NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
Commissioners Courtroom
710 S. Main Street, Georgetown
June 24, 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 – 34)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0475.004902	Co Atty Leg Supp	$868.87
To	0100.0475.001927	Co Atty Leg Supplement	$729.17
To	0100.0475.002010	FICA	$45.09
To	0100.0475.002020	Retirement	$94.61

4. Discuss, consider, and take appropriate action on a line item transfer for Justice of the Peace, Pct. 3.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0453.004350	Printed Materials	2933.04
To	0100.0453.004141	Interpreters	3000.00
From	0100.0453.004002	Jurors	66.96

5. Discuss, consider and take appropriate action on a line item transfer for Justice of the Peace, Pct. #4.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	Non-Departmental/Contingencies	$39,000
TO	0100-0454-004192	JP#4/Transportation/Autopsies	$39,000

6. Discuss, consider, and take appropriate action on a line item transfer for the County Auditors Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0495.001100	F/T Salaries	$20,000.00
To	0100.0495.001107	Temp Labor-Seasonal Help	$20,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-005750	Office Furniture >$5,000	$2,500
To	0100-0540-003107	Medical Equipment	$2,500

8. 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	$30,000
To	0100-0540-004541	Vehicle Repairs & Maintenance	$30,000

9. Discuss, consider and take appropriate action on a line item transfer for the Williamson County Sheriff's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100.0560.001105	LE Salaries	$60,293.00
TO:	0100.0560.001110	Overtime	$60,293.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.005003	Equipment > $5000	$1800.00
To	0100.0570.003101	Educational Aids/Material	$1800.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100.0570.001105	LE Salaries	$56,763.00
TO:	0100.0570.001110	Overtime	$56,763.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0510-001100	Parks/Full Time Salaries	$6,300
TO	0100-0510-001107	Parks/Temp Labor	$6,300

13. Discuss, consider and take appropriate action on a line item transfer for the Road & Bridge Division.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-003541	Contract Mowing	$50,000.00
To	0200-0210-004160	Lab Fees	$50,000.00

14. Discuss, consider and take appropriate action on a line-item transfer for the Road & Bridge Division.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-000777	Transfer to Cap. Projects-P707	$10,000.00
From	0200-0210-000777	Transfer to Cap. Projects-P488	$7,000.00
To	0200-0210-000777	Transfer to Cap. Projects-P645	$17,000.00

15. Discuss, consider, and take appropriate action to approve the County Attorney's April 2025 Monthly report in compliance with Code of Criminal Procedure 103.005.

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

17. Discuss, consider and take appropriate actions on amending the salary agreement with AgriLife Extension.

18. Discuss, consider, and take appropriate action to approve the Hosted Software and Service Agreement and Addendum #2025210 between Williamson County and Public Health Management Corporation (PMHC) to provide RANT/DUI-RANT licenses and software for the amount of $2,550.00 per year ($1,275.00 RANT & $1,275.00 DUI/RANT) and authorizing execution of the Hosted Software Service Agreement.

19. Discuss, consider and take appropriate action authorizing the Williamson County Veterans Service Office to accept a grant from the Texas Veterans Commission (funds for Veterans Assistance) in the amount of $300,000 FY 2026.

20. Discuss, consider, and take appropriate action on awarding RFSQ #24RFSQ76 Associate Medical Director for Williamson County EMS to the highest scoring submittal, Dr. Louis Fornage, M.D., in the maximum amount payable of Eighty Thousand Dollars ($80,000.00) per year and authorize execution of this agreement.

21. Discuss, consider, and take appropriate action on approving contract #2025266 and the master service agreement between Williamson County and Carousel Digital Signage for the Digital Signage Content Management Software to be used at 1848 Texas Trail, Georgetown, Texas 78626, for the total amount of $2,841.38, pursuant to TIPS cooperative contract #230105, and authorizing the execution of this agreement, funding Source is P577.

22. Discuss, consider and take appropriate action on approving purchase #2025274 between Williamson County and CDW Government, LLC to replace aged Firewalls currently located at the Jail, in the amount of $66,930.58, pursuant to TIPS cooperative contract #230105.

23. Discuss, consider, and take appropriate action authorizing the purchase and service agreement #2025248 between Trusco Inc. DBA Russel Glass Company and Williamson County for glass replacement, in the amount of Two Thousand Four Hundred and Sixteen Dollars and Seventy-One Cents ($2,416.71) and execution of the agreement.

24. Discuss, consider, and take appropriate action on approving the Master Service Agreement #2025249, between Williamson County and Dealer Source ATX LLC DBA Auto Enhancements for Williamson County Facilities Management Vehicle Enhancements, in the not-to-exceed amount of $15,000.00 and authorize execution of the agreement.

25. Discuss, consider, and take appropriate action on approving the Professional Services Contract #2025271 with Verde Engineering, Inc. for Peer Review and Consulting Engineering Services for the CJC Chiller Plant Upgrade for Facilities Management, not to exceed $5,000.00 and authorize execution of this agreement.

26. Discuss, consider, and take appropriate action on approving the Construction Service Agreement No. 2025272 between Williamson County and Texas AirSystems, LLC for Williamson County Justice Center Information Technology Room Fire Suppression System, in the not-to-exceed amount of Two Hundred Seventeen Thousand One Hundred Seventy-Five Dollars ($217,175.00), pursuant to Cooperative Contract #TIPS 25010501 and authorize execution of the agreement.

27. Discuss, consider and take appropriate action on approving the appointment of Williamson County Facilities Project Manager, Matt Weber, for specific projects, with general authority to approve invoices and change orders for designated Williamson County Facilities Management projects for any increase or decrease in cost of $25,000 or less in accordance with Section 262.031 of the Local Government Code; changes in Plans and Specifications; provided, however, the original contract price my not be increased by more than 25% and the original contract price may not be decreased by 18% or more without consent of the contractor (Local Government Code Section 262.031).

28. Discuss, consider, and take appropriate action on awarding IFB #25IFB48 to Lone Star Sitework LLC, Inc. for the FM 971 Granger Turn Lanes Project for HNTB, for the amount of $1,161,629.00 and authorize execution of this agreement, the funding source is P688.

29. Discuss, consider and take appropriate action on approval of the final plat for the Eldorado Phase 1 subdivision – Precinct 2.

30. Discuss, consider and take appropriate action on approval of the final plat for the Kelley subdivision – Precinct 4.

31. Discuss, consider, and take appropriate action on Supplemental No. 2 to Work Authorization No. 1 to the Salt Lake, Brook, and Front Street contract executed March 19, 2024, between Williamson County and IEA, Inc., relating to the 2023 Road Bond Program. Project: P687 Fund Source: Road Bonds

32. Discuss, consider, and take appropriate action on Supplemental No. 4 to Work Authorization No. 1 to the RM 1431 from US 183A to IH 35 contract executed November 21, 2023, between Williamson County and STV Infrastructure relating to the LTP Corridor Program. Project: P631 Fund Source: LTP Corridor

33. Discuss, consider, and take appropriate action on Supplemental No. 2 to Work Authorization No. 1 to the CR 138 Safety Improvements contract executed March 19, 2024, between Williamson County and Rodriquez Transportation Group, Inc., relating to the 2023 Road Bond Program. Project: P677 Fund Source: Road Bonds

34. Discuss, consider, and take appropriate action on Work Authorization No. 2 to the Sonterra Boulevard contract executed March 19, 2024, between Williamson County and Huitt-Zollars, relating to the 2023 Road Bond Program. Project: P685 Fund Source: Road Bonds

REGULAR AGENDA

35. Discuss, consider and take appropriate action on a line item transfer for Non-Departmental.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0409.004604	Pymts to TIF/TIRZ	$305,642.52
To	0100.0409.004606	Pymts to Econ Dev Incentive	$305,642.52

36. 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 for additional expenditures for Non-Departmental.

Fiscal Impact

From/To	Acct No.	Description	Amount
To	0100.0409.004606	Pymts to Econ Dev Incentive	$1,041,001.82

37. Discuss, consider, and take appropriate action on the 2025 Gold Bell Seal for Workplace Mental Health by Mental Health America (MHA).

38. Discuss, consider, and take appropriate action regarding the June Employee Benefits Wellness Updates.

39. Discuss, consider and take appropriate action regarding the FY 2026 Benefit Committee Recommendations, Plan Changes, Employee/Retiree Rates and Employer Contribution.

40. Discuss and take appropriate action on a request by County Court at Law 2 to accept the Texas Veterans Commission Fund for Veterans Assistance grant awarded by the Texas Veterans Commission to support the Williamson County Veterans Treatment Court Program in the amount of $320,000 and authorize the County Judge to sign the Notice of Grant Award once finalized by the Texas Veterans Commission. The request to apply for the grant was approved by the Commissioners Court on October 1, 2024.

41. Discuss, consider and take appropriate action on setting the off-duty government and non-governmental vehicle reimbursement rates at the calculated usage rate of $15 per hour, to be effective October 1, 2025.

42. Discuss, consider, and take appropriate action on approving the Mutual Aid Agreement with the Department of the Army.

43. Discuss, consider, and take appropriate action to approve a resolution to apply for the 2025 HAVA Election Security Grant.

44. Discuss, consider and take appropriate action on approving the Processing and Service Agreement #2025273 for the purchase of new elections equipment from Election Systems and Software, LLC for the Williamson County Elections Department, in the amount of $1,137,300.00 and exempting Election Systems and Software, LLC from competitive bidding requirements per Texas Local Government Code Section 262.024(a)(7)(D) [discretionary exemption for captive replacement parts or components for equipment].

45. Discuss, consider and take appropriate action authorizing the Williamson County Sheriff to execute Vehicle Use and Reimbursement Agreements with third parties for the use of Williamson County Sheriff's Office patrol vehicles to provide off-duty traffic safety operations in relation to exigent situations upon the condition that Williamson County's standard form of Vehicle Use and Reimbursement Agreements are not modified and that each signed Vehicle Use and Reimbursement Agreement is placed on the next upcoming Williamson County Commissioners Court agenda for ratification.

46. Discuss, consider, and take appropriate action to approve Addendum #2 to Contract RFP #22RFP122 ePCR for a zero-cost purchase order to connect ESO and Pulsara software, to allow communication between ESO Solutions, Inc., and CommuniCare Technology, Inc. (Pulsara) for Williamson County Emergency Medical Services, and authorize the execution of the addendum.

47. Discuss, consider, and take appropriate action approving Addendum #2 to add enhancements to the Electronic Patient Care Reporting (EPCR) for the amount of $35,568.00, originally approved by the Commissioners' Court on October 1, 2022 (Agenda Item #17) and expiring on September 26, 2028, and authorizing the execution of the Addendum #2.

48. Discuss, consider, and take appropriate action on a policy exception to facilitate filling a position in 911 Communications.

49. Discuss, consider, and take appropriate action on Renewal #1 for contract #23RFP46 with Tex-Air Filters for HVAC Air Filter Maintenance Services, for the renewal term beginning from October 1, 2025, through September 30, 2026, for the same terms and conditions as the existing contract but with an anticipated price increase of five percent (5%) beginning in 2026.

50. Receive and acknowledge approval of Change Order No.1 from Flooring Solutions, Inc. for the Central Maintenance Facility Flooring Upgrade project in the amount of $6,315.00, and to extend time for completion of the flooring which was approved by Williamson County Project Manager, Daryl Mutz, pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.

51. Discuss, consider, and take appropriate action on the Supplemental Agreement for Design and Engineering Services between Williamson County and DBR Engineering Consultants, Inc. relating to the Williamson County Expo Center AV Upgrade (P648).

52. Discuss, consider and take appropriate action regarding the temporary road closure of Jacqueline Drive, Emma Drive and a portion of Susan Lane on Friday, July 4, from 5 PM to 10 PM and approve a temporary diversion plan for traffic during the closure.

53. Discuss, consider, and take appropriate action regarding approval of a Safety Footwear Policy for the Department of Infrastructure - Road and Bridge.

54. Discuss, consider, and take appropriate action on Contract Amendment No. 1 and Supplemental No. 4 to Work Authorization No. 1 to the CR 110 North contract executed March 19, 2024, between Williamson County and RPS Infrastructure, Inc. relating to the 2023 Road Bond Program. Project: P695 Fund Source: Road Bonds

55. Discuss, consider and take appropriate action on a real estate contract with James Allen Red, Karen Lou Red, Michael Wayne Red and Michelle Ann Red to acquire the 0.3344 AC needed as right of way on the CR 460 project (Parcel 1). Funding Source: TANS P588

56. Discuss, consider and take appropriate action to accept a Donation Deed from WBW Single Development Group, LLC. Series 128 for 5 lots from the Schwertner Ranch Phase I and II platted subdivisions that are needed as right of way on the CR 313 project. Funding Source: LTRP P457

57. Discuss, consider and take appropriate action on a real estate contract with Charlotte Lyn Walker, now Charlotte Lyn Davis, to acquire 0.7533 AC needed as right of way on the East Wilco Highway Segment 5 project (Parcel 87). Funding Source: TANS P588

58. Discuss, consider and take appropriate action on a real estate contract with Emma L. Lawhon Family Land Partnership to acquire 2.142 AC needed as right of way on the CR 110N project. (Parcel 6). Funding Source: TANS P588

59. Discuss, consider, and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn 1.534 acres required as electric utility easements for the construction of proposed roadway and utility improvements on RM 2243/Hero Way. Funding Source: TANS P588

60. Discuss, consider and take appropriate action on 2 agreed final judgments with Sam McFarlin to acquire 1.264 AC (Parcel 27) and 2.618 AC (Parcel 28) needed as right of way on the CR 101 project. Funding Source: Road Bond P596

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)."

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

A. Real Estate Owned by Third Parties

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

a) Discuss the acquisition of real property: Bud Stockton Dr.
b) Discuss the acquisition of real property for CR 143
c) Discuss the acquisition of real property for County Facilities.
d) Discuss the acquisition of real property for CR 255.
e) Discuss the acquisition of real property for SH 195 @ Ronald Reagan.
f) Discuss the acquisition of real property for the future SH 29 corridor.
g) Discuss the acquisition of right-of-way for Hero Way.
h) Discuss the acquisition of right-of-way for E. Wilco Highway.
i) Discuss the acquisition of right-of-way for Corridor A-2.
j) Discuss the acquisition of right-of-way for Corridor B
k) Discuss the acquisition of right-of-way for Corridor C.
l) Discuss the acquisition of right-of-way for Corridor D.
m) Discuss the acquisition of right-of-way for Corridor E.
n) Discuss the acquisition of right-of-way for Corridor F
o) Discuss the acquisition of right-of-way for Corridor H
p) Discuss the acquisition of right of way for Corridor J.
q) Discuss the acquisition of right of way for Arterial K.
r) Discuss the acquisition of right of way for Corridor I.
s) Discuss the acquisition of right-of-way for Ronald Reagan Widening.
t) Discuss the acquisition of right-of-way for CR 313.
u) Discuss the acquisition of right of way for Bagdad Road/CR 279.
v) Discuss the acquisition of right of way for CR 314.
w) Discuss the acquisition of real property for the Seward Junction Loop
x) Discuss the acquisition of real property for CR 110N
y) Discuss the acquisition of real property for CR 175.
z) Discuss the acquisition of real property for 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 the proposed or potential sale or lease of property owned by the County

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

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

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

63. 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

20. Cause No. 25-1280-C26; Blake Sanabria, et al., vs. Williamson County, et. al.; In the 26th Judicial District Court of Williamson County, Texas

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 matter pertaining to regulation of firearms on Williamson County premises.
3. Legal matters pertaining to grants compliance.
4. Legal matters relating to the lease of Williamson County's property located at 9769 HWY 29 W, Georgetown, Texas.
5. Legal matters relating to right-of-way acquisition in The Place Subdivision.
6. Legal matters relating to a 7.42-acre tract owned by Williamson County in the Breakaway Park Subdivision.

64. 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)

65. 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

20. Cause No. 25-1280-C26; Blake Sanabria, et al., vs. Williamson County, et. al.; In the 26th Judicial District Court of Williamson County, Texas

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 matter pertaining to regulation of firearms on Williamson County premises.
3. Legal matters pertaining to grants compliance.
4. Legal matters relating to the lease of Williamson County's property located at 9769 HWY 29 W, Georgetown, Texas.
5. Legal matters relating to right-of-way acquisition in The Place Subdivision.
6. Legal matters relating to a 7.42-acre tract owned by Williamson County in the Breakaway Park Subdivision.

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

67. Comments from Commissioners.

68. 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 20th day of June 2025 at 12:00 pm and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **3.**

Meeting Date: 06/24/2025

Line Item Transfer

Submitted For: Dee Hobbs **Submitted By:** Stephanie Lloyd, County Attorney

Department: County Attorney

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0475.004902	Co Atty Leg Supp	$868.87
To	0100.0475.001927	Co Atty Leg Supplement	$729.17
To	0100.0475.002010	FICA	$45.09
To	0100.0475.002020	Retirement	$94.61

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	06/13/2025 11:43 AM
Budget Office	Saira Hernandez	06/16/2025 02:13 PM
Form Started By: Stephanie Lloyd		Started On: 06/13/2025 11:27 AM
Final Approval Date: 06/16/2025		

Commissioners Court - Regular Session **4.**

Meeting Date: 06/24/2025

Line Item Transfer

Submitted For: Evelyn McLean **Submitted By:** Cherie Vasquez, J.P. Pct. #3

Department: J.P. Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for Justice of the Peace, Pct. 3.

Background

The office of JP3 is requesting a line item transfer in the amount of $3000.00 to fund the cost of court interpreters.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0453.004350	Printed Materials	2933.04
To	0100.0453.004141	Interpreters	3000.00
From	0100.0453.004002	Jurors	66.96

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/16/2025 02:08 PM
Budget Office	Saira Hernandez	06/18/2025 12:29 PM
Form Started By: Cherie Vasquez		Started On: 06/16/2025 09:30 AM
Final Approval Date: 06/18/2025		

Commissioners Court - Regular Session **5.**

Meeting Date: 06/24/2025

Line Item Transfer

Submitted For: Ashlie Holladay **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 Justice of the Peace, Pct. #4.

Background

The number of autopsies has increased significantly, and the funding in the transport line has been exhausted. The office has one outstanding invoice, causing a shortfall of $3525. Taking this invoice, as well as what is projected to be needed between now and the end of the fiscal year, into consideration, an amount of $39,000 is needed in this line item.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	Non-Departmental/Contingencies	$39,000
TO	0100-0454-004192	JP#4/Transportation/Autopsies	$39,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	06/17/2025 09:04 AM
Form Started By: Ashlie Holladay		Started On: 06/17/2025 08:47 AM
Final Approval Date: 06/17/2025		

Commissioners Court - Regular Session **6.**

Meeting Date: 06/24/2025

Line Item Transfer County Auditor Department

Submitted For: Julie Kiley **Submitted By:** Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for the County Auditors Office.

Background

Due to vacancies in the office, we are requesting funds to be transferred to our Temp Labor line item to use former staff to assist with the workload. There are currently 6 vacant staff positions in the office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0495.001100	F/T Salaries	$20,000.00
To	0100.0495.001107	Temp Labor-Seasonal Help	$20,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	06/17/2025 08:27 AM
Budget Office	Saira Hernandez	06/18/2025 09:59 AM
Form Started By: Julie Kiley		Started On: 06/17/2025 06:25 AM
Final Approval Date: 06/18/2025		

Commissioners Court - Regular Session **7.**

Meeting Date: 06/24/2025

LIT for medical equipment repairs (cardiac monitor)

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 the purchase/replacement of cardiac monitor peripherals such as pulse oximetry probes and other cables needed to provide patient care.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-005750	Office Furniture >$5,000	$2,500
To	0100-0540-003107	Medical Equipment	$2,500

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	06/17/2025 08:29 AM
Budget Office	Saira Hernandez	06/18/2025 10:07 AM
Form Started By: John Gonzales		Started On: 06/17/2025 08:09 AM
Final Approval Date: 06/18/2025		

Commissioners Court - Regular Session **8.**

Meeting Date: 06/24/2025

LIT to cover vehicle maintenance and repair costs for Emergency Medical Services

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 a delay in receiving our 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	$30,000
To	0100-0540-004541	Vehicle Repairs & Maintenance	$30,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	06/17/2025 08:38 AM
Budget Office	Saira Hernandez	06/18/2025 10:07 AM
Form Started By: John Gonzales		Started On: 06/17/2025 08:27 AM
Final Approval Date: 06/18/2025		

Commissioners Court - Regular Session **9.**

Meeting Date: 06/24/2025

LIT to Overtime for County Sheriff

Submitted For: Matthew Lindemann **Submitted By:** Virginia Johnson, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Williamson County Sheriff's Office.

Background

A line item transfer is being requested to cover the shortfall in overtime. This transfer is related to the number of vacancies and various other reasons, i.e. military duty, FMLA, etc., which has caused an increase in overtime to provide coverage for open shifts. Amounts have been provided and approved by the Auditors' Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100.0560.001105	LE Salaries	$60,293.00
TO:	0100.0560.001110	Overtime	$60,293.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	06/18/2025 11:36 AM
Budget Office	Saira Hernandez	06/18/2025 11:38 AM
Form Started By: Virginia Johnson		Started On: 06/18/2025 10:21 AM
Final Approval Date: 06/18/2025		

Commissioners Court - Regular Session **10.**

Meeting Date: 06/24/2025

Line item transfer for the County Sheriff, Corrections Bureau

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

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is being requested to cover the anticipated shortfall in Educational Aids/Materials through the end of the fiscal budget year. This funding is used to pay for monthly exam fees for the inmates who participate in the GED program as well as educational-related supplies and materials.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.005003	Equipment > $5000	$1800.00
To	0100.0570.003101	Educational Aids/Material	$1800.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	06/17/2025 02:47 PM
Budget Office	Saira Hernandez	06/18/2025 10:13 AM
Form Started By: ABIGAIL TAYLOR		Started On: 06/17/2025 02:18 PM
Final Approval Date: 06/18/2025		

Commissioners Court - Regular Session **11.**

Meeting Date: 06/24/2025

LIT to Overtime for County Sheriff, Corrections Bureau

Submitted For: Matthew Lindemann **Submitted By:** Virginia Johnson, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

A line item transfer is being requested to cover the shortfall in overtime. This transfer is related to the number of vacancies in the department, which has caused an increase in overtime to provide coverage for open shifts. Amounts have been provided and approved by the Auditor's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100.0570.001105	LE Salaries	$56,763.00
TO:	0100.0570.001110	Overtime	$56,763.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	06/18/2025 11:38 AM
Budget Office	Saira Hernandez	06/18/2025 11:39 AM
Form Started By: Virginia Johnson		Started On: 06/18/2025 10:29 AM
Final Approval Date: 06/18/2025		

Commissioners Court - Regular Session **12.**

Meeting Date: 06/24/2025

Line Item Transfer

Submitted For: Ashlie Holladay **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 Parks Department.

Background

The Parks Department is requesting additional temp labor funds for an Expo Maintenance Technician. HR has proposed an hourly rate of $18.09/hr. In calculating 29 hours per week for 12 weeks, the funding needed is $6,300. HR and Budget have reviewed and are recommending a transfer from full-time salaries (surplus has been identified due to vacancies) to temp labor.
Backstory:

-We have 8 FTEs, which include our admin position.
-In addition, we do utilize temp labor from a local temp service, paid from the 4100 line item (professional services). This service is pretty good for front-line "labor", but historically they are intermittent labor and not trained to operate equipment and keep arena dirt managed per requirements.
-Two full-time employees are out on FMLA with medical issues; returning to work may include limitations.
-The busy season for the Expo started this past week and will continue through November/early December. And by busy season, I mean that the vast majority of events occurring between now and late November/early December involve significant time and effort to flip the facility between events. Very labor-intensive with panel set-ups and clean up afterward shoveling shavings, for example.
-We do have a budget for the Temp Labor - Seasonal Help (1107) line item for Quarry Splash Pad attendants but will likely spend all those funds.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0510-001100	Parks/Full Time Salaries	$6,300
TO	0100-0510-001107	Parks/Temp Labor	$6,300

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	06/17/2025 11:46 AM
Form Started By: Ashlie Holladay		Started On: 06/17/2025 11:03 AM
Final Approval Date: 06/17/2025		

Commissioners Court - Regular Session **13.**

Meeting Date: 06/24/2025

Line item transfer for Road & Bridge Division

Submitted For: Matt Williamson **Submitted By:** Jenifer Favreau, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Road & Bridge Division.

Background

This transfer is necessary to allow for the continuation of material testing and geotechnical services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-003541	Contract Mowing	$50,000.00
To	0200-0210-004160	Lab Fees	$50,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	06/17/2025 09:03 AM
Budget Office	Saira Hernandez	06/18/2025 09:35 AM
Form Started By: Jenifer Favreau		Started On: 06/12/2025 03:10 PM
Final Approval Date: 06/18/2025		

Commissioners Court - Regular Session **14.**

Meeting Date: 06/24/2025

Line item transfer for Road & Bridge Division

Submitted For: Matt Williamson **Submitted By:** Jenifer Favreau, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line-item transfer for the Road & Bridge Division.

Background

This transfer is necessary in order to fulfill the advance funding agreement with TxDOT regarding the reconstruction of the bridge over DryBerry Creek on CR 143, AFA documents attached.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-000777	Transfer to Cap. Projects-P707	$10,000.00
From	0200-0210-000777	Transfer to Cap. Projects-P488	$7,000.00
To	0200-0210-000777	Transfer to Cap. Projects-P645	$17,000.00

Attachments

Executed AFA

Second Payment Request

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	06/18/2025 09:16 AM
Budget Office	Saira Hernandez	06/18/2025 09:35 AM
Form Started By: Jenifer Favreau		Started On: 06/17/2025 11:37 AM
Final Approval Date: 06/18/2025		

CCSJ #	0914-05-203		
AFA CSJs	0914-05-219		
District #	14	AFA ID	Z00003466
Code Chart 64 #	50246		
Project Name	CR 143 from west and east of Dry Berry Creek		

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Locally Funded Road Improvement Project
Off-System

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, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the State and Local Government do not anticipate that federal funds will be used for the Project governed by this Agreement; and

WHEREAS The State and Local Government have executed an Advance Funding Agreement For Bridge Replacement or Rehabilitation Off the State System on 2nd October of 2019 for project with CSJ#**0914-05-203**, under project name CR 143 at Dry Berry Creek, this project was included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP). The County subsequently proposed a road re-alignment on CR 143 from 3,200 feet East of CR 234 to 3,882 feet East of CR 234 and from 4,082' E of CR 234 to 4,613' E of CR 234 to flatten the horizontal curves to meet a 60 MPH design speed and revise the profile to meet a 25 year storm event at the bridge. These segments to be constructed on west and east side of new bridge are being constructed under this CSJ# **0914-05-219** in Williamson County, Texas as part of same overall construction project as it is integral to the bridge replacement project and would be impractical to do under a different construction project with a different contractor; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116522** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as the

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Project Name	**CR 143 from west and east of Dry Berry Creek**		

re-alignment of CR 143 (CSJ 0914-05-219) in Williamson County. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution dated **01/30/2024**, which is attached to and made a part of this Agreement as Attachment C, Resolution. A map showing the Project location appears in Attachment A, Location Map Showing Project, (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

Responsible Parties:
For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	**N/A**	Utilities	Article 8
2.	**State**	Environmental Assessment and Mitigation	Article 9
3.	**State**	Architectural and Engineering Services	Article 12
4.	**State**	Construction Responsibilities	Article 13
5.	**N/A**	Right of Way and Real Property	Article 15

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 Project is completed or unless terminated as provided below.

Scope of Work
The scope of work for this Project consists of preliminary engineering (schematic, environmental), plans, specifications, and estimates (PS&E) for construction of road re-alignment on either side of Dry Berry Creek on CR 143 from 3,200 feet East of CR 234 to 3,882 feet East of CR 234 and 4,082 feet East of CR 234 to 4,613 feet east of CR 234 to flatten horizontal curves to meet a 60 MPH design speed and revise profile to meet a 25-year storm event at the bridge as shown on Attachment A. These segments to be constructed on west and east side of new bridge being constructed under CSJ# 0914-05-219 in Williamson County, Texas as part of same overall project.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget, (Attachment B) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local

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Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission.

C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (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 local project costs.

D. The State will be responsible for securing the State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.

F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding or the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. 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 Finance Division. The

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funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred the State may refuse to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government or the State for these work items will be promptly paid by the owing party.

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State 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 state 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 state auditor with access to any information the state auditor considers relevant to the investigation or audit.

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. 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;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

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E. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against state funds, in which case the State may in its discretion terminate this Agreement.

6. 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.

7. 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.

8. Utilities

The party named in article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state 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 with State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with applicable environmental laws. The party named in article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local 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 the environmental assessment process. Public hearings will not be held prior to the approval of Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, 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 have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement 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).

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11. Procurement Standards

For projects being managed by the Local Government and on the State highway system or that include state funding, the Local Government must obtain approval from the State for its proposed procurement procedure for the selection of a professional services provider, a contractor for a construction or maintenance project, or a materials provider.

12. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT 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. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with Texas Government Code 2254, Subchapter A. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional service contracts must be reviewed and approved by the State prior to execution by the Local Government.

13. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. 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. Projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

G. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.

14. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the state

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highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

15. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of 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., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an

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explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

16. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity 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. 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.

17. 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 S. Main Street, Ste. 101 Georgetown, TX 78626	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 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

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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.

18. 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.

19. 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.

20. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, of photocopy reproduction on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

21. 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.

22. 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.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in the Texas Uniform Grant Management Standards.

24. 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 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.

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25. Audit

Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state 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 state auditor with access to any information the state auditor considers relevant to the investigation or audit.

26. Historically Underutilized Business (HUB) and Small Business Enterprise (SBE) Requirements

For projects with State funds and no federal funds, the Local Government will be required to follow the provisions of Texas Transportation Code §201.702 and 43 TAC §§9.354-9.355 (HUB) and §§9.314-9.315 (SBE). The Local Government must incorporate project goals approved by TxDOT into project documents before advertising for receipt of bids. Contractors must select HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government will provide monthly updates of HUB/SBE (as appropriate) participation and report final accomplishments to TxDOT for credit to overall program goals.

For projects with no state or federal funds that are not on the state or federal highway systems, the Local Government should follow its own local or specific ordinances and procedures. Local Governments are encouraged to use HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government must also report final HUB accomplishments to TxDOT for credit to overall program goals.

27. Debarment Certifications

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

28. 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 the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

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G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

29. 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

DocuSigned by:
Kenneth Stewart
F1CDA80FDB8C4B6...
Signature

Kenneth Stewart
Typed or Printed Name

Director of Contract Services
Typed or Printed Title

2/14/2024
Date

THE LOCAL GOVERNMENT

DocuSigned by:
Judge Bill Gravell Jr.
91F1AB3572F444D...
Signature

Bill Gravell, Jr.
Typed or Printed Name

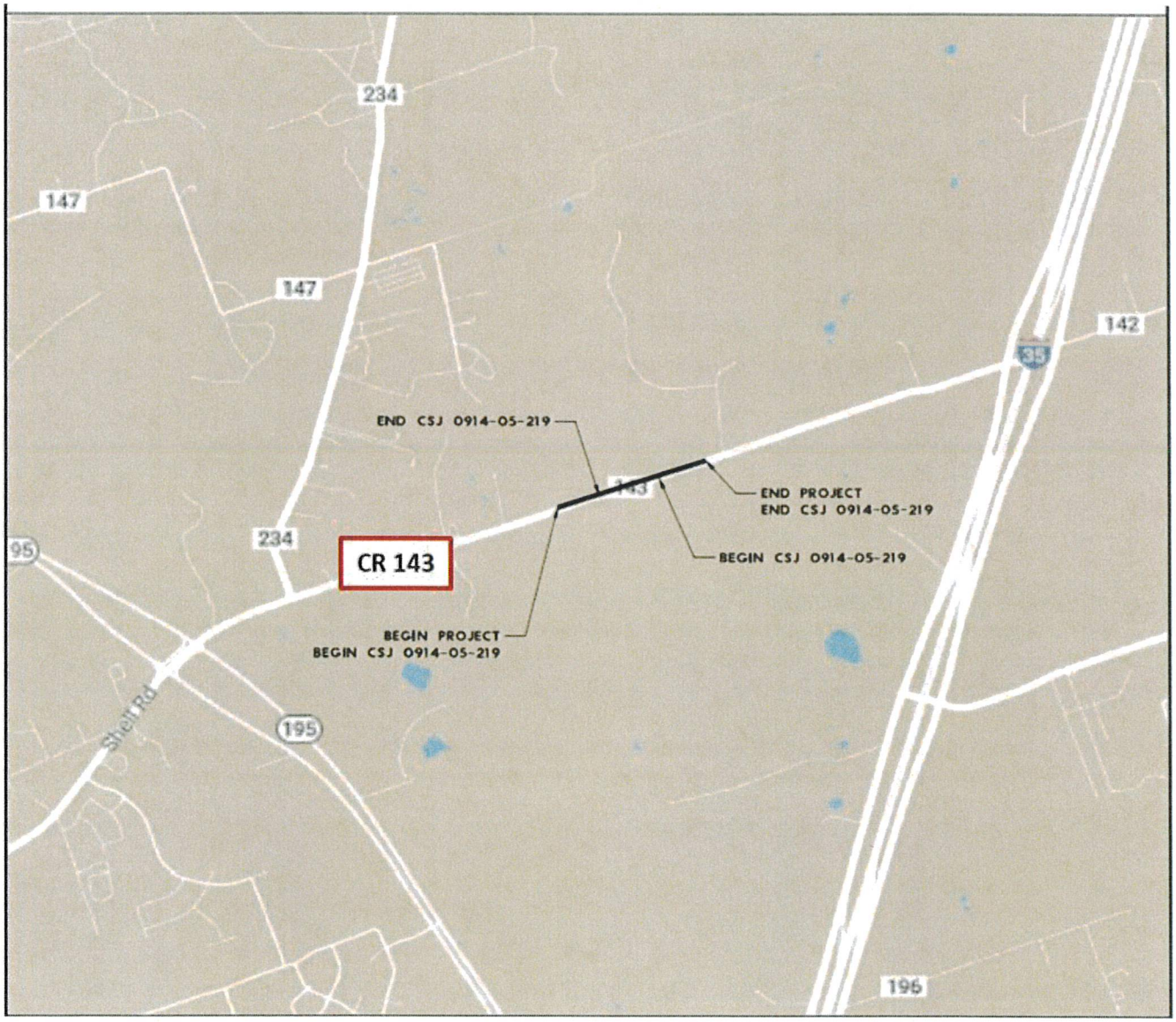
County Judge
Typed or Printed Title

2/14/2024
Date

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ATTACHMENT A
LOCATION MAP SHOWING PROJECT



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ATTACHMENT B
PROJECT BUDGET

Costs will be allocated based on 100% Local Government funding until the Local Government funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description 0914-05-219	Total Estimated Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Engineering (by State)	$170,000	0%	$0	100%	$170,000
Environmental (by State)	$30,000	0%	$0	100%	$30,000
Construction (by State)	$1,548,662	0%	$0	100%	$1,548,662
Subtotal	$1,748,662		$0		$1,748,662
Environmental Direct State Costs	$8,743	0%	$0	100%	$8,743
Right of Way Direct State Costs	$2,186	0%	$0	100%	$2,186
Engineering Direct State Costs	$13,115	0%	$0	100%	$13,115
Utility Direct State Costs	$2,186	0%	$0	100%	$2,186
Construction Direct State Costs	$61,203	0%	$0	100%	$61,203
Indirect State Costs (4.6%)	$80,438	100%	$80,438	0%	$0
TOTAL	$1,916,534		$80,438		$1,836,095

Initial payment by the Local Government to the State: $226,230
Payment by the Local Government to the State before construction: $1,609,865
Estimated total payment by the Local Government to the State $1,836,095. This is an estimate. The final amount of Local Government participation will be based on actual costs.

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ATTACHMENT C
RESOLUTION
RESOLUTION

The State of Texas
County of **Williamson**

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace, rehabilitates or remove structurally deficient and functional obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, **Williamson County** will provide the Project funding from the Capital Project Funds.

WHEREAS, **Williamson County**, hereinafter referred to as the Local Government, own bridges and approaches:

Located on **CR 143 at DRY BERRY CREEK**, National Bridge Inventory (NBI) Structure Number **142460AA0171001**, Control-Section-Job (CSJ) Number **0914-05-203**; and

Located on **CR 143 From 3,200' E of CR 234 to 3,882' E and From 4,082' E of CR 234 to 4,814' W of IH 35**, Control-Section-Job (CSJ) Number **0914-05-219**; and

THEREFORE, BE IT RESOLVED:

That **Williamson County** has agreed and accepted the Highway Bridge Replacement and Rehabilitation Program (HBRRP) funding for CR 143 at Dry Berry Creek (0914-05-203) in separate Advance Funding Agreement with the State. **Williamson County** shall be responsible for any cost due to changes or modification to the initial plan including any cost overruns which will be administer through this Advance Funding Agreement.

That **Williamson County** has agreed to costs outlined in the Advance Funding agreement for CR 143 From 3,200' E of CR 234 to 3,882' E and From 4,082' E of CR 234 to 4,814' W of IH 35 (under CSJ#0914-05-219) with the State. **Williamson County** shall be responsible for any project cost overruns for both projects which are under CSJ#0914-05-203 and CSJ#0914-05-219.

Now therefore, the Williamson County Commissioners Court does hereby approve the Advance Funding Agreement and enter into this agreement with the Texas Department of Transportation for the Project reference above by the two CSJs. The County Judge is authorized to execute all documents necessary to complete this transaction.

APPROVAL SIGNATURES

Valerie Covey

Date: January 30, 2024

Texas Department of Transportation

P.O. Box 15426, AUSTIN, TEXAS 78761-5426 | 512.832.7000 | WWW.TXDOT.GOV

June 2, 2025

Williamson County
Attention: Kon Kwan
710 Main Street, Suite 101
Georgetown, TX 78626

REF: CSJ 0914-05-219– To perform PS&E for construction of road re-alignment on either side of Dry Berry Creek on CR 143

Dear Mr. Kwan,

Per executed agreement of February 14th, 2024, the second payment of $1,609,865.00 for participation on the subject project is now due. Please make payment by check or direct deposit and use the instructions below for either method.

Check

Please make payable to Texas Department of Transportation, notate on the check the CSJ # **0914-05-219** and mail it preferably with tracking number to:

TxDOT Austin District Headquarters
7901 N. IH-35
Austin, TX 78753
Attn. Business Services Office – Ronnie Martinez

Direct Deposit, Automated Clearing House (ACH)

Please send notification with the date the funds were transferred.

Payment Instructions (direct deposit):

Bank Name:	Bank of America, P.O. Box 908
Routing Number:	111000025
Account Name:	***Glenn Hegar,* Comptroller of Public Account**
Account Number:	006040070607
Customer Name:	601- Texas Department of Transportation
Addenda Record	**CSJ 0914-05-219** Remitter's name and amount
Bank Contact:	*Marcie Enriquez – 512-397-2883*

If you have any questions, please contact us at any time.

Vilma V. Ruiz

Texas Department of Transportation
Austin District - TPD-Project Delivery
Vilma V. Ruiz

Commissioners Court - Regular Session **15.**

Meeting Date: 06/24/2025

County Attorney April 2025 Monthly Report

Submitted For: Dee Hobbs **Submitted By:** Stephanie Lloyd, County Attorney

Department: County Attorney

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to approve the County Attorney's April 2025 Monthly report in compliance with Code of Criminal Procedure 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

April report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	06/13/2025 01:43 PM
Form Started By: Stephanie Lloyd		Started On: 06/13/2025 01:07 PM
Final Approval Date: 06/13/2025		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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

Dee Hobbs

DEE HOBBS
COUNTY ATTORNEY

On this 13th day of June, 2025, to certify which witness my hand and seal of office.

Stephanie J. Lloyd

NOTARY PUBLIC
In and for the State of Texas

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

GL Revenue Object	GL Revenue Fund	Receipt Source	Receipt Date	Receipt Number	Receipt Comment	Receipt Amount
207015	0100	CO ATTY	01-Apr-2025	35669	REC: 2023-4527; 4/1/2025	$ 121.40
			10-Apr-2025	35715	2024-5024; 4/10/2025	$ 60.00
			22-Apr-2025	35757	REC 2024-0495 ($250); 2024-1866 ($60); 2024-3490 ($60); 4/22/2025	$ 370.00
			25-Apr-2025	35775	REC 2024-0878; 4/24/2025	$ 60.00
			29-Apr-2025	35787	REC 2022-3146 ($180), 2023-1233 ($10,000); 2023-3076 ($180); 2024-1328 ($200); 2024-1816 ($60); 2024-2168 ($60); 2024-2337 ($60); 2024-3627 ($60); 2024-5592 ($180); 4/29/2025	$ 10,980.00
		CO ATTY 1	17-Apr-2025	35744	2023-1232 ($500), 2024-1139 ($60), 2024-2646 ($160), 2024-3131 ($110), 2024-3894 ($676.56), 2025-0346 ($676.56); 4/15/2025	$ 2,183.12
		CO ATTY 3	17-Apr-2025	35744	2023-4774 ($180); 2024-3722 ($60); 4/17/2025	$ 240.00
207015 Total						**$ 14,014.52**
351000	0364	CO ATTY INTERVENTION	14-Apr-2025	35728	2024-1583; 4/11/2025	$ 500.00
			16-Apr-2025	35738	2023-4774; 2024-5236; 4/14/2025	$ 1,000.00
			22-Apr-2025	35757	2022-3048, 2023-2886, 2023-4628, 2023-4925, 2023-5008, 2023-5300, 2024-0045, 2024-0898, 2024-1478, 2024-1866, 2024-2347, 2024-2878, 2024-2904, 2024-3028, 2024-3490, 2024-3722, 2024-3845, 2024-5791; 4/21/2025	$ 7,460.00
			24-Apr-2025	35771	2023-4426, 2023-4521, 2023-4577; 4/23/25	$ 1,360.00
			30-Apr-2025	35790	REC 2022-2331, 2024-2881, 2024-1285; 4/30/2025	$ 1,300.00
		CO ATTY INTERVENTION 1	28-Apr-2025	35782	REC 2023-5197, 2024-0874, 2024-0883, 2024-1701, 2024-1726, 2024-2108, 2024-2168, 2024-2229, 2024-2337, 2024-3416, 2024-3627, 2024-4533, 2024-4916, 2024-5024; 4/25/2025	$ 6,440.00
		CO ATTY INTERVENTION 2	28-Apr-2025	35782	REC 2023-4743, 2023-5047, 2024-0594, 2024-2018, 2024-3258; 4/28/2025	$ 2,215.00
351000 Total						**$ 20,275.00**
352200	0100	CO ATTY 2	17-Apr-2025	35744	23-1558-CC3; JOHN M CLARK ($250); 23-1548-CC3, LANDON JOSIAH OUTLAW ($1600); 23-1565-CC3 JASMINE WATTERS ($2800); 21-1981-CC1 JAMIE LEE HADDIX ($2000); 4/15/2025	$ 6,650.00
352200 Total						**$ 6,650.00**
Grand Total						**$ 40,939.52**

Criminal Restitution April 2025

Date	Payor	Amount	Case #	Deposit Date
3/27/2025	Jatoyia Deshay Anderson	$ 121.40	2023-4527	4/1/2025
		$ 121.40		
Date	Payor	Amount	Case #	Deposit Date
4/8/2025	Ella Grace San Miguel	$ 60.00	2024-5024	4/10/2025
		$ 60.00		
Date	Payor	Amount	Case #	Deposit Date
4/10/2025	Achaia Marie Dukes	$ 500.00	2023-1232	4/15/2025
4/12/2025	Joshua Thomas Loenthal	$ 60.00	2024-1139	4/15/2025
4/10/2025	Mary Grace Gordon	$ 160.00	2024-2646	4/15/2025
4/14/2025	Chelsea Jenever Dotson	$ 110.00	2024-3131	4/15/2025
4/14/2025	Matthew Austin Turney	$ 676.56	2024-3894	4/15/2025
4/14/2025	Matthew Austin Turney	$ 676.56	2025-0346	4/15/2025
		$ 2,183.12		
Date	Payor	Amount	Case #	Deposit Date
4/15/2025	Adrianna Michelle Gallegos	$ 180.00	2023-4774	4/17/2025
4/16/2025	Jorge Bautista Angeles	$ 60.00	2024-3722	4/17/2025
		$ 240.00		
Date	Payor	Amount	Case #	Deposit Date
4/21/2025	Harlon Lamonte Fletcher	$ 250.00	2024-0495	4/22/2025
4/17/2025	James Ryan Mills	$ 60.00	2024-1866	4/22/2025
4/17/2025	Alan Jacob Moreno	$ 60.00	2024-3490	4/22/2025
		$ 370.00		
Date	Payor	Amount	Case #	Deposit Date
4/23/2025	Jose Adrian Villalobos	$ 60.00	2024-0878	4/24/2025
		$ 60.00		
Date	Payor	Amount	Case #	Deposit Date
4/24/2025	Matthew Alexander Locke	$ 180.00	2022-3146	4/29/2025
4/25/2025	Zachary Taylor Holt	$ 10,000.00	2023-1233	4/29/2025
4/28/2025	Jayden Gabriel Garcia	$ 180.00	2023-3076	4/29/2025
4/28/2025	Justin Rashaud Henry	$ 200.00	2024-1328	4/29/2025
4/28/2025	Sateesh Jagadeesan	$ 60.00	2024-1816	4/29/2025
4/24/2025	Kevin Johnston	$ 60.00	2024-2168	4/29/2025
4/28/2025	Gillian Celeste Aviles	$ 60.00	2024-2337	4/29/2025
4/24/2025	Ronak M Naik	$ 60.00	2024-3627	4/29/2025
4/28/2025	Williams Daniels	$ 180.00	2024-5592	4/29/2025
		$ 10,980.00		

PTI Fees April 2025

date	payor	amount	control #	deposit date
4/10/2025	Douglas Borgman	$ 500.00	2024-1583	4/11/2025
		$ 500.00		
date	**payor**	**amount**	**control #**	**deposit date**
4/15/2025	Adrianna Michelle Gallegos	$ 500.00	2023-4774	4/16/2025
4/15/2025	Randy Eldridge Myatt, Jr	$ 500.00	2024-5236	4/16/2025
		$ 1,000.00		
date	**payor**	**amount**	**control #**	**deposit date**
4/18/2025	Keisha Renee Gutierrez	$360.00	2022-3048	4/21/2025
4/17/2025	Jose Guadalupe Del Rio Salas	$360.00	2023-2886	4/21/2025
4/18/2025	Chelsea Graham Leija	$500.00	2023-4628	4/21/2025
4/18/2025	Scott Eugene Cornell	$500.00	2023-4925	4/21/2025
4/17/2025	Angelina Marie Pontillo	$500.00	2023-5008	4/21/2025
4/18/2025	Koussaia Hamiche	$360.00	2023-5300	4/21/2025
4/17/2025	Bruce Milton Wingfield	$360.00	2024-0045	4/21/2025
4/17/2025	Josaan Gaines	$360.00	2024-0898	4/21/2025
4/17/2025	Thomas Earl Winkfield	$360.00	2024-1478	4/21/2025
4/17/2025	James Ryan Mills	$360.00	2024-1866	4/21/2025
4/17/2025	Jose Antonio Perez Martinez	$360.00	2024-2347	4/21/2025
4/18/2025	Pedro Antonio Sanchez Sanchez	$360.00	2024-2878	4/21/2025

4/17/2025	Shayla Renay Vilches	$500.00	2024-2904	4/21/2025
4/19/2025	Carlos Andrew Gallegos	$360.00	2024-3028	4/21/2025
4/17/2025	Alan Jacob Moreno	$500.00	2024-3490	4/21/2025
4/16/2025	Jorge Bautista Angeles	$500.00	2024-3722	4/21/2025
4/17/2025	Brian Ndune Maina	$360.00	2024-3845	4/21/2025
4/18/2025	Elizabeth Ann Vaughn	$500.00	2024-5791	4/21/2025
		$ 7,460.00		
date	**payor**	**amount**	**control #**	**deposit date**
4/21/2025	Keaton Riley Martin-Moreno	$ 500.00	2023-4426	4/23/2025
4/21/2025	Elijah James Minton	$ 500.00	2023-4521	4/23/2025
4/21/2025	Deande Marquez Dunlap	$ 360.00	2023-4577	4/23/2025
		$ 1,360.00		
date	**payor**	**amount**	**control #**	**deposit date**
4/24/2025	Angela Lea Saenz	$ 360.00	2023-5197	4/25/2025
4/23/2025	Jonathan Matthew Daniel	$ 500.00	2024-0874	4/25/2025
4/24/2025	Trey Solis	$ 360.00	2024-0883	4/25/2025
4/24/2025	Stephanie Ann Goodman	$ 500.00	2024-1701	4/25/2025
4/23/2025	Mutaz Mohammed Elhassan	$ 500.00	2024-1726	4/25/2025
4/24/2025	Kaleb Bannon	$ 500.00	2024-2108	4/25/2025
4/24/2025	Kevin Johnston	$ 360.00	2024-2168	4/25/2025

4/24/2025	Jessica Marie Abeita	$ 500.00	2024-2229	4/25/2025
4/24/2025	Gillian Celeste Aviles	$ 500.00	2024-2337	4/25/2025
4/24/2025	Katelyn Forester	$ 500.00	2024-3416	4/25/2025
4/24/2025	Ronak M Naik	$ 500.00	2024-3627	4/25/2025
4/24/2025	Victoria Diane Basque	$ 500.00	2024-4533	4/25/2025
4/24/2025	Catherine Hollingsworth Simon	$ 360.00	2024-4916	4/25/2025
4/24/2025	Ella Grace San Miguel	$ 500.00	2024-5024	4/25/2025
		$ 6,440.00		
date	**payor**	**amount**	**control #**	**deposit date**
4/25/2025	Michael Ray Bockhold	$ 350.00	2023-4743	4/28/2025
4/25/2025	Christopher Jay Perez	$ 365.00	2023-5047	4/28/2025
4/25/2025	Ranferi Rios Varela	$ 500.00	2024-0594	4/28/2025
4/25/2025	Christian Zane Delgado	$ 500.00	2024-2018	4/28/2025
4/25/2025	Lorena Luengo Mengual	$ 500.00	2024-3258	4/28/2025
		$ 2,215.00		
date	**payor**	**amount**	**control #**	**deposit date**
4/28/2025	Lorenzo Rayal Smith	$300	2024-1285	4/30/2025
4/28/2025	Madeline Halchak	$500	2024-2881	4/30/2025
4/29/2025	Lupita Lopez	$500	2022-2331	4/30/2025
		$ 1,300.00		

Commissioners Court - Regular Session **16.**

Meeting Date: 06/24/2025

County Attorney May 2025 Monthly Report

Submitted For: Dee Hobbs **Submitted By:** Stephanie Lloyd, County Attorney

Department: County Attorney

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

May report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	06/13/2025 01:44 PM
Form Started By: Stephanie Lloyd		Started On: 06/13/2025 01:11 PM
Final Approval Date: 06/13/2025		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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

Dee Hobbs

DEE HOBBS
COUNTY ATTORNEY

On this 13th day of June, 2025, to certify which witness my hand and seal of office.

Stephanie J. Lloyd

NOTARY PUBLIC
In and for the State of Texas

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

GL Revenue Object	GL Revenue Fund	Receipt Source	Receipt Date	Receipt Number	Receipt Comment	Receipt Amount
207015	0100	CO ATTY	01-May-2025	35809	REC 2024-1273, 5/1/2025	$ 60.00
			09-May-2025	35846	REC 2024-0045; 5/8/2025	$ 60.00
			21-May-2025	35894	2024-0790	$ 60.00
					2024-3402	$ 60.00
			28-May-2025	35917	REC 2023-3600, 2024-1270, 2024-1583; 5/27/25	$ 180.00
			30-May-2025	35929	2025-1586	$ 51.60
		CO ATTY 2	06-May-2025	35831	REC 2024-0698; 5/6/2025	$ 60.00
			16-May-2025	35871	CA - RESTITUTION 2024-2493	$ 60.00
			27-May-2025	35913	2024-0050	$ 60.00
207015 Total						**$ 651.60**
341300	0406	CO ATTY HC FEES	06-May-2025	35831	HOT CHECK FEES - APRIL 2025	$ 15.00
341300 Total						**$ 15.00**
351000	0364	CO ATTY	19-May-2025	35880	INTERVENTION: 2023-2259, 2024-0519, 2024-0790, 2024-1155, 2024-2024, 2024-2235, 2024-3615, 2024-3752, 2024-3964, 2024-4523	$ 4,580.00
		CO ATTY INTERVENTION	02-May-2025	35816	2023-1731, 2024-1273	$ 1,000.00
			05-May-2025	35825	REC 2023-3517; 5/5/2025	$ 500.00
			07-May-2025	35837	REC 2024-3429; 5/7/2025	$ 500.00
			09-May-2025	35846	REC 2022-3146; 5/9/2025	$ 500.00
			13-May-2025	35857	2023-5387; 2024-2903	$ 1,000.00
			15-May-2025	35867	2024-0007; 2024-1285	$ 700.00
			20-May-2025	35887	2024-2510; 2024-3829; 2024-4170	$ 1,360.00
			22-May-2025	35901	2024-1169	$ 360.00
			28-May-2025	35917	REC 2024-2493, 2024-5154; 5/23/25	$ 1,000.00
			29-May-2025	35926	REC 2023-4577, 2023-5047, 2024-1270; 5/28/2025	$ 775.00
351000 Total						**$ 12,275.00**
352200	0100	CO ATTY 1	06-May-2025	35831	CK# 1127 CAUSE# 23-1559-CC3 JUAN ANTONIO GUILLEN	$ 100.00
					CK# 42301 CAUSE# 22-0453-CC1 DESTINY ISCELLA PEREZ	$ 100.00
			16-May-2025	35871	BOND FORFEITURE: CAUSE #22-0452-CC1 DESTINY ISCELLA PEREZ	$ 100.00
					BOND FORFEITURE: CAUSE #23-1550-CC3 TONYA SUE COLLINS	$ 2,000.00
					BOND FORFEITURE: CAUSE #23-1566-CC3 RAKEEM JASHAWN HURLEY	$ 1,600.00
352200 Total						**$ 3,900.00**
Grand Total						**$ 16,841.60**

Criminal Restitution May 2025

Date	Payor	Amount	Case #	Deposit Date
4/30/2025	Danny Andrew Flores Alba	$ 60.00	2024-1273	5/1/2025
		$ 60.00		
Date	Payor	Amount	Case #	Deposit Date
5/5/2025	Milton Daniel Alvarez	$ 60.00	2024-0698	5/6/2025
		$ 60.00		
Date	Payor	Amount	Case #	Deposit Date
5/6/2025	Bruce Milton Wingfield	$ 60.00	2024-0045	5/8/2025
		$ 60.00		
Date	Payor	Amount	Case #	Deposit Date
5/13/2025	Yuyi Chen	$ 60.00	2024-2493	5/15/2025
		$ 60.00		
Date	Payor	Amount	Case #	Deposit Date
5/15/2025	David A DeLlano	$ 60.00	2024-0790	5/20/2025
5/16/2025	Cecilia Lamoria	$ 60.00	2024-3402	5/20/2025
		$ 120.00		
Date	Payor	Amount	Case #	Deposit Date
5/20/2025	Bonita Maria Rabago	$ 60.00	2024-0050	5/22/2025
		$ 60.00		
Date	Payor	Amount	Case #	Deposit Date
5/23/2025	Elda Evella Villareal	$ 60.00	2023-3600	5/27/2025
5/23/2025	Arthur Solis	$ 60.00	2024-1270	5/27/2025
5/24/2025	Douglas Borgman	$ 60.00	2024-1583	5/27/2025
		$ 180.00		
Date	Payor	Amount	Case #	Deposit Date
5/28/2025	Rachel Diane Bonine	$ 51.60	2025-1586	5/29/2025
		$ 51.60		

Disbursement Summary

TXWILLIAMSONP
ROD

Collection Date Range: **04/01/2025 - 04/30/2025** **Ignore Tender Holds: No** **Final Copy**

County Attorney **County Attorney Bank**

Williamson County Treasurer - HC

Disbursement Summary

Code Word	Description	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
CHKFEE	Check Fee	15.00	0.00	0.00	0.00	15.00

Disbursement Summary Totals	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
	15.00	0.00	0.00	0.00	15.00

Disbursement Detail

Check ID Number	Defendant	Code	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
12-01634	GARCIA, STACEY N (PID #: 464157)	CHKFEE	15.00	0.00	0.00	0.00	15.00
Totals:			**15.00**	**0.00**	**0.00**	**0.00**	**15.00**

PTI Fees May 2025

date	payor	amount	control #	deposit date
4/30/2025	Rebecca Chaney	$ 500.00	2023-1731	5/2/2025
4/30/2025	Danny Andrew Flores Alba	$ 500.00	2024-1273	5/2/2025
		$ 1,000.00		
date	**payor**	**amount**	**control #**	**deposit date**
5/3/2025	Brian James Slaughter	$ 500.00	2023-3517	5/5/2025
		$ 500.00		
date	**payor**	**amount**	**control #**	**deposit date**
5/6/2025	Jamil Parker	$ 500.00	2024-3429	5/7/2025
		$ 500.00		
date	**payor**	**amount**	**control #**	**deposit date**
5/8/2025	Matthew Alexander Locke	$ 500.00	2022-3146	5/9/2025
		$ 500.00		
date	**payor**	**amount**	**control #**	**deposit date**
5/9/2025	Cesar Centeno II	$ 500.00	2023-5387	5/12/2025
5/9/2025	Rafael Enrique Dieguez Bernal	$ 500.00	2024-2903	5/12/2025
		$ 1,000.00		
date	**payor**	**amount**	**control #**	**deposit date**
5/12/2025	Corey Daniel Cook	$ 500.00	2024-0007	5/14/2025
5/12/2025	Lorenzo Rayal Smith	$ 200.00	2024-1285	5/14/2025

		$ 700.00		
date	**payor**	**amount**	**control #**	**deposit date**
5/15/2025	Patrick Aaron Thompson	$ 360.00	2023-2259	5/16/2025
5/15/2025	Esteban Correa	$ 500.00	2024-0519	5/16/2025
5/15/2025	David A De Llano	$ 500.00	2024-0790	5/16/2025
5/15/2025	Isidoro Gutierrez	$ 500.00	2024-1155	5/16/2025
5/15/2025	Efrain Ramirez Camargo	$ 500.00	2024-2024	5/16/2025
5/15/2025	Joshua John England	$ 500.00	2024-2235	5/16/2025
5/14/2025	Miguel Angel Perales	$ 360.00	2024-3615	5/16/2025
5/15/2025	Gurvinder Singh	$ 500.00	2024-3752	5/16/2025
5/15/2025	Mason Everett Kendrick	$ 500.00	2024-3964	5/16/2025
5/15/2025	Karali Carter	$ 360.00	2024-4523	5/16/2025
		$ 4,580.00		
date	**payor**	**amount**	**control #**	**deposit date**
5/16/2025	Samantha Blanton	$ 500.00	2024-2510	5/19/2025
5/16/2025	Valeria Olivera-Rodriguez	$ 500.00	2024-3829	5/19/2025
5/16/2025	Aurelio Planes Rodriguez	$ 360.00	2024-4170	5/19/2025
		$ 1,360.00		
date	**payor**	**amount**	**control #**	**deposit date**
5/19/2025	Nicholas Patrick Santagata	$ 360.00	2024-1169	5/21/2025

		$ 360.00		
date	**payor**	**amount**	**control #**	**deposit date**
5/22/2025	Yuyi Chen	$ 500.00	2024-2493	5/23/2025
5/22/2025	Angel Ivon Perry-Murillo	$ 500.00	2024-5154	5/23/2025
		$ 1,000.00		
date	**payor**	**amount**	**control #**	**deposit date**
5/27/2025	Deandre Marquez Dunlap	$ 140.00	2023-4577	5/28/2025
5/23/2025	Christopher Jay Perez	$ 135.00	2023-5047	5/28/2025
5/23/2025	Arthur Solis	$ 500.00	2024-1270	5/28/2025
		$ 775.00		

Commissioners Court - Regular Session **17.**

Meeting Date: 06/24/2025

Discuss, consider and take appropriate actions on approving the salary agreement with AgriLife Extension.

Submitted By: Amy Hays, Extension Service

Department: Extension Service

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate actions on amending the salary agreement with AgriLife Extension.

Background

Discuss, consider and take appropriate actions on amending the salary agreement with AgriLife Extension.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Salary Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	06/17/2025 01:56 PM
Form Started By: Amy Hays		Started On: 06/12/2025 11:57 AM
Final Approval Date: 06/17/2025		

Docusign Envelope ID: E00C4158-A26C-4DCE-BA9D-619DC25D6D9E

TEXAS AGRILIFE EXTENSION SERVICE
SALARY CONTRIBUTION AGREEMENT

This Salary Contribution Agreement ("Agreement") is entered into by and between Williamson County, Texas ("County") and the Texas A&M AgriLife Extension Service of the Texas A&M University System (Agency).

RECITALS

WHEREAS, the Agency provides quality, relevant outreach and continuing educational programs and services to the people of Williamson County, Texas and educates Williamson County residents in the areas of agriculture, environmental stewardship, youth and adult life skills, human capital and leadership, and community economic development;

WHEREAS, the Agency improves the lives of Texans through an educational process that uses research-based knowledge focused on issues and needs. Within the broad context of the Agency's mission, the Agency will foster the improvement of agriculture and agribusiness, improve the stewardship of the environment and Texas' natural resources, ensure a safe, nutritious food supply, strengthen Texas families, develop leadership skills and productive citizenship among youth and adults, enhance economic security and financial responsibility among the people, and improve the quality of life in Texas families;

WHEREAS, Chapter 43 of the Texas Agricultural Code authorizes and enables Texas counties, through their commissioners court, to employ any means and appropriate and expend money as necessary to establish and conduct cooperative demonstration work in agriculture and home economics in cooperation with Texas A & M University;

WHEREAS, the Agency and County have established and conducted cooperative demonstration work in agriculture and home economics in cooperation with one another over the years and the Agency and County wish to continue such cooperative;

WHEREAS, the County would like to contribute to the annual salaries of the extension agents serving at the Agency;

WHEREAS, the Agency would like to continue to conduct cooperative demonstration work in agriculture and home economics in cooperation with the County;

NOW, THEREFORE, the parties wish to certify and acknowledge their agreements in relation to the aforesaid cooperative, as follows:

Docusign Envelope ID: E00C4158-A26C-4DCE-BA9D-619DC25D6D9E

ARTICLE I
PURPOSE

The purpose of this Agreement is to define the annual contribution of the County towards funding salaries of extension agents at the Agency, as well as outline obligations of the Agency.

ARTICLE II
GENERAL OBLIGATIONS OF AGENCY

During the term of this Agreement, the Agency agrees to continue to conduct cooperative demonstration work in agriculture and home economics in cooperation with the County. As a part of such cooperative, the Agency shall be obligated to do the following:

A. To provide quality, relevant outreach and continuing educational programs and services to the people of Williamson County, Texas and educate Williamson County residents in the areas of agriculture, environmental stewardship, youth and adult life skills, human capital and leadership, and community economic development;
B. To endeavor to improve the lives of Williamson County residents through an educational process that uses research-based knowledge focused on issues and needs; and
C. Assist in fostering the improvement of agriculture and agribusiness in Williamson County, improve the stewardship of the environment and Texas' natural resources, ensure a safe, nutritious food supply, strengthen Texas families, develop leadership skills and productive citizenship among youth and adults, enhance economic security and financial responsibility among the people, and improve the quality of life in Texas families.

ARTICLE III
TERM

The term of this Agreement is for twelve (12) months, commencing October 1, 2024, and ending September 30, 2025. This Agreement may be renewed by addendum hereto in writing and executed by all parties.

ARTICLE IV
ANNUAL SALARY CONTRIBUTION; CELL PHONE STIPEND

A. Annual Salary Contribution. The County, the State of Texas and other entities co-fund five extension agent positions in Williamson County. The County's contribution towards funding these positions shall be $149,079.14 for the Agency's extension agents' salaries plus employer FICA at the rate of 7.65%, unemployment compensation insurance (UCI), and worker's compensation insurance (WCI) for the term of this Agreement.

Docusign Envelope ID: E00C4158-A26C-4DCE-BA9D-619DC25D6D9E

B. Cell Phone Stipend. The County will contribute cell phone stipends for each of the five extension agent positions. The amount of the cell phone stipends shall be at the rate set forth by the County.

ARTICLE V
PAYROLL PROCESSING

County shall process the payroll for the portion of salaries paid from County funds on the five agent positions, file and report payroll tax reports and returns and remit payroll taxes to the appropriate federal authorities for the portion of salaries paid from County funds.

ARTICLE VI
AVAILABILITY OF FUNDS

Both parties agree and understand that all financial obligations provided for in this Agreement will be contingent on the availability of each party' funds to meet said obligations.

ARTICLE VII
EQUAL OPPORTUNITY

Agency agrees to respect and protect the civil and legal rights of all citizens. It will not unlawfully discriminate against any employee, or prospective employee, on the basis of age, race, sex, religion, disability or national origin.

ARTICLE VIII
ASSIGNMENT & SUBCONTRACT

Neither party hereto may assign any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of the other party.

ARTICLE IX
OFFICIALS NOT TO BENEFIT

No officer, employee or agent of either party hereto and no member of its organization and no other public officials of the governing body of the locality or localities in which the parties are situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE X
TERMINATION

This Agreement may be terminated:

A. By either party upon Sixty (60) days written notice to the other party of the intention to terminate; or
B. Upon expenditure of available funds.

ARTICLE XI
GOVERNMENTAL IMMUNITY; NO THIRD-PARTY BENEFICIARIES

This Agreement is expressly made subject to County's governmental immunity, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the County has by operation of law. Nothing in this Agreement is intended to benefit any third- party beneficiary. County expressly acknowledges that Agency is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Agency of its right to claim such exemptions, privileges and immunities as may be provided by law.

ARTICLE XII
REPRESENTATIONS & WARRANTIES

Both parties hereby represent that they have all necessary right, title, license and authority to enter into this Agreement.

ARTICLE XIII
TEXAS LAW TO APPLY

This Agreement shall be construed under and in accordance with the laws of the State of Texas.

ARTICLE XIV
COMPLIANCE WITH LAWS

Both parties shall comply with all applicable federal and state laws and regulations relating to this Agreement.

ARTICLE XV
LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision 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 therein.

Docusign Envelope ID: E00C4158-A26C-4DCE-BA9D-619DC25D6D9E

ARTICLE XVI
PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

ARTICLE XVII
INDEPENDENT CONTRACTOR CLAUSE

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. Furthermore, the parties acknowledge and agree that County's sole obligation hereunder is the making of a contribution towards the Agency's extension agents' salaries and that the Agency's extension agents are solely the Agency's employees. The parties hereto further agree and acknowledge that all personnel related matters in relation to the Agency's extension agents, including but not limited to the hiring, firing, salary, job descriptions and benefits shall be solely controlled and made by the Texas A&M University System.

ARTICLE XVIII
ENTIRE AGREEMENT; AMENDMENTS

This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written and may not be amended or superseded except by written agreement signed by an authorized representative of each party.

EXECUTED IN DUPLICATE EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

WILLIAMSON COUNTY, TEXAS

By: _____

Steve Snell

Williamson County Judge

Date: _____

TEXAS A&M AGRILIFE EXTENSION SERVICE

By: DocuSigned by: Donna Alexander 72FC23C2A9A9419...

Printed Name: Donna Alexander

Title: Assistant Agency Director, CFO

Date: March 10, 2025 | 6:38 AM PDT

Commissioners Court - Regular Session **18.**

Meeting Date: 06/24/2025

Approval of Hosted Software Service Agreement for Public Health Management Corporation with County Court at Law #2

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to approve the Hosted Software and Service Agreement and Addendum #2025210 between Williamson County and Public Health Management Corporation (PMHC) to provide RANT/DUI-RANT licenses and software for the amount of $2,550.00 per year ($1,275.00 RANT & $1,275.00 DUI/RANT) and authorizing execution of the Hosted Software Service Agreement.

Background

This Hosted Software Service Agreement will benefit Williamson County and the specialty courts within Williamson County to help provide RANT/DUI-RANT software. This software is Risk and Needs Triage (RANT). The courts currently use this software for assessments in our DWI/Drug Court and Veterans Treatment Court. RANT software is a highly secure, web-based tool designed to help judges and other criminal justice professionals place adult drug offenders in the appropriate care-setting. By matching offenders to appropriate services, RANT helps target resources for improved public safety and public health outcomes. In addition to a risk/needs score, the report also lists the specific risk and needs factors identified for the client. This will provide a one (1) year agreement and the option to renew for up to 5 years. This addendum and agreement have been approved by Audit Grants, Human Resources, and Information Services. This expenditure will be funded by a 508P Grant and a 505P Grant. Origination #2542. The department's point of contact is Tanya Kunz. The department's point of contact is Tanya Kunz.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Hosted Software Service Agreement

1295 Form

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/17/2025 01:10 PM
County Judge Exec Asst.	Delia Colon	06/17/2025 01:47 PM
Form Started By: Sandra Malcolm		Started On: 04/17/2025 04:46 PM
Final Approval Date: 06/17/2025		

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ADDENDUM NO. 1
TO HOSTED SOFTWARE SERVICE AGREEMENT
BETWEEN
PUBLIC HEALTH MANAGEMENT CORPORATION
AND
WILLIAMSON COUNTY, TEXAS

The underlying Hosted Software Service Agreement (the "Agreement"), between Public Health Management Corporation ("PHMC") and Williamson County, Texas ("Licensee") 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.** Licensee may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to PHMC. In the event of such termination, it is understood and agreed that only the amounts due to PHMC 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 to Licensee's termination of this Agreement for convenience.

2. **No Indemnification by County.** PHMC acknowledges and agrees that under the Constitution and the laws of the State of Texas, Licensee cannot enter into an agreement whereby Licensee agrees to indemnify or hold harmless any other party, including but not limited to PHMC; therefore, all references of any in this Agreement to Licensee indemnifying, holding or saving harmless any other party, including but not limited to PHMC, 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 Licensee, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Licensee does not waive, modify, or alter to any extent whatsoever the availability of the

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defense of governmental immunity under the laws of the State of Texas and of the United States.

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

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

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

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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.** Licensee 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 Licensee. 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 Licensee, 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 Licensee as to whether or not the same are available to the public. It is further understood that Licensee's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Licensee, 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 Licensee 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.

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Public Health Management Corporation

By: Signed by: Michael K. Pearson 3C784066D1FD46C...

Printed Name: Michael K. Pearson

Title: President & CEO

Date: June 13, 2025 ____, 20___

Williamson County, Texas

By: _____

Printed Name: _____

Title: As Presiding Officer, Williamson Commissioners Court

Date: _____ ____, 20____

Approved as to Legal Form
HAL HAWES
General Counsel, Commissioners Court
Date: Jun 16 2025 Time: 11:21 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Jun 13 2025 Time: 3:06 pm

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HOSTED SOFTWARE SERVICE AGREEMENT

This Hosted Software Service Agreement is made as of the date of last signature below (the "***Effective Date***") by and between Public Health Management Corporation, with offices at 1500 Market Street, LM 500, Philadelphia, PA 19102 ("***PHMC***" or "***we***") and the party identified on the signature page below as "Licensee" ("***Licensee***" or "***you***"), each a "***Party***" and collectively the "***Parties***". As used in this Agreement, "***you***" means the Licensee, i.e., any individual or entity that desires to pay for and use the Services and is agreeing to the terms and conditions contained in this Agreement. It shall be conclusively presumed that any individual that purports to accept the terms and conditions of this Agreement on behalf of an entity identified as the Licensee is authorized to bind the Licensee to use and purchase the Services.

This Agreement sets forth the terms under which PHMC will provide Licensee with access to and use of certain Software offering(s) identified herein (each, a "***Software Service***" and collectively, the "***Software Service***" or "***Software Services***").

This Agreement, together with all exhibits attached hereto, forms a binding contract between Licensee and PHMC. In addition, Licensee agrees that unless explicitly stated otherwise, any updates or Enhancements to the Software Service(s) that are made available to Licensee, and/or any new Software Service(s) subsequently purchased by Licensee under an Amendment, will be subject to this Agreement.

In consideration of the mutual obligations contained in this Agreement, and intending to be legally bound, the Parties agree as follows:

1. DEFINITIONS

(a) "***Affiliate***" as used herein shall mean any organization in which Licensee owns a controlling or majority interest, whether by direct ownership or by agreement, during any License year or acquires a controlling interest or majority interest, whether by direct ownership or by agreement, in such organization during a License year for as long as Licensee holds such controlling interest or majority ownership.

(b) "***Agreement***" as used herein shall mean these terms and conditions, together with any and all Amendments referencing these terms and conditions, the exhibits and schedules attached hereto and any other amendments, statements of work, attachments or appendices thereto, whether attached or incorporated by reference.

(c) "***Bug***" or "***Error***" as used herein shall mean an instance when the Software does not perform in accordance with the current Documentation.

(d) "***Court***" as used herein means only a single court on a per-physical-location basis (i.e., a courtroom building) and does not mean multiple courts with separate physical locations. For instance, if there are multiple courts within your county (or township, parish, state, province, or country, etc.), each court with a separate physical location is considered a Licensee under this agreement, and each must sign up and pay fees separately. A court system or any combination of multiple courts each having separate physical locations are not permitted to sign up for paid subscription services as a single account under this Agreement.

(e) "***Documentation***" as used herein shall mean such manuals and other standard end-user Documentation that PHMC ordinarily makes available with the Software in its discretion from time to time, including amendments and revisions thereto.

(f) "***Enhancements***" as used herein shall mean any modifications or improvements with respect to the functionality or performance of the Software, which are requested by Licensee through an executed Statement of Work.

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(g) "***Licensee Data***" as used herein shall mean Licensee's data entered into, stored, or otherwise processed by the Software Services, exclusive of Usage Data.

(h) "***Maintenance and Support Services***" as used herein shall mean those maintenance and support services provided by PHMC relating to Licensee's use of the Software Services, as further detailed in Section 6

(i) "***Permitted Users***" as used herein shall mean the maximum number of Users permitted to use the Software under Licensee's License, whether at the Server location or by remote access. *Under no circumstances may the Software be operated at the same time on more than the number of computers for which a separate License fee has been paid to PHMC.*

(j) "***Professional Services***" as used herein shall mean any additional services that are not standard maintenance and support services and NOT in relation to functionality or performance of the Software. Additional services are to be fully described in a negotiated and executed Statement of Work. Professional Services are more specifically detailed in Section 4 "Professional Services."

(k) "***Server***" as used herein shall mean the server equipment at PHMC, a single website hosted by PHMC, or a hosting company approved by PHMC.

(l) "***Services***" as used herein shall mean the services provided by PHMC to Licensee under this Agreement, including the Software Services, Maintenance and Support Services, and Professional Services.

(m) "***Software***" or "***Software Services***" as used herein shall mean one of PHMC's Software Suites, as modified for Licensee by PHMC, as described in ***Exhibit A (***"***Software and Services Summary***"***)*** hereto, and includes program object code as well as systems and operations Documentation in their standard Versions and as customized for Licensee by PHMC.

(n) "***Software License***" or "***License***" as used herein shall mean the License to use the Software granted to Licensee pursuant to the Agreement.

(o) "***Statement of Work***" or "***SOW***" as used herein shall mean any statement of work negotiated and signed by both Parties that references this Agreement.

(p) "***Usage Data***" as used herein shall mean technical data generated from Licensee's use of the Software Services.

(q) "***Users***" as used herein shall mean the individual users authorized by Licensee to use the Software Service under Licensee's License.

(r) "***Version***" as used herein shall mean a version of the Software which contains Enhancements, which PHMC may provide for the Software pursuant to an approved and funded Statement of Work.

2. LICENSE

(a) Software License. Subject to the terms and conditions set forth herein and timely payment of the Software License and Maintenance and Support Fees, PHMC hereby grants to Licensee and its Affiliates, a limited, non-exclusive, non-transferable (except in connection with a permitted assignment of this Agreement), non-sublicensable, worldwide, renewable, annual License to use the Software identified on ***Exhibit A*** during the Term of the Agreement as set forth in Section 9 "License Term" as such Software is made available through the Software Service.

(b) Restrictions.

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(i) Subject to the terms and conditions of this Agreement, Licensee shall have the right to use the Software in the Version set forth on ***Exhibit C*** - "***Licensing and Maintenance Fees***" for Licensee's internal business purposes, provided, however, that Licensee's use does not at any time exceed the number of Permitted Users as set forth on ***Exhibit C,*** nor exceed the definition of "Court" above. Licensee agrees to prevent any persons other than approved employees of Licensee from using or having access to any part of the Software.

(ii) No part of the Software may be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means. Licensee agrees not to access the Software by any means other than through the interfaces that are provided by PHMC. Licensee shall not do any "mirroring" or "framing" of any part of the Software or create Internet links to the Software which include log-in information, usernames, passwords, and/or secure cookies. Licensee shall be responsible for its Users' use of the Software.

(iii) Licensee is responsible for all activities conducted by its Users and for its Users' compliance with this Agreement, including the content of all Licensee Data. Licensee and its Users will comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with the use of the Software, including without limitation those related to privacy, electronic communications and anti-spam legislation. Licensee will not:

(1) introduce into or transmit through the Software Service any virus, worm, trap door, back door, and other harmful or malicious code, files, scripts, agents, or programs;

(2) transmit or store infringing material in the Software Service;

(3) send any electronic communication from the Software Service that is unlawful, harassing, libelous, defamatory or threatening.

(iv) Any changes, additions, and enhancements made to the Software in the form of new or partial programs or documentation as may be provided by PHMC under the Maintenance and Support Services shall remain the property of PHMC.

3. DATA AND OWNERSHIP

(a) Data Ownership. All Licensee Data is the property of Licensee. Licensee understands and permits PHMC to collect Usage Data, e.g., in order to make any necessary system modifications, to provide technical support, to generate descriptive reports, and to manage and maintain a repository of data that can be used to evaluate programs and policies. PHMC agrees to take reasonable efforts to safeguard Licensee Data and Usage Data and to protect the identity of persons entered into the database. PHMC agrees to comply with all state and federal statutes and regulations and contractual conditions with regard to the protection of client confidentiality.

(b) Software Ownership. Licensee acknowledges and agrees that, as between Licensee and PHMC, all right, title and interest in the Software, and any part or derivation thereof, including, without limitation, all rights to patents, copyrights, trademarks, trade names, trade secrets and all other intellectual property rights therein and thereto, and all copies thereof, in whatever form, shall at all times remain solely with PHMC. PHMC may use without restriction any and all ideas, concepts, methods, know-how, or techniques related to the programming and processing of data discovered or developed by PHMC during the performance of Professional Services under any SOW.

(c) Documentation. All Documentation, including specifications developed by PHMC under any SOW, shall be the property of PHMC provided, however, PHMC grants Licensee the limited right to use such Documentation in accordance with this Agreement.

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(d) All Rights Reserved. All rights, including all intellectual property rights, not expressly granted to Licensee under this Agreement are hereby reserved to PHMC. Licensee agrees and acknowledges that the Software is and contains valuable confidential information and intellectual property belonging solely to PHMC, and that Licensee has not purchased or been sold or granted any interest in the Software except for the license rights expressly provided herein.

4. PROFESSIONAL SERVICES

(a) Professional Services Provided by PHMC. Professional Services included in the License Fee for the Software are outlined in ***Exhibit C***.

(b) Professional Services Requested by Licensee. Licensee may from time to time request, in writing and in sufficient detail, additional Professional Services to be performed by PHMC. Professional Services that are not included in the License Fee for the Software may be provided by PHMC at the then-current rates. Professional Services may include installation and demonstration of additional software, implementation services, education and training services and/or customization services, all as more fully described in a negotiated and executed Statement of Work. PHMC will prepare a Statement of Work containing, among other provisions, a description of the Professional Services to be performed and an estimate of the related costs. A Statement of Work shall become binding upon execution of the Statement of Work by Licensee and PHMC. All such Professional Services shall be subject to the terms and conditions of this Agreement.

(c) Prepayments. Prepaid services must be utilized within one (1) year from the date of prepayment.

(d) Time and Materials; Expenses. Unless otherwise set forth on a particular Statement of Work with respect to Professional Services performed on a fixed fee basis, all Services performed hereunder will be billed on a time and materials basis, plus reasonable out of pocket expenses incurred by PHMC to be reimbursed to PHMC as provided under Section 7 hereof.

5. DELIVERY AND ACCEPTANCE

(a) Delivery of Software Services.

(i) Delivery (Standard). PHMC agrees to deliver to Licensee access to the applicable Software through the Software Services following invoice payment.

(ii) Deployment (Enhancement). PHMC agrees to give access to Licensee to a "beta copy" of the Software through the Software Services within the estimated delivery window in the Statement of Work.

(1) The deployment phase includes the steps necessary to implement the PHMC Enhancements with the features/functionality described in Statement of Work, if applicable. Licensee will transition to PHMC's Customer Support at go live, at which time PHMC's Customer Support (not PHMC's Implementation Team) will be the primary contact for the Licensee.

(2) For a period of two (2) weeks after going live, the PHMC Implementation Team will still be available to provide support to answer any questions, address issues, and make sure Licensee is successful using the PHMC Software Service.

(b) Acceptance of Software Services.

(i) Acceptance (Standard). Software made available to Licensee will be tested by Licensee within two (2) weeks of delivery. Upon delivery of the Software to Licensee, Licensee will

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perform acceptance testing of the Software to confirm that programs are error-free and conform to ***Exhibit A***.

(ii) Acceptance (Enhancement). Software Enhancements made available to Licensee will be tested by Licensee against the applicable SOW within two (2) weeks of delivery. Upon access of the Software to Licensee, Licensee will perform acceptance testing of the Software to confirm that programs are error-free and conform to the applicable SOW.

(1) If errors or specification conflicts are found, Licensee will notify PHMC's Client Services Representative ("***CSR***"), listed in Section 18 of this Agreement by e-mail and telephone, and provide a written description, in sufficient detail, in each instance to PHMC of such errors or specification conflicts to enable PHMC to recreate and address such error or specification conflict.

(2) Licensee will create and maintain an "Acceptance Testing" spreadsheet of all issues and their status, which it will share regularly with PHMC.

(3) Upon receipt of a written description of an error or specification conflict, PHMC will evaluate the circumstances of the error or specification conflict and estimate the time to complete correction. The error or conflict will be addressed by PHMC and seek to implement a new Version of the Software correcting the issue within two (2) weeks of notification of error unless PHMC notifies Licensee, in writing, that additional time will be required to address the error or conflict.

(c) Delivery of Implementation and Training Services. Implementation and training services ordered by PHMC as set forth in the applicable ***Exhibit A*** shall be performed in accordance with PHMC's customary practices for the level of services purchased. PHMC does not provide dedicated project management for Licensee during implementation unless separately purchased. Implementation is performed remotely unless otherwise specified.

(d) Licensee Responsibilities. PHMC is not responsible, and will not be liable, for Licensee's configuration decisions or the Software Service's ability to allow Licensee to comply with all laws and regulations in Licensee's unique circumstances, nor for any delays in implementation caused by Licensee, including but not limited to, Licensee delays in providing clean and validated data, if needed, or Licensee delays in making necessary business decisions with respect to the configuration of the Software Service.

6. MAINTENANCE AND SUPPORT SERVICES

(a) Licensee's Role:

(i) Except for the initial delivery and acceptance, for which PHMC agrees to assist Licensee, Licensee will be responsible for accessing the Software on its PCs and networks;

(ii) Licensee will provide the first line of User support (Licensee's helpdesk and training staff), including by identifying Licensee contacts to evaluate questions and problems, before engaging PHMC's Maintenance and Support Services;

(iii) The only data Licensee will be able to access is data that is entered into the current Version of the Software. The Software does not provide backward compatibility to data entered into previous Version(s) of the Software;

(iv) Licensee agrees to promptly inform PHMC in writing of any programming error in the Software that requires correction, together with such supporting file/record dumps and

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output reports/copies of screen displays as may be necessary or reasonably requested by PHMC to examine and trace the programming error;

(v) Licensee agrees to identify a primary contact representing its organization. This individual is the person who will contact PHMC's CSR. All communication will occur between PHMC's CSR and this individual. This individual should be intimately familiar with the Software, as well as the original specifications. Licensee will identify a secondary, backup contact in case the primary contact is unavailable.

(vi) Licensee agrees to contact PHMC's CSR via e-mail to initiate Maintenance and Support Services describing the identified problem in extensive detail as outlined in Section 6(b)(ii)**.** PHMC staff will then respond to Licensee's identified representative via telephone or e-mail following the escalation procedures detailed within ***Exhibit A.***

(vii) Accompanying receipt of an e-mail for service work from Licensee's identified representative to PHMC's CSR signed by an authorized representative of Licensee, PHMC will review the SOW containing a description of the Professional Services to be performed. An SOW shall become binding upon execution of the SOW by authorized representatives of Licensee and PHMC and will be forwarded to the Licensee-identified representative via e-mail.

(viii) On request, Licensee agrees to promptly provide PHMC with sufficient support and test time on Licensee's computer system to duplicate the error, confirm that the error is with the Software, and to confirm that the error has been fixed.

(ix) Licensee shall bear the cost of error identification and correction, if any, at the then-current rates, plus any out-of-pocket expenses, if after investigation by PHMC, PHMC determines that such error occurred as a result of Licensee's configuration or equipment.

(b) PHMC's Role: Maintenance and Support. During the Term of this Agreement and provided Licensee's Maintenance and Support Fee (if applicable) has been timely paid, PHMC shall:

(i) Supply Licensee with any improvements or modifications to the Software that PHMC does not charge for as options or as separate products.

(ii) Provide off-site communications, such as telephone, facsimile and e-mail support, between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday (excluding PHMC holidays), Eastern Time, to the extent technically feasible in order to provide support to cause the Software to perform substantially in accordance with applicable Documentation. For purposes of providing the Maintenance and Support Services, PHMC agrees to implement the procedures attached hereto within ***Exhibit A*** and incorporated herein by reference. If Licensee specifically requests PHMC to visit Licensee's site in connection with the correction of one or more errors not covered by PHMC's Maintenance and Support Services, Licensee shall reimburse PHMC for all out of pocket expenses incurred in connection therewith as described in ***Exhibit C***.

(iii) The Software is certified by PHMC to run with current Versions of Google Chrome (preferred), Microsoft Edge, or Mozilla Firefox. In the event changes occur to Google Chrome, Microsoft Edge, or Mozilla Firefox subsequent to Licensee's acceptance of the Software, other than as a result of a Bug or Error in the Software, PHMC will seek to fix the Software so that it becomes fully compatible with the then-current Versions of Google Chrome, Microsoft Edge, or Mozilla Firefox at PHMC's then current hourly rates. Updates do not include platform extensions to different hardware platforms or different operating system platforms.

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(iv) Maintenance and Support Services will be provided for the then-current Version of the Software as specified by PHMC.

(c) PHMC's Role: Professional Services.

(i) PHMC will provide one complete set of end-user Documentation, available for download within the Software. Additional end-user Documentation may be requested from PHMC's Client Service Representative.

(ii) PHMC will provide remote training sessions, pursuant to ***Exhibit C,*** at a time that is mutually agreeable to both Parties, at PHMC's then-current rates.

(iii) Upon acceptance of a Statement of Work, PHMC and Licensee recognize that PHMC agrees to use reasonable efforts to develop and implement solutions to stated Professional Services, should the need arise.

(d) PHMC's Role: Functionality Enhancements to Software.

(i) Upon acceptance of a Statement of Work, Licensee recognizes that its Version of the Software is not the "standard" Version of the Software offered for use on a subscription basis. Software changes made in the delivered product at Licensee's request will disqualify it from any updates PHMC may make available to licensees of its standard Software.

(ii) Where Enhancements, Versions or revisions affect program modules shared in common with other licensees of the Software, Licensee may request in writing to receive the updates at the cost necessary to make the Enhancements, Versions or revisions compatible with the Software.

7. HIPAA AND DATA PRIVACY/PROTECTION COMPLIANCE

(a) Because the work that the Parties are engaged in, as part of this Agreement, may involve access to: (1) Protected Health Information, as defined by the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Patient Protection and Affordable Care Act (ACA); and (2) personal information, governed by state data privacy and data protection laws, the Parties hereby agree to sign a Business Associate Agreement (***Exhibit B*** attached hereto) and a Data Processing Agreement (DPA) (***Exhibit D*** attached hereto), both of which are incorporated by reference herein.

(b) Order of Precedence. Any inconsistency or conflict in the provisions of this Hosted Software Service Agreement, the BAA and the DPA, shall be resolved to the extent of such inconsistency or conflict by giving precedence in the following order: the BAA (solely in respect of the processing of any Protected Health Information (as defined by HIPAA), the DPA (solely in respect of the processing of any Personal Information (as defined in the Data Processing Agreement entered into between the Parties)), this Hosted Software Service Agreement.

8. PAYMENTS

(a) License Fee. Upon execution of this Agreement, Licensee shall pay PHMC the License fee for the Software identified on ***Exhibit A*** and outlined in ***Exhibit C*** (the "***License Fee***"). If Licensee and PHMC amend this Agreement to include additional Software, Licensee shall pay PHMC such additional License fees as may be agreed to by the Parties at such time. The License Fee, pursuant to the Services outlined in ***Exhibit C***, is $1,275 for the "up to 5 User" License, assuming up to five (5) active Users per year, per Court (if applicable), paid up front, or $3,060 for the "up to 25 User" License, assuming up to twenty-five (25) active Users per year, per Court (if applicable), paid up front. This License Fee does not provide for any additional Services unless specifically outlined in ***Exhibit A***.

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(b) Maintenance and Support Fees. Upon execution of this Agreement, Licensee shall pay, in advance, the Maintenance and Support Fee for the Software selected. Additionally, Licensee agrees to pay PHMC, at the rates specified in ***Exhibit C***, for time spent and expenses incurred if analysis and maintenance of a problem indicates it was not the result of a nonconformance in the Software with the Documentation provided to Licensee therewith or if:

(i) The Software has been modified, changed or altered by anyone other than PHMC unless authorized by PHMC in writing;

(ii) The computer hardware used in the operation of the Software is not in good operating order or is not installed in a suitable operating environment;

(iii) The failure to perform substantially in accordance with the standard Documentation is caused by Licensee or its agents, servants, employees or contractors (including, without limitation, by Licensee's failure to follow all instructions contained in such standard Documentation); or

(iv) Licensee fails to notify PHMC promptly, in writing, of such failure after it is discovered. These charges will be invoiced at PHMC's then-current rates plus reasonable out of pocket expenses. PHMC shall have no duty to provide error identification or correction if all sums then due to PHMC under this Agreement have not been paid or Licensee is otherwise in material breach of its obligations under this Agreement.

(c) Taxes. Licensee shall be responsible for all use, sales, excise, transfer, ad valorem and other taxes, tariffs and duties (except for taxes on PHMC income), or any other tax or fee in lieu thereof imposed by any government or governmental agency or authority, associated with the License or use of the Software, or associated with any services provided by PHMC hereunder.

(d) Expenses. Licensee agrees to reimburse PHMC for any reasonable or requested out-of-pocket expenses incurred by PHMC in connection with the performance of any Services under this Agreement or any SOW, including without limitation, travel to and from Licensee's site, lodging, meals, telephone, shipping and any other expenses incurred at the specific request of Licensee or with Licensee's consent.

(e) Form and Time of Payment. All payments due from Licensee to PHMC shall be payable in United States currency. Unless otherwise specified in this Agreement all amounts shall be paid by Licensee to PHMC within thirty (30) days of receipt of an invoice from PHMC. Any sums not paid when due may accrue interest at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law. Licensee will also be responsible for all costs of collection including reasonable attorneys' fees and expenses. Payments will be applied first to accrued and unpaid interest and second to any remaining amounts will be applied to the outstanding fees, expenses and the costs.

9. LICENSE TERM

(a) The initial term of this Agreement shall be for a period of one (1) year commencing on the date of purchase via a third-party vendor or receipt of Licensee's payment via check or credit card (regardless of whether Licensee's Users log into or use the Services) ("***Start Date***"), and will end one (1) year after the Start Date ("***End Date***") (such term, the "***Initial Term***"). Service is on a "per day" basis. A day ends at 11:59:59 pm US Eastern Standard time and begins the next billing day at 12:00:00 am U.S. Eastern Standard time. Unless not renewed or terminated as provided below, the Agreement will automatically renew for subsequent terms of one (1) year (each such extension or renewal, a "***Renewal Term***"). The Initial Term and all applicable Renewal Terms shall be the "***Term***."

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(b) Licensee may, at least thirty (30) days before the end of the then-current Term, inform PHMC that Licensee does not intend to renew, or wishes to cancel the Agreement.

(c) PHMC may modify the prices or fees for Services for each Renewal Term upon thirty (30) days' notice to Licensee; *provided, however,* if Licensee does not agree to accept the new pricing, Licensee may terminate the affected Agreement without penalty within thirty (30) days of the date of such notice. Any continued use of the Software thirty (30) days after such notice date shall be deemed acceptance of the new pricing.

(d) PHMC accepts no responsibility for late cancellations or cancellation requests not received due to printer or fax failure, download failure due to (and not limited to) disconnection from the Internet, power failure, heavy Internet traffic, instructions not received due to an incorrect customer information, illness, a cancellation request sent to a wrong email address or a company other than PHMC, computer failure, or hardware error. It is Licensee's responsibility to ensure that cancellation requests are received timely by PHMC.

10. TERMINATION

(a) Licensee shall have the right to terminate this Agreement as follows:

(i) Subject to a formal notice of termination by the Licensee **within ninety (90) days following the Start Date**, Licensee may receive a prorated refund based on the date of cancellation of any subscription fees already paid by Licensee, less a cancellation-processing fee of one-hundred dollars (U.S. $100). Any notice of termination received after ninety (90) days shall NOT be eligible for refund.

(ii) Licensee may terminate the Agreement without penalty within thirty (30) days following the date of a notice of revised pricing for the next Renewal Term if Licensee does not agree to accept the new pricing.

(b) PHMC shall have the right to terminate this Agreement in its entirety if Licensee fails to pay any License Fee or any other fees or sums that it is required to pay under this Agreement or any SOW (a "***Payment Default***") and such failure is not corrected within fifteen (15) business days after PHMC gives written notice of such nonpayment to Licensee.

(c) Other than for a Payment Default, either Party may immediately terminate this Agreement and any applicable SOWs hereunder in the event the other Party commits a material breach of any provision of this Agreement that is not cured within thirty (30) days of written notice from the non-breaching Party. Such notice by the complaining Party shall expressly state all of the reasons for the claimed material breach in sufficient detail so as to provide the alleged breaching Party a meaningful opportunity to cure such alleged breach and shall be sent to the General Counsel of the alleged breaching Party at the address listed in the heading of this Agreement (or such other address that may be provided pursuant to this Agreement) ("***Notice***").

(d) Upon termination or expiration of this Agreement for any reason, Licensee shall have no rights to continue use of the Software. If this Agreement is terminated for any reason other than a termination as a result of PHMC's material breach of the Agreement, then PHMC shall be entitled to all of the fees due under this Agreement for the entire Term. If this Agreement is terminated as a result of PHMC's material breach of this Agreement, then Licensee shall be entitled to a refund of the pro rata portion of any prepaid fees for the remaining terminated portion of the Term.

(e) If the Software is alleged to infringe or violate any third party's proprietary rights and Licensee's use thereof is or may reasonably be expected to be enjoined, PHMC shall, at its option, either secure for Licensee the right to continue to use such Software, or replace and modify such Software to make it non-infringing. If either option is not commercially reasonable, PHMC reserves the right

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to terminate the License and refund a pro rata share of the License Fee and Maintenance and Support Services fees.

(f) In no event shall any termination of this Agreement excuse either Party from any breach or violation of this Agreement and full legal and equitable remedies shall remain available therefor, nor shall it excuse Licensee from making any payment due under this Agreement with respect to any period prior to the date of termination.

(g) Subscription Termination. A subscription to any Service(s) may be terminated at any time, and without cause (as outlined above), upon notification by electronic or conventional mail, or by fax, if available.

(i) By sending an email to PHMC at courttools@phmc.org

(1) Subject line "subscription cancellation request"

(2) Body of the email: the reason for cancellation.

(ii) Upon delivery of a cancellation request email, Licensee will receive a confirmation email from PHMC with a tracking number confirming that the cancellation request has been received. Once a cancellation request is processed by PHMC, Licensee will receive, via email, a subscription cancellation confirmation. Should Licensee not follow the correct cancellation instructions, the account will remain active and Licensee will be responsible for all charges incurred up to the time the subscription is deactivated.

11. WARRANTIES AND DISCLAIMERS

(a) PHMC Warranties. PHMC warrants that the Software will function in accordance with the Documentation provided to Licensee therewith. PHMC further warrants that the Professional Services and the Maintenance and Support Services provided hereunder will be performed in accordance with the standard of care generally applicable in the industry. PHMC warrants that the Software will be free of viruses, Trojan horses, worms, spyware, or other such malicious code ("***Malicious Code***") as delivered by PHMC to Licensee. Any Malicious Code contained in Licensee-uploaded attachments or otherwise originating from Licensee or its Users is not covered by any PHMC warranty. Any Services required from PHMC to remediate issues caused by Licensee Data will be billed at current PHMC rates documented in ***Exhibit C***. PHMC warrants that is has the right to license the Software on the terms and conditions of this Agreement, and that it knows of no claim by any third party that the use of the Software infringes the United States copyright, or the United States patent, of any third party. If any legal action is threatened or taken against the Licensee in respect of Licensee's use of the Software, then Licensee shall immediately inform PHMC and permit PHMC to defend such action. PHMC may, at its expense, change, modify, or delete all, or any part of, the Software in order to avoid any such infringement, or alleged infringement, of copyright, patent, or misappropriation, but in doing so, PHMC shall use reasonable efforts to avoid materially reducing the functionality or performance of the Software or terminate the Agreement and refund a pro rata share of the License Fees and Maintenance and Support Services fees paid.

(b) Licensee Warranties. Licensee represents, warrants and covenants that: (i) all of Licensee's activities relating to this Agreement, including but not limited to Licensee's use of the Software, will not violate any applicable law, rule or regulation, and Licensee will obtain all consents, permits and approvals and will enter into all agreements required to comply with such laws, rules and regulations; (ii) this Agreement constitutes a valid and binding obligation of Licensee, enforceable in accordance with its terms; and (iii) Licensee will not disclose or provide access to the Software to any third party and will not allow any third party to use the Software.

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(c) Disclaimers. LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF AND RELIANCE UPON THE SOFTWARE IS AT LICENSEE'S SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH LICENSEE. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION, WARRANTY OR COVENANT OR ANY KIND. EXCEPT AS SET FORTH ABOVE IN SECTION 11(a), PHMC HEREBY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, COVENANTS AND CONDITIONS WITH RESPECT TO THE SOFTWARE, EXCEPT AS HEREIN PROVIDED, EITHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OR SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF TITLE, OF ACCURACY, OF COMPLETENESS, OF LEGALITY, OF QUIET ENJOYMENT AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. WITHOUT LIMITING THE FOREGOING: (I) PHMC DOES NOT REPRESENT, WARRANT OR COVENANT AGAINST INTERFERENCE WITH LICENSEE'S ENJOYMENT OF THE SOFTWARE, THAT THE FUNCTIONS PROVIDED BY THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OR THAT ANY DATA OR REPORT SUBMITTED TO ANY AGENCY, GOVERNMENTAL OR OTHERWISE USING THE SOFTWARE WILL COMPLY WITH ALL APPLICABLE LAWS, REGULATIONS AND RULES; AND (II) PHMC MAKES NO REPRESENTATION, WARRANTY OR COVENANT AS TO NONINFRINGEMENT AND RESERVES THE RIGHT TO TERMINATE THIS AGREEMENT IMMEDIATELY UPON ANY CLAIM BY A THIRD PARTY OF RIGHTS IN OR TO ANY INTELLECTUAL PROPERTY ASSOCIATED THEREWITH. NO ORAL OR WRITTEN STATEMENT SUPPLIED BY PHMC SHALL CREATE A WARRANTY. PHMC DOES NOT WARRANT THAT EITHER THE FUNCTIONAL SPECIFICATIONS OR THE FUNCTIONS CONTAINED OR TO BE CONTAINED IN THE SOFTWARE SHALL MEET THE LICENSEE'S REQUIREMENTS OR SHALL OPERATE IN THE COMBINATION WHICH LICENSEE SELECTS FOR USE, OR THAT THE OPERATION OR USE OF THE SOFTWARE SHALL BE UNINTERRUPTED OR ERROR FREE. LICENSEE ASSUMES THE RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE LICENSEE'S INTENDED RESULTS, AND FOR THE INSTALLATION, USE AND RESULTS OBTAINED FROM THE SOFTWARE.

(d) PHMC shall have no obligation in respect of any breach of warranty contained in Section 11(a) if Licensee fails to implement Software in accordance with Documentation provided with Software, if fault arises out of hardware-related issues, or there have been any changes, additions or modifications made to the Software by Licensee.

12. LIMITATIONS ON REMEDIES; LIMITATION OF LIABILITY

(a) In the case of a breach of the warranty concerning the Software as set forth in Section 11(a) above, Licensee's sole and exclusive remedy and PHMC's only obligation shall be to cause the Software to operate substantially in accordance with the applicable functional specifications as stated in the standard Documentation. In the case of a breach of the warranty concerning the Services as set forth in Section 11(a) above, Licensee's sole and exclusive remedy and PHMC's only obligation is to re-perform the Services. In the case of an alleged breach of the Software warranty, Licensee must give PHMC written notice during the applicable warranty period. In the case of an alleged breach of the Services warranty, Licensee must give PHMC written notice within thirty (30) days after performance of the Services or receipt of the deliverable resulting from the Services, whichever is later.

(b) NEITHER PHMC NOR ANY DISTRIBUTOR, LICENSEE OR AGENT THROUGH WHOM LICENSEE OBTAINED THE SOFTWARE SHALL BE LIABLE FOR ANY LOST PROFITS OR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER SUFFERED OR INCURRED BY LICENSEE AS A CONSEQUENCE OF THE USE OR PERFORMANCE OF THE

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SOFTWARE, THE DOCUMENTATION, THE UNDERLYING ALGORITHM OR OTHERWISE, EVEN IF PHMC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT ANY LIMITATION ON REMEDIES IS DEEMED TO HAVE FAILED IN ITS ESSENTIAL PURPOSE. IN ANY EVENT, UNDER NO CIRCUMSTANCES SHALL PHMC BE LIABLE FOR ANY LOSS, COST, EXPENSE OR DAMAGE TO LICENSEE IN AN AMOUNT EXCEEDING THE CURRENT ANNUAL LICENSE FEE PAID BY LICENSEE TO PHMC UNDER THIS AGREEMENT, WHETHER ARISING AS A RESULT OF: (I) ANY BREACH OF THIS AGREEMENT BY PHMC; (II) ANY ACT OR FAILURE TO ACT BY PHMC; (III) PHMC'S NEGLIGENCE OR GROSS NEGLIGENCE; (IV) ANY CLAIM MADE AGAINST LICENSEE BY ANY OTHER PARTY EVEN IF PHMC HAS BEEN ADVISED OF THE CLAIM OR POTENTIAL CLAIM. LICENSEE AGREES THAT IT SHALL NOT ASSERT ANY CLAIM(S) AGAINST PHMC BASED ON ANY THEORY OF STRICT LIABILITY.

