced by the Client.
c) The Client shall register all microchips, regardless of brand, in the Pethealth microchip lost pet recovery program via the Application, including a valid email address and phone number from the owner or adopter, within 48 hours of receiving such information.
    a. Pethealth reserves the right to charge a fee of $4.85 for each non-Pethealth microchip registered if the Client discontinues their participation in the Pethealth Advantage Program.
d) The Client shall recommend and promote Pethealth microchips and lost pet recovery services (currently branded as 24PetWatch) to its affiliate facilities, branches, clinics, partners, including vendors, suppliers and other members of the animal welfare industry.
e) The Client shall not purchase, recommend or promote any competitor's microchip or lost pet recovery program in their facilities (including any affiliate facilities, branches or clinics under the Client's control). Notwithstanding the foregoing, the Client shall not be required to implant a Pethealth microchip into canine and feline companion animals that have already been microchipped.
f) The Client shall begin using Pethealth microchips within 30 days following the Effective Date of this Agreement.

2. Pethealth Email Offerings:

a) The Client must inform adopters of the email offerings brought to you by Pethealth, Pethealth Subsidiaries and/or our Parent companies along with the possibility of third parties, effective on the day of the Clients go live of their software.
    a. From time to time we may change what offers are provided to your adopters, but prior to making those changes Pethealth will communicate what those offerings will be 90 days in advance in writing.
b) The Client must collect consent, as per Schedule C, in order for the adopter to receive the email offers.

3. Adoptable Pet Promotion:

a) The Client shall post pets available for adoption on their website(s) using the PetPoint Adoptable Search API, which is provided as part of the Application. If the Client does not have a website, then the Client shall setup and maintain a homepage on Petango (www.petango.com) from within the Application.
b) The Client agrees that the format used to display animal data using the PetPoint Adoptable Search API and/or Petango cannot be altered by the Client. Pethealth may alter, change or modify the PetPoint Adoptable Search API, Petango and any related websites without prior notification. The Client acknowledges that the format used to display the animal data is owned by Pethealth and as such may contain messaging by Pethealth or third-parties authorized by Pethealth.
c) The Client shall include on its website a hyperlink to the 24PetWatch website.
d) The Client shall inform Pethealth of marketing opportunities, including through the Client's shelter or rescue group, as applicable.
e) The Client shall allow Pethealth to use the Client's name and logo in Pethealth marketing materials.
f) The Client shall begin using the PetPoint Adoptable Search Module and/or homepage on Petango on the day of go live.

CLIENT AGREES TO PARTICIPATE: YES X_ NO ____

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SCHEDULE C – Collection of Consent

The Client or its Personnel shall inform all adopters and any pet owner where a microchip has been implanted of the exemption of Pethealth under Section 552.1177 Subsection (b) of the *Texas Public Information Act* as set out in 13.1 of the Agreement, and shall solicit the consent of all adopters and any pet owner where a microchip has been implanted (the "**Consenting Parties**") to receive communications from Pethealth Inc. or its subsidiaries (the "**Communications"**).

In such instances, the Client agrees that:

a) The Client or its Personnel shall solicit each Consenting Party's express consent to receive the Communications.
b) In soliciting the consent described above, the Client or its Personnel shall ensure that:
    i. the Consenting Party has been informed of the exemption under Section 552.117, Subsection (b),
    ii. the form of consent requires each Consenting Party to "opt-in" to (rather than "opt-out" of) providing its consent; and
    iii. each Consenting Party has an opportunity to decline or revoke its consent.
c) The Client will record each Consenting Party's consent (or lack thereof) in the Application in the appropriate consent fields.
d) The Client shall maintain any written or recorded evidence of each Consenting Party's consent (or lack thereof) and deliver such evidence to Pethealth immediately upon request.
e) At all times, the Parties shall treat all records and evidence of each Consenting Party's consent (or lack thereof) as Confidential Information.
f) At all times, the Client shall ensure that proper training is provided to all applicable Personnel in soliciting consent and in maintaining the records and evidence of each Consenting Party's consent (or lack thereof) as described in this Schedule C.
g) The Client shall adopt any other practices as requested by Pethealth to comply with applicable law (including, but not limited to, any applicable anti-spam legislation) in respect of the activities described in this Schedule C.

[Remainder of page is intentionally left blank.]

CLIENT AGREES TO PARTICIPATE: YES X_ NO ____

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SCHEDULE D – PetPoint Payment Summary

PetPoint Annual Subscription Fee				
PetPoint Subscription Type		Fee Per Year	# Concurrent Licensed Users	Total Fee
	PetPoint Professional Advantage Program– Phone and Chat Support	$1,000	Unlimited	
	PetPoint Professional Advantage Program – Online Support	$0.00	Unlimited	
	PetPoint Professional – Phone and Chat Support	$9,000	Unlimited	
X	PetPoint Enterprise Advantage Program (without Builders and Constituent Services) – Phone and Chat Support	$2,500	Unlimited	$2,500
	PetPoint Enterprise (without Builders and Constituent Services) – Phone and Chat Support	$10,000	Unlimited	
			Total Annual PetPoint Subscription Fee	$2,500

Onboarding Fee			
Onboarding Type		Due Date	Total Fee (one time fee)
X	Tier 0	10 Business Days	$0
	Tier 1	10 Business Days	$500
	Tier 2	10 Business Days	$650
	Tier 3	10 Business Days	$1,000
	Tier 4	10 Business Days	$1,500
	Tier 5	10 Business Days	$5,000
		Total Onboarding Fee	$0
		Total PetPoint Fees – Subscription and Onboarding	$2,500

PetPoint Annual Subscription Fee Payment Frequency	
Frequency	
X	Annual
	Quarterly
	Not Applicable

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SCHEDULE E – Form of Amending Agreement

PETPOINT APPLICATION SERVICE PROVIDER AMENDING AGREEMENT

This Amending Agreement (the "**Amending Agreement**") is made and entered into as of (the "**Effective Date**"), by and between:

Pethealth Services (USA) Inc., 3315 Algonquin Road, Suite 4 0 Rolling Meadows, IL 60008 ("**Pethealth**")	-and-	<Client Name> <Client Address> <Client Address> (the "**Client**")

Both Parties entering into the PetPoint Application Service Provider Agreement dated as of (the "**Agreement**") wish to amend the Agreement on the terms and conditions described in this Amending Agreement.

In consideration of the Parties agreeing to amend their obligation in the existing Agreement and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, both parties agree as follows:

1. Amendments

Original Provision	Amended Provision
[Original language of first provision to be amended]	*[Amended language of first provision to be amended]*
[Original language of second provision to be amended]	*[Amended language of second provision to be amended]*
etc.	*etc.*

2. No Other Change

Except as provided in this Amending Agreement, all of the terms and conditions of the Agreement remain unchanged and in full force and effect and will be read with this Amending Agreement.

3. Terminology

Capitalized terms not defined in this Amending Agreement shall have the meaning as described in the Agreement.

[Remainder of page intentionally left blank.]

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By signing this Amending Agreement, both parties are entering into the Amending Agreement as of the Effective Date and agree to the terms and conditions outlined within.

PETHEALTH:
Pethealth Services (USA) Inc.

Address:
3315 Algonquin Road Suite 3: 0
Rolling Meadows, IL 60008

Telephone:
1-866-600-4815

Email:
info@PetPoint.com

Name of Signer:

Signer's Title:

Signature:

Signer's Telephone:

1-866-630-7387 ext.

Signer's Email:

Date:

CLIENT:

Billing Address:

Telephone:

Billing Email:

Name of Signer:

Signer's Title:

Signature:

Signer's Telephone:

Signer's Email:

Date:

Agenda Item #22, CC 1.10.23 Approval of 202375 PetPoint Data Management System with Pethealth Services Inc (Misty)

Final Audit Report 2023-01-11

Created:	2023-01-09
By:	Kim Chappius (kim.chappius@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6Dp8P1oH8XRMwL4LQemAa29OuEp0AMtJ

"Agenda Item #22, CC 1.10.23 Approval of 202375 PetPoint Data Management System with Pethealth Services Inc (Misty)" History

Document created by Kim Chappius (kim.chappius@wilco.org)
2023-01-09 - 8:37:49 PM GMT- IP address: 66.76.4.65

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for signature
2023-01-09 - 8:51:23 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-01-09 - 8:51:33 PM GMT- IP address: 66.76.4.65

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-01-10 - 4:36:59 PM GMT- IP address: 66.76.4.65

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2023-01-10 - 4:36:59 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2023-01-11 - 4:19:00 PM GMT- IP address: 66.76.4.65

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2023-01-11 - 4:19:19 PM GMT - Time Source: server- IP address: 66.76.4.65

Agreement completed.
2023-01-11 - 4:19:19 PM GMT

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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:
2025-1295575

Date Filed:
04/15/2025

Date Acknowledged:
05/05/2025

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

Pethealth Services (USA) LLC
Chicago, IL United States

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

Williamson County Regional Animal Shelter

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.

Agenda Item #22, CC 1.10.23
PetPoint and PetPoint Mobile Checkout

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

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

6 UNSWORN DECLARATION

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

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

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

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

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

Docusign Envelope ID: 997BF40E-69D4-4399-8D2D-84298266E082

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:
2025-1295575

Date Filed:
04/15/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Pethealth Services (USA) LLC
Chicago, IL United States

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

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.
Agenda Item #22, CC 1.10.23
PetPoint and PetPoint Mobile Checkout

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 _____.

My address is _____ (street), _____ (city), _____ (~~state~~ Province), _____ (~~zip code~~ Postal Code), _____ (country).

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

Executed in Petawawa (~~County~~ Municipality), ~~State~~ [redacted] Province of _____, on the 15 day of April (month), 2025 (year).

Signed by: Todd Whittington
64BF34F4[redacted]
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **55.**

Meeting Date: 05/13/2025

Williamson County Exposition Center - West Arena New - Amendment No. 2 - Parkhill

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 Parkhill, Smith & Cooper being dated March 19th, 2024 related to the Exposition Center - West Arena New.

Background

This Amendment No. 2 to the Supplemental Agreement for Design & Engineering Services is made for the purposes of adding reimbursable expenses for the firm to provide architectural and engineering services pertaining to the Expo Center - West Arena New.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

West Arena New-P635_Parkhill_A2

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	05/05/2025 10:15 AM
County Judge Exec Asst.	Andrea Schiele	05/06/2025 05:33 PM
Form Started By: Christy Matoska		Started On: 04/09/2025 11:45 AM
Final Approval Date: 05/06/2025		

AMENDMENT NO. 2
TO
AGREEMENT FOR PLANNING, DESIGN & ENGINEERING SERVICES

PROJECT: **Williamson County Exposition Center - West Arena New** ("Project")

PLANNER/ LANDSCAPE ARCHITECT/ ARCHITECT/ ENGINEER: **Parkhill, Smith & Cooper, Inc.** ("A/E")
Jamie Zavodny, Principal
11902 Burnet Road, Suite 100
Austin, TX 78758

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

THIS AMENDMENT NO. 2 to **Agreement for Planning, Design and Engineering Services** ("Amendment No. 1") 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 **Agreement for Planning, Design and Engineering Services** ("Agreement") being dated effective **March 19th, 2024**, wherein A/E agreed to perform certain professional planning, 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 **Compensation and Expenses** under **Article 6** 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 6 – Compensation and Expenses

Article 6 – Compensation and Expenses shall be amended and supplanted by the following:

6.2 Expenses.

A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under Exhibit D. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and must strictly comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed Five Thousand Two Hundred Fifty-Four Dollars ($5,254.).

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. 1, in duplicate, to be effective as of the date of the last party's execution below.

A/E:	**COUNTY**:
Parkhill, Smith & Cooper, Inc.	Williamson County, Texas
By: Jamie Zavodny	By:
Signature	
Jamie Zavodny	
Printed Name	Printed Name
Partner	
Title	Title
Date Signed: April 30, 2025	Date Signed:

Commissioners Court - Regular Session **56.**

Meeting Date: 05/13/2025

Congressional Earmark for the SH 195 (remaining 3 ramps) Project

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 to approve the submittal of the SH 195 (remaining 3 ramps) for a potential earmark funding. The anticipated construction cost is $16.5M and the amount of the funding request is $10M.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Congressional Earmark for the SH 195 (remaining 3 ramps) Project

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/07/2025 06:22 PM
Form Started By: Vicky Edwards		Started On: 05/07/2025 03:47 PM
Final Approval Date: 05/08/2025		

Grant Title/Project Name:	Congressional Earmark for SH 195 (remaining 3 ramps)
Department:	Road and Bridge / Road Bond
Requestor:	Bob Daigh
Contact Email:	bdaigh@wilco.org
Contact Phone Number:	512-943-3330
Start Date:	Spring 2027
End Date:	Spring 2028
Please select request category:	Transportation
Describe the purpose of the grant in detail to include all requirements.	Construction funding for 3 ramps at SH 195.
Select the type of grant your department is applying for:	Federal
What is the amount of the grant?	$10,00,000.00
Please provide a breakdown of the total cost above.	Construction - $16,500,000.00
Is there a match requirement?	Yes
What is the source of the match?	Anticipated 20% match to come from 2023 Road Bond Funds
Does the grant cover the cost of the request 100%?	No
If not, how much is left unpaid?	$6,500,000.00
What is the plan to obtain grants/funds for the remaining amount?	Anticipated to come from 2023 Road Bond Funds
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	
Where will the asset be stored?	
What is the useful life of the asset?	
Will a replacement be requested from general funds when useful life has been exhausted?	

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

What is the useful life of the item?	N/A
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	
Will this item require any form of licensing?	
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	N/A
How will this item be funded when the grant ends?	N/A
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	N/A
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	N/A
What is the cost and frequency to maintain/update the additional equipment?	N/A
What is the impact of this grant application on other internal/county departments?	N/A
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	No
If yes, how much is the match amount?	Anticipated 30% match
ID	104
Version	2.0
Attachments	False
Created	
Created By	Vicky Edwards
Modified	
Modified By	

Commissioners Court - Regular Session **57.**

Meeting Date: 05/13/2025

KC Engineering 21RFSQ14 WA6 Larkspur Park Blvd

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 6 in the amount of $367,675.00 to expire on March 31, 2026 under Williamson County Contract for Engineering Services between KC Engineering, Inc. and Williamson County dated May 31, 2022 for the Larkspur Park Blvd. Project. Funding source: P706.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

KC Engineering 21RFSQ14 WA6 Larkspur Park Blvd

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	05/06/2025 12:49 PM
County Judge Exec Asst.	Andrea Schiele	05/06/2025 05:46 PM
Form Started By: Vicky Edwards		Started On: 05/02/2025 03:20 PM
Final Approval Date: 05/06/2025		

WORK AUTHORIZATION NO. 6

PROJECT: Engineering Design Services for the Larkspur Park Blvd. Project

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **May 31, 2022** 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 "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 **$367,675.00.**

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **March 31, 2026**. 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:
K.C. Engineering, Inc.	Williamson County, Texas
By: Greg Haley, P.E.	By:
Signature	Signature
Greg Haley, P.E.	Steven Snell
Printed Name	Printed Name
President	County Judge
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by 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.
- Geotechnical Investigations; data and reports.
- ROW Documents, Drainage Reports, and Subdivision Plans.
- 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: Larkspur Park Blvd.

Task 1: Project Management

Attend Progress Review Meetings with County Road and Bridge Department at 50%, 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 on scroll plot (1" = 20' H, 1" = 2' V) showing roadway horizontal and vertical geometry and proposed typical sections. 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 for roadway culverts, 5-yr for storm sewer system, and 10-yr for sideroads and driveways.

Task 4: Geotechnical Investigations

To be provided by the County

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 and size storm sewer system.

Plan Sheets:

- Title Sheet
- Index of Sheets
- Estimate of Quantities Summary
- Project Layout

- Typical Sections
- Horizontal Alignment Data
- Roadway Drainage Area Map
- Ditch Drainage Area Map
- Storm Sewer Drainage Areas
- Ditch Drainage Areas
- Storm Sewer Plan and Profile
- Cross Section at Culvert Sites
- H & H Summaries
- Miscellaneous Drainage Details
- Existing Conditions and Removal Plan
- Erosion Control Plan
- Sequence of Construction
- Traffic Control Plan
- Driveway Details
- Driveway Summary
- Intersection Layouts
- Roadway Plan and 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.

Deliverables:

50% Submittal:

- PDFs of 11" x 17" Plan Sheets
- Specifications
- Estimate of Construction Cost
- General Notes
- Engineer's Internal QA/QC marked up set

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. 6

Task No.	Task Name	Duration	Time	Start	Finish
1	WA #6 - Notice to Proceed	0	Days	5/14/2025	5/14/2025
2	Survey (by others)	0	Days	5/14/2025	5/14/2025
3	Design	60	Days	5/14/2025	7/13/2025
4	50% PS&E	5	Days	7/13/2025	7/18/2025
5	QA/QC	2	Days	7/18/2025	7/20/2025
6	Submit 50% PS&E	0	Days	7/20/2025	7/20/2025
7	County Review	5	Days	7/20/2025	7/25/2025
8	90% PS&E	45	Days	7/25/2025	9/8/2025
9	QA/QC	2	Days	9/8/2025	9/10/2025
10	Submit 90% PS&E	0	Days	9/10/2025	9/10/2025
11	County Review	5	Days	9/10/2025	9/15/2025
12	Final PS&E	5	Days	9/15/2025	9/20/2025
13	Address 90% comments	2	Days	9/20/2025	9/22/2025
14	Final Quantities	1	Days	9/22/2025	9/23/2025
15	Final Estimate	2	Days	9/23/2025	9/25/2025
16	Assemble Final PS&E	2	Days	9/25/2025	9/27/2025
17	Submit Final PS&E	0	Days	9/27/2025	9/27/2025
18	County Review	5	Days	9/27/2025	10/2/2025
19	Submit Signed and Sealed PS&E	0	Days	10/2/2025	10/2/2025
20	Bid Advertisement	35	Days	10/2/2025	11/6/2025
21	Letting	1	Days	11/6/2025	11/7/2025
22	Award and Bonds	30	Days	11/7/2025	12/7/2025
23	Construction	60	Days	12/7/2025	2/5/2026
24	Complete Project	2	Days	2/5/2026	2/7/2026

ATTACHMENT D - FEE SCHEDULE
WORK AUTHORIZATION NO. 6
LARKSPUR PARK BLVD

		K.C. ENGINEERING, INC.									
TASK NO.	TASK DESCRIPTION	PRINCIPAL ENGINEER	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	ENGINEER-IN-TRAINING	ENGINEERING ASSISTANT	CAD TECHNICIAN	CLERICAL	TOTAL
	Labor Rates	250.00	215.00	200.00	195.00	165.00	125.00	110.00	95.00	80.00	
1	**PS&E Development**										
1.1	**Roadway Design**										
1.1.1	Establish Horizontal Alignment	1			8	24					$ 5,770.00
1.1.2	Establish Vertical Alignment	1			6	16					$ 4,060.00
1.1.3	Site Visits				2	2					$ 720.00
1.1.4	Alignment & Superelevation Table				2	4	2				$ 1,300.00
1.1.5	Roadway Cross Sections	1			8	24	20				$ 8,270.00
1.1.6	Earthwork Calculations	1			6	8	12				$ 4,240.00
1.1.7	Roadway Plan Profile Sheets	1			16	80	40				$ 21,570.00
1.1.8	Driveway Profiles / Details / Summaries				2	8	12				$ 3,210.00
1.1.9	Side Road Profiles / Details / Summaries				2	12	16				$ 4,370.00
1.1.10	Miscellaneous Roadway Details				2	8	4				$ 2,210.00
1.1.11	Alignment Data				2	6	2				$ 1,630.00
1.1.12	Sequence of Construction	1			24	32	24				$ 13,210.00
1.1.13	Intersection Layouts	1			12	32	12				$ 9,370.00
1.1.14	Project Layout	1			2	12	16				$ 4,620.00
1.1.15	Title Sheet	1			1	2	6				$ 1,525.00
1.1.16	Survey Data				2	8					$ 1,710.00
1.1.17	Roadway Typical Sectons	1			4	12	12				$ 4,510.00
1.1.18	Index of Sheets				1	2	2				$ 775.00
1.1.19	Summary of Roadway Quantities	1			4	16	8				$ 4,670.00
1.1.20	Construction Estimate	1			4	12	4				$ 3,510.00
1.1.21	Assemble Applicable Standards				1	2	2				$ 775.00
	Task 2.1 Total	**12**	**0**	**0**	**111**	**322**	**194**	**0**	**0**	**0**	**$ 102,025.00**
1.2	**Hydrology & Hydraulics**										
1.2.1	Drainage Area Mapping (Roadway & Driveway)	1			8	40	24				$ 11,410.00
1.2.2	Roadway Hydrology	1			8	60	24				$ 14,710.00
1.2.3	Roadway Hydraulics	1			8	40	12				$ 9,910.00
1.2.4	Roadway Culvert Sizing	1			8	16	6				$ 5,200.00
1.2.5	Roadway H&H Summary Sheet & Tables	1			1	8	6				$ 2,515.00
1.2.6	Driveway Hydrology	1			4	16	12				$ 5,170.00
1.2.7	Driveway Hydraulics	1			2	8	10				$ 3,210.00
1.2.8	Driveway Culvert Sizing	1			2	12	8				$ 3,620.00
1.2.9	Driveway H&H Summary Sheet & Tables	1			2	6	8				$ 2,630.00
1.2.10	Storm Sewer Hydrology	1			8	40	20				$ 10,910.00
1.2.11	Storm Sewer Hydraulics	1			8	32	24				$ 10,090.00
1.2.12	Storm Sewer Inlet Sizing	1			8	36	24				$ 10,750.00
1.2.13	Storm Sewer Trunk Line Sizing	1			8	24	16				$ 7,770.00
1.2.14	Storm Sewer Plan & Profile	1			8	40	24				$ 11,410.00
1.2.15	Storm Sewer H&H Summary Sheet & Tables	1			4	8	16				$ 4,350.00
1.2.16	Culvert Layouts & Culvert Details	1			4	24	16				$ 6,990.00
1.2.17	Miscellaneous Drainage Details				4	16	24				$ 6,420.00
1.2.18	Summary of Drainage Quantities				2	8	14				$ 3,460.00
1.2.19	Assemble Applicable Standards				1	4	2				$ 1,105.00
	Task 2.2 Total	**16**	**0**	**0**	**98**	**438**	**290**	**0**	**0**	**0**	**$ 131,630.00**
1.3	**Signing & Pavement Marking**										
1.3.1	Sign Layouts	1			4	12	8				$ 4,010.00
1.3.2	Pavement Marking Layouts	1			8	24	8				$ 6,770.00
1.3.3	Pavement Marking Details	1			1	6	4				$ 1,935.00
1.3.4	Summary of Pavement Markings	1			1	4	4				$ 1,605.00
1.3.5	Small Sign Summary	1			1	6	4				$ 1,935.00
1.3.6	Assemble Applicable Standards				1	2	2				$ 775.00
	Task 2.3 Total	**5**	**0**	**0**	**16**	**54**	**30**	**0**	**0**	**0**	**$ 17,030.00**
1.4	**Traffic Control Plans / SW3P**										
1.4.1	Traffic Control Layouts	1			24	48	12				$ 14,350.00
1.4.2	Traffic Control Typical Sections	1			4	8	12				$ 3,850.00

ATTACHMENT D - FEE SCHEDULE
WORK AUTHORIZATION NO. 6
LARKSPUR PARK BLVD

		K.C. ENGINEERING, INC.									
TASK NO.	TASK DESCRIPTION	PRINCIPAL ENGINEER	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	ENGINEER-IN-TRAINING	ENGINEERING ASSISTANT	CAD TECHNICIAN	CLERICAL	TOTAL
	Labor Rates	250.00	215.00	200.00	195.00	165.00	125.00	110.00	95.00	80.00	
1.4.3	Intersection Design	1			2	16	6				$ 4,030.00
1.4.4	Driveway Design	1			4	24	16				$ 6,990.00
1.4.5	Storm Water Pollution Prevention Plan (SW3P)	1			2	6	2				$ 1,880.00
1.4.7	Erosion Control Plan	1			2	40	32				$ 11,240.00
1.4.8	Miscellaneous TCP and Erosion Details	1			1	4	2				$ 1,355.00
1.4.9	Assemble Applicable Standards				1	1	2				$ 610.00
	Task 2.4 Total	**7**	**0**	**0**	**40**	**147**	**84**	**0**	**0**	**0**	**$ 44,305.00**
1.5	**PS&E Documents**										
1.5.1	Summary of Quantities	1			2	16	12				$ 4,780.00
1.5.2	Basis of Estimate	1			2	8	2				$ 2,210.00
1.5.3	Construction Cost Estimate	1			4	16	8				$ 4,670.00
1.5.4	Construction Duration Estimate	1			4	6	2				$ 2,270.00
1.5.5	General Notes & Specifications	1			4	8	2				$ 2,600.00
1.5.6	Supporting Contract Documentation	1			4	8	2				$ 2,600.00
	Task 2.5 Total	**6**	**0**	**0**	**20**	**62**	**28**	**0**	**0**	**0**	**$ 19,130.00**
1.6	**Project Management**										
1.6.1	Project Administration	40			10					14	$ 13,070.00
1.6.2	Maintain Project Records	10			40					6	$ 10,780.00
1.6.3	Periodic Progress Meetings (County)	2			24						$ 5,180.00
1.6.4	Periodic Progress Meetings (Subconsultants)										$ -
1.6.5	QA/QC	8			16	24	8			4	$ 10,400.00
1.6.6	Invoice Preparation	6								12	$ 2,460.00
1.6.7	Progress Reports	6								12	$ 2,460.00
1.6.8	Plans Preparation for Submittal	8			12	16	8			8	$ 8,620.00
	Task 2.6 Total	**80**	**0**	**0**	**102**	**40**	**16**	**0**	**0**	**56**	**$ 52,970.00**
	Task 1 - PS&E Total	**126**	**0**		**387**	**1063**	**642**	**0**	**0**	**56**	**$ 367,090.00**
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**	**0**	**0**	**3**	**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**	**$ -**
	Total Tasks 1, 2, & 3	**126**	**0**		**390**	**1063**	**642**	**0**	**0**	**56**	**$ 367,675.00**

Commissioners Court - Regular Session **58.**

Meeting Date: 05/13/2025

Consent and Development Agreement for Rivina MUD of Williamson County

Submitted For: Adam Boatright **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a Consent and Development Agreement between Williamson County, GRBK Edgewood LLC and the proposed Rivina Municipal Utility District of Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Consent and Development Agreement – Rivina MUD of Williamson Co

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/08/2025 10:47 AM
Form Started By: Adam Boatright		Started On: 05/08/2025 08:49 AM
Final Approval Date: 05/08/2025		

CONSENT AND DEVELOPMENT AGREEMENT

AMONG

WILLIAMSON COUNTY, TEXAS;

GRBK EDGEWOOD LLC;

AND

RIVINA MUNICIPAL UTILITY DISTRICT OF WILLIAMSON COUNTY, TEXAS

CONSENT AND DEVELOPMENT AGREEMENT

This **CONSENT AND DEVELOPMENT AGREEMENT** (this "*Agreement*") is by **Williamson County, Texas**, a Texas political subdivision (the "*County*"), and **GRBK Edgewood LLC** (the "*Owner*"). Subsequent to its creation, **Rivina Municipal Utility District of Williamson County, Texas**, a proposed municipal utility district to be created pursuant to Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Texas Water Code as contemplated by this Agreement (the "*District*"), will become a party to this Agreement. The County, the Developer and the District are sometimes referred to individually herein as a "*Party*" and collectively as the "*Parties*".

RECITALS

WHEREAS, the Owner has approximately 335.9 acres of land located within the boundaries of the City of Georgetown's extraterritorial jurisdiction and the County (the "*Land*"); and

WHEREAS, the Land is more particularly described by metes and bounds and map depiction on the attached **Exhibit A**; and

WHEREAS, the Owner intends that the Land will be developed in phases as a master-planned, residential community that will include park and recreational facilities to serve the Land; and

WHEREAS, the Owner and the County wish to enter into this Agreement to encourage innovative and comprehensive master-planning of the Land, provide certainty of regulatory requirements throughout the term of this Agreement, and result in a high-quality development for the benefit of the present and future residents of the County and the Land; and

WHEREAS, the Owner has proposed to create the District over the Land pursuant an application to be filed with the Texas Commission on Environmental Quality (the "TCEQ"); and

WHEREAS, the purposes of the proposed District include designing, constructing, acquiring, installing, and financing, water, wastewater, and drainage utilities, roads and improvements in aid of roads, park and recreational facilities, and other public improvements as authorized by the Texas Constitution and Texas Water Code to serve the area within the District (collectively, the "*District Improvements*"); and

WHEREAS, HK Ragsdale, LLC ("HK Ragsdale") the Owner's predecessor in interest to the Land has entered into a Consent Agreement dated May 28, 2024 with the City of Georgetown, Texas, ("Consent Agreement") to set out the mutually agreeable terms and conditions relating to the creation and operation of the District, development of the Land, and provisions of water and wastewater service to customers on the Land and which requires prior written approval of the City Manager for HK Ragsdale or Owner as its Authorized Assignee to enter into any Interlocal Agreements permitted by the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as amended; and

WHEREAS, HK Ragsdale has assigned the Consent Agreement to Owner; and

WHEREAS, construction of the District Improvements will occur in phases, as determined by the District and the Owner, and in accordance with this Agreement; the terms of the Consent Agreement; the applicable regulations of the County; Chapters 49 and 54, Texas Water Code, as amended; the rules and regulations of the TCEQ, as amended; and applicable state and federal regulations (collectively, the "*Applicable Regulations*"); and

WHEREAS, subject to prior consent from the City, the District is authorized to enter into this Agreement pursuant to the provisions of Texas law, including but not limited to, Chapters 49 and 54, Texas Water Code, as amended; and Chapter 791, Texas Government Code, as amended; and

WHEREAS, the County is a political subdivision of the State of Texas and the County has the authority to enter into this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the Parties contract as follows:

ARTICLE I
DEFINITIONS

Section 1.01. Definitions. In addition to the terms defined elsewhere in this Agreement or in the County's regulations, the following terms and phrases used in this Agreement will have the meanings set out below:

Applicable Rules means the Governing Regulations as defined in the Consent Agreement, and the applicable County's rules and regulations in effect as of the date of County's execution of this Agreement, including the County's Long Range Transportation Plan ("LRTP"), as amended by: (i) any amendments authorized by Chapter 245, Texas Local Government Code; (ii) any amendments, approvals, variances, waivers, and exceptions to such rules that are approved by the County; (iii) any applicable interlocal agreement to which the County is a party; (iv) the Consent Agreement and (v) any additional restrictions or regulations agreed to by Owner in writing.

Agreement means this Consent and Development Agreement.

Commission or TCEQ means the Texas Commission on Environmental Quality or its successor agency.

County means Williamson County, Texas.

Consent Agreement means that certain Consent Agreement by and between the City of Georgetown, Texas and HK Ragsdale, LLC and which the District will join upon its creation.

District means the Municipal Utility District identified herein-above, a political subdivision of the State of Texas to be created over the Land.

District Improvements means the water, wastewater, and drainage utilities, roads and improvements in aid of roads, park and recreational facilities, and other public improvements, as authorized by the Texas Constitution and Texas Water Code, to serve the District.

Land means approximately 335.9 acres of land located in Williamson County, Texas, as described by metes and bounds on **Exhibit A**.

LRTP means the Williamson County Long Range Transportation Plan as adopted and as may be amended by the Williamson County Commissioners Court.

Owner means the owner of the Land, identified herein-above, its company or its successors and assigns under this Agreement.

Provisional Acceptance means the County accepting a roadway after the completion of construction and approval by the County for traffic operations only, but not for maintenance.

Reimbursement Agreement means any agreement between Developer and District for the reimbursement of eligible costs associated with the construction of any works, improvements, facilities, plants, equipment and appliances necessary to accomplish any purpose or function permitted by the District.

Road Projects means any road projects or improvements in aid of such road projects that the District is authorized to undertake pursuant to Article III, Section 52, Article XVI, Section 59 of the Texas Constitution, as amended, or Chapters 49 and 54, Texas Water Code, as amended, or otherwise pursuant to any authority granted to the District by special act of the Texas Legislature or by Texas law.

Subdivision Roads means all roads within the Land, regardless of size or functional classification, that are not identified as LRTP Arterials or Corridor Projects within the LRTP. Subdivision Roads include, but are not limited to the pavement structure (including but not limited to HMA or concrete surface, base material, subgrade material, geogrid, pavement striping, curbs, gutters, and shoulders), any stormwater conveyance devices (including but not limited to culverts, ditches, channels, storm drains, and inlets), structural components (including but not limited to bridges, bridge-class culverts, and retaining walls), water quality and detention devices, vegetation control, and any improvements in aid of roads.

ARTICLE II
CREATION OF DISTRICT AND EXECUTION OF AGREEMENTS

Section 2.01. Creation of District. The County acknowledges receipt of notice of the Owner's request to the TCEQ for creation of the District over the Land. The County agrees that this Agreement will constitute and evidence the County's non-opposition to the creation of the District and that no further action will be required on the part of the County related to the creation of the District. Within 10 business days after the County's execution of this Agreement, the County shall withdraw any pending request for a contested case hearing and withdraw as a party from the TCEQ proceeding captioned

Petition by GRBK Edgewood LLC., a Texas limited liability company for the creation of Rivina Municipal Utility District of Williamson County TCEQ Docket No. D-02032025-003 ("TCEQ Proceeding"). Failure of the County to withdraw any pending request from the TCEQ Proceeding in accordance with this paragraph renders this Agreement null and of no further force or effect.

Section 2.02. District Execution of Agreement. The Owner shall cause the District's Board of Directors to approve, execute, and deliver to the County this Agreement within thirty (30) days after the date the District's Board of Directors holds its organizational meeting.

ARTICLE III
ROADWAY IMPROVEMENTS

Section 3.01. Right of Way Dedications.

(a) LRTP Corridor Project Dedication. The County has adopted a LRTP which provides for the planning and future construction of certain road corridors within the County ("Corridor Project"). The Owner, or an affiliated entity under common control of the Owner will convey, or cause to be conveyed, by special warranty deed, in fee simple and free and clear of all liens and encumbrances, to County, at no cost to the County, 100% of the right-of-way owned by Owner, or an affiliated entity under common control of the Owner required for any roads which are shown within and/or adjacent to the boundaries of the Land as Corridor Projects in the LRTP, as depicted in **Exhibit B,** within the earlier of thirty (30) days after the final alignment for any Corridor Project is set; or, in the case that a final alignment for any Corridor Project has not been set, prior to the approval of any preliminary plat containing any Corridor Project within or adjacent to the Land. To the extent the right-of-way dedication is needed on land that is outside the boundaries of the Land and is that is not otherwise owned by Owner, or any affiliated entity under common control of Owner, the County shall be responsible for acquiring said right-of-way.

(b) LRTP Arterial(s) Dedication. The Owner, or an affiliated entity under common control of Owner will dedicate to the County, in fee simple and free and clear of all liens and encumbrances, at no cost to the County, through plat or otherwise, as determined by the County, 100% of the right-of-way owned by the Owner, or an affiliated entity under common control of Owner required for any roads which are shown within and/ or adjacent to the boundaries of the Land as arterial roadways in the LRTP ("LRTP Arterial(s)"), as depicted in **Exhibit B**. To the extent the right-of-way dedication is needed on land that is outside the boundaries of the Land and is not owned by Owner, or an affiliated entity under common control of Owner, the County shall be responsible for acquiring said right-of-way.

(c) Right of Way Reimbursements. The Owner reserves the right to seek reimbursement for any such right-of-way dedications from the District in accordance with the laws of the State of Texas. The Parties acknowledge that the final location of any Corridor Project and/or LRTP Arterial(s) right-of-way may be subject to minor changes from those shown on **Exhibit B**, subject to approval by Owner which will not be unreasonably withheld. Owner shall have no obligation to convey any lands to the County

not located within or adjacent to the Land.

Section 3.02. Road Construction. Except in cases when the Owner or District constructs a portion of a Corridor Project to serve the District pursuant to the Applicable Rules, the County agrees that it or another governmental entity, not including the District, will be responsible for the design and construction of any Corridor Project and paying the cost for same. The actual construction date of any Corridor Project is at this time undetermined and dependent upon the success of future County or City road bond elections. The construction of all Subdivision Roads shall be the responsibility of the Owner or the District and shall be constructed pursuant to the then existing Williamson County Subdivision Regulations and any other Applicable Rules. The Owner shall be entitled to reimbursement for expenses of such Subdivision Roads from the District, as allowed by the laws of the State of Texas.

Section 3.03. Road Maintenance. The County will not ever accept the Subdivision Roads for maintenance and the Owner, Developer and District acknowledge and agree that the District shall be solely responsible for all maintenance, repair and/or reconstruction of Subdivision Roads, including paying the cost for same, and, except for traffic operations, the County shall not be responsible those items. The Owner hereby acknowledges and agrees that it shall cause the District creation to include the powers and authority necessary to maintain, repair and or reconstruct such Subdivision Roads. The District shall not be responsible for maintenance of any roads other than Subdivision Roads.

ARTICLE IV
DEVELOPMENT OF LAND

Section 4.01. Uniform and Continued Development. The Parties intend that this Agreement provides for the uniform review and approval of plats and development plans for the Land; and provide other terms and consideration. Accordingly, the portion of the Land within the County will be developed and the infrastructure required for such portion of the Land will be designed and constructed in accordance with the Applicable Rules, and this Agreement. Subject to the terms and conditions of this Agreement, the County confirms and agrees that the Owner has vested authority to develop the portion of the Land located in the County in accordance with the Applicable Rules in effect as of the date of the County's execution of this Agreement. Applicable Rules or changes or modifications to the Applicable Rules adopted after the date of County's execution of this Agreement will only be applicable to the extent permitted by Chapter 245, Texas Local Government Code. If there is any conflict between the Applicable Rules and the terms of this Agreement, the terms of this Agreement will control.

Section 4.02. Additional Land. Any land located in Williamson County, Texas that is added to the District in addition to the Land described in **Exhibit A**, whether by annexation or any other means, shall be considered part of the Land and subject to the terms and conditions of this Agreement; provided, however, such additional land shall be excepted from the vesting rights set out in Section 4.02 and shall be developed in accordance the Applicable Rules in effect on the date a complete plat application or

development permit is filed with the County or City for the specific portion of the additional land that is sought to be developed.

Section 4.03. Manufactured Home for District Elections. One (1) HUD-certified manufactured home may be located within the Land solely for the purpose of providing qualified voters within the District for the District's confirmation, director, and bond elections. The manufactured home permitted by this Agreement will not require any permit or other approval by the County and will be promptly removed when no longer needed.

ARTICLE V
TERM, ASSIGNMENT, AND REMEDIES

Section 5.01. Term. The term of this Agreement shall commence following the County's and Owner's execution hereinbelow and shall continue until the District is dissolved in accordance with the laws of the State of Texas or until this Agreement terminates by its terms, whichever is sooner.

Section 5.02. Termination and Amendment by Agreement. This Agreement may be terminated or amended as to all of the Land at any time by mutual written consent of the County, the Owner, and following creation of the District, the District. This Agreement may be terminated or amended only as to a portion of the Land at any time by the mutual written consent of the County, the owner of the portion of the Land affected by the amendment or termination and, following creation of the District, the District. After full-build out of the Land and issuance of all bonds by the District for reimbursement of Owner's eligible costs, this Agreement may be terminated or amended at any time by the mutual written consent of the County and the District.

Section 5.03. Assignment.

(a) This Agreement, and the rights of the Owner and Developer hereunder, may be assigned by the Owner, with the County's written consent which will not be unreasonably withheld, as to all or any portion of the Land. Any assignment will be in writing, specifically set forth the assigned rights and obligations, be executed by the proposed assignee, and be delivered to the County. Notwithstanding the foregoing, Owner shall have the right to assign the Agreement, in whole or in part, to any affiliated entity under common control of the Owner without the County's written consent; provided, however, that the Owner shall provide the County written notice of the assignment to the affiliated entity under common control.

(b) The terms of this Agreement will run with the Land and will be binding upon the Owner and its permitted assigns, and shall survive judicial or non-judicial foreclosure, for so long as this Agreement remains in effect.

(c) This Agreement is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully subdivided, developed, and improved lot within the Land.

Section 5.04. Remedies.

(a) If the County defaults under this Agreement, the Owner or the District may give notice setting forth the event of default ("*Notice*") to the County. If the County fails to cure any default that can be cured by the payment of money ("*Monetary Default*") within forty-five (45) days from the date the County receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within forty-five (45) days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the Owner or the District may enforce this Agreement by a writ of mandamus from a Williamson County District Court or terminate this Agreement.

(b) If the Owner or the District defaults under this Agreement, the County may give Notice to the defaulting party. If the Owner or the District fails to cure any Monetary Default within forty-five (45) days from the date it receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within forty-five (45) days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the County may enforce this Agreement by injunctive relief against the defaulting party from a Williamson County District Court or terminate this Agreement. If Owner fails to cause the District's Board of Directors to approve, execute, and deliver to the County this Agreement as required by Section 2.02 of this Agreement, the County shall have the right to enjoin Owner from executing any Reimbursement Agreements with the District and collecting reimbursements from the District for Owner's eligible costs.

(c) If any Party defaults, the prevailing Party in the dispute will be entitled to recover its reasonable attorney's fees, expenses, and court costs from the non-prevailing Party.

ARTICLE VI
MISCELLANEOUS PROVISIONS

Section 6.01. Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid; or (iii) by personally delivering it to the Party, or any agent of the Party listed in this Agreement. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received. For purposed of notice, the addresses of the Parties will, until changed as provided below, be as follows:

County: Williamson County
Attn: County Judge
710 Main Street, Ste. 101
Georgetown, Texas 78628

District: At the address set forth under District's execution below

Owner(s): At the address set forth under Owner's execution below

With Copy to:

GRBK Edgewood LLC
Attn: Austin Evetts
9430 Research Blvd.
Echelon Bldg. IV. Suite 180
Austin, TX 78759
Telephone No.: (512)694-5303
Email:aevetts@greenbrickpartners.com

The Parties may change their respective addresses to any other address within the United States of America by giving at least five days' written notice to the other party.

Section 6.02. Severability. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Section 6.03. Waiver. Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 6.04. Applicable Law and Venue. The interpretation, performance, enforcement, and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Williamson County, Texas.

Section 6.05. Entire Agreement. This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement supersedes all other agreements between the Parties concerning the subject matter.

Section 6.06. Exhibits, Headings, Construction, and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may

include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

Section 6.07. Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

Section 6.08. Authority for Execution. The County certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with state law. The Owner and District hereby certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with the constituent documents of each person or entity executing on behalf of the Owner and District.

Section 6.09 Force Majeure. If, by reason of force majeure, any Party is rendered unable, in whole or in part, to carry out its obligations under this Agreement, the Party whose performance is so affected must give notice and the full particulars of such force majeure to the other Parties within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the Party giving such notice, will, to the extent it is affected by such force majeure, be suspended during the continuance of the inability but for no longer period. The Party claiming force majeure must endeavor to remove or overcome such inability with all reasonable dispatch. The term "*force majeure*" means Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, or of any court or agency of competent jurisdiction or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, vandalism, explosions, breakage or accidents to machinery, pipelines or canals, or inability on the part of a Party to perform due to any other causes not reasonably within the control of the Party claiming such inability.

Section 6.10. Interpretation. As used in this Agreement, the term "including" means "including without limitation" and the term "days" means calendar days, not business days. Wherever required by the context, the singular shall include the plural, and the plural shall include the singular. Each defined term herein may be used in its singular or plural form whether or not so defined.

Section 6.11. No Third-Party Beneficiary. This Agreement is solely for the benefit of the Parties, and neither the County, the District, nor the Owner intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon

anyone other than the County, the District, and the Owner (and any permitted assignee of the Owner).

Section 6.12. Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A - Metes and Bounds Description and Map of the Land

Exhibit B - LRTP Corridor Project and/or Arterial Locations

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below.

(Signatures on the following pages.)

WILLIAMSON COUNTY, TEXAS
(COUNTY)

By:_____

Name: _____

Title: As Presiding Officer of the Williamson County Commissioners Court

Date:_____

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 20___, by _____, as Presiding Officer of the Williamson County Commissioners Court, on behalf of said County.

_____
Notary Public Signature

(Seal)

OWNER:

GRBK Edgewood LLC

By: _____

Name: Austin Evetts

Its: Authorized Signer

Date: 5/7/25

Address for Notice:

GRBK Edgewood LLC
Attn: Austin Evetts
9430 Research Blvd.
Echelon Bldg. IV. Suite 180
Austin, TX 78759

THE STATE OF Texas §
§
COUNTY OF Travis §

This instrument was acknowledged before me on the 7 day of May, 2025, by Austin Evetts, as Authorized Signer of GRBK Edgewood LLC, on behalf of Owner.

Jared Collin Jehl
My Commission Expires
1/28/2029
Notary ID135232156

_____
(SEAL) Notary Public Signature

RIVINA MUNICIPAL UTILITY
DISTRICT OF WILLIAMSON COUNTY

By:_____

Name:_____

Title:_____

Date:_____

Address for Notice:

_____
Attn: _____
_____
_____, _____ _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

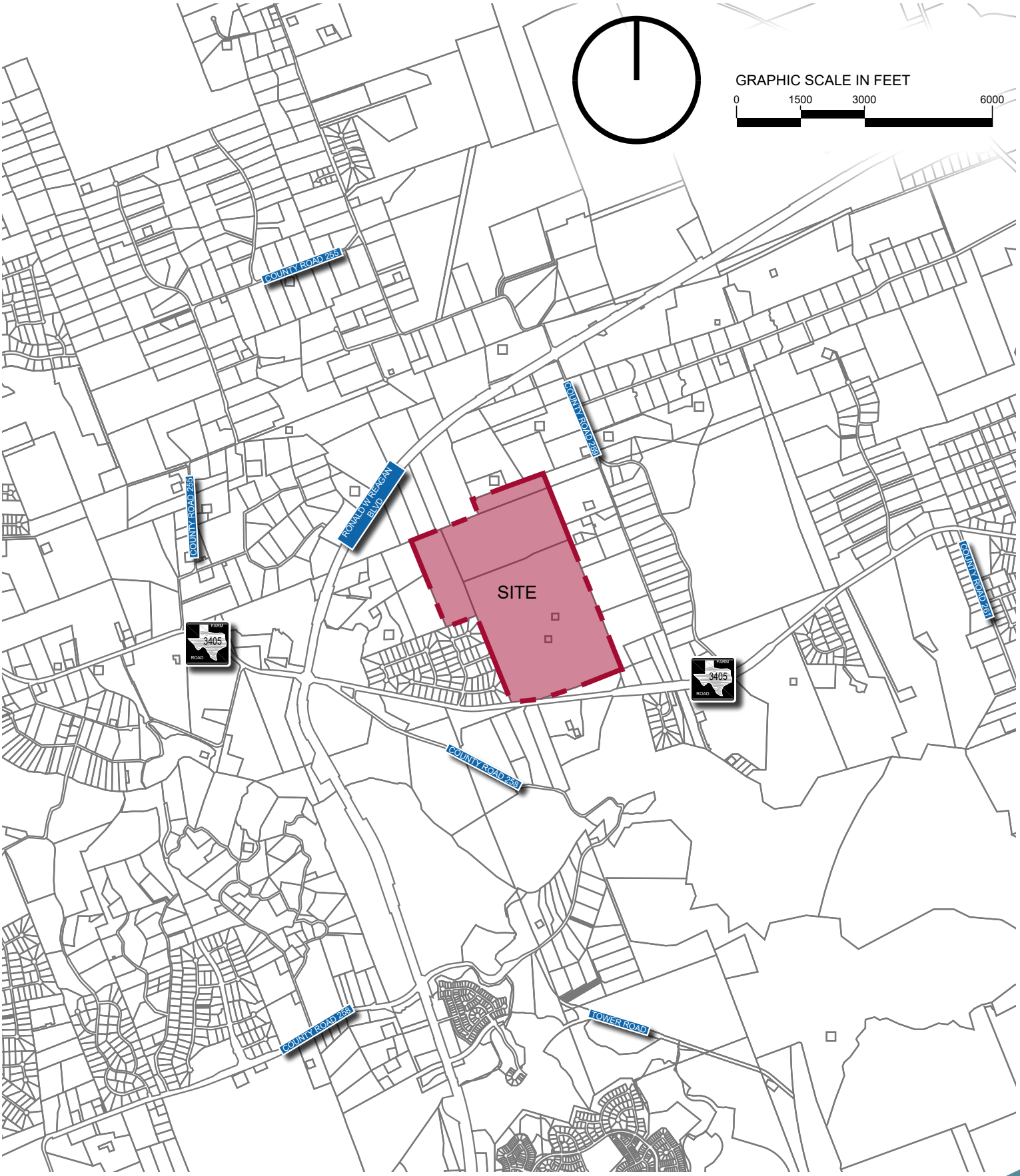
This instrument was acknowledged before me on _____, _____, by _____, President of the Board of Directors of Rivina Municipal Utility District of Williamson County on behalf of said District.

_____
(SEAL) Notary Public Signature

EXHIBIT A

Metes and Bounds Description
and
Map of the Land

[attached]



LOCATION MAP
SCALE: 1" = 3000'

EXHIBIT 1A

RIVINA MUD

30.706983, -97.836147
City of Georgetown ETJ, Williamson County, Texas
October 2024

DWG NAME: K:\CEL_CIVIL\095000700 - RAGSDALE RANCH - GEO\CAD\EXHIBITS\CREATION EXHIBITS\EX-1 LOCATION MAPS.DWG
LAST SAVED: 10/2/2024 5:38 PM

Kimley»Horn
400 North Oklahoma Drive, Suite 105
Celina, TX 75009
469-501-2200
State of Texas Registration No. F-928

NOTES
1. THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.
2. AERIAL IMAGE BY NEARMAP COPYRIGHT 2021

LEGAL DESCRIPTION:
335.9 ACRES

BEING A 335.9 ACRES TRACT OF LAND SITUATED IN THE THEOPHILUS W. MEDCALF SURVEY, ABSTRACT 412, WILLIAMSON COUNTY, TEXAS; AND BEING ALL OF PORTION OF A CALLED 335.84 ACRES TRACT OF LAND DESCRIBED TO GRBK EDGEWOOD LLC, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2024046669 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, (O.P.R.W.C.T.); AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND IN THE NORTHERLY RIGHT-OF-WAY LINE OF FM 3405, A VARIABLE WIDTH RIGHT-OF-WAY (NO RECORDING INFORMATION FOUND), SAME BEING THE SOUTHEAST BOUNDARY LINE OF SAID 335.84 ACRES TRACT, FOR THE WEST CORNER OF A CALLED 10.02 ACRES TRACT OF LAND DESCRIBED TO WILLIAM LUTHER PIERCE AND LISA KAY MUTH, WILLIAM LUTHER PIERCE AND JUDY ANN PIERCE REVOCABLE TRUST, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2011054284, O.P.R.W.C.T.;

THENCE, WITH SAID NORTHERLY RIGHT-OF-WAY LINE OF FM 3405 AND SAID SOUTHEAST BOUNDARY LINE OF THE 335.84 ACRES TRACT, SOUTH 83°23'48" WEST, A DISTANCE OF 696.49 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET, FOR THE SOUTH CORNER OF SAID 335.84 ACRES TRACT, SAME BEING THE EAST CORNER OF BELTORRE SUBDIVISION, A LEGAL SUBDIVISION, AS SHOWN ON PLAT RECORDED UNDER CAB. FF, SLIDE 94-99, O.P.R.W.C.T.;

THENCE, DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE OF FM 3405, WITH THE SOUTHWEST BOUNDARY LINE OF SAID 335.84 ACRES TRACT, SAME BEING THE NORTHEAST BOUNDARY LINE OF SAID BELTORRE SUBDIVISION, NORTH 22°00'29" WEST, A DISTANCE OF 2,195.21 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED “SENDERO” FOUND, FOR THE NORTH CORNER OF SAID BELTORRE SUBDIVISION;

THENCE, CONTINUING WITH SAID SOUTHWEST BOUNDARY LINE OF THE 335.84 ACRES TRACT, SAME BEING THE NORTHWEST BOUNDARY LINE OF SAID BELTORRE SUBDIVISION, SOUTH 69°05'13" WEST, A DISTANCE OF 758.17 FEET TO A 1/2-INCH IRON ROD WITH RED PLASTIC CAP (ILLEGIBLE) FOUND, FOR THE EAST CORNER OF A CALLED 29.986 ACRES TRACT OF LAND DESCRIBED TO JHJ-BELTORRE DEVELOPMENT, INC., AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2023057245, O.P.R.W.C.T.; IN THE SOUTHWEST BOUNDARY LINE OF SAID 335.84 ACRES TRACT AND SAID NORTHWEST BOUNDARY LINE OF SAID BELTORRE SUBDIVISION;

THENCE, DEPARTING SAID NORTHWEST BOUNDARY LINE OF SAID BELTORRE SUBDIVISION, CONTINUING WITH SAID SOUTHWEST BOUNDARY LINE OF SAID 335.84 ACRES TRACT, SAME BEING THE NORTHEAST BOUNDARY LINE OF SAID 29.986 ACRES TRACT AND THE NORTHEAST BOUNDARY LINE OF A CALLED 37.68 ACRES TRACT OF LAND DESCRIBED TO DONNA STATION HAND AND ROBERT W. HAND, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2000085561, O.P.R.W.C.T.; NORTH 22°01'40" WEST, A DISTANCE OF 2,185.95 FEET TO 1/2-INCH IRON ROD FOUND, IN THE SOUTHEAST BOUNDARY LINE OF A CALLED 15.00 ACRES TRACT OF LAND DESCRIBED TO SRINIVAS REDDY THODATI AND MADHUMATHI THODATI, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2014100236, O.P.R.W.C.T.; FOR THE WEST CORNER OF SAID 335.84 ACRES TRACT, SAME BEING THE NORTH CORNER OF SAID 37.68 ACRES TRACT;

THENCE, WITH THE NORTHWEST BOUNDARY LINE OF SAID 335.84 ACRES TRACT, SAME BEING THE SOUTHEAST BOUNDARY LINE OF SAID 15.00 ACRES TRACT (2014100236), AND THE SOUTHEAST BOUNDARY LINE OF A CALLED 15.00 ACRES TRACT OF LAND DESCRIBED TO BRAHMANANDA REDDY THODATI AND LAVANYA PULICHINTHALA, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2014100230, O.P.R.W.C.T.; NORTH 67°55'12" EAST, A DISTANCE OF 633.30 FEET TO A CALCULATED POINT, FOR THE EAST CORNER OF SAID 15.00 ACRES TRACT (2014100230), SAME BEING THE SOUTH CORNER OF A CALLED 15.01 ACRES TRACT OF LAND DESCRIBED TO TEXAS MATERIALS GROUP, INC., AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2024052379, O.P.R.W.C.T.; AND FROM WHICH A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED “ALL STAR 5729” FOUND, BEARS NORTH 76°05'47" WEST, A DISTANCE OF 0.54 FEET,

THENCE, CONTINUING WITH THE NORTHWEST BOUNDARY LINE OF SAID 335.84 ACRES TRACT, SAME BEING THE SOUTHEAST BOUNDARY LINE OF SAID 15.01 ACRES TRACT AND THE SOUTHEAST BOUNDARY LINE OF A CALLED 47.80 ACRES TRACT OF LAND DESCRIBED TO KR2VS, LLC, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2019003602, O.P.R.W.C.T.; NORTH 68°31'57" EAST, A DISTANCE OF 1,069.35 FEET TO A 3/8-INCH IRON ROD FOUND, FOR THE EAST CORNER OF SAID 47.80 ACRES TRACT;

THENCE, CONTINUING WITH THE NORTHWEST BOUNDARY LINE OF SAID 335.84 ACRES TRACT, SAME BEING THE NORTHEAST BOUNDARY LINE OF SAID 47.80 ACRES TRACT, NORTH 21°46'00" WEST, A DISTANCE OF 380.09 FEET TO A 5/8-INCH IRON ROD FOUND, IN SAID NORTHEAST BOUNDARY LINE OF THE 47.80 ACRES TRACT, FOR THE SOUTH CORNER OF A CALLED 8.0 ACRES TRACT OF LAND DESCRIBED TO DAVID LOFTIN COOKSEY AND JUDY BETH RAGSDALE COOKSEY, AS SHOWN ON INSTRUMENT RECORDED UNDER VOL. 664, PG. 402, O.P.R.W.C.T.;

SURVEYOR'S NOTES:

BASIS OF BEARINGS IS THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203). ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE VALUES. THE SURFACE ADJUSTMENT FACTOR IS 1.00012. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.



