NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
Commissioners Courtroom
710 S. Main Street, Georgetown
August 26, 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.

3. **Public Comment Period for Agenda Items.** The Commissioners Court will conduct a Public Comment Period to allow members of the public, who have properly submitted a Public Participation Form, to address the Commissioners Court regarding specific Agenda Items that are on the Commissioners Court's Agenda. During such Public Comment Period, speakers shall be limited to a maximum of three (3) minutes to make his or her remarks regarding an Agenda Item. Each member of the public who appears before the Commissioners Court to address the Commissioners Court regarding more than one (1) Agenda Item on the Commissioners Court's Agenda shall be limited to a cumulative maximum of five (5) minutes to make his or her remarks for all such Agenda Items. The maximum overall discussion time allowed for an Agenda Item, regardless of the number of members of the public wishing to address the Court on such Agenda Item, shall be limited to thirty (30) minutes. Speaking time, to the extent possible, will be evenly allocated among speakers should more than ten (10) speakers desire to speak on the same Agenda Item. In matters of exceptional interest, the Commissioners Court may, by majority vote, lengthen the maximum overall public discussion time allowed on a particular Agenda Item. The Presiding Officer of the Commissioners Court reserves the right to conduct public comment regarding an Agenda Item at the time in which the item is called for the Commissioners Court's consideration as opposed to including such public comments during this Public Comment Period.

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 4 –29)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0475.004902	Co Atty Leg Supp	$22,136.00
To	0100.0475.003006	Office Equipment < $5,000	$17,136.00
To	0100.0475.003005	Office Furniture < $5,000	$5,000.00

5. 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:	0100.0560.005740	Computer Equip > $5,000	$5,500.00
TO:	0100.0560.003008	Law Enforcement Equip < $5k	$5,500.00

6. 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	$164,000.00
TO:	0100.0570.001110	Overtime	$164,000.00

7. 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	$75,496.00
TO:	0100.0560.001110	Overtime	$75,496.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0541-004500	Maintenance Contracts	10000.00

To	0100-0541-004541	Vehicle Maintenance/Repairs	10000.00

9. Discuss, consider, and take appropriate action on a line item transfer for Pretrial Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0591-003005	Office Furniture < $5,000	$2,650.00
From	0100-0591-003120	Printer Supplies	$950.00
From	0100-0591-004141	Interpreters	$24,900.00
From	0100-0591-004350	Printed Materials & Binding	$1,000.00
From	0100-0591-004999	Miscellaneous	$500.00
To	0100-0591-004100	Professional Services	$30,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0510-003554	Chemicals, Roadside Spraying	$6,700.00
FROM	0100-0510-004514	Park Roads & Parking	$12,700.00
TO	0100-0510-003001	Small Equipment & Tools < $5k	$6,700.00
TO	0100-0510-003318	Janitorial Supplies	$2,500.00
TO	0100-0510-004620	Furniture/Equipment Rental	$3,700.00
TO	0100-0510-005003	Equipment > $5,000	$6,500.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount

From	0100.0509.004509	Facility Enhancements	$35,000.00
To	0100.0509.003001	Equipment & Tools	$35,000.00

12. Discuss, consider, and take appropriate action on a Line Item Transfer for Fleet Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0882.0882.003301	Gasoline	$30,000
To	0882.0882.003523	Parts	$30,000
From	0882.0882.003522	Batteries	$2,000
To	0882.0882.003524	Sublets	$2,000
From	0882.0882.003525	Tires, Tubes	$12,000
To	0882.0882.003524	Sublets	$12,000
From	0882.0882.003303	Oil, Grease	$8,000
To	0882.0882.003523	Parts	$8,000

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
To	0200.0210.002010	FICA	$1,530.00
To	0200.0210.002020	Retirement	$3,210.00
From	0200.0210.004510	Facility Repairs	$24,740.00
To	0200.0210.001151	CSR Salaries	$20,000.00

14. Discuss, consider and take appropriate action on accepting and receiving the annual audit reports from the Emergency Service Districts located within Williamson County in accordance with Health & Safety Code Sec. 775.082.

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

17. Discuss, consider, and take appropriate action to transition Gary Pastushok to the Horticulture Extension Agent position.

18. To consider and note in the minutes the completion of the required 20 hours of continuing education hours for County Clerk Nancy E. Rister as prescribed in TX Gov Code 51.605

19. Discuss, consider and take appropriate action to approve the Tax Collection Agreement between Atlas Ranch Municipal Utility District No 1 and the County of Williamson, Texas.

20. Discuss, consider and take appropriate action to accept a donation of some Teddy Bears for the Patrol deputies in the Sheriff's Office to hand out to children on scene. (Acceptance of Donation pursuant to Tex. Loc. Gov't Code 81.032).

21. Discuss, consider, and take action on an investment from VCA Charities to the Williamson County Regional Animal Shelter.

22. Discuss, consider and take appropriate action on approving agreement # 2025334 between the Department of Information Resources (DIR)/Communications Technology Services Division (CTS) and Williamson County for data circuits pursuant to DIR contract #DIR-CTS-CSA.

23. Discuss, consider, and take appropriate action on approval of the final plat for the Ancient Oaks Phase 3 subdivision – Precinct 2.

24. Discuss, consider, and take appropriate action on approval of the final plat for the Rancho San Gabriel Phase 1 subdivision – Precinct 4.

25. Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 2 under Williamson County Contract between WSB LLC and Wiliamson County dated March 9, 2021 for CR 201 from CR 200 to Umbrella Sky. Funding source: P499.

26. Discuss, consider, and take appropriate action on Supplemental No. 1 to Work Authorization No. 1 to the Corridor A3 contract executed on December 18, 2024, between Williamson County and LJA Engineering, Inc. relating to the 2023 Road Bond Program.

27. Discuss, consider, and take appropriate action on Supplemental No 10 to Work Authorization No. 1 to the RM 2243 contract executed on January 14, 2020, between Williamson County and BGE, Inc. relating to the 2019 Road Bond Program.

28. Discuss, consider, and take appropriate action on Work Authorization No. 1 to the Road Bond On-Call Materials Testing & Geotechnical Engineering Services contract executed December 10, 2024, between Williamson County and Alliance Engineering Group, Inc. relating to the FM 971 (Granger) project relating to the 2023 Road Bond Program.

29. Discuss, consider, and take appropriate action on Work Authorization No. 3 to the Utility Coordination Services (Road Bond Program) contract executed July 22, 2025, between Williamson County and Cobb, Fendley & Associates, Inc. relating to the Wilco Bldg Fire line (Liberty Hill Bypass).

REGULAR AGENDA

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

31. Hear a presentation from the Animal Shelter regarding general updates and celebrating their No - Kill Achievement.

32. Discuss, consider and take appropriate action on changes to the FY2025 Employee Policy Manual.

33. Discuss, consider and take appropriate action on approving revisions to the Purchasing Policy Manual.

34. Receive an update on the projects and operations of the Williamson County Exposition Center.

35. Discuss, consider and take appropriate action on approving revised rates for the Williamson County Exposition Center, to be effective October 1, 2025.

36. Discuss, consider, and take appropriate action on approving a 2023 Park Bond transfer to move $150,000 from P655 (Foot Bridge Lake Creek Trail) to P650 (SW Regional Park Drainage).

37. Discuss, consider, and take appropriate action on approving two 2025 CIP transfers. The first is to move $300,000 from P717 (Jail North Roof Replacement) to P608 (Fleet Shop Addition). The second is to move $50,000 from P717 (Jail North Roof Replacement) to P476 (Justice Complex Improvements).

38. Discuss, consider, and take appropriate action on approving the transfer of the following Long-Range Transportation Plan (LRTP) projects:
Move $500,000 from P457 (LTP ROW) to P344 (Corridor I2 - US 183 TO SH 129)
Move $2,300,000 from P457 (LTP ROW) to P722 (RM 2243 PH 2 - US 183A to SW Bypass)
Move $100,000 from P457 (LTP ROW) to P586 (Corridor J3 - SH 195 to US 183)
Move $1,370,000 from P457 (LTP ROW) to P721 (RM 2243 PH 1B-Garey Park to SW Bypass)

39. Discuss, consider, and take appropriate action on the processes and procedures for posting public notices required for meetings held by the Williamson County Commissioners Court following recent legislative changes to the Texas Open Meetings Act (HB 1522, 89th Regular Session of the Texas Legislature).

40. Discuss, consider and take appropriate action on the Commercial Contract for Improved Property relating to the purchase of the real property and improvements located at 600 Forest Street, Georgetown, Texas (S3667 -- City of Georgetown, Lot 1,2 (N/PT), 0.275 acres), which said contract was assigned Williamson County, Texas pursuant to a Commercial Contract Assignment of Buyer's Interest between Novert A. Morales & Wendy Morales, as Sellers, Scott Stribling, as Assignor, and Wiliamson County, Texas, as Assignee/Buyer; and authorize the Williamson County Judge to execute any necessary documents relating to the said contract.

41. Discuss, consider and take appropriate action approving the retirement of Sheriff's Office K-9 Kato and an Agreement for the Transfer of Law Enforcement Animal in accordance with Chapter 614 of the Texas Government Code.

42. Discuss, consider and take appropriate action on a 2nd Amendment to the Standard Agreement with Local Governmental Entity regarding off-duty contracting of County Sheriff's Deputies by and between Anderson Mill Limited District, Williamson County Sheriff's Office and Williamson County, Texas relating to a 2nd Amendment to the vehicle reimbursement amount.

43. Discuss, consider, and take appropriate action on approving the Construction Service Agreement No. 2025342 between Williamson County and Falkenberg Construction Co, Inc. for the Williamson County Southwest Regional Park – Drainage Improvements in the not-to-exceed amount of One Hundred Sixty-Six Thousand, Nine Hundred Forty-Three and 69/100 Dollars ($166,943.69) pursuant to BuyBoard's Cooperative Contract #728-24 and authorize execution of the agreement, the funding source is P650.

44. Discuss, consider, and take appropriate action on approving the Agreement for Construction Services utilizing RFP #23RFP11 for the Williamson County Inner Loop Annex – Elections Panels & Transformers, Allied Electric Service, Inc, in the amount of Four Hundred Thirty Thousand One Hundred Thirty and 28/100 Dollars ($430,130.28) authorize execution of the agreement.

45. Discuss, consider, and take appropriate action on approving the Construction Service Agreement No. 2025344 between Williamson County and J.T. Vaughn Construction, LLC for the Lake Creek Trail – Bridge Repair in the not-to-exceed amount of One Hundred Seventy-Six Thousand Eleven Dollars ($176,011.00) pursuant to OMNIA Cooperative Contract #R200107 and authorize execution of the agreement, the funding source is P655.

46. Discuss, consider, and take appropriate action on Amendment No. 1 to the Professional Services Agreement for Design & Engineering Services between Williamson County and Ramirez-Simon Engineering, LLC relating to the Jail North Generator Upgrade.

47. Discuss, consider, and take appropriate action on awarding RFSQ #24RFSQ53 to DBR Engineering Consultants, Inc. for the Inner Loop Annex Dehumidification & Ballot Machines, in the amount of One Hundred Forty-Nine Thousand Five Hundred and No/100 Dollars ($149,500.00) and authorize execution of the agreement.

48. Discuss, consider and take appropriate action on Contract Amendment No 1 under Williamson County Contract for Engineering Services between WSB LLC and Williamson County dated March 9, 2021 for CR 201 from CR 200 to Umbrella Sky. Funding source: P499.

49. Discuss, consider and take appropriate action on Change Order No 1 to contract number 25IFB16 for D.I.J. Construction, Inc. a reduction in the amount of $74,430.35 for County Road Seal Coat FY25. Funding Source: 01.0200.0210.003599.

50. Discuss, consider and take appropriate action on Change Order No 1 to contract number 25IFB25 for Clark Construction of Texas, Inc, an increase in the amount of $15,375.00 for Cul-de-Sac and Straight Section Fog Seal Spring 2025. Funding Source: 01.0200.0210.003599.

51. Discuss, consider, and take appropriate action regarding Change Order No. 25 in the amount of $248,517.11 for Project 22IFB139 FM3349 at US79 (James Construction Group).

52. Discuss, consider, and take appropriate action regarding Change Order No. 4 in the amount of $37,550.00 for Project 24IFB59 East Wilco Hwy Segment 2 Phase 1 (Capital Excavation).

53. Discuss, consider, and take appropriate action on Contract Amendment No. 7 to the CR 314/CR 332 Realignment contract executed April 21, 2020, between Williamson County and Seiler Lankes Group, LLC relating to the 2019 Road Bond Program.

54. Discuss, consider, and take appropriate action on Contract Amendment No. 1 to the Parmer on the SH 45 contract executed September 12, 2023, between Williamson County and Alfred Benesch & Company relating to the 2019 Road Bond Program.

55. Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission (THC), required as part of the Due Diligence Environmental Investigation on the Ronald Reagan Boulevard Segment C2 project, a 2023 Road Bond project in Commissioner Precinct 3.

56. Discuss, consider, and take appropriate action on Contract Amendment No. 2 to the CR 305 contract executed March 19, 2024, between Williamson County and RS&H, Inc. and Work Authorization No. 2 relating to the 2023 Road Bond Program.

57. Discuss, consider and take appropriate action on an Agreed Final Judgment with Bustle Investment Group, LLC et al. to acquire 0.718 AC needed for the Corridor H/Sam Bass Rd. construction project. (Parcels 4 & 5)

58. Discuss, consider and take appropriate action on an Agreed Final Judgment with Norma R. White, Aaron Keith White, Lance Alan White and Melissa Lafountain White, and University Federal Credit Union to acquire 2.802 AC needed for the CR 401/404 construction project (Parcel 3).

59. Discuss, consider and take appropriate action on an Exchange Deed whereas Williamson County will deed 2.728 AC to Savannah Prominent Development LLC, a Texas limited liability company, in exchange for 3.16 AC and 6.088 AC needed for the future Arterial K construction project.

60. Discuss, consider and take appropriate action on an Assignment of Roadway Conveyance and Construction Agreement between Stone Brothers LLC, a Texas limited liability company, and Savannah Prominent Scofield Development LLC, a Texas limited liability company, in regard to the construction and dedication of a portion of the future Arterial K roadway project.

61. Discuss, consider and take appropriate action on a real estate contract with CHKR LLC. to acquire the 0.3886 AC needed for right of way on the Ronald Reagan Segment C project (Parcel 5).

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)."

62. Discuss the following real property matters pursuant to Texas Government Code Section 551.072:

a. Discuss potential acquisition of real property tract(s) for the future location of the Williamson County Justice Center and Corrections Facilities.
b. Discuss potential acquisition of real property located at 2800 Highway 95, Taylor, Texas 76574.
c. Discuss potential sale of approximately 98 acres located at Blue Springs Boulevard/Blue Ridge Drive, Georgetown, Texas.
d. Discuss a leaseback agreement for 3751 N. US 183 in Liberty Hill, Tx.

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. 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
2. Civil Action No. A-25-cv-1166-ADA; Eton Emeton v. Williamson County, Texas, et al.; in the United States District Court for the Western District of Texas, Austin Division

b. Administrative Complaints:
1. EEOC Charge No.: 451-2025-02018; J.S.

64. Discuss security assessments and necessary deployments relating to the Wiliamson County Information Technology and its network /systems security information as described by Texas Gov 't Code Section 2059.055(b); and (3) the deployment, or specific occasions for implementation, of any necessary security, critical infrastructure, and/or security devices pursuant to Texas Government Code Section § 551.089.

65. Deliberate the duties of the Williamson County Manager pursuant to Texas Government Code Section 551.074 - Personnel Matters.

REGULAR AGENDA (continued)

66. Discuss, consider, and take appropriate action regarding EEOC Charge No.: 451-2025-02018; J.S.

67. Discuss, consider, and take appropriate action regarding 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

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

69. Comments from Commissioners.

70. **Public Comment Period for County Matters that are not on the Agenda.** The Commissioners Court will conduct a Public Comment Period to allow members of the public, who have properly submitted a Public Participation Form to address the Commissioners Court regarding matters pertaining to or affecting Williamson County, but that do not appear as an Agenda Item on the Commissioners Court's Agenda. During this Public Comment Period, speakers shall be limited to a maximum of two (2) minutes to make his or her remarks and the maximum overall discussion time allowed for this 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 this Public Comment Period. Please note that the members of the Court may not comment during the meeting about matters that are not on the Commissioners Court's 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 22nd day of August 2025 at 3:00 pm and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **4.**

Meeting Date: 08/26/2025

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 for the County Attorney's Office.

Background

This line item transfer is requested to move funds from the CA Legislative Supplement in order to purchase office equipment and replacement furniture for the office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0475.004902	Co Atty Leg Supp	$22,136.00
To	0100.0475.003006	Office Equipment < $5,000	$17,136.00
To	0100.0475.003005	Office Furniture < $5,000	$5,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/21/2025 12:02 PM
Form Started By: Stephanie Lloyd		Started On: 08/21/2025 10:38 AM
Final Approval Date: 08/21/2025		

Commissioners Court - Regular Session **5.**

Meeting Date: 08/26/2025

Line Item Transfer for the County Sheriff, Law Enforcement

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

This transfer is being requested to cover the cost of a camera with components for our Crime Scene team.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100.0560.005740	Computer Equip > $5,000	$5,500.00
TO:	0100.0560.003008	Law Enforcement Equip < $5k	$5,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/21/2025 11:26 AM
Budget Office	Saira Hernandez	08/21/2025 12:18 PM
Form Started By: Virginia Johnson		Started On: 08/21/2025 08:47 AM
Final Approval Date: 08/21/2025		

Commissioners Court - Regular Session **6.**

Meeting Date: 08/26/2025

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	$164,000.00
TO:	0100.0570.001110	Overtime	$164,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/21/2025 11:54 AM
Budget Office	Saira Hernandez	08/21/2025 12:18 PM
Form Started By: Virginia Johnson		Started On: 08/21/2025 09:21 AM
Final Approval Date: 08/21/2025		

Commissioners Court - Regular Session **7.**

Meeting Date: 08/26/2025

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 July 4th flooding, Kerr County flooding/rescue efforts, 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	$75,496.00
TO:	0100.0560.001110	Overtime	$75,496.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/21/2025 11:46 AM
Form Started By: Virginia Johnson		Started On: 08/21/2025 09:16 AM
Final Approval Date: 08/21/2025		

Commissioners Court - Regular Session **8.**

Meeting Date: 08/26/2025

Line Item Transfer for Office of Emergency Management

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

Department: Emergency Services Dept.

Agenda Category: Consent

Information

Agenda Item

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

Background

The aging OEM fleet that doesn't yet meet the qualifications for replacement needs more repairs. After our LIT in court last week, we got a quote from CMB to repair one of our Tahoes that will be $14,000. So, with the LIT of $10,000 last week, we are still going to be almost $8000 in the negative. We are requesting an additional $10,000 to cover quoted CMB repairs. We did talk with the Fleet and for the total amount spent on repairs for this vehicle and its year, make and mileage, he recommended that we repair it.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0541-004500	Maintenance Contracts	10000.00
To	0100-0541-004541	Vehicle Maintenance/Repairs	10000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/20/2025 02:54 PM
Form Started By: Damaris Morales		Started On: 08/20/2025 02:40 PM
Final Approval Date: 08/20/2025		

Commissioners Court - Regular Session **9.**

Meeting Date: 08/26/2025

Line-item transfer for Pretrial Services

Submitted For: Jaime Brew **Submitted By:** Jaime Brew, Wilco PreTrial Services

Department: Wilco PreTrial Services

Agenda Category: Consent

Information

Agenda Item

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

Background

The approval of the line-item transfer will cover professional services expenses related to GPS monitoring and drug tests for Pretrial Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0591-003005	Office Furniture < $5,000	$2,650.00
From	0100-0591-003120	Printer Supplies	$950.00
From	0100-0591-004141	Interpreters	$24,900.00
From	0100-0591-004350	Printed Materials & Binding	$1,000.00
From	0100-0591-004999	Miscellaneous	$500.00
To	0100-0591-004100	Professional Services	$30,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/21/2025 10:02 AM
Budget Office	Saira Hernandez	08/21/2025 10:48 AM
Form Started By: Jaime Brew		Started On: 08/21/2025 09:17 AM
Final Approval Date: 08/21/2025		

Commissioners Court - Regular Session **10.**

Meeting Date: 08/26/2025

Line Item Transfers for the Parks Department

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

Department: Parks

Agenda Category: Consent

Information

Agenda Item

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

Background

Transfer of funds is necessary for the purchase of: (1) line item 3001 - replace worn-out power equipment at SW Regional Park and purchase commercial washer and dryer at Expo Center to support new west arena operations; (2) line item 3318 - purchase janitorial supplies necessary to finish the fiscal year; (3) line item 4620 - tractor rental at the Expo Center while current unit is being repaired; (4) line item 5003 - replace ice machine at SW Regional Park.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0510-003554	Chemicals, Roadside Spraying	$6,700.00
FROM	0100-0510-004514	Park Roads & Parking	$12,700.00
TO	0100-0510-003001	Small Equipment & Tools < $5k	$6,700.00
TO	0100-0510-003318	Janitorial Supplies	$2,500.00
TO	0100-0510-004620	Furniture/Equipment Rental	$3,700.00
TO	0100-0510-005003	Equipment > $5,000	$6,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/21/2025 10:01 AM
Budget Office	Saira Hernandez	08/21/2025 10:48 AM
Form Started By: Russell Fishbeck		Started On: 08/21/2025 07:55 AM
Final Approval Date: 08/21/2025		

Commissioners Court - Regular Session **11.**

Meeting Date: 08/26/2025

Line Item Transfer

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

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

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

Background

We need additional funds for the remainder of the FY for additional portable ACs and dehumidifiers needed in emergency situations not originally in our budget.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004509	Facility Enhancements	$35,000.00
To	0100.0509.003001	Equipment & Tools	$35,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/20/2025 08:59 AM
Budget Office	Saira Hernandez	08/20/2025 02:36 PM
Form Started By: Gina Wrehsnig		Started On: 08/20/2025 07:53 AM
Final Approval Date: 08/20/2025		

Commissioners Court - Regular Session **12.**

Meeting Date: 08/26/2025

08-26-2025 LIT

Submitted For: Kevin Teller **Submitted By:** Edward Pospisil, Infrastructure

Department: Infrastructure **Division:** Fleet Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a Line Item Transfer for Fleet Services.

Background

Unforeseen major repairs have depleted our funds earlier than anticipated for the current fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0882.0882.003301	Gasoline	$30,000
To	0882.0882.003523	Parts	$30,000
From	0882.0882.003522	Batteries	$2,000
To	0882.0882.003524	Sublets	$2,000
From	0882.0882.003525	Tires, Tubes	$12,000
To	0882.0882.003524	Sublets	$12,000
From	0882.0882.003303	Oil, Grease	$8,000
To	0882.0882.003523	Parts	$8,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/21/2025 12:03 PM
Budget Office	Saira Hernandez	08/21/2025 12:18 PM
Budget Office	Saira Hernandez	08/21/2025 12:29 PM
Form Started By: Edward Pospisil		Started On: 08/21/2025 10:52 AM
Final Approval Date: 08/21/2025		

Commissioners Court - Regular Session **13.**

Meeting Date: 08/26/2025

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 continue with ongoing CSR work.

Fiscal Impact

From/To	Acct No.	Description	Amount
To	0200.0210.002010	FICA	$1,530.00
To	0200.0210.002020	Retirement	$3,210.00
From	0200.0210.004510	Facility Repairs	$24,740.00
To	0200.0210.001151	CSR Salaries	$20,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/20/2025 03:22 PM
Budget Office	Saira Hernandez	08/21/2025 08:58 AM
Form Started By: Jenifer Favreau		Started On: 08/20/2025 03:08 PM
Final Approval Date: 08/21/2025		

Commissioners Court - Regular Session **14.**

Meeting Date: 08/26/2025

Emergency Service District Annual Audit Reports FY2025

Submitted For: Steven Snell **Submitted By:** Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and receiving the annual audit reports from the Emergency Service Districts located within Williamson County in accordance with Health & Safety Code Sec. 775.082.

Background

The Emergency Services Districts located in Williamson County are submitting their annual audit reports in accordance with: Health & Safety Code Sec. 775.082. Audit of District in Less Populous Counties. (b) A district shall prepare and file with the commissioners court of each county that contains any part of the district on or before June 1 of each year an audit report of the district's fiscal accounts and records. The audit shall be performed and the report shall be prepared at the expense of the district. The county auditor, with the approval of the commissioners court, shall adopt rules relating to the format of the audit and report. If a district is located in more than one county, the county auditors, with the approval of the commissioners court of each county in which the district is located, shall adopt uniform rules relating to the format of the audit and report.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WCESD 1 - Jollyville
WCESD 2 - Sam Bass
WCESD 3 - Hutto
WCESD 4 - Liberty Hill
WCESD 5 - Jarrell
WCESD 6 - Weir
WCESD 7 - Florence
WCESD 8 - Georgetown
WCESD 9 - Round Rock
WCESD 10 - Coupland - Thrall
WCESD 11 - Cedar Park
WCESD 12 - Cedar Park

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Delia Colon	08/21/2025 09:15 AM
Form Started By: Andrea Schiele		Started On: 08/18/2025 04:41 PM
Final Approval Date: 08/21/2025		

Williamson County
Emergency Services District No. One
Financial Statements
December 31, 2024

Williamson County Emergency Services District No. 1
For the Year Ending December 31, 2024

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MEDACK & OLTMANN, LLP
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Tyler Cupit, Staff Accountant

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Texas Society of Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Williamson County Emergency Services District No. 1

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of the Williamson County Emergency Services District No. 1 as of and for the year ended December 31, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Williamson County Emergency Services District No. 1, as of December 31, 2024, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Williamson County Emergency Services District No. 1, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Williamson County Emergency Services District No. 1's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Williamson County Emergency Services District No. 1's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, and the schedule of proportionate share of net pension liability and related footnotes on pages 3-9 and 30-31 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Medack + Oltmann, LLP

Medack & Oltmann, LLP
Giddings, Texas
May 7, 2025

As management of the Williamson County Emergency Services District No. 1 (the District), we are pleased to offer readers of the District's financial statements this narrative overview and analysis of the District's financial activities for the year ended December 31, 2024. Citizens and taxpayers want a clear picture of the financial health of their governments, which includes Emergency Services Districts. They also want to know how their tax dollars were spent and how much it costs to provide major services such as firefighting, fire prevention and rescue services. The concept of financial accountability of elected or appointed officials is reflected in the standards adopted by the Governmental Accounting Standards Board (GASB) for annual financial reporting.

This Management Discussion and Analysis (MD&A) is composed with the GASB concepts in mind. Please read it in conjunction with the District's financial statements, which follow this section.

Financial Highlights

- The net position of the District increased by $415,228. Net position at year end consisted of net investment in capital assets of $3,191,040 and unrestricted net position of $11,274,343, for a total of $14,465,383.
- Total revenues from all sources were $3,953,643 which represents a decrease of $234,457 from the prior year.
- Total expenditures from operations were $3,538,415 which was an increase of $213,057 from the prior year.
- As of December 31, 2024, the District's governmental fund reported an ending fund balance of $11,128,851, an increase of $1,413,248 from the prior fiscal year.

Using this Annual Report

This annual report presents the following three components of the financial statements:

1. Government-wide financial statements provide information for the District as a whole.
2. Fund financial statements provide detailed information for the District's significant funds.
3. Notes to the financial statements provide additional information that is essential to understanding the government-wide and fund financial statements.

This report also contains other supplementary information in addition to the basic financial statements themselves. This information includes management's discussion and analysis as well as a budgetary comparison schedule.

Reporting the District as a Whole

The Statement of Net Position and the Statement of Activities present information about the District as a whole. These statements (as reported in the last column of each of the statements) include all of the District's assets and liabilities, utilizing the accrual basis of accounting which is similar to the accounting used by most private sector companies. All of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two columns report the District's net position and changes in them. The difference between assets and liabilities, net assets, are one way to measure the District's financial health. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating. However, other non-financial factors such as changes in the District's property tax base must also be considered in an assessment of the overall financial health of the District.

The Statement of Activities, also included on page 12, presents information showing how the District's net position changed during the most recent twelve-month period. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods.

Reporting the District's Funds

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District may establish other funds to help in control and manage money for particular purposes or to show that it is meeting its legal responsibilities for using certain taxes, grants and other money. These funds are reported using and accounting method called Modified Accrual accounting which measures cash and all other financial assets that can be readily converted to cash.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund statements focus on near-term inflows and outflows of spend-able resources, as well as on balances of spend-able resources available at the end of the fiscal year. Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare that information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. The District only reports using one fund that being the General Fund.

Notes to the Financial Statements

The notes provide additional information that are essential to a full understanding of the data provided in the government-wide and fund financial statements.

The District as a Whole

Governmental activities increased the District's net position by $415,228, approximately 2.96%. Our analysis below focuses on the net position (Table 1) and the changes in net position (Table 2) of the District's governmental activities:

Table 1
Government Activities
Net Position

Assets	12/31/2024	12/31/2023
Current Assets	$ 12,450,212	$ 11,033,786
Other Assets	28,072	-
Capital Assets	3,191,040	1,670,810
Total Assets	$ 15,669,324	$ 12,704,596
Deferred Outflows of Resources	$ 745,583	$ -
Liabilities		
Current Liabilities	$ 107,223	$ -
Long-Term Liabilities	1,681,490	-
Total Liabilities	$ 1,788,713	$ -
Deferred Inflows of Resources	$ 160,811	$ 77,592
Net Position		
Investment in capital assets	$ 3,191,040	$ 1,670,810
Restricted	-	-
Unrestricted	11,274,343	10,956,194
Total Net Position	$ 14,465,383	$ 12,627,004

Table 2
Government Activities
Changes in Net Position

	12/31/2024	12/31/2023
General Revenues		
Ad Valorem Taxes	$ 2,428,064	$ 2,449,738
Sales Tax	1,015,147	1,379,575
Investment Income	499,130	321,047
Other	11,302	37,740
Total General Revenues	$ 3,953,643	$ 4,188,100
Expenditures/Expenses		
Contracted Services	$ 1,892,726	$ 2,132,495
Pension Contributions	696,199	59,290
Tax Collector/Appraisal District Fees	19,934	9,372
Insurance	72,279	62,754
Utilities	57,892	15,689
Communications	29,220	-
Professional Services	32,389	87,587
Repair and Maintenance	186,229	85,029
Apparatus/Operational Supplies	140,223	18,624
Training and Travel	14,276	3,248
Miscellaneous	1,320	317,669
Depreciation Expense	395,728	533,601
Total Expenditures/Expenses	$ 3,538,415	$ 3,325,358
Change in Net Position	$ 415,228	$ 862,742
Net Position - Beginning of Year, restated	$ 14,050,155	$ 11,764,262
Net Position - End of Year	$ 14,465,383	$ 12,627,004

Capital Assets:

At the end of the fiscal year December 31, 2024, capital assets are as follows:

	2024	2023
Land	10	10
Construction in progress	47,088	-
Buildings	1,855,706	1,822,270
Vehicles and equipment	5,426,669	5,384,943
Furniture and fixtures	54,375	54,375
Total capital assets	7,383,848	7,261,598
Accumulated depreciation	(4,192,808)	(3,797,080)
Governmental activities capital assets, net	3,191,040	3,464,518

Depreciation expense charged to the general fund was $395,728.

More detailed information about the District's Capital Assets is presented in Note 6 of the financial statements.

Financial Analysis of the Government's Funds

As noted earlier the District uses Fund accounting to ensure and demonstrate compliance with finance-related legal requirements. For the year ending December 31, 2024, the District's total fund balance was $11,128,851 which reflects a net combined increase of $1,413,248.

Approximately 63.59% of the District's FY 2024 income is derived from Ad Valorem property taxes, while 24.68% is derived from sales tax, and the remainder is primarily investment income.

Revenues	January 2024 to December 2024	
Property Taxes	$ 2,615,329	63.59%
Sales Tax	1,015,147	24.68%
Interest Income	471,058	11.45%
Miscellaneous	11,302	0.27%
Total	$ 4,112,836	100.00%

Budgetary Highlights

The District's annual budget includes estimated revenues and expenditures for fiscal year that begins each January 1. The annual budget is a "line-item" document that helps guide the Board of Commissioners through the year with a high degree of financial control over District expenditures.

Estimates of taxable value for the year are provided by the Williamson County Tax Appraisal Office. That estimate, combined with an estimate of historical tax collection rates for the District is used to estimate Ad Valorem Revenues and Establish a Tax Rate for the District.

In the fiscal year ending December 31, 2024, the Net Taxable (Assessed) Valuation of the District was $246,203,715 resulting in a total tax levy of $2,462,037 based on a tax rate of $0.10 per $100 valuation.

The District's 2024 Budget resulted in actual expenditures of $2,699,588 vs the budget of $3,333,408, or $633,820 less than budgeted amount.

Total revenues were $4,112,836 or $582,230 more than the final budgeted amount. Sales tax revenue was $1,015,147 or $215,147, greater than the budgeted amounts.

Currently Known Facts, Decisions and Economic Conditions

Williamson County Emergency Services District No. 1 (the District) considered various factors when setting the fiscal year budget, tax rates, and necessary expenditures to be incurred in the next fiscal year's activities. The District's budgetary growth has mirrored its residential growth and economy.

The District's office is located at the Jollyville Fire Department, 9218 Anderson Mill Road, Austin, Texas 78729. This physical space provides security for our documents, contracts, and financial records. The District hold meetings at the fire station and the meeting room is available to our community and has been used by several groups and organizations over the past year, which is beneficial for both the District and the community we serve.

The District, through Jollyville Fire Department, continues to maintain impressive response times within our service area and in mutual aid support to other departments.

The District's financial policy includes financial guidelines and solid practices related to operating expenses, reserve balances, cash management, and investing of public funds in compliance with Government Accounting Standards Boards accounting principles.

The District meets on a consistent date and time each month which facilitates attendance by Commissioners, Fire Department personnel, and visitors. The District meets on the third Wednesday of each month at 10:00am and holds special meetings and workshops, as needed, to meet needs that cannot be achieved during monthly sessions.

Administratively, the District's Policies and Procedures are current, comprehensive, and comprehendible. To help taxpayers stay informed about the ESD's activities, we maintain our website with current and relevant information as well as pursue other actions to increase public awareness.

The Fire Chief and department attend multiple community events and neighborhood meetings. The Chief is a regular presenter at the annual Texas State Association of fire and Emergency Districts (SAFE-D) conference, and he ensures his firefighters regularly attend training and maintain certifications through Continuing Education programs.

In 2025, the District will take delivery of a new Engine truck with additional rescue equipment, a new Squad vehicle and upgrade the current Command vehicle, along with upgrades to the existing rescue fleet. Station repairs and upgrades are underway to expand working areas and replace original items that have served beyond their useful life, have become antiquated or delipidated. This is all possible through the conservative and strategic cash management

practices of the board and fire department which has allowed the District to maintain the tax rate of $0.10 per $100 of assessed property valuation year-over-year.