(c) LICENSEE ACKNOWLEDGES THAT THE SOFTWARE IS NOT INTENDED FOR USE BY COMPUTER USERS IN GENERAL BUT IS INTENDED FOR USE ONLY BY BUSINESS PROFESSIONALS AND SHALL NOT IN ANY FORM OR MANNER SUBSTITUTE FOR THE EXERCISE OF THEIR PROFESSIONAL OR BUSINESS JUDGMENT. LICENSEE AGREES TO BEAR FULL AND EXCLUSIVE RESPONSIBILITY AND LIABILITY FOR THE ACCURACY AND APPROPRIATENESS OF THE INPUT AND THE USE OF THE OUTPUT OF THE SOFTWARE BY LICENSEE, LICENSEE'S PERSONNEL, AGENTS, CLIENTS AND CUSTOMERS.

(d) NO ACTION RELATING TO THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE (1) YEAR AFTER THE PARTY CONCERNED KNOWS OR, IN THE EXERCISE OF CARE REASONABLE UNDER THE CIRCUMSTANCES, SHOULD HAVE BECOME AWARE OF THE FACTS CONSTITUTING THE CAUSE OF ACTION.

(e) NOTWITHSTANDING THE FOREGOING, PHMC IN NO EVENT SHALL BE LIABLE FOR ANY CLAIM WHICH IS BASED ON: (A) LICENSEE'S CONTINUED USE OF THE SOFTWARE AFTER IT HAS BECOME AWARE OF THE EXISTENCE OF ANY CLAIM OR POTENTIAL CLAIM OF INFRINGEMENT OR AFTER IT HAS BEEN NOTIFIED OF THE EXISTENCE OF SUCH A CLAIM AND HAS BEEN REQUESTED TO CEASE ALL USE OF THE SOFTWARE; (B) THE USE OR COMBINATION OF THE SOFTWARE WITH ANY OTHER SOFTWARE OR HARDWARE NOT SUPPLIED TO LICENSEE BY PHMC; (C) ANY CHANGE, MODIFICATION, ADDITION OR ENHANCEMENT TO OR OF THE SOFTWARE NOT MADE BY OR AT THE DIRECTION OF PHMC; OR (D) LICENSEE'S USE OF ANY VERSION BUT THE LATEST AVAILABLE (OR THE IMMEDIATELY PRIOR) VERSION OF THE SOFTWARE. THE FOREGOING STATES THE ENTIRE LIABILITY OF PHMC AND LICENSEE REGARDING INTELLECTUAL PROPERTY RIGHT CLAIMS BY THIRD PARTIES.

13. INDEMNIFICATION

(a) Licensee, at its expense, shall indemnify, defend and hold harmless PHMC, its Affiliates and its and their respective officers, directors, employees, agents, representatives, and suppliers from any damages, liabilities, losses, injuries, death, costs (including but not limited to reasonable attorneys' fees and court costs), fees or expenses which arise, directly or indirectly, from or are alleged to have arisen, directly or indirectly, from; (i) any act, omission, negligence, unlawful action or willful misconduct by Licensee or of any officer, director, employee, agent, representative or consultant working for Licensee (whether paid or unpaid) in connection with any activity relating to this Agreement, including but not limited to the use of the Software; (ii) any violation or breach by Licensee or any officer, director, employee, agent, representative or consultant of Licensee (whether paid or unpaid) of any term of this Agreement including but not limited to any representation, warranty or covenant, or of any law, regulation or rule governing any activity of Licensee relating to this Agreement; or (iii) any Licensee Data.

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(b) PHMC, at its expense, shall indemnify, defend and hold harmless Licensee against any losses, costs and damages arising from a claim by a third party against Licensee that the Software, or any part thereof, infringes any intellectual property rights of such third party or misappropriates any protected trade secret of such third party. PHMC's obligations under this Section 13 are subject to Licensee providing PHMC with; (i) prompt written notice of the claim, (ii) sole control over the defense or settlement (provided however, that any such settlement shall not result in financial liability on Licensee or require its admission of any fault without its prior written consent), and (iii) reasonable support and cooperation with regard to the defense. In the event that PHMC's right to provide the Services is enjoined or in PHMC's reasonable opinion is likely to be enjoined, PHMC may, at its expense, obtain the right to continue providing the Services, replace or modify the Services so that they become non-infringing but remain functionally equivalent, or if such remedies are not reasonably available, terminate this Agreement and refund to Licensee any amounts applicable to the Services enjoined; provided however, the refund of any amounts or termination of this Agreement shall not relieve PHMC of its indemnification, defense and hold harmless under this Agreement. This provision shall survive termination of this Agreement.

(c) Each Party shall indemnify, defend, and hold harmless the other Party, and each of their directors, officers, employees, shareholders, agents, successors and permitted assigns from and against any and all actual or threatened suits, claims, actions, causes of actions, judgments, damages, liabilities, losses, costs and expenses (including without limitation court costs, litigation expenses and reasonable attorneys' fees) arising out of: (i) violations of applicable law; or (ii) a Security Incident under the BAA or DPA. This shall include, but is not limited to: (a) expenses incurred to provide notice to affected persons and entities whose Protected Health Information or Personal Information may have been affected as a result of a Security Incident and to law-enforcement agencies, regulatory bodies, or other third parties as required to comply with law; (b) expenses incurred to engage an independent third-party forensic investigator, legal counsel, and/or any other third party, to investigate assess or remediate the Security Incident and to comply with all laws and/or relevant industry standards; (c) expenses related to the reasonably anticipated and commercially recognized data breach mitigation efforts including, but not limited to costs associated with the offering of credit monitoring for a period of at least twelve (12) months or such longer time as is required by law or recommended by one or more regulators; (d) fines, penalties, or interest that the indemnified Party pays to any governmental or regulatory authority; and/or (e) any claims by third parties or investigation by law-enforcement agencies or regulatory bodies. Damages for a breach of the BAA and/or DPA and indemnification obligations herein shall not be subject to any limitation of liability provision in this or any other Agreement between the Parties.

14. CONFIDENTIALITY

(a) Licensee will, and will direct its Affiliates and its and their employees, officers, directors, members, managers, and agents to, keep the Software, including related documentation, and all information and materials concerning or related thereto secret and confidential at all times, to protect PHMC's proprietary rights therein, and not to disclose, disseminate or permit to be disclosed or disseminated any such information or materials to any person, except as expressly authorized hereunder to enable Licensee to carry out its obligations pursuant to this Agreement. Licensee will use the same degree of care to avoid disclosure or dissemination of any such confidential information as it employs with respect to its own information which it does not desire to have disclosed or disseminated, which in no event shall be less than a reasonable standard of care.

15. NON-SOLICITATION

(a) Each Party agrees that it will not, for the Term of this Agreement and for a period of one (1) year after any expiration or termination of the Agreement, directly or indirectly, cause, induce or attempt to cause or induce any of the other Party's employees or consultants to leave the employ or engagement of such Party or to accept employment or engagement with the other Party or any other employer, without the prior written consent of the other Party. In the event that either Party breaches or attempts to breach any of the provisions of this Section, the non-breaching Party shall have the

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right, in addition to such other remedies which may be available to it, to injunctive relief enjoining such breach or attempt to breach, it being acknowledged that legal remedies are inadequate.

16. GOVERNING LAW AND JURISDICTION

(a) The laws of the state where Licensee's principal place of business is located shall govern all claims relating to this Agreement, regardless of conflict of laws principles, except that the Federal Arbitration Act governs all provisions relating to arbitration. Each Party irrevocably consents to the exclusive jurisdiction and venue of the state or federal courts in Philadelphia County, Pennsylvania, for all disputes arising out of or relating to this Agreement or the Services that are heard in court (excluding arbitration and small claims court).

(b) The Software is subject to United States export laws and regulations. Licensee must comply with all domestic and international export laws and regulations that apply to the Software.

17. SUCCESSORS AND ASSIGNS

(a) Licensee shall not sublicense, sell, rent, lease, lend, give, assign or transfer the Software, License or any portion thereof, or create any derivative works based thereon, without PHMC's prior written consent, which may be withheld in PHMC's sole discretion. Any such assignment or attempted assignment without such prior written consent shall constitute a breach and automatically terminate this Agreement. In such an event, all fees shall be due to PHMC under this Agreement for the entire Term within thirty (30) days of notification of termination from PHMC.

18. NOTICES

(a) Addresses / Addressees. All notices, statements and other communications required or permitted under this Agreement shall be in writing and shall be sufficiently given only if (1) personally delivered, (2) mailed by registered, certified or first class mail, (3) transmitted by a reputable express courier service or (4) transmitted by email to the email address indicated below with an acknowledgement of receipt by non-automated means, at the following addresses, or at such other addresses as the Party may, by notice, direct.

(i) If notice to PHMC, then to:

Administrative Representative:
Contracts & Strategic Sourcing Dept.
Public Health Management Corporation
Centre Square East
1500 Market Street, LM500
Philadelphia, PA 19102
contracts@phmc.org

Client Services Representative:
Meghan Love
Public Health Management Corporation
Centre Square East
1500 Market Street, LM500
Philadelphia, PA 19102
mlove@phmc.org
215-399-0990

(ii) If notice to Licensee, then to Licensee at the contact information provided when completing purchase registration.

(b) Altering Addresses / Addressees. Any Party may alter the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Section providing for the giving of notice.

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19. MISCELLANEOUS

(a) Non-Discrimination. Both Parties agree that in the performance of this Agreement, there will be no discrimination against any individual or groups on account of any federal, state or local law, regulation or rule, including but not limited to race, color, gender, sexual preference, religious creed, ancestry, disability, age or national origin. Receipt by either Party of evidence of such discrimination shall be cause for termination.

(b) Waivers. Any delay or forbearance by either Party in exercising any right hereunder shall not be deemed a waiver of that right.

(c) Amendments. This Agreement may not be amended, modified, varied or supplemented except by a written amendment signed by duly authorized representatives of both Parties.

(d) Severability. The provisions of this Agreement are independent of and severable from each other. No provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any one or more of the other provisions hereof may be invalid or unenforceable in whole or in part.

(e) Titles. The titles of the Sections and subsections of this Agreement are for convenience or reference only and are not in any way intended to limit or amplify the terms or conditions of this Agreement.

(f) Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one (1) agreement.

(g) Independent Contractors. The relationship of the Parties under this Agreement is that of independent contractors, and neither Party is an employee, agent, partner or joint venture of the other.

(h) Force Majeure. Neither Party shall be deemed to be in breach or default of this Agreement if there is any total or partial failure in the performance by it of its duties and obligations hereunder occasioned by any acts of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining materials, energy or other supplies, priorities, strike, labor disputes of whatever nature beyond such Party's reasonable control ("***Force Majeure***"). Such non-performing Party shall be excused the performance by the other Party and shall not be in breach of this Agreement for a period equal to any such prevention, delay or stoppage. The Party affected by any of the Force Majeure circumstances or conditions contemplated by this Section shall promptly notify the other Party, in writing, of the circumstances in sufficient detail to inform the unaffected Party in accordance with the notice provisions hereof. Any such performance obligations shall continue upon the conclusion of the related Force Majeure event.

(i) Counterparts and Fax Signatures. This Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement. A signature transmitted via facsimile or scanned original will be deemed an enforceable signature for the purpose of demonstrating the signing Party's assent to the Agreement.

(j) Survivability. All of the warranties, representations, covenants and indemnifications of each Party under this Agreement shall survive the expiration or termination of this Agreement as well as any other provision which by its nature is intended to survive the expiration or termination of this Agreement.

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(l) Entire Agreement. This Agreement and the exhibits hereto, together with any SOWs executed by the Parties, shall constitute the full and entire understanding and agreement between the Parties with regard to the subject matter hereof and thereof, and supersede all prior agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The express terms hereof shall control and supersede any course of performance and/or usage of trade inconsistent with any of the terms hereof.

PUBLIC HEALTH MANAGEMENT CORPORATION	**LICENSEE:**
	_____
Signed: Signed by: Michael K. Pearson 3C784066D1FD46C...	Signed:
By: Michael K. Pearson	By:
Title: President & CEO	Title:
Date: June 13, 2025	Date:

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Jun 13 2025 Time: 3:05 pm

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Exhibit A – Software and Services Summary

- Network Services
  Hosting and maintenance of the streamlined RANT® website and the underlying server and networking infrastructure.

  Availability of a "help desk" by phone or email messages to answer substantive questions about the intent of the RANT website.

- Additional Requirements
  Any additional work, such as re-programming or generation of new reports or data analyses, will be billed separately at PHMC's customary hourly rate outlined in ***EXHIBIT C***. In addition, if web conference or on-site training(s) is/are requested, additional costs will be charged for time and travel-related expenses of PHMC staff. PHMC will submit a monthly invoice and work breakdown detailing the number of hours worked and services rendered.

- Maintenance and Support Escalation Procedures
  PHMC shall reasonably determine the Severity Level of errors and will make commercially reasonable efforts to provide a resolution designed to solve or temporarily by-pass a reported error, pursuant to the below protocols. If such error has been corrected in a maintenance release, Licensee must install and implement the applicable maintenance release; otherwise the update may be provided in the form of a temporary fix, procedure or routine, to be used until a maintenance release containing the permanent update is available. In all cases, resolution of issues by PHMC will require the Licensee to assist in the descriptive documentation and/or reproduction of the error, identify a Licensee contact person with whom PHMC can maintain contact to arrange for analysis, testing, systems, and other resources and other tasks in support of resolution of the Licensee's error and to whom status reports and requests for resources can be addressed.

  - **Priority Level HIGH:** PHMC promptly initiates the following procedures: (1) assigns Client Support representative to correct the error on an expedited basis; (2) provides ongoing communication on the status of an update; and (3) begins to provide a temporary workaround or fix. Priority Level HIGH error means the (i) system is severely impacted or completely shut down, or (ii) system operations or mission-critical applications are down.

  - **Priority Level MEDIUM:** PHMC assigns a Client Support representative to begin an update, and provides additional, escalated procedures as reasonably determined necessary by PHMC Client Support staff. PHMC exercises commercially reasonable efforts to provide a workaround or include a fix for the Severity Level 2 errors in the next maintenance release. A Severity Level 2 error means (i) the system is functioning with limited capabilities, or (ii) is unstable with periodic interruptions, or (iii) mission critical applications, while not being affected, have experienced significant system interruptions.

  - **Priority Level LOW:** PHMC may include an update in the next maintenance release. A Severity Level 3 error means there (i) are errors in fully operational production systems, (ii) is a need to clarify procedures or information in documentation, or (iii) is a request for a product enhancement.

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Priority Level	Targeted First Response	Targeted Resolution Time and Type	Targeted Status Report	Management Notification	Management Contacts
HIGH	Within 1 business hours	Continuous effort until resolved	By Licensee agreement	Within 1 business day	Director of Client Services or the equivalent
MEDIUM	4 business Hours	Workaround or include fix in next maintenance release	Every other working day	Within 2 business days	Director of Client Services or the equivalent
LOW	8 business Hours	Update may be included in next maintenance release. Clarification is given.	N/A	N/A	Director of Client Services or the equivalent

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Exhibit B – Business Associate Agreement

This Agreement is entered into between Licensee**,** a "***Covered Entity***" as that term is defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 45, C.F.R. Part 160 and Part 164, Subparts A and E, the Standards for Privacy of Individually Identifiable Health Information (the "***Privacy Rule***"), and **Public Health Management Corporation (PHMC)**, a "***Business Associate***," as that term is also defined by HIPAA, including the requirements for Business Associates set forth as 45 C.F.R. § 164.504(e).

Whereas, Covered Entity and Business Associate desire to enter into a contract under which Business Associate will be providing Software Services on behalf of the Covered Entity.

Whereas, in connection with the provision of such services by Business Associate, the Covered Entity may disclose to Business Associate certain Protected Health Information (as defined below).

Whereas, Business Associate and the Covered Entity desire to enter into a Business Associate Agreement for the purpose of addressing the Privacy Rule, the Security Rule, and the Electronic Transaction Rule, (as those terms are defined below), and for addressing the privacy and security provisions set forth in the Health Information Technology for Economic and Clinical Health Act (the "***HITECH Act***"), contained in Title XIII, Subtitle D, of the American Recovery and Reinvestment Act of 2009.

Therefore, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Business Associate and the Covered Entity agree as follows:

1. DEFINITIONS

(a) "***Agreement***" shall mean this document, including all exhibits, attachments, and properly executed amendments and addendums.

(b) "***Breach***" shall have the same meaning as the term "breach" in 45 C.F.R. § 164.402.

(c) "***Electronic Health Record***" shall have the same meaning as the term "electronic protected health information" in § 13400(5) of the American Recovery and Reinvestment Act of 2009.

(d) "***Electronic Protected Health Information***" shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103.

(e) "***Electronic Transaction Rule***" shall mean the final regulations issued by the U.S. Department of Health and Human Services concerning standard transactions and code sets under 45 C.F.R. Parts 160 and 162.

(f) "***Individual***" shall mean the person who is the subject of the Protected Health Information or a person who qualifies as the personal representative of the individual in accordance with 45 C.F.R. § 164.502(g).

(g) "***Privacy Rule***" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

(h) "***Protected Health Information***" shall mean any information that: (a) relates to the past, present, or future physical or mental health or condition of an Individual; (b) the provision of health care to an Individual; (c) or the past, present, or future payment for the provision of health care to an Individual; and (d) that identifies the Individual for or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual.

(i) "***Required By Law***" shall have the same meaning as the term "required by law" in 45 C.F.R. § 160.103.

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(j) "***Secretary***" shall mean the Secretary of the Department of Health and Human Services ("***HHS***") and any other officer or employee of HHS to whom authority has been delegated.

(k) "***Security Incident***" shall have the same meaning as the term "security incident" in 45 C.F.R. § 160.103.

(l) "***Security Rule***" shall mean the Security Standards and Implementation Specifications at 45 C.F.R. Parts 160 and 164, Subparts A and C.

(m) "***Transaction***" shall have the same meaning as the term "transaction" in 45 C.F.R. § 160.103.

(n) "***Unsecured Protected Health Information***" shall have the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.

2. SAFEGUARDING PRIVACY AND SECURITY OF PROTECTED HEALTH INFORMATION

(a) Permitted Uses and Disclosures. Business Associate hereby agrees that it shall be prohibited from using or disclosing Protected Health Information provided or made available by the Covered Entity (or another Business Associate of the Covered Entity) for any purpose other than as expressly permitted or required by the Hosted Software Service Agreement or as Required by Law.

(i) **Functions and Activities on Covered Entity's Behalf**. Except as otherwise set forth herein, Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity. Except as otherwise set forth in this Agreement, the Parties hereby agree that Business Associate shall be permitted to use and/or disclose Protected Health Information provided or made available by the Covered Entity (or another business associate of the Covered Entity) only for the purpose of conducting the transactions contemplated for the Business Associate under the underlying Hosted Software Service Agreement and only for purposes within the scope of such underlying Hosted Software Service Agreement.

(ii) **Business Operations**. Business Associate is permitted to use and/or disclose Protected Health Information if necessary for the proper management and administration of Business Associate's responsibilities under the Software License, or to carry out any legal responsibilities of Business Associate, provided that, with respect to any disclosure of Protected Health Information, either:

(1) the disclosure is Required By Law; or

(2) Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed that: (a) the Protected Health Information will be held in confidence and used or further disclosed only as or for the purposes for which Business Associate disclosed the Protected Health Information to the person or as Required by Law; (b) the person will use appropriate safeguards to prevent use or disclosure of the Protected Health Information; and (c) the person notifies Business Associate of any instance of which it is aware in which the confidentiality of the Protected Health Information has been breached.

(iii) **Data Aggregation Services**. Business Associate is permitted to use or disclose Protected Health Information to provide data aggregation services, as that term is defined by 45 C.F.R. § 164.501, relating to health care operations of the Covered Entity.

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(iv) **Minimum Necessary.** Business Associate will, in its performance of the functions, activities, services, and operations specified above, make reasonable efforts to use, to disclose, and to request only the minimum amount of Covered Entity's Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure or request, except that Business Associate will not be obligated to comply with this minimum-necessary limitation if neither Business Associate nor Covered Entity is required to limit its use, disclosure or request to the minimum necessary. Business Associate and Covered Entity acknowledge that the phrase "minimum necessary" shall be interpreted in accordance with the HITECH Act.

(v) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

(b) Information Safeguards.

Business Associate will use appropriate administrative, technical, and physical safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information to prevent a use or disclosure of Protected Health Information other than as permitted by this Agreement.

(c) Subcontractors. Business Associate will require any of its Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate to agree to substantially the same restrictions and requirements as are applicable to Business Associate under this Agreement.

3. INDIVIDUAL RIGHTS

(a) Access. To the extent Business Associate maintains Protected Health Information in a Designated Record Set, Business Associate will make available to Covered Entity or, at Covered Entity's direction, to an Individual (or the Individual's personal representative) for inspection and obtaining copies Covered Entity's Protected Health Information about the Individual that is in Business Associate's custody or control, so that Covered Entity may meet its access obligations under 45 C.F.R. § 164.524.

(b) Amendment. To the extent Business Associate maintains Protected Health Information in a Designated Record Set, Business Associate will, upon receipt of written notice from Covered Entity, promptly amend or permit Covered Entity access to amend any portion of Covered Entity's Protected Health Information, so that Covered Entity may meet its amendment obligations under 45 C.F.R. § 164.526.

(c) Disclosure Accounting. To allow Covered Entity to meet its disclosure accounting obligations under 45 C.F.R. § 164.528:

(i) **Disclosures Subject to Accounting.** Business Associate will document such disclosures of PHI and any information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information by Covered Entity in accordance with 45 C.F.R .§ 164.528..

(ii) **Availability of Disclosure Information.** Business Associate will maintain the information collected in accordance with Section 3(c)(i) for at least 6 years following the date of the accountable disclosure to which the information relates (3 years for disclosures related to an Electronic Health Records, starting with the date specified by HHS). Business Associate

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will make such available to Covered Entity promptly following Covered Entity's request to permit Covered Entity to comply with an Individual's request for disclosure accounting of disclosures of Protected Health Information by Business Associate in accordance with 45 C.F.R. § 164.528.

(d) Restriction Agreements and Confidential Communications. To the extent that such limitations may affect Business Associate's use or disclosure of Protected Health Information, Covered Entity shall notify Business Associate of (i) any limitations in any applicable notice of privacy practices as required under 45 C.F.R. 164.520, as well as any changes to that notice; (ii) any restriction to the use or disclosure of Covered Entity's Protected Health Information that Covered Entity has agreed to pursuant to 45 C.F.R. § 164.522(a), or (ii) any request for confidential communications about Covered Entity's Protected Health Information that Covered Entity has agree to pursuant to 45 C.F.R. § 164.522(b); and (iii) any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information. Covered Entity will promptly notify Business Associate in writing of the termination of any such restriction agreement or confidential communication requirement and, with respect to termination of any such restriction agreement, instruct Business Associate whether any of Covered Entity's Protected Health Information will remain subject to the terms of the restriction agreement.

4. BREACHES

(a) Privacy or Security Breach. Business Associate will report to Covered Entity any use or disclosure of Covered Entity's Protected Health Information not permitted by this Agreement along with any Breach of Covered Entity's Unsecured Protected Health Information. Business Associate will treat the Breach as being discovered in accordance with 45 CFR §164.410. Business Associate will make the report to the Covered Entity of any Breach of Covered Entity's Unsecured Protected Health information without unreasonable delay after such Breach is discovered and in no instance more than the timeframe set forth in in 45 CFR §164.410(b).. If a delay is requested by a law-enforcement official in accordance with 45 CFR §164.412, Business Associate may delay notifying Covered Entity for the applicable time period. Business Associate's report will include, to the extent possible the information set forth in 45 CFR §164.410(c).

(b) Security Incidents. Business Associate will report to Covered Entity any Security Incident of which Business Associate becomes aware. Notwithstanding the foregoing, the parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of Unsuccessful Security Incidents for which no additional notice to Covered Entity shall be required. "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use, disclosure, modification or destruction of Covered Entity's Protected Health Information or intentional interference with system operations in an information system that contains Covered Entity's Protected Health Information..

5. TERM AND TERMINATION

(a) Term. This Agreement shall be effective on the date that Business Associate's Software License commences with the Covered Entity and shall terminate when all Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section.

(b) Right to Terminate for Cause. Either party, upon knowledge of a material breach by the other party, shall either (i) provide an opportunity for the breaching party to cure the breach or end the violation

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and, if the breaching party does not cure the breach or end the violation within the cure period specified in the Agreement or if none is specified, then within thirty (30) days, terminate this Agreement; (ii) immediately terminate this Agreement if cure is not possible; or (iii) if neither termination nor cure are possible, report the violation to the Secretary.

(c) Return or Destruction of Covered Entity's Protected Health Information as Feasible. Upon termination or other conclusion of the Hosted Software Service Agreement, Business Associate agrees to return or destroy all Protected Health Information received from the Covered Entity, or created or received by Business Associate on behalf of the Covered Entity, and not to retain any copies of the Protected Health Information

(d) Continuing Privacy and Security Obligation. If return or destruction of the Protected Health Information is not feasible, Business Associate agrees to extend the protections of this Business Associate Agreement to such Protected Health Information and to limit any further use or disclosure of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL PROVISIONS

(a) Access to Books and Records. Business Associate hereby agrees to make its internal practices, books and records relating to the use, disclosure, and safeguards for Protected Health Information received from, or created or received by Business Associate on behalf of the Covered Entity, available to the Secretary or the Secretary's designee for purposes of determining compliance with the Privacy Rule and/or the Security Rule.

(b) Mitigation Procedures. Business Associate agrees to have procedures in place for mitigating, to the extent practicable, any deleterious effect from the use or disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of the Covered Entity, in a manner contrary to this Business Associate Agreement or the Privacy Rule.

(c) Amendment to Business Associate Agreement. Upon the compliance date of any final regulation or amendment to final regulation promulgated by HHS that affects Business Associate or Covered Entity's obligations under this Agreement, this Agreement will be automatically amended such that the obligations imposed on Business Associate or Covered Entity remain in compliance with the final regulation or amendment to final regulation.

This Agreement is conditioned on your agreement to all of the terms and conditions contained herein. The Agreement will become effective upon execution of Agreement by both Parties and receipt by PHMC of the initial annual License Fee payment, whereupon all of the terms and provisions of this Agreement shall become binding upon Licensee and PHMC.

PUBLIC HEALTH MANAGEMENT CORPORATION		**LICENSEE**	
Signed:	Signed by: Michael K. Pearson 3C784066D1FD46C...	Signed:	
By:	Michael K. Pearson	By:	
Title:	President & CEO	Title:	
Date:	June 13, 2025	Date:	

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Exhibit C
Licensing and Development Fees - Streamlined RANT®

LICENSING			
Product Name	**No. of Servers**	**Permitted Users**	**Fees**
Streamlined RANT	1	Up to 5 Users	$1,275 per year, per Court (if applicable)
		Up to 25 Users	$3,060 per year, per Court (if applicable)
Streamlined DUI-RANT	1	Up to 5 Users	$1,275 per year, per Court (if applicable)
		Up to 25 Users	$3,060 per year, per Court (if applicable)
MAINTENANCE & SUPPORT			
Service Name	**Service Details**		**Fees**
Networking Subscription	RANT/DUI-RANT Access provided for all Users		$350 per year, Court
Data Export Subscription	Monthly Data Export Reporting		$450 per year, per Court
Initial Training	1 Session – Remote Training		$800
Combined RANT/DUI-RANT Training	1 Session – Remote Training		$1,000
Additional Training Sessions	Per Session – Remote Training		Role Rates Apply
Remote Support (Phone/Email)	Mon - Fri 8:30am – 5:00pm ET		Included in Annual Fee
Remote Support (Phone/Email)	All Other Times		Role Rates Apply
On-Site Support	Requires Separate SOW		Included in the SOW

PROFESSIONAL SERVICE RATES	
Any additional services shall require the acceptance and authorization of a formal Statement of Work (SOW) by Licensee in advance of the commencement of any labor. Should additional services be required, those services will also be billed at the following hourly rates:	
ROLE	**RATE**
Application Lead	$125 /hr.
Integration Lead/DBA	$125 /hr.
IT Project Manager	$110 /hr.
Billing Team Lead	$104 /hr.
Network Admin	$105 /hr.

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EXHIBIT D - DATA PROCESSING AGREEMENT

This Data Processing Agreement ("DPA") supplements and is made a part of any agreement (each, an "Agreement") between the Parties that may relate to the processing and protection of personal information originating from the United States or relating to individuals residing in the United States. It is entered into as of the date of the last signature below ("Effective Date") between **Public Health Management Corporation ("PHMC")** and the party identified on the signature page below as "**Licensee".**

This DPA shall serve as the controlling agreement between the Parties relating to the processing of personal information originating from the United States or relating to individuals residing in the United States. To the extent there is a conflict between this DPA and any other agreement, including any Agreement, relating to the processing of personal information, data privacy, and data security, this DPA shall control. Except as modified below, the terms of the Agreement shall remain in full force and effect.

The Parties agree as follows:

1. DEFINITIONS

To the extent not otherwise defined in an Agreement, terms defined in this DPA shall bear the below meanings and cognate terms shall be construed accordingly.

1.1. "**Applicable Regulation**" means all regulations, statutes, regulatory guidelines, and judicial or administrative holdings, interpretations and applicable industry standards in force on data protection and data privacy relating to that Personal Information, e.g., federal laws, state laws applicable to the Parties and/or that become effective during the term of the Agreement.

1.2. "**Consumer**" or "**Person**" means a natural person.

1.3. "**Business**" means a legal entity that is organized or operated for the profit or financial benefit of its shareholders or other owners that collects Personal Information, or on behalf of whom such information is collected and that alone, or jointly with others, determines the purposes and means of the processing of Personal Information.

1.4. "**Business Purpose**" means the use of Personal Information for the Business' or service provider's operational purposes, or other notified purposes, provided that the use of Personal Information is reasonably necessary and proportionate to achieve the operational purpose for which Personal Information was collected or processed or for another operational purpose that is compatible with the context in which Personal Information was collected.

1.5. "**Collects**," "**collected**," or "**collection**" means buying, renting, gathering, obtaining, receiving, or accessing any Personal Information pertaining to an individual by any means.

1.6. "**Commercial Purpose**" means to advance a commercial or economic interests, such as by inducing another person to buy, rent, lease, join, subscribe to, provide, or exchange products, goods, property, information, or services, or enabling or effecting, directly or indirectly, a commercial transaction.

1.7. "**Controller**" means an individual or other person that, alone or jointly with others, determines the purpose and means of Processing Personal Data.

1.8. "**Personal Data**" or "**Personal Information**" are used interchangeably and means, in addition to any definition under Applicable Regulation, any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular Persons or household, such as a real name, alias, postal address, unique personal identifier, online identifier Internet Protocol address, email address, account name, social security number, driver's license number, passport number, or other similar identifier. For purposes of this DPA, Personal Information is limited to Personal Information Processed by the Parties pursuant to the Agreement between the Parties.

1.9. **"Process," "Processing,**" and **"Processes"** refer to any operation or set of operations that are performed on Personal Information or on sets of Personal Information, whether or not by automated means, such as

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collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction

1.10. **"Processor"** means a person that Processes Personal Data on behalf of a Controller.

1.11. "**Security Incident**" means any actual or suspected unauthorized access or acquisition of Personal Information. Security Incident includes, but is not limited to, the access, disclosure, acquisition, use, loss or transmission of any Personal Information, whether intentional or unintentional.

1.12. "**Sell**" means selling, renting, licensing to others, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, a Consumer's Personal Information by the Business to another Business or a third party for monetary or other valuable consideration.

1.13. "**Sensitive Personal Information**" means, in addition to any definition under Applicable Regulation, Personal Information that reveals: (a) an individual's Social Security, driver's license, state identification card, or passport number; (b) an individual's account log-in, financial account, debit card, or credit card number in combination with any required security or access code, password, or credentials allowing access to an account; (c) an individual's geolocation; (d) an individual's racial or ethnic origin, religious or philosophical beliefs, or union membership; (e) the contents of a consumer's mail, email, or text messages, unless a Party is the intended recipient of the communication; (f) an individual's genetic or biometric data; (g) Personal Data collected from a known child; or (h) mental or physical health diagnosis, sexuality, or citizenship or immigration status. It also includes the processing of biometric information for purposes of identifying an individual; Personal Information collected and analyzed concerning an individual's health, and Personal Information collected and analyzed concerning an individual's sex life or sexual orientation.

1.14. "**Service Provider**" means a legal entity that is organized or operated for the profit or financial benefit of its shareholders or other owners that Processes information on behalf of a Business and to which the Business discloses a Consumer's Personal Information for a Business Purpose.

1.15. "**Services**" means the services or other activities to be supplied to or carried out pursuant to an Agreement.

1.16. "**Subcontractor**" means a person engaged or appointed to receive or Process Personal Information in connection with an Agreement.

2. AUTHORITY

2.1. Each Party warrants and represents that it has the requisite authority to enter into this DPA on behalf of any of its Affiliates that will Process Personal Information pursuant to the Agreement.

3. DATA PROCESSING

3.1. The Parties shall be aware of, and at all times comply with, any Applicable Regulation in the Processing of Personal Information.

3.2. The Parties shall Process Personal Information only as reasonably necessary and proportionate to achieve the Business Purpose for which the Personal Information is provided pursuant to the Agreement between the Parties. Each Party represents and warrants that it shall not:

3.2.1. retain, use, or disclose Personal Information it Collects or Processes for any purpose other than for performing under the applicable Agreement and in accordance with the terms of this DPA, the Agreement, and the other Party's instructions;

3.2.2. use or Process Personal Information for any Commercial Purposes or direct marketing;

3.2.3. share, Sell or promote the sale of Personal Information;

3.2.4. disclose or transfer Personal Information to unauthorized personnel or parties, or outside the direct business relationship between the Parties;

3.2.5. retain Personal Information for longer than is reasonably necessary for the specific purpose of performing under the terms of the Agreement; and

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3.2.6. combine Personal Information received from a Party with: (a) Personal Information collected from the receiving Party's interaction with the Person; or (b) Personal Information received from another person.

3.3. Each Party shall immediately notify the other Party in writing if it determines or reasonably suspects its inability to comply with its obligations set forth in this DPA. Upon any such notice, the other Party shall immediately cease all use of Personal Information hereunder, but its obligations regarding safeguarding information shall remain in effect, and the other Party is entitled to suspend or terminate the Agreement and this DPA with cause. Each Party further grants the other Party the right to take reasonable and appropriate steps to stop and remediate any unauthorized use of Personal Information.

4. PERSONNEL AND SUBPROCESSORS

4.1. Each Party shall notify the other Party of the use of any sub-processors (including but not limited to Service Providers, agents, contractors or other third parties) and shall ensure that a written contract is executed by any sub-processor that includes at least equivalent obligations to those to which the Parties bound by this DPA. Each Party acknowledges and agrees that they remain obligated and fully liable to the other Party for the acts and omissions of any of its sub-processors.

4.2. Each Party will take reasonable steps to ensure that each of its employees who Process Personal Information are made aware of their obligations under this DPA, and where required by Applicable Regulation, shall require that they enter into binding obligations as appropriate to maintain the levels of security and confidentiality required under this DPA.

4.3. Each Party shall strictly limit access to Personal Information to those individuals who need to know, as necessary for the purpose of providing Services.

4.4. Each Party shall ensure that its employees or other sub-processors with access to Personal Information shall be provided appropriate information security and privacy training to ensure their compliance with the obligations and restrictions under this DPA, Applicable Regulation, and with the Party's Information Security Program.

5. SECURITY

5.1. Each Party represents and warrants that, in connection with the Services provided under the Agreement, that it shall at all times have in place and maintain a written information security program to protect Personal Information, which includes reasonable information security policies, standards and controls (hereinafter, an "Information Security Program"). The Information Security Program shall include administrative, technical, and physical safeguards and other security measures commensurate with the reasonable industry standards for information security, applicable law, and the sensitivity of Personal Information collected, handled, stored, and otherwise Processed, to:

5.1.1. ensure the security, confidentiality, and integrity of Personal Information;

5.1.2. protect against any anticipated threats or hazards to the security, confidentiality, and integrity of Personal Information;

5.1.3. protect against unauthorized access to, destruction, modification, disclosure or use of Personal Information;

5.1.4. ensure that persons authorized to access, view, and/or otherwise Process Personal Information are given such rights based only on a clearly documented need for such access in connection with the Services;

5.1.5. ensure that Personal Information is protected with multifactor authentication tools and by using industry standard encryption, based on reasonable industry standards;

5.1.6. detect and respond to Security Incidents (defined below);

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5.1.7. to the extent relevant to the terms of the Agreement, ensure that:

5.1.7.1. any cookies, code or other such technologies provided by a Party under the terms of the Agreement have been properly created, developed, vetted, secured, maintained and architected such that they do not pose a security risk or threat; and

5.1.7.2. its access to systems and/or networks, including any credentials thereto, shall be properly created, secured, maintained and architected such that it shall not pose a security risk or threat.

5.2. Each Party shall regularly, but in no event less than annually, evaluate, test and monitor the effectiveness of its Information Security Program and shall promptly adjust and/or update such programs as reasonably warranted by the results of such evaluation, testing, and monitoring.

5.3. Each Party shall notify the other Party, immediately and not to exceed forty-eight (48) hours, after becoming aware of the Security Incident by phone (not including a voice or text message) and in writing (but not by unsecured email) specifying the extent to which Personal Information was, or is reasonably believed to have been, subject to a Security Incident (as defined above), and will take all measures required to rectify the Security Incident as soon as possible. In this regard, the Party whose experienced a Security Incident at a minimum will:

5.3.1. investigate the Security Incident, perform a root cause analysis thereon, and report its findings to the other Party on a continuous basis until the investigation is completed;

5.3.2. provide the other Party with a remediation plan to address the Security Incident and regularly keep the other Party informed as and when remedial or containment actions are implemented;

5.3.3. conduct a forensic investigation, using a reputable independent forensics company, to determine how and what systems, data and information have been affected by such event;

5.3.4. provide the other Party with reasonable physical access to the facilities and operations affected, reasonably facilitate the other Party's interviews with personnel and others involved in the matter, and reasonably make available to the other Party all relevant records, logs, files, and data available to it;

5.3.5. cooperate with the other Party and, at the other Party's request, any law enforcement or regulatory officials, credit reporting companies, the other Party's acquirer, processor and merchant bank, and credit card associations investigating such Security Incident;

5.3.6. provide to the other Party the information enabling it to comply with its notification obligations under Applicable Regulation; and

5.3.7. take appropriate actions to prevent a recurrence of any Security Incident.

5.4. To the extent Applicable Regulation requires the affected persons or governmental authorities to be notified of the Security Incident and/or requires credit monitoring and fraud protection services to be provided to affected Persons, the costs and expenses of all such notices and services shall be at the sole cost and expense of the Party experiencing the Security Incident, which is not subject to any limitation of liability provision in the Agreement.

5.5. Without limiting the foregoing and notwithstanding anything herein to the contrary, each Party shall make the final decision on how and whether to notify affected Persons or entities of such Security Incident, as well as customers, employees, Service Providers, governmental authorities, acquirers, and/or the general public. Each Party agrees that it will not inform any third party of any Security Incident without first obtaining the other Party's prior written consent, other than to inform a complainant that the matter has been forwarded to the other Party's legal counsel. Further, the Party who experienced the Security Incident agrees that the other Party shall have the sole right to determine the contents of any such notice of a Security Incident, whether any type of remediation may be offered to affected Persons or entities, and the nature and extent of any such remediation.

5.6. Each Party shall, at all times it remains in possession of Personal Information belonging to the other Party, maintain in force, at its own expense, insurance coverage appropriate to ensure proper performance of its obligations hereunder, including coverage for cyber events and Security Incidents. The other Party shall be

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named as an additional insured party on the relevant policy(ies), which is/are required to be bound primary, non-contributory as it relates to that Party. Within five (5) days after request, the other Party shall provide certificates of insurance evidencing such coverage.

5.7. Each Party warrants and represents that: (i) it has not been the subject of or the direct or indirect cause of any prior Security Incident; (ii) there are no claims threatened or pending, or events or circumstances known that are likely to give rise to claims as a result of any Security Incident or failure to implement and maintain industry standard information security measures; and (iii) there are no regulatory actions threatened or pending, or events or circumstances known that are likely to give rise to a regulatory action as a result of any Security Incident or failure to implement and maintain reasonable industry standard information security measures.

6. CONSUMER RIGHTS AND OTHER REQUESTS

6.1. In the event a Party receives a request from a person to exercise his or her rights under Applicable Regulation, it shall communicate this request immediately to the other Party – not longer than forty-eight (48) hours from receiving the request – without first responding to the request except on the prior written instructions of the other Party, or unless otherwise required by Applicable Regulation.

6.2. Each Party shall provide all reasonable assistance as may be requested by the other Party to meets its obligations under any Applicable Regulation, including but not limited to its obligations to conduct data impact assessments and to respond to individuals' requests to exercise their rights, by: (a) providing the requested Personal Information in a portable and, to the extent technically feasible, readily useable format that allows the individual to transmit the information to another entity without hindrance; (b) disclosing the categories or specific pieces of Personal Information collected, categories of sources from which the Personal Information is collected, categories of Personal Information shared/sold, and/or business purpose for the collection, sharing or sale of Personal Information; (c) accessing or correcting any Personal Information collected; (d) deleting all instances of Personal Information from records and systems; (e) opt-out of the sale or sharing of information Personal Information collected; and/or (f) limiting the use or disclosure of Sensitive Personal Information. Such assistance shall be promptly provided within the deadline set forth by a Party and shall be accompanied by a certificate attesting to compliance with this Section 6.

6.3. Each Party shall not disclose Personal Information to any third parties without prior written consent. In the event that such consent is provided, the Parties shall work together to ensure that such disclosure complies with all Applicable Regulation (if applicable), and shall enter into a written agreement with such third party, which contains obligations that are equivalent to the terms in this DPA. In the event a Party becomes legally compelled (by depositions, interrogatory, subpoena, civil investigative demand, similar process or otherwise) to disclose any Personal Information, the Party shall provide the other Party with prompt prior written notice - within twenty-four (24) hours of becoming aware of such requirement - so that Party may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, or if a Party waives in writing compliance with the terms hereof, the other Party agrees to furnish only that portion of the information which it is advised by opinion of counsel is legally required and to exercise reasonable efforts to obtain confidential treatment of such information.

7. AUDITS AND INFORMATION REQUESTS

7.1. Upon request at any time during the term of the DPA (including, but not limited to before sharing Personal Information), a Party shall promptly provide other Party with information related to its Information Security Program and practices, which may include one or more of the following: (i) responses to an information security-related questionnaire, (ii) copies of relevant audits, reviews, tests, or certifications of systems or processes, including an annual SOC2 report, and (iii) making personnel available for security-related discussions or tests.

7.2. Each Party shall, for no additional compensation, (1) provide to the other Party, at its request, all information requested in Section 7.1 and/or other information required to demonstrate its compliance with the obligations stipulated in this DPA; and (2) reasonably assist the other Party in ensuring compliance with Applicable Regulation, including audits or inquiries from law enforcement or government authorities, taking into account the nature of the Processing and the information available.

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7.3. Each Party shall allow a third party designated to perform audits and inspections at least annually, or, in the event of a Security Incident, at least one additional audit after any such Security Incident, and shall cooperate with the requesting Party or its representative in connection with such audits, pursuant to the provisions of this DPA.

7.4. These audits shall take place during regular business hours, without unreasonably interfering with business operations, and after reasonable prior notice. Within ten (10) business days after the completion of the audit, the audited Party shall provide the requesting Party with a summary of the results and a reasonable plan for remediation of any deficiencies identified, which shall be agreed between the Parties. All costs and expenses associated with the remediation shall be at the audited Party's expense. If the audited Party has not implemented, at its own cost, the recommended measures, with the agreed time period, the requesting Party may suspend the Processing or interrupt/terminate the Agreement or the Services for cause.

7.5. The Parties shall bear their own costs with respect to audits performed pursuant to this Section.

7.6. Each Party shall assist the other Party in the event of an investigation by any governmental entity and/or regulatory authority relating to Personal Information processed under the Agreement.

8. TERMINATION

8.1. Upon termination of the Agreement, the Parties shall promptly return all Personal Information to the other Party on the medium and in the format agreed to by the parties or delete or anonymize all Personal Information, as well as any existing copies. Within ten (10) days of returning or destroying such information, the destroying Party shall provide a certification confirming same.

8.2. In the event Applicable Regulation does not permit a Party to comply with the return or deletion of Personal Information, that Party shall warrant that it will ensure the confidentiality and protection of Personal Information and that it will not Process Personal Information transferred after termination of the relationship.

9. MISCELLANEOUS

9.1. Interpretation of this DPA will be governed by the laws applicable in the jurisdiction agreed to in the Agreement under which the applicable Personal Information is provided.

9.2. The Parties acknowledge and agree that the terms and conditions of this DPA shall survive the termination of the any or all Agreements between the parties and shall remain in full force and effect for the entire time a Party remains in possession or control of Personal Information.

9.3. Each Party agrees that a breach of any of the terms or conditions of this DPA would cause irreparable injury for which there may have no adequate remedy at law. Accordingly, in the event of a breach of any of the terms or conditions of this DPA, in addition to any other remedies available to it, the non-breaching Party will be entitled to an injunction prohibiting any such breach.

9.4. Should any provision of this DPA be or become invalid, the remaining terms will remain valid. In such an event, the parties shall cooperate in the creation of terms that achieve such legally valid result as comes closest commercially to that of the invalid provision.

9.5. Modification of or amendment to this DPA shall not be effective unless in writing signed by an authorized representative of both parties.

9.6. In the event of modifications, amendments or changes to Applicable Regulations, the Parties agree to cooperate in good faith with respect to any necessary modifications or amendments to this DPA, to the extent required. Each Party shall further take reasonable measures to remain compliant with any changes in the Applicable Regulation.

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AS WITNESS the hands of the Parties the day and year first above written:

PUBLIC HEALTH MANAGEMENT CORPORATION	**LICENSEE**
Signed: Signed by: Michael K. Pearson 3C784066D1FD46C...	
By: Michael K. Pearson	
Title: President & CEO	
Date: June 13, 2025	

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:
2025-1312080

Date Filed:
05/20/2025

Date Acknowledged:
05/20/2025

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

Public Health Management Corporation
Philadelphia, PA 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.

2025210
DUI-RANT and RANT assessment software through PHMC

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

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

6 UNSWORN DECLARATION

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

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

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

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1312080

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Public Health Management Corporation
Philadelphia, PA 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.
2025210
DUI-RANT and RANT assessment software through PHMC

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 Daniel Radich, 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 Philadelphia County, State of Pennsylvania, on the 20th day of May (month), 2025 (year).

Daniel M. Radich
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **19.**

Meeting Date: 06/24/2025

Acceptance of Texas Veterans Commission Grant for WilCo Veteran Services Office FY26

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

Department: Veteran Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action authorizing the Williamson County Veterans Service Office to accept a grant from the Texas Veterans Commission (funds for Veterans Assistance) in the amount of $300,000 FY 2026.

Background

The court previously approved the Veteran Services Office to apply for a grant from the Texas Veterans Commission (Funds for Veterans Assistance) in October 2024. The Veteran Services Office is now seeking approval to accept the total amount approved of $300,000 through this grant for emergency financial services. Funds awarded through this grant will be utilized to provide assistance to eligible Williamson County veterans and their dependents with emergency assistance with rent, mortgages, utilities, food-grocery, transportation rides and vehicle repair, and funeral assistance.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	06/12/2025 03:17 PM
Form Started By: Michael Hernandez		Started On: 06/12/2025 12:12 PM
Final Approval Date: 06/12/2025		

Commissioners Court - Regular Session **20.**

Meeting Date: 06/24/2025

Award of RFSQ #24RFSQ76 for Associate Medical Director to Dr. Louis Fornage for Williamson County EMS

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFSQ #24RFSQ76 Associate Medical Director for Williamson County EMS to the highest scoring submittal, Dr. Louis Fornage, M.D., in the maximum amount payable of Eighty Thousand Dollars ($80,000.00) per year and authorize execution of this agreement.

Background

Williamson County sent out Nine Hundred Eighty-five (985) notifications with Eighteen (18) document takers and Three (3) submittals. After submission review and personal interviews, Dr. Louis Fornage, M.D. was found to be the best candidate for the position. The funding source is 01.0100.0540.004100, Origination #833, and the point of contact is John Gonzales.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract Dr. Louis Fornage

24RFSQ76 Evaluation Summary

Letter of Recommendation

Form 1295 Louis Fornage

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/17/2025 01:31 PM
County Judge Exec Asst.	Delia Colon	06/17/2025 02:01 PM
Form Started By: Vickie Johnson		Started On: 06/13/2025 10:14 AM
Final Approval Date: 06/17/2025		

WILLIAMSON COUNTY EMERGENCY MEDICAL SERVICES ASSOCIATE MEDICAL DIRECTOR AGREEMENT

THIS EMERGENCY MEDICAL SERVICES ASSOCIATE MEDICAL DIRECTOR AGREEMENT ("Agreement") is entered into by and between **THE COUNTY OF WILLIAMSON** ("County"), and **DR. LOUIS FORNAGE, MD** ("MD", "Physician").

WITNESSETH:

WHEREAS, MD is a Texas Licensed physician with expertise in the provision of emergency care and the Emergency Medical Services;

WHEREAS, County encompasses the Williamson County EMS Department ("EMS Provider"), that is responsible for providing emergency medical services ("EMS") to citizens of Williamson County;

WHEREAS, MD is duly qualified and licensed to practice medicine in the State of Texas with a special interest and training in emergency medicine;

WHEREAS, County has a need for a physician with special training and expertise in emergency medicine to provide associate off-line and on-line medical direction to EMS Provider and its emergency operations; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

I. PROVISION OF ASSOCIATE EMS MEDICAL DIRECTOR SERVICES BY MD

1.1 Services. MD agrees to serve as Associate Medical Director for EMS Provider (the "Associate EMS Medical Director"). As Associate EMS Medical Director, MD shall work cooperatively with the Medical Director to:

1.1-1 Approve the level of pre-hospital care which may be rendered locally by the personnel employed by and/or volunteering with the EMS Provider under the Medical Director's supervision, regardless of the level of state certification or licensure, before the personnel is permitted to provide such care to the public;

1.1-2 Establish and monitor compliance with field performance guidelines for EMS personnel;

1.1-3 Establish and monitor compliance with training guidelines which meet or exceed the minimum standards set forth in Texas Department of State Health Services ("TDSHS") EMS certification regulations;

1.1-4 Develop, implement, and revise protocols and/or standing delegation orders, if appropriate, governing pre-hospital care and medical aspects of patient triage, transport, transfer, dispatch, extrication, rescue, and radio-telephone-telemetry communication by the EMS Provider;

1.1-5 Direct an effective system audit and quality assurance program;

1.1-6 Make formal recommendations on medically related aspects of operation of the EMS Provider including the inspection, evaluation, and approval of the Provider's performance specifications;

1.1-7 Function as the primary liaison between the EMS Provider's administration and the local medical community, ascertaining and being responsive to the needs of each;

1.1-8 Take or recommend appropriate remedial or corrective measures for EMS Provider's personnel, in conjunction with local EMS Provider's administration, which may include but are not limited to counseling, retraining, testing, probation, and/or field preceptorship;

1.1-9 Suspend a certified EMS Provider's personnel from medical care duties for due cause pending review and evaluation;

1.1-10 Establish the circumstances under which a patient might not be transported;

1.1-11 Establish the circumstances under which a patient may be transported against his or her will in accordance with state law, including approval of appropriate procedures, forms, and a review process;

1.1-12 Establish criteria for selection of a patient's destination;

1.1-13 Develop and implement a comprehensive mechanism for management of patient care incidents, including patient complaints, allegations of substandard care, and deviations from established protocols and patient care standards;

1.1-14 Promptly respond to requests for information by EMS Provider relating to the subject matter items of this section as well as patient care issues;

1.1-15 Provide timely review and consultation with regard to medical records;

1.1-16 Maintain all medical licensure and certifications in good order.

1.1-17 Evaluate and make recommendations on appropriate equipment and supplies available to the EMS Provider.

1.1-18 Assist in the provision and coordination of continuing education programs of EMS Provider.

1.1-19 Establish and regularly evaluate the list of medications, including minimum quantities and dosages, to be carried on EMS Provider vehicles, and the EMS Provider's compliance with laws and regulations impacting its acquisition, storage, and use of those medications.

1.1-20 Review regional mass casualty and disaster plans and provide guidance to the EMS Provider regarding its provision of emergency medical services under those plans.

1.1-21 Provide all necessary attestations and certifications regarding EMS Provider's compliance with licensing and legal requirements, including, to the extent applicable, those requirements that apply to certified First Responder Organizations as set forth in 25 T.A.C. §157.14(c)(1)(E).

MD, agrees that MD will only be assisting in approving care or activities that were provided/performed during the time the MD was Associate Medical Director hereunder.

1.2. EMS Point of Care Services. MD shall in conjunction with the Medical Director provide in-field/point-of-care clinical and consulting services, including, but not limited to, instruction and direction to EMS Provider paramedics. While providing in-field/point-of-care clinical and consulting services, MD shall not, in any way, attempt to influence or direct EMS Provider's or patients' selection of hospitals or other facilities. MD shall provide the services described in this Section 1.2 in a manner which supports EMS Provider's obligation to ensure compliance with patient choice, as well as with all state, local, and federal laws regarding ambulance transport.

1.3 Qualifications. MD shall exhibit and possess the following qualifications as a condition precedent to serving as the EMS Associate Medical Director hereunder:

1.3-1 Maintain an unlimited license to practice medicine in the State of Texas;
1.3-2 Be registered with TDSHS as an EMS Medical Director in the State of Texas;
1.3-3 Be board certified or board eligible in emergency medicine; be board certified or board eligible in EMS medicine and have the ability to successfully complete those board certifications within a period of no more than 24 months from the time this agreement is placed into effect;

1.3-4 Have experience in prehospital emergency care and emergency management of ill and injured patients;

1.3-5 Be familiar with: (i) the design and operation of EMS Systems; and (ii) dispatch communications operations of prehospital emergency units.

1.3-6 Comply with all continuing education requirements applicable to off-line medical directors;

1.3-7 Be and remain a member in good standing of at least one (1) hospital serving patients in Texas;

1.3-8 Be actively involved in/or knowledgeable about:

a. the training and/or continuing education of EMS personnel, under the EMS Medical Director's direct supervision, at their respective levels of certification;

b. dispatch and communications operations of pre-hospital emergency units; and

c. laws and regulations affecting local, regional, and state EMS operations.

1.3-9 Not be medical director for more than 20 EMS providers without obtaining a waiver from TDSHS; and

1.3-10 Not be, and never have been, suspended or terminated/excluded for cause by any governmental agency or from the Medicare, Medicaid or CHIP programs.

1.4 Time Commitment. MD shall devote such time, skill, and attention to performing Services as may be reasonably required. It is anticipated that MD will devote approximately thirty-two (32) hours per month providing Services hereunder. MD shall only be permitted to provide services in excess of twenty (32) hours per month upon written consent from EMS Provider. No later than the fifteenth (15th) day of each month, MD shall submit to EMS Provider documentation of Services provided during the preceding month. Such documentation shall be in the form of a timesheet, provided as the parties may mutually agree upon.

1.5 Notification to TDSHS. MD shall be responsible for disclosing to TDSHS the names of all EMS providers for whom the MD holds the position of off-line medical director in conformance with applicable TDSHS requirements.

II. COMPENSATION AND BILLING

In consideration for services provided by MD, County shall compensate MD an hourly rate of $200.00 per hour worked, and shall not exceed the total amount of $80,000.00 during the initial one (1) term or any annual term thereafter unless otherwise agreed to, in advance, pursuant to a written amendment to this Agreement that is executed by the parties.

MD shall prepare and submit to County monthly invoices with sufficient detail of the services rendered during the preceding month. The format for such monthly invoices must be in a format acceptable to the Williamson County Auditor. Upon submitting the initial invoice, MD shall provide the Williamson 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.

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to MD 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. MD 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 Chapter 2251, V.T.C.A., Texas Government Code; however, the MD's ability to charge a late fee shall not apply in the event MD fails to submit an invoice in accordance with the requirements of this Agreement; or there is a bona fide dispute between County and MD concerning the services performed that causes the payment to be late. The Williamson County Auditor shall document to MD any issues related to a disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall be for one (1) year commencing on the date of the last party's execution below. Thereafter, this Agreement shall automatically renew for additional one (1) year terms unless either party provides the other with notice of its intention not to renew at least ninety (90) days prior to the end of any then-current term.

3.2 Termination. This Agreement may be terminated as follows:

3.2-1 Termination by Agreement. In the event County and MD shall mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.

3.2-2 Immediate Termination for Specific Breaches. County may terminate this Agreement immediately upon written notice to MD in the event:

(i) MD fails to qualify for professional liability insurance coverage as required by this Agreement;

(ii) MD's license to practice medicine in any state is placed on probation, suspended or revoked;

(iii) MD's right to use or prescribe any controlled substance is suspended or revoked;

(iv) MD's membership and/or privileges on the Medical Staff of any hospital are restricted, limited, revoked, or terminated except in those instances when action is taken based on MD's inactivity in an

identified area;

(v) MD is convicted of the commission of a felony or pleads guilty or no contest to the commission of a felony; or

(vi) MD's qualification as a Medicare or Medicaid provider is terminated.

3.2-3 Termination Upon Failure to Cure. If either party materially breaches any term of this Agreement, the non-breaching party shall notify the breaching party in writing specifying the breach and setting forth a cure period of forty-five (45) days ("Cure Period"). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party, at its option, may terminate the Agreement effective immediately without further notice upon the expiration of the Cure Period. Notwithstanding the foregoing, if a breach is cured within the Cure Period but the breaching party commits a further material breach within a six (6) month period following the expiration of the Cure Period, then the non-breaching party may immediately terminate this Agreement without any further cure period being afforded. As used in this Section 3.2-3, MD shall be deemed to have materially breached this Agreement in the event:

(i) MD is incapable of performing services required by this Agreement for a period of thirty (30) consecutive days;

(ii) Certification by MD's specialty board is suspended or terminated;

(iii) MD fails, in a material fashion, to provide the services required by this Agreement; or

(iv) MD's qualification as a Medicare or Medicaid provider is restricted or limited.

3.2-4 Termination for Convenience. The Agreement may be terminated at any time for convenience, at the option of either party, without future or prospective liability for performance, upon give thirty (30) days written notice thereof.

IV CONFIDENTIALITY AND TRADE SECRETS

4.1 Proprietary Information. In the course of providing services hereunder, MD will acquire valuable proprietary data and other confidential information with respect to EMS Provider's activities. The parties agree that such proprietary data and other confidential information include, but are not limited to, the following: EMS Provider's business and financial methods and practices, pricing and marketing techniques, file or database materials, computer programs, lists of EMS Provider's

patients, patient record cards, patient files, and data on EMS Provider's suppliers, as well as similar information relating to EMS Provider's current or future affiliates. In addition, MD, on behalf of EMS Provider, may develop personal acquaintances with patients and prospective patients of EMS Provider. As a consequence, the parties acknowledge that MD will occupy a position of trust and confidence with respect to EMS Provider's affairs and services. In view of this position and the remuneration to be paid to MD for the services of MD, MD acknowledges that it is reasonable and necessary for the protection, goodwill and business of EMS Provider, that County and MD agree to those terms contained in this Article IV regarding the conduct of MD during and subsequent to MD's rendering of services to EMS Provider, and that EMS Provider will suffer irreparable injury if MD engages in the conduct prohibited thereby. County and MD represent that their experience and abilities are such that observance of these terms will not cause County or MD any undue hardship or unreasonably interfere with County's ability to do business or MD's ability to earn a livelihood.

4.2 Restriction on Unauthorized Disclosure. During the term of this Agreement and thereafter, MD will not, without the express written consent of EMS Provider, directly or indirectly communicate or divulge, or use for their own benefit or the benefit of any other person, firm, association or corporation, any of EMS Provider's or its affiliates' proprietary data or other confidential information, including by way of illustration, the information described in Section 4.1, which were communicated to or otherwise learned by MD in the course of the relationship covered by this Agreement. MD may, however, disclose such matters to the extent that disclosure is required in the course of the relationship with EMS Provider, or by a court or governmental agency of competent jurisdiction. As long as such matters remain proprietary data or other confidential information, MD will not use such proprietary data or other confidential information in any way or in any capacity other than as a physician employed by EMS Provider and to further EMS Provider's interests.

V. INSURANCE

1.1 Insurance Provided by MD. In the event MD, shall assume the medical professional care of any one or more of the patients transported by County, MD acknowledges and agrees that MD shall be responsible for professional liability insurance coverage associated with such care. In that regard, MD agrees to maintain necessary and appropriate professional liability insurance in amounts not less than $1 million per occurrence/$3 million aggregate for the duration of the Agreement

1.2 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 County. MD shall include "Williamson County, Texas" and its respective officers, directors, agents, and employees as an Additional Insured on all required policies.

Immediately upon execution of this Agreement and before any care is rendered, MD shall send the requires certificates of insurance to the Risk Management Department:

coi.submission@wilco.org.

VI. STATUS OF PARTIES

In performing services as contemplated hereunder, the parties agree that MD is acting as independent contractor of EMS Provider, and that MD is not an employee of EMS Provider. MD agrees to pay, as they become due, all federal and state income taxes, as well as other taxes, including employment taxes due and payable on the compensation earned by MD through MD's provision of services under this Agreement, and to indemnify and hold EMS Provider harmless from any and all taxes, penalties, or interest which might arise by MD's failure to do so. This provision shall survive the termination of this Agreement.

V. MISCELLANEOUS MEDICARE PROVISIONS

5.1 Fraud and Abuse Rules/Stark Self-Referral Prohibitions. The parties agree that this Agreement is intended to comply with the Medicare/Medicaid Fraud and Abuse Rules and Stark Self-Referral Prohibitions (collectively referred to as "Relevant Laws"). "Relevant Laws" include statutes and/or regulations that become effective after the commencement of this Agreement as well as any new or different interpretations of Relevant Laws. If at any time this Agreement is found to violate the Relevant Laws, or if either party has a reasonable belief that this Agreement creates a material risk of violating the Relevant Laws, the Agreement may be terminated immediately upon written notice to the other party.

VI. GENERAL PROVISIONS

6.1 Party Representatives. Each party agrees to designate an individual contact person/representative to serve as the primary point of contact for contract or performance issues which arise from time to time between the parties. Such individual may be replaced by time to time by either party upon advance written notice to the other party.

6.2 Amendments. This Agreement may be amended only by an instrument in writing signed by the parties hereto.

6.3 Assignment. Assignments of this Agreement or the rights or obligations hereunder shall be invalid without the specific written consent of the other party herein.

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

6.5 Entire Agreement. This Agreement supersedes all previous contracts or agreements between the parties with respect to the same subject matter and constitutes the entire Agreement between the parties hereto. MD shall not be entitled to benefits other

than those herein specifically enumerated.

6.6 Execution. This Agreement and any amendments thereto shall be executed in duplicate copies on behalf of County and MD by an official of each, specifically authorized to perform such executions. Each duplicate copy shall be deemed an original, but both duplicate originals together constitute one and the same instrument.

6.7 Governing Law. This Agreement shall be construed and governed by the laws of the state of Texas. Venue of this Agreement shall be Williamson County, Texas.

6.8 Health Insurance Portability and Accountability Act Compliance. MD and County agree that each party shall comply with all federal and state regulations, rules and orders, including but not limited to regulations promulgated under Section 264 of the Health Insurance Portability and Accountability Act (Public Law 104-91- "HIPAA").

6.9 Notices. Notices or communications herein required or permitted shall be given the respective parties by registered or certified mail (said notice being deemed given as of the date of mailing) or by hand delivery at the following addresses unless either party shall otherwise designate its new address by written notice:

COUNTY

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

MD

At the address provided under MD's signature below.

6.10 Regulatory Compliance. The parties will operate at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rules and regulations of the parties.

6.11 Severability. In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.

6.12 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, nor be construed to be, a waiver of any subsequent breach hereof.

XII. EXECUTION

IN WITNESS WHEREOF, the duly authorized representatives of County and MD have executed this Agreement to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY, TEXAS (County)

By: _____
As Presiding Officer of the Williamson County Commissioners Court

Date: _____

ASSOCIATE MEDICAL DIRECTOR (MD)

BY: _____
Dr. Louis Fornage, MD

Date: 5/15/25

Address for Notice:
1315 Glenhilshire Dr
Houston, TX 77055

Scoring Summary

	Total	Unrestricted Texas medical license (R)	Board Certified	Board Eligible	Board Certified
Supplier	**/ 575 pts**	**/ 50 pts**	**/ 50 pts**	**/ 40 pts**	**/ 50 pts**
Justin W Fairless DO PLLC	365 pts	50 pts	50 pts	0 pts	50 pts
Louis Fornage	360 pts	50 pts	50 pts	0 pts	50 pts
Independent Emergency Physician	310 pts	50 pts	0 pts	0 pts	50 pts

	Board Eligible	Fellow	Non-fellow	NREMT/TXEMTP	Non-NREMT/TXEMTP
Supplier	**/ 40 pts**	**/ 50 pts**	**/ 40 pts**	**/ 50 pts**	**/ 40 pts**
Justin W Fairless DO PLLC	0 pts	50 pts	0 pts	50 pts	0 pts
Louis Fornage	0 pts	0 pts	40 pts	5 pts	40 pts
Independent Emergency Physician	0 pts	0 pts	40 pts	5 pts	40 pts

	Valid driver's license (Texas)	EVOC trained	Non-EVOC trained	Publications/Research
Supplier	**/ 50 pts**	**/ 50 pts**	**/ 40 pts**	**/ 25 pts**
Justin W Fairless DO PLLC	50 pts	0 pts	40 pts	25 pts
Louis Fornage	50 pts	50 pts	0 pts	25 pts

	Valid driver's license (Texas)	EVOC trained	Non-EVOC trained	Publications/Research
Supplier	**/ 50 pts**	**/ 50 pts**	**/ 40 pts**	**/ 25 pts**
Independent Emergency Physician	50 pts	50 pts	0 pts	25 pts

June 16, 2025

John Gonzales
Director, Williamson County EMS
3189 S.E. Inner Loop
Georgetown, TX 78626

Re: 24RFSQ76
Associate Medical Director-Williamson County EMS
Recommendation of Agreement Award

After independently and collectively reviewing all qualified submissions, the evaluation committee found Louis Fornage, MD to be the best-suited candidate to perform the duties of Associate Medical Director for Williamson County EMS.

Based on the Committee's evaluation, Williamson County Emergency Medical Services recommends that the Williamson County Commissioners Court award the Professional Services Agreement to Louis Fornage, MD.

Sincerely,

John Gonzales
Directory, Williamson County EMS

WILLIAMSON COUNTY
(512) 943-1599 Cell 512-658-3925
dbutler@wilco.org www.wilcotx.gov
3101 SE Inner Loop
Georgetown, TX 78626

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:
2025-1310680

Date Filed:
05/16/2025

Date Acknowledged:

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

Louis Fornage
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.

William County EMS/Williamson County EMS

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.

24RFSQ76
Associated Medical Director for Prehospital Care

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Fornage, Louis	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Louis FORNAGE, 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 16 day of May (month), 2025 (year).

Louis Fornage

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:
2025-1310680

Date Filed:
05/16/2025

Date Acknowledged:
06/13/2025

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

Louis Fornage
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.

William County EMS

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.

24RFSQ76
Associated Medical Director for Prehospital Care

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Fornage, Louis	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 **21.**

Meeting Date: 06/24/2025

Approval of Carousel Cloud Master Service Agreement and Amendments for Carousel Digital Signage for Information Services

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving contract #2025266 and the master service agreement between Williamson County and Carousel Digital Signage for the Digital Signage Content Management Software to be used at 1848 Texas Trail, Georgetown, Texas 78626, for the total amount of $2,841.38, pursuant to TIPS cooperative contract #230105, and authorizing the execution of this agreement, funding Source is P577.

Background

This agreement will benefit Williamson County by allowing Carousel Digital Signage through SHI to provide the subscription for the Digital Signage Content Management Software for the digital signage players at the new Williamson County Administration Building located at 1848 Texas Trail, Georgetown, Texas 78626. The vendor is requiring a Master Service Agreement to be signed before they will activate our account. The Master Service Agreement has been approved by Contract Audit and General Counsel. Funding Source is P577. Origination #2856. The department's Point of Contact is Tammy McCulley.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Master Service Agreement Carousel Cloud

1295 Form

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/18/2025 11:22 AM
County Judge Exec Asst.	Delia Colon	06/18/2025 11:24 AM
Form Started By: Sandra Malcolm		Started On: 06/13/2025 11:09 AM
Final Approval Date: 06/18/2025		

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THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

ADDENDUM No. 1
TO CAROUSEL CLOUD MASTER SERVICES AGREEMENT
WITH
WILLIAMSON COUNTY, TEXAS
(Contract #: 230105)

The underlying Carousel Cloud Master Services Agreement and its Amendments (Collectively the "Agreement") regarding account number: 230105 (the "Amendment"), between Tightrope Media Systems Inc., a Minnesota Corporation ("Tightrope") and Williamson County, Texas, a political subdivision of the State of Texas, acting herein by and through its governing body ("Customer") 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.** Customer may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Tightrope. In the event of such termination, no penalty will be assessed for Subscriber's termination of this Agreement for convenience.

2. **No Indemnification by Subscriber.** Tightrope acknowledges and agrees that under the Constitution and the laws of the State of Texas, Customer cannot enter into an agreement whereby Customer agrees to indemnify or hold harmless any other party, including but not limited to Tightrope; therefore, all references of any in this Agreement to Customer indemnifying, holding or saving harmless any other party, including but not limited to Tightrope, 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 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.

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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 Customer, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Customer 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. **The Customer's Right to Audit.** Tightrope agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Tightrope which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Tightrope agrees that Customer shall have access during normal working hours to all necessary Tightrope 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 Tightrope reasonable advance notice of intended audits.

6. **Non-Appropriation and Fiscal Funding.** The obligations of Customer under this Agreement do not constitute a general obligation or indebtedness of Customer for which Customer is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that the Customer shall have the right to terminate this Agreement at the end of any Customer's fiscal year if the governing body of Customer does not appropriate sufficient funds as determined by Customer's budget for the fiscal year in question. Customer may effect such termination by giving written notice of termination to Tightrope at the end of its then-current fiscal year to be effective as of the last day of Customer's fiscal year. For purposes of this Agreement, the Customer's fiscal year shall be October 1st to September 30th.

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

   In the event that an error appears in an invoice submitted by Tightrope, Customer shall notify Tightrope of the error not later than the twenty first (21st) day after the date Customer receives the invoice. If the error is resolved in favor of Tightrope, Tightrope shall be entitled to receive interest on the unpaid balance of the invoice submitted by Tightrope beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of Customer, Tightrope shall submit a corrected invoice that must be paid in accordance within the time set

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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 Customer, its directors, officers and employees are additional insureds, such insurance shall be primary, and any insurance maintained by Customer shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of Customer. 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. Tightrope shall furnish Customer with a certification of coverage issued by the insurer. Tightrope shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, Tightrope shall also notify Customer, 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. **Relationships 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.** Customer 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 Subscriber. 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 Customer, 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 Customer as to whether or not the same are available to the public. It is further understood that Customer's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Customer, 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 Customer by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

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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.

Tightrope Media Systems Inc.

By: Signed by: John Reilly 35F7F2D2597645A...

Printed Name: John Reilly

Title: Chief Operating Officer

Date: June 11, 2025

Williamson County, Texas

By: _____

Printed Name: Hon. Steven Snell

Title: As Presiding Officer, Williamson Commissioners Court

Date: _____, 20___

Approved as to Legal Form
HAL HAWES
General Counsel, Commissioners Court
Date: Jun 12 2025 Time: 10:54 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Jun 12 2025 Time: 10:04 am

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Pricing Proposal
Quotation #: 26149067
Created On: 5/2/2025
Valid Until: 5/30/2025

TX-County of Williamson Information Technology Services

Richard Semple
301 S.E. Inner Loop
Suite 107
Georgetown, TX 78626
United States
Phone: (512) 943-1489
Fax: (512) 943-3737
Email: rsemple@wilco.org

IAM

Gregory Gonedes
SHI Government Solutions
3828 Pecana Trail
Austin, TX 78749
Send PO's to: Texas@shi.com
8008706079
5127320232
Phone: 800-870-6079
Fax: 512-732-0232
Email: gregory_gonedes@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Retail	Your Price	Total
1	CAROUSEL, SUBSCRIPTION FOR A CAROUSEL CLOUD CORE PLAN. INCLU Carousel Digital Signage - Part#: CLD-CORE-SUB Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 230105 Coverage Term: 5/16/2025 – 5/15/2026 **Note:** Software, ESD	1	$3,000.00	$2,841.38	$2,841.38
				Total	$2,841.38

Additional Comments

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

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SHI PO# 189176
orig 2723
ID 2856

Carousel Cloud MSA

January 24, 2024

CAROUSEL CLOUD MASTER SERVICES AGREEMENT

This Carousel Cloud Master Services Agreement (the "Agreement") governs Customer's (defined below) acquisition and use of the Services. This Agreement is made between Customer and Tightrope Media Systems, Inc., a Minnesota corporation, 400 South 4th Street Suite 410, PMB 92452, Minneapolis, Minnesota 55415 ("Tightrope"). Tightrope and Customer may be referred to herein collectively as the "Parties" or individually as a "Party."

By accepting this Agreement by: (1) accessing or using the Services, (2) executing a Service Order that references this Agreement, or (3) checking a box or otherwise indicating your acceptance of this Agreement, Customer agrees to be legally bound by all terms and conditions of this Agreement. "Customer" means the company or other legal entity entering into this Agreement. The person accepting this Agreement on behalf of Customer represents and warrants that they have the authority to enter into this Agreement on behalf of Customer and to bind Customer hereto.

Capitalized terms that are defined in this Agreement, such as "Services," have the specific definitions given to them whenever they are used in this Agreement.

WHEREAS, Tightrope develops, maintains, operates, and provides the Carousel Cloud™ online digital signage platform to its customers; and

WHEREAS, Customer desires to access and use the Carousel Cloud platform for its business purposes.

THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the Parties agree as follows:

1. Definitions.

1.1 "API" means the application programming interfaces developed, made available and enabled by Tightrope that permit Customer to access certain functionality provided by the Services.

1.2 "Customer Content" means any text, graphics, data, software, code, photographs, audio, video, data feeds, and other content and digital media stored or managed by the Customer with the Services.

1.3 "Deliverables" means the documents, graphics, designs, software code, or related materials created or made by Tightrope for delivery to Customer under a Service Order as part of providing the Services or Professional Services.

1.4 "Documentation" means any written or electronic documentation, images, video, text or sounds specifying the functionalities or limitations of the Services or describing subscription terms for the Services.

1.5 "Player" means any Carousel Cloud software component that enables the display of Customer Content and is installed on an individual hardware device.

1.6 "Professional Services" means design, training, implementation, and consulting services that are ordered by Customer under a Service Order and provided by Tightrope personnel.

1.7 "Software" means the software provided by Tightrope (whether by download or access through the internet), including a Player, and all error corrections, updates, and new releases made or provided for such Software.

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References to the "Software" in this Agreement include all user manuals and other documentation for the Software provided by Tightrope to Customer in any form.

1.8 "Service Order" means a service order, statement of work or online order specifying the Services to be provided hereunder that is entered into between Customer and Tightrope, including any addenda or supplements thereto.

1.9 "Services" means the products and services that are ordered by Customer through an online purchasing portal or under a Service Order referencing this Agreement, whether on a trial, free, or paid basis, and made available online by Tightrope, including individually and collectively, the Carousel Cloud digital signage platform software-as-a-service, applicable Software (whether downloadable or accessed via the internet), and APIs. "Services" do not include the "Professional Services" or "Third-Party Services".

1.10 "Third-Party Services" means third party products, applications, services, software, networks, systems, directories, websites, databases and information which a Service links to, or which Customer may connect to or enable in conjunction with a Service, including Third-Party Services which may be integrated directly into a Service by Customer or at Customer's direction.

1.11 "User" means any person, including any an employee, student, member, visitor, vendor, consultant, or contractor of Customer, who Customer authorizes to access and use the Software for Customer's business purposes pursuant to this Agreement.

2. Service Order.

Tightrope will provide the Services to Customer according to the schedule, pricing, and the other terms stated in one or more Service Orders. Any changes or additions to a Service Order must be in writing and approved by an authorized representative of Tightrope and Customer. Tightrope and Customer may enter any number of Service Orders for the term of this Agreement, provided any such Service Orders are signed by an authorized representative of each Party.

3. Additional Agreements.

This Agreement and the Service Order are made subject to the terms of the following additional agreements and policies:

3.1 if Customer accesses or uses the API, the API License Agreement available at: [Carousel Cloud API License Agreement];

3.2 a Data Processing Addendum available at: [Data Processing Addendum]; and

3.3 the Privacy Policy available at: [Privacy Policy] (collectively, the "Additional Agreements").

All of the Additional Agreements are accessible and can be reviewed via Tightrope's Carousel website. The Additional Agreements are incorporated into and made a part of this Agreement by reference and may be updated and amended as provided by their terms. By signing this Agreement, the Customer agrees to be legally bound by all of the terms and conditions of the Additional Agreements. If there is a conflict among the terms and conditions of this Agreement, a Service Order, or the Additional Agreements, the descending order of precedence shall be: (1) a Service Order, (2) this Agreement, and (3) the Additional Agreements.

4. Use of Services.

4.1 Subscriptions. Unless otherwise provided in the applicable Service Order, Services are purchased as subscriptions. Tightrope provides the Services to Customers and their authorized Users for the term stated in the applicable Service Order. A subscription may be expanded with additional add-on Services, such as an increase to the Capacity Limit, during a subscription term at the price rate agreed to in the applicable Service Order, prorated for the portion of the subscription term remaining at the time the subscription is expanded. Any subscription add-ons will terminate on the same date as the underlying subscription. If Customer seeks to expand their subscription during a subscription term, such expansions shall be made pursuant to this Agreement and issuance of a new Service Order

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or an amendment to the then current Service Order for the Services and not pursuant to a new Agreement. If Customer has purchased subscriptions through a Distributor (as defined below) and seeks to expand their subscription during a subscription term, such expansions shall be made pursuant to an amendment to the agreement with such Distributor. Subscriptions are subject to renewal and cancellation as provided by Section 7.

4.2 Access and Use. Subject to the terms and conditions of this Agreement, Tightrope hereby grants Customer a non-exclusive and non-transferable right to access and use the Services for the term stated in the applicable Service Order. If access to or use of any portion of the Services requires or allows Customer to download, use, or install Software, Tightrope grants Customer a limited, revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable, and royalty-free license to use the Software in object code format on a compatible device for Customer's internal use only, solely to access and use the Services during the term stated in the applicable Service Order, including any renewal term. If Customer subscribes to Services for which the Service Order provides for a specific number of authorized devices, content feeds, media storage, or other unit type (the "Capacity Limit"), Customer may not use the Services in a way that exceeds such Capacity Limit unless permitted as described in Section 4.3 below. Customer may not sublicense any of its rights under this Agreement.

4.3 Subscription True-Up. If permitted on the Service Order, Customer may exceed the Capacity Limit beyond the maximum number of units permitted on the Service Order. Such additional units are referred to as "True-Up Units".

a. Renewal. True-Up Units in use at the time Tightrope or its Distributor sends Customer a notice of renewal of a Service Order (each, a "**Renewal Service Order**") will be automatically added to such Renewal Service Order. Upon execution, Tightrope or its Distributor will invoice Customer according to the terms of the Renewal Service Order and, upon payment, the applicable True-Up Units shall be deemed authorized under this Agreement and made part of any future renewals.

b. Mid-Term Expansion. If, in Tightrope's sole discretion, Customer's True-Up Units exceed a reasonable overage of the Capacity Limit, Tightrope or its Distributor may add such True-Up Units to the applicable Service Order by sending Customer an amended Service Order that includes such True-Up Units (a "Mid-Term Expansion Service Order"). Tightrope will provide Customer with at least 30 days written notice of such Mid-Term Expansion Service Order. Upon execution, Tightrope or its Distributor will invoice Customer according to the terms of the Mid-Term Expansion Service Order and, upon payment, the applicable True-Up Units shall be deemed authorized under this Agreement and made part of any future renewals.

c. Usage Reduction. If requested, Customer will be granted a reasonable opportunity to reduce the number of True-Up Units in use before execution of a Renewal Service Order or a Mid-Term Expansion Service Order.

d. Remedy. If, in Tightrope's determination, Customer is unable or unwilling to either reduce the True-Up Units in use on their account or agree to authorize the True-Up Units according to the terms of a Renewal or Mid-Term Expansion Service Order, Tightrope reserves the right to terminate this Agreement with 10 days' notice to Customer.

4.4 User Accounts. All Users must have an individual user account to access and use the Services. Each User must have a username, password, and such other login or account credentials as Tightrope may reasonably require to maintain and operate the Software and shall enter into Tightrope's terms of service then applicable to Users before accessing and using the Services.

4.5 Software Terms. Tightrope may provide Customer and Users with Software for installation on individual electronic devices. Such Software may be subject to license agreements presented and accepted during installation of the Software.

4.6 Customer's Responsibility for Users. Customer shall, and shall cause Customer's Users to, abide by and ensure compliance with, all the terms and conditions of this Agreement and is responsible for assuring such compliance. Customer is responsible and liable for all uses of the Software or Services made by Customer's Users or any third party that Customer allows, enables, or otherwise provides access to the Services or Software, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement.

4.7 Third-Party Software. To the extent that the Software includes any software or technology licensed to Tightrope by a third party, Tightrope hereby grants Customer sublicenses to use such software or technology that are co-extensive with the licenses under Section 4.2 applicable to the underlying Software. Any open source or free software code ("Open Source Software") incorporated into or provided with the Software is provided subject to the express terms of the license under which Tightrope received the Open Source Software. Customer shall be bound by the same Open Source Software license terms even though Customer is not executing a separate open source license agreement.

4.8 Restrictions on Use. Customer and all Users expressly agree that they shall not: (a) access or use the Services in any way other than through the standard interface or API for the applicable Service; (b) attempt to rent,

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license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make the Services available to any third party; (c) use another software program or other technology to interoperate with, extract data or content, or scrape or frame any data or content from the Services except through the API, provided such use is consistent with the terms of the API License Agreement, or other features of the Service intended to be used with other software programs or technology; (d) attempt to copy or create derivative works based on the Services, either alone or through any third party; (e) attempt to produce a source listing, decompile, disassemble, or otherwise reverse engineer the Services; (f) interfere with or disrupt the performance of the Services; (g) attempt to gain unauthorized access to any data stored in the Services; (h) remove or obscure any notices or markings, including without limitation, copyright, trademark, or confidentiality notices, or ownership notices on the Services, including any screens displayed by the such product. Customer may only use the Software and Player applications with media player devices that Tightrope approves for use and currently supports. The software enables Users to preview HTML content from a standard browser. This functionality is intended solely for previewing content and not for ongoing content display. Ongoing content management and display require a valid subscription for the Services.

4.9 YouTube Functionality. The Software enables Users to play or display videos on a digital sign. The Software enables this functionality via an API provided by YouTube. Customers and Users who use the YouTube functionality agree to be bound by the current YouTube Terms of Service (https://www.youtube.com/t/terms). Users who use the YouTube functionality, should read the YouTube Terms of Service carefully and make sure they understand them. If a User does not understand the Terms of Service, or does not accept any part of them, then the User is not authorized to use the YouTube functionality.

4.10 Third-Party Services. If Customer decides to enable, access, or use Third-Party Services, Customer's access and use of such Third-Party Services shall be governed solely by the terms and conditions of such Third-Party Services. Tightrope does not endorse, is not responsible or liable for, and makes no representations as to any aspect of such Third-Party Services, including, without limitation, their content or the manner in which they handle, protect, manage or process data, or any interaction between Customer and the provider of such Third-Party Services. Tightrope cannot guarantee the continued availability of such Third-Party Service features, and may cease enabling access to them without entitling Customer to any refund, credit or other compensation, if, for example and without limitation, the provider of a Third-Party Service ceases to make the Third-Party Service available for interoperation with the corresponding Service in a manner acceptable to Tightrope. Customer irrevocably waives any claim against Tightrope with respect to such Third-Party Services. Tightrope is not liable for any damage or loss caused or alleged to be caused by or in connection with Customer's enablement, access, or use of any such Third-Party Services, or Customer's reliance on the privacy practices, data security processes, or other policies of such Third-Party Services. Customer may be required to register for or log into such Third-Party Services on their respective websites. By enabling any Third-Party Services, Customer is expressly permitting Tightrope to disclose Customer's login and Service Data to the provider of the Third-Party Service as necessary to facilitate the use or enablement of such Third-Party Services.

4.11 Professional Services. If Customer engages Tightrope to provide Professional Services, the following terms and conditions apply to such services:

a. Scope and Retention. Tightrope shall provide Customer the Professional Services as described in a particular Service Order or the Documentation subject to Customer's payment of fees and other terms reflected therein. Tightrope shall have no obligation to perform Professional Services except pursuant to a valid Service Order agreed to by the Parties or as described in the Documentation. Changes or additions to a Service Order must be accepted by an authorized representative of Tightrope and Customer. Tightrope reserves the right to update the Documentation at any time to update the offered Professional Services, including the type, frequency, and scope of such services.

b. Performance of Services. Tightrope and Customer agree to cooperate in good faith to achieve satisfactory completion of the Professional Services in a timely and professional manner. Tightrope will perform the Professional Services through its employees or non-employee contractors. Deliverables shall be deemed accepted by Customer upon receipt unless otherwise agreed in the applicable Service Order.

c. Warranties. Tightrope represents, warrants, and covenants to Customer that it will perform the Professional Services in a professional and diligent manner; provided that Customer's sole remedy for any breaches of this warranty will be, at Tightrope's election, the re-performance of the Professional Services or termination of the applicable Service Order (to the extent of the non-conforming Professional Services) and, if the fees for the Professional Services are stated as a separate line item, return of the portion of such separately stated fees paid to Tightrope for the non-conforming Professional Services in an amount not to exceed the total amount paid or payable for Professional Services under the applicable Service Order. THIS PARAGRAPH STATES THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACHES OF THE PROFESSIONAL SERVICES WARRANTY, AND TIGHTROPE'S ENTIRE LIABILITY FOR SUCH BREACHES. EXCEPT AS SET FORTH EXPRESSLY IN THESE

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SERVICES TERMS, TIGHTROPE IS PROVIDING THE PROFESSIONAL SERVICES AND ANY DELIVERABLES "AS IS" AND WITHOUT ANY EXPRESS WARRANTIES AS TO QUALITY, SPECIFICATIONS, CONDITION, OR ATTRIBUTES. TIGHTROPE DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS CONCERNING THE PERFORMANCE, OPERATION, OR QUALITY OF ANY DELIVERABLES, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. No agent or employee of Tightrope is authorized to make any warranty obligations on behalf of Tightrope or modify the limitations stated in this section.

d. Rights to Deliverables; Ownership. The Parties hereby agree that the specified Professional Services to be completed pursuant to any Service Order primarily involve the configuration of Customer's subscription to a Service and customization of designs and templates integrated into one or more Services, and therefore the Deliverables are inoperative without an active subscription to a Service. As between the Parties, Tightrope shall solely and exclusively own all right, title, and interest in the Deliverables, including all derivatives, enhancements, and modifications thereof; and Customer hereby makes all assignments necessary to accomplish the foregoing ownership. Subject to the terms and conditions hereof, Tightrope grants Customer a non-exclusive, non-transferable, non-sublicensable license to use the Deliverables solely in connection with Customer's permitted use of the Services. To the extent the Deliverables include Customer's name, trademarks, or service marks ("Customer Marks"), Customer hereby grants Tightrope a royalty-free, worldwide, non-exclusive right and license to use, copy, and process Customer Marks in a manner consistent with any express usage standards provided by Customer to Tightrope to the extent necessary to create and deliver the Deliverables to Customer.

5. Fees and Payment Terms.

5.1 Software Trials. Tightrope may offer the Services for an initial trial or proof of concept period (a "Software Trial"). This Agreement governs all Software Trials except as expressly modified by this section. Customer may cancel a Software Trial at any time during the trial period without liability to Tightrope. TIGHTROPE WILL HAVE NO MONETARY LIABILITY TO CUSTOMER FOR ANY CLAIMS ARISING UNDER OR RELATING TO A SOFTWARE TRIAL, WHETHER BASED ON CONTRACT, TORT, OR OTHER LEGAL BASIS.

5.2 Fees. Customer will pay all fees specified in a Service Order. Unless otherwise expressly set forth in a Service Order, (a) Customer will be charged fees for the Services stated in a Service Order at the start of Customer's subscription term for such Services and (b) on the schedule outlined in the applicable Service Order. Fees vary based on the subscription term, the base fees, the number of Capacity Limit, and other options.

5.3 Payment. Subscription fees for the Services are payable in advance. All invoices to Customers are payable upon receipt. Unless provided otherwise in a Service Order, (i) subscription fees billed on a monthly basis must be paid by credit card, (ii) subscription fees billed on a quarterly or annual basis may be paid by credit card, ACH payment, check, or other payment form acceptable to Tightrope, and (iii) subscription fees billed on a multi-year basis must be paid by ACH payment, check or other payment form acceptable to Tightrope. All payments shall be made in U.S. Dollars. By providing payment information, Customer authorizes Tightrope and its representatives to process the payment for the amount and at the frequency stated.

5.4 Changes; Taxes. Tightrope may change its fees for a particular Service at any time, effective upon Customer's next renewal of a subscription to such Service by posting the revised fees to the Tightrope website. Any sales, use, value-added, excise, or other taxes which Tightrope is required to collect from Customer pursuant to applicable law will be in addition to all fees charged for the Services or Professional Services.

5.5 Excess Use. Tightrope's subscription fees are based on the reasonable and ordinary costs of hosting, maintaining, and operating the Services and Professional Services for reasonable and ordinary business use, including storage and bandwidth costs. Excessive use will be determined by Tightrope in its reasonable business discretion based on its average usage metrics. In the event of excessive use, Tightrope reserves the right to implement limits on storage and bandwidth and use of Professional Services after first providing Customer notice of its determination and a reasonable opportunity to resolve such excess use.

5.6 Failure to Pay. If a Customer fails to make any payment when due, then:

a. Tightrope may charge Customer interest on the past due amount at the rate of 1.5% per month or the highest rate permitted under applicable law, whichever is lower;

b. Customer shall reimburse Tightrope for all reasonable costs incurred in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and

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c. Tightrope may suspend or terminate Customer's access to and use of the Services upon 10 or more days' notice to Customer.

6. Availability; Support and Maintenance.

6.1 Availability. Tightrope will use reasonable commercial efforts to make the Services available for access and use with minimal downtime 24 hours a day and 7 days a week. The Services will be considered "unavailable" if any of the core or principal functionality are not available to a User for their normal intended use.

6.2 Support. Tightrope shall provide support for the Services under the support plan provided in the Service Order. All support plans include assistance with general functionality issues, error reporting, and fixes. Tightrope categorizes support requests into three tiers based seriousness of the problem or issue. Current Tightrope support tier definitions are provided online at https://www.carouselsignage.com/cloud/support-packages.

6.3 Access to Support Documentation. Customer shall have access to the Tightrope Knowledge Base, product manuals, and technical guides for no additional charge for the Customer's subscription term. The Tightrope Knowledge Base shall be provided via the online Carousel Support Center at https://www.carouselsignage.com/support/support-center, or such successor website as Tightrope may determine in its business discretion.

6.4 Maintenance. Tightrope will maintain and upgrade the functionality of the Services as Tightrope determines in its sole business discretion. Tightrope may add or remove functionality or features, and may suspend or stop some functionality. If functionality is to be discontinued, Tightrope will give Customers reasonable advance notice.

6.5 Hosting and Operating Costs. Tightrope will bear all cost of hosting, maintaining, and operating the Services, including Internet bandwidth, server computers, and network equipment. In addition to all subscription and other fees payable pursuant to a Service Order, Customer will be responsible for all equipment, network, and other costs necessary for Customer to access and use the Services via the Internet.

7. Term and Termination.

7.1 Subscription Term. Customer's subscription starts on the date and continues for the period stated in the applicable Service Order. Unless otherwise provided in a Service Order, (i) annual subscriptions billed on a monthly basis shall automatically renew for an additional one-year term, and can be cancelled by Customer in writing, effective as of its next monthly billing date, and (ii) all other subscriptions automatically renew for an additional one-year term unless Customer notifies Tightrope of its election to terminate the subscription at least 90 days prior to its expiration.

7.2 Termination. In addition to any other express termination rights set forth in this Agreement:

a. either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach remains uncured for 30 days after the non-breaching Party provides the breaching Party with notice of such breach; or

b. either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

c. Tightrope has an unrestricted right to immediately suspend Customer's access to the Software without prior notice if Tightrope has reasonable grounds for believing Customer has violated the restrictions on use stated in Section 4.7 of this Agreement. Tightrope will notify Customer promptly after taking any such action.

7.3 Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer's right to access and use the Services will terminate. No expiration or termination will affect Customer's obligation to pay any fees that were due and unpaid as of the expiration or termination date, or shall entitle Customer to any refund of fees paid in advance.

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7.4 Survival. This Section 7.4 and Sections 1, 3, 4.4, 4.6 – 4.8, 4.10, 5, 7.3, 8, 9.6, 10, 11, 13.3 – 13.5, 14, 15, 16, 17, and 18 shall survive termination or expiration of this Agreement according to their terms.

8. Confidentiality.

8.1 Definition. In performing this Agreement, Tightrope and Customer may disclose certain confidential or proprietary technical, product, financial, and business information to each other ("Confidential Information"). Confidential Information is limited to information which is clearly marked "confidential" or "proprietary" in any readable form, or which a person exercising reasonable business judgment would have understood to be confidential or proprietary under the circumstances of the disclosure.

8.2 Obligations. Tightrope and Customer will each hold all Confidential Information of the other Party in strict confidence and will only use it to perform their respective obligations and exercise their rights under this Agreement. Confidential Information may only be disclosed to employees, agents, consultants, and professional advisors who have a good faith need to know such information for the purposes of this Agreement, provided the person receiving the information has a confidentiality obligation to the Party receiving the information which is at least as protective of the discloser's rights as this Agreement. The receiving Party shall protect and safeguard Confidential Information against unauthorized disclosure by procedures no less stringent than those it uses for protecting its own confidential or proprietary information of a similar nature, and in any event by use of no less than a reasonable degree of care.

8.3 Limitations. This Agreement imposes no obligation with respect to information which a receiving Party can establish by legally sufficient evidence: (a) is now or hereafter becomes generally known or available to the public through no act or omission by the receiving Party; (b) was known by the receiving Party prior to receipt from the disclosing Party and without restriction as to its use or disclosure; (c) is rightfully acquired by the receiving Party from a third party who has the right to disclose it and who provides it without restriction as to its use or disclosure; or (d) is independently developed by the receiving Party without access to or use of the discloser Party's Confidential Information.

8.4 Ownership. Each Party retains all intellectual property rights in and to its own Confidential Information.

8.5 Survival. The confidentiality provisions of this Agreement shall survive its termination for a period of three (3) years, except that Confidential Information qualifying as a trade secret under applicable law shall be protected under this Agreement for as long as it retains such status.

9. Customer Content; Software Use.

9.1 Definition and Use. The Services enable Customers to store and manage Customer Content for display on multiple video displays or monitors, including text, graphics, photographs, video, data feeds, and other digital media. Customer has sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to the use of Customer Content. As between Customer and Tightrope, Customer retains all ownership and intellectual property rights to the Customer Content. Customer grants Tightrope a royalty-free, worldwide, non-exclusive right and license to use, copy, and process the Customer Content as necessary to provide the Services and perform its other obligations under this Agreement.

9.2 Technology Contractors. Tightrope may contract with third-party development, application hosting, data storage, and technology infrastructure contractors to provide the Services ("Technology Contractors"). Tightrope will make reasonable commercial efforts to ensure that the Technology Contractors abide by any applicable terms and conditions of this Agreement. Tightrope is solely responsible for monitoring and supervising the work of the Technology Contractors.

9.3 Acceptable Use Standards. Customer shall use all Customer Content in Compliance with the following standards, and with all applicable federal, state, local, and international laws and regulations. Customer and Users represent, warrant, and agree as follows: (a) Customer owns or has secured all intellectual property rights necessary for Customer's use of the Customer Content with the Services as intended; (b) Customer's use of Customer Content with the Services, and the Customer Content itself, does not and will not infringe any patent, trademark, trade secret, copyright, other intellectual property rights, or other legal rights of any other person; (c) the Customer Content does not and will not contain any content or material that is unlawful, threatening, harassing, profane, obscene, indecent, abusive, tortuous, defamatory, libelous, deceptive, fraudulent, or that violates a person's privacy, or publicity rights;

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(d) the Customer Content does not and will not promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age; (e) the Customer Content will not contain the personally identifiable information of any person unless the Customer and/or User has first obtained the written consent from the person for such use; (f) the Customer Content will not promote or assist in any illegal or unlawful acts; and (g) the Customer Content does not and will not contain a software virus or other harmful component.

9.4 Personal Information Processing. Customer represents, warrants, and agrees that, for the term of Customer's subscription to the Services unless the Parties expressly agree otherwise in writing by entering into a separate written agreement, its intended use of the Services will not be subject to the EU General Data Protection Regulation (EU 2016/679), the UK Data Protection Act of 2018, the , the Switzerland Federal Act on Data Protection, or other similar laws or regulations governing the privacy or protection of personal information.

9.5 Data Security. Tightrope shall maintain reasonable administrative, physical and technical safeguards to secure, protect, and maintain the integrity of the Customer Content, including measures designed to prevent the unauthorized access to or disclosure of Customer Content (other than by Customer or Users). Customer and Users are responsible for maintaining the confidentiality of all usernames and passwords required to access and use the Services. If the confidentiality of such information is compromised, Customer shall promptly notify Tightrope.

9.6 Access After Termination. Upon a request by Customer made within 30 days after the termination or expiration of the Customer's subscription, Tightrope will provide Customer with copies of all Customer Content stored or controlled by Tightrope. Tightrope shall have no obligation to maintain or provide any Customer Content more than 30 days after the termination or expiration of the subscription and Customer is advised that Tightrope typically deletes and destroys Customer Content in its possession after such time.

10. Statistical Data.

Tightrope may monitor Customer's use of the Services to compile anonymous, statistical, and performance information related to the Services ("Statistical Data"). Tightrope will have an unrestricted right to store, analyze, evaluate, and use the Statistical Data for its own internal business purposes, including improving the features, performance, and functionality of the Services. Tightrope warrants and agrees that the Statistical Data shall not include any information which identifies or can be attributed to a Customer, or any personally identifiable information of a User.

11. Intellectual Property Rights.

11.1 Tightrope's Rights. Tightrope, and its affiliates and licensors, retain all ownership and intellectual property rights to the Services. Customer shall only have the access and usage rights to the Services as expressly provided by this Agreement. Tightrope may use any technology, ideas, concepts, know-how, methods, and techniques related to the Services or Software that Tightrope learns in performing this Agreement.

11.2 Feedback. If Customer submits comments, ideas, or feedback to Tightrope regarding the Services or anything related to its functionality or use, Tightrope shall own and may use such information without restriction or the payment of any compensation to Customer. Tightrope does not waive any rights to use similar or related ideas or feedback previously known to Tightrope, developed by Tightrope, or obtained from sources other than Customer.

11.3 Trademarks. The terms Tightrope, Carousel Cloud, and Carousel Player are trademarks of Tightrope. Customer may not use these trademarks without the prior written permission of Tightrope. Apple TV®, Apple Store®, and all other product, service, and brand names, logos, designs, and slogans used on or appearing on the Software are the trademarks of their respective owners.

12. Publicity.

Tightrope and Customer shall obtain each other's consent before (a) issuing a formal press release announcing any business relationship, or (b) publicizing the business relationship on Tightrope's or Customer's corporate website or in any other manner.

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13. Warranties and Disclaimers.

13.1 Mutual Warranties. Tightrope and Customer hereby represent and warrant that: (a) they are duly organized, validly existing, and in good standing under the laws of the respective jurisdictions in which they were formed; (b) each of them has full power and authority to execute, deliver, and perform this Agreement; (c) this Agreement has been duly authorized by each Party, and when executed and delivered, it shall be their valid and binding legal obligation according to its terms; and that (d) each Party's obligations under this Agreement shall be performed in compliance with any obligations to third parties and all applicable law, rules, or regulations of any governmental entity or agency.

13.2 Services Warranty. Tightrope represents, warrants, and covenants to Customer that (a) the Services will perform materially in accordance with the Documentation; (b) Tightrope will not materially decrease the overall functionality of the Services without prior notice to Customer; (c) Tightrope will provide the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar software services and will devote adequate resources to meet its obligations under this Agreement.

13.3 General Disclaimer. SUBJECT TO SECTIONS 13.2, TIGHTROPE PROVIDES THE SERVICES "AS IS." TIGHTROPE DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS CONCERNING THE PERFORMANCE, OPERATION, SECURITY, RELIABILITY, ACCURACY, AVAILABILITY, AND QUALITY OF THE SERVICES, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, TIGHTROPE MAKES NO WARRANTY THAT THE SOFTWARE WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

13.4 Services Not Intended for Emergency Use. The Services are not designed or intended for emergency notification or use in life-threatening situations requiring fail-safe performance, including without limitation, situations involving severe weather or natural disasters, terroristic threats or risks, potential mass shootings, riots or other public unrest, or any other situation in which the failure of the Software could lead to death, personal injury, or severe physical or property damage (collectively, "Emergency Situations"). TIGHTROPE EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR USE IN EMERGENCY SITUATIONS.

13.5 Software Not HIPAA or FedRAMP Compliant. The Services do not comply with the privacy and security requirements for protected health information ("PHI") imposed by the Health Insurance Portability and Accountability Act ("HIPAA"). USERS ARE PROHIBITED FROM USING THE SOFTWARE TO TRANSMIT, MANAGE, DISPLAY, OR STORE PHI UNDER ANY CIRCUMSTANCES. The Services also do not comply with the Federal Risk and Authorization Management Program ("FedRAMP") requirements. Customers are prohibited from using the Services in any case in which FedRAMP compliance is required.

14. Indemnification.

14.1 Tightrope Indemnification. Tightrope shall indemnify, defend, and hold harmless Customer, its officers, directors, employees, agents, successors, and permitted assigns (each, a "Customer Indemnitee") from and against any and all losses, damages, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees and the costs (collectively, "Losses") incurred by a Customer Indemnitee arising out of or relating to any claim, legal action, demand, arbitration, audit, litigation, citation, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity or otherwise (collectively, an "Action") by a third party (other than an affiliate of the Customer Indemnitee) alleging that: (a) Customer's use of the Services pursuant to this Agreement infringes the copyright, U.S. Patent, trade secret, or trademark rights of such third party; or that (b) the Losses arise or result from the gross negligence or intentional misconduct of Tightrope in providing the Services pursuant to this Agreement.

14.2 Exceptions to Tightrope's Indemnification. Tightrope's indemnification obligations under this section do not apply to any Action or Losses arising out of or relating to: (a) any modification of the Services made by Customer or

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anyone other than Tightrope, or made without Tightrope's express written approval; and (b) any misuse, abuse, or misapplication of the Services by or on behalf of Customer, a User, or a third party.