MICHAEL A MONTGOMERY II, R.P.L.S.
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6890

LEGAL DESCRIPTION
335.9 ACRES
BEING A PORTION OF THE
THEOPHILUS W. MEDCALF SURVEY, ABSTRACT 412
WILLIAMSON COUNTY, TEXAS

Kimley»Horn
10814 JOLLYVILLE ROAD, CAMPUS IV
SUITE 200, AUSTIN, TEXAS 78759
TEL. NO. (512) 418-1771
TBPELS FIRM # 10194624
WWW.KIMLEY-HORN.COM

SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
N/A	RPP	MMII	9/10/2024	065000705	1 OF 6

THENCE, CONTINUING WITH THE NORTHWEST BOUNDARY LINE OF SAID 335.84 ACRES TRACT, SAME BEING THE SOUTHEAST BOUNDARY LINE OF SAID 8.0 ACRES TRACT, THE SOUTHEAST BOUNDARY LINE OF A CALLED 39.81 ACRES TRACT OF LAND DESCRIBED TO JUDY BETH RAGSDALE COOKSEY, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2020008514, O.P.R.W.C.T.; AND THE SOUTHEAST BOUNDARY LINE OF A CALLED 18.00 ACRES TRACT OF LAND DESCRIBED TO MARVIN LARKIN RAGSDALE AND KAREN RAGSDALE, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2020033000, O.P.R.W.C.T.; NORTH 70°00'11" EAST, A DISTANCE OF 1,764.77 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED “CUDE” FOUND, IN SAID SOUTHEAST BOUNDARY LINE OF THE 18.00 ACRES TRACT, FOR THE NORTH CORNER OF SAID 335.84 ACRES TRACT, SAME BEING THE WEST CORNER OF A CALLED 37.16 ACRES TRACT OF LAND DESCRIBED TO MONUMENT OAKS DEVELOPERS, LLC, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2021192128, O.P.R.W.C.T.;

THENCE, DEPARTING SAID SOUTHEAST BOUNDARY LINE OF THE 18.00 ACRES TRACT, WITH THE NORTHEAST BOUNDARY LINE OF SAID 335.84 ACRES TRACT, SAME BEING THE SOUTHWEST BOUNDARY LINE OF SAID 37.16 ACRES TRACT, THE SOUTHWEST BOUNDARY LINE OF A CALLED 8.13 ACRES TRACT OF LAND DESCRIBED TO RALPH L & MARILYN M. QUICK, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2003017476, O.P.R.W.C.T.; THE SOUTHWEST BOUNDARY LINE OF A CALLED 8.07 ACRES TRACT OF LAND DESCRIBED TO JOHNNATAN GABRIEL NARVAEZ AND REBECCA CONCEPCION NARVAEZ, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2019073942, O.P.R.W.C.T.; AND THE SOUTHWEST BOUNDARY LINE OF A CALLED 32.27 ACRES TRACT OF LAND DESCRIBED TO KENNETH EUGENE GLASER AND MARJORIE GLASER, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2009089718, O.P.R.W.C.T.; SOUTH 21°53'40" EAST, A DISTANCE OF 3,547.33 FEET TO A CALCULATED POINT, FOR THE SOUTH CORNER OF SAID 37.27 ACRES TRACT (2009089718), SAME BEING THE WEST CORNER OF A CALLED 37.27 ACRES TRACT OF LAND DESCRIBED TO JO ANN GLASSER GRONA, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2002081653, O.P.R.W.C.T.; AND FROM WHICH A 1/2-INCH IRON ROD FOUND, BEARS NORTH 46°04'43" EAST, A DISTANCE OF 0.89 FEET;

THENCE, CONTINUING WITH SAID NORTHEAST BOUNDARY LINE OF THE 335.84 ACRES TRACT, SAME BEING THE WEST BOUNDARY LINE OF SAID 37.27 ACRES TRACT (2002081653), THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. SOUTH 21°59'13" EAST, A DISTANCE OF 923.36 FEET TO A 3/8-INCH IRON ROD FOUND;

2. SOUTH 21°44'47" EAST, A DISTANCE OF 472.56 FEET TO 1-INCH IRON ROD FOUND, FOR THE EAST CORNER OF SAID 335.84 ACRES TRACT;

THENCE, CONTINUING WITH SAID WEST BOUNDARY LINE OF THE 37.27 ACRES TRACT (2002081653), SAME BEING SAID SOUTHEAST BOUNDARY LINE OF THE 335.84 ACRES TRACT, SOUTH 76°22'31" WEST, A DISTANCE OF 64.85 FEET TO A CONCRETE MONUMENT WITH BRASS DISK STAMPED “CORPS OF ENGINEERS US ARMY” FOUND, FOR THE NORTH CORNER OF SAID 10.02 ACRES TRACT;

THENCE, DEPARTING SAID WEST BOUNDARY LINE OF THE 37.27 ACRES TRACT (2002081653), CONTINUING WITH SAID SOUTHEAST BOUNDARY LINE OF THE 335.84 ACRES TRACT, SAME BEING THE NORTHWEST BOUNDARY LINE OF SAID 10.02 ACRES TRACT, SOUTH 69°16'59" WEST, A DISTANCE OF 1,964.44 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 335.9 ACRES OF LAND, MORE OR LESS, IN WILLIAMSON COUNTY, TEXAS. THIS DOCUMENT WAS PREPARED IN THE OFFICE OF KIMLEY-HORN INC. IN AUSTIN, TEXAS.

SURVEYOR'S NOTES:

BASIS OF BEARINGS IS THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203). ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE VALUES. THE SURFACE ADJUSTMENT FACTOR IS 1.00012. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

LEGAL DESCRIPTION

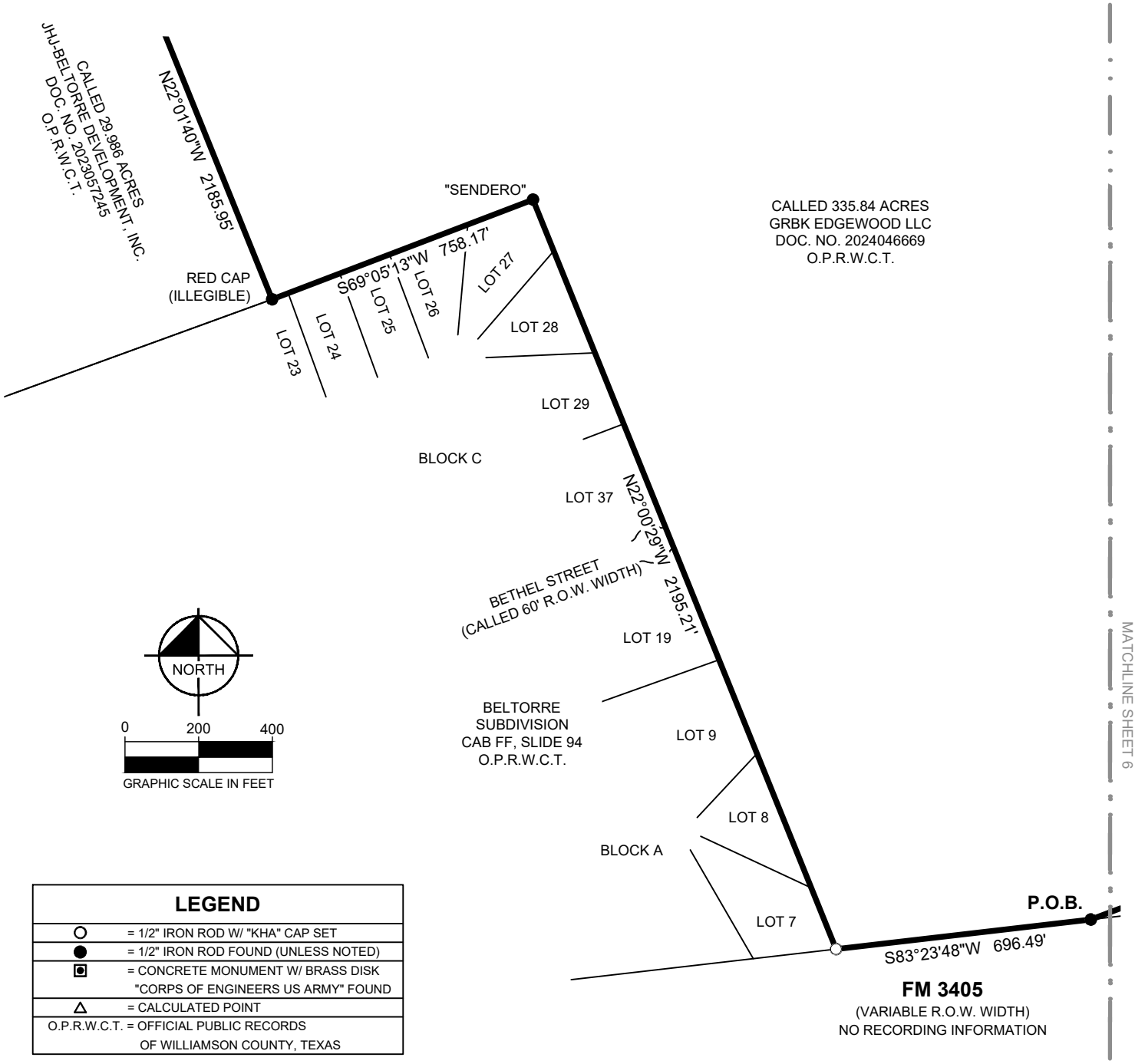
335.9 ACRES

BEING A PORTION OF THE
THEOPHILUS W. MEDCALF SURVEY, ABSTRACT 412
WILLIAMSON COUNTY, TEXAS

Kimley»Horn
10814 JOLLYVILLE ROAD, CAMPUS IV
SUITE 200, AUSTIN, TEXAS 78759
TEL. NO. (512) 418-1771
TBPELS FIRM # 10194624
WWW.KIMLEY-HORN.COM

SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
N/A	RPP	MMII	9/10/2024	065000705	2 OF 6

MATCHLINE SHEET 4



MATCHLINE SHEET 6

LEGEND

○	= 1/2" IRON ROD W/ "KHA" CAP SET
●	= 1/2" IRON ROD FOUND (UNLESS NOTED)
◙	= CONCRETE MONUMENT W/ BRASS DISK "CORPS OF ENGINEERS US ARMY" FOUND
△	= CALCULATED POINT
O.P.R.W.C.T.	= OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

LINE TYPE LEGEND

———	BOUNDARY LINE
———	ADJOINER LINE
— • —	MATCHLINE

BOUNDARY EXHIBIT

335.9 ACRES

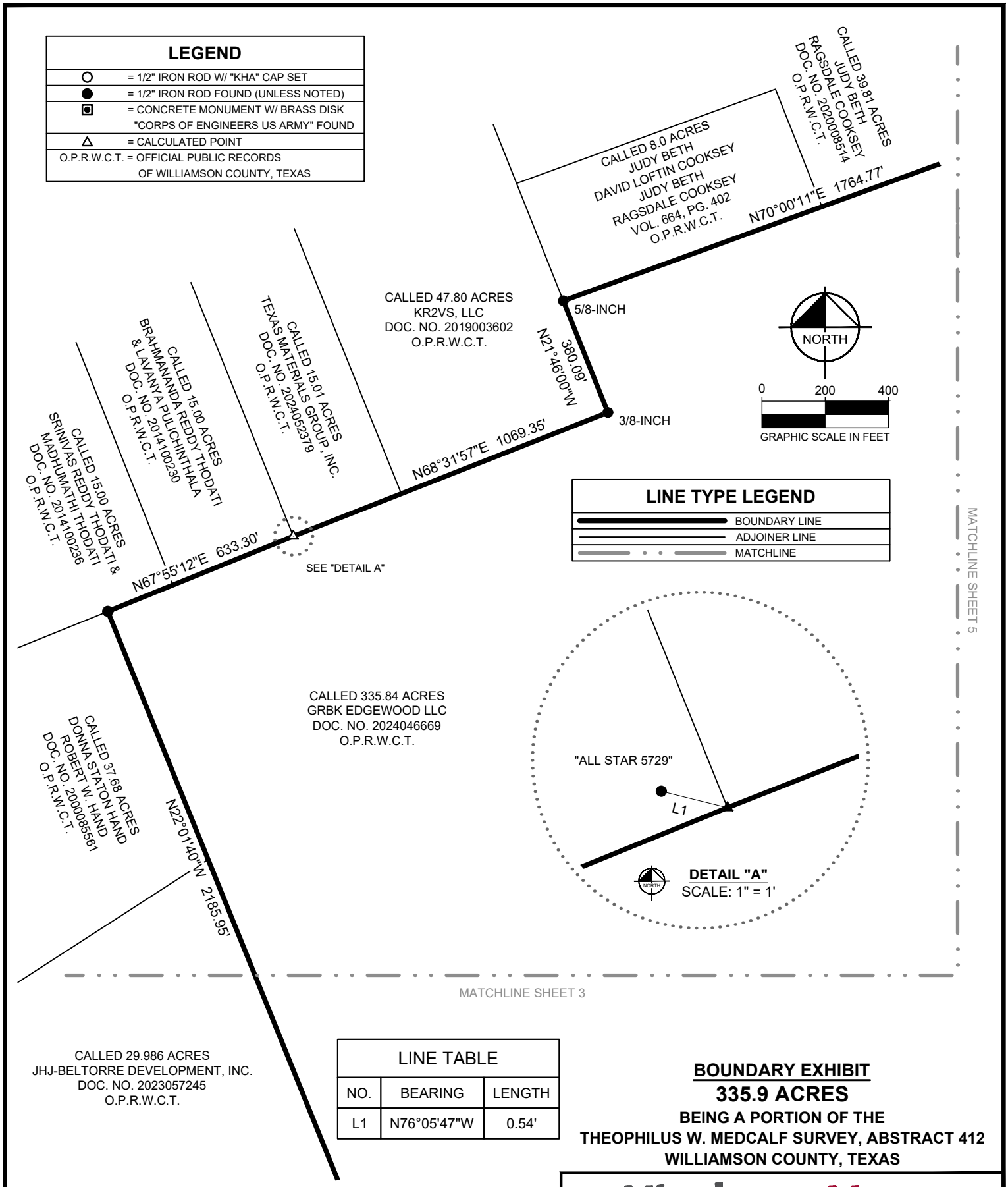
BEING A PORTION OF THE
THEOPHILUS W. MEDCALF SURVEY, ABSTRACT 412
WILLIAMSON COUNTY, TEXAS

SURVEYOR'S NOTES:

BASIS OF BEARINGS IS THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203). ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE VALUES. THE SURFACE ADJUSTMENT FACTOR IS 1.00012. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

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SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
1" = 400'	RPP	MMII	9/10/2024	065000705	3 OF 6



LINE TABLE		
NO.	BEARING	LENGTH
L1	N76°05'47"W	0.54'

BOUNDARY EXHIBIT

335.9 ACRES

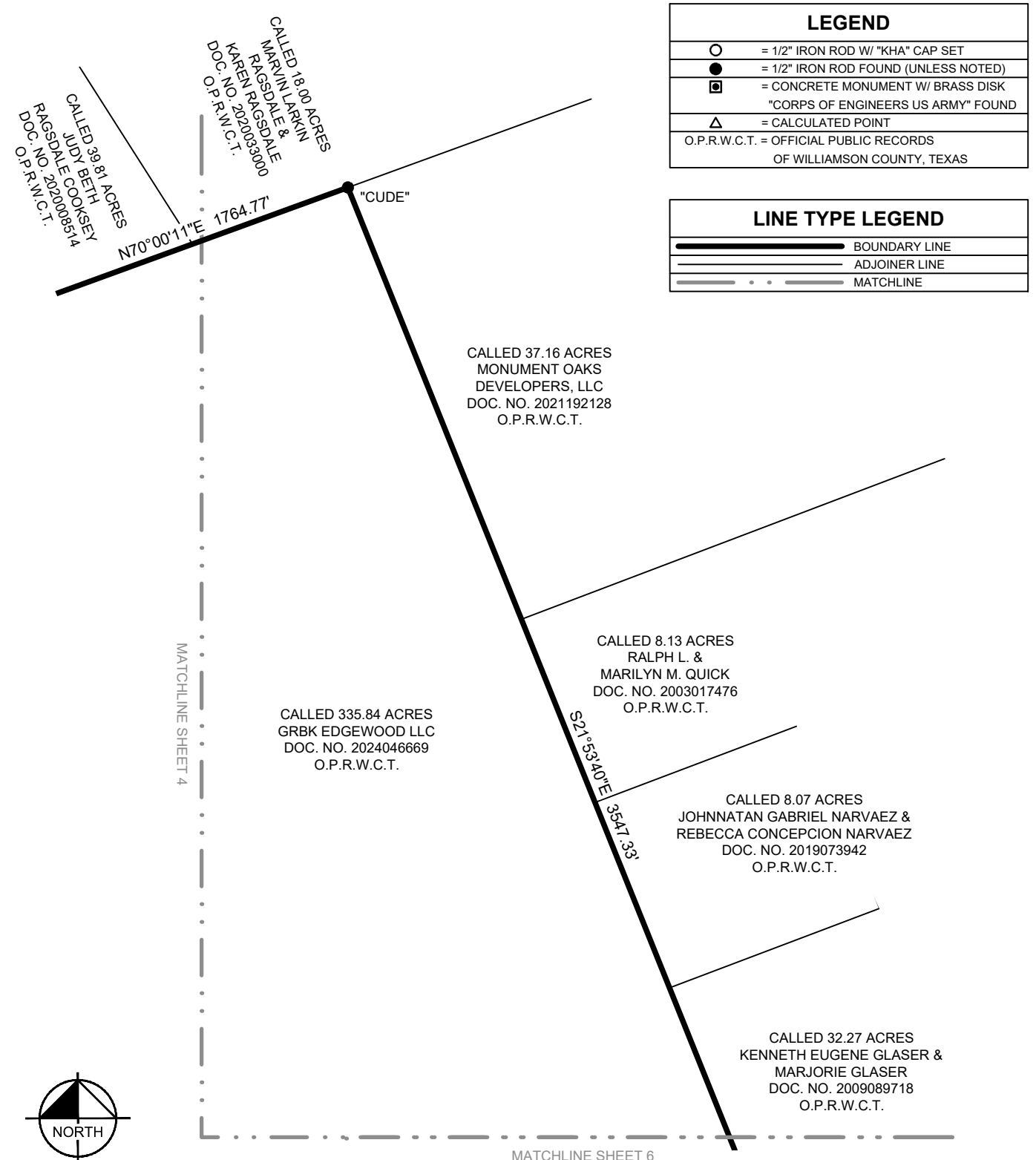
BEING A PORTION OF THE THEOPHILUS W. MEDCALF SURVEY, ABSTRACT 412 WILLIAMSON COUNTY, TEXAS

SURVEYOR'S NOTES:

BASIS OF BEARINGS IS THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203). ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE VALUES. THE SURFACE ADJUSTMENT FACTOR IS 1.00012. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

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SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
1" = 400'	RPP	MMII	9/10/2024	065000705	4 OF 6



LEGEND

○	= 1/2" IRON ROD W/ "KHA" CAP SET
●	= 1/2" IRON ROD FOUND (UNLESS NOTED)
◙	= CONCRETE MONUMENT W/ BRASS DISK "CORPS OF ENGINEERS US ARMY" FOUND
△	= CALCULATED POINT
O.P.R.W.C.T.	= OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

LINE TYPE LEGEND

———	BOUNDARY LINE
———	ADJOINER LINE
— · —	MATCHLINE

BOUNDARY EXHIBIT

335.9 ACRES

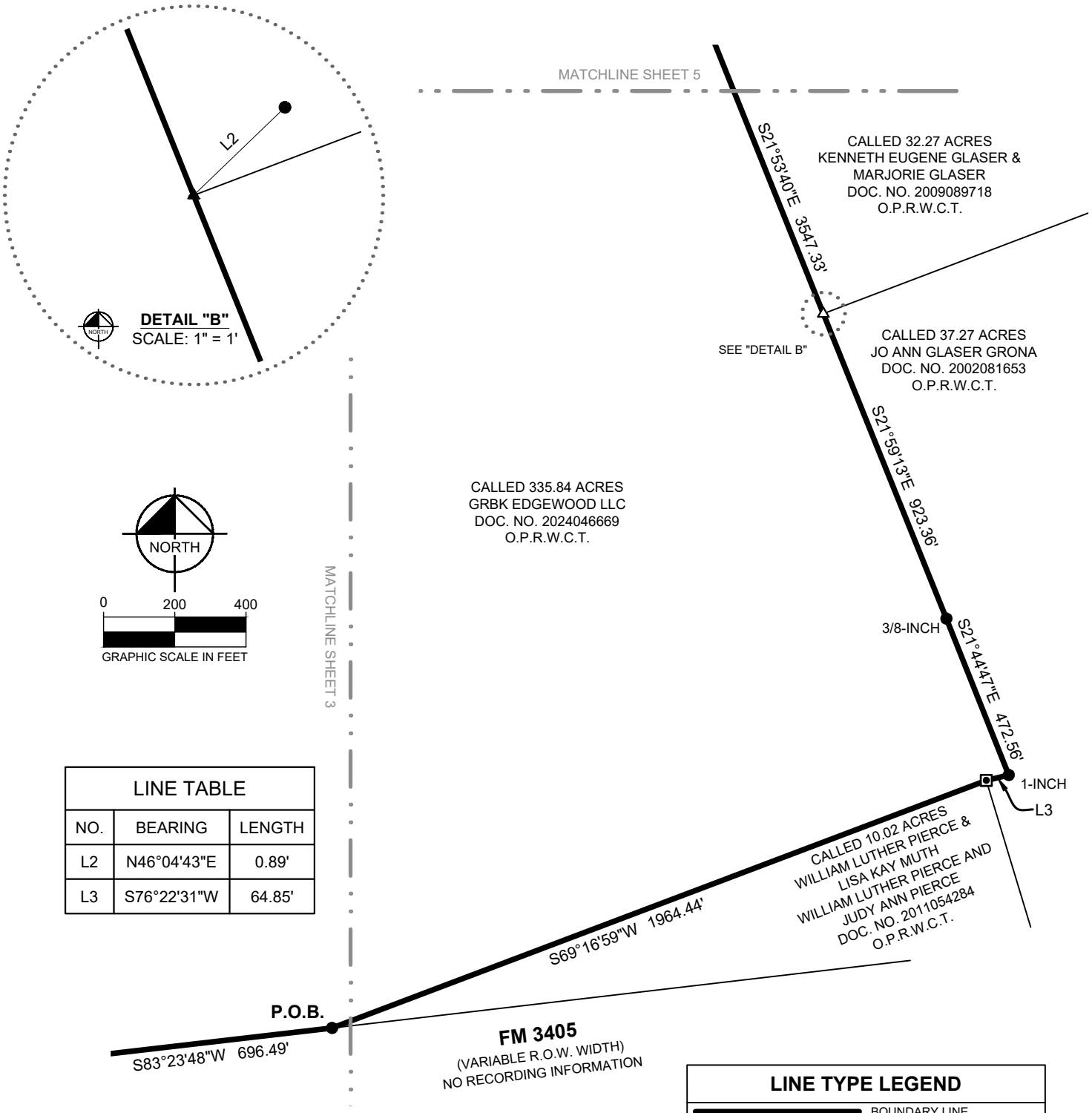
BEING A PORTION OF THE
THEOPHILUS W. MEDCALF SURVEY, ABSTRACT 412
WILLIAMSON COUNTY, TEXAS

SURVEYOR'S NOTES:

BASIS OF BEARINGS IS THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203). ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE VALUES. THE SURFACE ADJUSTMENT FACTOR IS 1.00012. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

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SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
1" = 400'	RPP	MMII	9/10/2024	065000705	5 OF 6



LINE TABLE		
NO.	BEARING	LENGTH
L2	N46°04'43"E	0.89'
L3	S76°22'31"W	64.85'

LINE TYPE LEGEND	
	BOUNDARY LINE
	ADJOINER LINE
	MATCHLINE

LEGEND	
○	= 1/2" IRON ROD W/ "KHA" CAP SET
●	= 1/2" IRON ROD FOUND (UNLESS NOTED)
▣	= CONCRETE MONUMENT W/ BRASS DISK "CORPS OF ENGINEERS US ARMY" FOUND
△	= CALCULATED POINT
O.P.R.W.C.T.	= OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

BOUNDARY EXHIBIT

335.9 ACRES

BEING A PORTION OF THE
THEOPHILUS W. MEDCALF SURVEY, ABSTRACT 412
WILLIAMSON COUNTY, TEXAS

SURVEYOR'S NOTES:

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SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
1" = 400'	RPP	MMII	9/10/2024	065000705	6 OF 6

EXHIBIT B

Corridor Project and/or LRTP Arterial Locations

[attached]

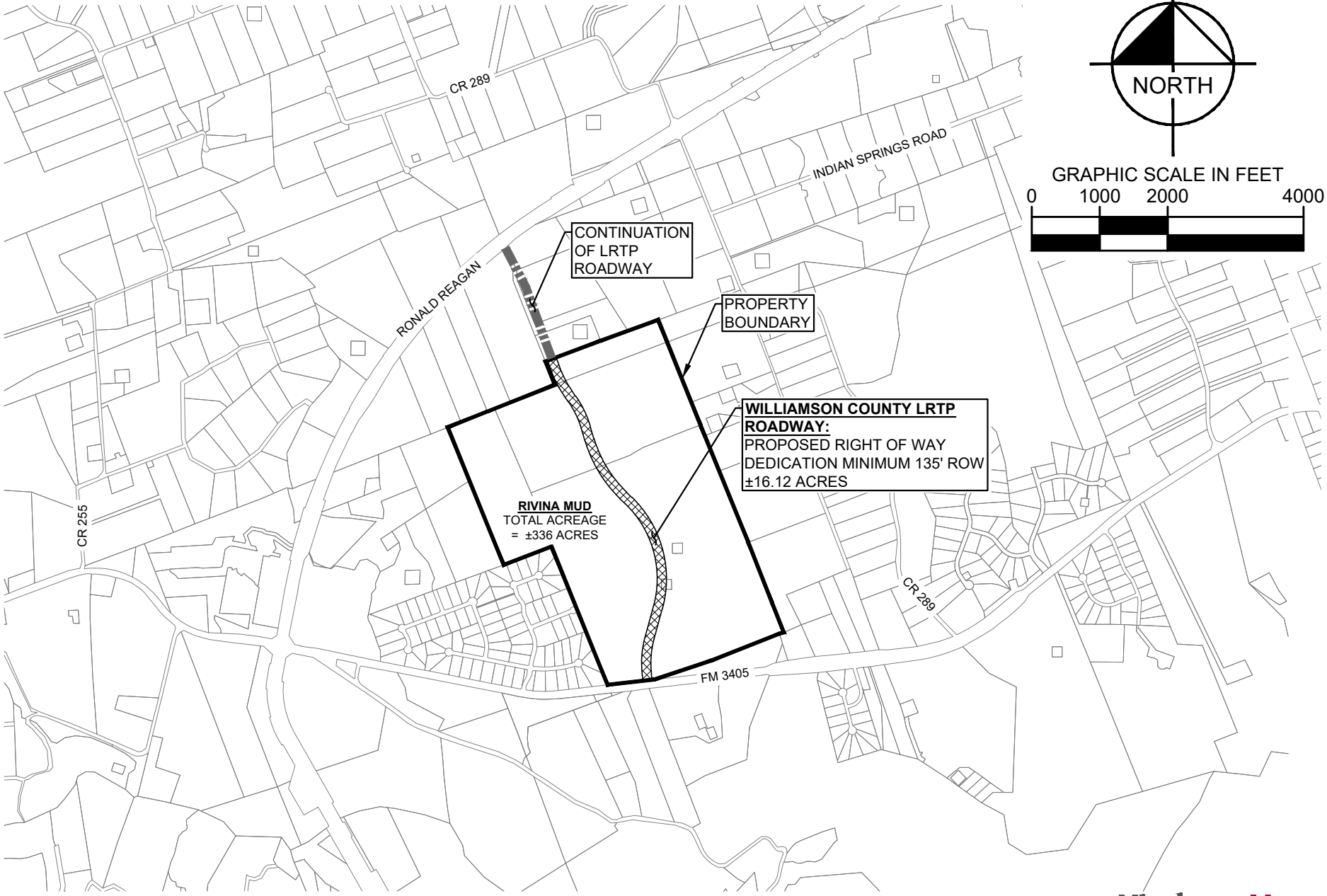


EXHIBIT B

Williamson County, Texas
MAY 2025

Kimley»Horn
501 South Austin Avenue
Suite 1310
Georgetown, TX 78626
512-418-1771
State of Texas Registration No. F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

PLOTTED BY
DWG NAME
LAST SAVED
GRANADOS, ALEX 5/7/2025 3:12 PM
K:\GEO_C\VIL\065000700-RAGSDALE RANCH\CAD\PRELIMINARY\EXHIBITS\MUD CONSENT AGREEMENT EXHIBIT B.DWG
5/2/2025 4:27 PM

Commissioners Court - Regular Session **59.**

Meeting Date: 05/13/2025

FM 971 – Standard Utility Agreement with the City of Granger

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding the Standard Utility Agreement with Granger for utility relocations on the FM 971 Project, a 2023 Road Bond Project in Commissioner Precinct 4. Project: P688 Fund Source: Road Bond

Background

The City of Granger has existing facilities in conflict with the FM 971 Project. The Standard Utility Agreement for the relocations is for a total amount of $191,024.90. Granger is 100% eligible for reimbursement. The total anticipated reimbursement to Granger by the County is $191,024.90 (100% of $191,024.90).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FM971-CityofGranger-SUA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/08/2025 10:18 AM
Form Started By: Julissa Vasquez		Started On: 05/07/2025 06:52 AM
Final Approval Date: 05/08/2025		

Standard Utility Agreement

Project Name: FM 971 (Granger)
Project Letting Date: 05/13/2025
Utility ID (TxDOT LUP): **U00024481**

Roadway: FM 971
From: 300' east of CR 348
To: 840' west of CR 349

This Standard Utility Agreement ("Agreement") by and between Williamson County, Texas ("County"), and City of Granger, ("Utility"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the County.

WHEREAS, the County has deemed it necessary to make certain infrastructure improvements as designated by the County and, if applicable, approved by the Federal Roadway Administration and/or the State of Texas, within the limits of the project as indicated above;

WHEREAS, the proposed Project will necessitate the adjustment, removal, and/or relocation of certain facilities of the Utility as indicated in the following statement of work: City of Granger's existing longitudinal waterline (from approximately STA 7+98 to approximately STA 15+00) and existing waterline crossing (at approximately STA 7+95) are in conflict with the prosed roadway, ditch cuts and driveways. City of Granger will abandon their existing facilities to alleviate these conflicts, relocating their waterlines out of the existing ROW and into easements on the north and south side of the roadway. The proposed waterlines will be located within 10 foot wide water easements, from approximately STA 8+00 to STA 16+50 and STA 6+12 to STA 8+60.; and more specifically as shown in the Utility's plans, specifications and estimated costs, which are attached hereto as Attachment "A".

WHEREAS, the County will participate in the costs of the adjustment, removal, and relocation of certain facilities to the extent as may be eligible for the County participation.

WHEREAS, the County, upon receipt of evidence it deems sufficient, acknowledges the Utility's interest in certain lands and facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED:

The County will pay to the Utility the costs incurred in adjustment, removal, and relocation of the Utility's facilities up to the amount said costs may be eligible for County participation.

All conduct under this Agreement, including but not limited to the adjustment, removal, and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal, state, and county laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4321, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, as amended, Texas Transportation Code § 223.045, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and the Utility Accommodation provisions of 23 CFR 645, Subpart B.

The Utility shall supply, upon request by the County, proof of compliance with the aforementioned laws, rules, regulations, and guidelines prior to the commencement of the adjustment, removal, and relocation of the facility.

The Utility shall not commence any physical work, including without limitation site preparation, on the County's right of way or future right of way, until the County provides the Utility with written authorization to proceed with the physical work upon the County's completion and clearance of its environmental review of the Project. Any such work by the Utility prior to the County's written authorization to proceed will not be eligible for reimbursement and the Utility is responsible for entering any property within the proposed limits of the Project that has not yet been

acquired by the County. This written authorization to proceed with the physical work is in addition to the authorization to commence work outlined below. Notwithstanding the foregoing, the provisions of this paragraph are required only when the County has not obtained completion and clearance of its environmental review of the Project prior to the execution of this Agreement by the County and the Utility.

If State and/or Federal funding applies to the Project, the Utility shall comply with the Buy America provisions of 23 U.S.C. § 313, 23 CFR 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code § 223.045 and, when products that are composed predominately of steel and/or iron are incorporated into the permanent installation of the utility facility, use domestically manufactured products. If State and/or Federal funding applies to the Project, TxDOT Form 1818 (Material statement), along with all required attachments, must be submitted, prior to the commencement of the adjustment, removal, and relocation of the facility, as evidence of compliance with the aforementioned provisions. Failure to submit the required documentation or to comply with the Buy America, and Steel and Iron Preference requirements shall result in: (1) the Utility becoming ineligible to receive any contract or subcontract made with funds authorized under the Intermodal Surface Transportation Efficiency Act of 1991; (2) the County withholding reimbursement for the costs incurred by the Utility in the adjustment, removal, and relocation of the Utility's facilities; and (3) removal and replacement of the non-compliant products.

The Utility agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the County, or may, with the County's approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by the Utility. Bills for work hereunder are to be submitted to the County not later than six (6) months after completion of the field work. Failure to submit the request for final payment, in addition to all supporting documentation, within six (6) months after completion of the field work may result in forfeiture of payment for said work.

When requested, the County will make intermediate payments at not less than monthly intervals to the Utility when properly billed. Such payments will not exceed 90 percent (90%) of the eligible cost as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

Alternatively, if the approved accounting method is a lump sum, the County agrees to pay the Utility an agreed lump sum of $N/A as supported by the attached estimated costs. The County will, upon satisfactory completion of the adjustments, removals, and relocations and upon receipt of a final billing, make payment to the Utility in the agreed amount.

Upon execution of this Agreement by both parties hereto, the County will, by written notice, authorize the Utility to perform such work diligently and to conclude said adjustment, removal, and relocation by the stated completion date which is attached hereto in Attachment "C". The completion date shall be extended for delays caused by events outside the Utility's control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the County or any other party with the Utility's ability to proceed with the work, or any other event in which the Utility has exercised all due care in the prevention thereof so that the causes of other events are beyond the control and without the fault or negligence of the Utility.

This Agreement in its entirety consists of the following elements:

Standard Utility Agreement – WILCO-U-SUA;

- Plans, Specifications, and Estimated Costs (Attachment "A");
- Accounting Method (Attachment "B");
- Schedule of Work (Attachment "C");
- Statement Covering Contract Work – WILCO-U-JB (Attachment "D");
- Utility Joint Use Agreement – WILCO-U-JUA (Attachment "E");
- Eligibility Ratio Calculation (Attachment "F");
- Comparative Betterment Calculation and Estimate (Attachment "G"); and
- Proof of Property Interest – WILCO-U-Affidavit (Attachment "H").

		YMS	4-24-25
Initial	Date	Initial	Date
County		Utility	

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this Agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this Agreement or a written change or extra work order approved by the County and the Utility.

This Agreement is subject to termination, without cause and for convenience, by the County at any time up to the date that work under this Agreement has been authorized, and such cancellation will not create any liability on the part of the County. However, the County will review and reimburse the Utility for eligible costs incurred by the Utility in preparation of this Agreement.

The County Auditor may conduct an audit or investigation of any entity receiving funds from the County directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the County Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the County Auditor with access to any information the County Auditor considers relevant to the investigation or audit.

The Utility by execution of this Agreement does not waive any of the rights that the Utility may have within the limits of the law.

It is expressly understood that the Utility conducts the adjustment, removal, and relocation at its own risk, and that the County makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

UTILITY

Utility: City of Granger

By: Monica Stojanik

Print Name: Monica Stojanik

Title: Mayor of Granger, TX

Date: April 24, 2025

THE COUNTY OF WILLIAMSON

Executed and approved for the County of Williamson Texas for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by Williamson County, Texas.

By: _____
County Judge

Date: _____

_____ _____
Initial Date
County

MS 4-24-25
Initial Date
Utility

APPROVED
By Christen Eschberger at 1:57 pm, May 05, 2025

REVIEWED
By Keith Taylor at 4:51 pm, May 01, 2025

Received
April 30, 2025
HNTB Corporation
Round Rock

REVIEWED
By Eddie Church, P.E. at 4:20 pm, May 01, 2025

Form WILCO-U-SUA

Attachment "A"
Plans, Specifications, and Estimated Costs

Funding Sources

Select all that apply

☐ City of _____

☒ Williamson County, Texas

☐ State of Texas *

☐ Federal *

*Buy America Compliance only applies when State or Federal funding is present.

All material items within the cost estimate that must meet Buy America or Steel and Iron Preference Provision requirements must be indicated with an asterisk (*) on the attached estimate.

☐ Currently, **this Project does not plan to use** iron and steel subject to Buy America requirements. In the event that Buy America regulated materials are used during the construction of this Project, compliance documentation will be provided.

☐ There are non-domestic iron and steel materials in this Project that fall under the De Minimis equation. Calculations showing the total cost does not exceed one-tenth of one percent (0.1%) of the individual utility agreement amount or $2,500.00, whichever is greater is required.

☐ We understand the Buy America Compliance Requirements for iron and steel and will supply the required documentation to the County indicating compliance with this provision. The following documents will be supplied prior to the installation of the materials:

1) Form 1818 - Material Statement
2) Material Test Reports or Certifications

_____ _____
Initial Date
County

YMS 4-24-25
Initial Date
Utility

INDEX OF SHEETS

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EROSION & SEDIMENTATION CONTROLS
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WILCO TEXAS

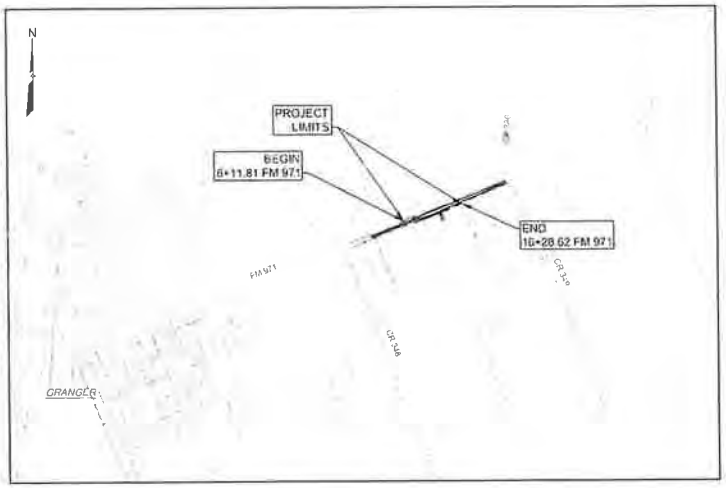
CITY OF GRANGER
FM 971
WATER SERVICE RELOCATIONS
100% SUBMITTAL

TOTAL LENGTH OF PROJECT: 1083 LF

PROJECT LIMITS:

ALONG FM 971 FROM CR 348 TO CR 349

CONSTRUCTION OF 1" WATER SERVICE LINES, REQUIRED APPURTENANCES, AND CONNECTIONS TO THE EXISTING WATER MAINS.



VICINITY MAP
(NOT TO SCALE)

NET NO	REVISION DESCRIPTION	INCORRECT, ADD VOID SHEET NUMBERS	APPVD BY	DATE

OWNER INFORMATION

OWNER:
CITY OF GRANGER, TEXAS
214 E. DAVILLA ST.
GRANGER, TEXAS 76530

CONTACT:
SCOTT MURRAH, PE
CITY ENGINEER
254-760-9085

DESIGNER:
COBBFENDLEY
9600 N. MOPAC EXPRESSWAY, SUITE 800
AUSTIN, TEXAS 78758

CONTACT:
ANTONIO TERRAZAS, P.E.
512-834-9798

SUBMITTED FOR APPROVAL:

APRIL 25, 2025
ANTONIO TERRAZAS, P.E. DATE
COBBFENDLEY, INC

APPROVALS:

April 30, 2025
SCOTT MURRAH, P.E. DATE
CITY OF GRANGER, TEXAS

CobbFendley
TBPE NO. 274 / TBPLS NO. 10046701
9600 N MOPAC EXPWY, SUITE 800
AUSTIN, TEXAS 78759
512.834.9798 | FAX 512.834.9553
WWW.COBBFENDLEY.COM

GENERAL CONSTRUCTION NOTES
REVISED JULY 2009

1. GENERAL CONTRACTOR SHALL CALL FOR ALL UTILITY LOCATES PRIOR TO ANY CONSTRUCTION. WATER & WASTEWATER OWNED BY THE CITY OF GRANGER CAN BE LOCATED BY CALLING GRANGER CITY HALL 512-859-2755. ALLOW THREE BUSINESS DAYS FOR UTILITY LOCATES BY THE CITY OF GRANGER.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST CITY OF GRANGER ENGINEERING MANUAL.
3. THE CONTRACTOR SHALL GIVE THE CITY A MINIMUM OF 48 HOURS NOTICE BEFORE BEGINNING EACH PHASE OF CONSTRUCTION. THE PHASES OF CONSTRUCTION ARE AS FOLLOWS:
4. PRIOR TO CITY ACCEPTANCE OF ALL IMPROVEMENTS, ALL GRADED AND DISTURBED AREAS ARE TO BE RE-VEGETATED IN ACCORDANCE WITH THE CITY OF AUSTIN SPECIFICATION ITEM #604 UNLESS ANOTHER RE-VEGETATION SPECIFICATION IS SPECIFICALLY IDENTIFIED IN THE PLANS AND/OR BID FORM. WHEN APPROPRIATE IN THE OPINION OF THE PUBLIC WORKS DEPARTMENT, THE CITY OF GRANGER MAY REQUIRE NATIVE GRASSES TO BE USED.
5. THE CONTRACTOR SHALL PROVIDE THE CITY OF GRANGER COPIES OF ALL TEST RESULTS PRIOR TO ACCEPTANCE OF THIS PROJECT.
6. CITY, OWNER, ENGINEER, CONTRACTOR, REPRESENTATIVES OF ALL UTILITY COMPANIES, AND A REPRESENTATIVE FROM THE TESTING LAB SHALL ATTEND PRE-CONSTRUCTION CONFERENCE PRIOR TO START OF CONSTRUCTION. THE CONTRACTOR SHALL SCHEDULE THE MEETING WITH THE CITY OF GRANGER ENGINEERING DEPARTMENT 48 HOURS PRIOR TO THIS PRE-CONSTRUCTION MEETING 512-859-2755
7. EXCESS SOIL SHALL BE REMOVED AT THE CONTRACTOR'S EXPENSE. NOTIFY THE CITY OF GRANGER FOR APPROVAL IF THE DISPOSAL SITE IS INSIDE THE CITY'S JURISDICTIONAL BOUNDARIES
8. BURNING IS PROHIBITED. NO BLASTING IS ALLOWED.
9. ANY CHANGES OR REVISIONS TO THESE PLANS MUST FIRST BE SUBMITTED TO THE CITY BY THE DESIGN ENGINEER FOR REVIEW AND WRITTEN APPROVAL.
10. THE CONTRACTOR WILL REIMBURSE THE CITY FOR ALL COST INCURRED AS A RESULT OF ANY DAMAGE TO ANY CITY UTILITY BY THE CONTRACTOR, REGARDLESS OF THESE PLANS.
11. PRIOR TO CITY ACCEPTANCE OF THIS PROJECT, AN ENGINEER'S CONCURRENCE LETTER AND 22"X34" RECORD DRAWINGS (ONE HARDCOPY, A DIGITAL PDF COPY, AND ELECTRONIC CAD DRAWINGS) SHALL BE SUBMITTED TO THE ENGINEERING DEPARTMENT. THE CONSULTING ENGINEER AND CONTRACTOR SHALL VERIFY THAT ALL FINAL REVISIONS AND CHANGES HAVE BEEN MADE TO THE RECORD DRAWINGS PRIOR TO CITY SUBMITTAL. RECORD CONSTRUCTION DRAWINGS SHALL BE PROVIDED TO THE CITY IN DIGITAL FORMAT AS AUTOCAD " .DWG" FILES, OR ESRI " .SHP" FILES VIA EMAIL OR A THUMB DRIVE. LINE WEIGHTS, LINE TYPES AND TEXT SIZE SHALL BE SUCH THAT IF HALF-SIZE PRINTS (11" X 17") WERE PRODUCED, THE PLANS WOULD STILL BE LEGIBLE. ALL REQUIRED DIGITAL FILES SHALL CONTAIN A MINIMUM OF TWO (2) CONTROL POINTS REFERENCED TO THE STATE PLANE GRID COORDINATE SYSTEM - TEXAS CENTRAL ZONE (4203), IN US FEET AND SHALL INCLUDE ROTATION INFORMATION AND SCALE FACTOR REQUIRED TO REDUCE SURFACE COORDINATES TO GRID COORDINATES IN US FEET.
12. ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN REVIEWING THESE PLANS, THE CITY OF GRANGER MUST RELY ON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.
13. A TRAFFIC CONTROL PLAN, IN ACCORDANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, SHALL BE SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL PRIOR TO ANY PARTIAL OR COMPLETE ROADWAY CLOSURES.
14. THE CONTRACTOR SHALL KEEP THE SITE CLEAN AND MAINTAINED AT ALL TIMES, TO THE SATISFACTION OF THE CITY. THIS PROJECT WILL NOT BE ACCEPTED UNTIL THE SITE HAS BEEN CLEANED AND RE-VEGETATED TO THE SATISFACTION OF THE CITY.
15. SIGNS ARE NOT PERMITTED IN PUBLIC UTILITY EASEMENTS OR DRAINAGE EASEMENTS.
16. INSPECT TEMPORARY EROSION CONTROLS ON A DAILY BASIS. ADJUST THE CONTROLS AND/OR REMOVE ANY SEDIMENT BUILDUP AS NECESSARY.
17. CONTRACTOR WILL BE RESPONSIBLE FOR KEEPING ROADS AND DRIVES ADJACENT TO AND NEAR THE SITE FREE FROM SOIL, SEDIMENT AND DEBRIS. CONTRACTOR WILL NOT REMOVE SOIL, SEDIMENT OR DEBRIS FROM ANY AREA OR VEHICLE BY MEANS OF WATER. ONLY SHOVELING AND SWEEPING WILL BE ALLOWED. CONTRACTOR WILL BE RESPONSIBLE FOR DUST CONTROL FROM THE SITE.
18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE TO PRIVATE PROPERTY, WHICH OCCURRED AS A RESULT OF ANY PORTION OF THIS PROJECT. ANY DAMAGE TO PRIVATE PROPERTY SHALL BE REPAIRED TO EQUAL OR BETTER CONDITION. THE CONTRACTOR SHALL COORDINATE ALL REPAIRS TO PRIVATE PROPERTY WITH THE PROPERTY OWNER. CONTRACTOR SHALL PAY AND/OR SETTLE WITH PRIVATE PROPERTY OWNER FOR ALL COSTS RELATED TO ANY DAMAGE. THE CITY WILL NOT PROVIDE SEPARATE PAY FOR REPAIR OF ANY DAMAGES, REIMBURSEMENTS OR SETTLEMENTS.
19. CONTRACTOR SHALL PROVIDE THE SERVICES OF THE CITY'S APPROVED SCADA CONSULTANT AND CONTROLS INSTRUMENTATION CONSULTANT. (WHEN APPLICABLE TO SCADA) THE COST OF THE CONSULTANT AND/OR ANY EQUIPMENT SHALL BE SUBSIDIARY TO THE COST OF THE PROJECT (NO SEPARATE PAY) UNLESS SPECIFICALLY IDENTIFIED ON THE BID FORM.
20. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL UTILITY RELOCATIONS, INCLUDING BUT NOT LIMITED TO: ONCOR ELECTRIC, ATMOS GAS, AT&T TELEPHONE, UNITED STATED POST OFFICE, TIME WARNER CABLE TELEVISION, CITY OF GRANGER WATER & WASTEWATER. CONTRACTOR SHALL CALL 811 AND MAINTAIN ALL CONFIRMATION NUMBERS.
21. IF TELEPHONE SERVICE IS REQUIRED BY THIS PROJECT, THE CONTRACTOR SHALL COORDINATE WITH PHONE COMPANY TO PROVIDE/EXTEND/RE-LOCATE THE SERVICE. NO SEPARATE PAY WILL BE PROVIDED AND THE CITY SHALL NOT BE RESPONSIBLE FOR SCHEDULING OR COORDINATING WITH PHONE COMPANY.
22. ELECTRIC AND/OR TELEPHONE POLES THAT NEED TO BE RE-LOCATED FOR THIS PROJECT WILL BE AT THE EXPENSE OF THE CONTRACTOR. THE CITY OF GRANGER WILL NOT PROVIDE SEPARATE PAY FOR POLE RE-LOCATION AND THE COST OF THE RELOCATION IS CONSIDERED SUBSIDIARY TO THE PROJECT BID. THE CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING POLES THAT MAY CONFLICT WITH THESE PLANS AND MAKING ARRANGEMENTS TO RESOLVE THE CONFLICT WITH THE APPROPRIATE UTILITY. IF ELECTRIC, TELEPHONE, OR CATV SERVICE WILL BE INTERRUPTED AS A RESULT OF THE RE-LOCATION, THE CITY SHALL APPROVE THE MAXIMUM ALLOWABLE TIME THE SERVICE WILL BE INTERRUPTED.
23. THE CONTRACTOR SHALL MAKE APPLICATIONS TO THE ELECTRIC COMPANY FOR ELECTRIC SERVICE IF NEW SERVICE IS REQUIRED. THE CITY WILL ASSUME THE SERVICE UPON ACCEPTANCE OF THE PROJECT (IF REQUIRED). THE CONTRACTOR WILL PAY FOR ELECTRIC POWER UNTIL THE METER IS TRANSFERRED TO THE CITY OF GRANGER. IMPACT FEES AND APPLICATION FEES REQUIRED BY THE ELECTRIC COMPANY WILL BE THE RESPONSIBILITY OF THE CONTRACTOR UNLESS SPECIFICALLY IDENTIFIED IN THE CONTRACT.
24. THE CONTRACTOR SHALL PROVIDE COMBINATION LOCKS FOR ALL GATES, HATCHES, VAULTS, AND MCC BOXES. EACH LOCK SHALL BE PRE-APPROVED AND SET TO THE CITY'S REQUIREMENTS. (NO SEPARATE PAY)
25. ALL WORK ON THESE PLANS SHALL BE PERFORMED. PAY FOR WORK SHOWN ON THESE PLANS, WHICH ARE NOT IDENTIFIED IN THE CONTRACT, SHALL BE CONSIDERED INCIDENTAL TO THE ITEMS SPECIFICALLY IDENTIFIED FOR PAYMENT.
26. THE CONTRACTOR SHALL PROVIDE A COMPETENT AND QUALIFIED SUPERINTENDENT TO SUPERVISE ALL WORK. THE SUPERINTENDENT SHALL BE PRESENT DURING ALL CONSTRUCTION ACTIVITIES.
27. ANY SURVEY MONUMENTS DAMAGED OR MOVED AS A RESULT OF THIS PROJECT SHALL BE REPLACED TO EQUAL OR BETTER CONDITION. A TEXAS REGISTERED LAND SURVEYOR SHALL OVERSEE THE REPLACEMENT AND CERTIFY THE REPLACEMENT FOR ITS INTENDED USE. NO SEPARATE PAY WILL BE PROVIDED.
28. ADEQUATE DRAINAGE CONDITIONS, IN ACCORDANCE WITH THE CITY ENGINEERING MANUAL, SHALL BE MAINTAINED AT ALL TIMES.
29. ANY TREE REMOVED OR DAMAGED BY THIS PROJECT, WHICH IS NOT SPECIFICALLY IDENTIFIED TO BE REMOVED BY THE PLANS, WILL BE REPLACED ACCORDING TO THE REQUIREMENTS OF THE CITY OF GRANGER CODE OF ORDINANCES. NO SEPARATE PAY WILL BE PROVIDED.
30. THE CONTRACTOR SHALL UNCOVER ALL UTILITIES WITHIN THE LIMITS OF CONSTRUCTION AND VERIFY THEIR LOCATION PRIOR TO ANY CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL NOTIFY THE CITY AND THE ENGINEER, IN WRITING, OF ANY CONFLICTS PRIOR TO ANY OTHER CONSTRUCTION INCLUDING BUT NOT LIMITED TO EXACT LOCATIONS OF CONFLICTS WITH PROPOSED OR EXISTING UTILITIES. NO ADDITIONAL PAY UNLESS SPECIFICALLY IDENTIFIED FOR PAYMENT IN THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL ALSO MAKE HIS OWN SUB-SURFACE INVESTIGATION PRIOR TO BID.
31. ONLY STAINLESS STEEL CASING SPACERS ARE ALLOWED IN ENCASEMENT PIPE(S).
32. NO SEPARATE PAY WILL BE GIVEN TO DE-WATER TRENCHES OR OTHER EXCAVATED AREAS.
33. SOIL MATERIAL IMPORTED FOR RE-VEGETATION OF DISTURBED AREAS SHALL BE APPROVED BY THE PUBLIC WORKS DEPARTMENT PRIOR TO PLACEMENT. A SAMPLE (SUBMITTAL) IS REQUIRED.
34. THE CONTRACTOR SHALL PERFORM PUMPING STATIONS AND/OR LIFT STATION START-UP INDEPENDENTLY: PRIOR TO REQUESTING WITNESS OR ACCEPTANCE BY THE CITY. WHEN A FINAL START-UP FAILS TO BE COMPLETE AND ACCEPTABLE AND WHEN CITY PERSONNEL ARE PRESENT AT START-UP, EACH ADDITIONAL START-UP WILL BE CHARGED TO THE CONTRACTOR AS LIQUIDATED DAMAGES. $500.00 PER ADDITIONAL MEETING.
35. SHUTOUT OF ANY CUSTOMERS OF THE CITY'S UTILITY DUE TO TIE-INS SHALL ONLY BE SCHEDULED FOR NIGHTTIME WORK UNLESS APPROVED BY THE ENGINEERING DEPARTMENT. THE CITY'S FIELD REPRESENTATIVE SHALL COORDINATE AND INSPECT ALL NIGHTTIME SHUTOUTS AND TIE-INS. THE CONTRACTOR SHALL REQUEST SHUTOUTS TWO WEEKS IN ADVANCE. SHUTOUTS WILL ONLY BE ALLOWED IN THE FOLLOWING TIMES AND ARE SUBJECT TO APPROVAL BY THE CITY: 10 PM - 6 AM; BEGINNING ON TUESDAY, WEDNESDAY OR THURSDAY NIGHT(S). NO EXTRA TIME WILL BE GRANTED TO THE CONTRACT FOR UNSCHEDULED WORK IN THE TIME PERIOD ALLOWED OR DUE TO REQUESTS OUTSIDE THE APPROVED TIME PERIODS.