Contacting the District's Financial Management

This financial report is designed to provide a general overview of the District's finances for all those with an interest in the government's finances. Comments and/or questions concerning any of the information provided in this report or requests for additional financial information should be addressed to:

Williamson County ESD #1
9218 Anderson Mill Road
Austin, Texas 78729

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. ONE
GOVERNMENTAL FUNDS BALANCE SHEET AND
STATEMENT OF NET POSITION
DECEMBER 31, 2024

	General Fund	Adjustments (Note 9)	Statement of Net Position
ASSETS			
Cash	$ 591,415	$ -	$ 591,415
Investments	9,831,452	-	9,831,452
Property Taxes Receivable	1,214,138	-	1,214,138
Sales Tax Receivable	164,883	-	164,883
Prepaid Expenses	648,324	-	648,324
Accrued Interest Receivable	-	28,072	28,072
Capital Assets, net		3,191,040	3,191,040
TOTAL ASSETS	$ 12,450,212	$ 3,219,112	$ 15,669,324
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Pension Amounts	$ -	$ 745,583	$ 745,583
LIABILITIES			
Accounts Payable	$ 58,703	$ -	$ 58,703
Other Liabilities	48,520	-	48,520
Long-term liabilities - due within one year	-	-	-
Long-term liabilities - due after one year	-	1,681,490	1,681,490
TOTAL LIABILITIES	$ 107,223	$ 1,681,490	$ 1,788,713
DEFERRED INFLOWS OF RESOURCES			
Property Taxes	$ 1,214,138	$ (1,053,327)	$ 160,811
FUND BALANCES/NET POSITION			
Fund balances:			
Non-Spendable	$ 648,324	$ (648,324)	$ -
Spendable			
Committed	1,000,000	(1,000,000)	-
Assigned	-	-	-
Unassigned	9,480,527	(9,480,527)	-
Total fund balances	11,128,851	(11,128,851)	-
Total liabilities and fund balances	$ 12,450,212	$ -	
Net Position:			
Net Investment in Capital Assets		$ 3,191,040	$ 3,191,040
Unrestricted		11,274,343	11,274,343
Restricted		-	-
Total Net Position		$ 14,465,383	$ 14,465,383

See Accompanying Notes to the Financial Statements

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. ONE
GOVERNMENTAL FUND REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES AND STATEMENT OF ACTIVITIES
FOR THE YEAR ENDING DECEMBER 31, 2024

	General Fund	Adjustments (Note 9)	Statement of Activities
EXPENDITURES/EXPENSES			
Contracted Services	$ 1,892,726	$ -	$ 1,892,726
Pension Contributions	130,850	565,349	696,199
Tax Collector/Appraisal District Fees	19,934	-	19,934
Insurance	72,279	-	72,279
Utilities	57,892	-	57,892
Communications	29,220	-	29,220
Professional Services	32,389	-	32,389
Repair and Maintenance	186,229	-	186,229
Apparatus/Operational Supplies	140,223	-	140,223
Training and Travel	14,276	-	14,276
Miscellaneous	1,320	-	1,320
Capital Outlay	122,250	(122,250)	-
Depreciation Expense		395,728	395,728
Total expenditures/expenses	$ 2,699,588	$ 838,827	$ 3,538,415
GENERAL REVENUES			
Ad valorem taxes	$ 2,615,329	$ (187,265)	$ 2,428,064
Sales Tax	1,015,147	-	1,015,147
Investment Income	471,058	28,072	499,130
Grants and Contributions	11,302	-	11,302
Total general revenues	$ 4,112,836	$ (159,193)	$ 3,953,643
Excess (Deficiency) of revenues over expenditures	1,413,248	(1,413,248)	-
Change in net position	-	415,228	415,228
Fund Balance/Net Position Beginning of the year, Restated	9,715,603	2,911,401	14,050,155
End of the year	$ 11,128,851	$ 3,336,532	$ 14,465,383

See Accompanying Notes to the Financial Statements

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements for the District have been prepared in accordance with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the standard-setting body for governmental accounting and financial reporting. The GASB periodically updates its codification of the existing Governmental Accounting and Financial Reporting Standards which, along with subsequent GASB pronouncements (Statements and Interpretations), constitutes GAAP for governmental units. More significant of these accounting policies are described below.

REPORTING ENTITY

The Williamson County Emergency Services District No. One (the District) is a governmental unit of the State of Texas that was formed in September of 1995. The entity is responsible for providing fire and emergency services in Williamson County, Texas. The District provides fire and emergency medical services to a certain geographic portion of Williamson County including Jollyville, Texas, an unincorporated area located within Williamson County. The District was created and operates under Article III, Section 48-3, of the Texas Constitution for the protection of human life and health as provided by that Act. The District's operations are governed by the Texas Health and Safety Code, Chapter 775 Emergency Services Districts.

In evaluating how to define the government, for financial reporting purposes, management has considered all potential component units. The decision to include a potential component unit in the reporting entity was made by applying the criteria set forth in GAAP. The basic - but not the only - criterion for including a potential component unit with the reporting entity is the governing body's ability to exercise oversight responsibility. The most significant manifestation of this ability is financial interdependency. Other manifestations of the ability to exercise oversight responsibility include, but are not limited to, the selection of governing authority, the designation of management, the ability to significantly influence operations, and accountability for fiscal matters. A second criterion used in evaluating potential component units is the scope of public service. Application of this criterion involves considering whether the activity benefits the government and/or its citizens, or whether the activity is conducted within the geographic boundaries of the government and is generally available to its citizens. A third criterion used to evaluate potential component units for inclusion or exclusion from the reporting entity is the existence of special financing relationships, regardless of whether the government is able to exercise oversight responsibilities. Based upon the application of these criteria, no potential component units appear to exist.

BASIS OF PRESENTATION

Basic Financial Statements

Basic Financial Statements and Management Discussion and Analysis for State and Local Governments set forth minimum criteria for the determination of major funds based on a percentage of the assets, liabilities, revenues, or expenditures/expenses or either fund category or governmental and enterprise combined. Due to the fund structure of the District, all funds have been classified as major funds. As a part of this Statement, there is a reporting requirement regarding the local government's infrastructure (road, bridges, etc.). The District does not own any infrastructure assets and therefore is unaffected by this requirement.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

The basic financial statements include both government-wide (based on the District as a whole) and fund financial statements. The reporting model focus is on either the District as a whole or major individual funds (within the fund financial statements). In the government-wide Statement of Net Position both the governmental and business-type activities columns are presented on a consolidated basis by column, and are reflected on a full accrual, economic resources basis, which incorporates long-term assets and receivables as well as long-term debt and obligations. The District does not have any business-type or fiduciary activities.

The Government-wide Statement of Activities reflects both the gross and net cost per functional category which are otherwise being supported by general government revenues. The Statement of Activities reduces gross expenses (including depreciation) by related program revenues, operating and capital grants. The program revenues must be directly associated with the function.

The District does not currently employ indirect cost allocation systems.

The government-wide focus is more on the sustainability of the District as an entity and the change in aggregate financial position resulting from the activities of the fiscal period. The governmental fund statements are presented on a current financial resource and modified accrual basis of accounting. This presentation is deemed appropriate to (a) demonstrate legal compliance, (b) demonstrate the source and use of liquid resources, and (c) demonstrate how the District's actual experience conforms to the budget or fiscal plan.

GASB provides that for governments engaged in a single governmental program, the fund financial statements and the government-wide statements may be combined. The District presents the fund's statement (General) in the first column. The next column is an adjustments column. It reconciles the amounts reported in the governmental funds to show how each would change when reported on the full-accrual basis of accounting. The last column of these combination statements shows the amounts that normally would appear in the government-wide statements.

Fund Accounting

Fund financial statements of the reporting entity are organized into funds, each of which is considered to be separate accounting entities. Each fund is accounted for by providing a separate set of self-balancing accounts that constitute its assets, liabilities, fund equity, revenues, and expenditure/expenses. A fund is considered major if it is the primary operating fund of the District or meets the following criteria:

a. Total assets, liabilities, revenues, or expenditures/expenses of that individual governmental fund are at least 10 percent of the corresponding total for all funds of that category or type; and

b. Total assets, liabilities, revenues, or expenditures/expenses of the individual governmental fund are at least 5 percent of the corresponding total for all governmental funds combined.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

The focus of Governmental Fund measurement (in the Fund Financial Statements) is based upon determination of financial position and changes in financial position (sources, uses, and balances of financial resources) rather than upon net income. The District reports the following major governmental funds:

General Fund

The General Fund is the primary operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

BASIS OF ACCOUNTING

Basis of accounting refers to the point at which revenues or expenditures/expenses are recognized in the accounts and reported in the financial statements. It relates to the timing of the measurements made, regardless of the measurement focus applied.

The government-wide financial statements are presented on an accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used. Revenues, expenses, gains, losses, assets, and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place.

Governmental fund financial statements are reported using the current financial resources measurement focus and are accounted for using the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual; i.e., when they become both measurable and available. "Measurable" means the amount of the transaction can be determined and "available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. The District considers all revenues as available if they are collected within 60 days after year-end. Expenditures are recorded when the related fund liability is incurred.

In applying the "susceptible to accrual" concept to intergovernmental revenues pursuant to GASB Statement #33, the provider should recognize liabilities and expenses and the recipient should recognize receivables and revenues when the applicable eligibility requirements including time requirements, are met. Resources transmitted before the eligibility requirements are met, under most circumstances, should be reported as advances by the provider and deferred revenue by the recipient.

BUDGETS

The District follows these procedures in establishing the budget reflected in the financial statements:

1. Prior to the beginning of each fiscal year, the District prepares a budget. The operating budget includes proposed expenditures and the means of financing those expenditures and is prepared in accordance with the basis of accounting utilized by that fund.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

2. Public meetings are conducted at which all interested persons' comments concerning the budget are heard. After such meetings, the Board of Commissioners formally adopts the budget through passage of a motion in a public meeting.

3. The District amends the budget throughout the year approving such additional expenses. The amended budget is used in presenting the Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual.

4. All annual appropriations lapse at fiscal year-end.

The General Fund did have expenditures in excess of appropriations this deficit was offset with prior year fund balance.

DEFERRED OUTFLOWS AND INFLOWS OF RESOURCES

The District adopted GASB Statement No. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position,* which provides guidance for reporting the financial statement elements of deferred outflows of resources, which represent the consumption of the District's net position that is applicable to a future reporting period, and deferred inflows of resources, which represent the District' acquisition of net position applicable to a future reporting period.

The District adopted GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities,* which establishes accounting and financial reporting standards that reclassify, as deferred outflows of resources or deferred inflows of resources, certain items that were previously reported as assets and liabilities and recognizes, as outflows of resources or inflows of resources, certain items that were previously reported as assets and liabilities.

CASH AND CASH EQUIVALENTS

The District's cash and cash equivalents are considered to be cash on hand and demand deposits with a maturity of three months or less at the date of purchase.

AD VALOREM PROPERTY TAXES

Delinquent taxes are prorated based on rated adopted for the year of the levy. Allowances for uncollectibles within the General Fund are based upon historical experience in collecting property taxes. Uncollectible personal property taxes are periodically reviewed and written off, but the District is prohibited from writing off real property taxes without specific statutory authority from the Texas Legislature. There were no allowance for uncollectible property taxes as of December 31, 2024.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

CAPITAL ASSETS

The accounting treatment over property, plant, and equipment (capital assets) depends on whether the assets are reported in the government-wide or fund financial statements.

Government-wide Statements

In the government-wide financial statements, fixed assets are accounted for as capital assets. Property, plant and equipment purchased or acquired is carried at historical cost or estimated historical cost. Contributed assets are recorded at the fair market value as of the date received. Additions, improvements, and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred.

Leased assets are recorded at the initial measurement of the lease liability, plus any payments made to the lessor at or before the commencement of the lease term and certain direct costs. The cost of all leased assets is amortized over the shorter of the lease term or the useful life of the underlying asset.

Depreciation of all exhaustible capital assets is recorded as an allocated expense in the Statement of Activities, with accumulated depreciation reflected in the Statement of Net Position. Depreciation and amortization of all assets is provided on the straight-line basis over the estimated useful lives with no salvage value. The range of estimated useful lives by type of asset is as follows:

Buildings and Structures	40 years
Vehicles	7-20 years
Other Equipment	5-20 years

The District does not own any infrastructure assets, or have any leases required to be reported under GASB 87.

Fund Financial Statements

In the fund financial statements, capital assets are accounted for as capital outlay expenditures of the governmental fund upon acquisition.

EQUITY CLASSIFICATIONS

Government-wide Statements

Equity is classified as net position and displayed in three components:

a. Net Investment in capital assets – Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

b. Restricted net position – Consists of net position with constraints placed on the use either by (1) external groups such as creditors, grantors, contributors, or laws or regulation of other government; or (2) law through constitutional provisions or enabling legislation.

c. Unrestricted net position – All other net position that does not meet the definition of "restricted" or "net investment in capital assets."

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed.

Fund Statements

Governmental fund equity is classified as fund balance. Fund balance is further classified as non-spendable or spendable with spendable being further classified into restricted, committed, assigned or unassigned.

COMPENSATED ABSENCES

The District had no employees as of year-end.

RISK MANAGEMENT

The District is exposed to various risks of losses related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The District purchases its insurance from regular commercial companies. As of December 31, 2024, no claims or losses have been incurred that were not covered by insurance. There is no liability due to any claim or suit having ever been filed.

USE OF ESTIMATES

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities as of the date of the financial statements and the reported amounts of income and expenses during the period. Operating results in the future could vary from the amounts derived from management's estimates.

DEFERRED OUTFLOWS/INFLOWS OF RESOURCES

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources,* represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

FAIR VALUE MEASUREMENTS

The District complies with GASB Statement No. 72, Fair Value Measurement and Application, which defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction. Fair value accounting requires characterization of the inputs used to measure fair value into a three-level fair value hierarchy as follows:

- Level 1 inputs are based on unadjusted quoted market prices for identical assets or liabilities in an active market the entity has the ability to access

- Level 2 inputs are observable inputs that reflect the assumptions market participants would use in pricing the asset or liability developed based on market data obtained from sources independent from the entity.

- Level 3 are observable inputs that reflect the entity's own assumptions about the assumptions market participants would use in pricing the asset or liability developed based on the best information available.

There are three general valuation techniques that may be used to measure fair value:

- Market approach – uses prices generated by market transactions involving identical or comparable assets or liabilities

- Cost approach – uses the amount that currently would be required to replace the service capacity of an asset (replacement cost)

- Income approach – uses valuation techniques to convert future amounts to present amounts based on current market expectations

NOTE 2: CASH

Deposits were with a contracted depository bank, Frost Bank. As of year-end, deposits exceeded FDIC coverage. Therefore, in accordance with the depository contract, Frost Bank has pledged additional collateral. This collateral consisted of U.S. Government and Local State Securities, having a market value of $610,349 (Category 2). At December 31, 2024, the carrying amount of the District's deposits was $591,415, and the bank balance was $591,797.

NOTE 2: CASH – continued

The collateral pledged is represented by specific identifiable investment securities and classified as to credit risk by the three categories described below:

Category 1: Insured by FDIC or collateralized with securities held by the District or by its agent in its name.
Category 2: Uninsured but collateralized with securities held by the pledging financial institution's trust department or agent in the District's name.
Category 3: Uncollateralized.

	Carrying Value	Bank Balance
Category 1	$250,000	$250,000
Category 2	341,415	341,797
Category 3	-0-	-0-
	$591,415	$591,797

NOTE 3: INVESTMENTS

The District is authorized to purchase, sell, and invest its funds as well as funds under its control in accordance with the Texas Public Investment Act, Government Code Chapter 2256 and its subsequent amendments. During the fiscal year, the District's investments consisted of U.S. government agency securities and participation in local government investment pools (TexPool). The carrying amount of investments as of December 31, 2024 is displayed on the balance sheet as "Investments". The District's deposits and investments are invested pursuant to the investment policy, which is approved annually by the Board.

U.S. government agency securities, totaling $3,671,709, were classified in Level 2 of the Fair Value Hierarchy based on quoted prices for similar assets in active markets.

Local Government Investment Pools, totaling $6,159,743, were not classified in the Fair Value Hierarchy as they are recorded at Net Asset Value.

GASB Statement No. 79, Certain External Investment Pools (GASB 79), establishes how certain state and local government external investment pools may measure and report their investments. An external investment pool may elect to measure, for reporting purposes, all of its investments at amortized cost if it meets certain criteria. In addition, this statement establishes additional note disclosures for external investment pools and their participants.

TexPool operates in a manner consistent with the criteria set forth in GASB 79 and therefore uses amortized cost to report net assets to compute share prices. The State Comptroller of Public Accounts exercises oversight responsibility over TexPool. Oversight includes the ability to significantly influence operations, designation of management, and accountability for fiscal matters. Additionally, the State Comptroller has established an advisory board composed of both participants in TexPool and other persons who do not have a business relationship with TexPool. The Advisory Board members review the investment policy and management fee structure.

NOTE 3: INVESTMENTS – continued

TexPool maintains a Net Asset Value of approximately $1 per share and, as allowed by GASB 79, uses amortized cost to report net assets. TexPool does not have restrictions or limitations on withdrawals.

TexPool is rated AAAm by Standard & Poor's. As a requirement to maintain the rating, weekly portfolio information must be submitted to Standard & Poor's for review. TexPool is also required to send portfolio information to the office of the State Comptroller of Public Accounts.

Investment at December 31, 2024	Total	Level 1	Level 2	Net Asset Value
Government Agencies	$ 3,671,709	$ -	$ 3,671,709	$ -
Local Government Investment Pools	6,159,743	-	-	6,159,743
Fair Value	$ 9,831,452	$ -	$ 3,671,709	$ 6,159,743

Investment at December 31, 2024	Weighted Average Maturity (Days)
Government Agencies	651
Local Government Investment Pools	1

Interest Rate Risk- The District considers the holdings in the local governmental investment pool to have a one day weighted average maturity due to the fact that the share position can usually be redeemed each day at the discretion of the shareholders, unless there has been a significant change.

Credit Risk- Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The ratings of securities by nationally recognized agencies are designed to give an indication of credit risk. The District's investment in government agencies carry the implicit guarantee of the U.S. government.

As of December 31, 2024, the ratings of the District's investments were as follows:

Investment at December 31, 2024	Standard & Poor's Rating	Moody's Rating
Federal Home Loan Bank	AA+, A-1+	Aaa
Federal Farm Credit Bureau	AA+	AAa
Local Government Investment Pools	AAAm	NR

Concentration of Credit Risk- Concentration of credit risk is the risk of loss attributed to the magnitude of a government's investments in a single issuer. At December 31, 2024, all of the District's investments were as follows:

Investment at December 31, 2024	% of Portfolio
Government Agencies	37%
Local Government Investment Pools	63%

NOTE 3: INVESTMENTS – continued

Information regarding investments in any one issues that represents five percent or more of the District's total investment must be disclosed under GASB Statement No. 40, Deposit and Investment Risk Disclosures – an amendment of GASB Statement No. 3, excluding investments issues or explicitly guaranteed by the U.S. government, investments in mutual funds, and investments in external investment pools. At December 31, 2024, the District's investments which require disclosure are as follows:

Issuer	Fair Value	% of Portfolio
Federal Home Loan Bank	$ 2,415,359	25%
Federal Farm Credit Bureau	1,256,350	13%

NOTE 4: PROPERTY TAXES

The District uses the Williamson County Tax Assessor Collector to bill and collect its property tax. The District's property tax is levied each October 1 and are due and payable on or before January 31 of the following year. Property taxes attached an enforceable lien on property as of January 1. All unpaid taxes become delinquent February 1 of the following year. The District pays the County for its tax collection activity in four quarterly payments. The amount is determined by the County based on an amount per each parcel of taxable property, or account taxable by the District. The assessed value of the roll as of January 1, 2024, upon which the 2024 levy was based, was $246,203,715 as certified by the Williamson County Central Appraisal District.

The total 2024 levy was $2,462,037 and the tax rate was $0.10 per $100 assessed valuation. Property taxes are considered fully collectible and therefore no allowance for uncollectible taxes is provided.

NOTE 5: COMMITMENTS

The District has entered into an agreement with the Jollyville Volunteer Fire Department to provide fire protection and/or emergency medical first responder services as necessary. Payments are made quarterly and total $1,892,726 for the year ending December 31, 2024. In addition, the District is responsible for contributing to Texas Emergency Services Retirement Systems (TESRS) on behalf of the Jollyville Volunteer Fire Department employees. This contract renews annually and terminates upon written consent of either party.

NOTE 6: CAPITAL ASSETS

Capital asset activity for the year ended December 31, 2024, was as follows:

	Balance 12/31/2023	Additions/ Completions	Retirements/ Adjustments	Balance 12/31/2024
Governmental Activities:				
Capital assets not being depreciated:				
Land	$ 10	$ -	$ -	$ 10
Construction in Progress	-	47,088	-	47,088
Total capital assets not being depreciated	10	47,088	-	47,098
Depreciable capital assets				
Buildings	1,822,270	33,436	-	1,855,706
Vehicles & Equipment	5,384,943	41,726	-	5,426,669
Furniture & Fixtures	54,375	-	-	54,375
Total depreciable capital assets	7,261,588	75,162	-	7,336,750
Less accumulated depreciation	(3,797,080)	(395,728)	-	(4,192,808)
Total depreciable capital assets, net	3,464,508	(320,566)	-	3,143,942
Governmental activities capital assets, net	$3,464,518	$ (273,478)	$ -	$3,191,040

Current year depreciation expense was $395,728.

NOTE 7: PENSION PLAN

Plan Description

The District participates in a cost-sharing multiple-employer defined benefit pension plan that is administered by the Texas Emergency Services Retirement System (TESRS). TESRS was created by the Texas Legislature and administers contributions made to it from various statewide emergency and fire-fighting organizations.

Pension Plan Fiduciary Net Position

Detailed information about TESRS's fiduciary net position is available in a separately issued Annual Financial Report that includes financial statements and required supplementary information. That report may be obtained on TESRS's website, www.tesrs.org.

NOTE 7: PENSION PLAN – continued

Benefits Provided

TESRS provides retirement benefits as well as death and disability benefits. Member vesting occurs at 50% after 10 years of credited service and an additional 10% for each of the following five years of credited service. Upon reaching age 55, each vested member may retire and receive a monthly pension equal to their vested percent multiplied by six times the average monthly contribution over the member's year sof qualified service. For years of service in excess of 15 years, this monthly benefit is increased at a rate of 6.2% compounded annually. There is no provision for automatic postretirement benefit increases. Death and disability benefits are dependent on whether the member was engaged in the performance of duties at the time of death or disability. Death benefits include a lump sum amount or continuing monthly payments to a member's surviving spouse and dependent children.

Contributions

The minimum contribution requirements are set by board rule and there is no maximum contribution rate. The District makes 100% of all contributions currently at $490 per employee per month. All obligations are fully funded semi-annually. No contributions are required by the members nor are they allowed. During the year, the District decided to make an addition lump sum contribution in the amount of $25,000. The actual contributions for the year ended December 31, 2024 equaled $130,850.

Net Pension Liability

Actuarial Assumptions

The total pension liability in the August 31, 2024 actuarial valuation was determined using the following actuarial assumptions:

Valuation Date	August 31, 2024
Actuarial Cost Method	Individual Entry Age Normal
Amortization Method	Level Percentage of Payroll, Open
Remaining Amortization Period	30 years
Asset Valuation Method	5 year Market Value
Discount Rate	5.38%
Long-term expected Investment Rate of Return*	7.25%
Mortality	PubS-2010 (public-safety) below median income mortality table for employees, projected for mortality improvement generationally using projection scale MP-2019

*Includes Inflation of 2.75%

The actuarial methods and assumptions are primarily based on a study of actual experience for the six year period ending August 31, 2018 as supplemented by the recommended assumptions for the August 31, 2024 valuation.

NOTE 7: PENSION PLAN – continued

Long-Term Expected Rate of Return

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimates ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target allocation percentage and by adding expected inflation. In addition, the final assumption was selected by "rounding down" and thereby reflects a reduction of 0.10% for adverse deviation.

Asset Class	Target Allocation	Long-term Expected Real Rate of Return
Equities – Large cap domestic	20%	5.71%
Equities – Small cap domestic	10%	5.98%
Equities – Developed Internation	15%	6.19%
Equities – Emerging markets	5%	7.38%
Global Infrastructure	5%	6.63%
Real Estate	10%	4.50%
Multi asset income	5%	3.75%
Fixed income	30%	1.97%
Weighted average		4.60%

Discount Rate

The discount rate used to measure the total pension liability was 5.38%. The TESRS plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active, inactive, and retired members. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return, and the municipal bond rate does not apply.

Changes Since the Prior Actuarial Valuation

There were no changes in assumptions since the prior measurement date.

There were no changes of benefit terms that affected measurement of the total pension liability during the measurement period.

Sensitivity Analysis

The following presents the net pension liability of the District, calculated using the discount rate of 5.38%, as well as what the District's net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (4.38%) or 1 percentage point higher (6.38%) than the current rate.

	1% Decrease	Current Discount Rate	1% Increase
	4.38%	5.38%	6.38%
Total pension liability/(asset)	$2,320,618	$1,681,490	$1,176,949

NOTE 7: PENSION PLAN – continued

Pension Liabilities, Pension Expense, and Deferred Outflows and Inflows of Resources Related to Pensions

At December 31, 2024, the District reported a liability of $1,681,490 for its proportionate share of the TESRS's net pension liability.

The net pension liability was measured as of August 31, 2021 and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of August 31, 2020 and rolled forward to August 31, 2021. The employer's proportion of the net pension liability was based on the employer's contributions to the pension plan relative to the contributions of all employers to the plan for the period September 1 through August 31.

At August 31, 2021 the employer's proportion of the collective net pension liability was 1.566% which was an increase of 0.322% from its proportion measured as of August 31, 2023.

For the year ended December 31, 2024, the District recognized pension expense of $130,850.

As of December 31, 2024, the deferred outflows and inflows of resources are as follows:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Net difference between projected and actual earnings	$ 90,296	$ -
Difference due to changes in actuarial assumptions	598,982	-
Difference in expected and actual experience	56,304	-
Total	$ 745,583	$ -

The deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended December 31:	Pension Expense Amount
2025	$ 442,730
2026	329,889
2027	(10,054)
2028	(16,983)
2029	-
Thereafter	-
Total	$ 745,583

NOTE 7: PENSION PLAN – continued

Net Pension Liability reflects 100% of the District's long-term liabilities and are reflected as such within the Statement of Net Assets. Changes in Net Pension Liability are reflected as follows:

	Balance 12/31/2023	Additions	Retirements	Balance 12/31/2024	Due Within One Year
Net Pension Liability	$ 538,492	$ 1,142,998	$ -	$ 1,681,490	$ -
Total Long-term Obligations	$ 538,492	$ 1,142,998	$ -	$ 1,681,490	$ -

NOTE 8: FUND BALANCE

The District complies with GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, which establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds. Those fund balance classifications are described below.

Non-spendable - Amounts that cannot be spent because they are either not in a spendable form or are legally or contractually required to be maintained intact.

Restricted - Amounts that can be spent only for specific purposes because of constitutional provisions, or enabling legislation, or because of constraints that are externally imposed by creditors, grantors, contributors, or the laws or regulations of other governments.

Committed - Amounts that can only be used for specific purpose pursuant to approval by formal action by the Board. The Board is the highest level of decision-making authority for the District. Commitments may be established, modified, or rescinded only through resolutions approved by the Board.

Assigned - For the General Fund, amounts that are appropriated by the Board or Board designee that are to be used for specific purposes. For all other governmental funds, any remaining positive amounts not previously classified as non-spendable, restricted, or committed.

Unassigned - Amounts that are available for any purpose; these amounts can be reported only in the District's General Fund.

Fund balance of the District may be committed for a specific purpose by formal action of the Board, the District's highest level of decision-making authority. Commitments may be established, modified, or rescinded only through a resolution approved by the Board.

In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended is as follows: restricted fund balance, committed fund balance, assigned fund balance, and lastly, unassigned fund balance.

As of December 31, 2024, the District has not adopted a minimum fund balance policy.

NOTE 8: FUND BALANCE – continued

Government Fund Balances are as follows:

Non-spendable:	$ 648,324
Restricted:	-
Committed:	
Equipment & Contingencies	500,000
Fire Station Reserve	500,000
Assigned	-
Unassigned	9,480,527
Total Fund Balance:	$ 11,128,851

NOTE 9: EXPLANATION OF DIFFERENCES BETWEEN GOVERNMENTAL FUND AND GOVERNMENT-WIDE STATEMENTS

Differences between the Governmental Fund Balance Sheet and the Statement of Net Position:

The differences (as reflected in the adjustments column) primarily result from the long-term economic resources focus of the statement of net position versus the current financial resources focus of the governmental fund balance sheet.

When capital assets (land, buildings, equipment) that are to be used in governmental activities are purchased or constructed, the costs of those assets are reported as expenditures in governmental funds. However, the statement of net position includes those capital assets among the assets of the District as a whole.

Cost of capital assets	$7,383,848
Accumulated Depreciation	(4,192,808)
	$3,191,040

Accrued interest receivable is not receivable in the current period, and, therefore, is not reported in the funds.

Accrued interest	$28,072

The statement of net position includes as Deferred Outflows of Resources amounts that are permitted to be recognized as part of pension expense over a period of years in the governmental funds.

Deferred outflows related to pensions	$745,583

Long-term liabilities applicable to the district's governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities. All liabilities – both current and long-term—are reported in the statement of net position.

Due within one year	$-0-
Due after one year	$1,681,490
	$1,681,490

NOTE 9: EXPLANATION OF DIFFERENCES BETWEEN GOVERNMENTAL FUND AND GOVERNMENT-WIDE STATEMENTS – continued

Taxes receivable are offset by deferred revenues in the governmental funds and thus are not included in fund balance.

Deferred revenue	($1,053,327)

Differences between the Governmental Fund Operating Statement and the Statement of Net Activities:

The differences (as reflected in the adjustments column) arise primarily from the long-term economic resources focus of the statement of activities versus the current financial resources focus of the governmental funds.

Some expenses reporting in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.

Adjustment for Pension Liability	$1,142,998
Change in Deferred Inflows/Outflows	(577,649)
Total adjustment	$565,349

When capital assets that are to be used in governmental activities are purchased or constructed, the resources expended for those assets are reported as expenditures in governmental funds. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.

Capital outlay	$(122,250)
Depreciation Expense	395,728

Because some property taxes will not be collected for several months after the district's fiscal year ends, they are not considered as "available" revenues in the governmental funds.

Adjustment for property taxes collected	($187,265)

Interest income is recognized as revenue in the governmental funds. The statement of activities includes only the interest income for the current period.

Change in accrued interest	$28,072

NOTE 10: PRIOR PERIOD ADJUSTMENT

The beginning net position balance of the District has been restated on the Statement of Activities to record a prior period adjustment to correct an overstatement accumulated depreciation and to correct an understatement of net pension liability, deferred inflows-pension, and deferred outflows-pension. A reconciliation of the prior period ending net position balance to the current year beginning net position balance is as follows:

	Governmental Activities
Beginning Net Position	$12,627,004
Adjustments to correct:	
Overstatement of Accumulated Depreciation	1,793,709
Understatement of Pension Liability	(538,492)
Understatement of Pension Deferred Inflows	(1,039)
Understatement of Pension Deferred Outflows	168,973
Beginning Net Position, as restated	$14,050,155

This correction had no impact on the prior year change in fund balance.

NOTE 11: DATE OF MANAGEMENT'S REVIEW

Management has evaluated subsequent events through the date of the auditor's report, the date the financial statements were available to be issued.

Required Supplemental Information

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. ONE
GOVERNMENTAL FUND REVENUES, EXPENDITURES, AND
BUDGET TO ACTUAL COMPARISON - GENERAL FUND
FOR THE YEAR ENDING DECEMBER 31, 2024

	Budget		Actual Amounts Budgetary Basis	Favorable/ (Unfavorable)
	Original	Final		
GENERAL REVENUES				
Ad Valorem Taxes	$ 2,418,606	$ 2,418,606	$ 2,615,329	$ 196,723
Sales Tax	800,000	800,000	1,015,147	215,147
Interest Income	300,000	300,000	471,058	171,058
Grants	12,000	12,000	11,302	(698)
Miscellaneous	-	-	-	-
Total Revenues	$ 3,530,606	$ 3,530,606	$ 4,112,836	$ 582,230
				-
EXPENDITURES/EXPENSES				-
Contracted Services	$ 2,538,810	$ 2,538,810	$ 1,892,726	$ 646,084
Pension Contributions	105,000	105,000	130,850	(25,850)
Tax Collector/Appraisal District Fees	16,000	16,000	19,934	(3,934)
Insurance	61,198	61,198	72,279	(11,081)
Utilities	38,000	38,000	57,892	(19,892)
Communications	10,500	10,500	29,220	(18,720)
Professional Services	22,000	22,000	32,389	(10,389)
Repair and Maintenance	92,500	92,500	186,229	(93,729)
Apparatus/Operational Supplies	41,800	41,800	140,223	(98,423)
Training and Travel	7,600	7,600	14,276	(6,676)
Miscellaneous	-	-	1,320	(1,320)
Capital Outlay	400,000	400,000	122,250	277,750
Total expenditures/expenses	$ 3,333,408	$ 3,333,408	$ 2,699,588	$ 633,820
Excess (Deficiency) of revenues over expenditures	$ 197,198	$ 197,198	$ 1,413,248	$ 1,216,050
Fund Balance Beginning of the year			$ 9,715,603	
End of the year			$ 11,128,851	

See Accompanying Notes to the Financial Statements

Williamson County Emergency Services District No. 1
Schedule of District's Proportionate Share of the Net Pension Liability and Related Footnotes
December 31, 2024*

	2024	2023	2022	2021
District's proportion of the net pension liability	1.566%	1.244%	1.148%	0.510%
District's proportionate share of the net pension liability	1,681,490	538,492	471,025	54,642
Number of active members	18	**	**	**
District's proportionate share of the net pension liability per active member	93,416	**	**	**
Plan fiduciary net pension as a percentage of the total pension liability	56.3%	74.6%	75.2%	93.1%

* Schedule is intended to show information for 10 years. Additional years will be displayed as they become available.

** Information not available

The following were changes to the actuarial assumptions or other inputs that affected measurement of the total pension liability since the prior measurement period:

(1) A reduction of the investment return assumption from 7.50% to 7.25%.
(2) A reduction of the inflation assumption from 3.00% to 2.75%.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2

WILLIAMSON COUNTY, TEXAS

ANNUAL FINANCIAL REPORT

DECEMBER 31, 2024

McCALL GIBSON SWEDLUND BARFOOT ELLIS PLLC
Certified Public Accountants

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McCall Gibson Swedlund Barfoot Ellis PLLC

Certified Public Accountants

Chris Swedlund
Noel W. Barfoot
Joseph Ellis
Ashlee Martin

Mike M. McCall
(retired)
Debbie Gibson
(retired)

INDEPENDENT AUDITOR'S REPORT

Board of Commissioners
Williamson County Emergency
Services District No. 2
Williamson County, Texas

Opinions

We have audited the accompanying financial statements of the governmental activities and major fund of Williamson County Emergency Services District No. 2 (the "District") as of and for the year ended December 31, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and major fund of the District as of December 31, 2024, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis and the Schedule of Revenues, Expenditures and Changes in Fund Balance – General Fund be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The other supplementary information is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The supplementary information, excluding that portion marked "Unaudited" on which we express no opinion or provide an assurance, has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

McCall Gibson Swedlund Barfoot Ellis PLLC

McCall Gibson Swedlund Barfoot Ellis PLLC
Certified Public Accountants
Houston, Texas

April 17, 2025

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED DECEMBER 31, 2024

Management's discussion and analysis of Williamson County Emergency Services District No. 2's (the "District") financial performance provides an overview of the District's financial activities for the fiscal year ended December 31, 2024. Please read it in conjunction with the District's financial statements.

USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements. The basic financial statements include: (1) combined fund financial statements and government-wide financial statements and (2) notes to the financial statements. The combined fund financial statements and government-wide financial statements combine both: (1) the Statement of Net Position and Governmental Fund Balance Sheet and (2) the Statement of Activities and Governmental Fund Statement of Revenues, Expenditures and Changes in Fund Balance. This report also includes required and other supplementary information in addition to the basic financial statements.

GOVERNMENT-WIDE FINANCIAL STATEMENTS

The District's annual report includes two financial statements combining the government-wide financial statements and the fund financial statements. The government-wide financial statements provide both long-term and short-term information about the District's overall status. Financial reporting at this level uses a perspective like that found in the private sector with its basis in full accrual accounting and elimination or reclassification of internal activities.

The Statement of Net Position includes all the District's assets, liabilities and deferred inflows and outflows of resources, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District as a whole is improving or deteriorating. Evaluation of the overall health of the District would extend to other non-financial factors.

The Statement of Activities reports how the District's net position changed during the current fiscal year. All current year revenues and expenses are included regardless of when cash is received or paid.

FUND FINANCIAL STATEMENTS

The combined statements also include fund financial statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District has one governmental fund type. The General Fund accounts for resources not accounted for in another fund, property tax revenues, costs of assessing and collecting taxes, and general expenditures.

FUND FINANCIAL STATEMENTS (Continued)

Governmental funds are reported in each of the financial statements. The focus in the fund financial statements provides a distinctive view of the District's governmental fund. These statements report short-term fiscal accountability focusing on the use of spendable resources and balances of spendable resources available at the end of the year. They are useful in evaluating annual financing requirements of the District and the commitment of spendable resources for the near-term.