14.3 Customer's Indemnification. Customer shall indemnify, defend, and hold harmless Tightrope, its officers, directors, employees, agents, successors, and permitted assigns (each, a "Tightrope Indemnitee") from and against any and all Losses incurred by a Tightrope Indemnitee in connection with any Action brought by a third party (other than an affiliate of a Tightrope Indemnitee) alleging or based on: (a) any technology, products, network or computer equipment, systems or procedures, or services used by Customer other than the Services; (b) Tightrope's use of the Customer Content pursuant to this Agreement; (c) the unauthorized use, loss, release, or disclosure of the personally identifiable information of any person caused by Customer's display of such information via the Services; or (d) negligence or intentional misconduct by Customer or any User in connection with the use of the Services pursuant to this Agreement.

14.4 Indemnification Procedure. The parties shall indemnify each other pursuant to this section provided that: (a) the indemnitee notifies the indemnifying Party promptly in writing of the Action, provided that failure to provide such prompt notice shall not relieve the indemnifying Party of its indemnification obligations, except to the extent it was actually prejudiced by such failure to receive prompt notice; (b) the indemnifying Party has control of the defense and all related settlement negotiations with respect to the Action, provided that, (i) the indemnitee has the right to participate in the defense of any such Action through counsel of its own choosing, and that (ii) all settlements made by the indemnifying Party include a full release of all claims against and obligations of the indemnitee related to the Action; and (c) the indemnitee cooperates fully to the extent necessary, and executes all documents necessary for the defense of any such Action.

14.5 Mitigation. If Tightrope receives, or reasonably believes it will receive, a claim that the Services infringes, misappropriates, or otherwise violates any third-party intellectual property right, tightrope may, at its option and sole cost and expense (a) obtain the right for Customer to continue to use the Services as contemplated by this Agreement; (b)modify or replace the Services, in whole or in part, to seek to make the Services (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute Services under this Agreement; or (c) by written notice to Customer, terminate this Agreement and require Customer to immediately cease any use of the Services and refund Customer any prepaid fees covering the remaining subscription term.

14.6 Sole Remedy for Alleged Infringement. THIS SECTION 14 STATES CUSTOMER'S SOLE REMEDIES AND TIGHTROPE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES, SOFTWARE, PLAYER, OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY.

15. Limitations of Liability.

15.1 IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT, BASED ON CONTRACT, TORT, OR OTHER LEGAL OR EQUITABLE CLAIM, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, REGARDLESS IN EACH CASE STATED IN SUBSECTIONS 15.1(a) THROUGH 15.1(e) WHETHER TIGHTROPE WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR WHETHER THE LOSSES WERE FORESEEABLE.

15.2 IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID TO TIGHTROPE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

15.3 The exclusions and limitations provided by Sections 15.1 and 15.2 do not apply to either Party's indemnification obligations under this Agreement.

16. Distributors and Resellers.

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Tightrope sells Professional Services and subscriptions to the Services directly to its customers and indirectly through its authorized distributors and dealers (a "Distributor"). This Agreement governs all direct and indirect subscriptions to the Services and purchases of Professional Services. If Customer purchases Professional Services or subscriptions to the Services from a Distributor, the subscription, pricing, payment, and taxes terms agreed upon with such Distributor shall take precedence over this Agreement, and the remaining terms of this Agreement shall apply with full force and effect to Customer's use of the Services and Professional Services.

17 General.

17.1 Entire Agreement. This Agreement, all applicable Service Orders, and the Additional Agreements represent the entire agreement of Tightrope and Customer concerning Customer's access and use of the Services. This Agreement, the Service Orders, and the Additional Agreements supersede all prior and contemporaneous oral or written terms, conditions, representations, warranties, and agreements regarding the Software.

17.2 Independent Contractors. Tightrope and Customer are independent contractors for all purposes in performing this Agreement. This Agreement is not in itself intended to create an agency, partnership, franchise, or joint venture relationship between the Parties. The business relationship of the Parties is non-exclusive.

17.3 Notices. All notices permitted or required under this Agreement shall be deemed given on the date of personal delivery or five (5) days after mailing by first class, certified United States mail, with postage fully prepaid, and a return receipt requested. Notices shall be addressed to the Parties at the addresses shown in this Agreement, or at such other address as either Party may, from time to time, designate in a notice given in compliance with this section. Personal delivery via a nationally-recognized courier will be valid upon delivery provided the courier obtains a signed receipt. Notice by email is valid upon acknowledgement of receipt by the intended recipient or such person's authorized representative by email or another means providing a written record of the acknowledgment.

17.4 Governing Law and Jurisdiction. This Agreement is governed by Minnesota law and controlling U.S. federal law without regard to the choice of law provisions of any jurisdiction. All legal proceedings concerning the interpretation and enforcement of this Agreement shall be commenced exclusively in the state and federal courts sitting in Hennepin County, Minnesota, and the parties hereby irrevocably submit to the exclusive jurisdiction of such courts.

17.5 Disputes. If at any time a dispute, difference, or disagreement shall arise between the Parties concerning their performance obligations under this Agreement the Parties to the dispute will negotiate in good faith to attempt to resolve the dispute. If the dispute is not resolved within thirty (30) days after the date one Party sent written notice of the dispute to the other Party, and, before instituting any litigation Tightrope and Customer shall submit the matter to a non-binding mediation before a qualified, independent professional who has demonstrated skill and experience in mediating similar matters. Any such mediation shall be conducted in Minneapolis, Minnesota, unless the Parties expressly agree otherwise. Any action in relation to an alleged breach of the Agreement must be commenced within one (1) year of the date of the breach or the date the breach reasonably should have been discovered, whichever is later. Any action not brought within that one year time period will be barred without regard to any other limitations period set forth by law or statute.

17.6 Assignment. Neither Tightrope nor Customer may assign or otherwise transfer their rights and obligations under this Agreement without the other party's prior written consent, except that Tightrope may assign this Agreement as part of the sale of substantially all its assets to another entity, or as part of a merger, business sale, or reorganization which results in a change in management control. Tightrope may withhold its consent to an assignment by Customer to an actual or potential competitor of Tightrope in its sole discretion. Any prospective assignee must be able to fulfill all of the assignor's obligations under this Agreement.

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

17.8 Waiver. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.

17.9 Severability. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby, and will be interpreted, to the extent possible, to achieve the purposes as originally expressed in the invalid, illegal or unenforceable provision.

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17.10 Force Majeure. Neither Party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure arises by reason of any Act of God, or any government or any governmental body, acts of the common enemy, the elements, strikes or labor disputes, or other similar or dissimilar cause beyond the control of such Party.

17.11 Export Regulation. The Software or Deliverables may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Software to, or make the Software or Deliverables accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings, prior to exporting, re-exporting, releasing, or otherwise making the Software or Deliverables available outside the U.S.

18. Customer-Specific Terms.

The terms of this Section 18, "Customer-Specific Terms," amend and alter the other provisions of this Agreement if Customer falls into the corresponding category of Customer. If there is any conflict between the Customer-Specific Terms and other provisions in the Agreement, the applicable terms in this Section 18 will prevail. Nothing in this Agreement makes Tightrope a government contractor for any federal, state, local, or foreign government.

18.1 U.S. Government Customers. If Customer is a U.S. government or U.S. public entity (or use of the Services is for the U.S. Government), the terms of this Section 18.1 shall apply.

a. Use By or For the U.S. Government. The Services are a "commercial item," as defined at 48 C.F.R. §2.101, and constitute "commercial computer software" and "commercial computer software documentation," as used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202 to §227.7204. This commercial computer software and related Documentation is provided to end users for use, by and on behalf of the U.S. Government, with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

b. Indemnification, Auto-Renewal, Venue. The sections in the Agreement titled "Governing Law and Jurisdiction," "Disputes," and "Customer's Indemnification" and provisions related to the auto-renewal of the Agreement or a Service Order are hereby waived to the extent they are inconsistent with federal law.

c. No Endorsement. Tightrope agrees that Customer's seals, trademarks, logos, service marks, trade names, and the fact that Customer uses our Services, will not be used by us in such a manner as to state or imply that our products or services are endorsed, sponsored or recommended by Customer or by any other element of the U.S. Government, or are considered by Customer or the U.S. Government to be superior to any other products or services. Except for pages whose design and content is under the control of the Customer, or for links to or promotion of such pages, Tightrope agrees not to display any Customer or government seals, trademarks, logos, service marks, and trade names on its homepage or elsewhere on one of its hosted sites unless permission to do so has been granted by Customer or by other relevant federal government authority. Tightrope may list Customer's name in a publicly available customer list on a site or elsewhere so long as the name is not displayed in a more prominent fashion than that of any other third-party name.

18.2 U.S. State or Local Government Customers. If Customer is a state or local government in the United States, this Section 18.2 shall apply, but only to the extent the Services are being used in an User's official capacity as a state or local government official. The sections in the Agreement titled "Governing Law and Jurisdiction," "Disputes" and "Customer's Indemnification" will not apply to Customer only to the extent Customer's jurisdiction's laws prohibit Customer from accepting the requirements in those sections.

18.3 Healthcare Customers. Unless as otherwise set forth in Customer's Agreement, Customer acknowledges that Tightrope is not a "Business Associate" as defined in the Health Insurance Portability and Accountability Act and related amendments and regulations as updated or replaced ("HIPAA"), and that the Services are not HIPAA compliant. Customer must not use, disclose, transmit or otherwise process any "Protected Health Information" as defined in HIPAA ("PHI") through the Services. Customer agrees that Tightrope cannot support and has no liability for PHI received from Customer, notwithstanding anything to the contrary herein.

18.4 Education Professional Customers. If Customer is a school or educator in the United States and wants its students, who are over the age of 13, to use the Services, Customer is responsible for complying with the U.S. Family Educational Rights and Privacy Act ("FERPA"). This means Customer must notify those students' parents/guardians of the personally identifiable information that it will collect and share with Tightrope and obtain parental/guardian consent before its students sign up or use the Services. When obtaining such consent, Customer should provide parents/guardians with a copy of Tightrope's Privacy Policy. Customer must keep all consents on file

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and provide them to Tightrope if Tightrope requests them. If Customer is located outside of the United States, Tightrope will rely upon Customer to obtain any required consents or approvals from the parent or guardian of any student covered by similar laws and, as a condition to Customer's and its students' use of the Services, Customer will comply with such laws.

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Order Form #5880

Carousel Digital Signage

400 S 4th St Ste 410
PMB # 92452
Minneapolis, MN 55415-1419
United States of America
Chris Oster
chris.oster@carouselsignage.com

Prepared For

Williamson County

Don Heflin
Systems Administrator
don.heflin@wilcotx.gov

Shipping Info
710 Main St
Georgetown | TX | 78626
US

Your Start Date May 27, 2025

Contract Term 12 months

Contract Period May 27, 2025--May 26, 2026

Plan Carousel Core Plan

Site Name wilcodigitalsignage

Your Time Zone Central Standard Time (CST)

Data Center United States

Contact Information

Site Admin	**Don Heflin - don.heflin@wilcotx.gov**
Technical Contact	**Don Heflin - don.heflin@wilcotx.gov**

✓ Terms of Service

By executing this Order Form, Customer hereby agrees to be bound by the Carousel Cloud Master Services Agreement ('MSA') available at https://www.carouselsignage.com/legal/carousel-cloud-msa in effect as of the earlier of the Service Term start date or the date of the last signature below (the "Effective Date"). The Order Form together with the MSA constitute a binding contract by and between Carousel Digital Signage ('Carousel') and Customer (collectively, the 'Agreement'). In the event of a conflict between the MSA and this Order Form, this Order Form shall prevail.

Docusign Envelope ID: F358BD49-F004-4723-BB1F-D12A4E6980A6

Signatures

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this Contract as of the Effective Date.

Williamson County

Name: **Steven Snell**

Title: **County Judge**

Email: **steven.snell@wilcotx.gov**

Signed Date:

Signature:

Carousel Digital Signage

Name: **John Reilly**

Title: **Chief Operating Officer**

Email: **john.reilly@carouselsignage.com**

Signed Date: 6/11/2025

Signature: Signed by: John Reilly 35F7F2D2597645A...

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:
2025-1323228

Date Filed:
06/11/2025

Date Acknowledged:
06/13/2025

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

Carousel Digital Signage
Minneapolis , MN United States

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

Williamson County Commissioners Court

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

2025266
Digital Signage Content Management Software

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Parker, John	Lino Lakes, MN United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
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06/11/2025

Date Acknowledged:

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

Carousel Digital Signage
Minneapolis , MN United States

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

Williamson County Commissioners Court

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

2025266
Digital Signage Content Management Software

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Parker, John	Lino Lakes, MN United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is **John Parker, Jr.**, and my date of birth is [redacted].

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

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

Executed in **Anoka** County, State of **Minnesota**, on the **12** day of **06** (month), 20**25** (year).

John Parker Jr.

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **22.**

Meeting Date: 06/24/2025

Approval of Purchase for Palo Alto Firewall Services from CDW Government, LLC for Information Services

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving purchase #2025274 between Williamson County and CDW Government, LLC to replace aged Firewalls currently located at the Jail, in the amount of $66,930.58, pursuant to TIPS cooperative contract #230105.

Background

Approval of this item will support the operations of the Williamson County Information Systems and replace old devices which will no longer be supported at the beginning of next budget year. The attached quote defines the software subscriptions needed. Contract Audit and General Council have approved. Origination #2939. Funding Source is 01.0100.0503.005740 for FY25. CDW Government, LLC. Is a publicly-traded company. Therefore, no Form 1295 is required. Department contact is Rory Tierney.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/18/2025 09:54 AM
County Judge Exec Asst.	Delia Colon	06/18/2025 09:59 AM
Form Started By: Barbi Hageman		Started On: 06/16/2025 03:47 PM
Final Approval Date: 06/18/2025		

Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

RORY TIERNEY,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
[redacted]	6/9/2025	[redacted]	[redacted]	$66,930.58

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Palo Alto Networks PA-1420 Firewall Appliance Mfg. Part#: PAN-PA-1420 Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)	2	7259804	$12,533.00	$25,066.00
CDW TRAINING CREDITS - 1YR Mfg. Part#: TC-ANY Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)	50	8063613	$97.00	$4,850.00
Palo Alto Networks Premium Support - extended service agreement - 1 year - Mfg. Part#: PAN-SVC-PREM-1420 Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)	2	7301952	$3,928.78	$7,857.56
Palo Alto GlobalProtect - subscription license (1 year) - 1 device Mfg. Part#: PAN-PA-1420-GP Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)	2	7317902	$2,651.91	$5,303.82
Palo Alto Networks Core Security Subscription Bundle Advanced Threat Preven Mfg. Part#: PAN-PA-1420-BND-CORESEC Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)	2	7303472	$11,926.60	$23,853.20

SUBTOTAL	$66,930.58
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	**$66,930.58**

PURCHASER BILLING INFO	DELIVER TO
Billing Address: WILLIAMSON COUNTY ITS 301 SE INNER LOOP STE 105 GEORGETOWN, TX 78626-8207 **Phone:** (512) 943-1456 **Payment Terms:** Net 30 Days-Govt State/Local	**Shipping Address:** WILLIAMSON COUNTY ITS 301 SE INNER LOOP STE 105 GEORGETOWN, TX 78626-8207 **Phone:** (512) 943-1456 **Shipping Method:** DROP SHIP-GROUND
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Alyssa McArthur-Guzman | (877) 621-3156 | alysmca@cdwg.com

LEASE OPTIONS			
FMV TOTAL	**FMV LEASE OPTION**	**BO TOTAL**	**BO LEASE OPTION**
$66,930.58	**$1,918.23/Month**	**$66,930.58**	**$2,193.32/Month**

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

• Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.

• Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.

• Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.

• Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.

• Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

Need Help?

 My Account

 Support

 Call 800.800.4239

About Us | Privacy Policy | [redacted]

[redacted]

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Commissioners Court - Regular Session **23.**

Meeting Date: 06/24/2025

Approval of Service Contract #2025248 with Trusco Inc. DBA Russel Glass Company for Glass 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 authorizing the purchase and service agreement #2025248 between Trusco Inc. DBA Russel Glass Company and Williamson County for glass replacement, in the amount of Two Thousand Four Hundred and Sixteen Dollars and Seventy-One Cents ($2,416.71) and execution of the agreement.

Background

This is for the glass replacement services at the following two (2) Williamson County Buildings. Lake Creek Annex -9500 North Lake Creek Parkway, Austin, TX 78717 and JP Court 4 – 211 W. 6th St Taylor, TX 76574. A detailed scope of work is attached. Origination ID #2640. The funding source is 01.0100.0509.004510 and the point of contact is Shantil Moore.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Services and Purchase Contract

Form 1295 Trusco Inc. DBA Russel Glass Company Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/17/2025 01:19 PM
County Judge Exec Asst.	Delia Colon	06/17/2025 01:51 PM
Form Started By: Michelle McKinney		Started On: 06/11/2025 04:26 PM
Final Approval Date: 06/17/2025		

WILLIAMSON COUNTY
SERVICES AND PURCHASE CONTRACT
WITH
TRUSCO INC. dba RUSSELL GLASS COMPANY
[redacted]

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

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

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The services include but are not limited to the services and work described in the attached [redacted] marked as **Exhibit "A,"** and [redacted] marked as **Exhibit "B,"** which are incorporated herein to the extent the Quotes meet or exceed the requirements of County's solicitation, if applicable.

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

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

II.

Goods: Service Provider shall provide County the goods described in the attached Quotes marked as **Exhibits "A"** and **"B"** which are incorporated herein to the extent they meet or exceed the County's solicitation, if applicable.

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

III.

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

IV.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific projects herein as set out in **Exhibits "A"** and **"B"**. The not-to-exceed for the life of this Contract is Two Thousand Four Hundred Sixteen Dollars and Seventy-One Cents ($2,416.71).

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

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

fees assessed against Service Provider for the supplies or products provided or any Services rendered.

V.

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

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

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

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

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

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

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

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

VI.

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

VII.

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

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

VIII.

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

Williamson County Commissioners Court, or the Williamson County Judge.

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

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

XV.

No Assignment: Service Provider may not assign this Contract.

XVI.

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

XVII.

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

XVIII.

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

XIX.

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

XX.

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

XXI.

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

XXII.

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

A. As described in the attached Quotes marked **Exhibits "A"** and **"B"** which are incorporated to the extent the Quotes meet or exceed the requirements of County's solicitation, if applicable; and
B. Insurance certificates evidencing coverages required herein above.

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

XXIII.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

Hon. Steven Snell
County Judge

Date: _____,20__

SERVICE PROVIDER:

Trusco Inc. dba Russell Glass Company
Name of Service Provider

_____
Authorized Signature

Russ Rutledge
Printed Name

Date: June 4, 2025

Approved as to Legal Form
HAL HAWES
General Counsel, Commissioners Court
Date: Jun 04 2025 Time: 2:41 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Jun 04 2025 Time: 2:11 pm

EXHIBIT "A"

[redacted]

RUSSELL GLASS COMPANY
2611 S. AUSTIN AVE.
GEORGETOWN, TX 78626
(512) 863-4527 / Fax (512) 868-2878

Fed. ID# 742772784

[redacted]

P.O. #		Sold By	
		Inst'l By	

WILCO FACILITIES MAINTENANCE
3101 SE INNER LOOP
GEORGETOWN, TX 78626

Bus.: (512) 943-1599 Fax: (512) 943-3313

Qty	Part	Thickness	Description	List	Price	Total
			LOCATION: LAKE CREEK ANNEX 9500 NORTH LAKE CREEK PARKWAY AUSTIN TX 78717 (FRONT BROKEN 5 X 5 WINDOW) CONTACT: VINNIE MASTELLONE (512) 690-3155			
1	INSTEMLE	3/4	57-3/8 X 49-5/8 INSULATED TEMPERED 1/4" SNX 62/27, 1/2 BLACK SPACER, 1/4" CLEAR	815.05	815.05	815.05
1	LABOR		Labor Charge	525.00	525.00	525.00

SPECIAL INSTRUCTIONS

Russell Glass Company will measure your project at no charge. Quotes are good for 30 days only. Any item that needs to be ordered will require 1/2 down deposit unless a credit app is on file. All sales are final on customer provided measurements. Not responsible for breakage of customer's glass under any circumstance. We do not store glass for more than 15 days. Labor is warranted for 1 year from date of installation. Breakage of glass after installation is not covered by warranty on any application. No refunds, returns or exchanges on any items installed or custom cut.

Terms of payment are 30 days from Invoice date. A service charge of 1.000% per month (12.000% annum) will be added to past due accounts.

Subtotal	815.05
Labor	525.00
Tax	0.00
Total	1340.05
Balance	1340.05

RECEIVED BY:

4/18/25 2:09pm by SUSAN Updated 5/27/25 12:20pm by SUSAN

EXHIBIT "B"

[redacted]

RUSSELL GLASS COMPANY
2611 S. AUSTIN AVE.
GEORGETOWN, TX 78626
(512) 863-4527 / Fax (512) 868-2878

Fed. ID# 742772784

[redacted]

P.O. #		Sold By	
		Inst'l By	

WILCO MAINTENANCE
3101 SE INNER LOOP
GEORGETOWN, TX 78626

Bus.: (512) 943-1599 Fax: (512) 930-3313

Qty	Part	Thickness	Description	List	Price	Total
			LOCATION: JP COURT #4 211 W. 6TH ST TAYLOR TX 76574 BROKEN WINDOW IN MAIN COURTROOM			
1	INSTEMLOWEBA	3/4	89-5/8 X 23 INSULATED TEMPERED LOW "E" 6227 3/16, 3/4" BRZ BARS 3/16' CL	551.66	551.66	551.66
1	LABOR		Labor Charge	525.00	525.00	525.00

SPECIAL INSTRUCTIONS

Russell Glass Company will measure your project at no charge. Quotes are good for 30 days only. Any item that needs to be ordered will require 1/2 down deposit unless a credit app is on file. All sales are final on customer provided measurements. Not responsible for breakage of customer's glass under any circumstance. We do not store glass for more than 15 days. Labor is warranted for 1 year from date of installation. Breakage of glass after installation is not covered by warranty on any application. No refunds, returns or exchanges on any items installed or custom cut.

Terms of payment are 0 days from Invoice date. A service charge of 1.000% per month (12.000% annum) will be added to past due accounts.

Subtotal	551.66
Labor	525.00
Tax	0.00
Total	1076.66
Balance	1076.66

RECEIVED BY:

4/7/25 8:07am by SUSAN Updated 4/25/25 10:50am by SUSAN

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:
2025-1319052

Date Filed:
06/03/2025

Date Acknowledged:

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

Trusco Inc. dba Russell Glass Company
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 Commissioner

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.

2025248
Russell Glass Services, Replace Broken Window Glass

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Trusco Inc. dba Russell Glass Company	Georgetown, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Russ Rutledge [redacted]

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

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

Executed in Williamson County, State of Texas, on the 4th day of June, 2025.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1319052

Date Filed:
06/03/2025

Date Acknowledged:
06/05/2025

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

Trusco Inc. dba Russell Glass Company
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 Commissioner

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.

2025248
Russell Glass Services, Replace Broken Window Glass

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Trusco Inc. dba Russell Glass Company	Georgetown, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **24.**

Meeting Date: 06/24/2025

Approval of Master Service Agreement with Dealer Source ATX LLC DBA Auto Enhancements for Williamson County Facilities Management Vehicle Enhancements for Facilities Management

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Master Service Agreement #2025249, between Williamson County and Dealer Source ATX LLC DBA Auto Enhancements for Williamson County Facilities Management Vehicle Enhancements, in the not-to-exceed amount of $15,000.00 and authorize execution of the agreement.

Background

This Master Service Agreement for Williamson County Facilities Management Vehicle Enhancements between Williamson County and Dealer Source ATX LLC DBA Auto Enhancements is to add back-up cameras to vehicles not currently with the equipment. This MSA will be valid as of the date of execution through September 30, 2025. Each project will be initiated with a work order and purchase order. The funding source is 01.0100.0509.004541, Origination ID #2836, and the department contact is Shantil Moore, Facilities Management.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Master Service Agreement

Form 1295 Dealer Source ATX DBA Auto Enhancements Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/18/2025 10:57 AM
County Judge Exec Asst.	Delia Colon	06/18/2025 11:04 AM
Form Started By: Michelle McKinney		Started On: 06/13/2025 10:54 AM
Final Approval Date: 06/18/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

MASTER SERVICES AGREEMENT WITH DEALER SOURCE ATX LLC DBA AUTO ENHANCEMENTS

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

THIS MASTER SERVICES AGREEMENT is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Dealer Source ATX LLC dba Auto Enhancements** (hereinafter "Service Provider") both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Goods: Service Provider shall provide County with backup cameras to be added to Williamson County Facilities Management vehicles that are not currently equipment with such, described in the parts sheets marked **Exhibit "A,";** which is incorporated herein to the extent it meets or exceeds the County's solicitation, if applicable. Related services will be outlined in a Statement of Work ("SOW") to be provided by Service Provided upon the direction of the County.

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

II.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly

acknowledges that he, she or it is not an employee of the County. The services to be provided include installation of backup cameras to Williamson County Facilities Management vehicles that are not currently equipment with such. Related services will be outlined in a Statement of Work ("SOW") to be provided by Service Provided upon the direction of the County.

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

III.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before September 30, 2025, however this date may be amended at the sole discretion of the County. Upon successful completion of the services of this contract, this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

IV.

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

V.

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

VI.

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

County, or State of Texas, for performance of the work.

VII.

Duty To Report Problems: Service Provider agrees to advise the County and its representative(s) within 24 hours of any errors, mistakes, potential problems or any other problematic issue(s) coming under observation during the progress of the work and will make good faith efforts to correct any errors that come to light in a timely and reasonable manner.

VIII.

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

IX.

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

TO THE FULLEST EXTENT PERMITETED BY APPLICABLE LAW, SERVICE PROVIDER AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFENT WITH COUNSEL APPROVED BY COUNTY, AND HOLD HARMLESS THE COUNTY, REPRESENTATIVES OF THE COUNTY AND THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS IN RELATION TO SERVICE PROVIDER'S PERFORMANCE OF THE WORK DESCRIBED HEREIN. DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGEMENT, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER, ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEROF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF SERVICE PROVIDER, ANYONE DIRECTLY EMPLOYED BY IT OR ANYONE WHOSE

ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSE IN PART BY THE NEGLIGENCE OR OMISSON OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEAPORDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATIONS OR RIGHT WHICH COUNTY OR ANY OTHER INDEMNITEES HAS BY LAW. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

X.

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

XI.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for specific projects as defined in the SOW's and in accordance with the prices listed in the price sheet marked as **Exhibit "B,"** hereto. The not-to-exceed amount under this Agreement is **Fifteen Thousand Dollars ($15,000.00)** per fiscal year. For purposes of this Agreement, the County's fiscal year shall be October 1st to September 30th.

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

County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date County receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of (1) one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the

preceding fiscal year that does not fall on a Saturday or Sunday.

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

As a minimum, invoices shall include:

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

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

XII.

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

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

XIII.

Insurance: Service Provider shall provide and maintain, until the services covered in this MSA is completed and accepted by the County, the minimum insurance coverage in the minimum

amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

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

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

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

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

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

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

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

XIV.

No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or

amend any legal defense available at law or in equity to The County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity or any other immunity under the laws of the State of Texas or of the United States.

XV.

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

XVI.

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

XVII.

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

XVIII.

No Assignment: Service Provider may not assign this Agreement.

IXX.

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

XX.

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

XXI.

Termination: This agreement may be terminated at any time at the option of The County,

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

XXII.

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

XXIII.

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

XXIV.

Notice: Any notice required to be given under the terms of this AGREEMENT shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

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

SERVICE PROVIDER
Dealer Source ATX LLC dba
Auto Enhancements
16300 Central Commerce Dr.
Pflugerville, Texas 78660

XXV.

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

XXVI.

Non-Appropriation and Fiscal Funding: The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the

right to terminate this Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.

XXVII.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: Williamson County Vendor Reimbursement Policy March 2023 (https://www.wilcotx.gov/351/Vendor-Reimbursement). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXVIII.

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

A. This Agreement, its Exhibits and any amendments agreed to by both parties (if any);
B. Statements of Work issued under the Agreement and
C. Insurance certificates evidencing coverages required herein above.

In the event a dispute arises between terms and conditions of this (1) Agreement, its exhibits and amendments (if any) or (2) a SOW issued under the Agreement; as set forth above; applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence: (1) terms and conditions of this Agreement, its exhibits and amendments (if any) and (2) the SOW issued under the Agreement as set forth above.

XXIX.

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

[SIGNATURE PAGE TO FOLLOW]

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

Williamson County:

_____
Authorized Signature

Hon. Steven Snell
County Judge/Presiding Officer

Dated: _____ _____, 20___

Dealer Source ATX LLC dba Auto Enhancements:

_____
Authorized Signature

Diana Braschler
Printed Name

Dated: 6/6 _____, 2025

Approved as to Legal Form
HAL HAWES
General Counsel, Commissioners Court
Date: Jun 11 2025 Time: 1:07 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Jun 10 2025 Time: 2:22 pm

Exhibit "A"
(Parts Sheets)

Part Number 250-8240

STANDARD TRUCK BED



KEY FEATURES– MIRROR

- 4.3-inch diagonal TFT LCD monitor
- Two RCA video inputs (Rear/AUX)

Auto-Off Quick-Touch camera view

- Auto-dimming LCD screen
- Anti-glare glass for night driving
- Standard lug mount built-in
- 9-foot power/video harness
- Custom wire harness cover

KEY FEATURES– camera

- High performance 1089 HD CCD
- Includes license plate bracket and butterfly mount
- Selectable image: normal/mirror
- Trajectory grid lines
- 180-degree viewing angle
- Compact design
- Low light sensitivity <0.1 Lux
- Waterproof IP68 rated
- Video - NTSC/PAL

Auto Enhancements
YOUR ULTIMATE DESTINATION FOR VEHICLE UPGRADES

UTILITY TRUCK BED



Part Number 250-8240

KEY FEATURES– MIRROR

- 4.3-inch diagonal TFT LCD monitor
- Two RCA video inputs (Rear/AUX)

Auto-Off Quick-Touch camera view

- Auto-dimming LCD screen
- Anti-glare glass for night driving
- Standard lug mount built-in
- 9-foot power/video harness
- Custom wire harness cover

Part Number 250-8184-HD



Part Number 250-8921



Part Number 250-8929



Auto Enhancements
YOUR ULTIMATE DESTINATION FOR VEHICLE UPGRADES

Exhibit "B"
(Price List)

Auto Enhancements
YOUR ULTIMATE DESTINATION FOR VEHICLE UPGRADES

PRICE LIST– Standard Bed

QTY	ITEM #	DESCRIPTION	PRICE EA.	TTL
1	ROST-250-8240	4.3" Diagonal TFT LCD monitor two RCA video inputs (rear/Aux) auto off quick touch camera view	$171.99	$171.99
1	ADV-ACA801	Mini license plate mount camera with Dynamic Parking Lines	$ 99.99	$ 99.99
1.5	9018-12v Labor	Hourly labor to install system	$150.00	$225.00
1	9017	Shop Supplies Fee	$15.00	$15.00
1	911	GEN-MM2 Ford Mirror Mount	$35.00	$ 35.00

PRICE LIST– Utility Bed

QTY	ITEM #	DESCRIPTION	PRICE EA.	TTL
1	ROST-250-8240	4.3" Diagonal TFT LCD monitor two RCA video inputs (rear/Aux) auto off quick touch camera view	$171.99	$171.99
1	ROST-250-8184HD	Flush Mount heavy duty camera –Universal Drill-in Flush Mount.	$ 147.00	$147.00
1	250-8921	10 meter 4Pin extension Cable	$ 33.99	$ 33.99
1	250-8929	Adapter, 4PIN male to RCA output & 12V dc for HD Camera	$ 13.99	$ 13.99
3.	9018-12v Labor	Hourly labor to install system	$150.00	$450.00
1	9017	Shop Supplies Fee	$ 35.00	$ 35.00
1	911	GEN-MM2 Ford Mirror Mount	$ 35.00	$ 35.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1320818

Date Filed:
06/06/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Dealer Source ATX dba Auto Enhancements
Pflugerville, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2025249
backup cameras & monitors for Fleet vehicles

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is [redacted]
(street) Bldg 3A (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 6 day of June (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:
2025-1320818

Date Filed:
06/06/2025

Date Acknowledged:
06/11/2025

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

Dealer Source ATX dba Auto Enhancements
Pflugerville, TX United States

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

Williamson County

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

2025249
backup cameras & monitors for Fleet vehicles

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **25.**

Meeting Date: 06/24/2025

Approval of Professional Services Contract #2025271 for CJC Chiller Plant Upgrade with Verde Engineering, Inc. for Peer Review and Consulting Engineering Services for Facilities Management

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Professional Services Contract #2025271 with Verde Engineering, Inc. for Peer Review and Consulting Engineering Services for the CJC Chiller Plant Upgrade for Facilities Management, not to exceed $5,000.00 and authorize execution of this agreement.

Background

This Professional Services Contract #2025271 is attached between Williamson County and Verde Engineering, Inc for Peer Review for the CJC Chiller Plant Upgrade located at 405 MLK, Georgetown, TX 78626. The purchasing route has been coordinated in compliance with County Auditor policy. The Funding Source is 01.0100.1009.004100. The Facilities Management Point of Contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Professional Service Agreement

1295 Form Verde Engineering Inc Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/18/2025 10:46 AM
County Judge Exec Asst.	Delia Colon	06/18/2025 10:51 AM
Form Started By: Michelle McKinney		Started On: 06/16/2025 01:09 PM
Final Approval Date: 06/18/2025		

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") between the undersigned professional (hereinafter "Service Provider"), and Williamson County, Texas, a political subdivision of the State of Texas (hereinafter "County"), sets forth the terms and conditions pursuant to which Service Provider will provide certain professional services.

I.
PROFESSIONAL SERVICES

A Statement of Work ("SOW") is attached hereto as Exhibit "A" and the terms therein are incorporated in this Agreement. Service Provider agrees to perform the professional services ("Services") as set forth in the attached SOW, and in any subsequently approved Supplemental Agreement referencing this Agreement, in a professional manner. Service Provider may provide the Services described in the SOW by using Service Provider's personnel or selected independent contractors. Service Provider also agrees to provide any deliverable items described in the SOW ("Deliverables").

II.
TERM AND TERMINATION

A. The Service Provider is expected to complete the Services in accordance with the Time for Performance set out in the SOW. If Service Provider does not perform the Services in accordance with the SOW, then County shall have the right to terminate this Agreement as set forth below. So long as the County elects not to terminate this Agreement, it shall continue from day to day until such time as the Services are completed in accordance with SOW. Service Provider shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Services will not be completed on or before the date specified in the SOW and in full accordance with the terms of the SOW.

B. Service Provider understands and agrees that time is of the essence and that any failure of Service Provider to complete the Services in accordance with the Time for Performance set out in the SOW may constitute a material breach of this Agreement. Service Provider shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and Service Provider's standard of performance as defined herein. Where damage is caused to County due to Service Provider's negligent failure to perform, County may accordingly withhold, to the extent of such damage, Service Provider's payments hereunder without waiver of any of County's additional legal rights or remedies.

C. County may terminate this Agreement, without cause, upon not less than thirty (30) calendar day's written notice to the Service Provider. County shall pay Service Provider for all approved and completed Services performed prior to termination.

D. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within ten (10) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within said ten (10) days, then and in that instance, the said ten (10) day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the Event of Breach within the above referenced ten (10) day period or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies mentioned hereinafter and/or remedies available under the law, terminate this Agreement.

III.
PAYMENT, TAXES & EXPENSES

A. Payment Terms. For and in consideration of the Services rendered by Service Provider, County shall pay to Service Provider the fee set out in the attached SOW. County will only be obligated to pay A/E for the performance of items and phases of the Services actually rendered and incurred, which may be less than the amount stated in the attached SOW. Unless specified otherwise in the SOW, monthly invoices of percentage completion of the Services performed shall be provided to County. County's payment of the Services and Deliverables shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of 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 a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Service Provider of the discrepancy. Following County's notification of any discrepancy as to an invoice, Service Provider must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

B. Taxes. County agrees to pay the amount of any sales, value added, use, excise or similar taxes applicable to the performance of the SOW, if any, or County shall provide Service Provider with a certificate acceptable to the taxing authorities exempting County from payment of such taxes.

C. Expenses. In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the Services subject of this Agreement, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf (wilco.org). Invoices requesting

reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

IV.
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications, and data or programs stored electronically, (hereinafter referred to as "Service Provider Work Product") prepared by Service Provider and its subcontractors are related exclusively to the Services described in this Agreement and are intended to be used by County. However, it is expressly understood and agreed by and between the parties hereto that all of Service Provider'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 Service Provider. Service Provider shall have no liability for changes made to the drawings by other consultants. Any such change shall be sealed by Service Provider making that change and shall be appropriately marked to reflect what was changed or modified.

V.
CONFIDENTIAL INFORMATION

A. To the extent authorized by law, any business, operational, commercial, financial or technical information furnished by Service Provider to County under this Agreement will remain Service Provider's property, will be deemed proprietary, will be kept confidential to the extent allowed by law, and will be promptly returned at Service Provider's request. Except as otherwise required by law, County may not disclose, without Service Provider's written permission, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this section will survive the cancellation, termination, or completion of this Agreement.

B. To the extent authorized by law, any business, operational, commercial, financial or technical information provided by County to Service Provider will remain County's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at County's request. Service Provider may not disclose, without County's written permission or as required by law, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the cancellation, termination, or completion of this Agreement.

C. 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 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 information furnished to County as to whether or not the same must be made available to the public. It is further understood that County, its 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 Service Provider for the disclosure to the public, or to any person or persons, of any items or information furnished to County by Service Provider in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

VI.

STANDARD OF PERFORMANCE

The standard of care for all Services performed or furnished by Service Provider and its employees under this Agreement will be the care and skill ordinarily used by members of Service Provider's profession, practicing under the same or similar circumstances at the same time and in the same locality. Service Provider shall obtain all permits and licenses required in the performance of the Services contracted for herein.

VII.
INDEMNIFICATION

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

VIII.
INSURANCE

Service Provider must comply with the following insurance requirements at all times during this Agreement:

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

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Certification of Coverage. Prior to the performance of any Services, Service Provider shall furnish County with a Certificate of Insurance issued by the insurer evidencing the required coverages and terms under this article. As further set out below, Service Provider shall not allow any subcontractor(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 Service Provider hereunder.

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

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

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

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

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

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

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

F. Notices by Service Provider. Service Provider shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, Service Provider shall also notify County, within twenty-four (24) hours of receipt of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. Premiums and Deductible. Service Provider shall be responsible for payment of premiums for all of the insurance coverages required under this section. Service Provider further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Service Provider is responsible hereunder, Service Provider shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $100,000 in the Service Provider's insurance must be declared and approved in writing by County in advance.

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

I. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Service Provider, 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.

J. Subcontractor Insurance. Without limiting any of the other obligations or liabilities of Service Provider, Service Provider shall require each subcontractor performing work under this Agreement (to the extent a subcontractor is allowed by County) to maintain during the term of this Agreement, at the subcontractor'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 Service Provider's subcontractors 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 Service Provider's subcontractors; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of Service Provider hereunder.

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

K. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Service Provider shall be borne solely by Service Provider.

IX.
ADDITIONAL SERVICES AND CHARGES

For the performance of services not specifically described as the Services under the attached SOW (sometimes referred to herein as "Additional Services"), County shall pay and Service Provider shall receive, under a negotiated, written Supplemental Agreement, Additional Services compensation based upon invoices of percentage completion. Service Provider shall not, however, be compensated for work made necessary by Service Provider's negligent errors or omissions. In the event of any dispute over the classification of Service Provider's services as under this Agreement, the decision of County shall be final and binding on Service Provider.

It is expressly understood and agreed that Service Provider 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.

X.
REVISION TO SERVICE PROVIDER WORK PRODUCT

Service Provider shall make, without expense to County, such revisions to Service Provider Work Product as may be required to correct negligent errors or omissions so Service Provider Work Product meets the needs of County, but after the approval of Service Provider Work Product, any revisions, additions, or other modifications made at County's request which involve extra services and expenses to Service Provider shall constitute Additional Services and entitle Service Provider to additional compensation for such Additional Services; provided, however, Service Provider hereby agrees to perform any necessary corrections to Service Provider Work Product which are found to be in negligent error or omission as a result of Service Provider's development of Service Provider Work Product, at any time, without additional compensation. If it is necessary, due to such error or omission by Service Provider, to revise any Service Provider Work Product, Service Provider shall do so without additional compensation.

XI.
DISPUTE RESOLUTION; MEDIATION

The parties to this Agreement will 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, Agreement, statute, 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 under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorneys fees. Nothing herein is intended to prevent either party from seeking any other remedy available hereunder or at law, including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

XII.
GENERAL

A. Non-collusion. Service Provider warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for Service Provider, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or subcontractor 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.

B. Financial Interest Prohibited. Service Provider covenants and represents that Service Provider, 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 by Service Provider.

C. Service Provider's Representations. Service Provider 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. Service Provider further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration for the performance of the Services and (b) the fee stated in this Agreement is adequate compensation for the timely completion of the Services.

D. Relationship Between 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.

E. 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 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.

F. 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.

G. 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.

H. Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

I. No 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.

J. 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.

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

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

M. Conflicting Terms. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the SOW, as amended, the terms and conditions of this Agreement shall control.

N. 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.

O. Entire Agreement. This Agreement (including any SOW attached hereto or Supplemental Agreement subsequently approved by the parties) represents the entire agreement between the parties and supersedes any and all prior or contemporaneous agreements or representations. This Agreement may not be modified or amended except in a writing signed by an authorized representative of each party. 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. It is agreed that the terms of this Agreement shall supersede the preprinted terms in any County purchase order or other ordering document.

WITNESS WHEREOF each County and Service Provider has caused its authorized representatives to execute and deliver this Agreement effective as of the date which this agreement is last signed below.

SERVICE PROVIDER:

Verde Engineering, Inc.

By: Frank E Foran

Name: Frank E. Foran, PE

Title: Managing Director

Date: June 4, 20 25

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Capacity: As Presiding Officer of the
Williamson County Commissioners Court

Date: _____, 20____

EXHIBIT "A"
STATEMENT OF WORK

A. Scope of Services:

The following describes the Services that shall be provided and accomplished by Service Provider, Verde Engineering, Inc. pursuant to the terms and conditions of the Agreement and this SOW:

Service Provider will perform peer review services for the Williamson County Justice Center Plant Upgrade project, including providing expert opinion on the quality and feasibility of the plans. Ensure the plans are accurate, complete, and meet the required standards. In addition, the Service Provider may identify potential problems, flaws, or areas of concern that may have been overlooked. The Service Provider will assess the practicality of the plans, suggesting modifications or improvements.

B. Time for Performance:

The Service to be performed under this SOW shall be completed in accordance with the following production schedule:

30% CD Peer Review, twenty (20) days to begin on or about June 17th, 2025, end July 7th, 2025
60% CD Peer Review, twenty (20) days to begin on or about July 8th, 2025, end July 28th, 2025
90% CD Peer Review, twenty (20) days to begin on or about July 29th, 2025, end August 18th, 2025
Total of sixty (60) days

C. Compensation:

Not-to-Exceed Fee:

For and in consideration of the Services rendered by Service Provider, County shall pay to Service Provider a not-to-exceed fee of **Five Thousand Dollars ($5000,)**. The rates for Time and Materials shall be as follows:

30% CD Peer Review	$1,000.00
60% CD Peer Review	$1,500.00
90% CD Peer Review	$2,500.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1319493

Date Filed:
06/04/2025

Date Acknowledged:

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

Verde Engineering, Inc
Liberty Hill, TX United States

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

Williamson County

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

4100.1009
Peer Review and Consulting Engineering

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 Frank E. Foran, and my date of birth [redacted]

My address is [redacted]

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

Executed in Williamson County, State of Texas, on the 4 day of June (month), 2025 (year).

Frank E Foran

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:
2025-1319493

Date Filed:
06/04/2025

Date Acknowledged:
06/16/2025

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

Verde Engineering, Inc
Liberty Hill, TX United States

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

Williamson County

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

4100.1009
Peer Review and Consulting Engineering

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: 06/24/2025

Approval of the Agreement for Construction Services No. 2025272 with Texas AirSystems, LLC for the Williamson County Justice Center Information Technology (IT) Room Fire Suppression System 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. 2025272 between Williamson County and Texas AirSystems, LLC for Williamson County Justice Center Information Technology Room Fire Suppression System, in the not-to-exceed amount of Two Hundred Seventeen Thousand One Hundred Seventy-Five Dollars ($217,175.00), pursuant to Cooperative Contract #TIPS 25010501 and authorize execution of the agreement.

Background

This Agreement for Construction Services between Williamson County and Texas AirSystems, LLC for Williamson County Justice Center Information Technology Room Fire Suppression System is located at 405 MLK, Georgetown, TX 78626. Contract Audit and General Counsel reviewed. A detailed Scope of Work is attached. The funding source is 01.0100.1009.004509 and the point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Construction Service Agreement

Form 1295 Texas AirSystems, LLC Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/18/2025 09:50 AM
County Judge Exec Asst.	Delia Colon	06/18/2025 09:55 AM
Form Started By: Michelle McKinney		Started On: 06/16/2025 03:09 PM
Final Approval Date: 06/18/2025		

Agreement for Construction Services

(Cooperative Contract #TIPS 25010501)

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

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor for the construction of Williamson County Justice Center Information Technology (IT) Room Fire Suppression (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 **Two Hundred Seventeen Thousand One Hundred Seventy-Five Dollars ($217,175)** 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 **ninety (90) calendar days** from the date the Work is commenced; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Unless otherwise specified in writing, Contractor shall achieve Final Completion within **thirty (30) calendar days of Substantial Completion**. Owner shall determine when the Project has been fully and finally completed to its satisfaction. The time set forth for completion of the work is an essential element of the Agreement.

4.2 Liquidated Damages.

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

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

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

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

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

ARTICLE 5 PAYMENT:

5.1 Schedule Of Values

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

5.2 Applications For Payment

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

right to payment as the Owner may require, such as copies of requisitions from subcontractors and material suppliers and shall reflect retainage if provided for in the Agreement.

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

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

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

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

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

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

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

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

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

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

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

5.3 Certificates For Payment

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

reasons for withholding certification in whole or in part as provided.

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

5.4 Decisions To Withhold Certification

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

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

requested for the Project;

5.4.1.9 failure to obtain, maintain, or renew insurance coverage, payment/performance bonds or warranty bond required by the Agreement; or

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

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

5.5 Progress Payments

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

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

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

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

5.6 Failure Of Payment

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

5.6.2 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Agreement, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Agreement to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an

absolute right to offset such amount against the Contract Price and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Price by an amount equal to that which the Owner is entitled.

5.7 Substantial Completion

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

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

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

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

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

make payment of retainage.

5.8 Partial Occupancy or Use

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

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

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

5.9 Final Completion and Final Payment

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

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

payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Agreement, to the extent and in such form as may be designated by the Owner.

5.9.3 Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

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

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

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

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

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

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

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

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

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

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

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

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

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

insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

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

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

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

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

6.5.2 Workers' Compensation Insurance Coverage:

1. Definitions:

(a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.
(b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.
(c) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
(d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project.

"Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

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

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

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

   (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
   (b) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all

employees of the person providing services on the Project, for the duration of the Project;

(c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(d) obtain from each other person with whom it contracts, and provide to the Contractor:

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

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

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

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

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

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

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

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

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

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

6.5.6 The furnishing of the above listed insurance coverage, as may be modified by the Agreement, must be tendered prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

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

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

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

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

ARTICLE 7 INDEMNITY:

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

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

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

ARTICLE 8 WARRANTY:

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

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

ARTICLE 9 PREVAILING WAGE RATE:

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

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

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

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

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

diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

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

9.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have fourteen (14) days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the fifteenth (15th) day after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code. The parties to the arbitration have ten (10) days after the expiration of the fifteen (15) days referred to above, to agree on an arbitrator; if by the eleventh (11th) day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

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

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

release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided in this section.

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

ARTICLE 10 BONDS:

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

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

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

ARTICLE 11 TERMINATION OR SUSPENSION OF THE AGREEMENT

11.1 Termination by Contractor

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

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

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

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

11.1.4 If the Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or

employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Agreement.

11.2 Termination by the Owner for Cause

11.2.1 The Owner may terminate the Agreement if the Contractor:

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

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

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

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

If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

11.3 Suspension by the Owner for Convenience

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

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

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

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

11.4 Termination by the Owner for Convenience

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

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

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

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

ARTICLE 12

ARTICLE 13 MISCELLANEOUS PROVISIONS:

13.1 Interest and Late Payments. Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall

be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

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

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

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

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

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

13.7 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

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

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

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

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

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

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

The following documents shall comprise the Contract Documents:

1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. Cooperative Contract #25010501; 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 #25010501; 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	Texas AirSystems, LLC.
By: _____	By: _____
Printed Name: _____	Printed Name: Blake Randig
Title: _____	Title: Account Manager
Date: _____	Date: 6-12-25

Exhibit "A"

Plans and Specifications

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

Scope of Work:
Contractor will provide the following:

Fire Suppression Controls Scope

- Complete design and submittal package
- Installation of the Suppression control panels
- Installation of required conduit and boxes
- Installation of the initiating and notification devices
- Installation of the Suppression agent storage container
- Installation of the discharge piping and nozzle
- One (1) door fan room pressurization test
- One (1) acceptance test for AHJ
- Operating and Maintenance manuals
- Up to 1 Hour of operation and maintenance training
- One-year standard parts and labor warranty

Mechanical Scope

- Remove 4 Fire Dampers
- Install 4 new fire/smoke dampers
- Provide and install S/A & R/A drops into containment area
- After work is completed in this area remove S/A & R/A drops and cap

Electrical Scope

- Install 120V power from panel LZ to the CAFSCP (controller).
- Install 120V power from Panel LZ to (4) added F/S dampers. Provide disconnect switches at each damper.

Interior Finishing Scope

- Install tent encompassing the servers
- Demo existing lay-in ceiling and dispose
- Cut openings for SD relocations, reframe/and patch
- Install gypboard ceiling/tape and float
- Purchase and install smoke seals and thresholds for 2 doors
- Remove base and caulk wall track, patch holes, and seal all penetrations and the rest ofthe room
- Patch a 2'x2' area on the floor, and epoxy the patch area only
- Paint the entire room
- Remove tent

Contractor Clarifications/Exclusions:

1. Work to be done during normal business hours. M-F, 8-5
2. Any items not specifically outlined in the above scope are not included.
3. Relocation or addition of light fixtures.

WILLIAMSON COUNTY
SERVER ROOM FIRE SUPPRESSION

405 MARTIN LUTHER KING JR ST., GEORGETOWN, TX 78626

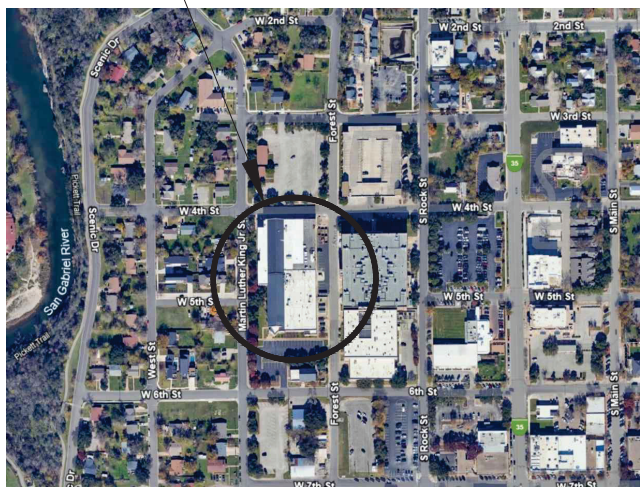
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INDEX OF DRAWING:

CZ Project #240743

WILCO SERVER ROOM		
Drawing list		Submittal
Number	Title	100% CD
G000	PROJECT COVER SHEET	X
G001	GENERAL PROJECT NOTES	X
ME000	SYMBOLS AND ABBREVIATIONS	X
ME101	OVERALL PLAN - FIRST FLOOR	X
ME102	OVERALL PLAN - ATTIC	X
ME201	ENLARGED FLOOR PLAN - SERVER ROOM	X
ME501	SCHEDULES AND DETAILS	X
ME502	SCHEDULES AND DETAILS	X

AREA OF WORK:



1 G000 SITE MAP

WILCO TEXAS

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STATE OF TEXAS
AARON T. LOVELOCK
145763
LICENSED PROFESSIONAL ENGINEER

WILLIAMSON COUNTY
SERVER ROOM FIRE SUPPRESSION
Georgetown, TX 78626
405 Martin Luther King Jr. St.

Drawn	LH
Checked	AP
Date	23 APR 2025
Project No.	240743
Revisions	

SHEET TITLE
PROJECT COVER SHEET

SHEET NO.
G000
1 OF 8

GENERAL NOTES SPECIAL SYSTEMS:

1. SEE ALL OTHER PLANS FOR ADDITIONAL DEVICES.
2. WHEN LOCATING SYSTEMS NEXT TO DOORS, FOLLOW DEVICE LOCATION GUIDELINES.
3. ALL CABLING SHALL BE IN CONDUIT IN EXPOSED SPACES REGARDLESS IF ALLOWED NOT TO BE IN CONDUIT BY OTHER SPECIFICATIONS UNLESS DIRECTED OTHERWISE BY THE ENGINEER. ALL CABLING TO BE SUPPORTED BY J-HOOKS WHEN NOT IN CONDUIT OR CABLE TRAY. DO NOT STRAP TO STRUCTURE. SEPARATE CABLING AND PROVIDE SEPARATE J-HOOKS FOR DATA, CONTROLS, PA, SECURITY, AND FIRE ALARM IF NOT IN CONDUIT. TIE WRAP CABLING TOGETHER EVERY 4-6 FEET. PROVIDE SERVICE LOOPS IN CABLING, TIE WRAPPED TOGETHER. SERVICE LOOP SHALL BE 24" MINIMUM.
4. PROVIDE CONDUIT SLEEVES THROUGH WALLS. ALL CONDUITS SHALL HAVE NYLON BUSHINGS ON THE ENDS. PROVIDE PULL STRINGS IN ALL EMPTY CONDUITS UNDER TWO (2) INCHES. PROVIDE MULE TAPE IN ALL EMPTY CONDUITS TWO (2) INCHES AND LARGER OR ANY CONDUIT RUNS LONGER THAN 100 FEET WITHOUT INTERMEDIATE PULL BOXES. SLEEVES LESS THAN 36 INCHES DO NOT REQUIRE PULL STRINGS.
5. FIRESTOP ALL CONDUIT PENETRATIONS IN RATED WALLS. PROVIDE INTUMESCENT FILL IN WALL CONDUIT SLEEVES IN RATED WALLS. SEE ARCHITECTURAL FOR WALL RATINGS. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO SHEET ROCK AND REPAIR.
6. PROVIDE FIRE RATED SLEEVES WITH INTUMESCENT FILL IN ALL FLOOR PENETRATIONS.
7. ALL CABLING SHALL BE PLENUM RATED. NO EXCEPTIONS.
8. PROVIDE TUBE TYPE DUCT SMOKE DETECTORS FOR ALL SMOKE FIRE DAMPERS. ALL DUCT SMOKE DETECTORS SHALL HAVE THE FOLLOWING CHARACTERISTICS; MOUNTED IN THE DIRECTION OF AIR FLOW, ADDRESSABLE WITH SELF SENSITIVITY, RATED FOR THE AIR SPEED, AND HAVE REMOTE INDICATOR LIGHT TEST STATIONS. FIRE ALARM CONTRACTOR SHALL PROVIDE INTERFACE OF DUCT SMOKE DETECTORS AND FIRE ALARM PANEL. PROVIDE 24V POWER FROM FIRE ALARM PANEL.
9. PROVIDE LEXAN COVERS FOR ALL FIRE ALARM PULL STATIONS.
10. SEE SPECIFICATIONS FOR ADDITIONAL FIRE ALARM DEVICES AND MOUNTING HEIGHTS. MOUNT DEVICES IN ACCORDANCE WITH NFPA 72.
11. ALL SMOKE AND HEAT DETECTORS SHALL BE POWERED BY THE FIRE ALARM PANEL.

FIRE PROTECTION GENERAL NOTES:

1. THE FIRE SPRINKLER CONTRACTOR SHALL COORDINATE HIS WORK WITH ALL THE OTHER TRADES (MECHANICAL, ELECTRICAL, ETC.) AND SHALL PERFORM ANY MODIFICATIONS NECESSARY TO ACCOMMODATE THEIR WORK AT NO ADDITIONAL COST TO THE OWNER.
2. ALL PIPING 2 1/2" AND SMALLER SHALL BE NFPA 13 APPROVED SCHEDULE 40 STEEL, THREADED (NOT MECHANICAL JOINT): REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
3. PIPE ROUTING: DUCTWORK AND GRAVITY-BASED SYSTEMS SHALL TAKE PRECEDENCE OVER FIRE SPRINKLER SYSTEM. ROUTE FIRE SPRINKLER PIPING AROUND DUCTWORK AND AVOID CONFLICTS WITH GRAVITY BASED PLUMBING SYSTEMS.
4. SPRINKLER HEAD LOCATIONS SHALL BE LOCATED TO COMPLIMENT ARCHITECTURAL DESIGN INCLUDING, BUT NOT LIMITED TO: CENTERED ON HALLWAYS, CORRIDORS, ETC.; CENTERED IN ACOUSTICAL PANELS; AND ALIGNED OR EQUALLY SPACED WITH LIGHT FIXTURES, SMOKE DETECTORS AND SIMILAR DEVICES.
5. NO WET PIPE SPRINKLER PIPING SHALL BE ROUTED WITHIN OR OVER ROOMS RECEIVING CLEAN AGENT FIRE SUPPRESSION SYSTEM.

WILCO TEXAS

CLEARY ZIMMERMANN ENGINEERS

STATE OF TEXAS
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SHEET TITLE
GENERAL PROJECT NOTES

SHEET NO.
G001
2 OF 8

SYMBOLS AND ABBREVIATIONS

GENERAL

- MOTOR, HP AS INDICATED
- CONTROLLER TO BE FURNISHED UNDER DIVISION 15 AND INSTALLED UNDER DIVISION 16
- DISCONNECT SWITCH
- MAGNETIC MOTOR STARTER
- COMBINATION MOTOR STARTER/DISCONNECT SWITCH
- GROUNDING REFERENCE POINT.
- JUNCTION BOX, CEILING MOUNTED
- JUNCTION BOX, WALL MOUNTED
- PC — PHOTO CELL
- R — RELAY
- TC — TIME CLOCK
- C — CONTACTOR
- BELL
- BUZZER
- CEILING MOUNTED CLOCK
- WALL MOUNTED CLOCK
- WALL MOUNTED DOUBLE FACE CLOCK
- HORN
- TRANSFORMER AS INDICATED
- ATS — AUTOMATIC TRANSFER SWITCH
- EQUIPMENT CONNECTION
- ELECTRICAL KEYED NOTE NO. 1
- 1 — FIRE PROTECTION KEYED NOTE NO. 1
- CH- — EXISTING MECHANICAL EQUIPMENT
- CH- — MECHANICAL EQUIPMENT MARK
- EQUIPMENT CONNECTION
- AOM — ADDRESSABLE OUTPUT MODULE
- AIM — ADDRESSABLE INPUT MODULE

LUMINAIRES

- A/B — LUMINAIRE, CEILING OR WALL MOUNTED. SUBSCRIPT INDICATES ASSOCIATED ZONING. CAPITAL LETTER INDICATES FIXTURE TYPE.
- FIXTURE CEILING MOUNTED
- FIXTURE WALL MOUNTED
- WALLWASH FIXTURE CEILING MOUNTED
- EXIT LIGHT, CEILING MOUNTED WITH ARROWS
- EXIT LIGHT, WALL MOUNTED WITH ARROWS
- EMERGENCY FIXTURE
- FIXTURE WITH EMBEDDED WIRELESS OCCUPANCY AND DAYLIGHT SENSOR
- EMERGENCY LIGHT, WALL MOUNTED
- POLE MOUNTED LUMINAIRE
- FLOOD LIGHT. ARROW INDICATES AIMING DIRECTION.
- TRACK LIGHT WITH HEADS AS INDICATED

RACEWAYS

- CONDUIT CONCEALED IN WALL OR CEILING
- CONDUIT UNDER FLOOR OR CAST IN STRUCTURE
- SWITCH LEG
- P1A2A6 — BRANCH CIRCUIT HOMERUN 3/4"C, 3#12 AND 1#12 GND. MIN.
- SURFACE RACEWAY
- T — TELEPHONE
- BUS DUCT WITH TAKE OFF DEVICE

PANEL AND RELATED ITEMS

- PANELBOARD, SURFACE MOUNTED.
- PANELBOARD, FLUSH MOUNTED.
- SWBD — SWITCHBOARD OR DISTRIBUTION BOARD
- MCC — MOTOR CONTROL CENTER
- TVSS — TRANSIENT VOLTAGE SURGE SUPPRESSOR.
- TELE — PLYWOOD TELEPHONE BACKBOARD: PROVIDE WALL MOUNTED WHITE PAINTED 4x8' PLYWOOD BACKBOARD

SWITCHES

- SINGLE POLE SWITCH
- DOUBLE POLE SWITCH
- THREE-WAY SWITCH
- FOUR-WAY SWITCH
- CEILING FAN SPEED SWITCH
- SWITCH WITH PILOT LIGHT IN HANDLE
- WP — WEATHERPROOF SWITCH
- M — MOTOR RATED SWITCH
- EP — EXPLOSION PROOF SWITCH
- T — TIMER SWITCH
- MULTIPLE SWITCHES, GANGED.
- OS — CEILING MOUNTED OCCUPANCY SENSOR
- WM — WALL MOUNTED OCCUPANCY SENSOR AND SWITCH
- LV — LOW VOLTAGE SWITCH
- LVD — LOW VOLTAGE SWITCH WITH DIMMER
- W — WALL MOUNTED WIRELESS ON/OFF SWITCH
- WD — WALL MOUNTED WIRELESS ON/OFF/DIM SWITCH
- WD(x) — WALL MOUNTED WIRELESS ON/OFF/DIM SWITCH WITH QUANTITY
- FD — FIRE DAMPER (W/ ACCESS DOOR) SD=SMOKE DAMPER; SFD=SMOKE/FIRE DAMPER
- R — CLEAN AGENT SOLENOID RELEASE VALVE
- FCP — FIRE ALARM CONTROL PANEL
- FAEX — FIRE ALARM EXPANSION PANEL
- ANN — REMOTE FIRE ALARM ANNUNCIATOR
- GAP — GRAPHIC ANNUNCIATOR PANEL
- HSSD — HIGH-SENSITIVITY SMOKE DETECTION PANEL
- ANN — REMOTE FIRE ALARM ANNUNCIATOR
- F — CLEAN AGENT PURGE PANEL
- SD — PHOTOELECTRIC SMOKE DETECTOR
- SD — IONIZATION SMOKE DETECTOR
- SR — SHUTDOWN RELAY
- FTA — CLEAN AGENT MANUAL RELEASE WITH MANUAL PULL STATION, ABORT SWITCH, AND COUNTDOWN TIMER
- SD, HD — SMOKE DETECTOR; DASHED INDICATES BELOW RAISED FLOOR
- SD — SMOKE DETECTOR, DUCT MOUNTED
- T — TEST SWITCH
- HD — HEAT DETECTOR
- FS — FLOW SWITCH
- VS — VALVE SWITCH
- FS — FLOW SWITCH
- F, C — AUDIO-VISUAL ANNUNCIATOR (WALL, CEILING)
- V, V — VISUAL ANNUNCIATOR (WALL, CEILING)
- MH — MAGNETIC DOOR HOLDER
- FJ — FIRE FIGHTERS PHONE JACK
- S, F — FIRE ALARM SPEAKER / VISUAL (VOICE EVACUATION)
- 15CD — BUILDING WITH ALARM STROBE LIGHT - LABELED "FIRE" (WITH CANDELA RATING)
- 75CD — CLEAN AGENT STROBE LIGHT - LABELED "AGENT" (WITH CANDELA RATING)
- HSSD (SAMPLING TUBE) DETECTOR
- F — CLEAN AGENT ROOM MANUAL RELEASE
- A — CLEAN AGENT ABORT SWITCH
- (RFP) — "RFP" INDICATES A DEVICE LOCATED IN THE RAISED FLOOR PLENUM, OR INDICATING ALARM FROM A DEVICE LOCATED IN THE RAISE FLOOR PLENUM
- HSSD — HSSD ALARM BELL, LABELED "HSSD"
- TS — TAMPER SWITCH
- PS — PRESSURE SWITCH
- DL — DOOR LOCK
- WD — WATER DETECTION ALARM PANEL
- ALARM BELL
- CLEAN AGENT DISCHARGE HEAD (CEILING TYPE) (NUMBER "2" INDICATES HIGH / LOW DROP)
- BCD — BUILDING ALARM (INCLUDES FIRE SPRINKLER SYSTEM ALARMS) MULTI-SIGNAL SYNCHRONIZED HORN/STROBE LABELED "FIRE" (WITH CANDELA AND DBA RATINGS).
- BCD — CLEAN AGENT ALARM (INCLUDES PREACTION FIRE SPRINKLER MULTI-SIGNAL SYNCHRONIZED HORN/STROBE LABELED "AGENT" (WITH CANDELA AND DBA RATINGS).
- QUICK-CLOSING DUCT DAMPER / ACTUATOR
- CLEAN AGENT STORAGE CONTAINER WITH RISER TO ABOVE CEILING
- FM200 — CLEAN AGENT STORAGE CONTAINER WITH DISCHARGE HEADS
- FIRE SPRINKLER (WET/DRY) SYSTEM ALARM VALVE ASSEMBLY
- FIRE SPRINKLER PREACTION SYSTEM ALARM VALVE ASSEMBLY (WITH RELEASE CONTROL PANEL)
- A — CLEAN AGENT ABORT SWITCH
- CLEAN AGENT DISCHARGE VISUAL ALARM DEVICE

DISTRIBUTION

- MOLDED CASE CIRCUIT BREAKER
- DRAWOUT POWER CIRCUIT BREAKER. AIR, VACUUM OR SF AS SPECIFIED.
- DISCONNECT SWITCH
- FUSIBLE DISCONNECT SWITCH
- TRANSFORMER
- SHEILDED ISOLATION TRANSFORMER
- VOLTMETER
- AMMETER
- VOLTMETER SELECTOR SWITCH
- AMMETER SELECTOR SWITCH
- SHUNT TRIP
- CT AND METER

ABBREVIATIONS

A	AMPERE(S)
AC	ABOVE COUNTER
A/C	AIR CONDITIONING
AIC	AMPERE INTERRUPTING CAPACITY
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
AHU	AIR HANDLING UNIT
AL , ALUM	ALUMINUM
ATS	AUTOMATIC TRANSFER SWITCH
AWG	AMERICAN WIRE GAUGE
BLDG	BUILDING
C	CONDUIT
CB	CIRCUIT BREAKER
CCTV	CLOSED CIRCUIT TELEVISION
CFCI	CONTRACTOR FURNISHED, CONTRACTOR INSTALLED
CKT	CIRCUIT
COND	CONDUCTOR
CPU	CENTRAL PROCESSING UNIT
CT	CURRENT TRANSFORMER
DCP	DATA COLLECTION PANEL
DIA	DIAMETER
DC	DISCONNECT
DIST	DISTRIBUTION
DN	DOWN
DWGS	DRAWINGS
EC	EMPTY CONDUIT
EF	EXHAUST FAN
EQMT	EQUIPMENT
EWC	ELECTRIC WATER COOLER
EXH	EXHAUST
EXP	EXPLOSION PROOF
EXTG	EXISTING
F/A , F.A.	FIRE ALARM
FLUOR	FLUORESCENT
FN	FULL NEUTRAL
FT	FEET, FOOT
FSD	COMBINATION FIRE/SMOKE DAMPER
GALV	GALVANIZED
GFCI	GROUND FAULT CIRCUIT INTERRUPTER
GFI	GROUND FAULT INTERRUPTER
GND	GROUND
GRD	GALVANIZED RIGID STEEL
HID	HIGH INTENSITY DISCHARGE
HP	HORSEPOWER
HOA	HAND OFF AUTOMATIC
HPS	HIGH PRESSURE SODIUM
HVAC	HEATING/VENTILATING/AIR CONDITIONING
HZ	HERTZ
ID	INSIDE DIAMETER

ABBREVIATIONS

IG	ISOLATED GROUND
IMC	INTERMEDIATE STEEL CONDUIT
IN	INCHES
INCD	INCANDESCENT
JB	JUNCTION BOX
KV	KILOVOLT
KVA	KILOVOLT AMPERE
KVAC	KILOVOLT AMPERE CAPACTIVE
KVAR	KILOVOLT AMPERE REACTIVE
KW	KILOWATT
KWH	KILOWATT HOUR
LPS	LOW PRESSURE SODIUM
MAX	MAXIMUM
MCB	MAIN CIRCUIT BREAKER
MCC	MOTOR CONTROL CENTER
MDP	MAIN DISTRIBUTION PANEL
MECH	MECHANICAL
MH	METAL HALIDE
MIN	MINIMUM
MLO	MAIN LUGS ONLY
MTD	MOUNTED
MTG	MOUNTING
MV	MERCURY VAPOR
MW	MICROWAVE
NA	NOT APPLICABLE
NC	NORMALLY CLOSED
NF	NONFUSIBLE
NL	NIGHT LIGHT
NO	NORMALLY OPEN
NTS	NOT TO SCALE
OC	ON CENTER
OFCI	OWNER FURNISHED CONTRACTOR INSTALLED
OH	OVERHEAD
P	POLE
PA	PUBLIC ADDRESS
PB	PUSHBUTTON
PBX	PRIVATE BUILDING EXCHANGE
PC	PULL CHAIN
P/C	PHOTO CELL
PDP	POWER DISTRIBUTION PANEL
PH , Ø	PHASE
PNL	PANELBOARD
PR	PAIR
PSI	POUNDS PER SQUARE INCH
PWR	POWER
QUAD	QUAD RECEPTACLE
REFR	REFRIGERATOR
S	SECURITY
S.C.	SPLIT CIRCUIT
SCC	STATUS COMMAND CENTER
SN	SOLID NEUTRAL
SPD	SURGE PROTECTION DEVICE
SQFT.	SQUARE FOOT
SW	SWITCH
SWBD	SWITCHBOARD
TC	TIME CLOCK
TELE	TELEPHONE
TSTAT	THERMOSTAT
TV	TELEVISION
TVSS	TRANSIENT VOLTAGE SURGE SUPPRESSOR
UON	UNLESS OTHERWISE NOTED
UPS	UNINTERRUPTABLE POWER SUPPLY
V	VOLT(S)
VEND	VENDING
VP	VAPOR PROOF
W	WIRE , WATT(S)
WP	WEATHERPROOF
XFMR	TRANSFORMER
1P	ONE POLE
2P	TWO POLE
3P	THREE POLE

OUTLETS

- SIMPLEX RECEPTACLE
- DUPLEX RECEPTACLE
- WP, T, GFI, IG, C TV, CR — DUPLEX RECEPTACLE; GFI=GROUND FAULT INTERRUPTING, WP=WEATHER PROOF , T=TAMPER RESISTANT, IG=ORANGE SOLATED GROUND, C=CLOCK OUTLET, TV=TV RECEPTACLE, CR=CONTROLLED RECEPTACLE
- DOUBLE DUPLEX RECEPTACLE
- EMERGENCY RED DUPLEX RECEPTACLE
- EMERGENCY RED QUAD RECEPTACLE
- DUPLEX RECEPTACLE WITH USB PORTS
- SPECIAL PURPOSE RECEPTACLE
- ROUND FLOOR BOX WITH POWER AND DATA
- SQUARE FLOOR BOX WITH POWER AND DATA
- TELEPHONE OUTLET
- TELEVISION OUTLET
- VOICE/DATA OUTLET

WILCO TEXAS

CLEARY ZIMMERMANN ENGINEERS

STATE OF TEXAS — AARON T. LOVELOCK — LICENSED PROFESSIONAL ENGINEER — 145763

WILLIAMSON COUNTY
SERVER ROOM FIRE SUPPRESSION
Georgetown, TX 78626
405 Martin Luther King Jr. St.

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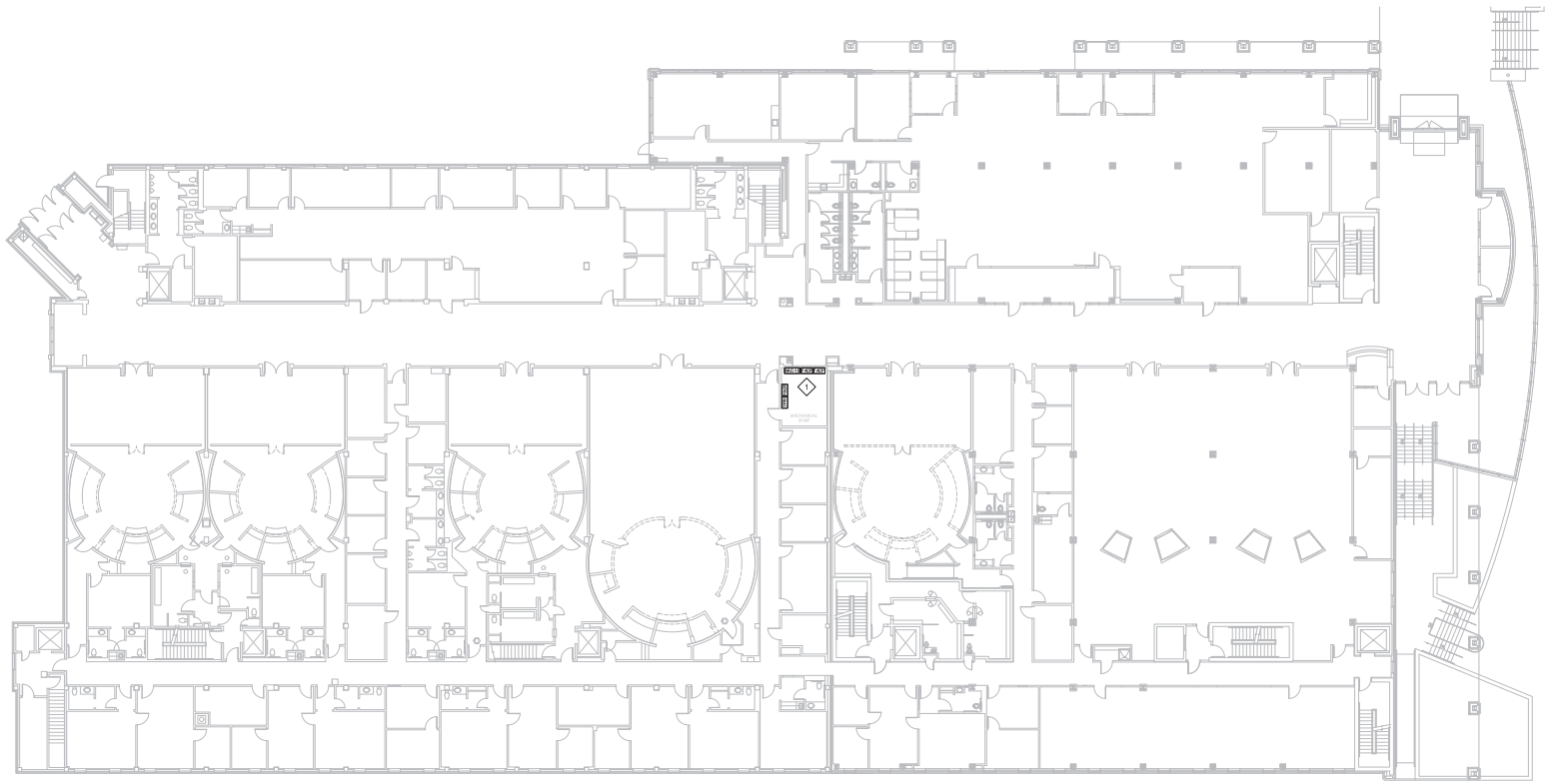
SHEET TITLE
SYMBOLS AND ABBREVIATIONS

SHEET NO.
ME000

3 OF 8

ELECTRICAL KEYED NOTES:

1. EXISTING FIRE ALARM CONTROL PANEL LOCATION. EXISTING FIRE ALARM SYSTEM IS A SIMPLEX 4100ES SYSTEM.



1 / ME101 OVERALL PLAN - FIRST FLOOR
1/16" = 1'-0"

0 10' 20' 40' 60'
SCALE: 1/16"=1'-0"

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Georgetown, TX 78626

405 Martin Luther King Jr. St.

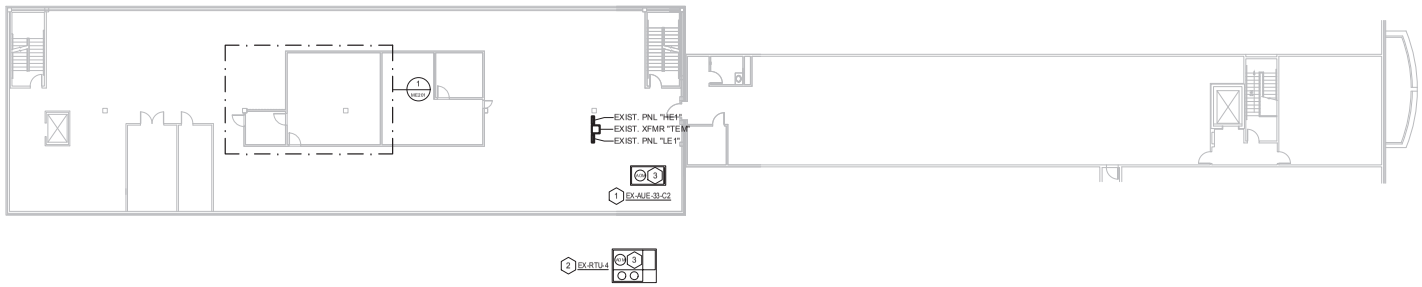
Drawn	LH
Checked	AL
Date	23 APR 2025
Project No.	240743
Revisions	

SHEET TITLE
OVERALL PLAN - FIRST FLOOR

SHEET NO.
ME101
4 OF 8

FIRE PROTECTION KEYED NOTES:

1. EXISTING AIR HANDLING UNIT SERVING SERVER ROOM TO REMAIN.
2. EXISTING BACKUP ROOFTOP UNIT SERVING SERVER ROOM TO REMAIN.
3. PROVIDE AN ADDRESSABLE OUTPUT MODULE TO SHUT DOWN EXISTING HVAC UNIT UPON CLEAN AGENT FIRE SUPPRESSION SYSTEM ALARM. REF: 1/ME501



1 / ME102 OVERALL PLAN - ATTIC
1/16" = 1'-0"

0 10' 20' 40' 60'
SCALE: 1/16"=1'-0"

WILCO TEXAS

CLEARY ZIMMERMANN ENGINEERS

STATE OF TEXAS
AARON T. LOVELOCK
145763
LICENSED
PROFESSIONAL ENGINEER

WILLIAMSON COUNTY
SERVER ROOM FIRE SUPPRESSION

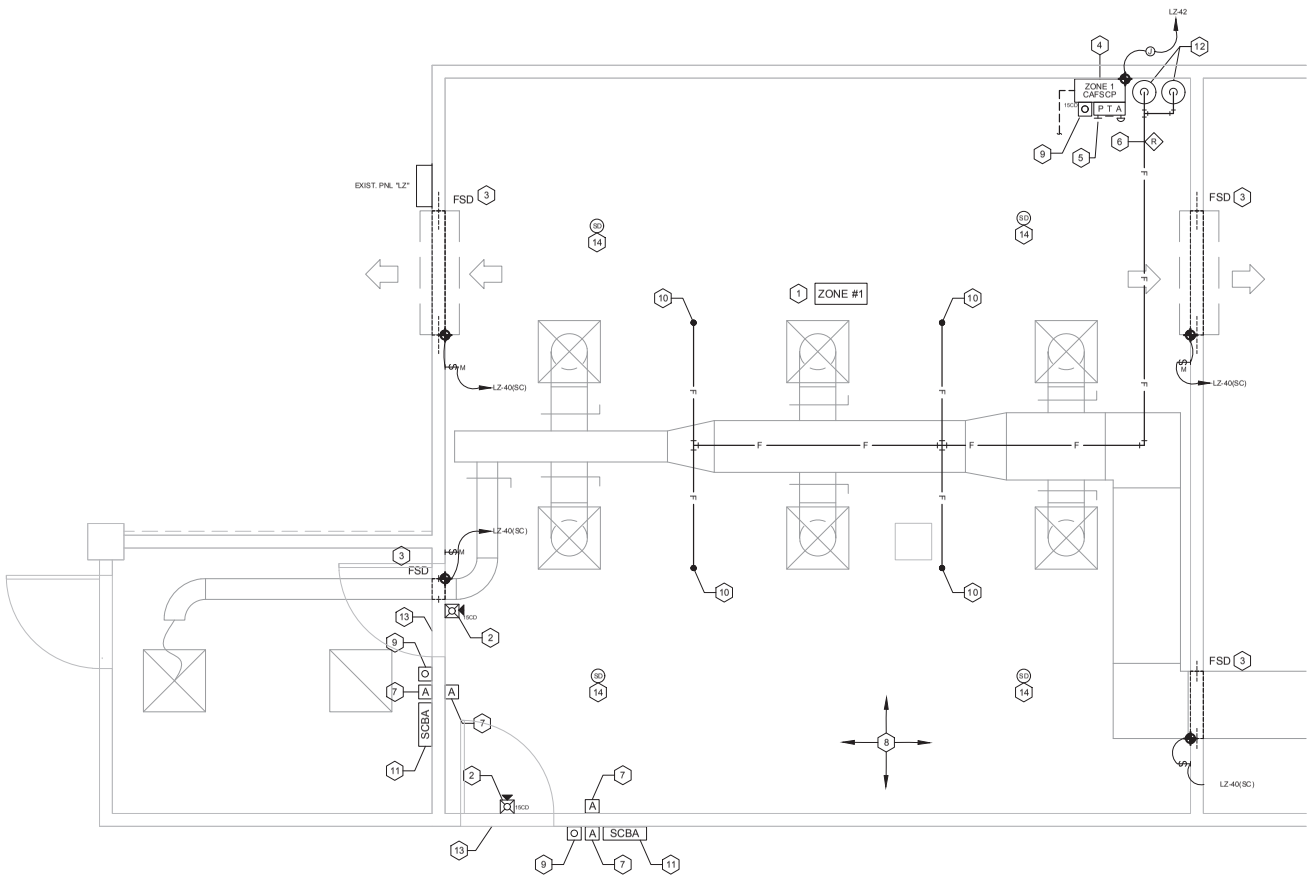
Georgetown, TX 78626

405 Martin Luther King Jr. St.

Drawn	LH
Checked	AL
Date	23 APR 2025
Project No.	240743
Revisions	

SHEET TITLE
OVERALL PLAN - ATTIC

SHEET NO.
ME102
5 OF 8



1 ME201 ENLARGED SERVER ROOM FLOOR PLAN
1/2" = 1'-0"

FIRE PROTECTION KEYED NOTES:

1. PROVIDE COMPLETE CLEAN AGENT FIRE SUPPRESSION SYSTEM DESIGNED AND INSTALLED PER NFPA 2001, 2025 EDITION. COORDINATE WITH ALL TRADES FOR LOCATIONS OF CONDUIT CABLE TRAYS. DUCTWORK, ETC. SYSTEM SHALL BE INSTALLED ABOVE FLOOR.
2. PROVIDE AUDIBLE / VISUAL DEVICE CONNECTED TO THE CAFSCP. PROVIDE A NEW ENGRAVED SIGN (YELLOW BACKGROUND WITH BLACK LETTERS 3/4" HIGH) TO READ: "SMOKE DETECTED IN SERVER ROOM".
3. PROVIDE FIRE SMOKE DAMPERS IN ALL EXISTING DUCTWORK AND RETURN AIR TRANSFER PENETRATIONS OF SERVER ROOM WALLS. SMOKE FIRE DAMPERS TO BE CONTROLLED BY CAFSCP TO CLOSE UPON SYSTEM ACTIVATION.
4. CLEAN AGENT FIRE SUPPRESSION CONTROL (CAFSCP).
5. MANUAL PULL STATION. CONNECT TO CAFSCP.
6. ELECTRIC SOLENOID RELEASE CONTROL HEAD. CONNECT TO CAFSCP.
7. CLEAN AGENT ABORT STATION.
8. ALL EXISTING OPEN FLOOR, WALL, AND ROOF PENETRATIONS TO BE SEALED AIRTIGHT.
9. VISUAL DEVICE CONNECTIONS TO THE CAFSCP - CLEAN AGENT DISCHARGE.
10. CLEAN AGENT CYLINDER AND DISTRIBUTION PIPING AND DISCHARGE NOZZLES. PROVIDE NOZZLE LAYOUT AS REQUIRED TO MAINTAIN COVERAGE. NOZZLES TO BE LOCATED ABOVE FLOOR.
11. PROVIDE OSHA REQUIRED, WALL MOUNTED, SELF CONTAINED BREATHING APPARATUS (SCBA) MSA 1008293 WITH ELON WC12Y10B OR EQUAL.
12. CLEAN AGENT CYLINDERS. APPROXIMATE VOLUME PER CYLINDER OF 140 LBS FOR ASSOCIATED ZONE. 2 CYLINDERS PER ZONE. MANUFACTURER/CONTRACTOR TO DETERMINE FINAL SIZE OF CYLINDERS AND PIPING AND LOCATIONS OF HEEDS.
13. PROVIDE NEW GASKET AROUND ENTIRE DOOR AND PROVIDE BOTTOM OF DOOR WITH NEW DOOR SWEEP.
14. CLEAN ACCENT FIRE SUPPRESSION SYSTEM AREA SMOKE DETECTOR.

0 4' 8'
SCALE: 1/2"=1'-0"

WILCO TEXAS

CLEARY ZIMMERMANN ENGINEERS

STATE OF TEXAS
AARON T. LOVELOCK
145763
LICENSED
PROFESSIONAL ENGINEER

WILLIAMSON COUNTY
SERVER ROOM FIRE SUPPRESSION
Georgetown, TX 78626
405 Martin Luther King Jr. St.

Drawn	AP
Checked	TW
Date	23 APR 2025
Project No.	240743
Revisions	

SHEET TITLE
ENLARGED FLOOR PLAN - SERVER ROOM

SHEET NO.
ME201
6 OF 8

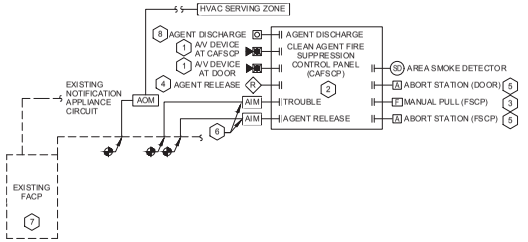
			CONTROL UNIT ANNUNCIATION (AT PANEL)									NAC		REQUIRED FIRE SAFETY CONTROL				
			DISPLAY EVENT INFORMATION ON CONTROL PANEL LCD SCREEN	ALARM LED. (RED) ILLUMINATED	ALARM PIEZO (AUDIBLE) ACTIVATED (ON STEADY)	TROUBLE L.E.D. (YELLOW) ILLUMINATED	TROUBLE PIEZO (AUDIBLE) ACTIVATED (30 PPM)	SUPERVISORY* L.E.D. (YELLOW) ILLUMINATED	SUPERVISORY* PIEZO (AUDIBLE) ACTIVATED (80 PPM)	ACTIVATE INTERIOR HORN STROBE "GENERAL ALARM" (30 PPM)	ACTIVATE EXTERIOR STROBE "DISCHARGE" (ON STEADY)	ALARM SIGNAL SENT TO BLDG. F.A.C.P.	TROUBLE SIGNAL SENT TO BLDG. F.A.C.P.	SUPERVISORY SIGNAL SENT TO BLDG. F.A.C.P.	"SHUT DOWN ROOM HVAC UNITS" SYSTEM AND CLOSE MOTORIZED DAMPERS	ACTIVATE 30 SECOND DISCHARGE TIME DELAY	AGENTS RELEASE ABORTED UNTIL ABORT SWITCH RELEASED	AGENTS RELEASE
			A	B	C	D	E	F	G	H	I	J	K	L	M	N	P	Q	R
INPUTS	1	MANUAL PULL STATION ACTIVATION*	X	X	X								X	X			X		X
	2	1ST DETECTOR IN ALARM	X	X	X						X			X					
	3	2ND DETECTOR IN ALARM	X	X	X						X			X			X	X	
	4	30 SECOND TIME DELAY REACHES ZERO	X	X	X								X	X	X				X
	5	ABORT BUTTON DEPRESSED DURING COUNTDOWN	X				X	X							X			X	
	6	NOTIFICATION APPLIANCE CIRCUIT SHORT	X				X	X							X				
	7	F.S.C.P. A.C. POWER FAILURE	X				X	X							X				
	8	F.S.C.P. SYSTEM LOW BATTERY	X				X	X							X				
	9	OPEN CIRCUIT	X				X	X							X				
	10	GROUND FAULT	X						X	X						X			
	11	RELEASING CIRCUIT DISABLE SWITCH DISABLED	X																

* CONTROL PANEL MUST BE RESET DURING ABORT SWITCH OPERATION. RELEASE OF ABORT SWITCH DURING THE 30 SECOND TIME DELAY WILL ALLOW THE COUNTDOWN TO CONTINUE DOWN TO ZERO THEN HOLD. THE AGENT DISCHARGE OCCURS WHEN COUNTDOWN REACHES ZERO.

** CONTROL PANEL MUST SHUT DOWN BOTH HVAC UNITS SERVING ZONE, RTU-4 AND AHU-33-C2. SEE OVERALL PLAN FOR LOCATIONS. EXISTING BAS SYSTEM SHALL ALERT USER TO HVAC UNITS' SHUTDOWN. MANUAL RESET OF HVAC UNITS REQUIRED UPON SHUTDOWN DUE TO FIRE ALARM CONTROL PANEL.

BASIS OF DESIGN: MINIMAX MX-1230

1 ME501 CLEAN AGENT SEQUENCE OF OPERATION
N. T. S.



2 ME501 CLEAN AGENT FIRE SUPPRESSION CONTROL PANEL SCHEMATIC
N. T. S.

KEYED NOTES:

1. PROVIDE AUDIBLE / VISUAL DEVICE CONNECTED TO THE CAFSCP. PROVIDE A NEW ENGRAVED SIGN (YELLOW BACKGROUND WITH BLACK LETTERS 3/4" HIGH) TO READ: "SMOKE DETECTED IN SERVER ROOM".
2. CLEAN AGENT FIRE SUPPRESSION CONTROL (CAFSCP).
3. MANUAL PULL STATION. CONNECT TO CAFSCP.
4. ELECTRIC SOLENOID RELEASE CONTROL HEAD. CONNECT TO CAFSCP.
5. CLEAN AGENT ABORT STATION.
6. LOCATE "AIM" INPUT DEVICES FOR CAFSCP DETAIL.
7. FIRE ALARM CONTROL PANEL. EXISTING.
8. VISUAL DEVICE CONNECTIONS TO THE CAFSCP - CLEAN AGENT DISCHARGE.

EXISTING PANEL "LZ"

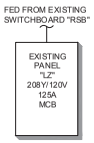
LOCATION: ATTIC | VOLTAGE: 208/120 V | KAIC: EXISTING | BUSSING SHALL BE FULLY RATED
MOUNTING: SURFACE | PHASE: 3 P / 4W | CODES: 0=EQPT, 1=RCPT, 2=LTG, 3=A/C, 4=HEAT
ENCLOSURE: NEMA 1 STYLE: EATON | BUSSING: 225 A | 5=CONTINUOUS MOTORS, 6=LRG ST MOTOR
BRKR MTG: BOLT-ON PRL2a | MCB: 125 A | ACCESSORIES: 42 SPACE
BREAKERS: 75 DEGREE TERMINALS | MLO: A

CODE	BRKR	CIRCUIT USE	CKT	LOAD	A	B	C	LOAD	CKT	CIRCUIT USE	BRKR	CODE
	20/1	*BUSSED SPACE*	1		X				2			
	20/1	*BUSSED SPACE*	3			X			4	*MAIN BREAKER*	*100/4*	
	20/1	*BUSSED SPACE*	5				X		6			
	20/1	*SPARE*	7		X				8			
	20/1	*SPARE*	9			X			10	*UNLABLED*	20/1	
	20/1	*SPARE*	11				X		12	*SPARE*	20/1	
	20/1	*UNLABLED*	13		X				14	*SPARE*	20/1	
	20/1	*UNLABLED*	15			X			16	*UNLABLED*	20/1	
	20/1	*UNLABLED*	17				X		18	*SPARE*	20/1	
	20/1	*UNLABLED*	19		X				20	*SPARE*	20/1	
	20/1	*UNLABLED*	21			X			22	*UNLABLED*	20/1	
	20/1	*UNLABLED*	23				X		24	*UNLABLED*	20/1	
	20/1	*SPARE*	25		X				26	*UNLABLED*	20/1	
	20/1	*UNLABLED*	27			X			28	*UNLABLED*	20/1	
	20/1	*UNLABLED*	29				X		30	*UNLABLED*	20/1	
	20/1	*UNLABLED*	31		X				32	*UNLABLED*	20/1	
	20/1	*UNLABLED*	33			X			34	*UNLABLED*	20/1	
	20/1	*UNLABLED*	35				X		36	*UNLABLED*	20/1	
	20/1	*UNLABLED*	37		X				38	*UNLABLED*	20/1	
	20/1	*UNLABLED*	39			X		*40*	40	***FIRE SMOKE DAMPER - SERVER ROOM(NOTE1)***	20/1	0
	20/1	*UNLABLED*	41				X	*40*	42	***SERVER ROOM - FIRE SUPPRESSION SYSTEM CP (NOTE 1)***	20/1	0

	EQPT VA	RCPT VA	LTG VA	AC/HEAT VA	MOTORS	CONN VA	FTL VA	PANEL VA	PHASE AMP
PHASE A	0	0	0	0	0	0		0	0
PHASE B	0	0	0	0	0	0		0	0
PHASE C	40	0	0	0	0	40		40	0
TOTAL	40	0	0	0	0	40		40	

PANEL DESIGN KVA: 0.04 | PANEL SUBTOTAL: 0 AMPS
RESERVE CAPACITY KVA: 0.01 | RESERVE CAPACITY: 0 AMPS
TOTAL KVA: 0.05 | PANEL DESIGN CURRENT: 0 AMPS

NOTES:
1. MARK CIRCUIT BREAKER RED AND PROVIDE A LOCK-ON TRIP-FREE DEVICE.



3 ME501 ELECTRICAL PARTIAL ONE-LINE DIAGRAM
N. T. S.

WILCO TEXAS

CLEARY ZIMMERMANN ENGINEERS
Texas No. T-3687 | ClearyZimmerman.com

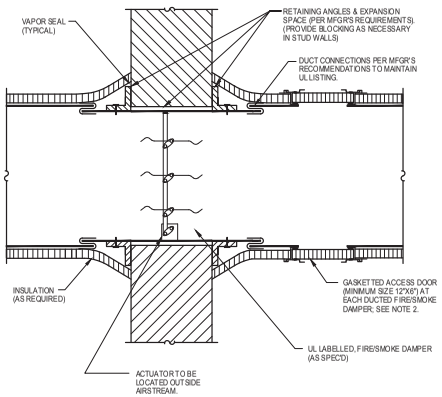
STATE OF TEXAS
AARON T. LOVELOCK
145763
LICENSED PROFESSIONAL ENGINEER

WILLIAMSON COUNTY
SERVER ROOM FIRE SUPPRESSION
405 Martin Luther King Jr. St.
Georgetown, TX 78626

Drawn	AP
Checked	TW
Date	23 APR 2025
Project No.	240743
Revisions	

SHEET TITLE
SCHEDULES AND DETAILS

SHEET NO.
ME501
7 OF 8



NOTES:

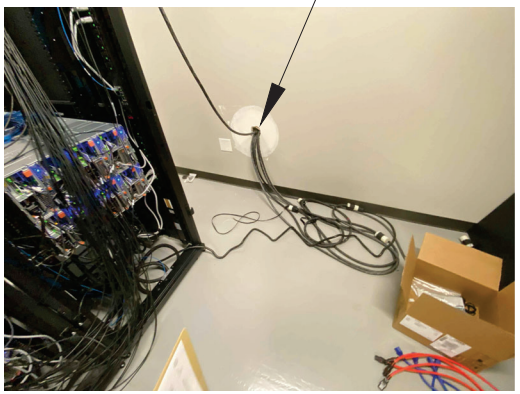
1. INSTALLATION MUST BE PER MANUFACTURER'S REQUIREMENTS TO MAINTAIN UL LISTING. WHEN CLOSED, DAMPER BLADES MUST BE WITHIN THE PLANE OF THE WALL.
2. ACCESS DOOR PROVIDED SHALL GASKETTED (AND INSULATED, DOUBLE WALL CONSTRUCTION ON INSULATED DUCTS); DOOR SHALL CLOSE AGAINST AIR PRESSURE, I.E. OPEN "IN" ON NEGATIVE PRESSURE, "OUT" AGAINST POSITIVE PRESSURE. LABEL PER NFPA 90A, 2.3.4.2.
3. HORIZONTAL OR FLOOR MOUNTING IS SIMILIAR.
4. THIS IS NOT INTENDED TO SERVE AS A CEILING RADIATION DAMPER.

1 / ME502 MULTI-BLADE FIRE/SMOKE DAMPER DETAIL
NO SCALE

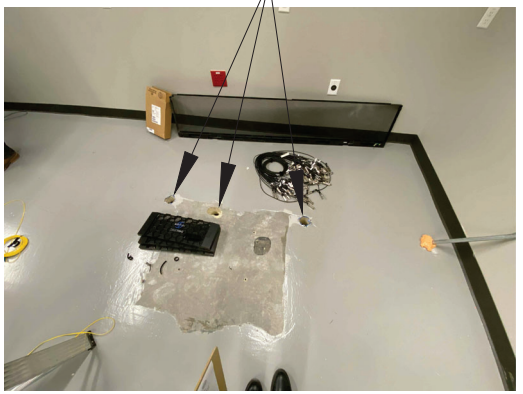
OPEN PENETRATION HIGH IN WALL:



OPEN LOW PENETRATIONS IN WALL:



OPEN FLOOR PENETRATIONS:



GENERAL NOTE: PHOTOS DO NOT INDICATE FULL SCOPE OF PENETRATIONS TO BE SEALED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO IDENTIFY AND SEAL ALL EXISTING OPEN PENETRATIONS.

2 / ME502 EXISTING ROOM PENETRATIONS TO BE SEALED
NO SCALE

WILCO TEXAS

CLEARY ZIMMERMANN ENGINEERS

STATE OF TEXAS
AARON T. LOVELOCK
145763
LICENSED PROFESSIONAL ENGINEER

WILLIAMSON COUNTY
SERVER ROOM FIRE SUPPRESSION
405 Martin Luther King Jr. St.
Georgetown, TX 78626

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Revisions	

SHEET TITLE
SCHEDULES AND DETAILS

SHEET NO.
ME502
8 OF 8

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:
2025-1323776

Date Filed:
06/12/2025

Date Acknowledged:

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

Texas AirSystems
Austin, TX United States

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

Williamson County

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

4509-1009
HVAC/Fire Suppression for IT from

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 Blake Randig, and my date of birth is [redacted].

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

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

Executed in Williamson County, State of Tx, on the 12 day of 6 (month), 20 25 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1323776

Date Filed:
06/12/2025

Date Acknowledged:
06/17/2025

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

Williamson County
Georgetown, TX United States

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

Williamson County

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

4509-1009
HVAC/Fire Suppression for IT from

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: 06/24/2025

Official Designated Representative (ODR) for Project Manager - Matt Weber

Submitted For: Dale Butler **Submitted By:** Christy Matoska, Facilities Managemen

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the appointment of Williamson County Facilities Project Manager, Matt Weber, for specific projects, with general authority to approve invoices and change orders for designated Williamson County Facilities Management projects for any increase or decrease in cost of $25,000 or less in accordance with Section 262.031 of the Local Government Code; changes in Plans and Specifications; provided, however, the original contract price my not be increased by more than 25% and the original contract price may not be decreased by 18% or more without consent of the contractor (Local Government Code Section 262.031).

Background

A request is being made for this authority due to the nature of performing contract work within the projects and the necessity of an uninterrupted workflow to allow for continuity of schedules between staff and the contractor. Section 262.031 of the Local Government Code allows for the grant of such authority up to $25,000. Project Managers will serve as the Project Managers on the projects. Any change orders that are approved by Project Managers will be placed on the Commissioners Court agenda the following week.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	06/17/2025 11:56 AM
County Judge Exec Asst.	Delia Colon	06/18/2025 04:47 PM
Form Started By: Christy Matoska		Started On: 06/17/2025 11:40 AM
Final Approval Date: 06/18/2025		

Commissioners Court - Regular Session **28.**

Meeting Date: 06/24/2025

Award of IFB #25IFB48 for FM 971 Granger Turn Lanes Project for HNTB

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB #25IFB48 to Lone Star Sitework LLC, Inc. for the FM 971 Granger Turn Lanes Project for HNTB, for the amount of $1,161,629.00 and authorize execution of this agreement, the funding source is P688.

Background

Williamson County sent out One Thousand, Nine Hundred and Seven (1,907) notifications to Fifty-Five (55) document takers and received Four (4) submittals that were reviewed, and the apparent low bid, Lone Star Sitework, LLC, was found to be responsive and materially balanced. It is recommended that Williamson County award Lone Star Sitework, LLC. The funding source is P688, the Origination ID #2579, and Dana Ladzinski, P.E. (HNTB) is the Point of Contact.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

25IFB48 Recommendation of Award

1295 Lone Star Sitework LLC

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/18/2025 10:30 AM
County Judge Exec Asst.	Delia Colon	06/18/2025 10:41 AM
Form Started By: Vickie Johnson		Started On: 06/17/2025 12:11 PM
Final Approval Date: 06/18/2025		

STANDARD FORM OF AGREEMENT

STATE OF TEXAS

WILLIAMSON COUNTY

THIS STANDARD FORM OF AGREEMENT (the "Agreement") is by and between WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter called "County") and Lone Star Sitework, LLC (hereinafter called "Contractor").

The County and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. Work

Contractor shall complete all Work as specified or indicated in the Contract Documents. The "Project" is generally described as follows:

Project No. **P688 – FM 971 - Granger**

Article 2. Engineer of Record

The Project has been designed by **AtkinsRealis**, who is hereinafter called the "Engineer of Record" and who is to act as the County's design professional.

Article 3. Contract Time

The Work shall be Substantially Completed in **70** calendar days (the "Contract Time"). Following Substantial Completion, the Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the time specified in the Special Conditions.

Article 4. Contract Price

County shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 4.1 below (the "Contract Price"):

4.1 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Bid Form, and as totaled below:

TOTAL OF ALL UNIT PRICES One Million, One Hundred Sixty-One Thousand, Six Hundred Twenty-Nine Dollars and Zero Cents $1,161,629.00 (dollars)

As provided in the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by the Engineer of Record.

Article 5. Contractor's Representations

In order to induce County to enter into this Agreement, Contractor makes the following representations:

5.1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including the "technical data".

5.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

5.3 Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

5.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that the County and Engineer of Record do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

5.5 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

5.6 Contractor has given Engineer of Record written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer of Record is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5.7 Contractor represents and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of its obligations under the Contract Documents.