CobbFendley

GENERAL NOTES - SHEET 1

FM 971 WATER RELOCATIONS
GRANGER, TEXAS

WILCO

SHEET
G-002

STREET NOTES:

1. NO TRENCHING OF COMPACTED BASE WILL BE ALLOWED. A PENALTY AND/OR FINE MAY BE IMPOSED TO THE GENERAL CONTRACTOR IF TRENCHING OF COMPACTED BASE OCCURS WITHOUT CITY APPROVAL, REGARDLESS OF WHO PERFORMED THE TRENCHING.
2. ALL SIDEWALKS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT. THE CITY OF GRANGER HAS NOT REVIEWED THESE PLANS FOR COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, OR ANY OTHER ACCESSIBILITY LEGISLATION, AND DOES NOT WARRANTY OR APPROVE THESE PLANS FOR ANY ACCESSIBILITY STANDARDS.
3. STREET BARRICADES SHALL BE INSTALLED ON ALL DEAD END STREETS AND AS NECESSARY DURING CONSTRUCTION TO MAINTAIN JOB SAFETY.
4. ANY DAMAGE CAUSED TO EXISTING PAVEMENT, CURBS, SIDEWALKS, RAMPS, ETC., SHALL BE REPAIRED BY THE CONTRACTOR TO THE SATISFACTION OF THE CITY PRIOR TO ACCEPTANCE OF THIS PROJECT.
5. DENSITY TESTING OF COMPACTED SUBGRADE MATERIAL, FIRST COURSE AND SECOND COURSE COMPACTED BASE, SHALL BE MADE AT 500 FOOT INTERVALS. ANY FAILED TESTS WILL BE RE-TESTED AT THE EXPENSE OF THE CONTRACTOR.
6. THE CONTRACTOR SHALL COORDINATE WITH THE CITY'S FIELD REPRESENTATIVE 48 HOURS PRIOR TO SCHEDULED DENSITY TESTING. THE CITY'S FIELD REPRESENTATIVE SHALL WITNESS ALL TESTING.
7. THE CONTRACTOR SHALL SCHEDULE ALL TESTING WITH AN APPROVED MATERIALS TESTING LABORATORY AND NOTIFY THE CITY'S FIELD REPRESENTATIVE OF THE TIME AND LOCATION OF ALL TESTS.
8. TRAFFIC CONTROL SIGNS AND PAVEMENT MARKINGS IN ACCORDANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES TO BE INSTALLED AS DIRECTED BY THE CITY OF GRANGER PRIOR TO CITY ACCEPTANCE OF THIS PROJECT.
9. SLOPE OF NATURAL GROUND ADJACENT TO THE RIGHT-OF-WAY SHALL NOT EXCEED 4:1. IF A 4:1 SLOPE IS NOT POSSIBLE, A RETAINING WALL OR SOME OTHER FORM OF SLOPE PROTECTION APPROVED BY THE CITY SHALL BE PLACED IN A LOCATION ACCEPTABLE TO THE CITY.
10. THE CITY, ENGINEER, CONTRACTOR, AND A REPRESENTATIVE FROM THE TESTING LAB SHALL ATTEND A PRE-PAVING CONFERENCE PRIOR TO THE START OF PAVING. THE CONTRACTOR SHALL GIVE THE CITY'S FIELD REPRESENTATIVE 48 HOURS NOTICE PRIOR TO THIS MEETING.
11. FAILED TESTS SHALL BE THE FINANCIAL RESPONSIBILITY OF THE CONTRACTOR.

WASTEWATER NOTES:

1. THE CONTRACTOR, WITH CITY APPROVAL, SHALL RAISE MANHOLE FRAMES AND COVERS AND WATER VALVE BOXES TO FINISHED PAVEMENT GRADE AT THE CONTRACTOR'S EXPENSE. ALL UTILITY ADJUSTMENTS SHALL BE COMPLETED PRIOR TO FINAL PAVING CONSTRUCTION.
2. THE LOCATION OF ANY EXISTING UTILITY LINES SHOWN ON THESE PLANS MAY NOT BE ACCURATE. ANY DAMAGE TO EXISTING UTILITY LINES, BOTH KNOWN AND UNKNOWN, SHALL BE REPAIRED AT THE EXPENSE OF THE CONTRACTOR. THE CONTRACTOR SHALL LOCATE ALL UTILITIES PRIOR TO BIDDING THE PROJECT.
3. ALL IRON PIPE AND FITTINGS SHALL BE WRAPPED WITH AT LEAST 8-MIL POLYETHYLENE WRAP, ACCORDING TO THE COA SPECIFICATION.
4. ALL WATER MAINS, WASTEWATER MAINS AND SERVICE LINES SHALL MEET CITY OF GRANGER MINIMUM COVER SPECIFICATIONS. ALL STREETS ARE TO BE CUT TO SUBGRADE PRIOR TO INSTALLATION OF WATER MAINS.
5. ALL WASTEWATER LINES SHALL BE TV VIDEO TAPED ACCORDING TO COA 510. THE CONTRACTOR SHALL SUPPLY TWO COPIES TO THE CITY'S FIELD REPRESENTATIVE.
6. GASKETED PVC SEWER MAIN FITTINGS SHALL BE USED TO CONNECT SDR-35 PVC TO SDR-26 PVC PRESSURE PIPE OR C-900.
7. SDR-35 WW IS NOT ALLOWED.
8. ALL SANITARY SEWERS, EXCLUDING SERVICE LINES, SHALL BE MANDREL TESTED PER TCEQ CRITERIA. A MANDREL TEST WILL NOT BE PERFORMED UNTIL BACKFILL HAS BEEN IN PLACE FOR A MINIMUM OF 30 DAYS.
9. ALL SANITARY SEWERS, INCLUDING SERVICE LINES, SHALL BE AIR TESTED PER CITY OF AUSTIN STANDARD SPECIFICATIONS.
10. DENSITY TESTING OF COMPACTED BACKFILL SHALL BE MADE AT A RATE OF ONE TEST PER TWO FOOT LIFTS PER 500 FEET OF INSTALLED PIPE, UNLESS SPECIFIED OTHERWISE BY THE CITY.
11. CITY TO BE GIVEN 48 HOURS NOTICE PRIOR TO ALL TESTING OF WATER AND WASTEWATER LINES. CITY INSPECTION IS REQUIRED FOR ALL TESTING OF WATER AND WASTEWATER LINES.
12. WATER OR WASTEWATER LINE CROSSINGS SHALL BE INSTALLED PER TCEQ REQUIREMENTS.
13. ALL MANHOLE LIDS OUTSIDE THE PAVEMENT SHALL BE BOLTED.
14. CONTRACTOR TO NOTIFY CITY OF GRANGER 48 HOURS PRIOR TO CONNECTING TO EXISTING UTILITIES. INSPECTION OF CONNECTIONS TO EXISTING UTILITIES IS REQUIRED.
15. ALL PIPE BEDDING MATERIAL SHALL CONFORM TO CITY OF AUSTIN STANDARD SPECIFICATIONS.
16. UNLESS OTHERWISE SPECIFIED BY THE ENGINEER ALL CONCRETE IS TO BE CLASS "A" (5 SACK, 3000 PSI ~ 28-DAYS), AND ALL REINFORCING STEEL TO BE ASTM A615 60.
17. PIPING IN AND AROUND LIFT STATION VALVE VAULTS WILL BE PAINTED AND/OR COATED TO THE CITY'S SPECIFICATIONS.
18. MCC'S, JUNCTION BOXES OR ANY HOUSING FOR ELECTRICAL COMPONENTS SHALL BE NEMA 4X STAINLESS STEEL. PAINTED METAL OR ANY OTHER TYPE OF BOX WILL NOT BE ACCEPTED UNLESS SPECIFICALLY IDENTIFIED IN THE PLANS.

WATER NOTES:

1. THE TOP OF VALVE STEMS SHALL BE AT LEAST 18", AND NO MORE THAN 36", BELOW FINISHED GRADE. VALVE STEM RISERS SHALL BE WELDED ON EACH END TO THE CITY'S SATISFACTION.
2. FIRE HYDRANT LEADS TO BE DUCTILE IRON, CLASS 350, AND INSTALLED PER CITY OF GRANGER STANDARD SPECIFICATIONS AND DETAIL.
3. THE CONTRACTOR SHALL PROVIDE CUTS FOR ALL WATER LINES AND FH BURY LINES IN ACCORDANCE WITH THE CONTRACT.
4. APPROVED 5¼" FIRE HYDRANTS: AMERICAN FLOW CONTROL, B84B MUELLER COMPANY, SUPER CENTURION 250, CLOW MEDALLION HYDRANT.
5. *ALL FIRE HYDRANTS MUST MEET CITY OF GRANGER THREAD SPECIFICATIONS (NATIONAL THREAD)
6. *BLUE REFLECTOR MARKERS SHALL BE LOCATED ON THE CENTERLINE OF THE PAVEMENT ACROSS FROM ALL FIRE HYDRANTS. PAVEMENT MARKERS AT INTERSECTIONS SHALL BE FOUR-SIDED.
7. ALL WATER LINES, INCLUDING SERVICE LINES, SHALL BE PRESSURE AND LEAK TESTED PER CITY OF AUSTIN STANDARD SPECIFICATIONS AND WITNESSED BY THE CITY OF GRANGER REPRESENTATIVE. ALL FAILED TESTS SHALL BE THE FISCAL RESPONSIBILITY OF THE CONTRACTOR, AND THE CONTRACTOR MAY BE REQUIRED TO RE-TEST LINES IF THE TESTING IS NOT WITNESSED BY THE CITY. CONTRACTOR MUST NOTIFY THE CITY OF GRANGER 48 HOURS PRIOR TO ANY TESTING.
8. ALL WATER LINES SHALL BE STERILIZED AND BACTERIOLOGICALLY TESTED IN ACCORDANCE WITH CITY OF AUSTIN STANDARDS. THE CONTRACTOR IS RESPONSIBLE FOR STERILIZATION AND THE CITY OF GRANGER IS RESPONSIBLE FOR SUBMITTING BACTERIOLOGICAL SAMPLES TO THE STATE UNLESS OTHERWISE APPROVED BY THE ENGINEERING DEPARTMENT.
9. ALL WATER VALVE RISERS NOT IN PAVEMENT SHALL BE SET IN CONCRETE IN ACCORDANCE WITH THE CITY'S SPECIFICATIONS AND DETAILS. THE STANDARD DETAIL IS AVAILABLE ON THE CITY'S WEB SITE.
10. DENSITY TESTING OF COMPACTED BACKFILL SHALL BE MADE AT A RATE OF ONE TEST PER TWO FOOT LIFTS PER 500 FEET OF INSTALLED PIPE UNLESS OTHERWISE APPROVED BY THE PUBLIC WORKS DEPARTMENT.
11. CONTRACTOR TO OBTAIN A WATER METER FROM THE CITY OF GRANGER FOR ANY WATER THAT MAY BE REQUIRED DURING CONSTRUCTION. (512) 859-2755
12. ALL WATER PIPE AND APPURTENANCES LARGER THAN 12" SHALL HAVE A MAXIMUM OPERATING PRESSURE GREATER THAN 250 PSI UNLESS SPECIFICALLY IDENTIFIED ON THE BID FORM.
13. MANHOLE FRAMES AND COVERS AND WATER VALVE BOXES SHALL BE RAISED TO FINISHED PAVEMENT GRADE AT THE CONTRACTOR'S EXPENSE WITH CITY INSPECTION. ALL UTILITY ADJUSTMENTS SHALL BE COMPLETED PRIOR TO FINAL PAVING CONSTRUCTION.
14. THE LOCATION OF ANY EXISTING UTILITY LINES SHOWN ON THESE PLANS IS THE BEST AVAILABLE AND MAY NOT BE TOTALLY ACCURATE. ANY DAMAGE TO EXISTING UTILITY LINES, BOTH KNOWN AND UNKNOWN SHALL BE REPAIRED AT THE EXPENSE OF THE CONTRACTOR. THE ENGINEER AND/OR THE CITY MAKE NO GUARANTEE OR WARRANTY TO THE ACCURACY OF THESE PLANS.
15. ALL IRON PIPE AND FITTINGS SHALL BE WRAPPED WITH AT LEAST 8-MIL POLYETHYLENE WRAP IN ACCORDANCE WITH THE COA SPECIFICATION.
16. ALL WATER MAINS, WASTEWATER MAINS AND SERVICE LINES SHALL MEET CITY OF AUSTIN SPECIFICATIONS MINIMUM COVER REQUIREMENTS. ALL STREETS ARE TO BE CUT TO SUBGRADE PRIOR TO INSTALLATION OF WATER MAINS.
17. CITY TO BE GIVEN 48 HOURS NOTICE PRIOR TO ALL TESTING OF WATER AND WASTEWATER LINES. CITY INSPECTION IS REQUIRED FOR ALL TESTING OF WATER AND WASTEWATER LINES.
18. ALL WATER VALVES OVER 24" IN SIZE SHALL HAVE A BY-PASS LINE AND VALVE INSTALLED. BY-PASS VALVES AND LINES ARE SUBSIDIARY TO THE COST OF THE VALVE UNLESS SPECIFICALLY IDENTIFIED ON THE BID FORM.
19. CONTRACTOR TO NOTIFY CITY OF GRANGER 48 HOURS PRIOR TO CONNECTING TO EXISTING UTILITIES. INSPECTION IS REQUIRED.
20. ALL PIPE BEDDING MATERIAL SHALL CONFORM TO CITY OF TAYLOR STANDARD DETAILS.
21. TRACER TAPE SHALL BE INSTALLED ON ALL WATER AND WASTEWATER MAINS IN ACCORDANCE WITH CITY OF AUSTIN STANDARDS REGARDLESS OF THE TYPE OF PIPE OR DEPTH OF PIPE INSTALLED.
22. UNLESS OTHERWISE SPECIFIED BY THE ENGINEER ALL CONCRETE IS TO BE CLASS "A" (5 SACK, 3000 PSI ~ 28-DAYS), AND ALL REINFORCING STEEL TO BE ASTM A615 60.
23. THE CITY CONSIDERS PROTECTION OF ITS WATER SYSTEM PARAMOUNT TO CONSTRUCTION ACTIVITIES. CITY PERSONNEL WILL OPERATE, OR AUTHORIZE THE CONTRACTOR TO OPERATE, ALL WATER VALVES THAT WILL PASSTHROUGH THE CITY'S POTABLE WATER. THE CONTRACTOR MAY NOT OPERATE ANY WATER VALVE, EXISTING OR PROPOSED, THAT WILL ALLOW WATER FROM THE CITY'S WATER SYSTEM TO FLOW TO A PROPOSED OR EXISTING WATER SYSTEM WITHOUT THE EXPRESS CONSENT OF THE CITY. NOTIFY THE CITY TWO BUSINESS DAYS IN ADVANCE OF ANY REQUEST TO OPERATE A WATER VALVE. THE GENERAL CONTRACTOR MAY BE FINED $500 OR MORE, INCLUDING ADDITIONAL THEFT OF WATER FINES, IF A WATER VALVE IS OPERATED IN AN UNAUTHORIZED MANNER, REGARDLESS OF WHO OPERATED THE VALVE.

STORM SEWER NOTES:

1. THE CONTRACTOR WITH CITY INSPECTION SHALL RAISE MANHOLE FRAMES AND COVERS AND WATER VALVE BOXES TO FINISHED PAVEMENT GRADE. ALL UTILITY ADJUSTMENTS SHALL BE COMPLETED PRIOR TO FINAL PAVING CONSTRUCTION. THE CONTRACTOR WILL BACKFILL AROUND MANHOLES AND JUNCTION BOXES WITH CLASS A CONCRETE.
2. ALL MANHOLE LIDS SHALL BE 32" OR LARGER, UNLESS EXPRESSLY APPROVED IN WRITING BY THE ENGINEERING DEPARTMENT. ALL LIDS OUTSIDE THE PAVEMENT WILL BE BOLTED.
3. THE LOCATION OF ANY EXISTING UTILITY LINES SHOWN ON THESE PLANS IS THE BEST AVAILABLE AND MAY NOT BE TOTALLY ACCURATE. ANY DAMAGE TO EXISTING UTILITY LINES, BOTH KNOWN AND UNKNOWN, SHALL BE REPAIRED AT THE EXPENSE OF THE CONTRACTOR.
4. CONTRACTOR TO NOTIFY CITY OF GRANGER 48 HOURS PRIOR TO CONNECTING TO EXISTING UTILITIES.
5. ALL PIPE BEDDING MATERIAL SHALL CONFORM TO CITY OF TAYLOR STANDARD DETAILS.
6. UNLESS OTHERWISE SPECIFIED BY THE ENGINEER ALL CONCRETE IS TO BE CLASS "A" (5 SACK, 3000 PSI ~ 28-DAYS), AND ALL REINFORCING STEEL TO BE ASTM A615 60.
7. CONTRACTOR TO INSTALL AND MAINTAIN GEO-TEXTILE FABRIC BARRIER (INLET PROTECTION) AROUND STORM SEWER LEADS AND INLETS TO PREVENT SILT AND OTHER MATERIAL FROM ENTERING THE STORM SEWER COLLECTION SYSTEM.

CobbFendley
TEXAS REGISTERED ENGINEERING FIRM F-2397
1998 NEAL CT. TEMPLE, TEXAS 76504
254.771.2037 (TEL) 254.771.2037 (FAX)
WWW.COBBFENDLEY.COM

GENERAL NOTES - SHEET 2

FM 971 WATER RELOCATIONS
GRANGER, TEXAS

WILCO TEXAS

SHEET
G-003

LOCATION	505S-B	509S-1	510-AW-1-Dia	SP510-BWM-1" x 1" Dia
	Encasement Pipe 4" SDR 26 PVC (Open Cut)	Trench Excavation Safety Protection System (All Depths)	Pipe, 1 In Dia HDPE (all depths), including Excavation and Backfill	Water Service Relocation, including Corporation Stop, Tap to Main, Water Meter, as well as removal of the existing components
	LF	LF	LF	EA
C-101		223	223	2
C-102	20	450	450	
C-103	23	410	410	1
Total	**43**	**1083**	**1083**	**3**

LOCATION	160 7002	164 7010	164 7015	168 7001	506 6038	506 6039
	FURNISHING AND PLACING TOPSOIL (4")	DRILL SEED (PERM_RURAL_CLAY)	DRILL SEED (TEMP_WARM_COOL)	VEGETATIVE WATERING	TEMP SEDMT CONT FENCE (INSTALL)	TEMP SEDMT CONT FENCE (REMOVE)
	SY	SY	SY	TGL	LF	LF
C-200	214	214	214.0	3.6	201	201
C-201	730	730	869.0	12.3	794	794
Total	**944**	**944**	**1083**	**15.9**	**995**	**995**

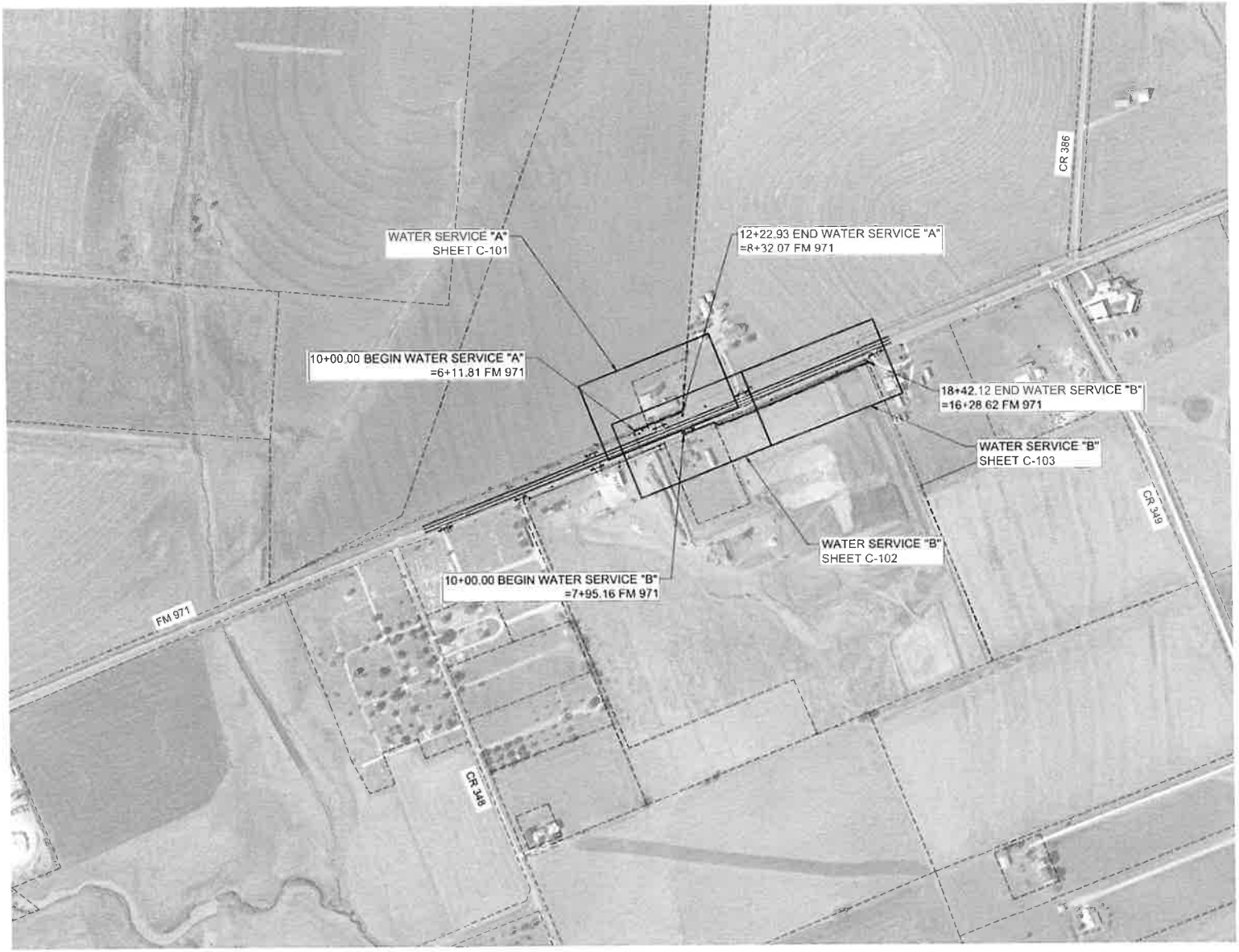
CobbFendley

SUMMARY OF QUANTITIES

FM 971 WATER RELOCATIONS
GRANGER, TEXAS

WILCO TEXAS

SHEET
G-004



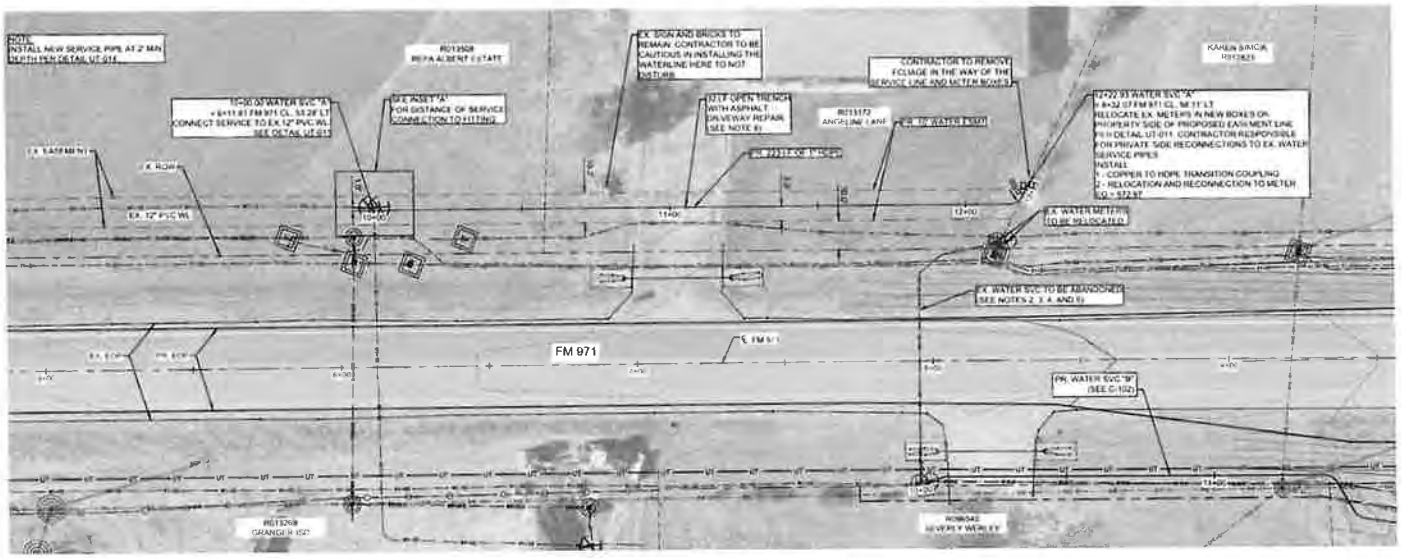
CobbFendley

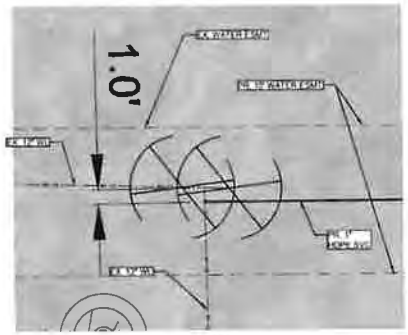
KEY MAP

FM 971 WATER RELOCATIONS
GRANGER, TEXAS

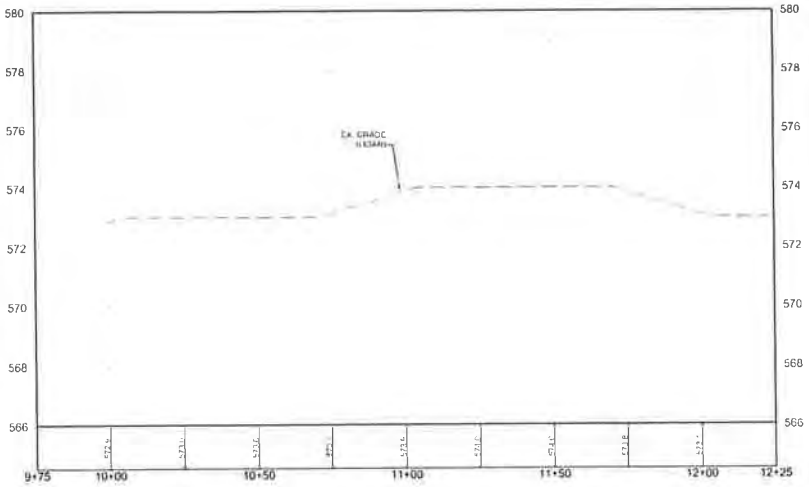
WILCO

SHEET
C-100



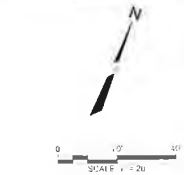


INST-1 "A"



WATER SVC "A" 9+75 TO 12+25

NOTE
PROFILE FIM SENT TO SHOW GRADE ALONG SERVICE. SERVICE PIPE NOT PROFILED.
SURFACE SHOWN IS FROM WILCO LIDAR (2024)



LEGEND

EXISTING GRADE
FLOWLINE OF PIPE
XXX.X
XXX.XX

PROFILE SCALE
1"=20' HORIZ
1"=4' VERT

GENERAL NOTES

1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN IN ARE APPROXIMATE AND ONLY THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING ANY WORK. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MIGHT BE OCCASIONED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. WHEN THE CONTRACTOR IS USING TRENCHLESS INSTALLATION METHODS, THE CONTRACTOR SHALL LOCATE ALL UTILITIES FOR THE ENTIRE LENGTH OF THE INSTALLATION PRIOR TO ANY ACTIVITIES.
2. CONTRACTOR TO OBTAIN CITY OF GRANGER A MINIMUM OF TWO WEEKS NOTICE FOR ALL WATERLINE SHUTDOWNS.
3. EXISTING WATER MAINS ARE TO BE PROTECTED AND REMAIN IN SERVICE UNTIL THE NEW LINES ARE CONSTRUCTED, TESTED, DISINFECTED AND SERVICE LINES RECONNECTED AND THE NEW MAIN IS PLACED IN SERVICE.
4. EXISTING WATER SERVICE LINES AND METERS ARE TO BE PROTECTED AND REMAIN IN SERVICE UNTIL NEW SERVICE LINES ARE CONSTRUCTED, TESTED, APPROVED AND RECONNECTED AND IN SERVICE.
5. EXISTING WATER MAINS THAT ARE TO BE ABANDONED IN PLACE AND ARE UNDER THE PAVED ROADWAY ARE TO BE VALVED AND CAPPED AND FILLED WITH FLOWABLE FILL (INCLUDED IN COST OF PIPE). NO REMOVAL OF EXISTING WATER LINES THAT ARE TO BE ABANDONED IN PLACE AND ARE NOT UNDER THE PAVED ROADWAY ARE TO BE PAID.
6. CONTRACTOR SHALL COORDINATE WITH OVERHEAD POLE LOCATIONS TO DETERMINE AND PROVIDE ANY REQUIRED SUPPORT OF UTILITY POLES DURING TRENCH EXCAVATION OF WATER MAINS ALONG THIS EASEMENT CONTRACT.
7. CONTRACTOR SHALL VERIFY FIELD CONDITIONS PRIOR TO CONSTRUCTION. ANY DISCREPANCIES FROM WHAT IS SHOWN SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER.
8. [illegible] WITH MATERIAL MEETING [illegible] SHALL BE INCIDENTAL TO THE COST OF PIPE.
9. REMOVAL AND REPLACEMENT OF PAVING AND CURBS OR SIDEWALKS ASSOCIATED WITH WATER LINE INSTALLATION SHALL BE INCIDENTAL TO THE COST OF THE PIPE.

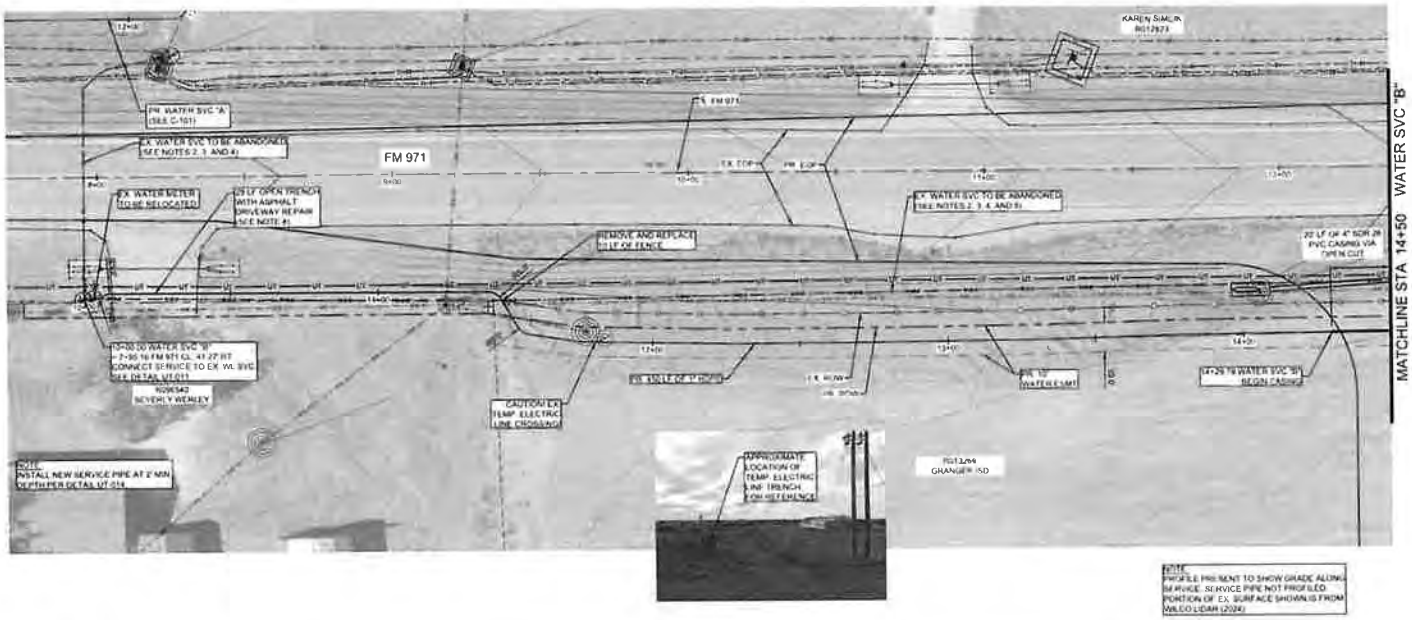
CobbFendley
TBPE NO. F-474 TBPLS NO. 10194382
WWW.CobbFendley.com
TEXAS REGISTERED ENGINEERING FIRM

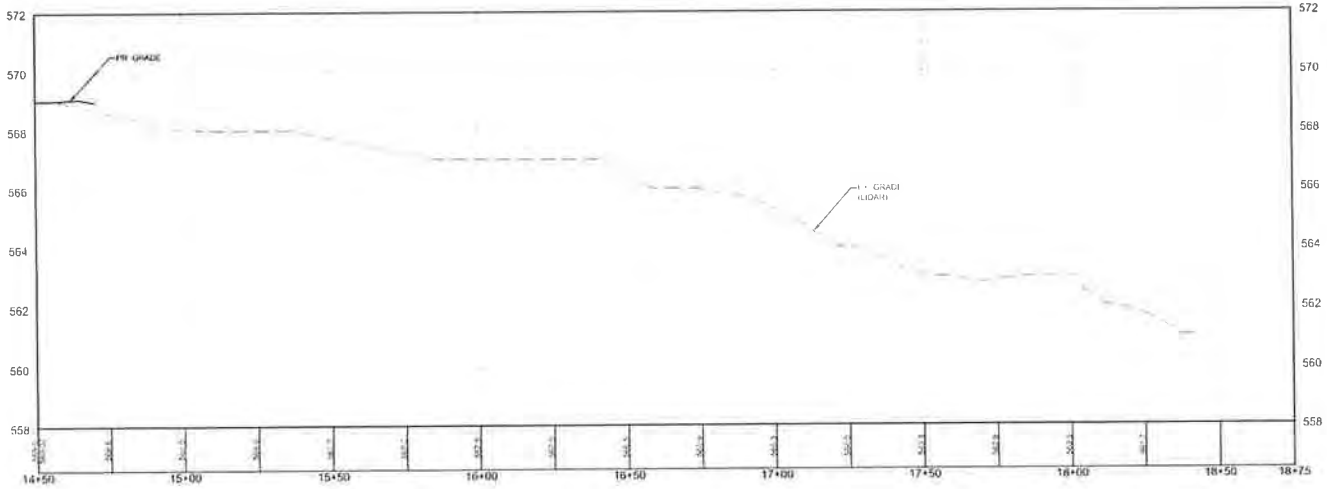
WATER SERVICE "A" - PLAN SHEET
FM 971 WATER RELOCATIONS
GRANGER, TEXAS

WILCO

SUBMITTED
DATE
BY
NO.

SHEET
C-101





WATER SVC "B" 14+50 TO 18+75



LEGEND

GENERAL NOTES:

1. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN TO AID CONTRACTOR'S ASTM QUALITY LEVEL B. CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND ADJUST TO BE FIELD RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MIGHT BE OCCASIONED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. WHEN THE CONTRACTOR'S WORK THREATENS AN INSTALLATION, THE CONTRACTOR SHALL EXCAVATE ALL UTILITIES FOR THE LOCAL LENGTH OF THE INSTALLATION PRIOR TO ANY ACTIVITY.
2. CONTRACTOR TO GIVE CITY OF GRANGER A MINIMUM OF TWO WEEKS NOTICE FOR ALL WATERLINE SHUTDOWNS.
3. EXISTING WATER MAINS ARE TO BE ABANDONED AND REMAIN IN SERVICE UNTIL THE NEW MAINS ARE CONSTRUCTED, TESTED, DISINFECTED AND SERVICE LINES ARE CONNECTED AND THE NEW MAIN IS PLACED IN SERVICE.
4. EXISTING WATER SERVICE LINES AND METERS ARE TO BE PROTECTED AND REMAIN IN SERVICE UNTIL NEW SERVICE LINES ARE CONSTRUCTED, TESTED, DISINFECTED AND RE-CONNECTED AND IN SERVICE.
5. EXISTING WATER MAINS THAT ARE TO BE ABANDONED IN PLACE AND ARE UNDER THE PROPOSED ROADWAY ARE TO BE CUT, CAPPED AND FILLED WITH FLOWABLE FILL. PAYMENT IS TO COST OF PIPE. NO SEPARATE PAY ITEM. ANY WATER LINES THAT ARE TO BE ABANDONED IN PLACE AND ARE NOT UNDER THE PROPOSED ROADWAY WILL BE CAPPED.
6. CONTRACTOR SHALL COORDINATE WITH OVERHEAD POLE COMPANY TO DETERMINE AND PROVIDE ANY REQUIRED TEMPORARY OR PERMANENT POLES DURING CONSTRUCTION IN THE VICINITY OF WATER MAINS THIS LAUNCH AND RECEIVE.
7. CONTRACTOR SHALL VERIFY FIELD CONDITIONS PRIOR TO CONSTRUCTION. ANY DISCREPANCIES FROM WHAT IS SHOWN SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER.
8. CARE ARE REQUIRED WHEN WORKING WITH WATERLINE INSTALLATIONS. SHALL BE INCLUDED IN THE COST OF PIPE.
9. REMOVAL AND REPLACEMENT OF FENCES AND GATES ARE INCIDENTAL ASSOCIATED WITH WATERLINE INSTALLATIONS. SHALL BE INCLUDED IN THE COST OF THE PIPE.

EXISTING GRADE
FLOWLINE OF PIPE

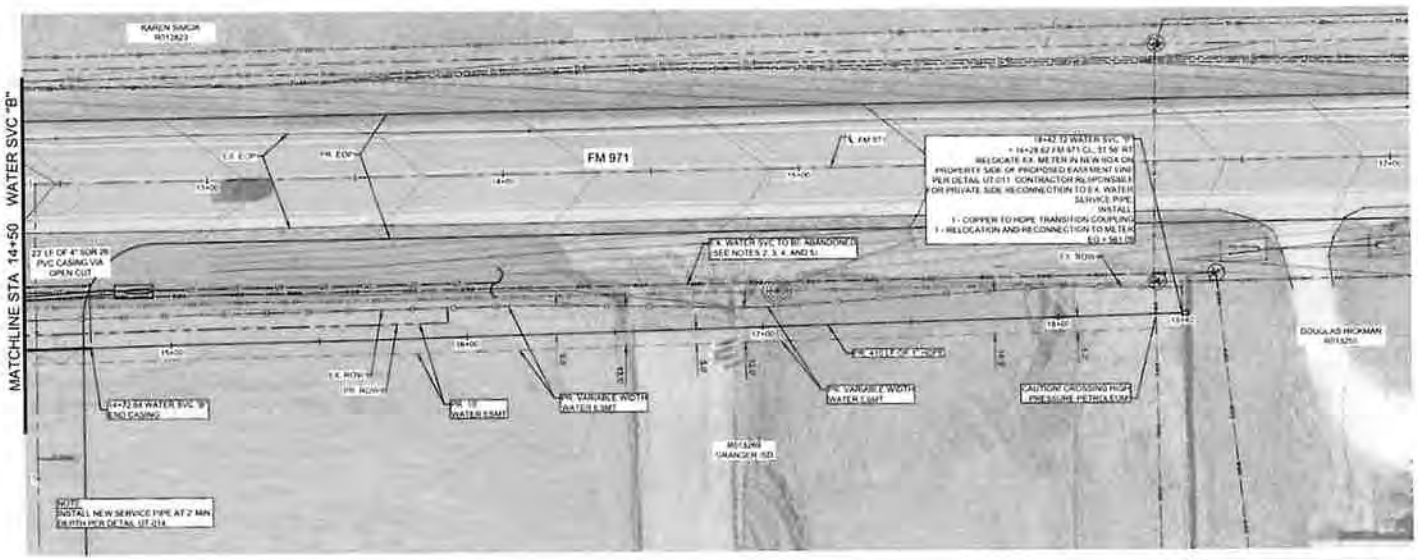
PROFILE SCALE
1"=20' HORIZ
1"=2' VERT

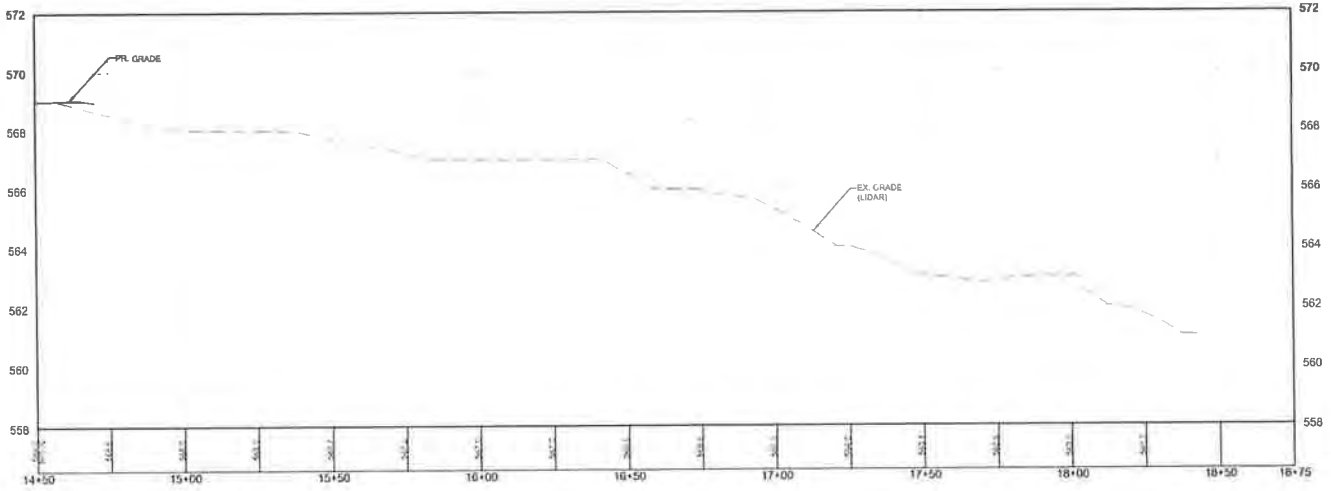
CobbFendley
TBPE FIRM NO. F-2165 TBPLS FIRM NO. 10194382
Austin, Texas 78746 (512) 327-8444

WILCO

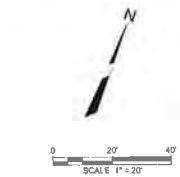
WATER SERVICE "B" - PLAN SHEET 1
FM 971 WATER RELOCATIONS
GRANGER, TEXAS

SHEET
C-102





WATER SVC "B" 14+50 TO 18+75



LEGEND

EX. WATER VALVE
EX. FIRE HYDRANT
EX. WATER METER
EX. POWER POLE
EX. TPED
PR. AIR RELEASE VALVE

GENERAL NOTES:

1. THE LOCATIONS OF EXISTING UTILITY FACILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE SOLELY RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MIGHT BE OCCASIONED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. WHEN THE CONTRACTOR IS USING TRENCHLESS INSTALLATION METHODS, THE CONTRACTOR SHALL EXCAVATE ALL UTILITIES FOR THE ENTIRE LENGTH OF THE TRENCHLESS ITEM TO BE INSTALLED.
2. CONTRACTOR TO GIVE CITY OF GRANGER A MINIMUM OF TWO WEEKS NOTICE FOR ALL WATERLINE SHUTDOWNS
3. EXISTING WATER MAINS ARE TO BE PROTECTED AND REMAIN IN SERVICE UNTIL THE NEW MAINS ARE CONSTRUCTED, TESTED, APPROVED AND SERVICE LINES RECONNECTED AND THE NEW MAIN IS PLACED IN SERVICE
4. EXISTING WATER SERVICE LINES AND METERS ARE TO BE PROTECTED AND REMAIN IN SERVICE UNTIL NEW SERVICE LINES ARE CONSTRUCTED, TESTED, APPROVED AND RECONNECTED AND IN SERVICE.
5. EXISTING WATER MAINS THAT ARE TO BE ABANDONED IN PLACE AND ARE UNDER THE PROPOSED ROADWAY ARE TO BE CUT, CAPPED AND FILLED WITH FLOWABLE FILL SUBSIDIARY TO COST OF PIPE. NO SEPARATE PAY. EXISTING WATER LINES THAT ARE TO BE ABANDONED IN PLACE AND ARE NOT UNDER THE PROPOSED ROADWAY WILL BE CAPPED
6. CONTRACTOR SHALL COORDINATE WITH OVERHEAD POLE COMPANY TO DETERMINE AND PROVIDE ANY REQUIRED SUPPORT OF UTILITY POLES DURING TRENCH EXCAVATION OF WATER MAINS ALONG THIS EASEMENT CORRIDOR
7. CONTRACTOR SHALL VERIFY FIELD CONDITIONS PRIOR TO CONSTRUCTION. ANY DISCREPANCIES FROM WHAT IS SHOWN SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER
8. DRIVEWAY REPAIRS ASSOCIATED WITH WATERLINE INSTALLATIONS SHALL BE SUBSIDIARY TO THE COST OF PIPE
9. REMOVAL AND REPLACEMENT OF FENCES AND GATES ON PROPERTY ASSOCIATED WITH WATERLINE INSTALLATIONS SHALL BE SUBSIDIARY TO THE COST OF THE PIPE.