Since the government-wide focus includes the long-term view, comparisons between these two perspectives may provide insight into the long-term impact of short-term financing decisions. The adjustments columns, the Reconciliation of the Governmental Fund Balance Sheet to the Statement of Net Position and the Reconciliation of the Governmental Fund Statement of Revenues, Expenditures and Changes in Fund Balance to the Statement of Activities explain the differences between the two presentations and assist in understanding the differences between these two perspectives.

NOTES TO THE FINANCIAL STATEMENTS

The accompanying notes to the financial statements provide information essential to a full understanding of the government-wide and fund financial statements.

OTHER INFORMATION

In addition to the financial statements and accompanying notes, this report also presents certain required supplementary information ("RSI") and other supplementary information. The budgetary comparison schedule is included as RSI for the General Fund.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Net position may serve over time as a useful indicator of the District's financial position. In the case of the District, assets exceeded liabilities and deferred inflows of resources by $8,009,763 as of December 31, 2024.

A portion of the District's net position reflects its net investment in capital assets (buildings, vehicles and equipment less any debt used to acquire those assets that is still outstanding). The District uses these assets to provide for firefighting and emergency services.

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The following is a comparative analysis of government-wide changes in net position:

	Summary of Changes in the Statement of Net Position		
	2024	2023	Change Positive (Negative)
Current and Other Assets	$ 9,949,567	$ 9,626,718	$ 322,849
Capital Assets (Net of Accumulated Depreciation)	6,923,228	6,247,994	675,234
Total Assets	$ 16,872,795	$ 15,874,712	$ 998,083
Long -Term Liabilities	$ 3,413,369	$ 3,759,075	$ 345,706
Other Liabilities	426,732	441,426	14,694
Total Liabilities	$ 3,840,101	$ 4,200,501	$ 360,400
Deferred Inflows of Resources	$ 5,022,931	$ 4,528,087	$ (494,844)
Net Position:			
Net Investment in Capital Assets	$ 3,164,153	$ 2,155,080	$ 1,009,073
Unrestricted	4,845,610	4,991,044	(145,434)
Total Net Position	$ 8,009,763	$ 7,146,124	$ 863,639

The following table provides a summary of the District's operations for the years ended December 31, 2024, and December 31, 2023.

	Summary of Changes in the Statement of Activities		
	2024	2023	Change Positive (Negative)
Revenues:			
Property Taxes	$ 4,512,883	$ 4,378,165	$ 134,718
Mutual Aid Revenues	21,791	23,870	(2,079)
Other Revenues	332,877	342,746	(9,869)
Total Revenues	$ 4,867,551	$ 4,744,781	$ 122,770
Expenses for Services	4,620,790	4,151,299	(469,491)
Other Financing Sources	616,878		(616,878)
Change in Net Position	$ 863,639	$ 593,482	$ 270,157
Net Position, Beginning of Year	7,146,124	6,552,642	593,482
Net Position, End of Year	$ 8,009,763	$ 7,146,124	$ 863,639

FINANCIAL ANALYSIS OF THE DISTRICT'S GOVERNMENTAL FUNDS

The District's General Fund fund balance as of December 31, 2024, was $4,820,747, a decrease of $181,383 from the prior year. This decrease was primarily due to operating expenditures exceeding property tax revenues and operating revenues.

GENERAL FUND BUDGETARY HIGHLIGHTS

The Board of Commissioners annually adopts an unappropriated budget for the General Fund and amended the budget during the current fiscal year. Actual revenues were $40,104 less than amended budgeted revenues. Actual expenditures were $185,705 less than amended budgeted expenditures.

CAPITAL ASSETS

Capital assets as of December 31, 2024, total $6,923,228 (net of accumulated depreciation) and include buildings, vehicles and equipment.

Capital Assets At Year-End, Net of Accumulated Depreciation

	2024	2023	Change Positive (Negative)
Capital Assets Not Being Depreciated:			
Land and Land Improvements	$ 209,694	$ 209,694	$
Capital Assets, Net of Accumulated Depreciation:			
Buildings and Improvements	5,349,854	5,385,464	(35,610)
Firefighting Vehicles and Equipment	1,363,680	652,836	710,844
Total Net Capital Assets	$ 6,923,228	$ 6,247,994	$ 675,234

Additional information on the District's capital assets can be found in Note 6 of this report.

LONG-TERM DEBT ACTIVITY

At the end of the current fiscal year, the District had total long-term debt payable of $3,759,075. The changes in the debt position of the District during the fiscal year ended December 31, 2024, are summarized as follows:

Notes Payable, January 1, 2024	$ 4,092,914
Less: Note Principal Paid	333,839
Notes Payable, December 31, 2024	$ 3,759,075

CONTACTING THE DISTRICT'S MANAGEMENT

This financial report is designed to provide a general overview of the District's finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to Williamson County Emergency Services District No. 2, 16248 Great Oaks Drive, Round Rock, TX 78681.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2
STATEMENT OF NET POSITION AND GOVERNMENTAL FUND BALANCE SHEET
DECEMBER 31, 2024

	General Fund	Adjustments	Statement of Net Position
ASSETS			
Cash	$ 7,397	$	$ 7,397
Investments	6,855,922		6,855,922
Receivables:			
Property Taxes	2,080,587		2,080,587
Penalty and Interest on Delinquent Taxes		21,683	21,683
Accrued Interest	35,189		35,189
Prepaid Costs	948,789		948,789
Land		209,694	209,694
Capital Assets (Net of Accumulated Depreciation)		6,713,534	6,713,534
TOTAL ASSETS	$ 9,927,884	$ 6,944,911	$ 16,872,795
LIABILITIES			
Accounts Payable	$ 37,956	$	$ 37,956
Accrued Interest Payable		43,070	43,070
Long-Term Liabilities:			
Note Payable Within One Year		345,706	345,706
Note Payable After One Year		3,413,369	3,413,369
TOTAL LIABILITIES	$ 37,956	$ 3,802,145	$ 3,840,101
DEFERRED INFLOWS OF RESOURCES			
Property Taxes	$ 5,069,181	$ (46,250)	$ 5,022,931
FUND BALANCE			
Nonspendable -			
Prepaid Costs	$ 948,789	$ (948,789)	$
Unassigned	3,871,958	(3,871,958)	
TOTAL FUND BALANCE	$ 4,820,747	$ (4,820,747)	$ - 0 -
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCE	$ 9,927,884		
NET POSITION			
Net Investment in Capital Assets		$ 3,164,153	$ 3,164,153
Unrestricted		4,845,610	4,845,610
TOTAL NET POSITION		$ 8,009,763	$ 8,009,763

The accompanying notes to the financial statements are an integral part of this report.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2
RECONCILIATION OF THE GOVERNMENTAL FUND BALANCE SHEET TO THE STATEMENT OF NET POSITION
DECEMBER 31, 2024

Total Fund Balance - Governmental Funds		$ 4,820,747
Amounts reported for governmental activities in the Statement of Net Position are different because:		
Land, construction in progress and capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental fund.		6,923,228
Deferred inflows of resources related to property tax revenues and uncollected penalty and interest revenues on delinquent taxes for the 2023 and prior tax levies became part of recognized revenues in the governmental activities of the District.		67,933
Certain liabilities are not due and payable in the current period and, therefore, are not reported as liabilities in the governmental fund. These liabilities at year-end consist of:		
Accrued Interest Payable	$ (43,070)	
Notes Payable Within One Year	(345,706)	
Notes Payable After One Year	(3,413,369)	(3,802,145)
Total Net Position - Governmental Activities		$ 8,009,763

The accompanying notes to the financial statements are an integral part of this report.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2
STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUND STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
FOR THE YEAR ENDED DECEMBER 31, 2024

	General Fund	Adjustments	Statement of Activities
REVENUES			
Property Taxes	$ 4,486,855	$ 26,028	$ 4,512,883
Mutual Aid Revenues	21,791		21,791
Penalty and Interest	9,198	5,807	15,005
Investment Revenues	317,715		317,715
Miscellaneous Revenues	157		157
TOTAL REVENUES	$ 4,835,716	$ 31,835	$ 4,867,551
EXPENDITURES/EXPENSES			
Service Operations:			
District Services - Sam Bass Fire Department	$ 3,940,000	$	$ 3,940,000
Accounting and Auditing Fees	66,380		66,380
Appraisal District Fees	27,093		27,093
Commissioner Fees	12,100		12,100
Legal Fees-General	6,195		6,195
Legal Fees-Delinquent Tax Collections	1,648		1,648
Tax Assessor/Collector Fees	3,988		3,988
Depreciation		339,031	339,031
Election Costs	18,674		18,674
Other	52,568		52,568
Capital Outlay	1,014,265	(1,014,265)	
Debt Service:			
Note Principal	333,839	(333,839)	
Note Interest	157,227	(4,114)	153,113
TOTAL EXPENDITURES/EXPENSES	$ 5,633,977	$ (1,013,187)	$ 4,620,790
EXCESS OF REVENUES OVER EXPENDITURES	$ (798,261)	$ 1,045,022	$ 246,761
OTHER FINANCING SOURCES			
Proceeds from Sale of Assets	$ 51,500	$	$ 51,500
Insurance Proceeds	565,378		565,378
TOTAL OTHER FINANCING SOURCES	$ 616,878	$ -0-	$ 616,878
NET CHANGE IN FUND BALANCE	$ (181,383)	$ 181,383	$
CHANGE IN NET POSITION		863,639	863,639
FUND BALANCE/NET POSITION - JANUARY 1, 2024	5,002,130	2,143,994	7,146,124
FUND BALANCE/NET POSITION - DECEMBER 31, 2024	$ 4,820,747	$ 3,189,016	$ 8,009,763

The accompanying notes to the financial statements are an integral part of this report.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2
RECONCILIATION OF THE GOVERNMENTAL FUND STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE TO THE STATEMENT OF ACTIVITIES FOR THE YEAR ENDED DECEMBER 31, 2024

Net Change in Fund Balance - Governmental Fund	$	(181,383)
Amounts reported for governmental activities in the Statement of Activities are different because:		
Governmental funds report tax revenues when collected. However, in the government-wide financial statements, revenues are recorded in the accounting period for which the taxes are levied.		26,028
Governmental funds report penalty and interest revenues on delinquent property taxes when collected. However, in the government-wide financial statements, revenues are recorded when penalty and interest are assessed.		5,807
Governmental funds do not account for depreciation. However, in the government-wide financial statements, capital assets are depreciated and depreciation expense is recorded in the Statement of Activities.		(339,031)
Governmental funds report capital asset purchases as expenditures in the period purchased. However, in the government-wide financial statements, capital assets are increased by new purchases that meet the District's threshold for capitalization, and are owned and maintained by the District. All other capital asset purchases are expensed in the Statement of Activities.		1,014,265
Governmental funds report principal payments on long-term liabilities as expenditures. However, in the government-wide financial statements, principal payments decrease long-term liabilities and the Statement of Activities is not affected.		333,839
Governmental funds report interest payments on capital leases and notes as expenditures in the year paid. However, in the Statement of Net Position, interest is accrued on leases and notes through fiscal year-end.		4,114
Change in Net Position - Governmental Activities	$	863,639

The accompanying notes to the financial statements are an integral part of this report.

NOTE 1. CREATION OF DISTRICT

Williamson County Rural Fire Prevention District No. 2 was created November 3, 1987, under Chapter 794 of the Health and Safety Code. At an election held on August 9, 1997, voters approved to convert the District to an emergency services district. Effective September 8, 1997, the District became Williamson County Emergency Services District No. 2 (the "District"). The District now operates under Chapter 775 of the Health and Safety Code. The District was established to provide operating and capital funds for the contracting of fire protection services to the residents of the District.

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America as promulgated by the Governmental Accounting Standards Board ("GASB").

The District is a political subdivision of the State of Texas governed by an appointed board. GASB has established the criteria for determining whether an entity is a primary government or a component unit of a primary government. The primary criteria are that it has a separately elected governing body, it is legally separate, and it is fiscally independent of other state and local governments. Under these criteria, the District is considered a primary government and is not a component unit of any other government. Additionally, no other entities meet the criteria for inclusion in the District's financial statement as component units.

Financial Statement Presentation

These financial statements have been prepared in accordance with GASB Codification of Governmental Accounting and Financial Reporting Standards Part II, Financial Reporting ("GASB Codification").

GASB Codification sets forth standards for external financial reporting for all state and local government entities, which include a requirement for a Statement of Net Position and a Statement of Activities. It requires the classification of net position into three components: Net Investment in Capital Assets; Restricted; and Unrestricted. These classifications are defined as follows:

- Net Investment in Capital Assets – This component of net position consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvements of those assets.

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Financial Statement Presentation (Continued)

- Restricted Net Position – This component of net position consists of external constraints placed on the use of assets imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulation of other governments or constraints imposed by law through constitutional provisions or enabling legislation.

- Unrestricted Net Position – This component of net position consists of assets that do not meet the definition of Restricted or Net Investment in Capital Assets.

When both restricted and unrestricted resources are available for use, generally it is the District's policy to use restricted resources first.

Government-Wide Financial Statements

The Statement of Net Position and the Statement of Activities display information about the District as a whole. The District's Statement of Net Position and Statement of Activities are combined with the governmental fund financial statements. The District is viewed as a special-purpose government and has the option of combining these financial statements.

The Statement of Net Position is reported by adjusting the governmental fund types to report on the full accrual basis, economic resource basis, which recognizes all long-term assets and receivables as well as long-term debt and obligations. Any amounts recorded due to and due from other funds are eliminated in the Statement of Net Position.

The Statement of Activities is reported by adjusting the governmental fund types to report only items related to current year revenues and expenditures. Items such as capital outlay are allocated over their estimated useful lives as depreciation expense. Internal activities between governmental funds, if any, are eliminated by adjustment to obtain net total revenues and expenses in the government-wide Statement of Activities.

Fund Financial Statements

As discussed above, the District's fund financial statements are combined with the government-wide financial statements. The fund financial statements include a Governmental Fund Balance Sheet and a Governmental Fund Statement of Revenues, Expenditures and Changes in Fund Balance.

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Governmental Funds

The District has one governmental fund; therefore, it is a major fund.

General Fund - To account for resources not required to be accounted for in another fund, property tax revenues, costs of assessing and collecting taxes and general expenditures.

Basis of Accounting

The District uses the modified accrual basis of accounting for governmental fund types. The modified accrual basis of accounting recognizes revenues when both "measurable and available." Measurable means the amount can be determined. Available means collectible within the current period or soon enough thereafter to pay current liabilities. The District considers revenues reported in governmental funds to be available if they are collectible within 60 days after year-end. Also, under the modified accrual basis of accounting, expenditures are recorded when the related fund liability is incurred, except for principal and interest on long-term debt, which are recognized as expenditures when payment is due.

Property taxes considered available by the District and recorded as revenues include the 2023 tax levy collections during the period October 1, 2023, to December 31, 2024, and taxes collected from January 1, 2024, to December 31, 2024, for all prior tax levies. The 2024 tax levy has been fully deferred to meet the District's planned expenditures in the 2025 fiscal year.

Capital Assets

Capital assets, which include land, buildings and equipment, are reported in the government-wide Statement of Net Position. All capital assets are valued at historical cost or estimated historical cost if actual historical cost is not available. Donated assets are valued at their acquisition value on the date donated. Repairs and maintenance are recorded as an expenditure in the governmental fund incurred and as an expense in the government-wide Statement of Activities. Capital asset additions, improvements and preservation costs that extend the life of an asset are capitalized and depreciated over the estimated useful life of the asset.

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Capital Assets (Continued)

All capital assets are capitalized if they have an original cost of $5,000 or more and a useful life of at least two years. Depreciation is calculated on each class of depreciable property using no salvage value and the straight-line method of depreciation. Estimated useful lives are as follows:

	Years
Buildings and Improvements	40
Firefighting Vehicles	5-15
Equipment	4-15
Office Equipment and Furnishings	2-10

Budgeting

An annual unappropriated budget is adopted for the General Fund by the District's Board of Directors. The budget is prepared using the same method of accounting as for financial reporting. The original General Fund budget for the current year was amended. The Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – General Fund presents the original and revised budget amounts, if revised, compared to the actual amounts of revenues and expenditures for the current year.

Pensions

The District has not established a pension plan as the District does not have employees. The Internal Revenue Service has determined that fees of office received by Commissioners are wages subject to federal income tax withholding for payroll tax purposes only.

Measurement Focus

Measurement focus is a term used to describe which transactions are recognized within the various financial statements. In the government-wide Statement of Net Position and Statement of Activities, the governmental activities are presented using the economic resources measurement focus. The accounting objectives of this measurement focus are the determination of operating income, changes in net position, financial position, and cash flows. All assets, liabilities, and deferred inflows and outflows of resources associated with the activities are reported. Fund equity is classified as net position.

Governmental fund types are accounted for on a spending or financial flow measurement focus. Accordingly, only current assets and current liabilities are included on the Governmental Fund Balance Sheet, and the reported fund balance provides an indication of available spendable or appropriable resources. Operating statements of governmental fund types report increases and decreases in available spendable resources. Fund balances in the governmental fund are classified using the following hierarchy:

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus (Continued)

Nonspendable: amounts that cannot be spent either because they are in nonspendable form or because they are legally or contractually required to be maintained intact.

Restricted: amounts that can be spent only for specific purposes because of constitutional provisions, or enabling legislation, or because of constraints that are imposed externally. The District does not have any restricted fund balances.

Committed: amounts that can be spent only for purposes determined by a formal action of the Board of Commissioners. The Board is the highest level of decision-making authority for the District. This action must be made no later than the end of the fiscal year. Commitments may be established, modified, or rescinded only through ordinances or resolutions approved by the Board. The District does not have any committed fund balances.

Assigned: amounts that do not meet the criteria to be classified as restricted or committed, but that are intended to be used for specific purposes. The District has not adopted a formal policy regarding the assignment of fund balances. The District does not have any assigned fund balances.

Unassigned: all other spendable amounts in the General Fund.

When expenditures are incurred for which restricted, committed, assigned or unassigned fund balances are available, the District considers amounts to have been spent first out of restricted funds, then committed funds, then assigned funds, and finally unassigned funds.

Accounting Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3. TAX LEVY

During the year ended December 31, 2024, the District levied an ad valorem tax at the rate of $0.098216 per $100 of assessed valuation, which resulted in a tax levy of $5,022,931 on the adjusted taxable valuation of $5,113,795,817 for the 2024 tax year.

All property values and exempt status, if any, are determined by the appraisal district. Assessed values are determined as of January 1 of each year, at which time a tax lien attaches to the related property. Taxes are levied around October/November, are due upon receipt and are delinquent the following February 1. Penalty and interest attach thereafter.

NOTE 4. DEPOSITS AND INVESTMENTS

Deposits

Custodial credit risk is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party. The District's deposit policy for custodial credit risk requires compliance with the provisions of Texas statutes.

Texas statutes require that any cash balance in any fund shall, to the extent not insured by the Federal Deposit Insurance Corporation or its successor, be continuously secured by a valid pledge to the District of securities eligible under the laws of Texas to secure the funds of the District, having an aggregate market value, including accrued interest, at all times equal to the uninsured cash balance in the fund to which such securities are pledged. At fiscal year-end, the carrying amount of the District's deposits was $1,182,397 and the bank balance was $1,281,202.

The bank balance was fully covered by federal depository insurance.

The carrying values of the deposits are included in the Governmental Funds and the Statement of Net Position at December 31, 2024, as listed below:

	Cash	Certificates of Deposit	Total
GENERAL FUND	$ 7,397	$ 1,175,000	$ 1,182,397

NOTE 4. DEPOSITS AND INVESTMENTS (Continued)

Investments

Under Texas law, the District is required to invest its funds under written investment policies that primarily emphasize safety of principal and liquidity and that address investment diversification, yield, maturity, and the quality and capability of investment management, and all District funds must be invested in accordance with the following investment objectives: understanding the suitability of the investment to the District's financial requirements, first; preservation and safety of principal, second; liquidity, third; marketability of the investments if the need arises to liquidate the investment before maturity, fourth; diversification of the investment portfolio, fifth; and yield, sixth. The District's investments must be made "with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived." No person may invest District funds without express written authority from the Board of Commissioners.

Texas statutes include specifications for and limitations applicable to the District and its authority to purchase investments as defined in the Public Funds Investment Act. The District has adopted a written investment policy to establish the guidelines by which it may invest. This policy is reviewed annually. The District's investment policy may be more restrictive than the Public Funds Investment Act.

The District invests in TexPool, an external investment pool that is not SEC-registered. The Texas Comptroller of Public Accounts has oversight of the pool. Federated Hermes, Inc. manages the daily operations of the pool under a contract with the Comptroller. TexPool measures all its portfolio assets at amortized cost. As a result, the District also measures its investments in TexPool at amortized cost for financial reporting purposes. There are no limitations or restrictions on withdrawals from TexPool. Certificates of deposit are valued at acquisition cost at the date of purchase.

As of December 31, 2024, the District had the following investments and maturities:

		Maturities in Years			
Fund and Investment Type	Fair Value	Less Than 1	1-5	6-10	More Than 10
GENERAL FUND					
TexPool	$ 5,680,922	$ 5,680,922	$	$	$
Certificates of Deposit	1,175,000	1,175,000			
TOTAL INVESTMENTS	$ 6,855,922	$ 6,855,922	$ - 0 -	$ - 0 -	$ - 0 -

NOTE 4. DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

Credit risk is the risk that the issuer or other counterparty to an investment will not fulfill its obligations. At December 31, 2024, the District's investment in TexPool was rated AAAm by Standard and Poor's. The District also manages credit risk by investing in certificates of deposit covered by FDIC coverage.

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The District considers the investments in TexPool to have a maturity of less than one year due to the fact the share position can usually be redeemed each day at the discretion of the District, unless there has been a significant change in value. The District also manages interest rate risk by investing in certificates of deposit with maturities of approximately one year or less.

NOTE 5. FIRE PROTECTION SERVICES

The District has contracted with Sam Bass Fire Department (the "Department") to provide fire protection and suppression services to the residents of the District. The term of the agreement that was effective during previous fiscal years was from December 25, 2013 through December 31, 2014 and continued on a year-to-year basis. On January 18, 2024, the District entered into a new agreement with the Department to extend services to cover the period from January 18, 2024 through December 31, 2027 unless terminated by either party upon 90 days written notice to the other party. Under the terms of the agreement, the Department agrees to provide fire prevention, protection and fighting services as well as an emergency medical first responder program to all the residents and commercial interests within the geographic area of the District and those requesting mutual aid.

The District agrees to reimburse the Department for the actual allowable costs incurred in performance of this contract. The contract amount is annually established and budgeted by the District after consultation with the Department concerning its needs. The District agrees to pay the Department on a monthly basis. The District will not reimburse the Department for costs in excess of the amount that is established and budgeted annually. During the current fiscal year, the District paid $3,940,000 to the Department.

Title to all property owned or acquired by the Department remained with the Department as of fiscal year 2023. As part of the new agreement executed on January 18, 2024, title to all real and personal property owned by the Department which is utilized in performance of the agreement shall be transferred to the District, within ninety days of execution of the agreement.

NOTE 6. CAPITAL ASSETS

The following is a summary of changes in capital assets for the year ended December 31, 2024:

	January 1, 2024	Increases	Decreases	December 31, 2024
Capital Assets Not Being Depreciated				
Land and Land Improvements	$ 209,694	$ - 0 -	$ - 0 -	$ 209,694
Capital Assets Subject to Depreciation				
Buildings and Improvements	$ 7,244,545	$ 149,092	$	$ 7,393,637
Firefighting Vehicles and Equipment	3,375,489	865,173	603,000	3,637,662
Total Capital Assets Subject to Depreciation	$ 10,620,034	$ 1,014,265	$ 603,000	$ 11,031,299
Less Accumulated Depreciation				
Buildings and Improvements	$ 1,859,081	$ 184,702	$	$ 2,043,783
Firefighting Vehicles and Equipment	2,722,653	154,329	603,000	2,273,982
Total Accumulated Depreciation	$ 4,581,734	$ 339,031	$ 603,000	$ 4,317,765
Total Depreciable Capital Assets, Net of Accumulated Depreciation	$ 6,038,300	$ 675,234	$ - 0 -	$ 6,713,534
Total Capital Assets, Net of Accumulated Depreciation	$ 6,247,994	$ 675,234	$ - 0 -	$ 6,923,228

NOTE 7. RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; and errors and omissions for which the District carries commercial insurance. There have been no significant reductions in coverage from the prior year and settlements have not exceeded coverage in the past three years.

NOTE 8. LEASES

The land located at 16248 Great Oaks Drive, which is owned by Sam Bass Volunteer Fire Department, Inc., is leased to the District for 30 years expiring February 28, 2032. Rent is $1.00 per year. The leased premises shall be specifically used for emergency services and related activities only.

The land located at 17503/17505 Great Oaks Drive, also known as 1001 Great Oaks Drive, which is owned by Sam Bass Volunteer Fire Department, Inc., is leased to the District for 99 years expiring November 20, 2112. Lease payments of $1.00 are payable in advance.

NOTE 9. NOTES PAYABLE

On September 20, 2017, the District executed a note with Government Capital Corporation, in the amount of $4,500,000. Proceeds were used to construct Station No. 3. The interest rate is 3.99%. Note payments and interest of $330,825 are due annually on September 25, beginning September 25, 2019 and ending September 25, 2037.

On May 26, 2022, the District executed a note with Government Capital Corporation, in the amount of $734,492. Proceeds were used to finance the purchase of a new fire truck. The interest rate is 2.97%. Note payments and interest of $160,242 are due annually on June 3, beginning June 3, 2023 and ending June 3, 2027.

The following is a summary of transactions regarding the notes payable for the year ended December 31, 2024:

2017 and 2022 Combined for Report:	
Notes Payable, January 1, 2024	$ 4,092,914
Less: Note Principal Paid	333,839
Notes Payable, December 31, 2024	$ 3,759,075
Note Payable:	
Due Within One Year	$ 345,706
Due After One Year	3,413,369
Note Payable, December 31, 2024	$ 3,759,075

As of December 31, 2024, debt service requirements on the notes are as follows:

Fiscal Year	Principal	Interest	Total
2025	$ 345,706	$ 145,360	$ 491,066
2026	358,003	133,064	491,067
2027	370,745	120,322	491,067
2028	223,708	107,116	330,824
2029	232,634	98,190	330,824
2030-2034	1,310,036	344,088	1,654,124
2035-2037	918,243	74,231	992,474
	$ 3,759,075	$ 1,022,371	$ 4,781,446

NOTE 10. MUTUAL AID AGREEMENT

The District entered into an agreement with Williamson County, Texas, and the following Williamson County Emergency Services Organizations ("ESO"): Williamson County Emergency Service Districts Nos. 1, 3, 4, 5, 6, 7, 8, 9 and 10, the City of Cedar Park, Texas, the City of Georgetown, Texas, the City of Leander, Texas, the City of Round Rock, Texas, the City of Taylor, Texas, the Bartlett Volunteer Fire Department, the Coupland Volunteer Fire Department, the Florence Volunteer Fire Department, the Granger Volunteer Fire Department, the Jarrell Volunteer Fire Department, the Jollyville Volunteer Fire Department, the Sam Bass Volunteer Fire Department, the Taylor Volunteer Fire Department, the Thrall Volunteer Fire Department and the Weir Volunteer Fire Department. To ensure that the ESOs are treated equally while providing emergency services that are needed by individuals in the county, Williamson County and the ESOs agree to establish minimum services that must be provided by each agency. The initial term of this agreement is deemed to be effective as of October 1, 2010 through September 20, 2011 and shall automatically renew each year unless notice not to renew is sent to all other parties at least 90 days prior to last day of the then current term.

Each ESO agrees and acknowledges that Williamson County Emergency Medical Services will be the 911 emergency medical services provider within each ESOs jurisdiction. The ESOs will operate a first responder program under the Williamson County Medical Director and participate in jointly developed quality assurance and quality improvement programs, credentialing programs and training programs. As part of this agreement, emergency medical service supplies will be exchanged between Williamson County and the ESOs on a one-for-one basis used on a medical call. In consideration of this agreement, Williamson County agrees to reimburse each ESO an amount of money based on the following reimbursement formula: 1) $200 for each square mile of an ESOs district, plus 2) $0.70 for each person that resides in the district covered by the ESO; paid annually in two installments. The amount of the reimbursement will be adjusted annually taking into account population changes. During the current year, the District received $21,791 from Williamson County related to this agreement.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2

REQUIRED SUPPLEMENTARY INFORMATION

DECEMBER 31, 2024

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL - GENERAL FUND
FOR THE YEAR ENDED DECEMBER 31, 2024

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
REVENUES				
Property Taxes	$ 4,426,299	$ 4,455,945	$ 4,486,855	$ 30,910
Mutual Aid Revenues	15,000	21,800	21,791	(9)
Penalty and Interest	5,000	5,000	9,198	4,198
Investment Revenues	250,040	393,075	317,715	(75,360)
Miscellaneous Revenues			157	157
TOTAL REVENUES	$ 4,696,339	$ 4,875,820	$ 4,835,716	$ (40,104)
EXPENDITURES				
Services Operations:				
District Services - Sam Bass Fire Department	$ 3,690,000	$ 3,940,000	$ 3,940,000	$
Accounting and Auditing Fees	66,000	75,000	66,380	8,620
Appraisal District Fees	24,000	27,500	27,093	407
Commissioner Fees	18,000	18,000	12,100	5,900
Legal Fees-General	6,000	6,000	6,195	(195)
Legal Fees-Delinquent Tax Collections	500	500	1,648	(1,148)
Tax Assessor/Collector Fees	2,500	4,000	3,988	12
Election Costs	3,500	18,750	18,674	76
Other	105,600	73,200	52,568	20,632
Capital Outlay	300,000	1,165,665	1,014,265	151,400
Debt Service:				
Note Principal	333,840	333,840	333,839	1
Note Interest	157,227	157,227	157,227	
TOTAL EXPENDITURES	$ 4,707,167	$ 5,819,682	$ 5,633,977	$ 185,705
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	$ (10,828)	$ (943,862)	$ (798,261)	$ 145,601
OTHER FINANCING SOURCES				
Proceeds from Sale of Assets	$ -0-	$ 50,000	$ 51,500	$ 1,500
Insurance Proceeds			565,378	565,378
TOTAL OTHER FINANCING SOURCES	$ -0-	$ 50,000	$ 616,878	$ 566,878
NET CHANGE IN FUND BALANCE	$ (10,828)	$ (893,862)	$ (181,383)	$ 712,479
FUND BALANCE - JANUARY 1, 2024	5,002,130	5,002,130	5,002,130	
FUND BALANCE - DECEMBER 31, 2024	$ 4,991,302	$ 4,108,268	$ 4,820,747	$ 712,479

See accompanying independent auditor's report.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2

OTHER SUPPLEMENTARY INFORMATION

DECEMBER 31, 2024

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2
COMPUTATION OF NET LONG-TERM DEBT PER CAPITA
DECEMBER 31, 2024
(UNAUDITED)

Long-Term Debt at December 31, 2024	$	3,759,075
Less: Amount in Debt Service Fund		
Net Long-Term Debt at December 31, 2024	$	3,759,075
Estimated District Population*		28,060
Net Long-Term Debt Per Capita at December 31, 2024	$	133.97

* Williamson County Geographic Information Systems - 2024

See accompanying independent auditor's report.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2
LISTING OF THE NUMBER OF EMERGENCY RESPONSES MADE WITHIN AND OUTSIDE THE DISTRICT FOR THE YEAR ENDED DECEMBER 31, 2024
(UNAUDITED)

Number of emergency responses made within the District	1,899
Number of emergency responses made outside of the District	403
Total emergency responses	2,302

See accompanying independent auditor's report.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2
SCHEDULE OF INSURANCE AND BONDING COVERAGE
DECEMBER 31, 2024

Type of Coverage	From To	Amount of Coverage	Insurer/Name
PUBLIC EMPLOYEE DISHONESTY BLANKET BOND (inc. Treasurers and Tax Collectors) Per Employee	10/28/24 10/28/25	$ 250,000	National Union Fire Insurance Company of Pittsburgh, Pa.
GENERAL LIABILITY General Aggregate Per Occurrence	10/28/24 10/28/25	$ 3,000,000 1,000,000	National Union Fire Insurance Company of Pittsburgh, Pa.
MANAGEMENT LIABILITY General Aggregate Per Occurrence	10/28/24 10/28/25	$ 3,000,000 1,000,000	National Union Fire Insurance Company of Pittsburgh, Pa.
EXCESS LIABILITY General Aggregate Per Occurrence	10/28/24 10/28/25	$ 2,000,000 1,000,000	National Union Fire Insurance Company of Pittsburgh, Pa.
HIRED AND NON-OWNED AUTOMOBILE LIABILITY Combined Single Limit	10/28/24 10/28/25	$ 1,000,000	National Union Fire Insurance Company of Pittsburgh, Pa.
PROPERTY COVERAGE Buildings Contents	10/28/24 10/28/25	$ 9,523,980 6,083	National Union Fire Insurance Company of Pittsburgh, Pa.

See accompanying independent auditor's report.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2
STATEMENT OF ACTIVITIES
SAM BASS FIRE DEPARTMENT
FOR THE YEAR ENDED DECEMBER 31, 2024
(UNAUDITED)

REVENUES		
Williamson County Emergency Services District No. 2	$	3,940,000
Williamson County Emergency Services District No. 9		320,121
Inspection Fees		6,869
Interest Revenues		223
Miscellaneous Revenues		64,172
TOTAL REVENUES	$	4,331,385
EXPENSES		
Administration	$	465,456
Apparatus		153,484
Billing Services		12,822
Building & Grounds		128,335
Communications		10,458
OPS Supply & Equipment		116,763
Payroll Expenses		3,564,638
Training		29,625
TOTAL EXPENSES	$	4,481,581
CHANGE IN NET ASSETS	$	(150,196)
NET ASSETS - January 1, 2023		828,351
NET ASSETS - December 31, 2024	$	678,155

See accompanying independent auditor's report.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2
TAXES LEVIED AND RECEIVABLE
FOR THE YEAR ENDED DECEMBER 31, 2024

	Property Taxes	
TAXES RECEIVABLE - JANUARY 1, 2024	$ 1,914,627	
Adjustments to Beginning Balance	(15,204)	$ 1,899,423
Original 2024 Tax Levy	$ 5,020,856	
Adjustment to 2024 Tax Levy	2,075	5,022,931
TOTAL TO BE ACCOUNTED FOR		$ 6,922,354
TAX COLLECTIONS:		
Prior Years	$ 1,853,173	
Current Year	2,988,594	4,841,767
TAXES RECEIVABLE - DECEMBER 31, 2024		$ 2,080,587
TAXES RECEIVABLE BY YEAR:		
2024		$ 2,034,337
2023		30,643
2022		3,224
2021		1,538
2020		1,365
2019		1,094
2018		1,092
2017		878
2016		891
2015		1,204
2014 and prior		4,321
TOTAL TAXES RECEIVABLE BY YEAR		$ 2,080,587

See accompanying independent's auditor report.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2
TAXES LEVIED AND RECEIVABLE
FOR THE YEAR ENDED DECEMBER 31, 2024

	2024	2023	2022	2021
TOTAL PROPERTY VALUATIONS, NET	$ 5,113,795,817	$ 4,800,635,053	$ 4,617,222,230	$ 3,781,978,170
TAX RATE PER $100 VALUATION	$ 0.098216	$ 0.094296	$ 0.095689	$ 0.10
ADJUSTED TAX LEVY*	$ 5,022,931	$ 4,528,087	$ 4,418,443	$ 3,781,978
PERCENTAGE OF TAXES COLLECTED TO TAXES LEVIED	59.50 %	99.32 %	99.93 %	99.96 %

* Based upon the adjusted tax levy at the time of the audit for the fiscal year in which the tax was levied.