5.8 Contractor warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Agreement, and the individual executing the Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has all necessary partnership power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations under the Contract Documents; and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

5.9 Neither the execution and delivery of this Agreement by Contractor nor the performance of its obligations under the Contract Documents will result in the violation of any provision, if a corporation, of its articles of incorporation or by-laws, if a limited liability company, of its articles of organization or regulations, or if a partnership, by any partnership agreement by which Contractor is bound, or any agreement by which Contractor is bound or to the best of the Contractor's knowledge and belief, will conflict with any order or decree of any court or governmental instrumentality relating to Contractor.

5.10 Except for the obligation of the County to pay Contractor the Contract Price pursuant to the terms of the Contract Documents, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth in the Contract Documents, County 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 County to Contractor, no present or future partner or affiliate of County or any agent, officer, director, or employee of County, or of the various departments comprising Williamson County, or anyone claiming under County 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 6. Contract Documents

The "Contract Documents," which comprise the entire agreement between the County and Contractor concerning the Work, consist of the following:

6.1 This Standard Form of Agreement

6.2 Performance Bond

6.3 Payment Bond

6.4 Maintenance Bond

6.5 Certificate of Insurance

6.6 Wage Rates

6.7 General Conditions

6.8 Special Conditions

6.9 Technical Specifications

6.10 Plan Drawings

6.11 Addenda numbers 1 to 1, inclusive

6.12 Contractor's Bid Affidavit and Bid Form

6.13 Documentation submitted by Contractor prior to Notice of Award.

6.14 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to applicable sections in the General Conditions.

The documents listed in paragraphs 6.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

Article 7. Miscellaneous

7.1 Terms used in this Agreement, which are defined in the General Conditions, will have the meanings indicated in the General Conditions.

7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that

may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

7.3 The County and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

7.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken position.

7.5 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.

7.6 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.

7.7 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.

7.8 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.

7.9 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.

7.10 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 or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

7.11 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 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.

7.12 County and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to the County, Contractor and Engineer of Record. All portions of the Contract Documents have been signed, initialed or identified by County and Contractor or identified by Engineer of Record on their behalf.

7.13 This Agreement and the Contract Documents represent 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 CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

This Agreement will be effective on _____, 20_____ (which is the "Effective Date" of the Agreement).

COUNTY_____

By:_____
Steven Snell,
Williamson County Judge

Attest_____

CONTRACTOR **Lone Star Sitework, LLC**

By: _____

Title: Cullen Harrison, Managing Member

[CORPORATE SEAL]

Attest _____

Williamson County Road Bond Program
FM 971 (Granger)
June 10, 2025

Bid Comparison

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate ($)	Difference from Engineer's Estimate (%)	Difference from Low Bid ($)	Difference from Low Bid (%)
Lone Star Sitework, LLC	$ 1,161,629.00	1	$14,866.21	1.3%	$ -	0.0%
Aaron Concrete Contractors, L.P.	$ 1,181,630.40	2	$34,867.61	3.0%	$ 20,001.40	1.7%
Joe Bland Construction	$ 1,680,584.00	3	$533,821.21	46.6%	$ 518,955.00	44.7%

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Lone Star Sitework, LLC		Aaron Concrete Contractors, L.P.		Joe Bland Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-7002	PREPARING ROW	16	STA	$ 3,500.00	$ 56,000.00	$ 475.00	$ 7,600.00	$ 478.00	$ 7,648.00	$ 3,500.00	$ 56,000.00
2	110-7001	EXCAV (ROADWAY)	2,904	CY	$ 30.00	$ 87,120.00	$ 28.00	$ 81,312.00	$ 30.00	$ 87,120.00	$ 48.00	$ 139,392.00
3	132-7005	EMBANK (FNL)(OC)(TY C)	159	CY	$ 30.00	$ 4,770.00	$ 45.00	$ 7,155.00	$ 67.00	$ 10,653.00	$ 100.00	$ 15,900.00
4	160-7002	FURN & PLACE TOPSOIL (4")	2,308	SY	$ 4.00	$ 9,232.00	$ 17.00	$ 39,236.00	$ 7.00	$ 16,156.00	$ 6.00	$ 13,848.00
5	164-7010	DRILL SEED (PERM_RURAL_CLAY)	7,320	SY	$ 0.44	$ 3,220.80	$ 0.39	$ 2,854.80	$ 0.45	$ 3,294.00	$ 1.00	$ 7,320.00
6	164-7015	DRILL SEED (TEMP_WARM_COOL)	7,320	SY	$ 0.44	$ 3,220.80	$ 0.39	$ 2,854.80	$ 0.42	$ 3,074.40	$ 1.00	$ 7,320.00
7	168-7001	VEGETATIVE WATERING	69.0	TGL	$ 25.00	$ 1,725.00	$ 260.00	$ 17,940.00	$ 43.00	$ 2,967.00	$ 35.00	$ 2,415.00
8	169-7030	SOIL RET BLKT(CHAN_TEMP_4 PSF)	2,308	SY	$ 2.00	$ 4,616.00	$ 1.80	$ 4,154.40	$ 3.00	$ 6,924.00	$ 3.00	$ 6,924.00
9	247-7179	FL BS (CMP IN PLC)(TY A GR 5)(FNAL POS	770	CY	$ 55.00	$ 42,350.00	$ 140.00	$ 107,800.00	$ 97.00	$ 74,690.00	$ 120.00	$ 92,400.00
10	260-7005	LIME (COM OR QK)(SLURRY)	59	TON	$ 350.00	$ 20,650.00	$ 520.00	$ 30,680.00	$ 388.00	$ 22,892.00	$ 410.00	$ 24,190.00
11	260-7020	LIME TRT (SUBGRADE) (8")	3,263	SY	$ 33.00	$ 107,679.00	$ 11.00	$ 35,893.00	$ 11.00	$ 35,893.00	$ 40.00	$ 130,520.00
12	310-7015	PRIME COAT (MULTI OPTION)	486	GAL	$ 10.00	$ 4,860.00	$ 7.00	$ 3,402.00	$ 12.00	$ 5,832.00	$ 7.00	$ 3,402.00
13	341-7001	D-GR HMA TY-B PG64-22	906	TON	$ 125.00	$ 113,250.00	$ 189.00	$ 171,234.00	$ 167.00	$ 151,302.00	$ 190.00	$ 172,140.00
14	341-7056	D-GR HMA TY-D PG76-22	347	TON	$ 140.00	$ 48,580.00	$ 252.00	$ 87,444.00	$ 225.00	$ 78,075.00	$ 250.00	$ 86,750.00
15	341-7059	D-GR HMA TY-D PG76-22 (LEVEL-UP)	35	TON	$ 1,000.00	$ 35,000.00	$ 252.00	$ 8,820.00	$ 225.00	$ 7,875.00	$ 250.00	$ 8,750.00
16	347-7002	TOM-C PG76-22 SAC-B	390	TON	$ 140.00	$ 54,600.00	$ 300.00	$ 117,000.00	$ 279.00	$ 108,810.00	$ 310.00	$ 120,900.00
17	351-7009	FLEXIBLE PAVEMENT STRUCTURE REPAIR(10"	689	SY	$ 130.00	$ 89,570.00	$ 135.00	$ 93,015.00	$ 123.00	$ 84,747.00	$ 145.00	$ 99,905.00
18	432-7001	RIPRAP (CONC)(4 IN)	20	CY	$ 2,000.00	$ 40,000.00	$ 975.00	$ 19,500.00	$ 814.00	$ 16,280.00	$ 1,400.00	$ 28,000.00
19	464-7003	RC PIPE (CL III)(18 IN)	76	LF	$ 175.00	$ 13,300.00	$ 140.00	$ 10,640.00	$ 144.00	$ 10,944.00	$ 275.00	$ 20,900.00
20	467-7308	SET (TY II) (18 IN) (RCP) (6: 1) (P)	2	EA	$ 1,800.00	$ 3,600.00	$ 2,300.00	$ 4,600.00	$ 3,134.00	$ 6,268.00	$ 2,500.00	$ 5,000.00
21	500-7001	MOBILIZATION	1	LS	$ 101,771.19	$ 101,771.19	$ 57,800.00	$ 57,800.00	$ 97,000.00	$ 97,000.00	$ 75,000.00	$ 75,000.00
22	502-7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	5	MO	$ 7,000.00	$ 35,000.00	$ 1,920.00	$ 9,600.00	$ 3,344.00	$ 16,720.00	$ 42,500.00	$ 212,500.00
23	503-7002	PORTABLE CHANGEABLE MESSAGE SIGN	2	EA	$ 12,500.00	$ 25,000.00	$ 2,400.00	$ 4,800.00	$ 9,604.00	$ 19,208.00	$ 13,500.00	$ 27,000.00
24	505-7001	TMA (STATIONARY)	108	DAY	$ 300.00	$ 32,400.00	$ 300.00	$ 32,400.00	$ 285.00	$ 30,780.00	$ 335.00	$ 36,180.00
25	506-7002	ROCK FILTER DAMS (INSTALL) (TY 2)	20	LF	$ 50.00	$ 1,000.00	$ 111.00	$ 2,220.00	$ 90.00	$ 1,800.00	$ 85.00	$ 1,700.00
26	506-7011	ROCK FILTER DAMS (REMOVE)	20	LF	$ 15.00	$ 300.00	$ 90.00	$ 1,800.00	$ 26.00	$ 520.00	$ 25.00	$ 500.00
27	506-7039	TEMP SEDMT CONT FENCE (INSTALL)	4,171	LF	$ 5.00	$ 20,855.00	$ 4.80	$ 20,020.80	$ 4.00	$ 16,684.00	$ 5.00	$ 20,855.00
28	506-7041	TEMP SEDMT CONT FENCE (REMOVE)	4,171	LF	$ 2.00	$ 8,342.00	$ 0.60	$ 2,502.60	$ 1.00	$ 4,171.00	$ 1.00	$ 4,171.00
29	530-7006	DRIVEWAYS (CONC)	212	SY	$ 100.00	$ 21,200.00	$ 137.00	$ 29,044.00	$ 109.00	$ 23,108.00	$ 185.00	$ 39,220.00
30	530-7010	DRIVEWAYS (ACP)	89	SY	$ 50.00	$ 4,450.00	$ 105.00	$ 9,345.00	$ 165.00	$ 14,685.00	$ 175.00	$ 15,575.00
31	560-7012	RELOCATE EXISTING MAILBOX	1	EA	$ 400.00	$ 400.00	$ 500.00	$ 500.00	$ 624.00	$ 624.00	$ 750.00	$ 750.00
32	644-7001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	7	EA	$ 700.00	$ 4,900.00	$ 1,165.00	$ 8,155.00	$ 1,244.00	$ 8,708.00	$ 1,500.00	$ 10,500.00
33	644-7064	IN SM RD SN SUP&AM (INST SIGN ONLY)	4	EA	$ 350.00	$ 1,400.00	$ 103.00	$ 412.00	$ 110.00	$ 440.00	$ 275.00	$ 1,100.00
34	644-7065	RELOCATE SM RD SN SUP&AM TY 10BWG	1	EA	$ 675.00	$ 675.00	$ 1,067.00	$ 1,067.00	$ 1,139.00	$ 1,139.00	$ 780.00	$ 780.00
35	662-7112	WK ZN PAV MRK SHT TERM (TAB)TY W	618	LF	$ 2.00	$ 1,236.00	$ 4.00	$ 2,472.00	$ 7.00	$ 4,326.00	$ 2.00	$ 1,236.00
36	666-7018	REFL PAV MRK TY I (W)8"(DOT)(100MIL)	50	LF	$ 3.00	$ 150.00	$ 12.00	$ 600.00	$ 13.00	$ 650.00	$ 12.00	$ 600.00
37	666-7024	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	689	LF	$ 2.00	$ 1,378.00	$ 3.70	$ 2,549.30	$ 4.00	$ 2,756.00	$ 4.00	$ 2,756.00
38	666-7042	REFL PAV MRK TY I (W)(ARROW)(100MIL)	4	EA	$ 250.00	$ 1,000.00	$ 360.00	$ 1,440.00	$ 384.00	$ 1,536.00	$ 365.00	$ 1,460.00
39	666-7066	REFL PAV MRK TY I (W)(WORD)(100MIL)	4	EA	$ 250.00	$ 1,000.00	$ 450.00	$ 1,800.00	$ 480.00	$ 1,920.00	$ 455.00	$ 1,820.00
40	666-7123	REFL PAV MRK TY I (Y)24"(SLD)(100MIL)	484	LF	$ 15.00	$ 7,260.00	$ 9.30	$ 4,501.20	$ 10.00	$ 4,840.00	$ 10.00	$ 4,840.00
41	666-7175	RE PM TY II (W) 6" (SLD)	3,085	LF	$ 1.00	$ 3,085.00	$ 1.20	$ 3,702.00	$ 1.00	$ 3,085.00	$ 2.00	$ 6,170.00
42	666-7177	RE PM TY II (W) 8" (DOT)	50	LF	$ 1.00	$ 50.00	$ 2.40	$ 120.00	$ 3.00	$ 150.00	$ 3.00	$ 150.00
43	666-7179	RE PM TY II (W) 8" (SLD)	689	LF	$ 1.00	$ 689.00	$ 1.90	$ 1,309.10	$ 2.00	$ 1,378.00	$ 2.00	$ 1,378.00
44	666-7186	RE PM TY II (W) (ARROW)	4	EA	$ 125.00	$ 500.00	$ 90.00	$ 360.00	$ 96.00	$ 384.00	$ 90.00	$ 360.00
45	666-7194	RE PM TY II (W) (WORD)	4	EA	$ 125.00	$ 500.00	$ 150.00	$ 600.00	$ 160.00	$ 640.00	$ 150.00	$ 600.00
46	666-7213	RE PM TY II (Y) 6" (SLD)	4,880	LF	$ 1.00	$ 4,880.00	$ 1.25	$ 6,100.00	$ 1.00	$ 4,880.00	$ 2.00	$ 9,760.00
47	666-7217	RE PM TY II (Y) 24" (SLD)	484	LF	$ 2.00	$ 968.00	$ 3.00	$ 1,452.00	$ 3.00	$ 1,452.00	$ 3.00	$ 1,452.00
48	666-7266	RE PROFILE PM TY I(W)6"(SLD)(100MIL)	3,085	LF	$ 1.00	$ 3,085.00	$ 3.10	$ 9,563.50	$ 3.00	$ 9,255.00	$ 3.00	$ 9,255.00
49	666-7270	RE PROFILE PM TY I(Y)6"(SLD)(100MIL)	4,880	LF	$ 1.00	$ 4,880.00	$ 3.10	$ 15,128.00	$ 3.00	$ 14,640.00	$ 3.00	$ 14,640.00
50	672-7002	REFL PAV MRKR TY I-C	36	EA	$ 6.00	$ 216.00	$ 9.30	$ 334.80	$ 10.00	$ 360.00	$ 10.00	$ 360.00
51	672-7004	REFL PAV MRKR TY II-A-A	244	EA	$ 6.00	$ 1,464.00	$ 9.30	$ 2,269.20	$ 10.00	$ 2,440.00	$ 10.00	$ 2,440.00
52	685-7004	INSTL RDSD FLSH BCN ASSM (SOLAR PWRD)	2	EA	$ 7,000.00	$ 14,000.00	$ 10,200.00	$ 20,400.00	$ 10,885.00	$ 21,770.00	$ 12,150.00	$ 24,300.00
53	3007-7001	BONDING COURSE	508	GAL	$ 6.00	$ 3,048.00	$ 7.00	$ 3,556.00	$ 4.00	$ 2,032.00	$ 2.00	$ 1,016.00
CITY OF GRANGER WATER LINE												
54	505S-B	ENCASEMENT PIPE 4" SDR 26 PVC (OPEN CUT)	43	LF	$ 80.00	$ 3,440.00	$ 150.00	$ 6,450.00	$ 69.00	$ 2,967.00	$ 185.00	$ 7,955.00
55	509S-1	TRENCH EXCAVATION SAFETY PROTECTION SYSTEM (ALL DEPTHS)	1,083	LF	$ 4.00	$ 4,332.00	$ 5.00	$ 5,415.00	$ 3.00	$ 3,249.00	$ 8.00	$ 8,664.00
56	510-AW-1-DIA	PIPE, 1 IN DIA HDPE (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	1,083	LF	$ 55.00	$ 59,565.00	$ 8.50	$ 9,205.50	$ 83.00	$ 89,889.00	$ 55.00	$ 59,565.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Lone Star Sitework, LLC		Aaron Concrete Contractors, L.P.		Joe Bland Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
57	SP510-BWM-1"X1" DIA	WATER SERVICE RELOCATION, INCLUDING CORPORATION STOP, TAP TO MAIN, WATER METER, AS WELL AS REMOVAL OF THE EXISTING COMPONENTS	2	EA	$ 2,000.00	$ 4,000.00	$ 2,250.00	$ 4,500.00	$ 2,500.00	$ 5,000.00	$ 3,500.00	$ 7,000.00
NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT. DO NOT MAKE CHANGES TO THIS SECTION.												
58	999-WC01	FORCE ACCOUNT	25000	DOL	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$ 1,146,762.79**		**$ 1,161,629.00**		**$ 1,181,630.40**		**$ 1,680,584.00**
		ACTUAL BID PROPOSAL				$1,146,762.79		$1,161,629.00		$1,181,630.40		$1,680,584.00
		ADJUSTMENT DIFFERENCE				$0.00		$0.00		$0.00		$0.00
		Acknowledgement of Addendum						Y		Y		Y
		Bid Affidavit						Y		Y		Y
		Bidder References (Minimum of Three)						Y		Y		Y
		Child Support-Business Ownership Form						Y		Y		Y
		Conflict of Interest Questionnaire						Y		Y		Y
		Debarment Certification						Y		Y		Y
		TxDOT Precertified Contractor (if applicable to Contract)						Y		Y		Y

AtkinsRéalis

Dana Ladzinski, PE, Project Manager
HNTB Corporation
200 W. 6th Street, Suite 2400
Austin, TX 78701

Ms. Ladzinski,

11 June 2025

Subject: FM 971 Granger – Contractor Bids

On June 10, 2025, contractor bids were submitted and opened for the FM 971 Granger project. We have reviewed the bids and a summary of contractor bid amount is as follows:

1.	LONE STAR SITEWORK, LLC	$1,161,629.00
2.	AARON CONCRETE CONTRACTORS, LLC	$1,181,630.40
3.	JOE BLAND CONSTRUCTION LLC	$1,680,584.00

A detailed bid analysis and comparison is attached for your records. The bids ranged from 1.30 percent to 46.55 percent over the Engineer's Estimate. There were no errors detected, mathematical or otherwise, that would require disqualification of any of the bidders. Lone Star Sitework, LLC submitted the lowest bid in the amount of $1,161,629.00 at 1.30 percent over the Engineer's Estimate.

Based on the low bid amount, we recommend that Lone Star Sitework, LLC be awarded the contract.

Let us know if you have any questions.

Yours sincerely,

Thomas Le, P.E.
Project Manager

Attachment: Bid Tab Analysis

AtkinsRéalis
11801 Domain Blvd
Suite 500
Austin, TX 78758
Tel: +1 512 327 6840

atkinsrealis.com

HNTB Corporation
The HNTB Companies
Engineers Architects Planners

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

Telephone (512) 744-9082
www.hntb.com

June 16, 2025

Williamson County Purchasing Department
100 Wilco Way
Suite P101
Georgetown, Texas 78626

Attention: Kerstin Hancock
Deputy Purchasing Agent

Re: Williamson County Road Bond Program
FM 971 (Granger)
Williamson County Project No. 25IFB48
Recommendation of Contractor Award

Dear Ms. Hancock,

Please find attached the bid tabulation for the subject-referenced project. The bids have been reviewed and the apparent low bid (Lone Star Sitework, LLC) was found to be responsive and materially balanced. Following is a summary of the bid totals:

1.	Lone Star Sitework, LLC	$1,161,629.00
2.	Aaron Concrete Contractors, L.P.	$1,181,630.40
3.	Joe Bland Construction	$1,680,584.00

The lowest bidder was 1.3% over the Engineers Estimate. The bidding was competitive with the lowest two bidders being within 1.7% of each other.

In addition to meeting the bid qualifications subject to being low bidder, Lone Star Sitework, LLC has successfully completed previous projects for local cities performing similar work. Based on the references provided by the bidder, we concur with the recommendation of the Design Engineer, AtkinsRéalis for award of the FM 971 (Granger) construction contract to Lone Star Sitework, LLC in the amount of $1,161,629.00.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation

Oscar Salazar-Bueno, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis, Engineer's Letter of Recommendation, Standard Agreement, Form 1295

Cc: Judge Snell, Williamson County Judge
Commissioner Cook, Williamson County, Pct. 1
Commissioner Long, Williamson County, Pct. 2
Commissioner Covey, Williamson County, Pct. 3
Commissioner Boles, Williamson County, Pct. 4
Robert B. Daigh, Williamson County
Adam Boatright, Williamson County
Matt Williamson, Williamson County
Christen Eschberger, HNTB Corporation

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:
2025-1324596

Date Filed:
06/16/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Lone Star Sitework, LLC
Wimberley, 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.
FM 971 - Granger CSJ 120202018
Construction of miscellaneous work consisting of roadway and driveway aprons.

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 Cullen Harrison, 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 Hays County, State of Texas, on the 16 day of June (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:
2025-1324596

Date Filed:
06/16/2025

Date Acknowledged:
06/17/2025

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

Lone Star Sitework, LLC
Wimberley, 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.

FM 971 - Granger CSJ 120202018
Construction of miscellaneous work consisting of roadway and driveway aprons.

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

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

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **29.**

Meeting Date: 06/24/2025

Final plat for the Eldorado Phase 1 subdivision – Pct 2

Submitted For: Adam Boatright **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Eldorado Phase 1 subdivision – Precinct 2.

Background

This is the first phase of the Eldorado development. It consists of 135 single-family lots, 6 landscape/drainage lots, and 6,668 linear feet of new public roads. Roadway and drainage construction are not yet complete but a financial security in the amount of $2,168,914.00 has been posted with the County to cover the cost of the remaining construction.

Timeline
2024-12-10 – initial submittal of the final plat
2025-01-10 – 1st review complete with comments
2025-01-28 – 2nd submittal of final plat
2025-02-11 – 2nd review complete with minor comments
2025-02-25 – 3rd submittal of final plat
2025-03-11 – 3rd review complete with comments
2025-03-19 – 4th submittal of final plat
2025-04-03 – 4th review complete with comments
2025-04-11 – 5th submittal of final plat
2025-04-25 – 5th review complete with comments
2025-05-02 – 6th submittal of final plat
2025-05-14 – 6th review complete with minor comments
2025-05-22 – 7th submittal of final plat
2025-05-23 – 7th review complete with clear comments
2025-06-12 – receipt of final plat with signatures
2025-06-18 – final plat placed on June 24, 2025, Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - El Dorado Ph 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	06/18/2025 11:46 AM
Form Started By: Adam Boatright		Started On: 06/18/2025 10:35 AM
Final Approval Date: 06/18/2025		

A METES AND BOUNDS
DESCRIPTION OF A
50.679 ACRE TRACT OF LAND

BEING a 50.679 acre (2,207,582 square feet) tract of land situated in the B. Manlove Survey, Abstract No. 417, Williamson County, Texas; and being a portion of that certain 333.269 acres described in instrument to PHAU - ELDORADO 333, LLC in Document No. 2020064232 of the Official Public Records of Williamson County; and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod (with illegible plastic cap) found on the northeasterly right-of-way line of County Road 260 (variable width public right-of-way) and marking the southwest corner of that certain 85 acres described in instrument to Clyde Krause in Volume 1672, Page 391 of the Official Public Records of Williamson County;

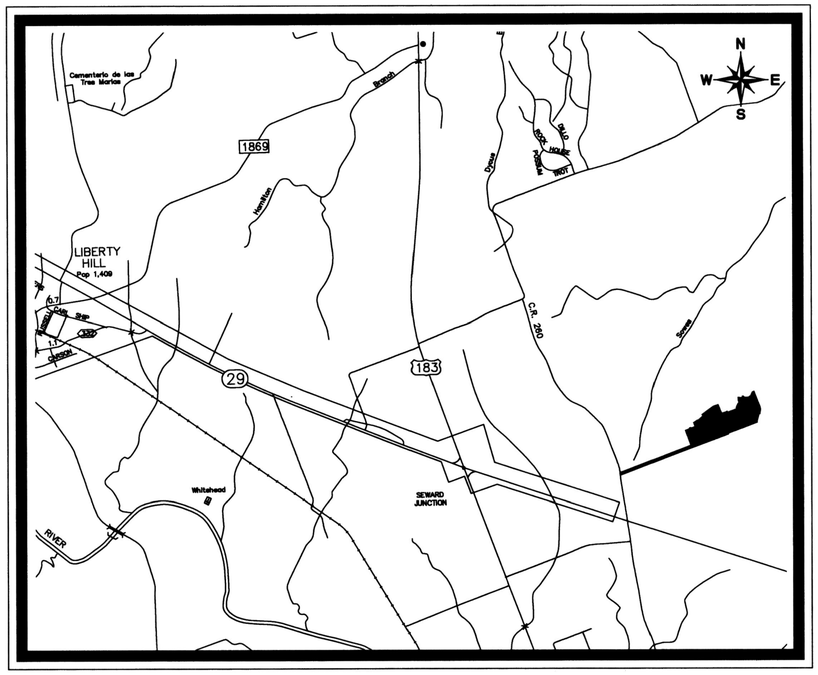
THENCE, along the southerly, easterly, and northerly boundary of said 85 acres the following two (2) calls:
1. North 69°16'16" East, 2331.86 feet to a 1/2 inch iron rod (with plastic cap stamped "AST") found for corner;
2. North 20°30'48" West, 500.92 feet to a 1/2 inch iron rod with plastic cap stamped ("KHA") set for corner;

THENCE, crossing said 333.269 acres the following forty-seven (47) calls:
1. North 69°29'12" East, 120.53 feet to a 1/2 inch iron rod with plastic cap stamped (KHA) set for the beginning of a curve;
2. in a northeasterly direction along a tangent curve to the left, having a radius of 15.00 feet, a chord of North 24°29'12" East, 21.21 feet, a central angle of 90°00'00", and an arc length of 23.56 feet to a 1/2 inch iron rod with plastic cap stamped (KHA) set for corner;
3. North 69°29'12" East, 70.00 feet to a 1/2 inch iron rod with plastic cap stamped (KHA) set for the beginning of a curve;
4. in a southeasterly direction along a non-tangent curve to the left, having a radius of 15.00 feet, a chord South 65°30'48" East, 21.21 feet, a central angle of 90°00'00", and an arc length of 23.56 feet to a 1/2 inch iron rod with plastic cap stamped (KHA) set for corner;
5. North 69°29'12" East, 100.00 feet to a 1/2 inch iron rod with plastic cap stamped (KHA) set for corner;
6. North 20°30'48" West, 121.45 feet to a 1/2 inch iron rod with plastic cap stamped (KHA) set for corner;
7. North 56°04'59" East, 152.44 feet to a 1/2 inch iron rod with plastic cap stamped (KHA) set for corner;
8. South 34°15'12" East, 16.02 feet to a 1/2 inch iron rod with plastic cap stamped (KHA) set for corner;
9. North 55°44'48" East, 50.00 feet to a 1/2 inch iron rod with plastic cap stamped (KHA) set for corner;
10. North 46°22'11" East, 156.26 feet to a 1/2 inch iron rod with plastic cap stamped (KHA) set for corner;
11. North 47°43'20" West, 47.94 feet to a 1/2 inch iron rod with plastic cap stamped (KHA) set for corner;
12. North 53°51'52" East, 432.40 feet to a 1/2 inch iron rod with plastic cap stamped (KHA) set for corner;
13. North 69°23'59" East, 87.22 feet to a 1/2 inch iron rod with plastic cap stamped (KHA) set for corner;
14. North 69°18'31" East, 100.00 feet to a 1/2 inch iron rod with plastic cap stamped (KHA) set for the beginning of a curve;
15. in a southeasterly direction along a non-tangent curve to the left, having a radius of 670.00 feet, a chord South 21°39'20" East, 22.55 feet, a central angle of 01°55'42", and an arc length of 22.55 feet to a 1/2 inch iron rod with plastic cap stamped (KHA) set for corner;
16. South 22°37'11" East, 269.34 feet to a 1/2 inch iron rod with plastic cap stamped (KHA) set for corner;
17. North 69°21'13" East, 167.74 feet to a 1/2 inch iron rod with plastic cap stamped (KHA) set for corner;
18. South 20°38'47" East, 30.00 feet to a 1/2 inch iron rod with plastic cap stamped (KHA) set for corner;
19. North 69°21'13" East, 280.00 feet to a 1/2 inch iron rod with plastic cap stamped (KHA) set for corner;
20. North 20°39'05" West, 29.32 feet to a 1/2 inch iron rod with plastic cap stamped (KHA) set for corner;
21. North 22°39'28" East, 152.99 feet to a 1/2 inch iron rod with plastic cap stamped (KHA) set for corner;
22. North 69°29'23" East, 27.42 feet to a 1/2 inch iron rod with plastic cap stamped (KHA) set for corner;
23. North 13°02'52" West, 87.44 feet to a 1/2 inch iron rod with plastic cap stamped (KHA) set for corner;
24. North 02°52'49" West, 87.44 feet to a 1/2 inch iron rod with plastic cap stamped (KHA) set for corner;
25. North 06°37'28" East, 89.89 feet to a 1/2 inch iron rod with plastic cap stamped (KHA) set for corner;
26. North 77°42'31" West, 40.08 feet to a 1/2 inch iron rod with plastic cap stamped (KHA) set for corner;
27. North 15°54'33" East, 90.74 feet to a 1/2 inch iron rod with plastic cap stamped (KHA) set for corner;
28. North 25°18'17" East, 130.84 feet to a 1/2 inch iron rod with plastic cap stamped (KHA) set for corner;
29. South 60°55'26" East, 76.88 feet to a 1/2 inch iron rod with plastic cap stamped (KHA) set for corner;
30. South 29°27'26" East, 76.63 feet to a 1/2 inch iron rod with plastic cap stamped (KHA) set for the beginning of a curve;
31. in a easterly direction along a non-tangent curve to the right, having a radius of 60.00 feet, a chord South 89°40'23" East, 59.61 feet, a central angle of 59°34'06", and an arc length of 62.38 feet to a 1/2 inch iron rod with plastic cap stamped (KHA) set for corner;
32. North 40°27'49" East, 70.57 feet to a 1/2 inch iron rod with plastic cap stamped (KHA) set for corner;
33. South 49°32'11" East, 196.93 feet to a 1/2 inch iron rod with plastic cap stamped (KHA) set for corner;
34. North 23°13'37" East, 48.23 feet to a 1/2 inch iron rod with plastic cap stamped (KHA) set for corner;
35. North 53°20'59" East, 72.82 feet to a 1/2 inch iron rod with plastic cap stamped (KHA) set for corner;
36. North 69°21'36" East, 10.00 feet to a 1/2 inch iron rod with plastic cap stamped (KHA) set for corner;
37. South 20°38'48" East, 172.70 feet to a 1/2 inch iron rod with plastic cap stamped (KHA) set for corner;
38. South 22°12'27" East, 183.61 feet to a 1/2 inch iron rod with plastic cap stamped (KHA) set for corner;
39. South 20°38'47" East, 130.00 feet to a 1/2 inch iron rod with plastic cap stamped (KHA) set for corner;
40. South 20°38'55" East, 86.90 feet to a 1/2 inch iron rod with plastic cap stamped (KHA) set for corner;
41. South 20°38'47" East, 55.20 feet to a 1/2 inch iron rod with plastic cap stamped (KHA) set for corner;
42. North 82°33'49" West, 21.49 feet to a 1/2 inch iron rod with plastic cap stamped (KHA) set for corner;
43. South 08°51'07" West, 152.09 feet to a 1/2 inch iron rod with plastic cap stamped (KHA) set for the beginning of a curve;
44. in a westerly direction along a non-tangent curve to the right, having a radius of 275.00 feet, a chord North 78°21'08" West, 26.83 feet, a central angle of 05°35'30", and an arc length of 26.84 feet to a 1/2 inch iron rod with plastic cap stamped (KHA) set for corner;
45. South 14°26'37" West, 252.57 feet to a 1/2 inch iron rod with plastic cap stamped (KHA) set for corner;
46. South 51°26'37" East, 21.33 feet to a 1/2 inch iron rod with plastic cap stamped (KHA) set for corner;
47. South 20°38'47" East, 29.08 feet to a 1/2 inch iron rod with plastic cap stamped (KHA) set marking a point for corner on the northwesterly boundary line of Lot 49, Block T, Santa Rita Ranch South, Section 9A, plat of which recorded in Document No. 2020004350 of the Official Public Records of Williamson County;

THENCE, South 69°21'13" West, 1699.93 feet along the northwesterly boundary line of said Lot 49, Block T, Santa Rita Ranch South, Section 9A, passing Section 8B plat of which recorded in Document No. 2020004350, to a 1/2 inch iron rod with plastic cap stamped (KHA) set marking the northeast corner of that certain 67.212 Acre tract described in instrument to Larry Everett Foust and Maydale Foust in Volume 764, Page 801 all of the Official Public Records of Williamson County;

THENCE, along the northwesterly boundary of said 67.212 acre tract the following two (2) calls:
1. South 69°43'55" West, 474.26 feet to a 2 and 1/2 inch fence post found for corner;
2. South 69°16'39" West, 2329.40 feet to a 1/2 inch iron rod found on the northeasterly right-of-way line of aforesaid County Road 260;

THENCE, North 21°56'08" West, 99.77 feet along the northeasterly right-of-way line of said County Road 260 to the **POINT OF BEGINNING** and containing 50.679 acres of land in Williamson County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). All distances are on the Surface and shown in U.S. Survey Feet. The Surface to Grid scale factor is 0.999899231. This description was generated on 6/2/2025 at 12:05 PM, based on geometry in the drawing fileK:\SNA_Survey\069288000-liberty_hill_el_dorado\Dwg\KIMLEY-HORN PLAT\EL DORADO LIBERTY HILL PHASE 1.dwg, in the office of Kimley-Horn and Associates in San Antonio, Texas.



VICINITY MAP

SCALE: 1" = 2,000'

SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET AND LEGAL DESCRIPTION
2	PLAT SHEET
3	PLAT SHEET
4	PLAT SHEET
5	LINE - CURVE DATA AND LOTS TABLES
6	PLAT NOTES AND SIGNATURE SHEET

STREET TABLE

STREET NAME	TYPE	ROW	STREET LENGTH	SPEED DESIGN	PAVEMENT WIDTH	URBAN/RURAL	PUBLIC/ PRIVATE
MATON WAY	LOCAL	50'	1493'	25 MPH	33' FOC-FOC	URBAN	PUBLIC
OSWALT WAY	ARTERIAL	60'	324'	25 MPH	43' FOC-FOC	URBAN	PUBLIC
OSWALT WAY	LOCAL	50'	987'	25 MPH	33' FOC-FOC	URBAN	PUBLIC
SPRINGER LANE	LOCAL	50'	233'	25 MPH	33' FOC-FOC	URBAN	PUBLIC
KEUCHEL LANE	LOCAL	50'	410'	25 MPH	33' FOC-FOC	URBAN	PUBLIC
ENSBERG LANE	LOCAL	50'	1248'	25 MPH	33' FOC-FOC	URBAN	PUBLIC
BOURNE DRIVE	LOCAL	50'	170'	25 MPH	33' FOC-FOC	URBAN	PUBLIC
BURKE STREET	LOCAL	50'	711'	25 MPH	33' FOC-FOC	URBAN	PUBLIC
ALTUVE LANE	LOCAL	50'	142'	25 MPH	33' FOC-FOC	URBAN	PUBLIC
SANTA RITA BOULEVARD	COLLECTOR	90'	979'	40 MPH	48' FOC-FOC	URBAN	PUBLIC

GENERAL INFORMATION:
TOTAL ACREAGE.....50.679 ACRES
TOTAL LINEAR FEET OF ROW.....6,668'
ACREAGE OF ROW.....10.026 ACRES
NUMBER OF SINGLE FAMILY LOTS.....135
ACREAGE OF SINGLE FAMILY LOTS.....31.366 ACRES
NUMBER OF HOA LANDSCAPE/DRAINAGE LOTS....6
ACREAGE OF HOA LANDSCAPE/DRAINAGE LOTS..9.287 ACRES
TOTAL NUMBER OF LOTS.....141
TOTAL NUMBER OF BLOCKS.....6

RELEASE OF THIS APPLICATION DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER SUBMITTAL, WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY CITY ENGINEERS.

1ST SUBMITTAL DATE: DECEMBER 10, 2024
2ND SUBMITTAL DATE: JANUARY 23, 2025

OWNER/DEVELOPER

PHAU - ELDORADO 333, LLC
1011 NORTH LAMAR
AUSTIN, TX 78703
TEL: 512-484-7469
CONTACT: NICK MCINTYRE

SURVEYOR

KIMLEY-HORN
10101 REUNION PLACE,SUITE 400
SAN ANTONIO, TX 78216
TEL: 210-541-9166
CONTACT: JOHN GREGORY MOSIER

ENGINEER

KIMLEY-HORN
5301 SOUTHWEST PARKWAY, BLDG 2, SUITE 100
AUSTIN, TX 78735
TEL: 512-646-2243
CONTACT: BENJAMIN L. GREEN

FINAL PLAT ESTABLISHING
ELDORADO LIBERTY HILL PHASE 1 SUBDIVISION

BEING 50.679 ACRES OUT OF THE
B. MANLOVE SURVEY, ABSTRACT NO. 417
CITY OF LIBERTY HILLS ETJ,
WILLIAMSON COUNTY, TEXAS

Kimley»Horn
10101 Reunion Place, Suite 400
San Antonio, Texas 78216 FIRM # 10193973
Tel. No. (210) 541-9166
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	KHA Project No.	Sheet No.
AS SHOWN	MAV	JGM	6/3/2025	067782805	1 OF 6

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DWG NAME: K:\SNA_SURVEY\069288000-LIBERTY_HILL_EL_DORADO\068725501 EL DORADO LIBERTY HILL PH1\DWG\PLATS\KIMLEY-HORN PLAT\ELDORADO LIBERTY HILL PHASE 1.DWG PLOTTED BY GONZALEZ, DAVID 6/3/2025 12:42 PM LAST SAVED 6/3/2025 12:41 PM

LEGEND

IRSC	1/2" IRON ROD W/ "KHA" CAP SET
IRFC	1/2" IRON ROD FOUND W/ CAP
OPRWC	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS
P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING
ROW	RIGHT OF WAY
D.E.	DRAINAGE EASEMENT
S.D.E.	SIGHT DISTANCE EASEMENT
W.W.E.	WASTEWATER EASEMENT
B.S.L.	BUILDING SETBACK LINE
TBM	BENCHMARK
	SIDEWALK
	PHASE LINE/MATCH LINE
(A)	BLOCK LABEL
	FLOOD HAZARD LINE
	CENTER LINE OF CREEK
PUE	PUBLIC UTILITY EASEMENT

NORTH

GRAPHIC SCALE IN FEET
0 50 100 200

SETBACK DETAIL
NOT TO SCALE

DETAIL FOR VARIABLE WIDTH P.U.E. IN CUL-DE-SAC
NOT TO SCALE

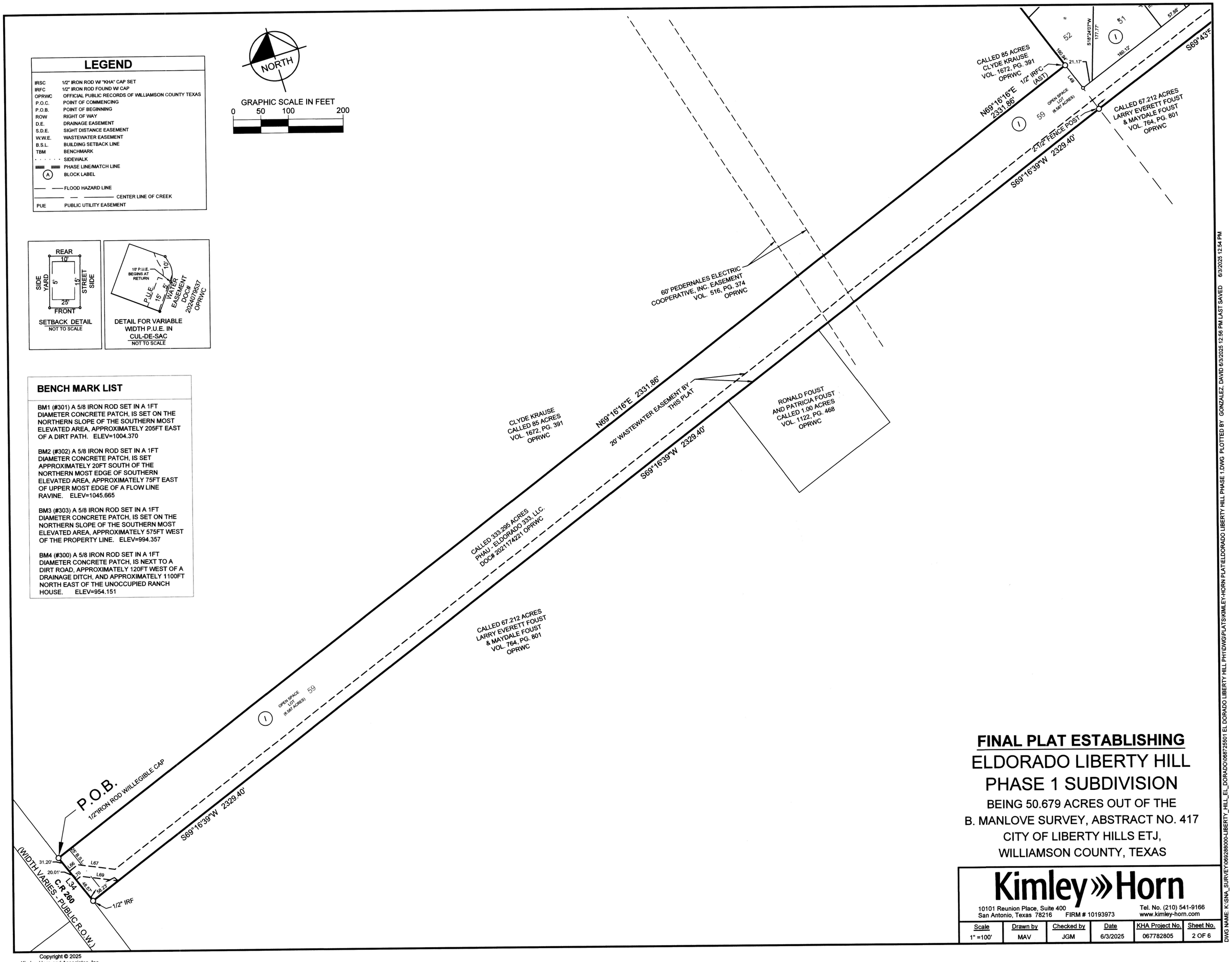
BENCH MARK LIST

BM1 (#301) A 5/8 IRON ROD SET IN A 1FT DIAMETER CONCRETE PATCH, IS SET ON THE NORTHERN SLOPE OF THE SOUTHERN MOST ELEVATED AREA, APPROXIMATELY 205FT EAST OF A DIRT PATH. ELEV=1004.370

BM2 (#302) A 5/8 IRON ROD SET IN A 1FT DIAMETER CONCRETE PATCH, IS SET APPROXIMATELY 20FT SOUTH OF THE NORTHERN MOST EDGE OF SOUTHERN ELEVATED AREA, APPROXIMATELY 75FT EAST OF UPPER MOST EDGE OF A FLOW LINE RAVINE. ELEV=1045.665

BM3 (#303) A 5/8 IRON ROD SET IN A 1FT DIAMETER CONCRETE PATCH, IS SET ON THE NORTHERN SLOPE OF THE SOUTHERN MOST ELEVATED AREA, APPROXIMATELY 575FT WEST OF THE PROPERTY LINE. ELEV=994.357

BM4 (#300) A 5/8 IRON ROD SET IN A 1FT DIAMETER CONCRETE PATCH, IS NEXT TO A DIRT ROAD, APPROXIMATELY 120FT WEST OF A DRAINAGE DITCH, AND APPROXIMATELY 1100FT NORTH EAST OF THE UNOCCUPIED RANCH HOUSE. ELEV=954.151



FINAL PLAT ESTABLISHING
ELDORADO LIBERTY HILL PHASE 1 SUBDIVISION

BEING 50.679 ACRES OUT OF THE
B. MANLOVE SURVEY, ABSTRACT NO. 417
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Scale	Drawn by	Checked by	Date	KHA Project No.	Sheet No.
1" =100'	MAV	JGM	6/3/2025	067782805	2 OF 6

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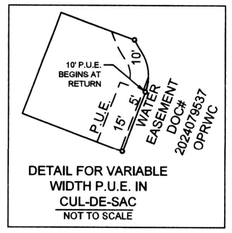
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NORTH

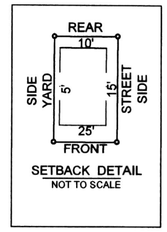
GRAPHIC SCALE IN FEET
0 50' 100' 200'

LEGEND

IRSC	1/2" IRON ROD W/ "KHA" CAP SET
IRFC	1/2" IRON ROD FOUND W/ CAP
OPRWC	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS
P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING
ROW	RIGHT OF WAY
D.E.	DRAINAGE EASEMENT
S.D.E.	SIGHT DISTANCE EASEMENT
W.W.E.	WASTEWATER EASEMENT
B.S.L.	BUILDING SETBACK LINE
TBM	BENCHMARK
· · · · · ·	SIDEWALK
▬ ▬	PHASE LINE/MATCH LINE
(A)	BLOCK LABEL
—— ——	FLOOD HAZARD LINE
—— — ——	CENTER LINE OF CREEK
PUE	PUBLIC UTILITY EASEMENT



DETAIL FOR VARIABLE WIDTH P.U.E. IN CUL-DE-SAC
NOT TO SCALE



SETBACK DETAIL
NOT TO SCALE

BENCH MARK LIST

BM1 (#301) A 5/8 IRON ROD SET IN A 1FT DIAMETER CONCRETE PATCH, IS SET ON THE NORTHERN SLOPE OF THE SOUTHERN MOST ELEVATED AREA, APPROXIMATELY 205FT EAST OF A DIRT PATH. ELEV=1004.370

BM2 (#302) A 5/8 IRON ROD SET IN A 1FT DIAMETER CONCRETE PATCH, IS SET APPROXIMATELY 20FT SOUTH OF THE NORTHERN MOST EDGE OF SOUTHERN ELEVATED AREA, APPROXIMATELY 75FT EAST OF UPPER MOST EDGE OF A FLOW LINE RAVINE. ELEV=1045.665

BM3 (#303) A 5/8 IRON ROD SET IN A 1FT DIAMETER CONCRETE PATCH, IS SET ON THE NORTHERN SLOPE OF THE SOUTHERN MOST ELEVATED AREA, APPROXIMATELY 575FT WEST OF THE PROPERTY LINE. ELEV=994.357

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CALLED 333.295 ACRES
PHAU - ELDORADO 333, LLC.
DOC# 2021174221 OPRWC

CALLED 85 ACRES
CLYDE KRAUSE
VOL. 1672, PG. 391
OPRWC

CALLED 67.212 ACRES
LARRY EVERETT FOUST
& MAYDALE FOUST
VOL. 764, PG. 801
OPRWC

SANTA RITA RANCH
SOUTH SECTION 10B
DOC# 2021012882
OPRWC

SANTA RITA RANCH SOUTH SECTION 8B
DOC# 2021013424 OPRWC

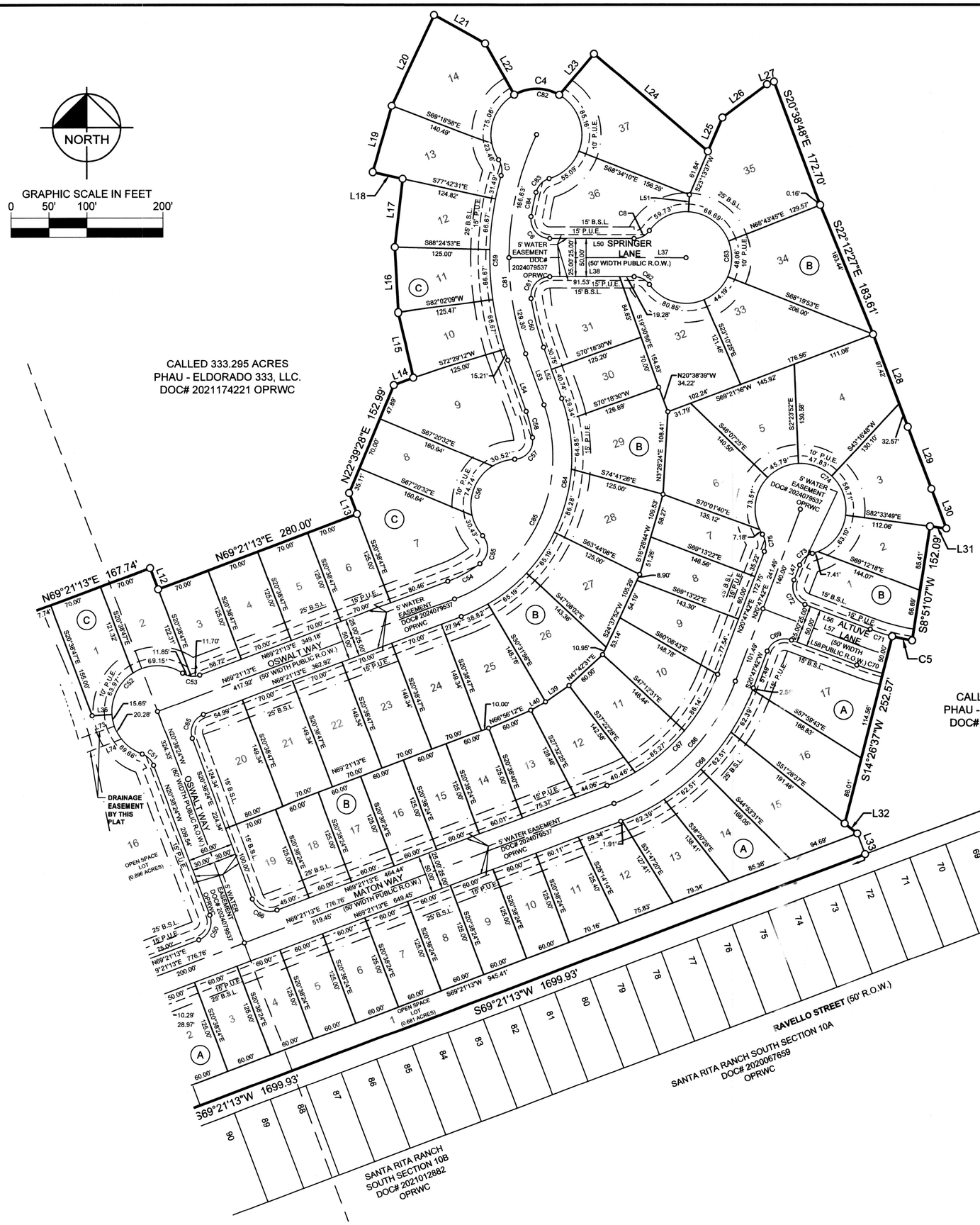
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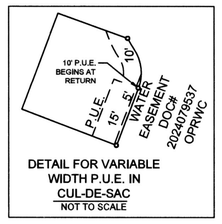
Scale	Drawn by	Checked by	Date	KHA Project No.	Sheet No.
1" =100'	MAV	JGM	6/3/2025	067782805	3 OF 6

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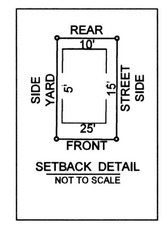


LEGEND

IRSC	1/2" IRON ROD W/ "KHA" CAP SET
IRFC	1/2" IRON ROD FOUND W/ CAP
OPRWC	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS
P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING
ROW	RIGHT OF WAY
D.E.	DRAINAGE EASEMENT
S.D.E.	SIGHT DISTANCE EASEMENT
W.W.E.	WASTEWATER EASEMENT
B.S.L.	BUILDING SETBACK LINE
TBM	BENCHMARK
	SIDEWALK
	PHASE LINE/MATCH LINE
(A)	BLOCK LABEL
	FLOOD HAZARD LINE
	CENTER LINE OF CREEK
PUE	PUBLIC UTILITY EASEMENT



DETAIL FOR VARIABLE WIDTH P.U.E. IN CUL-DE-SAC
NOT TO SCALE



SETBACK DETAIL
NOT TO SCALE

BENCH MARK LIST

BM1 (#301) A 5/8 IRON ROD SET IN A 1FT DIAMETER CONCRETE PATCH, IS SET ON THE NORTHERN SLOPE OF THE SOUTHERN MOST ELEVATED AREA, APPROXIMATELY 205FT EAST OF A DIRT PATH. ELEV=1004.370

BM2 (#302) A 5/8 IRON ROD SET IN A 1FT DIAMETER CONCRETE PATCH, IS SET APPROXIMATELY 20FT SOUTH OF THE NORTHERN MOST EDGE OF SOUTHERN ELEVATED AREA, APPROXIMATELY 75FT EAST OF UPPER MOST EDGE OF A FLOW LINE RAVINE. ELEV=1045.665

BM3 (#303) A 5/8 IRON ROD SET IN A 1FT DIAMETER CONCRETE PATCH, IS SET ON THE NORTHERN SLOPE OF THE SOUTHERN MOST ELEVATED AREA, APPROXIMATELY 575FT WEST OF THE PROPERTY LINE. ELEV=994.357

BM4 (#300) A 5/8 IRON ROD SET IN A 1FT DIAMETER CONCRETE PATCH, IS NEXT TO A DIRT ROAD, APPROXIMATELY 120FT WEST OF A DRAINAGE DITCH, AND APPROXIMATELY 1100FT NORTH EAST OF THE UNOCCUPIED RANCH HOUSE. ELEV=954.151

FINAL PLAT ESTABLISHING
ELDORADO LIBERTY HILL PHASE 1 SUBDIVISION

BEING 50.679 ACRES OUT OF THE
B. MANLOVE SURVEY, ABSTRACT NO. 417
CITY OF LIBERTY HILLS ETJ,
WILLIAMSON COUNTY, TEXAS

Kimley»Horn
10101 Reunion Place, Suite 400
San Antonio, Texas 78216 FIRM # 10193973
Tel. No. (210) 541-9166
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	KHA Project No.	Sheet No.
1" =100'	MAV	JGM	6/3/2025	067782805	4 OF 6

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DWG NAME: K:\SNA_SUR\EY\067782805-LIBERTY_HILL_EL_DORADO\067782805 EL DORADO LIBERTY HILL PH1\DWG\PLATS\KIMLEY-HORN PLAT\ELDORADO LIBERTY HILL PHASE 1.DWG PLOTTED BY GONZALEZ, DAVID 6/3/2025 12:42 PM LAST SAVED 6/3/2025 12:41 PM

LOT TABLE		
LOT NO.	ACRES	SQ. FT.
BLOCK A, LOT 1 - OPEN SPACE LOT	0.681	29,678
BLOCK A, LOT 2	0.172	7,493
BLOCK A, LOT 3	0.172	7,500
BLOCK A, LOT 4	0.172	7,500
BLOCK A, LOT 5	0.172	7,500
BLOCK A, LOT 6	0.172	7,500
BLOCK A, LOT 7	0.172	7,500
BLOCK A, LOT 8	0.172	7,500
BLOCK A, LOT 9	0.172	7,500
BLOCK A, LOT 10	0.172	7,500
BLOCK A, LOT 11	0.187	8,142
BLOCK A, LOT 12	0.197	8,568
BLOCK A, LOT 13	0.209	9,117
BLOCK A, LOT 14	0.246	10,713
BLOCK A, LOT 15	0.315	13,739
BLOCK A, LOT 16	0.295	12,861
BLOCK A, LOT 17	0.344	15,000
BLOCK B LOT 1	0.265	11,557
BLOCK B LOT 2	0.198	8,608
BLOCK B LOT 3	0.303	13,211
BLOCK B LOT 4	0.389	16,935
BLOCK B LOT 5	0.272	11,832
BLOCK B LOT 6	0.309	13,447
BLOCK B LOT 7	0.199	8,678
BLOCK B LOT 8	0.199	8,663
BLOCK B LOT 9	0.220	9,570
BLOCK B LOT 10	0.236	10,285
BLOCK B LOT 11	0.244	10,627
BLOCK B LOT 12	0.223	9,729
BLOCK B LOT 13	0.196	8,553
BLOCK B LOT 14	0.172	7,501
BLOCK B LOT 15	0.172	7,500
BLOCK B LOT 16	0.172	7,500
BLOCK B LOT 17	0.172	7,500
BLOCK B LOT 18	0.172	7,500
BLOCK B LOT 19	0.198	8,616

LOT TABLE		
LOT NO.	ACRES	SQ. FT.
BLOCK B LOT 20	0.271	11,812
BLOCK B LOT 21	0.240	10,454
BLOCK B LOT 22	0.240	10,454
BLOCK B LOT 23	0.240	10,454
BLOCK B LOT 24	0.240	10,454
BLOCK B LOT 25	0.272	11,840
BLOCK B LOT 26	0.292	12,732
BLOCK B LOT 27	0.254	11,083
BLOCK B LOT 28	0.272	11,869
BLOCK B LOT 29	0.298	12,965
BLOCK B LOT 30	0.201	8,775
BLOCK B LOT 31	0.295	12,843
BLOCK B LOT 32	0.338	14,717
BLOCK B LOT 33	0.350	15,265
BLOCK B LOT 34	0.373	16,262
BLOCK B LOT 35	0.484	21,077
BLOCK B LOT 36	0.366	15,932
BLOCK B LOT 37	0.396	17,271
BLOCK C, LOT 1	0.230	10,017
BLOCK C, LOT 2	0.207	9,025
BLOCK C, LOT 3	0.201	8,740
BLOCK C, LOT 4	0.201	8,750
BLOCK C, LOT 5	0.201	8,750
BLOCK C, LOT 6	0.201	8,750
BLOCK C, LOT 7	0.425	18,494
BLOCK C, LOT 8	0.246	10,708
BLOCK C, LOT 9	0.438	19,063
BLOCK C, LOT 10	0.219	9,550
BLOCK C, LOT 11	0.219	9,550
BLOCK C, LOT 12	0.222	9,668
BLOCK C, LOT 13	0.288	12,530
BLOCK C, LOT 14	0.345	15,031
BLOCK C, LOT 16 - OPEN SPACE LOT	0.896	39,015
BLOCK I, LOT 1	0.352	15,313
BLOCK I, LOT 2	0.289	12,581
BLOCK I, LOT 3	0.246	10,697

LOT TABLE		
LOT NO.	ACRES	SQ. FT.
BLOCK I, LOT 4	0.219	9,537
BLOCK I, LOT 5	0.332	14,473
BLOCK I, LOT 6	0.581	25,321
BLOCK I, LOT 7	0.323	14,068
BLOCK I, LOT 8	0.234	10,201
BLOCK I, LOT 9	0.220	9,599
BLOCK I, LOT 10	0.281	12,235
BLOCK I, LOT 11	0.267	11,634
BLOCK I, LOT 12	0.223	9,735
BLOCK I, LOT 13	0.188	8,186
BLOCK I, LOT 14	0.172	7,500
BLOCK I, LOT 15	0.282	12,294
BLOCK I, LOT 16 - OPEN SPACE LOT	0.330	14,391
BLOCK I, LOT 17	0.239	10,399
BLOCK I, LOT 18	0.237	10,303
BLOCK I, LOT 19	0.178	7,739
BLOCK I, LOT 20	0.155	6,757
BLOCK I, LOT 21	0.143	6,250
BLOCK I, LOT 22	0.143	6,250
BLOCK I, LOT 23	0.143	6,250
BLOCK I, LOT 24	0.143	6,250
BLOCK I, LOT 25	0.177	7,722
BLOCK I, LOT 26	0.228	9,913
BLOCK I, LOT 27	0.207	9,007
BLOCK I, LOT 28	0.183	7,989
BLOCK I, LOT 29	0.168	7,319
BLOCK I, LOT 30	0.163	7,098
BLOCK I, LOT 31	0.143	6,250
BLOCK I, LOT 32	0.143	6,250
BLOCK I, LOT 33	0.143	6,250
BLOCK I, LOT 34	0.169	7,366
BLOCK I, LOT 35	0.215	9,351
BLOCK I, LOT 36	0.181	7,904
BLOCK I, LOT 37	0.181	7,904
BLOCK I, LOT 38	0.181	7,904
BLOCK I, LOT 39	0.178	7,735

LOT TABLE		
LOT NO.	ACRES	SQ. FT.
BLOCK I, LOT 40	0.146	6,368
BLOCK I, LOT 41	0.286	12,468
BLOCK I, LOT 42	0.369	16,082
BLOCK I, LOT 43	0.336	14,649
BLOCK I, LOT 44	0.335	14,603
BLOCK I, LOT 45	0.187	8,125
BLOCK I, LOT 46	0.183	7,991
BLOCK I, LOT 47	0.184	8,000
BLOCK I, LOT 48	0.184	8,000
BLOCK I, LOT 49	0.184	8,000
BLOCK I, LOT 50	0.189	8,233
BLOCK I, LOT 51	0.320	13,942
BLOCK I, LOT 52	0.329	14,328
BLOCK I, LOT 53	0.171	7,462
BLOCK I, LOT 54	0.166	7,209
BLOCK I, LOT 55	0.167	7,276
BLOCK I, LOT 56	0.167	7,276
BLOCK I, LOT 57	0.167	7,276
BLOCK I, LOT 58	0.197	8,597
BLOCK I LOT 59 - OPEN SPACE LOT	6.587	286,922
BLOCK K, LOT 14 - OPEN SPACE	0.572	24,927
BLOCK L, LOT 1 - OPEN SPACE LOT	0.221	9,643
BLOCK L, LOT 2	0.167	7,280
BLOCK L, LOT 3	0.149	6,484
BLOCK L, LOT 4	0.176	7,686
BLOCK L, LOT 5	0.162	7,077
BLOCK L, LOT 6	0.174	7,589
BLOCK L, LOT 7	0.186	8,101
BLOCK L, LOT 8	0.198	8,614
BLOCK L, LOT 9	0.210	9,127
BLOCK L, LOT 10	0.162	7,075
BLOCK L, LOT 11	0.166	7,252
BLOCK L, LOT 12	0.241	10,488

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	90°00'00"	15.00'	23.56'	N24°29'12"E	21.21'
C2	90°00'00"	15.00'	23.56'	S65°30'48"E	21.21'
C3	1°55'42"	670.00'	22.55'	S21°39'20"E	22.55'
C4	59°34'06"	60.00'	62.38'	S89°40'23"E	59.61'
C5	5°35'30"	275.00'	26.84'	N78°21'08"W	26.83'
C6	98°51'00"	25.00'	43.13'	S40°30'42"E	37.98'
C7	49°11'02"	25.00'	21.46'	N08°56'49"W	20.81'
C8	53°58'01"	25.00'	23.55'	N63°04'46"E	22.69'
C9	1°55'42"	680.00'	22.89'	S21°39'20"E	22.88'
C10	87°51'25"	25.00'	38.33'	N64°38'23"W	34.69'
C11	9°55'10"	325.00'	56.27'	N76°23'30"E	56.20'
C12	119°19'10"	60.00'	124.95'	N69°21'36"E	103.56'
C13	90°00'00"	25.00'	39.27'	N65°30'48"W	35.36'
C14	53°58'05"	25.00'	23.55'	N06°28'15"E	22.69'
C15	197°56'10"	60.00'	207.28'	S65°30'48"E	118.53'
C16	53°58'05"	25.00'	23.55'	S42°30'10"W	22.69'
C17	53°58'05"	25.00'	23.55'	N83°31'45"W	22.69'
C18	287°56'10"	60.00'	301.53'	N20°30'48"W	70.59'
C19	53°58'05"	25.00'	23.55'	N42°30'10"E	22.69'
C20	90°00'00"	25.00'	39.27'	S65°30'48"E	35.36'
C21	90°00'00"	25.00'	39.27'	S24°29'12"W	35.36'
C22	8°31'27"	575.00'	85.55'	N65°13'29"E	85.47'
C23	95°12'57"	25.00'	41.55'	N13°21'16"E	36.93'
C24	95°12'57"	25.00'	41.55'	S81°51'41"E	36.93'
C25	27°12'32"	625.00'	296.80'	N55°52'56"E	294.02'
C26	8°15'10"	575.00'	82.82'	N46°24'15"E	82.75'
C27	25°06'09"	325.00'	142.39'	S54°49'45"W	141.25'
C28	25°06'09"	275.00'	120.48'	S54°49'45"W	119.52'
C29	90°00'00"	25.00'	39.27'	N22°22'49"E	35.36'
C30	90°00'00"	25.00'	39.27'	N67°37'11"W	35.36'
C31	1°55'42"	770.00'	25.91'	S21°39'20"E	25.91'
C32	1°55'42"	725.00'	24.40'	S21°39'20"E	24.40'
C33	11°14'06"	725.00'	142.16'	N17°00'08"W	141.94'
C34	11°14'06"	680.00'	133.34'	N17°00'08"W	133.13'
C35	11°14'06"	770.00'	150.99'	N17°00'08"W	150.75'
C36	9°15'25"	680.00'	109.87'	S16°00'48"E	109.75'
C37	9°15'19"	725.00'	117.11'	S16°00'45"E	116.99'
C38	9°13'57"	770.00'	124.08'	S16°00'03"E	123.94'
C39	92°56'51"	25.00'	40.56'	N25°47'15"E	36.25'
C40	90°00'17"	25.00'	39.27'	S65°38'39"E	35.36'
C41	25°06'43"	275.00'	120.53'	N84°51'08"E	119.57'
C42	90°00'00"	25.00'	39.27'	S37°35'30"E	35.36'
C43	259°50'14"	60.00'	272.10'	S57°29'23"W	92.03'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C44	79°49'47"	25.00'	34.83'	N32°30'27"W	32.08'
C45	259°50'09"	60.00'	272.10'	N57°29'25"E	92.04'
C46	79°50'09"	25.00'	34.83'	S32°30'35"E	32.08'
C47	90°00'00"	25.00'	39.27'	S52°24'30"W	35.36'
C48	16°03'25"	325.00'	91.08'	N89°22'47"E	90.78'
C49	89°57'00"	25.00'	39.25'	S24°22'43"W	35.34'
C50	89°59'37"	25.00'	39.27'	N24°21'24"E	35.35'
C51	49°40'47"	25.00'	21.68'	N45°28'48"W	21.00'
C52	193°38'29"	60.00'	202.78'	S26°30'03"W	119.15'
C53	53°58'05"	25.00'	23.55'	S83°39'45"E	22.69'
C54	15°48'45"	175.00'	48.30'	N61°26'53"E	48.14'
C55	95°37'35"	25.00'	41.72'	N05°43'44"E	37.05'
C56	129°34'08"	60.00'	135.68'	S22°42'00"W	108.57'
C57	95°37'35"	25.00'	41.72'	N39°40'17"E	37.05'
C58	11°33'58"	174.75'	35.28'	N13°55'15"W	35.22'
C59	35°20'11"	400.00'	246.70'	N02°01'26"W	242.80'
C60	10°54'19"	350.00'	66.62'	S14°14'21"E	66.52'
C61	98°51'00"	25.00'	43.13'	S40°38'18"W	37.98'
C62	53°58'05"	25.00'	23.55'	N62°57'09"W	22.69'
C63	287°56'08"	60.00'	301.53'	N00°03'50"E	70.59'
C64	89°02'43"	225.00'	349.68'	N24°49'51"E	315.54'
C65	89°59'37"	25.00'	39.27'	S24°21'24"W	35.35'
C66	90°00'23"	25.00'	39.27'	S65°38'36"E	35.36'
C67	48°33'30"	250.00'	211.88'	N45°04'27"E	205.59'
C68	48°33'30"	300.00'	254.25'	N45°04'27"E	246.71'
C69	90°00'00"	25.00'	39.27'	S65°47'42"W	35.36'
C70	6°21'06"	325.00'	36.03'	S72°22'51"E	36.01'
C71	6°21'06"	275.00'	30.49'	S72°22'51"E	30.47'
C72	90°00'00"	25.00'	39.27'	S24°12'18"E	35.36'
C73	53°58'05"	25.00'	23.55'	S47°46'45"W	22.69'
C74	287°56'10"	60.00'	301.53'	N69°12'18"W	70.59'
C75	53°58'05"	25.00'	23.55'	N06°11'20"W	22.69'
C76	27°12'32"	600.00'	284.93'	N55°52'56"E	282.26'
C77	25°06'09"	300.00'	131.44'	S54°49'45"W	130.39'
C78	28°03'17"	300.00'	146.89'	S83°22'51"W	145.43'
C79	90°00'00"	25.00'	39.27'	S65°30'48"E	35.36'
C80	90°00'00"	25.00'	39.27'	N24°29'12"E	35.36'
C81	45°12'46"	375.00'	295.92'	S02°54'54"W	288.30'
C82	287°34'55"	60.00'	301.16'	N69°44'53"W	70.89'
C83	59°49'13"	25.00'	26.10'	S44°07'58"W	24.93'
C84	5°18'34"	350.00'	32.43'	S11°34'05"W	32.42'
C85	89°02'43"	200.00'	310.83'	N24°49'51"E	280.48'
C86	48°33'30"	275.00'	233.06'	N45°04'27"E	226.15'

LINE TABLE		
NO.	BEARING	LENGTH
L1	N69°29'12"E	120.53'
L2	N69°29'12"E	70.00'
L3	N69°29'12"E	100.00'
L4	N20°30'48"W	121.45'
L5	N56°04'59"E	152.44'
L6	S34°15'12"E	16.02'
L7	N55°44'48"E	50.00'
L8	N46°22'11"E	156.26'
L9	N47°43'20"W	47.94'
L10	N69°23'59"E	87.22'
L11	N69°18'31"E	100.00'
L12	S20°38'47"E	30.00'
L13	N20°39'05"W	29.32'
L14	N69°29'23"E	27.42'
L15	N13°02'52"W	87.44'
L16	N02°52'49"W	87.44'
L17	N06°37'28"E	89.89'
L18	N77°42'31"W	40.08'
L19	N15°54'33"E	90.74'
L20	N25°18'17"E	130.84'
L21	S60°55'26"E	76.88'
L22	S29°27'26"E	76.63'
L23	N40°27'49"E	70.57'
L24	S49°32'11"E	196.93'
L25	N23°13'37"E	48.23'

LINE TABLE		
NO.	BEARING	LENGTH
L26	N53°20'59"E	72.82'
L27	N69°21'36"E	10.00'
L28	S20°38'47"E	130.00'
L29	S20°38'55"E	86.90'
L30	S20°38'47"E	55.20'
L31	S82°33'49"E	21.49'
L32	S51°26'37"E	21.33'
L33	S20°38'47"E	29.08'
L34	N21°56'08"W	99.77'
L35	N69°21'36"E	50.00'
L36	N86°12'15"E	26.24'
L37	N89°56'12"W	233.42'
L38	S89°56'12"E	110.81'
L39	N55°59'50"E	37.59'
L40	N60°07'51"E	22.45'
L41	S13°53'31"E	45.07'
L42	S14°50'12"E	33.51'
L43	S14°26'53"E	31.22'
L44	S14°26'53"E	42.03'
L45	S82°35'30"E	44.86'
L46	N82°35'30"W	44.86'
L47	S20°47'42"W	21.26'
L48	N82°35'30"W	94.86'
L49	N20°30'48"W	52.16'
L50	S89°56'13"E	110.81'

LINE TABLE		
NO.	BEARING	LENGTH
L51	N03°08'00"E	22.51'
L52	S19°41'30"E	71.49'
L53	N19°41'30"W	71.49'
L54	N19°41'30"W	71.49'
L55	S20°38'24"E	122.91'
L56	S69°12'18"E	91.97'
L57	N69°12'18"W	141.97'
L58	N69°12'18"W	91.97'
L59	S07°24'31"W	256.79'
L60	S07°24'31"W	340.46'
L61	S07°24'30"W	70.73'
L62	S82°35'29"E	35.00'
L63	N82°35'30"W	35.00'
L64	S20°38'24"E	129.10'
L65	N20°38'24"W	229.80'
L66	N69°21'36"E	19.60'
L67	S65°38'24"E	68.53'
L69	N65°38'24"W	68.55'
L70	S69°21'36"W	10.86'
L71	N48°29'01"E	198.20'
L72	S48°29'01"W	187.21'
L73	N69°21'13"E	60.68'
L74	S69°21'13"W	65.59'
L75	N20°38'24"W	129.34'
L76	S20°38'24"E	129.41'

LINE TABLE		
NO.	BEARING	LENGTH
L77	S69°21'36"W	170.70'
L78	N69°21'36"E	124.98'
L79	S86°27'27"E	43.34'

FINAL PLAT ESTABLISHING
ELDORADO LIBERTY HILL PHASE 1 SUBDIVISION

BEING 50.679 ACRES OUT OF THE
B. MANLOVE SURVEY, ABSTRACT NO. 417
CITY OF LIBERTY HILLS ETJ,
WILLIAMSON COUNTY, TEXAS

Kimley»Horn
10101 Reunion Place, Suite 400
San Antonio, Texas 78216 FIRM # 10193973
Tel. No. (210) 541-9166
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Scale	Drawn by	Checked by	Date	KHA Project No.	Sheet No.
1" =100'	MAV	JGM	6/3/2025	067782805	5 OF 6

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DWG NAME: K:\SNA_SURVEY\069228000-LIBERTY_HILL_EL_DORADO\067725501 EL DORADO LIBERTY HILL PH1\DWG\PLATS\KIMLEY-HORN PLAT\ELDORADO LIBERTY HILL PHASE 1.DWG PLOTTED BY GONZALEZ, DAVID 6/3/2025 12:42 PM LAST SAVED 6/3/2025 12:41 PM

STATE OF TEXAS §
COUNTY OF TRAVIS §

THAT I, BENJAMIN L. GREEN, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND DO HEREBY STATE THAT THIS PLAT COMPLIES WITH THE SUBDIVISION REGULATIONS ADOPTED BY WILLIAMSON COUNTY, TEXAS.

THIS TRACT IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA INUNDATED BY 100-YEAR FLOOD AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) FOR WILLIAMSON COUNTY, TEXAS, MAP 48491C0275E DATED SEPTEMBER 26, 2008

6-5-2025
DATE

BENJAMIN L. GREEN, P.E.
REGISTERED PROFESSIONAL ENGINEER No. 132190
KIMLEY-HORN AND ASSOCIATES, INC.
5301 SOUTHWEST PARKWAY, BUILDING 2, SUITE 100
AUSTIN, TX 78735

STATE OF TEXAS
BENJAMIN L. GREEN
132190
LICENSED
PROFESSIONAL ENGINEER

THE STATE OF TEXAS §
COUNTY OF BEXAR §

I, JOHN G. MOSIER, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION REGULATIONS ADOPTED BY WILLIAMSON COUNTY, TEXAS IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS ADOPTED BY WILLIAM COUNTY, TEXAS.

John G. Mosier 6-3-2025

JOHN G. MOSIER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6330
10101 REUNION PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
SURVEYOR'S NOTES

STATE OF TEXAS
REGISTERED
JOHN G. MOSIER
6330
PROFESSIONAL
LAND SURVEYOR

1. THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS).
2. ALL DISTANCES AND COORDINATES SHOWN HEREON ARE ON THE SURFACE. THE SURFACE TO GRID SCALE FACTOR IS 0.999899231. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.
3. ALL PROPERTY CORNERS OF THE LOTS IN THIS SUBDIVISION WILL BE MONUMENTED PRIOR TO LOTS SALES AND AFTER ROAD CONSTRUCTION WITH A 1/2-INCH IRON ROD WITH RED PLASTIC CAP STAMPED "KHA", UNLESS OTHERWISE NOTED.

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

I, NICK MCINTYRE OF PHAU - ELDORADO 333 LLC, SOLE OWNER OF THAT CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN DOCUMENT NUMBER 2021174221 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHT-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE ALL PUBLIC ROADWAYS AND EASEMENT AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS ELDORADO LIBERTY HILL PHASE 1.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 9 DAY OF JUNE, 20 25.

NICK MCINTYRE
PHAU - ELDORADO 333, LLC
1011 NORTH LAMAR
AUSTIN, TEXAS 78703

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF Travis §

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS THE 9th DAY OF June, 2025, PERSONALLY APPEARED, Nick McIntyre, ON BEHALF OF SAID PHAU - Eldorado 333 A DULY AUTHORIZED AGENT WITH AUTHORITY TO SIGN SAID DOCUMENT, PERSONALLY KNOWN TO ME (AND PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT (S)HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 9th DAY OF June 2025

Nancy Maddex
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
PRINTED NAME Nancy Maddex
MY COMMISSION EXPIRES ON: 04/18/2028

NANCY MADDEX
Notary Public, State of Texas
Comm. Expires 04-18-2028
Notary ID 134858161

THE CITY OF LIBERTY HILL, TEXAS ACKNOWLEDGES RECEIPT OF THIS PLAT FOR REVIEW AND/OR APPROVAL IN CONJUNCTION WITH THE PLANNING PURPOSES AND PAYMENT OF APPLICABLE FEES FOR THE PROVISION OF WATER AND/OR WASTEWATER SERVICES.

Mckenzi Hicks 6/11/2025
MCKENZI HICKS DATE
CITY OF LIBERTY HILL, TEXAS

GENERAL PLAT NOTES:

1. THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA-TERRITORIAL JURISDICTION.
2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE CITY OF GEORGETOWN WATER DISTRIBUTION AND CITY OF LIBERTY HILL WASTEWATER COLLECTION FACILITIES.
3. A BUILDING PERMIT IS REQUIRED FROM THE CITY OF LIBERTY HILL PRIOR TO CONSTRUCTION OF ANY BUILDING OR SITE IMPROVEMENTS ON ANY LOT IN THIS SUBDIVISION.
4. NO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES ARE PERMITTED WITHIN DRAINAGE EASEMENTS SHOWN EXCEPT AS APPROVED BY THE CITY OF LIBERTY HILL PUBLIC WORKS DEPARTMENT.
5. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY THE CITY OF LIBERTY HILL.
6. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
7. IN ADDITION TO THE EASEMENT SHOWN HEREON, A TEN (10') FOOT WIDE PUBLIC UTILITY, ACCESS, AND LANDSCAPE EASEMENT IS DEDICATED ALONG AND ADJACENT TO ALL RIGHTS-OF-WAY AND A TWO AND A HALF (2.5') FOOT WIDE PUBLIC UTILITY EASEMENT IS DEDICATED ALONG ALL SIDE LOT LINES. A TEN (10') FOOT WIDE PUBLIC UTILITY, ACCESS, AND LANDSCAPE EASEMENT IS DEDICATED ALONG ALL RIGHT-OF-WAY OF NON-RESIDENTIAL LOTS. (SEE ASSIGNMENT EXHIBIT)
8. NO PORTION OF THIS TRACT IS WITHIN A FLOOD HAZARD AREA AS SHOWN ON THE FLOOD INSURANCE RATE MAP PANEL # 48491C0275E FOR WILLIAMSON CO., EFFECTIVE SEPTEMBER 26, 2008.
9. SIDEWALKS SHALL BE INSTALLED ON BOTH SIDES OF ENSBERG LANE, BURKE STREET, SANTA RITA RANCH BLVD, KEUCHEL LANE, MATON WAY, ALTUVE LANE, OSWALT WAY, SPRINGER LANE, BOURN DRIVE. THOSE SIDEWALKS NOT ABUTTING A RESIDENTIAL, COMMERCIAL OR INDUSTRIAL LOT (INCLUDING SIDEWALKS ALONG STREET FRONTAGES OF LOTS PROPOSED FOR SCHOOLS, CHURCHES, PARK LOTS, DETENTION LOTS, DRAINAGE LOTS, LANDSCAPE LOTS, OR SIMILAR LOTS), SIDEWALKS ON ARTERIAL STREETS TO WHICH ACCESS IS PROHIBITED, SIDEWALKS ON DOUBLE FRONTAGE LOTS ON THE SIDE TO WHICH ACCESS IS PROHIBITED, AND ALL SIDEWALKS ON SAFE SCHOOL ROUTES SHALL BE INSTALLED WHEN THE ADJOINING STREET IS CONSTRUCTED. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
10. ALL UTILITY LINES MUST BE LOCATED UNDERGROUND.
11. THIS PLAT CONFORMS TO THE PRELIMINARY PLAT APPROVED BY THE PLANNING & ZONING COMMISSION ON 1/23/2023.
12. APPROVAL OF THIS FINAL PLAT DOES NOT CONSTITUTE THE APPROVAL OF VARIANCES OR WAIVERS TO ORDINANCE REQUIREMENTS.
13. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN. ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
14. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, WILL CHANGE OVER TIME AND THE CURRENT EFFECTIVE FLOODPLAIN DATA TAKES PRECEDENCE OVER FLOODPLAIN DATA REPRESENTED ON THIS PLAT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
15. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
16. NO CONSTRUCTION, PLANTING, GRADING OR ANY OTHER DEVELOPMENT INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, DRIVEWAYS, BUILDINGS, ARE PERMITTED WITHIN THE DRAINAGE EASEMENTS SHOWN.
17. DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.
18. NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT DISTANCE EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
19. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXCUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
20. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
21. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
22. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS HOMEOWNERS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO INSURE THE PROPER FUNDING FOR MAINTENANCE.
23. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
24. THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CAN BE MADE AT ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA). RECREATIONAL
25. WATER SERVICE IS PROVIDED BY: CITY OF GEORGETOWN
WASTEWATER SERVICE IS PROVIDED BY: LIBERTY HILL

SINGLE-FAMILY & TWO FAMILY PLAT NOTES:

1. NO DRIVEWAY SHALL BE CONSTRUCTED CLOSER THAN 50' OR 60% OF PARCEL FRONTAGE, WHICHEVER IS LESS, TO THE ROW OF AN INTERSECTING LOCAL OR COLLECTOR STREET OR 100' OR 60% OF PARCEL FRONTAGE, WHICHEVER IS LESS, TO THE ROW OF AN INTERSECTING ARTERIAL STREET.
2. ALL DRAINAGE AND OPEN SPACE LOTS WILL BE OWNED AND MAINTAINED BY THE HOA.
3. THE HOA BY LAWS ARE RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS UNDER DOCUMENT NUMBER 2024085513.
4. THE HOMEOWNERS ASSOCIATION IS REQUIRED TO MOW AND MAINTAIN LANDSCAPING IN THE OPEN CHANNELS, DETENTION AND WATER QUALITY AREAS.
5. ALL WATER QUALITY IMPROVEMENTS, EXCLUDING THE BATCH DETENTION POND, ARE TO BE DEDICATED, OWNED AND MAINTAINED BY THE HOA. THE BATCH DETENTION POND WILL BE DEDICATED, OWNED, AND OPERATED BY THE HOA. HOA WILL MOW AND MAINTAIN THE LANDSCAPING IN THE OPEN CHANNELS, DETENTION, AND WATER QUALITY AREAS.
6. FOR EVERY SIX HUNDRED (600) SQUARE FEET OF AREA IN THE LANDSCAPE LOT 1, BLOCK A; TWO (2) SHADE TREES (TWO-INCH CALIPER OR LARGER) AND FOUR (4) SHRUBS (FIVE GALLON CONTAINER SIZE OR LARGER) SHALL BE PLANTED AND MAINTAINED. TWO ORNAMENTAL TREES PER SHADE TREE MAY BY SUBSTITUTED FOR UP TO FIFTY PERCENT OF THE SHADE TREES IF DESIRED. A SIX-FOOT PRIVACY FENCE, BUT NO HIGHER THAN THREE FEET WITHIN TWENTY FIVE FEET OF AN INTERSECTING STREET, SHALL BE CONSTRUCTED OF ONE OR MORE OF THE FOLLOWING MATERIALS: BRICK, STONE, CAST STONE, STUCCO, FACTORY TINTED (NOT PAINTED) SPLIT-FACED CONCRETE MASONRY UNIT, OR OTHER SIMILAR MATERIAL APPROVED BY THE DIRECTOR OF PLANNING. IN ADDITION TO THE MATERIALS LISTED ABOVE, TEXTURED PRE-CAST CONCRETE (E.G. WOODCRETE) IS ALSO PERMITTED WHEN THE PRIVACT FENCE IS ADJACENT TO COLLECTORS. ALL COLUMNS ARE REQUIRED TO HAVE CONCRETE FOOTINGS. THE LANDSCAPE LOT IS REQUIRED TO BE MAINTAINED BY A PRIVATE ASSOCIATION.

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS 5 DAY OF June 2025 A.D.

Cindy Bridges 6/6/25
WILLIAMSON COUNTY ADDRESSING COORDINATOR DATE
Cindy Bridges

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

I, STEVEN SNELL, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

STEVEN SNELL, COUNTY JUDGE DATE
WILLIAMSON COUNTY, TEXAS

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

I, NANCY E. RISTER, CLERK OF COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____, A.D. AT ___ O'CLOCK .M., AND WAS DULY RECORDED ON THIS THE ____ DAY OF _____, 20____, A.D. AT ___ O'CLOCK .M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

BY: _____
NANCY E. RISTER CLERK, COUNTY COURT
WILLIAMSON COUNTY, TEXAS

FINAL PLAT ESTABLISHING
ELDORADO LIBERTY HILL PHASE 1 SUBDIVISION

BEING 50.679 ACRES OUT OF THE
B. MANLOVE SURVEY, ABSTRACT NO. 417
CITY OF LIBERTY HILLS ETJ,
WILLIAMSON COUNTY, TEXAS

Kimley»Horn
10101 Reunion Place, Suite 400
San Antonio, Texas 78216 FIRM # 10193973
Tel. No. (210) 541-9166
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	KHA Project No.	Sheet No.
AS SHOWN	MAV	JGM	5/19/2025	067782805	6

Copyright © 2025

DWG NAME: K:\SNA_SURVEY\069288000-LIBERTY_HILL_EL_DORADO\068725501 EL DORADO LIBERTY HILL PH1\DWG\PLATS\KIMLEY-HORN PLAT\ELDORADO LIBERTY HILL PHASE 1.DWG PLOTTED BY GONZALEZ, DAVID 6/2/2025 2:00 PM LAST SAVED 6/2/2025 1:59 PM

Commissioners Court - Regular Session **30.**

Meeting Date: 06/24/2025

Final plat for the Kelley subdivision – Pct 4

Submitted For: Adam Boatright **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Kelley subdivision – Precinct 4.

Background

This subdivision consists of 2 single-family lots and no new roads.

Timeline
2024-12-16 – initial submittal of the final plat
2025-01-15 – 1st review complete with comments
2025-05-05 – 2nd submittal of final plat
2025-05-19 – 2nd review complete with comments
2025-06-12 – 3rd submittal of final plat with signatures
2025-06-17 – 3rd review complete with comments cleared
2025-06-18 – final plat placed on June 24, 2025, Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

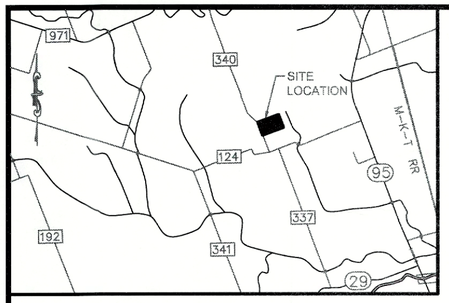
final plat - Kelley

Form Review

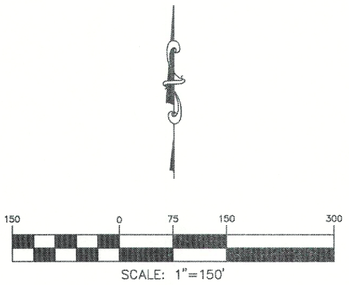
Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	06/18/2025 11:48 AM
Form Started By: Adam Boatright		Started On: 06/18/2025 10:45 AM
Final Approval Date: 06/18/2025		

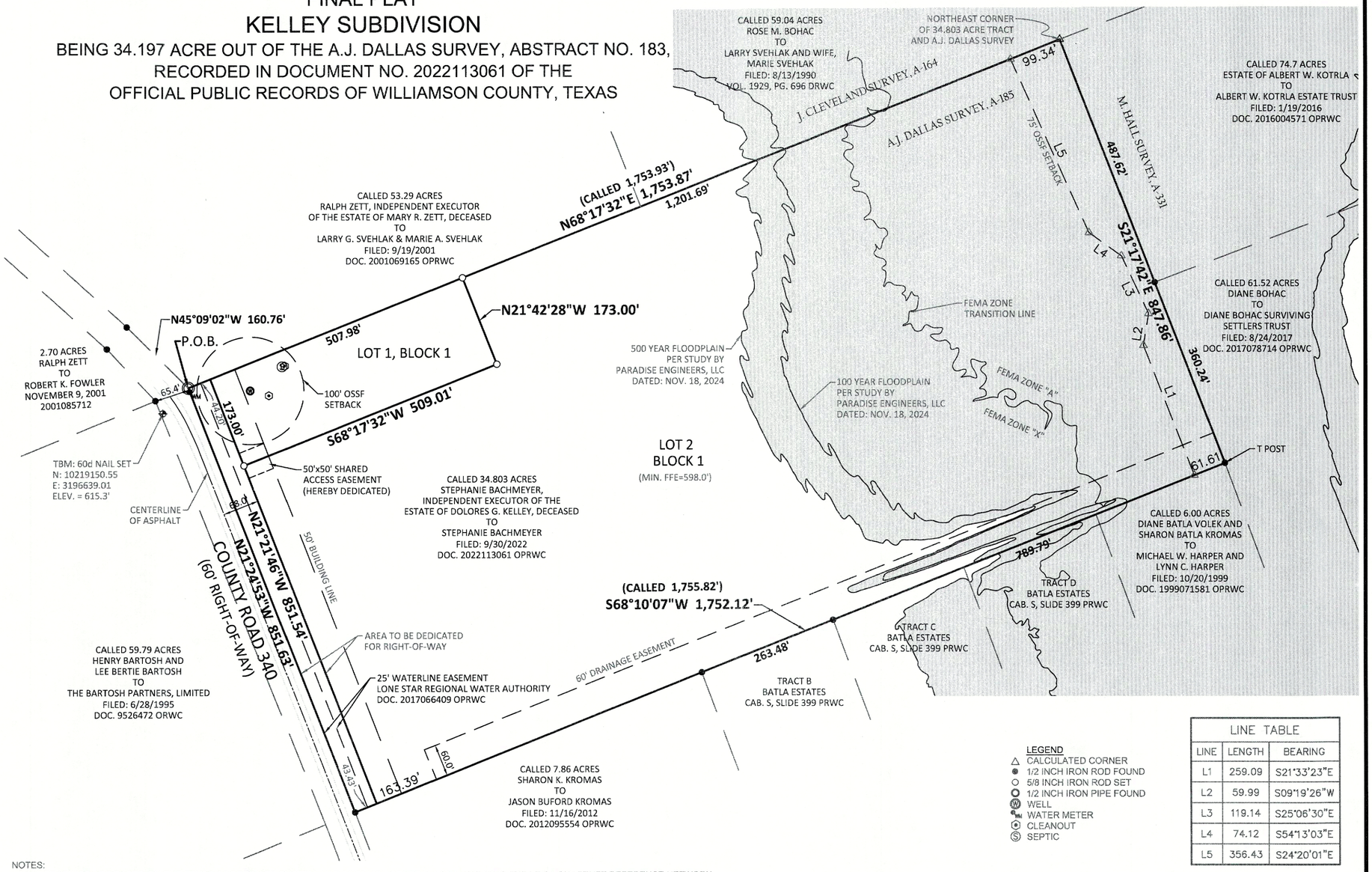
FINAL PLAT
KELLEY SUBDIVISION

BEING 34.197 ACRE OUT OF THE A.J. DALLAS SURVEY, ABSTRACT NO. 183, RECORDED IN DOCUMENT NO. 2022113061 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS



LOCATION MAP (NOT TO SCALE)





FIELDNOTES

BEING A 34.197 ACRE TRACT OF LAND OUT OF THE A.J. DALLAS SURVEY, ABSTRACT NO. 183, LOCATED IN WILLIAMSON COUNTY, TEXAS, SAID 34.197 ACRE TRACT OF CONVEYED FROM DOLORES G. KELLY, INDEPENDENT EXECUTOR OF THE ESTATE OF PAT W. KELLEY, DECEASED TO DOLORES G. KELLEY, FILED MARCH 2, 2012 AND RECORDED IN DOCUMENT NO. 2012015006 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPRWC); SAID 34.197 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING at a 1/2 inch iron pipe found for the Southwest corner of a called 53.29 acre tract conveyed from Ralph Zett, Independent Executor of the Estate of Mary R. Zett, deceased to Larry G. Svehlak and Marie A. Svehlak, filed September 19, 2001 and recorded in Document No. 2001069165 OPRWC, being in the East line of County Road 340, and marking the Northwest corner of the herein described tract, from which a 1/2 inch iron rod found bears North 45°09'11" West, a distance of 160.76 feet;

THENCE, North 68°17'32" East a distance of 1,753.87 feet, to a calculated point in the South line of a called 59.04 acre tract conveyed from Rose M. Bohac to Larry Svehlak and wife, Marie Svehlak, filed August 13, 1990 and recorded in Volume 1929, Page 696 of the Deed Records of Williamson County, Texas, being a corner in the West line of a called 74.7 acre tract conveyed from the Estate of Albert W. Kotrla to Albert W. Kotrla Estate Trust, filed January 19, 2016 and recorded in Document No. 2016004571 OPRWC, and marking the Northeast corner of the herein described tract;

THENCE, South 21°17'42" East passing at a distance of 487.62 feet, a 1/2 inch iron rod with a yellow plastic cap stamped "FOREST RPLS 1847" found for the Southwest corner of the said 74.7 acre tract, the Northwest corner of a called 61.52 acre tract conveyed from Diane Bohac to the Diane Bohac Surviving Settlers Trust, filed August 24, 2017 and recorded in Document No. 2017078714 OPRWC, continuing for a total distance of 847.86 feet, to a T post found for the Northeast corner of a called 6.00 acre tract conveyed from Diane Batla Volek and Sharon Batla Kromas to Michael W. Harper and Lynn C. Harper, filed October 20, 1999 and recorded in Document No. 1999071581 OPRWC, and marking the Southeast corner of the herein described tract;

THENCE, South 68°10'07" West passing at a distance of 789.79 feet, a 1/2 inch iron rod found, passing at a distance of 263.48 feet, a 1/2 inch iron rod found, and continuing for a total distance of 1,752.12 feet, to a 1/2 inch iron rod found for the Northwest corner of a called 7.86 acre tract conveyed from Sharon K. Kromas to Jason Buford Kromas, filed November 16, 2012 and recorded in Document No. 2012095554 OPRWC, being in the East line of County Road 340, and marking the Southwest corner of the herein described tract;

THENCE, North 21°24'53" West with the East line of County Road 340, a distance of 851.63 feet, to the **POINT OF BEGINNING, CONTAINING** within these metes and bounds 34.197 acres of land, more or less.

PARCEL AREA TABLE	
LOT #	AREA (ACRE)
1	2.020
2	31.320
R.O.W. (TO BE DEDICATED)	0.857
TOTAL	34.197

LINE TABLE		
LINE	LENGTH	BEARING
L1	259.09	S21°33'23"E
L2	59.99	S09°19'26"W
L3	119.14	S25°06'30"E
L4	74.12	S54°13'03"E
L5	356.43	S24°20'01"E

LEGEND
- △ CALCULATED CORNER
- ● 1/2 INCH IRON ROD FOUND
- ○ 5/8 INCH IRON ROD SET
- ⊙ 1/2 INCH IRON PIPE FOUND
- Ⓦ WELL
- WM WATER METER
- Ⓒ CLEANOUT
- Ⓢ SEPTIC

ABBREVIATIONS
- DRWC = DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- ORWC = OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.O.B. = POINT OF BEGINNING

NOTES:
1. ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, NAD 83(2012B), CENTRAL ZONE, UTILIZING THE LEICA SMARTNET REFERENCE NETWORK.
2. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
3. UTILITY SERVICE PROVIDERS - WATER: JONAH SPECIAL UTILITY DISTRICT; WASTEWATER: OSSF; ELECTRICITY: ONCOR.
4. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, IT'S OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
5. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
6. THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CAN BE MADE AT ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA). RECREATIONAL VEHICLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BFE.
7. DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.
8. LOT 2 IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL NUMBER 48491C0340F, EFFECTIVE DATE, DECEMBER 20, 2019, WILLIAMSON COUNTY, TEXAS.
9. A FLOODPLAIN DEVELOPMENT PERMIT MAY BE REQUIRED FOR LOT 2 PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT. THE NEED FOR A FLOODPLAIN DEVELOPMENT PERMIT WILL BE DETERMINED BY WILLIAMSON COUNTY UPON REVIEW OF THE PROPOSED STRUCTURE LOCATION.
10. THE MINIMUM FINISHED FLOOR ELEVATIONS (FFE) FOR LOTS SHOWN ON THIS PLAT ARE DETERMINED BY A STUDY BY PARADISE ENGINEERS LLC, DATED NOVEMBER 18, 2024.
11. THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
12. FLOODPLAIN INFORMATION, SUCH AS FLOODPLAIN BOUNDARIES, DEPTHS, ELEVATIONS, AND THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT, WILL CHANGE OVER TIME WITH BETTER DATA AND FLOOD STUDIES. THE FLOODPLAIN INFORMATION SHOWN ON THIS PLAT WAS ACCURATE AT THE TIME OF PLATTING, BUT MAY BE SUPERSEDED AT THE TIME OF CONSTRUCTION. THE BEST AVAILABLE FLOODPLAIN DATA SHALL BE UTILIZED AT THE TIME OF CONSTRUCTION, AS DETERMINED BY THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR. A FLOODPLAIN DEVELOPMENT PERMIT APPLICATION MUST BE SUBMITTED AND APPROVED PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT WITHIN OR ADJACENT TO A REGULATED FLOODPLAIN.
13. THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.2, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF THE PLAT HAS THREE OR LESS LOTS FOR SINGLE FAMILY RESIDENTIAL USE, WITH LESS THAN 20% IMPERVIOUS COVER PER LOT.
14. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, WILL CHANGE OVER TIME AND THE CURRENT EFFECTIVE FLOODPLAIN DATA TAKES PRECEDENCE OVER FLOODPLAIN DATA REPRESENTED ON THIS PLAT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
15. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
16. THE PRE-ATLAS 14 500 YEAR WATER SURFACE ELEVATION IS TO BE UTILIZED AS AN ALTERNATIVE TO THE 100 YEAR NOAA ATLAS 14 FLOODPLAIN. (2021 WCSR 4.23)
17. MAXIMUM OF 20% IMPERVIOUS COVER PER LOT, OTHERWISE STORMWATER MANAGEMENT CONTROLS SHALL BE DESIGNED, CONSTRUCTED AND MAINTAINED BY OWNER. IF IMPERVIOUS COVER IS PROPOSED TO EXCEED MAXIMUM PERCENTAGE ALLOWED, CONTACT WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATION TO REVIEW THE STORMWATER MANAGEMENT CONTROLS PROPOSED ON LOT.
18. ANY PROPOSED DEVELOPMENT THAT OBSTRUCTS OR DIVERTS FLOW WITHIN A DRAINAGE EASEMENT MAY NOT BE PERMITTED AND IS AT THE DISCRETION OF THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
19. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR LOT 1 WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
20. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.

KONTUR TECHNICAL, LLC
26 WOODLAND LANE, ROUND ROCK, TEXAS 78664
TEL: (512) 360-0012 TBPELS REGISTRATION #10194591

OWNER: STEPHANIE BACHMEYER
P.O. BOX 390
TAYLOR, TEXAS 76574
(512) 569-3049

ACREAGE: 34.197 ACRES (1,489,564 SQ. FT.)

NUMBER OF LOTS: 2

NUMBER OF BLOCKS: 1

SURVEY: A.J. DALLAS SURVEY, A-183

SUBMITTAL DATE: DECEMBER 16, 2024

SURVEYOR: COREY JOSEPH HALL, RPLS
KONTUR TECHNICAL, LLC
26 WOODLAND LANE
ROUND ROCK, TEXAS 78664
(512) 360-0012

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FINAL PLAT
KELLEY SUBDIVISION
BEING 34.197 ACRE OUT OF THE A.J. DALLAS SURVEY, ABSTRACT NO. 183, RECORDED IN DOCUMENT NO. 2022113061 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

OWNER'S SIGNATURE BLOCK:

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS;**
COUNTY OF WILLIAMSON §

I, Stephanie Bachmeyer, sole owner of the certain tract of land shown hereon and described in a deed recorded in Document No. 2022113061 of the Official Public Records of Williamson County, Texas, and do hereby state that there are no lien holders of the certain tract of land, and do hereby subdivide said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate, and do hereby state that all public roadways and easements as shown on this plat are free of liens. This subdivision is to be known as **KELLEY SUBDIVISION**.

TO CERTIFY WHICH, WITNESS by my hand this 12 day of June, 2025.

S Bachmeyer
Stephanie Bachmeyer
P.O. Box 390
Taylor, Texas 76574

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

Before me, the undersigned, a notary public in and for said county and state, on this day personally appeared Stephanie Bachmeyer, known to me to be the person whose name is subscribed to the foregoing instrument.

Given under my hand and seal of the office on this the 12 day of June, 2025.

Christine Silva Gonzales
NOTARY PUBLIC in and for the State of Texas

CHRISTINE SILVA GONZALES
NOTARY PUBLIC
STATE OF TEXAS
ID # 652396-0
My Comm. Expires 03-24-2027

SURVEYOR'S CERTIFICATION:

That I, Corey Joseph Hall, Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correctly made from an actual survey made on the ground of the property legally described hereon, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines of roads in place, except as shown on the accompanying plat, and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with the subdivision regulations of the Williamson County, Texas.

This tract is not located within the Edwards Aquifer Recharge Zone.

TO CERTIFY WHICH, WITNESS my hand and seal at Round Rock, Williamson County, Texas, this 11th day of JUNE, 2025.

Corey Joseph Hall
Registered Professional Land Surveyor
No. 6362 State of Texas

STATE OF TEXAS
REGISTERED
COREY JOSEPH HALL
6362
PROFESSIONAL
LAND SURVEYOR

ON-SITE SEWAGE FACILITY:

Based upon the above representations of the engineer or surveyor whose seal is affixed hereto, and after a review of the survey as represented by the said engineer or surveyor, I find that this plat complies with the requirements of Edwards Aquifer Regulations for Williamson County and Williamson County On-Site Sewage Facility Regulations. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. The Williamson County Engineer's office and Williamson County disclaims any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated with it.

Adam D. Boatright 6/17/2025

Adam D. Boatright, P.E. Date
Williamson County Engineer

ROAD NAME AND 911 ADDRESSING APPROVAL:

Road name and address assignments verified this the 12 day of June, 2025 A.D.

Cindy Bridges
Williamson County Addressing Coordinator
Cindy Bridges

COUNTY JUDGE:

I, Steven Snell, County Judge of Williamson County, Texas, do hereby certify that this map or plat, with field notes hereon, for a subdivision having been fully presented to the Commissioners Court of Williamson County, Texas, and by the said Court duly considered, were on this day approved and that this plat is authorized to be registered and recorded in the proper records of the County Clerk of Williamson County, Texas.