EXISTING GRADE
FLOW LINE OF PIPE
XXX.X
XXX.X

PROFILE SCALE
1"=20' HORIZ
1"=2' VERT

CobbFendley
8911 N. CAPITAL OF TEXAS HWY. SUITE 3201
AUSTIN, TEXAS 78759
512.837.7160 FAX 512.837.7237
TEXAS REGISTERED ENGINEERING FIRM F-2564

WATER SERVICE "B" - PLAN SHEET 2

FM 971 WATER RELOCATIONS
GRANGER, TEXAS

WILCO TEXAS

SHEET
C-103

EROSION CONTROL PLAN SHEET -
WATER SERVICE "A"

FM 971 WATER RELOCATIONS
GRANGER, TEXAS

WILCO
TEXAS

CobbFendley

SHEET
C-200

EROSION CONTROL PLAN SHEET -
WATER SERVICE "B"

FM 971 WATER RELOCATIONS
GRANGER, TEXAS

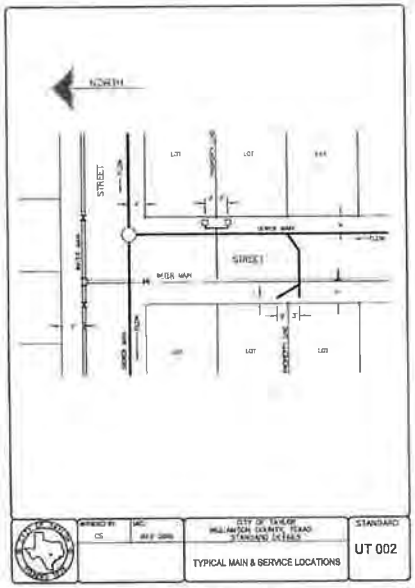
WILCO

Cobb Fendley

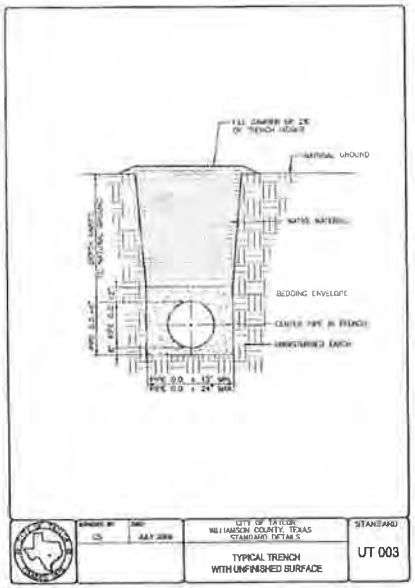
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C-201

LEGEND

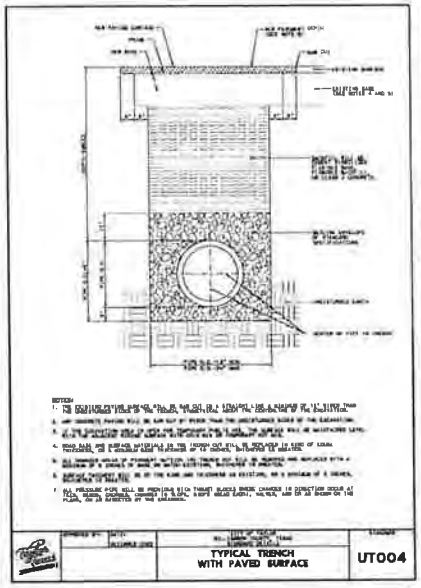
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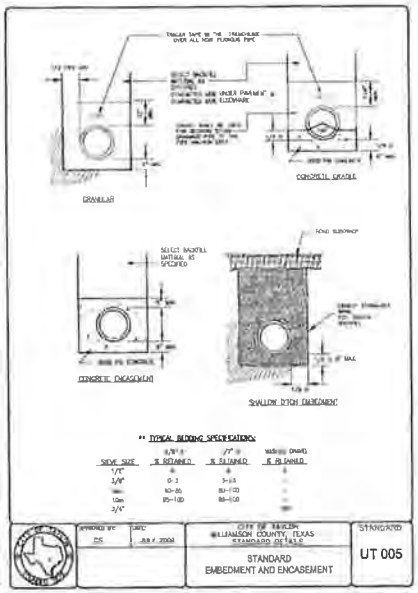
APPROVED BY: CS	DATE: JULY 2006	CITY OF TAYLOR WILLIAMSON COUNTY, TEXAS STANDARD DETAILS	STANDARD UT 002
TYPICAL MAIN & SERVICE LOCATIONS			



APPROVED BY: CS	DATE: JULY 2006	CITY OF TAYLOR WILLIAMSON COUNTY, TEXAS STANDARD DETAILS	STANDARD UT 003
TYPICAL TRENCH WITH UNFINISHED SURFACE			



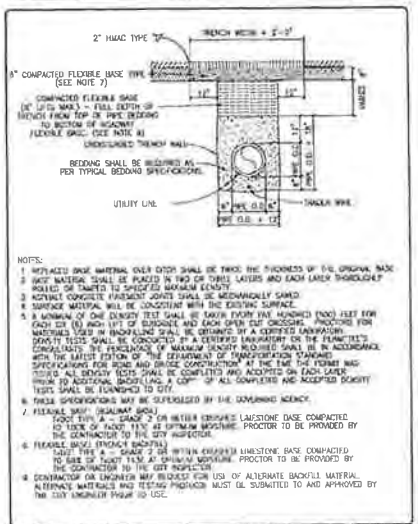
		CITY OF TAYLOR WILLIAMSON COUNTY, TEXAS STANDARD DETAILS	STANDARD UT004
TYPICAL TRENCH WITH PAVED SURFACE			



** TYPICAL BEDDING SPECIFICATIONS:

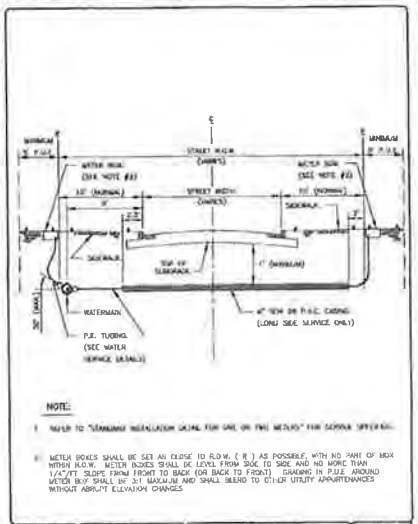
SIEVE SIZE	% RETAINED	% PASSING	% PASSING
1/4"	0	100	
3/8"	0-2	95-100	
No. 10	30-55	50-100	
No. 40	85-100	50-100	
3/4"			

APPROVED BY: CS	DATE: JULY 2006	CITY OF TAYLOR WILLIAMSON COUNTY, TEXAS STANDARD DETAILS	STANDARD UT 005
STANDARD EMBEDMENT AND ENCASEMENT			



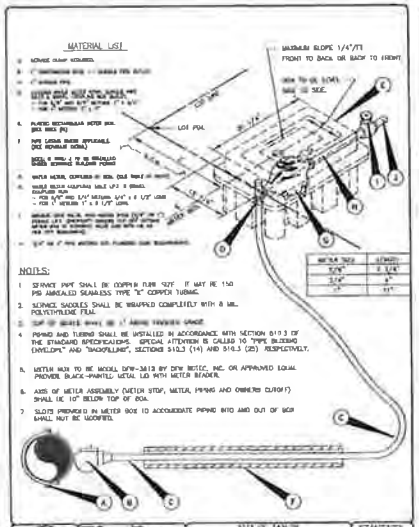
NOTES:
1. WITH ACTU BASE MATERIAL OVER DITCH SHALL BE TWICE THE THICKNESS OF THE ORIGINAL BASE.
2. ASPHALT MATERIAL SHALL BE PLACED IN TWO OR THREE LAYERS AND EACH LAYER THOROUGHLY ROLLED OR TAMPED TO SPECIFIED MAXIMUM DENSITY.
3. ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED.
4. SURFACE MATERIAL WILL BE CONSISTENT WITH THE EXISTING SURFACE.
5. A MINIMUM OF ONE DENSITY TEST SHALL BE TAKEN EVERY FIVE HUNDRED (500) FEET FOR EACH SIX (6) INCH LIFT OF SUBGRADE AND EACH OPEN CUT CROSSING. PROCTORS FOR MATERIALS USED IN BACKFILLING SHALL BE OBTAINED BY A CERTIFIED LABORATORY. DENSITY TESTS SHALL BE CONDUCTED BY A CERTIFIED LABORATORY OR THE ENGINEER'S CONSULTANTS. THE PERCENTAGE OF MAXIMUM DENSITY REQUIRED SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" AT THE TIME THE PERMIT WAS ISSUED. ALL DENSITY TESTS SHALL BE COMPLETED AND ACCEPTED ON EACH LAYER PRIOR TO ADDITIONAL BACKFILLING. A COPY OF ALL COMPLETED AND ACCEPTED DENSITY TESTS SHALL BE FURNISHED TO CITY.
6. THESE SPECIFICATIONS MAY BE SUPERSEDED BY THE GOVERNING AGENCY.
7. FLEXIBLE BASE (ROADWAY BASE)
   TYPE A - GRADE 2 OR BETTER CRUSHED LIMESTONE BASE COMPACTED TO 100% OF PROCTOR TEST AT OPTIMUM MOISTURE. PROCTOR TO BE PROVIDED BY THE CONTRACTOR TO THE CITY INSPECTOR.
8. FLEXIBLE BASE (TRENCH BACKFILL)
   TYPE A - GRADE 2 OR BETTER CRUSHED LIMESTONE BASE COMPACTED TO 95% OF PROCTOR TEST AT OPTIMUM MOISTURE. PROCTOR TO BE PROVIDED BY THE CONTRACTOR TO THE CITY INSPECTOR.
9. CONTRACTOR OR ENGINEER MAY REQUEST FOR USE OF ALTERNATE BACKFILL MATERIAL. ALTERNATE MATERIALS AND TESTING PROTOCOL MUST BE SUBMITTED TO AND APPROVED BY THE CITY ENGINEER PRIOR TO USE.

APPROVED BY: CS	DATE: JULY 2006	CITY OF TAYLOR WILLIAMSON COUNTY, TEXAS STANDARD DETAILS	STANDARD UT 006
TRENCH DETAIL WITH PAVEMENT REPLACEMENT UNDER EXISTING ROADWAY			



NOTE:
1. REFER TO "STANDARD INSTALLATION DETAIL FOR SAND OR PEA GRAVEL" FOR SERVICE SPECIFICS.
2. METER BOXES SHALL BE SET AS CLOSE TO R.O.W. (R) AS POSSIBLE, WITH NO PART OF BOX WITHIN R.O.W. METER BOXES SHALL BE LEVEL FROM SIDE TO SIDE AND NO MORE THAN 1/4"/FT SLOPE FROM FRONT TO BACK (OR BACK TO FRONT). GRADING IN P.U.E. AROUND METER BOX SHALL BE 3:1 MAXIMUM AND SHALL BLEND TO OTHER UTILITY APPURTENANCES WITHOUT ABRUPT ELEVATION CHANGES

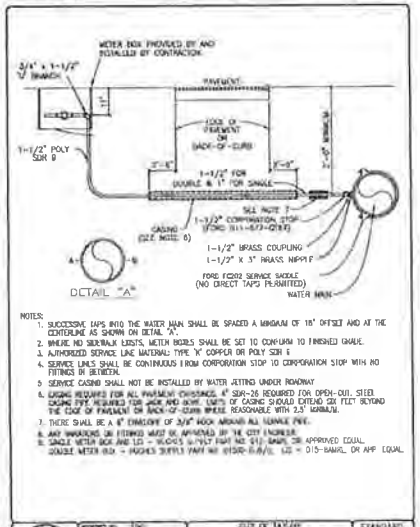
APPROVED BY: CS	DATE: JULY 2006	CITY OF TAYLOR WILLIAMSON COUNTY, TEXAS STANDARD DETAILS	STANDARD UT 010
WATER SERVICE CASING DETAIL			



NOTES:
1. SERVICE PIPE SHALL BE COPPER TUBE "CTT". IT MAY BE 150 PSI ANNEALED SEAMLESS TYPE "K" COPPER TUBING.
2. SERVICE SADDLES SHALL BE WRAPPED COMPLETELY WITH 8 MIL POLYETHYLENE FILM.
3. CURB STOP SHALL BE ¾" ANGLE FAUCET GRADE.
4. PIPING AND TUBING SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 810.3 OF THE STANDARD SPECIFICATIONS. SPECIAL ATTENTION IS CALLED TO "PIPE BEDDING ENVELOPE" AND "BACKFILLING", SECTIONS 810.3 (14) AND 810.3 (25) RESPECTIVELY.
5. METER MAY TO BE MODEL DFW-3613 BY DFW METEC, INC. OR APPROVED EQUAL PROVIDE BLACK-PAINTED METAL LID WITH METER READER.
6. AXIS OF METER ASSEMBLY (METER STOP, METER, PIPING AND CHANGE OF FLOW) SHALL BE 10" BELOW TOP OF BOX.
7. SLOTS PROVIDED IN METER BOX TO ACCOMODATE PIPING INTO AND OUT OF BOX SHALL NOT BE ELONGATED.

METER SIZE	A (MIN)
5/8"	9 1/4"
3/4"	9"
1"	11"

		CITY OF TAYLOR WILLIAMSON COUNTY, TEXAS STANDARD DETAILS	STANDARD UT 011
SINGLE 5/8", 3/4" OR 1" WATER METER DETAIL			



NOTES:
1. SUCCESSIVE TAPS INTO THE WATER MAIN SHALL BE SPACED A MINIMUM OF 18" OFFSET AND AT THE CENTERLINE AS SHOWN ON DETAIL "A".
2. WHERE NO SIDEWALK EXISTS, METER BOXES SHALL BE SET TO CONFORM TO FINISHED GRADE.
3. AUTHORIZED SERVICE LINE MATERIAL: TYPE "K" COPPER OR POLY SDR 9.
4. SERVICE LINES SHALL BE CONTINUOUS FROM CORPORATION STOP TO CORPORATION STOP WITH NO FITTINGS OR DETECTION.
5. SERVICE CASING SHALL NOT BE INSTALLED BY WATER JETTING UNDER ROADWAY.
6. CASING REQUIRED FOR ALL PAVEMENT CROSSINGS. 4" SDR-26 REQUIRED FOR OPEN-CUT. STEEL CASING TYPE REQUIRED FOR JACK AND BORE. LIMITS OF CASING SHOULD EXTEND SIX FEET BEYOND THE FACE OF PAVEMENT OR BACK-OF-CURB WHERE REASONABLE WITH 2.5' MINIMUM.
7. THERE SHALL BE A 6" OVERLAP OF 3/4" HOOK AROUND ALL SADDLE PIPE.
8. ANY MARKINGS OR STENCILS MUST BE APPROVED BY THE CITY ENGINEER.
9. SINGLE METER BOX AND LID = BROOKS 3619LT PART NO. 619-3619LT, LID = 015-BAMRL OR AMP EQUAL.
   DOUBLE METER BOX = BROOKS 3619T2 PART NO. 619D-3619T2, LID = 015-BAMRL OR AMP EQUAL.

APPROVED BY: CS	DATE: JULY 2006	CITY OF TAYLOR WILLIAMSON COUNTY, TEXAS STANDARD DETAILS	STANDARD UT 014
TYPICAL WATER SERVICE ELEVATION			

CobbFendley
Texas Registered Engineering Firm F-2165
Texas Registered Surveying Firm LS-100
505 E. Huntland Drive, Suite 250
Austin, Texas 78752
512.836.3309 FAX 512.836.3723
www.cobbfendley.com

NO.	REVISION DESCRIPTION	BY	DATE

APPROVED
DATE:

STANDARD WATER DETAILS

FM 971 WATER RELOCATIONS
GRANGER, TEXAS

WILCO
TEXAS

PROJECT NO. 1181.0001.01
DESIGNED BY: MATTSON
DRAWN BY: MATTSON
CHECKED BY: CLEMENTS
DATE: 8/29/2022

SHEET
C-501

Utility Adjustment for Williamson County Project

Williamson County
STANDARD
SUA ESTIMATE

City of Granger
FM 971

The cost estimate items must be sufficiently detailed to provide Williamson County with a reasonable basis for analysis. Items should include appropriate units and unit price for each (applies to all "EA" or "LS" items).

Labor & Material to be procured by Williamson County - JOINT BID Line Item / Item Description	Unit	Quantity	$/Unit		Total
FURNISHING AND PLACING TOPSOIL (4")	SY	1082	$5.75	$	6,221.50
EROSION CONTROL COMPOST (3")	SY	271	$3.06	$	829.26
MULCH TOPDRESSING (5")	SY	271	$1.00	$	271.00
SEEDING FOR EROSION CONTROL (TEMP)(COOL) (TY 4)	SY	541	$0.89	$	481.49
SEEDING FOR EROSION CONTROL (PERM)(WARM)(TY 5)	SY	1082	$1.80	$	1,947.60
FERTILIZER	TON	0.068	$1,350.00	$	91.80
VEGETATIVE WATERING	MG	32	$540.00	$	17,280.00
BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2	$11,167.00	$	22,334.00
TEMP SEDMT CONT FENCE (INSTALL)	LF	295	$22.00	$	6,490.00
TEMP SEDMT CONT FENCE (REMOVE)	LF	295	$2.25	$	663.75
ENCASEMENT PIPE 4" SDR 26 PVC (OPEN CUT)	LF	43	$80.00	$	3,440.00
TRENCH EXCAVATION SAFETY PROTECTION SYSTEM (ALL DEPTHS)	LF	1083	$4.00	$	4,332.00
PIPE, 1 IN DIA HDPE (ALL DEPTHS), INCLUDING EXCAVACATION & BACKFILL	LF	1083	$55.00	$	59,565.00
WATER SERVICE RELOCATION, INCLUDING CORPORATION STOP, TAP TO MAIN, WATER METER, AS WELL AS REMOVAL OF EXISTING COMPONENTS	EA	2	$2,000.00	$	4,000.00
MOBILIZATION	EA	1	$2,128.00	$	2,128.00
EROSION CONTROL	EA	1	$10,642.50	$	10,642.50
				$	-
X Select this row and Insert to add rows. Drag to fill formulas from top cell.			SUBTOTAL	$	140,717.90

Internally Supplied Materials - documented with Certified Ledger at Payment Line Item / Item Description	Unit	Quantity	$/Unit		Total
N/A				$	-
OVERHEAD (%)	Enter % if applicable		0.00%	$	-
			SUBTOTAL	$	-

Externally Acquired Materials - documented with Invoices and/or Checks Line Item / Item Description	Unit	Quantity	$/Unit		Total
N/A				$	-
			SUBTOTAL	$	-
			MATERIALS SUBTOTAL	$	140,717.90

* Indicated items are being tracked for **Buy America Compliance** and will be documented using **Form 1818** and all supporting documentation prior to installation (Buy America Compliance only applies when state or federal funding is present).

X Indicated items are IRON or STEEL, but will not be tracked for Buy America Compliance due to falling under the DE MINIMUS of $2,500, or .1% of the project total cost, whichever is greater (Buy America Compliance only applies when state or federal funding is present). Sum of De Minimus Items $0.00

Williamson County contractor labor - JOINT BID Line Item / Item Description	Unit	Quantity	$/Unit		Total
				$	-
N/A			SUBTOTAL	$	-

Internal Labor Costs - documented with Certified Ledger at payment. Line Item / Item Description	Unit	Quantity	$/Unit		Total
N/A				$	-
OVERHEAD (%)	Enter % if applicable		0.00%	$	-
			SUBTOTAL	$	-

External Labor Costs - documented with Invoices and / or checks Line Item / Item Description	Unit	Quantity	$/Unit		Total
N/A				$	-
			SUBTOTAL	$	-
			LABOR SUBTOTAL	$	-

Engineering Procured by Williamson County - 100% eligibility required Line Item / Item Description	Unit	Quantity	$/Unit		Total
Design (CobbFendley)	EA	1	$27,838.00	$	27,838.00
Bid (CobbFendley)	EA	1	$2,802.00	$	2,802.00

Construction (CobbFendley)	EA	1	$15,887.00	$	15,887.00
			SUBTOTAL	$	46,527.00

Internal Engineering - Costs Documented with Certified Ledger at payment. Line Item / Item Description	Unit	Quantity	$/Unit		Total
				$	-
N/A			SUBTOTAL	$	-
Internal Survey / Landman				$	-
N/A			SUBTOTAL	$	-
Internal Inspection				$	-
N/A			SUBTOTAL	$	-
Internal Administration				$	-
N/A			SUBTOTAL	$	-
Internal Engineering/ Survey/ Inspection/ Administration Overhead				$	-
OVERHEAD (%)	Enter % if applicable		0.00%		
			SUBTOTAL	$	-

External Engineering - Cost documented with INVOICES and / or CHECKS Line Item / Item Description	Unit	Quantity	$/Unit		Total
Virtual Project Meeting	HR	1	$180.00	$	180.00
Plan Reviews (2 reviews)	HR	3	$180.00	$	540.00
Site Meeting	HR	1	$180.00	$	180.00
Site Visits (2 hours/week for 4 weeks)	HR	8	$180.00	$	1,440.00
			SUBTOTAL	$	2,340.00
External Survey/ Landman				$	-
N/A			SUBTOTAL	$	-
External Inspection					
Inspection (4 hours/week for 4 weeks)	HR	16	$90.00	$	1,440.00
			SUBTOTAL	$	1,440.00
Engineering / Administration / Inspection SUBTOTAL				$	50,307.00

Existing Easement Compensation - following Quit Claim / Eligibility Ratio not applied. Line Item / Item Description	Unit	Quantity	$/Unit		Total
				$	-
N/A			SUBTOTAL	$	-
Replacement Easement Compensation - following Quit Claim / Eligibility Ratio is applied. Documentation of actual cost must be supplied at billing.				$	-
N/A			SUBTOTAL	$	-
Easement Compensation SUBTOTAL				$	-

SUMMARY:

Total Project Cost	$	191,024.90
Amount Payable in Williamson County Contract (Joint Bid)	$	187,244.90
Utility Cost	$	3,780.00
0.00%	$	-
Gross Reimbursable to Utility	$	3,780.00
SALVAGE and/or Depreciation CREDIT	$	-
0.00% Ratio Deduction	$	-
Amount reimbursable after Betterment and Salvage Credit	$	3,780.00
100.00%		
NET REIMBURSEMENT TO UTILITY	$	3,780.00

Version 1.0

Attachment "B"
Accounting Method

☒ Actual Cost Method of Accounting

The Utility accumulates cost under a work order accounting procedure prescribed by the Federal or State regulatory body and proposes to request reimbursement for actual direct and related indirect costs.

☐ Lump Sum Method of Accounting

Utility proposed to request reimbursement based on an agreed lump sum amount supported by a detailed cost analysis.

Initial	Date	MS	4.24.25
County		Initial	Date
		Utility	

Attachment "C"
Schedule of Work

Estimated Start Date (mm/dd/yyyy): 07/01/2025, subject to physical work restrictions prior to the issuance of environmental clearance as required by the provisions of this Agreement. (If construction will be joint bid and included in the highway contract, enter the Project let date.)

Estimated Duration (number of days): 63

Estimated Completion Date (mm/dd/yyyy): 11/10/2025

☒ Joint Bid Construction – Actual construction dates may vary as determined by the Project contractor or the County.

Initial	Date	Initial	Date
		YMS	4-30-25
County		Utility	

Attachment "D"
Statement Covering Contract Work

Engineering Contract:

☐ Utility performing with their own forces. (Certified timesheets or ledgers are required at billing.)

☒ Utility will use consultant contract (Continuing contract rate sheets of fee schedule must be attached.)

☒ The County will procure a utility engineering consultant (Engineering rate sheet must be attached.)

Construction Contract:

☐ Utility performing with their own forces. (Certified timesheets or ledgers are required at billing.)

☐ Utility will use outside forces to perform the accommodation. (Complete the Procedure to be used in Contracting Work below.)

☒ The County will complete the accommodation joint-bid as indicated below. (Option D) (WILCO-U-JB also required)

Statement Covering Utility Construction Contract Work

I, Mayor Monica Stojanik, a duly authorized and qualified representative of City of Granger, hereinafter referred to as Utility, am fully cognizant of the facts and make the following statements in respect to the work which will or may be done on a contract basis as it appears in the estimate (Attachment A), to which this statement is attached.

It is more economical and/or expedient for Utility to contract this accommodation, or Utility is not adequately stated or equipped to perform the necessary work on this Project with its own forces to the extent as indicated on the estimate.

Procedure to be used in Contracting Work:

☐ **Option A:**

Solicitation of bids is to be accomplished through open advertising and contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Associated bid tabulations must be provided to the County at billing.

Initial	Date	Initial	Date
County		Utility	

☐ **Option B:**

Solicitation of bids is to be accomplished be circulating to a list of pre-qualified contractors or known qualified contractors who submits a proposal in conformity with the requirements and specifications for the work to be performed. Associated bid tabulations will be provided to the County. Such presently known contractors are listed below: (a list may be attached)

1. _____
2. _____
3. _____

☐ **Option C:**

The work is to be performed under an existing continuing contract under which certain work is regularly performed for Utility and under which the lowest available costs are developed. The existing continuing contract will be made available for the County for review at a location mutually acceptable to the Utility and the County. If only part of the work is to be done under an existing contract, a Continuing Contract Rate sheet must be attached.

☒ **Option D:**

The Utility plans and specifications, with the consent of County, will be included in the construction contract awarded by the County. In the best interest of both the County and Utility, the Utility request the County to include the plans and specifications for this work in the general contract for construction of the Project FM 971, so that the work may be can be coordinated with the other construction operations; and the construction contract is to be awarded by the County to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. If this option is chosen, attach form WILCO-U-JB, the terms of which are incorporated herein by reference.

_____ _____

Signature Date

_____

Title

_____ _____ MS 4.24.25

Initial Date Initial Date

County Utility

Form WILCO-U-SUA

WILCO-U-JB
Statement Covering Utility Construction Contract Work – In the Williamson County's Project Construction Contract

Work Responsibilities

A. The County (Utility or County) is responsible for engaging the services of a Texas Registered Professional Engineer to prepare drawings and technical specifications for the required accommodations along FM 971.

B. The County (Utility or County) will develop the plans and specifications for the County to include in the current planning specifications and estimate package being prepared by representatives of the County.

C. The Utility (Utility or County) will secure all necessary permitting as may be required for the installation of the water line on behalf of the utility.

D. The Utility (Utility or County) will secure all necessary easements as may be required for the installation of the water line on behalf of the utility.

E. The **Utility** shall provide the following services under this Agreement:

MS 4.30.25
Initial Date
Utility

i. ~~Responsible for engaging the services of a Texas Registered Professional Engineer to prepare drawings and technical specifications for relocations and adjustments along FM 971.~~

MS 4.30.25
Initial Date
Utility

ii. ~~Provide the plans and specifications to the County to include in the current planning specifications and estimate package being prepared by representatives of the Williamson County.~~

iii. Secure all necessary permitting as may be required for the installation of the water line.

iv. Arrange and coordinate with the contractor, through the County, materials and equipment testing, rejection of all work not conforming to minimum requirements of the construction contract documents, maintenance of the proposed water during construction, and the relocation of water facilities and connection of services to customers.

v. Advise the County of work that Utility determines should be corrected or rejected.

vi. Arrange, observe, and inspect all acceptance testing and notify the County of the results of these activities.

Initial Date
County

MS 4-24-25
Initial Date
Utility

vii. Provide inspection services for the construction, notify the County of defects and deficiencies in the work, and observe actions of the contractor to correct such defects and deficiencies.

viii. Assume all responsibility for the maintenance of the existing water facilities during and upon completion of the construction contract.

ix. Ensure all Texas Commission on Environmental Quality and all other regulatory rules, regulations and laws are strictly adhered to.

x. Prepare and submit both a certificate of substantial completion and a list of observed items requiring completion or correction for the relocations and adjustments to the Project Engineer for concurrence.

xi. Coordinate all construction activities performed by Utility's staff for the relocations and adjustments through the Project Engineer.

F. The **County** shall provide the following services under this Agreement:

i. Combine the water facility relocation and adjustment plans with the plans being prepared for the Project.

ii. Review and approve the final construction plans prior to any construction-related activities. In order to ensure federal and/or state funding eligibility, projects must be authorized by the County prior to advertising for construction.

iii. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project.

iv. Negotiate and administer all field changes and change orders required for the Project. All change orders increasing construction costs for Utility's Project shall be submitted to Utility for review and approval together with an evaluation. Utility agrees to review and either approve or disapprove all change orders within five (5) business days after receipt of such order unless Utility Board's approval is necessary in which case Utility shall bring the item to Utility Board as soon as reasonably possible.

v. Provide overall project management to supervise the day-to-day activities of the construction and monitor the activities of the contractor to promote the timely and efficient completion of the Project in accordance with the approved Plans and Specifications and construction schedule.

vi. Conduct field observations and coordinate with Utility's inspectors and the contractor to cure defects and deficiencies in the construction prior to final acceptance.

vii. Make timely payment to the contractor for work performed in connection with the Project.

viii. Ensure access and permit Utility's inspectors and other authorized representatives to inspect the construction at all times.

		YMS	4-24-25
Initial	Date	Initial	Date
County		Utility	

ix. Conduct and coordinate final inspection of the Project in the presence of Utility's Engineer and Inspector, transmit final list of items to be completed or repaired and observe contractor correction of same.

x. Maintain job file.

Initial	Date	YMS	4-24-25
County		Utility	

Attachment "E"
Utility Joint Use Agreement

☐ Utility Joint Use Agreement (WILCO–U–JUA)
- ☐ Plans with highlighted areas to be joint used are included.

☒ Utility Installation Review/Permit Number: 00002/20250428/400031/523416/UP
The utility must obtain an approved permit before the start of construction inside the County right of way.

☐ Utility Prior Rights Agreement
- ☐ Plans with prior rights area highlighted are included.

☐ Quit Claim will be submitted at the Final Billing
Area of existing easements to be quit claimed is noted in the plans.

Initial	Date	YMS	4-24-25
County		Utility	

Form WILCO-U-SUA

Attachment "F"
Eligibility Ratio

Eligibility Ratio established: 100 %

☐ Interstate roadway

☒ Non-interstate roadway / project

NOTE:

City of Granger's 1" Waterline is currently in conflict with the proposed Right Turn Lane along FM971. To maintain the project schedule, Williamson County intends to relocate the water line out of conflict at County's cost.

Initial	Date	Initial	Date
		JMS	4.24.25
County		Utility	

Attachment "G"
Betterment Calculation and Estimate

☒ No Betterment

☐ Elective Betterment Ratio established: %

- ☐ Betterment % Calculation is attached
- ☐ Comparative Estimate including betterment and in-kind is attached

☐ Forced Betterment

- ☐ To comply with regulated industry standards, laws, and regulations. (Supporting documentation is attached)
- ☐ To comply with published current design practice followed by the utility in its own work. (Supporting documentation is attached)
- ☐ Due to proposed project design. (Provide explanation below)

Description of Elective Betterment included in this accommodation:

Statement justifying Forced Betterment included in this accommodation:

Initial	Date	YMS	4.24.25
		Initial	Date
County		Utility	

Attachment "H"
Proof of Property Interest

☐ Supporting documentation of compensable property interest that establishes reimbursement eligibility.

☐ Property interest documented through the following applicable affidavits and required attachments are attached.

- ☐ WILCO-U-Affidavit
  - ☐ Utility Owner
    AND
  - ☐ Disinterested Party or Landowner
- ☐ Pole attachment with utility holding a compensable property interest.

NOTE:

City of Granger's 1" Waterline is currently in conflict with the proposed Right Turn Lane along FM971. To maintain the project schedule, Williamson County intends to relocate the water line out of conflict at County's cost.

Initial	Date
County	

Initial	Date
YMS	4-24-25
Utility	

Commissioners Court - Regular Session **60.**

Meeting Date: 05/13/2025

CR 110 North (CR 111 to Sam Houston) – Discretionary Service Agreement with Oncor Electric

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding the Discretionary Service Agreement with Oncor for utility relocations on the CR 110 North Project, a 2023 Road Bond Project in Commissioner Precinct 4. Project: P695 Fund Source: Road Bond

Background

Oncor has existing facilities in conflict with the CR 110 North Project. The Discretionary Service Agreement for the relocations is for a total amount of $12,508.20. Oncor is 100% eligible for reimbursement. The total anticipated reimbursement to Oncor by the County is $12,508.20 (100% of $12,508.20).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR110-Oncor-DSA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/08/2025 01:10 PM
Form Started By: Julissa Vasquez		Started On: 05/08/2025 07:38 AM
Final Approval Date: 05/08/2025		

6.3.5 Discretionary Service Agreement

This Discretionary Service Agreement ("Agreement") is made and entered into this 17th day of April, 2025 , by Oncor Electric Delivery Company LLC ("Company"), a Delaware limited liability company and distribution utility, and Williamson County ("Customer"), a political subdivision of the State of Texas, each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **Discretionary Services to be Provided** -- Company agrees to provide, and Customer agrees to pay for, the following discretionary services in accordance with this Agreement.

Customer has requested for the overhead facilities to be relocated at CR 110 North (2929 Bell Gin Rd). To accommodate this request the following will need to be installed: 2 new poles, 2 new down guys, approximately 190 linear feet of single phase overhead. To be removed: 1 pole, 2 down guys, approximately 410 linear feet of single phase overhead. For a total reimbursable cost of $12,508.20, Company shall complete the described services in compliance with the plans and specifications as shown in Exhibit "A" attached hereto and incorporated herein.

2. **Nature of Service and Company's Retail Delivery Service Tariff** -- Any discretionary services covered by this Agreement will be provided by Company, and accepted by Customer, in accordance with applicable Public Utility Commission of Texas ("PUCT") Substantive Rules and Company's Tariff for Retail Delivery Service (including the Service Regulations contained therein), as it may from time to time be fixed and approved by the PUCT ("Company's Retail Delivery Tariff"). During the term of this Agreement, Company is entitled to discontinue service, interrupt service, or refuse service initiation requests under this Agreement in accordance with applicable PUCT Substantive Rules and Company's Retail Delivery Tariff. Company's Retail Delivery Tariff is part of this Agreement to the same extent as if fully set out herein. Unless otherwise expressly stated in this Agreement, the terms used herein have the meanings ascribed thereto in Company's Retail Delivery Tariff.

3. **Discretionary Service Charges** -- Charges for any discretionary services covered by this Agreement are determined in accordance with Company's Retail Delivery Tariff. Company and Customer agree to comply with PUCT or court orders concerning discretionary service charges.

4. **Term and Termination** -- This Agreement becomes effective upon execution by both Parties and continues in effect until the discretionary services described herein are complete and payment is received in full from Customer . Termination of this Agreement does not relieve Company or Customer of any obligation accrued or accruing prior to termination.

5. **No Other Obligations** -- This Agreement does not obligate Company to provide, or entitle Customer to receive, any discretionary service not expressly provided for herein. Customer is responsible for making the arrangements necessary for it to receive any further discretionary services that it may desire from Company or any third party.

6. **Governing Law and Regulatory Authority** -- This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to all valid, applicable federal, state, and local laws, ordinances, and rules and regulations of duly constituted regulatory authorities having jurisdiction.

7. **Amendment** --This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties. But changes to applicable PUCT Substantive Rules and Company's Retail Delivery Tariff are applicable to this Agreement upon their effective date and do not require an amendment of this Agreement.

8. **Entirety of Agreement and Prior Agreements Superseded** -- This Agreement, including all attached Exhibits, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the service(s) expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, including without limitation N/A , and all such agreements and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

9. **Notices** -- Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

(a) If to Company:
Oncor Electric Delivery
Ryan Kreuzer
3620 Franklin Ave
Waco, Texas 76710

(b) If to Customer:
Williamson County
County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other.

10. **Invoicing and Payment** – Invoices for any discretionary services covered by this Agreement will be mailed by Company to the following address (or such other address directed in writing by Customer), unless Customer is capable of receiving electronic invoicing from Company, in which case Company is entitled to transmit electronic invoices to Customer.

Williamson County
County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

If Company transmits electronic invoices to Customer, Customer must make payment to Company by electronic funds transfer. Electronic invoicing and payment by electronic funds transfer will be conducted in accordance with Company's standard procedures. Company must receive payment pursuant to the requirements of the Prompt Payment Act, Chapter 2251 of the Texas Government Code.

11. **No Waiver** -- The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

12. **Taxes** -- All present or future federal, state, municipal, or other lawful taxes (other than federal income taxes) applicable by reason of any service performed by Company, or any compensation paid to Company, hereunder must be paid by Customer.

13. **Headings** -- The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

14. **Multiple Counterparts** -- This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

15. **Disclosure of Underground Facilities –** Customer has disclosed to Company all underground facilities owned by Customer or any other party that is not a public utility or governmental entity, that are located within real property owned by Customer. In the event that Customer has failed to do so, or in the event of the existence of such facilities of which Customer has no knowledge, Company, its agents and contractors, shall have no liability, of any nature whatsoever, to Customer, or Customer's agents or assignees, for any actual or consequential damages resulting directly or indirectly from damage to such undisclosed or unknown facilities.

16. Prohibition on Agreements with Certain Foreign-Owned Companies in Connection with Critical Infrastructure -- Customer represents and warrants that it does not meet any of the ownership, control, or headquarters criteria listed in Lone Star Infrastructure Protection Act, Chapter 113 of the Texas Business and Commerce Code, as added by Act of June 18, 2021, 87th Leg., R.S., Ch. 975 (S.B. 2116) (relating to China, Iran, North Korea, Russia, and any other country designated by the Texas governor as a threat to critical infrastructure).

17. **Other Terms and Conditions** --

(a) Company agrees that invoices for the work performed hereunder shall be sent to Customer at the address in Paragraph 10 above in a form reasonably acceptable to Customer's auditor upon completion by Company and acceptance by Customer, which acceptance shall not be unreasonably withheld, of the discretionary services described herein.

(b) After reasonable investigation and to the best of its current knowledge Customer has disclosed to Company all underground facilities owned by Customer or any other party that is not a public utility or governmental entity, that are located within real property owned by Customer. In the event that Customer has failed to do so, or in the event of the existence of such facilities of which Customer has no knowledge, Company, its agents and contractors, shall have no liability, of any nature whatsoever, to Customer, or Customer's agents or assignees, for any actual or consequential damages resulting from damage to such undisclosed or unknown facilities, unless arising from Company's gross negligence.

(c) Company shall use good faith efforts under its Tariff for Retail Delivery Service and in accordance with Good Utility Practice to complete the described services in compliance with the plans and specifications as shown in Exhibit "A" ,contingent upon weather, force majeure or other unforeseen circumstances.

(d) Billing Amount: $12,508.20, which includes full reimbursement for all of Company's costs, including applicable taxes. Parties agree that no additional taxes will be added to the billing amount above and beyond Company's full costs.

(e) The following Exhibits are attached to this Agreement (select as applicable):

Exhibit "A"—Plans, Specifications and Estimated Costs
Exhibit "B"—Eligibility Ratio
Exhibit "C"---Betterment Calculation and Estimates
Exhibit "D"---Proof of Property Interest

APPROVED
By Christen Eschberger at 10:59 am, May 08, 2025

CR 110 North (P695)
CR 111 to Sam Houston Ave

Received
May 05, 2025
HNTB Corporation
Round Rock

REVIEWED
By Daniel Flores-Gutierrez at 7:31 pm, May 07, 2025

REVIEWED
By Eddie Church, P.E. at 4:42 pm, May 05, 2025

IN WITNESS WHEREOF, the Parties have caused this Agreement to be sign by their respective duly authorized representatives.

ONCOR ELECTRIC DELIVERY COMPANY, LLC

BY: Ryan Kreuzer

TITLE: Utility Designer

DATE: 4/17/2025

WILLIAMSON COUNTY

BY: _____
Steven Snell

TITLE: _____
County Judge

DATE: _____

Statement of Charges

PO Box 910104
Dallas TX 75391-0104

KREUZER, RYAN
254-405-7439
Ryan.Kreuzer@oncor.com

Date: 04/17/2025
Project No: 26811940
Transaction ID: 6580

Bill To:
Williamson County
County Auditor
710 S Main St, Ste 101
Georgetown, TX 78626

Project Location
Street Address:
2929 BELL GIN RD
City: GEORGETOWN
County: WILLIAMSON

Billing Description	Amount Due
CIAC Bill for work order 26811940	$12,508.20
Price quoted is valid for thirty (30) days from the date of this document.	$12,508.20

Remittance Options:

Check Instructions

Make all checks payable to Oncor Electric Delivery Company, LLC

Please put the Transaction ID & Project No. in the Check Memo

Electronic Funds Transfer / EFT Instructions

JP Morgan Chase Bank / Dallas

Account Number 08806169791

Routing Numbers

ABA: 021-000-021 (Wire Transfer)

ABA: 111-000-614 (ACH payments)

Federal Tax ID: 75-2967830

If an EFT is made please have your financial institution include the tracking number

Also, email Confirmation number and transfer date to Jennifer.Harris@oncor.com

THANK YOU FOR YOUR BUSINESS!

REMITTANCE SLIP

Detach this portion of the invoice to accompany payment and mail it with your check

Checks are to be made payable to **Oncor Electric Delivery Company, LLC**

Please retain the above statement for your records

Remit To

Oncor Electric Delivery Company, LLC
Attn: HARRIS, JENNIFER; KREUZER, RYAN
PO Box 910104
Dallas TX 75391-0104

Customer Name

Williamson County

Project Number: 26811940

Transaction ID: 6580

Total Amount Paid:

$12,508.20

Attachment A

Plans, Specifications, and Estimated Costs

Plans:

Next page in document

Reimbursable Estimated Costs:

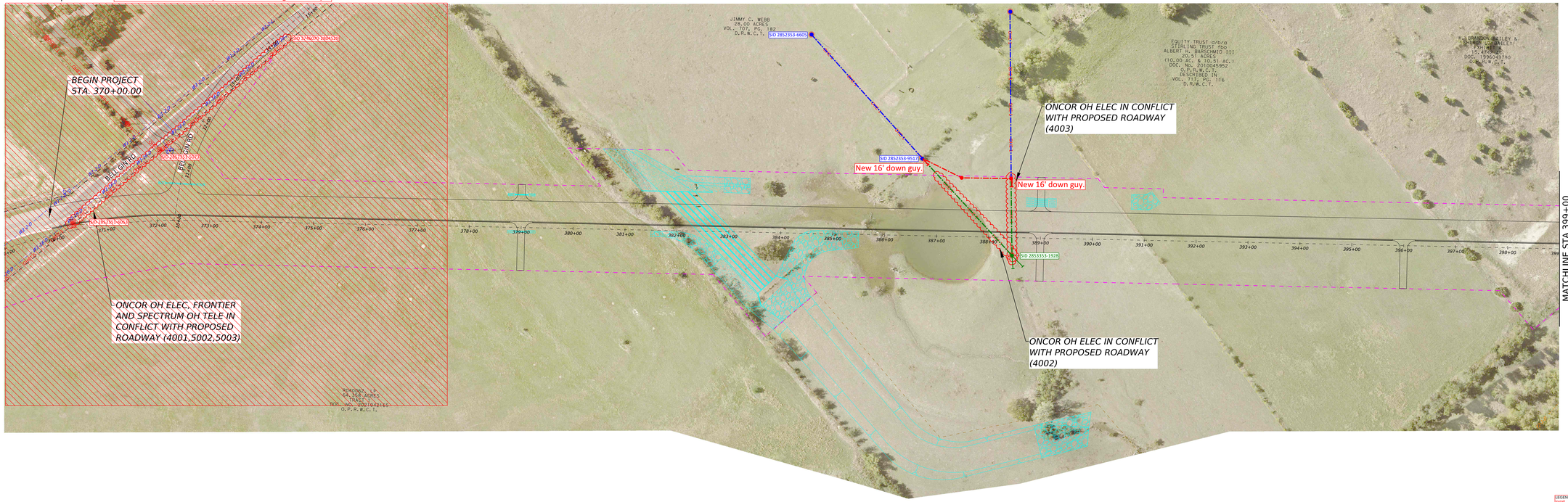
Material - $ 2,688.47

Labor - $ 9,819.73

Total - $12,508.20

JONAH 16" WATER IN CONFLICT WITH PROPOSED DITCH CUT (1001)

Work in this area to be completed under Existing ROW scope.



CONFLICT DESCRIPTION (UTILITY TRACKER ID #)

*REFER TO UTILITY TRACKER

DATE: 10/23/2024 3:55:11 PM
FILE: G:\CFA\2019\039922 Williamson County_2023\Roadway\sht\4 CR 110 North\DESIGN\CR 110_UC_RPJ.dgn

0 50 100
SCALE IN FEET

LEGEND

- EXISTING ROW
- PROPOSED ROW
- PROPOSED EASEMENT
- PARCEL BOUNDARY
- EXISTING PAVEMENT
- PROPOSED PAVEMENT
- PROPOSED DRAINAGE

LVL B	LVL C/D	
		OVERHEAD UTILITIES:
OHE-1	OHE-1	ONCOR
OHET-1	OHET-5	ONCOR/FRONTIER
OHET-5	OHET-5	ONCOR/FRONTIER/SPECTRUM
		UNDERGROUND UTILITIES:
		ELECTRIC:
E1-1	E1-1-D	ONCOR
		TELECOMMUNICATION:
T1-1	T1-1-D	CENTRIC
T2-1	T2-1-D	FRONTIER COPPER
		WATER:
		WATER SERVICE
W1-2	W1-2-D	JONAH 2"
W1-8	W1-8-D	JONAH 8"
W1-16	W1-16-D	JONAH 16"
W1-24	W1-24-D	JONAH 24"
		FORCE MAIN:
FM1-12	FM1-12	LAWNON 12"
		SANITARY:
WW1-8	WW1-8-D	LAWNON 8"

QUALITY LEVELS

Quality Level "D": Existing Records: Utilities are plotted from existing utility records.
Quality Level "C": Surface Visible Feature Survey: Quality Level "D" information from existing records is correlated with surveyed visible above ground utilities.
Quality Level "B": Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of multiple non-destructive surface geophysical methods. Utility indications are referenced to appropriate survey control. Utility exhibits are for information only.

WILCO TEXAS

CobbFendley

TBPELS FIRM REGISTRATION NO. F-274 /
LAND SURVEYING BRANCH NO. 10040700
9600 N. Mopac Expressway, Suite 800
Austin, Texas 78759
512.834.9798 | fax 512.834.9553 | www.cobbfendley.com

CR 110 N
UTILITY CONFLICT EXHIBIT
90%

SHEET 1 OF 2

DESIGN BY:	DRAWN BY:	JOB	HIGHWAY
BH	BH	1903-099-22	CR 110
CHECK BY:	APPROVED BY:	COUNTY	SHEET NO.
BMR	AB	WILLIAMSON	1

LEGEND
Overhead Electric:
Down Guy:
Pole:
Removal
Overhead Electric:
Down Guy:
Pole:
Remain In Place/Transfer To New Pole
Overhead Electric:
Pole:

Attachment B

Eligibility Ratio

☒ On State and local projects, Texas Transportation Code section 203.092 provides that utility reimbursement for facility relocation is dependent upon whether the utility possesses a valid property interest. See Attachment "D" for proof of property interest, which is established at 100% eligible.

☐ Eligibility Ratio Calculation attached

Attachment C

Betterment Calculation and Estimates

☒ **Betterment does not exist in this agreement.**

☐ **Betterment Calculation attached.**

Attachment D

Proof of Property Interest

VOL 705 PAGE 796

FORM 51—Rev. 2-72

390-96
WA 3096-7273
Map 2852-348

6267

THE STATE OF TEXAS)
(
COUNTY OF_____)

EASEMENT AND RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS:

That Roy Lutz

of Williamson County, Texas, hereinafter called "Grantor," whether one or more, in consideration of the advantages which will accrue to Grantor from the construction of the electric distribution line and telephone line hereinafter described, hereby grants to TEXAS POWER & LIGHT COMPANY, of Dallas, Texas, and the GENERAL TELEPHONE COMPANY, an easement and right of way for an electric distribution line, and all necessary or desirable appurtenances, and for a telephone line and appurtenances, upon over and across Grantor's land in the John McQueen Survey, Abstract No. 426, Williamson County, Texas more particularly described in deed from Lloyd O. Steger Jr. et al to Roy Lutz dated June 10, 19 76, recorded in Volume 637, Page 625, Deed Records of said County.

The center line of said distribution line and telephone line shall be located across said land as follows:

Beginning at an existing Texas Power & Light Company distribution pole located on Grantor's property at GLN 2853 353 1928.

Thence South 10 feet to a proposed Texas Power & Light Company distribution guy for guy anchorage.

Retrace 10 feet to the above mentioned pole.

Thence South 97 degrees West a distance of 450 feet to a proposed Texas Power & Light Company distribution angle pole and its two guys located at GLN 2852 353 7335. One guy to extend 28 feet in the same direction to a point of anchorage and the other guy to extend 28 feet South to a point of anchorage.

The above described property constitutes no part of my homestead .....

The description is based on a preliminary survey, and it is understood that Grantees may relocate said lines in the same general direction before or at any time after construction, and may relocate any of its structures along the course of said lines.

Grantees shall have the right to erect 1 poles, 0 stubs, and 3 guy anchorages along the course of said line, together with the right of ingress and egress for the purpose of construction, imporving, inspecting, maintaining, operating and removing said lines and appurtenances; the right to relocate said lines in the same relative position to any adjacent road if and when said road is widened in the future, and the right at all times to cut away and keep clear of said lines and appurten-

CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS

THE STATE OF TEXAS
County of Williamson

BEFORE ME, the undersigned authority, on this day personally appeared Roy Lutz

known to me to be the person(s) whose name(s) is (are) 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 23th day of October, A. D. 1976

R. M. Straup

Notary Public Williamson County, Texas

I, County that th for rec at in Book County, Given day of

County C by

THE STATE OF TEXAS
County of Williamson

I, Dick Cervenka, 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 4th day of April A. D. 1978, at 8:00 o'clock a M., and duly recorded this the 4th day of April A. D. 1978, at 11:20 o'clock a M., in the Deed Records of said County, in Vol 705 pp 796

Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF CERTIFICATE OF FORMATION OF "ONCOR ELECTRIC DELIVERY COMPANY LLC" FILED IN THIS OFFICE ON THE FIFTH DAY OF OCTOBER, A.D. 2007, AT 1:31 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF FORMATION IS THE NINTH DAY OF OCTOBER, A.D. 2007, AT 1 O'CLOCK P.M.

4435668 8100V

071089698

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6054480

DATE: 10-05-07

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:11 PM 10/05/2007
FILED 02:12 PM 10/05/2007
071089698 - 4435668 FILE

CERTIFICATE OF FORMATION
OF ONCOR ELECTRIC DELIVERY COMPANY LLC

This Certificate of Formation of Oncor Electric Delivery Company LLC (the "LLC"), has been duly executed and is being filed by the undersigned, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del.C. § 18-101, et seq.).

(1) The name of the limited liability company formed hereby is Oncor Electric Delivery Company LLC.

(2) The address of the registered office of the LLC in the State of Delaware is c/o RL&F Service Corp., One Rodney Square, in the City of Wilmington, County of New Castle, Delaware 19801.

(3) The name and address of the registered agent for service of process on the LLC in the State of Delaware are RL&F Service Corp., One Rodney Square, in the City of Wilmington, County of New Castle, Delaware 19801.

(4) The formation of the LLC will be effective at 1:00 p.m. Eastern Time (12:00 noon Central Time) on October 9, 2007.

Executed as of this 5th day of October, 2007.

Name: Jared Richardson
Authorized Person

Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A TEXAS CORPORATION UNDER THE NAME OF "ONCOR ELECTRIC DELIVERY COMPANY" TO A DELANARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "ONCOR ELECTRIC DELIVERY COMPANY" TO "ONCOR ELECTRIC DELIVERY COMPANY LLC", FILED IN THIS OFFICE ON THE FIFTH DAY OF OCTOBER, A.D. 2007, AT 1:31 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF CONVERSION IS THE NINTH DAY OF OCTOBER, A.D. 2007, AT 1 O'CLOCK P.M.

4435668 8100V

071089698

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6054480

DATE: 10-05-07

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:11 PM 10/05/2007
FILED 02:12 PM 10/05/2007
071089698 - 4435668 FILE

CERTIFICATE OF CONVERSION
OF ONCOR ELECTRIC DELIVERY COMPANY
TO ONCOR ELECTRIC DELIVERY COMPANY LLC

This Certificate of Conversion (this "Certificate"), is being duly executed and filed by Jared Richardson, as an authorized person, to convert Oncor Electric Delivery Company, a Texas corporation (the "Other Entity") to Oncor Electric Delivery Company LLC, a Delaware limited liability company (the "LLC"), under the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.).

(1) The name of the Other Entity immediately prior to the filing of this Certificate is Oncor Electric Delivery Company.

(2) The date on which the Other Entity was first incorporated is November 6, 2001, and the jurisdiction where the Other Entity was first incorporated and its jurisdiction immediately prior to the filing of this Certificate is the State of Texas.

(3) The name of the LLC as set forth in its certificate of formation is Oncor Electric Delivery Company LLC.

(4) The conversion of the Other Entity to the LLC will be effective at 1:00 p.m. Eastern Time (12:00 noon Central Time) on October 9, 2007.

Executed as of this 5th day of October, 2007.

Jared S. Richardson

Name: Jared Richardson
Authorized Person

Stm 73
DALLAS\403222

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Secretary of State

Office of the Secretary of State

CERTIFICATE OF AMENDMENT
OF

Oncor Electric Delivery Company
800025362

[formerly: TXU Electric Delivery Company]

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of Amendment for the above named entity have been received in this office and have been found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Amendment.

Dated: 04/24/2007
Effective: 04/24/2007

Roger Williams
Secretary of State

FILED
In the Office of the
Secretary of State of Texas

APR 24 2007

Corporations Section

ARTICLES OF AMENDMENT TO THE ARTICLES OF INCORPORATION OF TXU ELECTRIC DELIVERY COMPANY

Pursuant to the provisions of Articles 4.04 and 10.03 of the Texas Business Corporation Act (the "Act"), the undersigned corporation adopts the following Articles of Amendment to its articles of incorporation.

ARTICLE ONE

The name of the corporation is TXU Electric Delivery Company (the "Corporation").

ARTICLE TWO

The amendment changes Article One of the articles of incorporation and Article One is amended to read in its entirety as follows:

"ARTICLE ONE.

The name of the Corporation is Oncor Electric Delivery Company."

ARTICLE THREE

These Articles of Amendment were approved in the manner required by the Act and the Corporation's constituent documents.

TXU ELECTRIC DELIVERY COMPANY

By: _____
Kim K. W. Rucker
Secretary

Dated: April 24, 2007

Doc #33

FILED
In the Office of the
Secretary of State of Texas

MAY 17 2004

Corporations Section

ARTICLES OF AMENDMENT TO THE ARTICLES OF INCORPORATION OF ONCOR ELECTRIC DELIVERY COMPANY

Pursuant to the provisions of Articles 4.04 and 10.03 of the Texas Business Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its articles of incorporation.

ARTICLE ONE

The name of the corporation is Oncor Electric Delivery Company (the "Corporation").

ARTICLE TWO

The following amendment to the articles of incorporation was adopted by the sole shareholder of the Corporation effective May 31, 2004. The articles of incorporation are amended to change the name of the Corporation.

The amendment alters or changes Article One of the articles of incorporation and the full text of Article One is amended to read as follows:

"ARTICLE ONE.

The name of the Corporation is TXU Electric Delivery Company."

ARTICLE THREE

The number of shares of the corporation outstanding at the time of such adoption was 58,237,000; and the number entitled to vote thereon was 58,237,000.