See accompanying independent's auditor report.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES
GENERAL FUND – FIVE YEARS

	Amounts		
	2024	2023	2022
REVENUES			
Property Taxes	$ 4,486,855	$ 4,386,493	$ 3,777,372
Mutual Aid Revenues	21,791	23,870	29,782
Penalty and Interest	9,198	8,975	6,716
Investment Revenues	317,715	292,624	68,262
Miscellaneous Revenues	157	1,148	4,092
TOTAL REVENUES	$ 4,835,716	$ 4,713,110	$ 3,886,224
EXPENDITURES			
Services Operations:			
District Services - Sam Bass Fire Department	$ 3,940,000	$ 3,468,337	$ 2,900,000
Accounting and Auditing Fees	66,380	59,206	56,901
Appraisal District Fees	27,093	22,858	20,195
Commissioner Fees	12,100	13,700	10,800
Legal Fees-General	6,195	10,874	1,443
Legal Fees-Delinquent Tax Collections	1,648	2,179	909
Tax Assessor/Collector Fees	3,988	3,691	2,678
Election Costs	18,674	10,588	
Other	52,568	112,604	51,782
Capital Outlay	1,014,265	48,409	
Debt Service:			
Capital Lease Principal			
Note Principal	333,839	322,388	176,902
Capital Lease Interest			
Note Interest	157,227	168,679	153,923
TOTAL EXPENDITURES	$ 5,633,977	$ 4,243,513	$ 3,375,533
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	$ (798,261)	$ 469,597	$ 510,691
OTHER FINANCING SOURCES			
Note Proceeds	$	$	$ 734,492
Proceeds from Sale of Assets	51,500	37,755	
Insurance Proceeds	565,378		
TOTAL OTHER FINANCING SOURCES	$ 616,878	$ 37,755	$ 734,492
NET CHANGE IN FUND BALANCE	$ (181,383)	$ 507,352	$ 1,245,183
BEGINNING FUND BALANCE	5,002,130	4,494,778	3,249,595
ENDING FUND BALANCE	$ 4,820,747	$ 5,002,130	$ 4,494,778

See accompanying independent auditor's report.

		Percentage of Total Revenues				
2021	2020	2024	2023	2022	2021	2020
$ 3,404,397	$ 3,289,237	92.7 %	93.1 %	97.1 %	98.6 %	97.7 %
28,905	28,031	0.5	0.5	0.8	0.8	0.8
7,766	6,748	0.2	0.2	0.2	0.2	0.2
14,033	44,366	6.6	6.2	1.8	0.4	1.3
54	123			0.1		
$ 3,455,155	$ 3,368,505	100.0 %	100.0 %	100.0 %	100.0 %	100.0 %
$ 2,000,000	$ 3,000,000	81.4 %	73.6 %	74.6 %	57.9 %	89.0 %
37,659	35,994	1.3	1.3	1.5	1.1	1.1
19,166	19,614	0.6	0.5	0.5	0.6	0.6
8,000	9,500	0.3	0.3	0.3	0.2	0.3
3,360	1,581	0.1	0.2		0.1	
1,260	1,496					
2,487	2,390	0.1	0.1	0.1	0.1	0.1
		0.4	0.2			
54,978	48,908	1.1	2.4	1.3	1.6	1.5
91,047	61,110	21.0	1.0		2.6	1.8
449,898	68,356				13.0	2.0
170,115	163,587	6.9	6.8	4.6	4.9	4.9
12,789	13,734				0.4	0.4
160,710	167,237	3.3	3.6	4.0	4.7	5.0
$ 3,011,469	$ 3,593,507	116.5 %	90.0 %	86.9 %	87.2 %	106.7 %
$ 443,686	$ (225,002)	(16.5) %	10.0 %	13.1 %	12.8 %	(6.7) %
$	$					
$ - 0 -	$ - 0 -					
$ 443,686	$ (225,002)					
2,805,909	3,030,911					
$ 3,249,595	$ 2,805,909					

See accompanying independent auditor's report.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2
BOARD OF COMMISSIONERS AND CONSULTANTS
DECEMBER 31, 2024

District Mailing Address - Williamson County Emergency Services District No. 2
16248 Great Oaks Drive
Round Rock, TX 78681

District Telephone Number - (512) 255-0100

Commissioners	Term of Office Appointed Expires	Fees of Office for the year ended December 31, 2024	Expense Reimbursement for the year ended December 31, 2024	Title
Jordan Baltazor	01/01/25 12/31/26	$ 3,300	$ -0-	President
Russell Strahan	01/01/24 12/31/25	$ 2,040	$ -0-	Vice President
Tim Hunsberger	01/01/24 12/31/25	$ 1,780	$ 298	Treasurer
Darryl Pool	01/01/24 12/31/25	$ 2,360	$ -0-	Secretary
Patricia Weiner	01/01/25 12/31/26	$ -0-	$ -0-	Assistant Treasurer/ Secretary
Thomas E. Nanninga	01/01/23 12/31/24	$ 2,620	$ 373	Former Director

The limit on fees of office that a Commissioner may receive is set by the Health and Safety Code-Chapter 775. Effective September 1, 2017, a Commissioner is entitled to receive compensation in the same manner and amount as are provided by Section 49.060 of the Texas Water Code, currently $7,200 per fiscal year. The above fees of office and expense reimbursements are the amounts paid to a Commissioner during the District's current fiscal year.

See accompanying independent auditor's report.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2
BOARD OF COMMISSIONERS AND CONSULTANTS
DECEMBER 31, 2024

Consultants:	Date Hired	Fees for the year ended December 31, 2024*	Title
Burns Anderson Jury & Brenner, LLP	05/30/24	$ 5,291	Attorney
Dietz & Jarrard, P.C.	02/26/14	$ 945	Former Attorney
McCall Gibson Swedlund Barfoot PLLC	01/16/14	$ 15,000	Auditor
Municipal Accounts & Consulting, L.P.	03/22/12	$ 52,501	Bookkeeper
McCreary, Veselka, Bragg & Allen	1989	$ 1,648	Delinquent Tax Attorney
Mark M. Burton	03/22/12	$ -0-	Investment
Ghia Lewis		$ -0-	Officers
Williamson County Tax Assessor/Collector	Legislative Action	$ 3,988	Tax Assessor/ Collector

* Accrual basis

See accompanying independent auditor's report.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 3

AUDITED FINANCIAL STATEMENTS

AND SUPPLEMENTAL SCHEDULES

AND INDEPENDENT AUDITOR'S REPORT

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 3

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The Accounting Firm of Donald L. Allman, CPA

Donald Allman, CPA, PC
4749 Williams Drive, Ste. 322
Georgetown, Texas 78633
Email:
dallman@donallmancpa.com

Independent Auditor's Report

To the Board of Directors

Williamson County Emergency Services District No. 3

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Wiliamson County Emergency Services District # 3 (WCESD # 3) as of and for the year ended September 30, 2024 and the related notes to the financial statements, which collectively comprise the WCESD # 3's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the WCESD # 3 as of September 30, 2024 and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the WCESD # 3 and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the WCESD # 3's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and Government Auditing Standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and Government Auditing Standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the WCESD # 3's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the WCESD # 3's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 4-11 and 39 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the WCESD # 3's basic financial statements. The accompanying combining and individual nonmajor fund financial statements and schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements and the schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated December 5, 2024, on our consideration of the WCESD # 3's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the WCESD # 3's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering WCESD # 3's internal control over financial reporting and compliance.

Donald L. Allman, CPA

Georgetown, Texas
December 5, 2024

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

Our discussion and analysis of the Williamson County Emergency Services District No. 3's financial performance provides an overview of the District's financial activities for the fiscal year ended September 30, 2024. Please review it in conjunction with the transmittal letter and the District's basic financial statements, which begin on page 11.

FINANCIAL HIGHLIGHTS

Total net position increased $3,679,887, which represents a substantial increase from 2023.

The District expended $88,924 on apparatus and fire-fighting equipment, $6,220,500 in construction in progress building improvements, and $27,021 in furniture, appliances and other assets during fiscal year ending September 30, 2024. Land was donated from Hutto ISD valued at $816,000.

The District had $14,454,756 in expenses related to governmental activities with $18,134,643 in program revenues to cover the cost of these programs. The excess revenues were kept to increase the cash balance and unrestricted net position.

USING THIS ANNUAL REPORT
This annual report consists of a series of financial statements. The Statement of Net Position and the Statement of Activities (on pages 11-12) provide information about the activities of the District as a whole and present a longer-term view of the District's finances. Fund financial statements start on page 13. These statements tell how these services were financed in the short-term as well as what remains for future spending. Fund financial statements also report the District's operations in more detail than the government-wide statements by providing information about the District's most financially significant funds.

Reporting the District as a Whole

The Statement of Net Position and the Statement of Activities:
Our analysis of the District as a whole begins on page 11. One of the most important questions asked about the District's finances is "Is the District as a whole better off or worse as a result of this year's activities?" The Statement of Net Position and the Statement of Activities report information about the District as a whole and about its activities in a way that helps answer that question.

These statements include all assets and liabilities using the accrual basis of accounting, which is similar to accounting used by most private-sector companies. Accrual of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two statements report the District's net position and changes in them. You can think of the District's net position, the difference between assets, what the District owns, and liabilities, what the District owes, as one way to measure the District's financial health, or financial position. Over time, increases or decreases in the District's net position are one indicator of whether its financial health is improving or deteriorating. You will need to consider other non-financial factors, however, such as changes in the District's jurisdiction, the availability of capital projects, and continuing local governmental support to assess the overall health of the District.

Reporting the District's Most Significant Funds	Major Funds
Fund Financial Statements	-General

Our analysis of the District's major funds begins on page 13. The Fund financial statements begin on page 13 and provide detailed information about the most significant funds-not the District as a whole. Some funds are required to be established by State law. The District only has governmental funds.

Governmental Funds: The District's services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year-end that are available for spending. These funds are reported using an accounting method called modified accrual accounting, which measures cash and all other financial assets that can be readily converted to cash. The governmental fund statements provide a detailed short-term view of the District's operations and the services it provides. Governmental fund information helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs. We describe the relationship (or differences) between governmental activities (reported in the Statement of Net Position and the Statement of Activities) and governmental funds in a reconciliation beside the fund financial statements, if applicable.

Notes to the Financial Statements: The notes provide additional information that is essential to a full understanding of the data provided in the governmental-wide and fund financial statements. The notes to the financial statements can be found on pages 17-36 of this report.
Other information: In addition to the basic financial statements and accompanying notes, this report also presents budget to actual statements and schedules which can be found on pages 38-39 of this report.

THE DISTRICT AS A WHOLE
The District's total net position changed from a year ago, increasing from $17,741,883 to $21,421,770. Our analysis below focuses on the net position (Table 1) and changes in net position (Table 2) of the District's governmental activities.

Table 1
Summary of Net Position

	2024	2023	$ Change	% Change
Cash and Cash Equivalents	$ 5,928,992	$ 7,199,226	$ (1,270,234)	-17.6%
Property & Sales Taxes Rec.	873,089	676,557	$ 196,532	29.0%
Restricted Cash	18,413,548	13,871,561	$ 4,541,987	32.7%
Capital Assets	26,428,075	20,231,106	6,196,969	30.6%
Total Assets	$ 51,643,704	$ 41,978,450	$ 9,665,254	23.0%
Deferred Outflows of Resources	535,357	487,554	$ 47,803	9.8%
Current Liabilities	$ 2,751,077	$ 3,100,117	$ (349,040)	-11.3%
Net Pension Liability	1,110,635	1,354,699	$ (244,064)	-18.0%
Long-Term Obligations	25,554,756	18,858,840	6,695,916	35.5%
Total Liabilities	$ 29,416,468	$ 23,313,656	$ 6,102,812	26.2%
Deferred Inflows of Resources	1,340,823	1,410,465	$ (69,642)	-4.9%
Net Position:				
Net Investment in Capital Assets	$ 7,168,937	$ 4,454,184	$ 2,714,753	60.9%
Restricted	3,127,298	2,086,935	1,040,363	49.9%
Unrestricted	11,125,535	11,200,764	(75,229)	-0.7%
Total Net Position	$ 21,421,770	$ 17,741,883	$ 3,679,887	20.7%

Net position of the District's activities increased 20.7% or $3,679,887. Unrestricted net position, the part of net position that can be used to finance day-to-day operations without constraints established by debt covenants, enabling legislation, or other legal requirements – decreased by $(75,229) going from $11.200,764 down to $11,125,535 by the end of fiscal year 2024.

Table 2 compares the 2024 change in net position to the 2023 change in net position.

Table 2
Summary of Changes in Net Position for 2024
Compared With 2023 Activity

	2024	2023	$ Change	% Change
Program Revenues:				
Property Taxes	$ 8,269,045	$ 7,093,168	$ 1,175,877	16.6%
Sales Taxes	8,133,923	6,082,338	$ 2,051,585	33.7%
Other Revenues	795,080	361,522	433,558	119.9%
Donated Land	816,000	-	816,000	
Grant Revenues	-	79,266	(79,266)	-100.0%
Interest Income	120,595	126,316	(5,721)	-4.5%
Total Revenues	$ 18,134,643	$ 13,742,610	$ 4,392,033	32.0%
Program Expenses:				
Total Pension Expense	$ 585,202	$ 1,043,231	$ (458,029)	-43.9%
General Government	$ 13,323,717	$ 10,278,122	$ 3,045,595	29.6%
Interest on L/T Debt	545,837	480,323	65,514	13.6%
Total Expenses	$ 14,454,756	$ 11,801,676	$ 2,653,080	22.5%
Net Position Increase / (Decrease)	$ 3,679,887	$ 1,940,934	$ 1,738,953	89.6%

Table 3 presents the cost of each of the District's programs as well as each program's net cost (total cost less revenues generated by activities). The net cost shows the financial burden that was placed on the District by each of these functions.

Table 3
Governmental Activities

	Total Cost of Services		Net Cost of Services	
	2024	2023	2023	2022
General Government	$ 13,323,717	$ 10,278,122	$ 13,323,717	$ 10,278,122
Int of L/T Debt	545,837	480,323	545,837	480,323
Total Expenses	$ 13,869,554	$ 10,758,445	$ 13,869,554	$ 10,758,445

THE DISTRICT'S FUND'S

Table 4
Change In Year End Fund Balance

	2024	2023	$ Change	% Change
Net Investment in Capital Assets	$ 7,168,937	$ 4,454,184	$ 2,714,753	60.9%
Restricted	3,127,298	2,086,935	1,040,363	49.9%
Unrestricted	11,125,535	11,200,764	(75,229)	-0.7%
Total Governmental Balances	$ 21,421,770	$ 17,741,883	$ 3,679,887	20.7%

The 60.9% increase in Net Investment in Capital Assets balance is due to capital asset additions being paid with cash and loan proceeds. Restricted net position increased $1.040.363 due to new loans added exceeding principal payment reductions.

The $75,229 decrease in the Unrestricted fund balance can be attributed to increases in capital assets and debt additions.

Table 5 presents a summary of governmental fund revenues for the 2023 fiscal year and the amounts and percentages of increases and decreases in relation to the prior year.

Table 5
Total Governmental Fund Revenues

	2024	% of Total	Increase or (Decrease) Over 2023	% Increase / (Decrease)
Revenue Source				
Property taxes	8,269,045	45.6%	1,175,877	16.6%
Sales taxes	8,133,923	44.9%	2,051,585	33.7%
Other Income	795,080	4.4%	433,558	119.9%
Grant Income	-	0.0%	(79,266)	0.0%
Donated Land	816,000	4.5%	816,000	646.0%
Investment Income	120,595	0.7%	(5,721)	-4.5%
Total	$ 18,134,643	100.0%	$ 4,392,033	32.0%

The 16.6% increase in Property Tax revenues is primarily due to increases in the property tax base, the tax rate did not change. Sales Tax revenues increased 33.7%. Other income increased 119.9% and Grant income decreased (79,266).

Table 6 presents the General Fund budget and the difference between the original budget and final budget for fiscal year 2024. Table 7 discusses the variance between the final budget and the actual results for the year.

Table 6
Original and Final Budget
Budgeted Amounts

	Original	Final	Variance
Revenues:			
Property Taxes	$ 8,247,695	$ 8,247,695	$ -
Sales Taxes	6,149,007	7,949,949	$ 1,800,942
Interlocal agreement	43,000	43,000	-
Interest Income	40,000	120,594	80,594
Billing	142,000	374,385	232,385
Other Income	-	370,909	370,909
Total Revenues	**$ 14,621,702**	**$ 17,106,532**	**$ 2,484,830**
Expenditures:			
Current:			
General Government	$ 11,051,942	$ 13,502,751	$ 2,450,809
Capital Outlay	142,000	142,000	-
Debt Service	3,427,760	3,456,150	28,390
Total Expenditures	**$ 14,621,702**	**$ 17,100,901**	**$ 2,479,199**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**$ -**	**$ 5,631**	$ 5,631

Original versus Final Budget

There were no material differences between original and final budgeted amounts for 2024.

Table 7
Final Budget Versus Actual Results
General Fund

	Final Budget	Actual	Variance
Revenues:			
Property Taxes	$ 8,247,695	$ 8,269,045	$ 21,350
Sales Taxes	7,949,949	8,133,923	$ 183,974
Grant Income	43,000	-	(43,000)
Interest Income	120,594	120,595	1
Billing	374,385	-	(374,385)
Donated Land	-	816,000	816,000
Other Income	370,909	795,080	424,171
Total Revenues	**$ 17,106,532**	**$ 18,134,643**	**$ 1,028,111**
Final Budget Versus Actual Results			
Expenditures:			
Current:			
General Government	$ 13,502,751	$ 13,323,717	$ 179,034
Pension Expense	-	585,202	$ (585,202)
Capital Outlay	142,000	6,336,445	(6,194,445)
Debt Service	3,456,150	3,064,345	391,805
Total Expenditures	**$ 17,100,901**	**$ 23,309,709**	**$ (6,208,808)**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**$ 5,631**	**$ (5,175,066)**	**$ (5,180,697)**

Final Budget versus Actual Results

The variance in Property Tax revenues is due to the District increasing its overall property value due to growth and new construction. Sales tax revenues increased dramatically due to rapid growth in the area.
The variance in General Government expenditures is due to the increase in population in the WCESD # 3 service area and the expansion into 4 buildings.

CAPITAL ASSETS AND DEBT ADMINISTRATION
Capital Assets
At year-end, the District had $21,047,806 invested in land, equipment, trucks and building. This amount represents a $6,196,969 net increase over the last year, which is due to asset additions minus depreciation. Building improvements and construction, and equipment, appliances and furniture were purchased.

Debt Administration

At fiscal year-end, the District had $27,144,300 in notes & leases payable for the building, fire trucks and fire equipment. This amount represents a net increase of $6,479,752 due to a new loan minus principal payments. The interest rates and maturity dates vary with each separate agreement. For a breakdown of the interest rates, the principal and interest payment schedules, and the maturity dates, see Note 4 of the basic financial statements.

ECONOMIC FACTORS

The District operates solely in Williamson County and has since its inception. The District's budgeting process must continue to work as closely as possible with the Williamson County Tax Assessor's office in order to meet the financial obligations of the District.

It is important that the District is able to succeed in carrying out its day-to-day operations and continue to be able to meet its financial obligations as well. The additional building and equipment are vital to providing the best fire protection and EMT services to the citizens of the District.

REQUEST FOR INFORMATION

This financial report is designed to provide a general overview of the District's finances for all those with an interest in the District's finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Office of the Treasurer, P.O. Box 175, Hutto, TX 78634.

Todd Robison, President
Williamson County Emergency Services District # 3

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 3
STATEMENT OF NET POSITION
SEPTEMBER 30, 2024

Assets:		
Current Assets:		
Cash and Cash Equivalents	$	5,928,992
Property & Sales Taxes Receivable		873,089
Total Current Assets	$	6,802,081
Non-Current Assets:		
Restricted Cash		18,413,548
Capital Assets:		
Building, Equipment & Trucks, Net of Accumulated Depreciation	$	26,428,075
Total Non-Current Assets	$	44,841,623
Total Assets	**$**	**51,643,704**
Deferred Outflows of Resources-Pension		535,357
Liabilities:		
Current Liabilities:		
Accounts Payable	$	33,723
Unearned Revenue		167,278
Payroll Taxes, Insurance, & Retirement Payable		247,732
Current Portion of Long-Term Debt		2,302,344
Total Current Liabilities	$	2,751,077
Non-Current Liabilities:		
Net Pension Liability		1,110,635
Notes, Leases and Bonds Payable	$	24,841,956
Sick & Vacation Leave payable		712,800
Total Long-Term Liabilities		26,665,391
Total Liabilities	**$**	**29,416,468**
Deferred Inflows of Resources - Pension		1,340,823
Net Position:		
Net Investment in Capital Assets	$	7,168,937
Restricted for Debt Service		3,127,298
Unrestricted		11,125,535
Total Net Position	**$**	**21,421,770**

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 3

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED SEPTEMBER 30, 2024

Functions/Programs	Expenses	Program Revenues	Net Revenue and Change in Net Position Primary Government Governmental Activities
Governmental Activities:			
General Government	$ 13,908,919	$ 17,198,048	$ 3,289,129
Interest on Long-Term Debt	545,837	-	(545,837)
Total Governmental Activities	$ 14,454,756	$ 17,198,048	$ 2,743,292
		General Revenues:	
		Unrestricted Interest Earnings	$ 120,595
		Donated Land	816,000
		Total General Revenues	$ 936,595
		Change in Net Position	$ 3,679,887
		Net Position - Beginning	17,741,883
		Net Position - Ending	$ 21,421,770

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 3

BALANCE SHEET – GOVERNMENTAL FUNDS

SEPTEMBER 30, 2024

	General	Reserved for Fire Station, Apparatus, & Debt Service	Total Governmental Funds
Assets:			
Cash and Cash Equivalents	$ 5,928,992	$ -	$ 5,928,992
Property Taxes & Sales Tax Receivable	873,089	-	873,089
Restricted Cash	-	18,413,548	18,413,548
Total Assets	**$ 6,802,081**	**$ 18,413,548**	**$ 25,215,629**
Liabilities and Fund Balances			
Liabilities:			
Accounts Payable	$ 33,723	$ -	$ 33,723
Unearned revenue	235,939	-	235,939
Payroll Taxes, Insurance & Retirement Payable	247,732	-	247,732
Total Liabilities	**$ 517,394**	**$ -**	**$ 517,394**
Fund Balances			
Restricted for Debt Service,	$ -	$ 3,127,298	$ 3,127,298
Reserved for Apparatus		1,239,796	1,239,796
Reserved for Fire Station		12,282,008	12,282,008
Reserved for Regular		1,764,446	1,764,446
Unassigned	6,284,687	-	6,284,687
Total Fund Balances	**$ 6,284,687**	**$ 18,413,548**	**$ 24,698,235**
Total Liabilities and Fund Balances	**$ 6,802,081**	**$ 18,413,548**	**$ 25,215,629**

See accompanying notes to financial statements.

WILLIAMSON COUNTY ESD #3
RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES TO NET POSITION OF GOVERNMENTAL ACTIVITIES
SEPTEMBER 30, 2024

Total fund balance – total governmental funds	$ 24,698,235
Amounts reported for governmental activities in the statement of net assets are different because:	
Deferred Outflows of Resources for Pensions are not recognized in Gov. Funds	$ 535,357
Capital assets used in the governmental activities are not financial resources and therefore are not reported in the funds.	$ 26,428,075
Deferred Inflows of Resources for Pensions are not recognized in Gov. Funds	$ (1,340,823)
The current portion of leases payable for capital assets is not included in governmental activities due to capital assets not being included in governmental activities.	$ (2,302,344)
Unearned property tax revenues	$ 68,661
Long-term liabilities are not due and payable in the current period and therefore are not reported in the funds.	$ (24,841,956)
Net Pension Liability is not recognized for governmental funds	$ (1,110,635)
Accrued vacation and sick leave payable not included in govt. funds	$ (712,800)
Net assets of governmental activities	$ 21,421,770

See accompanying notes to financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 3

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS

SEPTEMBER 30, 2024

	General	Fire Station, Apparatus Debt Service	Total Governmental Funds
Revenues:			
Property Taxes	$ 4,766,283	$ 3,490,203	$ 8,256,486
Sales Taxes	8,133,923		8,133,923
Plan reviews	352,385	-	352,385
Williamson County	62,111	-	62,111
Revenue Rescue	-	-	-
Inspections	8,424	-	8,424
Miscellaneous	372,160	-	372,160
Grant revenue	816,000	-	816,000
Interest Earnings	120,595	-	120,595
Total Revenues	**$ 14,631,881**	**$ 3,490,203**	**$ 18,122,084**
Expenditures:			
General Government	$ 12,400,426	$ -	$ 12,400,426
Capital Outlay	816,000	6,336,445	7,152,445
Debt Service:		-	-
Principal	-	2,518,508	2,518,508
Interest	-	545,837	545,837
Total Expenditures	**$ 13,216,426**	**$ 9,400,790**	**$ 22,617,216**
Net Income or (Loss)	**$ 1,415,455**	**$ (5,910,587)**	**$ (4,495,132)**
Prior Period Adjustment	$ -	$ -	$ -
Loan proceeds	**$ 8,083,744**	**$ -**	**$ 8,083,744**
Transfers	$ (10,452,574)	$ 10,452,574	$ -
Net Changes in Fund Balances	**$ (953,375)**	**$ 4,541,987**	**$ 3,588,612**
Fund Balances - Beginning	**$ 7,238,062**	**$ 13,871,561**	**$ 21,109,623**
Fund Balances - Ending	**$ 6,284,687**	**$ 18,413,548**	**$ 24,698,235**

See accompanying notes to the financial statements.

WILLIAMSON COUNTY ESD # 3
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2024

Net income or (loss) for Govermental Funds	$ (4,495,132)
Amounts reported for governmental activities in the statement of net assets are different because:	
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their useful lives as depreciation expense. This is the amount by which capital outlay (7,152,445) exceeded depreciation (955,476) in the current period.	$ 6,196,969
Loan principal paid off in refinancing and debt principal payments	$ 2,518,508
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.	
Property taxes not collected	$ 68,661
Less: Prior year	(56,102)
	$ 12,559
Miscellaneous adjustments of differences between Govt. wide & Gov. FD	$ -
funds, but the repayment reduces long-term liabilities in the statement of net assets. Loan proceeds are subtracted with the net difference reported	$ 32,185
Total Pension Expense is not recognized in Governmental Funds	$ (585,202)
	$ -
Changes in net position of governmental activities	$ 3,679,887

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity

Williamson County Emergency Services District No. 3 (the District) is a governmental unit of the state of Texas that was formed in November 1999. The entity is responsible for providing fire and emergency services in Williamson County, Texas. The District provides fire and emergency medical services to a certain geographic portion of Williamson County including Hutto, Texas, an incorporated city located in Williamson County. The District was created and operates under Article III, Section 48-e, of the Texas Constitution, as proposed by S.J.R. No. 37, Acts of the 70th Legislature, Regular Session, 1987, and adopted by the voters at an election held November 1999.

The District is governed by a Board of Commissioners that acts as the authoritative and legislative body of the entity. The Board of Commissioners elects officers for the following positions; President, Vice-President, Treasurer, Secretary and Vice-Treasurer. No board member receives compensation for serving on the Board.

The accompanying statements of the District have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applicable to governmental units. The financial statements include all organizations, activities, and functions that comprise the District. Component units are legally separate entities for which the District (the primary entity) is financially accountable. Financial accountability is defined as the ability to appoint a voting majority of the organization's governing body and either (1) the District's ability to impose its will over the organization or (2) the potential that the organization will provide a financial benefit to, or impose a financial burden on, the District. Using these criteria, the District has no component units.

Government-wide and fund financial statements

The government-wide financial statements (i.e., the statement of net position and the statement of changes in net position) report information on all of the non-fiduciary activities of the primary government.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues primarily consist of Ad Valorem taxes received from the County's appraisal district.

C. Measurement focus, basis of accounting, and financial statement presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 31 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

Grants and entitlements and interest associated with the current fiscal period are all considered susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered measurable and available only when the District receives cash.

Fund Accounting

The District uses funds to maintain its financial records during the year. A fund is defined as a fiscal and accounting entity with a self-balancing set of accounts. The District only uses governmental funds.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Governmental Funds

Governmental funds are those through which most governmental functions typically are financed. Governmental funds reporting focuses on the sources, uses, and balances of current financial resources. Expendable assets are assigned to the various governmental funds according to the purpose for which they may or must be used. Current liabilities are assigned to the fund from which they will be paid. The difference between governmental fund assets and liabilities is reported as fund balance.

The District reports the following major governmental funds:

General Fund – The General Fund is used to account for all financial resources of the District except those required to be accounted for in another fund. The general fund balance is available to the District for any purpose provided it is expended or transferred according to the general laws of Texas and the bylaws of the District.

Revenues – Exchange and Non-Exchange Transactions

Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On a modified accrual basis, revenue is recorded in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current fiscal year or are expected to be collected soon enough thereafter to be used to pay liabilities of the current fiscal year. For the District, available means expected to be received within thirty-one days of fiscal year-end. Under the modified accrual basis, only interest is considered to be both measurable and available at fiscal year-end. Non-exchange transactions, in which the District receives value without directly giving value in return, includes grants and donations. On an accrual basis, revenue from grants and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Eligibility requirements include timing requirements, which specify the year when the resources are required to be used or the fiscal year when use is first permitted, matching requirements, in which the District must provide local resources to be used for a specific purpose, and expenditure requirements, in which the resources are provided to the District on a reimbursement basis. On a modified accrual basis, revenue from non-exchange transactions must be available before it can be recognized.

Expenses/Expenditures

On an accrual basis of accounting, expenses are recognized at the time they are incurred. The measurement focus of governmental fund accounting is on decreases in net financial resources (expenditures) rather than expenses. Expenditures are generally recognized in the accounting period in which the related fund liability is incurred, if measurable.

Cash and Cash Equivalents

Cash and equivalents include all highly-liquid investments with a maturity of three months or less at the date of purchase. During 2022-2023, cash and cash equivalents accounts were limited to Vera Bank General, and Payroll Funds and Vera Bank Regular reserve, Apparatus reserve, Fire Station reserve, Construction and Debt Service reserve. The District at times has an amount in its depository account that exceeds the maximum amount secured by the Federal Deposit Insurance Corporation. Vera Bank collateralizes deposits by pledging securities in the District's name.

Restricted Assets

Restricted assets are cash and cash equivalents whose use is limited by legal requirements. Restricted cash with fiscal agent represents amounts required by debt covenant to be segregated for final year debt payment and accrued interest on the bonds. The District's Board of Directors voted to establish reserve and restricted accounts in 2010-2011 for debt service, fire station, apparatus, and regular reserve.

Interfund Transactions

During the course of normal operations, the District has numerous transactions between funds. Interfund transactions are generally classified as follows:

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Operating transfers are reported as "Other Financing Sources and Uses" in the governmental funds, as "Transfers In" by the recipient fund, and "Transfers Out" by the disbursing fund.

On the governmental funds balance sheet, receivables and payables resulting from short-term interfund loans are classified as "interfund loan receivables/payables." These amounts are eliminated on the statement of net assets.

Capital Assets

General capital assets generally result from expenditures in the governmental funds. These assets are reported on the government-wide statement of net assets and in the General Fund. All capital assets are recorded at cost and updated for additions and retirements during the year. The District does possess building infrastructure. Other capital assets consist of fire-fighting & EMT equipment and fire trucks. Improvements are capitalized; the cost of normal maintenance and repairs that do not add to the value of the asset or materially extend the asset's life are not.

Reservations of Fund Balance

The District records reservations for portions of fund equity which are legally segregated for specific future use or which do not represent available expendable resources and therefore, are not available for appropriations or expenditures in the governmental fund balance sheet. Unreserved fund balance indicates that portion of fund equity, which is available for appropriations, in future periods. Fund equity reserves have been established for the fire station, apparatus, and regular reserve and for future debt service in the debt service fund. If restricted and unrestricted assets are available for the same purpose, then restricted assets will be used before unrestricted assets.

Net Position
Net position present the difference between assets and liabilities in the statement of net assets. Net position invested in capital assets are reduced by the outstanding balances of any borrowing used for the acquisition, construction, or improvement of those assets.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Net position is reported as restricted when there are legal limitations imposed on their use by District legislation or external restrictions by creditors, grantors, laws or regulations of other governments.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

Accrued Liabilities

The District reports accrued liabilities on the statement of net position. The District reports accounts payable of $33,723, payroll taxes, insurance and retirement payable of $247,732 and $167,278 in unearned revenue during 2023-2024.

NOTE 2 – TAX REVENUES

The District's tax revenue is collected by County of Williamson, Texas, (the County) under the provisions of a tax collection agreement signed November, 1999. Under the agreement, the County is responsible for making the calculations necessary for the District to comply with the statutory requirements for setting tax rates as specified in Chapter 26 of the Texas Property Tax Code and collecting the appropriate tax. The County periodically remits the collected taxes to the District. The agreement may be terminated by either party on written notice, but neither party has expressed an interest in terminating the agreement. The County provides the District with written reports necessary to keep the District advised of all financial information affecting the District. The District pays the County for its tax collection activity in four equal quarterly payments, which totaled $49,4411 USD for 2023-2024.. The amount is determined by the County based on an amount per each parcel of taxable property, or account taxable by the District. The tax rate for WCESD # 3 for 2023 is $.10 per $100 valuation of property. The M&O rate for WCESD # 3 was 0.057381 and the I&S rate was 0.042619 the total adjusted original tax roll was $8,269,045 on $826,904,500 valuation. Property taxes receivable at 9/30/24 total $68,661 with $25,356 being current and $43,305 being delinquent. Property taxes receivable are the uncollected balance as of September 30, 2024 from the 2023-2024 property tax levy.

NOTE 3 – CASH AND CASH EQUIVALENTS

Cash resources of several individual funds are combined to form a pool of cash and investments. In addition, investments are separately held by a number of individual funds. Statutes require the classification of funds held by the District into three categories.

Category 1 consists of "active" funds – those funds required to be kept in "cash" or "near cash" status for immediate use by the District. Such funds must be maintained either as cash in the District Treasury or in depository accounts payable or withdrawal on demand, including negotiable order of withdrawal (NOW) accounts.

Category 2 consists of "inactive" funds – those funds not required for use within the current two-year period of designation of depositories. Inactive funds may be deposited or invested only as certificates of deposit maturing no later than the end of the current period of designation of depositories.

Category 3 consists of "interim" funds – those funds not needed for immediate use, but needed before the end of the current period of designation of depositories. Interim funds may be invested or deposited in the following securities:

United States Treasury notes, bills, bonds or any other obligation or security issued by the United States Treasury or any other obligation guaranteed as to principal or interest by the United States. Bonds, notes, debentures, or any other obligations or securities issued by any federal government agency or instrumentality, including but not limited to, the federal national mortgage association, federal home loan bank, federal farm credit bank, federal home loan mortgage corporation, government national mortgage association, and student loan marketing association. All federal agency securities shall be direct issuances of federal government agencies or instrumentalities

Deposits

At year-end the carrying amount of the District's deposits was $24,342,540 and the bank balance was $24,342,540. Federal depository insurance coverage totals $250,000. The deposits were classified as category 1, collateralized, as defined by GASB Statement 3 "Deposits with Financial Institutions, Investments and Reverse Repurchase Agreements. Securities pledged as collateral for Williamson County Emergency Services District No. 3 at September 30, 2024 totaled $27,399,643 for excess collateralization in the amount of $3,057,103.