Steven Snell, County Judge Date
Williamson County, Texas

WILLIAMSON COUNTY CLERK:

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS;**
COUNTY OF WILLIAMSON §

I, Nancy E. Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the ____ day of _____, 20___ A.D., at _____ o'clock, __ .M., and duly recorded this the day of _____ 20___ A.D., at _____ o'clock, __ .M., in the Official Public Records of said County in Instrument No._____.

TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

Nancy E. Rister, Clerk County Court
of Williamson County, Texas

By:_____, Deputy

OWNER: STEPHANIE BACHMEYER
P.O. BOX 390
TAYLOR, TEXAS 76574

ACREAGE: 34.197 ACRES (1,489,564 SQ. FT.)

NUMBER OF LOTS: 2

NUMBER OF BLOCKS: 1

SURVEY: A.J. DALLAS SURVEY, A-183

SUBMITTAL DATE: DECEMBER 16, 2024

SURVEYOR: COREY JOSEPH HALL, RPLS
KONTUR TECHNICAL, LLC
26 WOODLAND LANE
ROUND ROCK, TEXAS 78664
(512) 360-0012

KONTUR TECHNICAL, LLC
26 WOODLAND LANE, ROUND ROCK, TEXAS 78664
TEL: (512) 360-0012 TBPELS REGISTRATION #10194591

P:\Shared drives\Active\Survey\County\WILLIAMSON\GRANGER\A.J. DALLAS SURVEY,\4227.001.00\DWG\4227.001-FINAL.dwg PLOTTED ON 5/20/2025

Commissioners Court - Regular Session **31.**

Meeting Date: 06/24/2025

Salt Lake, Brook & Front Street - IEA - SWA#2 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. 2 to Work Authorization No. 1 to the Salt Lake, Brook, and Front Street contract executed March 19, 2024, between Williamson County and IEA, Inc., relating to the 2023 Road Bond Program. Project: P687 Fund Source: Road Bonds

Background

This Supplemental No. 2 to Work Authorization No. 1 is for additional utility and drainage coordination and increases the fee by $102,985.62 from $573,010.28 to $675,995.90 and extends the termination date to 12/31/2025.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Salt Lake, Brook & Front Street - IEA - SWA#2 to WA#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	06/18/2025 11:14 AM
Form Started By: Marie Walters		Started On: 06/17/2025 01:44 PM
Final Approval Date: 06/18/2025		

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

WILLIAMSON COUNTY ROAD BOND PROJECT:
Engineering for SaltLake, Brook, and Front Street Project

This Supplemental Work Authorization No. 2 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 19, 2024 and Contract Amendment No. 1, being dated April 9, 2025 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and IEA, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective April 15, 2024 (the "Work Authorization");

WHEREAS, the County and the Engineering executed Supplemental Work Authorization No. 1 dated effective April 16, 2025 (the Supplemental Work Authorization No. 1);

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 and the Supplemental Work Authorization No. 1 are hereby supplemented and modified as shown in the attached revised Attachment "B".

II. The Work Authorization shall terminate on December 31, 2025. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C".

III. The maximum amount payable for services under the Work Authorization and the Supplemental Work Authorization No. 1 is hereby increased from $573,010.28 to $675,995.90. The revised Fee Schedule is attached hereto as Attachment "D".

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

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

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

ENGINEER:	**COUNTY:**
By: David M.Y. Millikan Signature	By: _____ Signature
David M.Y. Millikan Printed Name	_____ Printed Name
Area Manager Title	_____ Title
6/11/25 Date	_____ Date

LIST OF ATTACHMENTS

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

APPROVED
By Christen Eschberger at 1:25 pm, Jun 13, 2025

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE ENGINEER FOR SALT LAKE, BROOK, FRONT STREET PROJECT

PROJECT DESCRIPTION

Project Limits
Unchanged under this SWA#2.

Existing Facility
Unchanged under this SWA#2.

Proposed Facility
The existing SaltLake, Brook, and Front Street roadways will be reconstructed and widened to a 16' wide through 26' wide 2-lane section (based upon ROW limitations) with ditch improvements. The pavement section will be determined based upon the geotechnical report and traffic data.

Design Criteria
Unchanged under this SWA#2.

1. PROJECT MANAGEMENT

   a. COMMUNICATION:

      - No supplemental scope under this SWA#2.

   b. MONTHLY PROGRESS REPORTS, INVOICES, AND BILLINGS (New total of 20 months):

      - Additional 5 months of Contract Time provided in this SWA#2.

   c. QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC) PLAN:

      - Provide additional QA/QC for additional deliverables including integration of additional SUE data and joint-bid water line relocation design (by others) into plan set, revisions to ditch grading and culverts based upon additional SUE data and decision to allow grading on UPRR property provided in this SWA#2.

   d. PROJECT COORDINATION & ADMINISTRATION (New total of 18 months):

      - Additional 5 months of Contract Time provided in this SWA#2.

   e. PROGRESS/COORDINATION MEETINGS (New total of 40 external meetings):

      - Additional 5 months of Contract Time provided in this SWA#2.

f. PROJECT SCHEDULE:

- Additional 5 months of Contract Time provided in this SWA#2 and additional schedule updates (through December 31, 2025).

g. PROJECT DOCUMENTS/FILES:

- Additional documents and files related to supplemental SUE information, joint-bid water line relocation designs (by others), and coordination with UPRR regarding ditch grading and drainage improvements on its property provided in this SWA#2.

h. DELIVERABLES:

- Additional 5 months of Contract Time provided in this SWA#2.

    1. Monthly Invoices and Progress Reports including Deliverable Table
    2. Meeting Minutes, Sign-In Sheets, and Agendas
    3. Project Schedule and Updates
    4. Project Files

2. ROUTE AND DESIGN STUDIES

a. DATA COLLECTION:

- No supplemental scope under this SWA#2.

b. DESIGN CRITERIA:

- No supplemental scope under this SWA#2.

c. CONSTRAINTS MAP:

- No supplemental scope under this SWA#2.

d. DELIVERABLES:

- No supplemental scope under this SWA#2.

3. PUBLIC INVOLVEMENT

a. PUBLIC INVOLVEMENT SUPPORT

- No supplemental scope under this SWA#2.

b. PROPERTY OWNER MEETING SUPPORT

No supplemental scope under this SWA#2.

c. STAKEHOLDER MEETINGS

- No supplemental scope under this SWA#2.

d. DELIVERABLES:

- No supplemental scope under this SWA#2.

4. UTILITY COORDINATION SUPPORT

a. Incorporation of additional SUE information provided by Cobb Fendley and Associates (CFA) into project plans and construction documents.

b. Coordination with CFA and GEC regarding design for 2" City of Bartlett waterline relocation within project limits that will be joint-bid with this project.

5. ABSTRACT RIGHT OF WAY (ROW) AND MAPPING

a. No supplemental scope under this SWA#2.

6. CONDEMNATION SUPPORT

a. No supplemental scope under this SWA#2.

7. SURVEYING

a. No supplemental scope under this SWA#2.

8. SCHEMATIC DEVELOPMENT

a. No supplemental scope under this SWA#2.

9. DRAINAGE STUDY

a. No supplemental scope under this SWA#2.

10. ENVIRONMENTAL SERVICES

a. Update THC letter of concurrence and Phase I ESA documents to be in alignment with the revised project widths and limits including minor ditch re-grading on the UPRR property along the east side of West Front Street.

11. GEOTECHNICAL SERVICES

a. No supplemental scope under this SWA#2.

12. PLAN PREPARATION

a. Increased hydrologic/hydraulic modeling for 11 cross culverts beneath West Front Street, Elm Avenue, and Pietzsch Street rather than 3 as indicated in the initial project scope.

b. Increased plan preparation for drainage design of 11 cross culverts beneath West Front Street, Elm Avenue, and Pietzsch Street rather than 3 is indicated in the initial project scope.

c. Re-design of ditches to reflect additional cross culverts, grading outside of ROW on railroad property, and improved parallel conveyance.

13. PERMITS [N/A]

14. BIDDING PHASE SERVICES

a. No supplemental scope under this SWA#2.

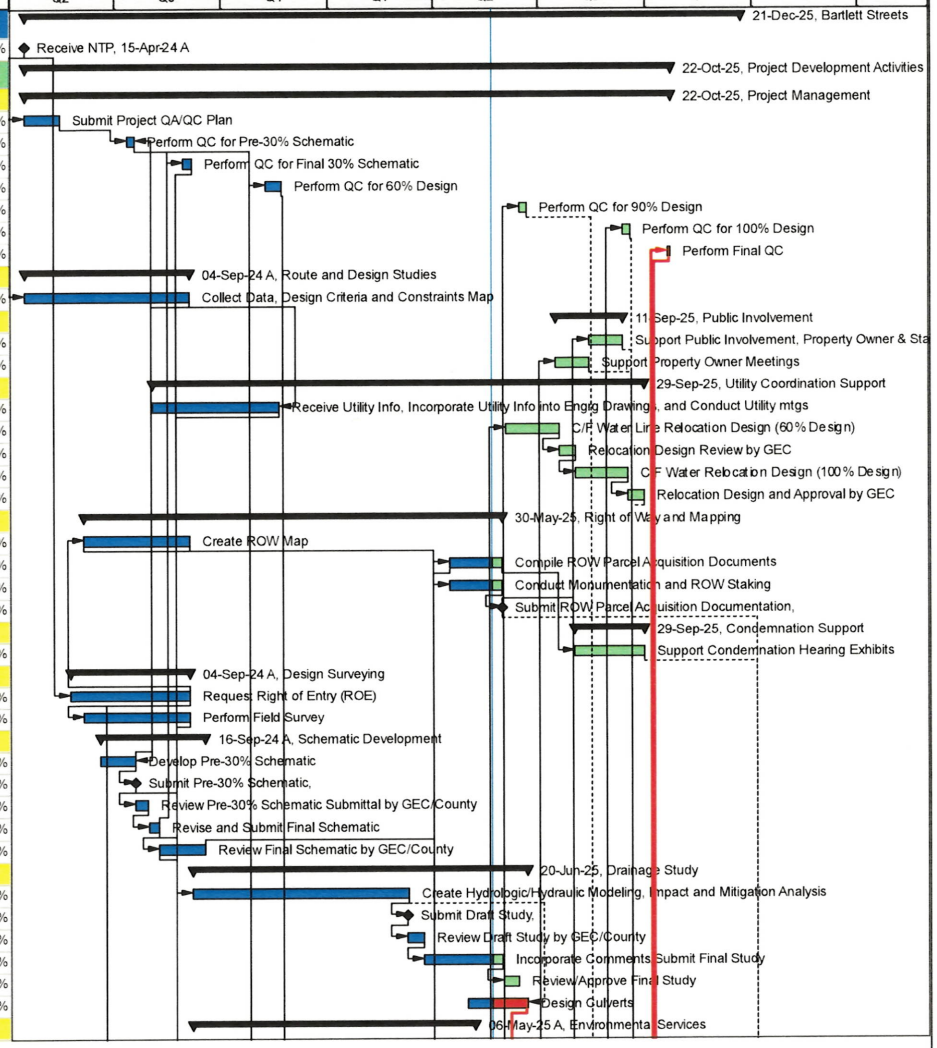
15. EXCLUSIONS

a. No supplemental exclusions under this SWA#2.

Attachment C - Work Schedule

Classic Schedule Layout — Salt Lake, Brook Front Street (Data Date 5/22/2025)

Activity ID	Activity Name	At Completion Duration	Start	Finish	Duration % Complete
Bartlett Streets					
A1000	Receive NTP	0	15-Apr-24 A		100%
Project Development Activities					
Project Management					
A1020	Submit Project QA/QC Plan	30	15-Apr-24 A	14-May-24 A	100%
A1030	Perform QC for Pre-30% Schematic	7	12-Jul-24 A	19-Jul-24 A	100%
A1031	Perform QC for Final 30% Schematic	7	30-Aug-24 A	06-Sep-24 A	100%
A1040	Perform QC for 60% Design	15	08-Nov-24 A	22-Nov-24 A	100%
A1050	Perform QC for 90% Design	7	14-Jun-25	20-Jun-25	0%
A1060	Perform QC for 100% Design	7	12-Sep-25	18-Sep-25	0%
A1070	Perform Final QC	3	20-Oct-25	22-Oct-25	0%
Route and Design Studies					
A1080	Collect Data, Design Criteria and Constraints Map	142	15-Apr-24 A	04-Sep-24 A	100%
Public Involvement					
A1090	Support Public Involvement, Property Owner & Stakeholder Meetings	30	13-Aug-25	11-Sep-25	0%
A1100	Support Property Owner Meetings	30	15-Jul-25	13-Aug-25	0%
Utility Coordination Support					
A1110	Receive Utility Info, Incorporate Utility Info into Engrg Drawings, and Conc	110	02-Aug-24 A	20-Nov-24 A	100%
A1111	C/F Water Line Relocation Design (60% Design)	47	02-Jun-25	18-Jul-25	0%
A1112	Relocation Design Review by GEC	14	19-Jul-25	01-Aug-25	0%
A1113	C/F Water Relocation Design (100% Design)	45	02-Aug-25	15-Sep-25	0%
A1114	Relocation Design and Approval by GEC	14	16-Sep-25	29-Sep-25	0%
Right of Way and Mapping					
A1120	Create ROW Map	92	04-Jun-24 A	04-Sep-24 A	100%
A1130	Compile ROW Parcel Acquisition Documents	46	15-Apr-25 A	30-May-25	80.43%
A1140	Conduct Monumentation and ROW Staking	46	15-Apr-25 A	30-May-25	80.43%
A1260	Submit ROW Parcel Acquisition Documentation	0		30-May-25	0%
Condemnation Support					
A1150	Support Condemnation Hearing Exhibits	60	01-Aug-25	29-Sep-25	0%
Design Surveying					
A1160	Request Right of Entry (ROE)	104	23-May-24 A	04-Sep-24 A	100%
A1170	Perform Field Survey	92	04-Jun-24 A	04-Sep-24 A	100%
Schematic Development					
A1180	Develop Pre-30% Schematic	31	18-Jun-24 A	19-Jul-24 A	100%
A1190	Submit Pre-30% Schematic	0		19-Jul-24 A	100%
A1200	Review Pre-30% Schematic Submittal by GEC/County	10	19-Jul-24 A	29-Jul-24 A	100%
A1202	Revise and Submit Final Schematic	9	30-Jul-24 A	08-Aug-24 A	100%
A1212	Review Final Schematic by GEC/County	40	08-Aug-24 A	16-Sep-24 A	100%
Drainage Study					
A1210	Create Hydrologic/Hydraulic Modeling, Impact and Mitigation Analysis	186	06-Sep-24 A	10-Mar-25 A	100%
A1211	Submit Draft Study	0		10-Mar-25 A	100%
A1213	Review Draft Study by GEC/County	14	10-Mar-25 A	23-Mar-25 A	100%
A1214	Incorporate Comments/Submit Final Study	68	24-Mar-25 A	30-May-25	86.76%
A1215	Review/Approve Final Study	14	31-May-25	13-Jun-25	0%
A1220	Design Culverts	52	30-Apr-25 A	20-Jun-25	42.31%
Environmental Services					

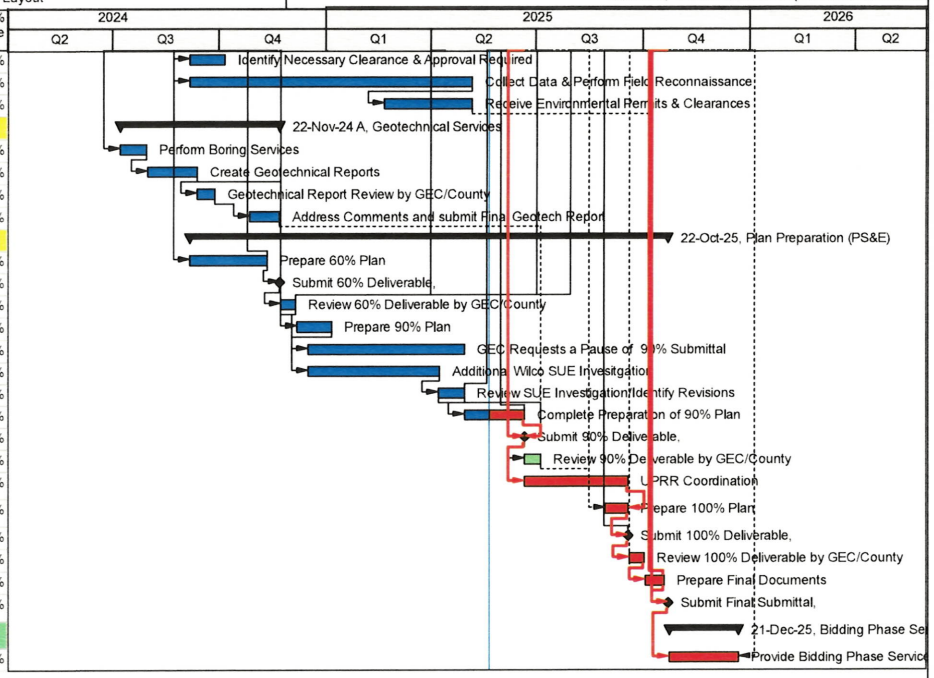


Actual Level of Effort | Actual Work | Remaining Work | Critical Remaining Work | Milestone | summary

TASK filter: All Activities

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Activity ID	Activity Name	At Completion Duration	Start	Finish	Duration % Complete
A1230	Identify Necessary Clearance & Approval Required	30	06-Sep-24 A	05-Oct-24 A	100%
A1240	Collect Data & Perform Field Reconnaissance	243	06-Sep-24 A	06-May-25 A	100%
A1250	Receive Environmental Permits & Clearances	76	20-Feb-25 A	06-May-25 A	100%
Geotechnical Services					
A1270	Perform Boring Services	22	08-Jul-24 A	30-Jul-24 A	100%
A1280	Create Geotechnical Reports	44	31-Jul-24 A	12-Sep-24 A	100%
A1290	Geotechnical Report Review by GEC/County	16	12-Sep-24 A	27-Sep-24 A	100%
A1300	Address Comments and submit Final Geotech Report	27	27-Oct-24 A	22-Nov-24 A	100%
Plan Preparation (PS&E)					
A1320	Prepare 60% Plan	67	06-Sep-24 A	11-Nov-24 A	100%
A1330	Submit 60% Deliverable	0		22-Nov-24 A	100%
A1340	Review 60% Deliverable by GEC/County	14	23-Nov-24 A	06-Dec-24 A	100%
A1350	Prepare 90% Plan	31	07-Dec-24 A	06-Jan-25 A	100%
A1351	GEC Requests a Pause of 90% Submittal	135	17-Dec-24 A	30-Apr-25 A	100%
A1352	Additional Wilco SUE Invesitgation	113	17-Dec-24 A	08-Apr-25 A	100%
A1353	Review SUE Investigation/Identify Revisions	23	08-Apr-25 A	30-Apr-25 A	100%
A1354	Complete Preparation of 90% Plan	52	30-Apr-25 A	20-Jun-25	42.31%
A1360	Submit 90% Deliverable	0		20-Jun-25	0%
A1370	Review 90% Deliverable by GEC/County	14	21-Jun-25	04-Jul-25	0%
A1371	UPRR Coordination	90	21-Jun-25	18-Sep-25	0%
A1380	Prepare 100% Plan	20	30-Aug-25	18-Sep-25	0%
A1390	Submit 100% Deliverable	0		18-Sep-25	0%
A1400	Review 100% Deliverable by GEC/County	14	19-Sep-25	02-Oct-25	0%
A1410	Prepare Final Documents	17	03-Oct-25	19-Oct-25	0%
A1430	Submit Final Submittal	0		22-Oct-25	0%
Bidding Phase Services					
A1420	Provide Bidding Phase Services	60	23-Oct-25	21-Dec-25	0%



Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone
summary

TASK filter: All Activities

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IEA	City of Bartlett Streets Supplemental Work Authorization No. 2 to WA No. 1 Attachment D - Fee Schedule				
Labor Category	Administrative Specialist I (4-8 yrs)	Engineer in Training I (0-5 yrs)	Professional Engineer V (20-25 yrs)	Managing Engineer V (20-25 yrs)	
Specified Rate	$98.96	$111.97	$283.23	$334.40	
1. Project Management (5 mo. Extension)					
Monthly Progress Reports, Invoices, Billings (5)	5			5	
Qualtity Assurance and Quality Control (QA/QC) Plan		24	8	2	
Project Coordination & Administration	5			10	
Progress/Coordination Meetings (10)	10		10	10	
Project Schedule				10	
Project documents/files	26		10	5	
Subtotal Hours	**46**	**24**	**28**	**42**	**140**
Subtotal Dollars	**$4,552.16**	**$2,687.28**	**$7,930.44**	**$14,044.80**	**$29,214.68**
4. Utility Coordination Support					
Review of added SUE info to determine impacts on project			24	4	
Incorporate added utility info into engrg drawings		40	4	2	
Subtotal Hours	**0**	**40**	**28**	**6**	**74**
Subtotal Dollars	**$0.00**	**$4,478.80**	**$7,930.44**	**$2,006.40**	**$14,415.64**
9. Drainage Study					
Additional Hydrologic/Hydraulic modeling (from 3 cross culverts to 11 cross road culverts) Plus 8			40	2	
Subtotal Hours	**0**	**0**	**40**	**2**	**42**
Subtotal Dollars	**$0.00**	**$0.00**	**$11,329.20**	**$668.80**	**$11,998.00**
10. Environmental Services					
Coordination for ENV updates				2	
Subtotal Hours	**0**	**0**	**0**	**2**	**2**
Subtotal Dollars	**$0.00**	**$0.00**	**$0.00**	**$668.80**	**$668.80**
12. Plan Preparation					
Plan preparation cross road culvert design and sheet creation (from 3 cross culverts to 11 cross road culverts) Plus 8		80	30	2	
Re-design of ditches to reflect additional cross road culverts and grading outside ROW on RR property		120	40	4	
Subtotal Hours	**0**	**200**	**70**	**6**	**276**
Subtotal Dollars	**$0.00**	**$22,394.00**	**$19,826.10**	**$2,006.40**	**$44,226.50**

IEA Total Hours
534
$100,523.62
IEA Total Dollars

OTHER DIRECT EXPENSES	QUANTITY
IEA Direct Expenses:	0
Toll Charges	0
Parking	0
Courier	0
Postage	0
Photocopies B/W (8 1/2" X 11")	0
Photocopies Color (8 1/2" X 11")	0
Photocopies B/W (11" X 17")	0
Photocopies Color (11" X 17")	0
CD-ROM	0
Large Format Plotting	0
Mileage	0
SUBTOTAL DIRECT EXPENSES	$0.00

ICF Total Hours
16
$2,462.00
ICF Total Dollars

SWA #2 Total Hours
550
$102,985.62
SWA #2 Total Dollars

6/11/2025

B&A_ICF

City of Bartlett Streets
Supplemental Work Authorization No. 2
Attachment D - Fee Schedule

Labor Category	Sr. Project Manager	Environmental Professional	Clerical/ Administrative	
Specified Rate	$225.00	$170.00	$78.00	
10. Environmental Services				
Historical & Phase I ESA Updates	2	10	4	
Subtotal Hours	**2**	**10**	**4**	**16**
Subtotal Dollars	**$450.00**	**$1,700.00**	**$312.00**	**$ 2,462.00**
15. Exclusions				
a. Construction Phase Services				
b. TBD				

Total Hours	**2**	**10**	**4**	**ICF Total Hours**
Total Dollars	**$450.00**	**$1,700.00**	**$312.00**	**16**
DIRECT EXPENSES				**$2,462.00**
				ICF Total Dollars

DIRECT EXPENSES	UNIT COST	QTY	COST
HAZARDOUS MATERIALS DATABASE SEARCH	$500.00	0	$0.00
MILEAGE	$0.67	0	$0.00
MEALS	$59.00	0	$0.00
TOTAL DIRECT EXPENSES			$0.00

6/11/2025

Commissioners Court - Regular Session **32.**

Meeting Date: 06/24/2025

RM 1431 - STV - SWA#4 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. 4 to Work Authorization No. 1 to the RM 1431 from US 183A to IH 35 contract executed November 21, 2023, between Williamson County and STV Infrastructure relating to the LTP Corridor Program. Project: P631 Fund Source: LTP Corridor

Background

This Supplemental No. 4 to Work Authorization No. 1 is for additional engineering and public outreach services and increases the fee by $64,640.00 from $555,733.23 to $620,373.23 and extends the termination date to 9/30/2025.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RM 1431 - STV - SWA#4 to WA#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	06/18/2025 11:30 AM
Form Started By: Marie Walters		Started On: 06/17/2025 01:58 PM
Final Approval Date: 06/18/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 4
TO
WORK AUTHORIZATION NO. 1

WILLIAMSON COUNTY ROAD BOND PROJECT:
RM1431 from US183A to IH 35 ("Project")

This Supplemental Work Authorization No. **4** to Work Authorization No. **1** is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **November 21, 2023** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **STV Infrastructure** (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. _1_ dated effective **January 29, 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".

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

III. The maximum amount payable for services under the Work Authorization is hereby increased from $555,733.23 to $620,373.23. The revised Fee Schedule is attached hereto as Attachment "D".

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

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

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

ENGINEER:	**COUNTY:**
By: _____	By: _____
Signature	Signature
Robin Handel	_____
Printed Name	Printed Name
Senior Vice President	_____
Title	Title
6/10/2025	_____
Date	Date

LIST OF ATTACHMENTS

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

APPROVED
By Christen Eschberger at 1:36 pm, Jun 13, 2025

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE ENGINEER FOR
FM 1431 FROM US183A TO I-35

PROJECT DESCRIPTION

Project Limits

The proposed project limits are as follows:

FM 1431 from US183A to IH-35

Proposed Facility

The proposed ultimate facility is a controlled access facility with two express lanes in each direction, one 2-lane frontage road in each direction, access ramps at major corridors, and 1 shared use path in each direction. The proposed right-of-way (ROW) width will typically be 220 feet wide; however, it may vary to accommodate drainage, including detention ponds and drainage easements.

Design Criteria

The proposed design criteria for the project will be developed from Williamson County and TxDOT design criteria. It is anticipated that in most cases the most stringent of the design criteria will be used.

2. ROUTE AND DESIGN STUDIES

b. Design Summary:

- Update design along IH 35 to evaluate and propose lane drops where feasible. Update design from 2 managed lanes and 5 general purpose lanes in each direction along IH 35 to 1 managed lane and 5 general purpose lanes in each direction.
- Update design at RM 1431/183A intersection to include a fully directional interchange for the ultimate condition of RM 1431 managed lanes per Cedar Park comment.

3. PUBLIC INVOLVEMENT

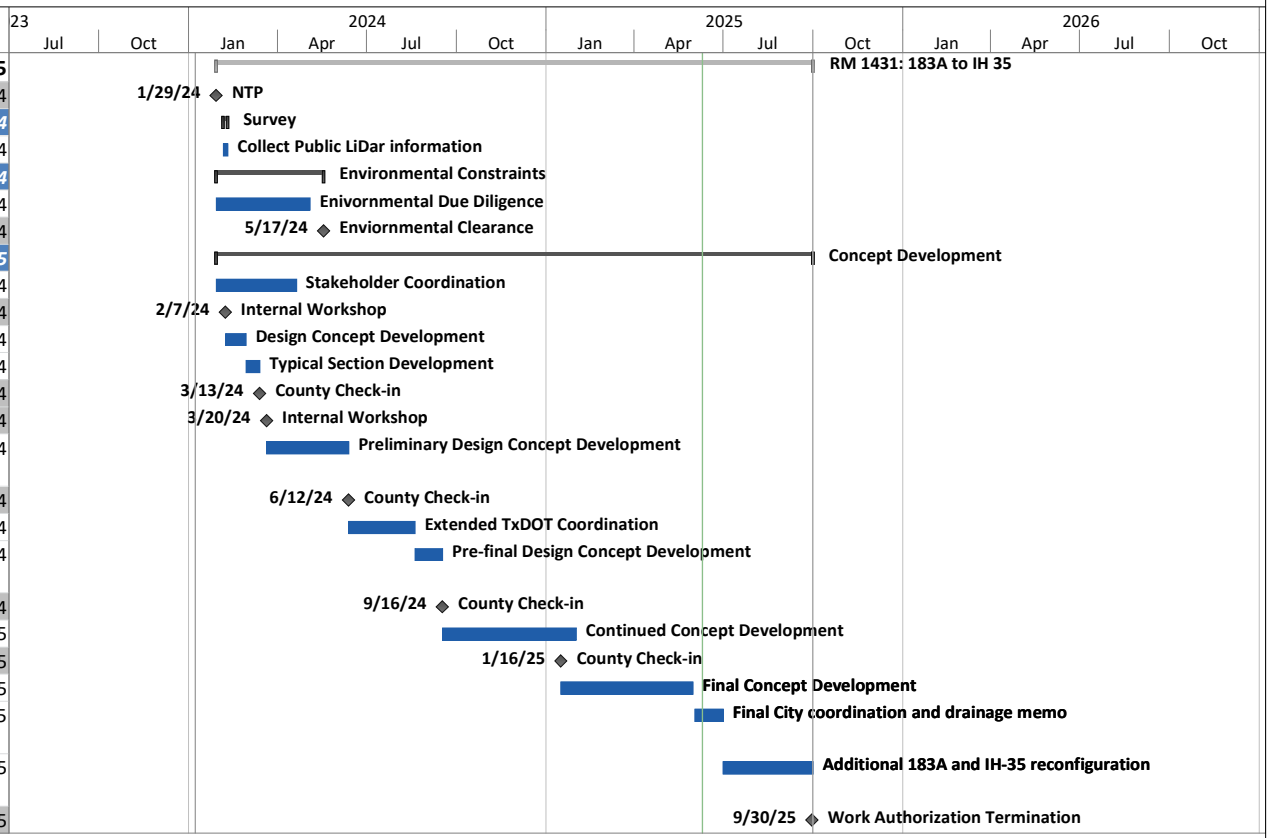
As this is a Road Bond Project, public involvement activities will be conducted through the County's existing public involvement contract with Rifeline. The engineer will provide support for the Public Involvement plans for the following activities:

b. Public Involvement Plan

- Additional coordination meetings with local agencies.

ATTACHMENT C
RM 1431: 183A to IH 35
Work Schedule

ID	Task Name	Duration	Start	Finish
0	**RM 1431: 183A to IH 35**	**437 days**	**Mon 1/29/24**	**Tue 9/30/25**
1	NTP	0 days	Mon 1/29/24	Mon 1/29/24
2	***Survey***	***5 days***	***Mon 2/5/24***	***Fri 2/9/24***
3	Collect Public LiDar information	5 days	Mon 2/5/24	Fri 2/9/24
4	***Environmental Constraints***	***80 days***	***Mon 1/29/24***	***Fri 5/17/24***
5	Enivornmental Due Diligence	70 days	Mon 1/29/24	Fri 5/3/24
6	Enviornmental Clearance	0 days	Fri 5/17/24	Fri 5/17/24
7	***Concept Development***	***437 days***	***Mon 1/29/24***	***Tue 9/30/25***
8	Stakeholder Coordination	60 days	Mon 1/29/24	Fri 4/19/24
9	Internal Workshop	0 days	Wed 2/7/24	Wed 2/7/24
10	Design Concept Development	15 days	Wed 2/7/24	Wed 2/28/24
11	Typical Section Development	10 days	Wed 2/28/24	Wed 3/13/24
12	County Check-in	0 days	Wed 3/13/24	Wed 3/13/24
13	Internal Workshop	0 days	Wed 3/20/24	Wed 3/20/24
14	Preliminary Design Concept Development	60 days	Wed 3/20/24	Wed 6/12/24
15	County Check-in	0 days	Wed 6/12/24	Wed 6/12/24
16	Extended TxDOT Coordination	48 days	Wed 6/12/24	Mon 8/19/24
17	Pre-final Design Concept Development	20 days	Mon 8/19/24	Mon 9/16/24
18	County Check-in	0 days	Mon 9/16/24	Mon 9/16/24
19	Continued Concept Development	99 days	Mon 9/16/24	Fri 1/31/25
20	County Check-in	0 days	Thu 1/16/25	Thu 1/16/25
21	Final Concept Development	97 days	Thu 1/16/25	Fri 5/30/25
22	Final City coordination and drainage memo	21 days	Mon 6/2/25	Mon 6/30/25
23	Additional 183A and IH-35 reconfiguration	66 days	Tue 7/1/25	Tue 9/30/25
24	Work Authorization Termination	0 days	Tue 9/30/25	Tue 9/30/25



Task Milestone Summary

Attachment D - STV

RM 1431
183A to IH 35
Williamson County

Fee Schedule

Project Phase	Task Description	Project Manager	Senior Project Engineer	Project Engineer II	Project Engineer I	Design Engineer II	Design Engineer I	EIT II	EIT I	Total Labor Hours	Total Direct Labor Costs
		$350.00	$300.00	$240.00	$215.00	$180.00	$160.00	$135.00	$115.00		
	2 & 3. ROUTE STUDIES AND PUBLIC INVOLVEMENT										
	2. Route & Design Studies										
b	Design Summary										
	Feasibility Tech Memo (Document Decisions & Coordination)	2	12							14	$ 4,300.00
	I-35 Revise Layout 5 GP, 1 Express Lane	4	20		10	20	24		8	86	$ 17,910.00
	RM1431 - Braided Ramps between Wyoming Springs & IH 35	4	20		4	10	16		4	58	$ 13,080.00
	183A Full Direction Interchange	4	20		10	12	20		4	70	$ 15,370.00
	183A Adjust ML Layout	4	4		8	8	16		4	44	$ 8,780.00
	3. Public Involvement										
	Local Agency meetings	8	8							16	$ 5,200.00
										0	$ -
										0	$ -
										0	$ -
	2 & 3. ROUTE STUDIES AND PUBLIC INVOLVEMENT Sub Total										
	HOURS SUB-TOTALS	26	84	0	32	50	76	0	20	**288**	
	SUBTOTAL	$ 9,100.00	$ 25,200.00	$ -	$ 6,880.00	$ 9,000.00	$ 12,160.00	$ -	$ 2,300.00		**$ 64,640.00**

Commissioners Court - Regular Session **33.**

Meeting Date: 06/24/2025

CR 138 Safety Improvements - RTG - SWA#2 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. 2 to Work Authorization No. 1 to the CR 138 Safety Improvements contract executed March 19, 2024, between Williamson County and Rodriquez Transportation Group, Inc., relating to the 2023 Road Bond Program. Project: P677 Fund Source: Road Bonds

Background

This Supplemental No. 2 to Work Authorization No. 1 extends the termination date to 9/30/2025.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR 138 Safety Improvements - RTG - SWA#2 to WA#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	06/18/2025 11:32 AM
Form Started By: Marie Walters		Started On: 06/17/2025 01:59 PM
Final Approval Date: 06/18/2025		

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

WILLIAMSON COUNTY ROAD BOND PROJECT:
CR 138 Safety Improvements

This Supplemental Work Authorization No. 2 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 19, 2024 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Rodriguez Transportation Group, 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 Work Authorization shall terminate on September 30, 2025. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

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

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

ENGINEER: **Rodriguez Transportation Group, Inc.**	**COUNTY:** **Williamson County, Texas**
By: _____ Signature	By: _____ Signature
David Krizan Printed Name	_____ Printed Name
Project Manager Title	_____ Title
10 June 2025 Date	_____ Date

LIST OF ATTACHMENTS

Attachment C - Work Schedule

APPROVED
By Christen Eschberger at 1:19 pm, Jun 13, 2025

ATTACHMENT C – Work Schedule

Supplemental Work Authorization No. 2
CR 138 Safety Improvements WA #1

TASK	START	END
1. Effective Date WA #1	03/22/2024	
2. Project Management, Meetings, and Coordination	03/22/2024	09/30/2025
3. Plan Preparation (PS&E) Services	04/04/2024	09/30/2025
4. WA #1 Termination		09/30/2025

Commissioners Court - Regular Session **34.**

Meeting Date: 06/24/2025

Sonterra Blvd - Huitt-Zollars - WA#2

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Work Authorization No. 2 to the Sonterra Boulevard contract executed March 19, 2024, between Williamson County and Huitt-Zollars, relating to the 2023 Road Bond Program. Project: P685 Fund Source: Road Bonds

Background

This Work Authorization No. 2 is for construction phase services in the amount of $31,347.50 and terminates on 3/31/2026.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Sonterra Blvd - Huitt-Zollars - WA#2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	06/18/2025 11:34 AM
Form Started By: Marie Walters		Started On: 06/17/2025 02:01 PM
Final Approval Date: 06/18/2025		

WORK AUTHORIZATION NO. 2

WILLIAMSON COUNTY ROAD BOND PROJECT
SONTERRA BOULEVARD

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 19, 2024 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Huitt-Zollars, 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 $31,347.50.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on 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.

Continued next page

EXECUTED this _____.

ENGINEER:

Huitt-Zollars, Inc.

By:_____
Signature

Rey Gonzalez
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 Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

APPROVED
By Kate wilder at 1:18 pm, Jun 17, 2025

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY
FOR SONTERRA BOULEVARD

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 including 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 information on any meetings/discussions held with adjoining property owners that may impact the project.

7. 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.

8. Submittal of documentation and permits to regulatory agencies for review and comment, when specified.

9. Support project development efforts with stakeholders, coordinate meetings and interface with stakeholders, as needed.

10. Post and maintain project information for public consumption on the County website.

11. Assist with Coordination between the Engineer and the County's other consultants.

12. Negotiate with all utility companies for any agreements and/or relocations required.

13. Provide an agent as necessary to secure proposed ROW and relocate/remove improvements on proposed ROW.

14. Provide construction observation and review contractor pay applications and progress.

15. Provide Engineer with Contractor submittals, Requests for Information (RFI's), shop drawings, and correspondence.

16. Review Engineer progress, submittals, and plan changes.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE ENGINEER
CONSTRUCTION PHASE SERVICES FOR SONTERRA BOULEVARD

PROJECT DESCRIPTION

Existing Facility

The existing facility is an uncontrolled intersection of Sonterra Boulevard at the I-35 NB Frontage Road. The frontage road is a two lane asphalt road with shoulders. Sonterra Boulevard is a divided asphalt road with two eastbound lanes and one westbound lane. The existing Sonterra Boulevard ROW is approximately 100' wide. The existing I-35 ROW is 400'. The pavement is in poor condition and subject to ponding following rain events.

Proposed Facility

The proposed improvements include the construction of a right turn lane on the northbound frontage of IH-35 at Sonterra Boulevard, in addition to the reconstruction of the Sonterra Boulevard intersection at IH-35 including associated paving, grading, drainage, signage and pavement marking improvements.

1. PROJECT MANAGEMENT

   a. 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.

   - Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current County requirements.

2. CONSTRUCTION PHASE SERVICES

a. REQUESTS FOR INFORMATION - RFIs (**5** assumed):

- Attend site visits and/or meetings to gather data and information for RFI responses.
- Respond to Contractor RFIs and provide design clarifications, additional information, and additional data to the GEC as required within seven (7) calendar days.

b. REVIEW CONTRACTOR SUBMITTALS & SHOP DRAWINGS (**6** assumed):

- Review Contractor submittals and shop drawings received from the GEC. Shop drawings will be reviewed for general conformance with the plans and specifications and will include providing stamped concurrence, exceptions or resubmittal notations to the Contractor within seven (7) calendar days. The County will not be billed for plan revisions resulting from engineering errors or omissions.

c. PLAN REVISIONS FOR FIELD CHANGES (**5** sheets assumed):

- Engineer will provide minor revisions to plans in order to address differing site conditions, third party accommodation, or other owner directed changes. Revisions to plans will include revision clouds around any changes, will include descriptions and quantities of changes, CAD files, and will be sealed by a professional engineer. The County will not be billed for plan revisions resulting from engineering errors or omissions.

d. ATTEND MEETINGS (**6** assumed):

- Engineer will attend meetings at the project site or Williamson County representative office, as requested. When in attendance, Engineer will provide meeting minutes and sign in sheet.
- Visit the project site on request (**2.5** hours per visit) during construction to address questions on interpretation of plans.

e. WATER QUALITY BMP CERTIFICATION:

- No scope as part of this WA.

f. TRAFFIC SIGNAL TIMING:

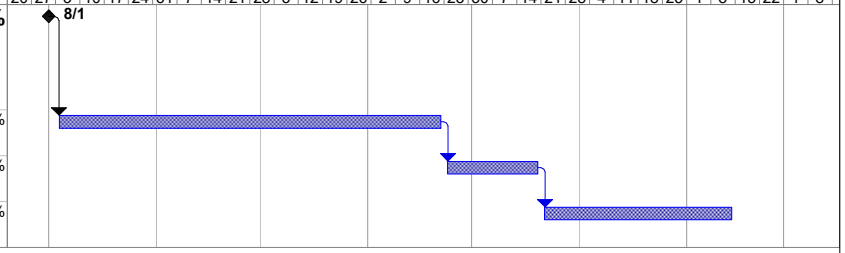
- No scope as part of this WA.

3. DELIVERABLES

a. All contract documents, including hard copies and electronic files, shall be turned over to the County at each milestone and at the completion of the project. Documents shall be posted to the County's project management database as requested.

Attachment C
Williamson County
Sonterra Boulevard
Work Schedule

ID	Task Name	Duration	Start	Finish	Predecessors	% Complete
1	**Signed Contract and Notice to Proceed with Construction**	0 days	Fri 8/1/25	Fri 8/1/25		**0%**
2	Substantial Completion	80 days	Mon 8/4/25	Fri 11/21/25	1	0%
3	Final Completion	20 days	Mon 11/24/25	Fri 12/19/25	2	0%
4	Close Out Process	40 days	Mon 12/22/25	Fri 2/13/26	3	0%



ATTACHMENT D

FEE SCHEDULE SUMMARY

Prime: HUITT-ZOLLARS
Project: Sonterra Boulevard

SUMMARY

DESCRIPTION	HUITT-ZOLLARS	SAM	RABA KISTNER	HICKS & COMPANY	TOTAL COST
Project Management	$4,200.00				$4,200.00
Work Product No. 6 - Construction Phase Services	$26,747.50				$26,747.50
LABOR COST	**$30,947.50**				**$30,947.50**
TOTAL DIRECT EXPENSES	$400.00				$400.00
TOTAL	**$31,347.50**	**$0.00**	**$0.00**	**$0.00**	**$31,347.50**
Percent of Total	100%	0%	0%	0%	

ATTACHMENT D

FEE SCHEDULE

Prime: HUITT-ZOLLARS

Project: Sonterra Boulevard

	No. of Sheets	Principal In-Charge	QA Manager	Sr. Project Manager	Project Manager	Sr. Civil Engineer	Civil Engineer	Sr. Structural Engineer	Structural Engineer	EIT	Sr. Designer	Designer	Sr. CAD Technician	CAD Technician	Sr Project Support	Project Support	Total Hours	Total Labor Cost
Project Management																		
a. Communication																	0	$0.00
b. Monthly Progress Reports, Invoices & Billings																		$0.00
Prepare monthly invoices and progress reports (assume 1 hr/mo for 8 mos)				3												4	7	$1,300.00
c. QA/QC Plan																		$0.00
Prepare QA/QC plan																	0	$0.00
d. Project Coordination & Administration																		$0.00
Prepare & maintain routine project record keeping (8 mos)				2												4	6	$1,000.00
Manage project (County coordination) (8 mos)				4												4	8	$1,600.00
e. Progress/Coordination Meetings																		$0.00
Attend coordination/progress meeting																	0	$0.00
Prepare agenda, sign-in sheets, meeting minutes																	0	$0.00
f. Project Schedule																		$0.00
Develop project schedule				1													1	$300.00
Monthly schedule update																	0	$0.00
Labor Hours - Subtotal	0	0	0	10	0	0	0	0	0	0	0	0	0	0	0	12	22	$ 4,200.00
Labor Hour Cost		**$325.00**	**$300.00**	**$300.00**	**$275.00**	**$260.00**	**$200.00**	**$270.00**	**$200.00**	**$155.00**	**$215.00**	**$140.00**	**$160.00**	**$110.00**	**$115.00**	**$100.00**		
Project Management - Subtotal		$0.00	$0.00	$3,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,200.00		$4,200.00

FEE SCHEDULE

Prime: HUITT-ZOLLARS

Project: Sonterra Boulevard

	No. of Sheets	Principal In-Charge	QA Manager	Sr. Project Manager	Project Manager	Sr. Civil Engineer	Civil Engineer	Sr. Structural Engineer	Structural Engineer	EIT	Sr. Designer	Designer	Sr. CAD Technician	CAD Technician	Sr Project Support	Project Support	Total Hours	Total Labor Cost
Work Product No. 6 - Construction Phase Services																		
1. Provide and Prepare Conformance Plans / Issued for Construction Set				1		2				4							7	$1,440.00
2. Attend Site Meetings ~ 6 total:																	0	$0.00
a. Preconstruction Meeting (1)				2.5		2.5				2.5							7.5	$1,787.50
b. Construction Progress Meetings (3)				7.5		7.5				7.5							22.5	$5,362.50
c. Substantial Completion Meeting (1)				2.5		2.5				2.5							7.5	$1,787.50
d. Final Completion Meeting (1)				2		2				2							6	$1,430.00
3. Responses to RFIs / Clarifications and Interpretations (Up to 5 total)				2		10				20							32	$6,300.00
4. Issue Responses and Recommendations to Contractor Change Order Requests (Up to 2 total)				2		2				4							8	$1,740.00
5. Submittal Reviews (Review up to 6 total)				3		6				12							21	$4,320.00
6. Pay Application Reviews **(BY COUNTY)**																	0	$0.00
7. Final Record Drawing Submittal				1		4				8							13	$2,580.00
																		$0.00
																		$0.00
Labor Hours - Subtotal	0	0	0	23.5	0	38.5	0	0	0	62.5	0	0	0	0	0	0	124.5	$26,747.50
Labor Hour Cost		**$325.00**	**$300.00**	**$300.00**	**$275.00**	**$260.00**	**$200.00**	**$270.00**	**$200.00**	**$155.00**	**$215.00**	**$140.00**	**$160.00**	**$110.00**	**$115.00**	**$100.00**		
Work Product No. 6 - Subtotal		$0.00	$0.00	$7,050.00	$0.00	$10,010.00	$0.00	$0.00	$0.00	$9,687.50	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$26,747.50
Labor Hours Cost - Grand Total		**$0.00**	**$0.00**	**$10,050.00**	**$0.00**	**$10,010.00**	**$0.00**	**$0.00**	**$0.00**	**$9,687.50**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$1,200.00**		**$30,947.50**
Other Direct Expenses - Grand Total																		
Grand Total																	**124.50**	**$30,947.50**

Commissioners Court - Regular Session **35.**

Meeting Date: 06/24/2025

Line Item Transfer for Non-Departmental General Fund

Submitted For: Julie Kiley **Submitted By:** Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

This transfer is to fund the Economic Development Incentives due for Fiscal Year 2025.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0409.004604	Pymts to TIF/TIRZ	$305,642.52
To	0100.0409.004606	Pymts to Econ Dev Incentive	$305,642.52

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	06/18/2025 09:21 AM
Budget Office	Saira Hernandez	06/18/2025 10:28 AM
Form Started By: Julie Kiley		Started On: 06/17/2025 05:46 PM
Final Approval Date: 06/18/2025		

Commissioners Court - Regular Session **36.**

Meeting Date: 06/24/2025

Budget Amendment for Non-Departmental General Fund.

Submitted For: Julie Kiley **Submitted By:** Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

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 for additional expenditures for Non-Departmental.

Background

This Budget Amendment is necessary to fund the contractual obligations of the Economic Development Agreements.

Fiscal Impact

From/To	Acct No.	Description	Amount
To	0100.0409.004606	Pymts to Econ Dev Incentive	$1,041,001.82

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	06/18/2025 09:31 AM
Form Started By: Julie Kiley		Started On: 06/17/2025 05:52 PM
Final Approval Date: 06/18/2025		

Commissioners Court - Regular Session **37.**

Meeting Date: 06/24/2025

2025 Gold Bell Seal for Workplace Mental Health by Mental Health America

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 on the 2025 Gold Bell Seal for Workplace Mental Health by Mental Health America (MHA).

Background

We are proud to announce that we have been awarded and maintained, for the second year in a row, the 2025 Gold Bell Seal for Workplace Mental Health by Mental Health America (MHA). The Bell Seal is a first-of-its-kind workplace mental health certification recognizing employers striving to create mentally healthy workplaces for their employees. MHA is the nation's leading community-based nonprofit dedicated to promoting mental health, well-being, and illness prevention for all. MHA has spent decades researching mental health in the workplace and introduced in 2019 the Bell Seal for Workplace Mental Health to recognize companies and organizations that understand the value of addressing mental health at work and implement policies and practices that support employee well-being. The Bell Seal recognizes employer advances in workplace mental health by awarding Bronze, Silver, Gold, and Platinum recognition levels. Only 1 in 4 employers meet the standards for Bell Seal certification. Williamson County underwent a rigorous evaluation of its policies and practices in four areas: workplace culture, benefits, compliance, and wellness programs. Gaining status as a Bell Seal-certified organization demonstrates Williamson County's ongoing commitment to employee mental health and well-being. We offer many resources for our employees and their families and continue to work on building a culture that supports employee and community mental health. Williamson County is committed to providing the best for its employees and looks forward to continuing work to ensure they uphold the standards the Bell Seal for Workplace Mental Health set forth.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	06/17/2025 02:30 PM
Form Started By: Shelley Loughrey		Started On: 06/16/2025 03:52 PM
Final Approval Date: 06/17/2025		

Commissioners Court - Regular Session **38.**

Meeting Date: 06/24/2025

June 2025 Employee Wellness Updates

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

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding the June Employee Benefits Wellness Updates.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

6.24.2025 Employee Wellness Updates

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	06/17/2025 02:05 PM
Form Started By: Shelley Loughrey		Started On: 06/16/2025 03:40 PM
Final Approval Date: 06/17/2025		

WELLNESS UPDATE

06/24/2025

WILCO ONE

one body one mind one you one place

June 2025 Updates

- Wellness Actions must show as complete in the Personify Health system no later than 12/01/25
- Must either complete the 3 actions (Health Survey, Wellness Exam, Biometric Form) or reach 30,000 points
- No exceptions for missing items or not reaching the individual point level
- We encourage employees to get items done early in the year

WILCO WELL CARE: ONSITE WELLNESS

- On-site Wellness Screenings will end this week
- Harbor Health will be onsite until the end of the week for Wellness Actions
- All scheduled times are taken, but limited walk-up appointments are available
- If you need to complete your Wellness Actions, please do so now!
- Visit us on-site if you need help with your Personify Health Account

NEW PROGRAMS

- Total Population Health – Offers Coaching on a variety of topics and needs located in the Personify Health account
- SmartDollar - Financial well-being program offering help on any financial goal, also offers free coaching, free tax and will preparation, and more.
- Both programs give points in the Personify Health System
- Contact the Benefits Team to find out more information on programs and ways to earn points

Commissioners Court - Regular Session **39.**

Meeting Date: 06/24/2025

FY 2026 Benefit Committee Recommendations, Plan Changes, Employee/Retiree Rates and Employer Contributions

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

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding the FY 2026 Benefit Committee Recommendations, Plan Changes, Employee/Retiree Rates and Employer Contribution.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY 2026 Benefit Committee Recommendations

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	06/17/2025 02:07 PM
Form Started By: Shelley Loughrey		Started On: 06/16/2025 03:44 PM
Final Approval Date: 06/17/2025		

Williamson County

2026 Benefits Fund Budget –
Benefit Committee Recommendations

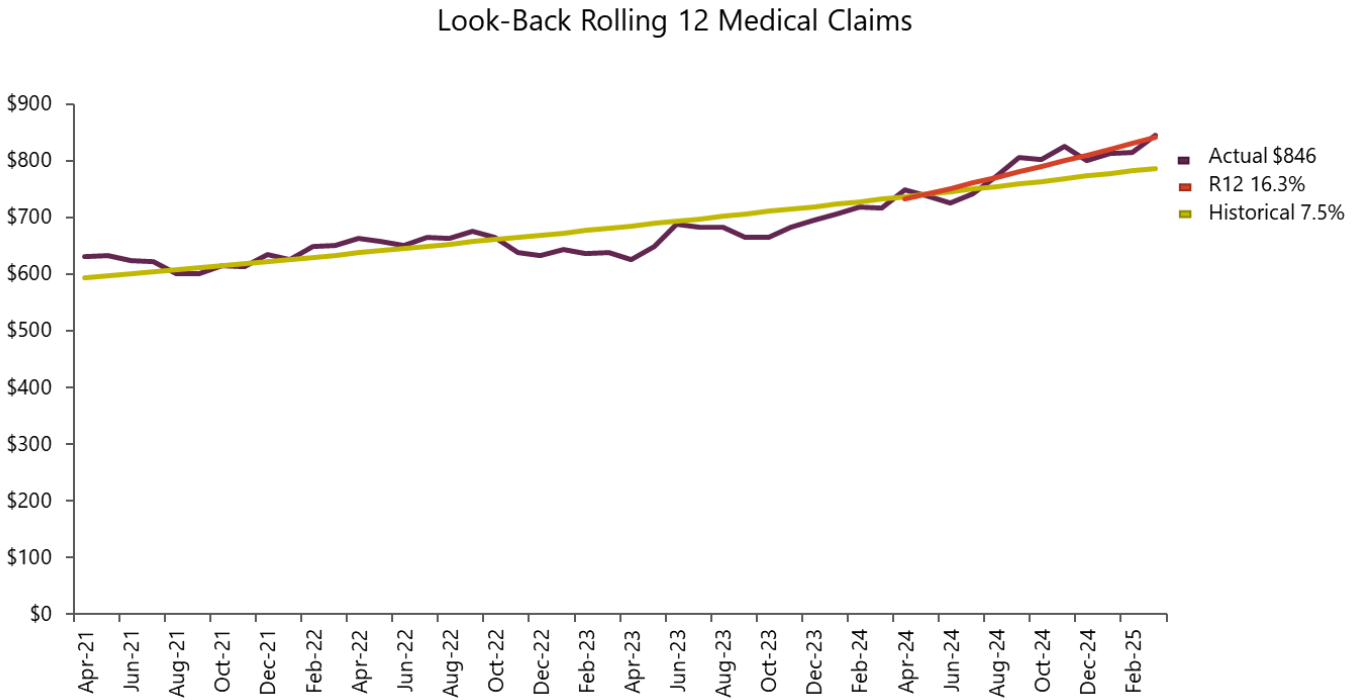
June 24, 2025

HOLMES MURPHY

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- ❑ Pharmacy Trend
- ❑ Medical Plan Designs 2026
- ❑ 2026 Medical & Pharmacy Budget Assumptions
- ❑ 2026 Medical & Wellness Add-On
- ❑ 2026 Medical Rates for Actives and Retirees
- ❑ 2026 Dental Budget Assumptions
- ❑ 2026 Dental Plan Design
- ❑ 2026 Dental Rates

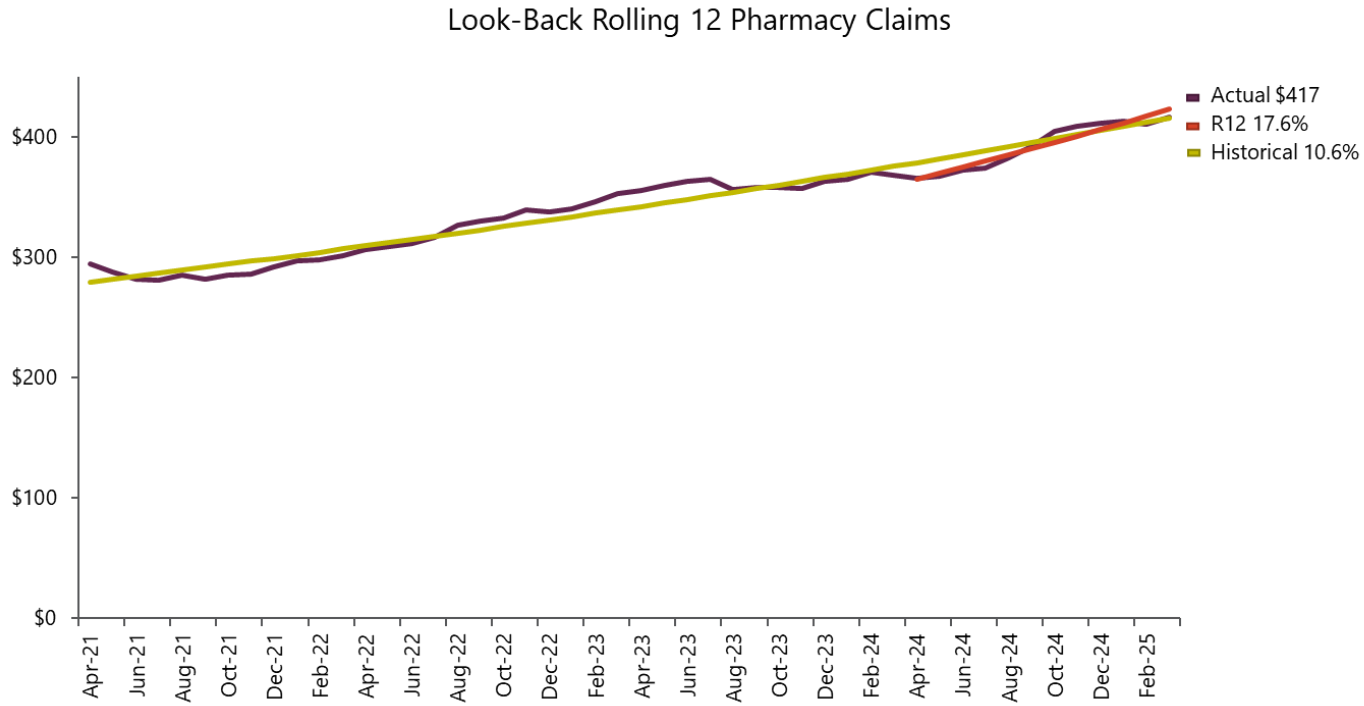
Medical Trend Rolling 12



Gross medical claims before SL reimbursements

- Since 2021 the County's medical trend has been negative 7.5% before stop loss reimbursements
- For the last 12 months the County's medical trend has been 16.3% due to inflation and higher utilization (before stop loss reimbursements)
- The County's historical medical trend is lower than national average

Pharmacy Trend Rolling 12



Gross pharmacy claims before rebates

- Since 2021 the County's pharmacy trend has been 10.6% before pharmacy rebates
- For the last 12 months the County's pharmacy trend has been 17.6% (before pharmacy rebates)
- The County's historical pharmacy trend is lower than national average

2026 Proposed Medical Plan Design Changes

	HSA Plan		Traditional Plan Choice		Traditional Plan Choice+	
	In-Network ONLY		In-Network ONLY		In-Network*	
Coinsurance (Employer portion)	80%		80%		80%	
Deductible (Ind/Fam)	$3,400 / $6,800		$2,500 / $5,000		$1,500 / $3,000	
Out-of-Pocket Max (Ind/Fam)	$5,500 / $11,000		$5,500 / $11,000		$5,500 / $11,000	
County HSA Contribution	$2,000		N/A		N/A	
Medical Plan Design						
Primary Office Visit	**20% Coinsurance		$25 Copay, $10 <19 Child		$25 Copay, $10 <19 Child	
Specialist Office Visit	**20% Coinsurance		$50 Copay		$50 Copay	
In Patient Hospital	**20% Coinsurance		**20% Coinsurance		**20% Coinsurance	
Emergency Room	**20% Coinsurance		$400 Copay		$400 Copay	
Diagnostic Labs	**20% Coinsurance		No charge		No charge	
Basic X-rays and Diagnostic Imaging	**20% Coinsurance		No charge		No charge	
Rx Plan Design	**Retail**	**Mail Order**	**Retail**	**Mail Order**	**Retail**	**Mail Order**
Generics	**20% Coinsurance		35% ($10 Min/$125 Max)	$20 Copay	35% ($10 Min/$125 Max)	$20 Copay
Preferred Brand Drugs	**20% Coinsurance		35% ($40 Min/$125 Max)	$80 Copay	35% ($40 Min/$125 Max)	$80 Copay
Non-Preferred Brand Drugs	**20% Coinsurance		35% ($75 Min/$125 Max)	$100 Copay	35% ($75 Min/$125 Max)	$100 Copay
Specialty High-Cost Drugs	**20% Coinsurance		$150 Copay	$150 Copay	$150 Copay	$150 Copay

- Deductible changes from $3,300 individual / $6,600 family due to IRS 2026 changes to maintain an aggregate deductible.
**Out-of-Network Benefits available but not listed*
***20% Coinsurance, after deductible is met*

2026 Medical and Rx Budget Assumptions

- Projected costs based on Williamson County claims experience through **March 2025.**
- **Medical trend assumption of 7.9%, and Rx trend of 11.4%** based on 2025 Segal Health Plan Cost Trend Survey.
- Medical Past Coverage Level (PCL) selected at 50th percentile.
- Pharmacy Past Coverage Level (PCL) selected at 50th percentile.
- **Plan Changes:**
  - To remain ACA compliant, **HSA Plan** deductibles will be increasing to $3,400 Individual & $6,800 Family.
- **Contribution Changes:**
  - Increase employer contribution per full-time employee (FTE) from $810 to $844.
  - Minimal increase to all **Choice and Choice+ Plan** employee contributions.
  - Minimal increase to **HSA Plan** employee contributions (no change to employee ONLY contributions).
  - Increase to retirees to account for increased utilization.
- **Fixed Cost Assumptions:**
  - Assumes 3% increase to current **admin fees, subject to final negotiation.**
  - Assumes +15% increase to current **Individual Stop Loss coverage fees, subject to final negotiation.**
  - Assumes 2026 County budget rates will increase slightly.

2026 Budget Add-Ons – Wellness Initiatives

Add-On	Cost Impact
Employee Wilco Parks Pass	**$0**
Wellness Massage Reimbursement Increasing from $40 to $60 per Quarter	**Adjusted amount from $150,000 (2025)to $15,000 (2026) due to utilization**
UHC One Pass Select for all Full Time Employees Enrolled in Medical	**$199,071**
MAVEN – Maternity Pregnancy Support	**$10,000**
Proposed 2026 Wellness Budget - $502,255.48	**Total Impact - $209,071**

2026 Active Medical Cost

(Choice and Choice+ employee plan costs will minimal increase depending on tier. HSA employee plan cost remains flat, but on the Employee+Spouse, Employee+Child(ren) and Employee+Family coverage tiers will be slightly increasing)

Active Employees					
With All Incentives					
Choice Plan	**Employee Per 24 Pay Periods**	**Monthly Employee**	**Monthly Employer**	**Total Cost**	**$ Change for EE by pay period**
Employee Only	$29.54	$59.08	$748.33	$ 807.41	$1.67
Employee/Spouse	$118.08	$236.16	$1,580.52	$1,816.68	$6.68
Employee/Child	$61.88	$123.77	$1,491.06	$1,614.83	$3.50
Employee/Family	$126.10	$252.20	$2,371.90	$2,624.10	$9.34

With All Incentives					
Choice Plus Plan	**Employee Per 24 Pay Period**	**Monthly Employee**	**Monthly Employer**	**Total Cost**	**$ Change for EE by pay period**
Employee Only	$115.25	$230.50	$ 579.40	$ 809.90	$ 6.52
Employee/Spouse	$191.33	$382.66	$1,439.61	$1,822.27	$10.83
Employee/Child	$147.04	$294.09	$1,325.69	$1,619.78	$ 8.32
Employee/Family	$225.02	$450.04	$2,182.11	$2,632.15	$16.67

With All Incentives					
HSA Plan	**Employee Per 24 Pay Periods**	**Monthly Employee**	**Monthly Employer**	**Total Cost**	**$ Change for EE by pay period**
Employee Only	$0.00	$ 0.00	$ 969.62	$ 969.62	$0.00
Employee/Spouse	$59.04	$118.08	$2,063.51	$2,181.59	$3.34
Employee/Child	$30.94	$61.88	$1,877.31	$1,939.19	$1.75
Employee/Family	$63.05	$126.10	$3,025.11	$3,151.21	$4.67

Total Cost
=
Medical & RX Claims
+
Administration
+
Stop Loss Coverage

2026 Retiree Medical Cost

Retired Employees - Before 2/1/13				
With All Incentives				
Choice Plan	**Monthly Retiree**	**Monthly Employer**	**Total Cost**	**$ Change for Retiree by month**
Employee Only	$68.28	$739.15	$807.43	$8.91
Employee/Spouse	$272.88	$1,543.82	$1,816.70	$35.59
Employee/Child	$143.00	$1,471.83	$1,614.83	$18.65
Employee/Family	$286.01	$2,338.09	$2,624.10	$37.30

With All Incentives				
Choice Plus Plan	**Monthly Retiree**	**Monthly Employer**	**Total Cost**	**$ Change for Retiree by month**
Employee Only	$266.32	$543.58	$809.90	$34.74
Employee/Spouse	$442.12	$1,380.13	$1,822.26	$57.67
Employee/Child	$339.79	$1,279.98	$1,619.78	$44.32
Employee/Family	$510.36	$2,121.79	$2,632.15	$66.57

Increase based on trend

Total Cost
=
Medical & RX Claims
+
Administration
+
Stop Loss Coverage

2026 Retiree Medical Cost

Retired Employees - 8-15 years of Service				
With All Incentives				
Choice Plan	**Monthly Retiree**	**Monthly Employer**	**Total Cost**	**$ Change for Retiree by month**
Employee Only	$518.63	$288.79	$807.43	$67.65
Employee/Spouse	$997.08	$819.61	$1,816.70	$130.05
Employee/Child	$812.10	$802.73	$1,614.83	$105.93
Employee/Family	$1,456.07	$1,168.03	$2,624.10	$189.92

With All Incentives				
Choice Plus Plan	**Monthly Retiree**	**Monthly Employer**	**Total Cost**	**$ Change for Retiree by month**
Employee Only	$732.07	$77.83	$809.90	$95.49
Employee/Spouse	$1,292.27	$529.99	$1,822.26	$168.56
Employee/Child	$1,050.87	$568.91	$1,619.78	$137.07
Employee/Family	$1,752.58	$879.57	$2,632.15	$228.60

Total Cost
=
Medical & RX Claims
+
Administration
+
Stop Loss Coverage

2026 Retiree Medical Cost

Retired Employees - 16+ years of Service				
With All Incentives				
Choice Plan	**Monthly Retiree**	**Monthly Employer**	**Total Cost**	**$ Change for Retiree by month**
Employee Only	$284.92	$522.50	$807.42	$37.16
Employee/Spouse	$574.64	$1,242.06	$1,816.70	$74.95
Employee/Child	$446.06	$1,168.77	$1,614.83	$58.18
Employee/Family	$800.30	$1,823.80	$2,624.10	$104.39

With All Incentives				
Choice Plus Plan	**Monthly Retiree**	**Monthly Employer**	**Total Cost**	**$ Change for Retiree by month**
Employee Only	$476.25	$333.66	$809.91	$62.12
Employee/Spouse	$952.48	$869.78	$1,822.26	$124.24
Employee/Child	$646.79	$972.99	$1,619.78	$84.36
Employee/Family	$1,086.58	$1,545.57	$2,632.15	$141.73

Total Cost
=
Medical & RX Claims
+
Administration
+
Stop Loss Coverage

2026 Current Dental Plan Design

– *No Changes Proposed from 2025 plans*

Dental Benefits Overview	Dental Low Plan In-Network Benefits*	Dental High Plan In-Network Benefits*
Deductible		
Individual	$50	$50
Family	$150	$150
Annual Maximum	$1,000	$1,750
Preventive Services Oral Exam, Cleanings, Sealants, Space maintainers, X-rays, Fluoride treatments	100%	100%
Basic Services		
Fillings	90% after ded	90% after ded
Emergency Treatment	90% after ded	90% after ded
Simple Extractions	90% after ded	90% after ded
Oral Surgery	90% after ded	90% after ded
Root Canal / Endodontics	90% after ded	90% after ded
Periodontics	90% after ded	90% after ded
Major Services		
Crowns	Not Covered	65% after ded
Dentures, Inlays/Onlays	Not Covered	65% after ded
Reapris	Not Covered	65% after ded
Orthodontic Services - Adults & Children	Not Covered	50% up to $2,500 lifetime maximum

** Out-of-network benefits are available and are reimbursed based on usual and customary fees.*

2026 Dental Cost

– *No Changes Proposed from 2025 plan rates*

Active Employees (Retiree's will pay Monthly)				
Dental Low Plan	**Employee Per Pay Period**	**Monthly Employee**	**Monthly Employer**	**Total Cost**
Employee Only	$17.50	$35.00	$0	$35.00
Employee/Spouse	$32.50	$65.00	$0	$65.00
Employee/Child	$36.00	$72.00	$0	$72.00
Employee/Family	$40.50	$81.00	$0	$81.00

Dental High Plan	Employee Per Pay Period	Monthly Employee	Monthly Employer	Total Cost
Employee Only	$24.00	$48.00	$0	$48.00
Employee/Spouse	$44.50	$89.00	$0	$89.00
Employee/Child	$48.50	$97.00	$0	$97.00
Employee/Family	$55.00	$110.00	$0	$110.00

2026 Vision Cost

– *No Changes Proposed from 2025 plan rates*

Active Employees (Retiree's will pay Monthly)				
Vision Low Plan	**Employee Per Pay Period**	**Monthly Employee**	**Monthly Employer**	**Total Cost**
Employee Only	$ 6.35	$12.69	$0	$12.69
Employee/Spouse	$12.69	$25.38	$0	$25.38
Employee/Child	$13.84	$27.67	$0	$27.67
Employee/Family	$19.62	$39.23	$0	$39.23

Vision High Plan	Employee Per Pay Period	Monthly Employee	Monthly Employer	Total Cost
Employee Only	$8.68	$17.36	$0	$17.36
Employee/Spouse	$17.36	$34.72	$0	$34.72
Employee/Child	$18.92	$37.84	$0	$37.84
Employee/Family	$26.82	$53.63	$0	$53.63

Thank you.

HOLMES MURPHY

Commissioners Court - Regular Session **40.**

Meeting Date: 06/24/2025

Texas Veterans Commission Grant Veterans Treatment Court

Submitted For: Julie Kiley **Submitted By:** Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on a request by County Court at Law 2 to accept the Texas Veterans Commission Fund for Veterans Assistance grant awarded by the Texas Veterans Commission to support the Williamson County Veterans Treatment Court Program in the amount of $320,000 and authorize the County Judge to sign the Notice of Grant Award once finalized by the Texas Veterans Commission. The request to apply for the grant was approved by the Commissioners Court on October 1, 2024.

Background

The Grant will begin July 1, 2025, and run for a 14-month period thru August 31, 2026.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	06/18/2025 08:53 AM
Form Started By: Julie Kiley		Started On: 06/17/2025 05:28 PM
Final Approval Date: 06/18/2025		

Commissioners Court - Regular Session **41.**

Meeting Date: 06/24/2025

Off-Duty Vehicle Reimbursement Rates

Submitted For: Nathan Zinsmeyer **Submitted By:** Nathan Zinsmeyer, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on setting the off-duty government and non-governmental vehicle reimbursement rates at the calculated usage rate of $15 per hour, to be effective October 1, 2025.

Background

This agenda item is to take action on vehicle reimbursement rates, prior to off-duty agreements being renewed for Fiscal Year 2026. The estimated hourly rate of vehicle usage is calculated at approximately $15 per hour based on the cost of the vehicle, fuel, maintenance costs, and other expenses related to using a law enforcement vehicle. The current vehicle usage rate charged to government and non-governmental vehicle reimbursement rate entities is $14 per hour.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	06/17/2025 08:21 AM
Form Started By: Nathan Zinsmeyer		Started On: 06/16/2025 12:49 PM
Final Approval Date: 06/17/2025		

Commissioners Court - Regular Session **42.**

Meeting Date: 06/24/2025

Mutual Aid Agreement Fort Hood Emergency Services (Fire)

Submitted For: Steven Snell **Submitted By:** Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Mutual Aid Agreement with the Department of the Army.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Mutual Aid Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Delia Colon	06/17/2025 02:31 PM
Form Started By: Andrea Schiele		Started On: 06/17/2025 12:52 PM
Final Approval Date: 06/17/2025		

DEPARTMENT OF THE ARMY
UNITED STATES ARMY GARRISON, FORT CAVAZOS
1001 761ST TANK BATTALION AVENUE
FORT CAVAZOS, TEXAS 76544-5002

MUTUAL AID AGREEMENT (MAA)
WILLIAMSON COUNTY
MAA 25-001

This agreement, entered into this ____ day of ____, 2025, between the Secretary of the Army acting according to the authority of section 1856a, title 42, United States Code and Williamson County is to secure for each the benefits of mutual aid in fire prevention, the protection of life and property from fire, and firefighting, to include emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue events involving vehicular and water mishaps, and trench, building, and confined space extractions.

It is agreed that

a. On request to a representative of the Fort Cavazos Fire & Emergency Services (FES) by a representative of Williamson County, firefighting equipment and personnel of the FES will be dispatched when available to any point within the area for which Williamson County normally provides fire protection as designated by the representative of Williamson County.

b. On request to a representative of Williamson County by a representative of the FES, firefighting equipment and personnel of Williamson County will be dispatched when available to any point within the area for which the FES normally provides fire protection as designated by the representative of the FES.

c. The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for assistance should immediately inform the requesting department if, for any reason, assistance cannot be rendered.

d. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:

(1) Any request for aid under this agreement will specify the location to which the equipment and personnel are to be dispatched; however, the amount and type of equipment and number of personnel to be furnished will be determined by a representative of the responding organization.

(2) The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched, and will be subject to the orders of the official.

(3) A responding organization will be released by the requesting organization when the services of the responding organization are no longer required, or when the responding organization is needed within the area for which it normally provides fire protection.

(4) If a crash of aircraft owned or operated by the United States or military aircraft of any foreign nation occurs within the area for which Williamson County normally provides fire protection, the Chief of the FES or his or her representative may assume full command on arrival at the scene of the crash.

e. Each party hereby waives all claims against every other party for compensation for any loss, damage, injury or death occurring as a consequence of the performance of this agreement except those claims authorized under 15 U.S.C. 2210.

f. The Chief Fire Officers (CFO) and personnel of the fire departments of both parties to this agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct prefire planning inspections and drills.

g. The technical heads of the fire departments of the parties to this agreement are authorized and directed to meet and draft any detailed plans and procedures of operation necessary to effectively implement this agreement. Such plans and procedures of operations shall become effective upon ratification by the signatory parties.

h. All equipment used by FES in carrying out this agreement will be owned by FES; and all equipment and personnel used by Williamson County will be owned by Williamson County..

i. This agreement shall become effective upon the date hereof and remain in full force and effect until cancelled by mutual agreement of the parties hereto or by written notice by one party to the other party, giving thirty (30) days notice of said cancellation.

For Williamson County

_____
Judge Steven Snell
Williamson County

For the Secretary of the Army

_____
Lakicia R. Stokes
Colonel, US Army
Garrison Commander

Commissioners Court - Regular Session **43.**

Meeting Date: 06/24/2025

Help America Vote Act (HAVA) Grant Resolution

Submitted For: Bridgette Escobedo **Submitted By:** Bridgette Escobedo, Elections

Department: Elections

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to approve a resolution to apply for the 2025 HAVA Election Security Grant.

Background

A resolution is required to be submitted to the SOS to apply for grant funding to reimburse the purchase of Ballot on Demand Printers.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2025 HAVA Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	06/18/2025 08:46 AM
Form Started By: Bridgette Escobedo		Started On: 06/17/2025 04:15 PM
Final Approval Date: 06/18/2025		

2025 Help America Vote Act (HAVA) Election Security Grant Resolution
Williamson County, Texas

Williamson County Commissioners Court agrees that the expenditure of the funds will be in accordance with applicable federal and state law and any agreement between Williamson County and the State of Texas, Office of the Secretary of State as authorized under Section 101 of the Help America Vote Act of 2002 and in consultation and agreement with the county election official(s) as defined in Sections 12.001 and 31.091 of the Texas Election Code.

Williamson County Commissioners Court agrees to assign a single point of contact (SPOC) to act on behalf of the county in communicating with the Office of the Secretary of State, including the submission of all necessary reports.

Williamson County Commissioners Court agrees claims against the fund shall be audited and approved in the same manner as other claims against the county before they are paid.

Williamson County Commissioners Court agrees that it will not consider the availability of the funds in adopting the county budget.

Williamson County Commissioners Court agrees that in the event of loss, misuse, or noncompliance pursuant to any grant award agreement with the Secretary of State, Williamson County Commissioners Court assures that the funds will be returned to the Office of the Secretary of State in full.

ISSUED THIS THE _____ DAY OF JUNE 2025.

_____
Honorable Steven Snell
Williamson County Judge

_____
Terry Cook
County Commissioner, Precinct 1

_____
Cynthia Long
County Commissioner, Precinct 2

_____
Valerie Covey
County Commissioner, Precinct 3

_____
Russ Boles
County Commissioner, Precinct 4

Commissioners Court - Regular Session **44.**

Meeting Date: 06/24/2025

Approval of Processing and Service Agreement for the Purchase of New Election Equipment from Election Systems and Software, LLC for Elections

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 Processing and Service Agreement #2025273 for the purchase of new elections equipment from Election Systems and Software, LLC for the Williamson County Elections Department, in the amount of $1,137,300.00 and exempting Election Systems and Software, LLC from competitive bidding requirements per Texas Local Government Code Section 262.024(a)(7)(D) [discretionary exemption for captive replacement parts or components for equipment].

Background

Approval of this Processing and Service agreement will approve the purchase, allowing the continued support of the operations of the Williamson County Elections Department. The Trump Administration has issued an executive order to eliminate bar codes on voting ballots. Wilco, in response to this directive, will be changing which ballots they use. The attached is for a Ballot on Demand system that will comply with the order. Origination #2966. This expenditure will be charged accordingly: $1,107,610.72 charged to 01.0378.0378.005742 and $29,689.28 to 01.0100.0492.005742 per FY25 budget. Department contact is Vikki Farrow.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Quote

Form 1295

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/20/2025 08:00 AM
Form Started By: Barbi Hageman		Started On: 06/16/2025 02:55 PM
Final Approval Date: 06/20/2025		

ADDENDUM NO. 1
TO
BALLOT ON DEMAND SYSTEM, PROCESSING AND SERVICES AGREEMENT
BETWEEN
ELECTION SYSTEMS & SOFTWARE, LLC
AND
WILLIAMSON COUNTY, TEXAS

The underlying Ballot on Demand System, Processing and Services Agreement (the "Agreement"), between Election Systems & Software, LLC ("ES&S") and Williamson County, Texas ("Customer") 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.** Customer may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to ES&S. In the event of such termination, it is understood and agreed that only the amounts due to ES&S 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 Customer's termination of this Agreement for convenience.

2. **No Indemnification by Customer.** ES&S acknowledges and agrees that under the Constitution and the laws of the State of Texas, Customer cannot enter into an agreement whereby Customer agrees to indemnify or hold harmless any other party, including but not limited to ES&S; therefore, all references of any in this Agreement to Customer indemnifying, holding or saving harmless any other party, including but not limited to ES&S, 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 Customer, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party.

Customer 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. **Customer's Right to Audit.** ES&S agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of ES&S which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. ES&S agrees that Customer shall have access during normal working hours to all necessary ES&S 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 ES&S reasonable advance notice of intended audits.

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

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

   In the event that an error appears in an invoice submitted by ES&S, the Customer shall notify ES&S of the error not later than the twenty first (21st) day after the date the Customer receives the invoice. If the error is resolved in favor of ES&S, ES&S shall be entitled to receive interest on the unpaid balance of the invoice submitted by ES&S beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the Customer, ES&S 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.

   Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement

Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: https://www.wilcotx.gov/351/Vendor-Reimbursement. Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

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. **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 the Customer, its directors, officers and employees are additional insureds, such insurance shall be primary, and any insurance maintained by the Customer shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of the Customer. 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. ES&S shall furnish Customer with a certification of coverage issued by the insurer. ES&S shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, ES&S shall also notify Customer, 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.**

10. **Relationship of the Parties.** Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

11. **Sales and Use Tax Exemption.** Customer 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 Customer. Exemption certificates will be provided to contractors and suppliers upon request.

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

13. **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.

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

Williamson County, Texas:	**Election Systems & Software, LLC:**
_____	Jared Plath
Authorized Signature	Authorized Signature
_____	Jared Plath
County Judge/Presiding Officer	Printed Name
Dated: _____ _____, 20___	Dated: June 18, 2025

Approved as to Legal Form
HAL HAWES
General Counsel, Commissioners Court
Date: Jun 18 2025 Time: 2:24 pm

APPROVED
By Jalyn Morris at 2:50 pm, Jun 18, 2025

ELECTION Systems & Software

TESTED. PROVEN. TRUSTED.

Williamson County, Texas
Purchase Proposal Quote - Texas BuyBoard Contract # 710-23
Submitted by Election Systems & Software

Quote Date: 6/10/2025
Quote Valid Through: 7/10/2025

Purchase Solution Includes:

Quantity	Item Description	Unit Price	Extended Price
Ballot On Demand Hardware			
300	Compact Printer with Firmware (For use with BOD Laptop)	$775.00	$232,500.00
300	Laptop Computer with Router	$1,725.00	$517,500.00
Software			
300	Balotar Software License		$185,000.00
X	Single Request Capability Only		
Services			
6	Implementation Services	$2,050.00	$12,300.00
X	Project Management		
X	Ballot on Demand Training		
X	Ballot on Demand Equipment Installation		$82,000.00
X	1 Year Hardware and Software Warranty		Included
X	Estimated Shipping and Handling		$108,000.00
	Total Purchase Solution		**$1,137,300.00**
	Payment Terms		
	Amount due within thirty (30) calendar days of contract execution:		$568,650.00
	Amount due within thirty (30) calendar days of delivery of Hardware and/or Software:		$568,650.00
Annual Post-Warranty License and Maintenance and Support Fees (Fees are Based Upon a 1-Year Customer Commitment to Subscribe to the Following Services)			
	Annual Post-Warranty Software License and Maintenance and Support Fees:		
300	Balotar Software License		$74,010.00
	Total Annual Post-Warranty License and Maintenance and Support Fees		**$74,010.00**

Footnotes:

1. This quote is an estimate and is subject to final review and approval by both ES&S and the Customer.
2. Any applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer.
3. Subject to state, municipal, jurisdictional, provincial or territory laws to the contrary, the above pricing information is confidential, proprietary and trade secret information of ES&S and is intended only for the use of the individual or entity to which the document is directed to. This information may not be disclosed or reproduced either publicly or to any other individual or entity without the prior written authorization of ES&S.
4. Annual Post-Warranty License and Maintenance and Support Fees are not listed on Texas BuyBoard Contract # 710-23.
5. The quantity of service days reflects a reasonable estimate for implementation and selected ongoing election services. Quantities may change depending on specific Customer needs.

Ballot On Demand Footnotes:

1. Customer is responsible for purchasing blank ballot stock and consumables.
2. ES&S shall provide a warranty to the Customer for the Ballot on Demand Printer ("Printer") in coordination with the manufacturer of the Printer that shall commence upon delivery and terminate upon the earlier of: (1) three (3) years from the date of delivery (the "Maximum Coverage Period"), or (2) the end of the life of the fuser unit in the Printer. In the event that Customer desires to make a warranty claim prior to expiration of the Maximum Coverage Period, the parties shall determine if the warranty has expired by printing a printer settings sheet which displays the remaining life of the Printer's fuser unit. ES&S warrants during the Warranty Period it, in coordination with the manufacturer of the Printer, will replace a Printer which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty shall not include the repair or replacement of any Consumables. Any replaced Printer shall be warranted only for the unexpired term of the Warranty Period.

ELECTION SYSTEMS & SOFTWARE, LLC
BALLOT ON DEMAND SYSTEM, PROCESSING AND SERVICES AGREEMENT
B.O. #: 4071

This Agreement is made as of the date it is executed by the last of the parties named below on the signature page (the "Effective Date"),

BETWEEN: ELECTION SYSTEMS & SOFTWARE, LLC, a Delaware Limited Liability Company ("ES&S")

AND: WILLIAMSON COUNTY, TEXAS ("Customer").

RECITALS:

A. ES&S is the owner of certain ballot printing equipment and software as set forth herein and Customer has agreed to purchase and license the ballot printing equipment and related software and services from ES&S for use in **Williamson County, Texas** (the "Jurisdiction"). The terms and conditions under which such equipment, software and services shall be provided are set forth in the **GENERAL TERMS** attached hereto and incorporated herein by reference.

B. The following Exhibits are incorporated into, and constitute an integral part of, this Agreement (check all that apply):

___X___ Exhibit A (Pricing Summary)

___X___ Exhibit B (Ballot on Demand Equipment, ES&S Software and Services Description, Pricing and Fees)

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereto:

- Agrees to the **GENERAL TERMS** and the terms and conditions set forth in each Exhibit attached hereto and incorporated herein.
- Agrees that at all times, this Agreement shall be governed by and construed in accordance with the laws of the **State of Texas**, without regard to conflicts of law principles that would require the application of the laws of any other state.
- Represents and warrants to the other party that as of its signature below it has full power and authority to enter into and perform this Agreement, and that the person signing below on its behalf has been properly authorized to execute this Agreement.
- Acknowledges that it has read this Agreement, understands it and intends to be bound by it.

ELECTION SYSTEMS & SOFTWARE, LLC 11208 John Galt Boulevard Omaha, NE 68137 Fax No.: 402-970-1291	WILLIAMSON COUNTY, TEXAS 301 S.E. Inner Loop - Suite 104 Georgetown, TX 78626 Fax No.: N/A
Signature	Signature
Jared Plath Name (Printed or Typed)	Name (Printed or Typed)
VP of Finance Title	Title
06/17/2025 Date	Date

GENERAL TERMS
ARTICLE 1
DEFINITIONS

All capitalized terms used, but not otherwise defined, in these General Terms or in an Exhibit shall have the following meanings:

a. "Documentation" means the operating instructions, user manuals or training materials for the ES&S Equipment and ES&S Software.

b. "ES&S Software" means ES&S' proprietary Ballot on Demand Software and all Updates delivered to Customer under this Agreement, unless licensed pursuant to a separate written agreement.

c. "Ballot on Demand Equipment" means hardware and software manufactured and developed by parties other than ES&S. Ballot on Demand Equipment shall include, but not be limited to, any printers and laptop computers provided under this Agreement.

ARTICLE 2
SALE OF ES&S EQUIPMENT AND LICENSE OF ES&S SOFTWARE AND PAYMENT OF FEES

2.1 **Purchase Terms; Use.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell, and Customer agrees to purchase, the Ballot on Demand Equipment and licenses to the ES&S Software described on Exhibit B. The payment terms are set forth on Exhibit A. Title to the Ballot on Demand Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on Exhibit A for the Ballot on Demand Equipment.

2.2 a. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time, part time and temporary employees to use the ES&S Software described on Exhibit B and related Documentation supplied by ES&S. The licenses allow Customer to use (but not copy) the ES&S Software and the Documentation in the course of operating the ES&S Equipment and solely for the purposes of managing the printing of ballots in the Jurisdiction. The licenses granted in this Section 2.2 do not permit Customer to use the source code for the ES&S Software.

b. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

i. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;

ii. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party, including, but not limited to, any transfer of possession to, or use of the ES&S Software or Documentation by any third party to perform any services for Customer (including, but not limited to, any ballot printing, coding, programming or ballot layout services) without ES&S's prior written consent; or

iii. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or

iv. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the software (except ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g.,

copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

2.3 **Term of Licenses.** The licenses granted in Section 2.2 shall commence upon the delivery of the ES&S Software described in Section 2.2 and shall continue for the Initial Term of the Agreement (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on Exhibit A. ES&S may terminate the license if Customer fails to pay the consideration due for, or breaches Sections 2.2, 2.5, or 3.6 with respect to, such license. Upon the termination of either of the licenses granted in Section 2.2 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

2.4 **Updates.** During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades, or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of Third-Party Items required to operate the Updates as well as the cost of any replacements, retrofits or modifications to the Ballot on Demand Equipment which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S will charge Customer at its then-current rates to (i) install the Updates to the Customer, (ii) train Customer on Updates if such training is requested by Customer; or (iii) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Notwithstanding the foregoing, Customer shall pay ES&S to install all election management software Updates. If applicable, Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall pay ES&S for any Update which is required due to a change in state or local law.

2.5 **Fees.**

a. **Equipment Sale and Software License Fees.** The fees for the purchase of Ballot on Demand Equipment and License of ES&S Software are set forth on Exhibit A

ARTICLE 3
MISCELLANEOUS

3.1 **Term; Termination.** This Agreement shall be effective for a **One (1) Year Period beginning on the Effective Date** (the "Initial Term"). The Initial Term shall automatically renew for an unlimited number of successive one-year period unless otherwise agreed to, in writing, by the parties (each a "Renewal Period"). The Initial Term and all Renewal Periods shall be collectively referred to herein as the "Term". The Term shall continue until this Agreement is terminated by the first to occur of (i) either party's election to terminate it upon the expiration of the Initial Term or any Renewal Period thereof, written notice of such election shall be given to the other party at least sixty (60) calendar days prior to the expiration of the Initial Term or any Renewal Period; (ii) the date that is thirty (30) days after either party notifies the other that the other has materially breached this Agreement, and the breaching party fails to cure such breach within such thirty (30) day period, (except a breach as provided in (iv) below which will require no notice); (iii) the date which is thirty (30) days after ES&S notifies the Customer of ES&S intent to terminate the Agreement as a result of the Customer no longer utilizing ES&S' voter tabulation system with the Ballot on Demand Printer purchased and licensed hereunder, or (iv) Customer's failure to make any payment due

hereunder within thirty (30) days after it is due. In the event of early termination by ES&S due to (a) a breach of this Agreement by Customer, (b) Customer's failure to pay any amounts owed under this Agreement or (c) the failure of Customer to appropriate funds to make the payments due under this Agreement, Customer shall pay ES&S for all products delivered and services performed up through the effective date of termination. Upon termination of this Agreement, Customer shall immediately return all ES&S Software and Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

3.2 **Delivery; Risk of Loss; Insurance.** ES&S anticipates shipping the Ballot on Demand Equipment and ES&S Software identified on Exhibit B to Customer on or before the "Estimated Delivery Dates" listed on Exhibit A. The Estimated Delivery Dates are estimates and may only be established or revised, as applicable, by the parties, because of delays in executing this Agreement, changes requested by Customer, product availability and other events outside of ES&S's control. ES&S will notify Customer of such revisions as soon as ES&S becomes aware of such revisions. Risk of loss for the Ballot on Demand Equipment and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the Ballot on Demand Equipment and shall name ES&S as an additional insured thereunder and, at ES&S' request, shall deliver written evidence thereof to ES&S until all amounts payable to ES&S under this Agreement for Ballot on Demand Equipment and software have been paid by Customer.

3.3 **Warranty.**

a. **ES&S Software.** ES&S warrants for a one (1) year period for the ES&S Software (the "Warranty Period") it will repair any component of the ES&S Software which, while under normal use and service: fails to perform in accordance with its Documentation in all material respects. The Warranty Period will commence upon installation. If a defect or malfunction occurs in the ES&S Software while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S or its authorized representatives shall use reasonable efforts to restore the Software to perform in accordance with its Documentation as soon as practicable. ES&S or its authorized representatives shall restore ES&S Software at a location as determined by ES&S in its sole discretion. If a defect or malfunction occurs in any ES&S Software as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations, rodent infestation, and utility or communication interruptions, Customer shall pay ES&S for any maintenance services at ES&S' then-current rates, as well as for the cost of all parts used in connection with the performance of such maintenance services. Customer shall have access to ES&S Help Desk Support during the Warranty Periods. ES&S reserves that right to use third parties approved by ES&S to perform the warranty services hereunder.

b. **Ballot on Demand Equipment.**

i. **Ballot on Demand Printer.** ES&S shall provide a warranty to the Customer for the Ballot on Demand Printer ("Printer") in coordination with the manufacturer of the Printer that shall commence upon delivery and terminate upon the earlier of: (1) one (1) year from the date of delivery (the "Maximum Coverage Period"), or (2) the end of the life of the fuser unit in the Printer. In the event that Customer desires to make a warranty claim prior to expiration of the Maximum Coverage Period, the parties shall determine if the warranty has expired by printing a printer settings sheet which displays the remaining life of the Printer's fuser unit. ES&S warrants during the Warranty Period it, in coordination

with the manufacturer of the Printer, will replace a printer which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty shall not include the repair or replacement of any Consumables as defined in Section 3.5 below. Any replaced Printer shall be warranted only for the unexpired term of the Warranty Period.

aa. **Warranty Procedures.** In the event of a potential warranty claim, Customer shall contact the ES&S Helpdesk to assess and diagnose Printer performance issues. In the event the Customer and ES&S Helpdesk are unable to resolve the issue, ES&S shall arrange for Customer to be provided with a replacement Printer. Upon receipt of the replacement Printer, Customer shall have seven (7) business days within which to return the malfunctioning Printer to the manufacturer. Customer shall be responsible for shipping and handling costs incurred in order to return the malfunctioning Printer to the manufacturer. If Customer fails to return the malfunctioning Printer within the specified timeframe, Customer shall be responsible for the cost of the replacement Printer and all shipping and handling costs for the replacement Printer. This warranty is effective provided that, (I) Customer cooperates with the ES&S Helpdesk to fully troubleshoot any defects related to the Printer, and (II) the Printer to be replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or the manufacturer of the Printer or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according to their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product.

ii. **Ballot on Demand Laptop Computer.** ES&S shall provide a one (1) year warranty to the Customer in coordination with the manufacturer of the Ballot on Demand Laptop Computer ("Laptop") that shall commence upon delivery (the "Warranty Period"). ES&S warrants during the Warranty Period it, in coordination with the manufacturer, will repair or replace any component of the laptop which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. Any repaired or replaced item of Laptop shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the laptop become the property of ES&S. In the event that the laptop fails to perform in accordance with its Documentation, Customer shall contact the ES&S Helpdesk to assess and diagnose any material defects. In the event the ES&S Helpdesk is unable to resolve the issue, ES&S will work with the Customer to return the item to ES&S, and ES&S will work in coordination with the laptop manufacturer to repair and/or replace the laptop. This warranty is effective provided that (I) Customer cooperates with the ES&S Helpdesk to fully troubleshoot any defects related to the Laptop, and (II) the Laptop to be replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or the manufacturer of the Laptop or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and

utility or communication interruptions. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according to their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product.

c. **Exclusive Remedies/Disclaimer.** **IN THE EVENT OF A BREACH OF SUBSECTION 3.3(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

3.4 **Consumables.** Customer shall be responsible for the purchase, shipping and installation of all components that are consumed in the normal course of operating the Ballot on Demand Equipment, including, but not limited to, toner, drums, transfer belts, fusers, and ballot stock (collectively, "Consumables"). All Consumables shall meet ES&S' specifications and may be purchased directly from ES&S or from authorized dealers. In the event the Customer purchases Consumables which do not meet ES&S specifications, Customer shall be solely responsible for any and all costs, expenses, liabilities, losses and damages resulting from the Customer's failure to purchase Consumables which meet ES&S' specifications.

3.5 **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special, or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the Ballot on Demand Equipment or ES&S Software; or (b) errors that arise from mechanical or electronic component failures that are not covered under warranty or not subject to maintenance efforts or cure under this Agreement; or (c) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform its obligations under this Agreement.

3.6 **Taxes; Interest.** Customer shall provide ES&S with proof of its tax-exempt status. If Customer does not provide such proof, it shall pay, or shall reimburse ES&S for, all sales and use, excise or other similar taxes imposed on the transactions contemplated by this Agreement; provided, however, Customer shall in no event be liable for taxes imposed on or measured by ES&S' income. If Customer disputes the applicability of any tax to be paid pursuant to this Section 3.6, it shall pay the tax and may thereafter seek a refund. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

3.7 **Proprietary Rights.** Customer acknowledges and agrees as follows:

a. ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S, and the format, layout, measurements, design, and all other technical information associated with the ballots to be used with the Ballot on Demand Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S.

b. Customer shall not cause or permit the adaptation, conversion, reverse engineering, disassembly or decompilation of any of the Ballot on Demand Equipment or ES&S Software.

c. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the Ballot on Demand Equipment, the ES&S Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.

3.8 **Excusable Nonperformance.** Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

3.9 **Non-Appropriation of Funds.** Customer represents, warrants, and covenants that it has appropriated, and will have appropriated, funds available necessary to pay the amounts due herein through the end of the Customer's current fiscal year, and that Customer shall use its best efforts to obtain and appropriate funds in order to pay all payments which shall be due in each year of this Agreement. In the event that funds are not appropriated or otherwise made available to support the continuation of performance by Customer hereunder in any subsequent fiscal period, this Agreement may be terminated by either party; provided, however, that this Section 3.9 shall not be construed so as to permit Customer to terminate this Agreement in order to acquire a ballot on demand system and/or related services from a third party. Either party may notify the other of the termination, which may occur no later than the beginning of the subsequent fiscal period. Upon termination, Customer shall pay ES&S for all services performed pursuant to this Agreement up to the date of termination and reasonable exit costs incurred by ES&S. The amount of such payment may be paid from any appropriations available for such purposes, and Customer's highest-ranking officer or official shall use his/her best efforts to timely and sufficiently request the appropriation necessary to pay such amount.

3.10 **Assignment.** Except in the case of a reorganization of the assets or operation of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

3.11 **Notice.** Any notice or other communication required or permitted hereunder shall be in writing and will be deemed given when (a) delivered personally, (b) sent by confirmed email, (c) sent by confirmed fax, (d) sent by commercial overnight courier (with written verification of receipt) or (e) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses, email address or fax numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.

3.12 **Disputes.**

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due to ES&S for any product or service, or (3) the due date of any payment, Customer

shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than thirty (30) days, ES&S may suspend performance under this Agreement until such amount is paid.

3.14 **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors, and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form, or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment, or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. ES&S is providing Ballot on Demand Equipment, ES&S Software, and services to Customer as an independent contractor and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the Ballot on Demand Equipment, ES&S Software, or services, but shall remain fully responsible for such performance. The provisions of Article 2 and Sections 3.6-3.14 of these General Terms shall survive the termination of this Agreement, to the extent applicable.

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

3.16 **Tax Exemption.** Williamson County is a body corporate and political under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exemption certificate will be furnished upon request.

3.17 **Authorized Expenses.** In the event the County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: https://www.wilcotx.gov/351/Vendor-Reimbursement. Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

3.18 **County's Right to Audit.** ES&S 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 ES&S which are directly pertinent to the services to be performed and amounts expended under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. ES&S agrees that County shall

have access during normal working hours to all necessary ES&S 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 ES&S reasonable advance notice of intended audits.

[END OF GENERAL TERMS]

EXHIBIT A
PRICING SUMMARY

Sale Summary:		
Description	**Refer to**	**Amount**
Ballot on Demand Equipment, ES&S Software, and Services	Exhibit B	$1,029,300.00
Shipping & Handling		$108,000.00
Total Sale:		**$1,137,300.00**
Terms & Conditions:		
Note 1: Pursuant to Section 3.6, any applicable state and local taxes are not included, and are the responsibility of Customer. Premium or rush transportation services incurred in connection with deliverables included in the Total Sale are additive and will be billed as incurred.		
Note 2: **Invoicing and Payment Terms are as Follows**: $1,137,300.00 will be invoiced upon delivery of the Ballot on Demand Printing System. Invoices are due net 30 from invoice date.		
Ongoing Services:		
Description		**Annual Fee – First Renewal Period**
Software License, Maintenance & Support Services:		
- Ballot on Demand Software Fees (See Exhibit B for descriptions). Fees for any License Renewal Term will be increased at a rate not to exceed more than 10% of the previously paid fee.		$74,010.00
Fees reflect a one-year term. Payment is due as set forth above and at the start of each Renewal Period.		

EXHIBIT B
BALLOT ON DEMAND EQUIPMENT, ES&S SOFTWARE, AND SERVICES DESCRIPTION, PRICING AND FEES

QUANTITY	DESCRIPTION	TOTAL PRICE
	Ballot on Demand Hardware	
300	Compact Printer with Firmware	$232,500.00
300	Laptop Computer with Router	$517,500.00
	Ballot on Demand Software	
X	Ballot on Demand 1-Year Software Licenses Including: - Single Request Capability Only	$185,000.00
	Ballot on Demand Services	
X	Equipment Installation	$82,000.00
1	Training Day	$2,050.00
5	Project Management Day	$10,250.00
	TOTAL SALE:	**$1,029,300.00**

ELECTION Systems & Software

TESTED. PROVEN. TRUSTED.

Williamson County, Texas
Purchase Proposal Quote - Texas BuyBoard Contract # 710-23
Submitted by Election Systems & Software

Quote Date: 6/10/2025
Quote Valid Through: 7/10/2025

Purchase Solution Includes:

Quantity	Item Description	Unit Price	Extended Price
Ballot On Demand Hardware			
300	Compact Printer with Firmware (For use with BOD Laptop)	$775.00	$232,500.00
300	Laptop Computer with Router	$1,725.00	$517,500.00
Software			
300	Balotar Software License		$185,000.00
X	Single Request Capability Only		
Services			
6	Implementation Services	$2,050.00	$12,300.00
X	Project Management		
X	Ballot on Demand Training		
X	Ballot on Demand Equipment Installation		$82,000.00
X	1 Year Hardware and Software Warranty		Included
X	Estimated Shipping and Handling		$108,000.00
	Total Purchase Solution		**$1,137,300.00**
	Payment Terms		
	Amount due within thirty (30) calendar days of contract execution:		$568,650.00
	Amount due within thirty (30) calendar days of delivery of Hardware and/or Software:		$568,650.00

Annual Post-Warranty License and Maintenance and Support Fees
(Fees are Based Upon a 1-Year Customer Commitment to Subscribe to the Following Services)

	Annual Post-Warranty Software License and Maintenance and Support Fees:	
300	Balotar Software License	$74,010.00
	Total Annual Post-Warranty License and Maintenance and Support Fees	**$74,010.00**

Footnotes:
1. This quote is an estimate and is subject to final review and approval by both ES&S and the Customer.
2. Any applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer.
3. Subject to state, municipal, jurisdictional, provincial or territory laws to the contrary, the above pricing information is confidential, proprietary and trade secret information of ES&S and is intended only for the use of the individual or entity to which the document is directed to. This information may not be disclosed or reproduced either publicly or to any other individual or entity without the prior written authorization of ES&S.
4. Annual Post-Warranty License and Maintenance and Support Fees are not listed on Texas BuyBoard Contract # 710-23.
5. The quantity of service days reflects a reasonable estimate for implementation and selected ongoing election services. Quantities may change depending on specific Customer needs.

Ballot On Demand Footnotes:
1. Customer is responsible for purchasing blank ballot stock and consumables.
2. ES&S shall provide a warranty to the Customer for the Ballot on Demand Printer ("Printer") in coordination with the manufacturer of the Printer that shall commence upon delivery and terminate upon the earlier of: (1) three (3) years from the date of delivery (the "Maximum Coverage Period"), or (2) the end of the life of the fuser unit in the Printer. In the event that Customer desires to make a warranty claim prior to expiration of the Maximum Coverage Period, the parties shall determine if the warranty has expired by printing a printer settings sheet which displays the remaining life of the Printer's fuser unit. ES&S warrants during the Warranty Period it, in coordination with the manufacturer of the Printer, will replace a Printer which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty shall not include the repair or replacement of any Consumables. Any replaced Printer shall be warranted only for the unexpired term of the Warranty Period.