ARTICLE FOUR

The approval of the Articles of Amendment was duly authorized by all action required by the laws under which Oncor Electric Delivery Company is incorporated and by its constituent documents. The number of outstanding shares of each class or series of stock of Oncor Electric Delivery Company entitled to vote, with other shares or as a class, on the Articles of Amendment are as follows:

Number of Shares Outstanding	Class or Series	Number of Shares Entitled to Vote as a Class or Series
1,000	Common	N/A

ARTICLE FIVE

The number of shares, not entitled to vote only as a class, voted for and against the Articles of Amendment, respectively, and, if the shares of any class or series are entitled to vote as a class, the number of shares of each such class or series voted for and against the Articles of Amendment, are as follows:

Total Voted For	Total Voted Against	Class of Series	Number of Shares Entitled to Vote as Class or Series	
			Voted For	*Voted Against*
58,237,000	0	Common	N/A	N/A

ARTICLE SIX

These Articles of Amendment do not necessitate an exchange, reclassification or cancellation of issued shares.

ARTICLE SEVEN

These Articles of Amendment do not effect a change in stated capital.

ARTICLE EIGHT

These Articles of Amendment shall be effective on May 31, 2004 in accordance with the provisions of Article 10.03 of the Texas Business Corporation Act.

ONCOR ELECTRIC DELIVERY COMPANY

By: _____
Diane J. Kubin
Secretary

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Gwyn Shea
Secretary of State

Office of the Secretary of State

CERTIFICATE OF AMENDMENT
OF

Oncor Electric Delivery Company
800025362

[formerly: TXU Electric Delivery Company]

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of amendment for the above named entity have been received in this office and have been found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Amendment.

Dated: 01/07/2002
Effective: 01/17/2002

Gwyn Shea
Secretary of State

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Geoffrey S. Connor
Assistant Secretary of State

Office of the Secretary of State

CERTIFICATE OF INCORPORATION OF

TXU Electric Delivery Company
Filing Number: 800025362

The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Incorporation for the above named corporation have been received in this office and have been found to conform to law.

Accordingly, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Incorporation.

Issuance of this Certificate of Incorporation does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 11/06/2001

Effective: 11/06/2001

Geoffrey S. Connor
Assistant Secretary of State

FILED
In the Office of the
Secretary of State of Tex
NOV 06 2001
Corporations Section

ARTICLES OF INCORPORATION
OF
TXU ELECTRIC DELIVERY COMPANY

The undersigned, a natural person over the age of eighteen (18) years and a citizen of the State of Texas, acting as incorporator of a corporation under the Texas Business Corporation Act, does hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE ONE

The name of the Corporation is TXU Electric Delivery Company.

ARTICLE TWO

The period of its duration is perpetual.

ARTICLE THREE

The purpose for which the Corporation is organized is to transact any and all lawful business for which corporations may be incorporated under the Texas Business Corporation Act (hereinafter referred to as the "TBCA").

ARTICLE FOUR

The aggregate number of shares which the Corporation shall have authority to issue is One Hundred Million (100,000,000) shares of Common Stock, without par value.

ARTICLE FIVE

If, with respect to any action to be taken by the shareholders of the Corporation, any provision of the TBCA would, but for this Article Five, require the vote or concurrence of the holders of shares having more than a majority of the votes entitled to be cast thereon, or of any class or series thereof, the vote or concurrence of the holders of shares having only a majority of the votes entitled to be cast thereon, or of any class or series thereof, shall be required with respect to any such action.

Any action required by the TBCA to be taken at any annual or special meeting of the shareholders, or any action which may be taken at any annual or special meeting of shareholders, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holder or holders of shares having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the holders of all the shares entitled to vote on the action were present and voted.

ARTICLE SIX

The Corporation will not commence business until it has received for the issuance of shares consideration of the value of One Thousand Dollars ($1,000.00), consisting of money, labor done, or property actually received.

ARTICLE SEVEN

The street address of its initial registered office is Energy Plaza, 1601 Bryan Street, Dallas, Texas 75201-3411 and the name of its registered agent at such address is TXU Business Services Company (Office of the Corporate Secretary).

ARTICLE EIGHT

The number of directors of the Corporation shall be fixed, from time to time, in the manner provided in the Bylaws of the Corporation and shall be one (1) or more.

The number of directors constituting the initial Board of Directors is five (5), and the names and addresses of the persons who are to serve as directors until the first annual meeting of the shareholders or until their successors are duly elected and qualified are:

T.L. Baker	Energy Plaza 1601 Bryan Street Dallas, Texas 75201
H. Jarrell Gibbs	Energy Plaza 1601 Bryan Street Dallas, Texas 75201

Michael J. McNally	Energy Plaza 1601 Bryan Street Dallas, Texas 75201
Erle Nye	Energy Plaza 1601 Bryan Street Dallas, Texas 75201
R.A. Wooldridge	Energy Plaza 1601 Bryan Street Dallas, Texas 75201

ARTICLE NINE

The Corporation may, from time to time, to the extent it may lawfully do so, purchase, directly or indirectly, any of its stock outstanding at such price as may be fixed by its Board of Directors and accepted by the holders of the stock purchased, and may resell any stock so purchased or otherwise acquired by it at such price as may be fixed by the Board of Directors.

ARTICLE TEN

(a) The Corporation shall indemnify and may purchase and maintain insurance or other arrangements on behalf of any and all persons whom it may lawfully indemnify and insure to the fullest extent permitted by the TBCA, as the same exists or may hereafter be amended, or by the laws of the State of Texas, as in effect from time to time.

(b) A director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for any act or omission in such director's capacity as a director, except that this provision does not eliminate or limit the liability of a director to the extent the director is found liable for: (i) a breach of the director's duty of loyalty to the Corporation or its shareholders; (ii) an act or omission not in good faith that constitutes a breach of duty of the director to the Corporation or an act or omission that involves intentional misconduct or a knowing violation of the law; (iii) a transaction from which the director received an improper benefit whether or not the benefit resulted from an action taken within the scope of the director's office; or (iv) an act or omission for which the liability of the director is expressly provided for by an applicable statute. If the laws of the State of Texas are hereafter amended to authorize corporate action further eliminating or limiting the personal liability of directors then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by such laws as so amended.

(c) No repeal or modification of this Article Ten by the shareholders of the Corporation shall adversely affect any right or protection of a director or other person lawfully indemnified by the

Corporation existing at the time of such repeal or modification or with respect to events occurring prior to such time.

ARTICLE ELEVEN

Upon any issue or sale for money or other consideration of any additional, unissued or treasury shares of capital stock of this Corporation, or securities convertible into or carrying a right to subscribe to or acquire shares of capital stock of this Corporation that may be authorized from time to time, no holder of stock (irrespective of the kind of such stock) shall have any preemptive or other right to subscribe for, purchase or receive any proportionate or other share of the stock so issued or sold, such preemptive rights being expressly denied, but the Board of Directors may dispose of all or any portion of such stock as and when it may determine free of any and all such rights, whether by offering the same to shareholders or others or by sale or other disposition as said Board of Directors may deem advisable. Nothing in this Article shall be construed to limit the authority of the Board of Directors to grant options or first refusal rights with respect to the capital stock of the Corporation.

ARTICLE TWELVE

Cumulative voting by the shareholders of the Corporation at any election for directors is expressly prohibited. The shareholders entitled to vote for directors in such election shall be entitled to cast one vote per directorship for each share held, and no more.

ARTICLE THIRTEEN

The name and address of the incorporator is:

R.A. Wooldridge
Energy Plaza
1601 Bryan Street, 30th Floor
Dallas, Texas 75201

R.A. Wooldridge, Incorporator

ARTICLES OF AMENDMENT TO THE ARTICLES OF INCORPORATION OF TEXAS UTILITIES ELECTRIC COMPANY

FILED
In the Office of the
Secretary of State of Texas
MAY 28 1999
Corporations Section

Pursuant to the provisions of Articles 4 04 and 10 03 of the Texas Business Corporation Act, the undersigned corporation adopts the following articles of amendment to its restated articles of incorporation to be effective as set forth herein

ARTICLE ONE

The name of the corporation is Texas Utilities Electric Company

ARTICLE TWO

The following amendment to the restated articles of incorporation was adopted by the sole shareholder of the corporation on May 14, 1999. The restated articles of incorporation are amended to change the name of the corporation.

The amendment alters or changes Article I of the restated articles of incorporation and the full text of each provision of Article I is amended to read as follows.

"ARTICLE I

The name of the Corporation is TXU Electric Company "

ARTICLE THREE

The number of shares of the corporation outstanding at the time of such adoption was 138,156,400; and the number entitled to vote thereon was 138,156,400.

ARTICLE FOUR

The holder of all of the shares outstanding and entitled to vote on said amendment has signed a consent in writing pursuant to Article 9 10 adopting said amendment and any written notice required by Article 9.10 has been given

ARTICLE FIVE

This amendment does not necessitate an exchange, reclassification or cancellation of issued shares

ARTICLE SIX

This amendment does not effect a change in stated capital.

ARTICLE SEVEN

The name of the registered agent as PRESENTLY shown in the records of the Texas Secretary of State is Texas Utilities Services Inc (Office of the Corporate Secretary) The name of the NEW registered agent is TXU Business Services Company (Office of the Corporate Secretary) The address of the registered office will remain the same. This change of registered agent was authorized by the Board of Directors of the Corporation

ARTICLE EIGHT

This amendment shall be effective as of June 14, 1999.

TEXAS UTILITIES ELECTRIC COMPANY

By _____
John F. Stephens, Jr
Assistant Secretary

The State of Texas

SECRETARY OF STATE

The undersigned, as Secretary of State of the State of Texas, HEREBY CERTIFIES that the attached is a true and correct copy of the following described instruments on file in this Office:

Articles of Merger for DALLAS POWER & LIGHT COMPANY, TEXAS ELECTRIC SERVICE COMPANY, TEXAS POWER & LIGHT COMPANY, all Texas corporations, and TEXAS UTILITIES ELECTRIC COMPANY, a Texas corporation, were filed in this office on January 1, 1984; that according to the terms of the Merger the surviving corporation is TEXAS UTILITIES ELECTRIC COMPANY, a Texas corporation.

THE STATE OF TEXAS

IN TESTIMONY WHEREOF, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in the City of Austin, this

29th *day of* June *A. D. 19* 90

dh

Secretary of State

Commissioners Court - Regular Session **61.**

Meeting Date: 05/13/2025

Liberty Hill Bypass (RM 1869 to CR 279) – Standard Utility Agreement with Pedernales Electric Cooperative (PEC)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding the Standard Utility Agreement with PEC for utility relocations on the Liberty Hill Bypass (Segment 2) Project, a 2019 Road Bond Project in Commissioner Precinct 2. Project: P346 Fund Source: Road Bond

Background

PEC has existing facilities in conflict with the Liberty Hill Bypass (Segment 2) Project. The Standard Utility Agreement for the relocations is for a total amount of $638,141.33. PEC is 100% eligible for reimbursement. The total anticipated reimbursement to PEC by the County is $638,141.33 (100% of $638,141.33).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LHB-PEC-SUA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/08/2025 01:11 PM
Form Started By: Julissa Vasquez		Started On: 05/08/2025 07:40 AM
Final Approval Date: 05/08/2025		

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into and effective the _____ day of _____, 2025, by and between **Pedernales Electric Cooperative, Inc.** (hereinafter referred to as "Utility"), and Williamson County, Texas, (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, Utility is the owner of certain overhead and underground electric distribution facilities. (herein called Facilities).

WHEREAS, County desires to construct proposed **Liberty Hill Bypass (RM 1869 – CR279/ Bagdad Rd.)** (hereinafter called "Project") and make improvements to Project as shown on plans submitted to Utility;

WHEREAS, to accommodate the Project, County desires Utility to perform certain facility modification/relocation work herein referred to as the "Work" and described as follows:

- **Pedernales Electric Cooperative, Inc.'s** scope of work consists of:
  Relocating existing overhead poles from existing easement, installing guy wires and anchors to resolve conflicts with Williamson County Road improvements within public right of way, install and remove appurtenances, perform vegetation clearing, and conduct traffic control.
- Upon completion of the Project, Contractor will provide an as-built drawing of the relocation to the Utility and County.

WHEREAS, Utility, under the terms hereinafter stated, has evaluated the Project and is willing to perform Work to its Facilities to accommodate the Project, provided the County reimburses Utility for 100% of its eligible costs for labor and materials to do the Work.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, Utility agrees to perform the Work and permit the Project subject to the following terms and provisions:

1. County agrees that the description of the Work listed above contains a complete representation of the Work requested of Utility to accommodate the Project.

2. County shall, at its own expense, inspect the Work by Utility hereunder, to assure itself that the Work is being performed in compliance with the standards of County.

3. Though this agreement is based on the proposed "Good Faith Estimate" herein referred to as the "Estimate" listed below: (See Attachment "A" for detailed estimate)

   Estimated 6,552 Linear Feet and 33 Poles along with apparatus defined as Work = $638,141.33

County agrees to bear 100% of the eligible costs incurred by Utility relating to the Work. Final eligible costs may be more or less than the Estimate, which shall not be construed as a limitation of costs for such Work. County recognizes that Utility may use one or more contractors to perform the Work.

4. Upon completion of said Work, Utility shall make an accounting of final costs and provide County with an invoice of the same. The final eligible cost may be greater or less than the Estimate and County shall be liable to Utility for 100% of the eligible final cost. After receipt and approval of the invoice, County shall pay the full amount within 30 days.

5. County shall perform all operations and construction activities below or adjacent to the Facilities in a workmanlike and safe manner and in conformance with all applicable industry and governmental standards and conditions that may be imposed by Utility from time to time. No construction activity by County shall be performed under, across, or adjacent to the Facilities until the Work of Utility has been completed.

6. Notice shall be given to Utility by County, at least 48 hours in advance of commencement of any construction activity on or adjacent to the Facilities, excepting only cases of emergency. Said notice shall be given to Texas One-Call: 1-800-245-4545. In the event County breaches any of the terms, covenants or provisions of this Agreement and Utility commences litigation to enforce any provisions of this Agreement, the cost of attorneys' fees, interest and the attendant expenses will be payable to Utility by County upon demand.

7. To the fullest extent permitted by law, the County shall indemnify, save, hold harmless, and at Utility's option, defend Utility and its affiliated companies and their directors, officers, employees and agents from any and all claims, demands, cost (including reasonable attorney and expert witness fees and court costs), expenses, losses, causes of action (whether at law or in equity), fines, civil penalties, and administrative proceedings for injury or death to persons or damage or loss to property or other business losses, including those made or incurred by Utility or its directors, officers, employees, or agents and including environmental damage in any way arising from or connected with the existence, construction, operation, maintenance, removal or other operations arising out of the Work as described in this Agreement and the construction, operation and/or use of the Project by County, except those arising from Utility's sole negligence.

8. This Agreement supersedes every antecedent or concurrent oral and/or written declaration and/or understanding pertaining to the Work or Construction activity by and between Utility and County.

9. As soon as possible after the document is prepared, Utility and County shall sign a Utility Joint Use Agreement and make a part hereof.

Unless an item below is stricken and initiated by the County and Utility, this agreement in its entirety consists of the following:

1. Utility Agreement - Wilco –U-35 – 100% County – Off System
2. Plans, Specification, and Estimated Costs (Attachment "A")
3. Utility's Schedule of Work and Estimated Date of Completion (Attachment "B")
4. Eligibility Ratio (Attachment "C")
5. Betterment Calculation and Estimates (Attachment "D")
6. Proof of Property Interest – ROW-U-1A (Attachment "E")
7. Wilco-U-80A – Joint Use Agreement (Attachment "F")

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year below.

UTILITY

Utility: Pedernales Electric Cooperative, Inc.
Name of Utility

By: _____
Authorized Signature

VANCE HOY
Print or Type Name

Title: PLANNING & DESIGN MANAGER

Date: 4-29-2025

WILLIAMSON COUNTY

By: _____
Authorized Signature

_____
Print or Type Name

Title: Williamson County Judge

Date: _____

APPROVED
By Christen Eschberger at 10:57 am, May 08, 2025

REVIEWED
By Daniel Flores-Gutierrez at 1:06 pm, May 07, 2025

Received
April 30, 2025
HNTB Corporation
Round Rock

REVIEWED
By Eddie Church, P.E. at 1:51 pm, May 05, 2025

Liberty Hill Bypass (P346)
RM 1869 to CR 279

(Attachment “A”)

Plans, Specifications, and Estimated Cost

EXISTING
1Ø #4 ACSR

EXISTING
1Ø VU1-0AL

ROW

TRACT 7
MARTHA JANE BEITER
PARCEL ID: R022213
DOC #: 2014093155
106.42 ACRES

Douglas Myron Cantrell
Stubblefield Ln
10 Acres

TRACT 8
D&G REAL ESTATE HOLDINGS
PARCEL ID: R638095
1.308 Acres

STUBBLEFIELD LN

WO# 141418
WO# 168347

EXISTING
3Ø #336 AAC

EXISTING
3Ø #336 AAC

TRACT 9.1
D&G REAL ESTATE HOLDINGS
PARCEL ID: R638096
4.253 Acres

MURUGAN TEMPLE OF CENTRAL TEXAS
PARCEL ID: R021979
DOC #2021066234
5.3 ACRES

TRACT 10
NORMAL GUYS PROPERTIES, LLC
PARCEL ID: 021960
DOC #: 2023040385
1.01 Acres

EXISTING
3Ø #4 ACSR

TRACT 7
MARTHA JANE BEITER
PARCEL ID: R022213
DOC #: 2014093155
106.42 ACRES

LIBERTY HILL BYPASS

PROPOSED
3Ø VU1000 MCM

EXISTING
3Ø #336 AAC

PROPOSED
3Ø #795 AAC

EXISTING
1Ø #336 AAC

CITY OF LIBERTY HILL
PARCEL ID: R397904
DOC #: 2012029535
1.06 ACRES
TRACT 11

TRACT 14
JAMES PATRICK & LISA M HARLOW
PARCEL ID: R356776
DOC #9639594
OR 279
31.703 ACRES

TRACT 13
WILLIAMSON COUNTY
PARCEL ID: R616219
DOC #2021029944
.576 ACRES

TRACT 8
D&G REAL ESTATE HOLDINGS
PARCEL ID: R473965
DOC #: 2022105693
2.219 Acres

EXISTING
01-0 TP

PROPOSED
3Ø #795 ACSR

TRACT 12
WILLIAMSON COUNTY
PARCEL ID: R022201
DOC #2023083386
9.2 ACRES

TRACT 9
D&G REAL ESTATE HOLDINGS
PARCEL ID: R433112
DOC #: 2022105693
80.694 Acres

PROPOSED
1Ø #1/0 ACSR

TEMPORARY
ANCHORS

PROPOSED
3Ø #795 AAC

C.O.L.H. LIFT STATION
DOC #2023083386
0.454 ACRES

FIDEL G. LOZA
PARCEL ID: 523048
DOC #: 2016039911
2.36 Acres
TRACT 19

EXISTING
1Ø #1/0 ACSR

EXISTING
01-0 TP

EXISTING
1Ø #1/0 ACSR

(SCAN FOR PEC UNIT SPEC BOOK)

(SCAN FOR DRIVING DIRECTIONS)

GENERAL NOTES:
1) POWERLINE TO BE RELOCATED TO ACCOMMODATE LIBERTY HILL BYPASS CONSTRUCTION
2) POWERLINE REMOVAL SOUTH OF LOC. #5 TO BE REMOVED ON PEC WO#167303
3) UNDERGROUND POWERLINE TO BE INSTALLED ON PEC WO#168347
4) CITY OF LIBERTY HILL RESPONSIBLE FOR POWERLINE INSTALLATION FOR CITY OF LIBERTY HILL LIFT STATION BEGINNING AT LOC. #11 AND CONTINUING TO LOC. #18
5) CENTER PHASE OF NEW POWERLINE CONSTRUCTION WILL BE 50' 6" FROM BRIDGE PILLAR @STA.#440+50
6) WORK ORDERS :
O/H_SEC.1 - WO# 141418
U/G - WO# 168347
O/H LIFT STATION - WO# 169814

LEGEND
- Existing Primary Pole Location
- Existing Primary Pole Location to be Removed
- Proposed Primary Pole Location
- Existing Secondary Pole Location
- Existing Secondary Pole Location to be Removed
- Proposed Secondary Pole Location
- Existing Overhead Primary Line
- Existing Overhead Primary Line to be Removed
- Proposed Overhead Primary Line
- Existing Overhead Secondary Line
- Existing Overhead Secondary Line to be Removed
- Proposed Overhead Secondary Line
- Existing Underground Primary Line
- Existing Underground Primary Line to be Removed
- Proposed Underground Primary Line
- Existing Guy & Anchor Location
- Proposed Guy & Anchor Location
- Fence Line
- Property/Lot Line
- Proposed Right of Way Line
- Existing Right of Way Line
- Harlow Waterline Easement
- Easements
- Construction Easement
- Water
- Ditch
- Precast Pad
- Stub Out
- Padmount Transformer (Existing/Proposed)
- Primary Enclosure (Existing/Proposed)
- Meter Location (Existing/Removed)
- Lightning Arrester Location (Existing/Proposed)
- Fuse Location (Existing/Proposed)
- Equipment to be Removed

NOT FOR CONSTRUTION

PEDERNALES ELECTRIC COOPERATIVE, INC.
LIBERTY HILL BYPASS - WO#141418
Date: 6/26/2024 | Scale: 1" = 100' | Page: 1 of 1
LAMAR TECHNICAL SERVICES, INC.

STUBBLEFIELD LN

#28 #29 #30 #31 #6 #5 #2 #2.1 #3 #4 #7 #8 #9 #10 #11 #12 #13 #13.1 #14

174' 31' 227' 96' 43°11' 123' 40' 12°58' 148' 211' 40°19' 331' 290' 213' 177' 300'

CITY OF LIBERTY HILL
PARCEL ID: R397904
DOC #: 2012029635
1.06 ACRES

WILLIAMSON COUNTY
PARCEL ID: R616219
DOC #2021029944
.576 ACRES

D&G REAL ESTATE HOLDINGS
PARCEL ID: R638096
4.253 Acres

WILLIAMSON COUNTY
PARCEL ID: R022201
DOC #2023083386
9.2 ACRES

C.O.L.H. LIFT STATION
DOC #2023083386
0.454 ACRES

LIBERTY HILL BYPASS

WILLIAMSON COUNTY
PARCEL ID: R022201
DOC #2023083386
9.2 ACRES

WILLIAMSON COUNTY
Parcel ID: R022216
DOC #2008070649
1751 CR 282
669.615 Acres

D&G REAL ESTATE HOLDINGS
PARCEL ID: R433112
DOC #: 2022105693
80.694 Acres

LEGEND

- Existing Primary Pole Location
- Existing Primary Pole Location to be Removed
- Proposed Primary Pole Location
- Existing Secondary Pole Location
- Existing Secondary Pole Location to be Removed
- Proposed Secondary Pole Location
- Existing Overhead Primary Line
- Existing Overhead Primary Line to be Removed
- Proposed Overhead Primary Line
- Existing Overhead Secondary Line
- Existing Overhead Secondary Line to be Removed
- Proposed Overhead Secondary Line
- Existing Underground Primary Line
- Existing Underground Primary Line to be Removed
- Proposed Underground Primary Line
- Existing Guy & Anchor Location
- Proposed Guy & Anchor Location
- Fence Line
- Property/Lot Line
- Proposed Right of Way Line
- Existing Right of Way Line
- Harlow Waterline Easement
- Easements
- Construction Easement
- Water
- Ditch
- Precast Pad
- Stub Out
- Padmount Transformer (Existing/Proposed)
- Primary Enclosure (Existing/Proposed)
- Meter Location (Existing/Removed)
- Lightning Arrester Location (Existing/Proposed)
- Fuse Location (Existing/Proposed)
- Equipment to be Removed

NOT FOR CONSTRUCTION

PEDERNALES ELECTRIC COOPERATIVE, INC.

Liberty Hill Bypass_Sec 1 - WO# 141418

Date: 6/5/2024	Scale: 1" = 100'	Page: 1 of 1

LAMAR TECHNICAL SERVICES, INC.

STUBBLEFIELD LN

STUBBLEFIELD LN

D&G REAL ESTATE HOLDINGS
PARCEL ID: R638096
4.253 Acres

NORMAL GUYS PROPERTIES, LLC
PARCEL ID: 021960
DOC #: 2023040385
1.01 Acres

MURUGAN TEMPLE OF CENTRAL TEXAS
PARCEL ID: R021979
DOC #2021066234
5.3 ACRES

CITY OF LIBERTY HILL
PARCEL ID: R397904
DOC #: 2012029635
1.06 ACRES

JAMES PATRICK & LISA M HARLOW
PARCEL ID: R356776
DOC #9639594
CR 279
31.703 ACRES

WILLIAMSON COUNTY
PARCEL ID: R616219
DOC #2021029944
.576 ACRES

WILLIAMSON COUNTY
PARCEL ID: R022201
DOC #2023083386
9.2 ACRES

WILLIAMSON COUNTY
PARCEL ID: R022201
DOC #2023083386
9.2 ACRES

LIBERTY HILL BYPASS

C.O.L.H. LIFT STATION
DOC #2023083386
0.454 ACRES

31'
174'
148'
227'
211'
174'
185'
214'
180'
46'
73'
41'
172'
72'
135'
290'
6°28'
450+00
440+00
445+00

#19
#20
#21
#22
#23
#23.1
#23.2
#24
#25
#26
#27

LEGEND

- Existing Primary Pole Location
- Existing Primary Pole Location to be Removed
- Proposed Primary Pole Location
- Existing Secondary Pole Location
- Existing Secondary Pole Location to be Removed
- Proposed Secondary Pole Location
- Existing Overhead Primary Line
- Existing Overhead Primary Line to be Removed
- Proposed Overhead Primary Line
- Existing Overhead Secondary Line
- Existing Overhead Secondary Line to be Removed
- Proposed Overhead Secondary Line
- Existing Underground Primary Line
- Existing Underground Primary Line to be Removed
- Proposed Underground Primary Line
- Existing Guy & Anchor Location
- Proposed Guy & Anchor Location
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- Stub Out
- Padmount Transformer (Existing/Proposed)
- Primary Enclosure (Existing/Proposed)
- Meter Location (Existing/Removed)
- Lightning Arrester Location (Existing/Proposed)
- Fuse Location (Existing/Proposed)
- Equipment to be Removed

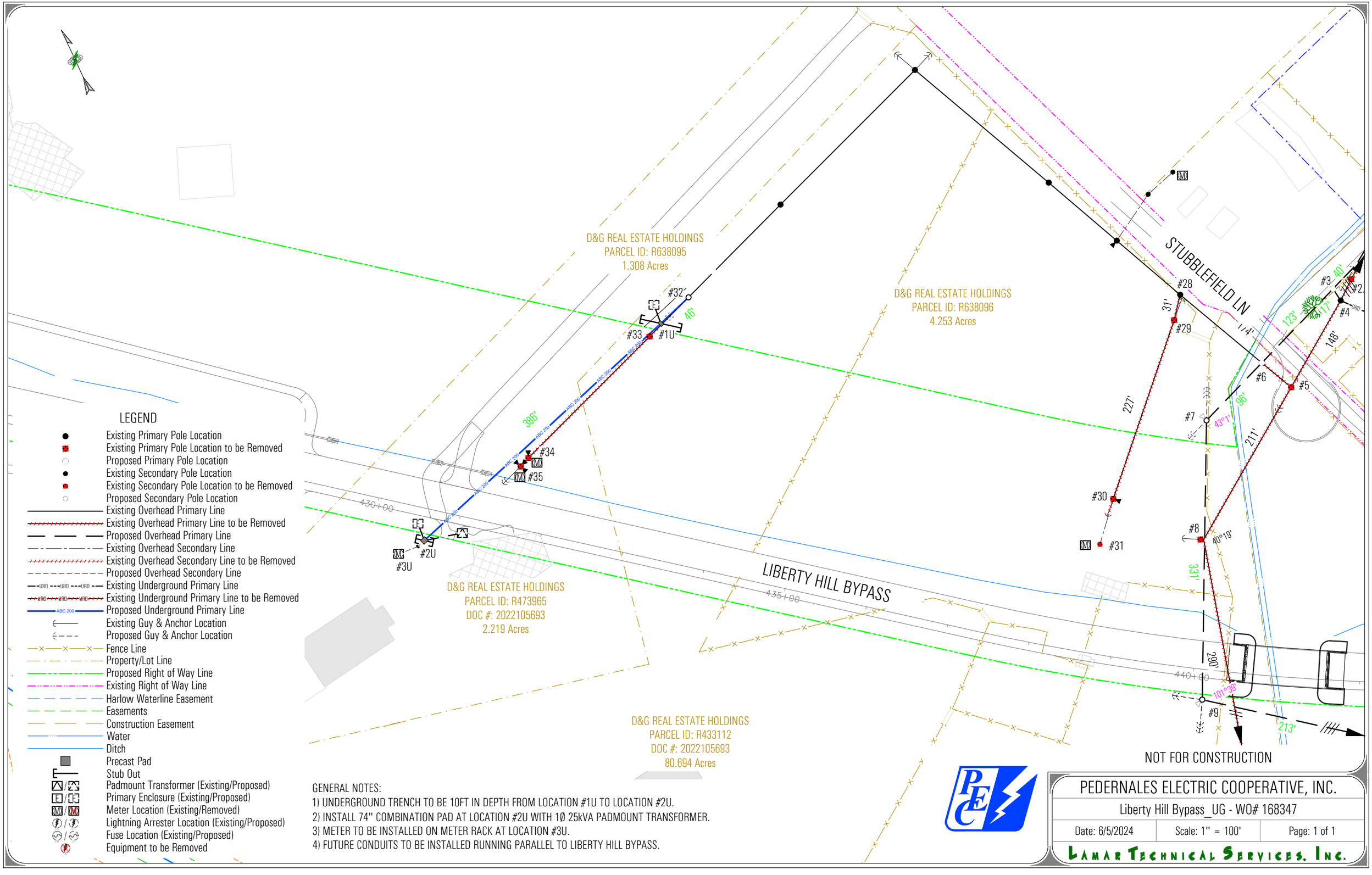
NOT FOR CONSTRUCTION

PEDERNALES ELECTRIC COOPERATIVE, INC.

Liberty Hill Bypass_Removal - WO# 167303

Date: 4/25/2024 | Scale: 1" = 100' | Page: 1 of 1

LAMAR TECHNICAL SERVICES, INC.



LEGEND

- Existing Primary Pole Location
- Existing Primary Pole Location to be Removed
- Proposed Primary Pole Location
- Existing Secondary Pole Location
- Existing Secondary Pole Location to be Removed
- Proposed Secondary Pole Location
- Existing Overhead Primary Line
- Existing Overhead Primary Line to be Removed
- Proposed Overhead Primary Line
- Existing Overhead Secondary Line
- Existing Overhead Secondary Line to be Removed
- Proposed Overhead Secondary Line
- Existing Underground Primary Line
- Existing Underground Primary Line to be Removed
- Proposed Underground Primary Line
- Existing Guy & Anchor Location
- Proposed Guy & Anchor Location
- Fence Line
- Property/Lot Line
- Proposed Right of Way Line
- Existing Right of Way Line
- Harlow Waterline Easement
- Easements
- Construction Easement
- Water
- Ditch
- Precast Pad
- Stub Out
- Padmount Transformer (Existing/Proposed)
- Primary Enclosure (Existing/Proposed)
- Meter Location (Existing/Removed)
- Lightning Arrester Location (Existing/Proposed)
- Fuse Location (Existing/Proposed)
- Equipment to be Removed

GENERAL NOTES:
1) UNDERGROUND TRENCH TO BE 10FT IN DEPTH FROM LOCATION #1U TO LOCATION #2U.
2) INSTALL 74" COMBINATION PAD AT LOCATION #2U WITH 1Ø 25kVA PADMOUNT TRANSFORMER.
3) METER TO BE INSTALLED ON METER RACK AT LOCATION #3U.
4) FUTURE CONDUITS TO BE INSTALLED RUNNING PARALLEL TO LIBERTY HILL BYPASS.

NOT FOR CONSTRUCTION

PEDERNALES ELECTRIC COOPERATIVE, INC.

Liberty Hill Bypass_UG - WO# 168347

Date: 6/5/2024	Scale: 1" = 100'	Page: 1 of 1

LAMAR TECHNICAL SERVICES, INC.

Cost Summary

Pedernales Electric Cooperative, Inc.

Williamson County

Liberty Hill Bypass

Pedernales Electric Cooperative, Inc. (PEC) Cost Estimate:	$322,697.25
Lamar Technical Services, Inc. (LTSI) Cost Estimate:	$197,917.50
AB Electric Services, LLC Cost Estimate:	$6,399.31
Denbrow Company Inc Cost Estimate:	$84,002.27
R.O.W. Cost Estimate:	$27,125.00

Total Cost:	**$638,141.33**
Amount Eligible for Reimbursement:	**$638,141.33**

Attachment “B”

Utility’s Schedule of Work and Estimated Date of Completion

The following scheduling are projections upon the receipt of an executed agreement

Start Date: June 10, 2024

Construction Days: 305

Estimated Date of Completion: April 11, 2025

(Attachment "C")

Eligibility Ratio

Texas Transportation Code 203.092 provides that the adjustment of any utility facilities necessitated by the improvement of any highway on the interstate highway system will be made by the utility at the expense of TxDOT, provided such adjustment is eligible for Federal participation.

Eligibility is established at 100 %

Attachment "C"
PEDERNALES ELECTRIC COOPERATIVE
LIBERTY HILL BYPASS

Location Number	Station	Eligible for Reimbursement			Not Eligible for Reimbursement
		Facility on Private Property (Easement On File)	Facility in Public Utility Easement	Facility on Private Property (No Easement)	
5	442+20	✓			
8	440+10	✓			
19	442+90	✓			
20	444+00	✓			
21	444+50	✓			
22	446+00	✓			
23	447+10	✓			
23.1	446+45	✓			
23.2	445+90	✓			
24	447+50	✓			
25	448+30	✓			
26	449+75	✓			
27	450+00	✓			
30	438+90	✓			
31	438+80	✓			
33	431+40	✓			
34	431+30	✓			
35	431+25	✓			
Totals		**18**	**0**	**0**	**0**

Eligible =	18
Non-Eligible =	0
GRAND TOTAL =	18
ELIGIBILITY RATIO =	**100.00%**

Attachment “D”

Betterment Calculation and Estimates

[X] **Betterment does not exist in this agreement.**

_0_ % Betterment

(Attachment "E")

Proof of Property Interest

(Attachment “F”)

Wilco-U-80A - Joint Use Agreement

Prior rights agreements and exhibit to be included along with JUA.

Utility Joint Use Agreement

Roadway Liberty Hill Bypass **Project** Liberty Hill Bypass (Segment 2)

From RM 1869 **To** CR 279/Bagdad Rd.

Project Letting Date 02/01/2024

WHEREAS Williamson County proposes to make certain roadway improvements on that section of the above-indicated roadway; and

WHEREAS Pedernales Electric Cooperative, Inc., ("Utility"), proposes to adjust or relocate certain of its facilities, if applicable, and retain title to any property rights it may have on, along or across, and within or over such limits of the roadway right of way as indicated by the location map attached hereto.

NOW, THEREFORE, in consideration of the covenants and acknowledgements herein contained, the parties mutually agree as follows:

It is agreed that joint usage for both the roadway and utility purposes will be made of the area within the roadway right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Nothing in this Agreement shall serve to modify or extinguish any compensable property interest vested in the Utility within the above described area. If the facilities shown in the aforementioned plans need to be altered or modified or new facilities constructed to either accommodate the proposed roadway improvements or as part of Utility's future proposed changes to its own facilities, Utility agrees to notify the County at least 30 days prior thereto, and to furnish necessary plans showing location and type of construction, unless an emergency situation occurs and immediate action is required. If an emergency situation occurs and immediate action is required, Utility agrees to notify the County promptly. If such alteration, modification or new construction is in conflict with the current roadway or planned future roadway improvements, or could endanger the traveling public using said roadway, the County shall have the right, after receipt of such notice, to prescribe such regulations as necessary for the protection of the roadway facility and the traveling public using said roadway. Such regulations shall not extend, however, to requiring the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

If Utility's facilities are located along a controlled access roadway, Utility agrees that ingress and egress for servicing its facilities will be limited to frontage roads where provided, nearby or adjacent public roads and streets, or trails along or near the roadway right of way lines which only connect to an intersecting road. Entry may be made to the outer portion of the roadway right of way from any one or all access points. Where supports, manholes or other appurtenances of the Utility's facilities are located in medians or interchange areas, access from the through-traffic roadways or ramps will be allowed by permit issued by the County to the Utility setting forth the conditions for policing and other controls to protect roadway users. In an emergency situation, if the means of access or service operations as herein provided will not permit emergency repairs as required for the safety and welfare of the public, the Utility shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required repairs, provided the County is notified immediately when such repairs are initiated and adequate provision is made by Utility for the convenience and safety of roadway traffic. Except as expressly provided herein, the Utility's rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public.

Initial	Date	Initial	Date
		VH	4-29-2025
Williamson County		Utility	

If Utility's facilities are located along a non-controlled access roadway, the Utility's rights of ingress and egress to the through-traffic roadways and/or ramps are subject to the same rules and regulations as apply to the general public.

Participation in actual costs incurred by the Utility for any future adjustment, removal or relocation of utility facilities required by roadway construction shall be in accordance with applicable laws of the State of Texas.

Utility will, by written notice, advise the County of the beginning and completion dates of the adjustment, removal, or relocation, and, thereafter, agrees to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date may, upon advance written notice to the County, be extended by Utility for delays caused by events outside Utility's control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the County or any other party with Utility's ability to proceed with the relocation, or any other event in which Utility has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of Utility. It is expressly understood that Utility conducts the new installation, adjustment, removal, and/or relocation at its own risk, and that the County makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The Utility and the County, by execution of this Agreement, do not waive or relinquish any right that they may have under the law.

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

UTILITY:

Utility: Pedernales Electric Cooperative, Inc.
Name of Utility

By: _____
Authorized Signature

VANCE HOY
Print or Type Name

Title: PLANNING & DESIGN MANAGER

Date: 4-29-2025

WILLIAMSON COUNTY:

THE COUNTY OF WILLIAMSON

Executed and approved for the County of Williamson Texas for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by Williamson County.

By: _____
County Judge

Date: _____

Initial	Date	Initial	Date
		VH	4-29-2025
Williamson County		Utility	

TRACT 1
1869 RANCH HOLDINGS LTD CO.
PARCEL ID: R560636
DOC #: 2021077610
61.93 ACRES

TRACT 2
1869 RANCH HOLDINGS LTD CO.
PARCEL ID: R021854
DOC #: 2021077610
108.39 ACRES

TRACT 3
TERRELL GAUNY
PARCEL ID: R352448
DOC #: 2015018466
10.0 ACRES

TRACT 4
WILLIAMSON COUNTY, TEXAS
SH 29 RIGHT OF WAY
DOC #: 2018056429
21.63 ACRES

GARY L. & SHARON E. SAMFORD
PARCEL ID: R347463
DOC #: 2013061363
10.13 ACRES

RM 1869

L. HILL BYPASS

400+00

35+00

30+00

25+00

208'

189'

141'

237'

230'

277'

11°19'

10°20'

Joint-Use

Joint-Use:
OH Crossing of
134LF at Sta. 402+73

LEGEND

- Existing Primary Pole Location
- Existing Primary Pole Location to be Removed
- Proposed Primary Pole Location
- Existing Secondary Pole Location
- Existing Secondary Pole Location to be Removed
- Proposed Secondary Pole Location
- Existing Overhead Primary Line
- Existing Overhead Primary Line to be Removed
- Proposed Overhead Primary Line
- Existing Overhead Secondary Line
- Existing Overhead Secondary Line to be Removed
- Proposed Overhead Secondary Line
- Existing Guy & Anchor Location
- Proposed Guy & Anchor Location
- Property/Lot Line
- Fence Line
- Existing Right of Way Line
- Proposed Right of Way Line
- Roadway Line

Disclaimer: This product is for informational purposes only and was not prepared for or suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries and facilities. This product is distributed "AS-IS" and without warranties of any kind, either express or implied, including but not limited to warranties of fitness for a particular purpose or use, or as to its performance, accuracy, freedom from error, or as to any results generated through its use.

PEDERNALES ELECTRIC COOPERATIVE, INC.

LIBERTY HILL BYPASS_RW - W.O. #141418

Date: 4/7/2025	Scale: 1" = 100'	Page: 1 of 1

LAMAR TECHNICAL SERVICES, INC.

EXISTING
1Ø #4 ACSR

EXISTING
1Ø VU1-0AL

ADSS

TRACT 7
MARTHA JANE BEITER
PARCEL ID: R022213
DOC #: 2014093155
106.42 ACRES

Douglas Myron Cantrell
Stubblefield Ln
10 Acres

Prior Rights

TRACT 8
D&G REAL ESTATE HOLDINGS
PARCEL ID: R638095
1.308 Acres

STUBBLEFIELD LN

EXISTING
3Ø #336 AAC

WO# 141418
WO# 168347

#32

#33

#1U

TRACT 9.1
D&G REAL ESTATE HOLDINGS
PARCEL ID: R638096
4.253 Acres

EXISTING
3Ø #336 AAC

MURUGAN TEMPLE OF CENTRAL TEXAS
PARCEL ID: R021979
DOC #2021066234
5.3 ACRES

TRACT 10
NORMAL GUYS PROPERTIES, LLC
PARCEL ID: 021960
DOC #: 2023040385
1.01 Acres

EXISTING
3Ø #4 ACSR

#1

TRACT 7
MARTHA JANE BEITER
PARCEL ID: R022213
DOC #: 2014093155
106.42 ACRES

LIBERTY HILL BYPASS

PROPOSED
3Ø VU1000 MCM

#34

#35

EXISTING
3Ø #336 AAC

Prior Rights:
UG Crossing of approx.
363LF at Sta. 430+67

#2U

#3U

PROPOSED
3Ø #795 AAC

#28

#29

Prior Rights:
Pole at Sta. 440+46
Off L 372'

#3

#2

#2.1

#4

CITY OF LIBERTY HILL
PARCEL ID: R397904
DOC #: 2012029535
1.06 ACRES
TRACT 11

EXISTING
1Ø #336 AAC

#6

#5

#7

TRACT 13
WILLIAMSON COUNTY
PARCEL ID: R616219
DOC #2021029944
.576 ACRES

TRACT 14
JAMES PATRICK & LISA M HARLOW
PARCEL ID: R356776
DOC #9639594
CR 279
31.703 ACRES

EXISTING
01-0 TP

#30

#31

PROPOSED
3Ø #795 ACSR

Prior Rights:
Pole at Sta. 439+89
Off L 156'

TRACT 12
WILLIAMSON COUNTY
PARCEL ID: R022201
DOC #2023083386
9.2 ACRES

#19

#22

#21

#20

Tract 15

#23.2

#23.1

#23

#24

#25

#26

#27

C.O.L.H. LIFT STATION
DOC #2023083386
0.454 ACRES

Tract 17

Tract 18

#18

TRACT 9
D&G REAL ESTATE HOLDINGS
PARCEL ID: R433112
DOC #: 2022105693
80.694 Acres

#9

#10

#11

TEMPORARY
ANCHORS

PROPOSED
1Ø #1/0 ACSR

WO# 141418
WO# 168347

PROPOSED
3Ø #795 AAC

#16

#17

#12

EXISTING
1Ø #1/0 ACSR

TRACT 12
WILLIAMSON COUNTY
PARCEL ID: R022201
DOC #2023083386
9.2 ACRES

#13

#13.1

#14

EXISTING
01-0 TP

EXISTING
1Ø #1/0 ACSR

TRACT 8
D&G REAL ESTATE HOLDINGS
PARCEL ID: R473965
DOC #: 2022105693
2.219 Acres

TRACT 9
D&G REAL ESTATE HOLDINGS
PARCEL ID: R433112
DOC #: 2022105693
80.694 Acres

FIDEL G. LOZA
PARCEL ID: 523048
DOC #: 2016039911
2.36 Acres
TRACT 19

LIBERTY HILL BYPASS

GENERAL NOTES:
1) POWERLINE TO BE RELOCATED TO ACCOMMODATE LIBERTY HILL BYPASS CONSTRUCTION
2) POWERLINE REMOVAL SOUTH OF LOC. #5 TO BE REMOVED ON PEC WO#167303
3) UNDERGROUND POWERLINE TO BE INSTALLED ON PEC WO#168347
4) CITY OF LIBERTY HILL RESPONSIBLE FOR POWERLINE INSTALLATION FOR CITY OF LIBERTY HILL LIFT STATION BEGINNING AT LOC. #11 AND CONTINUING TO LOC. #18
5) CENTER PHASE OF NEW POWERLINE CONSTRUCTION WILL BE 50' 6" FROM BRIDGE PILLAR @STA.#440+50
6) WORK ORDERS :
O/H_SEC.1 - WO# 141418
U/G - WO# 168347
O/H LIFT STATION - WO# 169814

(SCAN FOR PEC UNIT SPEC BOOK)

(SCAN FOR DRIVING DIRECTIONS)

LEGEND

- Existing Primary Pole Location
- Existing Primary Pole Location to be Removed
- Proposed Primary Pole Location
- Existing Secondary Pole Location
- Existing Secondary Pole Location to be Removed
- Proposed Secondary Pole Location
- Existing Overhead Primary Line
- Existing Overhead Primary Line to be Removed
- Proposed Overhead Primary Line
- Existing Overhead Secondary Line
- Existing Overhead Secondary Line to be Removed
- Proposed Overhead Secondary Line
- Existing Underground Primary Line
- Existing Underground Primary Line to be Removed
- Proposed Underground Primary Line
- Existing Guy & Anchor Location
- Proposed Guy & Anchor Location
- Fence Line
- Property/Lot Line
- Proposed Right of Way Line
- Existing Right of Way Line
- Harlow Waterline Easement
- Easements
- Construction Easement
- Water
- Ditch
- Precast Pad
- Stub Out
- Padmount Transformer (Existing/Proposed)
- Primary Enclosure (Existing/Proposed)
- Meter Location (Existing/Removed)
- Lightning Arrester Location (Existing/Proposed)
- Fuse Location (Existing/Proposed)
- Equipment to be Removed

NOT FOR CONSTRUCTION

PEDERNALES ELECTRIC COOPERATIVE, INC.

LIBERTY HILL BYPASS - WO#141418

Date: 6/26/2024 | Scale: 1" = 100' | Page: 1 of 1

LAMAR TECHNICAL SERVICES, INC.

Commissioners Court - Regular Session **62.**

Meeting Date: 05/13/2025

North Barker Street - JMT - PSA Amendment#2 & SWA#2 to WA#2

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Contract Amendment No. 2 and Supplemental No. 2 to Work Authorization No. 2 to the North Barker Street contract executed March 19, 2024, between Williamson County and Johnson, Mirmiran & Thompson, Inc. (JMT) relating to the 2023 Road Bond Program. Project: P689 Fund Source: Road Bonds.

Background

This Contract Amendment No. 2 increases the compensation cap by $55,000.00 from $265,000.00 to $320,000.00 to allow for the execution of Supplemental No. 2 to Work Authorization No. 2, which is increased by $46,525.00 from $192,334.00 to $238,859.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

North Barker Street - JMT - PSA Amendment#2

North Barker Street - JMT - SWA#2 to WA#2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/08/2025 10:35 AM
Form Started By: Marie Walters		Started On: 05/07/2025 11:23 AM
Final Approval Date: 05/08/2025		

CONTRACT AMENDMENT NO. 2
TO
WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
North Barker Street ("Project")

THIS CONTRACT AMENDMENT NO. 2 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 Johnson, Mirmiran & Thompson, Inc. (JMT) (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective March 19, 2024 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $265,000.00; 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 $265,000.00 to $320,000.00

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

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

ENGINEER:

By: _____
Signature

Kristi D. Flagg, P.E.
Printed Name

Senior Vice President
Title

4/29/2025
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

APPROVED
By Christen Eschberger at 1:56 pm, May 05, 2025

Docusign Envelope ID: 33075E72-D170-4BD1-BA41-45BD29CD3E82

SUPPLEMENTAL WORK AUTHORIZATION NO. _2_
TO
WORK AUTHORIZATION NO. _2_

WILLIAMSON COUNTY ROAD BOND PROJECT:
North Barker Street Improvement

This Supplemental Work Authorization No. _2_ to Work Authorization No. _2_ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March_19,_2024 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Johnson, Mirmiran & Thompson, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. _2_ dated effective September 24, 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 "B2".

II. The Work Authorization shall terminate on October 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 "C2".

III. The maximum amount payable for services under the Work Authorization is hereby increased from $192,334.00 to $238,859.00. The revised Fee Schedule is attached hereto as Attachment "D2".

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.

Docusign Envelope ID: 33075E72-D170-4BD1-BA41-45BD29CD3E82

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: Signed by: Kristi Flagg 940984706AB7473... _____
Signature

Kristi D. Flagg, P.E.
Printed Name

Senior Vice President
Title

4/30/2025 | 7:39:02 AM EDT
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

LIST OF ATTACHMENTS

Attachment B2 – Services to be Provided by Engineer

Attachment C2 – Work Schedule

Attachment D2 – Fee Schedule

APPROVED
By Christen Eschberger at 1:56 pm, May 05, 2025

Docusign Envelope ID: 33075E72-D170-4BD1-BA41-45BD29CD3E82

ATTACHMENT B2
SERVICES TO BE PROVIDED BY THE ENGINEER
DESIGN SERVICES FOR NORTH BARKER STREET

PROJECT DESCRIPTION

Project Limits
From County Road 424 to the East end of North Barker Street (approximately 900 feet in length).

Existing Facility
North Barker Street is an uncurbed asphalt road that is approximately 18' wide with no shoulders and no pavement markings. There is a large channel, Spring Branch, between North Barker Street and South Barker Street. The existing right-of-way is approximately 25'.

Proposed Facility The proposed improvements include resurfacing North Barker, channel improvements, between North and South Barker Streets, reestablish the channel on Stiles Foundation property, and the development of an emergency vehicle crossover between North and South barker street at the eastern end of the project on STILES farm foundation property.

Design Criteria – NO CHANGE

1. PROJECT MANAGEMENT

    a. NO CHANGE

    b. Monthly Progress Reports, Invoices, and billings (up to 5 additional months assumed)

        - NO CHANGE

        - Additional effort for contract term (extended from July 31, 2025 - October 30, 2025) to manage Pre-Application meeting with USACE and RPW (see Task 6 below).

    c. Quality Assurance and Quality Control (QA/QC) Plan:

        - For each deliverable, provide additional internal review and mark-up for revised emergency crossover and channel improvement on STILES Farm property.

        - NO CHANGE

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d. Project Coordination and Administration

- NO CHANGE
- NO CHANGE
- Manage additional Project activities outlined herein (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, correspond with the County and its representatives, and assist the County and its representatives in preparing responses to Project-related inquiries.

e. Manage additional environmental related meetings (up to 3 meetings).

f. Project Schedule:

- NO CHANGE
- Maintain a project schedule indicating tasks, subtasks, critical dates, milestones, and deliverables for additional period of up to 5 months to facilitate the environmental permitting and approval process.

g. NO CHANGE

2. ROUTE AND DESIGN STUDIES

a. NO CHANGE

b. STAKE HOLDER COORDINATION

- Six (6) meetings were assumed for meeting with local agencies, County's consultants and affected property owners. This has been reduced to (3) meetings as agreed upon by Mayor of City of Thrall.

c. DELIVERABLES

- NO CHANGE
- NO CHANGE

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- Hours reduced for decreased number of meetings.

3. PUBLIC INVOLVEMENT

   a. General Public Outreach and Engagement

      - Removed meeting with Property owner as agreed upon by Mayor of City of Thrall

   b. Public Meeting/Open House (1 public meeting assumed).

      - Removed as agreed upon by Mayor of City of Thrall

   c. NO CHANGE

4. SURVEYING

   a. RIGHT OF ENTRY

      - NO CHANGE

      - Prepare up to three (3) iterations of an exhibit for the revised emergency crossover location at east end of North Barker Street and a driveway onto STILES farm property

      - Prepare up to three (3) iterations for an exhibit for "Water Gap Gate" and driveway on STILES farm property

      - Revise and update exhibit (up to 2 iterations) with alignment, stationing and note to Contractor for channel blading work on STILES farm property by utilizing shapes generated via the environmental field work.

   b. FIELD SURVEYING – NO CHANGE

   c. DELIVERABLES –

      - NO CHANGE

      - NO CHANGE

      - NO CHANGE

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- Exhibit of Emergency crossover with driveway (up to 3 iterations)
- Exhibit of "Water Gap" and driveway on STILES farm property (up to 3 iterations)
- Revised Exhibit for Channel blading (up to 2 iterations)

5. DRAINAGE STUDY NO CHANGE

6. ENVIRONMENTAL SERVICES

a. COUNTY DUE DILIGENCE

- NO CHANGE
- The following tasks are intended to address anticipated regulatory compliance commitments associated with impacts to waters of the U.S. (WOTUS) and potential permitting through the USACE's Clean Water Act Section 404 permitting system. A proposed initial coordination meeting with USACE will determine the compliance strategy.