NOTE 4 - GENERAL FIXED ASSETS

A summary of changes in general fixed assets for the year ended September 30, 2024:

	Fire Station 1,2,3 & 4	CWICS Trunking System	Apparatus & Trucks	Radio Equipment	Computers & Furniture	Totals
10/1/2023	18,274,643	159,504	3,531,486	692,108	183,558	22,841,299
Additions	6,220,500	-	88,924	23,620	3,401	6,336,445
Deletions	-	-	-	-	-	-
9/30/2024	24,495,143	159,504	3,620,410	715,728	186,959	29,177,744
Land	$ 816,000					$ 3,173,904
Depreciation	570,375		358,536	16,268	10,297	955,476
Less: Acc. Depr.	$ 2,892,838	$ -	$ 2,498,547	$ 426,780	$ 105,408	$ 5,923,573
Total, Net	$ 22,418,305	$ 159,504	$ 1,121,863	$ 288,948	$ 81,551	$ 26,428,075

NOTE 5 – GENERAL LONG-TERM DEBT

The District has acquired buildings, vehicles and fire equipment under master governmental lease-purchase agreements dated as follows:

Note Payable to PNC Bank, dated July 21, 2020, in the amount of $1,007,756, annual payments from $117,408 to $236,920, due 1/21, including interest at 2.25%. Secured by Engine 1.	$ 645,251
Note payable to PNC Bank dated July 20, 2017 in the amount of $804,681, annual payments of $91,836, matures August 20, 2025 secured by Pierce Pumper fire truck.	$ 291,953
Note payable to PNC Bank, dated April 1, 2019 in the amount of $1,556,469.50, annual payments of $182,711 and $400,900, due 4/1, matures May 1, 2027, including interest of 3.54%, secured by Ladder 1.	$ 871,607
Note Payable to Zions Bank Corporation in the amount of $4,439,430, annual payments from $365,499.73 to $598,904.05 due on 2/15, interest rate of 2.2%, matures 2/15/2033. For fire station 2.	$ 2,952,240
Note Payable to Zions Bank Corporation in the amount of $6,090,000, annual payments from $236,366.99 to $918,799.75 due on 5/15, interest rate of 2.2%, matures 2/15/2033. For Fire Station 3.	$ 4,880,746
Lease payable to PNC Bank, dated October 26, 2021,in the amount of $1,229,270, annual payments from $143,102 to $260,356, interest rate of 2.85%, matures 12/26/2029. Secured by Engine 3	$ 1,007,503
Note Payable to Trust Bank in the amount of $1,386,000 annual payments from $264,000 to $314,000 due on 9/30, interest rate of 1.73%, matures 9/30/2026. For upgrades.	$ 583,000
Note Payable to ZMFU II, Inc. (Amegy Bank) in the amount of $9,118,000 annual payments from $182,000 to $1,443,000 due on 2/15, interest rate variable, matures 2/15/2037. For Fire Station 4.	$ 7,740,000
Note Payable to JP Morgan Chase in the amount of $8,172.000 with semi-annual payments ranging from $18,413 to $977,413 due on 2/15 and 8/15, interest rate of 3.84%, matures 2/15/2034. For Headquarters.	$ 8,172,000
Total	27,144,300

NOTE 5 – GENERAL LONG-TERM DEBT (Continued)
The debt service requirements on the above lease-purchase agreements are as follows:

September 30 for Ladder 1	Principal	Interest	Total
2025	151,856	30,855	182,711
2026	157,232	25,479	182,711
2027	162,798	19,913	182,711
2028	399,721	1,179	400,900
Thereafter	-	-	-
Total	$ 871,607	$ 77,426	$ 949,033

Due Year Ending September 30 for Engine 2	Principal	Interest	Total
2025	82,699	9,137	91,836
2026	209,254	566	209,820
Thereafter	-	-	-
Total	$ 291,953	$ 9,703	$ 301,656

Due Year Ending September 30 for Fire Station 2	Principal	Interest	Total
2025	299,960	65,540	365,500
2026	306,620	58,881	365,501
2027	313,430	52,074	365,504
2028	320,390	45,116	365,506
2029	327,500	38,003	365,503
Thereafter	1,384,340	77,674	1,462,014
Total	$ 2,952,240	$ 337,288	$ 3,289,528

NOTE 5 – GENERAL LONG-TERM DEBT (Continued)
The debt service requirements on the above lease-purchase agreements are as follows:

Due Year Ending September 30 for fire station 3	Principal	Interest	Total
2025	362,464	107,376	469,840
2026	370,438	99,402	469,840
2027	378,588	91,253	469,841
2028	452,730	82,924	535,654
2029	462,690	72,964	535,654
Thereafter	2,853,836	207,575	3,061,411
Total	$ 4,880,746	$ 661,494	$ 5,542,240

Due Year Ending September 30 for engine 1	Principal	Interest	Total
2025	97,663	19,745	117,408
2026	100,652	16,756	117,408
2027	103,732	13,676	117,408
2028	106,906	10,502	117,408
2029			
Thereafter	236,298	623	236,921
Total	$ 645,251	$ 61,302	$ 706,553

Due Year Ending September 30 for engine 3	Principal	Interest	Total
2025	116,702	26,399	143,101
2026	119,760	23,341	143,101
2027	122,898	20,203	143,101
2028	126,118	16,983	143,101
2029	129,423	13,678	143,101
Thereafter	392,602	10,854	403,456
Total	$ 1,007,503	$ 111,458	$ 1,118,961

NOTE 5 – GENERAL LONG-TERM DEBT (Continued)

The debt service requirements on the above lease-purchase agreements are as follows:

Due Year Ending September 30 for upgrades	Principal	Interest	Total
2025	269,000	10,086	279,086
2026	314,000	5,432	319,432
2027	-	-	-
Thereafter	-	-	-
Total	$ 583,000	$ 15,518	$ 598,518

Due Year Ending September 30 for fire station 4	Principal	Interest	Total
2025	188,000	250,002	438,002
2026	154,000	243,930	397,930
2027	416,000	238,955	654,955
2028	363,000	225,519	588,519
2029	375,000	213,794	588,794
Thereafter	6,244,000	1,153,109	7,397,109
Total	$ 7,740,000	$ 2,325,309	$ 10,065,309

Due Year Ending September 30 for Headquarters	Principal	Interest	Total
2025	734,000	305,814	1,039,814
2026	705,000	272,084	977,084
2027	733,000	244,474	977,474
2028	762,000	215,770	977,770
2029	791,000	185,952	976,952
Thereafter	4,447,000	440,043	4,887,043
Totals	8,172,000	1,664,137	9,836,137

NOTE 6 – CONTINGENCIES AND SUBSEQUENT EVENTS

As of September 30, 2024, the District did not have any material pending litigation or non-disclosed liabilities.

Pensions

For purposes of measuring the net pension liability, pension related deferred outflows and inflows of resources, and pension expense, District specific information about its Fiduciary Net Position in the Texas County and District Retirement System (TCDRS) and additions to/deductions from the District's Fiduciary Net Position have been determined on the same basis as they are reported by TCDRS. For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value. Information regarding the District's Total Pension Liability is obtained from TCDRS through a report prepared for the District by TCDRS consulting actuary, Milliman, in compliance with Governmental Accounting Standards Board (GASB) Statement No. 68, Accounting and Financial Reporting for Pensions.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The District has the following items that qualify for reporting in this category.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Pension contributions after measurement date – these contributions are deferred and recognized in the following fiscal year.

Difference in projected and actual earnings on pension assets – This difference is deferred and amortized over a closed five year period.

Difference in expected and actual pension experience – This difference is deferred and recognized over the estimated average remaining lives of all members determined as of the measurement date.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. These separate financial statements element, deferred inflows or resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The District has only one type of item, which arises only under a modified accrual basis of accounting that qualifies for reporting in this category. Accordingly, this item is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from one source: Property taxes. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

Pension Plan - The Williamson County ESD # 3 participates as one of the plans in the nontraditional, joint contributory, hybrid defined benefit pension plan administered by the Texas County and District Retirement System (TCDRS). The funding policy governs how the Texas County & District Retirement System (TCDRS) determines the employer contributions required to ensure that benefits provided to TCDRS members are funded in a reasonable and equitable manner. The goals of TCDRS' funding policy are to fully fund benefits over the course of

employees' careers to ensure intergenerational equity, and to balance rate and benefit stability with the need for the plan funding to be reflective of current plan conditions. This policy documents the current funding policies in effect for the Dec. 31, 2018 actuarial valuation as established by state law, administrative rule and action by the TCDRS Board of Trustees (the board). The policy serves as a comprehensive funding overview and complies with the GASB reporting requirements for an agent multiple-employer plan. TCDRS funding overview TCDRS is a model for responsible, disciplined funding. TCDRS does not receive any state funding. As an agent, multiple-employer plan, each participating employer in the system funds its plan independently. A combination of three elements funds each employer's plan: employee deposits, employer contributions and investment income. (The deposit rate for employees is 4%, 5%, 6% or 7% of compensation, as adopted by the employer's governing body. (Participating employers are required to contribute at actuarially determined rates to ensure adequate funding for each employer's plan. Employer contribution rates are determined annually and approved by the TCDRS Board of Trustees. (Investment income funds a large part of the benefits employees earn. Pursuant to state law, employers participating in the system must pay 100% of their actuarially determined required contributions on an annual basis. Each employer has the opportunity to make additional contributions in excess of its annual required contribution rate either by adopting an elected rate that is higher than the required rate or by making additional contributions on an ad hoc basis. Employers may make additional contributions to pay down their liabilities faster, pre-fund benefit enhancements and/or buffer against future adverse experience. GASB 68 Disclosure for Measurement Date December 31, 2017. Williamson County Emergency Services District #3 Texas County & District Retirement System. This work product was prepared solely for the TCDRS for the purposes described herein and may not be appropriate to use for other purposes. Milliman does not intend to benefit and assumes no duty or liability to other parties who receive this work. Milliman recommends that third parties be aided by their own actuary or other
qualified professional when reviewing the Milliman work product. In addition, employers annually review their plans and may adjust benefits and costs based on their local needs and budgets. Although accrued benefits may not be reduced, employers may reduce future benefit accruals and immediately reduce costs. Methodology for determining employer contribution rates The board hires independent outside consulting actuaries to conduct an annual valuation to measure the funding status and to determine the required employer contribution rate for each employer plan. In order to calculate the employer contribution rate, the actuary does the following: (Studies each employer's adopted plan of benefits and the profile of its plan participants, and uses assumptions established by the board to estimate future benefit payments. (Discounts the estimate of future benefit payments to the present based on the long-term rate of investment return to determine the present value of future benefits. (Compares the present value of future benefits with the plan's assets to determine the difference that needs to be funded based on the funding policy. The valuation of each employer plan is based on the system funding policy and the assets, benefits and participant profile of each participating employer plan. The four key components in the determination of employer contribution rates are: the actuarial cost

method, amortization policy, the asset valuation method and the actuarial assumptions. Actuarial cost method TCDRS has adopted the replacement life entry age cost method, a conservative cost method and an industry standard. The goal of this cost method is to fund benefits in an orderly manner for each participant over his or her career so that sufficient funds are accumulated by the time benefit payments begin. Under this approach, benefits are funded in advance as a level percentage of pay. This portion of the contribution rate is called the normal cost rate and generally remains stable from year to year. Amortization policy The portion of the contribution rate that funds any remaining unfunded amounts for benefits that are not covered by the normal cost is called the unfunded actuarial accrued liability (UAAL) rate. UAAL amounts occur when benefit enhancements are adopted that have not been funded in advance, or when actual investment or demographic experience varies from the actuarial assumptions (actuarial gains and losses). UAAL amounts are amortized on a level-percentage-of-covered-payroll basis over a closed period with a layered approach. The closed periods ensure all unfunded liabilities are financed over no more than 20 years from the time they occur. Each year new layers are established to amortize changes in the UAAL due to actuarial gains or losses, as well as any plan benefit changes elected by an employer for that year. Benefit enhancements are amortized over a 15-year closed period. All other changes in the UAAL are amortized over 20-year closed periods. These amortization periods are generally more conservative than those of most other public retirement plans and are stricter than the minimum amortization period required under state law. GASB 68 Disclosure for Measurement Date December 31, 2014. Williamson County Emergency Services District #3 Texas County & District Retirement System. This work product was prepared solely for the TCDRS for the purposes described herein and may not be appropriate to use for other purposes. Milliman does not intend to benefit and assumes no duty or liability to other parties who receive this work. Milliman recommends that third parties be aided by their own actuary or other qualified professional when reviewing the Milliman work product. For newly participating districts that have five or fewer employees who are all within five years of retirement eligibility, any initial UAAL and any subsequent adoption of prior service credits are amortized over a five-year closed amortization period. This ensures that benefits are appropriately funded over the current generation of employees. Notwithstanding the layered approach, the total UAAL payment may not be less than the required payment obtained by amortizing the entire UAAL over a 20-year period. If a plan is overfunded, the overfunded actuarial accrued liability (OAAL) is calculated annually using a 30- year open amortization period. Asset valuation method When determining the actuarial value of assets used for measuring a plan's funded status, TCDRS smooths each year's actuarial investment gains and losses and recognizes them over a five-year period to better reflect the system's long-term investment horizons and to keep employer contribution rates more stable. As actuarial asset investment gains and losses are recognized, they become part of the actuarial gains and losses for the year and are funded according to the amortization policy. The five-year period helps stabilize employer rates while still ensuring that rates are reflective of current market conditions. In addition, the board has the ability to set aside reserves from investment earnings that are used to

help offset future negative economic cycles. These reserves are held separately and are not counted as part of a participating employer's plan assets until they are passed through to employers when determined necessary by the board. Reserves help maintain rate stability for employers. In addition, reserves ensure that employers do not adopt benefit increases based on a temporarily lower plan cost at a high point in a market cycle and, conversely, are not as pressured to immediately reduce benefit levels during a low point in a market cycle. Actuarial assumptions Demographic and economic assumptions are used to estimate employer liabilities and to determine the amount of funding required from employer contributions as opposed to investment earnings. These assumptions reflect a long-term perspective of 30 years or more. Examples of key economic assumptions include long-term investment return, long-term inflation and annual payroll increase. Demographic assumptions are the actuary's best estimate of what will happen to TCDRS members and retirees. Examples of demographic assumptions are employment termination rates, retirement rates and retiree mortality rates. A complete listing of all actuarial assumptions can be found in the annual system-wide valuation report. Oversight The board has established review policies to ensure that actuarial assumptions are appropriate and that the methodology for determining employer contribution rates is being correctly applied. Review of actuarial assumptions TCDRS' actuarial assumptions are periodically reviewed and revised as deemed necessary to reflect best estimates of future experience. Every four years, the TCDRS consulting actuary conducts an investigation of experience.
TCDRS assumptions are compared to plan experience and future expectations, and changes to GASB 68 Disclosure for Measurement Date December 31, 2023. Williamson County Emergency Services District #3 Texas County & District Retirement System This work product was prepared solely for the TCDRS for the purposes described herein and may not be appropriate to use for other purposes. Milliman does not intend to benefit and assumes no duty or liability to other parties who receive this work. Milliman recommends that third parties be aided by their own actuary or other qualified professional when reviewing the Milliman work product. the assumptions are recommended as needed. The board adopts actuarial assumptions to be used in the valuation based on the results of this study. An actuarial audit of every investigation of experience is required and must be performed by an independent auditing actuary to review the consulting actuary's analysis, conclusions and recommendations for accuracy, appropriateness and reasonableness. These audits alternate between a peer review and a full replication audit of the investigation of experience. In a peer review audit of the investigation, the reviewing actuary uses the raw results of the investigation for demographic assumptions as calculated by the consulting actuary to test the conclusions and recommendations. In addition, the reviewing actuary independently analyzes economic assumptions to test the results and recommendations of the consulting actuary. The reviewing actuary also examines the consulting actuary's methods and assumptions for reasonableness and internal consistency. In a full replication audit of the investigation, in addition to performing all of the steps of a peer review, the auditing actuary fully replicates the calculation of the investigation's raw results. Review of employer contribution rates In order to test accuracy and ensure that the actuarial methods and assumptions are being

correctly applied, an audit of the valuation is required every four years. These audits are conducted by an independent reviewing actuary and alternate between a peer review and a full replication audit of the valuation. In the peer review audit of the valuation, the actuary uses a sample of participant data and TCDRS plans to test the results of the valuation. The reviewing actuary also examines the consulting actuary's methods and assumptions for reasonableness and internal consistency. In a full replication audit of the valuation, the auditing actuary performs all the steps of a peer review audit but instead of analyzing sample data and plans, the auditing actuary fully replicates the original actuarial valuation. Review and modification of funding policy The board will review this policy on a regular basis and may modify this policy at its discretion. Modifications to the policy may be submitted for consideration to the board by staff and/or outside consulting actuaries as circumstances warrant.

The long-term expected rate of return on TCDRS assets is determined by adding expected inflation to expected long-term real returns, and reflecting expected volatility and correlation. The capital market assumptions and information shown below are provided by TCDRS' investment consultant, Cliffwater LLC. The numbers shown are based on January 2015 information for a 7-10 year time horizon. Note that the valuation assumption for long-term expected return is re-assessed at a minimum of every four years, and is set based on a 30-year time horizon; the most recent analysis was performed in 2013. See Milliman's TCDRS Investigation of Experience report for the period January 1, 2009 – December 31, 2013 for more details. (1) Target asset allocation adopted at the April 2015 TCDRS Board meeting. (2) Geometric real rates of return in addition to assumed inflation of 1.7%, per Cliffwater's 2015 capital market assumptions. (3) Includes vintage years 2006-present of Quarter Pooled Horizon IRRs. (4) Includes vintage years 2007-present of Quarter Pooled Horizon IRRs. Geometric Real Rate of Return Target (Expected minus Asset Class Benchmark Allocation(1) Inflation)(2) US Equities Dow Jones U.S. Total Stock Market Index 16.50% 5.35% Private Equity Cambridge Associates Global Private Equity & Venture Capital Index(3) 12.00% 8.35% Global Equities MSCI World (net) Index 1.50% 5.65% International Equities - Developed 50% MSCI World Ex USA (net) + 50% MSCI World ex USA 100% Hedged to USD (net) Index 11.00% 5.35% International Equities - Emerging 50% MSCI EM Standard (net) Index + 50% MSCI EM 100% Hedged to USD (net) Index 9.00% 6.35% Investment-Grade Bonds Barclays Capital Aggregate Bond Index 3.00% 0.55% High-Yield Bonds Citigroup High-Yield Cash-Pay Capped Index 3.00% 3.75% Opportunistic Credit Citigroup High-Yield Cash-Pay Capped Index 5.00% 5.54% Direct Lending Citigroup High-Yield Cash-Pay Capped Index 2.00% 5.80% Distressed Debt Citigroup High-Yield Cash-Pay Capped Index 3.00% 6.75% REIT Equities 67% FTSE NAREIT Equity REITs Index + 33% FRSE EPRA/NAREIT Global Real Estate Index 2.00%

4.00% Commodities Bloomberg Commodities Index 2.00% -0.20% Master Limited Partnerships (MLPs) Alerian MLP Index 2.00% 5.30% Private Real Estate Partnerships Cambridge Associates Real Estate Index(4) 3.00% 7.20% Hedge Funds Hedge Fund Research, Inc. (HFRI) Fund of Funds Composite Index 25.00% 5.15%

Williamson County ESD # 3
Schedule of Changes in Net Pension Liability and Related Ratios Current Period
September 30, 2024

A.	**Total pension liability**	
	1. Service Cost	$ 812,840
	2. Interest (on the Total Pension Liability)	501,570
	3. Effect of Plan Changes	-
	4. Effect of assumption changes or inputs	166,759
	5. Effect of economic/demographic (gains) or losses	(51,042)
	6. Benefit payments, including refunds of employee contributions	(10,994)
	7. Net change in total pension liability	$ 1,419,133
	8. Total pension liability - beginning	5,817,217
	9. Total pension liability - ending	$ 7,236,350
B.	**Plan fiduciary net position**	
	1. Contributions - employer	$ 373,394
	2. Contributions - member	796,395
	3. Net investment income	501,397
	4. Benefit payments, including refunds of employee contributions	(62,036)
	5. Administrative Expense	(3,199)
	6. Other	57,246
	7. Net change in plan fiduciary net position	$ 1,663,197
	8. Plan fiduciary net position - beginning	4,462,518
	9. Plan fiduciary net position - ending	$ 6,125,715
C.	**Net pension liability [A.9-B.9]**	$ 1,110,635
D.	**Plan fiduciary net position as a percentage of the total pension liability [B.9 / A.9]**	84.65%
E.	**Covered-employee payroll**	$ 5,334,201
F.	**Net pension liability as a percentage of covered employee payroll [C / E]**	20.82%

WILLIAMSON COUNTY ESD # 3
SCHEDULE OF PENSION EXPENSE
SEPTEMBER 30, 2024

1.	Total Service Cost	$ 812,840
2.	Interest on the Total Pension Liability	501,570
3.	Current Period Benefit Changes	-
4.	Employee Contributions (Reduction of Expense)	3,199
5.	Projected Earnings on Plan Investments (Reduction of Expense)	(373,394)
6.	Administrative Expense	(382,491)
7.	Other Changes in Fiduciary Net Position	58,029
8.	Recognition of Investment gains or losses	25,739
9.	Recognition of economic/demographic gains or losses	(3,044)
10.	Recognition of assumption changes or inputs	(57,246)
		-
12.	Total Pension Expense	$ 585,202

WILLIAMSON COUNTY ESD # 3
SCHEDULE OF DEFERRED OUTFLOWS AND INFLOWS OF RESOURCES
SEPTEMBER 30, 2024

	Recognition Period (or amortization yrs)	2023 Recognized in current pension expense	Deferred Inflow in future expense	Deferred Outflow in future expense
Due to Liabilities:				
Difference in expected and actual experience [actuarial (gains) or losses]	10.0000	$ 41,978	$ -	$ 608,374
Difference in assumption changes [actuarial (gains) or losses]	10.0000	$ 5,756	$ -	$ 268,695
		$ 47,734	$ -	$ 877,069
Due to Assets:				
Difference in projected and actual earnings on pension plan investments [actuarial (gains) or losses]	5.0000	$ -	$ -	$ 107,673
		$ -	$ -	$ 107,673
Total:			$ -	$ 769,396

Deferred Outflows and Deferred Inflows of Resources, by year, to be recognized in future pension expense as follows:

	Net deferred outflows (inflows) of resources
2024	$ 97,570
2025	101,517
2026	183,671
2027	59,987
2028	83,768
Thereafter	410,495
Total	$ 937,008

Required Supplementary Information

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 3
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS) GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with Final Budget
	Original	Final	Actual	Positive (Negative)
Revenues:				
Property Taxes	$ 8,247,695	$ 8,247,695	$ 8,256,486	$ 8,791
Sales Taxes	6,149,007	7,949,949	8,133,923	$ 183,974
Other Income	173,000	417,385	786,656	369,271
Inspections	12,000	370,909	8,424	(362,485)
Donated Land			816,000	816,000
Interest Earnings	40,000	120,594	120,595	1
Total Revenues	**$ 14,621,702**	**$ 17,106,532**	**$ 18,122,084**	**$ 1,015,552**
Expenditures:				
Current:				
General Government	$ 11,051,942	$ 13,502,751	$ 12,400,426	$ 1,102,325
Capital Outlay	142,000	142,000	7,152,445	(7,010,445)
Debt Service	3,427,760	3,456,150	3,064,345	391,805
Total Expenditures	**$ 14,621,702**	**$ 17,100,901**	**$ 22,617,216**	**$ (5,516,315)**
Loan Proceeds			8,083,744	8,083,744
Excess (Deficiency) of Revenues Over (Under) Expenditures	**$ -**	**$ 5,631**	**$ 3,588,612**	**$ 3,582,981**
Net income or (Loss)	**$ -**	**$ -**	**$ 3,588,612**	
Prior Period Adjustment		$ -	$ -	
Fund Balances - Beginning	**$ 12,913,316**	**$ 12,913,316**	**$ 21,109,623**	
Fund Balances - Ending	**$ 12,913,316**	**$ 12,913,316**	**$ 24,698,235**	
Capital Assets			$ 26,428,075	
		Unearned Revenue	$ 68,661	
Long Term Debt not recognized in governmental funds			(27,144,300)	
Accrued vacation & sick leave is not recognized in govt. funds			(712,800)	
Net Pension Liability not recognized in governmental funds			$ (1,110,635)	
Deferred Inflows of Resources not recognized in govt. funds			$ (1,340,823)	
Deferred Outflows of Resources not recognized in govt. funds			$ 535,357	
		GAAP Basis Fund Balance	$ 21,421,770	

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 3
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
SEPTEMBER 30, 2024

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Budgetary Process

The budgetary process is prescribed by the provisions of the Texas Constitution and entails the preparation of budgetary documents within an established timeline. Legally, the Texas Constitution does not strictly impose a requirement on the District to follow the budgetary process but the District chose to follow the budgetary process. The major documents prepared are an estimated budget with revenues and expenditures. The level of budgetary control is at the object level for the District. The budget is not amended for modifications or changes during the year. All expenditures are approved by the Board beforehand.

Estimated Resources

As part of the District's budgetary process, the Board approves the official estimated resources. The official estimated resources state the projected revenue for the District. The estimated revenue is calculated from information from the Williamson County Appraisal District. The budget is not revised or amended for increases or decreases in estimated revenues.

Appropriations

Estimated appropriations are prepared for the annual budget. All appropriations, no matter how small or how large, still must be approved by the Board before remittance, whether or not they were included in the budget.

Budgetary Basis of Accounting

The District's budgetary process accounts for certain transactions on a basis other than GAAP. The major differences between the budgetary basis and the GAAP basis lie in the manner in which revenues and expenditures are recorded. Under the budgetary process, revenues and expenditures are recognized on the cash basis. Utilizing the cash basis, revenues are recorded when received in cash and expenditures are recorded when paid. Under the GAAP basis, revenues and expenditures are recorded on the modified accrual basis of accounting on the governmental fund statements and on the full accrual basis on the government-wide statements. See page 14 for a reconciliation between governmental funds and GAAP basis net equity fund balance.

Williamson County ESD # 3

Schedule of Changes in Net Pension Liability and Related Ratios

Last ten years (will ultimately be displayed)

Total pension liability	2015	2016	2017	2018	2019	2020	2021	2022	2023
1. Service Cost	79,227	85,432	132,527	273,409	290,130	332,946	812,840	556,667	812,8
2. Interest	29,642	36,009	61,053	126,095	155,881	195,578	501,570	340,379	501,5
3. Effect of plan changes	(15,298)	15,180	321,803	-	-	-	-	798,685	
Effect of assumption changes	1,774	-	(9,417)	(42,657)	-	240,761	166,759	207,124	
5. Effect of economic	(33,847)	89,353	156,147	-	7,332	125,506	(51,042)		166,7
6. Benefit payments	1	-	-	-	(11,912)	-	(10,994)	(14,997)	(62,0
7. Net change in total pension	61,499	225,974	662,113	356,847	441,431	894,791	1,419,133	1,887,858	1,419,7
8. Total pension liability - beg	333,734	395,233	621,207	1,283,320	1,640,167	2,081,598	2,976,389	4,395,522	5,817,2
9. Total pension liability - end	395,233	621,207	1,283,320	1,640,167	2,081,598	2,976,389	4,395,522	6,283,380	7,236,3
Plan fiduciary net position									
1. Contributions - employer	49,109	58,947	106,889	230,778	243,483	322,242	373,394	549,882	796,3
2. Contributions - members	44,645	56,247	97,172	129,755	155,509	207,325	796,395	316,544	373,3
3. Net investment income	(4,464)	30,415	84,710	(11,786)	197,886	187,498	501,397	(294,501)	501,3
4. Benefit payments	1	(1)	-	-	(11,912)	-	(62,036)	(14,997)	(62,0
5. Administrative Expense	(263)	(331)	(564)	(970)	(1,375)	(1,855)	(3,199)	(2,615)	(3,1
6. Other	(32)	9,045	2,729	10,826	13,504	15,849	57,246	123,037	57,7
Net change in plan	88,996	154,322	290,936	358,603	597,095	731,059	1,663,197	677,350	1,663,1
8. Plan net position - begn	314,541	403,537	557,859	848,795	1,207,398	1,804,493	2,535,552	4,198,749	4,462,5
9. Plan net position - end	403,537	557,859	848,795	1,207,398	1,804,493	2,535,552	4,198,749	4,876,099	6,125,7
Net pension liability [A.9-B.9]	(8,304)	63,348	434,525	432,769	277,105	440,837	196,773	1,407,281	1,110,6
Plan fiduciary net position as a percentage of the total pension liability [B.9 / A	102.10%	89.80%	66.14%	73.61%	86.69%	85.19%	95.52%	77.60%	84.6
Covered-employee payroll	892,897	1,120,079	1,619,531	1,853,636	2,221,561	2,961,785	3,629,300	4,522,061	5,334,2
Net pension liability as a percentage of covered employee payroll [C / E]	-0.93%	5.66%	26.83%	23.35%	12.47%	14.88%	5.42%	31.12%	20.8

Williamson County ESD # 3

Schedule of Contributions

Last 10 Fiscal Years (will ultimately be displayed)

September 30, 2024

	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Actually Determined Contribution	796,395	549,882	377,447	322,242	243,483	230,778	106,889	58,692	49,109	45,835
Contributions in relation to the actuarially determined contribution	796,395	549,882	377,447	322,242	243,483	230,778	106,889	58,947	49,109	45,835
										-
Contribution deficiency (excess)										-
Covered employee payroll	5,334,201	4,522,061	3,629,300	2,961,785	2,221,561	1,853,636	1,619,531	1,120,079	892,897	818,490
Contributions as a percentage of covered employee payroll	14.93%	12.16%	10.40%	10.88%	10.96%	12.45%	6.60%	5.26%	5.50%	5.60%
Noes to Schedule of Contrib										
Valuation Date determined				12/31/2023						
Notes										
Valuation Date:										

Notes	Actuarially determined contribution rates are calculated as of December 31 and become effective in January.
Methods and Assumptions Used to Determine Contribution Rates:	
Actuarial Cost Method	Entry Age
Amortization Method	Level percentage of payroll, closed.
Remaining Amortization Period	15.3 years
Asset Valuation Method	5 Year Smoothed Market
Inflation	2.50%
Salary Increases	Varies by age and service. 4.7% average over career including inflation
Investment Rate of Return	7.5%, net of administrative & investment expenses, including inflation
Retirement Age	Members who are eligible for service retirement are assumed to commence receiving benefit payments based on age. The average age at service retirement for recent retirees is 61.
Mortality	135% of the RP-2014 Healthy Annuitant Mortality Table for males, and 110% of the RP-2014 Healthy Annuitant Mortality table for females, both projected with 110% of the MP-2014 Ultimate scale after 2014.
Other Information:	2015: New inflation, mortality and other assumptions were reflected. 2017. New mortality assumptions were reflected.
Changes in Plan Provisions	2015 & 2016 - No changes in plan provisions are reflected in the Schedule of Employer Contributions.
Reflected in the schedule	2017. Employer contributions reflect that the member contribution rate was increased to 6% and the current service matching rate was increased to 175% for future benefits. Also, new annuity purchase rates were reflected for benefits earned after 2017.

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Directors
Williamson County ESD # 3

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Williamson County ESD # 3, as of and for the year ended September 30, 2024 and the related notes to the financial statements, which collectively comprise Williamson County ESD # 3's basic financial statements, and have issued our report thereon dated December 5, 2024.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Williamson County ESD # 3's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Williamson County ESD # 3's internal control. Accordingly, we do not express an opinion on the effectiveness of Williamson County ESD # 3's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Williamson County ESD # 3's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Donald L. Allman, CPA, PC

Georgetown, TX
December 5, 2024

ML&R

Williamson County Emergency Services District No. 4

Financial Statements as of and for the Year Ended September 30, 2024 and Independent Auditors' Report

MAXWELL LOCKE & RITTER LLP | Accounting & Advisory

AUSTIN 401 Congress Avenue, Suite 1100, Austin, TX 78701

ROUND ROCK 411 West Main Street, Suite 300, Round Rock, TX 78664

MLRPC.COM

Williamson County Emergency Services District No. 4

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Independent Auditors' Report

To the Board of Commissioners of
Williamson County Emergency Services District No. 4:

Opinions

We have audited the financial statements of the governmental activities and the General Fund of Williamson County Emergency Services District No. 4 (the "District"), as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the General Fund of the District as of September 30, 2024, the respective changes in financial position, and the respective budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, the schedule of changes in net pension liability (asset) and related ratios, the schedule of District contributions, and the notes to required supplementary information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Maxwell Locke & Ritter LLP

Austin, Texas
May 19, 2025

In accordance with Governmental Accounting Standards Board ("GASB") Statement No. 34, the management of Williamson County Emergency Services District No. 4 (the "District") offers the following narrative on the financial performance of the District as of and for the year ended September 30, 2024. Please read it in connection with the District's financial statements that follow.

For purposes of GASB Statement No. 34, the District is considered a special purpose government. This allows the District to present the required fund and government-wide statements in a single schedule. The requirement for fund financial statements that are prepared on the modified accrual basis of accounting is met with the "General Fund" column. An adjustment column includes those entries needed to convert to the full accrual basis government-wide statements. Government-wide statements are comprised of the Statement of Net Position and the Statement of Activities.

Overview of the Basic Financial Statements

The District's reporting is comprised of two parts:

- *Management's Discussion and Analysis* (this section)
- *Basic Financial Statements*
  - *Statement of Net Position and Governmental Fund Balance Sheet*
  - *Statement of Activities and Governmental Fund Revenues, Expenditures, and Changes in Fund Balance*
  - *Statement of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual - General Fund*
  - *Notes to Basic Financial Statements*

Other required supplementary information is also included.

The *Statement of Net Position and Governmental Fund Balance Sheet* includes a column (titled "General Fund") that represents a balance sheet prepared using the modified accrual basis of accounting. The adjustments column converts those balances to a balance sheet that more closely reflects a private-sector business. Over time, increases or decreases in the District's net position will indicate financial health.

The *Statement of Activities and Governmental Fund Revenues, Expenditures, and Changes in Fund Balance* includes a column (titled "General Fund") that derives the change in fund balance resulting from current year revenues, expenditures, and other financing sources or uses. These amounts are prepared using the modified accrual basis of accounting. The adjustments column converts those activities to full accrual, a basis that more closely represents the income statement of a private-sector business.

The *Statement of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual - General Fund* presents a comparison statement between the District's adopted budget to its actual results.

The *Notes to Basic Financial Statements* provide additional information that is essential to a full understanding of the information presented in the *Statement of Net Position and Governmental Fund Balance Sheet* and the *Statement of Activities and Governmental Fund Revenues, Expenditures, and Changes in Fund Balance*.

Required supplementary information related to the District's participation in the Texas County and District Retirement System pension plan is presented immediately following the *Notes to Basic Financial Statements.*

The District as a Whole

The District's combined net position for the years ending September 30, 2024 and 2023 are shown in the table below. Our analysis below focuses on the net position and changes in the net position of the District's governmental activities as reported in the accrual basis of accounting.

Statement of Net Position

	9/30/2024	9/30/2023
Assets:		
Current assets	$ 20,458,852	$ 17,829,926
Capital assets, net	24,841,203	12,342,102
Total Assets	45,300,055	30,172,028
Deferred Outflows of Resources	1,363,129	1,046,493
Liabilities:		
Current liabilities	3,156,059	1,418,736
Non-current liabilities	20,634,633	12,009,338
Total Liabilities	23,790,692	13,428,074
Deferred Inflows of Resources	942	1,099
Net Position:		
Net investment in capital assets	8,477,375	5,053,928
Restricted	-	4,900,000
Unrestricted	14,394,175	7,835,420
Total Net Position	$ 22,871,550	$ 17,789,348

The District's total assets were $45,300,055 as of September 30, 2024. Of this amount, $24,841,203 is accounted for by capital assets. The District had outstanding liabilities of $23,790,692 as of September 30, 2024 which represents current and non-current liabilities.

The changes in net position for the respective periods are also shown in the table below.

Statement of Activities

	9/30/2024	9/30/2023
Expenses:		
Service operations	$ 9,059,651	$ 5,946,171
Depreciation	583,192	559,682
Debt service	833,804	480,972
Total Expenses	10,476,647	6,986,825
Revenues-		
General revenues	15,558,849	14,116,118
Change in Net Position	$ 5,082,202	$ 7,129,293

General revenues increased by $1,442,731 for the fiscal year ended September 30, 2024 primarily due to an increase in property tax revenue. Property taxes, including penalties and interest, generated $7,558,589 and sales taxes generated $6,858,322 in revenues. Total expenses increased by $3,489,822 for the fiscal year ended September 30, 2024 primarily due to an increase in service operations. Net position increased $5,082,202 for the fiscal year ended September 30, 2024 compared to an increase of $7,129,293 for the fiscal year ended September 30, 2023.

The District's Governmental Fund

At September 30, 2024, the District's governmental fund reported a fund balance of $18,980,518, which is an increase of $1,639,150 from the prior year.

General Fund Budgetary Highlights

The actual expenditures in the General Fund were $6,859,972 more than the final budgeted amounts primarily due to higher capital outlay expenditures as compared to the final budgeted amounts. Resources available for appropriation were $2,990,310 more than the final budgeted amounts primarily due to higher sales tax revenue as compared to the final budgeted amounts.