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:
2025-1325540

Date Filed:
06/17/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Election Systems & Software, LLC
Omaha, NE United States

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

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.
2025273
ES&S Ballot on Demand System

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
GOVERNMENT SYSTEMS, SOFTWARE & SERVICES, INC.	Omaha, NE United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in Douglas County, State of Nebraska, on the 17th day of June (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:
2025-1325540

Date Filed:
06/17/2025

Date Acknowledged:
06/17/2025

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

Election Systems & Software, LLC
Omaha, NE United States

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

Williamson County, TX

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.

2025273
ES&S Ballot on Demand System

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
GOVERNMENT SYSTEMS, SOFTWARE & SERVICES, INC.	Omaha, NE 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 **45.**

Meeting Date: 06/24/2025

Vehicle Use & Reimbursement Agreement for exigent situations 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 authorizing the Williamson County Sheriff to execute Vehicle Use and Reimbursement Agreements with third parties for the use of Williamson County Sheriff's Office patrol vehicles to provide off-duty traffic safety operations in relation to exigent situations upon the condition that Williamson County's standard form of Vehicle Use and Reimbursement Agreements are not modified and that each signed Vehicle Use and Reimbursement Agreement is placed on the next upcoming Williamson County Commissioners Court agenda for ratification.

Background

The Williamson County Sheriff's Office is contacted from time to time to provide off-duty traffic safety operations in relation to exigent type situations. Currently, Vehicle Use and Reimbursement Agreements are placed on the Commissioners Court's agenda in advance for a planned future event or need. An issue arises when there is a need which is unplanned and of an exigent nature arises, and time does not allow for the placement of an agenda item on a Commissioners Court agenda. The Williamson County Sheriff is requesting authority to execute Williamson County's standard form Vehicle Use and Reimbursement Agreement, without modification, with a third party and, thereafter, place the signed agreement on the next upcoming agenda for the Commissioners Court's ratification. This type of authority would only be used to address unique circumstances that require law enforcement action to mitigate a possible hazard to the public or allow for the safe movement of vehicles. Future planned events will continue to be placed on a prior agenda for approval by the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	06/17/2025 12:03 PM
Form Started By: Starla Hall		Started On: 06/17/2025 11:02 AM
Final Approval Date: 06/17/2025		

Commissioners Court - Regular Session **46.**

Meeting Date: 06/24/2025

Approval of Addendum #2 to Contract #22RFP122 to connect the Pulsara software to the current ePCR for Williamson County Emergency Medical Services

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 Addendum #2 to Contract RFP #22RFP122 ePCR for a zero-cost purchase order to connect ESO and Pulsara software, to allow communication between ESO Solutions, Inc., and CommuniCare Technology, Inc. (Pulsara) for Williamson County Emergency Medical Services, and authorize the execution of the addendum.

Background

This Addendum #2 is for Contract #22RFP122 ePCR2 for the EMS Electronic Patient Care Reporting (ePCR), originally approved on September 27, 2022 (Agenda Item #17), and set to expire on September 26, 2028. Zero-cost purchase order to integrate ESO Solutions, Inc., and CommuniCare Technology, Inc. (Pulsara). This will allow the two systems to communicate and improve EMS operations in Williamson County. This addendum adds no additional cost to the County. Contact: Jessica Toothman, EMS.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Addendum

Original Agreement

1295 document

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/18/2025 10:32 AM
County Judge Exec Asst.	Delia Colon	06/18/2025 10:36 AM
Form Started By: Cheryl Johnson		Started On: 06/10/2025 11:23 AM
Final Approval Date: 06/18/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM #2
REGARDING RFP #22RFP122
(Electronic Patient Care Reporting "eRCR)

The contract and agreement entered into by and between ESO Solutions, Inc. and Williamson County, Texas, on or about September 29, 2022, is hereby amended to enable software communication between ESO Solutions, Inc. and CommuniCare Technology, Inc. dba Pulsara on behalf of Williamson County's Emergency Management Systems as defined in **Exhibit "A"** attached hereto.

This amendment will have a $-0- change.

This amendment will not extend the expiration date of the contract.

In all other respects, the Contract is reaffirmed.

The undersigned parties bind themselves to the faithful performance of this contract. It is mutually understood that this Addendum #2 shall not become effective until signed by both parties below.

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____, 20___

ESO Solutions, Inc.:

_____
Authorized Signature

Robert Munden, Chief Legal & Compliance Officer
Printed Name

Date: June 3, 2025

Approved as to Legal Form
HAL HAWES
General Counsel, Commissioners Court
Date: Jun 04 2025 Time: 11:21 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Jun 04 2025 Time: 12:10 pm

Exhibit "A"

Quote Date:	07/09/2024
Customer Name:	Williamson County EMS
Quote #:	Q-168531
Quote Expiration date:	02/28/2025
ESO Account Manager:	Travis Winzeler

CUSTOMER CONTACT

Customer	Williamson County EMS
Name	Danny Johns
Email	djohns@wilco.org
Phone	(512) 943-1973

BILLING CONTACT

Payor	Williamson County EMS	Address	PO Box 873
Name	Theresia Carter		Georgetown TX, 78627
Email	theresiacarter@wilco.org	Billing Frequency	Annual
Phone	512-943-1283	Initial Term	12 months

EHR

Product	Volume	Price	Discount	Total	Fee Type
3rd Party Pre-Hospital Integration	36516 Incidents	$995.00	($995.00)	$0.00	Recurring

Total Recurring Fees	$	0.00
Total One-Time Fees	$	0.00
TOTAL FEES	$	0.00

Quote Date:	07/09/2024
Customer Name:	Williamson County EMS
Quote #:	Q-168531
Quote Expiration date:	02/28/2025
ESO Account Manager:	Travis Winzeler

TERMS AND CONDITIONS:

1. If the Customer indicated above has an existing master agreement with ESO (Agreement) dated on or after January 1, 2018, then that Agreement will govern this Quote. **Otherwise, Customer intends and agrees that this Quote adopts and incorporates the terms and conditions of the ESA and associated HIPAA business associate agreement hosted at the following web address, and that the products and services ordered above are subject thereto:**

https://www.eso.com/legal-terms/

2. The Effective Date of this Quote shall be the final date of signature.

3. Customer is responsible for the payment of all Fees shown. ESO will accept Fee payment from a payor (if indicated above) if ESO has an appropriate agreement with the Payor.

4. ESO reserves the right to not accept any Quote signed after the Quote Expiration Date.

Williamson County EMS

Signature: _____

Print Name: _____

Title: _____

Date: _____

The subscription term shall begin **calendar days** after the Effective Date (Subscription Start Date). All Fees are invoiced on or about the Effective Date. After the Initial Term, Recurring Fees are due on the anniversary of the Subscription Start Date.

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EHR

Product	Description
3rd Party Pre-Hospital Integration	EHR offers a 3rd Party Pre-Hospital Integration to reduce duplicate data entry for providers by allowing patient care record data to be started in a 3rd party pre-hospital system and then pushed into EHR.

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THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM
REGARDING RFP #22RFP122

(Electronic Patient Care Reporting "ePCR")

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, and the Texas Health & Safety Code.

THIS AGREEMENT is made and entered into by and 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 **ESO Solutions, Inc.** (hereinafter "ESO" or "Company"), a Texas corporation with its principal place of business at 11500 Alterra Parkway, Suite 100, Austin, Texas. Customer agrees to engage Company as an independent contractor, to assist in providing certain operational goods/services pursuant to the following terms, conditions, and restrictions:

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. Company's Master Subscription & License Agreement;
C. Company's Best & Final Offer ("BAFO");
D. Company's Cost Proposal;
E. Company's Response to Solicitation #22RFP122 for Electronic Patient Care Reporting "ePCR" service(s); and
F. Williamson County Solicitation #22RFP122 for Electronic Patient Care Reporting "ePCR" service(s).

To the extent other terms and conditions attached hereto conflict with the terms and conditions stated herein, the parties agree that conflicts among the documents comprising this Agreement shall be resolved according to priority, and that a document's priority shall be determined according to the order in which the document appears in the list above in the

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Section I entitled "Incorporated Documents".

II.

Required Provisions:

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

ii. Texas Law Applicable to Indemnification: Subject to applicable Texas law, all indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the Customer's rights.

iii. 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 thirty (30) days written notice thereof. Customer acknowledges and agrees that they are not entitled to a refund of any prepaid fees should they terminate without cause.

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

v. Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

vi. Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

vii. Right to Audit: Company agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final

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payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Company which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Company agrees that Customer shall have access during normal working hours to all necessary Company 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 Company reasonable advance notice of intended audits. Notwithstanding anything to the contrary in the Agreement, Customer shall not be granted the right to i) audit, access, or view or potentially audit, access, or view the Protected Health Information of ESO's other customers, or ii) obtain and/or retain any detailed security information ("Sensitive Data") which ESO determines, at its sole discretion, may endanger the security of the software and/or services ESO provides. In the event Customer determines it is necessary to audit or review Sensitive Data, ESO may satisfy Customer's requirements by making said Sensitive Data available to Customer in a form which allows Customer to satisfactorily review said Sensitive Data without retaining any copies of the Sensitive Data (by way of example, an on-site review or secure online presentation).

In all other respects, the Agreement remains the same and is reaffirmed.

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:

Bill Gravell (Sep 29, 2022 08:07 CDT)

Authorized Signature

Date: Sep 29, 2022, 2022

ESO SOLUTIONS, INC.:

DocuSigned by:

1AABB808ED27401...

Authorized Signature

Date: 9/16/2022, 2022

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MASTER SUBSCRIPTION AND LICENSE AGREEMENT

This Master Subscription and License Agreement (this "***Agreement***") is entered into as of _____ ("***Effective Date***"), by and between ESO Solutions, Inc., a Texas corporation having its principal place of business at 11500 Alterra Parkway, Suite 100 Austin, TX 78758, including its controlled subsidiaries, (collectively, "***ESO***") and **Williamson County EMS** having its principal place of business at 3189 SE Inner Loop Ste A, Georgetown, TX 78626 ("***Customer***"). This Agreement consists of the General Terms & Conditions below and any Addenda (as defined below) executed by the parties, including any attachments to such Addenda.

The parties have agreed that ESO will provide Customer certain technology products and/or services and that Customer will pay ESO certain fees. Therefore, in consideration of the covenants, agreements and promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows.

GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS.** Capitalized terms not otherwise defined in this Agreement have the meanings below:

"***Add-On Software***" means any complementary software components or reporting service(s) that ESO makes available to customer through its Software.

"***Addendum***" means a document addressing the order of a specific set of products or services which is executed by authorized representatives of each party. An Addendum may be (a) an ESO sales form or "Quote", (b) a Statement of Work, or (c) another writing the parties intend to be incorporated by reference into this Agreement.

"***Anonymized Data***" means Customer Data from which all personally identifiable information is removed, as well as the names and addresses of Customer and any of its Users and/or Customer's clients (and which, as a consequence, is neither PHI nor identifiable to or by Customer).

"***Customer Data***" means information, data and other content in electronic form that is submitted, posted, or otherwise transmitted by or on behalf of Customer through the Software.

"***Deliverable***" means software, report, or other work product created pursuant to a Statement of Work.

"***Documentation***" means the Software's user guides and operating manuals.

"***Feedback***" refers to any suggestion or idea for improving or otherwise modifying ESO's products or services.

"***Intellectual Property***" means trade secrets, copyrightable subject matter, patents and patent applications, and other proprietary information, activities, and any ideas, concepts, innovations, inventions and designs.

"***Licensed Software***" means the executable, object code version of software that ESO provides to Customer for its use and installation on Customer's own equipment. For the avoidance of doubt, Licensed Software does not include Add-on Software or SaaS.

"***New Version***" means any new version of Licensed Software (excluding SaaS Software) that ESO may from time to time introduce and market generally as a distinct licensed product, as may be indicated by ESO's designation of a new version number, brand or product.

"***Outage***" means Customer is unable to access SaaS, or such access is materially delayed, impaired or disrupted, in each case as caused or controlled by ESO.

"***Professional Services***" means professional services provided by ESO under a Statement of Work.

"***Protected Health Information***" or "***PHI***" has the meaning set forth in HIPAA. All references herein to PHI shall be construed to include electronic PHI, or ePHI, as that term is defined by HIPAA.

"***Reporting Services***" means, collectively, the different tools or features in the Software allowing Customer to generate compilations of data, including but not limited to ad-hoc reports, analytics, benchmarking or any other reporting tool provided through the Software.

"***SaaS***" means software-as-a-service that ESO hosts (directly or indirectly) for Customer's use on a periodic subscription basis. For the avoidance of doubt, SaaS does not include Licensed Software.

"***Scheduled Downtime***" means periods when ESO intentionally interrupts SaaS to perform system maintenance or otherwise correct service errors during non-peak hours (except for critical circumstances), typically between midnight and 6 a.m. Central Time on a fortnightly basis.

"***Software***" means any ESO computer program, programming or modules specified in the Agreement or any Addendum. For the avoidance of doubt, Add-on Software, SaaS, and Licensed Software are collectively referred to as Software.

"***Support Services***" means those services described in Exhibit B.

"***Third-Party Data***" means data not owned by ESO but which is (or access to which is) provided by ESO under a Software Schedule.

"***Third-Party Service***" means a service not provided by ESO but which is made available by ESO in connection with its Software under a Software Schedule or Addendum.

"***Third-Party Software***" means software not owned by ESO but which is (or access to which is) provided by ESO under a Software Schedule or Addendum.

"***Use Restrictions***" means the restrictions imposed on Customer's use of Software as described in Section 3.3.

"***User***" means any individual who uses the Software on Customer's behalf or through Customer's account or passwords.

2. **SOFTWARE ORDERS.** During the Term, Customer may order Software from ESO by signing an appropriate Addendum. Customer's license to Licensed Software and its subscription to SaaS are set forth below. Each such Addendum is incorporated herein by reference.

3. **LICENSE/SUBSCRIPTION TO SOFTWARE**

3.1. Grant of Subscription: SaaS. For SaaS, during the Term Customer may access and use the SaaS and Reporting Services, with the access and volume limitations set forth on the applicable Addendum, subject to Customer's compliance with the Use Restrictions and other limitations contained in this Agreement.

3.2. Grant of License: Licensed Software. For Licensed Software, during the Term ESO hereby grants Customer a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable license to copy and use the Licensed Software, in such quantities as are set forth on the applicable Addendum and as necessary for Customer's internal business purposes, in each case subject to Customer's compliance with the Use Restrictions and other limitations and obligations contained in this Agreement.

3.3. Use Restrictions. Except as provided in this Agreement or as otherwise authorized by ESO, Customer has no right to, and shall not: (a) decompile, reverse engineer, disassemble, print, copy or display the Software or otherwise reduce the Software to a human-perceivable form in whole or in part; (b) publish, release, rent, lease, loan, sell, distribute or transfer the Software to another person or entity; (c) reproduce the Software for the use or benefit of anyone other than Customer; (d) alter, modify or create derivative works based upon the Software either in whole or in part; or (e) use or permit the use of the Software for commercial time-sharing arrangements or providing service bureau, data processing, rental, or other services to any third party (including any affiliate not specifically listed in the applicable Addendum).

3.4. Ownership. The rights granted under the provisions of this Agreement do not constitute a sale of the Software. ESO retains all right, title, and interest in and to the Software, including without limitation all software used to provide the Software and all graphics, user interfaces, logos and trademarks reproduced through the Software, except to the limited extent set forth in this Agreement. This Agreement does not grant Customer any intellectual property rights in the Software or any of its components, except to the limited extent that this Agreement specifically sets forth Customer's rights to access, use, or copy the Software during the Term. Customer acknowledges that the Software and its components are protected by copyright and other laws.

3.5. Third-Party Software and Services. This Section 3.5 applies to Third-Party Software and Services offered by ESO. Refer to the product table following the Agreement for applicability.

3.5.1. ESO neither accepts liability for, nor warrants the functionality, utility, availability, reliability or accuracy of, Third-Party Software or Third-Party Services. The Third-Party Software "EMS1 Academy" and/or "FireRescue1 Academy" and/or "EMS1 & FireRescue1 Academy – Implementation and Configuration" and/or "Learning Management System" and/or "EVALS Implementation" (collectively, "***Education***") is offered by ESO in collaboration with Lexipol, f/k/a The Praetorian Group. If Customer subscribes to Education, Customer acknowledges and agrees to the terms and conditions of the Praetorian license agreement, located at http://www.praetoriandigital.com/LMS-Master-Service-Agreement, which shall supersede this Agreement as it applies to Customer's use of Education and any Customer Data stored therein.

3.5.2. Third-Party Data. If Customer (as indicated on an Addendum) elects to license Third-Party Data (*e.g.*, fire codes), then subject to the terms hereof, ESO hereby grants Customer a non-exclusive, non-sublicensable, and non-transferable license during the Term to use such Third-Party Data via the Software solely for Customer's internal purposes. Customer will not (i) allow greater access than that set forth in the applicable Addendum, (ii) disclose, release, distribute, or deliver Third-Party Data, or any portion thereof, to any third party (iii) copy, modify, or create derivative works of Third-Party Data, (iv) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available Third-Party Data, (v) attempt to output in any form more than 10% of the Third-Party Data or otherwise circumvent the usage limitations included in the Software, (vi) remove any proprietary notices included within Third-Party Data or Software, or (vii) use Third-Party Data in any manner or for any purpose that infringes or otherwise violates any proprietary right of a person, or that violates applicable law. ESO does not warrant the functionality, reliability, accuracy, completeness or utility of, Third-Party Data, or accept any liability therefor. Additional terms and limitations applicable to Third-Party Data may be provided on the applicable Addendum.

4. HOSTING, SLA & SUPPORT SERVICES

4.1. Hosting & Management. Customer shall be responsible for hosting and managing any Licensed Software on systems meeting the requirements specified by ESO. ESO shall be responsible for hosting and managing any SaaS.

4.2. Service Level Agreement. If an Outage, excluding Scheduled Downtime (as defined below), results in the service level uptime falling below 99% for any three-month period (the "***Uptime Commitment***"), then Customer may immediately terminate this Agreement, in which case ESO will refund any prepaid, unearned Fees to Customer. This is Customer's sole remedy for ESO's breach of the Uptime Commitment.

4.3. Scheduled Downtime. ESO will endeavor to provide reasonable (72 hour) notice of Scheduled Downtime to Customer's Users. Notice of Scheduled Downtime may be provided from within the Software or via email. Scheduled Downtime shall never constitute a failure of performance or Outage by ESO. Notification timelines and the frequency of Scheduled Downtime are subject to the emergence of security concerns outside of ESO's control.

4.4. Support and Updates. During the Term, ESO shall provide to Customer the Support Services, in accordance with Exhibit B, which is incorporated herein by reference.

5. FEES

5.1. Fees. In consideration of the rights granted hereunder, Customer agrees to pay ESO the fees for the Software and Professional Services as set forth in the Addendum(s)) (collectively, "***Fees***"). The Fees are non-cancelable and non-refundable, except as expressly provided herein. Customer (or Third-Party Payer, if applicable) shall pay all invoices within 30 days of receipt.

5.2. Third-Party Payer. If Customer desires to use a third-party to pay some or all of the Fees on behalf of Customer (a "***Third-Party Payer***"), then (i) each applicable Addendum will identify such arrangement, (ii) the Third-Party Payer will enter into a written agreement with ESO regarding such arrangement, (iii) Customer may replace the Third-Party Payer by written notice to ESO (provided that no such change shall be made until the then-current Term's renewal), (iv) references within this Section 5 to Customer's responsibility for Fees shall be understood to refer to the Third-Party Payer when applicable, and (v) Customer shall remain responsible for payment if the Third-Party Payer does not pay the Fees.

5.3. Uplift on Renewal. Fees for Software, which recur annually, shall increase by 3% each year this Agreement is in effect.

5.4. Taxes and Fees. The Fees are exclusive of all taxes and credit card processing fees, if applicable. Unless and until Customer provides ESO a tax exemption certificate, Customer will be responsible for and will remit (or will promptly reimburse ESO for) all taxes of any kind, including sales, use, duty, customs, withholding, property, value-added, and other similar federal, state or local taxes (other than taxes based on ESO's income) related to this Agreement.

5.5. Appropriation of Funds. If Customer is a city, county or other government entity, Customer may terminate the Agreement at the end of the Customer's fiscal term if Customer provides evidence that its governing body did not appropriate sufficient funds for the next fiscal year. Notwithstanding the foregoing, this provision shall not excuse Customer from past payment obligations or other Fees earned and unpaid.

5.6. Usage Monitoring. Customer is solely responsible for its own adherence to volume and use limitations indicated on the applicable Addendum. ESO may monitor Customer's use of the Software, and if Customer's usage exceeds the level indicated in the applicable Addendum (an "***Overage***"), Customer shall owe ESO the Fee corresponding to such usage level at a rate no higher than ESO's then-standard pricing for new customers at an equivalent usage level. ESO may invoice for Overages immediately.

6. TERM AND TERMINATION

6.1. Term. The term of this Agreement (the "***Term***") commences on the Effective Date and continues for a period of one year (or any longer period provided in an Addendum). Thereafter, the Term will renew for successive one-year periods unless written notice is provided at least 60 days prior to the anniversary of the Effective Date.

6.2. Termination for Cause. Either party may terminate this Agreement or any individual Addendum for the other party's uncured material breach by providing written notice. The breaching party shall have 30 days from receipt to cure such breach to the reasonable satisfaction of the non-breaching party.

6.3. Effect of Termination.

6.3.1. If Customer terminates this Agreement or any Addendum as a result of ESO's material breach, then to the extent Customer prepaid any Fees, ESO shall refund to Customer those prepaid Fees on a pro-rata basis from the date Customer actually ceases use of the Software.

6.3.2. Upon termination of this Agreement or any Addendum, Customer shall cease all use of the Software and delete, destroy or return all

copies of the Documentation and Licensed Software in its possession or control, except as required by law. Customer shall remain obligated to pay appropriate Fees at ESO's then-current rates if Customer continues to use or access Software after the termination or expiration of this Agreement. If Customer's Agreement includes a multi-year discount plan with diminishing discounts, and Customer terminates the Agreement prior to the completion of the discount plan, Customer shall promptly pay ESO's invoice recouping such discounts for a maximum of two years prior to the date of termination.

6.3.3. Termination of this Agreement is without prejudice to any other right or remedy and shall not release a party from any liability.

6.4. Delivery of Data. ESO will provide Customer its Customer Data in a searchable .pdf format upon request made within 60 days of the expiration or termination of this Agreement. Customer acknowledges that ESO has no obligation to retain Customer Data more than 60 days after expiration or termination of this Agreement.

7. **REPRESENTATIONS AND WARRANTIES**

7.1. Material Performance of Software. After it is fully implemented (and subject to Customer's adherence to Sections 3.3, 4.1 and 13.4), ESO warrants that the Software will reliably collect, transmit, store and/or permit access to data in compliance with applicable law and industry standards.

7.2. Due Authority. Each party's execution, delivery and performance of this Agreement and each agreement or instrument contemplated by this Agreement is duly authorized by all necessary corporate or government action.

7.3. Customer Cooperation. Customer agrees to use current operating systems and reasonably and timely cooperate with ESO, including providing ESO reasonable access to its equipment, software and data as necessary for the implementation and operation of the Software.

8. **DISCLAIMER OF WARRANTIES**. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, ESO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, TITLE, NON-INFRINGEMENT, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7, CUSTOMER ACCEPTS THE SOFTWARE "AS-IS" AND "AS AVAILABLE."

9. **CONFIDENTIALITY**

9.1. ***"Confidential Information"*** refers to the following items: (a) any document marked "Confidential"; (b) any information orally designated as "Confidential" at the time of disclosure, provided the disclosing party confirms such designation in writing within five business days; (c) the Software and Documentation, whether or not designated confidential; (d) ESO's security controls, policies, procedures, audits, or other information concerning ESO's internal security posture; (e) any other nonpublic, sensitive information reasonably treated as trade secret or otherwise confidential; and (f) Customer Data which does not comprise PHI . Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the other party's possession at the time of disclosure free of duty of non-disclosure; (ii) is independently developed without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the receiving party's improper action or inaction; (iv) is approved for release in writing by the disclosing party; (v) as to ESO, Customer's Feedback; or (vi) is PHI (*which shall be governed by the Business Associate Agreement rather than this Section*).

9.2. Nondisclosure. Each party shall use Confidential Information of the other party solely to fulfill the terms of this Agreement (the ***"Purpose"***). Each party shall (a) ensure that its employees or contractors are bound by confidentiality obligations no less restrictive than those contained herein, and (b) not disclose Confidential Information to any other third party without prior written consent from the disclosing party. Without limiting the generality of the foregoing, the receiving party shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. A receiving party shall promptly notify the disclosing party of any misuse or misappropriation of Confidential Information of which it is aware.

9.3. Termination & Return. With respect to each item of Confidential Information, the obligations of nondisclosure will terminate three years after the date of disclosure; provided that, such obligations related to Confidential Information constituting ESO's trade secrets shall continue so long as such information remains subject to trade secret protection pursuant to applicable law. Upon termination of this Agreement, a party shall return all copies of Confidential Information to the other or certify the destruction thereof.

9.4. Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto.

9.5. Open Records and Other Laws. Notwithstanding anything in this Section to the contrary, the parties expressly acknowledge that Confidential Information may be disclosed if such Confidential Information is required to be disclosed by law, a lawful public records request, or judicial order, provided that prior to such disclosure, written notice of such required disclosure shall be given promptly and without unreasonable delay by the receiving party in order to give the disclosing party the opportunity to object to the disclosure and/or to seek a protective order. The receiving party shall reasonably cooperate in this effort. In addition, Customer may disclose the contents of this Agreement solely for the purpose of completing its review and approval processes under its local rules, if applicable.

10. **INSURANCE.** Throughout the Term (and for a period of at least three years thereafter for any insurance written on a claims-made form) ESO shall maintain in effect the insurance coverage described below:

10.1. Commercial general liability insurance with a minimum of $1 million per occurrence and $1 million aggregate;

10.2. Commercial automobile liability insurance covering use of all non-owned and hired automobiles with a minimum limit of $1 million for bodily injury and property damage liability;

10.3. Worker's compensation insurance and employer's liability insurance or any alternative plan or coverage as permitted or required by applicable law, with a minimum employer's liability limit of $1 million each accident or disease; and

10.4. Computer processor/computer professional liability insurance (a/k/a technology errors and omissions) covering the liability for financial loss due to error, omission or negligence of ESO, and privacy and network security insurance ("cyber coverage") covering losses arising from a disclosure of confidential information (including PHI) with a combined aggregate amount of $1 million.

11. **INDEMNIFICATION**

11.1. IP Infringement. Subject to the limitations in Section 12, ESO shall defend and indemnify Customer from any damages, costs, liabilities, expenses (including reasonable attorney's fees) (***"Damages"***) actually incurred or finally adjudicated as to any third-party claim or action alleging that the Software delivered pursuant to this Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the applicable jurisdiction (each, an ***"Indemnified Claim"***). If Customer makes an Indemnified Claim under this Section or if ESO determines that an Indemnified Claim may occur, ESO shall at its option: (a) obtain a right for Customer to continue using such Software; (b) modify such Software to make it a non-infringing equivalent or (c) replace such Software with a non-infringing equivalent. If (a), (b), or (c) above are not reasonably practicable, either party may, at its option, terminate the relevant Addendum, in which case ESO will refund any pre-paid Fees on a pro-rata basis for such Addendum. Notwithstanding the foregoing, ESO shall have no obligation hereunder for any claim resulting or arising from (x) Customer's breach of this Agreement; (y) modifications made to the Software not performed or provided by or

on behalf of ESO or (z) the combination, operation or use by Customer (and/or anyone acting on Customer's behalf) of the Software in connection with any other product or service (the combination or joint use of which causes the alleged infringement). This Section 11 states ESO's sole obligation and liability, and Customer's sole remedy, for potential or actual intellectual property infringement by the Software.

11.2. Indemnification Procedures. Upon becoming aware of any matter which is subject to the provisions of Sections 11.1 (a "Claim"), Customer must give prompt written notice of such Claim to ESO, accompanied by copies of any written documentation regarding the Claim received by the Customer. ESO shall compromise or defend, at its own expense and with its own counsel, any such Claim. Customer will have the right, at its option, to participate in the settlement or defense of any such Claim, with its own counsel and at its own expense; provided, however, that ESO will have the right to control such settlement or defense. ESO will not enter into any settlement that imposes any liability or obligation on Customer without the Customer's prior written consent. The parties will cooperate in any such settlement or defense and give each other full access to all relevant information, at ESO's expense.

12. LIMITATION OF LIABILITY

12.1. **LIMITATION OF DAMAGES**. NEITHER ESO NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, INCLUDING CLAIMS FOR DAMAGES FOR LOST PROFITS, GOODWILL, USE OF MONEY, INTERRUPTED OR IMPAIRED USE OF THE SOFTWARE, AVAILABILITY OF DATA, STOPPAGE OF WORK OR IMPAIRMENT OF OTHER ASSETS RELATING TO THIS AGREEMENT.

12.2. **SPECIFIC LIABILITY**. LIABILITY SHALL BE LIMITED AS FOLLOWS:

(a) ESO'S OBLIGATIONS UNDER SECTION 11 SHALL BE LIMITED TO $500,000.

(b) DAMAGES ARISING FROM A PARTY'S BREACH OF CONFIDENTIALITY OBLIGATIONS (INCLUDING A BREACH OF OBLIGATIONS REGARDING PROTECTED HEALTH INFORMATION), SHALL BE LIMITED TO $1,000,000.

(c) DAMAGES ARISING FROM A PARTY'S WILLFUL MISCONDUCT OR CRIMINAL CONDUCT SHALL NOT BE LIMITED.

12.3. **GENERAL LIABILITY**. EXCEPT AS EXPRESSLY PROVIDED "SPECIFIC LIABILITY," ESO'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS OF LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY (OR ON BEHALF OF) CUSTOMER WITHIN THE PRECEDING 12-MONTH PERIOD UNDER THE APPLICABLE ADDENDUM OR EXHIBIT GIVING RISE TO THE CLAIM.

12.4. THE FOREGOING LIMITATIONS, EXCLUSIONS, DISCLAIMERS SHALL APPLY REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT OR OTHERWISE. INSOFAR AS APPLICABLE LAW PROHIBITS ANY LIMITATION HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION SHALL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION PERMITTED TO THE FULLEST EXTENT POSSIBLE UNDER SUCH LAW. THE PARTIES AGREE THAT THE LIMITATIONS SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR ESO'S SOFTWARE AND SERVICES TO CUSTOMER, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSES OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

12.5. THIS SECTION 12 SHALL SURVIVE EXPIRATION OR TERMINATION OF THE AGREEMENT.

13. CUSTOMER DATA & PRIVACY

13.1. Ownership of Data. As between ESO and Customer, all Customer Data shall be owned by Customer.

13.2. Use of Customer Data. Unless it receives Customer's prior written consent, ESO shall not grant any third-party access to Customer Data, except (a) subcontractors that are subject to a reasonable nondisclosure agreement or (b) authorized participants in the case of Software designed to permit Customer to transmit Customer Data. ESO may only use and disclose Customer Data to fulfill its obligations under this Agreement or as required by applicable law or legal or governmental authority. ESO shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise contest such required disclosure, at Customer's expense.

13.3. Anonymized Data. CUSTOMER ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING ANY OTHER PROVISION HEREIN, ESO MAY USE ANONYMIZED DATA FOR INTERNAL AND EXTERNAL PURPOSES (INCLUDING BENCHMARKING AND RESEARCH), PROVIDED THAT ESO WILL NOT SELL ANONYMIZED DATA TO THIRD PARTIES FOR COMMERCIAL USE. Without limiting the foregoing, ESO will own all right, title and interest in all Intellectual Property of any aggregated and de-identified reports, summaries, compilations, analysis, statistics or other information derived therefrom.

13.4. Internet Access. Customer is solely responsible for obtaining, maintaining, and securing its network connections, and acknowledges such connections are essential to the effective operation of the Software. ESO makes no representations to Customer regarding the reliability, performance or security of any network or service provider not provided or managed by ESO.

14. WORK PRODUCT

14.1. Work Product Ownership. In the event Customer hires ESO to perform Professional Services, ESO alone shall hold all right, title, and interest to all proprietary and intellectual property rights of the Deliverables (including, without limitation, patents, trade secrets, copyrights, and trademarks), as well as title to any copy of software made by or for Customer (if applicable). Customer hereby explicitly acknowledges and agrees that nothing in this Agreement or a separate Addendum gives the Customer any right, title, or interest to the intellectual property or proprietary know-how of the Deliverables.

15. GOVERNMENT PROVISIONS

15.1. Compliance with Laws. Both parties shall comply with and give all notices required by all applicable federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on use of the Software and the performance of this Agreement.

15.2. Business Associate Addendum. The parties agree to the terms of the Business Associate Addendum attached as Exhibit B and incorporated herein by reference.

15.3. Equal Opportunity. The parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable (prohibiting discrimination on the basis of protected veteran status, disability, race, color, religion, sex, sexual orientation, gender identity or national origin).

15.4. Excluded Parties List. ESO agrees to report to Customer if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

16. PHI ACCURACY & COMPLETENESS

16.1. Customer Responsibilities. The Software allows Customer and its Users to enter, document, and disclose Customer Data, and as such, ESO gives no representations or guarantees about the accuracy or completeness of Customer Data (including PHI) entered, uploaded or disclosed through the Software. Customer is solely responsible for any decisions or actions taken involving patient care or patient care management, whether those decisions or actions were made or taken using information received through the Software.

16.2. HDE Customer Certifications. In the interest of furthering community health through the power of data, ESO encourages Customers subscribing to ESO's Health Data Exchange ("HDE") Software to empower joint healthcare providers by incorporating relevant, HIPAA-compliant data elements in Customer's outgoing patient care records delivered through HDE. ESO shall annually accredit qualifying customers with Gold, Silver, or Bronze level certifications in accordance with Exhibit C, and Customer may reference such certification in marketing materials.

17. MISCELLANEOUS

17.1. Independent Contractors. The parties are independent contractors. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that no ESO employee or contractor is or will be considered an employee of Customer.

17.2. Notices. Notices provided under this Agreement must be in writing and delivered by (a) certified mail, return receipt requested to a party's principal place of business as forth in the recitals on page 1 of this Agreement, (b) hand delivered, (c) facsimile with receipt of a "Transmission Confirmed" acknowledgment, (d) e-mail to a person designated in writing by the receiving party, or (e) delivery by a reputable overnight carrier service. In the case of delivery by facsimile or e-mail, the notice must be followed by a copy of the notice being delivered by a means provided in (a), (b) or (e). The notice will be deemed given on the day the notice is received.

17.3. Merger Clause. In entering into this Agreement, neither party is relying upon any representations or statements of the other that are not fully expressed in this Agreement; rather, each party is relying on its own judgment and due diligence and expressly disclaims reliance upon any representations or statement not expressly set forth in this Agreement. In the event the Customer issues a purchase order, letter or any other document addressing the Software or Services to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such writing is for the Customer's internal purposes only, and that any terms, provisions, and conditions contained therein shall in no way modify this Agreement.

17.4. Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. If a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

17.5. Subcontracting. Except for training and implementation services related to the Software, neither party may subcontract or delegate its obligations to each other hereunder, nor may it contract with third parties to perform any of its obligations hereunder except as contemplated in this Agreement, without the other party's prior written consent.

17.6. Modifications and Amendments. This Agreement may not be amended except through a written agreement signed by authorized representatives of each party, provided that the Customer agrees that ESO may rely on informal writings (including emails) of Customer's authorized representatives to (i) terminate Software products and services and (ii) approve or ratify rate or tier increases for Software products and services then in use by Customer.

17.7. Force Majeure. No delay, failure, or default will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control (collectively, "Force Majeure"). In such event, however, the delayed party must promptly provide the other party notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the event last longer than 30 days, the other party may immediately terminate the applicable Addendum.

17.8. Marketing. If requested by ESO, Customer agrees to reasonably cooperate with ESO's preparation and issuance of a public announcement regarding the relationship of the parties.

17.9. Waiver & Breach. Neither party will be deemed to waive any rights under this Agreement except through an explicit written waiver made by an authorized representative. No waiver of a breach of this Agreement will constitute a waiver of any other breach hereof.

17.10. Survival of Terms. Unless otherwise stated, all of ESO's and Customer's respective obligations, representations and warranties under this Agreement which are not, by the expressed terms of this Agreement, fully to be performed while this Agreement is in effect shall survive the termination of this Agreement.

17.11. Ambiguous Terms. This Agreement will not be construed against any party by reason of its preparation.

17.12. Governing Law. This Agreement, any claim dispute or controversy hereunder (a ***"Dispute"***) will be governed by (i) the laws of the State of Texas, or (ii) if Customer is a city, county, municipality or other governmental entity, the law of state where Customer is located, in each case foregoing without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.

17.13. New Versions & Sunset. If ESO releases a New Version of Licensed Software (*i.e.*, not SaaS), Customer may elect to receive such New Version, subject to a relicense fee of 75% of the standard price for such new version. All New Versions provided under this Agreement will constitute Licensed Software and be subject to the terms and conditions of this Agreement. ESO may discontinue Support Services for Licensed Software upon 12 months' notice to Customer.

17.14. No Class Actions. NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER ESO CUSTOMERS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

17.15. Dispute Resolution. Customer and ESO will attempt to resolve any Dispute through negotiation or by utilizing a mediator agreed to by the parties, rather than through litigation. Negotiations and mediations will be treated as confidential. If the parties are unable to reach a resolution within 30 days of notice of the Dispute to the other party, the parties may pursue all other courses of action available at law or in equity.

17.16. Technology Export. Customer shall not: (a) permit any third party to access or use the Software in violation of any U.S. law or regulation; or (b) export any software provided by ESO or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Customer shall not permit any third party to access or use the Software in, or export such software to, a country subject to a United States embargo (as of the Effective Date - Cuba, Iran, North Korea, Sudan, and Syria).

17.17. Order of Precedence. In the event of any conflict between this Agreement, Addenda or other attachments incorporated herein, the following order of precedence will govern: (1) the General Terms and Conditions; (2) any Business Associate Agreement; (3) the applicable Addendum, with most recent Addendum taking precedence over earlier ones; and (4) any ESO policy posted online, including without limitation its privacy policy. No amendments incorporated into this Agreement after execution of the General Terms and Conditions will amend such General Terms and Conditions unless it specifically states its intent to do so and cites the section or sections amended.

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17.18. Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, and all such counterparts will constitute a single instrument.

17.19. Signatures. Electronic signatures on this Agreement or on any Addendum (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ESO Solutions, Inc.

DocuSigned by:

By: _____
1AA6B808ED27401...
(signature)

Name: Cortney Johnson
(print name)

Title: CFO
(print title)

Customer

By: Sep 29, 2022
(signature)

Name: Bill Gravell Jr.
Bill Gravell (Sep 29, 2022 08:07 CDT)
(print name)

Title: County Judge
(print title)

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EXHIBIT A-1

SAAS SOFTWARE SCHEDULE

(Applications - ESO EHR, ESO Fire, ESO PM, FIREHOUSE Cloud, IFC Codes, EMS1 Academy, FireRescue1 Academy, Staff Scheduling, Assets, Inventory, Checklist)

1. The SaaS subscription term shall begin 15 calendar days after the Effective Date (existing Renewal Date ("SaaS Subscription Start Date"). Customer shall be deemed to have accepted the SaaS on the SaaS Subscription Start Date. The parties will make reasonable efforts to ensure that Customer is able to use the SaaS as contemplated as quickly as possible, but in no event will the SaaS Subscription Start Date be modified for implementation delays.

2. The following SaaS may be ordered under this Exhibit:

   2.1. ESO Electronic Health Record ("EHR") is a SaaS software application for prehospital patient documentation (http://www.eso.com/software/ehr).

   2.2. ESO Personnel Management ("PM") is a SaaS software application for tracking personnel records, training courses and education history (http://www.eso.com/software/personnel-management).

   2.3. ESO Fire is a SaaS software application for NFIRS reporting (http://www.eso.com/software/fire).

3. The following Third-Party Data and/or Software may be ordered under this Exhibit: 2018 International Fire Code, 2015 International Fire Code, 2012 International Fire Code, Education (see section 3.5).

4. Customer hereby agrees to timely pay for the following products according to the schedule below:

Health Data Exchange

Product	Volume	Price	Discount	Total	Fee Type
HDE - ESO EHR Connection		$1,495.00	($0.00)	$1,495.00	Recurring

EHR

Product	Volume	Price	Discount	Total	Fee Type
ESO EHR	31000 Incidents	$50,990.00	($0.00)	$50,990.00	Recurring
EHR Cardiac Monitor Integration	31000 Incidents	$1,895.00	($0.00)	$1,895.00	Recurring
EHR CAD Integration	31000 Incidents	$3,995.00	($0.00)	$3,995.00	Recurring
EHR Billing Interface	31000 Incidents	$995.00	($0.00)	$995.00	Recurring
EHR - Handtevy Integration	31000 Incidents	$995.00	($995.00)	$0.00	Recurring
EHR CARES Extract	31000 Incidents	$995.00	($0.00)	$995.00	Recurring
EHR - EMS XML Export	31000 Incidents	$1,895.00	($0.00)	$1,895.00	Recurring

Personnel Management

Product	Volume	Price	Discount	Total	Fee Type
Personnel Management	145 Employees	$4,545.00	($0.00)	$4,545.00	Recurring

Total Recurring Fees	$	67,800.00
Total One-Time Fees	$	0.00
Discounts	$	(995.00)
TOTAL FEES	$	66,805.00

5. All the Fees above will be invoiced by ESO as follows:

   5.1. Training and Training Travel Fees shall be invoiced on the Effective Date.

   5.2. During the first year, 100% of the remaining Fees shall be invoiced on the SaaS Subscription Start Date.

   5.3. During the second year and any renewal years thereafter, 100% of the recurring Fees shall be due on the anniversary of the SaaS Subscription Start Date.

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EXHIBIT B
SUPPORT SERVICES ADDENDUM

1. **DEFINITIONS**. Capitalized terms not defined below shall have the same meaning as in the General Terms & Conditions.

1.1. "Enhancement" means a modification, addition or new release of the Software that when added to the Software, materially changes its utility, efficiency, functional capability or application.

1.2. "E-mail Support" means ability to make requests for technical support assistance by e-mail at any time concerning the use of the then-current release of Software.

1.3. "Error" means an error in the Software, which significantly degrades performance of such Software as compared to ESO's then-published Documentation.

1.4. "Error Correction" means the use of reasonable commercial efforts to correct Errors.

1.5. "Fix" means the repair or replacement of object code for the Software or Documentation to remedy an Error.

1.6. "Initial Response" means the first contact by a Support Representative after the incident has been logged and a ticket generated. This may include an automated email response depending on when the incident is first communicated.

1.7. "Management Escalation" means, if the initial Workaround or Fix does not resolve the Error, notification of management that such Error(s) have been reported and of steps being taken to correct such Error(s).

1.8. "Severity 1 Error" means an Error which renders the Software completely inoperative (*e.g.*, a User cannot access the Software due to unscheduled downtime or an Outage).

1.9. "Severity 2 Error" means an Error in which Software is still operable; however, one or more significant features or functionality are unavailable (*e.g.*, a User cannot access a core component of the Software).

1.1. "Severity 3 Error" means any other error that does not prevent a User from accessing a significant feature of the Software (*e.g.*, User is experiencing latency in reports).

1.2. "Severity 4 Error" means any error related to Documentation or a Customer Enhancement request.

1.3. "Status Update" means if the initial Workaround or Fix cannot resolve the Error, notification of the Customer regarding the progress of the Workaround or Fix.

1.4. "Online Support" means information available through ESO's website (www.eso.com), including frequently asked questions and bug reporting via Live Chat.

1.5. "Support Representative" shall be ESO employee(s) or agent(s) designated to receive Error notifications from Customer, which Customer's Administrator has been unable to resolve.

1.6. "Update" means an update or revision to Software, typically for Error Correction.

1.7. "Upgrade" means a new version or release of Software or a particular component of Software, which improves the functionality or which adds functional capabilities to the Software and is not included in an Update. Upgrades may include Enhancements.

1.8. "Workaround" means a change in the procedures followed or data supplied by Customer to avoid an Error without substantially impairing Customer's use of the Software.

2. **SUPPORT SERVICES.**

2.1. Customer will provide at least one administrative employee (the "Administrator" or "Administrators") who will handle all requests for first-level support from Customer's employees with respect to the Software. Such support is intended to be the "front line" for support and information about the Software to Customer's Users. ESO will provide training, documentation, and materials to the Administrator to enable the Administrator to provide technical support to Customer's Users. The Administrator will notify a Support Representative of any Errors that the Administrator cannot resolve and assist ESO in information gathering.

2.2. ESO will provide Support Services consisting of (a) Error Correction(s); Enhancements, Updates and Upgrades that ESO, in its discretion, makes generally available to its customers without additional charge; and (c) E-mail Support, telephone support, and Online Support. ESO may use multiple forms of communication for purposes of submitting periodic status reports to Customer, including but not limited to, messages in the Software,

messages appearing upon login to the Software or other means of broadcasting Status Update(s) to multiple customers affected by the same Error, such as a customer portal.

2.3. ESO's support desk will be staffed with competent technical consultants who are trained in and thoroughly familiar with the Software and with Customer's applicable configuration. Telephone support and all communications will be delivered in intelligible English.

2.4. Normal business hours for ESO's support desk are Monday through Friday 7:00 am to 7:00 pm CT. Customer will receive a call back from a Support Representative after-hours for a Severity 1 Error.

2.5. ESO will provide responses to a technology and/or security assessment of reasonable detail (a "Tech Assessment") upon request prior to (or in connection with) implementation. ESO will provide responses to any subsequent Tech Assessments provided that Customer compensates ESO at its then-current and standard consulting rates for all work performed in connection with such Tech Assessments.

3. **ERROR PRIORITY LEVELS.** Customer will report all Errors to ESO via e-mail (support@eso.com) or by telephone (866-766-9471, option #3). ESO shall exercise commercially reasonable efforts to correct any Error reported by Customer in accordance with the priority level reasonably assigned to such Error by ESO.

3.1. Severity 1 Error. ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within four hours; (iii) initiate Management Escalation promptly; and (iv) provide Customer with a Status Update within four hours if ESO cannot resolve the Error within four hours.

3.2. Severity 2 Error. ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within eight hours; (iii) initiate Management Escalation within 48 hours if unresolved; and (iv) provide Customer with a Status Update within forty-eight hours if ESO cannot resolve the Error within forty-eight hours.

3.3. Severity 3 Error. ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within three business days; and (iii) provide Customer with a Status Update within seven calendar days if ESO cannot resolve the Error within seven calendar days.

3.4. Severity 4 Error. ESO shall (i) provide an Initial Response within seven calendar days.

4. **CONSULTING SERVICES**. If ESO reasonably believes that a problem reported by Customer is not due to an Error in the Software, ESO will so notify Customer. At that time, Customer may request ESO to proceed with a root cause analysis at Customer's expense as set forth herein or in a separate SOW. If ESO agrees to perform the investigation on behalf of Customer, then ESO's then-current and standard consulting rates will apply for all work performed in connection with such analysis, plus reasonable related expenses incurred. For the avoidance of doubt, Consulting Services will include customized report writing by ESO on behalf of Customer.

5. **EXCLUSIONS.**

5.1. ESO shall have no obligation to perform Error Corrections or otherwise provide support for: (i) Customer's repairs, maintenance or modifications to the Software (if permitted); (ii) Customer's misapplication or unauthorized use of the Software; (iii) altered or damaged Software not caused by ESO; (iv) any third-party software; (v) hardware issues; (vi) Customer's breach of the Agreement; and (vii) any other causes beyond the ESO's reasonable control.

5.2. ESO shall have no liability for any changes in Customer's hardware or software systems that may be necessary to use the Software due to a Workaround or Fix.

5.3. ESO is not required to perform any Error Correction unless ESO can replicate such Error on its own software and hardware or through remote access to Customer's software and hardware.

5.4. Customer is solely responsible for its selection of hardware, and ESO shall not be responsible the performance of such hardware even if ESO makes recommendations regarding the same.

6. **MISCELLANEOUS**. The parties acknowledge that from time-to-time ESO may update its support processes specifically addressed in this Exhibit and may do so by posting such updates to ESO's website or otherwise notifying Customer of such updates. Customer will accept updates to ESO's support procedures and any other terms in this Exhibit; provided however, that they do not materially decrease the level of Support Services that Customer will receive from ESO. THESE TERMS AND CONDITIONS DO NOT CONSTITUTE A PRODUCT WARRANTY. THIS EXHIBIT IS AN ADDITIONAL PART OF THE AGREEMENT AND DOES NOT CHANGE OR SUPERSEDE ANY TERM OF THE AGREEMENT EXCEPT TO THE EXTENT UNAMBIGUOUSLY CONTRARY THERETO.

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EXHIBIT C
HIPAA BUSINESS ASSOCIATE ADDENDUM

Customer and ESO Solutions, Inc. ("Business Associate") agree that this HIPAA Business Associate Addendum is entered into for the benefit of Customer, which is a covered entity under the Privacy Standards ("Covered Entity").

Pursuant to the Master Subscription and License Agreement (the "Agreement") into which this HIPAA Business Associate Addendum (this "Addendum") has been incorporated, Business Associate may perform functions or activities involving the use and/or disclosure of PHI on behalf of the Covered Entity, and therefore, Business Associate may function as a business associate. Business Associate, therefore, agrees to the following terms and conditions.

1. Scope. This Addendum applies to and is hereby automatically incorporated into all present and future agreements and relationships, whether written, oral or implied, between Covered Entity and Business Associate, pursuant to which PHI is created, maintained, received or transmitted by Business Associate from or on behalf of Covered Entity in any form or medium whatsoever.

2. Definitions. For purposes of this Addendum, the terms used herein, unless otherwise defined, shall have the same meanings as used in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and any amendments or implementing regulations, (collectively "HIPAA Rules").

3. Compliance with Applicable Law. The parties acknowledge and agree that, beginning with the relevant effective date, Business Associate shall comply with its obligations under this Addendum and with all obligations of a business associate under HIPAA, HITECH, the HIPAA Rules, and other applicable laws and regulations, as they exist at the time this Addendum is executed and as they are amended, for so long as this Addendum is in place.

4. Permissible Use and Disclosure of PHI. Business Associate may use and disclose PHI as necessary to carry out its duties to a Covered Entity pursuant to the terms of the Agreement and as required by law. Business Associate may also use and disclose PHI (i) for its own proper management and administration, and (ii) to carry out its legal responsibilities. If Business Associate discloses Protected Health Information to a third party for either above reason, prior to making any such disclosure, Business Associate must obtain: (i) reasonable assurances from the receiving party that such PHI will be held confidential and be disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (ii) an agreement from such receiving party to immediately notify Business Associate of any known breaches of the confidentiality of the PHI.

5. Limitations on Use and Disclosure of PHI. Business Associate shall not, and shall ensure that its directors, officers, employees, subcontractors, and agents do not, use or disclose PHI in any manner that is not permitted by the Agreement or that would violate Subpart E of 45 C.F.R. 164 ("Privacy Rule") if done by a Covered Entity. All uses and disclosures of, and requests by, Business Associate for PHI are subject to the minimum necessary rule of the Privacy Rule.

6. Required Safeguards to Protect PHI. Business Associate shall use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 ("Security Rule") with respect to electronic PHI, to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Addendum.

7. Reporting to Covered Entity. Business Associate shall report to the affected Covered Entity without unreasonable delay: (a) any use or disclosure of PHI not provided for by the Agreement of which it becomes aware; (b) any breach of unsecured PHI in accordance with 45 C.F.R. Subpart D of 45 C.F.R. 164 ("Breach Notification Rule"); and (c) any security incident of which it becomes aware. With regard to Security Incidents caused by or occurring to Business Associate, Business Associate shall cooperate with the Covered Entity's investigation, analysis, notification and mitigation activities, and except for Security Incidents caused by Covered Entity, shall be responsible for reasonable costs incurred by the Covered Entity for those activities. Notwithstanding the foregoing, Covered Entity acknowledges and shall be deemed to have received advanced notice from Business Associate that there are routine occurrences of: (i) unsuccessful attempts to penetrate computer networks or services maintained by Business Associate; and (ii) immaterial incidents such as "pinging" or "denial of services" attacks.

8. Mitigation of Harmful Effects. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of the Agreement, including, but not limited to, compliance with any state law or contractual data breach requirements.

9. Agreements by Third Parties. Business Associate shall enter into an agreement with any subcontractor of Business Associate that creates, receives, maintains or transmits PHI on behalf of Business Associate. Pursuant to such agreement, the subcontractor shall agree to be bound by the same or greater restrictions, conditions, and requirements that apply to Business Associate under this Addendum with respect to such PHI.

10. Access to PHI. Within five business days of a request by a Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to the Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 C.F.R. 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within five (5) business days forward such request to the Covered Entity.

11. Amendment of PHI. Within five business days of receipt of a request from a Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to the Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within five business days forward such request to the Covered Entity.

12. Documentation of Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528 and HITECH.

13. Accounting of Disclosures. Within five business days of notice by a Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI, Business Associate shall make available to a Covered Entity information to permit the Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. 164.528 and HITECH.

14. Other Obligations. To the extent that Business Associate is to carry out one or more of a Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with such requirements that apply to the Covered Entity in the performance of such obligations.

15. Judicial and Administrative Proceedings. In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, the affected Covered Entity shall have the right to control Business Associate's response to such request, provided that, such control does not have an adverse impact on Business Associate's compliance with existing laws. Business Associate shall notify the Covered Entity of the request as soon as reasonably practicable, but in any event within seven business days of receipt of such request.

16. Availability of Books and Records. Business Associate hereby agrees to make its internal practices, books, and records available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

17. Breach of Contract by Business Associate. In addition to any other rights a party may have in the Agreement, this Addendum or by operation of law or in equity, either party may: i) immediately terminate the Agreement if the other party has violated a material term of this Addendum; or ii) at the non-breaching party's option, permit the breaching party to cure or end any such violation within the time specified by the non-breaching party. The non-breaching party's option to have cured a breach of this Addendum shall not be construed as a waiver of any other rights the non-breaching party has in the Agreement, this Addendum or by operation of law or in equity.

18. Effect of Termination of Agreement. Upon the termination of the Agreement or this Addendum for any reason, Business Associate shall return to a Covered Entity or, at the Covered Entity's direction, destroy all PHI received from the Covered Entity that Business Associate maintains in any form, recorded on any medium, or stored in any storage system. This provision shall apply to PHI that is in the possession of Business Associate, subcontractors, and agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this Addendum, even after termination of the Agreement or Addendum, until such time as all PHI has been returned or otherwise destroyed as provided in this Section. For the avoidance of doubt, de-identified Customer Data shall not be subject to this provision.

19. Injunctive Relief. Business Associate stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to this Addendum would cause irreparable harm to a Covered Entity, and in such event, the Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.

20. Owner of PHI. Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI created or received by Business Associate on behalf of a Covered Entity.

21. Safeguards and Appropriate Use of Protected Health Information. Covered Entity is responsible for implementing appropriate privacy and security safeguards to protect its PHI in compliance with HIPAA. Without limitation, it is Covered Entity's obligation to:

    21.1. Not include PHI in information Covered Entity submits to technical support personnel through a technical support request or to community support forums. In addition, Business Associate does not act as, or have the obligations of a Business Associate under the HIPAA Rules with respect to Customer Data once it is sent to or from Covered Entity outside ESO's Software over the public Internet; and

    21.2. Implement privacy and security safeguards in the systems, applications, and software Covered Entity controls, configures and connects to ESO's Software.

22. Third Party Rights. The terms of this Addendum do not grant any rights to any parties other than Business Associate and the Covered Entity.

23. Signatures. The signatures to the Agreement (or the document evidencing the parties' adoption thereof) indicate agreement hereto and shall be deemed signatures hereof, whether manual, electronic or facsimile.

Agenda Item #17 CC 9.27.22 Approval of Agreement & MSLA, ESO (Johnny)

Final Audit Report 2022-09-29

Created:	2022-09-27
By:	Andy Portillo (andy.portillo@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAE_hdv1oZDnMoQ4BWe1CStZCEIHnWY7_j

"Agenda Item #17 CC 9.27.22 Approval of Agreement & MSLA, ESO (Johnny)" History

Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)
2022-09-16 - 5:23:51 PM GMT- IP address: 66.76.4.65

Document created by Andy Portillo (andy.portillo@wilco.org)
2022-09-27 - 4:08:24 PM GMT- IP address: 66.76.4.65

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for delegation
2022-09-27 - 4:11:18 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2022-09-27 - 8:27:02 PM GMT- IP address: 66.76.4.65

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2022-09-27 - 8:27:11 PM GMT- IP address: 66.76.4.65

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2022-09-27 - 8:27:11 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2022-09-29 - 1:07:23 PM GMT- IP address: 74.192.165.249

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2022-09-29 - 1:07:36 PM GMT - Time Source: server- IP address: 74.192.165.249

Agreement completed.
2022-09-29 - 1:07:36 PM GMT

Powered by Adobe Acrobat Sign

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1319333

Date Filed:
06/03/2025

Date Acknowledged:

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

ESO Solutions, Inc.
Austin, TX United States

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

Williamson County

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

RFP-22RFP122
EMS ePCR software

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Zilker Midco, Inc.	Austin, TX United States	X	
Beck, Eric	Austin, TX United States	X	
Brown, Sam	Austin, TX United States	X	
Munden, Robert	Austin, TX United States	X	
Witter, Coralie	Austin, 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), _____ (city), _____ (state), _____ (zip code), _____ (country).

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

Executed in [redacted] County, State of [redacted], on the [redacted] day of [redacted] (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:
2025-1319333

Date Filed:
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Date Acknowledged:
06/04/2025

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

ESO Solutions, Inc.
Austin, TX United States

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

Williamson County

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RFP-22RFP122
EMS ePCR software

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Zilker Midco, Inc.	Austin, TX United States	X	
Beck, Eric	Austin, TX United States	X	
Brown, Sam	Austin, TX United States	X	
Munden, Robert	Austin, TX United States	X	
Witter, Coralie	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 **47.**

Meeting Date: 06/24/2025

Approval of Addendum #2 to Contract #22RFP122 to add enhancements to the ePCR for Williamson County Emergency Medical Services

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 approving Addendum #2 to add enhancements to the Electronic Patient Care Reporting (EPCR) for the amount of $35,568.00, originally approved by the Commissioners' Court on October 1, 2022 (Agenda Item #17) and expiring on September 26, 2028, and authorizing the execution of the Addendum #2.

Background

Addendum #2 to the Electronic Patient Care Reporting (EPCR) system contract with ESO for Williamson County EMS First Responder Organization will improve patient care, enhance efficiency, and strengthen communication with vendor ESO and within the EMS First Responder Organization. The EPCR system supports quality assurance by tracking trends, identifying training needs, and providing real-time oversight for the Medical Director. It also allows first responders to receive feedback on their performance. The original contract was approved by the Commissioners Court on October 1, 2022 (Agenda Item #17) and expires on September 26, 2028. The cost to add the additional services is $35,568.00. Funding source: 01.0100.0540.004210. Point of contact: Jessica Toothman, EMS.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment

1295 document

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/18/2025 10:59 AM
County Judge Exec Asst.	Delia Colon	06/18/2025 11:07 AM
Form Started By: Cheryl Johnson		Started On: 06/16/2025 09:53 AM
Final Approval Date: 06/18/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM No. 2
REGARDING RFP #22RFP122
WITH
ESO SOLUTIONS, INC.

(Electronic Patient Care Reporting "ePCR")

The underlying County Addendum No. 2 Regarding RFP #22RFP122 (the "Agreement"), between ESO Solutions, Inc ("ESO" or Company") and Williamson County, Texas ("Customer" or "The County") is amended as specifically set forth herein to incorporate the terms and conditions of this Addendum No. 2. As amended, the Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum No. 2 shall have the meanings attributed to them in the Agreement. This Addendum No. 2 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. 2, the following terms and conditions of this Addendum No. 2 shall control:

1. **Incorporated Documents:** This Agreement constitutes the entire Agreement between both 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 No. 2;
    B. Company's Master Subscription & License Agreement;
    C. Company's Best & Final Offer ("BAFO");
    D. Company's Cost Proposal;
    E. Company's Response to Solicitation #22RFP122 for Electronic Patient Care Reporting "ePCR" service(s); a
    F. Williamson County Solicitation #22RFP122 for Electronic Patient Care Reporting "ePCR" service(s) and
    G. Company's Updated w iOS pricing restructure (totaling $35,568.00).

2. **Approval of Additional Subscriptions.** The additional subscriptions for ePCR to the locations referenced in **Exhibit G**, are deemed to be in the public interest and incorporated into this Agreement as follows:

   Eleven (11) additional subscriptions to ePCR will be purchased by The County in the amount of $35,568.00 annually.

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

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

5. **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.

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

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

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

9. **Payment, Interest and Late Payments.** The County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date 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.

   In the event that an error appears in an invoice submitted by ESO, The County shall notify ESO of the error not later than the twenty first (21st) day after the date The County receives the invoice. If the error is resolved in favor of ESO, ESO shall be entitled to receive interest on the unpaid balance of the invoice submitted by ESO beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of The County, ESO 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.

10. **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 The County, its directors, officers and employees are additional insureds, such insurance shall be primary, and any insurance maintained by The County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of The 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. ESO shall furnish The County with a certification of coverage issued by the insurer. ESO shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, ESO shall also notify The 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.

11. **Relationships 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.

12. **Sales and Use Tax Exemption.** The County 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 The County. Exemption certificates will be provided to contractors and suppliers upon request.

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

14. **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.

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

ESO SOLUTIONS, INC.

By: _____

Printed Name: Robert Munden

Title: Chief Legal & Compliance Officer

Date: May 26, 2025

Williamson County, Texas

By: _____

Printed Name: Steven Snell

Title: County Judge, Presiding Officer

Date: _____ ____, 20____

Approved as to Legal Form
HAL HAWES
General Counsel, Commissioners Court
Date: Jun 16 2025 Time: 8:29 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Jun 13 2025 Time: 1:12 pm

Exhibit “G”

Exhibit G - Company's Updated w iOS pricing restructure (totaling $35,568.00).

Williamson County EMS

Analytics			
Product	**Volume**	**Total**	**Fee Type**
Medical Director Oversight Account	32642 Incidents	$2,495.00	Recurring

Total Recurring Fees	$	2,495.00
Total One-Time Fees	$	0.00
TOTAL FEES	$	2,495.00

Cedar Park Fire Department

EHR					
Product	**Volume**	**Price**	**Discount**	**Total**	**Fee Type**
ESO EHR	5952 Incidents	$12,309.00	($3,019.00)	$9,290.00	Recurring

Total Recurring Fees	$	9,290.00
Total One-Time Fees	$	0.00
TOTAL FEES	$	9,290.00

Williamson County ESD #10 Coupland VFD (TX)

EHR					
Product	**Volume**	**Price**	**Discount**	**Total**	**Fee Type**
EHR Access	357 Incidents	$1,204.00	($0.00)	$1,204.00	Recurring

Total Recurring Fees	$	1,204.00
Total One-Time Fees	$	0.00
TOTAL FEES	$	1,204.00

Exhibit G - Company's Updated w iOS pricing restructure (totaling $35,568.00).

Williamson County Emergency Service District #7 (Florence) (TX)

EHR

Product	Volume	Total	Fee Type
EHR Access	545 Incidents	$1,204.00	Recurring

Total Recurring Fees	$	1,204.00
Total One-Time Fees	$	0.00
TOTAL FEES	$	1,204.00

Granger Volunteer Fire Department (TX)

EHR

Product	Volume	Total	Fee Type
EHR Access	246 Incidents	$547.00	Recurring

Total Recurring Fees	$	547.00
Total One-Time Fees	$	0.00
TOTAL FEES	$	547.00

Hutto Fire Rescue

EHR

Product	Volume	Price	Discount	Total	Fee Type
ESO EHR	2526 Incidents	$8,569.00	($1,028.28)	$7,540.72	Recurring

Total Recurring Fees	$	7,540.72
Total One-Time Fees	$	0.00
TOTAL FEES	$	7,540.72

Jollyville Volunteer Fire Department

EHR

Product	Volume	Total	Fee Type
EHR Access	606 Incidents	$1,990.00	Recurring

Total Recurring Fees	$	1,990.00
Total One-Time Fees	$	0.00
TOTAL FEES	$	1,990.00

Exhibit G - Company's Updated w iOS pricing restructure (totaling $35,568.00).

City of Leander

EHR			
Product	**Volume**	**Total**	**Fee Type**
EHR Access	3347 Incidents	$4,713.00	Recurring

Total Recurring Fees	$	4,713.00
Total One-Time Fees	$	0.00
TOTAL FEES	$	4,713.00

Williamson Co. ESD 4 (Liberty Hill)

EHR			
Product	**Volume**	**Total**	**Fee Type**
EHR Access	2041 Incidents	$3,019.00	Recurring

Total Recurring Fees	$	3,019.00
Total One-Time Fees	$	0.00
TOTAL FEES	$	3,019.00

Sam Bass Fire Department (TX)

EHR			
Product	**Volume**	**Total**	**Fee Type**
EHR Access	1329 Incidents	$3,019.00	Recurring

Total Recurring Fees	$	3,019.00
Total One-Time Fees	$	0.00
TOTAL FEES	$	3,019.00

GMAT EMS

EHR			
Product	**Volume**	**Total**	**Fee Type**
EHR Access	137 Incidents	$547.00	Recurring

Total Recurring Fees	$	547.00
Total One-Time Fees	$	0.00
TOTAL FEES	$	547.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

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

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFP-22RFP122
EMS ePCR software

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Zilker Midco, Inc.	Austin, TX United States	X	
Beck, Eric	Austin, TX United States	X	
Brown, Sam	Austin, TX United States	X	
Munden, Robert	Austin, TX United States	X	
Witter, Coralie	Austin, 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), _____ (city), _____ (state), _____ (zip code), _____ (country).

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

Executed in [redacted] County, State of [redacted], on the [redacted] day of [redacted] (month), 20 25 (year).

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

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Williamson County

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RFP-22RFP122
EMS ePCR software

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Zilker Midco, Inc.	Austin, TX United States	X	
Beck, Eric	Austin, TX United States	X	
Brown, Sam	Austin, TX United States	X	
Munden, Robert	Austin, TX United States	X	
Witter, Coralie	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 **48.**

Meeting Date: 06/24/2025

Policy exception for Emergency Communications

Submitted By: Hilary Martin, 911 Communications

Department: 911 Communications

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a policy exception to facilitate filling a position in 911 Communications.

Background

The QAQI Evaluator position is vacant with a budgeted salary of $66,815.04. Approving a policy exception to move salary surplus funding of $189.12 would allow the promotion of an internal candidate without a loss in pay. The department has the funding in their salary budget and would move a salary surplus of $189.12 from PCN 0132 to PCN 1894. The only exception is being outside the approved timeline to make changes. Funding will be utilized for the promotional process and promotions being considered are all within policy. Details are attached, and no additional funding is needed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

911 Position Change

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	06/17/2025 08:25 AM
Form Started By: Hilary Martin		Started On: 06/16/2025 01:04 PM
Final Approval Date: 06/17/2025		

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget
0581- 911 Communications	0132	vacant	N/A	$66,815.04	$67,004.16	$66,815.04	$189.12
0581- 911 Communications	1894	15215	$66,815.04	$67,004.16	$66,815.04	$67,004.16	



Increase to Position Budget	**Change notes**	**Earliest Oracle Effective Date**	*Amount may vary slightly due to Oracle rounding	EE Name
	Request to move surplus salary dollars to accommodate an internal promotion	7/4/2025		vacant
$189.12	Request to move surplus salary dollars to accommodate an internal promotion	7/4/2025		Eric Deskin

Commissioners Court - Regular Session **49.**

Meeting Date: 06/24/2025

Renewal #1 for Contract #24RFP46 with Tex-Air Filters for HVAC Air Filter Maintenance Services for Facilities Management

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Renewal #1 for contract #23RFP46 with Tex-Air Filters for HVAC Air Filter Maintenance Services, for the renewal term beginning from October 1, 2025, through September 30, 2026, for the same terms and conditions as the existing contract but with an anticipated price increase of five percent (5%) beginning in 2026.

Background

This is the first renewal of the awarded contract #23RFP46 with Tex-Air Filters, originally approved by the Commissioners Court on June 11, 2024, under Agenda Item #32. The renewal term is from October 1, 2025, through September 30, 2026. Services will continue under the current terms and conditions, with an anticipated price increase of up to five percent (5%) beginning in 2026. The Facilities Management Department has confirmed that the vendor has met all County requirements under the existing contract and recommends renewal. This renewal has also been reviewed and approved by Contract Audit. Funding Source: 01.0100.0509.004500 and 01.0100.0509.004510, total Budget: $550,000.00. Point of Contact: Shantil Moore.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal 1

1295 document

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/17/2025 01:38 PM
County Judge Exec Asst.	Delia Colon	06/17/2025 01:54 PM
Form Started By: Cheryl Johnson		Started On: 06/12/2025 09:45 AM
Final Approval Date: 06/17/2025		

Summary Agreement for Renewal of Williamson County Contract
Price Amendment

Contract Number:	**24RFP46**	**Department:**	Facilities Management
Vendor Name:	**Tex-Air Filters**		
Purpose/Intended Use of Product or Service (summary):			
HVAC Air Filter Maintenance Services			
Type of Contract:	RFP	**Start Date:**	October 01, 2025
Purchasing Contact:	Cheryl Johnson	**End Date:**	September 30,2026
Department Contact:	Shantil Moore		

- **Williamson County wishes to extend this bid/proposal with a price increase (as detailed in the attached spreadsheet) but with the same terms and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.

Renewal Option Period 1	October 01, 2025--September 30, 2026
Initial Contract Period	October 01, 2023-- September 30, 2025

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE

Vendor Tex-Air Filters

Name Lauren Cadena

Title Account Representative

Signature Lauren Cadena

Date 06/10/25

Williamson County, 710 Main St., Georgetown, TX 78626

Williamson County Authorized Signature

Signature _____

Date _____

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Jun 11 2025 Time: 3:51 pm

Tex-Airfilters
AIR Relief Technologies, Inc.™

2209 Rutland Drive
Suite 125
Austin, TX 78758
512-833-3330
512-833-3335 fax
www.texairfilters.com

June 9th, 2025

To Whom it may Concern,

Tex-Air filters has been working diligently to keep prices down for the last several years. The last price increase we had was 2022 and we hope under normal conditions we can keep prices the same for multiples of years.

Over this time we have received price increases in our metal backing, frames, adhesives, filter media, and wages for our staff.

We anticipate we will have a price increase of 5% beginning in 2026.
Feel free to reach out to me if you have any questions.

Thank You,

Patrick Rosenthal
Central Texas Regional Manager
Tex Air Filters
2209A Rutland Dr.
Ste. 125
Austin, TX 78758

Office: 512-833-3330
Fax: 512-833-3335
Cell: 512-415-1753

patrickrosenthal@texairfilters.com

Members of:
National Air Filtration Association
NAFA Certified Air Filtration Specialists
BOMA
ACCA Air Conditioning Contractors of America North Texas Chapter
ASHRAE

FY24-25 24RFP46 - HVAC Filter Changing Services for Williamson County, Texas Attachment C - Fee Schedule

Bid Sheet Instructions
Provide contract pricing on the Attachment C - Fee Schedule on both worksheets. Complete fields highlighed in yellow.

Price By Building Pricing
The pricing provided on this worksheet will be the billable costs per quarter for each building.
The pricing should be based on the information provided for each building/grouping on the various other worksheets.
The quarterly pricing should include all profit, labor, overhead, tools, travel and equipment to change out or service the filters specified.
Williamson County intends to award two separate contracts for the two groupings contained in Attachment C - Fee Schedule. See Tabs 'Price per Building - Group A and Price per Building - Group B'. One vendor may be awarded both contracts.
The proposed pricing shall remain fixed for the term of the contract unless price changes agreed to in writing by the Contract Administator.
Changes to the proposed pricing during the contract must be submitted to the Contract Adminstrator for approval and must include documentation to justify a proposed increase.
Changes to the contract pricing will only be granted if in excess of 5% of the then current building pricing and are due to filter size changes or requested filter types or changes to installed equipment.
Price changes for increases shall be requested by the Contractor.
Justification should be based on unit pricing if included in Contract, or the filter of closest size contained within unit pricing. New filter types will be negotiated with Contractor.

Unit Pricing - Filters Pricing
The pricing on Attachment C - Fee Schedule worksheet will be used in making requests for changes to contract pricing per building.
The pricing on thisAttachment C - Fee Schedule worksheet should include material pricing only per each filter.
The annual quantities provided are a snapshot of the filters. All equipment is subject to replacement during the life of the contract.
The unit pricing will become an exhibit of the contract and will be used to evaluate requests for price changes.
The quarterly price must be supported by the unit pricing for each filter.

Building Information Worksheets
Attachment B - Filter Change Services worksheets include the building code, the location of filters, equipment, frequency of service, and notes on whether a ladder is necessary.
This information is subject to change throughout the term of the contract.

Attachment C - Price per Building - Group A

Bldg. Code	Building Name	Address	Size	Annual Quantity	Cost per Filter	Annual Total
1047	Expo	5350 Bill Picket Trail, Taylor	16X20x2	128	$ 3.54	$ 453.12
			16X25X2	32	$ 3.86	$ 123.52
			20X25x2	16	$ 4.18	$ 66.88
			20X30X2	24	$ 4.24	$ 101.76
			Labor - Price per Quarter		$ 247.50	$ 990.00
			Annual Total for Expo			$ 1,735.28
1003	THD	115 W 6th Street, Taylor	16X25X2	40	$ 3.86	$ 154.40
			Labor - Price per Quarter		$ 129.50	$ 518.00
			Annual Total for THD			$ 672.40
1042	CTTC	601 N Alligator Rd, Granger	20X20X2	8	$ 4.04	$ 32.32
			20X25X2	44	$ 4.18	$ 183.92
			Labor - Price per Quarter		$ 138.35	$ 553.40
			Annual Total for CTTC			$ 769.64
1005	RR A	211 Commerce Cover, Round Rock	16X20X2	40	$ 3.54	$ 141.60
			16X25X2	4	$ 3.86	$ 15.44
			Labor - Price per Quarter		$ 132.45	$ 529.80
			Annual Total for RR A			$ 686.84
1006	RR B	211 Commerce Cover, Round Rock	16X25X2	48	$ 3.86	$ 185.28
			Labor - Price per Quarter		$ 135.40	$ 541.60
			Annual Total for RR B			$ 726.88
1082	Public Safety	1781 E. Old Settlers' Blvd, Round Rock	16X20X2	32	$ 3.54	$ 113.28
			20X25X2	16	$ 4.18	$ 66.88
			Labor - Price per Quarter		$ 135.40	$ 541.60
			Annual Total for Public Safety			$ 721.76
1066	RRJ	1801 E. Old Settlers' Blvd, Round Rock	16x20x2	48	$ 3.54	$ 169.92
			16x24x2	16	$ 4.19	$ 67.04
			18x24x2	72	$ 3.95	$ 284.40
			Labor - Price per Quarter		$ 200.30	$ 801.20
			Annual Total for RRJ			$ 1,322.56
1050	Hutto Community	3901 CR 130, Hutto	12X24X1	4	$ 3.47	$ 13.88
			20X20X1	8	$ 3.66	$ 29.28
			Labor - Price per Quarter		$ 108.85	$ 435.40
			Annual Total for Hutto Community			$ 478.56
1050	Gun Range	3901 CR 130, Hutto	12X20X1	8	$ 3.42	$ 27.36
			Labor - Price per Quarter		$ 105.90	$ 423.60
			Annual Total for Gun Range			$ 450.96
1044	Taylor SO	2501 Mllard Lane, Taylor	20X25X1	4	$ 4.09	$ 16.36
			Labor - Price per Quarter		$ 108.95	$ 435.80
			Annual Total for Taylor SO			$ 452.16
1034	EMS 41	2604 Northlawn, Taylor	20X24X1	4	$ 4.09	$ 16.36
			Labor - Price per Quarter		$ 108.95	$ 435.80
			Annual Total for EMS 41			$ 452.16

24RFP46

Attachment C - Price per Building - Group A

Bldg. Code	Building Name	Address	Size	Annual Quantity	Cost per Filter	Annual Total
1015	EMS 42	1427 N Main Street, Taylor	12X30X1	1	$ 6.38	$ 6.38
			Labor - Price per Quarter		$ 108.95	$ 435.80
			Annual Total for EMS 42			$ 442.18
1073	WCCHD	355 Texas Ave	16X20X1	24	$ 3.57	$ 85.68
			20X20X1	20	$ 3.66	$ 73.20
			20X25X1	28	$ 7.16	$ 200.48
			Labor - Price per Quarter		$ 261.10	$ 1,044.40
			Annual Total for WCCHD			$ 1,403.76
1048	JP4	211 W 6th, Taylor	16X25X1	12	$ 3.60	$ 43.20
			20X20X1	8	$ 3.66	$ 29.28
			20X22X1	8	$ 7.16	$ 57.28
			Labor - Price per Quarter		$ 114.75	$ 459.00
			Annual Total for JP4			$ 588.76
1033	TAB	412 Vance St, Taylor	16X20X2	68	$ 3.54	$ 240.72
			20X25X2	12	$ 4.18	$ 50.16
			Labor - Price per Quarter		$ 159.00	$ 636.00
			Annual Total for TAB			$ 926.88
1075	SOTC	8160 Chandler Rd, Hutto	16X5X2	176	$ 3.86	$ 679.36
			20X30X2	24	$ 5.24	$ 125.76
			20x25x2	24	$ 4.18	$ 100.32
			Labor - Price per Quarter		$ 265.20	$ 1,060.80
			Annual Total for STOC			$ 1,966.24

24RFP46

Attachment C - Price per Building - Group B

Bldg. Code	Building Name	Address	Size	Annual Quantity	Cost per Filter	Annual Total	
1001	Musem	716 Austin Ave, Georgetown	20X25X1	8	$ 4.09	$ 32.72	
			Labor - Price per Quarter		$ 105.90	$ 423.60	
			Annual Total for Musem			$ 456.32	
1024	Red House	311 N. Main St, Georgetown	14X25X2	4	$ 3.72	$ 14.88	
			Labor - Price per Quarter		$ 102.95	$ 411.80	
			Annual Total for Red House			$ 426.68	
1045	JJC	200 Wilco Way, Georgetown	12X20X2	216	$ 3.35	$ 723.60	
			16X16X2	64	$ 3.72	$ 238.08	
			16X20X2	56	$ 3.54	$ 198.24	
			16X25X2	172	$ 3.86	$ 663.92	
			18X24X2	104	$ 3.95	$ 410.80	
			24X24X2	96	$ 5.06	$ 485.76	
			Labor - Price per Quarter		$ 622.15	$ 2,488.60	
			Annual Total for JJC			$ 5,209.00	
1063	Facilities	3101 SE Inner Loop, Georgetown	16X20X2	4	$ 3.54	$ 14.16	
			20X20X2	4	$ 4.04	$ 16.16	
			20X25X2	12	$ 4.18	$ 50.16	
			Labor - Price per Quarter		$ 114.75	$ 459.00	
			Annual Total for Facilities			$ 539.48	
1026	CMF	3151 SE Inner Loop, Georgetown	20X20X2	40	$ 4.04	$ 161.60	
			Labor - Price per Quarter		$ 129.50	$ 518.00	
			Annual Total for CMF			$ 679.60	
1063	Sign Shop	3101 SE Inner Loop, Georgetown	20X24X1	4	$ 4.09	$ 16.36	
			Labor - Price per Quarter		$ 102.95	$ 411.80	
			Annual Total for Sign Shop			$ 428.16	
1077	Wireless	3171 SE Inner Loop, Georgetown	20X25X2	32	$ 1.00	$ 32.00	
			Labor - Price per Quarter		$ 123.60	$ 494.40	
			Annual Total for Wireless			$ 526.40	
1079	Impound	3181 SE Inner Loop, Georgetown	16X25X2	16	$ 3.86	$ 61.76	
			Labor - Price per Quarter		$ 111.80	$ 447.20	
			Annual Total for Impound			$ 508.96	
1000	Courthouse	710 Main Street, Georgetown	24X24X2	60	$ 5.06	$ 303.60	
			12X24X2	20	$ 3.41	$ 68.20	
			Labor - Price per Quarter		$ 159.00	$ 636.00	
			Annual Total for Courthouse			$ 1,007.80	
Bldg. Code	**Building Name**	**Address**	**Size**	**Annual Quantity**	**Cost per Filter**	**Annual Total**	
N/A	Animal Shelter	1855 SE Inner Loop, Georgetown	12X20X2	48	$ 3.35	$ 160.80	
			16X20X2	60	$ 3.54	$ 212.40	
			20X20X1	24	$ 3.66	$ 87.84	
			20X22X1	12	$ 7.16	$ 85.92	
			20X25X2	528	$ 4.10	$ 2,164.80	
			Labor - Price per Month		$ 595.60	$ 7,147.20	
			Annual Total for Animal Shelter			$ 9,858.96	
1080	GTA	100 Wilco Way, Georgetown	12X15X1	12	$ 5.22	$ 62.64	
			12X16X1	24	$ 5.22	$ 125.28	
			16X16X1	8	$ 5.57	$ 44.56	
			16X18X1	16	$ 5.57	$ 89.12	
			18X16X1	84	$ 5.57	$ 467.88	

			18X18X1	4	$ 4.02	$ 16.08
			18X20X1	36	$ 3.96	$ 142.56
			18X24X2	64	$ 3.95	$ 252.80
			20X18X1	24	$ 3.96	$ 95.04
			24X24X2	128	$ 5.06	$ 647.68
			Labor - Price per Quarter		$ 395.00	$ 1,580.00
			Annual Total for GTA			$ 3,523.64
1081	LHA	3803 Ranch Road 1869, Liberty Hill	10X36X1	8	$ 8.38	$ 67.04
			12X14X1	4	$ 5.22	$ 20.88
			14X30X1	8	$ 7.16	$ 57.28
			Labor - Price per Quarter		$ 114.75	$ 459.00
			Annual Total for LHA			$ 604.20
1029	Warehouse	508 Holly Street, Georgetown	12X24X1	16	$ 3.47	$ 55.52
			Labor - Price per Quarter		$ 135.80	$ 543.20
			Annual Total for Warehouse			$ 598.72
1051	Gtown Tax	904 S. Main, Georgetown	20X25X2	52	$ 4.18	$ 217.36
			20X30X1	8	$ 5.26	$ 42.08
			Labor - Price per Quarter		$ 144.25	$ 577.00
			Annual Total for Gtown Tax			$ 836.44
1072	SWRP	219 Perry Mayfield, Leander	16X25X2	4	$ 3.86	$ 15.44
			Labor - Price per Quarter		$ 102.95	$ 411.80
			Annual Total for SWRP			$ 427.24
Bldg. Code	**Building Name**	**Address**	**Size**	**Annual Quantity**	**Cost per Filter**	**Annual Total**
1032	CPA	350 Discovery Blvd, Cedar Park	16x20x2	68	$ 3.54	$ 240.72
			16x25x2	32	$ 3.86	$ 123.52
			20x20x2	16	$ 4.04	$ 64.64
			20x24x2	24	$ 4.18	$ 100.32
			20x25x2	40	$ 4.18	$ 167.20
			Labor - Price per Quarter		$ 232.75	$ 931.00
			Annual Total for CPA			$ 1,627.40
1078	EMS	3189 SE Inner Loop, Georgetown	16X25X2	60	$ 3.86	$ 231.60
			20X25X2	64	$ 4.18	$ 267.52
			20X30X2	32	$ 5.24	$ 167.68
			Labor - Price per Quarter		$ 215.05	$ 860.20
			Annual Total for EMS			$ 1,527.00
1011	Lott	107 S. Holly, Georgetown	16X20X2	4	$ 3.54	$ 14.16
			16X24X2	4	$ 4.19	$ 16.76
			16X25X2	12	$ 3.86	$ 46.32
			20X20X2	4	$ 4.04	$ 16.16
			20X24X1	4	$ 4.09	$ 16.36
			Labor - Price per Quarter		$ 120.65	$ 482.60
			Annual Total for Lott			$ 592.36
1043	ILA	301 SE Inner Loop, Georgetown	20X25X2	112	$ 4.18	$ 468.16
			20X20X2	96	$ 4.04	$ 387.84
			16x20X2	96	$ 3.54	$ 339.84
			24X24X2	72	$ 5.06	$ 364.32
			18X18X2	48	$ 4.19	$ 201.12
			20X30X2	16	$ 5.24	$ 83.84
			Labor - Price per Quarter		$ 424.50	$ 1,698.00
			Annual Total for ILA			$ 3,543.12

Attachment I – Additional Fee Service

This attachment shall be completed and returned with the Contractor response. Failure to return this completed attachment will result in the disqualification of the response.

Contractor shall submit a Compensation and Fee Schedule with a full list of all personnel titles and the hourly billing rate for each discipline which shall be incorporated into its contract.

Rates shall remain firm throughout the term of this contract purchase agreement. This compensation and fee scheduled shall be used to establish fixed prices for additional services by purchase order.

Personnel Level	Hourly Rate
1. Service Technician	
a. Regular Hours (6 pm – 6am)	$60
b. After Regular Hours (6:01 am – 5:59 6m)	$80
c. Weekends or County approved Holidays	$85
d. Emergency Response during Regular Hours (6 pm – 6 am)	$75
e. Emergency Response after Regular Hours (6:01 am – 5:50 pm)	$155
f. Emergency Response on Weekends or Approved Holidays	$155

Emergency Contact Personnel:	Lauren Cadena
Business Hours Phone Number:	936-355-2041 or 512-833-3330
After Hours/Emergency Phone Number:	936-355-2041
Email Address:	Lauren.texair@gmail.com

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

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Bldg Code	Building Name	Annual Total	Quarter Totals	
1047	Expo	$ 1,906.64	$ 476.66	
1003	THD	$ 953.44	$ 238.36	
1042	CTTC	$ 1,982.92	$ 495.73	
1005	RRA	$ 1,782.76	$ 445.69	
1006	RRB	$ 1,782.76	$ 445.69	
1082	Public Safety	$ 665.92	$ 166.48	
1066	RRJ	$ 1,345.52	$ 336.38	
~~1050~~	~~Hutto Community~~	~~$ -~~	~~$ -~~	Removed 5/2025
1050	Gun Range	$ 500.40	$ 125.10	
1044	Taylor SO	$ 452.96	$ 113.24	
1034	EMS 41	$ 452.96	$ 113.24	
1015	EMS 42	$ 462.60	$ 115.65	
1073	WCCHD	$ 1,331.32	$ 332.83	
1048	JP4	$ 557.96	$ 139.49	
1033	TAB	$ 1,184.28	$ 296.07	
1075	SOTC	$ 1,913.76	$ 478.44	
1001	Museum	$ 457.92	$ 114.48	
1024	Red House	$ 427.44	$ 106.86	
1045	JJC	$ 6,882.12	$ 1,720.53	
1063	Facilities	$ 819.52	$ 204.88	
1026	CMF	$ 1,247.76	$ 311.94	
1063	Sign Shop	$ 428.96	$ 107.24	
1077	Wireless	$ 428.96	$ 107.24	
1079	Impound	$ 512.00	$ 128.00	
1000	Courthouse	$ 1,506.20	$ 376.55	
N/A	Animal Shelter	$ 6,024.80	$ 1,506.20	
1080	GTA	$ 4,868.84	$ 1,217.21	
1081	LHA	$ 458.72	$ 114.68	
1029	Warehouse	$ 654.20	$ 163.55	
1051	Gtown Tax	$ 849.44	$ 212.36	
1072	SWRP	$ 535.12	$ 133.78	
1032	CPA	$ 2,897.04	$ 724.26	
1078	EMS	$ 1,796.48	$ 449.12	
1011	Lott	$ 620.36	$ 155.09	
1043	ILA	$ 4,229.44	$ 1,057.36	
1095	Lake Creek Parkwa	$ 3,260.32	$ 815.08	
1009	Justice Center	$ 6,360.84	$ 1,590.21	
1090	Bob Phillips	$ 517.08	$ 129.27	
1019	305 MLK	$ 527.40	$ 131.85	
1020	303 MLK	$ 527.40	$ 131.85	
1008	Sheriff Office/Jail	$ 6,540.00	$ 1,635.00	
	FY Expense	**$ 70,654.56**	$ 16,157.44	

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:
2024-1166094

Date Filed:
05/24/2024

Date Acknowledged:
05/31/2024

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

Williamson County
Georgetown, TX United States

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

Williamson County

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

24RFP46
HVAC Air Filter Maintenance Services for Williamson County, Texas.

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

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

6 UNSWORN DECLARATION

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

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

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

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1166094

Date Filed:
05/24/2024

Date Acknowledged:

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

Williamson County
Georgetown, TX United States

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

Williamson County

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

24RFP46
HVAC Air Filter Maintenance Services for Williamson County, Texas.

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

[redacted]

6 [redacted]

[redacted]

[redacted] (city) [redacted]

[redacted]

[redacted] of _____, on the _____day of _____, 20_____.

[redacted]

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **50.**

Meeting Date: 06/24/2025

Central Maintenance Facility - Flooring Upgrade_Flooring Solutions_CO1

Submitted For: Dale Butler **Submitted By:** Christy Matoska, Facilities Managemen

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive and acknowledge approval of Change Order No.1 from Flooring Solutions, Inc. for the Central Maintenance Facility Flooring Upgrade project in the amount of $6,315.00, and to extend time for completion of the flooring which was approved by Williamson County Project Manager, Daryl Mutz, pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.

Background

The Change Order No. 1 was made to compensate the contractor, Flooring Solutions, Inc, in the amount of $6,315.00 as the originally selected flooring had been discontinued, so a new flooring selection was made and has an additional cost. This Change Order results in a net increase of $6,315. The original Contract amount was $63,487.00. As a result of this Change Order, the new contract sum is $69,802.00 and the new completion date is 9/23/25. Williamson County Facilities Project Manager, Daryl Mutz was delegated change order approval authority for this project on January 23, 2024, by the Commissioners Court 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

CMF Flooring Upgrade_Flooring Solutions

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	06/17/2025 11:27 AM
County Judge Exec Asst.	Delia Colon	06/18/2025 04:47 PM
Form Started By: Christy Matoska		Started On: 06/17/2025 11:16 AM
Final Approval Date: 06/18/2025		

CHANGE ORDER
CMF Flooring Upgrade

CHANGE ORDER NO: **01** NTP Date: TBD

DATE OF ISSUANCE: 06/17/2025

Contractor: Flooring Solutions, Inc.

Architect/ Engineer: N/A

EXPLANATION:

1. Change of flooring due to discontinuation of selected flooring.

CONTRACT CHANGE:

1. Selected flooring: LVT-1-Mohawk Group, Stonework C0179, new flooring: LVT-1-Mohawk, Toasted Oak, Secoya 2.5

A.	Original Contract Amount	$ 63,487.00
B.	Adjusted Contract Sum by previous Change Orders	$ 0.00
C.	Contract Sum increased by this Change Order in the amount of	$ 6,315.00
D.	New Contract Sum including this Change Order will be	$ 69,802.00

Percentage Increase of Total Change Orders over Original Contract Amount $\left(\frac{D-A}{A} * 100\right)$

(Not to Exceed 25% per state law) 9.94 %

The Contract Time will be changed by 10 days

The date of Substantial Completion as of the date of this Change Order 9/23/25

RECOMMENDED BY:

Flooring Solutions, Inc.	CLAY Banner (Jun 17, 2025 10:18 CDT)	06/17/2025
Contractor	Signature	Date

REVIEWED BY:

N/A		
Architect/ Engineer	Signature	Date

ACCEPTED BY:

Daryl Mutz	Daryl Mutz	06/17/2025
County's Representative	Signature	Date

Commissioners Court - Regular Session **51.**

Meeting Date: 06/24/2025

Williamson County Expo Center AV Upgrade (P648) - DBR Engineering Supplemental Agreement

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

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the Supplemental Agreement for Design and Engineering Services between Williamson County and DBR Engineering Consultants, Inc. relating to the Williamson County Expo Center AV Upgrade (P648).

Background

This Supplemental Agreement for Design and Engineering Services between Williamson County and DBR Engineering Consultants, Inc. is for compensation pertaining to additional owner-requested changes to scope impacting structural, electrical, and technology designs. The agreement is to be increased by $14,470.00. Funding source P648.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Expo Center AV Upgrade PSA1-SA1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	06/17/2025 03:39 PM
Form Started By: Gretchen Glenn		Started On: 06/17/2025 03:16 PM
Final Approval Date: 06/17/2025		

SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR DESIGN & ENGINEERING SERVICES

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

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

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

THIS SUPPLEMENTAL AGREEMENT NO. 1 to **Agreement for Design and Engineering Services**, effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), is made pursuant to the terms and conditions of said Agreement by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, County and A/E previously executed **Agreement for Design and Engineering Services** being dated effective **April 1, 2025** ("Agreement").

WHEREAS, pursuant to **Article 20** of the Agreement, the terms of the Agreement may be modified by a fully executed, written modification;

WHEREAS, County now wishes to **update scope to reflect additional changes impacting structural, electrical, and technology designs**; all of which would constitute Additional Services due to being outside the original scope of Basic Services; and,

WHEREAS, in accordance with **Article 7** of the Agreement, this Supplemental Agreement provides a description of the scope, compensation for, and schedule of Additional Services;

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

SUPPLEMENTAL AGREEMENT

NOW, THEREFORE, premises considered, County and A/E agree that the Agreement is modified and amended as follows:

ARTICLE 1
SCOPE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services:

• Add eight (8) new 110” monitors instead of 85” monitors.

• Add two (2) 300” motorized projection screens with dedicated ceiling-mounted projectors instead of two (2) 110” monitors or similar-sized video walls.

ARTICLE 2
COMPENSATION FOR ADDITIONAL SERVICES

In accordance with the terms and conditions of the Agreement, County hereby agrees to pay A/E **Fourteen Thousand Four Hundred Seventy and No/100 Dollars ($14,470.00)**

ARTICLE 3
TIME FOR PERFORMANCE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services by or before March 26, 2026.

ARTICLE 4
TERMS OF AGREEMENT & EXTENT OF SUPPLEMENTAL AGREEMENT

All Additional Services described herein will be performed in accordance with the terms and conditions of the Agreement. All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

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

A/E:
DBR Engineering Consultants, Inc

By: _____
Signature

Zac Morton PE, LEED AP
Printed Name

Partner
Title

Date Signed: 06/17/2025

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

Commissioners Court - Regular Session **52.**

Meeting Date: 06/24/2025

Temporary road closure of Jacqueline Drive Emma Drive and a portion of Susan Lane

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 regarding the temporary road closure of Jacqueline Drive, Emma Drive and a portion of Susan Lane on Friday, July 4, from 5 PM to 10 PM and approve a temporary diversion plan for traffic during the closure.

Background

This temporary road closure is for a Blockhouse MUD community event. A temporary diversion plan for traffic is attached.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Temporary Closure and Diversion

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	06/18/2025 12:00 PM
Form Started By: Adam Boatright		Started On: 06/18/2025 11:44 AM
Final Approval Date: 06/18/2025		

Temporary Road Closure - July 4, 2025 - 5pm-10pm





Legend

Roadway Closure Area

Temporary Diversion

0 500 1000 ft

1:2662

This map and data are for general planning purposes only. The basemap conforms to National Map Accuracy Standards in unobstructed areas. Williamson County makes no warranty, representation or guarantee as to the content, sequence, accuracy, timeliness or completeness of any of the database information or spatial locations depicted. Furthermore, all warranties on merchantability and fitness for a particular purpose are hereby disclaimed. In no event shall Williamson County be liable to the recipient or any other party for damages of any type, including but not limited to incidental, consequential or exemplary damages arising out of the use or inability to use these materials.

6/18/2025 10:35:45 AM THIS MAP IS NOT TO BE USED FOR NAVIGATION

Commissioners Court - Regular Session **53.**

Meeting Date: 06/24/2025

Road and Bridge Safety Footwear Policy

Submitted By: Andy Hoffman, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding approval of a Safety Footwear Policy for the Department of Infrastructure - Road and Bridge.

Background

Given the nature of their position along with their work conditions, proper footwear is essential. Approving this policy is a proactive approach to mitigating risks that safety-sensitive employees, within the Road and Bridge department, are exposed to on a daily basis.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

County Safety Footwear Policy R&B

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	06/18/2025 11:11 AM
Form Started By: Andy Hoffman		Started On: 06/18/2025 10:40 AM
Final Approval Date: 06/18/2025		

Williamson County Road & Bridge

SAFETY FOOTWEAR POLICY

Sensitivity: Controlled
Criticality: Moderate
Primary Type: Policy

Purpose

To ensure the safety of Williamson County Road and Bridge field personnel in safety-sensitive positions by supplying appropriate protective footwear and maintaining compliance with workplace safety standards.

Policy

The County will provide one pair of department-approved safety footwear to all eligible full-time field personnel, with use restricted exclusively to official County duties.

Eligibility

- All full-time field personnel.
- Must occupy a safety-sensitive position, such as roadside operations, operation of heavy equipment, fieldwork, or construction inspection, where safety footwear is required as part of personal protective equipment (PPE).
- Seasonal personnel are ineligible under this policy.
- Office personnel are ineligible under this policy.

New Hires

- New hires are not permitted to begin work in safety-sensitive positions until they have received and signed for their department-approved safety footwear.

Frequency and Allowance

- Eligible full-time field personnel are provided with one pair of department-approved safety footwear per fiscal year.
- The department will manage a list of annual footwear issuance dates for reordering.

Standards and Requirements

Safety footwear must meet or exceed the most current version of the requirements and specifications as outlined below:

- Based on departmental uniform standards, specific safety footwear will be required.
- Employees are required to select safety footwear from the department's approved vendor.
- Occupational Safety and Health Administration (OSHA) standard 29 CFR 1910.136 Personal Protective Equipment Foot Protection
    - ASTM F2413 General Footwear Standard
    - ASTM F2413-18 Protective Footwear Standard
- All safety footwear must meet or exceed ASTM F2413 standards (impact, compression, and slip resistance).

Use and Responsibility

- Use of County safety footwear is prohibited outside official County duties.
- Employees are required to wear approved safety footwear at all times.
- Employees must sign the Safety Footwear Agreement form upon receipt of safety footwear.
- Employees are responsible for maintaining their safety footwear in serviceable condition.
- Safety footwear may be replaced at County expense only if the loss is due to documented work-related circumstances.
    - Additional footwear may be approved in cases of job-related damage, subject to supervisor verification and budget availability.
    - Any replacement issued will reset the annual replacement date.
- If an employee resigns, is terminated, or otherwise separates from County employment after receiving safety footwear, the cost of the footwear will be deducted from their final paycheck as follows:
    - **100%** of the cost if separation occurs within six (6) months of receipt.
    - **50%** of the cost if separation occurs between six (6) months and one (1) year of receipt.
- Employees are responsible for replacing safety footwear at their own expense if a replacement is needed or required by management before their annual replacement eligibility, or if supplied footwear is lost or stolen.

- Supervisors are responsible for identifying safety-sensitive positions, monitoring footwear compliance, and managing procurement and reimbursement requests.

Non-Compliance and Enforcement

Department supervisors will monitor compliance with the safety footwear policy through daily visual inspections at the start of each shift. Employees found not wearing department-approved safety footwear will be sent home without pay and will not be permitted to return to work in a safety-sensitive capacity until they obtain and wear the required footwear. Repeated non-compliance may result in progressive disciplinary action, up to and including termination, in accordance with County policy.

Exceptions and Special Cases

Requests for exceptions to the safety footwear policy will be considered on a case-by-case basis and must be supported by valid justification. Exceptions may include, but are not limited to:

- Medical Needs: Employees who are unable to wear standard department-approved safety footwear due to a medical condition must provide documentation from a licensed healthcare provider.
- Temporary Duties: Exemption may apply during non-safety-sensitive assignments, with supervisor approval.

All exceptions must be documented, approved in writing by a supervisor, and retained in the employee's departmental file.

Appeals Process

If an employee disagrees with a supervisor's decision (e.g., denial of replacement or exemption), they may submit a written appeal to the Road and Bridge Division Director within 10 business days. The Director will respond in writing within 10 business days of receiving the appeal.

Policy Review and Updates

This policy will be reviewed annually, or as operational needs change.

Contact Office

Except as otherwise stated herein, the contact for questions or clarifications pertaining to this policy may be directed to an employee's department leadership or Risk Management.

Revision History

Version	Date	Description	Revised By
1.0	6/2025	Safety Footwear Policy	Matt Williamson; Albert Scales; Andy Hoffman

Safety Footwear Acknowledgment and Agreement Form

- ☐ I acknowledge that I have received, read, and understood Williamson County's Road and Bridge Safety Footwear Policy.
- ☐ I agree to comply with all requirements stated within this policy.
- ☐ I further agree that if I am terminated, resign or otherwise separated from County employment after receiving safety footwear, the cost of the footwear will be deducted from my final paycheck as follows:
    - **100%** of the cost if separation occurs within six (6) months of receipt.
    - **50%** of the cost if separation occurs between six (6) months and one (1) year of receipt.

Employee Signature: _____
Date: _____

Supervisor Signature: _____
Date: _____

Commissioners Court - Regular Session **54.**

Meeting Date: 06/24/2025

CR 110 N - RPS - PSA Amendment#1 & SWA#4 to 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 Contract Amendment No. 1 and Supplemental No. 4 to Work Authorization No. 1 to the CR 110 North contract executed March 19, 2024, between Williamson County and RPS Infrastructure, Inc. relating to the 2023 Road Bond Program. Project: P695 Fund Source: Road Bonds

Background

This Contract Amendment No. 1 is increased by $141,000.00 from $700,000.00 to $841,000.00, amends the Exhibit D - Rate Schedule in the Master Contract to allow CPI adjustments and the execution of Supplemental No. 4 to Work Authorization No. 1, which is increased by $93,664.49 from $699,559.08 to $793,223.57 and extends the termination date to 11/30/2025.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR 110 N - RPS - PSA Amendment#1

CR 110 N - RPS - SWA#4 to WA#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	06/18/2025 11:22 AM
Form Started By: Marie Walters		Started On: 06/17/2025 01:56 PM
Final Approval Date: 06/18/2025		

CONTRACT AMENDMENT NO. __1__
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT: CR 110 North

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 RPS Infrastructure, 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 $ 700,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D-1 of the Contract are limited to the rates noted in said Exhibit D-1; 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 $ 700,000.00 to $ 841,000.000, reflecting a total increase of $ 141,000.00.

II. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D-1 (must be attached).