- Pre-Application Meeting

1. Initial field investigations identified one stream (Spring Branch) and three wetlands that are potential waters of the U.S. (WOTUS). NWP 14 may authorize impacts associated with a culvert at a proposed, new-location, emergency crossing of Spring Branch. Additional proposed impacts associated with stormwater control and conveyance would not be authorized by NWP 14. Additional permitting strategies will be developed through initial USACE coordination in the form of a Pre-Application Meeting. In preparation for the meeting, the following deliverables will be prepared:

a. Meeting Agenda

b. Project Description

c. Design Schematic

d. Delineation Report

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e. Meeting Minutes (post meeting)

- RPW Analysis

1. A Relatively Permanent Waterbody (RPW) analysis will be conducted to assess potential jurisdictional limits of the various stream reaches in the project area. The analysis will use desktop information and previously conducted field investigations in accordance with recent guidance from USACE staff.

- NPR Letter Request

1. If there appears to be no temporary or permanent impacts to features under USACE jurisdiction, Stantec will prepare a No-Permit Required (NPR) letter and coordinate with USACE for the letter's review.

   This scenario is most likely if only stream reaches below the confluence of ES01 and ES02 (as shown in the Delineation Report) are under USACE jurisdiction. In this case, the project may be authorized by a Nationwide Permit (NWP), or it may be eligible for a No-Permit-Required (NPR) determination. The appropriate route will be determined by the nature and extent of impacts in the stream reaches under USACE jurisdiction.

   Regardless of the final compliance pathway, Stantec recommends a Pre-Application Meeting and preparation of an RPW analysis. The RPW analysis will be a determining factor in the limits of jurisdiction; therefore, it will apply to both scenarios above.

   If USACE permit authorization is required, the project will be subject to Section 106 of the National Historic Preservation Act. Stantec can provide the required compliance services; however, they are not included in this scope of services.

b. NO CHANGE

c. NO CHANGE

d. NO CHANGE

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e. NO CHANGE

f. NO CHANGE NO CHANGE

g. Deliverables

- Additional Deliverables due to coordination with USACE

1. Appendix related to the RPW analysis added to the Delineation Report.

2. Prepare NPR Letter

7. PLAN PREPARATION

a. NO CHANGE

b. Roadway

- NO CHANGE

- NO CHANGE

c. Incremental complexity of detailing the shifted emergency cross over (including the addition of curves and driveway addition) and inclusion of the respective standard details.

d. Due to incremental complexity, as a result of shifting of the emergency cross over and flaring the channel at the RCPs, the prime consultant was to confirm Hydrologic and Hydraulic model prepared by subconsultant and update the plan sheet for channel modification and a reinforced concrete pipe crossing with inclusion of the respective standard details.

e. NO CHANGE

f. NO CHANGE (See "h" below)

g. Structural

- Analyze and modify standard "Spread Footing Retaining Wall-RW(SFA)" drawing to support 7'X2' rectangular channel.

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h. DELIVERABLES (formerly bullet "f")

- Modified Plan Sheet including

1. Rectangular Channel Detail

8. BIDDING PHASE SERVICES NO CHANGE

ASSUPMTIONS & EXCLUSIONS

- REMOVE
- NO CHANGE
- NO CHANGE
- The Client will provide Stantec right-of-entry to the Subject Property.
- The Client will provide Stantec with digital files (kmz, dgn, dwg) of the Subject Property boundary.
- Stantec will provide documentation for permit authorization based on proposed plans; however, Stantec assumes no responsibility regarding whether the proposed project can attain authorization.
- This scope assumes that the guidance documents specifically cited will be used to conduct the work outlined in this scope of services. If new guidance is released by any agency with jurisdiction over the proposed project, it may be necessary to amend this scope of services to account for updated guidance. Stantec reserves the right to negotiate a new scope of services with the Client pending any regulatory change affecting this scope of services.
- The information provided by Stantec regarding wetland boundaries is a scientific-based analysis of the wetland and upland conditions present on a site at the time of the fieldwork. The delineation will be performed by experienced and qualified professionals using standard practices and sound professional judgment. The ultimate decision on wetland boundaries rests with the USACE and, in some cases, the state or a local

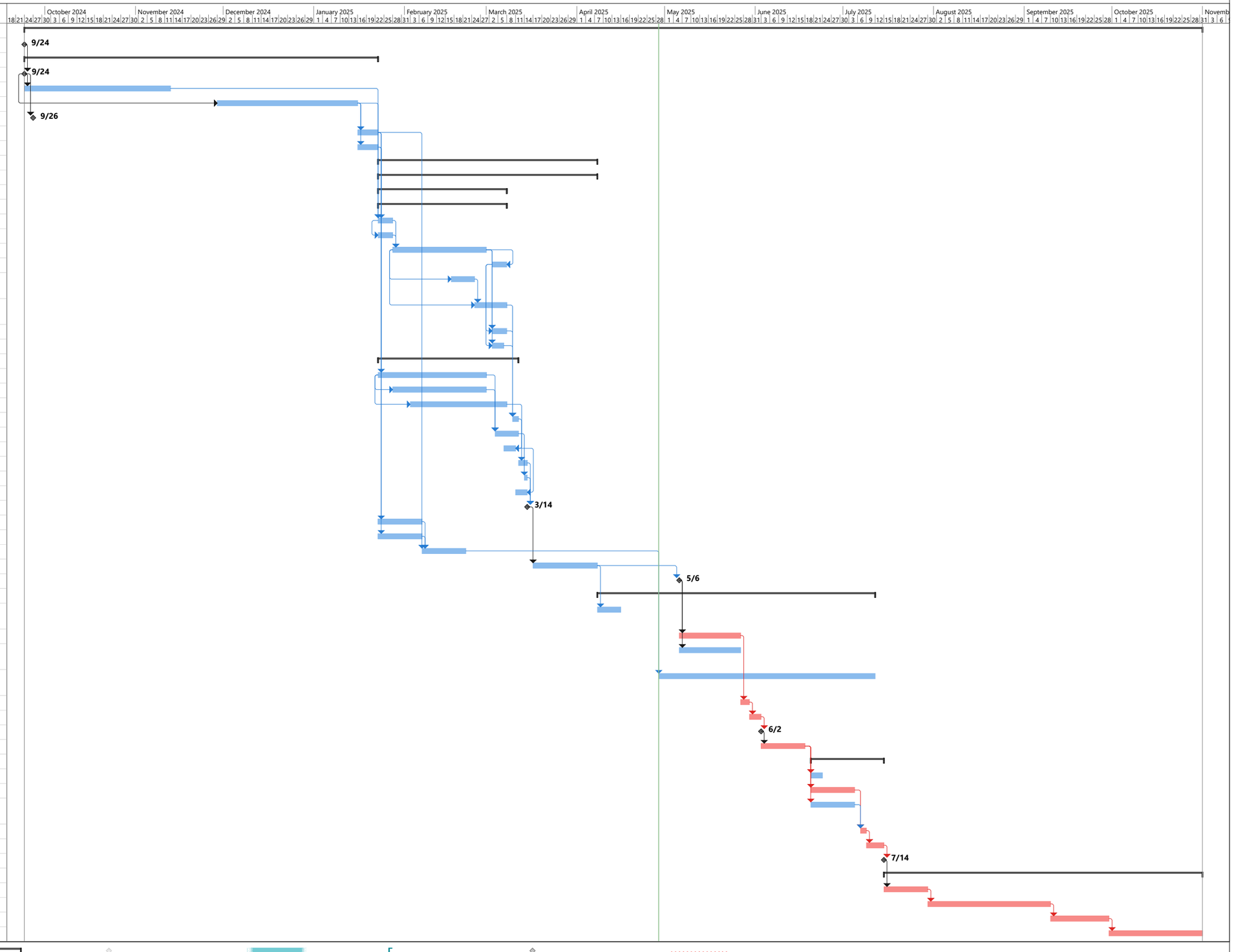
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unit of government. As a result, there may be adjustments to boundaries based upon review by a regulatory agency. An agency determination can vary from time to time depending on various factors including, but not limited to, the agency representative completing the review, the timeliness of the agency review, recent precipitation patterns, and season of the year. In addition, the physical characteristics of the site can change over time, depending on the weather, vegetation patterns, drainage, activities on adjacent parcels, or other events. Any of these factors can change the nature and extent of wetlands on the site.

- Any site visits by regulatory agencies are specifically excluded but may be performed for an additional cost at the request of the Client.

Docusign Envelope ID: 33075E72-D170-4BD1-BA41-45BD29CD3E82

ID	Task Name	Duration	Start	Finish
1	**North barker Street Design Schedule**	**403 days**	**Tue 9/24/24**	**Fri 10/31/25**
2	Start Date	0 days	Tue 9/24/24	Tue 9/24/24
3	**NTP & Data Collection**	**121 days**	**Tue 9/24/24**	**Wed 1/22/25**
4	Notice To Proceed (NTP)	0 days	Tue 9/24/24	Tue 9/24/24
5	Data Collection & Field Reconnaissance	50 days	Tue 9/24/24	Tue 11/12/24
6	Right of Entry Coordination	48 days	Fri 11/29/24	Wed 1/15/25
7	Design Concept Conference	0 days	Thu 9/26/24	Thu 9/26/24
8	Environmental Data Collection	7 days	Thu 1/16/25	Wed 1/22/25
9	Design Survey	7 days	Thu 1/16/25	Wed 1/22/25
10	**60% Submittal (PS&E)**	**75 days**	**Thu 1/23/25**	**Mon 4/7/25**
11	**Preliminary Roadway Design**	**75 days**	**Thu 1/23/25**	**Mon 4/7/25**
12	**Develop 60% PS&E (Plans and Estimate)**	**44 days**	**Thu 1/23/25**	**Fri 3/7/25**
13	**Geometric Design**	**44 days**	**Thu 1/23/25**	**Fri 3/7/25**
14	Title Sheet	5 days	Thu 1/23/25	Mon 1/27/25
15	Typical Sections	5 days	Thu 1/23/25	Mon 1/27/25
16	Plan& Profile	32 days	Tue 1/28/25	Fri 2/28/25
17	Intersection/Driveway Details	5 days	Mon 3/3/25	Fri 3/7/25
18	Miscellaneous (HAL, Removal Layout, SW3P, Misc Road details, fiber intl., etc	8 days	Mon 2/17/25	Mon 2/24/25
19	Update Model/design cross sections/earthwork	11 days	Tue 2/25/25	Fri 3/7/25
20	Traffic Control Plans (Narrative only)	5 days	Mon 3/3/25	Fri 3/7/25
21	Signing/Pavement markings	4 days	Mon 3/3/25	Thu 3/6/25
22	**Drainage**	**48 days**	**Thu 1/23/25**	**Tue 3/11/25**
23	Preliminary Drainage Design	37 days	Thu 1/23/25	Fri 2/28/25
24	Culvert Design (include Qty & Estimates)	32 days	Tue 1/28/25	Fri 2/28/25
25	Preliminary Drainage Report	33 days	Mon 2/3/25	Fri 3/7/25
26	60% Roadway QAQC	2 days	Mon 3/10/25	Tue 3/11/25
27	60% Drainage Design (QA/QC)	8 days	Tue 3/4/25	Tue 3/11/25
28	Preliminary Drainage Report (QA/QC)	4 days	Fri 3/7/25	Mon 3/10/25
29	60% PS&E Design Revisions	3 days	Wed 3/12/25	Fri 3/14/25
30	60% Drainage Design Revisions	1 day	Fri 3/14/25	Fri 3/14/25
31	Preliminary Drainage Report Revisions	4 days	Tue 3/11/25	Fri 3/14/25
32	60% PS&E & Drainage Design Submittal	0 days	Fri 3/14/25	Fri 3/14/25
33	Preliminary Enviornmental Exploration	15 days	Thu 1/23/25	Thu 2/6/25
34	Property Owner Meetings	15 days	Thu 1/23/25	Thu 2/6/25
35	Environmental Documentation / Reporting	15 days	Fri 2/7/25	Fri 2/21/25
36	WILCO Review (60% PS&E & Drainage)	22 days	Mon 3/17/25	Mon 4/7/25
37	Execute SWA#2 to WA#2	0 days	Tue 5/6/25	Tue 5/6/25
38	**100% Submittal (PS&E)**	**95 days**	**Tue 4/8/25**	**Fri 7/11/25**
39	Review and Respond to Comments (60% PS&E, Envn and Drainage)	8 days	Tue 4/8/25	Tue 4/15/25
40	Develop 100% PS&E (Plans and Estimate)	21 days	Tue 5/6/25	Mon 5/26/25
41	Develop Supporting Documents (GN and CONST Schedule)	21 days	Tue 5/6/25	Mon 5/26/25
42	Final Environmental/Drainage Report/Memo (include Agency approval)	74 days	Tue 4/29/25	Fri 7/11/25
43	100% PS&E QAQC	3 days	Tue 5/27/25	Thu 5/29/25
44	100% PS&E Design Revisions	4 days	Fri 5/30/25	Mon 6/2/25
45	100% PS&E Submittal	0 days	Mon 6/2/25	Mon 6/2/25
46	WILCO Review	15 days	Tue 6/3/25	Tue 6/17/25
47	**Final Submittal (PS&E)**	**25 days**	**Fri 6/20/25**	**Mon 7/14/25**
48	Review and Respond to Comments	4 days	Fri 6/20/25	Mon 6/23/25
49	Finalize PS&E (Plans and Estimate)	15 days	Fri 6/20/25	Fri 7/4/25
50	Finalize Supporting Documents (GN and CONST Schedule)	15 days	Fri 6/20/25	Fri 7/4/25
51	Final PS&E QAQC	2 days	Mon 7/7/25	Tue 7/8/25
52	Final PS&E Design Revisions	6 days	Wed 7/9/25	Mon 7/14/25
53	Final PS&E Submittal	0 days	Mon 7/14/25	Mon 7/14/25
54	**Bid Phase Services**	**109 days**	**Tue 7/15/25**	**Fri 10/31/25**
55	Develop Project Manual & Approval to Advertis	15 days	Tue 7/15/25	Tue 7/29/25
56	Advertisment	30 days	Wed 7/30/25	Tue 9/9/25
57	Bid Opening	20 days	Wed 9/10/25	Mon 9/29/25
58	Bid Recommendation	32 days	Tue 9/30/25	Fri 10/31/25



Project: North Barker Street
Williamson County
Date: Tue 4/29/25

Docusign Envelope ID: 33075E72-D170-4BD1-BA41-45BD29CD3E82

ATTACHMENT D2
FEE SCHEDULE

FOR
JOHNSON, MIRMIRAN & THOMPSON, INC.

North Barker Street

For services described in the Scope of Services, we request the compensation as detailed below. Cost breakdowns for engineering services and explanation of expenses are shown on the following pages.

TOTAL FEE

$ 46,525.00

Docusign Envelope ID: 33075E72-D170-4BD1-BA41-45BD29CD3E82

FEE SCHEDULE

Task	JMT	SCSI	TOTAL
Task 1 - Project Management	$ 6,700.00	$ -	$ 6,700.00
Task 2 - Route and Design Studies	$ (1,960.00)	$ -	$ (1,960.00)
Task 3 - Public Involvement	$ (4,055.00)	$ -	$ (4,055.00)
Task 4 - Surveying	$ 15,310.00	$ -	$ 15,310.00
Task 5 - Drainage Study	$ -	$ -	$ -
Task 6 - Environmental Services	$ 1,680.00	$ 14,630.00	$ 16,310.00
Task 7 - Plan Preparation (60%,100% & Final)	$ 14,220.00	$ -	$ 14,220.00
Task 8 - Bidding Phase Services	$ -	$ -	$ -
ODEs	$ -	$ -	$ -
TOTALS	$ 31,895.00	$ 14,630.00	$ 46,525.00

Docusign Envelope ID: 33075E72-D170-4BD1-BA41-45BD29CD3E82

Summary of Manhours by Classification
Johnson, Mirmiran & Thompson, Inc. (JMT)
SWA#2 To WA#2

Description of Work or Task	Principal Engineer $340.00/Hr	Project Manager $320.00/Hr	Sr. QC Reviewer $260.00/Hr	Project Engineer $200.00/Hr	Design Engineer $160.00/Hr	EIT $125.00/Hr	Senior Env. Planner $240.00/Hr	Admin/Clerical $100.00/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
Task 1 - Project Management										
B. Monthly Progress Reports, Invoices and Billings(5 additional months)		5							5	$1,600.00
C. Quality Assurance and Quality Control QAQC (60/100/Final PS&Es)		4	4						8	$2,320.00
D. Project Coordination & Administration	1	2							3	$980.00
E. Progress/Coordination Meetings (up to 3 additional meetings)		3						2	5	$1,160.00
F. Project Schedule		2							2	$640.00
Task 1 Hours:	**1**	**16**	**4**	**0**	**0**			**2**	**23**	
Task 1 Subtotal:	**$340.00**	**$5,120.00**	**$1,040.00**	**$0.00**	**$0.00**			**$200.00**		**$6,700.00**
Task 2 - Route and Design Studies										
A. Data Collection									0	$0.00
B. Stakeholder Coordination	-3	-2						-3	-8	-$1,960.00
Task 2 Hours:	**-3**	**-2**		**0**	**0**	**0**		**-3**	**-8**	
Task 2 Subtotal:	**-$1,020.00**	**-$640.00**		**$0.00**	**$0.00**	**$0.00**		**-$300.00**		**-$1,960.00**
Task 3 - Public Involvement									`	
A. General Public Outreach and Engagement	-1	-2				-2		-2	-7	-$1,430.00
Property Owner Meeting	-2	-2							-4	-$1,320.00
B. Public Meeting/Open House	-1	-2				-1		-2	-6	-$1,305.00
Task 3 Hours:	**-4**	**-6**		**0**	**0**	**-3**		**-4**	**-17**	
Task 3 Subtotal:	**-$1,360.00**	**-$1,920.00**		**$0.00**	**$0.00**	**-$375.00**		**-$400.00**		**-$4,055.00**
Task 4 - Surveying										
A Right of Entry Letter (3-Exhibits for Sheets and Crossfield)	3	8		2	38	42			93	$15,310.00
B Field Surveying									0	$0.00
Task 4 Hours:	**3**	**8**	**0**	**2**	**38**	**42**	**0**	**0**	**93**	
Task 4 Subtotal:	**$1,020.00**	**$2,560.00**	**$0.00**	**$400.00**	**$6,080.00**	**$5,250.00**	**$0.00**	**$0.00**		**$15,310.00**
Task 6 - Environmental Services										
A. County Due Diligence									0	$0.00
RPW Analysis		1					1		2	$560.00
USACE Pre-Application Meeting		2					2		4	$1,120.00
NPR Letter Request									0	$0.00
Conditional/Functional Assessment									0	$0.00
Pre-Construction Notification									0	$0.00
IP Application									0	$0.00
E Historical Site Compliance									0	$0.00
F. Texas Antiquities Code (TAC) Compliance & Archeological Survey									0	$0.00
Task 6 hours	**0**	**3**	**0**	**0**	**0**	**0**	**3**		**6**	
Task 6 Subtotal:	**$0.00**	**$960.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$720.00**	**$0.00**		**$1,680.00**
Task 7 - Plan Preparation (60%,100% & Final)										
B. Roadway Plans									0	$0.00
Geometric Design									0	$0.00
Title Sheet / Project Layouts				4					4	$800.00
Typical Sections									0	$0.00
Plan & Profile Sheets		6	4		4	4			18	$4,100.00
Alignment Data Sheets / Misc. Roadway Details									0	$0.00
Removal Layouts									0	$0.00
Generate Cross Sections									0	$0.00
Quantities/Summary sheet									0	$0.00
Standards, Specification & Estimate									0	$0.00
C. Drainage									0	$0.00
Culvert/Channel			4	10	10				24	$4,640.00
D. Signing, Markings									0	$0.00
Pavement Markings									0	$0.00
E. Traffic Control									0	$0.00
Traffic control (Narrative only)									0	$0.00
Small Signs									0	$0.00
Calculate earthwork volumes									0	$0.00
F. Structural Design (Up to two milestone submittals)		2	2	8	12				24	$4,680.00
Task 7 Hours:	**0**	**8**	**10**	**22**	**26**	**4**	**0**	**0**	**70**	
Task 7 Subtotal:	**$0.00**	**$2,560.00**	**$2,600.00**	**$4,400.00**	**$4,160.00**	**$500.00**	**$0.00**	**$0.00**		**$14,220.00**
Total Hours all Tasks	-3.00	27.00	14.00	24.00	64.00	43.00	3.00	-5.00	167.00	
JMT SUMMARY	**-$1,020.00**	**$8,640.00**	**$3,640.00**	**$4,800.00**	**$10,240.00**	**$5,375.00**	**$720.00**	**-$500.00**		**$31,895.00**

Docusign Envelope ID: 33075E72-D170-4BD1-BA41-45BD29CD3E82

Summary of Direct Expenses
Johnson, Mirmiran & Thompson, Inc. (JMT)

Item Description	Unit	Quantity	Unit Cost	Total Cost
Direct Expenses				
I. Mileage	MILE		$0.670	**$0.00**
II. Photocopies B/W (11" X 17")	EA		$0.25	**$0.00**
III. Photocopies Color (8.5" X 11")	EA		$1.00	**$0.00**
IV. Photocopies Color (11" X 17")	EA		$2.00	**$0.00**
V. Large Format Plotting	SF		$2.50	**$0.00**
			Total Direct Expenses	**$0.00**

Docusign Envelope ID: 33075E72-D170-4BD1-BA41-45BD29CD3E82

Summary of Manhours by Classification
Stantec Consulting Services, Inc. (SCSI)

Description of Work or Task	Sr. Project Manager $190.00/Hr	Project Manager $150.00/Hr	Senior Env. Scientist $150.00/Hr	Env. Scientist $125.00/Hr	Senior Historian $180.00/Hr	Historian $140.00/Hr	Senior Archeologist $180.00/Hr	Archeologist $125.00/Hr	Senior GIS Analyst $150.00/Hr	GIS Analyst $125.00/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
Task 6 - Environmental Services												
A. County Due Deligence												$ -
RPW Analysis		4	8	24					1	4	41	$ 5,450.00
USACE Pre-Application Meeting	2	4	12	16					2	8	44	$ 6,080.00
NPR Letter Request		2	2	16						4	24	$ 3,100.00
Conditional/Functional Assessment											0	$ -
Pre-Construction Notification											0	$ -
												$ -
E Historical Site Compliance											0	$ -
F. Texas Antiquities Code (TAC) Compliance & Archeological Survey											0	$ -
Task 6 Hours:	**2**	**6**	**22**	**56**	**0**	**0**	**0**	**0**	**3**	**16**	**109**	
Task 6 Subtotal:	**$380.00**	**$900.00**	**$3,300.00**	**$7,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$450.00**	**$2,000.00**		**$14,630.00**
SCSI SUMMARY	**$380.00**	**$900.00**	**$3,300.00**	**$7,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$450.00**	**$2,000.00**	**109**	**$14,630.00**

Docusign Envelope ID: 33075E72-D170-4BD1-BA41-45BD29CD3E82

Summary of Direct Expenses
Stantec Consulting Services, Inc. (SCSI)

Item Description	Unit	Quantity	Unit Cost	Total Cost
Direct Expenses				
I. THC/TARL Site Registration Form	EA		$110.000	**$0.00**
II. CAS Records Curation Fee	EA		$600.00	**$0.00**
III. Mileage	MILE		$0.70	**$0.00**
iv. Per Diem	Day		$46.00	**$0.00**
			Total Direct Expenses	**$0.00**

Commissioners Court - Regular Session **63.**

Meeting Date: 05/13/2025

LHB West - HDR - PSA Amendment #1

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Contract Amendment No. 1 to the Liberty Hill Bypass West (Segment 1) contract executed March 19, 2024, between Williamson County and HDR Engineering, Inc. relating to the 2023 Road Bond Program. Project: P662 Fund Source: Road Bonds

Background

This Contract Amendment No. 1 amends the Exhibit D - Rate Schedule in the Master Contract to allow for the addition of rates/services.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LHB West - HDR - PSA Amendment #1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/08/2025 10:39 AM
Form Started By: Marie Walters		Started On: 05/07/2025 11:26 AM
Final Approval Date: 05/08/2025		

CONTRACT AMENDMENT NO. __1__
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
Liberty Hill Bypass West (Segment 1) ("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 HDR Engineering, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective _March 19_, 2024_ (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $ 4,600,000.00 ; and,

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

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

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

I. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

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

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, to be effective as of NOVEMBER 11, 2024.

ENGINEER:

By: _____
Signature

Digitally signed by Word, Justin
Date: 2025.05.06 09:08:53-05'00'

Justin Word, P.E.
Printed Name

Senior Vice President
Title

05/06/2025
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

APPROVED
By Christen Eschberger at 11:24 am, May 06, 2025

No change to PSA rates

HDR Engineering, Inc. Liberty Hill Bypass West (Segment 1) Project	
	RATE SCHEDULE IN PSA EXHIBIT D (per hour)
Principal-in-charge	$ 398.00
Project Manager	$ 341.00
Sr. QC Reviewer	$ 342.00
Senior Project Engineer	$ 273.00
Project Engineer	$ 181.00
Design Engineer	$ 160.00
EIT	$ 131.00
GIS Technician	$ 107.00
Junior GIS Technician	$ 119.00
Senior GIS Technician	$ 148.00
Senior Env Project Manager	$ 311.00
Senior Env Planner	$ 266.00
Env Scientist	$ 144.00
Env Planner IV	$ 163.00
Env Planner III	$ 138.00
Env Planner I/II	$ 121.00
Admin/Clerical	$ 98.00
Sr. Structural Engineer	$ 300.00
Structural Engineer II	$ 269.00
Structural Engineer I	$ 211.00
Sr. Traffic Engineer	$ 295.00
Traffic Engineer II	$ 223.00
Traffic Engineer I	$ 169.00
Traffic EIT (Senior)	$ 140.00
Traffic EIT/Coordinator	$ 131.00
Senior CADD Technician	$ 190.00
CADD Technician	$ 130.00

New items/ rates added

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.

DIRECT EXPENSES	Price	Unit
Mileage (per mile)	Current Federal Rate	per mile
GPS	$25.00	per hour
TCEQ CZP FEE>100 acre non residental site	Actual Cost	each
CLOMR Fee FEMA	Actual Cost	each
Backhoe	Actual Cost	each
Site File registration	Actual Cost	each
Rental Vehicle	Actual Cost	each
Hazardous Materials Regulatory Database Radius Report	Actual Cost	each

No change to PSA rates

The Estes Group, LLC Liberty Hill Bypass West (Segment 1) Project	
	RATE SCHEDULE IN PSA EXHIBIT D (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

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.

No change to PSA rates

RS&H, Inc. Liberty Hill Bypass West (Segment 1) Project	
	RATE SCHEDULE IN PSA EXHIBIT D (per hour)
Project Principal	$ 310.00
Project Manager	$ 295.00
Sr. QC Reviewer	$ 290.00
Senior Project Engineer	$ 275.00
Project Engineer	$ 200.00
Design Engineer	$ 170.00
Jr. Engineer	$ 145.00
EIT	$ 118.00
Senior GIS Technician	$ 180.00
Sr Engineer Technician	$ 167.00
CADD Operator	$ 90.00
Senior Env Project Manager	$ 204.00
Senior Env Planner	$ 185.00
Env Scientist	$ 100.00
Admin/Clerical	$ 110.00
Sr. Structural Engineer	$ 290.00
Structural Engineer	$ 215.00
Jr. Structural Engineer	$ 155.00
Sr. Drainage Engineer	$ 200.00
Traffic Engineer	$ 181.00

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.

DIRECT EXPENSES	Price	Unit
Photocopies B/W (8 1/2" X 11")	$0.15	each
Photocopies B/W (11" X 17")	$0.25	each
Photocopies Color (8 1/2" X 11")	$1.00	each
Photocopies Color (11" X 17")	$1.25	each
Plots (B/W on Bond) (per sq ft)	$1.00	each
Plots (Color on Bond) (per sq ft)	$1.75	each

No change to PSA rates

Aguirre & Fields, L.P. Liberty Hill Bypass West (Segment 1) Project	
	RATE SCHEDULE IN PSA EXHIBIT D (per hour)
Project Manager	$ 309.00
Sr. QC Reviewer	$ 263.00
Senior Project Engineer	$ 260.00
Project Engineer	$ 195.00
Design Engineer	$ 170.00
EIT	$ 121.00
Senior GIS Technician	$ 186.00
Sr Engineer Technician	$ 186.00
CADD Operator	$ 109.00
Admin/Clerical	$ 93.00
Sr. Structural Engineer	$ 276.00
Structural Engineer	$ 192.00
Sr. Drainage Engineer	$ 276.00
Drainage Engineer	$ 177.00
Sr. Traffic Engineer	$ 276.00
Traffic Engineer	$ 177.00

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.

No change to PSA rates

SAM Liberty Hill Bypass West (Segment 1) Project	
	RATE SCHEDULE IN PSA EXHIBIT D (per hour)
SURVEY OFFICE PERSONNEL RATES:	
Principal/Department Manager	300.00
Senior Project Manager	250.00
Project Manager	205.00
Staff Surveyor	190.00
Phase Manager	170.00
Project Coordinator	150.00
Senior Survey Technician	135.00
Survey Technician	120.00
Project Specialist	125.00
Administration / Clerical Support	105.00
SURVEY FIELD CREW RATES:	
One (1) Person Survey Field Crew	135.00
Two (2) Person Survey Field Crew	185.00
Three (3) Person Survey Field Crew	260.00
Field Coordinator	140.00
Field Ops Manager	195.00
Additional Rodperson, Chainperson or Flagperson	80.00
GEOSPATIAL OFFICE PERSONNEL RATES:	
Director/Operations Manager	360.00
Senior Project Manager	275.00
Acquisition Manager	240.00
Project Manager	210.00
Aircraft Pilot	205.00
Two (2) Person UAS Crew – Unmanned Pilot & Observer	235.00
Three (3) Person UAS Crew – Unmanned Pilot & 2 Observers	365.00
Photogrammetrist / Project Lead /sensor operator (Tech3)	135.00
Acquisition / Calibration / Aerial Triangulation Technician (Tech2)	120.00
LiDAR / Photogrammetry Technician (Tech1)	105.00
SURVEY EQUIPMENT RATES:	
GPS Receiver	10.00
ATV	25.00
SX-10	35.00
Digital Level	5.00
Aluminum Boat	15.00
VM810 Survey	5.75
RD8100 Survey	11.25
SPAR 300 Kit	5.00
Weather Station	6.00
Tier 1 HDS Scanner (BLK360 & Faro)	33.00
Robotic Total Station S-7	20.00
Robotic Total Station S-9	20.00

GEOSPATIAL EQUIPMENT RATES:	
Riegl VQ 1560I or 1560II LiDAR System	1300.00
Riegl VQ 480II or 780I LiDAR System	10000.00
Mobile Mapping System, includes 360° Camera System (Equipment Only)	1000.00
Mobile Mapping Equipment Stand-by Fee (Equipment Only)	200.00
HDS Laser Scanner	100.00
High Rail Equipped Vehicle	10.00
Oblique HD Camera System	30.00
Video Camera System – Manned Aircraft	5.00
360° Camera System – Terrestrial or Marine Stand Alone	100.00
Helicopter (Turbine Engine Powered)	1450.00
Helicopter (Reciprocal Engine Powered)	850.00
Fixed Wing Twin Engine piston	1300.00
Fixed Wing Single Engine (piston)	750.00
Fixed wing single engine turbine	1400.00
M600 or equivalent multirotor Unmanned Aerial System	750.00
GPS Receiver (Unmanned)	10.00
Geospatial Work Station	15.00
Digital Imagery Processing	32.00
Aerial Photography Flight Crew (Fixed Wing Aircraft)	205.00
LiDAR Flight Crew Fixed Wing Aircraft (Includes Pilot and LiDAR Operator)	120.00
Helicopter Flight Crew (Includes Pilot and LiDAR Operator)	325.00
AP Transit Miles	12.00
AP Project Flight Miles	32.00
AP ABGPS Processing	3000.00
FWAL Transit Miles	12.00
FWAL Project Flight Miles	32.00
B&W Processing (film, development, scanning)	10.00
CIR Processing (film, development, scanning)	10.00
Color Processing (Film, development, scanning)	15.00
Digital Image Processing	27.00
DIRECT EXPENSES	
Primary Control Monuments	90.00
Ground Target	20.00

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.

No change to PSA rates

FIRM - HVJ South Central Liberty Hill Bypass West (Segment 1) Project	
	RATE SCHEDULE IN PSA EXHIBIT D (per hour)
Project Manager	$ 220.00
Principal	$ 295.00
Sr. QC Reviewer	$ 275.00
Senior Project Engineer	$ 215.00
Project Engineer	$ 160.00
Design Engineer	$ 145.00
EIT	$ 125.00
Senior Technician	$ 95.00
Technician	$ 80.00
Field Geologist	$ 95.00
Admin	$ 85.00

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.

New items/rates added - Rates are same as On-Call PSA for 2023

DIRECT EXPENSES		Unit
Mileage (per mile)	Current Federal Rate	per mile
Postage	Current Postal Rate	each
Overnight Mail- letter size	Current Postal Rate	each
Overnight Mail – oversized box	Current Postal Rate	each
Outsourced Printing	Actual Cost	each
Courrier Services	Actual Cost	each
Parking Fees	Actual Cost	each
Highway Toll Charges	Actual Cost	each
Moisture Content in Soil	$36.00	each
Determine Liquid Limit of Soils	$62.00	each
Determine Plastic Limit of Soils	$62.00	each
Determine Plasticity Index	$55.00	each
Particle Size Analysis of Soil	$210.00	each
Determining Sulfate Content in Soils	$156.00	each
Unconfined Compressive Strength (Soil)	$86.00	each
Unconfined Compressive Strength (Rock)	$115.00	each
Amount of Material in Soils Finer than the # 200 Sieve	$80.00	each
Consolidated Undrained Triaxial Compression Test for Undisturbed Soils(CU) or ASTM D4767 (Multiple-stage)	$2,100.00	each
One Dimensional Swell Method C	$375.00	each
SEM analysis of soil	$500.00	each
Dynamic Cone Penetrometer	$100.00	each
Soil Lime Testing Part 3	$420.00	each
Soil Organic Content	$400.00	each
California Bearing Ratio (Single Sample without MD Curve)	$440.00	each
Triaxial Compression Test for Disturbed Soils and Base Materials	$2,400.00	each
Laboratory Compaction Characteristics and Moisture-Density Relationship of Subgrade, Embankment Soils, and Backfill Material	$380.00	per hour
One Dimensional Consolidation Properties of Soil	$700.00	each

No change to PSA rates

GRAM Liberty Hill Bypass West (Segment 1) Project	
	RATE SCHEDULE IN PSA EXHIBIT D (per hour)
Project Manager	$ 116.79
Sr. QC Reviewer	$ 92.07
Admin/Clerical	$ 106.56
Traffic Technician	$ 51.15
Field Supervisor	$ 73.31

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.

DIRECT EXPENSES	Price	Unit
Mileage (per mile)	Current Federal Rate	per mile
GPS	$25.00	per hour
24-hour Volume Counts	$600.00	lump sum

No change to PSA rates

Cambrian Liberty Hill Bypass West (Segment 1) Project	
	RATE SCHEDULE IN PSA EXHIBIT D (per hour)
Project Manager	$ 225.00
Sr. TCEQ Regulatory Specialist	$ 175.00
Senior Karst Geoscientist	$ 190.00
Karst Geoscientist	$ 165.00
Senior Biologist	$ 160.00
Karst Biologist	$ 125.00
Karst Technician	$ 90.00

Commissioners Court - Regular Session **64.**

Meeting Date: 05/13/2025

Robinson Ranch - HDR - WA#1

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Work Authorization No. 1 to the Robinson Ranch Road contract executed on February 12, 2025, between Williamson County and HDR Engineering, Inc. relating to the 2023 Road Bond Program. Project: P338 Fund Source: Road Bonds

Background

The HDR Engineering, Inc. Work Authorization No. 1 is for schematic and environmental efforts in the amount of $1,522,070.80 and terminates on 12/31/2025. This WA amount stays under the contract cap.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Robinson Ranch - HDR - WA#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/08/2025 01:12 PM
Form Started By: Marie Walters		Started On: 05/08/2025 11:03 AM
Final Approval Date: 05/08/2025		

WORK AUTHORIZATION NO. 1

WILLIAMSON COUNTY ROAD BOND PROJECT:
24RFSQ11 RM 620/SH 45 Extension to McNeil Road
(Robinson Ranch Road)

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated February 12th, 2025 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and HDR Engineering, 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 $1,522,070.80

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 December 31st , 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. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

Continued next page

EXECUTED this_____day of_____, 20___.

ENGINEER:	COUNTY:
HDR Engineering, Inc.	Williamson County, Texas
By:_____ Digitally signed by Word, Justin Date: 2025.05.07 10:32:10-05'00'	By: _____
Signature	Signature
Justin Word	
Printed Name	Printed Name
Senior Vice President	
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

APPROVED
By Christen Eschberger at 10:54 am, May 08, 2025

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY
FOR 24RFSQ11 RM 620/SH 45 Extension to McNeil Road (Robinson Ranch Road)

In general, Williamson County and its representatives to their best efforts will render services as follows:

1. Name, business address and phone number of County's project manager.

2. Assistance to the Engineer, 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 Engineer.

4. Provide available appropriate County data on file, plans and specifications that are deemed pertinent to the completion of the work required by the scope of services (including 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 Engineer to maintain the project work schedule. Review recommendations offered by the Engineer, 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 Engineer 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 ROW.

13. Provide an estimate of the cost for any required ROW, easements, and associated improvements, if these are to be included in the Engineer's Estimate of Probable Construction Cost.

14. Provide available horizontal control points, benchmark elevations and descriptions for vertical control in the project area.

15. Provide construction observation and review contractor pay applications and progress.

16. Provide Engineer with Contractor submittals, Requests for Information (RFI's), shop drawings, and correspondence.

17. Review Engineer progress, submittals, and plan changes.

18. Processing of all periodic payment requests submitted by Engineer.

19. Provide previously approved Design Summary Form (DSF) and Design Summary Report (DSR).

20. Provide available Hydrologic/Hydraulic models from the schematic phase.

ATTACHMENT B

SERVICES TO BE PROVIDED BY THE ENGINEER FOR

24RFSQ11 RM 620/SH 45 Extension to McNeil Road (Robinson Ranch Road)

Work Authorization 1: Schematic and Environmental Studies

PROJECT DESCRIPTION

Project Limits

The project limits are from RM-620 and SH-45 to McNeil Rd, an approximate length of 2.3 miles

Existing Facility

Not applicable due to brand new alignment.

Proposed Facility

The ultimate condition for the roadway consists of 3-12' lanes in each direction, a curbed median with openings at designated cross streets and applicable developments, curb and gutter, and a proposed stormwater system. The proposed ROW is approximately 146 feet. This facility includes 3 bridges crossings over three existing floodplains and CapMetro railroad.

Design Criteria

The proposed design criteria for the project will be developed from the Williamson County Design Manual and TxDOT design criteria. TxDOT Criteria only applies to portions the project within TxDOT ROW. The bridge crossing railroad tracks will be developed to meet CapMetro criteria.

1. TASK 1-PROJECT MANAGEMENT

   a. COMMUNICATION

      - Engineer shall designate one Licensed Professional Engineer (Texas) to be responsible for the project, management, and communications with the County and its representatives.

   b. MONTHLY PROGRESS REPORT, INVOICES, AND BILLINGS (12 months assumed):
      - Submit monthly progress status reports to the GEC. Progress reports will include: deliverable table, task 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 report will be incorporated into the monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.

      - Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current County requirements.

   c. QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC) PLAN:
      - Prepare a project specific QA/QC plan and submit to the County within thirty (30) days of notice to proceed.

      - For each deliverable submittal, provide evidence of their internal review and mark-up of that deliverable as preparations for submittal and in accordance with submitted project specific QA/QC plan.

      - Provide continuous QA/QC throughout the duration of the scheduled services included herein to appraise both technical and business performance and provide direction for project activities.

   d. PROJECT COORDINATION & ADMINISTRATION:

      - Prepare and maintain routine project record keeping including records of meetings and minutes.

- Correspondence and coordination will be handled through & with the concurrence of the GEC.
- 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 Engineer's team/staff, coordinate and review sub-consultant work, correspond with the County and its representatives, and assist the County and its representatives in preparing responses to Project-related inquiries.

e. PROGRESS/COORDINATION MEETINGS (24 external meetings assumed):

- Attend a kickoff meeting and bi-weekly coordination/progress meeting with the County and its representatives and stakeholders, as necessary to communicate development of the project and design issues.
- Prepare agenda and sign-in sheets for external coordination/progress meetings.
- Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting.
- Conduct weekly internal coordination meetings as required to advance the development of the project (assumed Project Manager and Task Leads).

f. PROJECT DESIGN SCHEDULE:

- Maintain a project schedule indicating tasks, subtasks, critical dates, milestones, and deliverables. Submit to County as requested.
- Baseline Schedule - Submit a CPM Baseline Schedule in calendar day (CD) format to the County for approval, using P6 Primavera or Microsoft Project in both pdf and native formats within 14 calendar days of the Work Authorization execution. This schedule should detail work activities, including those by the County affecting the critical path. It shall outline the execution strategy, critical path, milestones, deliverables, and for each activity, its predecessors, successors, start and end dates, and float. Changes to schedule activities, durations, and dates require County

consent, except for adjustments due to approved supplements or County-sanctioned project duration changes.

- Progress Schedule – Submit an updated Progress Schedule with each significant milestone and/or deliverable identified by the County, detailing actual work completion percentages and incorporating approved supplements. If the schedule deviates from the baseline, a recovery schedule approved by the County is required.

g. PROJECT DOCUMENTS/FILES:

- 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.

h. DELIVERABLES:

- Monthly Invoices and Progress Reports including Deliverable Table
- Project Specific QA/QC Plan
- Meeting Minutes, Sign-In Sheets, and Agendas
- Project Schedule and Updates
- Project Files
- QA/QC Documentation with Deliverable

2. TASK 2-ROUTE AND DESIGN STUDIES

a. DATA COLLECTION:

- Perform record research and obtaining existing information, including but not limited to: as-built plans, construction plans, right of way maps, traffic data, environmental reports, studies, future land use maps, floodplain data, floodplain, geotechnical reports, pavement design reports, and drainage models and analyses. Obtain construction plans for projects within the project limits and abutting TxDOT and County

Roads. Obtain drainage studies, reports, and mapping for the project area, including reports for developments affecting the drainage area.

- Conduct a field investigation of the proposed roadway alignment and the surrounding area to determine field conditions including photographic record of notable existing features.
- Develop and maintain adjacent property ownership information (including owner's name, tenant name for leased property, mailing address, property address, property id number) spreadsheet to be used for disseminating project information.
- Review aerial photography and contours provided by Williamson County. County provided aerial photography and contours will be the basis for developing constraints maps and route options.
- Obtain historical traffic counts and crash data from available sources. Collect peak period turning movement counts at the SH 45N / RM 620 / Pearson Ranch Road box diamond interchange. Obtain traffic projections from the County and evaluate if the projections need adjusting.
- Review the data collected and organize the information.

b. DESIGN CRITERIA:

- Submit a Design Summary Form (DSF) and typical sections in accordance with the latest version of Williamson County Design Criteria Manual., and Design Summary Report (DSR) per TxDOT Roadway Design Manual as applicable.

c. CONSTRAINT MAP (1 preliminary alignment assumed):

- Develop evaluation criteria to assist in evaluating route alignment alternatives.
- Develop a constraints map and technical memorandum that includes environmental concerns, known constraints (structures, floodplain, karst features), aerial photography, contour information, utility information, based on research of public databases and sources and

details screening measures and decision practices for eliminating non-viable corridors.

- Refine preliminary alignment based on stakeholder input, design criteria, existing structures, potential displacements, right of way limits and requirements, known developments, FEMA floodplain areas, existing and proposed drainage structures and issues.

d. DELIVERABLES:

- Results of Records Research of Existing Information to ProjectWise.
- Property Owner Spreadsheet and Updates
- Constraints Map Preliminary Alignments and Technical Memorandum (pdf and hardcopies)
- Constraints Map Refined Alignment and Technical Memorandum Recommendation (pdf and hardcopies)
- Design Summary Form, Design Summary Report, and typical sections (pdf and hardcopies)
- Raw turning movement count data, SH 45N / RM 620 / Pearson Ranch Road box diamond interchange

3. TASK 3-PUBLIC INVOLVEMENT

a. PUBLIC INVOLVEMENT SUPPORT

- Review he project's Public Involvement plan prepared by others.
- Provide information or data for fact sheets and FAQs.
- Provide exhibits for website and other project information sites (up to 2 exhibits assumed).

b. PROPERTY OWNER MEETING SUPPORT

As this is a Road Bond Project, public involvement activities will be conducted through the County's existing public involvement contract with Rifeline. The engineer will provide support for the Public Involvement plans for the following activities:

- Prepare materials and provide support and exhibits for meetings with Individual Property Owners (up to 3 meetings assumed).
- Provide property owner exhibits identifying parent tract (including area) and right-of-way acquisition (including parcel acquisition and remainder areas) (assumed 2 exhibits).
- One person will attend meetings as requested (up to 6 meetings).

c. AGENCY COORDINATION MEETINGS

- Coordinate with affected state and local agencies and County's consultants.
- Prepare agendas, sign in sheets, meeting minutes, discussion topics, presentations, overall exhibits, and maps of the project limits for stakeholder coordination meetings. (up to 10 meetings assumed). It is anticipated that this will consist of the following:
    1. TxDOT Coordination
    2. CapMetro Coordination
        a. Prepare a preliminary layout of the overpass (Exhibit 'A') including the roadway geometrics, bridge layout, horizontal/vertical clearance envelope, and track profile. CapMetro criteria shall be used for preparing the exhibit. In the absence of specific criteria, TxDOT's design guidance for UPRR/BNSF overpass design shall be used.

d. DELIVERABLES:

- Input on fact sheets, FAQs, and exhibits for website
- Property owner exhibits (native file, pdf, and hardcopies).
- Stakeholder meeting agendas, exhibits, and meeting minutes.

4. TASK 4-UTILITY COORDINATION SUPPORT

As this is a Road Bond Project, direct coordination with utilities will be conducted through the County's existing utility coordination contract with Cobb Fendley and Associates The Engineer will provide support as described below:

- INCORPORATE UTILITY INFORMATION INTO ENGINEERING DRAWINGS:
    1. Incorporate utility information provided by others into design files.
    2. Add utility notes to plans and exhibits as necessary.
    3. Consider/incorporate utility work into traffic control phasing plans as necessary.
- UTILITY MEETINGS:
    1. Meet with utility coordinator and review utility impacts and potential relocations to identify appropriate approach to reducing/ mitigating impacts (up to 1 meetings).
    2. Attend meetings with utilities as requested (up to 1 meetings)
- DELIVERABLES:
    1. Utility information, provided by others, incorporated into plans and design files.
    2. Reviews of utility relocation plans.

5. TASK 5-SURVEYING

a. RIGHT OF ENTRY (**2** letters assumed):

- Upon receiving approval from GEC, prepare and mail right of entry letters per the County's standard for the project team including geotechnical and environmental. Send a second follow up letter to non-responsive property owners.

b. FIELD SURVEYING:

- Survey the corridor area at approximately 50-foot intervals and to include 100 feet on either side of the proposed roadway centerline as necessary to produce one-foot interval contours. Provide river/creek channel cross sections upstream and downstream of each proposed drainage cross structures. Information collected will typically include as follows: visible improvements and visible utilities including driveways, water wells, storage tanks, drainage structures (size, material, flowline elevations),

edge of pavement/shoulder, physical centerline, roadway striping, guardrail, fences, signs, mailboxes, top and bottom of drainage ditches, and sidewalk.

- Establish horizontal and vertical control and set temporary benchmarks as needed. The survey control points shall be set in locations that will likely be undisturbed by construction or County maintenance.
- Locate up to 20 boreholes with locations to be provided by the Engineer.

c. DELIVERABLES:

- Right of Entry Letters, Follow Up Letters, and Executed Right of Entry Documents.
- Mapping in 2-D and 3-D MicroStation Files (Grid or Datum)
- PDF of each Surveyor Project Notebook
- DTM of Proposed Corridor
- Survey control sheets

6. TASK 6-RIGHT OF WAY (ROW) AND MAPPING

a. ROW MAP:

- Research and compile deed/plat records and build a working map from recorded data.
- Calculate approximate search data to recover right of way monumentation and make initial pass to recover right of way monumentation.
- Draft preliminary right of way map and list of impacted tracts (DGN format).

b. PARCEL ACQUISITION DOCUMENTS (5 parcel documents assumed, 5 staking assumed, 2 exhibits assumed)

- Prepare draft parcel sketches and field notes documents for right of way parcel and easement acquisition. Note 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 needed.

c. MONUMENTATION AND ROW STAKING:

- Set appropriate monumentation in accordance with County requirements (up to 10 iron rods). Prepare signed and sealed documents for right of way parcel and easement acquisition.
- Stake proposed right of way with suitable markers as requested on a parcel-by-parcel basis for the purposes of fence construction, utility installation, or property owner requests. Up to 5 properties, one time only.

d. DELIVERABLES:

- Preliminary ROW Map and affected property owners (2) list (drawing file in DGN only)
- Final Row Map and affected property owner list (drawing file in DGN only)
- Draft Parcel acquisition Documents (PDF)
- Final Parcel Acquisition Documents (one original and PDF)
- Property owners (2) exhibits (drawing file, PDF, and hard copies)

7. TASK 7-SCHEMATIC DESIGN AND DEVELOPMENT

The Engineer shall prepare an ultimate roadway schematic in accordance with the County's and TxDOT's established submittal standards and design criteria and will include projected traffic volumes, proposed cross sections, typical sections, roadway centerline, proposed drainage structures, direction of flow and number of travel lanes, intersecting streets, property boundaries and information, ROW and easement locations, preliminary

pavement section (using Anderson Mill Rd Extension pavement section), driveway locations, horizontal alignment data, profile data, identification of known utilities, and retaining wall.

a. Prepare preliminary schematic submittal per Williamson County submittal requirements and selected design criteria including proposed cross sections, typical sections, roadway centerline, proposed drainage structures, direction of flow and number of travel lanes, intersecting streets, property boundaries and information, ROW and easement locations, preliminary pavement section, driveway locations, horizontal alignment data, profile data, identification of known utilities, retaining wall and bridge locations.

b. Prepare final schematic submittal per Williamson County submittal requirements and selected design criteria.

c. Prepare interchange configuration evaluation (ICE), which consists of the following steps:

    - Summarize historical traffic volume and crash data. Summarize existing a.m. and p.m. peak period turning movement counts.
    - Develop design year forecasted a.m. and p.m. peak hour for the SH 45N / RM 620 / Pearson Ranch Road / Robinson Ranch Road proposed box diamond interchange. The traffic projection data documented in DCCM's memorandum, dated December 9, 2024, will serve as a base for the turning movement projections.
    - Code design year a.m. and p.m. peak period *Synchro* models of the SH 45N / RM 620 / Pearson Ranch Road / Robinson Ranch Road proposed box diamond interchange. These models will serve as the base for the interchange alternatives analysis.
    - Conduct initial screening of potential interchange types based on high-level assessment of available right-of-way, intersection spacing, etc.
    - Conduct analysis of select alternatives using the design year a.m. and p.m. peak period *Synchro* models developed previously.

- Conduct safety analysis using predictive safety analysis tools (if applicable to box diamond interchanges) or high-level, qualitative methods.
- Summarize results in a memorandum (draft and final versions).

d. DELIVERABLES:

- Preliminary Schematic Submittal including cost estimate per submittal requirements.
- Final Schematic Submittal including cost estimate per submittal requirements.
- Design year a.m. and p.m. peak period *Synchro* models of ICE alternatives under consideration
- ICE memoranda (draft and final)

8. TASK 8-SCHEMATIC DRAINAGE STUDY

a. HYDROLOGIC /HYDRAULIC MODELING (3 major channel crossings, 1 cross drainage structures assumed):

- Prepare hydrologic and hydraulic models or modify existing models (FEMA, drainage districts, river authorities, counties, cities, etc.) if available, to define the drainage infrastructure required for the project. Detail the methodologies employed and recommendations. The analysis will include: preparation of a preliminary design of the right of way drainage system, cross drainage structures, right-of-way drainage, major channel crossings to reflect the existing and proposed conditions, recommended minimum pavement elevations based on cross drainage flood elevations, right of way requirements, identify potential needs for FEMA Coordination. HEC-RAS shall be utilized for stream modeling. HY-8 will be utilized for culverts. Atlas 14 impacts will be reviewed and incorporated.
- Develop existing channel cross sections based on data collection.
- Exhibits and analysis will be prepared in the GIS environment to the extent practical.

b. COUNTY FLOODPLAIN ADMINISTRATION COORDINATION:

- Coordinate with County Floodplain Administrator assuming two (2) meetings throughout the schematic phase. Revise schematic report submittals based on county comments. FEMA coordination is not anticipated in this schematic phase.

c. IMPACTS:

- Prepare an impact analysis to determine increases in peak flow rates for the 100-year storm including: existing and proposed peak flow rates, mitigation analysis, conceptual detention basin layouts, design of control structures, routing of storm hydrographs through basins, calculate the volume of fill to be placed in the 100-year floodplain, and recommend locations for compensatory storage.

d. DETENTION NEEDS ANALYSIS:

- Engineer will evaluate Williamson County detention requirements at each outfall and prepare an impact analysis to determine increases in peak flow rate for the 100-year frequency storm for fully built and interim roadway scenarios. Detention needs analysis including: existing and proposed peak flow rates, mitigation analysis, schematic detention basin layouts area in plan view based on the estimated detention volume and a special pond depth to determine ROW needs.
- Engineer will prepare a detention analysis report to be included in the Schematic Drainage Report discussing methodologies, assumptions, and recommendations.

e. WATER QUALITY NEEDS ANALYSIS (5 water quality locations assumed)

- Develop schematic water quality calculations following TCEQ Edward's Aquifer Protection Program to determine Total Suspended Solids (TSS) removal for full build out and interim conditions based on the proposed roadway alignment provided by the roadway design team.
- The proposed roadway alignment is located in the Recharge Zone and the Engineer will determine schematic ultimate water quality facilities to determine ROW needs. It is assumed that sediment filtration ponds will

be sized for ultimate conditions and vegetative filter strips and grassy swales will be utilized for interim conditions for this schematic effort.