Capital Assets and Debt Administration

Capital Assets

At September 30, 2024 and 2023, the District had the following capital assets in operation:

Capital Assets at Year End

	9/30/2024	9/30/2023
Land	$ 5,578,305	$ 3,077,689
Construction in progress	11,156,179	1,094,034
Buildings and improvements	5,714,573	5,678,081
Furniture and equipment	1,252,622	1,125,593
Fire trucks and vehicles	4,539,070	4,183,059
Total Capital Assets	28,240,749	15,158,456
Accumulated depreciation	(3,399,546)	(2,816,354)
Total Net Capital Assets	$ 24,841,203	$ 12,342,102

More detailed information about the District's capital assets is presented in the *Notes to Basic Financial Statements.*

Debt Administration

At September 30, 2024 and 2023, the District had debt comprised of the following:

Debt at Year End

	9/30/2024	9/30/2023
Notes payable	$ 21,263,828	$ 12,188,174

More detailed information about the District's debt is presented in the *Notes to Basic Financial Statements.*

Economic Factors, Next Year's Budgets and Rates

The District's Board of Commissioners considered various factors when setting the fiscal year budget, tax rates, and necessary expenditures to be incurred in the next fiscal year's activities. The District's budgetary growth has mirrored its residential growth and economy. The fiscal year 2025 tax rate is $0.074944 per $100 of assessed valuation. The adopted budget for fiscal year 2025 for the District's governmental fund projects a fund balance increase of $1,141,492.

Contacting the District's Financial Management

This financial report is designed to provide a general overview of the District's finances and to demonstrate the District's accountability for the funds it receives. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the District at Williamson County Emergency Services District No. 4, 301 Main Street, Liberty Hill, Texas 78642, or by calling 512-515-5165.

Williamson County Emergency Services District No. 4

Statement of Net Position and Governmental Fund Balance Sheet
September 30, 2024

	General Fund	Adjustments (Note 2)	Statement of Net Position
Assets:			
Cash and cash equivalents	$ 11,977,540	-	11,977,540
Investments	2,357,137	-	2,357,137
Restricted investments	4,900,000	-	4,900,000
Receivables:			
Property taxes	88,658	-	88,658
Sales taxes	1,135,517	-	1,135,517
Capital assets (net of accumulated depreciation):			
Land	-	5,578,305	5,578,305
Construction in progress	-	11,156,179	11,156,179
Buildings and improvements	-	4,677,263	4,677,263
Furniture and equipment	-	546,686	546,686
Fire trucks and vehicles	-	2,882,770	2,882,770
Total assets	20,458,852	24,841,203	45,300,055
Deferred Outflows of Resources:			
Pension contributions after measurement date	-	484,428	484,428
Deferred outflows related to pension liability	-	878,701	878,701
Total deferred outflows of resources	-	1,363,129	1,363,129
Liabilities:			
Accounts payable	$ 1,053,279	-	1,053,279
Payroll liabilities payable	336,397	-	336,397
Accrued interest payable	-	480,300	480,300
Long-term liabilities:			
Due within one year	-	1,286,083	1,286,083
Due after one year	-	20,634,633	20,634,633
Total liabilities	1,389,676	22,401,016	23,790,692
Deferred Inflows of Resources:			
Deferred revenue - property taxes	88,658	(88,658)	-
Deferred inflows related to pension liability	-	942	942
Total deferred inflows of resources	88,658	(87,716)	942
Fund Balance/Net Position:			
Fund balance:			
Restricted for capital projects	4,900,000	(4,900,000)	-
Unassigned	14,080,518	(14,080,518)	-
Total fund balance	18,980,518	(18,980,518)	-
Total Liabilities, Deferred Inflows of Resources, and Fund Balance	$ 20,458,852		
Net position:			
Net investment in capital assets		8,477,375	8,477,375
Unrestricted		14,394,175	14,394,175
Total net position		$ 22,871,550	22,871,550

The notes to financial statements are an integral part of this statement.

Williamson County Emergency Services District No. 4

Statement of Activities and Governmental Fund Revenues, Expenditures, and Changes in Fund Balance
Year Ended September 30, 2024

	General Fund	Adjustments (Note 2)	Statement of Activities
Expenditures/expenses:			
Operating:			
Personnel	$ 6,402,958	(259,845)	6,143,113
Professional fees	1,065,022	-	1,065,022
Insurance	206,513	-	206,513
Appraisal district/tax collector fees	187,882	-	187,882
Office expenses	230,410	-	230,410
Fleet maintenance	88,261	-	88,261
Bunker gear	122,218	-	122,218
Travel and training	328,993	-	328,993
Building expenses	60,601	-	60,601
Utilities	60,775	-	60,775
Fire fighting equipment	32,578	-	32,578
Communications	50,450	-	50,450
Emergency medical services	21,072	-	21,072
Fire prevention	15,841	-	15,841
Miscellaneous	445,922	-	445,922
Capital outlay	13,082,293	(13,082,293)	-
Depreciation	-	583,192	583,192
Debt service:			
Principal payments	1,178,776	(1,178,776)	-
Interest payments	563,717	270,087	833,804
Total expenditures/expenses	24,144,282	(13,667,635)	10,476,647
General revenues:			
Property taxes, including penalties and interest	7,528,742	29,847	7,558,589
Sales taxes	6,858,322	-	6,858,322
Grants	32,596	-	32,596
Fire code permit fees	252,081	-	252,081
Interest income	766,275	-	766,275
Miscellaneous	90,986	-	90,986
Total general revenues	15,529,002	29,847	15,558,849
Total revenues	15,529,002	29,847	15,558,849
Other financing sources-			
Proceeds from notes payable	10,254,430	(10,254,430)	-
Total other financing sources	10,254,430	(10,254,430)	-
Excess of revenues and other financing sources over expenditures	1,639,150	(1,639,150)	-
Change in net position	-	5,082,202	5,082,202
Fund balance/net position:			
Beginning of year	17,341,368	447,980	17,789,348
End of year	$ 18,980,518	3,891,032	22,871,550

The notes to financial statements are an integral part of this statement.

Williamson County Emergency Services District No. 4

Statement of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual - General Fund
Year Ended September 30, 2024

	Original Budget	Final Budget	Actual	Variance
Revenues:				
Property taxes, including penalties and interest	$ 7,485,342	7,485,342	7,528,742	43,400
Sales taxes	4,680,000	4,680,000	6,858,322	2,178,322
Grants	-	-	32,596	32,596
Fire code permit fees	202,650	202,650	252,081	49,431
Interest income	150,000	150,000	766,275	616,275
Miscellaneous	20,700	20,700	90,986	70,286
Total revenues	12,538,692	12,538,692	15,529,002	2,990,310
Expenditures:				
Operating:				
Personnel	6,957,501	6,218,501	6,402,958	(184,457)
Professional fees	269,150	886,350	1,065,022	(178,672)
Insurance	231,700	231,700	206,513	25,187
Appraisal district/tax collector fees	42,500	42,500	187,882	(145,382)
Office expenses	4,950	39,065	230,410	(191,345)
Fleet maintenance	85,100	88,300	88,261	39
Bunker gear	158,500	243,500	122,218	121,282
Travel and training	141,160	141,160	328,993	(187,833)
Building expenses	62,500	62,485	60,601	1,884
Utilities	83,500	83,500	60,775	22,725
Fire fighting equipment	38,150	38,150	32,578	5,572
Communications	80,560	80,560	50,450	30,110
Emergency medical services	39,450	38,950	21,072	17,878
Fire prevention	16,000	16,000	15,841	159
Miscellaneous	166,050	166,050	445,922	(279,872)
Capital outlay	7,565,012	7,565,012	13,082,293	(5,517,281)
Debt service:				
Principal payments	778,810	778,810	1,178,776	(399,966)
Interest payments	563,717	563,717	563,717	-
Total expenditures	17,284,310	17,284,310	24,144,282	(6,859,972)
Other financing sources-				
Proceeds from notes payable	5,866,000	5,866,000	10,254,430	4,388,430
Total other financing sources	5,866,000	5,866,000	10,254,430	4,388,430
Excess of revenues and other financing sources over expenditures	1,120,382	1,120,382	1,639,150	518,768
Fund balance:				
Beginning of year	17,341,368	17,341,368	17,341,368	-
End of year	$ 18,461,750	18,461,750	18,980,518	518,768

The notes to financial statements are an integral part of this statement.

1. Summary of Significant Accounting Policies

Williamson County Emergency Services District No. 4 (the "District") was created by Article III, Section 48-e of the Constitution of Texas as proposed by Senate Joint Resolution, No. 27 Acts of the 70th Legislature, Regular Session 1987, and adopted by the voters at an election held in May 2000, to protect life and property from fire and to conserve natural and human resources.

The District is empowered, among other things, to purchase, construct, operate, and maintain all works, improvements, facilities, and equipment necessary to service the citizens of its jurisdiction in all matters related to emergency and nonemergency services.

The reporting entity of the District encompasses those activities and functions over which the District's appointed officials exercise significant oversight or control. The District is governed by a five member Board of Commissioners (the "Board") which has been appointed by the Williamson County Commissioners' Court, in accordance with state law. The District is not included in any other governmental "reporting entity" as defined by the Governmental Accounting Standards Board ("GASB") since Board members have decision making authority, the power to designate management, the responsibility to significantly influence operations and primary accountability for fiscal matters. In addition, there are no component units which are included in the District's reporting entity.

Government-Wide and Fund Financial Statements

For purposes of GASB Statement No. 34, the District is considered a special purpose government. This allows the District to present the required fund and government-wide statements in a single schedule. The requirement for fund financial statements that are prepared on the modified accrual basis of accounting is met with the "General Fund" column. An adjustment column includes those entries needed to convert to the full accrual basis government-wide statements. Government-wide statements are comprised of the statement of net position and the statement of activities.

The government-wide financial statements report information on all of the activities of the District.

The statement of activities demonstrates the degree to which the expenses are offset by program revenues. Program revenues include charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by the District. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Major individual governmental funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Sales taxes are recognized as revenues in the year in which the underlying exchange occurred. Amounts reported as program revenues include charges to customers or applicants for goods, services, or privileges provided. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within sixty days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

Major revenue sources considered susceptible to accrual include interest income and sales taxes. No accrual for property taxes collected within sixty days of year end has been made as such amounts are deemed immaterial; delinquent property taxes at year end are reported as deferred inflows of resources.

The District reports the following major governmental fund-

> The General Fund includes financial resources used for general operations. It is a budgeted fund, and any unassigned fund balance is considered resources available for current operations.

Budgets and Budgetary Accounting

Formal budgetary integration is employed as a management control device for the General Fund. Prior to the beginning of each fiscal year, the District prepares a budget. The operating budget includes proposed expenditures and the means of financing those expenditures and is adopted on the modified accrual basis, which is consistent with generally accepted accounting principles.

Public meetings are conducted at which all interested persons' comments concerning the budget are heard. After such meetings, the Board formally adopts the budget through passage of an ordinance. The District may amend the budget throughout the year, approving such additional expenditures as may be required. All annual appropriations for the General Fund lapse at the fiscal year-end. For the year ended September 30, 2024, expenditures in the General Fund exceeded appropriations by $6,859,972. The excess expenditures were funded by greater than anticipated revenues and proceeds from notes payable in the General Fund.

Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position or Equity

Cash and Cash Equivalents - The District considers all highly liquid instruments available for current use with an initial maturity of three months or less to be cash equivalents.

Investments - Temporary investments throughout the year consisted of investments in certificates of deposit. The District is entitled to invest any and all of its funds in obligations of, or guaranteed by, the United States of America or its agencies, certificates of deposit, and certain public fund investment pools. The District is authorized to invest in obligations of, or guaranteed by, government entities other than the United States of America or one of its agencies or instrumentalities, repurchase agreements, bankers' acceptances, commercial paper, and mutual funds to the extent authorized by Section 2256 of the Government Code ("Public Funds Investment Act") and only upon the Board's adoption of a separate resolution authorizing such investment. The District's investment policies and types of investments are governed by the Health and Safety Code, Chapter 775 Emergency Services Districts, Section 775.043, and the Public Funds Investment Act. The District accrues interest on temporary investments based on the terms and effective interest rates of the specific investments.

Restricted Investments - Restricted investments as of September 30, 2024 consisted of an investment in certificates of deposit purchased using funds from a note payable agreement that is restricted for future capital outlay expenditures of the District.

Ad Valorem Property Taxes - Allowances for uncollectibles within the General Fund are based upon historical experience in collecting property taxes. Uncollectible personal property taxes are periodically reviewed and written off, but the District is prohibited from writing off real property taxes without specific statutory authority from the Texas Legislature. As of September 30, 2024, the District had no allowance for uncollectible accounts.

Capital Assets - Capital assets, which include land, construction in progress, buildings and improvements, furniture and equipment, and fire trucks and vehicles are reported in the governmental activities columns in the government-wide financial statements. Capital assets are defined by the District as assets with an initial, individual cost of at least $5,000. Such assets are recorded at historical cost if purchased or estimated acquisition value at the date of donation if donated. The costs of normal maintenance and repairs that do not add to the value of the assets or materially extend assets' lives are not capitalized.

Capital assets (other than land and construction in progress) are depreciated using the straight-line method over the following estimated useful lives:

Asset	Years
Buildings and improvements	15-35
Furniture and equipment	5-15
Fire trucks and vehicles	10-15

Compensated Absences - Accrued paid time off is earned by each full-time employee at an established rate depending on length of employment. The District's policy allows for a maximum carry-over from the previous fiscal year. The full amount of accrued paid time off, subject to the maximum accrual limits, is paid upon discontinuance of employment at the discretion of the District. This liability is generally liquidated through the General Fund.

Long-Term Debt - In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities statement of net position. Issuance costs are reported as an expense in the year the costs are incurred.

In the fund financial statements, the face amount of debt issued is reported as other financing sources. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as expenditures.

Pensions - The fiduciary net position of the Texas County and District Retirement System ("TCDRS") has been determined using the flow of economic resources measurement focus and full accrual basis of accounting. This includes for purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, pension expense, and information about assets, liabilities and additions to/deductions from TCDRS's fiduciary net position. Benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Fund Balance - The District complies with GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, which establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds. See Note 7 for additional information on those fund balance classifications.

Deferred Outflows and Inflows of Resources - The District complies with GASB Statement No. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position*, which provides guidance for reporting the financial statement elements of deferred outflows of resources, which represent the consumption of the District's net position that is applicable to a future reporting period, and deferred inflows of resources, which represent the District's acquisition of net position applicable to a future reporting period.

The District complies with GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities*, which establishes accounting and financial reporting standards that reclassify, as deferred outflows of resources or deferred inflows of resources, certain items that were previously reported as assets and liabilities and recognizes, as outflows of resources or inflows of resources, certain items that were previously reported as assets and liabilities. See Note 8 for additional information on deferred outflows and inflows of resources.

Fair Value Measurements - The District complies with GASB Statement No. 72, *Fair Value Measurement and Application*, which defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction. Fair value accounting requires characterization of the inputs used to measure fair value into a three-level fair value hierarchy as follows:

- Level 1 inputs are based on unadjusted quoted market prices for identical assets or liabilities in an active market the entity has the ability to access.
- Level 2 inputs are observable inputs that reflect the assumptions market participants would use in pricing the asset or liability developed based on market data obtained from sources independent from the entity.
- Level 3 inputs are unobservable inputs that reflect the entity's own assumptions about the assumptions market participants would use in pricing the asset or liability developed based on the best information available.

There are three general valuation techniques that may be used to measure fair value:

- Market approach - uses prices generated by market transactions involving identical or comparable assets or liabilities.
- Cost approach - uses the amount that currently would be required to replace the service capacity of an asset (replacement cost).
- Income approach - uses valuation techniques to convert future amounts to present amounts based on current market expectations.

Use of Estimates - The preparation of financial statements, in conformity with generally accepted accounting principles, requires management to make estimates and assumptions that affect the reported amount of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

2. Reconciliation of Government-Wide and Fund Financial Statements

Amounts reported for governmental activities in the statement of net position are different because:

Governmental fund total fund balance	$ 18,980,518
Capital assets used in governmental activities are not current financial resources and are therefore not reported in the governmental fund balance sheet-	
Capital assets, net of accumulated depreciation	24,841,203
Deferred tax revenue is not available to pay for current-period expenditures and, therefore, is deferred in the funds.	88,658
The following liabilities and deferred outflows and inflows of resources are not due and payable in the current period and, therefore, are not reported in the funds:	
Notes payable	(21,263,828)
Compensated absences	(77,050)
Accrued interest payable	(480,300)
Net pension liability	(579,838)
Pension contributions after measurement date	484,428
Deferred outflows related to pension liability	878,701
Deferred inflows related to pension liability	(942)
Total net position	$ 22,871,550

Amounts reported for governmental activities in the statement of activities are different because:

Excess of revenues and other financing sources over expenditures	$ 1,639,150
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense:	
Capital outlay	13,082,293
Depreciation expense	(583,192)
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds-	
Change in deferred tax revenue	29,847
Note proceeds provide current financial resources to governmental funds, but issuing debt increases long-term liabilities in the statement of net position. Repayment of note principal is an expenditure in the governmental funds, but the repayment reduces the long-term liabilities in the statement of net position:	
Proceeds from notes payable	(10,254,430)
Repayment of note principal	1,178,776
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds:	
Change in interest payable	(270,087)
Change in compensated absences	(10,171)
Pension contributions made before measurement date	163,923
Pension contributions made after measurement date	484,428
Adjustments for ending deferred inflows and outflows related to net pension liability	(378,335)
Change in net position	$ 5,082,202

3. Cash, Cash Equivalents and Investments

The District's deposits are required to be secured in the manner provided by law for the security of the funds. Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. As of September 30, 2024, such deposits were covered by Federal Deposit Insurance Corporation insurance.

The Public Funds Investment Act authorizes the District to invest in funds under a written investment policy. The District's deposits and investments are invested pursuant to the investment policy, which is approved annually by the Board. The primary objectives of the District's investment strategy, in order of priority, are safety, liquidity, and yield.

Investments held at September 30, 2024 consisted of the following:

Type	Fair Value	Weighted Average Maturity (Days)	Standard & Poor's Rating
Certificates of Deposit	$ 7,257,137	123	N/A

Certificates of deposit are valued using level 2 inputs that are based on market data obtained from independent sources. The investments are reported by the District at fair value in accordance with GASB Statement No. 72.

Credit Risk - Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The ratings of securities by nationally recognized agencies are designed to give an indication of credit risk. At September 30, 2024, the District's investments were in certificates of deposit which are subject to custodial credit risk considerations as noted above.

Concentration of Credit Risk - Concentration of credit risk is the risk of loss attributed to the magnitude of a government's investments in a single issuer. At September 30, 2024, all of the District's investments were with one depository institution.

4. Capital Assets

Capital assets activity for the fiscal year ended September 30, 2024 was as follows:

	Balance September 30, 2023	Additions	Retirements and Transfers	Balance September 30, 2024
Capital assets not being depreciated:				
Land	$ 3,077,689	2,500,616	-	5,578,305
Construction in progress	1,094,034	10,062,145	-	11,156,179
Total capital assets not being depreciated	4,171,723	12,562,761	-	16,734,484
Capital assets being depreciated:				
Buildings and improvements	5,678,081	36,492	-	5,714,573
Furniture and equipment	1,125,593	127,029	-	1,252,622
Fire trucks and vehicles	4,183,059	356,011	-	4,539,070
Total capital assets being depreciated	10,986,733	519,532	-	11,506,265
Less accumulated depreciation for:				
Buildings and improvements	(874,572)	(162,738)	-	(1,037,310)
Furniture and equipment	(625,672)	(80,264)	-	(705,936)
Fire trucks and vehicles	(1,316,110)	(340,190)	-	(1,656,300)
Total accumulated depreciation	(2,816,354)	(583,192)	-	(3,399,546)
Total capital assets being depreciated, net	8,170,379	(63,660)	-	8,106,719
Capital assets, net	$ 12,342,102	12,499,101	-	24,841,203

5. Long-Term Liabilities

Long-term liabilities transactions for the year ended September 30, 2024, are summarized as follows:

	Balance September 30, 2023	Additions	Retirements	Balance September 30, 2024	Due Within One Year
Notes payable	$ 12,188,174	10,254,430	(1,178,776)	21,263,828	1,286,083
Compensated absences	66,879	526,302	(516,131)	77,050	-
Net pension liability	533,061	46,777	-	579,838	-
Total	$ 12,788,114	10,827,509	(1,694,907)	21,920,716	1,286,083

Notes payable consisted of the following at September 30, 2024:

Date of Issue	Amounts of Original Issue	Maturity Date	Interest Rate	Outstanding at September 30, 2024	Due Within One Year
November 22, 2016	$ 477,995	2027	3.41%	$ 166,816	$ 52,309
November 22, 2016	172,092	2027	3.53%	60,535	18,719
February 19, 2018	4,500,000	2038	4.35%	3,515,573	187,624
June 21, 2019	300,000	2029	3.70%	163,751	30,415
February 19, 2020	258,757	2025	3.28%	55,065	55,065
July 24, 2020	1,175,018	2031	3.20%	578,219	74,172
September 30, 2021	792,777	2031	2.84%	437,789	56,627
December 21, 2021	234,357	2027	2.92%	144,646	46,833
September 28, 2022	883,765	2033	4.65%	641,788	57,942
August 7, 2023	965,134	2033	4.89%	888,007	80,899
August 7, 2023	4,900,000	2043	5.35%	4,757,209	150,430
October 25, 2023	2,754,430	2034	5.19%	2,354,430	175,050
May 10, 2024	5,000,000	2044	5.30%	5,000,000	146,466
September 24, 2024	2,500,000	2044	4.98%	2,500,000	153,532
	$ 24,914,325			$ 21,263,828	$1,286,083

The notes payable agreements were entered into by the District to finance the acquisition of land, improvements, and vehicles and are secured by ad valorem taxes, sales taxes, and the underlying capital assets acquired.

Debt service requirements to maturity for the District's notes payable are summarized as follows:

Fiscal Year	Principal	Interest	Total Requirement
2025	$ 1,286,083	1,006,366	2,292,449
2026	1,205,423	1,011,931	2,217,354
2027	1,269,379	954,596	2,223,975
2028	1,193,036	884,404	2,077,440
2029	1,251,953	835,486	2,087,439
2030-2034	6,367,981	3,211,396	9,579,377
2035-2039	4,658,964	1,754,888	6,413,852
2040-2044	4,031,009	615,691	4,646,700
Total	$ 21,263,828	10,274,758	31,538,586

6. Property Taxes

The District is authorized to levy a tax each October 1 on the assessed value listed as of the prior January 1 for all real and business personal property located within its boundaries. Assessed values are established annually by the Williamson Central Appraisal District. District property tax revenues are recognized when levied to the extent that they are collected in the current year. The uncollected balance is reported as deferred revenue. Taxes receivable are due January 1 and are delinquent if received after January 31 and are subject to penalty and interest charges.

In August 2023, the District levied a tax rate of $0.067969 per $100 of assessed valuation to finance operating expenditures and debt service payments. The total 2023 tax levy was $7,489,608 based on a taxable valuation of $11,085,323,456.

7. Fund Balance

The District complies with GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, which establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds. Those fund balance classifications are described below.

Nonspendable - Amounts that cannot be spent because they are either not in a spendable form or are legally or contractually required to be maintained intact.

Restricted - Amounts that can be spent only for specific purposes because of constraints imposed by external providers, or imposed by constitutional provisions or enabling legislation.

Committed - Amounts that can only be used for specific purposes pursuant to approval by formal action by the Board.

Assigned - For the General Fund, amounts that are appropriated by the Board or Board designee that are to be used for specific purposes. For all other governmental funds, any remaining positive amounts not previously classified as nonspendable, restricted or committed.

Unassigned - Amounts that are available for any purpose; these amounts can be reported only in the District's General Fund.

The detail of the fund balance is included in the Governmental Fund Balance Sheet on page 9.

Fund balance of the District may be committed for a specific purpose by formal action of the Board, the District's highest level of decision-making authority. Commitments may be established, modified, or rescinded only through a resolution approved by the Board. The Board maintains the authority to assign fund balance for a specific purpose.

In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended is as follows: restricted fund balance, committed fund balance, assigned fund balance, and lastly, unassigned fund balance.

8. Defined Benefit Pension Plan

Plan Description

The District provides retirement, disability, and death benefits for all of its non-temporary full-time employees through a nontraditional defined benefit pension plan administered by TCDRS. The Board of Trustees of TCDRS is responsible for the administration of the statewide agent multiple-employer public employee retirement system consisting of nearly 870 active participating counties and districts throughout Texas. TCDRS in the aggregate issues an annual comprehensive financial report ("ACFR") on a calendar year basis. The ACFR is available upon written request from the TCDRS, Finance Division, at Barton Oaks Plaza IV, Suite 500, 901 S. Mopac Expressway, Austin, Texas 78746.

The plan provisions are adopted by the governing body of the employer, within the options available in the Texas State statutes governing TCDRS ("TCDRS Act"). Members can retire either at age 60 and above with 5 or more years of service, after 20 years of service, or when service time plus age equals 75 but must leave their accumulated contributions in the plan to receive any employer-finance benefit. Members who withdraw their personal contributions in a lump sum are not entitled to any amounts contributed by their employer.

Benefits Provided

Benefit amounts are determined by the sum of the employee's contributions to the plan, with interest, and the employer-financed monetary credits. The level of these monetary credits is adopted by the governing body of the employer within the actuarial constraints imposed by the TCDRS Act, so that the resulting benefits can be expected to be adequately financed by the employer's commitment to contribute. At retirement, death, or disability, the benefit is calculated by converting the sum of the employee's accumulated contributions and the employer-financed monetary credits to a monthly annuity using annuity purchase rates prescribed by the TCDRS Act.

Employee membership data related to the Plan, as of the valuation date of December 31, 2023, was as follows:

Retirees and beneficiaries currently receiving benefits	-
Terminated employees entitled to but not yet receiving benefits	8
Active plan members	57
Total	65

Contributions

The District has elected the annually determined contribution rate ("ADCR") plan provisions of the TCDRS Act. The plan is funded by monthly contributions from both employee members and the employer based on the covered payroll of employee members. Under the TCDRS Act, the contribution rate of the employer is actuarially determined annually. The District contributed using the actuarially determined rate of 13.41% for 2024 as adopted by the governing body of the District. The employee contribution rate was 7.00%. The employee contribution rate and the employer contribution rate may be changed by the governing body of the District within the options available in the TCDRS Act. The required contribution and actual contributions for the year ended September 30, 2024 equaled $648,351.

Net Pension Liability

Actuarial Assumptions

The District's net pension liability was measured as of December 31, 2023 and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The total pension liability in the December 31, 2023 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Valuation Timing	Actuarially determined contribution rates are calculated on a calendar basis as of December 31, two years prior to the end of the fiscal year in which the contributions are reported
Actuarial Cost Method	Entry Age (level of percentage of pay)
Amortization method	Level percentage of payroll, closed
Amortization period	18.0 years
Asset Valuation Method	5-year smoothed market
Inflation	2.50%
Salary Increases	Varies by age and service. 4.7% average over career including inflation
Investment Rate of Return	7.50%
Cost-of-Living Adjustments	Cost-of-Living Adjustments for the District are not considered to be automatic under GASB 68. Therefore, no assumption for future cost-of-living adjustments is included in the GASB 68 calculations. No assumption for future cost-of-living adjustments is included in the funding valuation.
Retirement Age	Between ages 40 and 74 with various rates of service retirement by gender: low of 5.3% for age 40-49 to high of 27.5% for age 65-66 for males and females.
Turnover	New employees are assumed to replace any terminated members and have similar entry ages.
Mortality:	
Depositing members	135% of Pub-2010 General Employees Amount-Weighted Mortality Table for males and 120% Pub-2010 General Employees Amount-Weighted Mortality Table for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.
Service retirees, beneficiaries and non-depositing members	135% of Pub-2010 General Retirees Amount-Weighted Mortality Table for males and 120% Pub-2010 General Retirees Amount-Weighted Mortality Table for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.
Disabled retirees	160% of Pub-2010 General Disabled Retirees Amount-Weighted Mortality Table for males and 125% Pub-2010 General Disabled Retirees Amount-Weighted Mortality Table for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.

The actuarial assumptions that determined the total pension liability as of December 31, 2023 were based on the results of an actuarial experience study for the period January 1, 2017 through December 31, 2020, except where required to be different by GASB 68.

Long-Term Expected Rate of Return

The long-term expected rate of return on TCDRS assets is determined by adding expected inflation to expected long-term real returns, and reflecting expected volatility and correlation. The capital market assumptions and information shown below are provided by TCDRS' investment consultant, Cliffwater LLC. The numbers shown are based on January 2024 information for a 10-year time horizon.

Note that the valuation assumption for long-term expected return is reassessed in detail at a minimum of every four years and is set based on a long-term horizon; the most recent analysis was performed in March 2021.

Asset Class	Benchmark	Target Allocation (a)	Geometric Real Rate of Return (Expected minus Inflation) (b)
U.S. Equities	Dow Jones U.S. Total Stock Market Index	11.50%	4.75%
Global Equities	MSCI World (net) Index	2.50%	4.75%
International Equities - Developed Markets	MSCI World Ex USA (net) Index	5.00%	4.75%
International Equities - Emerging Markets	MSCI Emerging Markets (net) Index	6.00%	4.75%
Investment-Grade Bonds	Bloomberg U.S. Aggregate Bond Index	3.00%	2.35%
Strategic Credit	FTSE High-Yield Cash-Pay Index	9.00%	3.65%
Direct Lending	Morningstar LSTA U.S. Leveraged Loan TR USD Index	16.00%	7.25%
Distressed Debt	Cambridge Associates Distressed Securities Index (c)	4.00%	6.90%
REIT Equities	67% FTSE NAREIT All Equity REITs Index + 33% S&P Global REIT (net) Index	2.00%	4.10%
Master Limited Partnerships (MLPs)	Alerian MLP Index	2.00%	5.20%
Private Real Estate Partnerships	Cambridge Associates Real Estate Index (d)	6.00%	5.70%
Private Equity	Cambridge Associates Global Private Equity & Venture Capital Index (e)	25.00%	7.75%
Hedge Funds	Hedge Fund Research, Inc. (HFRI) Fund of Funds Composite Index	6.00%	3.25%
Cash Equivalents	90-Day U.S. Treasury	2.00%	0.60%

a) Target asset allocation adopted at the March 2024 TCDRS Board meeting.

b) Geometric real rates of return equal the expected return minus the assumed inflation rate of 2.20%, per Cliffwater's 2024 capital market assumptions.

c) Includes vintage years 2005-present of Quarter Pooled Horizon internal rates of return.

d) Includes vintage years 2007-present of Quarter Pooled Horizon internal rates of return.

e) Includes vintage years 2006-present of Quarter Pooled Horizon internal rates of return.

Discount Rate

The discount rate used to measure the total pension liability was 7.60%. This rate reflects the long-term rate of return funding valuation assumption of 7.50%, plus 0.10% adjustment to be gross of administrative expenses as required by GASB 68. The Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active, inactive, and retired members. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return, and the municipal bond rate does not apply.

Changes in Net Pension Liability

Changes in the District's net pension liability for the valuation year ended December 31, 2023 are as follows:

	Total Pension Liability (a)	Increase (Decrease) Fiduciary Net Position (b)	Net Pension Liability (Asset) (a) - (b)
Balance as of December 31, 2022	$ 3,350,408	$ 2,817,347	$ 533,061
Changes for the year:			
Service cost	560,983	-	560,983
Interest on total pension liability (1)	297,266	-	297,266
Effect of plan changes (2)	-	-	-
Effect of economic/demographic gains or losses	388,258	-	388,258
Effect of assumptions changes or inputs	-	-	-
Refund of contributions	-	-	-
Benefit payments	-	-	-
Administrative expenses	-	(2,098)	2,098
Member contributions	-	294,085	(294,085)
Net investment income	-	317,948	(317,948)
Employer contributions	-	546,579	(546,579)
Other (3)	-	43,216	(43,216)
Balance as of December 31, 2023	$ 4,596,915	$ 4,017,077	$ 579,838

(1) Reflects the change in the liability due to the time value of money. TCDRS does not charge fees or interest.

(2) No plan changes valued.

(3) Relates to allocation of system-wide items.

Sensitivity Analysis

The following presents the net pension liability (asset) of the District, calculated using the discount rate of 7.60%, as well as what the District's net pension liability (asset) would be if it were calculated using a discount rate that is 1 percentage point lower (6.60%) or 1 percentage point higher (8.60%) than the current rate.

	1% Decrease	Current Discount Rate	1% Increase
	6.60%	7.60%	8.60%
Total pension liability	$ 5,645,478	$ 4,596,915	$ 3,762,509
Fiduciary net position	4,017,077	4,017,077	4,017,077
Net pension liability / (asset)	$ 1,628,401	$ 579,838	$ (254,568)

Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources

For the year ended September 30, 2024, the District recognized pension expense of $378,366. As of September 30, 2024, the deferred outflows and inflows of resources are as follows:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 677,839	$ -
Changes of assumptions	121,622	942
Net difference between projected and actual earnings	79,240	-
Contributions made subsequent to measurement date	484,428	-
Total	$ 1,363,129	$ 942

The $484,428 reported as deferred outflows of resources related to pensions resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended September 30, 2025. The remaining amounts currently reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

	Pension Expense Amount
Year ended September 30:	
2025	$ 107,422
2026	108,267
2027	156,282
2028	78,661
2029	92,851
Thereafter	334,276
	$ 877,759

9. Risk Management

The District is exposed to various risks of losses including property, casualty, automobile, comprehensive liability and workers' compensation. The District purchases its insurance from regular commercial companies. As of September 30, 2024, no claims or losses have been incurred that were not covered by insurance. There is no liability due to any claim or suit having been filed within the last three years.

10. Commitments and Contingencies

In April 2023, the District entered into a 10-year interlocal agreement with Williamson County for establishing housing of Williamson County Emergency Medical Services personnel in the Liberty Hill Fire Station. The County paid the District $300,000 toward construction costs of an ambulance bay and will provide any necessary improvements to the space to prepare as move-in ready. Based on the terms of the agreement, if Willamson County elects to terminate the agreement for convenience no reimbursement of the $300,000 payment will be made to Williamson County. If after five years from the date of occupancy of the station by Williamson County the District elects to terminate the agreement for convenience before the end of the initial 10-year term, the District would be required to return a pro-rata portion of the initial payment received based on the terms of the agreement. After the end of the initial 10-year term, the agreement will renew automatically for successive terms of one year.

At September 30, 2024, the District is committed under a construction contract for a new fire station with a remaining balance of $3,752,966.

Required Supplementary Information

Williamson County Emergency Services District No. 4

Schedule of Changes in Net Pension Liability (Asset) and Related Ratios
September 30, 2024

	Year Ended December 31, 2023*	Year Ended December 31, 2022*	Year Ended December 31, 2021*	Year Ended December 31, 2020*	Year Ended December 31, 2019*
Total Pension Liability					
Service cost	$ 560,983	$ 494,452	$ 474,757	$ 339,888	$ 263,526
Interest on total pension liability	297,266	221,332	165,345	99,097	61,311
Effect of plan changes	-	-	-	169,069	-
Effect of assumption changes or inputs	-	-	26,812	161,629	-
Effect on economic/demographic (gains) or losses	388,258	216,812	55,517	52,874	65,303
Benefit payments/refunds of contributions	-	-	(10,710)	-	-
Net change in total pension liability	1,246,507	932,596	711,721	822,557	390,140
Total pension liability, beginning	3,350,408	2,417,812	1,706,091	883,534	493,394
Total pension liability, ending (a)	$ 4,596,915	$ 3,350,408	$ 2,417,812	$ 1,706,091	$ 883,534
Fiduciary Net Position					
Employer contributions	$ 546,579	$ 415,582	$ 298,520	$ 223,092	$ 183,311
Member contributions	294,085	223,260	196,764	185,564	152,170
Investment income net of investment expenses	317,948	(187,915)	366,010	93,731	77,685
Benefit payments/refunds of contributions	-	-	(10,710)	-	-
Administrative expenses	(2,098)	(1,652)	(1,231)	(1,034)	(685)
Other	43,216	91,846	14,117	12,182	11,611
Net change in fiduciary net position	1,199,730	541,121	863,470	513,535	424,092
Fiduciary net position, beginning	2,817,347	2,276,226	1,412,756	899,221	475,129
Fiduciary net position, ending (b)	$ 4,017,077	$ 2,817,347	$ 2,276,226	$ 1,412,756	$ 899,221
Net pension liability / (asset), ending = (a) - (b)	$ 579,838	$ 533,061	$ 141,586	$ 293,335	$ (15,687)
Fiduciary net position as a % of total pension liability	87.39%	84.09%	94.14%	82.81%	101.78%
Pensionable covered payroll	$ 4,201,220	$ 3,189,428	$ 2,810,921	$ 2,650,918	$ 2,173,862
Net pension liability as a % of covered payroll	13.80%	16.71%	5.04%	11.07%	-0.72%

* Schedule is intended to show information for 10 years.
Additional years will be displayed as they become available.