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

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

ENGINEER:

By: _____
Signature

Kevin Hoffman
Printed Name

Regional Director of Transportation
Title

6/16/2025
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

APPROVED
By Kate wilder at 1:12 pm, Jun 17, 2025

CPI adjustment to rates

EXHIBIT D-1

RATE SCHEDULE AMENDMENT

RPS Infrastructure, Inc. 24RFSQ11 CR 110		
	RATE SCHEDULE IN PSA EXHIBIT D (per hour)	**UNIT**
LABOR CLASSIFICATION		
Principal/Director	$ 483.13	hr
Senior QC Reviewer	$ 326.92	hr
Senior Managing Engineer	$ 375.49	hr
Supervisory Engineer V (20-25 yrs)	$ 301.93	hr
Suprevisory Engineer IV (15-20 yrs)	$ 277.53	hr
Supervisory Engineer III (10-15 yrs)	$ 243.48	hr
Senior Project Engineer (20-25 yrs)	$ 233.70	hr
Project Engineer IV (15-20 yrs)	$ 200.83	hr
Project Engineer III (10-15 yrs)	$ 193.92	hr
Project Engineer II (8-10 yrs)	$ 189.78	hr
Project Engineer I (4-8 yrs)	$ 166.01	hr
Engineer Designer	$ 184.86	hr
EIT III (10+ years)	$ 159.68	hr
EIT II (5-10 yrs)	$ 147.13	hr
EIT I (0-5 yrs)	$ 124.33	hr
Senior Engineering Technician	$ 173.56	hr
Engineer Technician	$ 144.36	hr
Senior CADD Operator	$ 164.92	hr
CADD Operator	$ 132.90	hr
Senior Env Project Manager	$ 323.51	hr
Senior Env Planner	$ 243.40	hr
Senior Env Scientist	$ 157.13	hr
Env Scientist	$ 107.84	hr
Sr. Structural Engineer	$ 276.00	hr
Structural Engineer	$ 223.87	hr
Senior Drainage Engineer	$ 284.38	hr
Drainage Engineer	$ 200.59	hr
Senior Traffic Engineer	$ 338.84	hr
Traffic Engineer	$ 198.63	hr
Admin/Clerical	$ 96.66	hr

CPI adjustment to rates

Raba Kistner, Inc. 24RFSQ11 CR 110			
	RATE SCHEDULE IN PSA EXHIBIT D (per hour)		UNIT
LABOR CLASSIFICATION			
Project Manager	$	209.61	hr
Sr. QC Reviewer	$	261.89	hr
Senior Project Engineer	$	239.89	hr
Project Engineer	$	163.42	hr
Design Engineer	$	186.94	hr
EIT	$	150.01	hr
Geotechnical Logger	$	122.23	hr
Senior Geotech Technician	$	94.28	hr
Geotech Technician	$	79.30	hr
Geotech Laboratory Technician	$	84.97	hr
Geologist	$	158.18	hr
Senior GIS Technician	$	113.13	hr
CADD Technician	$	107.64	hr
Administrative Coordinator	$	73.33	hr
DIRECT EXPENSES			
FIELD OPERATIONS			
Mobilization of drill rig	$	600.00	ea
Logger Truck	$	68.01	day
3 in. Thin wall Shelby Tube sampling	$	24.40	ft
Hollow Stem Drilling	$	30.89	ft
NX Rock Coring (shale)	$	40.31	ft
NX Rock Coring (limestone)	$	53.04	ft
Standard Penetration Testing (SPT)	$	29.92	test
TCP with intermittent sampling	$	32.88	test
Bentonite Backfill	$	7.00	ft
Standard Pavement Coring	$	93.05	ea
Concrete/AC patch	$	79.38	ea
Standby (setup time and cleanup)	$	284.29	hr
LABORATORY TESTING			
Atterberg Limits	$	125.84	ea
Moisture Content	$	16.65	ea
Sieve Analysis (passing No. 200)	$	70.75	ea
Sieve Analysis (passing No. 4, 40, 200)	$	120.04	ea
Sulfate Testing	$	125.12	ea
Unconfined Compression (Soil)	$	60.06	ea
Unconfined Compression (Rock)	$	75.46	ea
Direct Shear	$	650.18	ea
Consolidated Undrained (CU) Triaxial Comp Test	$	1,925.00	ea
Lime Series (Tex-121-E Part III)	$	452.33	ea
Moisture Denisty Relationship (TEX-114-E)	$	350.45	ea
Texas Triaxial Compression (TEX-117-E)	$	2,200.00	ea
California Bearing Ratio (ASTM D 1833) includes moisture-density relationship test and 3 test specimens	$	1,011.05	ea
Each additional specimen	$	200.20	ea

CPI adjustment to rates

SAM, Inc. 24RFSQ11 CR 110		
	RATE SCHEDULE IN PSA EXHIBIT D (per hour)	**UNIT**
SURVEY OFFICE PERSONNEL RATES:		
Principal/Department Manager	$ 308.10	hr
Senior Project Manager	$ 256.75	hr
Project Manager	$ 210.54	hr
Staff Surveyor	$ 195.13	hr
Phase Manager	$ 174.59	hr
Project Coordinator	$ 154.05	hr
Senior Survey Technician	$ 138.65	hr
Survey Technician	$ 123.24	hr
Project Specialist	$ 128.38	hr
Administration / Clerical Support	$ 107.84	hr
SURVEY FIELD CREW RATES:		
One (1) Person Survey Field Crew	$ 138.65	hr
Two (2) Person Survey Field Crew	$ 190.00	hr
Three (3) Person Survey Field Crew	$ 267.02	hr
Field Coordinator	$ 143.78	hr
Field Ops Manager	$ 200.27	hr
Additional Rodperson, Chainperson or Flagperson	$ 82.16	hr
GEOSPATIAL OFFICE PERSONNEL RATES:		
Director/Operations Manager	$ 369.72	hr
Senior Project Manager	$ 282.43	hr
Acquisition Manager	$ 246.48	hr
Project Manager	$ 215.67	hr
Aircraft Pilot	$ 210.54	hr
Two (2) Person UAS Crew – Unmanned Pilot & Observer	$ 241.35	hr
Three (3) Person UAS Crew – Unmanned Pilot & 2 Observers	$ 374.86	hr
Photogrammetrist / Project Lead /sensor operator (Tech3)	$ 138.65	hr
Acquisition / Calibration / Aerial Triangulation Technician (Tech2)	$ 123.24	hr
LiDAR / Photogrammetry Technician (Tech1)	$ 107.84	hr
SURVEY EQUIPMENT RATES:		
GPS Receiver	$ 10.00	hr
ATV	$ 25.00	hr
SX-10	$ 35.00	hr
Digital Level	$ 5.00	hr
Aluminum Boat	$ 15.00	hr
VM810 Survey	$ 5.75	hr
RD8100 Survey	$ 11.25	hr
SPAR 300 Kit	$ 5.00	hr
Weather Station	$ 6.00	hr
Tier 1 HDS Scanner (BLK360 & Faro)	$ 33.00	hr
Robotic Total Station S-7	$ 20.00	hr
Robotic Total Station S-9	$ 20.00	hr
GEOSPATIAL EQUIPMENT RATES:		
Riegl VQ 1560I or 1560II LiDAR System	$ 1,300.00	hr
Riegl VQ 480II or 780I LiDAR System	$ 10,000.00	hr
Mobile Mapping System, includes 360° Camera System (Equipment Only)	$ 1,000.00	hr
Mobile Mapping Equipment Stand-by Fee (Equipment Only)	$ 200.00	hr
HDS Laser Scanner	$ 100.00	hr
High Rail Equipped Vehicle	$ 10.00	hr
Oblique HD Camera System	$ 30.00	hr
Video Camera System – Manned Aircraft	$ 5.00	hr
360° Camera System – Terrestrial or Marine Stand Alone	$ 100.00	hr
Helicopter (Turbine Engine Powered)	$ 1,450.00	hr
Helicopter (Reciprocal Engine Powered)	$ 850.00	hr

Fixed Wing Twin Engine piston	$	1,300.00	hr
Fixed Wing Single Engine (piston)	$	750.00	hr
Fixed wing single engine turbine	$	1,400.00	hr
M600 or equivalent multirotor Unmanned Aerial System	$	750.00	hr
GPS Receiver (Unmanned)	$	10.00	hr
Geospatial Work Station	$	15.00	hr
Digital Imagery Processing	$	32.00	ea
Aerial Photography Flight Crew (Fixed Wing Aircraft)	$	205.00	hr
LiDAR Flight Crew Fixed Wing Aircraft (Includes Pilot and LiDAR Operator)	$	120.00	hr
Helicopter Flight Crew (Includes Pilot and LiDAR Operator)	$	325.00	hr
AP Transit Miles	$	12.00	mile
AP Project Flight Miles	$	32.00	mile
AP ABGPS Processing	$	3,000.00	project
FWAL Transit Miles	$	12.00	mile
FWAL Project Flight Miles	$	32.00	mile
B&W Processing (film, development, scanning)	$	10.00	ea
CIR Processing (film, development, scanning)	$	10.00	ea
Color Processing (Film, development, scanning)	$	15.00	ea
Digital Image Processing	$	27.00	ea
DIRECT EXPENSES			
Primary Control Monuments	$	90.00	ea
Ground Target	$	20.00	ea

Zara Environmental, LLC **24RFSQ11 CR 110**			
	RATE SCHEDULE IN PSA EXHIBIT D (per hour)		**UNIT**
LABOR CLASSIFICATION			
Principal	$	195.13	hr
Senior Project Manager	$	169.46	hr
Project Manager	$	154.05	hr
Lead Diver	$	154.05	hr
Permitted/Senior Scientist/PG	$	129.40	hr
Diver	$	129.40	hr
Staff Scientist	$	102.70	hr
GIS Analyst	$	102.70	hr
Technical Writer/Editor	$	82.16	hr
Administrative	$	87.30	hr
DIRECT EXPENSES			
TSS Request	$	250.00	ea
Taxonomy	$	810.00	ea

CPI adjustment to rates

SUPPLEMENTAL WORK AUTHORIZATION NO. 4
TO
WORK AUTHORIZATION NO. 1

WILLIAMSON COUNTY ROAD BOND PROJECT:
CR 110 North

This Supplemental Work Authorization No. 4 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 19, 2024 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and RPS Infrastructure, 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-4" (must be attached).

II. The Work Authorization shall terminate on November 30, 2025. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C-4" (must be attached).

III. The maximum amount payable for services under the Work Authorization is hereby increased from $699,559.08 to $793,223.57. The revised Work Schedule is attached hereto as Attachment "D-4" (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
Kevin Hoffman	_____
Printed Name	Printed Name
Regional Director of Transportation	_____
Title	Title
6/12/2025	_____
Date	Date

LIST OF ATTACHMENTS

Attachment B-4 – Services to be Provided by Engineer

Attachment C-4 – Work Schedule

Attachment D-4 – Fee Schedule

APPROVED
By Christen Eschberger at 1:33 pm, Jun 13, 2025

ATTACHMENT B-4
SERVICES TO BE PROVIDED BY THE ENGINEER FOR
CR 110 NORTH

PROJECT DESCRIPTION

Project Limits
Unchanged under this SWA #4.

Existing Facility
Unchanged under this SWA #4.

Proposed Facility
Unchanged under this SWA #4.

Design Criteria
Unchanged under this SWA #4.

1. PROJECT MANAGEMENT

   a. COMMUNICATION:

      i. No supplemental scope under this SWA #4.

   b. MONTHLY PROGRESS REPORTS, INVOICES, AND BILLINGS:

      i. Additional 3 months of Contract Time provided in this SWA #4.

   c. QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC) PLAN:

      i. No supplemental scope under this SWA #4.

   d. PROJECT COORDINATION & ADMINISTRATION:

      i. Additional 3 months of Contract Time provided in this SWA #4.

   e. PROGRESS/COORDINATION MEETINGS:

      i. Additional 3 months of Contract Time provided in this SWA #4.

   f. PROJECT SCHEDULE:

      i. Additional 3 months of Contract Time provided in this SWA #4.

   g. PROJECT DOCUMENTS/FILES:

      i. No supplemental scope under this SWA #4.

h. DELIVERABLES:

i. Monthly Invoices and Progress Reports including Deliverable Table

ii. Project Specific QA/QC Plan

iii. Meeting Minutes, Sign-In Sheets, and Agendas

iv. Project Schedule and Updates

v. Project Files

vi. QA/QC Documentation with Deliverable

2. PUBLIC INVOLVEMENT

No supplemental scope under this SWA #4.

3. 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:

a. UTILITY INFORMATION INTO ENGINEERING DRAWINGS

i. Reviews of utility relocation plans.

ii. Incorporate utility information into plans and design files.

iii. Update the design to mitigate impacts with existing/proposed utilities.

b. UTILITY MEETINGS

i. Meet with the utility coordinator and review utility impacts and potential relocations to identify appropriate approaches to reducing/mitigating impacts.

ii. Attend meetings with utility providers as requested.

4. CONDEMNATION SUPPORT
   No supplemental scope under this SWA #4.

5. SURVEYING
   No supplemental scope under this SWA #4.

6. DRAINAGE STUDY REFINEMENT

   a. HYDROLOGIC/HYDRAULIC MODELING:
      Update H&H models for the Parcel 01 ditches and Cross Culvert 03 due to the adjacent RV development and incorporate the updates into the design.

   b. IMPACT AND MITIGATION ANALYSIS:

      i. Extended Watershed Analysis:

         - Delineate the watershed which encompasses the entire project and it's tributary to a single common point of interest (POI).
         - Divide full watershed into further subbasins.
         - Divide subbasins into onsite and offsite areas based on POIs.
         - Determine extended drainage area, imperviousness, SCS curve numbers, and lag time for each subbasin in the existing, interim, and ultimate conditions.
         - Identify reaches and junction points connecting the subbasins.
         - Determine reach and junction point SCS curve number and lag time.
         - Create HEC-HMS model for existing, interim, and ultimate conditions.
         - Compute hydrographs for each model and compare the ultimate peak flow rate to existing to determine detention requirements.

      ii. Pond Location Alternative Scenario Creation:

         - Identify potential detention pond locations based on terrain, land use, and ROW impacts - two pond locations to be identified and analyzed.
         - Create two HMS models for interim and ultimate conditions including detention.
         - Determine subareas and reaches upstream of each pond location.
         - Iteratively calculate the estimated pond dimensions required to ensure the ultimate peak flow is less than or equal to the existing peak flow at the POI for each pond alternative (2 alternatives) to finalize pond location.

iii. Finalize Pond Modeling at Selected Parcel:

- Finalize the pond design at the selected parcel, model in OpenRoads using the existing terrain and the proposed roadway model.
- Update the estimated pond characteristics in the HEC-HMS model with the modeled pond data to ensure the peak flow rate is still reduced adequately.

iv. Other Discipline Design Updates:

- Update adjacent ditches, driveways, ROW, easement, storm sewer etc.

c. DELIVERABLES:

Refine Final Drainage Report including applicable detention exhibits, calculations and model revisions.

7. ENVIRONMENTAL SERVICES
No supplemental scope under this SWA #4.

8. GEOTECHNICAL SERVICES
No supplemental scope under this SWA #4.

9. PLAN PREPARATION

a. No supplemental scope under this SWA #4.

b. ROADWAY:

i. Refine driveways due to ongoing right-of-way negotiations and include appropriate details in the plans.

ii. Update plans, estimates, and cross sections due to grading modifications at Bell Gin/Jonah, RV site, and near the detention pond.

c. DRAINAGE:

i. Refine hydraulic calculations for the design of drainage structures and detention structures on the project and include appropriate details in the plans.

ii. Refine drainage area maps delineating drainage area boundaries based on USGS topographic maps, local contour maps, and/or field survey data.

iii. Refine design and detail storm sewer system, storm sewer profiles, drainage outfalls, cross drainage structures, culverts, channels, roadside ditches, minimum side slopes, and erosion and sedimentation control.

iv. Performed additional analysis and detailed design for on-site stormwater detention measures.

v. Reduce the lengths of the culverts to serve for the interim conditions only. Update the H&H analysis, the plan and profile layouts, and the project quantities and cost estimates.

d. SIGNING AND MARKINGS:
No supplemental scope under this SWA #4.

e. TRAFFIC CONTROL:
No supplemental scope under this SWA #4.

f. WATER QUALITY:
No supplemental scope under this SWA #4.

g. DELIVERABLES:

i. Final PS&E Submittal; see 100%/Final Plan Submittal Checklist

ii. Updated Final Drainage Report and Drainage Models

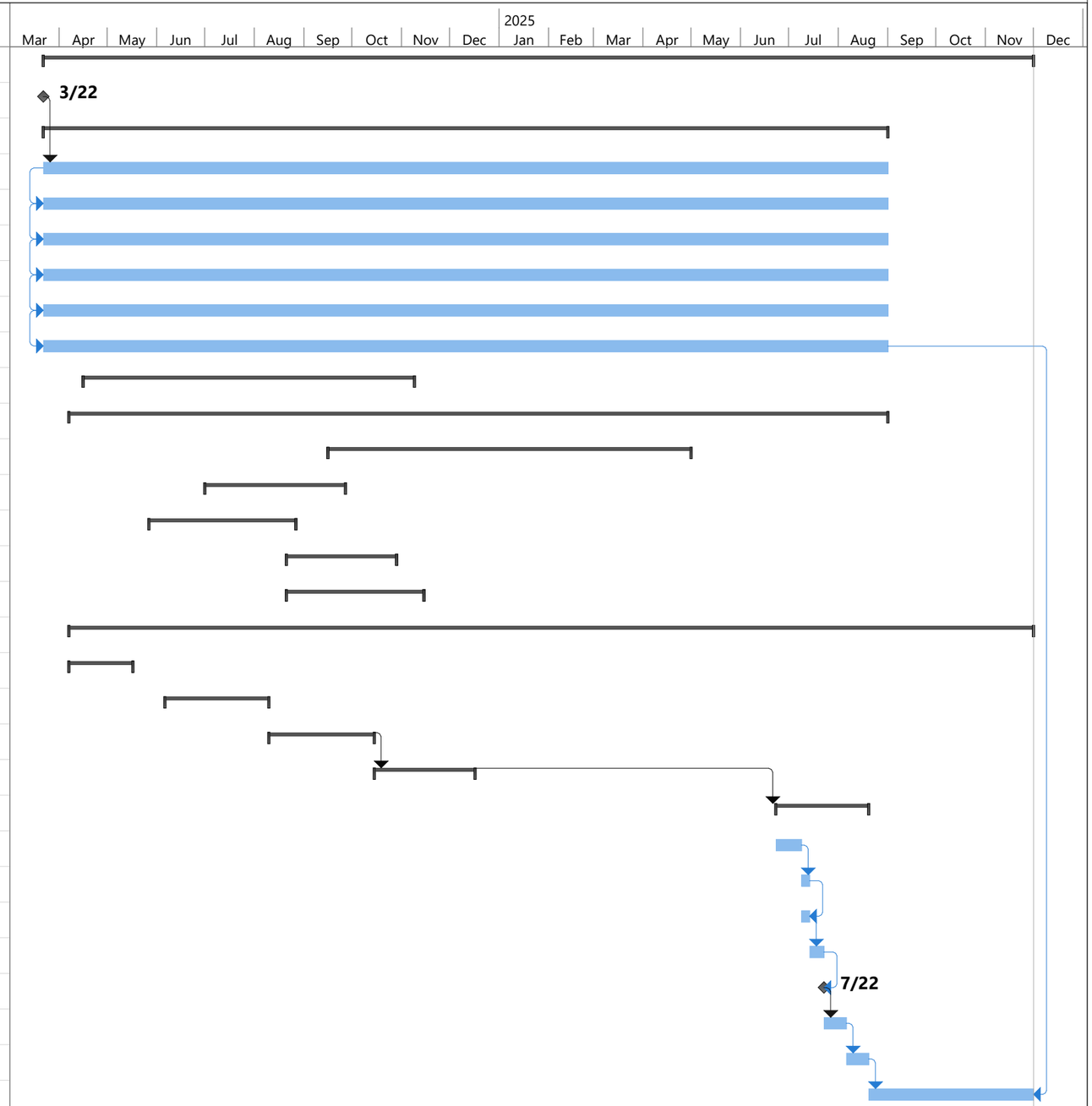
10. PERMITS
No supplemental scope under this SWA #4.

11. BIDDING PHASE SERVICES
No supplemental scope under this SWA #4.

12. EXCLUSIONS
No supplemental scope under this SWA #4.

ATTACHMENT C-4
WORK SCHEDULE
CR 110 NORTH-PS&E

ID	Task Name	Duration	Est Start	Est Finish
1	**CR 110 North PS&E**	**619 days**	**Fri 3/22/24**	**Sun 11/30/25**
2	Notice to Proceed	0 days	Fri 3/22/24	Fri 3/22/24
3	**Project Management**	**528 days**	**Fri 3/22/24**	**Sun 8/31/25**
4	Communication	528 days	Fri 3/22/24	Sun 8/31/25
5	Monthly Progress Report,invoices	528 days	Fri 3/22/24	Sun 8/31/25
6	QA/QC	528 days	Fri 3/22/24	Sun 8/31/25
7	Project Coordination & Admin	528 days	Fri 3/22/24	Sun 8/31/25
8	Progress/Coordination Meetings	528 days	Fri 3/22/24	Sun 8/31/25
9	Project Schedule	528 days	Fri 3/22/24	Sun 8/31/25
10	**Public Involvement**	**207 days**	**Tue 4/16/24**	**Fri 11/8/24**
14	**Utility Coordination**	**512 days**	**Sun 4/7/24**	**Sun 8/31/25**
17	**Condemnation Support**	**227 days**	**Mon 9/16/24**	**Wed 4/30/25**
20	**Survey**	**88 days**	**Mon 7/1/24**	**Thu 9/26/24**
23	**Hydrology and Hydraulics**	**92 days**	**Mon 5/27/24**	**Mon 8/26/24**
28	**Environmental**	**69 days**	**Wed 8/21/24**	**Mon 10/28/24**
38	**Geotechnical & Pavement Design Reports**	**86 days**	**Wed 8/21/24**	**Thu 11/14/24**
47	**PS&E Production**	**603 days**	**Sun 4/7/24**	**Sun 11/30/25**
48	**Rodaway Modeling**	**40 days**	**Sun 4/7/24**	**Thu 5/16/24**
53	**60% Deliverables**	**65 days**	**Thu 6/6/24**	**Fri 8/9/24**
60	**90% Deliverables**	**66 days**	**Sat 8/10/24**	**Mon 10/14/24**
67	**100% Deliverables**	**63 days**	**Tue 10/15/24**	**Mon 12/16/24**
74	**Final Sealed Deliverables**	**58 days**	**Mon 6/23/25**	**Tue 8/19/25**
75	Plans	16 days	Mon 6/23/25	Tue 7/8/25
76	Specifications	5 days	Wed 7/9/25	Sun 7/13/25
77	Estimate	5 days	Wed 7/9/25	Sun 7/13/25
78	Quality Control	9 days	Mon 7/14/25	Tue 7/22/25
79	100% Submittal	0 days	Tue 7/22/25	Tue 7/22/25
80	Client Review	14 days	Wed 7/23/25	Tue 8/5/25
81	Addressing Comments	14 days	Wed 8/6/25	Tue 8/19/25
82	Bid Advertisement Assistance	103 days	Wed 8/20/25	Sun 11/30/25



Texas PE Firm Reg. #F-929
4801 Southwest Pkwy, Pkwy 2, Suite 150, Austin, Texas 78735
T +1 512 328 5771 E usinfrastructure@rpsgroup.com

Attachment D-4
Fee Schedule

Price Proposal

CR 110 North

Williamson County - CR 110 SA1

Submitted to: Williamson County (Attn: Bob Daigh)

Contract Type: T&M

Labor Plan

10 Resource

	Bill Rate >	124.33	375.49	243.48	233.70	166.01	147.13	184.86	96.66	
	Proj Area >									
Project Phases / Tasks	**Total Labor Hrs**	EIT I	Sr. Managing Engineer	Supervisory Engineer III (10-15 yrs)	Sr. Project Engineer	Project Engineer I (4-8 yrs)	EIT II	Engineer Designer	Admin	OGA
Totals	**500**	48	23	120	26	69	136	54	24	
1. Project Management	**82**	-	**14**	**44**	-	-	-	-	**24**	
b. Monthly Progress Reports, Invoices, and Billings	24								24	
d. Project Coordination & Administration	24		4	20						
e. Progress/Coordination Meetings	24		8	16						
f. Project Schedule	10		2	8						
3. Utility Coordination Support	**70**	**16**	**4**	**16**	**16**	-	**18**	-	-	
a. Utility information into Engineering Drawings	50	16		8	8		18			
b. Utility Meetings	20		4	8	8					
6. Drainage Study Refinement	**180**	**8**	**5**	**48**	**4**	**69**	**36**	**10**	-	
a. Hydrologic/Hydraulic Modeling	21			2		7	12			
b. Impact and Mitigation Analysis	**117**	**8**	**3**	**30**	**4**	**42**	**20**	**10**	-	
i. Extended Watershed Analysis	38			16		22				-
ii. Pond Location Alternative Scenario Creation	24		2	8		10	4			-
iii. Finalize Pond Modeling at Selected Parcel	22					10	6	6		-
iv. Other Discipline Design Updates	33	8	1	6	4		10	4		-
c. Deliverables	42		2	16		20	4			
9. Plan Preparation	**168**	**24**	-	**12**	**6**	-	**82**	**44**	-	
b. Roadway	**74**	**24**	-	-	**6**	-	**20**	**24**	-	-
Driveway Modification	36	16			4		8	8		-
Plans, Estimates, and Cross Sections Update	38	8			2		12	16		-
c. Drainage	**94**	-	-	**12**	-	-	**62**	**20**	-	-
Pond Detail Sheet	30			4			26			-
Shorten the Culverts for Interim Condition Only	64			8			36	20		-

Price Summary / Totals

ITD Revenue	0.00
Task Pricing Totals	93664.49
Specify Add'l Fees on Setup	0.00
Technology Use Fee	
Total Price	**93664.49**

Pricing by Resource

Project Phases / Tasks	Labor Rate Esc.	Labor	Subs	Travel	Mat'ls & Equip	ODCs	Task Pricing Totals
Totals	**0.00%**	93664.49	-	-	-	-	**93664.49**
1. Project Management		**18289.82**	-	-	-	-	**18289.82**
b. Monthly Progress Reports, Invoices, and Billings		2319.84					2319.84
d. Project Coordination & Administration		6371.56					6371.56
e. Progress/Coordination Meetings		6899.60					6899.60
f. Project Schedule		2698.82					2698.82
3. Utility Coordination Support		**13774.44**	-	-	-	-	**13774.44**
a. Utility information into Engineering Drawings		8455.04					8455.04
b. Utility Meetings		5319.40					5319.40
6. Drainage Study Refinement		**34093.89**	-	-	-	-	**34093.89**
a. Hydrologic/Hydraulic Modeling		3414.59					3414.59
b. Impact and Mitigation Analysis		**22123.92**	-	-	-	-	**22123.92**
i. Extended Watershed Analysis		7547.90					7547.90
ii. Pond Location Alternative Scenario Creation		4947.44					4947.44
iii. Finalize Pond Modeling at Selected Parcel		3652.04					3652.04
iv. Other Discipline Design Updates		5976.54					5976.54
c. Deliverables		8555.38					8555.38
9. Plan Preparation		**27506.35**	-	-	-	-	**27506.35**
b. Roadway		**11765.33**	-	-	-	-	**11765.33**
Driveway Modification		5579.98					5579.98
Plans, Estimates, and Cross Sections Update		6185.35					6185.35
c. Drainage		**15741.02**	-	-	-	-	**15741.02**
Pond Detail Sheet		4799.30					4799.30
Shorten the Culverts for Interim Condition Only		10941.72					10941.72

Commissioners Court - Regular Session **55.**

Meeting Date: 06/24/2025

CR 460 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 James Allen Red, Karen Lou Red, Michael Wayne Red and Michelle Ann Red to acquire the 0.3344 AC needed as right of way on the CR 460 project (Parcel 1). Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	06/18/2025 09:38 AM

Form Started By: Charlie Crossfield Started On: 06/18/2025 09:17 AM

Final Approval Date: 06/18/2025

REAL ESTATE CONTRACT
County Road 460 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **JAMES ALLEN RED and wife KAREN LOU RED, and MICHAEL WAYNE RED and wife MICHELLE ANN RED** (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 0.3344-acre (14,569 square foot) tract of land, out of and situated in the Joseph Jordan Survey, Abstract No. 357, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 1);**

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 fee simple Property, any improvements located upon the Property, and any damage to or cost of cure for the remaining property of Seller, shall be the sum of EIGHTEEN THOUSAND EIGHT HUNDRED SEVENTEEN and 00/100 Dollars ($18,817.00).

Payment of Purchase Price

2.03. 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 June 30, 2025, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. 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", 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".

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation, if any.

Prorations

5.04. General real estate taxes for the current year relating to the portion of the Property conveyed in fee simple shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively as incurred.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after June 30, 2025 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed CR 460 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

[signature pages follow]

SELLER:

James Allen Red

James Allen Red

Address: 806 CIELO DRIVE

GEORGETOWN, TX 78628

Date: 6/11/2025

Karen Lou Red

Karen Lou Red

Address: 806 Cielo

Georgetown, Tx 78628

Date: 6/11/25

SELLER:

Michael Wayne Red

Address: 108 Cutter Bill
Liberty Hill, TX 78642

Date: 6-11-2025

Michelle Ann Red

Address: 108 Cutter Bill
Liberty Hill, TX 78642

Date: 6-11-25

PURCHASER:

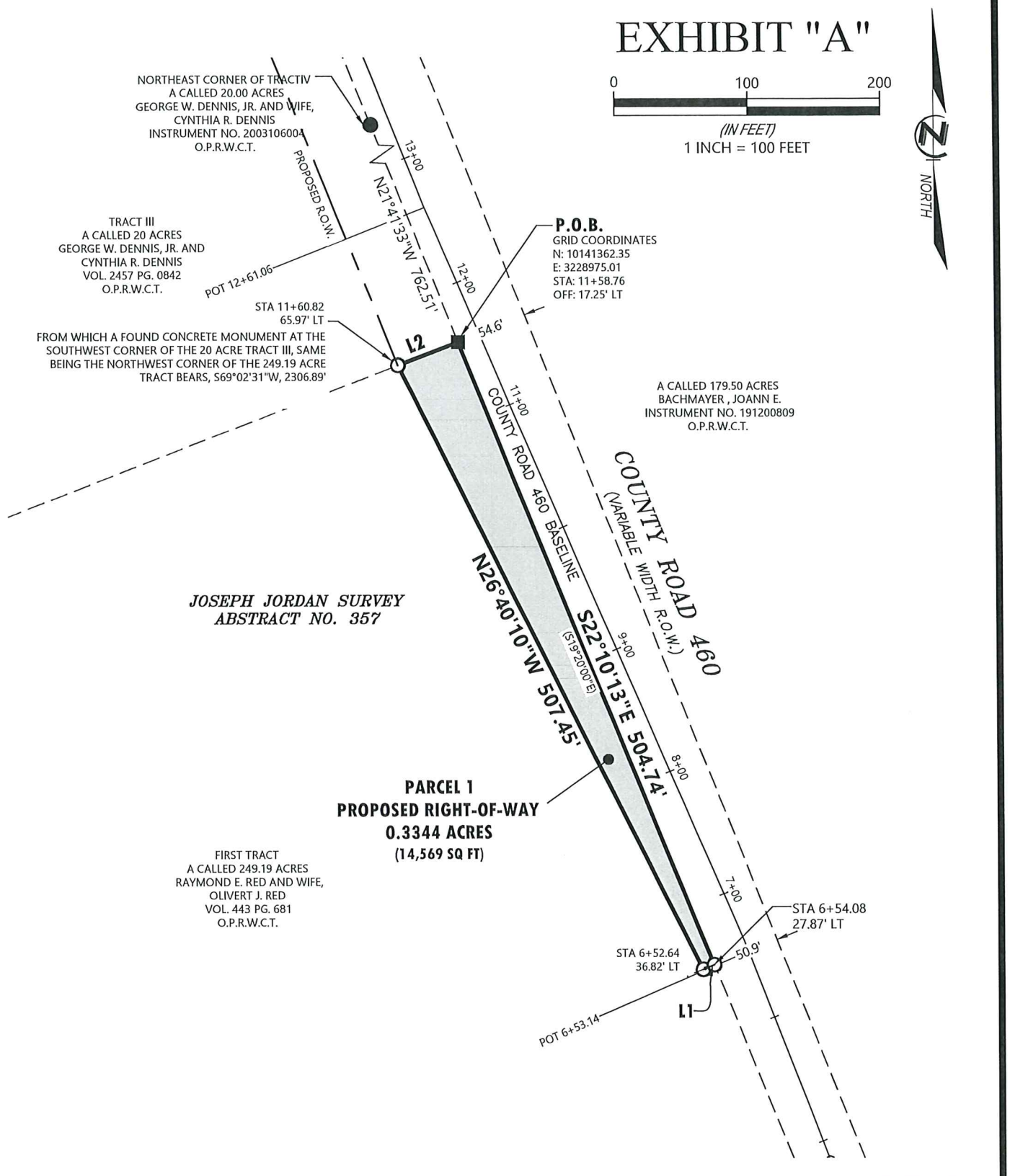
WILLIAMSON COUNTY, TEXAS

By: _____
Steven Snell, County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT "A"



SURVWEST PROJECT NO.	P240070		
ADD'L INFO:			
DRAWING NAME:	P240070- RED Revised ROW 20241125		
REVISION: 3/3/25	REV DESC:	COMMENTS & TC	

SURVWEST SURVEY•MAPPING UTILITY•SUE REAL ESTATE
720.259.9316
www.survwest.com
6501 E Belleview Ave, Suite 300
Englewood, CO 80111

WLG SURVEYING SOLUTIONS,LLC
MAIN:281-270-6111
TBPLES FIRM NO: 10194926

0.344 ACRES (14,569 SQ. FT)
SITUATED IN THE JOSEPH JORDAN SURVEY
ABSTRACT NO. 357
WILLIAMSON COUNTY, TEXAS

TITLE: **PROPOSED RIGHT-OF-WAY ACQUISITION EXHIBIT**

DWN:	CHK'D	DATE:	SCALE:	SHEET NO:
KDA	RGM	07/24/2024	1:200	1 OF 3

C:\USERS\TRISHALUND\WHITMAN LAND GROUP DROPBOX\WLG\SURVEY\PROJECTS\SRVY-0117-SURVWEST--CR460\03_DRAWINGS\02_BOUNDARY\01_WORKING SKETCH\SRVY-0117-SURVWEST--CR460 BOUNDARY 20241125.DWG TRISHALUND 12/2/2024 6:52 AM

NOTES

1. BASIS OF BEARING IS BASED ON AN OPUS SOLUTION DATED DECEMBER 5, 2023 AND REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD83, CENTRAL ZONE (4203). COORDINATES SHOWN HEREON ARE GRID.

2. THIS SURVEY WAS PREPARED WITH THE BENIFIET OF A TITLE COMMITMENT PREPARED BY TEXAN TITLE INSURANCE COMPANY UNDER GF NO. GT2403389 WITH AN EFFECTIVE DATE OF DECEMBER 29, 024.

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S67°02'40"W	8.95'
L2	N69°02'16"E	48.76'

LEGEND

●	FOUND MONUMENT
O	5/8" CAPPED IRON ROD SET
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
R.O.W.	RIGHT OF WAY
IRF	IRON ROD FOUND
CIRS	CAPPED IRON ROD SET
CIRF	CAPPED IRON ROD FOUND
———	PROPERTY BOUNDARY
~~	ASPHALT
— — — —	ADJOINER LINE
	BARBED WIRE FENCE
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
D.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS

SURVWEST PROJECT NO.	P240070
ADD'L INFO:	
DRAWING NAME:	P240070- RED Revised ROW 20241125
REVISION: 3/3/25	REV DESC: COMMENTS & T.C.

SURVWEST SURVEY•MAPPING UTILITY•SUE REAL ESTATE
720.259.9316 www.survwest.com
6501 E Belleview Ave, Suite 300 Englewood, CO 80111
SURVEYING SOLUTIONS,LLC
MAIN:281-270-6111
TBPLES FIRM NO: 10194926

0.344 ACRES (14,569 SQ. FT)
SITUATED IN THE JOSEPH JORDAN SURVEY
ABSTRACT NO. 357
WILLIAMSON COUNTY, TEXAS

TITLE: **PROPOSED RIGHT-OF-WAY ACQUISITION EXHIBIT**

DWN:	CHK'D	DATE:	SCALE:	SHEET NO:
KDA	RGM	07/24/2024	1:200	2 OF 3

LEGAL DESCRIPTION

BEING ALL OF A 0.3344 ACRE (14,569 SQUARE FEET) TRACT OR PARCEL OF LAND SITUATED IN THE JOSEPH JORDAN SURVEY, ABSTRACT NO. 357, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 249.19 ACRE TRACT OF LAND DESCRIBED AS THE FIRST TRACT IN THE DEED TO RAYMON E. RED AND WIFE, OLIVERT J. RED, RECORDED IN VOLUME 443, PAGE 681, OF THE OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCIRBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT FOUND (GRID COORDINATES N: 10141362.35 E: 3228975.01) AT THE NORTHEAST CORNER OF SAID 249.19 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF A CALLED 20 ACRE TRACT OF LAND DESCRIBED AS TRACT III IN THE DEED TO GEORGE W. DENNIS JR. AND CYNTHIA R. DENNIS, RECORDED IN VOLUME 2457, PAGE 0842, SAID OFFICIAL PUBLIC RECORDS, AND IN THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 460, 17.25 FEET LEFT OF COUNTY ROAD 460 BASELINE STATION 11+58.76;

THENCE S22°10'13"E, WITH THE EAST LINE OF SAID 249.19 ACRE TRACT, SAME BEING THE WEST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 460, A DISTANCE OF 504.74 FEET TO 5/8" CAPPED IRON ROD WITH PLASTIC CAP STAMPED "SURVWEST" SET (HEREINAFTER REFERRED TO AS CAPPED IRON ROD SET), AND 27.87 FEET LEFT OF COUNTY ROAD 460 BASE STATION 6+54.08;

THENCE OVER AND ACROSS SAID 66.183 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

1. S67°02'40"W, A DISTANCE OF 8.95 FEET TO A CAPPED IRON ROD SET 36.82 FEET LEFT OF COUNTY ROAD 460 BASE STATION 6+52.64;

2. N26°40'10"W, A DISTANCE OF 507.45 FEET TO A CAPPED IRON ROD SET 65.97 FEET LEFT OF COUNTY ROAD 460 BASE STATION 11+60.82;

THENCE N69°02'16"E, WITH THE NORTH LINE OF SAID 249.19 ACRE TRACT AND THE SOUTH LINE OF SAID 20 ACRE TRACT, A DISTANCE OF 48.76 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.3344 ACRES (14,569 SQ. FT) OF LAND, MORE OR LESS.

I CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF SURVEY AND THAT THIS PROFESSIONAL SERVICE SUBSTANTIALLY CONFORMS TO TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS STANDARDS AND SPECIFICATIONS. PROJECT CONTROLS WERE ESTABLISHED UNDER THE DIRECTION OF SURVWEST AND VERIFIED BY WLG SURVEYING SOLUTIONS, LLC . THE MONUMENTS WERE SET AND TIES ARE BASED ON AN ON THE GROUND SURVEY PERFORMED UNDER THE DIRECT SUPERVISION OFA PREVIOIUS RPLS AND WERE REVIEWED AND VERIFIED BY TRISHA MYREE LUND, R.P.L.S. # 6088.

Trisha Lund

TRISHA MYREE LUND
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6088



SURVWEST PROJECT NO.	P240070		
ADD'L INFO:			
DRAWING NAME:	P240070- RED Revised ROW 20241125		
REVISION: 3/3/25	REV DESC:	COMMENTS & T.C.	

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0.344 ACRES (14,569 SQ. FT)
SITUATED IN THE JOSEPH JORDAN SURVEY
ABSTRACT NO. 357
WILLIAMSON COUNTY, TEXAS

TITLE: **PROPOSED RIGHT-OF-WAY ACQUISITION EXHIBIT**

DWN:	CHK'D	DATE:	SCALE:	SHEET NO:
KDA	RGM	07/24/2024	1:200	3 OF 3

EXHIBIT "B"

Parcel 1

DEED
CR 460 RIGHT OF WAY

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **JAMES ALLEN RED and wife KAREN LOU RED, and MICHAEL WAYNE RED and wife MICHELLE ANN RED**, 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 0.3344 acre (14,569 sq. ft.) tract of land out of the JOSEPH JORDAN SURVEY, ABSTRACT NO. 357, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" to be attached. **(Parcel 1)**

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 its successors or assigns, or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee 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 Grantee's proposed roadway facilities and appurtenances.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2025.

[signature pages follow]

GRANTOR:

_____
James Allen Red

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2025 by James Allen Red, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

_____
Karen Lou Red

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2025 by Karen Lou Red, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

_____
Michael Wayne Red

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2025 by Michael Wayne Red, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

_____
Michelle Ann Red

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2025 by Michelle Ann Red, 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:

Commissioners Court - Regular Session **56.**

Meeting Date: 06/24/2025

CR 313 Donation Deed

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 to accept a Donation Deed from WBW Single Development Group, LLC. Series 128 for 5 lots from the Schwertner Ranch Phase I and II platted subdivisions that are needed as right of way on the CR 313 project. Funding Source: LTRP P457

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Deed

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	06/18/2025 09:44 AM
Form Started By: Charlie Crossfield		Started On: 06/18/2025 09:20 AM
Final Approval Date: 06/18/2025		

DONATION DEED

County Road 313 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 ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That WBW Single Development Group, LLC – Series 128, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) or 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 Donate and by these presents do Donate, Grant, Bargain, and Convey unto **WILLIAMSON COUNTY, TEXAS**, all those certain tracts or parcels 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"):

> Tract A, Block 1, Tract B, Block 2 and Tract C, Block 3, Final Plat, Schwertner Ranch Phase I, according to the plat recorded as Instrument No. 2020086940, Official Public Records of Williamson County, Texas.
>
> Tract D, Block 3, Tract E, Block 4, Final Plat, Schwertner Ranch Phase II, according to the plat recorded as Instrument No. 2021009522, Official Public Records of Williamson County, Texas.

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property: 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 CR 313, but shall not be used or exported from the Property for any other purpose.

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 when the claim is by, through or under Grantor but not otherwise, except as to the Reservations from and Exceptions to Conveyance and Warranty.

IN WITNESS WHEREOF, this instrument is executed on this the 13th day of August, 2024.

[signature page follows]

GRANTOR:

WBW Single Development Group, LLC – Series 128,
a Texas series limited liability company

By: _____
Bruce Whitis, President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the 13th day of August, 2024 by Bruce Whitis, President of WBW Single Development Group, LLC - Series 128, a Texas Series Limited Liability Company, in the capacity and for the purposes and consideration recited therein.

Neely Anne Roper
My Commission Expires
6/25/2028
Notary ID 4001207

_____
Neely A. Roper
Notary Public, State of Texas
My Commission Expires 6/25/28

ACCEPTED:

WILLIAMSON COUNTY, TEXAS

By:_____
Steven Snell
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of June 2025 by Steven Snell Williamson County Judge, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:
WBW Single Development Group, LLC – Series 128, a Texas limited liability company
Travis Parks
109 W. 2nd Street, Suite 201
Georgetown, Texas 78626

Commissioners Court - Regular Session **57.**

Meeting Date: 06/24/2025

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 Charlotte Lyn Walker, now Charlotte Lyn Davis, to acquire 0.7533 AC needed as right of way on the East Wilco Highway Segment 5 project (Parcel 87). Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	06/18/2025 09:48 AM

Form Started By: Charlie Crossfield Started On: 06/18/2025 09:26 AM

Final Approval Date: 06/18/2025

REAL ESTATE CONTRACT

E. Wilco Highway Segment 6 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **CHARLOTTE LYN WALKER, now CHARLOTTE LYN DAVIS**(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 0.7533-acre (32,813 square foot) tract of land, out of and situated in the Silas Palmer Survey, Section 12 Abstract No. 499, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 87**);

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 FORTY-EIGHT THOUSAND NINE HUNDRED SIXTY-FIVE and 00/100 Dollars ($48,965.00).

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 July 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

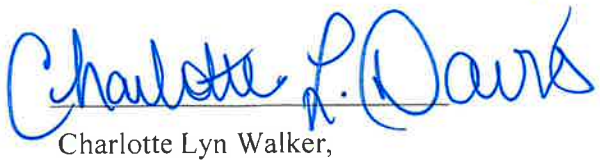
8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

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 June 30, 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:



Charlotte Lyn Walker,

now Charlotte Lyn Davis

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Williamson County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT "A"

County: Williamson
Highway: East Wilco Highway
Limits: From U.S. 79 to C.R. 127

January 10, 2025
Parcel No.: 87

PROPERTY DESCRIPTION FOR PARCEL 87

DESCRIPTION OF A 0.7533 ACRE (32,813 SQ. FT.) PARCEL OF LAND LOCATED IN THE S. PALMER SURVEY, SECTION NO. 12, ABSTRACT NO. 499, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 50 ACRE TRACT OF LAND, DESCRIBED AS SECOND TRACT, IN A DEED TO CHARLOTTE LYN DAVIS, RECORDED MARCH 13, 2000, IN DOCUMENT NO. 2000014961, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.7533 ACRE (32,813 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod with an aluminum cap stamped "M. MEADOR RPLS 1966" found 176.03 feet right of East Wilco Highway Engineer's Centerline Station (E.C.S.) 309+06.03 on the existing east right-of-way line of County Road 101 (C.R. 101), a variable width right-of-way, no record information found, for the northwest corner of a remainder of a called 90.23 acre tract of land, described as Tract 1, in a deed to Karole D. Eno, recorded in Document No. 2024031436, O.P.R.W.C.TX., and the southwest corner of a called 10.33 acre tract of land, described in a deed to Karole Gay Eno, recorded in Volume 1170, Page 597, Official Records of Williamson County, Texas (O.R.W.C.TX.), from which a TXDOT Type I concrete monument found for the northwest corner of said 10.33 acre tract and the southwest corner of Lot 8, Richfield Estates Subdivision, recorded in Cabinet H, Slide 314, Plat Records of Williamson County, Texas (P.R.W.C.TX.), described as Tract 5, in a deed to Karole D. Eno, recorded in Document No. 2024031436, O.P.R.W.C.TX., bears North 21°29'21" West, a distance of 30.00 feet;

THENCE, South 21°29'21" East, with the existing east right-of-way line of said C.R. 101, a distance of 268.89 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 176.06 feet right of East Wilco Highway E.C.S. 306+37.18 on the proposed east right-of-way line of East Wilco Highway;

THENCE, departing the existing east right-of-way line of said C.R. 101, with the proposed east right-of-way line of said East Wilco Highway, over and across said remainder of a called 90.23 acre tract, the following two (2) courses and distances:

North 68°20'01" East, a distance of 33.94 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 210.00 feet right of East Wilco Highway E.C.S. 306+37.28, and

South 21°30'11" East, a distance of 11.68 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set (Surface Coordinates: N=10,199,280.02, E=3,185,381.14) 210.00 feet right of East Wilco Highway E.C.S. 306+25.60 on the north line of said 50 acre tract and the south line of said remainder of a called 90.23 acre tract, for the northeast corner and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE, South 21°30'11" East,** departing the south line of said remainder of a called 90.23 acre tract and the north line of said 50 acre tract, continuing with the proposed east right-of-way line of said East Wilco Highway, over and across said 50 acre tract, a distance of **938.90 feet** to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 210.00 feet right of East Wilco Highway E.C.S. 296+86.70 on the south line of said 50 acre tract, and the north line of a called 63.44 acre tract of land, described in a deed to Roznovak Family Revocable Trust, recorded in Document No. 2024046146, O.P.R.W.C.TX., being further described in Volume 352, Page 98, Deed Records of Williamson County, Texas (D.R.W.C.TX.), for the southeast corner of the parcel described herein;

2) **THENCE, South 68°37'13" West,** departing the proposed east right-of-way line of said East Wilco Highway, with the south line of said 50 acre tract and the north line of said 63.44 acre tract, a distance of **35.96 feet** to a 1/2-inch iron rod found on the existing east right-of-way line of said C.R. 101, for the northwest corner of said 63.44 acre tract, same being the southwest corner of said 50 acre tract and of the parcel described herein;

3) **THENCE, North 21°22'47" West,** departing the south line of said 50 acre tract and the north line of said 63.44 acre tract, with the existing east right-of-way line of said C.R. 101, a distance of **938.83 feet** to a 2-inch iron pipe found, for the southwest corner of said remainder of a called 90.23 acre tract, same being the northwest corner of said 50 acre tract and of the parcel described herein;

4) **THENCE, North 68°30'39" East,** departing the existing east right-of-way line of said C.R. 101, with the north line of said 50 acre tract and the south line of said remainder of a called 90.23 acre tract, a distance of **33.94 feet** to the **POINT OF BEGINNING**, and containing 0.7533 acres (32,813 sq. ft.) of land.

This property description is accompanied by a separate plat of even date.

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 §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

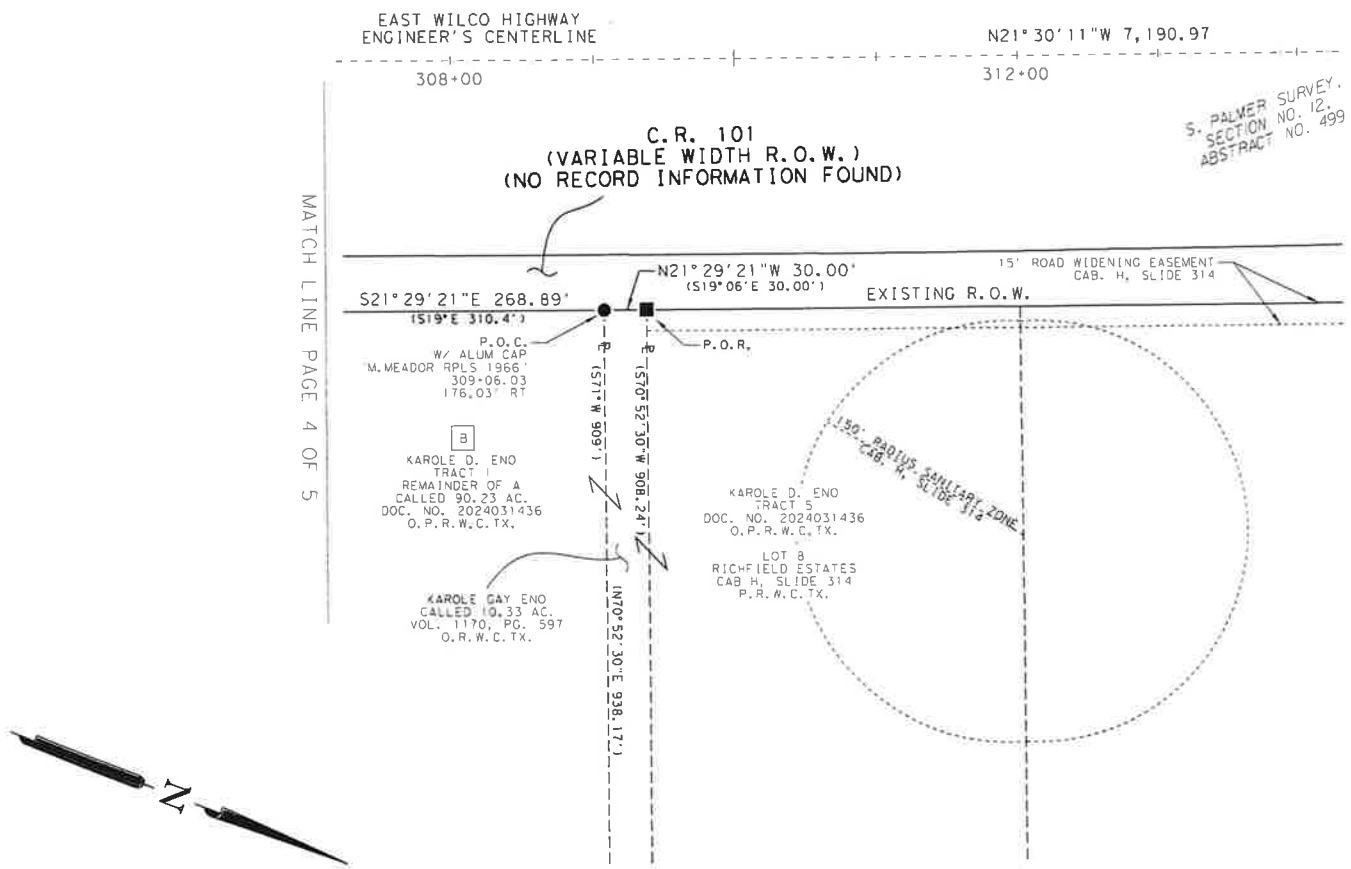
That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

Preliminary
01/10/2025 2:55:53 PM

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas



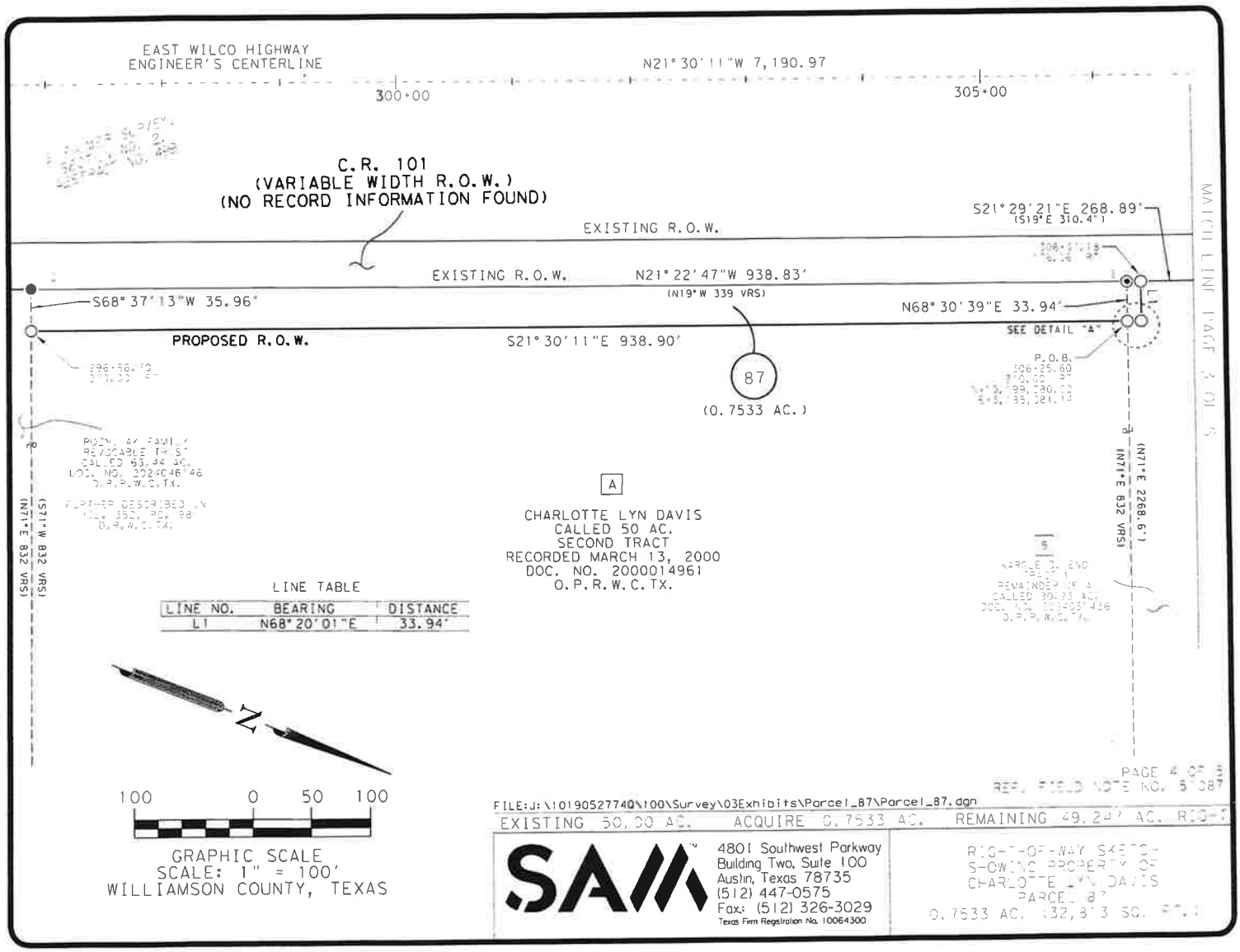
PAGE 3 OF 5
REF. FIELD NOTE NO. 51087

FILE:J:\101905277.40\100\Survey\03Exhibits\Parcel_87\Parcel_87_2.dgn

EXISTING	50.00 AC.	ACQUIRE	0.7533 AC.	REMAINING	49.247 AC. RIGHT

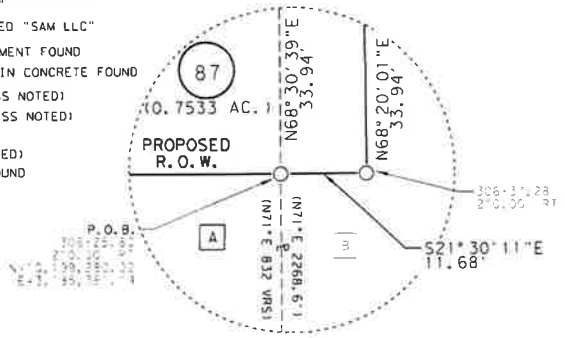
SAM
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

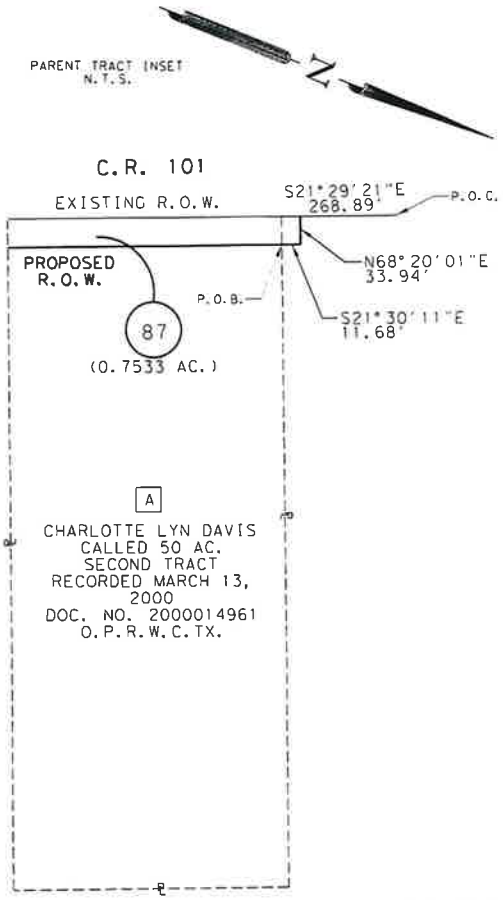
RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
CHARLOTTE LYN DAVIS
PARCEL 87
0.7533 AC. (32,813 SQ. FT.)


EAST WILCO HIGHWAY
ENGINEER'S CENTERLINE
N21°30'11"W 7,190.97
300+00
305+00
C.R. 101
(VARIABLE WIDTH R.O.W.)
(NO RECORD INFORMATION FOUND)
EXISTING R.O.W.
EXISTING R.O.W.
N21°22'47"W 938.83'
(N19°W 339 VRS)
S21°29'21"E 268.89'
(S19°E 310.4')
S68°37'13"W 35.96'
N68°30'39"E 33.94'
PROPOSED R.O.W.
S21°30'11"E 938.90'
SEE DETAIL "A"
P.O.B.
87
(0.7533 AC.)
(S71°W 832 VRS)
(N71°E 832 VRS)
(N71°E 2268.6')
A
CHARLOTTE LYN DAVIS
CALLED 50 AC.
SECOND TRACT
RECORDED MARCH 13, 2000
DOC. NO. 2000014961
O.P.R.W.C.TX.
LINE TABLE
LINE NO. | BEARING | DISTANCE
L1 | N68°20'01"E | 33.94'
N
100 0 50 100
GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS
PAGE 4 OF 5
REF. FIELD NOTE NO. 5087
FILE:J:\101905274O\100\Survey\03Exhibits\Parcel_87\Parcel_87.dgn
EXISTING 50.00 AC. ACQUIRE 0.7533 AC. REMAINING 49.24 AC. RIGHT
SAM
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300
RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
CHARLOTTE LYN DAVIS
PARCEL 87
0.7533 AC. (32,813 SQ. FT.)

LEGEND

○	5/8" IRON ROD SET WITH AN ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
⊕	MAG NAIL WITH SHINER STAMPED "SAM LLC"
■	TXDOT TYPE I CONCRETE MONUMENT FOUND
▣	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
●	5/8" IRON ROD FOUND (UNLESS NOTED)
⊙	1/2" IRON PIPE FOUND (UNLESS NOTED)
●	COTTON SPINDLE FOUND
⊕	MAG NAIL FOUND (UNLESS NOTED)
✖	"X" SCRIBED IN CONCRETE FOUND
⬡	FENCE POST (TYPE NOTED)
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.TX.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
R.P.R.W.C.TX.	REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS
-----	DISTANCE NOT TO SCALE
-----	DEED LINE (COMMON OWNERSHIP)
-----	PROPERTY LINE
-----	ABSTRACT/SURVEY LINE
-----	EASEMENT LINE
———	EXISTING RIGHT-OF-WAY
	PARCEL LIMITS





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 WITHOUT THE BENEFIT OF TITLE REPORT, 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.

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.

REF. FIELD NOTE NO. 5,087

FILE:J:\101905277\40\100\Survey\03Exhibits\Parcel_87\Parcel_87.dgn

EXISTING 50.00 AC. ACQUIRE 0.7533 AC. REMAINING 49.247 AC. RIGHT

Preliminary
01/10/2025 2:56:00 PM

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE

SAM
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY ACQUISITION
OWNER: PROPERTY OF
CHARLOTTE LYN DAVIS
PARCEL 87
0.7533 AC. 32,813 SQ. FT.*

Exhibit "B"

Parcel 87

DEED

East Wilco Highway – Segment 6

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 **CHARLOTTE LYN DAVIS**, 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")

PARCEL 87
DESCRIPTION OF A 0.7533 ACRE (32,813 SQ. FT.) PARCEL OF LAND LOCATED IN THE S. PALMER SURVEY, SECTION NO. 12, ABSTRACT NO. 499, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 50 ACRE TRACT OF LAND, DESCRIBED AS SECOND TRACT, IN A DEED TO CHARLOTTE LYN DAVIS, RECORDED MARCH 13, 2000, IN DOCUMENT NO. 2000014961, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.7533 ACRE (32,813 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: SHOWN ON THE ATTACHED SKETCH EXHIBIT "A":

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 East Wilco Highway, Segment 6.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 2025.

[signature page follows]

GRANTOR:

_____

CHARLOTTE LYN DAVIS

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____ day of _____, 2025 by **CHARLOTTE LYN DAVIS**, on behalf of said entity.

_____
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 **58.**

Meeting Date: 06/24/2025

Cr 110N 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 Emma L. Lawhon Family Land Partnership to acquire 2.142 AC needed as right of way on the CR 110N project. (Parcel 6). Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	06/18/2025 09:49 AM

Form Started By: Charlie Crossfield Started On: 06/18/2025 09:30 AM

Final Approval Date: 06/18/2025

Parcel 6

REAL ESTATE CONTRACT
County Road 110N Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **EMMA L. LAWHON FAMILY LAND PARTNERSHIP** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 2.142-acre (93,296 square foot) tract of land, out of and situated in the Woodruff Stubblefield Survey, Abstract No. 556, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A," attached hereto and incorporated herein (**Parcel 6);**

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property, any improvements on that portion of the Property, and any damage to or cost of cure for the remaining property of Seller as a result of this purchase, shall be the sum of FIVE HUNDRED SIXTY-EIGHT THOUSAND THREE HUNDRED SEVENTY-THREE and 00/100 Dollars ($568,373.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other good 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

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.

3.02. **PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY DOCUMENT OR INSTRUMENT DELIVERED AT OR IN CONNECTION WITH THE CLOSING, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, WITH RESPECT TO THE PROPERTY OR ITS CONDITION. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY DOCUMENT OR INSTRUMENT DELIVERED AT OR IN CONNECTION WITH THE CLOSING, PURCHASER AGREES THAT THE PROPERTY WILL BE SOLD AND CONVEYED TO PURCHASER AT THE CLOSING IN ITS THEN EXISTING CONDITION, AS-IS, WHERE-IS, WITH ALL FAULTS, AND WITHOUT ANY WRITTEN OR VERBAL REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY DOCUMENT OR INSTRUMENT DELIVERED AT OR IN CONNECTION WITH THE CLOSING. PURCHASER REPRESENTS TO SELLER THAT IT IS AN EXPERIENCED AND KNOWLEDGEABLE REAL ESTATE INVESTOR AND IS RELYING ON ITS OWN ANALYSIS AND INVESTIGATION OF THE PROPERTY. THE AS-IS NATURE OF THIS TRANSACTION IS A SIGNIFICANT FACTOR IN THE PARTIES AGREEING TO THE INSPECTION PERIOD AND STATED PURCHASE PRICE. This provision shall survive termination of the Agreement as well as 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 current actual knowledge, with no duty to investigate or inspect:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser.

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property herein 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 June 15, 2025, or at such time, date, and place as Seller and Purchaser may otherwise agree, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or 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 all of the Property described in Exhibit A, free and clear of any and all monetary liens, restrictions, and leases, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in the Property Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property.

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 fee simple portion of the Property shall be prorated as of the Closing Date and shall be adjusted in cash and collected at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively as incurred.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Access for Due Diligence Purposes

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 prior to June 15, 2025 to enter the Property prior to Closing for the purpose of completing any and all necessary testing or preliminary investigation activities associated with the proposed County Road 110N improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction. To the extent allowed by law, Purchaser agrees to indemnify and hold Seller harmless from any and all claims that may arise or be asserted against Seller as a result of Purchaser's or Purchaser's contractors' or utility facility owners' presence upon the Property prior to Closing.

[signature pages follow]

SELLER:

Gene L Lawhon (Jun 13, 2025 15:57 CDT)

EMMA L. LAWHON FAMILY LAND PARTNERSHIP

Address:_____

_____

Date: Jun 13, 2025

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

250613 LAWHON(6) - Purchase Contract CR 110 (86716.1)

Final Audit Report 2025-06-13

Created:	2025-06-13
By:	LuAnn Forth (lforth@sneedvine.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjmkgtywr4gK5YOTonQVkKXpxU7KtOA6W

"250613 LAWHON(6) - Purchase Contract CR 110 (86716.1)" History

Document created by LuAnn Forth (lforth@sneedvine.com)
2025-06-13 - 8:52:48 PM GMT

Document emailed to gene@pigbcs.com for signature
2025-06-13 - 8:55:31 PM GMT

Email viewed by gene@pigbcs.com
2025-06-13 - 8:56:33 PM GMT

Signer gene@pigbcs.com entered name at signing as Gene L Lawhon
2025-06-13 - 8:57:41 PM GMT

Document e-signed by Gene L Lawhon (gene@pigbcs.com)
Signature Date: 2025-06-13 - 8:57:43 PM GMT - Time Source: server

Agreement completed.
2025-06-13 - 8:57:43 PM GMT

Adobe Acrobat Sign

Commissioners Court - Regular Session **59.**

Meeting Date: 06/24/2025

Hero Way Electric Easement Resolution for Condemnation

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 resolution determining the necessity and authorizing the use of eminent domain to condemn 1.534 acres required as electric utility easements for the construction of proposed roadway and utility improvements on RM 2243/Hero Way. Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	06/18/2025 11:39 AM
Form Started By: Charlie Crossfield		Started On: 06/18/2025 11:26 AM
Final Approval Date: 06/18/2025		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of electric easement interests in and to those certain nine (9) tracts of land owned by the parties identified in Exhibit "A" ("Owners"), and in locations being more particularly described by metes and bounds in Exhibit "B" (the "Property"), for the purpose of constructing, reconstructing, maintaining, and operating the Hero Way roadway improvements and required utility adjustments ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, undertaken and/or completed bona fide good faith negotiations with the Owners of the Property and has failed to agree with the owners on the compensation and damages, if any, due to said Owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn certain property interests.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that upon completion of any bona fide offer requirements of Chapter 21 of the Texas Property Code, the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the Owners of any interest in, and the holders of any lien secured by the Property, a suit in eminent domain to acquire the property interests for the aforesaid Project purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED THAT the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____.

_____
Steven Snell
Williamson County Judge

Exhibit "A"

Parcel	Owner	Legal Description
321	JNK Properties 1, LTD	0.034 AC out of the Elijah D. Harmon Survey, Abstract No. 6; Williamson County, Texas
326	Heroway Crossing LLC	0.200 AC out of the Elijah D. Harmon Survey, Abstract No. 6; Williamson County, Texas
329	Charles Todd and Terry Lynn Hoskins	0.205 AC out of the Talbot Chambers Survey, Abstract No. 125; Williamson County, Texas
330	JNK Properties 1, LTD	0.193 AC out of the Elijah D. Harmon Survey, Abstract No. 6; Williamson County, Texas
331	Charles and Patricia Hoskins	0.10 AC out of the Talbot Chambers Survey, Abstract No. 125; Williamson County, Texas
332	Brian Olson, Charity M. Olson, Gergory Olson and Hattie E. Olson	0.220 AC out of the Talbot Chambers Survey, Abstract No. 125; Williamson County, Texas
334	Jack Scott Bradley, Amy L. Bradley and Brian Gregory Holmes	0.231 AC out of the Talbot Chambers Survey, Abstract No. 125; Williamson County, Texas
337	Heroway 15, LLC	0.281 AC out of the Talbot Chambers Survey, Abstract No. 125; Williamson County, Texas
339P1	TDW Development, LLC	0.070 AC out of the Talbot Chambers Survey, Abstract No. 125; Williamson County, Texas

EXHIBIT B-1

County: Williamson
Parcel: 321 PEC
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 321 PEC

METES & BOUNDS DESCRIPTION FOR A 0.034 ACRE TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 19.95 ACRE TRACT OF LAND DESCRIBED AS TRACT 7 AS CONVEYED TO JNK PROPERTIES 1, LTD. BY CONTRIBUTION DEED RECORDED IN DOCUMENT NUMBER 2021182868 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID TRACT 7 BEING DESCRIBED IN DOCUMENT NUMBER 2004073628 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.034 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod with cap stamped “WATSON” found at the southeast corner of the above described said JNK Tract 7, and at the southwest corner of a called 27.868 acre tract of land as conveyed to Heroway Crossing LLC by Special Warranty Deed with Vendor’s Lien recorded in Document Number 2020158793 of the Official Public Records of Williamson County, Texas, from which a 1/2-inch iron rod with an illegible cap found at the southwest corner of said JNK Tract 7, and at the southeast corner of a called 19.9973 acre tract of land described as Tract 6 as conveyed to JNK Properties 1, Ltd. by Contribution Deed recorded in Document Number 2021182868 of the Official Public Records of Williamson County, Texas, and described in Document Number 2004073246 of the Official Public Records of Williamson County, Texas, bears S 68°49’33” W a distance of 411.55 feet; Thence, with the east line of said JNK Tract 7 and the west line of said Heroway Tract, N 21°10'49" W a distance of 1,848.74 feet to a calculated point for the **POINT OF BEGINNING** and the southeast corner of the herein described tract, 265.80 feet right of FM 2243 baseline station 141+59.23;

THENCE, leaving the west line of said Heroway Tract and over and across said JNK Tract 7 the following four (4) courses:

1) N 42°04'55" W a distance of 56.12 feet to a calculated point for an interior corner of the herein described tract, 216.00 feet right of FM 2243 baseline station 141+33.35;

2) S 75°22'22" W a distance of 44.98 feet to a calculated point for the southwest corner of the herein described tract, 216.00 feet right of FM 2243 baseline station 140+88.37;

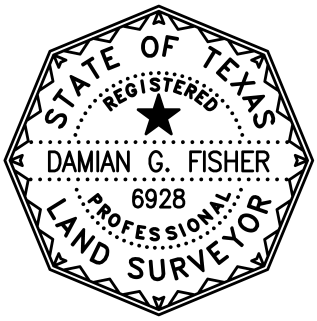
3) N 14°37'40" W a distance of 15.00 feet to a calculated point for the northwest corner of the herein described tract, 201.00 feet right of FM 2243 baseline station 140+88.37; and

4) N 75°22'22" E a distance of 63.41 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,187,448.94, E: 3,085,391.31) set on the east line of said JNK Tract 7 and the west line of said Heroway Tract, for the northeast corner of the herein described tract, 201.00 feet right of FM 2243 baseline station 141+51.78, from which a 3/8-inch iron rod found on the south right-of-way line of Hero Way (f/k/a County Road 269) (width varies) as dedicated in Document Numbers 2023092228, 2024031814 & 2024038262 of the Official Public Records of Williamson County, Texas, at the northeast corner of said JNK Tract 7, and at the northwest corner of said Heroway Tract, bears N 21°10'49" W a distance of 191.29 feet;

THENCE, with the east line of said JNK Tract 7 and the west line of said Heroway Tract, S 21°10'49" E a distance of 65.23 feet to the **POINT OF BEGIN**NING and containing 0.034 acre (1,466 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.

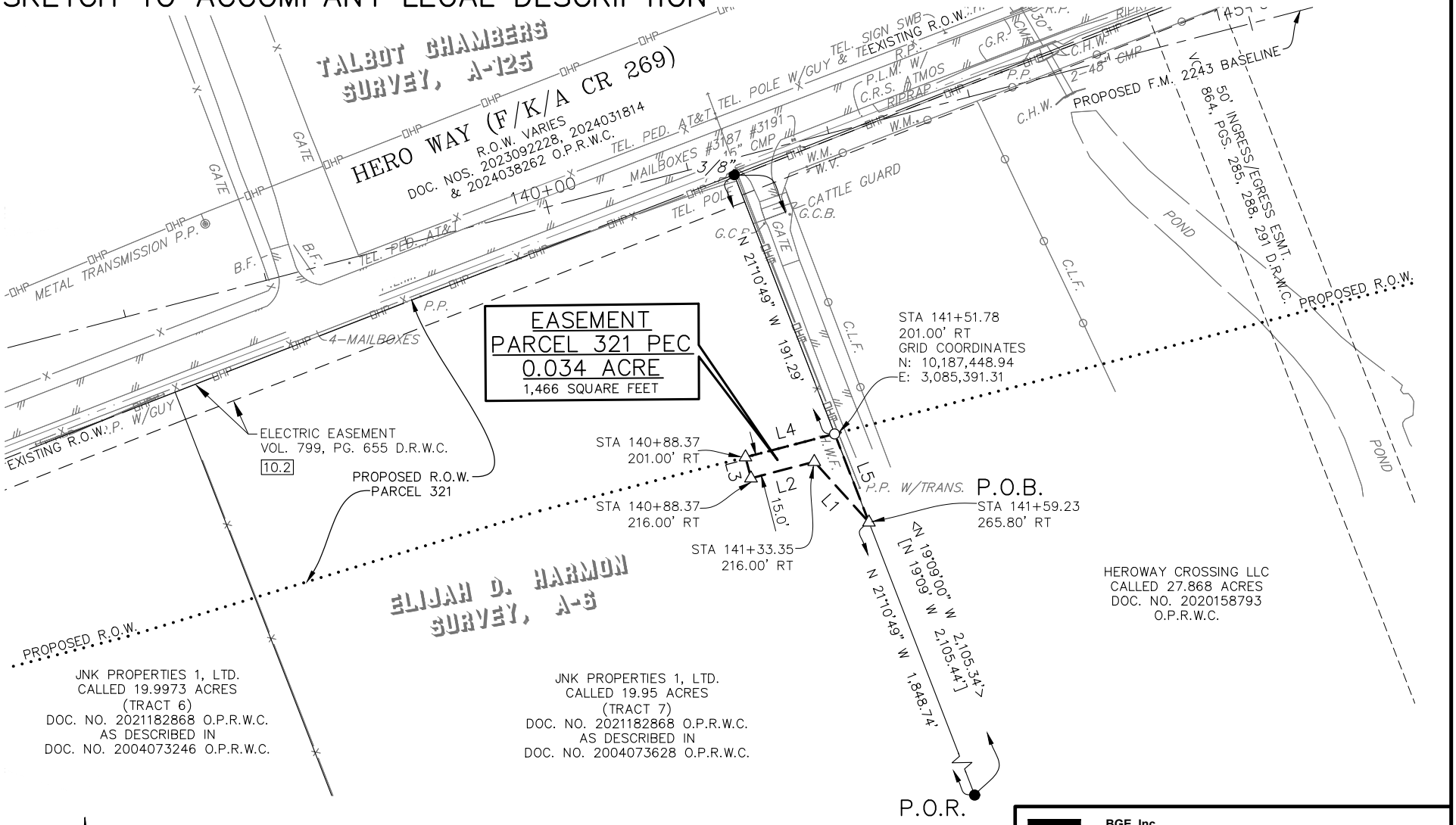


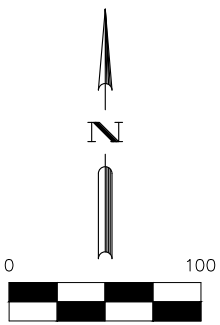
02/05/2025
Date

Damian G. Fisher RPLS Number 6928
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: February 5, 2025
Project Number: 7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION





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 FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-183869, DATED EFFECTIVE DECEMBER 22, 2024 AND ISSUED ON JANUARY 2, 2025.

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING EASEMENT PARCEL 321 PEC 0.034 ACRE FM 2243 WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	02/05/2025	3 of 4

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\\bgeinc\data\TXC\Projects\County_Williamson\7473-00_RM 2243\06_Survey\04_Finals\Drawings\7473-00_P321PEC_EX1.dwg, 1/21/2025 11:12 AM, Stephen Barger

LEGEND

B.F.	BOARD FENCE
C.H.W.	CONCRETE HEADWALL
C.L.F.	CHAIN LINK FENCE
CMP	CORRUGATED METAL PIPE
C.R.S.	CATHODIC READING STATION
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
G.C.B.	GATE CONTROL BOX
G.R.	GUARD RAIL
H.W.F.	HOG WIRE FENCE
NO.	NUMBER
NOS.	NUMBERS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
PG.	PAGE
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.P.	POWER POLE
R.O.W.	RIGHT-OF-WAY
R.P.	REFLECTOR POST
TEL.	TELEPHONE
TRANS.	TRANSFORMER
VOL.	VOLUME
W.M.	WATER METER
W.V.	WATER VALVE
[ ]	RECORD INFO FOR DOC. NO. 2004073628 O.P.R.W.C.
< >	RECORD INFO FOR DOC. NO. 2020158793 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"

△	CALCULATED POINT
—X—	WIRE FENCE
—○—	CHAIN LINK FENCE
—OHT—	OVERHEAD TELEPHONE
—OHP—	OVERHEAD POWER
—//—	EDGE OF ASPHALT
10.3	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 42°04'55" W	56.12'
L2	S 75°22'22" W	44.98'
L3	N 14°37'40" W	15.00'
L4	N 75°22'22" E	63.41'
L5	S 21°10'49" E	65.23'

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. There are no visible encroachments, except as shown hereon.

STATE OF TEXAS
REGISTERED
DAMIAN G. FISHER
6928
PROFESSIONAL
LAND SURVEYOR

02/05/2025

DAMIAN G. FISHER RPLS NO. 6928
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400
EMAIL: DFISHER@BGEINC.COM

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 653, PAGE 611 AND VOLUME 782, PAGE 891, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.1 A CHANNEL EASEMENT GRANTED TO STATE OF TEXAS AS DESCRIBED IN VOLUME 409, PAGE 383 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT,

10.2 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE AND/OR SYSTEM EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 655 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.3 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2010083088 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.4 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2013051965 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT THE SUBJECT TRACT.

10.5 NOTICE REGARDING ORDINANCE NO. 18-026-00 RECORDED IN DOCUMENT NO. 2018041030 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

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Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502
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PARCEL PLAT SHOWING
EASEMENT PARCEL 321 PEC
0.034 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	02/05/2025	4 of 4

EXHIBIT B-2

County: Williamson
Parcel: 326 PEC
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 326 PEC

METES & BOUNDS DESCRIPTION FOR A 0.200 ACRE TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A 27.868 ACRE TRACT OF LAND AS CONVEYED TO HEROWAY CROSSING LLC BY SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2020158793 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.200 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod with cap stamped "WATSON" found at the southwest corner of the above described Heroway Tract, and at the southeast corner of a called 19.95 acre tract of land described as Tract 7 as conveyed to JNK Properties 1, LTD. by Contribution Deed recorded in Document Number 2021182868, and described in Document Number 2004073628, both of the Official Public Records of Williamson County, Texas; Thence, with the west line of said Heroway Tract and the east line of said JNK Tract 7, N 21°10'49" W a distance of 1,898.87 feet to a calculated point for the **POINT OF BEGINNING** and the southwest corner of the herein described tract;

THENCE, continuing with the west line of said Heroway Tract and the east line of said JNK Tract 7, N 21°10'49" W a distance of 15.10 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,187,448.94, E: 3,085,391.31) set for the northwest corner of the herein described tract, 201.00 feet right of FM 2243 baseline station 141+51.78, from which a 3/8-inch iron rod found on the south right-of-way line of Hero Way (f/k/a County Road 269) (width varies) as dedicated in Document Number 2023092228 of the Official Public Records of Williamson County, Texas, at the northwest corner of said Heroway Tract, and at the northeast corner of said JNK Tract 7, bears N 21°10'49" W a distance of 191.29 feet;

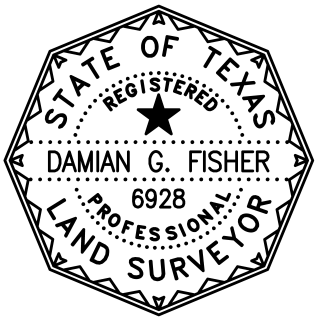
THENCE, leaving the east line of said JNK Tract 7 and over and across said Heroway Tract, N 75°22'22" E a distance of 580.14 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the east line of said Heroway Tract and the west line of a called 26.931 acre tract of land described as Tract 5 as conveyed to JNK Properties 1, LTD. by Contribution Deed recorded in Document Number 2021182868, and being described in Document Number 2004065021, both of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, 201.00 feet right of FM 2243 baseline station 147+31.92, from which a 1/2-inch iron rod found on the south right-of-way line of said Hero Way, at the northeast corner of said Heroway Tract, and at the northwest corner of said JNK Tract 5, bears N 21°12'00" W a distance of 259.44 feet;

THENCE, with the east line of said Heroway Tract and the west line of said JNK Tract 5, S 21°12'00" E a distance of 15.10 feet to a calculated point for the southeast corner of the herein described tract, from which a 1/2-inch iron rod found at the southeast corner of said Heroway Tract, and at the southwest corner of said JNK Tract 5, bears S 21°12'00" E a distance of 1,831.39 feet;

THENCE, leaving the west line of said JNK Tract 5 and over and across said Heroway Tract, S 75°22'22" W a distance of 580.15 feet to the **POINT OF BEGINNING** and containing 0.200 acre (8,702 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.



01/23/2025

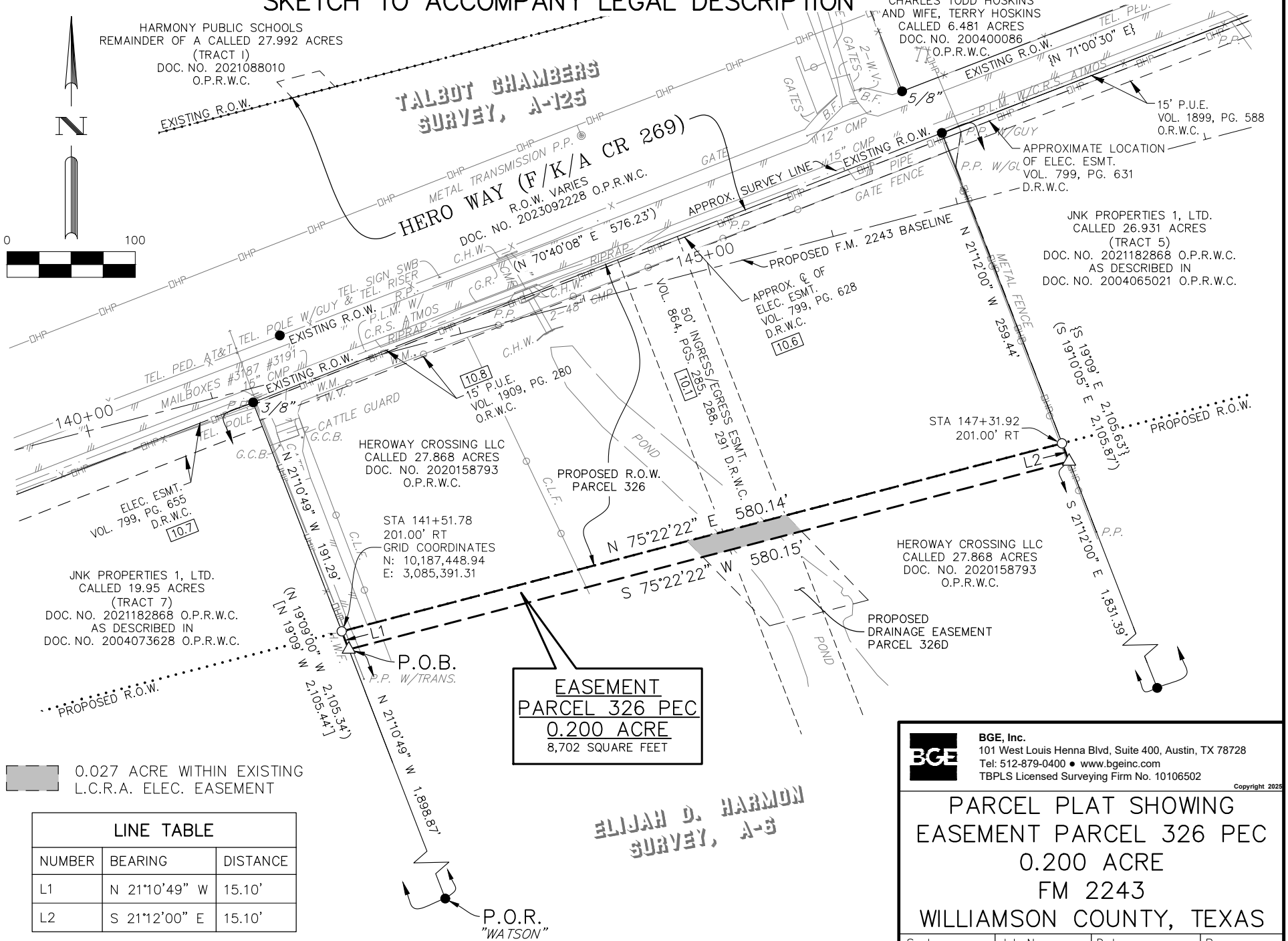
Damian G. Fisher RPLS Number 6928 — Date

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: January 23, 2025
Project Number: 7473-00

\\bgeinc\data\TXC\Projects\County_Williamson\7473-00_RM 2243\06_Survey\04_Finals\Drawings\7473-00_P326-PEC_EX1.dwg, 10/7/2024 11:11 AM, Stephen Barger

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 21°10'49" W	15.10'
L2	S 21°12'00" E	15.10'

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING
EASEMENT PARCEL 326 PEC
0.200 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	01/23/2025	3 of 5

\\bgeinc\data\TXC\Projects\County_Williamson\7473-00_RM 2243\06_Survey\04_Finals\Drawings\7473-00_P326-PEC_EX1.dwg, 10/7/2024 11:11 AM, Stephen Barger

LEGEND

B.F.	BOARD FENCE
C.H.W.	CONCRETE HEADWALL
C.L.F.	CHAIN LINK FENCE
CMP	CORRUGATED METAL PIPE
C.R.S.	CATHODIC READING STATION
DOC.	DOCUMENT
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.P.	FENCE POST
G.C.B.	GATE CONTROL BOX
G.P.	GATE POST
G.R.	GUARD RAIL
H.W.F.	HOG WIRE FENCE
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
P.L.M.	PIPELINE MARKER
P.P.	POWER POLE
R.O.W.	RIGHT-OF-WAY
R.P.	REFLECTOR POST
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
W.M.	WATER METER
W.V.	WATER VALVE
( )	RECORD INFO FOR DOC. NO. 2020158793 O.P.R.W.C.
[ ]	RECORD INFO FOR DOC. NO. 2004073628 O.P.R.W.C.
{ }	RECORD INFO FOR DOC. NO. 2004065021 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
——x——	WIRE FENCE
——o——	METAL FENCE
——OHT——	OVERHEAD TELEPHONE
——OHP——	OVERHEAD POWER
——///	EDGE OF ASPHALT

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 FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-182269, DATED EFFECTIVE SEPTEMBER 22, 2024 AND ISSUED ON OCTOBER 1, 2024.

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 ● www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING
EASEMENT PARCEL 326 PEC
0.200 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	01/23/2025	4 of 5

\\bgeinc\data\TXC\Projects\County_Williamson\7473-00_RM 2243\06_Survey\04_Finals\Drawings\7473-00_P326-PEC_EX1.dwg, 10/7/2024 11:11 AM, Stephen Barger

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 653, PAGE 614, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.1. INGRESS/EGRESS EASEMENT AS SET OUT IN VOLUME 864, PAGE 291 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.2. ELECTRIC EASEMENT RIGHTS AS RESERVED IN VOLUME 653, PAGE 614 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT. (NOT PLOTTABLE)

10.3. A CHANNEL EASEMENT GRANTED TO THE STATE OF TEXAS AS DESCRIBED IN VOLUME 409, PAGE 383 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT THE SUBJECT TRACT.

10.4. A WATER LINE EASEMENT GRANTED TO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 AS DESCRIBED IN VOLUME 438, PAGE 522 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.5. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 516, PAGE 358 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.6. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 628 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.7. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 655 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

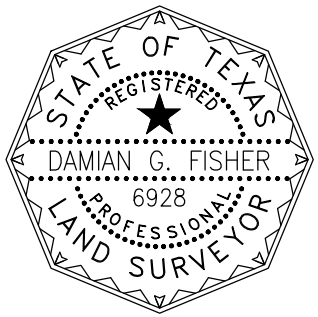
10.8. A PUBLIC UTILITY EASEMENT GRANTED TO THE CITY OF LEANDER AS DESCRIBED IN VOLUME 1909, PAGE 280 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.13. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2010083090 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.14. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES OF RECORD IN DOCUMENT NO. 2023095343 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.15. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES OF RECORD IN DOCUMENT NO. 2023097107 OF THE OFFICIAL PUBLIC RECORDS OF 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. There are no visible encroachments, except as shown hereon.



01/23/2025

DAMIAN G. FISHER RPLS NO. 6928
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
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PARCEL PLAT SHOWING
EASEMENT PARCEL 326 PEC
0.200 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	01/23/2025	5 of 5

EXHIBIT B-3

County: Williamson
Parcel: 329 PEC
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 329 PEC

METES & BOUNDS DESCRIPTION FOR A 0.205 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 6.481 ACRE TRACT OF LAND AS CONVEYED TO CHARLES TODD HOSKINS AND WIFE, TERRY HOSKINS BY WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2004000861 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.205 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod with a cap stamped "J.E. GARON RPLS 4303" found on the west line of the remainder of a called 13.371 acre tract of land as conveyed to Charles Hoskins and Patricia Hoskins by Warranty Deed with Vendor's Lien recorded in Document Number 2002036263 of the Official Public Records of Williamson County, Texas, at the northeast corner of the above described 6.481 acre Hoskins Tract, and at the southeast corner of a called 3.000 acre tract of land as conveyed to Denise Hoskins-Lewis and Andrew Lewis by Gift Deed recorded in Document Number 2003096590 of the Official Public Records of Williamson County, Texas; Thence, with the east line of said 6.481 acre Hoskins Tract and the west line of the remainder of said 13.371 acre Hoskins Tract, S 21°39'55" E, pass a 1/2-inch iron rod with cap stamped "BGE Inc" set at a distance of 507.35 feet, and continuing on for a total distance of 573.16 feet to a calculated point for the most easterly northeast corner and **POINT OF BEGINNING** of the herein described tract, 236.33 feet left of FM 2243 baseline station 150+93.11;

THENCE, continuing with the east line of said 6.481 acre Hoskins Tract and the west line of the remainder of said 13.371 acre Hoskins Tract, S 21°39'55" E a distance of 15.04 feet to a calculated point for the southeast corner of the herein described tract, 221.40 feet left of FM 2243 baseline station 150+94.95, from which a 1/2-inch iron rod with a cap stamped "J.E. GARON RPLS 4303" found on the north right-of-way line of Hero Way (f/k/a County Road 269) (width varies) as dedicated by Document Number 2023092228 of the Official Public Records of Williamson County, Texas, at the southeast corner said 6.481 acre Hoskins Tract, and at the most southerly southwest corner of the remainder of said 13.371 acre Hoskins Tract, bears S 21°39'55" E a distance of 77.82 feet;

THENCE, leaving the west line of the remainder of said 13.371 acre Hoskins Tract and over and across said 6.481 acre Hoskins Tract, S 72°37'05" W a distance of 295.10 feet to a 1/2-inch iron rod with a cap stamped “WILCO ROW 5777” (NAD-83, Central Zone Grid Coordinates: N: 10,188,007.60, E: 3,085,915.55) set for an angle point, 207.22 feet left of FM 2243 baseline station 148+00.19;

THENCE, continuing over and across said 6.481 acre Hoskins Tract, S 75°22'23" W, pass a 1/2-inch iron rod with cap stamped “BGE Inc” set at a distance of 11.45 feet, and continuing on for a total distance of 132.58 feet to a 1/2-inch iron rod with a cap stamped “WILCO ROW 5777” set on the north right-of-way line of said Hero Way and the west line of said 6.481 acre Hoskins Tract, at the northeast corner of a called 3.098 acre tract of land described as Parcel 325 as dedicated in said Document Number 2023092228 of the Official Public Records of Williamson County, Texas, and at the southeast corner of the remainder of a called 27.992 acre tract of land described as Tract I as conveyed to Harmony Public Schools by Special Warranty Deed recorded in Document Number 2021088010 of the Official Public Records of Williamson County, Texas, for the southwest corner of the herein described tract, 207.22 feet left of FM 2243 baseline station 146+67.62, from which a 5/8-inch iron rod found on the north right-of-way line of said Hero Way, at the southwest corner of said 6.481 acre Hoskins Tract, and at the southeast corner of said Parcel 325, bears S 21°16'05" E a distance of 112.04 feet;

THENCE, leaving the north right-of-way line of said Hero Way, with the west line of said 6.481 acre Hoskins Tract and the east line of said Harmony Public Schools Tract, N 21°16'05" W, pass a 1/2-inch iron rod with cap stamped “BGE Inc” at a distance of 92.40 feet, pass a 1/2-inch iron rod with cap stamped “BGE Inc” set at a distance of 104.48 feet and continuing on for a total distance of 138.79 feet to a calculated point for the northwest corner of the herein described tract, 345.07 feet left of FM 2243 baseline station 146+51.57, from which a 1/2-inch iron rod with a cap stamped “J.E. GARON RPLS 4303” found on east line of said Harmony Public Schools Tract, at the northwest corner of said 6.481 acre Hoskins Tract, and at the southwest corner said Hoskins-Lewis Tract, bears N 21°16’05” W a distance of 414.14 feet;

THENCE, leaving the east line of said Harmony Public Schools Tract and over and across said 6.481 acre Hoskins Tract the following four (4) courses:

1) N 68°43'55" E a distance of 20.00 feet to a calculated point for the most northerly northeast corner of the herein described tract, 347.38 feet left of FM 2243 baseline station 146+71.43;

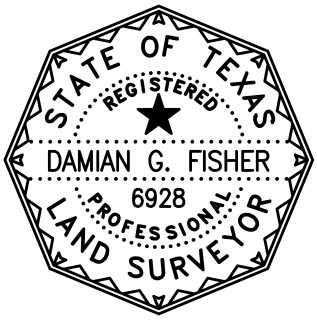
2) S 21°16'05" E a distance of 126.01 feet to a calculated point for an interior corner of the herein described tract, 222.22 feet left of FM 2243 baseline station 146+86.00;

3) N 75°22'23" E a distance of 113.83 feet to a calculated angle point, 222.22 feet left of FM 2243 baseline station 147+99.83;

4) N 72°37'05" E a distance of 293.61 feet to the **POINT OF BEGINNING** and containing 0.205 acre (8,911 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.



02/05/2025

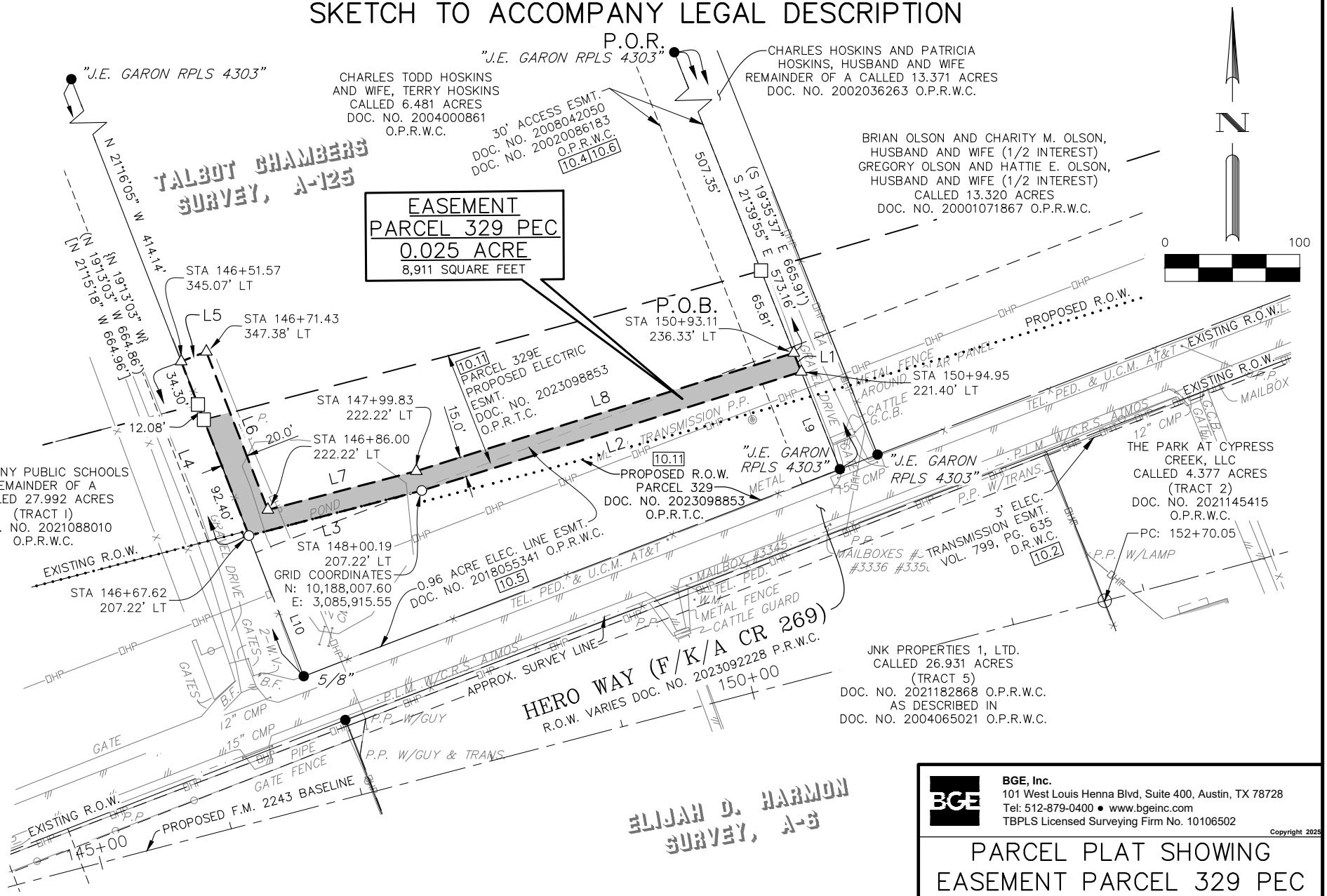
Damian G. Fisher RPLS Number 6928 — Date

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:	February 5, 2025
Project Number:	7473-00

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SKETCH TO ACCOMPANY LEGAL DESCRIPTION



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Tel: 512-879-0400 • www.bgeinc.com
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EASEMENT PARCEL 329 PEC
0.025 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	02/05/2025	4 of 6

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LEGEND

B.F.	BOARD FENCE
CMP	CORRUGATED METAL PIPE
C.R.S.	CATHODIC READING STATION
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
ELEC.	ELECTRIC
ESMT.	EASEMENT
G.C.B.	GATE CONTROL BOX
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.P.	POWER POLE
R.O.W.	RIGHT-OF-WAY
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
W.M.	WATER METER
W.V.	WATER VALVE
( )	RECORD INFO FOR DOC. NO. 2004000861 O.P.R.W.C.
[ ]	RECORD INFO FOR DOC. NO. 2021088010 O.P.R.W.C.
{ }	RECORD INFO FOR DOC. NO. 2002036263 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
□	SET 1/2" IRON ROD W/CAP "BGE INC"
△	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	S 21°39'55" E	15.04'
L2	S 72°37'05" W	295.10'
L3	S 75°22'23" W	132.58'
L5	N 68°43'55" E	20.00'
L6	S 21°16'05" E	126.01'
L7	N 75°22'23" E	113.83'
L8	N 72°37'05" E	293.61'
L9	S 21°39'55" E	77.82'
L10	S 21°16'05" E	112.04'

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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 FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-183867, DATED EFFECTIVE DECEMBER 22, 2024 AND ISSUED ON DECEMBER 31, 2024.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 625, PAGE 5, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.2 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 635, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.3 AN ELECTRIC TRANSMISSION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 641, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.4 AN ACCESS EASEMENT AS DESCRIBED IN DOCUMENT NO. 2008042050, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.5 AN ELECTRIC LINE EASEMENT GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2018055341, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

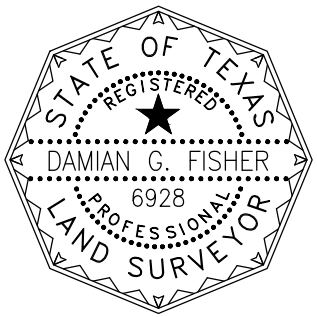
10.6 AN ACCESS EASEMENT ACROSS THE SUBJECT PROPERTY, AS DESCRIBED IN DOCUMENT NO. 2020086183 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.9 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2010083087, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.10 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 16-051-00 OF RECORD IN DOCUMENT NO. 2017011292, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT THE SUBJECT TRACT.

10.11 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES OF RECORD IN DOCUMENT NO. 2023098853 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

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.