- Engineer will prepare a water quality analysis report to be included in the Schematic Drainage Report discussing methodologies, assumptions, and recommendations.

f. SCHEMATIC DRAINAGE REPORT:

- Prepare Draft and Final Schematic Drainage Report submittal per Williamson County Schematic submittal checklist and selected design criteria.

g. DELIVERABLES:

- Draft & Final Schematic Drainage Report.

9. TASK 9-ENVIRONMENTAL SERVICES & DOCUMENTS

a. COUNTY DUE DILIGENCE:

- The Environmental Services will include studies and documentation required, per the Williamson County Environmental Protocol, for the various regulating authorities, including the Texas Historical Commission (THC), U.S. Army Corp of Engineers (USACE), U.S. Fish and Wildlife Service (USFWS), Williamson County Conservation Foundation (WCCF), and TCEQ. The intention of the Environmental Services is to attain necessary clearance letters and approvals necessary to proceed with the proposed project.

b. TXDOT ENVIRONMENTAL CLEARANCE:

- Prepare environmental documentation utilizing the most current guidance located in TxDOT's online Environmental Compliance Toolkits. Information needed for the TxDOT clearance is anticipated to be required only for the work in TxDOT ROW; however, TxDOT clearance is required for the entire county project if state or federal funds are assigned.

- Prepare the appropriate level of documentation and assist on one Public Meeting as described under Public Involvement this includes assisting Williamson County and TxDOT if required in following this document through approval. This will include discussions of purpose and need, existing and proposed design, affected environment and environmental consequences including: historical and archeological, wildlife, vegetation, and endangered species, ROW, displacements, land use analysis, socioeconomic and environmental justice impacts, jurisdictional waters, water quality, wetlands, permits, floodplains, parkland, hazardous materials, aesthetics, construction impacts, air and noise, secondary and cumulative impacts, and items of special nature and conclusion.
- Assumption is that one Categorical Exclusion document would be required for the proposed work located within TxDOT ROW at the proposed connection to SH 45N.
- Coordinate and correspond with the local county historic chairperson, Texas Parks and Wildlife Department, and the U.S. Fish and Wildlife Service.

c. DATA COLLECTION & FIELD RECONNAISSANCE:

- Obtain and update periodically publicly available information including but not limited to: locations of public buildings (schools, churches, parks), aerial photography, National Wetland Inventory maps, County Soil Survey maps, TCEQ & EPA Hazardous Materials Database information, FEMA floodplain information, vegetation information, environmental information from the appropriate local, state, or federal agencies, including for state and federally-listed species, Edwards Aquifer information.
- Conduct a regulatory records review to identify listed hazardous waste generators, treatment, storage and disposal facilities; solid waste landfills, unauthorized sites; documented spills; oil and gas exploration and production sites; and underground storage tank sites within the proposed site location. The review will also identify other environmental risks along the project corridor.

- Conduct field reconnaissance to visually inspect the project site for additional risks and field verify environmental risks identified by the regulatory records review.

d. HAZARDOUS MATERIALS ENVIRONMENTAL SITE ASSESSMENT:

- Prepare Hazardous Materials Environmental Site Assessment (ESA) based on the data collection and field reconnaissance conducted and identify potential hazardous material sites that may be impacted by the proposed project.

e. SECTION 404 CLEAN WATER ACT COMPLIANCE:

- Conduct a site visit that will determine if water resources are present. If no water resources are identified in the project area, document these findings in the water resources section of the due diligence report.
- If water resources are present, delineate wetland boundaries and ordinary high-water marks of jurisdictional waters within the project ROW. Prepare a Jurisdictional Waters Delineation Report identifying: specific impacts of the project on the Waters of the U.S., measures to minimize the impacts will be identified, and discuss applicable Section 404 options in accordance with current permits and conditions based on data collection and field reconnaissance. It is anticipated that this project will be covered under a Nationwide Permit (NWP 14) with a pre-construction notification (PCN).
- If it is determined, after the Jurisdictional Waters Delineation Report, that a PCN is required; a supplemental work authorization would be required. The Jurisdictional Waters Delineation Report and NWP with PCN are subject to the U.S. Army Corps of Engineers Forth Worth District review and issuance of a permit.

f. ENGANGERED SPECIES ACT COMPLIANCE:

- Prepare a letter documenting the project's effects on federally listed karst and salamander Threatened & Endangered Species to document the project's compliance with the Endangered Species Act based on data collection and field reconnaissance.

- Coordination with County's program level environmental consultant.
- Assumption is that SWCA will handle documentation needed for impacts to karst and salamander threatened and endangered species., other than karst and salamander species, which would be covered in this scope.

g. TEXAS ANTIQUITIES CODE (TAC) COMPLIANCE:

- Prepare an Antiquities Permit Application and associated Scope of Work based on desktop data collection.
- Conduct an archeological survey and prepare a report of sufficient intensity to determine the nature, extent, and historic significance of cultural resources located within the project area in compliance with the guidelines published by the Council of Texas Archeologists, the Texas Historical Commission, and the Secretary of the Interior's Guidelines, and in accordance with full report guidelines as outlined by the Texas Historical Commissions Rules of Practice and Procedures.
- If a National Register of Historic Places (NRHP)-listed resources or resources recommended eligible for listing in the NRHP are identified within the APE, the report will include a discussion applying the criteria of effect.
- Coordination with Texas Historical Commission including submittals to Texas Historical Commission and project records to the appropriate curation facility per Texas Historical Commission requirements.
- Assumptions:
    1. HDR assumes that no coordination under Section 106 of the National Historic Preservation Act will be performed for this project. Should such coordination become necessary, it would be performed under an additional scope and fee.
    2. HDR assumes 1 2-day archeological mobilization and that right of entry will be granted to the parcels at the time of survey.
    3. HDR assumes an archaeological survey corridor 1 mile in length, and 154 feet in width, requiring 2 transects spaced 98 feet apart.

4. The current cost estimate assumes that no deep testing will be necessary.
5. A maximum of 1 archaeological site no larger than 0.5 acres will be recorded. When archaeological sites are identified, their delineation will not extend beyond the project area boundaries. If additional sites are located, their recordation would be covered under a scope amendment.
6. Costs for the analysis of up to 50 artifacts have been included in the current proposal. Should analysis of additional artifacts be necessary, additional funding will be required.
7. The current cost estimate does not include NRHP/State Antiquities Landmark testing or mitigation.
8. The current cost estimate does not include built environment surveys or assessments.
9. HDR assumes no human burials will be encountered. If human burials are encountered, burial exhumation, osteological analysis, and reporting would be covered under a scope amendment.
10. No archival research is included in this cost estimate.
11. No specialized collections, such as flotation or radiocarbon samples, will be undertaken as part of this work.

h. GEOPHYSICAL SURVEY

- The engineer shall perform the preliminary Phase I -GPR Survey:
    1. Confirm feasibility of the GPR survey and equipment for the site conditions
    2. Provide initial mapping of potential hazards (e.g., sinkholes or voids) along the planned ROW
    3. Locate Anomalies that may indicate karst features such as cavities, sinkholes or weathered and fractured zones typical in karst terrains along the planned ROW.
    4. Provide recommendations for follow-up surveys
- The engineer shall perform the final Phase 2 -Detail:

1. Karst features including air-filled and/or sediment-filled voids
2. Other karst features such as sinkholes and weathered and/or fractured bedrock formations
3. Groundwater related features
4. Man-made formations such as old building foundations and culverts, etc.

i. DELIVERABLES:

- Draft & Final Environmental Due Diligence Report
- Draft and Final Regulatory Records Review
- Draft & Final Hazardous Materials Site Assessment (ESA) Report
- Draft & Final Wetlands Determination/Jurisdictional Waters Determination
- Draft & Final Texas Antiquities Permit Application Associated Scope of Work and Report
- TxDOT Environmental Clearance Documentation
    1. TxDOT Species Analysis Spreadsheet and Form
    2. Hazardous Materials Initial Site Assessment (if required)
- Provide Final Acceptance Correspondence of Approval of Permits
- Karst and salamander information for Threatened/Endangered Species Report
- Geophysical Survey Deliverables:
    1. Raw and Field Data: GPR Profiles/Radargrams-Raw two-dimensional (2D) images that show the time-dependent reflections from subsurface interfaces related to karst features. Further, our deliverables will include Survey Logs and Field work related information such as records of survey parameters (antenna frequency, grid spacing, and environmental conditions, etc.)
    2. Written report and recommendations including Processed Data Products and interpretations.

10. EXCLUSIONS

a. Plan Preparation (PS&E) Services

b. Geotechnical Services

c. Bidding Phase Services

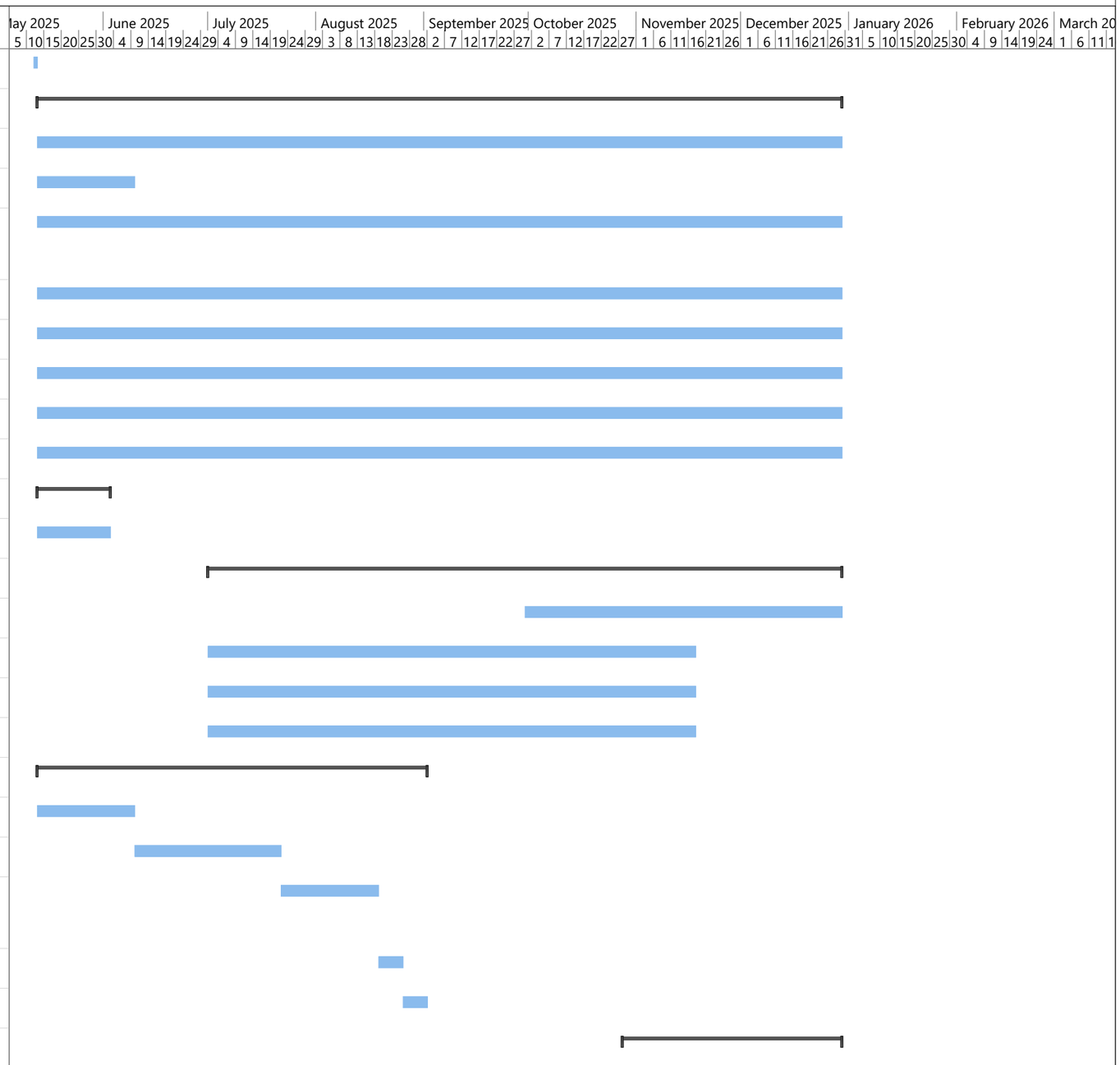
d. Construction Phase Services

e. TCEQ Edwards Aquifer Protection Plan and FEMA Coordination will be done during PS&E

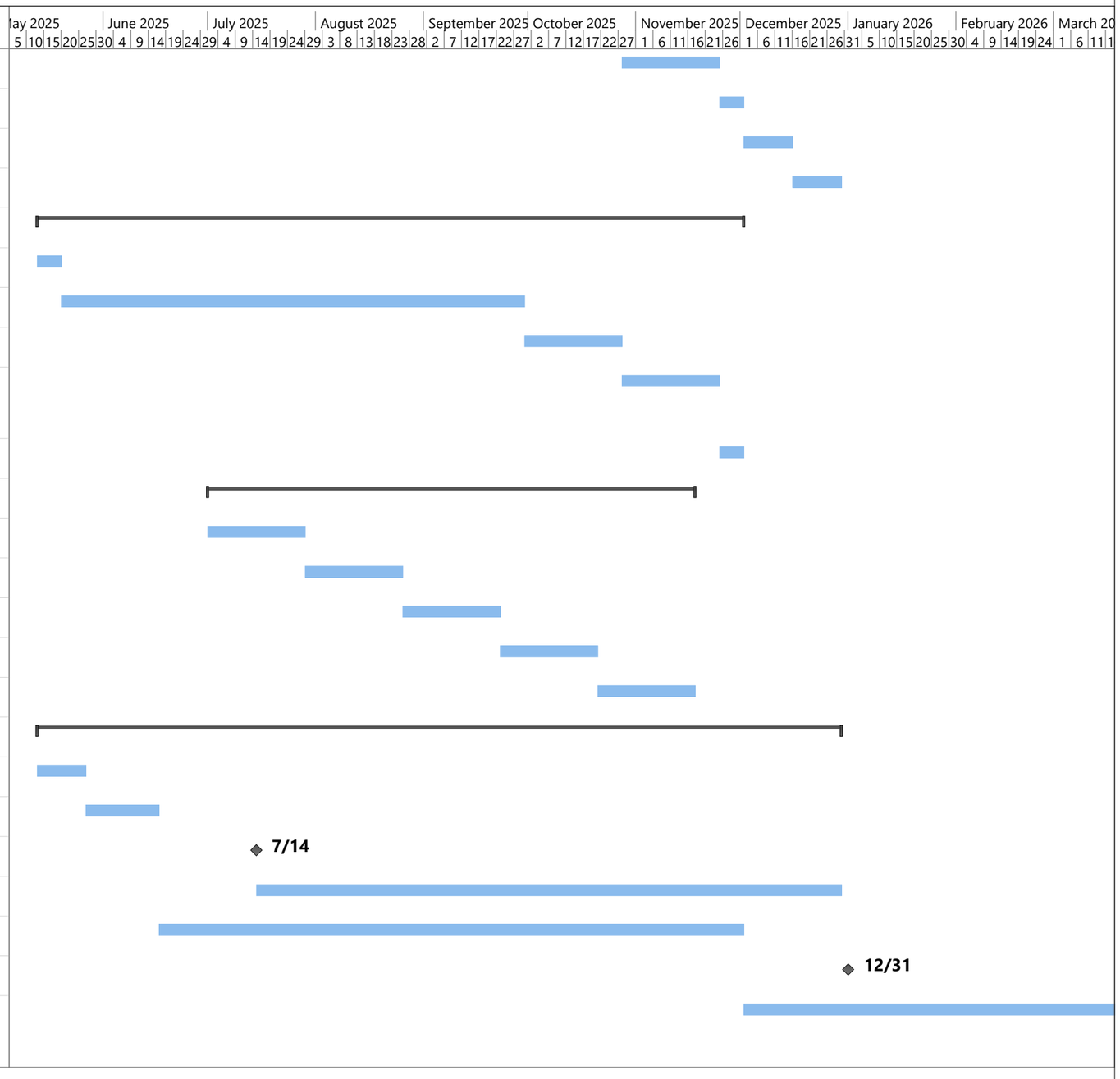
WILLIAMSON COUNTY
24RFSQ11 RM 620/SH 45 Extension to McNeil Rd
(Robinson Ranch Road)

ATTACHMENT C
PROJECT SCHEDULE

ID	Task Name	Duration	Start	Finish
1	Notice To Proceed (NTP)	1 day	Mon 5/12/25	Mon 5/12/25
2	**Task 1- Project Management**	**165 days**	**Tue 5/13/25**	**Mon 12/29/25**
3	Communication	165 days	Tue 5/13/25	Mon 12/29/25
4	Project Specific QA/QC	20 days	Tue 5/13/25	Mon 6/9/25
5	Monthly Progress report, Invoices, and Billings	165 days	Tue 5/13/25	Mon 12/29/25
6	Quality Assurance and Quality Control	165 days	Tue 5/13/25	Mon 12/29/25
7	Project Coordination & Administration	165 days	Tue 5/13/25	Mon 12/29/25
8	Progress/Coordination Meetings	165 days	Tue 5/13/25	Mon 12/29/25
9	Project Design Schedule	165 days	Tue 5/13/25	Mon 12/29/25
10	Project Document/Files	165 days	Tue 5/13/25	Mon 12/29/25
11	**Task 2- Route and Design Studies**	**15 days**	**Tue 5/13/25**	**Mon 6/2/25**
12	Data Collection	15 days	Tue 5/13/25	Mon 6/2/25
13	**Task 3- Public Involvement**	**130 days**	**Tue 7/1/25**	**Mon 12/29/25**
14	Public Involvement Support	65 days	Tue 9/30/25	Mon 12/29/25
15	Property Owner Meeting Support	100 days	Tue 7/1/25	Mon 11/17/25
16	Stakeholder Meetings	100 days	Tue 7/1/25	Mon 11/17/25
17	Utility Coordination Support	100 days	Tue 7/1/25	Mon 11/17/25
18	**Task 5- Surveying**	**80 days**	**Tue 5/13/25**	**Mon 9/1/25**
19	Right of Entry	20 days	Tue 5/13/25	Mon 6/9/25
20	Field Surveying	30 days	Tue 6/10/25	Mon 7/21/25
21	Mapping in 2-D and 3-D MicroStation Files (Grid or Datum)	20 days	Tue 7/22/25	Mon 8/18/25
22	PDF of each Surveyor Project Notebook	5 days	Tue 8/19/25	Mon 8/25/25
23	Survey Control Sheets	5 days	Tue 8/26/25	Mon 9/1/25
24	**Task 6- ROW and Mapping**	**45 days**	**Tue 10/28/25**	**Mon 12/29/25**



ID	Task Name	Duration	Start	Finish
25	ROW Base Mapping	20 days	Tue 10/28/25	Mon 11/24/25
26	Parcel Plats (5 EA)	5 days	Tue 11/25/25	Mon 12/1/25
27	Wilco and TxDOT Reviews ROW deliverables	10 days	Tue 12/2/25	Mon 12/15/25
28	Address Comments & Sign/Seal ROW Deliverables	10 days	Tue 12/16/25	Mon 12/29/25
29	**Task 7- Schematic Design and Development**	**145 days**	**Tue 5/13/25**	**Mon 12/1/25**
30	Design Criteria	5 days	Tue 5/13/25	Mon 5/19/25
31	Develop Ultimate Schematic	95 days	Tue 5/20/25	Mon 9/29/25
32	WilCo/GEC Review Ultimate Schematic	20 days	Tue 9/30/25	Mon 10/27/25
33	Address Ultimate Schematic Comments and Finalize Schematic	20 days	Tue 10/28/25	Mon 11/24/25
34	WilCo/GEC Approve Ultimate Schematic	5 days	Tue 11/25/25	Mon 12/1/25
35	**Task 8- Drainage Study**	**100 days**	**Tue 7/1/25**	**Mon 11/17/25**
36	Hydrologic/Hydraulic Modeling	20 days	Tue 7/1/25	Mon 7/28/25
37	Impact and Mitigation Analysis	20 days	Tue 7/29/25	Mon 8/25/25
38	Detention Analysis	20 days	Tue 8/26/25	Mon 9/22/25
39	Water Quality Analysis	20 days	Tue 9/23/25	Mon 10/20/25
40	Preliminary and Final Drainage Report	20 days	Tue 10/21/25	Mon 11/17/25
41	**Task 9- Environmental Services and Documents**	**165 days**	**Tue 5/13/25**	**Mon 12/29/25**
42	Right of Entry	10 days	Tue 5/13/25	Mon 5/26/25
43	Data Collection and Field Reconnaissance	15 days	Tue 5/27/25	Mon 6/16/25
44	Acquire CSJ	0 days	Mon 7/14/25	Mon 7/14/25
45	TxDOT Environmental Clearance	120 days	Tue 7/15/25	Mon 12/29/25
46	County Due Dilligence	120 days	Tue 6/17/25	Mon 12/1/25
47	Work Authorization No. 1 Contract Termination	0 days	Wed 12/31/25	Wed 12/31/25
48	PS&E (To Be Done in a Separate Work Authorization)	260 days	Tue 12/2/25	Mon 11/30/26



WILLIAMSON COUNTY
24RFSQ11 RM 620/SH 45 Extension to McNeil Road
(Robinson Ranch Road)
Work Authorization No. 1

ATTACHMENT D
FEE SCHEDULE
HDR ENGINEERING, INC.

TASK	HDR Engineering, Inc.	McGray & McGray Land Surveyors, Inc	LJA	Round Rock Geophysics, LLC	Cambrian	**TOTALS**
1. Project Management	$ 239,550.00	$ -	$ -	$ -	$ -	**$239,550.00**
2. Route and Design Studies	$ 35,000.00	$ -	$ -	$ -	$ -	**$35,000.00**
3. Public Involvement	$ 110,178.00	$ -	$ -	$ -	$ -	**$110,178.00**
4. Utility Coordination Support	$ 14,320.00	$ -	$ -	$ -	$ -	**$14,320.00**
5. Survey	$ -	$ 97,876.00	$ -	$ -	$ -	**$97,876.00**
6. ROW and Mapping	$ 8,280.00	$ 107,759.00	$ -	$ -	$ -	**$116,039.00**
7. Schematic Design and Development	$ 395,790.00	$ -	$ -	$ -	$ -	**$395,790.00**
8. Schematic Drainage Study	$ 128,795.00	$ -	$ 121,400.00	$ -	$ -	**$250,195.00**
9. Environmental Services and Documents	$ 103,328.00	$ -	$ -	$ 34,152.80	$ 67,820.00	**$205,300.80**
10. Geotechnical Services	$ -	$ -	$ -	$ -	$ -	**$0.00**
SUBTOTALS - LABOR	$1,035,241.00	$205,635.00	$121,400.00	$34,152.80	$67,820.00	**$1,464,248.80**
DIRECT EXPENSES	$14,792.00	$26,680.00	$0.00	$16,350.00	$0.00	**$57,822.00**
TOTALS	**$1,050,033.00**	**$232,315.00**	**$121,400.00**	**$50,502.80**	**$67,820.00**	**$1,522,070.80**

WILLIAMSON COUNTY
24RFSQ11 RM 620/SH 45 Extension to McNeil Road
(Robinson Ranch Road) Work Authorization No. 1

ATTACHMENT D
FEE SCHEDULE
HDR ENGINEERING, INC.

Prime Firm - HDR

TASK DESCRIPTION	Project Manager	Senior QC Reviewer	Project Engineer	Design Engineer (5-10 yrs)	Engineer in Training II	Senior GIS Technician	Senior CADD Tech	Senior Structural Engineer	Senior Project Engineer	Senior Env Project Manager	Senior Env Poject Planner	Env Scientist	Env Planner IV	Env Planner III	Env Planner I/II	Admin/Clerical	TOTAL LABOR HOURS & COSTS
1. Project Management																	
a. Communication																	
Project Management and County Communication	48																48
b. Monthly Progress Reports, Invoices, and Billings																	
Prepare and Submit Invoices and Progress Reports	12		24													24	60
c. Quality Assurance and Quality Control Plan																	
Prepare a Project-Specific QA/QC Plan	2	2															4
QC of Each Deliverable	10	90															100
Provide Continuous QA/QC	10	124															134
d. Project Coordination and Administration																	
Project Coordination and Administration	48																48
e. Progress/ Coordination Meetings																	
County Kickoff and Coordination Meetings (External)	24		24														48
Meeting Agenda and Sign-In Sheets	12		48		48												108
Meeting Minutes			24														24
Conduct Internal Coordination Meetings	52		52		52				26	26							208
f. Project Design Schedule																	
Baseline and Progress Schedule	12		24														36
g. Project Documents/ Files																	
Submit Contract Documents	8		48														56
HOURS SUB-TOTALS	238	216	244	0	100	0	0	0	26	26	0	0	0	0	0	24	874
CONTRACT RATE PER HOUR	$345.00	$345.00	$205.00	$185.00	$150.00	$148.00	$190.00	$325.00	$255.00	$343.00	$266.00	$144.00	$163.00	$138.00	$121.00	$98.00	
TOTAL LABOR COSTS	$82,110.00	$74,520.00	$50,020.00	$0.00	$15,000.00	$0.00	$0.00	$0.00	$6,630.00	$8,918.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,352.00	$239,550.00
% DISTRIBUTION OF STAFFING	27.2%	24.7%	27.9%	0.0%	11.4%	0.0%	0.0%	0.0%	3.0%	3.0%	0.0%	0.0%	0.0%	0.0%	0.0%	2.7%	
SUBTOTAL (1. Project Management)																	**$239,550.00**

2. Route and Design Studies																	
a. Data Collection																	
Perform Record Research	2		4			8	8										22
Conduct a Field Investigation	10		24	24					24								82
Review Data and Organize Information	4		8		12		12										36
b. Design Criteria																	
Submit DSF, Typical Sections and DSR	1	2	4			4											11
c. Constraints Map																	
Preliminary Alignment (1 assumed)	1		2	2		8											13
HOURS SUB-TOTALS	18	2	42	26	12	20	20	0	24	0	0	0	0	0	0	0	164
CONTRACT RATE PER HOUR	$345.00	$345.00	$205.00	$185.00	$150.00	$148.00	$190.00	$325.00	$255.00	$343.00	$266.00	$144.00	$163.00	$138.00	$121.00	$98.00	
TOTAL LABOR COSTS	$6,210.00	$690.00	$8,610.00	$4,810.00	$1,800.00	$2,960.00	$3,800.00	$0.00	$6,120.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,000.00
% DISTRIBUTION OF STAFFING	11.0%	1.2%	25.6%	15.9%	7.3%	12.2%	12.2%	0.0%	14.6%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
SUBTOTAL (2. Route and Design Studies)																	**$35,000.00**

3. Public Involvement																	
a. Public Involvement Support																	
Provide Info for Fact Sheets	2		20							20							42
Provide Exhibits for Website (up to 2 Exhibits)	2		8				24										34
b. Property Owner Meeting Support																	
Prepare Materials for Meetings with Property Owners (up to 3 meetings)	8	10	12				30			4							64
Provide Property Owner Exhibits (up to 2 exhibits)	2		8				20										30
Attend Property Owner Meetings (up to 6 meetings)	12		12							12							36
c. Agency Coordination Meetings																	
Coordinate with Agencies and Consultants (up to 10 meetings)	20		20														40
Prepare Meeting Documents	10		40														50
Prepare Exhibit A Prep	10		40		100			30									180
HOURS SUB-TOTALS	66	10	160	0	100	0	74	30	0	36	0	0	0	0	0	0	476
CONTRACT RATE PER HOUR	$345.00	$345.00	$205.00	$185.00	$150.00	$148.00	$190.00	$325.00	$255.00	$343.00	$266.00	$144.00	$163.00	$138.00	$121.00	$98.00	
TOTAL LABOR COSTS	$22,770.00	$3,450.00	$32,800.00	$0.00	$15,000.00	$0.00	$14,060.00	$9,750.00	$0.00	$12,348.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$110,178.00
% DISTRIBUTION OF STAFFING	13.9%	2.1%	33.6%	0.0%	21.0%	0.0%	15.5%	6.3%	0.0%	7.6%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
SUBTOTAL (3. Public Involvement)																	**$110,178.00**

4. Utility Coordination Support																	
a. Incorporate Utility Information	2		20		40												62
b. Utility Meetings	2		8		8												18
HOURS SUB-TOTALS	4	0	28	0	48	0	0	0	0	0	0	0	0	0	0	0	80
CONTRACT RATE PER HOUR	$345.00	$345.00	$205.00	$185.00	$150.00	$148.00	$190.00	$325.00	$255.00	$343.00	$266.00	$144.00	$163.00	$138.00	$121.00	$98.00	
TOTAL LABOR COSTS	$1,380.00	$0.00	$5,740.00	$0.00	$7,200.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$14,320.00
% DISTRIBUTION OF STAFFING	0.8%	0.0%	5.9%	0.0%	10.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
SUBTOTAL (4. Utility Coordination Support)																	**$14,320.00**

Prime Firm - HDR

TASK DESCRIPTION	Project Manager	Senior QC Reviewer	Project Engineer	Design Engineer (5-10 yrs)	Engineer in Training II	Senior GIS Technician	Senior CADD Tech	Senior Structural Engineer	Senior Project Engineer	Senior Env Project Manager	Senior Env Poject Planner	Env Scientist	Env Planner IV	Env Planner III	Env Planner I/II	Admin/Clerical	TOTAL LABOR HOURS & COSTS
6. ROW and Mapping																	
a. ROW Map		8															8
b. Parcel Acquisition Documents		8															8
c. Monument and ROW Staking		8															8
HOURS SUB-TOTALS	0	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24
CONTRACT RATE PER HOUR	$345.00	$345.00	$205.00	$185.00	$150.00	$148.00	$190.00	$325.00	$255.00	$343.00	$266.00	$144.00	$163.00	$138.00	$121.00	$98.00	
TOTAL LABOR COSTS	$0.00	$8,280.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8,280.00
% DISTRIBUTION OF STAFFING	0.0%	5.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
SUBTOTAL (6. ROW and Mapping)																	**$8,280.00**

7. Schematic Design and Development																	
a. Develop Ultimate Schematic																	
Design Criteria			24														24
Develop Ultimate Schematic																	
Roadway Plan Elements	8	4	80	80	40		180										392
Roadway Profile Elements	8	4	80	120	40		200										452
Preliminary Pedestrian Facilities				10	10		20										40
Preliminary Retaining Wall Design					60			20									80
Schematic P&P	24		40		40		80										184
3D Model and Cross Sections	8		80				200										288
Cost Estimates	8		24		40												72
Develop Abutment and Bent Locations (Three Bridges)	4				48			18									70
Develop Preliminary Bridge Quantities	4				20			10									34
Develop Preliminary Cost Estimates (Three Bridges)	4							4									8
Typical Section Geometry (Three Bridges)	2				16			6									24
Coordinate Bridge Geometry with Preliminary Hydraulic Analysis					20			12									32
Develop KMZ of Proposed Boring Locations	2				8			2									12
b. Address Ultimate Schematic Comments and Finalize Schematic	8		40		40		80										168
c. ICE Process	2	8	30	24	80												144
HOURS SUB-TOTALS	82	16	398	234	462	0	760	72	0	0	0	0	0	0	0	0	2024
CONTRACT RATE PER HOUR	$345.00	$345.00	$205.00	$185.00	$150.00	$148.00	$190.00	$325.00	$255.00	$343.00	$266.00	$144.00	$163.00	$138.00	$121.00	$98.00	
TOTAL LABOR COSTS	$28,290.00	$5,520.00	$81,590.00	$43,290.00	$69,300.00	$0.00	$144,400.00	$23,400.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$395,790.00
% DISTRIBUTION OF STAFFING	4.1%	0.8%	19.7%	11.6%	22.8%	0.0%	37.5%	3.6%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
SUBTOTAL (7. Schematic Design and Development)																	**$395,790.00**

8. Schematic Drainage Study																	
a. Hydrologic/ Hydraulic Modeling																	
Review H&H models provided (assume 3 river models)			5	15	40												60
Develop hydraulic model for culvert crossing (assume 1 model)			5	20	40												65
Prepare H&H models for Ultimate Schematic		4	10	50	90												154
Prepare H&H models for Interim Schematic		2		20	20												42
b. County Floodplain Administrator Coordination																	
Coordinate with FPA (assume 2 meetings)			5	5	5												15
Submit draft schematic drainage report		4	5	10	20												39
Submit final schematic drainage report		2	5	8	16												31
c. Detention Needs Analysis																	
Coordination of detention analysis with subconsultant			15	15	5												35
Review dentetion analysis of subconsultant		8	10	15	5												38
d. Water Quality Needs Analysis																	
Coordination of WQ analysis with subconsultant			15	15	5												35
Review WQ analysis of subconsultant		8	10	15	5												38
e. Schematic Drainage Report																	
Prepare draft schematic drainage report		2	10	30	80												122
Prepare final schematic drainage report		2	5	15	30												52
HOURS SUB-TOTALS	0	32	100	233	361	0	0	0	0	0	0	0	0	0	0	0	726
CONTRACT RATE PER HOUR	$345.00	$345.00	$205.00	$185.00	$150.00	$148.00	$190.00	$325.00	$255.00	$343.00	$266.00	$144.00	$163.00	$138.00	$121.00	$98.00	
TOTAL LABOR COSTS	$0.00	$11,040.00	$20,500.00	$43,105.00	$54,150.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$128,795.00
% DISTRIBUTION OF STAFFING	0.0%	4.4%	13.8%	32.1%	49.7%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
SUBTOTAL (8. Drainage Study)																	**$128,795.00**

WILLIAMSON COUNTY
24RFSQ11 RM 620/SH 45 Extension to McNeil Road
(Robinson Ranch Road) Work Authorization No. 1

ATTACHMENT D
FEE SCHEDULE
HDR ENGINEERING, INC.

Prime Firm - HDR

TASK DESCRIPTION	Project Manager	Senior QC Reviewer	Project Engineer	Design Engineer (5-10 yrs)	Engineer in Training II	Senior GIS Technician	Senior CADD Tech	Senior Structural Engineer	Senior Project Engineer	Senior Env Project Manager	Senior Env Poject Planner	Env Scientist	Env Planner IV	Env Planner III	Env Planner I/II	Admin/Clerical	TOTAL LABOR HOURS & COSTS
9. Environmental Services																	
a. County Due Diligence																	
Prepare Draft and Final Environmental Due Diligence Report						4				6	18					4	32
b. TxDOT Environmental Clearance																	
Assist on Public Meeting (1)	4		20			60				16							100
Prepare Draft and Final Species Analysis Documentation						6				4		34					44
Prepare Draft and Final Hazmat ISA						4				4	6	32					46
d. Hazmat Site Assessment																	
Prepare Draft and Final Hazmat ESA						12				10	16	64				4	106
e. Section 404 Clean Water Act Compliance																	
Prepare Draft and Final Jurisdictional Waters Delineation Report						14				4		72				4	94
f. Endangered Species Act Compliance																	
Prepare Draft and Final Endangered Species Letter										6							6
g. Texas Antiquities Code Compliance																	
Prepare Texas Antiquities Permit Application and Scope of Work						12				2				10	26	4	54
Conduct Archeological Survey and Report						10				2			8	22	74	4	120
Coordination with Texas Historical Commission and Curation														4	10		14
HOURS SUB-TOTALS	4	0	20	0	0	122	0	0	0	54	40	202	8	36	110	20	616
CONTRACT RATE PER HOUR	$345.00	$345.00	$205.00	$185.00	$150.00	$148.00	$190.00	$325.00	$255.00	$343.00	$266.00	$144.00	$163.00	$138.00	$121.00	$98.00	
TOTAL LABOR COSTS	$1,380.00	$0.00	$4,100.00	$0.00	$0.00	$18,056.00	$0.00	$0.00	$0.00	$18,522.00	$10,640.00	$29,088.00	$1,304.00	$4,968.00	$13,310.00	$1,960.00	$103,328.00
% DISTRIBUTION OF STAFFING	0.6%	0.0%	3.2%	0.0%	0.0%	19.8%	0.0%	0.0%	0.0%	8.8%	6.5%	32.8%	1.3%	5.8%	17.9%	3.2%	
SUBTOTAL (9. Environmental Services)																	**$103,328.00**

Total Labor Hours	Project Manager	Senior QC Reviewer	Project Engineer	Design Engineer (5-10 yrs)	Engineer in Training II	Senior GIS Technician	Senior CADD Tech	Senior Structural Engineer	Senior Project Engineer	Senior Env Project Manager	Senior Env Poject Planner	Env Scientist	Env Planner IV	Env Planner III	Env Planner I/II	Admin/Clerical	TOTAL HOURS
1. Project Management	238	216	244	0	100	0	0	0	26	26	0	0	0	0	0	24	874
2. Route and Design Studies	18	2	42	26	12	20	20	0	24	0	0	0	0	0	0	0	164
3. Public Involvement	66	10	160	0	100	0	74	30	0	36	0	0	0	0	0	0	476
4. Utility Coordination Support	4	0	28	0	48	0	0	0	0	0	0	0	0	0	0	0	80
6. ROW and Mapping	0	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24
7. Schematic Design and Development	82	16	398	234	462	0	760	72	0	0	0	0	0	0	0	0	2024
8. Schematic Drainage Study	0	32	100	233	361	0	0	0	0	0	0	0	0	0	0	0	726
9. Environmental Services	4	0	20	0	0	122	0	0	0	54	40	202	8	36	110	20	616
HOURS SUB-TOTALS	412	300	992	493	1083	142	854	102	50	116	40	202	8	36	110	44	4984
% DISTRIBUTION OF STAFFING	8.3%	6.0%	19.9%	9.9%	21.7%	2.8%	17.1%	2.0%	1.0%	2.3%	0.8%	4.1%	0.2%	0.7%	2.2%	0.9%	100.0%
TOTAL LABOR HOURS																	**4984.00**

Prime Firm - HDR

Total Labor Expenses																	**TOTAL COSTS**
1. Project Management	$82,110.00	$74,520.00	$50,020.00	$0.00	$15,000.00	$0.00	$0.00	$0.00	$6,630.00	$8,918.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,352.00	$239,550.00
2. Route and Design Studies	$6,210.00	$690.00	$8,610.00	$4,810.00	$1,800.00	$2,960.00	$3,800.00	$0.00	$6,120.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,000.00
3. Public Involvement	$22,770.00	$3,450.00	$32,800.00	$0.00	$15,000.00	$0.00	$14,060.00	$9,750.00	$0.00	$12,348.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$110,178.00
4. Utility Coordination Support	$1,380.00	$0.00	$5,740.00	$0.00	$7,200.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$14,320.00
6. ROW and Mapping	$0.00	$8,280.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8,280.00
7. Schematic Design and Development	$28,290.00	$5,520.00	$81,590.00	$43,290.00	$69,300.00	$0.00	$144,400.00	$23,400.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$395,790.00
8. Schematic Drainage Study	$0.00	$11,040.00	$20,500.00	$43,105.00	$54,150.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$128,795.00
9. Environmental Services	$1,380.00	$0.00	$4,100.00	$0.00	$0.00	$18,056.00	$0.00	$0.00	$0.00	$18,522.00	$10,640.00	$29,088.00	$1,304.00	$4,968.00	$13,310.00	$1,960.00	$103,328.00
HOURS SUB-TOTALS	$142,140.00	$103,500.00	$203,360.00	$91,205.00	$162,450.00	$21,016.00	$162,260.00	$33,150.00	$12,750.00	$39,788.00	$10,640.00	$29,088.00	$1,304.00	$4,968.00	$13,310.00	$4,312.00	$1,035,241.00
% DISTRIBUTION OF STAFFING	13.7%	10.0%	19.6%	8.8%	15.7%	2.0%	15.7%	3.2%	1.2%	3.8%	1.0%	2.8%	0.1%	0.5%	1.3%	0.4%	100.0%
TOTAL LABOR EXPENSES																	**$1,035,241.00**
DIRECT EXPENSES	**# OF UNITS**	**COST/UNIT**															
Mileage (per mile)	1000	$0.67															$670.00
Hotel (includes taxes)	4	$173.00															$692.00
Meals	8	$60.00															$480.00
GPS	32	$25.00															$800.00
Site File Registration	1	$100.00															$100.00
Rental Vehicle	4	$75.00															$300.00
Tube Counts: FR	1	$10,000.00															$10,000.00
CapMetro Application Fee	1	$750.00															$750.00
Hazardous Materials Regulatory Database Radius Report	1	$1,000.00															$1,000.00
SUBTOTAL DIRECT EXPENSES																	**$14,792.00**

SUMMARY	
TOTAL LABOR EXPENSES FOR PRIME ONLY	$1,035,241.00
DIRECT EXPENSES FOR PRIME ONLY	$14,792.00
TOTAL COSTS FOR MCGRAY (ROW & MAPPING AND SURVEYING)	$232,315.00
TOTAL COSTS FOR LJA (DRAINAGE)	$121,400.00
TOTAL COSTS FOR ROUND ROCK GEOPHYSICS (ENVIRONMENTAL)	$50,502.80
TOTAL COSTS FOR CAMBRIAN (ENVIRONMENTAL)	$67,820.00
GRAND TOTAL	$1,522,070.80

Subconsultant - McGray

TASK DESCRIPTION	Project Manager	Principal	2-Person Survey crew, with Vehicle and Data Collection	3-Person Survey crew, with Vehicle and Data Collection	GPS/RTK 2-Person Survey Crew, with Vehicle and Data Collection	GPS/RTK 3-Person Survey Crew, with Vehicle and Data Collection	Researcher	AutoCAD/ Survey Technician	Senior Technician	LIDAR Technician	Field Coordinator	RPLS	TOTAL LABOR HOURS & COSTS
5. Surveying													
a. Right of Entry													
Prepare and Mail Right of Entry Letters (Up to 5 properties)													0
b. Field Surveying													
Survey the Corridor	6	2	140	1	10	1			200	24	10		394
Aerial Flight/Extraction													
Locate Boreholes (Up to 20)	2				16			10	2		4		34
DTM of Proposed Corridor	4	6						30	50	16			106
Survey Control Sheets	6	2	40					20	60		6		134
HOURS SUB-TOTALS	18	10	180	1	26	1	0	60	312	40	20	0	668
CONTRACT RATE PER HOUR	$197.00	$227.00	$197.00	$239.00	$257.00	$299.00	$96.00	$108.00	$115.00	$117.00	$117.00	$173.00	
TOTAL LABOR COSTS	$3,546.00	$2,270.00	$35,460.00	$239.00	$6,682.00	$299.00	$0.00	$6,480.00	$35,880.00	$4,680.00	$2,340.00	$0.00	$97,876.00
% DISTRIBUTION OF STAFFING	2.7%	1.5%	26.9%	0.1%	3.9%	0.1%	0.0%	9.0%	46.7%	6.0%	3.0%	0.0%	
SUBTOTAL (5. Surveying)													**$97,876.00**

6. ROW and Mapping													
a. ROW Map													
Research Deed Records and Build Working Map	4						8	24	6			8	50
Preliminary ROW Map and Affected Property Owner List (DGN Only)	8		60	1				60	30		6	20	185
Final ROW Map and Affected Property Owner List (DGN Only)	10							80	40			20	150
b. Parcel Acquisition Documents													
Draft Parcel Acquisition Documents (5 parcels)	6							54	12			6	78
Final Parcel Acquisition Documents (5 parcels)	6						6	32	8			6	58
c. Monumentation and ROW Staking													
Set Monumentation (5 parcels)	2		60		1	1		12	6			2	84
Stake Proposed ROW (Up to 5 properties, one time only)	2		100					16	8			4	130
HOURS SUB-TOTALS	38	0	220	1	1	1	14	278	110	0	6	66	735
CONTRACT RATE PER HOUR	$197.00	$227.00	$197.00	$239.00	$257.00	$299.00	$96.00	$108.00	$115.00	$117.00	$117.00	$173.00	
TOTAL LABOR COSTS	$7,486.00	$0.00	$43,340.00	$239.00	$257.00	$299.00	$1,344.00	$30,024.00	$12,650.00	$0.00	$702.00	$11,418.00	$107,759.00
% DISTRIBUTION OF STAFFING	5.2%	0.0%	29.9%	0.1%	0.1%	0.1%	1.9%	37.8%	15.0%	0.0%	0.8%	9.0%	
SUBTOTAL (6. ROW and Mapping)													**$107,759.00**

DIRECT EXPENSES	**# OF UNITS**	**COST/UNIT**											
Ground Targets	12	$35.00											$420.00
Riegl VQ 1560I or 1560II LiDAR System	1	$25,000.00											$25,000.00
LiDAR Flight Crew Fixed Wing Aircraft (Includes Pilot and LiDAR Operator)	6	$210.00											$1,260.00
SUBTOTAL DIRECT EXPENSES													**$26,680.00**

SUMMARY	
TOTAL LABOR COSTS FOR McGray	$205,635.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR McGray	$26,680.00
GRAND TOTAL	$232,315.00

WILLIAMSON COUNTY
24RFSQ11 RM 620/SH 45 Extension to McNeil Road
(Robinson Ranch Road) Work Authorization No. 1

ATTACHMENT D
FEE SCHEDULE
HDR ENGINEERING, INC.

Subconsultant - LJA

TASK DESCRIPTION	Quality Manager	Senior Engineer (15+ yrs)	Project Engineer (10-15 yrs)	Design Engineer (5-10 yrs)	Senior Designer	Engineer-in-Training	TOTAL LABOR HOURS & COSTS
8. Schematic Drainage Study							
c. Impacts							0
Determine increases in peak flow rates	2	8	16	24		16	66
Model mitigation solutions including varying sizes, depths, outfall structures	4	16	24	32			76
Routing of hydrographs through basins in ex/prop/mitigated scenarios		4	8	16		8	36
Conceptual detention layouts and locations	2	2	8	8		24	44
							0
d. Detention Needs Analysis							0
Size and locate detention for interim and ultimate condition	2	4	8	24		16	54
Determine ROW needs for detention	2	2	8	4			16
Prepare detention portion of schematic drainage report	8	16	24	24	16	24	112
							0
e. Water Quality Needs Analysis							0
Develop schematic WQ calculations and removal requirements (interim/ultimate)	2	8	16	16			42
Develop schematic WQ plan for BMP's and associated ROW needs	2	16	24	40		24	106
Prepare Water Quality portion of schematic drainage report	6	8	16	16	16	16	78
HOURS SUB-TOTALS	30	84	152	204	32	128	630
CONTRACT RATE PER HOUR	$260.00	$240.00	$210.00	$180.00	$175.00	$150.00	
TOTAL LABOR COSTS	$7,800.00	$20,160.00	$31,920.00	$36,720.00	$5,600.00	$19,200.00	$121,400.00
% DISTRIBUTION OF STAFFING	4.8%	13.3%	24.1%	32.4%	5.1%	20.3%	
SUBTOTAL (10. Geotechnical Services)							**$121,400.00**

SUMMARY	
TOTAL LABOR COSTS FOR LJA	$121,400.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR LJA	$0.00
GRAND TOTAL	**$121,400.00**

Subconsultant - Cambrian

TASK DESCRIPTION	Project Manager	Senior Karst Geoscientist	Karst Geoscientist	Salamander Biologist	TOTAL LABOR HOURS & COSTS
9. Environmental Services and Documents					
a. County Due Diligence					
Studies and Documentation per WilCo Environmental Protocol					0
Prepare Draft Environmental Due Diligence Report					0
Prepare Final Environmental Due Diligence Report					0
b. TxDOT Environmental Clearance					
Update TxDOT ECOS					0
Utilize Environmental Compliance Toolkits					0
Coordinate with Historic Chairperson, TPWD, USFWS					0
Prepare Environmental Clearance Documentation					0
c. Data Collection and Field Reconnaissance					
Obtain and Update Publicly Available Information	88	80	80	40	288
Conduct and Prepare Regulatory Records Review	24			24	48
Conduct Field Reconnaissance	12			12	24
d. Hazmat Site Assessment					
Prepare Draft and Final Hazmat ESA					0
e. Section 404 Clean Water Act Compliance					
Conduct Site Visit					0
Delineate Wetland Boundaries and Prepare Jurisdictional Waters Delineation Report					0
f. Endangered Species Act Compliance					
Prepare Draft and Final Endangered Species Letter					0
g. Historical Site Compliance					
Prepare Draft and Final Historic Building Survey					0
h. Texas Antiquities Code Compliance					
Prepare Project Initiation Letter, Texas Antiquities Permit Application, and Scope of Work					0
Conduct Pedestrian Survey and Report					0
Coordination with Texas Historical Commission					0
HOURS SUB-TOTALS	124	80	80	76	360
CONTRACT RATE PER HOUR	$240.00	$240.00	$136.00	$105.00	
TOTAL LABOR COSTS	$29,760.00	$19,200.00	$10,880.00	$7,980.00	$67,820.00
% DISTRIBUTION OF STAFFING	34.4%	22.2%	22.2%	21.1%	
SUBTOTAL (9. Environmental Services and Documents)					**$67,820.00**

SUMMARY	
TOTAL LABOR COSTS FOR Cambrian	$67,820.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR Cambrian	$0.00
GRAND TOTAL	$67,820.00

WILLIAMSON COUNTY
Robinson Ranch Rd
Work Authorization No. 1

ATTACHMENT D
FEE SCHEDULE
HDR ENGINEERING, INC.

Subconsultant - Round Rock Geophysics, LLC

TASK DESCRIPTION	Principal/PhD (25+)	Field Geologist (0-5 yrs)	Scientist Technician (1-5 yrs)	TOTAL LABOR HOURS & COSTS
10. Environmental Services and Documents				
h. Phase 1-Preliminary	40	24	24	88
h. Phase 2-Detail	64	48	48	160
HOURS SUB-TOTALS	104	72	72	248
CONTRACT RATE PER HOUR	$243.10	$64.90	$58.30	
TOTAL LABOR COSTS	$25,282.40	$4,672.80	$4,197.60	$34,152.80
% DISTRIBUTION OF STAFFING	41.9%	29.0%	29.0%	
SUBTOTAL (9. Environmental Services and Documents)				**$34,152.80**

DIRECT EXPENSES	**UNIT**	**# OF UNITS**	**COST/UNIT**	
GPS RTK System (GNSS – includes all system accessories.)	day	8	$550.00	**$4,400.00**
Complete Ground Penetrating Radar System and acquisition software	day	8	$1,450.00	**$11,600.00**
Work Truck (mileage)	per mile	500	$0.70	**$350.00**
SUBTOTAL DIRECT EXPENSES				**$16,350.00**

SUMMARY	
TOTAL LABOR COSTS FOR Round Rock Geophysics, LLC	$34,152.80
NON-SALARY (OTHER DIRECT EXPENSES) FOR Round Rock Geophysics, LLC	$16,350.00
GRAND TOTAL	**$50,502.80**

Commissioners Court - Regular Session **65.**

Meeting Date: 05/13/2025

E. Wilco Highway Segment 5 Purchase Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Katherine E. Cramer a/k/a Katherine E. Wampler to acquire 0.0519 AC required as right of way on the E. Wilco Highway Segment 5 project (Parcel 93). Funding Source: Bonds P360

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/08/2025 10:19 AM
Form Started By: Charlie Crossfield		Started On: 05/07/2025 08:48 AM
Final Approval Date: 05/08/2025		

REAL ESTATE CONTRACT
E. Wilco Highway Segment 5 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **KATHERINE E. CRAMER a/k/a KATHERINE E. WAMPLER**(referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 0.0519-acre (2,261 square foot) tract of land, out of and situated in the Silas Palmer Survey, Section 12 Abstract No. 499, in Williamson County, Texas, being a portion of Lot 4, Richfield Estates, a subdivision of record in Cabinet H, Slide 314 of the official public records of Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 93**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property interests described in Exhibit "A", any improvements thereon, and any damage to or cost of cure for the remaining property of Seller shall be the sum of TWO THOUSAND TWO HUNDRED SIXTY-ONE and 00/100 Dollars ($2,261.00).