Williamson County Emergency Services District No. 4

Schedule of District Contributions
September 30, 2024

Year Ending September 30 **	Actuarially Determined Contribution	Actual Employer Contributions	Contribution Deficiency (Excess)	Pensionable Covered Payroll *	Contribution as a % of Covered Payroll
2020	$ 384,591	$ 384,591	$ -	$ 3,621,384	10.6%
2021	294,313	294,313	-	2,258,734	13.0%
2022	368,633	368,633	-	2,833,459	13.0%
2023	504,846	504,846	-	3,880,446	13.0%
2024	648,351	648,351	-	4,872,415	13.3%

* Payroll is calculated based on contributions as reported to TCDRS.

** Schedule is intended to show information for 10 years.
Additional years will be displayed as they become available.

1. Methods and Assumptions Used in Calculations of Actuarially Determined Contributions

The following methods and assumptions were used to determine the contribution rates:

Valuation Timing	Actuarially determined contribution rates are calculated on a calendar basis as of December 31, two years prior to the end of the fiscal year in which the contributions are reported
Actuarial Cost Method	Entry Age (level of percentage of pay)
Amortization method	Level percentage of payroll, closed
Amortization period	18.0 years
Asset Valuation Method	5-year smoothed market
Inflation	2.50%
Salary Increases	Varies by age and service. 4.7% average over career including inflation
Investment Rate of Return	7.50%
Cost-of-Living Adjustments	Cost-of-Living Adjustments for the District are not considered to be automatic under GASB 68. Therefore, no assumption for future cost-of-living adjustments is included in the GASB 68 calculations. No assumption for future cost-of-living adjustments is included in the funding valuation.
Retirement Age	Between ages 40 and 74 with various rates of service retirement by gender: low of 5.3% for age 40-49 to high of 27.5% for age 65-66 for males and females
Turnover	New employees are assumed to replace any terminated members and have similar entry ages.
Mortality:	
Depositing members	135% of Pub-2010 General Employees Amount-Weighted Mortality Table for males and 120% Pub-2010 General Employees Amount-Weighted Mortality Table for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.
Service retirees, beneficiaries and non-depositing members	135% of Pub-2010 General Retirees Amount-Weighted Mortality Table for males and 120% Pub-2010 General Retirees Amount-Weighted Mortality Table for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.
Disabled retirees	160% of Pub-2010 General Disabled Retirees Amount-Weighted Mortality Table for males and 125% Pub-2010 General Disabled Retirees Amount-Weighted Mortality Table for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.

2. Change in Assumptions

The following was a change to the actuarial assumptions or other inputs that affected measurement of the total pension liability since the prior measurement period-

- Amortization period decreased from 18.6 years to 18.0 years

Williamson County
Emergency Services District #5
Financial Statements
September 30, 2024

Williamson County Emergency Services District #5
For the Year Ending September 30, 2024

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Williamson County Emergency Services District No. 5

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of the Williamson County Emergency Services District No. 5 as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Williamson County Emergency Services District No. 5, as of September 30, 2024, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Williamson County Emergency Services District No. 5, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Williamson County Emergency Services District No. 5's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Williamson County Emergency Services District No. 5's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, schedule of changes in net pension liability and related ratios, and schedule of employer contributions on pages 3-7 and 29-32 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Medack & Oltmann, LLP

Medack & Oltmann, LLP
Giddings, Texas
January 24, 2025

This is the discussion and analysis of the Williamson County Emergency Services District No. 5 (the District) for fiscal year ending September 30, 2024. We encourage readers to consider it in conjunction with the additional information presented in the accompanying basic financial statement and the notes to the financial statements.

Financial Highlights

- The net position of the District increased by $830,870 as a result of the current year's operations.
- As of year-end, the District's governmental fund reported an ending fund balance of $3,253,877, an increase of $741,801.

Using This Annual Report

This annual report consists of a series of financial statements. GASB Statement No. 34 provides that for governments engaged in a single governmental program, the fund financial statements and the government-wide statements may be combined. The District presents the governmental funds in the first two columns and a total in the third column. The next column is an adjustments column, reconciling the amounts reported in the governmental funds to show how each would change when reported on the full-accrual basis of accounting. The last column of these combination statements shows the amounts that normally would appear in the government-wide statements. For governmental activities, this last column tells how these services were financed in the short term as well as what remains for future spending. Fund financial statements report the District's operations in more detail than the government-wide statements by providing information about the District's most significant funds.

Reporting the District as a Whole

The Statement of Net Position and the Statement of Activities present information about the District as a whole. These statements (as reported in the last column of each of the statements) include all of the District's assets and liabilities, utilizing the accrual basis of accounting which is similar to the accounting used by most private sector companies. All of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two columns report the District's net position and changes in them. The difference between assets and liabilities, net position, are one way to measure the District's financial health. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating. However, other non-financial factors such as changes in the District's property tax base must also be considered in an assessment of the overall financial health of the District.

The statement of activities presents information showing how the District's net position changed during the most recent twelve-month period. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods.

Reporting the District's Funds

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses

fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District may establish other funds to help in control and manage money for particular purposes or to show that it is meeting its legal responsibilities for using certain taxes, grants, and other money. These funds are reported using an accounting method called the Modified Accrual accounting which measures cash and all other financial assets that can be readily converted to cash.

Governmental Funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Because the focus of governmental funds is narrower that that of the government-wide financial statements, it is useful to compare that information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements.

The ESD maintains only one governmental fund – the General Fund. Information is presented in the Balance Sheets and in the Revenues, Expenditures, and Changes in Fund Balances.

Notes to the Financial Statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

The District as a Whole

Governmental activities increased the Department's net position by $830,870. Our analysis below focuses on the net position (Table 1) and the changes in net position (Table 2) of the Department's governmental activities:

Table 1
Governmental Activities
Net Position

	9/30/2024	9/30/2023
Assets:		
Current Assets	3,433,943	2,636,004
Capital Assets	5,455,446	4,875,561
Total Assets	8,889,389	7,511,565
Deferred Outflows of Resources	495,687	400,132
Liabilities		
Current Liabilities	555,425	457,333
Long Term Liabilities	4,946,517	4,399,976
Total Liabilities	5,501,942	4,857,309
Deferred Inflows of Resources	12,086	14,210
Net Position:		
Net Investment in Capital Assets	426,377	521,619
Unrestricted	3,444,671	2,518,559
Restricted	-	-
Total Net Position	3,871,048	3,040,178

Table 2
Changes in Net Position

	9/30/2024	9/30/2023
Revenues:		
Operating Grants and Contributions	$ 7,020	$ 39,287
Property Taxes	2,687,669	1,977,656
Sales Taxes	2,084,258	1,991,991
Interlocal Agreement	35,811	12,232
Fire Recovery	26,494	13,395
Interest Income	47,366	28,322
Plan Review & Inspections	39,676	52,227
Miscellaneous	143	683
Total Revenues	**$ 4,928,436**	**$ 4,115,793**
Expenses:		
General Government	$ 4,097,566	$ 3,849,213
Total Expenses	**$ 4,097,566**	**$ 3,849,213**
Gain from Sale of Assets	$ -	$ 4,000
Change in Net Position:		
Increase (decrease) in Net Position	$ 830,870	$ 270,580
Net Position – Beginning	3,040,178	2,769,598
Net Position – Ending	**$ 3,871,048**	**$ 3,040,178**

Financial Analysis of the Government's Funds

As noted earlier, the Department uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. For the year ending September 30, 2024, the District's total fund balance was $3,253,877 which reflects an increase of $741,801.

Of all Department funds, 54.01% come from Ad Valorem taxes and 42.47% come from Sales Tax. The remaining revenues come from sources such as grants and contributions.

Budgetary Highlights

The Department's annual budget includes estimated revenues and expenditures. The annual budget is a line-item document that allows the Board of Commissioners a high degree of control over Department expenditures. Estimates of taxable value for the forthcoming year are provided by the Williamson County Tax Appraiser's Office. That estimate, combined with an estimate of historical tax collection rates for the Department is used with the proposed tax rate to estimate Ad Valorem Revenue. The District Commissioners amended the budget during the year ended September 30, 2024. Changes are reflected in the final/amended columns of the budget to actual report found on page 29.

Capital Asset and Debt Administration

Capital Assets:

At the end of the fiscal year September 30, 2024, capital assets are as follows:

Table 3
Capital Assets at Year-End

	9/30/2024	9/30/2023
Land	$1,257,232	$ 453,990
Construction-in-Progress	67,226	-
Vehicles	2,055,951	2,017,340
Machinery & Equipment	538,485	531,309
Buildings	3,575,897	3,575,897
Total capital assets	$7,494,791	$ 6,578,536

Depreciation expense charged to the general fund was $387,615. More detailed information about the District's Capital Assets is presented in Note 3 of the financial statements.

Debt:

As of September 30, 2024, and 2023, the District was obligated on the following debt:

Table 4
Debt at Year-End

	9/30/2024	9/30/2023
Notes Payable	$5,029,069	$ 4,353,942
Pension Liability	177,209	287,667
Compensated Absences	156,566	109,363
Total	5,362,844	4,750,972

The District incurred interest expense of $188,138 for the year ending September 30, 2024. More detailed information about the District's notes payable is presented in the *Notes to Basic Financial Statements.*

Currently Known Facts, Decisions, or Conditions

The district's ad-valorem tax revenue continues to increase as the district experiences a rapid growth in residential and commercial properties. These revenues are supplemented by the addition of funds derived from the allocation of 2% sales tax in areas within our district, but that lies outside of the limits of The City of Jarrell and a shared 1% each with The City of Jarrell for those areas which lie outside of the City of Jarrell but were later annexed. This is an agreement entered into between The City of Jarrell and Williamson Co. ESD #5 in the past that has an expiration date at which time the two entities will reconvene to discuss continuation or termination of that agreement.

The district has developed a policy for the allocation of part of the sales tax funds received each month towards items such as monthly building payments and purchases such as additional fire apparatus, radios, and command vehicles. Additionally, WILCO ESD #5 directs a monthly allocation of $15,000 into reserve funds that are set to be maintained at no less than 3 months of full operating expense. Currently, the monthly operating expenses average $265,000 per month. Reserve fund is currently $1,596,488 between three CD's ($463,316 @ 4.11% and $543,220 @ 4.35% and $505,817 @ 4.59%) plus a Money Market Fund ($84,135 @ .55%) representing a reserve of 6 months across these four accounts which helps prepare for the expected rising costs from growth. Additionally, the current operating account balance is $3,106,753, for a total net liquid value for Williamson Co. ESD 5 of $4,703,241.

The district began receiving revenues from the sales tax in April of 2017 and received an average monthly accrual of $171,630.22 for the fiscal year beginning October 1, 2023, and ending September 30, 2024, or $2,059,562.69 for the year. The number of requests for service continues to increase yearly along with the population growth from 530 in 2015 to 1,813 in 2024. This represents an increase of 342% in 9 years.

In cooperation with the City of Jarrell, TX an agreement was reached between the city and the district regarding the collection of sales tax in areas of the ESD in which the City of Jarrell annexes in the future. The district will retain the sales tax collected from any existing business that lie within a newly annexed area of the city. The district and the city will equally divide the 2% sales tax revenue collected from businesses that are established following the annexation by the city.

The district added the following debt in 2024.

- A Polaris UTV for the purpose of combating wildland fires in remote areas fires at a cost of $38,545.33
- An enclosed trailer for the purpose of hauling the UTV to wildland fire locations and for the purpose of serving as a command post and/or rehabilitation site for firefighters at a cost of $25,984.43
- A brush truck for the purpose of combating wildland fires at a cost of $156,510.01
- 10 Acres of land located at 1135 FM CR 311 with a house, "InLaw Suite" and Barn at a cost of $800,000 adding $66,468 to the district's annual debt obligation.

WCESD5 is scheduled to pay off $67,000 in debt in fiscal year 2024/2025 and $47,000 in fiscal year 2027/2028 for a total of $114,000 over the next 3 years.

The district plans, in 2024/2025 to pay cash for a 2024 Ford F-250 Command vehicle to replace another and to pull the trailer carrying the UTV that will not add to the debt in 2024/2025. The district plans to purchase a used but in excellent condition 2015 Pierce Fire Engine in March of 2025 from Jollyville FD, the same organization that we purchased our current Quint from.

The staffing plan is to expand by 9-12 over the next 3 years. To accomplish this, we intend to apply for a SAFER grant, the open application period for that is forthcoming for this fiscal year.

Employee benefits were improved in this budget in the form of a 4% across-the-board raise (COLA) for all employees except the Fire Chief, Assistant Fire Chief, Division Chief and Fire Marshal. This COLA is in addition to their annual scheduled 4% step raise laid out in the pay scale plan. WCESD5 increased some employees' benefits including raising the health savings card from $1644 per year to $1800 at a cost of $5,304 per year, and improved longevity pay from $4 per pay period per year of service ($104) to $5 per pay period per year of service ($130). Paternity leave was implemented in FY 2023/2024 to include 96 hours off for paternity leave per delivery for an employee to include father or mother for the purpose of caring for and bonding with their child for operations and 80 hours for administration. The financial impact of this is minimal and unpredictable as it would come with the need to fill positions with overtime if needed for the person on leave.

The district expects continued growth via projected housing plans of up to 12-25K new living unit equivalents in the next 5 years along with commercial/industrial business known to be coming to the area. Some projections predict an increase in population of as much as 100,000 over the next 8-10 years. We saw a major new sales tax commercial business open in 2023-2024 and our Fire Marshal is under NDA agreements for more coming and cannot disclose details, but it is consistent with projections for increasing residential and commercial growth for our district.

Contacting the District's Financial Management

This financial report is designed to provide a general overview of the District's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to:

Williamson County Emergency Services District #5
P.O. Box 88
Jarrell, Texas 76537

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 5
GOVERNMENTAL FUND BALANCE SHEET AND
STATEMENT OF NET POSITION
SEPTEMBER 30, 2024

	General Fund	Adjustments (Note 8)	Statement of Net Position
ASSETS			
Cash	$ 2,974,177	$ -	$ 2,974,177
Taxes Receivable - Property Taxes	48,665	-	48,665
Taxes Receivable - Sales Taxes	398,041	-	398,041
Receivables - Other	1,078	-	1,078
Prepaid Expenses	11,982	-	11,982
Capital Assets (net of accumulated depreciation)	-	5,455,446	5,455,446
TOTAL ASSETS	$ 3,433,943	$ 5,455,446	$ 8,889,389
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Pension Amounts		$ 495,687	$ 495,687
TOTAL DEFERRED OUTFLOWS OF RESOURCES		$ 495,687	$ 495,687
LIABILITIES			
Accounts Payable	$ 46,896	$ -	$ 46,896
Accrued Interest Payable	-	7,697	7,697
Accrued Payroll	84,505	-	84,505
Long Term Liabilities - Due within one year	-	416,327	416,327
Long Term Liabilities - Due after one year	-	4,946,517	4,946,517
TOTAL LIABILITIES	$ 131,401	$ 5,370,541	$ 5,501,942
DEFERRED INFLOWS OF RESOURCES			
Property Taxes	$ 48,665	$ (48,665)	$ -
Deferred Pension Amounts	-	12,086	12,086
TOTAL DEFERRED INFLOWS OF RESOURCES	$ 48,665	$ (36,579)	$ 12,086
FUND BALANCES/NET POSITION			
Fund balances:			
Non-Spendable	11,982	(11,982)	-
Spendable	-	-	-
Unassigned	3,241,895	(3,241,895)	-
Total fund balances	3,253,877	(3,253,877)	-
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	$ 3,433,943	$ -	
Net Position:			
Net Investment in Capital Assets		426,377	426,377
Unrestricted		3,444,671	3,444,671
Restricted		-	-
Total Net Position		$ 3,871,048	$ 3,871,048

See Accompanying Notes to the Financial Statements

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 5
GOVERNMENTAL FUND REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES AND STATEMENT OF ACTIVITIES
FOR THE YEAR ENDING SEPTEMBER 30, 2024

	General Fund	Adjustments (Note 8)	Statement of Activities
EXPENDITURES/EXPENSES			
Personnel Expense	$ 2,957,137	$ (160,798)	$ 2,796,339
Fleet Expense	87,246	-	87,246
Repairs & Maintenance	79,340	-	79,340
Emergency Equipment/Supplies	77,013	-	77,013
Professional Fees	69,378	-	69,378
Office Expenses/Postage	7,421	-	7,421
Information Technology	60,922	-	60,922
Insurance	117,758	-	117,758
Appraisal District & Tax Collector Fees	21,163	-	21,163
Utilities	38,529	-	38,529
Communications	8,505	-	8,505
Miscellaneous	21,749	-	21,749
Personal Protective Equipment	53,836	-	53,836
Professional Development	30,184	-	30,184
Uniforms	55,014	-	55,014
Capital Outlay	967,499	(967,499)	-
Depreciation	-	387,615	387,615
Debt Service:			
Principal	380,007	(380,007)	-
Interest	188,138	(2,585)	185,553
Total Expenditures/Expenses	$ 5,220,840	$ (1,123,274)	$ 4,097,566
PROGRAM REVENUES			
Interlocal Agreements	$ 35,811	$ -	$ 35,811
Plan Review & Inspections	39,676	$ -	39,676
Fire Recovery	26,494	-	26,494
Grants/Contributions	7,020	-	7,020
Total Program Revenues	$ 109,001	$ -	$ 109,001
Net Program Expense			3,988,565
GENERAL REVENUES			
Ad valorem taxes	$ 2,650,732	$ 20,795	$ 2,671,527
Penalties and interest	16,142	-	16,142
Sales taxes	2,084,258	-	2,084,258
Interest Income	47,366	-	47,366
Miscellaneous	143	-	143
Total General Revenues	$ 4,798,641	$ 20,795	$ 4,819,436
Excess (Deficiency) of Revenues Over Expenditures	$ (313,199)	$ 313,199	$ -
OTHER FINANCING SOURCES/(USES):			
Financing Proceeds	$ 1,055,000	$ (1,055,000)	$ -
Total Other Financing Sources/(Uses):	1,055,000	(1,055,000)	-
Excess (Deficiency) of Revenues and Other Sources Over Expenditures	$ 741,801	$ (741,801)	
Change in Net Position		$ 830,870	$ 830,870
Fund Balance/Net Position Beginning of the year	2,512,076	528,102	3,040,178
End of the year	$ 3,253,877	$ 617,171	$ 3,871,048

See Accompanying Notes to the Financial Statements

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements for the District have been prepared in accordance with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the standard-setting body for governmental accounting and financial reporting. The GASB periodically updates its codification of the existing Governmental Accounting and Financial Reporting Standards which, along with subsequent GASB pronouncements (Statements and Interpretations), constitutes GAAP for governmental units. More significant of these accounting policies are described below.

FINANCIAL REPORTING ENTITY

Williamson County Emergency Services District #5 (hereafter referred to as the District) was formed in November 2001. With few exceptions, all powers of the District are vested in a board of commissioners (the Board), which adopts budgets and determines policies. The District receives its revenues from the Williamson County Tax Office, which collects property taxes from the county's property-owners.

In evaluating how to define the government, for financial reporting purposes, management has considered all potential component units. The decision to include a potential component unit in the reporting entity was made by applying the criteria set forth in GAAP. The basic - but not the only - criterion for including a potential component unit with the reporting entity is the governing body's ability to exercise oversight responsibility. The most significant manifestation of this ability is financial interdependency. Other manifestations of the ability to exercise oversight responsibility include, but are not limited to, the selection of governing authority, the designation of management, the ability to significantly influence operations, and accountability for fiscal matters. A second criterion used in evaluating potential component units is the scope of public service. Application of this criterion involves considering whether the activity benefits the government and/or its citizens, or whether the activity is conducted within the geographic boundaries of the government and is generally available to its citizens. A third criterion used to evaluate potential component units for inclusion or exclusion from the reporting entity is the existence of special financing relationships, regardless of whether the government is able to exercise oversight responsibilities. Based upon the application of these criteria, no potential component units appear to exist.

BASIS OF PRESENTATION

Basic Financial Statements

GASB sets forth minimum criteria for the determination of major funds based on a percentage of the assets, liabilities, revenues or expenditures/expenses or either fund category or governmental and enterprise combined. Due to the fund structure of the District, all funds have been classified as major funds. As a part of this Statement, there is a reporting requirement regarding the local government's infrastructure (road, bridges, etc.) The District does not own any infrastructure assets and therefore is unaffected by this requirement.

The basic financial statements include both government-wide (based on the District as a whole) and fund financial statements. The reporting model focus is on either the District as a whole or major individual funds (within the fund financial statements). In the government-wide Statement of Net Position, both the governmental and business-type activities columns are presented on a consolidated basis by column, and are reflected on a full accrual, economic resources basis, which incorporates long-term assets and receivables as well as long-term debt and obligations. The District does not have any business-type activities or fiduciary activities.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

The government-wide Statement of Activities reflects both the gross and net cost per functional category which are otherwise being supported by general government revenues. The Statement of Activities reduces gross expenses (including depreciation) by related program revenues, operating and capital grants. The program revenues must be directly associated with the function. Amounts reported as program revenues include 1) charges to customers or applicants for goods, services, or privileges provided and 2) operating grants and contributions.

The net cost by function is normally covered by general revenues (intergovernmental revenues, interest income, etc). The District does not currently employ indirect cost allocation systems.

The government-wide focus is more on the sustainability of the District as an entity and the change in aggregate financial position resulting from the activities of the fiscal period. The governmental fund statements are presented on a current financial resource and modified accrual basis of accounting. This presentation is deemed appropriate to (a) demonstrate legal compliance, (b) demonstrate the source and use of liquid resources, and (c) demonstrate how the District's actual experience conforms to the budget or fiscal plan.

GASB provides that for governments engaged in a single governmental program, the fund financial statements and the government-wide statements may be combined. The District presents the governmental fund in the first column. The next column is an adjustments column, reconciling the amounts reported in the governmental funds to show how each would change when reported on the full-accrual basis of accounting. The last column of these combination statements shows the amounts that normally would appear in the government-wide statements.

Fund Accounting

Fund financial statements of the reporting entity are organized into funds, each of which is considered to be separate accounting entities. Each fund is accounted for by providing a separate set of self-balancing accounts that constitute its assets, liabilities, fund equity, revenues, and expenditure/expenses. A fund is considered major if it is the primary operating fund of the District or meets the following criteria:

a. Total assets, liabilities, revenues, or expenditures/expenses of that individual governmental fund are at least 10 percent of the corresponding total for all funds of that category or type; and

b. Total assets, liabilities, revenues, or expenditures/expenses of the individual governmental fund are at least 5 percent of the corresponding total for all governmental funds combined.

The District reports the following major governmental fund – the focus of Governmental Fund measurement (in the Fund Financial Statements) is based upon determination of financial position and changes in financial position (sources, uses, and balances of financial resources) rather than upon net income.

General Fund

The General Fund is the primary operating fund of the District. The General Fund includes financial resources used for general operations. It is a budgeted fund, and any unassigned fund balance is considered resources available for current operations.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

BASIS OF ACCOUNTING

Basis of accounting refers to the point at which revenues or expenditures/expenses are recognized in the accounts and reported in the financial statements. It relates to the timing of the measurements made, regardless of the measurement focus applied.

The government-wide financial statements are presented on an accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used. Revenues, expenses, gains, losses, assets, and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place.

Governmental fund financial statements are reported using the current financial resources measurement focus and are accounted for using the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual; i.e., when they become both measurable and available. "Measurable" means the amount of the transaction can be determined and "available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. The District considers all revenues as available if they are collected within 60 days after year-end. Expenditures are recorded when the related fund liability is incurred.

In applying the "susceptible to accrual" concept to intergovernmental revenues pursuant to GASB Statement #33, the provider should recognize liabilities and expenses and the recipient should recognize receivables and revenues when the applicable eligibility requirements including time requirements, are met. Resources transmitted before the eligibility requirements are met, under most circumstances, should be reported as advances by the provider and deferred revenue by the recipient.

BUDGETS

The District follows these procedures in establishing the budget reflected in the financial statements:

1. Prior to the beginning of each fiscal year, the District prepares a budget. The operating budget includes proposed expenditures and the means of financing those expenditures and is prepared in accordance with the basis of accounting utilized by that fund.

2. Public meetings are conducted at which all interested persons' comments concerning the budget are heard. After such meetings, the Board of Commissioners formally adopts the budget through passage of a motion in a public meeting.

3. The District amends the budget throughout the year approving such additional expenses. The amended budget is used in presenting the Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual.

4. All annual appropriations lapse at fiscal year-end.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

DEFERRED OUTFLOWS AND INFLOWS OF RESOURCES

The District adopted GASB Statement No. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position,* which provides guidance for reporting the financial statement elements of deferred outflows of resources, which represent the consumption of the District's net position that is applicable to a future reporting period, and deferred inflows of resources, which represent the District' acquisition of net position applicable to a future reporting period.

The District adopted GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities,* which establishes accounting and financial reporting standards that reclassify, as deferred outflows of resources or deferred inflows of resources, certain items that were previously reported as assets and liabilities and recognizes, as outflows of resources or inflows of resources, certain items that were previously reported as assets and liabilities.

CASH AND CASH EQUIVALENTS

The District's cash and cash equivalents are considered to be cash on hand and demand deposits.

AD VALOREM PROPERTY TAXES

Delinquent taxes are prorated based on rated adopted for the year of the levy. Allowances for uncollectibles within the General Fund are based upon historical experience in collecting property taxes. Uncollectible personal property taxes are periodically reviewed and written off, but the District is prohibited from writing off real property taxes without specific statutory authority from the Texas Legislature. There were no allowance for uncollectible property taxes as of September 30, 2024.

PREPAID ITEMS

Certain prepayments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements.

CAPITAL ASSETS

The accounting treatment over property, plant, and equipment (capital assets) depends on whether the assets are reported in the government-wide or fund financial statements.

Government-wide Statements

In the government-wide financial statements, fixed assets are accounted for as capital assets. Property, plant, and equipment purchased or acquired is carried at historical cost or estimated historical cost. Contributed assets are recorded at the fair market value as of the date received.

Depreciation of all exhaustible capital assets is recorded as an allocated expense in the Statement of Activities, with accumulated depreciation reflected in the Statement of Net Position. Depreciation expense is allocated over the assets' estimated useful lives using the straight-line method of depreciation.

The District currently maintains a policy of capitalizing all items that meet or exceed $5,000, individually. All items that meet this policy are capitalized. Those items that do not meet the capitalization requirements are expenses accordingly.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

The range of estimated useful lives by type of assets is as follows:

Buildings	40 years
Fire Trucks	10 years
Vehicles	10 years
Equipment	5 years

The District does not own any infrastructure assets, or any leases required to be reported under GASB 87.

Fund Financial Statements

In the fund financial statements, capital assets are accounted for as capital outlay expenditures of the governmental fund upon acquisition.

LONG-TERM DEBT

The accounting treatment of long-term debt depends on whether the assets are used in governmental fund operations and whether they are reported in the government-wide or fund financial statements.

All long-term debt to be repaid from governmental resources is reported as liabilities in the government-wide statements. The long-term debt consists of capital leases and notes payable.

Long-term debt for governmental funds is not reported as liabilities in the fund financial statements. The debt proceeds are reported as other financing sources and payment of principal and interest reported as expenditures.

EQUITY CLASSIFICATIONS

Government-Wide Statements

Equity is classified as net position and displayed in three components.

A. Net Investment in capital assets – Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes or other borrowings that are attributable to the acquisition, construction or improvements.

B. Restricted net position – Consists of net position with constraints placed on the use either by (1) external groups such as creditors, grantors, contributors or laws or regulations of other governments; or (2) law through constitutional provisions or enabling legislation.

C. Unrestricted net position – All other net position that do not meet the definition of "restricted" or "Net Investment in capital assets."

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed.

The District currently does not carry any restricted position.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

Fund Statements

Governmental fund equity is classified as fund balance. Fund balance is further classified as non-spendable or spendable with spendable being further classified into restricted, committed, assigned or unassigned.

COMPENSATED ABSENCES

The District's policies regarding sick and vacation time permit employees to accumulate earned but unused sick and vacation leave. The liability for these compensated absences is recorded as long-term debt in the government-wide statements. As of September 30, 2024, $156,566 was accrued as a payable for paid leave.

PENSIONS

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Pension Plan and additions to/deductions from the Pension Plan's fiduciary net position have been determined on the same basis as they are reported by Texas County & District Retirement System (TCDRS). For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

ELIMINATIONS

Payments made to vendors for services that will benefit periods beyond the fiscal year-end are recorded as prepaid items on the purchase method. Prepaid items are recorded as expenditures when purchased rather than when consumed. Prepaid items are equally offset by a fund balance which indicates that they do not constitute "available spendable resources" even though they are a component of net current position.

RISK MANAGEMENT

The District is exposed to various risks of losses related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The District purchases its insurance from regular commercial companies. As of September 30, 2024, no claims or losses have been incurred that were not covered by insurance. There is no liability due to any claim or suit having ever been filed.

USE OF ESTIMATES

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities as of the date of the financial statements and the reported amounts of income and expenses during the period. Operating results in the future could vary from the amounts derived from management's estimates.

DEFERRED OUTFLOWS AND INFLOWS OF RESOURCES

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources,* represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS

In June 2022, the GASB issued Statement No. 101, *Compensated Absences*, effective for fiscal years beginning after December 15, 2023. The objective of this Statement is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. That objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures. Management is evaluating the effects that the full implementation of GASB Statement No. 101 will have on its financial statements for the year ended September 30, 2025.

NOTE 2: CASH

Deposits for the District are being held at Eagle Bank. As of year-end, the District's deposits exceed FDIC coverage by $2,724,177. However, securities were pledged to cover this excess (Category 2) with a market value of $3,700,590. As of September 30, 2024, the carrying amount of the District's deposits was $2,974,177 and the bank balance was $3,010,668. The District's only investments consists of certificates of deposits.

The collateral pledged is represented by specific identifiable investment securities and classified as to credit risk by the three categories described below:

Category 1- Insured by FDIC or collateralized with securities held by the District or by its agent in the District's name.

Category 2- Uninsured but collateralized with securities held by the pledging institution's trust department or agent in the District's name.

Category 3- Uncollateralized.

NOTE 3: CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2024, was as follows:

	Balance 10/1/2023	Additions/ Completions	Retirements/ Adjustments	Balance 9/30/2024
Non-Depreciable Assets				
Land	453,990	803,242	-	1,257,232
Construction in Progress	-	67,226	-	67,226
Total Non-Depreciable Assets	453,990	870,468	-	1,324,458
Depreciable Assets				
Vehicles	2,017,340	38,611	-	2,055,951
Equipment	531,309	58,420	(51,244)	538,485
Building	3,575,897	-	-	3,575,897
Total Depreciable Assets	6,124,546	97,031	(51,244)	6,170,333
Total Assets	6,578,536	967,499	(51,244)	7,494,791
Accumulated Depreciation:				
Vehicles	(819,440)	(207,400)	-	(1,026,840)
Equipment	(313,797)	(83,167)	51,244	(345,720)
Building	(569,737)	(97,048)	-	(666,785)
Total Accumulated Depreciation	(1,702,974)	(387,615)	51,244	(2,039,345)
Total Capital Assets, Net	4,875,562	579,885	-	5,455,446

Depreciation expense charged to the government wide statements was $387,615.

NOTE 4: PROPERTY TAXES

The District property tax is levied each October 1 on the assessed value listed as of the previous January 1 for all real property located in the District. An enforceable lien is attached to the property as of January 1. The assessed value of the roll as of January 1, 2023, upon which the 2023 levy was based, was $2,654,334,610 as certified by the Williamson County Central Appraisal District.

Taxes are due by January 31 following the October 1 levy date. The total 2023 levy was $2,654,335 and the tax rate was $0.10 per $100 assessed valuation. Property taxes are considered fully collectible and therefore no allowance for uncollectible taxes is provided. The appraisal of property within the District is the responsibility of the Williamson County Central Appraisal District. The Appraisal District is required under the Property Tax Code to assess all property within the appraisal district on the basis of 10% of its appraisal value and is prohibited from applying any assessment ratios.

NOTE 5: DEBT

Transactions for the year ended September 30, 2024, are summarized as follows:

	Balance 9/30/2023	Additions	Reductions	Balance 9/30/2024	Due within one year
Governmental Activities:					
Notes Payable	$4,354,077	$ 1,055,000	$ 380,008	$5,029,069	$ 416,327
Total Notes Payable	$4,354,077	$ 1,055,000	$ 380,008	$5,029,069	$ 416,327
Pension Liability	287,667	-	110,458	177,209	-
Compensated Leave Payable	109,363	47,203	-	156,566	-
Total Governmental Activities	$4,751,107	$ 1,102,203	$ 490,466	$5,362,844	$ 416,327

The District entered into an agreement with Government Capital Corporation on January 30, 2016 for $30,000 at 3.92%, maturing January 30, 2025. The note is secured by an interest in the District's ad valorem tax revenues. The balance due as of September 30, 2024, is $3,436.

The District entered into an agreement with Government Capital Corporation on January 30, 2016 for $40,000 at 3.92%, maturing January 30, 2025. The note is secured by an interest in the District's ad valorem tax revenues. The balance due as of September 30, 2024 is $4,580.

The District has a loan with Eagle Bank, a note for the fire station at a fixed rate of 3.25% with monthly payments of $7,775, maturing September 30, 2033. The balance due as of September 30, 2024, is $735,596.

The District entered into a promissory note agreement with Government Capital Corporation on December 21, 2017 for $252,945 at 3.05%, maturing February 5, 2025. The note is secured by an interest in the District's ad valorem tax revenues. The balance due as of September 30, 2024, is $38,258.

The District entered into a promissory note agreement with Government Capital Corporation on December 21, 2017 for $92,791 at 3.261%, maturing February 5, 2025. The note is secured by an interest in the District's ad valorem tax revenues. The balance due as of September 30, 2024, is $14,155.

The District entered into a promissory note agreement with Government Capital Corporation on June 18, 2018 for $389,150 at 3.887%, maturing June 25, 2028. The note is secured by an interest in the District's ad valorem tax revenues. The balance due as of September 30, 2024, is $172,221.

The District entered into a promissory note agreement with Eagle Bank on July 19, 2022 for $750,000 at 3,50%, maturing July 19, 2032. This is secured by an interest in the District's ad valorem tax revenues. The balance due as of September 30, 2024, is $609,373.

The District entered into a promissory note agreement with Eagle Bank on June 17, 2021 for $616,085 at 2.75%, maturing June 17, 2042. This is a construction note for the new station and is secured by an interest in the District's ad valorem tax revenues. The balance due as of September 30, 2024, is $2,268,852.

The District entered into a promissory note agreement with Eagle Bank on June 17, 2021 for $185,500 at 4.95%, maturing June 17, 2033. This is secured by an interest in the District's ad valorem tax revenues. The balance due as of September 30, 2024, is $160,617.

NOTE 5: DEBT – Continued

The District entered into a promissory note agreement with Eagle Bank on January 22, 2024 for $800,000 at 5.50%, maturing January 29, 2044, and is secured by land. The balance due as of September 30, 2024, is $784,887.

The District entered into a promissory note agreement with Eagle Bank on February 21, 2024 for $255,000 at 5.00%, maturing February 21, 2031, and is secured by equipment. The balance due as of September 30, 2024, is $237,094.

All debt, including pension and compensated absences, are paid/liquidated by the General Fund.

The future principal payments for these notes are as follows:

Year Ending September 30	Principal	Interest	Total
2025	$ 416,327	$ 175,290	$ 591,617
2026	369,000	160,266	529,266
2027	382,614	145,619	528,233
2028	395,179	131,687	526,866
2029	363,844	118,052	481,896
2030-2034	1,529,211	401,604	1,930,815
2035-2039	949,832	198,942	1,148,774
2040-2044	623,062	41,357	664,419
Total	$ 5,029,069	$1,372,817	$ 6,401,886

NOTE 6: PENSION PLAN

Plan Description. Williamson County Emergency Services District #5 participates in the Texas County & District Retirement System (TCDRS), which is a statewide, agent multiple-employer, public employee retirement system.

a. A brief description of benefit terms:

1) All full- and part-time non-temporary employees participate in the plan, regardless of the number of hours they work in a year. Employees in a temporary position are not eligible for membership.