02/05/2025

DAMIAN G. FISHER RPLS NO. 6928
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400
EMAIL: DFISHER@BGEINC.COM

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
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WILLIAMSON COUNTY, TEXAS

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EXHIBIT B-4

County: Williamson
Parcel: 330 PEC
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 330 PEC

METES & BOUNDS DESCRIPTION FOR A 0.193 ACRE TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 26.931 ACRE TRACT OF LAND DESCRIBED AS TRACT 5 AS CONVEYED TO JNK PROPERTIES 1, LTD. BY CONTRIBUTION DEED RECORDED IN DOCUMENT NUMBER 2021182868 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING DESCRIBED IN DOCUMENT NUMBER 2004065021 OF THE OFFICIAL PUBLIC RECORD OF WILLIAMSON COUNTY, TEXAS; SAID 0.193 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod with cap stamped “BGE Inc” set on the east line of the above described JNK Tract 5, at the southwest corner of a called 1.988 acre tract of land described as Tract 1 as conveyed to the Park at Cypress Creek, LLC by Warranty Deed with Vendor’s Lien recorded in Document Number 2021145415 of the Official Public Records of Williamson County, Texas, and at the northwest corner of a called 20.00 acre tract of land described as Tract 4 as conveyed to JNK Properties 1, LTD. by Contribution Deed recorded in said Document Number 2021182868, and described in Document Number 2004065019, both of the Official Public Records of Williamson County, Texas, from which a 5/8-inch iron rod found at the southeast corner of said JNK Tract 5, and at the southwest corner of said JNK Tract 4, bears S 21°12'14" E a distance of 1,597.20 feet; Thence, with the east line of said JNK Tract 5 and the west line of said Park at Cypress Creek Tract 1, N 21°12'14" W a distance of 171.64 feet to a calculated point for the southeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, leaving the west line of said Park at Cypress Creek Tract 1 and over and across said JNK Tract 5, S 75°22'22" W a distance of 560.94 feet to a calculated point on the west line of said JNK Tract 5 and the east line of a called 27.868 acre tract of land as conveyed to Heroway Crossing LLC by Special Warranty Deed with Vendor’s Lien recorded in Document Number 2020158793 of the Official Public Records of Williamson County, Texas, for the southwest corner of the herein described tract, from which a 1/2-inch iron rod found at the southwest corner of said JNK Tract 5, and at the southeast corner of said Heroway Tract, bears S 21°12'00" E a distance of 1,831.39 feet;

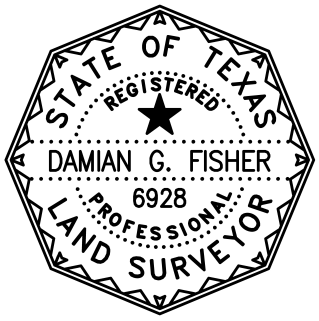
THENCE, with the west line of said JNK Tract 5 and the east line of said Heroway Tract, N 21°12'00" W a distance of 15.10 feet to a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” (NAD-83, Central Zone Grid Coordinates: N: 10,187,595.42, E: 3,085,952.58) set for the northwest corner of the herein described tract, 201.00 feet right of FM 2243 baseline station 147+31.92, from which a 1/2-inch iron rod found on the south right-of-way line of Hero Way (f/k/a County Road 269) (width varies) as dedicated in Document Number 2023092228 of the Official Public Records of Williamson County, Texas, at the northwest corner of said JNK Tract 5, and at the northeast corner of said Heroway Tract, bears N 21°12'00" W a distance of 259.44 feet;

THENCE, leaving the east line of said Heroway Tract and over and across said JNK Tract 5, N 75°22'22" E a distance of 560.94 feet to a a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” set at the northwest corner of said Park at Cypress Creek Tract 1, and at the southwest corner of a called 4.377 acre tract of land described as Tract 2 as conveyed to the Park at Cypress Creek, LLC by said Warranty Deed with Vendor’s Lien recorded in Document Number 2021145415 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, 201.03 feet right of FM 2243 baseline station 152+92.43;

THENCE, with the east line of said JNK Tract 5 and the west line of said Park at Cypress Creek Tract 1, S 21°12'14" E a distance of 15.10 feet to the **POINT OF BEGINNING** and containing 0.193 acre (8,414 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 March 4, 2025 and are true and correct to the best of my knowledge. A sketch accompanies this description.



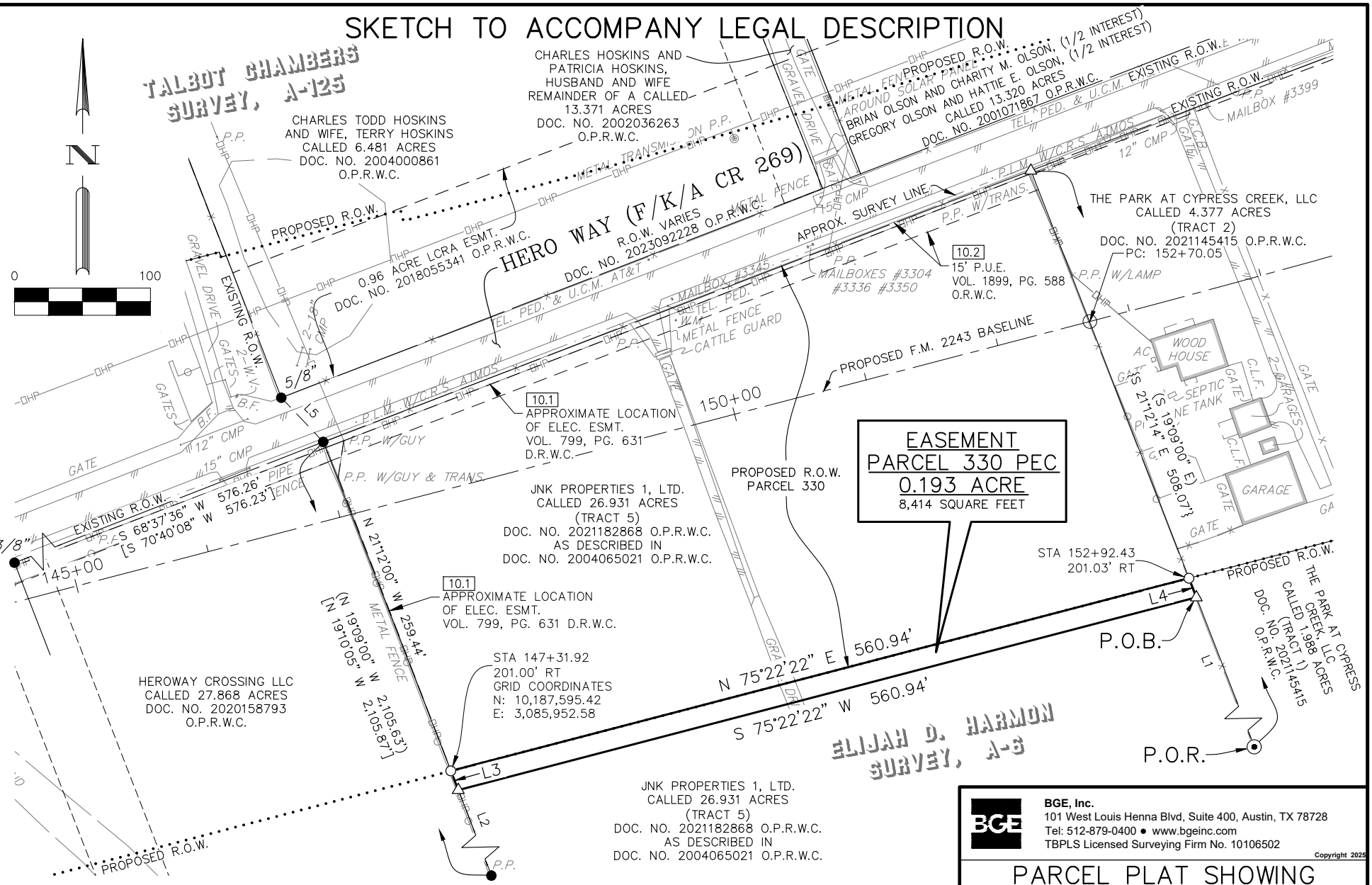
04/01/2025
Date

Damian G. Fisher RPLS Number 6928
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: April 1, 2025
Project Number: 7473-00

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SKETCH TO ACCOMPANY LEGAL DESCRIPTION



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PARCEL PLAT SHOWING
EASEMENT PARCEL 330 PEC
0.193 ACRE
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WILLIAMSON COUNTY, TEXAS

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\\bgeinc\data\TXC\Projects\County_Williamson\7473-00_RM 2243\06_Survey\04_Finals\Drawings\7473-00_P330-PEC_EX1.dwg, 8/16/2022 10:29 AM, Stephen Barger

LEGEND

B.F.	BOARD FENCE
B.W.F.	BARBED WIRE FENCE
C.L.F.	CHAIN LINK FENCE
CMP	CORRUGATED METAL PIPE
C.R.S.	CATHODIC READING STATION
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.P.	FENCE POST
G.C.B.	GATE CONTROL BOX
G.P.	GATE POST
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
PG.	PAGE
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
P.U.E.	PUBLIC UTILITY EASEMENT
R.O.W.	RIGHT-OF-WAY
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
VOL.	VOLUME
W.M.	WATER METER
W.V.	WATER VALVE
( )	RECORD INFO FOR DOC. NO. 2004065021 O.P.R.W.C.
[ ]	RECORD INFO FOR DOC. NO. 2020158793 O.P.R.W.C.
{ }	RECORD INFO FOR DOC. NO. 2021145415 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
⊙	SET 1/2" IRON ROD W/CAP "BGE INC"
△	CALCULATED POINT
——x——	WIRE FENCE
——o——	METAL FENCE
——OHT——	OVERHEAD TELEPHONE
——OHP——	OVERHEAD POWER
——//——	EDGE OF ASPHALT
10.2	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 21°12'14" W	171.64'
L2	S 21°12'00" E	1,831.39'
L3	N 21°12'00" W	15.10'
L4	S 21°12'14" E	15.10'
L5	N 43°32'37" W	44.78'

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 ● www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING
EASEMENT PARCEL 330 PEC
0.193 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	04/01/2025	4 of 5

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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 NATIONAL INVESTORS TITLE INSURANCE COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-182267, DATED EFFECTIVE FEBRUARY 26, 2025 AND ISSUED ON MARCH 5, 2025.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 621, PAGE 17, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.1 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE AND/OR SYSTEM EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE INC. AS DESCRIBED IN VOLUME 799, PAGE 631 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

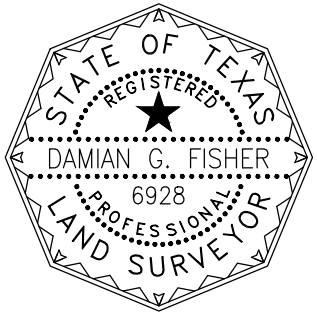
10.2 A PUBLIC UTILITY EASEMENT GRANTED TO CITY OF LEANDER, TEXAS AS DESCRIBED IN VOLUME 1899, PAGE 588 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.3 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2010083088 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.4 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2013051965 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT THE SUBJECT TRACT.

10.5 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN CITY OF LEANDER ORDINANCE NO. 18-026-00 OF RECORD IN DOCUMENT NO. 2018041030 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT THE SUBJECT TRACT.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on March 4, 2025 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.



04/01/2025

DAMIAN G. FISHER RPLS NO. 6928
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING
EASEMENT PARCEL 330 PEC
0.193 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

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EXHIBIT B-5

County: Williamson
Parcel: 331 PEC
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 331 PEC

METES & BOUNDS DESCRIPTION FOR A 0.010 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 13.371 ACRE TRACT OF LAND AS CONVEYED TO CHARLES HOSKINS AND PATRICIA HOSKINS BY WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2002036263 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.010 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod with a cap stamped "J.E. GARON RPLS 4303" found on the west line of the remainder of the above described 13.371 acre Hoskins Tract, at the northeast corner of a called 6.481 acre tract of land as conveyed to Charles Todd Hoskins and wife, Terry Hoskins by Warranty Deed recorded in Document Number 2004000861 of the Official Public Records of Williamson County, Texas, and at the southeast corner of a called 3.000 acre tract of land as conveyed to Denise Hoskins-Lewis and Andrew Lewis by Gift Deed recorded in Document Number 2003096590 of the Official Public Records of Williamson County, Texas, from which a 1/2-inch iron rod with a cap stamped "J.E. GARON RPLS 4303" found on east line of the remainder of a called 27.992 acre tract of land described as Tract I as conveyed to Harmony Public Schools by Special Warranty Deed recorded in Document Number 2021088010 of the Official Public Records of Williamson County, Texas, at the northwest corner of said 6.481 acre Hoskins Tract, and at the southwest corner said Hoskins-Lewis Tract, bears S 68°44'26" W a distance of 422.03 feet; Thence, with the west line of the remainder of said 13.371 acre Hoskins Tract and the east line of said 6.481 acre Hoskins Tract, S 21°39'55" E, pass a 1/2-inch iron rod with cap stamped "BGE Inc" set at a distance of 507.35 feet, and continuing on for a total distance of 573.16 feet to a calculated point (NAD-83, Central Zone Grid Coordinates: N: 10,188,109.73, E: 3,086,191.59) for the northwest corner and **POINT OF BEGINNING** of the herein described tract, 236.33 feet left of FM 2243 baseline station 150+93.11;

THENCE, leaving the east line of said 6.481 acre Hoskins Tract and over and across said 13.371 acre Hoskins Tract, N 72°37'05" E a distance of 30.04 feet to a calculated point on the east line of said 13.371 acre Hoskins Tract and the west line of a called 13.320 acre tract of land as conveyed to Brian Olson and Charity M. Olson (1/2 interest) and Gregory Olson and Hattie E. Olson (1/2 interest) by Warranty Deed with Vendor's Lien recorded in Document Number 2001071867 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, 237.77 feet left of FM 2243 baseline station 151+23.11;

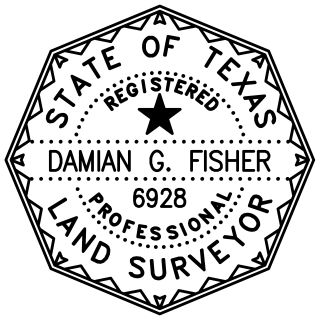
THENCE, with the east line of said 13.371 acre Hoskins Tract and the west line of said Olson Tract, S 21°39'01" E a distance of 15.04 feet to a calculated point for the southeast corner of the herein described tract, 222.84 feet left of FM 2243 baseline station 151+24.95, which a 1/2-inch iron rod with a cap stamped "J.E. GARON RPLS 4303" found on the north right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of record found), at the southeast corner of said 13.371 acre Hoskins Tract, and at the southwest corner of said Olson Tract, bears S 21°39'01" E a distance of 75.80 feet;

THENCE, leaving the west line of said Olson Tract and over and across said 13.371 acre Hoskins Tract, S 72°37'05" W a distance of 30.03 feet to a calculated point on the west line of the remainder of said 13.371 acre Hoskins Tract and the east line of said 6.481 acre Hoskins Tract, for the southwest corner of the herein described tract, 221.40 feet left of FM 2243 baseline station 150+94.95, from which a 1/2-inch iron rod with a cap stamped "J.E. GARON RPLS 4303" found on the north right-of-way line of said Hero Way, at the most southerly southwest corner of the remainder of said 13.371 acre Hoskins Tract, and at the southeast corner said 6.481 acre Hoskins Tract, bears S 21°39'55" E a distance of 77.82 feet;

THENCE, with the west line of the remainder of said 13.371 acre Hoskins Tract and the east line of said 6.481 acre Hoskins Tract, N 21°39'55" W a distance of 15.04 feet to the **POINT OF BEGINNING** and containing 0.010 acre (451 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.



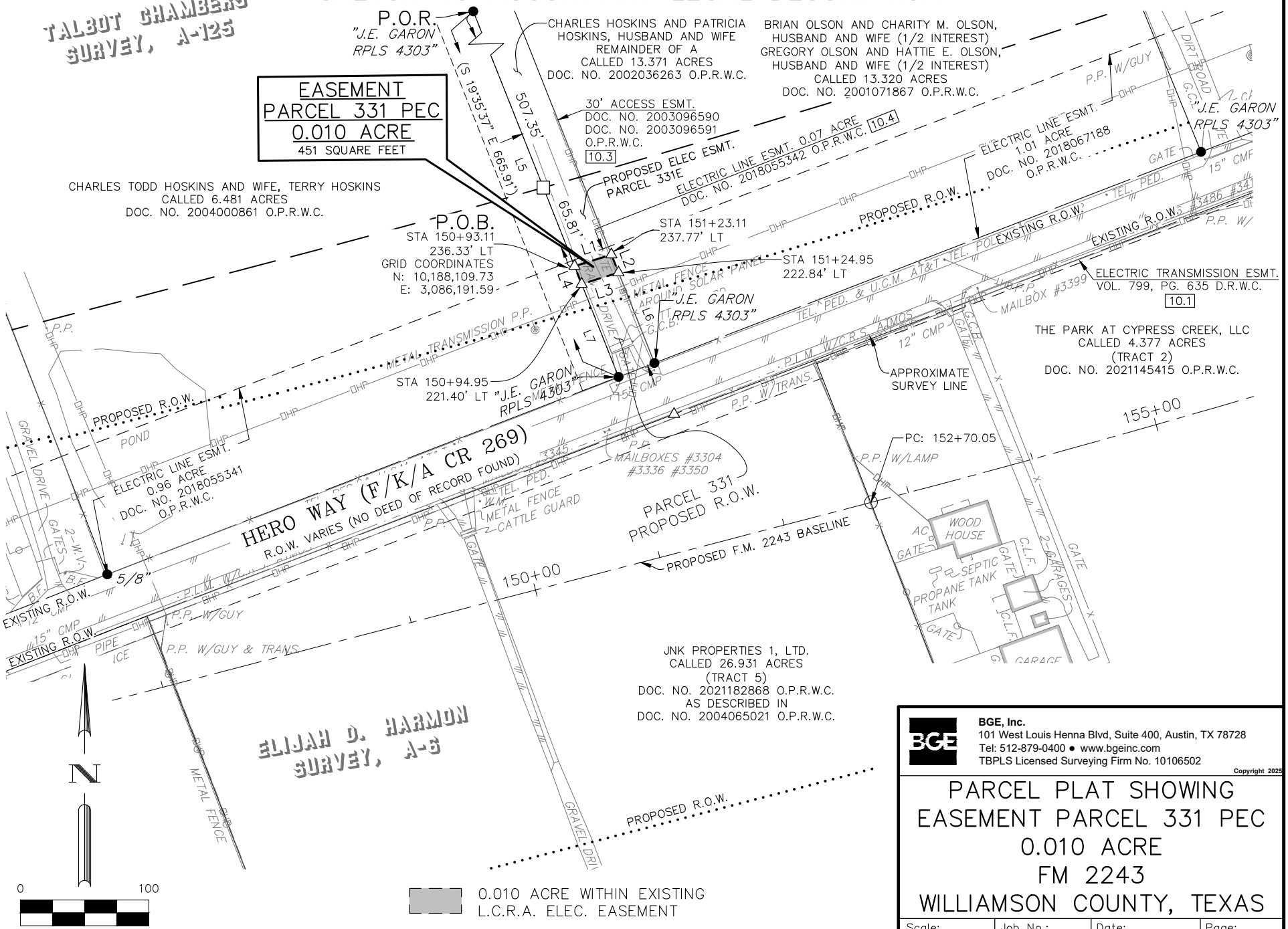
02/05/2025
Date

Damian G. Fisher RPLS Number 6928
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: February 5, 2025
Project Number: 7473-00

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SKETCH TO ACCOMPANY LEGAL DESCRIPTION



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PARCEL PLAT SHOWING EASEMENT PARCEL 331 PEC 0.010 ACRE FM 2243 WILLIAMSON COUNTY, TEXAS

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LEGEND

B.F.	BOARD FENCE
C.L.F.	CHAIN LINK FENCE
CMP	CORRUGATED METAL PIPE
C.R.S.	CATHODIC READING STATION
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
ELEC.	ELECTRIC
ESMT.	EASEMENT
G.C.B.	GATE CONTROL BOX
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.P.	POWER POLE
R.O.W.	RIGHT-OF-WAY
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
W.M.	WATER METER
W.V.	WATER VALVE
( )	RECORD INFO FOR DOC. NO. 2004000861 O.P.R.W.C.
[ ]	RECORD INFO FOR DOC. NO. 2001071867 O.P.R.W.C.
{ }	RECORD INFO FOR DOC. NO. 2002036263 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
□	SET 1/2" IRON ROD W/CAP "BGE INC"
△	CALCULATED POINT
—x—	WIRE FENCE
—o—	METAL FENCE
—OHT—	OVERHEAD TELEPHONE
—OHP—	OVERHEAD POWER
—///	EDGE OF ASPHALT
10.3	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 72°37'05" E	30.04'
L2	S 21°39'01" E	15.04'
L3	S 72°37'05" W	30.03'
L4	N 21°39'55" W	15.04'
L5	S 21°39'55" E	573.16'
L6	S 21°39'01" E	75.80'
L7	S 21°39'55" E	77.82'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
L2	{S 19°35'37" E}	
	[S 19°35'37" E]	
L6	{S 19°35'37" E}	
	[S 19°35'37" E]	

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 ● www.bgeinc.com
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PARCEL PLAT SHOWING
EASEMENT PARCEL 331 PEC
0.010 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

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1"=100'	7473-00	02/05/2025	4 of 5

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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 FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-183868, DATED EFFECTIVE DECEMBER 22, 2024 AND ISSUED ON JANUARY 2, 2025.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 625, PAGE 5, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.1 ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC., AS DESCRIBED IN VOLUME 799, PAGE 635, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.2 ELECTRIC TRANSMISSION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC., AS DESCRIBED IN VOLUME 799, PAGE 641, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.3. AN ACCESS EASEMENT LOCATED ACROSS THE SUBJECT PROPERTY AS DESCRIBED IN DOCUMENT NOS. 2003096590 AND 2003096591 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.4 ELECTRIC LINE AERIAL EASEMENT AND RIGHT-OF-WAY EASEMENT GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION, AS DESCRIBED IN DOCUMENT NO. 2018055342, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.7 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2010083096 OF THE OFFICIAL PUBLIC RECORDS OF 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. There are no visible encroachments, except as shown hereon.

STATE OF TEXAS
REGISTERED
DAMIAN G. FISHER
6928
PROFESSIONAL
LAND SURVEYOR

02/05/2025

DAMIAN G. FISHER RPLS NO. 6928
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400
EMAIL: DFISHER@BGEINC.COM

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
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TBPLS Licensed Surveying Firm No. 10106502
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PARCEL PLAT SHOWING
EASEMENT PARCEL 331 PEC
0.10 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

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EXHIBIT ~~B-6~~

County: Williamson
Parcel: 332 PEC
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 332 PEC

METES & BOUNDS DESCRIPTION FOR A 0.220 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 13.320 ACRE TRACT OF LAND AS CONVEYED TO BRIAN OLSON AND CHARITY M. OLSON (1/2 INTEREST) AND GREGORY OLSON AND HATTIE E. OLSON (1/2 INTEREST) BY WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2001071867 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.220 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod with a cap stamped "J.E. GARON RPLS 4303" found at the northeast corner of the above described Olson Tract, and at the northwest corner of a called 13.320 acre tract of land as conveyed to Jack Scott Bradley, Amy L. Bradley and Brian Gregory Holmes by Warranty Deed with Vendor's Lien recorded in Document Number 2000068029 of the Official Public Records of Williamson County, Texas, from which a 1/2-inch iron rod with cap stamped "RJ Surveying" found at the northeast corner of said Bradley and Holmes Tract, bears N 68°57'46" E a distance of 445.24 feet; Thence, with the east line of said Olson Tract and the west line of said Bradley and Holmes Tract, S 22°13'25" E, pass a 1/2-inch iron rod with cap stamped "BGE Inc" at a distance of 1,162.59 feet, pass a 5/8-inch iron rod with cap stamped "SAM LLC" at a distance of 1,191.58 feet and continuing on for a total distance of 1,247.78 feet to a calculated point for the northeast corner and **POINT OF BEGINNING** of the herein described tract, 233.84 feet left of FM 2243 baseline station 155+89.54;

THENCE, continuing with the east line of said Olson Tract and the west line of said Bradley and Holmes Tract, S 22°13'25" E a distance of 15.03 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,188,221.60, E: 3,086,669.90) set at the beginning of a non-tangent curve to the right, for the southeast corner of the herein described tract, 218.89 feet left of FM 2243 baseline station 155+91.10, from which a 1/2-inch iron rod with a cap stamped "J.E. GARON RPLS 4303" found on the north right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of record found), at the southeast corner of said Olson Tract, and at the southwest corner of said Bradley and Holmes Tract, bears S 22°13'25" E a distance of 24.76 feet;

THENCE, leaving the west line of said Bradley and Holmes Tract and over and across said Olson Tract, along said curve to the right, an arc distance of 457.31 feet, having a radius of 11,053.00 feet, a central angle of 02°22'14" and a chord which bears S 72°43'14" W a distance of 457.28 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set on the west line of said Olson Tract and the east line of the remainder of a called 13.371 acre tract of land as conveyed to Charles Hoskins and Patricia Hoskins by Warranty Deed with Vendor's Lien recorded in Document Number 2002036263 of the Official Public Records of Williamson County, Texas, for the southwest corner of the herein described tract, 202.62 feet left of FM 2243 baseline station 151+27.44, which a 1/2-inch iron rod with a cap stamped "J.E. GARON RPLS 4303" found on the north right-of-way line of said Hero Way, at the southwest corner of said Olson Tract, and at the southeast corner of said 13.371 acre Hoskins Tract, bears S 21°39'01" E a distance of 55.43 feet;

THENCE, with the west line of said Olson Tract and the east line of said 13.371 acre Hoskins Tract, N 21°39'01" W, pass a 1/2-inch iron rod with cap stamped "BGE Inc" set at a distance of 100.48 feet, and continuing on for a total distance of 151.02 feet to a calculated point for the northwest corner of the herein described tract, 352.51 feet left of FM 2243 baseline station 151+08.97;

THENCE, leaving the east line of said 13.371 acre Hoskins Tract and over and across said Olson Tract the following three (3) courses:

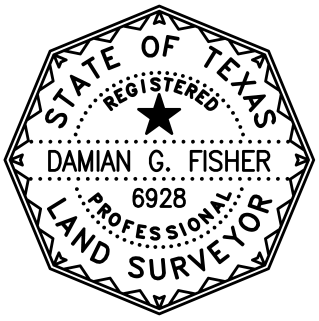
1) N 68°20'59" E a distance of 20.00 feet to a calculated point for an exterior corner of the herein described tract, 354.95 feet left of FM 2243 baseline station 151+28.82;

2) S 21°39'01" E a distance of 137.88 feet to a calculated point at the beginning of a non-tangent curve to the left, for an interior corner of the herein described tract, 218.11 feet left of FM 2243 baseline station 151+45.68; and

3) Along said curve to the left, an arc distance of 437.07 feet, having a radius of 11,038.00 feet, a central angle of 02°16'08" and a chord which bears N 72°40'29" E a distance of 437.05 feet to the **POINT OF BEGINNING** and containing 0.220 acre (9,597 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.



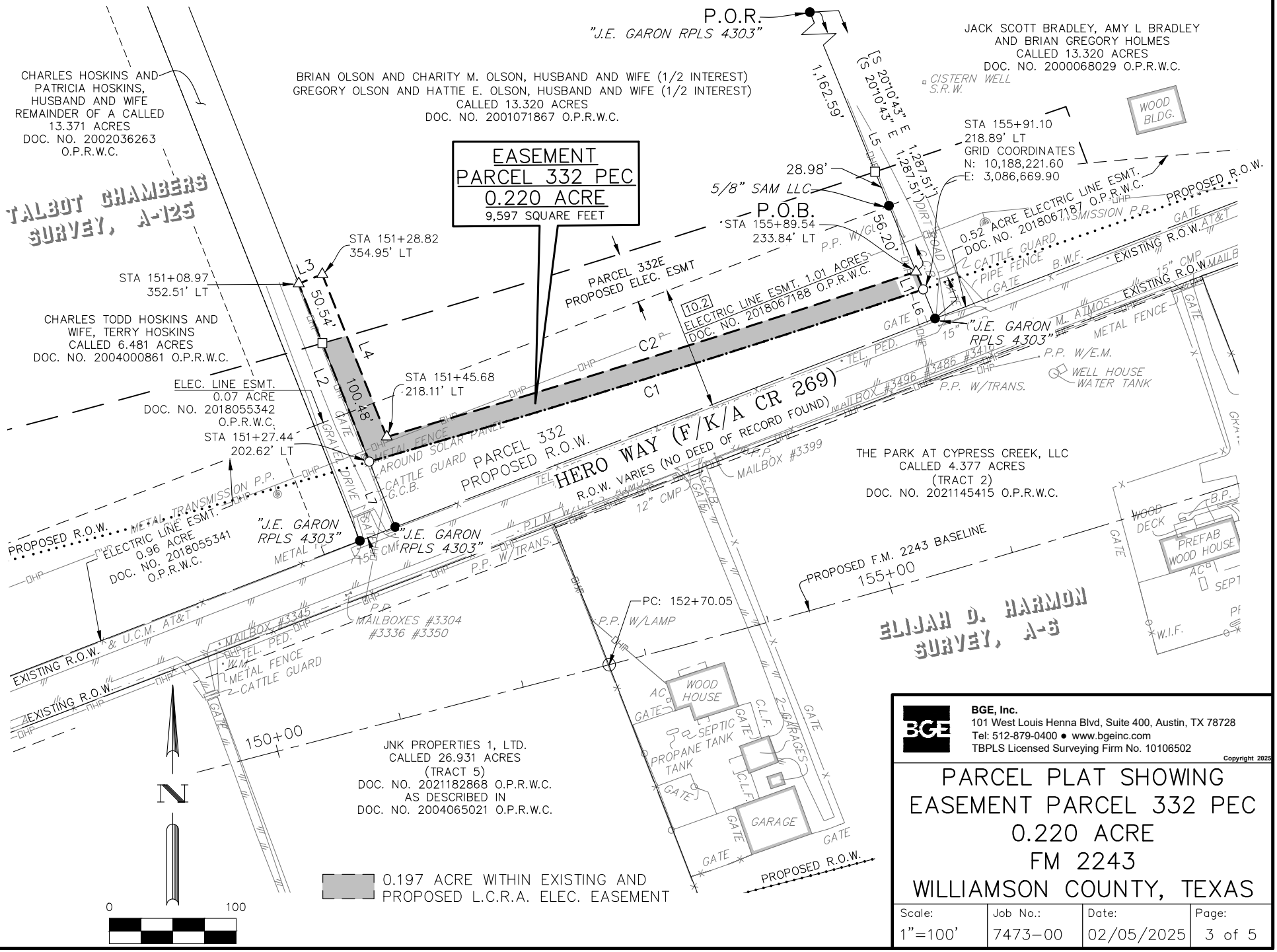
02/05/2025
Date

Damian G. Fisher RPLS Number 6928
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:	February 5, 2025
Project Number:	7473-00

\\bgeinc\data\TXC\Projects\County_Williamson\7473-00_RM 2243\06_Survey\04_Finals\Drawings\7473-00_P332PEC_EX1.dwg, 8/8/2023 10:32 AM, Stephen Barger

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 ● www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING
EASEMENT PARCEL 332 PEC
0.220 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	02/05/2025	3 of 5

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LEGEND

BLDG.	BUILDING
B.P.	BRICK PAVERS
B.W.F.	BARBED WIRE FENCE
C.L.F.	CHAIN LINK FENCE
CMP	CORRUGATED METAL PIPE
C.R.S.	CATHODIC READING STATION
DOC.	DOCUMENT
E.M.	ELECTRIC METER
ELEC.	ELECTRIC
ESMT.	EASEMENT
G.C.B.	GATE CONTROL BOX
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.P.	POWER POLE
R.O.W.	RIGHT-OF-WAY
S.R.W.	STONE RETAINING WALL
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
W.I.F.	WROUGHT IRON FENCE
W.M.	WATER METER
( )	RECORD INFO FOR DOC. NO. 2000068029 O.P.R.W.C.
[ ]	RECORD INFO FOR DOC. NO. 2001071867 O.P.R.W.C.
{ }	RECORD INFO FOR DOC. NO. 2002036263 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
□	SET 1/2" IRON ROD W/CAP "BGE INC"
△	CALCULATED POINT
——X——	WIRE FENCE
——o——	METAL FENCE
——OHT——	OVERHEAD TELEPHONE
——OHP——	OVERHEAD POWER
——///	EDGE OF ASPHALT
10.3	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 22°13'25" E	15.03'
L2	N 21°39'01" W	151.02'
L3	N 68°20'59" E	20.00'
L4	S 21°39'01" E	137.88'
L5	S 22°13'25" E	1,247.78'
L6	S 22°13'25" E	24.76'
L7	S 21°39'01" E	55.43'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
L2	{N 19°35'37" W}	
	[N 19°35'37" W]	
L7	{S 19°35'37" E}	
	[S 19°35'37" E]	

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	457.31'	11,053.00'	2°22'14"	S 72°43'14" W	457.28'
C2	437.07'	11,038.00'	2°16'08"	N 72°40'29" E	437.05'

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 ● www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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EASEMENT PARCEL 332 PEC
0.220 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	02/05/2025	4 of 5

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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 FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-183865, DATED EFFECTIVE DECEMBER 18, 2024 AND ISSUED ON DECEMBER 30, 2024.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 625, PAGE 5, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.1 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE AND/OR SYSTEM EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE INC. AS DESCRIBED IN VOLUME 799, PAGE 635 AND VOLUME 799, PAGE 641 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.2 AN ELECTRIC LINE EASEMENT AND RIGHT OF WAY GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2018067188 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.4 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2010083083 OF THE OFFICIAL PUBLIC RECORDS OF 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. There are no visible encroachments, except as shown hereon.

STATE OF TEXAS
REGISTERED
DAMIAN G. FISHER
6928
PROFESSIONAL
LAND SURVEYOR

02/05/2025

DAMIAN G. FISHER RPLS NO. 6928
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400
EMAIL: DFISHER@BGEINC.COM

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502
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PARCEL PLAT SHOWING
EASEMENT PARCEL 332 PEC
0.220 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	02/05/2025	5 of 5

EXHIBIT B-7

County: Williamson
Parcel: 334 PEC
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 334 PEC

METES & BOUNDS DESCRIPTION FOR A 0.231 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 13.320 ACRE TRACT OF LAND AS CONVEYED JACK SCOTT BRADLEY, AMY L. BRADLEY AND BRIAN GREGORY HOLMES BY WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2000068029 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.231 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod with a cap stamped "J.E. GARON RPLS 4303" found at the northwest corner of above described Bradley and Holmes Tract, and at the northeast corner of a called 13.320 acre tract of land as conveyed to Brian Olson and Charity Olson by Warranty Deed with Vendor's Lien recorded in Document Number 2001071867 of the Official Public Records of Williamson County, Texas, from which a 1/2-inch iron rod with cap stamped "RJ Surveying" found at the northeast corner of said Bradley and Holmes Tract, bears N 68°57'46" E a distance of 445.24 feet; Thence, with the west line of said Bradley and Holmes Tract and the east line of said Olson Tract, S 22°13'25" E a distance of 1,090.58 feet to a calculated point for the northwest corner and **POINT OF BEGINNING** of the herein described tract, 390.22 feet left of FM 2243 baseline station 155+72.98;

THENCE, leaving the east line of said Olson Tract and over and across said Bradley and Holmes Tract the following six (6) courses:

1) N 67°49'13" E a distance of 20.00 feet to a calculated point for an exterior corner of the herein described tract, 392.25 feet left of FM 2243 baseline station 155+93.66;

2) S 22°13'25" E a distance of 158.48 feet to a calculated point at the beginning of a non-tangent curve to the left, for an interior corner of the herein described tract, 234.56 feet left of FM 2243 baseline station 156+10.04;

3) Along said curve to the left, an arc distance of 388.15 feet, having a radius of 11,038.00 feet, a central angle of 02°00'53" and a chord which bears N 70°25'44" E a distance of 388.13 feet to a calculated point of tangency, 247.76 feet left of FM 2243 baseline station 160+07.27;

4) N 69°25'18" E a distance of 15.13 feet to a calculated point for an interior corner of the herein described tract, 248.23 feet left of FM 2243 baseline station 160+22.77;

5) N 22°31'56" W a distance of 4.00 feet to a calculated point for an exterior corner of the herein described tract, 252.23 feet left of FM 2243 baseline station 160+22.50; and

6) N 69°25'18" E a distance of 33.35 feet to a calculated point on the east line of said Bradley and Holmes Tract and the west line of the remainder of Tract 4 of KITTIE HILL ACRES, a subdivision as recorded in Cabinet F, Slides 45 and 46 of the Plat Records of Williamson County, Texas, as conveyed to Heroway 15 LLC by Warranty Deed with Vendor's Lien recorded in Document Number 2022033215 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, 253.20 feet left of FM 2243 baseline station 160+56.67, from which a 1/2-inch iron rod found on the east line of said Bradley and Holmes Tract, at the northwest corner of said Tract 4, bears N 22°42'00" W a distance of 325.75 feet;

THENCE, with the east line of said Bradley and Holmes Tract and the west line of Tract 4, S 22°42'00" E a distance of 15.01 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,188,378.76, E: 3,087,098.52) set on the north right-of-way line of Hero Way (f/k/a County Road 269) (width varies) as dedicated by Document Number 2023098898 of the Official Public Records of Williamson County, Texas, at the southwest corner of the remainder of said Tract 4, and at the northwest corner of a called 0.325 acre tract of land described as Parcel 337 as dedicated in said Document Number 2023098898 of the Official Public Records of Williamson County, Texas, for the southeast corner of the herein described tract, 238.22 feet left of FM 2243 baseline station 160+57.66, from which a 1/2-inch iron rod found on the north right-of-way line of said Hero Way, at the southeast corner of said Bradley and Holmes Tract, and at the southwest corner of said Parcel 337, bears S 22°42'00" E a distance of 16.41 feet;

THENCE, leaving the north right-of-way line of said Hero Way and over and across said Bradley and Holmes Tract the following four (4) courses:

1) S 69°25'18" W a distance of 18.38 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an interior corner of the herein described tract, 237.70 feet left of FM 2243 baseline station 160+38.85;

2) S 22°31'56" E a distance of 4.00 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an exterior corner of the herein described tract, 233.71 feet left of FM 2243 baseline station 160+39.11;

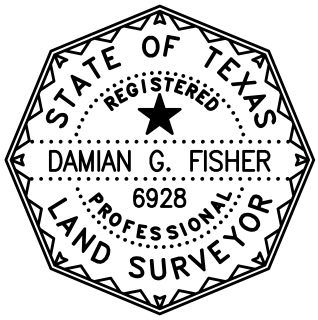
3) S 69°25'18" W a distance of 30.65 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for a point of curvature of a curve to the right, 232.76 feet left of FM 2243 baseline station 160+07.76; and

4) Along said curve to the right, an arc distance of 407.76 feet, having a radius of 11,053.00 feet, a central angle of 02°06'49" and a chord which bears S 70°28'42" W a distance of 407.73 feet to a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” set on the west line of said Bradley and Holmes Tract and the east line of said Olson Tract, for the southwest corner of the herein described tract, 218.89 feet left of FM 2243 baseline station 155+91.10, from which a 1/2-inch iron rod with a cap stamped “J.E. GARON RPLS 4303” found on the north right-of-way line of said Hero Way, at the southwest corner of said Bradley and Holmes Tract, and at the southeast corner of said Olson Tract, bears S 22°13'25" E a distance of 24.76 feet;

THENCE, with the west line of said Bradley and Holmes Tract and the east line of said Olson Tract, N 22°13'25" W, pass a 5/8-inch iron rod with cap stamped “SAM LLC” found at a distance of 71.23 feet, pass a 1/2-inch iron rod with cap stamped "BGE Inc" set at a distance of 100.22 feet, and continuing on for a total distance of 172.23 feet to the **POINT OF BEGINNING** and containing 0.231 acre (10,068 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.

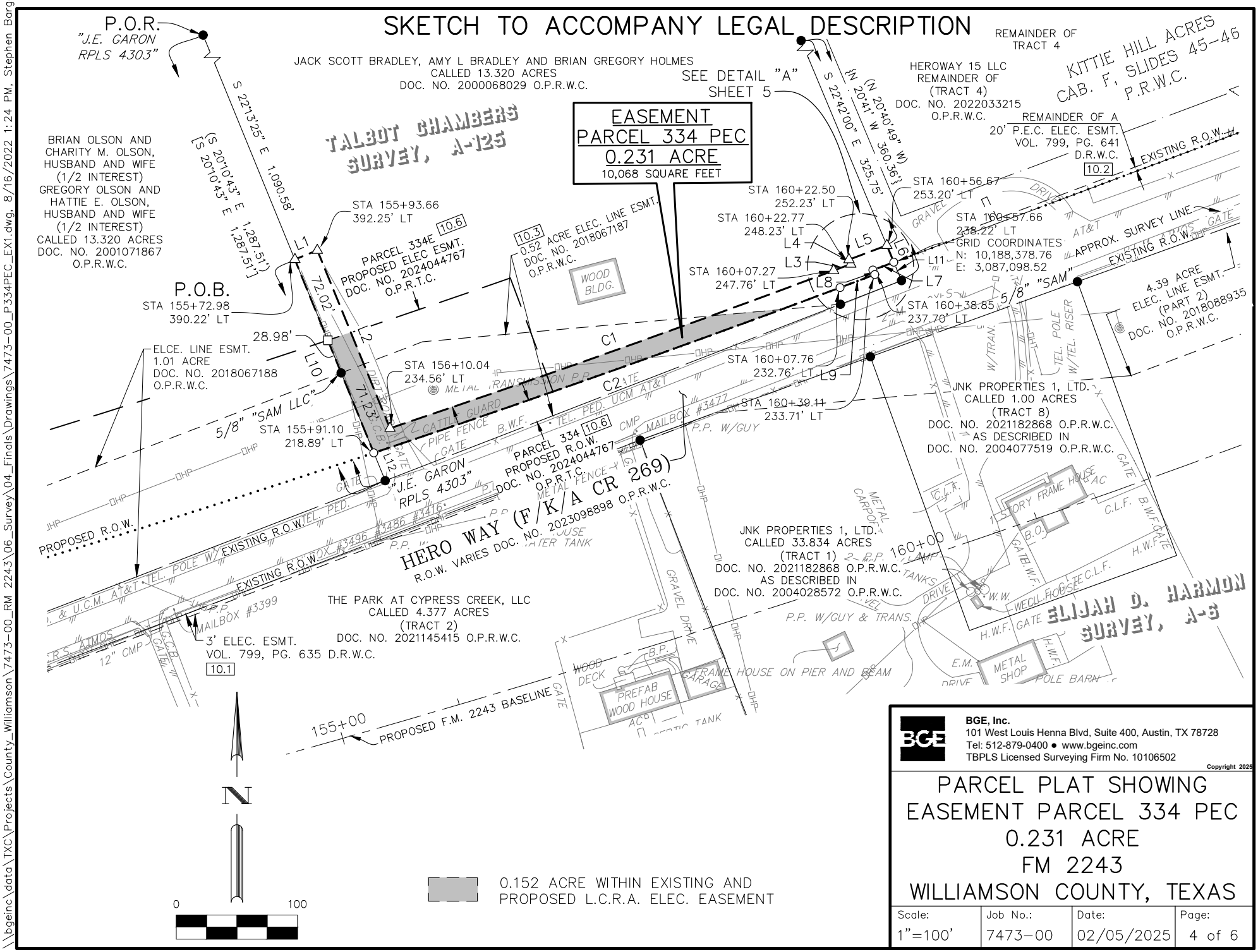
I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.



02/05/2025
Date

Damian G. Fisher RPLS Number 6928
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: February 5, 2025
Project Number: 7473-00



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Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING EASEMENT PARCEL 334 PEC 0.231 ACRE FM 2243 WILLIAMSON COUNTY, TEXAS

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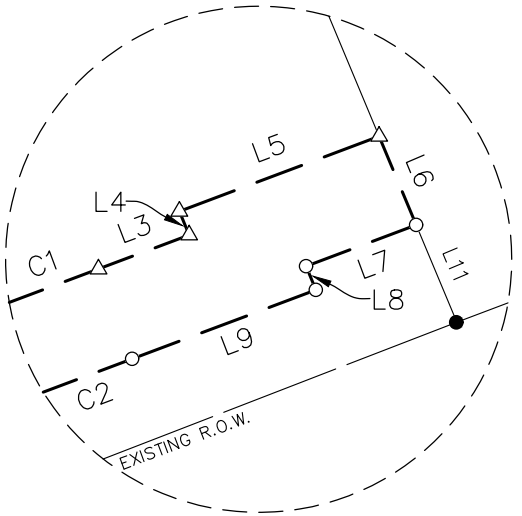
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LEGEND

BLDG.	BUILDING
B.P.	BRICK PAVERS
B.W.F.	BARBED WIRE FENCE
CAB.	CABINET
C.L.F.	CHAIN LINK FENCE
CMP	CORRUGATED METAL PIPE
C.R.S.	CATHODIC READING STATION
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
G.C.B.	GATE CONTROL BOX
H.W.F.	HOG WIRE FENCE
NO.	NUMBER
N.T.S.	NOT TO SCALE
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.P.	POWER POLE
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY
R.O.W.	RIGHT-OF-WAY
S.R.W.	STONE RETAINING WALL
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
W.M.	WATER METER
W.V.	WATER VALVE
W.W.	WATER WELL
( )	RECORD INFO FOR DOC. NO. 2000068029 O.P.R.W.C.
[ ]	RECORD INFO FOR DOC. NO. 2001071867 O.P.R.W.C.
{ }	RECORD INFO FOR DOC. NO. 2018067187 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
□	SET 1/2" IRON ROD W/CAP "BGE INC"
△	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 67°49'13" E	20.00'
L2	S 22°13'25" E	158.48'
L3	N 69°25'18" E	15.13'
L4	N 22°31'56" W	4.00'
L5	N 69°25'18" E	33.35'
L6	S 22°42'00" E	15.01'
L7	S 69°25'18" W	18.38'
L8	S 22°31'56" E	4.00'
L9	S 69°25'18" W	30.65'
L11	S 22°42'00" E	16.41'
L12	S 22°13'25" E	24.76'



DETAIL "A"
N.T.S.

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	388.15'	11,038.00'	2°00'53"	N 70°25'44" E	388.13'
C2	407.76'	11,053.00'	2°06'49"	S 70°28'42" W	407.73'

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 ● www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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FM 2243
WILLIAMSON COUNTY, TEXAS

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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 FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-183866, DATED EFFECTIVE DECEMBER 22, 2024 AND ISSUED ON DECEMBER 31, 2024.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 625, PAGE 5, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.1 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE AND/OR SYSTEM EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE INC. AS DESCRIBED IN VOLUME 799, PAGE 635 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

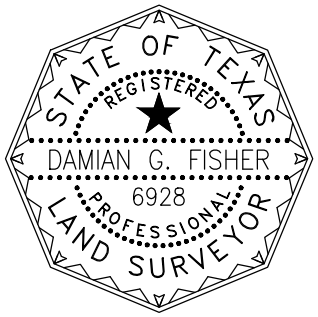
10.2 AN ELECTRIC TRANSMISSION LINE GRANTED TO PEDERNALES ELECTRIC COOPERATIVE INC. AS DESCRIBED IN VOLUME 799, PAGE 641 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.3 AN ELECTRIC LINE AERIAL EASEMENT GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2018067187 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.5 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2010083081 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.6 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES OF RECORD IN DOCUMENT NO. 2024044767 OF THE OFFICIAL PUBLIC RECORDS OF 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. There are no visible encroachments, except as shown hereon.



02/05/2025

DAMIAN G. FISHER RPLS NO. 6928
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400
EMAIL: DFISHER@BGEINC.COM

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
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EXHIBIT B-8

County: Williamson
Parcel: 337 PEC
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 337 PEC

METES & BOUNDS DESCRIPTION FOR A 0.281 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF TRACT 4 OF KITTIE HILL ACRES, A SUBDIVISION AS RECORDED IN CABINET F, SLIDES 45 AND 46 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AS CONVEYED TO HEROWAY 15 LLC BY WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2022033215 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.281 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod found on the east line of a called 13.320 acre tract of land as conveyed to Jack Scott Bradley, Amy L. Bradley and Brian Gregory Holmes by Warranty Deed with Vendor's Lien recorded in Document Number 2000068029 of the Official Public Records of Williamson County, Texas, at the northwest corner of the above described Tract 4, from which a leaning 1/2-inch iron rod found on the west right-of-way line of Winding Oak Drive (50 feet wide) as dedicated by said KITTIE HILL ACRES, at the northeast corner of said Tract 4, bears N 70°36'15" E a distance of 704.17 feet; Thence, with the west line of said Tract 4 and the east line of said Bradley and Holmes Tract, S 22°42'00" E a distance of 325.75 feet to a calculated point for the northwest corner and **POINT OF BEGINNING** of the herein described tract, 253.20 feet left of FM 2243 baseline station 160+56.67;

THENCE, leaving the east line of said Bradley and Holmes Tract and over and across said Tract 4, N 69°25'18" E a distance of 812.33 feet to a calculated point on the west right-of-way line of said Winding Oak Drive, for the northeast corner of the herein described tract, 257.00 feet left of FM 2243 baseline station 168+76.01;

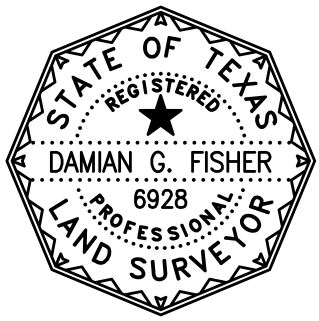
THENCE, with the west right-of-way line of said Winding Oak Drive and the east line of said Tract 4, S 39°34'43" E a distance of 15.86 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,188,665.87, E: 3,087,863.25) set at the intersection with the north right-of-way line of Hero Way (f/k/a County Road 269) (width varies) as dedicated by Document Numbers 2023087245 and 2023098898, both of the Official Public Records of Williamson County, Texas, at the southeast corner of the remainder of said Tract 4, and at the northeast corner of a called 0.325 acre tract of land described as Parcel 337 as dedicated in said Document Number 2023098898 of the Official Public Records of Williamson County, Texas, for the southeast corner of the herein described tract, 242.00 feet left of FM 2243 baseline station 168+81.17, from which a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set at the intersection of the east right-of-way line of said Winding Oak Drive and the north right-of-way line of said Hero Way, at the northwest corner of a called 0.176 acre tract of land described as Parcel 338 as dedicated in said Document Number 2023087245 of the Official Public Records of Williamson County, Texas, bears N 73°39'14" E a distance of 54.18 feet;

THENCE, with the north right-of-way line of said Hero Way and the south line of the remainder of said Tract 4, S 69°25'18" W a distance of 816.94 feet to a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” set on the east line of said Bradley and Holmes Tract, at the southwest corner of the remainder of said Tract 4, and at the northwest corner of said Parcel 337, for the southwest corner of the herein described tract, from which a 1/2-inch iron rod found on the north right-of-way line of said Hero Way, at the southeast corner of said Bradley and Holmes Tract, and at the southwest corner of said Parcel 337, bears S 22°42’00” E a distance of 16.41 feet;

THENCE, leaving the north right-of-way line of said Hero Way with the west line of said Tract 4 and the east line of said Bradley and Holmes Tract, N 22°42'00" W a distance of 15.01 feet to the **POINT OF BEGINNING** and containing 0.281 acre (12,220 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.



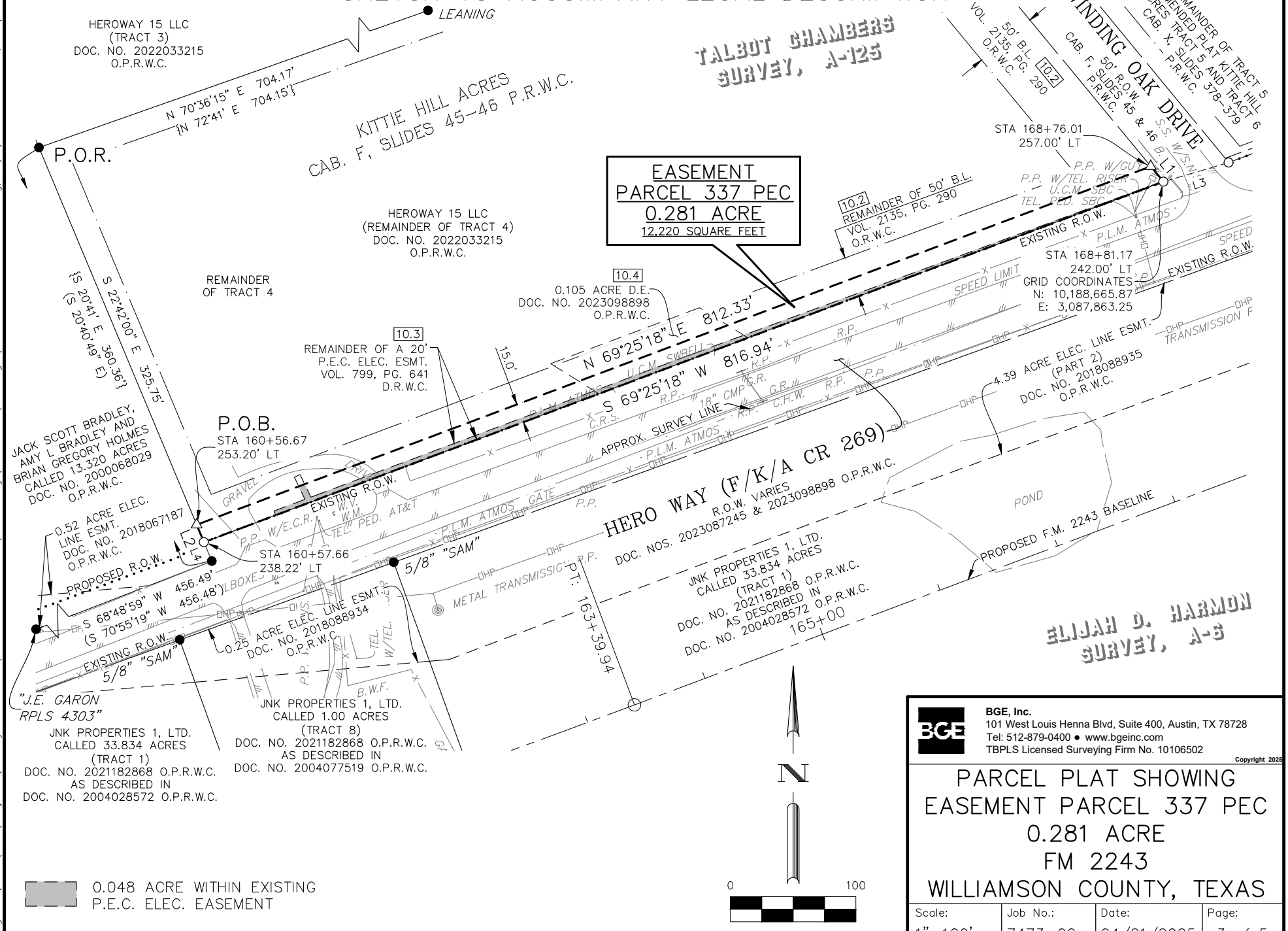
04/21/2025
Date

Damian G. Fisher RPLS Number 6928
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:	April 21, 2025
Project Number:	7473-00

\\bgeinc\data\TXC\Projects\County_Williamson\7473-00_RM 2243\06_Survey\04_Finals\Drawings\7473-00_P337PEC_EX1.dwg, 10/4/2024 11:16 AM, Stephen Borger

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
EASEMENT PARCEL 337 PEC
0.281 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	04/21/2025	3 of 5

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LEGEND

B.W.F.	BARBED WIRE FENCE
CAB.	CABINET
C.H.W.	CONCRETE HEADWALL
CMP	CORRUGATED METAL PIPE
C.R.S.	CATHODIC READING STATION
D.E.	DRAINAGE EASEMENT
DOC.	DOCUMENT
E.C.R.	ELECTRIC CONDUIT RISER
ESMT.	EASEMENT
G.P.	GATE POST
G.R.	GUARD RAIL
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
P.E.C.	PEDERNALES ELECTRIC COOPERATIVE
PED.	PEDESTAL
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY
R.O.W.	RIGHT-OF-WAY
R.P.	REFLECTOR POST
S.N.S.	STREET NAME SIGN
S.S.	STOP SIGN
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
W.M.	WATER METER
W.V.	WATER VALVE
( )	RECORD INFO FOR DOC. NO. 2000068029 O.P.R.W.C.
{ }	RECORD INFO FOR CAB. F, SLIDES 45-46 P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
——X——	WIRE FENCE
——OHT——	OVERHEAD TELEPHONE
——OHP——	OVERHEAD POWER
———///	EDGE OF ASPHALT

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 39°34'43" E	15.86'
L2	N 22°42'00" W	15.01'
L3	N 73°39'14" E	54.18'
L4	S 22°42'00" E	16.41'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	{S 37°24' E}	

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101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 ● www.bgeinc.com
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PARCEL PLAT SHOWING
EASEMENT PARCEL 337 PEC
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Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	04/21/2025	4 of 5

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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 FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-182754, DATED EFFECTIVE FEBRUARY 27, 2025 AND ISSUED ON MARCH 5, 2025.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN CABINET F, SLIDE 45, PLAT RECORDS, AND VOLUME 2135, PAGE 290, OFFICIAL RECORDS; DOCUMENT NO. 2015018800, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.1 ANY AND ALL EASEMENTS, BUILDING LINES AND CONDITIONS, COVENANTS AND RESTRICTIONS AS SET FORTH IN PLAT RECORDED IN CABINET F, SLIDE 45, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

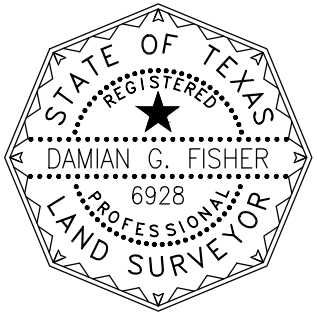
10.2 TERMS, CONDITIONS, PROVISIONS, EASEMENTS, BUILDING SETBACK LINES, RESTRICTIONS, RESERVATIONS AND OTHER MATTERS AS SET OUT IN VOLUME 2135, PAGE 290, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.3 AN ELECTRIC EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 641, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.4 A DRAINAGE EASEMENT AWARDED TO WILLIAMSON COUNTY, TEXAS, IN THAT CERTAIN JUDGEMENT IN ABSENCE OF OBJECTIONS ISSUED IN CAUSE NO. 23-0967-CC3, COUNTY COURT AT LAW NO. 3, WILLIAMSON COUNTY, TEXAS, AS RECORDED IN DOCUMENT NO. 2023098898 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.7 TERMS, CONDITIONS, AND STIPULATIONS IN THAT CERTAIN DEVELOPMENT AGREEMENT RECORDED IN DOCUMENT NO. 2010083091, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, NOT PLOTTABLE.

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. There are no visible encroachments, except as shown hereon.



04/21/2025

DAMIAN G. FISHER RPLS NO. 6928
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING
EASEMENT PARCEL 337 PEC
0.281 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	04/21/2025	3 of 5

EXHIBIT B-9

County: Williamson
Parcel: 339 PEC
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 339 PEC

METES & BOUNDS DESCRIPTION FOR A 0.070 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF TRACT 9, KITTIE HILL ACRES, A SUBDIVISION AS RECORDED IN CABINET F, SLIDES 45 AND 46 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AS CONVEYED TO TDW DEVELOPMENT, LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2023071363 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.070 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod found on the west line of the above described Tract 9 and the east line of Tract 5 of AMENDED PLAT KITTIE HILL ACRES TRACT 5 AND TRACT 6, a subdivision as recorded in Cabinet X, Slides 378 and 379 of the Plat Records of Williamson County, Texas, as conveyed to Zoomers Investment Group LLC by Special Warranty Deed with Vendor's Lien recorded in Document Number 2021055330 of the Official Public Records of Williamson County, Texas, at the northeast corner of original Tract 5 of said KITTIE HILL ACRES, from which a 1/2-inch iron rod found on the west line of Tract 8 of said KITTIE HILL ACRES, at the northeast corner of said Tract 5, bears N 20°59'09" W a distance of 226.19 feet; Thence, with the west line of said Tract 9 and the east line of said Tract 5, S 21°01'05" E a distance of 390.61 feet to a calculated point for the northwest corner and **POINT OF BEGINNING** of the herein described tract, 253.00 feet left of FM 2243 baseline station 173+84.46;

THENCE, leaving the east line of said Tract 5 and over and across said Tract 9 the following five (5) courses:

1) N 69°25'18" E a distance of 106.22 feet to a calculated point for the beginning of a non-tangent curve to the right, 253.00 feet left of FM 2243 baseline station 174+90.68;

2) Along said curve to the right, an arc distance of 113.63 feet, having a radius of 8,162.00 feet, a central angle of 00°47'52" and a chord which bears N 69°50'47" E a distance of 113.63 feet to a calculated point at the beginning of a non-tangent curve to the right, for the northeast corner of the herein described tract, 252.16 feet left of FM 2243 baseline station 176+04.31;

3) Along said curve to the right, an arc distance of 38.36 feet, having a radius of 1,320.00 feet, a central angle of 01°39'54" and a chord which bears S 47°06'09" W a distance of 38.36 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,188,903.42, E: 3,088,508.49) set at the beginning of a non-tangent curve to the left, for the southeast corner of the herein described tract, 237.59 feet left of FM 2243 baseline station 175+68.82;

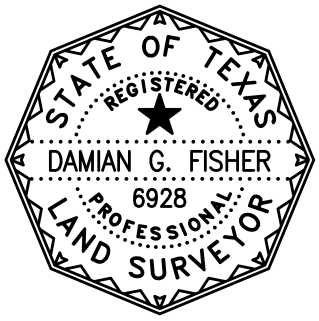
4) Along said curve to the left, an arc distance of 78.15 feet, having a radius of 8,147.00 feet, a central angle of 00°32'59" and a chord which bears S 69°43'20" W a distance of 78.15 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 238.00 feet left of FM 2243 baseline station 174+90.68; and

5) S 69°25'18" W a distance of 106.10 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the north right-of-way line of Hero Way (f/k/a County Road 269) (width varies) as dedicated by Document Number 2023087245 of the Official Public Records of Williamson County, Texas, and the west line of said Tract 9, at the southeast corner of the remainder of said Tract 5, and at the northeast corner of a called 0.176 acre tract of land described as Parcel 338 as dedicated in said Document Number 2023087245 of the Official Public Records of Williamson County, Texas, for the southwest corner of the herein described tract, 238.00 feet left of FM 2243 baseline station 173+84.58, from which a 1/2-inch iron rod found on the north right-of-way line of said Hero Way, at the southwest corner of said Tract 9, and at the southeast corner of said Parcel 338, bears S 21°01'05" E a distance of 19.19 feet;

THENCE, leaving the north right-of-way line of said Hero Way, with the west line of said Tract 9 and the east line of said Tract 5, N 21°01'05" W a distance of 15.00 feet to the **POINT OF BEGINNING** and containing 0.070 acre (3,035 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.

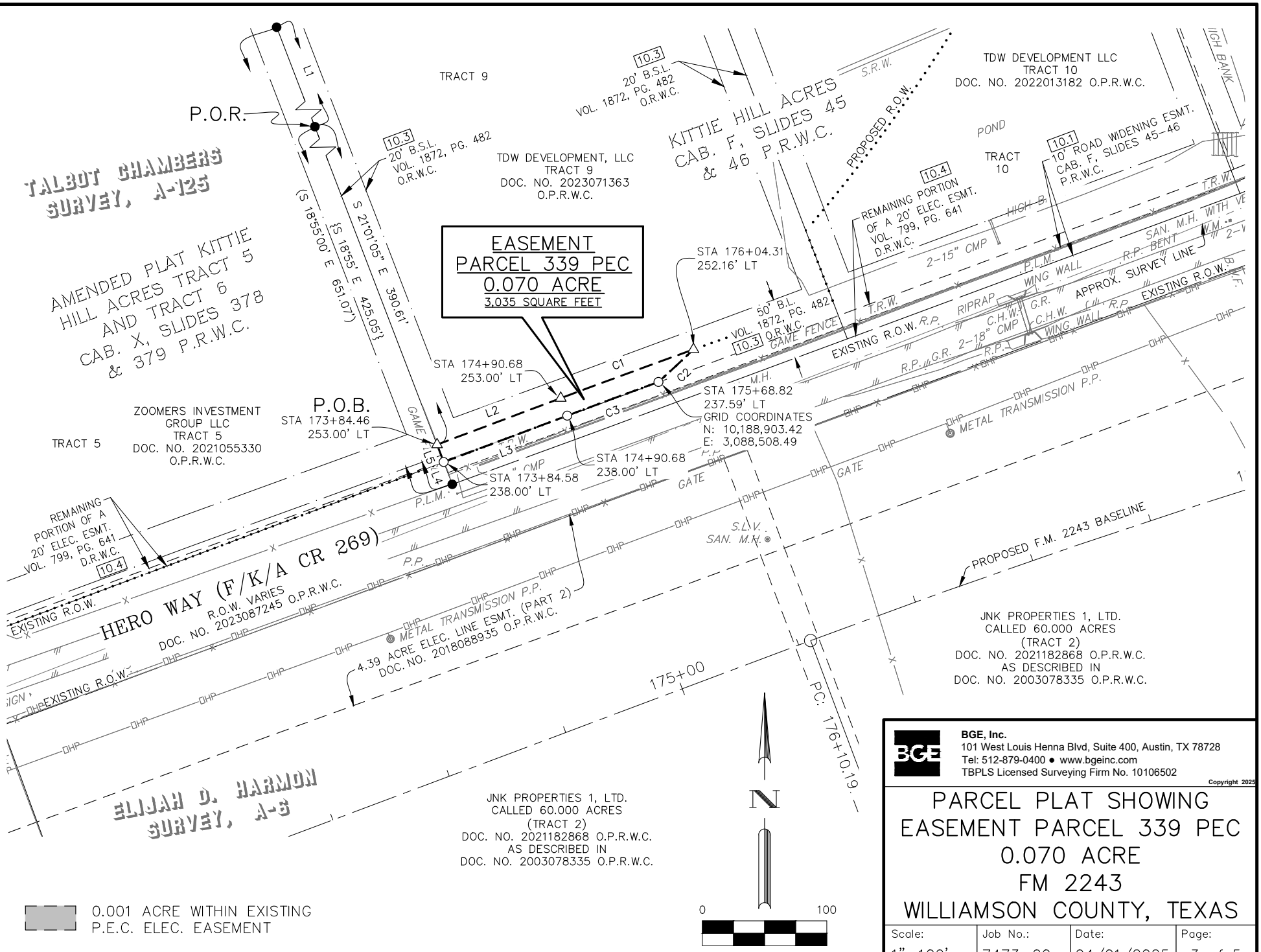
I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.



04/01/2025
Date

Damian G. Fisher RPLS Number 6928
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: April 1, 2025
Project Number: 7473-00



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101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING EASEMENT PARCEL 339 PEC 0.070 ACRE FM 2243 WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
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LEGEND

CAB.	CABINET
C.H.W.	CONCRETE HEADWALL
CMP	CORRUGATED METAL PIPE
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
ELEC.	ELECTRIC
ESMT.	EASEMENT
G.R.	GUARD RAIL
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.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY
RCP	REINFORCED CONCRETE PIPE
R.O.W.	RIGHT-OF-WAY
R.P.	REFLECTOR POST
SAN.	SANITARY
S.L.V.	SANITARY LINE VENT
T.R.W.	TIMBER RETAINING WALL
VOL.	VOLUME
W.M.	WATER METER
W.V.	WATER VALVE
( )	RECORD INFO FOR CAB. X, SLIDES 378-379 P.R.W.C.
{ }	RECORD INFO FOR CAB. F, SLIDES 45-46 P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
——X——	WIRE FENCE
——OHT——	OVERHEAD TELEPHONE
——OHP——	OVERHEAD POWER
———//	EDGE OF ASPHALT
10.9	SCHEDULE B ITEM

CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	113.63'	8,162.00'	0°47'52"	N 69°50'47" E	113.63'
C2	38.36'	1,320.00'	1°39'54"	S 47°06'09" W	38.36'
C3	78.15'	8,147.00'	0°32'59"	S 69°43'20" W	78.15'

LINE TABLE

NUMBER	BEARING	DISTANCE
L1	N 20°59'09" W	226.19'
L2	N 69°25'18" E	106.22'
L3	S 69°25'18" W	106.10'
L4	S 21°01'05" E	19.19'
L5	N 21°01'05" W	15.00'

BGE, Inc.
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Tel: 512-879-0400 ● www.bgeinc.com
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1"=100'	7473-00	04/01/2025	4 of 5

\\bgeinc\data\TXC\Projects\County_Williamson\7473-00_RM 2243\06_Survey\04_Finals\Drawings\7473-00_P339PEC_EX1.dwg, 9/8/2023 2:02 PM, Stephen Barger

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 FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-183533, DATED EFFECTIVE FEBRUARY 26, 2025 AND ISSUED ON MARCH 5, 2025.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN CABINET F, SLIDE 45, PLAT RECORDS, AND VOLUME 1872, PAGE 482, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, AND DOCUMENT NUMBERS 2015078669 AND 2016096986, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.1 ANY AND ALL EASEMENTS, BUILDING LINES AND CONDITIONS, COVENANTS AND RESTRICTIONS AS SET FORTH IN PLAT RECORDED IN CABINET F, SLIDE 45, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

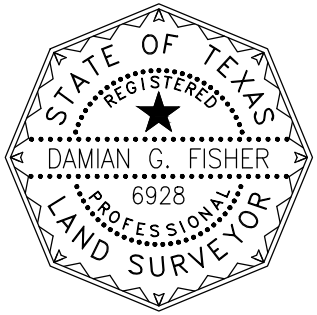
10.2 AIR SPACE EASEMENT AS SET FORTH IN INSTRUMENT RECORDED IN VOLUME 1872, PAGE 482 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT. (BLANKET)

10.3 BUILDING SETBACK LINE(S) AS PROVIDED IN RESTRICTIONS OF RECORD IN VOLUME 1872, PAGE 482 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.4 AN ELECTRIC TRANSMISSION EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 641, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.8 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2010083086 OF THE OFFICIAL PUBLIC RECORDS OF 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. There are no visible encroachments, except as shown hereon.



04/01/2025

DAMIAN G. FISHER RPLS NO. 6928
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
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PARCEL PLAT SHOWING
EASEMENT PARCEL 339 PEC
0.070 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	04/01/2025	5 of 5

Commissioners Court - Regular Session **60.**

Meeting Date: 06/24/2025

CR 101 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 2 agreed final judgments with Sam McFarlin to acquire 1.264 AC (Parcel 27) and 2.618 AC (Parcel 28) needed as right of way on the CR 101 project. Funding Source: Road Bond P596

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Judgment

Judgment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	06/18/2025 09:51 AM
Form Started By: Charlie Crossfield		Started On: 06/18/2025 09:36 AM
Final Approval Date: 06/18/2025		

CR 101—Parcel 27

CAUSE NO. 17-1664-CC3

WILLIAMSON COUNTY, TEXAS Condemnor	§ §	IN THE COUNTY COURT
V.	§ §	AT LAW NO. THREE
SAM MCFARLIN Condemnee	§ §	WILLIAMSON COUNTY, TEXAS

AGREED FINAL JUDGMENT

The parties to this lawsuit have agreed to compromise and settle all issues in this lawsuit and request 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 title in and to approximately 1.264-acres (Parcel 27) 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 (the "Property"), and as further described in Plaintiff's Original Petition For Condemnation filed among the papers of this cause on October 17, 2017, and any amendments thereto; excluding all the groundwater, oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such groundwater, oil, gas, and sulphur of ingress or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, be vested in **WILLIAMSON COUNTY, TEXAS**, and its assigns for the purpose of providing, enlarging, improving, constructing, reconstructing, realigning, widening, and/or maintaining improvements to the CR 101 Road 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 any damages (if any) to any remaining property of SAM MCFARLIN (collectively "CONDEMNEE"), that Condemnee shall recover from Condemnor the total sum of **SIXTY-TWO THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS ($62,700.00)**, of which total amount the parties agree:

1. THIRTY-FOUR THOUSAND NINE HUNDRED SIX AND 00/100 DOLLARS ($34,906.00) was previously deposited with the court on or about January 18, 2018, pursuant to the written Award of Special Commissioners filed among the paper of this cause on or about January 11, 2018, which amount shall be credited towards the total compensation; and

2. the remaining unpaid balance of **TWENTY-SEVEN THOUSAND SEVEN HUNDRED NINETY-FOUR AND 00/100 DOLLARS ($27,794)** is now due and owing from Condemnor to Condemnees in full satisfaction of this judgment.

It is further ORDERED that the Condemnor shall pay Condemnees the unpaid balance of **TWENTY-SEVEN THOUSAND SEVEN HUNDRED NINETY-FOUR AND 00/100 DOLLARS ($27,794)** as full compensation for the condemnation of the Property. Post-judgment interest is tolled for a period of 60 days after the Court signs this judgment. If Condemnor fails to pay the unpaid balance within 60 days of the Court signing this judgment, Condemnees shall be entitled to post-judgment interest only on the unpaid balance at the statutory rate of 7.5% per annum, compounded annually, from the 61st day after the judgment is signed by the Court until payment is made.

Plaintiff shall make such check or warrant payable to "Barron, Adler, Clough & Oddo, PLLC, Client Trust Account f/b/o Sam McFarlin," and deliver such payment to Barron, Adler, Clough & Oddo, PLLC, at 808 Nueces Street, Austin, Texas 78701; and that counsel for Condemnee shall sign a release of judgment within 30 days of a request by the Condemnor, which may be duly recorded in the deed records of Williamson County, Texas. In the event

Condemnees are unable to provide necessary documents to effectuate payment, or be available to accept payment, as directed above, Condemnor may deposit the unpaid balance in the registry of the Court to satisfy this judgment.

It is further ORDERED that upon payment by the Condemnor of the unpaid balance, the Condemnor shall stand RELEASED and DISCHARGED of its constitutional obligation to pay adequate compensation for the condemnation for public use of the Property.

It is further ORDERED that all costs of Court are hereby adjudged against the party incurring said costs.

It is, finally, ORDERED that this Agreed Final Judgment disposes of all parties and claims raised in this cause and is appealable. All relief not expressly granted is denied.

SIGNED this _____ day of _____, 2025.

_____
Judge Presiding

[parties signature pages follow]

PREPARED BY AND APPROVED AS TO SUBSTANCE AND FORM:

/s/ John Kelley

John Kelley
SBN: 24089109
john@scrrlaw.com
(512) 255-8877
(512) 255-8986 (fax)
Sheets & Crossfield, P.L.L.C.
309 East Main Street
Round Rock, Texas 78664

ATTORNEY FOR CONDEMNOR
WILLIAMSON COUNTY, TEXAS

AGREED AS TO SUBSTANCE AND FORM:



Nicholas P. Laurent
SBN: 24065591
Barron, Adler, Clough & Oddo, PLLC
808 Nueces Street,
Austin, Texas 78701
laurent@barronadler.com
Office: (512) 478-4995
Fax: (512) 478-6022

ATTORNEY FOR CONDEMNEE
SAM MCFARLIN

AGREED AND ACCEPTED:

Williamson County, Texas

By: _____

Print/title: _____

Date: _____

EXHIBIT A

County: Williamson
Parcel: 27
Highway: C.R. 101

PROPERTY DESCRIPTION FOR
PARCEL 27

DESCRIPTION OF A 1.264 ACRE (55,046 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213, IN WILLIAMSON COUNTY, TEXAS, BEING PORTIONS OF THAT CALLED 4.26 ACRE TRACT OF LAND CONVEYED TO SAM McFARLIN AND WIFE JOYCE McFARLIN BY INSTRUMENT RECORDED IN VOLUME 979, PAGE 471 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND OF THAT CALLED 3.86 ACRE TRACT OF LAND CONVEYED TO SAM McFARLIN AND WIFE JOYCE McFARLIN BY INSTRUMENT RECORDED IN VOLUME 586, PAGE 989 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.264 ACRE (55,046 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at an iron rod with aluminum cap stamped "REF/WITNESS" set, 110.00 feet right of proposed County Road (C.R.) 101 baseline station 121+48.03, in the common boundary line of said 3.86 acre tract, and said 4.26 acre tract;

THENCE, with said common boundary line, S 69°19'30" W for a distance of 50.00 feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set, 60.00 feet right of proposed C.R. 101 baseline station 121+49.22, having grid coordinates of N=10,186,943.47 E=3,189,171.04 in the proposed easterly Right-of-Way (ROW) line of CR 101, for the **POINT OF BEGINNING** of the herein described tract;

THENCE, departing said 4.26 acre tract, through the interior of said 3.86 acre tract, with said proposed easterly ROW line, the following two (2) courses:

1. **S 22°02'21" E,** for a distance of **175.94** feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set, 60.00 feet right of proposed C.R. 101 baseline station 119+73.28, for an angle point;

2. **S 67°06'47" E,** for a distance of **47.68** feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set, 93.77 feet right of proposed C.R. 101 baseline station 119+39.61, in the existing northerly ROW line of C.R. 369 (variable width right-of-way), for the southeasterly corner of the herein described tract, and from which a 2" (center of three) pipe fence post, being the southeasterly corner of said 4.26 acre tract, same being the most southerly southwesterly corner of that called 51.49 acre tract of land conveyed to Joyce W. McFarlin by instrument recorded in Volume 1832, Page 825 of the Official Records of Williamson County, Texas, bears along said northerly ROW line, N 68°44'01" E, at a distance of 797.04 feet;

3. **THENCE**, with the common line of said northerly ROW line and the southerly boundary line of said 3.86 acre tract, **S 68°44'01" W,** for a distance of **113.95** feet to a calculated point at the intersection of said northerly ROW line of C.R. 369 and the existing easterly ROW line of said C.R. 101, for the southwesterly corner of said 3.86 acre tract and the herein described tract;

4. **THENCE**, departing said existing northerly ROW line of C.R. 369, with the westerly boundary line of said 3.86 acre tract, same being the existing easterly ROW line of C.R. 101, **N 22°11'20" W**, at a distance of 210.00 feet, pass the southwesterly corner of said 4.26 acre tract, same being the northwesterly corner of said 3.86 acre tract and continuing for a total distance of **678.83** feet to a calculated point, being the southwesterly corner of a 51.49 acre tract of land conveyed to Joyce W. McFarlin by instrument recorded in Volume 1832, Page 825 of the Official Records of Williamson County, Texas, same being the northwesterly corner of said 4.26 acre tract, for the northwesterly corner of the herein described tract;

5. **THENCE**, departing said existing easterly ROW line of C.R. 101, with the common boundary line of said 4.26 acre tract and said 51.49 acre tract, **S 77°51'38" E** for a distance of **114.53** feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set, 72.78 feet right of proposed C.R. 101 baseline station 125+55.63 in said proposed easterly ROW line, for the northeasterly corner of the herein described tract;

THENCE, departing said 51.49 acre tract, through the interior of said 4.26 acre tract, with said proposed easterly ROW line, the following two (2) courses:

6. **S 19°10'27" E** for a distance of **255.95** feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set, 60.00 feet right of proposed C.R. 101 baseline station 123+00.00, for an angle point;

7. **S 22°02'12" E** for a distance of **150.78** feet to the **POINT OF BEGINNING**, containing 1.264 acres (55,046 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, Lawrence M. Russo, 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 Round Rock, Williamson County, Texas.

Lawrence M. Russo 12/06/2016

Lawrence M. Russo
Registered Professional Land Surveyor No. 5050
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date

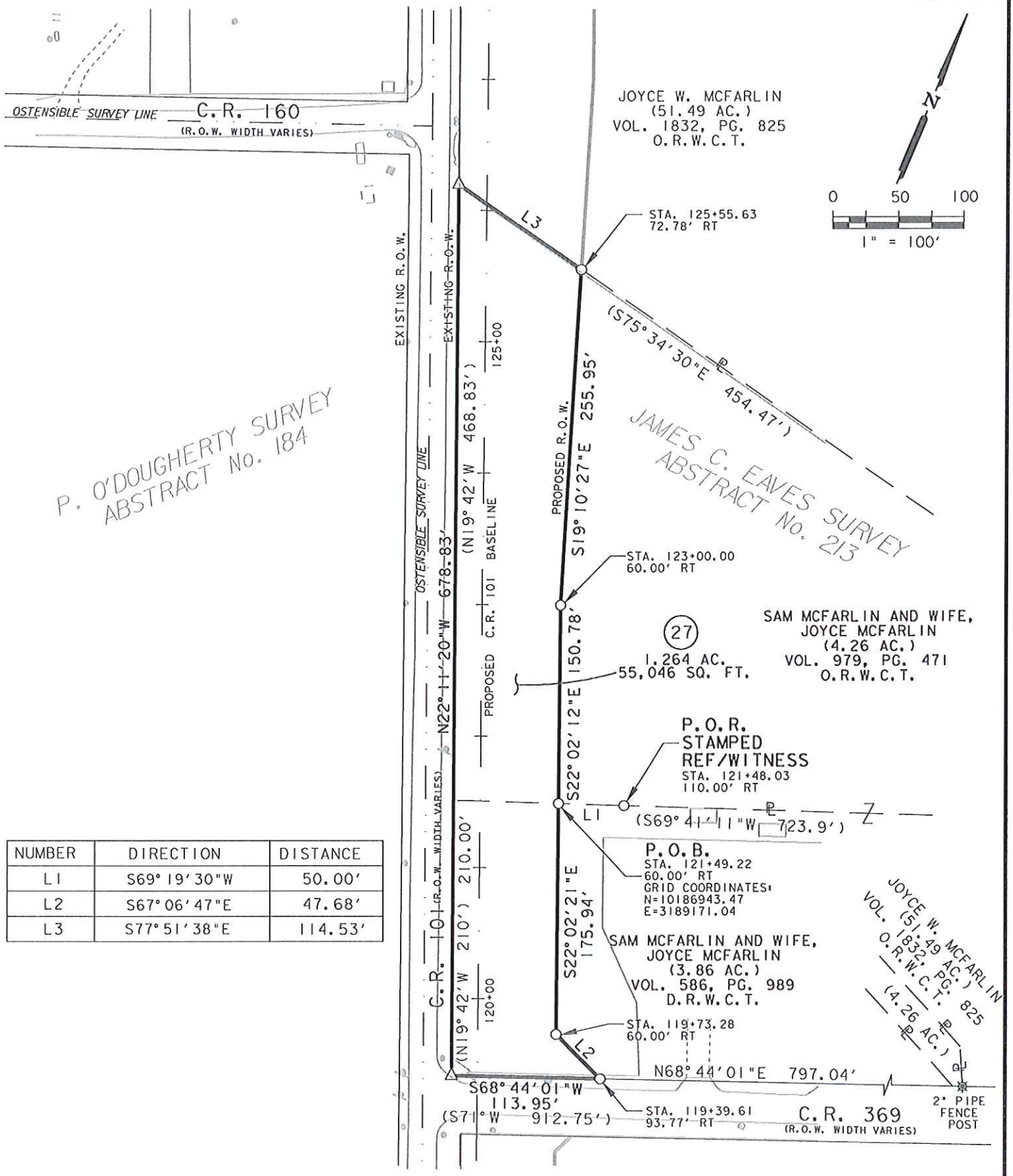


S:_BROWN&GAY\CR 101\PARCELS\ PARCEL 27-McFARLIN-REV.doc

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

REV: 12/06/16
PAGE 3 OF 4



NUMBER	DIRECTION	DISTANCE
L1	S69° 19' 30"W	50.00'
L2	S67° 06' 47"E	47.68'
L3	S77° 51' 38"E	114.53'

INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

SAM MCFARLIN AND WIFE, JOYCE MCFARLIN

SCALE	PROJECT	COUNTY
1" = 100'	CR 101	WILLIAMSON

PARCEL 27

S:*BROWN&GAY\CR101\PARCELS\PARCEL 27-McFARLIN\MCFARLIN-25-27-COMBINED.dgn

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

✱	FENCE CORNER POST FOUND
●	1/2" IRON ROD FOUND UNLESS NOTED
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP
✪	COTTON GIN SPINDLE FOUND
◉	1/2" IRON PIPE FOUND UNLESS NOTED
×	X CUT FOUND
▲	60/D NAIL FOUND
△	CALCULATED POINT
○	1/2" IRON ROD W/ ALUMINUM CAP STAMPED "WILCO-ROW-5050" SET (UNLESS NOTED OTHERWISE)
℄	CENTER LINE
ℙ	PROPERTY LINE
( )	RECORD INFORMATION
—/\—	LINE BREAK
	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 1622839-GTN, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JULY 13, 2016, ISSUE DATE JULY 22, 2016 AND GF NO. 1622926-GTN, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JULY 14, 2016, ISSUE DATE JULY 25, 2016.

10E. EASEMENT TO TEXAS POWER & LIGHT COMPANY, (GF NO. 1622839 & 1622926) RECORDED IN VOLUME 287, PAGE 61, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

F. EASEMENT TO TEXAS POWER & LIGHT COMPANY, (GF NO. 1622839 & 1622926) RECORDED IN VOLUME 286, PAGE 426, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

G. EASEMENT TO TEXAS POWER & LIGHT COMPANY, (GF NO. 1622839 & 1622926) RECORDED IN VOLUME 355, PAGE 547, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

H. EASEMENT TO TEXAS POWER & LIGHT COMPANY, (GF NO. 1622839 & 1622926) RECORDED IN VOLUME 337, PAGE 233, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. EASEMENT TO JONAH WATER SUPPY CORPORATION, (GF NO. 1622839 & 1622926) RECORDED IN VOLUME 563, PAGE 705, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

J. (GF NO. 1622839) TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT, RECORDED IN DOCUMENT NO. 2010063262 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

J. (GF NO. 1622826) EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 613, PAGE 340, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

K. (GF NO. 1622839) NOTICE REGARDING ORDINANCE 2010-30, RECORDED IN DOCUMENT NO. 2010063291, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

K. (GF NO. 1622826) TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT, RECORDED IN DOCUMENT NO. 2010063271 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

L. (GF NO. 1622839) INCLUSION WITHIN THE LOWER BRUSHY CREEK WATER CONTROL & IMPROVEMENT DISTRICT, SUBJECT TO IF APPLICABLE.

L. (GF NO. 1622826) NOTICE REGARDING ORDINANCE 2010-30, RECORDED IN DOCUMENT NO. 2010063291, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

M. (GF NO. 1622826) INCLUSION WITHIN THE LOWER BRUSHY CREEK WATER CONTROL & IMPROVEMENT DISTRICT, SUBJECT TO IF APPLICABLE.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

Lawrence M. Russo 12/06/2016

LAWRENCE M. RUSSO DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS
REGISTERED
LAWRENCE M. RUSSO
5050
PROFESSIONAL
LAND SURVEYOR

	ACRES	SQUARE FEET
ACQUISITION	1.264	55,046
CALC/DEED AREA	8.12	353,707
REMAINDER AREA	6.856	298,661

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

SAM MCFARLIN AND WIFE, JOYCE MCFARLIN

SCALE	PROJECT	COUNTY
1" = 100'	CR 101	WILLIAMSON

PARCEL 27

S:*BROWN&GAY\CR101\PARCELS\PARCEL 27-McFARLIN\MCFARLIN-25-27-COMBINED.dgn

CR 101—Parcel 28

CAUSE NO. 17-1883-CC3

WILLIAMSON COUNTY, TEXAS Condemnor	§ §	IN THE COUNTY COURT
V.	§ §	AT LAW NO. THREE
SAM MCFARLIN Condemnee	§ §	WILLIAMSON COUNTY, TEXAS

AGREED FINAL JUDGMENT

The parties to this lawsuit have agreed to compromise and settle all issues in this lawsuit and request 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 title in and to approximately 2.618-acres (Parcel 28) 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 (the "Property"), and as further described in Plaintiff's Original Petition For Condemnation filed among the papers of this cause on December 1, 2017, and any amendments thereto; excluding all the groundwater, oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such groundwater, oil, gas, and sulphur of ingress or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, be vested in **WILLIAMSON COUNTY, TEXAS**, and its assigns for the purpose of providing, enlarging, improving, constructing, reconstructing, realigning, widening, and/or maintaining improvements to the CR 101 Road 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 any damages (if any) to any remaining property of SAM MCFARLIN (collectively "CONDEMNEE"), that Condemnee shall recover from Condemnor the total sum of **ONE HUNDRED TWENTY-SEVEN THOUSAND THREE HUNDRED AND 00/100 DOLLARS ($127,300.00)**, of which total amount the parties agree:

1. THIRTY-FIVE THOUSAND FIVE HUNDRED THIRTY-SEVEN AND 00/100 DOLLARS ($35,537.00) was previously deposited with the court on or about March 19, 2019, pursuant to the written Award of Special Commissioners filed among the paper of this cause on or about February 16, 2018, which amount shall be credites towards the total compensation; and

2. the remaining unpaid balance of **NINETY-ONE THOUSAND SEVEN HUNDRED SIXTY-THREE AND 00/100 DOLLARS ($91,763.00)** is now due and owning from Condemnor to Condemnee in full satisfaction of this judgment.

It is further ORDERED that the Condemnor shall pay Condemnees the unpaid balance of **NINETY-ONE THOUSAND SEVEN HUNDRED SIXTY-THREE AND 00/100 DOLLARS ($91,763.00)** as full compensation for the condemnation of the Property. Post-judgment interest is tolled for a period of 60 days after the Court signs this judgment. If Condemnor fails to pay the unpaid balance within 60 days of the Court signing this judgment, Condemnees shall be entitled to post-judgment interest only on the unpaid balance at the statutory rate of 7.5% per annum, compounded annually, from the 61st day after the judgment is signed by the Court until payment is made.

Plaintiff shall make such check or warrant payable to "Barron, Adler, Clough & Oddo, PLLC, Client Trust Account f/b/o Sam McFarlin," and deliver such payment to Barron, Adler, Clough & Oddo, PLLC, at 808 Nueces Street, Austin, Texas 78701; and that counsel for Condemnee shall sign a release of judgment within 30 days of a request by the Condemnor, which may be duly recorded in the deed records of Williamson County, Texas. In the event

Condemnees are unable to provide necessary documents to effectuate payment, or be available to accept payment, as directed above, Condemnor may deposit the unpaid balance in the registry of the Court to satisfy this judgment.

It is further ORDERED that upon payment by the Condemnor of the unpaid balance, the Condemnor shall stand RELEASED and DISCHARGED of its constitutional obligation to pay adequate compensation for the condemnation for public use of the Property.

It is further ORDERED that all costs of Court are hereby adjudged against the party incurring said costs.

It is, finally, ORDERED that this Agreed Final Judgment disposes of all parties and claims raised in this cause and is appealable. All relief not expressly granted is denied.

SIGNED this _____ day of _____, 2025.

_____
Judge Presiding

[parties signature pages follow]

PREPARED BY AND APPROVED AS TO SUBSTANCE AND FORM:

/s/ John Kelley
John Kelley
SBN: 24089109
john@scrrlaw.com
(512) 255-8877
(512) 255-8986 (fax)
Sheets & Crossfield, P.L.L.C.
309 East Main Street
Round Rock, Texas 78664

ATTORNEY FOR CONDEMNOR
WILLIAMSON COUNTY, TEXAS

AGREED AS TO SUBSTANCE AND FORM:



Nicholas P. Laurent
SBN: 24065591
Barron, Adler, Clough & Oddo, PLLC
808 Nueces Street,
Austin, Texas 78701
laurent@barronadler.com
Office: (512) 478-4995
Fax: (512) 478-6022

ATTORNEY FOR CONDEMNEE
SAM MCFARLIN

AGREED AND ACCEPTED:

Williamson County, Texas

By: _____

Print/title: _____

Date: _____

EXHIBIT A

County: Williamson
Highway: C.R. 101
Parcel: 28

PROPERTY DESCRIPTION FOR
PARCEL 28

DESCRIPTION OF A 2.618 ACRE (114,041 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 51.49 ACRE TRACT OF LAND CONVEYED TO JOYCE W. McFARLIN BY INSTRUMENT RECORDED IN VOLUME 1832, PAGE 825 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 2.618 ACRE (114,041 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at an iron rod with aluminum cap stamped "REF/WITNESS" set 110.00 feet right of proposed County Road (C.R.) 101 baseline station 137+64.23 in the common boundary line of that called 46.99 acre tract of land conveyed to Wendy Ann Wendland and Ryan A. Wendland by instrument recorded in Document No. 2007085821 of the Official Public Records of Williamson County, Texas, and the said 51.49 acre tract;

Thence, with said common boundary line, S 67°19'43" W for a distance of 50.00 feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set, 60.00 feet right of proposed C.R. 101 baseline station 137+63.68, having grid coordinates of N=10,188,439.79, E=3,188,565.36, in the proposed easterly Right-of-Way (ROW) line of CR 101 (variable width ROW), for northeasterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing said 46.99 acre tract, through the interior of said 51.49 acre tract, with said proposed easterly ROW line, the following four (4) courses:

1. **S 22°02'12" E** for a distance of **263.68** feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set 60.00 feet right of proposed C.R. 101 baseline station 135+00.00, for an angle point;

2. **S 27°44'50" E** for a distance of **201.00** feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set 80.00 feet right of proposed C.R. 101 baseline station 133+00.00, for an angle point;

3. **S 22°02'12" E** for a distance of **600.00** feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set 80.00 feet right of proposed C.R. 101 baseline station 127+00.00, for an angle point;

4. **S 19°10'27" E** for a distance of **144.55** feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set 72.78 feet right of proposed C.R. 101 baseline station 125+55.63, in the southerly boundary line of said 51.49 acre tract, same being the northerly boundary line of that called 4.26 acre tract of land conveyed to Sam McFarlin and Wife, Joyce McFarlin by instrument recorded in Volume 979, Page 471 of the Official Records of Williamson County, Texas, for the southeasterly corner of the herein described tract;

5. **THENCE**, departing said proposed easterly ROW line, with the common boundary line of said 51.49 acre tract and said 4.26 acre tract, **N 77°51'38" W,** for a distance of **114.53** feet to a calculated point in the existing easterly ROW line of C.R. 101 (variable width ROW), being the southwesterly corner of said 51.49 acre tract, same being the northwesterly corner of said 4.26 acre tract, for the southwesterly corner of the herein described tract;

6. **THENCE**, departing said 4.26 acre tract, with the common boundary line of said 51.49 acre tract and said existing easterly ROW line of C.R. 101, **N 22°11'20" W** for a distance of **1142.77** feet to a 2" pipe post found (+/- 6 feet tall), being the northwesterly corner of said 51.49 acre tract, same being the southwesterly corner of said 46.99 acre tract, for the northwesterly corner of the herein described tract;

7. **THENCE**, departing said existing ROW line, with the common boundary line of said 51.49 acre tract and said 46.99 acre tract, **N 67°19'43" E** for a distance of **85.02** feet to the **POINT OF BEGINNING**, containing 2.618 acres (114,041 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, Lawrence M. Russo, 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 Round Rock, Williamson County, Texas.

Lawrence M. Russo 09/27/2016

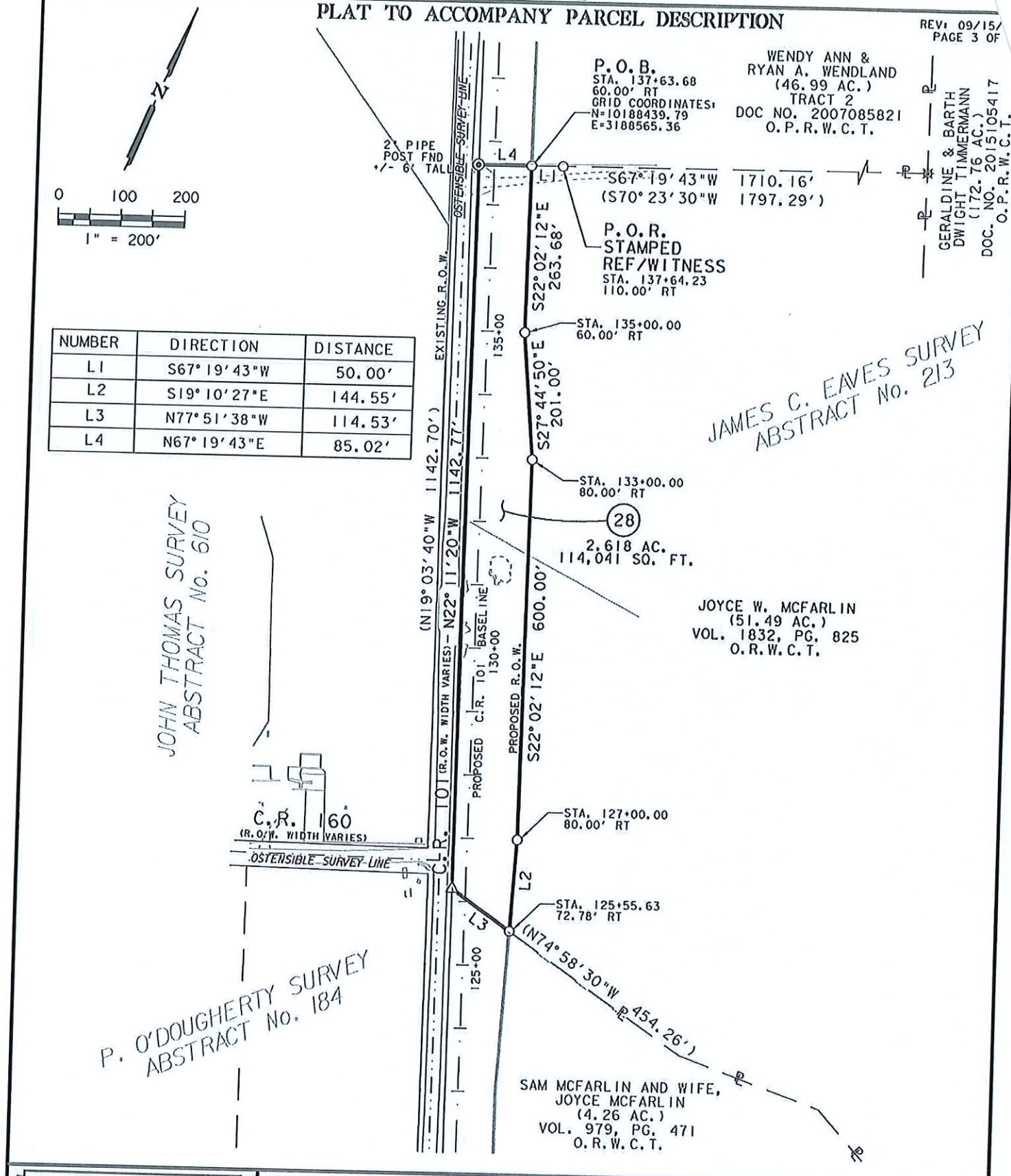
Lawrence M. Russo
Registered Professional Land Surveyor No. 5050
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681



EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

REV: 09/15/
PAGE 3 OF



NUMBER	DIRECTION	DISTANCE
L1	S67° 19' 43"W	50.00'
L2	S19° 10' 27"E	144.55'
L3	N77° 51' 38"W	114.53'
L4	N67° 19' 43"E	85.02'

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

JOYCE W. MCFARLIN

SCALE	PROJECT	COUNTY
1" = 200'	CR 101	WILLIAMSON

PARCEL 28

S:*BROWN&GAY\CR101\PARCELS\PARCEL 28-McFARLIN\MCFARLIN-091516.dgn

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

⊛	FENCE CORNER POST FOUND
●	½" IRON ROD FOUND UNLESS NOTED
⊙	½" IRON ROD FOUND W/PLASTIC CAP
✪	COTTON GIN SPINDLE FOUND
◎	½" IRON PIPE FOUND UNLESS NOTED
X	X CUT FOUND
▲	60/D NAIL FOUND
△	CALCULATED POINT
○	½" IRON ROD W/ ALUMINUM CAP STAMPED "WILCO-ROW-5050" SET (UNLESS NOTED OTHERWISE)
℄	CENTER LINE
℞	PROPERTY LINE
( )	RECORD INFORMATION
—∿—	LINE BREAK
⟋⟍	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 1622926-GTN, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JULY 14, 2016, ISSUE DATE JULY 25, 2016.

10E. EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 287, PAGE 61, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

F. EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 286, PAGE 426, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

G. EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 355, PAGE 547, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

H. EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 337, PAGE 233, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. EASEMENT TO JONAH WATER SUPPLY CORPORATION, RECORDED IN VOLUME 563, PAGE 705, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

J. EASEMENT TO JONAH WATER SUPPLY CORPORATION, RECORDED IN DOCUMENT NO. 2011022418, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

K. TERMS, CONDITIONS. AND STIPULATIONS IN THE AGREEMENT, RECORDED IN DOCUMENT NO. 2010064659, DOCUMENT NO. 2010083230, AND DOCUMENT NO. 2010064661, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

L. NOTICE REGARDING ORDINANCE 2010-30, RECORDED IN DOCUMENT NO. 2010063291, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO IF APPLICABLE.

M. INCLUSION WITHIN THE LOWER BRUSHY CREEK WATER CONTROL & IMPROVEMENT DISTRICT, SUBJECT TO IF APPLICABLE.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

Lawrence M. Russo 09/27/2016

LAWRENCE M. RUSSO DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS REGISTERED LAWRENCE M. RUSSO 5050 PROFESSIONAL LAND SURVEYOR

	ACRES	SQUARE FEET
ACQUISITION	2.618	114,041
CALC/DEED AREA	51.49	2,242,904
REMAINDER AREA	48.872	2,128,863

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

JOYCE W. MCFARLIN

SCALE	PROJECT	COUNTY
1" = 200'	CR 101	WILLIAMSON

PARCEL 28

S:*BROWN&GAY\CR101\PARCELS\PARCEL 28-McFARLIN\MCFARLIN-091516.dgn

Meeting Date: 06/24/2025

Executive Session

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

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

A. Real Estate Owned by Third Parties

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

a) Discuss the acquisition of real property: Bud Stockton Dr.
b) Discuss the acquisition of real property for CR 143
c) Discuss the acquisition of real property for County Facilities.
d) Discuss the acquisition of real property for CR 255.
e) Discuss the acquisition of real property for SH 195 @ Ronald Reagan.
f) Discuss the acquisition of real property for the future SH 29 corridor.
g) Discuss the acquisition of right-of-way for Hero Way.
h) Discuss the acquisition of right-of-way for E. Wilco Highway.
i) Discuss the acquisition of right-of-way for Corridor A-2.
j) Discuss the acquisition of right-of-way for Corridor B
k) Discuss the acquisition of right-of-way for Corridor C.
l) Discuss the acquisition of right-of-way for Corridor D.
m) Discuss the acquisition of right-of-way for Corridor E.
n) Discuss the acquisition of right-of-way for Corridor F
o) Discuss the acquisition of right-of-way for Corridor H
p) Discuss the acquisition of right of way for Corridor J.
q) Discuss the acquisition of right of way for Arterial K.
r) Discuss the acquisition of right of way for Corridor I.
s) Discuss the acquisition of right-of-way for Ronald Reagan Widening.
t) Discuss the acquisition of right-of-way for CR 313.
u) Discuss the acquisition of right of way for Bagdad Road/CR 279.
v) Discuss the acquisition of right of way for CR 314.
w) Discuss the acquisition of real property for the Seward Junction Loop
x) Discuss the acquisition of real property for CR 110N
y) Discuss the acquisition of real property for CR 175.
z) Discuss the acquisition of real property for 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 the proposed or potential sale or lease of property owned by the County

a) Discuss County-owned real estate containing underground water rights and interests.
b) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (Formerly occupied by WCCHD)
c) Sale of property located at 747 County Rd. 138 Hutto, Texas

d) Discuss Blue Springs Blvd. property
e) Discuss potential sale of the Williamson County-owned properties within the downtown Georgetown area.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	06/18/2025 10:23 AM
Form Started By: Charlie Crossfield		Started On: 06/18/2025 09:42 AM
Final Approval Date: 06/18/2025		

Commissioners Court - Regular Session **62.**

Meeting Date: 06/24/2025

Economic Development

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discussion regarding economic development negotiations pursuant to the Texas Government Code, Section 551.087:

Business prospect(s) that may locate or expand within Williamson County.

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	06/18/2025 10:25 AM
Form Started By: Charlie Crossfield		Started On: 06/18/2025 09:42 AM
Final Approval Date: 06/18/2025		