2.01.1. The Purchase Price for the improvements located within the portion of the Property described in Exhibit "A" shall be the sum of SIX HUNDRED THIRTY and 00/100 Dollars ($630.00)

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before April 15, 2025, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit "A", conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the

Title Company, Purchaser, its agents and contractors shall be permitted at any time after March April 15, 2025 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed roadway improvement construction project of Purchaser on the Property or other obligations of this Contract, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

SELLER:

KATHERINE E. CRAMER a/k/a KATHERINE E. WAMPLER

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Williamson County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT "A"

PROPERTY DESCRIPTION FOR PARCEL 93

DESCRIPTION OF A 0.0519 ACRE (2,261 SQ. FT.) PARCEL OF LAND LOCATED IN THE SILAS PALMER SURVEY, SECTION NO. 12, ABSTRACT NO. 499, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 4, RICHFIELD ESTATES SUBDIVISION, RECORDED IN CABINET H, SLIDE 314, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.TX.), DESCRIBED IN A DEED TO KATHERINE E. CRAMER, RECORDED MARCH 21, 2017 IN DOCUMENT NO. 2017024471, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.0519 ACRE (2,261 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8-inch iron rod found 176.74 feet right of East Wilco Highway Engineer's Centerline Station (E.C.S.) 334+75.13 on the existing east right-of-way line of said County Road 101, a variable width right-of-way, no record information found, for the southwest corner of a called 384.057 acre tract of land described in a deed to Mark Albrecht, recorded in Document No. 2022057883, O.P.R.W.C.TX., for the northwest corner of a called 1.0 acre tract of land described in a deed to Lone Star Gas Company recorded in Volume 473, Page 265, Deed Records of Williamson County, Texas (D.R.W.C.TX.), from which a 1/2-inch iron rod found 181.41 feet right of East Wilco Highway Engineer's Centerline Station (E.C.S.) 338+53.68 bears North 21°34'22" West a distance of 383.37 feet;

THENCE, South 21°29'21" East, with the existing east right-of-way line of said County Road 101, a distance of 413.40 feet to a 1/2-inch iron rod found on the proposed east right-of-way line of East Wilco Highway, for the southwest corner of a called 57.66 acre tract of land described in a deed to Kenneth C. Kotrla and Donna M. Kotrla in Document No. 2013012639, O.P.R.W.C.TX., same being the northwest corner of Lot 1 of said Richfield Estates Subdivision, described in a deed to Kenneth C. Kotrla and Donna M. Kotrla, recorded in Document No. 1996051983, O.P.R.W.C.TX.;

THENCE, North 68°18'24" East, with the proposed east right-of-way line of said East Wilco Highway, same being the common line of said 57.66 acre tract, and said Lot 1, a distance of 8.36 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set** 185.00 feet right of East Wilco Highway E.C.S. 330+61.75;

THENCE, South 21°30'11" East, continuing with the proposed east right-of-way line of said East Wilco Highway, passing at a distance of 271.62 feet a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 185.00 feet right of East Wilco Highway E.C.S. 327+90.13 on the common line of said Lot 1 and Lot 2 of said Richfield Estates Subdivision, described in a deed to Elliot K. Gebbia, recorded in Document No. 2012091711, O.P.R.W.C.TX., passing at a distance of 543.79 feet a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 185.00 feet right of East Wilco Highway E.C.S. 325+17.95 on the common line of said Lot 2 and Lot 3 of said Richfield Estates Subdivision, described in a deed to Jeffrey Gregory and Rebecca Gregory, recorded in Document No. 2020088536, O.P.R.W.C.TX., and continuing for a total distance of 807.27 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,200,786.36, E=3,184,760.82) set** 185.00 feet right of East Wilco Highway E.C.S. 322+54.47 on the common line of said Lot 3 and said Lot 4, for the northeast corner and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE, South 21°30'11" East**, departing the common line of said Lot 3 and said Lot 4, with the proposed east right-of-way line of said County Road 101, over and across said Lot 4, a distance of **263.48 feet** to a 5/8-inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set** 185.00 feet right of East Wilco Highway E.C.S. 319+90.97 on the common line of said Lot 4 and Lot 5 of said Richfield Estates Subdivision, described as Tract 2 in a deed to Karole D. Eno, recorded in Document No. 20240314361, O.P.R.W.C.TX., for the southeast corner of the parcel described herein;

2) **THENCE, South 68°23'09" West,** departing the proposed east right-of-way line of said East Wilco Highway, with the common line of said Lot 4 and said Lot 5, a distance of **8.61 feet** to a 1/2-inch iron rod found on the existing east right-of-way line of County Road 101, a variable width right-of-way, no record information found, for the northwest corner of said Lot 5, same being the southwest corner of said Lot 4 and the parcel described herein;

3) **THENCE, North 21°29'21" West,** departing the common line of said Lot 4 and said Lot 5, with the existing east right-of-way line of said County Road 101, a distance of **263.49 feet** to a 1/2-inch iron rod found, for the southwest corner of said Lot 3, same being the northwest corner of said Lot 4 and the parcel described herein;

4) **THENCE, North 68°23'09" East,** departing the existing east right-of-way line of said County Road 101, with the common line of said Lot 4 and said Lot 3, a distance of **8.55 feet** to the **POINT OF BEGINNING**, and containing 0.0519 acres (2,261 sq. ft.) of land.

This property description is accompanied by a separate plat of even date.

**Unable to set at the time of survey. 5/8" iron rod with an aluminum cap stamped "Williamson County" may be set upon completion of the road construction project under the supervision of a registered professional surveyor.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: U.S. Survey Feet.

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

Scott C. Brashear 12/20/2024

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

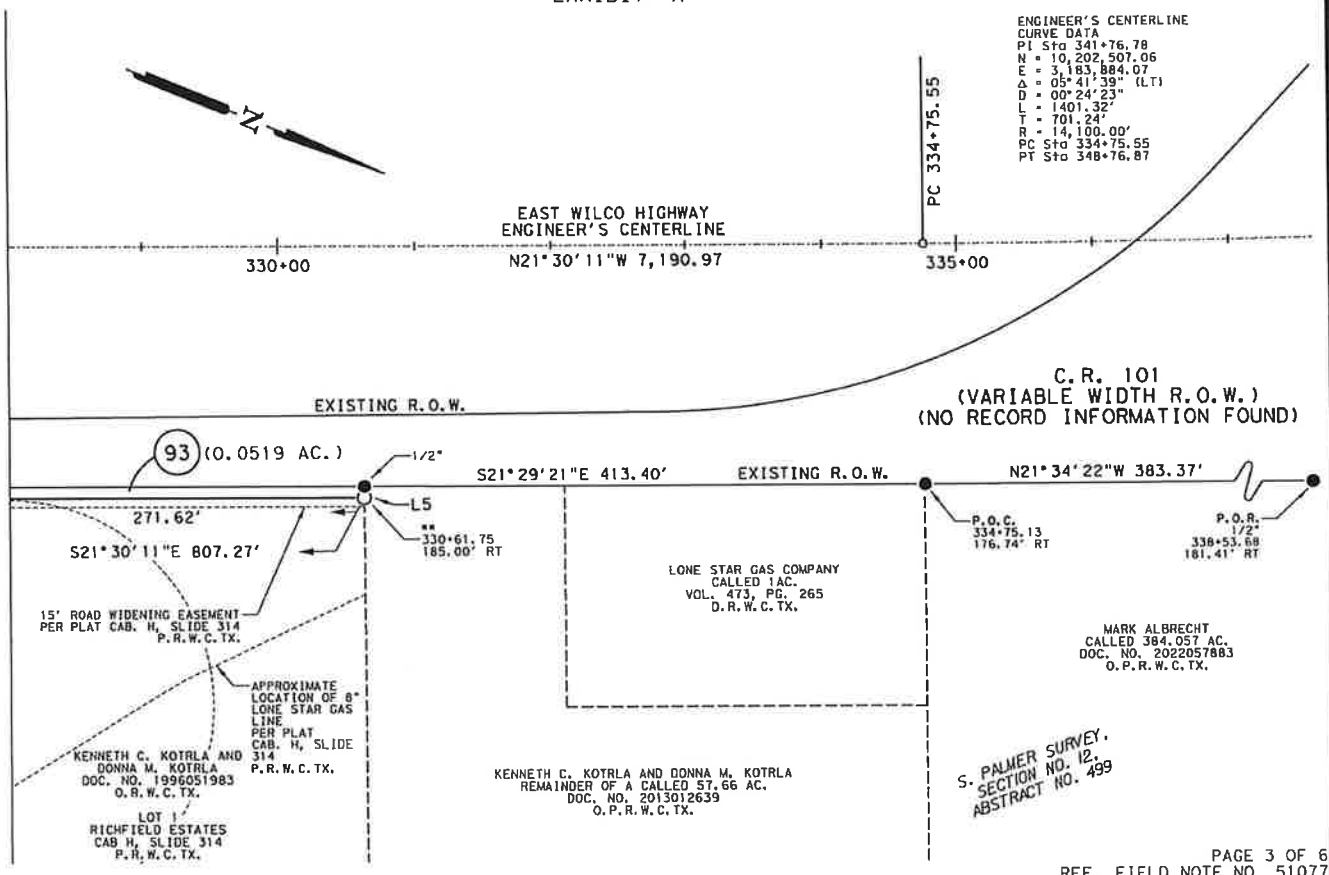
SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



FN 51062

SAM Job No. 52774Q

EXHIBIT "A"



PAGE 3 OF 6
REF. FIELD NOTE NO. 51077

FILE:J:\10190527740\100\Survey\03Exhibits\Parcel_93\00\Parcel_93.dgn

EXISTING	*5.477 AC.	ACQUIRE	0.0519 AC.	REMAINING	5.4251 AC. RIGHT

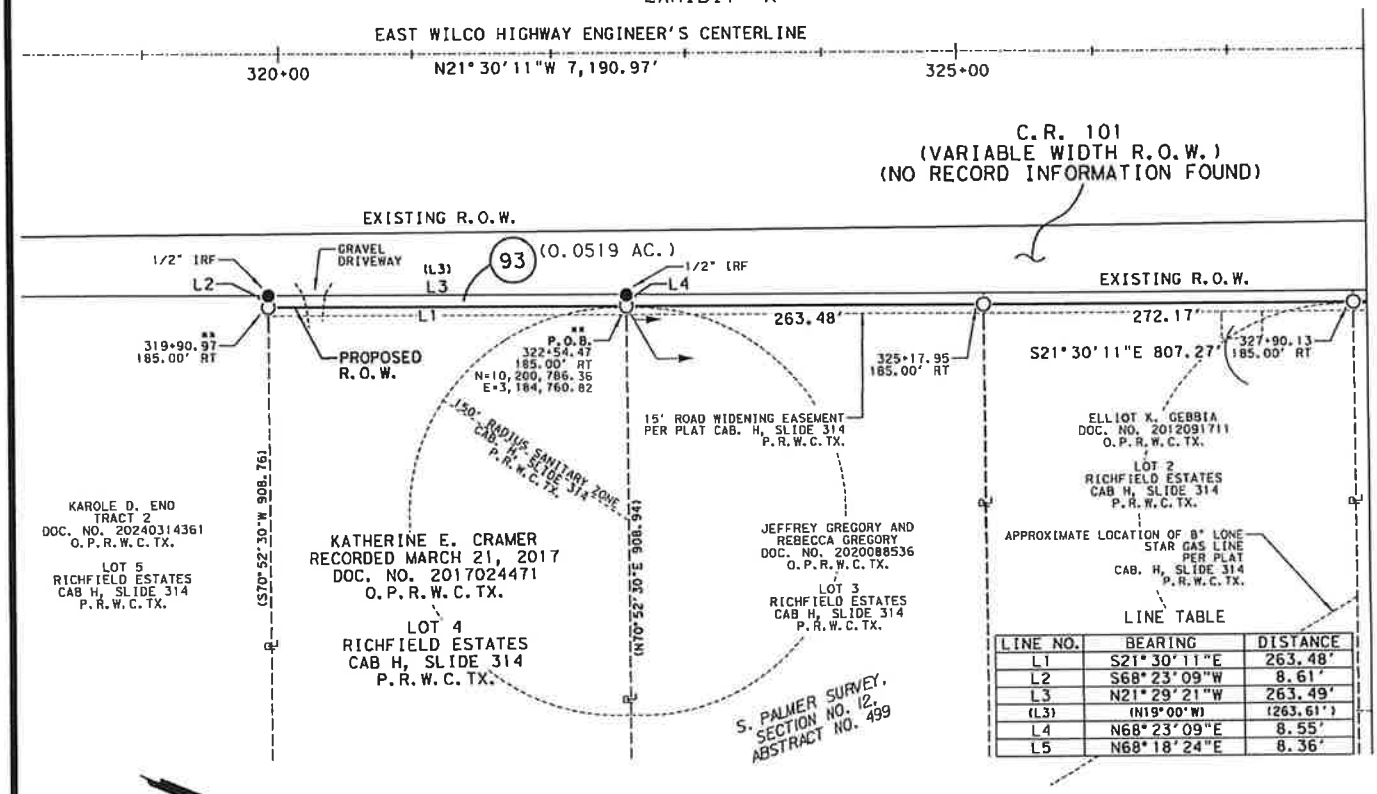
100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

SAM
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
KATHERINE E. CRAMER
PARCEL 93
0.0519 AC. (2,261 SQ. FT.)

EXHIBIT "A"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S21° 30' 11"E	263.48'
L2	S68° 23' 09"W	8.61'
L3	N21° 29' 21"W	263.49'
(L3)	(N19° 00' W)	(263.61')
L4	N68° 23' 09"E	8.55'
L5	N68° 18' 24"E	8.36'

MATCH LINE PAGE 3 OF 6

PAGE 4 OF 6
REF. FIELD NOTE NO. 51077

FILE:J:\10190527740\100\Survey\03Exhibits\Parcel_93\00\Parcel_93_2.dgn

EXISTING	*5.477 AC.	ACQUIRE	0.0519 AC.	REMAINING	5.4251 AC. LEFT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064500

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
KATHERINE E. CRAMER
PARCEL 93
0.0519 AC. (2,261 SQ. FT.)

EXHIBIT "A"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. GT2403132, ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE SEPTEMBER 17, 2024, AND ISSUED DATE SEPTEMBER 28, 2024.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):

A. EASEMENT DATED JUNE 22, 1928, EXECUTED BY WM PREUSSE TO LONE STAR GAS COMPANY, RECORDED IN VOLUME 239, PAGE 20, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
(BLANKET EASEMENT, UNABLE TO PLOT, MAY AFFECT THE SUBJECT PARCEL)

B. EASEMENT DATED JUNE 22, 1928, EXECUTED BY WM PREUSSE TO LONE STAR GAS COMPANY, RECORDED IN VOLUME 239, PAGE 21, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
(UNABLE TO PLOT, MAY AFFECT THE SUBJECT PARCEL)

C. EASEMENT DATED DECEMBER 2, 1940, EXECUTED BY EMMA PREUSSE TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 308, PAGE 74, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
(UNABLE TO PLOT, MAY AFFECT THE SUBJECT PARCEL)

D. EASEMENT DATED SEPTEMBER 29, 1964, EXECUTED BY HERMAN PREUSSE AND DORA PREUSSE TO LONE STAR GAS COMPANY, RECORDED IN VOLUME 476, PAGE 232, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
(DOES NOT AFFECT THE SUBJECT PARCEL, AND IS NOT SHOWN ON THE PLAT)

E. SANITARY ZONE AS SHOWN ON PLAT RECORDED IN CABINET H, SLIDES 314-315, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS.
(DOES AFFECT THE SUBJECT PARCEL, AS SHOWN ON THE PLAT)

F. A 15' ROAD WIDENING EASEMENT ALONG COUNTY ROAD 101, AS PER PLAT RECORDED IN CABINET H, SLIDES 314-315, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS.
(DOES AFFECT THE SUBJECT PARCEL, AS SHOWN ON THE PLAT)

G. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS OR OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERALS THAT ARE NOT LISTED.
(NOT SURVEY RELATED)

H. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF THE GEOTHERMAL ENERGY AND ASSOCIATED RESOURCES BELOW THE SURFACE OF THE LAND, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF THE GEOTHERMAL ENERGY AND ASSOCIATED RESOURCES BELOW THE SURFACE OF THE LAND THAT ARE NOT LISTED.
(NOT SURVEY RELATED)

I. ALL VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE. (OWNER'S TITLE POLICY ONLY)
(NOT SURVEY RELATED)

J. RIGHTS OF PARTIES IN POSSESSION. (OWNER'S TITLE POLICY ONLY)
(NOT SURVEY RELATED)

K. "ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE SURVEY OF THE LAND." (NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY)
(NOT SURVEY RELATED)

REF. FIELD NOTE NO. 51077

FILE:J:\10190527740\100\Survey\03Exhibits\Parcel_93\00\Parcel_93.dgn

EXISTING	*5.477 AC.	ACQUIRE	0.0519 AC.	REMAINING	5.4251 AC. LEFT

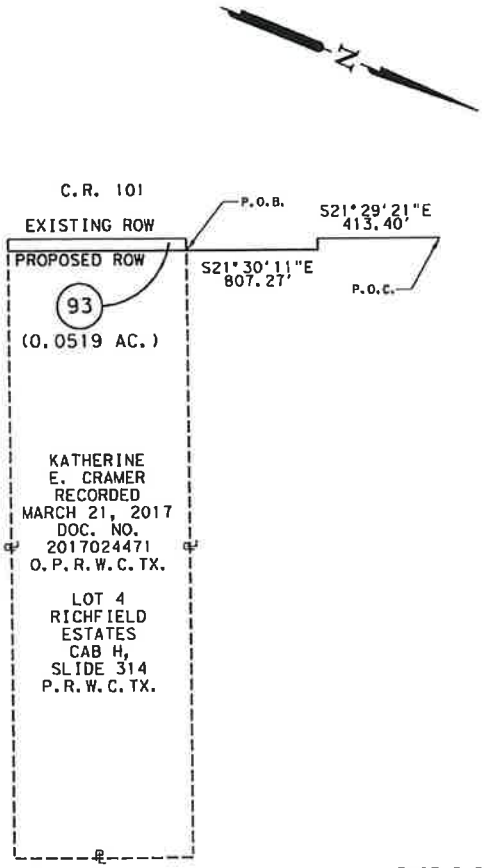
SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
KATHERINE E. CRAMER
PARCEL 93
0.0519 AC. (2,261 SQ. FT.)

EXHIBIT "A"

LEGEND

○	5/8" IRON ROD SET WITH AN ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
⊕	MAG NAIL WITH SHINER STAMPED "SAM LLC"
■	TXDOT TYPE I CONCRETE MONUMENT FOUND
⊡	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
●	5/8" IRON ROD FOUND (UNLESS NOTED)
⊙	1/2" IRON PIPE FOUND (UNLESS NOTED)
⊙	COTTON SPINDLE FOUND
⊕	MAG NAIL FOUND (UNLESS NOTED)
✕	"X" SCRIBED IN CONCRETE FOUND
○	FENCE POST (TYPE NOTED)
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.TX.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
R.P.R.W.C.TX.	REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS
---?---	DISTANCE NOT TO SCALE
---|---	DEED LINE (COMMON OWNERSHIP)
———	PROPERTY LINE
—·—·—	ABSTRACT/SURVEY LINE
- - - -	EASEMENT LINE
———	EXISTING RIGHT-OF-WAY
———	PARCEL LIMITS



NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.

2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF A TITLE REPORT, PROVIDED BY TEXAN TITLE INSURANCE COMPANY, GF NO. GT2403132, EFFECTIVE DATE SEPTEMBER 17, 2024, AND ISSUED DATE SEPTEMBER 28, 2024. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.

3. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

▪ AREA CALCULATED BY SAM, LLC.

▪▪ UNABLE TO SET AT THE TIME OF SURVEY. 5/8" IRON ROD WITH AN ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" MAY BE SET UPON COMPLETION OF THE ROAD CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL SURVEYOR.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

STATE OF TEXAS
REGISTERED
SCOTT C. BRASHEAR
6660
PROFESSIONAL
LAND SURVEYOR

Scott C. Brashear

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

12/20/2024
DATE

PAGE 6 OF 6
REF. FIELD NOTE NO. 51077

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EXISTING	*5.477 AC.	ACQUIRE	0.0519 AC.	REMAINING	5.4251 AC. LEFT

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RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
KATHERINE E. CRAMER
PARCEL 93
0.0519 AC. (2,261 SQ. FT.)

Exhibit "B"

Parcel 93

DEED

E. Wilco Highway Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **KATHERINE E. CRAMER a/k/a KATHERINE E. WAMPLER**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 0.0519-acre (2,261 square foot) tract of land, out of and situated in the Silas Palmer Survey, Abstract No. 499, in Williamson County, Texas, being a portion of Lot 4, Richfield Estates, a subdivision of record in Cabinet H, Slide 314 of the official public records of Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 93**);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of E. Wilco Highway.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 202__.

[signature page follows]

GRANTORS:

_____

KATHERINE E. CRAMER a/k/a KATHERINE E. WAMPLER

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this ___ day of _____, 2025 by _____, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.L.L.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Sheets & Crossfield, P.L.L.C.
309 East Main
Round Rock, Texas 78664

Commissioners Court - Regular Session **66.**

Meeting Date: 05/13/2025

Hero Way Agreed Final Judgment

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Agreed Final Judgment with Elsa Moore a/k/a Elsa Janne Lutz Moore to acquire a 5.012 AC tract related to the right of way acquisition on the Hero Way project (Parcel 205.2). Funding Source: LTP P457

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/08/2025 01:08 PM
Form Started By: Charlie Crossfield		Started On: 05/07/2025 04:16 PM
Final Approval Date: 05/08/2025		

CAUSE NO. 24-1519-CC5

WILLIAMSON COUNTY, TEXAS **Condemnor**	§ §	IN THE COUNTY COURT
V.	§	AT LAW NO. FIVE
ELSA MOORE A/K/A ELSA JOANNE LUTZ MOORE **Condemnee**	§ §	WILLIAMSON COUNTY, TEXAS

AGREED FINAL JUDGMENT

As the use of the property sought has been completed, the parties to this lawsuit have agreed to compromise and settle the issues in this lawsuit 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 interest in and across to approximately 5.012 acre (Parcel 205-2) of land in Williamson County, Texas, said property being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes, and additional rights or encumbrances as further described in Plaintiff's Original Petition, filed among the papers of this cause on or about October 9, 2024; be vested to **WILLIAMSON COUNTY, TEXAS**, and its assigns which has completed the construction, reconstruction, realignment, widening, and/or maintaining of improvements to the Hero Way roadway improvement project, and to perform associated public use and purposes.

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 **ELSA**

MOORE aka ELSA JOANNE LUTZ MOORE("CONDEMNEE"), that Condemnee shall recover from Condemnor the total sum of **FOUR MILLION THREE HUNDRED EIGHTY-SEVEN THOUSAND SIX HUNDRED TWENTY-FIVE AND 00/100 DOLLARS ($4,387,625.00)**. Pursuant to the provisions of a Possession and Use Agreement, which was recorded in the Official Records of Williamson County as Document No. 2024048843 Condemnor has previously paid to Condemnee the sum of THREE MILLION FOUR HUNDRED FIFTY-FIVE THOUSAND SIX HUNDRED TWENTY-THREE and 0/100 DOLLARS ($3,455,623.00) On December 18, 2024 an Award of Special Commissioners was filed with the court in the amount of FOUR MILLION ONE HUNDRED TWENTY-FIVE THOUSAND SIX HUNDRED EIGHTEEN and 0/100 DOLLARS ($4,125,618.00) and the parties agree that the additional sum of TWO HUNDRED SIXTY-TWO THOUSAND AND SEVEN and 0/100 DOLLARS ($262,007.00) has **NOT** been deposited with the court pursuant to the written Award of Special Commissioners, thus leaving a total balance due of **NINE HUNDRED THIRTY-TWO THOUSAND AND TWO 00/100 DOLLARS ($932,002.00)**, and the remaining balance to be paid by check or warrant to **ELSA MOORE aka ELSA JOANNE LUTZ MOORE** c/o MARRS ELLIS & HODGE LLP., 809 West 12th Street, Austin, Texas 78701 within (45) days of court approval to avoid paying interest. If the remaining balance is not paid within (45) days of court approval of this Agreed Final Judgment, then the statutory interest will accrue on the unpaid balance until paid.

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 May 2025.

_____
Judge Presiding

PREPARED BY AND APPROVED AS TO SUBSTANCE AND FORM:

/s/ Erik Cardinell
Erik Cardinell
State Bar No. 00796304
erik@scrrlaw.com
(512) 255-8877
(512) 255-8986 (fax)
Sheets & Crossfield, P.L.L.C.
309 East Main Street
Round Rock, Texas 78664
Attorneys for Condemnor

WILLIAMSON COUNTY

_____
Steven Snell
County Judge

AGREED AS TO SUBSTANCE AND FORM:

/s/ Justin Hodge (with permission 5.7.25)

Justin Hodge
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jhodge@mehlaw.com
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kbaum@mehlaw.com
Graham Taylor
State Bar No. 24110433
gtaylor@mehlaw.com
Marrs Ellis & Hodge LLP
9811 Katy Freeway, Suite 900
Houston, Texas 77024
713.609.9503
Attorneys for Condemnee

EXHIBIT "A"

County: Williamson
Parcel: 205 Part 2
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 205 PART 2

METES & BOUNDS DESCRIPTION FOR A 5.012 ACRE TRACT OF LAND OUT OF THE MILTON HICKS SURVEY, ABSTRACT NO. 287, WILLIAMSON COUNTY, TEXAS; BEING ALL OF THE REMAINDER OF LOT 2 OF HIGHMEADOW ESTATES PHASE ONE, A SUBDIVISION AS RECORDED IN CABINET K, SLIDES 297-299 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID LOT 2 AS CONVEYED TO ELSA MOORE BY AFFIDAVIT OF HEIRSHIP RECORDED IN DOCUMENT NUMBER 2019121574 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BY GENERAL WARRANTY DEED RECORDED IN VOLUME 2643, PAGE 185 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 5.012 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod found on the north right-of-way line of Creekview Circle (60 feet wide) as dedicated by said plat of HIGMEADOW ESTATES PHASE ONE, at the southeast corner of the above described Lot 2, and at the southwest corner of Lot 3 of said HIGMEADOW ESTATES PHASE ONE, at the beginning of a non-tangent curve to the left, for the southeast corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod found at the southeast corner of said Lot 3, and at the most westerly corner of Lot 4 of said HIGHMEADOW ESTATES PHASE ONE, bears along a curve to the right, an arc distance of 62.31 feet, having a radius of 60.00 feet, a central angle of 59°30'13" and a chord which bears S 83°19'32" E a distance of 59.55 feet;

THENCE, with the north right-of-way line of said Creekview Circle and the south line of said Lot 2, the following three (3) courses:

1) Along said curve to the left, an arc distance of 49.61 feet, having a radius of 60.00 feet, a central angle of 47°22'34" and a chord which bears S 43°14'04" W a distance of 48.21 feet to a 1/2-inch iron rod found for the beginning of a non-tangent curve to the right;

2) Along said curve to the right, an arc distance of 21.59 feet, having a radius of 25.00 feet, a central angle of 49°28'12" and a chord which bears S 44°26'17" W a distance of 20.92 feet to a 1/2-inch iron rod found for an angle point; and

3) S 69°14'25" W a distance of 395.22 feet to a calculated point at the intersection with the east right-of-way line of Ronald W Reagan Boulevard (width varies) as dedicated by Document Numbers 2003082332, 2003062377 and 2003114403, all of the Official Public Records of Williamson County, Texas, at the southeast corner of a called 0.022 acre tract of land described as Parcel 25B as dedicated for right-of-way purposes in said Document Number 2003062377 of the Official Public Records of Williamson County, Texas, at the most southerly southwest corner of the remainder of said Lot 2, for the most southerly southwest corner of the herein described tract;

THENCE, with the east right-of-way line of said Ronald W Reagan Boulevard and the west line of the remainder of said Lot 2, N 21°13'30" W a distance of 10.31 feet to a 1/2-inch iron rod with cap stamped “DIAMOND SURVEYING” found at an interior corner of the remainder of said Lot 2, for an interior corner of the herein described tract;

THENCE, continuing with the east right-of-way line of said Ronald W Reagan Boulevard and the west line of the remainder of said Lot 2, N 65°54'44" W a distance of 70.30 feet to a MAG nail found at the most westerly southwest corner of the remainder of said Lot 2, and at the northwest corner of a called 0.016 acre tract of land described as Parcel 25A as dedicated for right-of-way purposes in said Document Number 2003062377 of the Official Public Records of Williamson County, Texas, for the most westerly southwest corner of the herein described tract;

THENCE, continuing with the east right-of-way line of said Ronald W Reagan Boulevard and the west line of said Lot 2, N 20°46'42" W a distance of 312.14 feet to a 1/2-inch iron rod found at the northwest corner of said Lot 2, and at the southwest corner of Lot 1 of said HIGMEADOW ESTATES PHASE ONE, for the northwest corner of the herein described tract, from which a 1/2-inch iron rod found on the east right-of-way line of said Ronald W Reagan Boulevard, at the northwest corner of the above described Lot 1, and at the southwest corner of a called 4.007 acre tract of land as conveyed to Sairam Ventures LLC by General Warranty Deed with Vendor’s Lien recorded in Document Number 2019092211 of the Official Public Records of Williamson County, Texas, bears N 20°49'05" W a distance of 297.62 feet;

THENCE, departing the east right-of-way line of said Ronald W Reagan Boulevard, with the north line of said Lot 2 and the south line of said Lot 1, N 68°38'57" E a distance of 686.11 feet to a 1/2-inch iron rod found on the west line of said Lot 3, at the northeast corner of said Lot 2, and at the southeast corner of said Lot 1, for the northeast corner of the herein described tract, from which a 1/2-inch iron rod found at the northeast corner of said Lot 1, and at the northwest corner of said Lot 3, bears N 06°18'54" E a distance of 329.07 feet;

THENCE, with the east line of said Lot 2 and the west line of said Lot 3, S 06°18'54" W a distance of 392.17 feet to the **POINT OF BEGINNING** and containing 5.012 acres (218,339 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

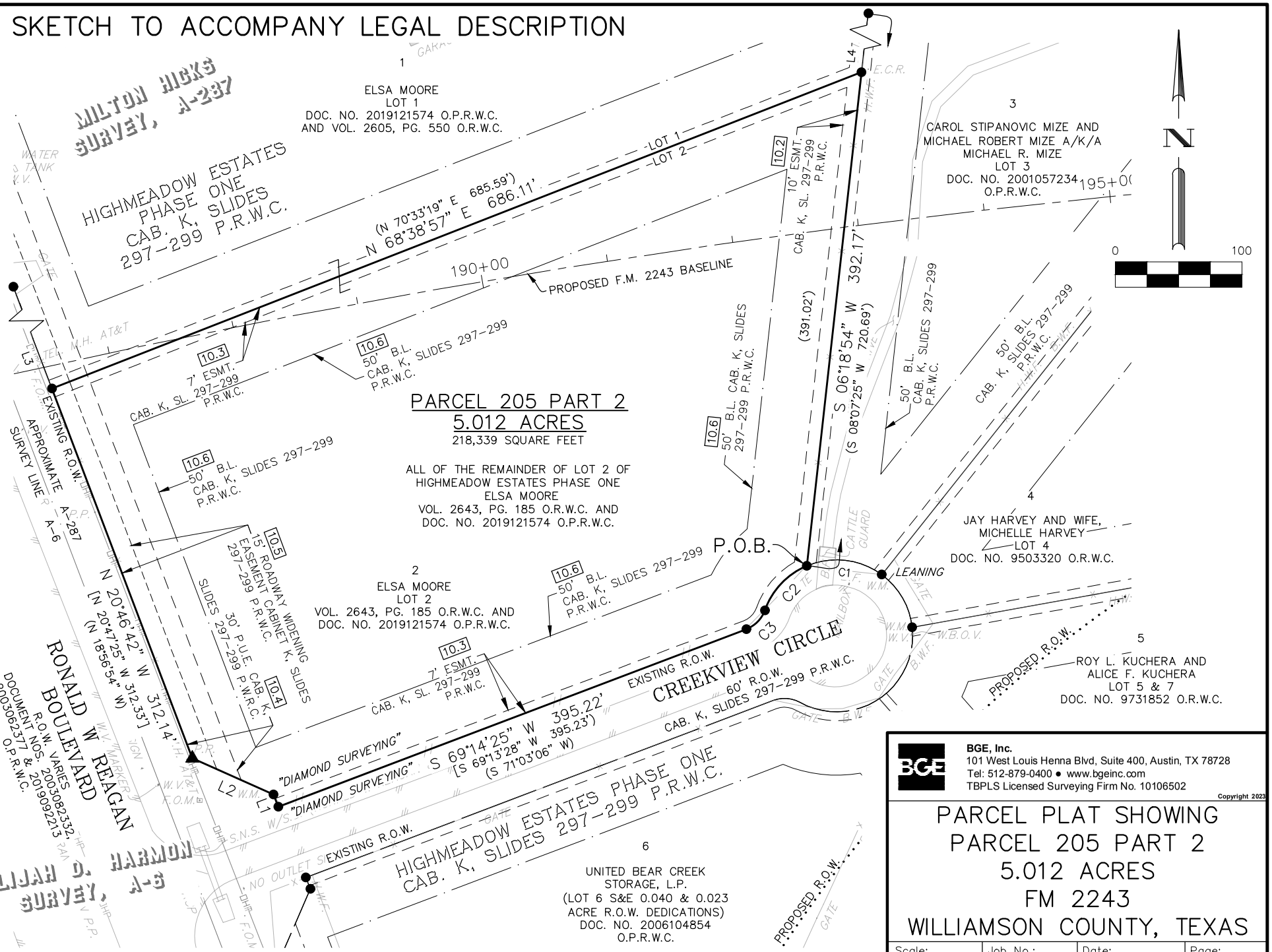


09/14/2023
Date

Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502

Client:	Williamson County
Date:	September 14, 2023
Project Number:	7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



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Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING
PARCEL 205 PART 2
5.012 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/14/2023	4 of 6

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LEGEND

B.F.	BOARD FENCE
B.L.	BUILDING LINE
B.W.F.	BARBED WIRE FENCE
C.O.	CLEAN OUT
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
E.C.R.	ELECTRIC CONDUIT RISER
ELEC.	ELECTRIC
E.M.	ELECTRIC METER
ESMT.	EASEMENT
F.O.M.	FIBER OPTIC MARKER
G.P.	GATE POST
H.W.F.	HOG WIRE FENCE
M.H.	MANHOLE
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PG.	PAGE
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
P.U.E.	PUBLIC UTILITY EASEMENT
RCP	REINFORCED CONCRETE PIPE
R.O.W.	RIGHT-OF-WAY
R.P.	REFLECTOR POST
S.N.S.	STREET NAME SIGN
S.R.W.	STONE RETAINING WALL
S.S.	STOP SIGN
S.V.	SPRINKLER VALVE
TEL.	TELEPHONE
TRANS.	TRANSFORMER
VOL.	VOLUME
W.B.O.V.	WATER BLOW-OFF VALVE
W.F.	WATER FAUCET
W.M.	WATER METER
W.V.	WATER VALVE
W.W.	WATER WELL
( )	RECORD INFO FOR CAB. K, SLIDES 297-299 P.R.W.C.
[ ]	RECORD INFO FOR DOC. NOS. 2003082332, 2003062377 & 2019092213 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
▲	FOUND MAG NAIL
⊙	FOUND 1" IRON PIPE
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
——X——	WIRE FENCE
——○——	METAL FENCE
——OHT——	OVERHEAD TELEPHONE
——OHP——	OVERHEAD POWER
——//——	EDGE OF ASPHALT
10.3	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 21°13'30" W	10.31'
L2	N 65°54'44" W	70.30'
L3	N 20°49'05" W	297.62'
L4	N 06°18'54" E	329.07'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
[L1]	[N 21°13'30" W]	[10.46']
[L2]	[N 66°12'02" W]	[70.32']
(L3)	(N 18°56'54" W)	(297.80')
(L4)	(N 08°07'25" W)	(329.67')

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	62.31'	60.00'	59°30'13"	S 83°19'32" E	59.55'
C2	49.61'	60.00'	47°22'34"	S 43°14'04" W	48.21'
C3	21.59'	25.00'	49°28'12"	S 44°26'17" W	20.92'

RECORD CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
(C1)	(62.41')	(60.00')	(59°36'07")	(S 81°26'03.2" E)	(59.64')
(C2)	(49.63')	(60.00')	(47°23'34")	(S 45°04'06" W)	(48.23')
(C3)	(21.68')	(25.00')	(49°40'47")	(S 46°12'43" W)	(21.00')

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Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502
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GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-172232, DATED EFFECTIVE MAY 19, 2023 AND ISSUED ON MAY 25, 2023.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN CABINET K, SLIDES 297-299, PLAT RECORDS, VOLUME 2378, PAGE 823, OFFICIAL RECORDS AND DOCUMENT NO(S) 2015081209 AND 2016021909, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT; VOLUME 703, PAGE 200, VOLUME 709, PAGE 702, VOLUME 714, PATE 690, DEED RECORDS, DO NOT AFFECT THE SUBJECT TRACT.

10.2 A 10 FOOT WIDE EASEMENT OF UNDETERMINED USE RESERVED ALONG EACH SIDE OF ALL REAR LOT LINES, AS STATED ON THE PLAT OF RECORD IN CABINET K, SLIDE 297 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.3 A 7 FOOT WIDE EASEMENT OF UNDETERMINED USE RESERVED ALONG EACH SIDE OF ALL SIDE LOT LINES, AS STATED ON THE PLAT OF RECORD IN CABINET K, SLIDE 297 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.4 A 30 FOOT PUBLIC UTILITY EASEMENT RESERVED ALONG THE WESTERLY PROPERTY LINE, AS SHOWN ON THE PLAT OF RECORD IN CABINET K, SLIDE 297 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.5 A 15 FOOT ROAD WIDENING EASEMENT RESERVED ALONG THE WESTERLY PROPERTY LINE, AS SHOWN ON THE PLAT OF RECORD IN CABINET K, SLIDE 297 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.6 BUILDING SETBACK LINE(S) AS SHOWN AND/OR DESCRIBED ON PLAT OF RECORD IN CABINET K, SLIDE 297 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.7 A PRIVATE ROADWAY EASEMENT GRANTED TO OWNER OF SUBJECT PROPERTY AS DESCRIBED IN VOLUME 703, PAGE 206, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

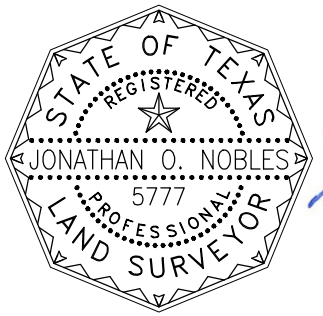
10.8 AN UNDERGROUND TELECOMMUNICATIONS EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY AS DESCRIBED IN VOLUME 570, PAGE 702, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.9 A PUBLIC UTILITY EASEMENT GRANTED TO WILLIAMSON COUNTY, TEXAS, AS DESCRIBED IN DOCUMENT NO. 2003114402, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.11 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN SPECIAL WARRANTY DEED OF RECORD IN DOCUMENT NO. 2003062377 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.12 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 16-042-00 OF RECORD IN DOCUMENT NO. 2017011287, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.



09/14/2023

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

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101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
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Commissioners Court - Regular Session **67.**

Meeting Date: 05/13/2025

FM 734 at Rattan Creek LOSA

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 Local On-System Agreement with TxDOT described as a Local On-System Project Improvement Agreement with TxDOT, which project is generally described as design and construction of drainage improvements to modify bridge end from concrete slope to wall to improve the drainage channel on FM 734 at Rattan Creek in Williamson County, Texas. Funding Source: Bonds P627

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/08/2025 10:43 AM
Form Started By: Charlie Crossfield		Started On: 05/07/2025 04:38 PM
Final Approval Date: 05/08/2025		

CSJ #	**3417-02-037**
District #	**14**
Code Chart 64 #	**50246**
Project Name	**FM 734 at Rattan Creek**

ATTACHMENT C
RESOLUTION

STATE OF TEXAS ******* ***THE COMMISSIONERS COURT OF***

COUNTY OF WILLIAMSON ******* ***WILLIAMSON COUNTY, TEXAS***

KNOW ALL MEN BY THESE PRESENT that on this, the _____ day of _____ 2025, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following.

RESOLUTION:

WHEREAS, County has been asked to consider execution of a Local On-System Project Improvement Agreement with TxDoT, which Project is generally described as **design and construction of drainage improvements to modify bridge end from concrete slope to wall to improve drainage channel on FM 734 at Rattan Creek** in Williamson County, Texas.

Now therefore, the Williamson County Commissioners Court does hereby approve the agreement with the Texas Department of Transportation for the Project referenced above. The County Judge or Presiding Officer is authorized to execute all documents necessary to complete this transaction.

RESOLVED this ___ day of _____, 2025.

_____
Williamson County Judge

Attest:

_____
Nancy E. Rister, County Clerk

CSJ #	**3417-02-037**
District #	**14**
Code Chart 64 #	**50246**
Project Name	**FM 734 at Rattan Creek**

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT
For A
LOCAL ON-SYSTEM IMPROVEMENT PROJECT

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the "State", and the **County of Williamson**, acting by and through its duly authorized officials, called the "Local Government." The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116752**, authorizing the State to accept Local Government funded projects performed on the state highway system. The project covered by this Agreement includes only work within the state right of way as described in the Agreement, Article 2, Scope of Work (Project); and,

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C) for the improvement covered by this Agreement. A map showing the Project location appears in Attachment A, Project Location Map (Attachment A), which is attached to and made a part of this Agreement**.**

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the completed Project is accepted by the State or unless terminated as provided below.

CSJ #	**3417-02-037**
District #	**14**
Code Chart 64 #	**50246**
Project Name	**FM 734 at Rattan Creek**

2. Scope of Work

The Project consists of design and construction of drainage improvements to modify bridge end from concrete slope to wall to improve drainage channel.

3. Local Project Sources and Uses of Funds

A. The total estimated cost of the Project is shown in Attachment B, Local On-System Improvement Project Budget (Attachment B), which is attached to and made a part of this Agreement. The estimated funds from the Local Government are shown in Attachment B. The State will pay for no Project costs performed by or managed by Local Government under this Agreement.

B. Attachment B shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property (right of way); (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other Project costs.

C. The Local Government shall be solely responsible for all of its costs associated with the Project provided for in this Agreement. The Local Government shall be responsible for cost overruns for the Project in excess of the estimated amount to be paid by the Local Government on Attachment B. The Local Government shall also be responsible for direct and indirect costs incurred by the State related to performance of this project if so indicated on Attachment B. If the State determines that the on-system improvements are of significant operational benefit to the State, the State may waive its direct or indirect costs. The State's waiver of its direct or indirect costs shall be indicated on Attachment B by showing the State as responsible for these costs. When the Local Government is responsible for the State's direct or indirect costs, the amount indicated on Attachment B is a fixed fee and not subject to adjustment except through the execution of an amendment to this Agreement.

D. Prior to the performance of any engineering review work by the State, the Local Government shall pay to the State the amount of direct and indirect State costs specified in Attachment B.

E. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Financial Management Division. The funds shall be deposited and managed by the State and are not refundable.

F. The Local Government will begin construction on the Project within 12 months after execution of the Agreement.

G. The Local Government will complete construction and receive the State's acceptance of the project within 36 months after the date the State authorizes in writing for the Local Government to commence construction of the Project.

H. If the Local Government chooses not to or fails to complete the work once construction on the Project commences, the State may terminate this Agreement in accordance with paragraph 4.C. below. The State may address unfinished construction work as it determines necessary to protect the interests of the State, which includes returning the Project area to its original condition or completing the work using State forces or

contractors. The Local Government shall pay all costs incurred by the State under this provision.

4. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by the State, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The State terminates the Agreement in writing due to the Local Government's failure to comply with paragraphs 3.F or 3.G; or

C. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party.

5. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment. Amendments may not include the addition of State or Federal funds. If any funds other than Local Government funds are proposed, this Agreement must be terminated and a new agreement with appropriate terms and clauses executed in its place.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Architectural and Engineering Services

The Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. The Project design shall, at a minimum conform to applicable State manuals.

The State shall review the plans, specifications, and estimates provided by the Local Government upon completion or at any time deemed necessary by the State. Should the State determine that the complete plans, specifications, and estimates for the Project are not acceptable, the Local Government shall correct the design documents to the State's satisfaction. Should additional specifications or data be required by the State, the Local Government shall redesign the plans and specifications to the State's satisfaction. The costs for additional work on the plans, specifications, and estimates shall be borne by the Local Government.

8. Environmental Assessment and Mitigation

Development of a transportation project must comply with applicable environmental laws. The Local Government is responsible for:

A. The identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.

B. The cost of any environmental problem's mitigation and remediation.

C. Providing any public meetings or public hearings required for development of all required environmental documents and obtaining all required permits and approvals.
D. The preparation of documents required for the environmental clearance of the Project.

Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances and approvals have been obtained.

9. Right of Way and Real Property

The Local Government shall acquire all required right of way and necessary right of entry for performance of the Project in accordance with applicable requirements of the Texas Department of Transportation Right of Way Manual, State law, and Federal law governing the acquisition of real property including but not limited to Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C.A. Section 4601 et seq. Right of way acquired for improvements to the state highway system shall be acquired in the name of the State. Local Government shall provide right of entry to State personnel and its authorized representatives to areas off the state highway system throughout the duration of the Project for the State to perform inspection and oversight of the Project.

10. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities for the Project in accordance with applicable State and Federal laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures.

11. Compliance with Texas Accessibility Standards and ADA

Local Government shall ensure that the plans for and the construction of the Project are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

12. Construction Responsibilities

A. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Project plans and specifications for improvements on the state highway system must be approved by the State prior to advertising for construction. Upon selection of a contractor and prior to commencing construction within the state highway system right of way, the Local Government shall request and obtain written authorization to commence construction of the Project from the State. The Local Government will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure

that the construction is accomplished in accordance with the approved plans and specifications. All construction change orders impacting the proposed improvements, traffic control, environmental mitigation, or drainage on the state highway system require written pre-approval by the State prior to execution by the Local Government.

B. Upon completion of the Project, the Local Government will issue and sign a "Notification of Completion" acknowledging the Project's construction completion. A copy will be provided to the State prior to State's final acceptance of the improvements.

C. Prior to the State's acceptance of the improvements on the state highway system, Local Government shall furnish to the State written certification from a Texas Registered Professional Engineer that the Project was constructed in substantial compliance with the Project's plans, specifications, and quality assurance requirements.

13. Project Maintenance

After Local Government completion of the work and acceptance by the State, the State will be responsible for maintenance of the improvements within the state highway system right of way outside the boundaries of an incorporated city. This obligation may be fulfilled through other agreements signed by the State.

14. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government	State
County of Williamson ATTN: County Judge 710 Main Street, ste.201 Georgetown, TX 78626	Director of Contract Services Texas Department of Transportation 125 E. 11th Street Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

15. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

17. Ownership of Documents

Upon completion or termination of this Agreement, copies of all documents and data prepared under this Agreement by the Local Government for improvements within the state highway system right of way shall be provided to the State prior to State acceptance of the Project without restriction or limitation on their further use. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any Project information required by the State in the format directed by the State.

18. Compliance with Laws

The parties 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 manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

20. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred and engineering inspection and testing services performed under this Agreement and shall make such materials available to the State and the Local Government or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

21. Insurance

Before beginning work on the state highway system, the Local Government and its contractor performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on state right of way. Self-insurance documentation acceptable to the State may be substituted for all or part of the coverage's required for the Local Government. This coverage shall be maintained until all work on the state right of way is complete. If coverage is not maintained, all work on state right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

22. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with all applicable Federal and State nondiscrimination statutes and authorities.

CSJ #	**3417-02-037**
District #	**14**
Code Chart 64 #	**50246**
Project Name	**FM 734 at Rattan Creek**

23. Signatory Warranty

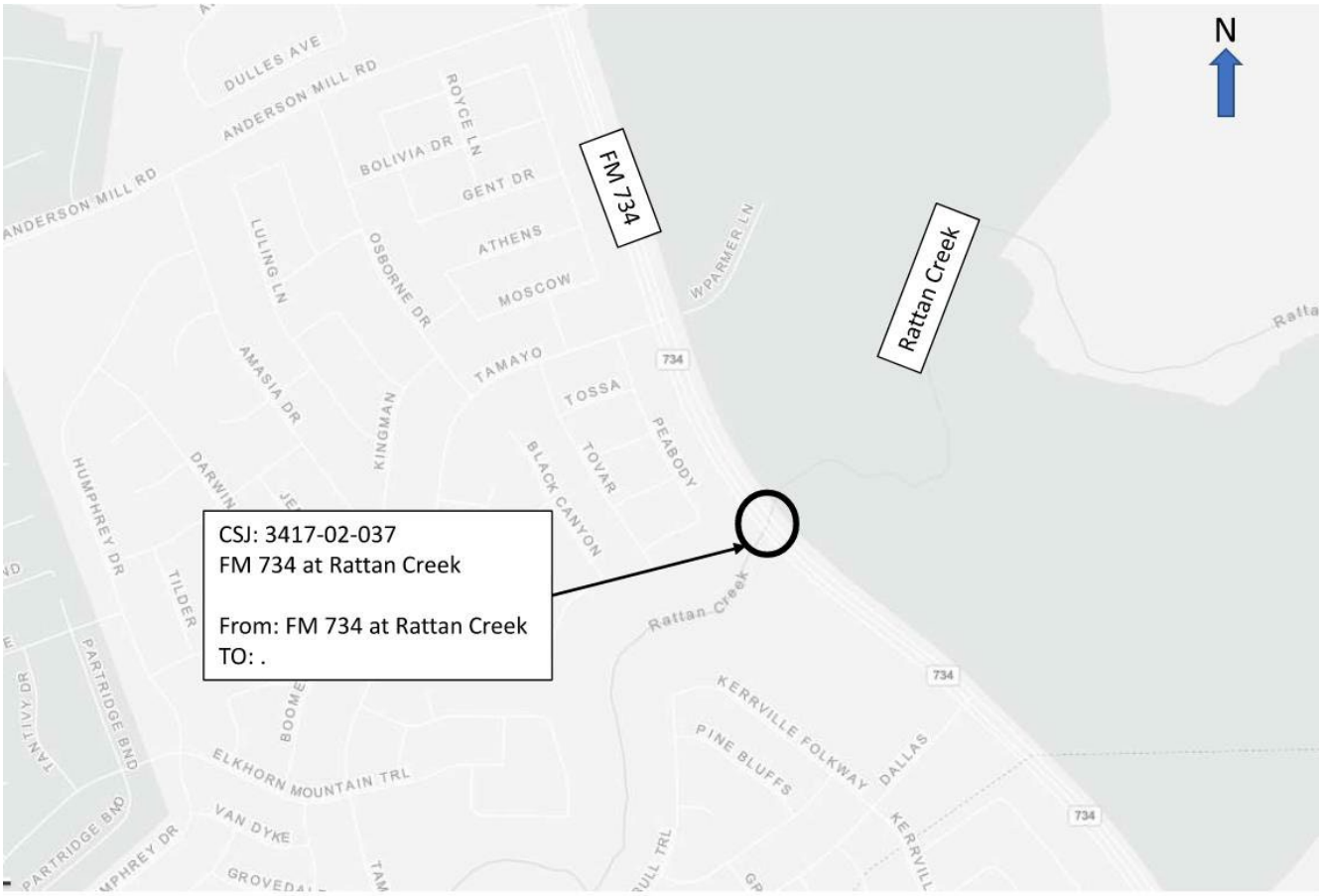
Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS	**THE LOCAL GOVERNMENT**
Signature	Signature
Typed or Printed Name	Typed or Printed Name
Typed or Printed Title	Typed or Printed Title
Date	Date

CSJ #	**3417-02-037**
District #	**14**
Code Chart 64 #	**50246**
Project Name	**FM 734 at Rattan Creek**

ATTACHMENT A
PROJECT LOCATION MAP



CSJ #	**3417-02-037**
District #	**14**
Code Chart 64 #	**50246**
Project Name	**FM 734 at Rattan Creek**

ATTACHMENT B
LOCAL ON-SYSTEM IMPROVEMENT PROJECT BUDGET
(Locally Funded and Performed Project)

The Local Government is responsible for 100% of the costs allocated to it as described below, including overruns.

Description	Estimated Costs	Subtotals
PROJECT PHASES: Work performed by the Local Government or its Consultant or Contractor		
Environmental	$0	
Right of Way	$0	
Engineering	$0	
Utility Work	$0	
Construction	$1,763,615	
Subtotal for Project Phases		$
DIRECT STATE COSTS:	**Paid By: ☒ Local Government ☐ State**	
Environmental	$8,818.00	
Right of Way	$2,205.00	
Engineering	$13,227.00	
Utility Work	$2,205.00	
Construction	$61,727.00	
Subtotal for Direct State Costs		$88,182
INDIRECT STATE COSTS:	**Paid By: ☐ Local Government ☒ State**	
Subtotal for Indirect State Costs		$93,295.00
TOTAL ESTIMATED COST OF PROJECT		$1,945,091.00

$0.00	Fixed price amount of payment by the Local Government to the State for the State's direct and indirect costs as stated in Article 3, C and D of the Agreement.

Meeting Date: 05/13/2025

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.
dd) Discuss acquisition of real property in downtown Georgetown.

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	05/08/2025 10:27 AM
Form Started By: Charlie Crossfield		Started On: 05/07/2025 08:53 AM
Final Approval Date: 05/08/2025		

Commissioners Court - Regular Session **69.**

Meeting Date: 05/13/2025

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	05/08/2025 10:27 AM
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