2) The plan provides retirement, disability and survivor benefits.

3) TCDRS is a savings-based plan. For the district's plan, 7% of each employee's pay is deposited into his or her TCDRS account. By law, employee accounts earn 7% interest on beginning of year balances annually. At retirement, the account is matched at an employer set percentage (current match is 250%) and is then converted to an annuity.

4) There are no automatic COLAs. Each year, the district may elect an ad hoc COLA for its retirees (if any). There are two COLA types, each limited by actual inflation.

5) Benefit terms are established under the TCDRS Act. They may be amended as of Jan. 1 each year, but must remain in conformity with the Act.

b. The district's contribution rate is calculated annually on an actuarial basis, although the employer may elect to contribute at a higher rate. The Williamson County Emergency Services District #5 contribution rate is based on the TCDRS funding policy adopted by the TCDRS Board of Trustees and must conform with the TCDRS Act. The employee contribution rates are set by the district and are currently 7%. Contributions to the pension plan from the district for 2023 are shown in the Schedule of Employer Contributions.

c. The most recent comprehensive annual financial report for TCDRS can be found at the following link, www.tcdrs.org.

Employee membership data related to the Plan, as of the valuation date of December 31, 2023, was as follows:

Members	Dec. 31, 2022	Dec. 31, 2023
Number of inactive employees entitled to but not yet receiving benefits	13	12
Number of active employees	25	28
Average monthly salary:	$4,955	$5,528
Average age:	35.80	35.61
Average length of service in years:	5.65	6.49
Inactive Employees (or their Beneficiaries) Receiving Benefits		
Number of benefit recipients:	2	3
Average monthly benefit:	$203	$231

NOTE 6: PENSION PLAN – continued

Net Pension Liability

The District's net pension liability was measured as of December 31, 2023, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date.

Actuarial Assumptions. The total pension liability in the December 31, 2023, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Valuation Timing Actuarially determined contribution rates are calculated on a calendar year basis as of December 31, two years prior to the end of the fiscal year in which the contributions are reported.

Actuarial Cost Method Entry Age Normal

Amortization Method

Recognition of economic/demographic gains or losses
Straight-Line amortization over Expected Working Life

Recognition of assumptions changes or inputs
Straight-Line amortization over Expected Working Life

Asset Valuation Method

Smoothing period	5 years
Recognition method	Non-asymptotic
Corridor	None

Inflation 2.50%

Salary Increases The annual salary increase rates assumed for individual members vary by length of service and by entry-age group. The annual rates consist of a general wage inflation component of 3.00% (made up of 2.50% inflation and 0.5% productivity increase assumptions) and a merit, promotion and longevity component that on average approximates 1.7% per year for a career employee.

Investment Rate of Return 7.60%

Cost-of-Living Adjustments Cost-of-Living Adjustments for Williamson County Emergency Services District #5 are not considered to be substantively automatic under GASB 68. Therefore, no assumption for future cost-of-living adjustments is included in the GASB calculations. No assumption for future cost-of-living adjustments is included in the funding valuation.

Retirement Age Deferred members are assumed to retire (100% probability) at the later of: a) age 60 b) earliest retirement eligibility.
(For all eligible members ages 75 and later, retirement is assumed to occur immediately.)

Turnover New employees are assumed to replace any terminated members and have similar entry ages.

Mortality

Depositing members	135% of Pub-2010 General Employees Amount-Weighted Mortality Table for males and 120% Pub-2010 General Employees Amount-Weighted Mortality Table for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.
Service retirees, beneficiaries and non-depositing members	135% of Pub-2010 General Retirees Amount-Weighted Mortality Table for males and 120% Pub-2010 General Retirees Amount-Weighted Mortality Table for females, both projected with 100% of the MP-20221 Ultimate scale after 2010.
Disabled retirees	160% of Pub-2010 General Disabled Retirees Amount-Weighted Mortality Table for males and 125% Pub-2010 General Disabled Retirees Amount-Weighted Mortality Table for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.

NOTE 6: PENSION PLAN – continued

Long-Term Expected Rate of Return

The long-term expected rate of return on TCDRS assets is determined by adding expected inflation to expected long-term real returns, and reflecting expected volatility and correlation. The capital market assumptions and information shown below are provided by TCDRS' investment consultant, Cliffwater LLC. The numbers shown are based on January 2024 information for a 10 year time horizon.

Note that the valuation assumption for long-term expected return is re-assessed at a minimum of every four years and is set based on a long-term time horizon. The TCDRS Board of Trustees adopted the current assumption at their March 2021 meeting. The assumption for the long-term expected return is reviewed annually for continued compliance with the relevant actuarial standards of practice. Milliman relies on the expertise of Cliffwater in this assessment.

Asset Class	Benchmark	Target Allocation(1)	Geometric Real Rate of Return (2)
US Equities	Dow Jones US Total Stock Market Index	11.50%	4.75%
Global Equities	MSCI World (net) Index	2.50%	4.75%
International Equities – Developed Markets	MSCI World Ex USA (net) Index	5.00%	4.75%
International Equities – Emerging Markets	MSCI Emerging Markets (net) Index	6.00%	4.75%
Investment-Grade Bonds	Bloomberg U.S. Aggregate Bond Index	3.00%	2.35%
Strategic Credit	FTSE High-Yield Cash-Pay Capped Index	9.00%	3.65%
Direct Lending	Morningstar LSTA US Leveraged Loan TR USD Index	16.00%	7.25%
Distressed Debt	Cambridge Associates Distressed Securities Index (3)	4.00%	6.90%
REIT Equities	67% FTSE NAREIT Equity REITs Index +33% S&P Global REIT (net) Index	2.00%	4.10%
Master Limited Partnerships (MLPs)	Alerian MLP Index	2.00%	5.20%
Private Real Estate Partnerships	Cambridge Associates Real Estate Index(4)	6.00%	5.70%
Private Equity	Cambridge Associates Global Private Equity & Venture Capital Index(5)	25.00%	7.75%
Hedge Funds	Hedge Fund Research, Inc. (HFRI) Fund of Funds Composite Index	6.00%	3.25%
Cash Equivalents	90-Day U.S. Treasury	2.00%	0.60%

(1) Target asset allocation adopted at the March 2024 TCDRS Board meeting.
(2) Geometric real rates of return equal the expected return for the asset class minus the assumed inflation rate of 2.2% per Cliffwater's 2024 capital market assumptions.
(3) Includes vintage years 2005-present of Quarter Pooled Horizon IRRs.
(4) Includes vintage years 2007-present of Quarter Pooled Horizon IRRs.
(5) Includes vintage years 2006-present of Quarter Pooled Horizon IRRs.

NOTE 6: PENSION PLAN – continued

Net Pension Liability / (Asset)

Net Pension Liability / (Asset)	December 31, 2022	December 31, 2023
Total pension liability	$981,039	$1,423,940
Fiduciary net position	693,372	1,246,731
Net pension liability / (asset)	287,667	177,209
Fiduciary net position as a % of total pension liability	70.68%	87.56%
Pensionable covered payroll[1]	$1,336,438	$1,892,088
Net pension liability as a % of covered payroll	21.52%	9.37%

The total pension liability was determined by an actuarial valuation as of the valuation date, calculated based on the discount rate and actuarial assumptions below.

Note: Rounding differences may exist above or in other tables in this report.
(1) Payroll is calculated based on contributions as reported to TCDRS.

Discount Rate		
Discount rate[2]	7.60%	7.60%
Long-term expected rate of return, net of investment expense[2]	7.60%	7.60%
Municipal bond rate[3]	Does not apply	Does not apply

(2) This rate reflects the long-term rate of return funding valuation assumption of 7.50%, plus 0.10% adjustment to be gross of administrative expenses as required by GASB 68.

(3) The plan's fiduciary net position is projected to be available to make all projected future benefit payments of current active, inactive, and retired members. Therefore, the discount rate for calculation the total pension liability is equal to the long-term expected rate of return, and the municipal bond rate does not apply.

NOTE 6: PENSION PLAN – continued

Changes in Net Pension Liability / (Asset)

Changes in Net Pension Liability/(Asset)	Total Pension Liability (a)	Fiduciary Net Position (b)	Net Pension Liability/(Asset) (a) – (b)
Balances as of December 31, 2022	$981,039	$693,372	$287,667
Changes for the year:			
Service cost	232,598		232,598
Interest on total pension liability[1]	91,748		91,748
Effect of plan changes[2]	0		0
Effect of economic/demographic gains or losses	131,653		131,653
Effect of assumptions changes or inputs	0		0
Refund of contributions	(7,373)	(7,373)	0
Benefit payments	(5,725)	(5,725)	0
Administrative expenses		(651)	651
Member contributions		132,446	(132,446)
Net investment income		80,660	(80,660)
Employer contributions		331,170	(331,170)
Other[3]	0	22,832	(22,832)
Balances as of December 31, 2023	$1,423,940	$1,246,731	$177,209

(1) Reflects the change in the liability due to the time value of money. TCDRS does not charge fees or interest.
(2) No plan changes valued.
(3) Relates to allocation of system-wide items.

Sensitivity Analysis

The following presents the net pension liability of the district, calculated using the discount rate of 7.60%, as well as what the ESD net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the current rate.

	1% Decrease 6.60%	Current Discount Rate 7.60%	1% Increase 8.60%
Total Pension Liability	$1,775,410	$1,423,940	$1,149,097
Fiduciary Net Position	1,246,731	1,246,731	1,246,731
Net pension liability/(asset)	$528,679	$177,209	($97,634)

NOTE 6: PENSION PLAN – continued

As of September 30, 2024, the deferred inflows and outflows of resources are as follows:

Deferred Inflows/Outflows of Resources

	Deferred Inflows of Resources	Deferred Outflows of Resources
Differences between expected and actual experience	$11,693	$175,790
Changes of assumption	393	27,704
Net difference between projected and actual earnings	0	26,227
Contributions made subsequent to measurement date	N/A	265,966
Totals	$12,086	$495,687

The $265,966 reported as deferred outflows of resources related to pension resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended September 30, 2024. The remaining amounts currently reported as deferred outflows of resources related to pensions will be recognized in pension expenses as follows:

Year ended September 30:	
2025	$30,155
2026	30,203
2027	41,432
2028	22,434
2029	23,782
Thereafter(1)	69,629

(1) Total remaining balance to be recognized in future years, if any. Note that additional future deferred inflows and outflows of resources may impact these numbers.

Payable to the Pension Plan

At September 30, 2024, the District reported a payable of $35,875 for the outstanding amount of employer and employee contributions to the pension plan required for the year ended September 30, 2024.

NOTE 7: FUND BALANCE CLASSIFICATION

The District complies with GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, which establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds. Those fund balance classifications are described below.

Non-spendable - Amounts that cannot be spent because they are either not in a spendable form or are legally or contractually required to be maintained intact.

NOTE 7: FUND BALANCE CLASSIFICATION – continued

Restricted - Amounts that can be spent only for specific purposes because of constitutional provisions, or enabling legislation, or because of constraints that are externally imposed by creditors, grantors, contributors, or the laws or regulations of other governments.

Committed - Amounts that can only be used for specific purpose pursuant to approval by formal action by the Board. The Board is the highest level of decision-making authority for the District. Commitments may be established, modified, or rescinded only through resolutions approved by the Board.

Assigned - For the General Fund, amounts that are appropriated by the Board or Board designee that are to be used for specific purposes. For all other governmental funds, any remaining positive amounts not previously classified as non-spendable, restricted, or committed.

Unassigned - Amounts that are available for any purpose; these amounts can be reported only in the District's General Fund.

The detail of the fund balance is included in the Governmental Funds Balance Sheet on page 8.

In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended is as follows: restricted fund balance, committed fund balance, assigned fund balance, and lastly, unassigned fund balance.

As of September 30, 2024, the District has not adopted a minimum fund balance policy.

The Health & Safety Code has established that the Board of Commissioners as being the highest official body authorized to assign fund balance amounts for specific purposes. This authorization or removal of such authorization is generally achieved by a resolution of the Board.

NOTE 8: EXPLANATION OF DIFFERENCES BETWEEN GOVERNMENTAL FUND AND GOVERNMENT-WIDE STATEMENTS

Differences between the Governmental Fund Balance Sheet and the Statement of Net Position:

The differences (as reflected in the adjustments column) primarily result from the long-term economic resources focus of the statement of net position versus the current financial resources focus of the governmental fund balance sheet.

When capital assets (land, buildings, equipment) that are to be used in governmental activities are purchased or constructed, the costs of those assets are reported as expenditures in governmental funds. However, the statement of net position includes those capital assets among the assets of the District as a whole.

Cost of capital assets	$7,494,791
Accumulated Depreciation	(2,039,345)
	$5,455,446

The statement of net position includes as Deferred Outflows of Resources amounts that are permitted to be recognized as part of pension expense over a period of years in the governmental funds.

Deferred Outflows of Resources	$495,687

NOTE 8: EXPLANATION OF DIFFERENCES BETWEEN GOVERNMENTAL FUND AND GOVERNMENT-WIDE STATEMENTS – continued

Interest on long-term debt is not accrued in governmental funds, but rather is recognized as an expenditure when due.

Accrued interest payable	$7,697

Long-term liabilities applicable to the district's governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities. All liabilities – both current and long-term—are reported in the statement of net position.

Due within one year	$416,327
Due after one year	4,946,517

Taxes receivable are offset by deferred revenues in the governmental funds and thus are not included in fund balance.

Deferred revenue	$(48,665)

Certain liabilities are not due and payable in the current period and therefore are not reported in the funds.

Deferred Inflows of Resources	$12,086

Differences between the Governmental Fund Operating Statement and the Statement of Net Activities:

The differences (as reflected in the adjustments column) arise primarily from the long-term economic resources focus of the statement of activities versus the current financial resources focus of the governmental funds.

Some expenses reporting the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.

Adjustment for Compensated Leave	$47,203
Adjustment for Pension Liability/Asset	(110,458)
Change in Deferred Inflows/Outflows related to Pension	(97,543)
	$(160,798)

When capital assets that are to be used in governmental activities are purchased or constructed, the resources expended for those assets are reported as expenditures in governmental funds. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.

Capital Outlay	$(967,499)
Depreciation Expense	387,615

Repayment of capital lease obligations is reported as an expenditure in governmental funds. For the District as a whole, however, the principal payments reduce the liabilities in the statement of net position and do not result in an expense in the statement of activities.

Payment of Principal	$(380,007)

Interest expense in the statement of activities differs from the amount reported in governmental funds because additional accrued interest was calculated for capital lease obligations.

Change in Accrued interest	$(2,585)

NOTE 8: EXPLANATION OF DIFFERENCES BETWEEN GOVERNMENTAL FUND AND GOVERNMENT-WIDE STATEMENTS – continued

Because some property taxes will not be collected for several months after the district's year end, they are not considered as "available" revenues in the governmental funds.

Adjustment for property taxes collected after year-end	$20,795

The issuance of long-term debt provides current financial resources to governmental funds; however, this has no effect on net position. This amount is the net effect of these differences in the treatment of long-term debt and related items.

Financing proceeds	$(1,055,000)

NOTE 9: COMMITTMENT

During the fiscal year, the District entered into an agreement with Heritage Broadband to lease antenna space on the District's tower, in exchange, Heritage Broadband will provide the District will free internet service. The term of the agreement is for 30 years and is expected to begin during the fiscal year ending September 30, 2025.

The District entered into an agreement with Williamson County Emergency Services District No. 1 for the purchase of a 2015 Pierce Fire Engine in March 2025. The total cost of the engine is $600,000.

In addition, the District has agreed to the purchase of a 2024 Ford F250 for a total of $60,000 and is expected to receive the vehicle in fiscal year 2025.

NOTE 10: DATE OF MANAGEMENT'S REVIEW

Management has evaluated all subsequent events for disclosure and/or recognition through the date of the Independent Auditor's Report, which is the date the financial statements were available to be issued. No events occurred that would impact the financial statements.

Required Supplementary Information

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 5
GOVERNMENTAL FUND REVENUES, EXPENDITURES, AND
BUDGET TO ACTUAL COMPARISON - GENERAL FUND
FOR THE YEAR ENDING SEPTEMBER 30, 2024

	Budget			
	Original	Final	Actual Amounts	Variance Favorable/ (Unfavorable)
REVENUES				
Ad valorem taxes	$ 2,609,618	$ 2,609,618	$ 2,650,732	41,114
Penalties and Interest	-	-	16,142	16,142
Sales taxes	1,800,000	1,800,000	2,084,258	284,258
Fire Recovery	5,000	5,000	26,494	21,494
Interest Income	-	-	47,366	47,366
Plan Review & Inspections	30,400	30,400	39,676	9,276
Interlocal Agreements	20,000	20,000	35,811	15,811
Miscellaneous	1,000	1,000	143	(857)
Grants/Contributions	100	100	7,020	6,920
TOTAL REVENUES	$ 4,466,118	$ 4,466,118	$ 4,907,641	441,523
EXPENDITURES/EXPENSES				
Personnel Expense	$ 3,042,057	$ 3,020,557	$ 2,957,137	63,420
Supplies-Fleet	147,000	147,000	87,246	59,754
Supplies-Emergency Equipment	65,800	65,800	77,013	(11,213)
Maintenance	80,600	119,907	79,340	40,567
Professional Fees	73,500	99,500	69,378	30,122
Office Expense/Postage	7,800	7,800	7,421	379
Information Technology	63,000	63,000	60,922	2,078
Insurance	146,785	146,785	117,758	29,027
Appraisal District & Tax Collector Fees	15,100	15,100	21,163	(6,063)
Utilities	51,500	51,500	38,529	12,971
Communications	19,000	19,000	8,505	10,495
Miscellaneous	30,250	19,051	21,749	(2,698)
Personal Protective Equipment	70,000	70,000	53,836	16,164
Professional Development	57,500	57,500	30,184	27,316
Uniforms	76,100	76,100	55,014	21,086
Capital Outlay	132,003	137,003	967,499	(830,496)
Debt Issue Costs	-	-	-	-
Debt Service:				
Principal	384,622	399,354	380,007	19,347
Interest	153,501	183,076	188,138	(5,062)
TOTAL EXPENDITURES/EXPENSES	$ 4,616,118	$ 4,698,033	$ 5,220,840	(522,807)
Excess (Deficiency) of Revenues Over Expenditures	(150,000)	(231,915)	(313,199)	(81,284)
OTHER FINANCING SOURCES/(USES):				
Financing Proceeds	$ -	$ -	$ 1,055,000	$ 1,055,000
Total Other Financing Sources/(Uses):	$ -	$ -	$ 1,055,000	$ 1,055,000
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES and OTHER SOURCES/(USES)	(150,000)	(231,915)	741,801	973,716
Net Change in Fund Balance	$ (150,000)	$ (231,915)	$ 741,801	
Beginning of the year			2,512,076	
End of the year			$ 3,253,877	

Williamson County Emergency Services District #5
Schedule of Changes in Net Pension Liability and Related Ratios

	Year Ended December 31									
	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Total Pension Liability										
Service cost	232,598	101,456	92,948	67,171	57,308	19,185	17,677	12,952	16,088	18,202
Interest on total pension liability	91,748	40,301	30,211	21,181	16,009	7,364	5,488	2,778	2,131	723
Effect of plan changes	-	349,668	-	-	-	44,933	-	(215)	(1,239)	-
Effect of assumption changes or inputs	-	-	13,426	27,226	-	-	(785)	-	166	-
Effect of economic/demographic (gains) or losses	131,653	64,395	(8,378)	1,757	(5,364)	6,534	1,296	6,518	(8,041)	17
Benefit payments/refunds of contributions	(13,098)	(7,064)	(949)	(13,001)	(14,897)	(4,134)	-	-	-	-
Net change in total pension liability	442,901	548,756	127,258	104,334	53,056	73,882	23,676	22,033	9,105	18,943
Total pension liability, beginning	981,041	432,285	305,027	200,693	147,637	73,755	50,079	28,046	18,943	-
Total pension liability, ending (a)	1,423,942	981,041	432,285	305,027	200,693	147,637	73,755	50,079	28,046	18,943
Fiduciary Net Position										
Employer contributions	331,170	93,551	59,513	59,895	34,049	11,418	7,353	8,708	7,224	7,060
Member contributions	132,446	93,551	59,513	60,279	47,669	19,901	12,900	10,793	8,757	8,558
Investment income net of investment expenses	80,660	(46,695)	85,581	20,584	18,017	(1,251)	8,308	2,407	(178)	62
Benefit payments/refunds of contributions	(13,098)	(7,064)	(949)	(13,001)	(14,897)	(4,134)	-	-	-	-
Administrative expenses	(651)	(406)	(289)	(240)	(150)	(88)	(56)	(26)	(18)	(6)
Other	22,832	25,794	3,435	3,191	2,315	818	271	1,349	(2)	-
Net change in fiduciary net position	553,359	158,731	206,804	130,708	87,003	26,664	28,776	23,231	15,783	15,673
Fiduciary net position, beginning	693,373	534,642	327,838	197,130	110,127	83,463	54,687	31,456	15,673	-
Fiduciary net position, ending (b)	1,246,732	693,373	534,642	327,838	197,130	110,127	83,463	54,687	31,456	15,673
Net pension liability / (asset), ending = (a) - (b)	177,210	287,668	(102,357)	(22,811)	3,563	37,510	(9,708)	(4,608)	(3,410)	3,270
Fiduciary net position as a % of total pension liability	87.55%	70.68%	123.68%	107.48%	98.22%	74.59%	113.16%	109.20%	112.16%	82.74%
Pensionable covered payroll	1,892,088	1,336,438	850,181	861,123	680,979	497,513	322,512	269,821	218,921	213,948
Net pension liability as a % of covered payroll	9.37%	21.52%	-12.04%	-2.65%	0.52%	7.54%	-3.01%	-1.71%	-1.56%	1.53%

Williamson County Emergency Services District #5
Schedule of Employer Contributions

Year Ending September 30	Actually Determined Contribution	Actual Employer Contibution	Contribution Deficiency (Excess)	Pensionable Covered Payroll	Actual Contribution as a % of Covered Payroll
2015	7,060	7,060	-	213,948	3.3%
2016	72	72	-	218,921	3.3%
2017	8,688	8,708	(20)	269,821	3.2%
2018	7,353	7,353	-	322,512	2.3%
2019	11,393	11,418	(25)	497,513	2.3%
2020	24,924	34,049	(9,125)	680,979	5.0%
2021	28,417	59,895	(31,478)	861,123	7.0%
2022	24,145	59,513	(35,368)	850,181	7.0%
2023	54,928	93,551	(38,623)	1,336,438	7.0%
2024	217,212	331,170	(113,958)	1,892,088	17.5%

Williamson County Emergency Services District No. 5
Notes to the Schedule of Employer Contributions
For the year ending September 30, 2024

Valuation Date:	Actuarially determined contribution rates are calculated each December 31, two years prior to the end of the fiscal year in which contributions are reported.
Methods and assumptions used to determine contribution rates:	
Actuarial Cost Method	Entry Age
Amortization Method	Level percentage of payroll, closed
Remaining Amortization Period	2.1 (based on contribution rate calculated in 12/31/2023 valuation)
Asset Valuation Method	5-year smoothed market
Inflation	2.50%
Salary Increases	Varies by age and service. 4.7% average over career including inflation.
Investment rate of Return	7.50%, net of investment expenses, including inflation
Retirement Age	Members who are eligible for service retirement are assumed to commence receiving benefit payments based on age. The average age at service retirement for recent retirees is 61.
Mortality	135% of the Pub-2010 General Retirees Table for males and 120% of the Pub-2010 General Retirees Table for females, both projected with 100% of the MP-2021 Ultimate scale after 2010
Changes in Assumptions and Methods Reflected in the Schedule of Employer Contributions	2015: New inflation, mortality and other assumptions were reflected. 2017: new Mortality assumptions were reflected. 2019: New inflation, mortality and other assumptions were reflected. 2022: New investment return and inflation assumptions were reflected.
Changes in Plan Provisions Reflected in the Schedule	2015: No changes in plan provisions were reflected in the Schedule. 2016: No changes in plan provisions were reflected in the Schedule. 2017: New Annuity Purchase Rates were reflected for benefits earned after 2017 2018: No changes in plan provisions were reflected in the Schedule. 2019: Employer contributions reflect that the member contribution rate was increase to 7%. 2020: No changes in plan provisions were reflected in the Schedule. 2021: No changes in plan provisions were reflected in the Schedule. 2022: No changes in plan provisions were reflected in the Schedule. 2023: Employer contributions reflect that the current service matching rate was increased to 250% for future benefits.

**Only changes that affect the benefit amount and that are effective 2015 and later are shown in the Notes to Schedule.*

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 6

AUDITED FINANCIAL STATEMENTS

AND SUPPLEMENTAL SCHEDULES

AND INDEPENDENT AUDITOR'S REPORT

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 6

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The Accounting Firm of Donald L. Allman, CPA

Independent Auditor's Report

To the Board of Directors
Williamson County Emergency Services District No. 6

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Williamson County Emergency Services District No. 6 as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Williamson County ESD No. 6 as of September 30, 2024, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, on pages 3 – 10 and 27-28 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards,* we have also issued our report date, July 15, 2025 on our consideration of the Williamson County ESD # 6's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Williamson County ESD # 6's internal control over financial reporting and compliance

Donald L. Allman, CPA

Georgetown, Texas
July 15, 2025

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 6
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

Our discussion and analysis of the Williamson County Emergency Services District No. 6's financial performance provides an overview of the District's financial activities for the fiscal year ended September 30, 2024. Please review it in conjunction with the transmittal letter and the District's basic financial statements, which begin on page 11.

FINANCIAL HIGHLIGHTS

Total net position increased $30,227 which represents a net gain from 2023.

The District had $767,923 in expenses related to governmental activities with $798,150 in program revenues to cover the cost of these programs. The excess revenues were kept to increase the cash balance and unrestricted net position.

USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements. The Statement of Net Position and the Statement of Activities (on pages 11-12) provide information about the activities of the District as a whole and present a longer-term view of the District's finances. Fund financial statements start on page 13. These statements tell how these services were financed in the short-term as well as what remains for future spending. Fund financial statements also report the District's operations in more detail than the government-wide statements by providing information about the District's most financially significant funds.

Reporting the District as a Whole

The Statement of Net Position and the Statement of Activities
Our analysis of the District as a whole begins on page 11. One of the most important questions asked about the District's finances is "Is the District as a whole better off or worse as a result of this year's activities?" The Statement of Net Position and the Statement of Activities report information about the District as a whole and about its activities in a way that helps answer that question.

These statements include all assets and liabilities using the accrual basis of accounting, which is similar to accounting used by most private-sector companies. Accrual of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two statements report the District's net position and changes in them. You can think of the District's net position, the difference between assets, what the District owns, and liabilities, what the District owes, as one way to measure the District's financial health, or financial position. Over time, increases or decreases in the District's net position are one indicator of whether its financial health is improving or deteriorating. You will need to consider other non-financial factors, however, such as changes in the District's jurisdiction, the availability of capital projects, and continuing local governmental support to assess the overall health of the District.

Reporting the District's Most Significant Funds Major Funds

Fund Financial Statements -General

Our analysis of the District's major funds begins on page 13. The Fund financial statements begin on page 13 and provide detailed information about the most significant funds-not the District as a whole. Some funds are required to be established by State law. The District only has governmental funds.

Governmental Funds: The District's services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year-end that are available for spending. These funds are reported using an accounting method called *modified accrual* accounting, which measures cash and all other financial assets that can be readily converted to cash. The governmental fund statements provide a detailed short-term view of the District's operations and the services it provides. Governmental fund information helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs. We describe the relationship (or differences) between governmental activities (reported in the Statement of Net Position and the Statement of Activities) and governmental funds in a reconciliation beside the fund financial statements, if applicable.

Notes to the Financial Statements: The notes provide additional information that is essential to a full understanding of the data provided in the governmental-wide and fund financial statements. The notes to the financial statements can be found on pages 17-25 of this report.

Other information: In addition to the basic financial statements and accompanying notes, this report also presents budget to actual statements and schedules which can be found on page 27 of this report.

THE DISTRICT AS A WHOLE

The District's total net position changed from a year ago, increasing from $1,170,152 to $1,200,513. Our analysis below focuses on the net position (Table 1) and changes in net position (Table 2) of the District's governmental activities.

Table 1
Summary of Net Position

	2024	2023	$ Change	% Change
Cash and Current Assets	$ 969,579	$ 693,641	$ 275,938	39.8%
Property Taxes Rec.	131,510	126,257	$ 5,253	4.2%
Capital Assets	1,154,644	540,254	614,390	113.7%
Total Assets	$ 2,255,733	$ 1,360,152	$ 895,581	65.8%
Current Liabilities	$ 138,637	$ 34,284	$ 104,353	304.4%
Long-Term Obligations	916,583	155,716	760,867	488.6%
Total Liabilities	$ 1,055,220	$ 190,000	$ 865,220	455.4%
Net Position:				
Net Investment in Capital Assets	$ 267,843	$ 350,254	$ (82,411)	-23.5%
Restricted	190,758	44,064	146,694	332.9%
Unrestricted	741,912	775,834	(33,922)	-4.4%
Total Net Assets	$ 1,200,513	$ 1,170,152	$ 30,361	2.6%

Net position of the District's activities increased 2.6% or $30,361 Unrestricted net position, the part of net position that can be used to finance day-to-day operations without constraints established by debt covenants, enabling legislation, or other legal requirements – decreased from $775,834 to $741,912 by the end of fiscal year 2024.
Table 2 compares the 2024 change in net position to the 2023 change in net position.

Table 2
Summary of Changes in Net Position for 2024
Compared With 2023 Activity

	2024	2023	$ Change	% Change
Program Revenues:				
Property Taxes	$ 430,640	$ 484,035	$ (53,395)	-11.0%
Sales Tax	174,560	-	174,560	
Wilco Revenues	11,943	6,054	5,889	97.3%
Wilco Grant	26,834	-	26,834	
Other Income	42,838	-	42,838	
Capital gain on sale of equipment	81,501	-	81,501	
Interest & Investment Income	29,834	1,239	28,595	2307.9%
Total Revenues	$ 798,150	$ 491,328	$ 306,822	62.4%
Program Expenses:				
General Government	$ 767,923	$ 337,008	$ (430,915)	127.9%
Other (Income)/Expense	-	-	-	
Total Expenses	$ 767,923	$ 337,008	$ (430,915)	127.9%
Net Position				
Increase / (Decrease)	$ 30,227	$ 154,320	$ (124,093)	-80.4%

Table 3 presents the cost of each of the District's programs as well as each program's net cost (total cost less revenues generated by activities). The net cost shows the financial burden that was placed on the District by each of these functions.

Table 3
Governmental Activities

	Total Cost of Services		Net Cost of Services	
	2024	2023	2024	2023
General Government	$ 767,923	$ 337,008	$ 767,923	$ 337,008
Other Expense	-	-	-	-
Total Expenses	$ 767,923	$ 337,008	$ 767,923	$ 337,008

THE DISTRICT'S FUND'S

Table 4
Change In Year End Fund Balance

	2024	2023	$ Change	% Change
Net Investment in Capital Assets	$ 267,843	$ 350,254	$ (82,411)	-23.5%
Restricted	190,758	44,064	146,694	332.9%
Unrestricted	741,912	775,834	(33,922)	-4.4%
Total Governmental Balances	$ 1,200,513	$ 1,170,152	$ 30,361	2.6%

The 23.5% decrease in Net Investment in Capital Assets balance is due to depreciation. Restricted net position increased $146,694 due to the new loans.

The 3.9% decrease in the Unrestricted fund balance can be attributed to more income.

Table 5 presents a summary of governmental fund revenues for the 2024 fiscal year and the amounts and percentages of increases and decreases in relation to the prior year.

Table 5
Total Governmental Fund Revenues

	2024	% of Total	Increase or (Decrease) Over 2023	% Increase / (Decrease)
Revenue Source				
Property taxes	430,640	54.0%	(53,395)	-11.0%
Sales taxes	174,560	21.9%	174,560	
Grant income	26,834	3.36%	26,834	100.0%
Wilco Income	11,943	1.5%	5,889	97.3%
Other Income	124,339	15.6%	124,339	
Investment Income	29,834	3.7%	28,595	2307.9%
Total	$ 798,150	100.0%	$ 306,822	62.4%

Table 6 presents the General Fund budget and the difference between the original budget and final budget for fiscal year 2024. Table 7 discusses the variance between the final budget and the actual results for the year.

Table 6
Original and Final Budget

	Budgeted Amounts	
	Original	**Final**
Revenues:		
Property Taxes	$ 495,000	$ 495,000
Wilco Income	5,000	5,000
Interest Income	-	-
Grant income	-	-
Total Revenues	**$ 500,000**	**$ 500,000**
Expenditures:		
Debt Service	100,592	100,592
Contracts for EMS & Firefighting	149,400	149,400
Insurance	44,037	44,037
Utilities	18,500	18,500
Interest expense	-	
Communications	-	-
Equipment	1,700	1,700
Office expenses	4,500	4,500
Repairs & maintenance	19,500	19,500
Salaries and payroll	153,221	153,221
County Tax Assessor Collector	7,000	7,000
Audit & Legal fees	34,000	34,000
Miscellaneous	5,950	5,950
Training & other expenses	23,000	23,000
Total Expenditures	**561,400**	**561,400**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**$ (61,400)**	**$ (61,400)**

Original versus Final Budget
There were no material differences between original and final budgeted amounts for 2024.

Table 7
Original and Final Budget

	Budgeted Amounts Final	Actual
Revenues:		
Property Taxes	$ 495,000	$ 425,387
Sales Taxes		174,560
Wilco Income	5,000	11,943
Interest Income	-	29,834
Grant & Other income	-	151,173
Total Revenues	**$ 500,000**	**$ 792,897**
Expenditures:		
Building Station expenses	100,592	194,316
Contracts for EMS & Firefighting	$ 149,400	$ 47,020
Insurance	44,037	29,805
Utilities	18,500	17,322
Interest expense	-	9,780
Fleet Fuel & vehicles	-	46,284
Equipment	1,700	27,049
Office expenses	4,500	19,994
Repairs & maintenance	19,500	20,605
Salaries and payroll	153,221	189,660
County Tax Assessor Collector	7,000	2,576
Audit & Legal fees	34,000	36,246
Miscellaneous	5,950	9,407
Training & other expenses	23,000	10,023
Capital Outlay		756,242
Total Expenditures	**561,400**	**1,416,329**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**$ (61,400)**	**$ (623,432)**
Loan Proceeds		899,370
Net Change in Fund Balance		275,938

Final Budget versus Actual Results
The variance in **Property Tax** revenues is due to the District increasing its overall property value due to growth and new construction.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At year-end, the District had $1,892,920 invested in equipment, trucks and computers. The net amount is $1,154,644 and represents a $614,390 net increase over the last year, which is due to new assets.

Debt Administration

At fiscal year-end, the District had $1,055,086 in notes payable for equipment, vehicles and improvements. This amount represents a net increase of $865,086 with 3 new loans.

ECONOMIC FACTORS

The District operates solely in Williamson County and has since its inception. Almost 97% of the District's revenue comes from property taxes. The District's budgeting process must continue to work as closely as possible with the Williamson County Tax Assessor's office in order to meet the financial obligations of the District.

It is important that the District is able to succeed in carrying out its day-to-day operations and continue to be able to meet its financial obligations as well. The additional apparatus and equipment are vital to providing the best fire protection and EMT services to the citizens of the District.

REQUEST FOR INFORMATION

This financial report is designed to provide a general overview of the District's finances for all those with an interest in the District's finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Office of the Treasurer, P.O. Box 53, Weir, TX 78674.

Mike Keller, Treasurer
Williamson County Emergency Services District # 6

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT # 6
STATEMENT OF NET POSITION
SEPTEMBER 30, 2024

Assets:		
Current Assets:		
Cash and Cash Equivalents	$	969,579
Property Taxes Receivable		131,510
Total Current Assets	$	1,101,089
Non-Current Assets:		
Capital Assets:		
Building, Equipment &	$	1,154,644
Total Non-Current Assets	$	1,154,644
Total Assets	$	**2,255,733**
Liabilities:		
Current Liabilities:		
Accounts Payable	$	-
Unearned Revenue-Property Taxes		-
Payroll Taxes, Insurance & Retirement Paya		134
Current Portion of Long-Term Debt		138,637
Total Current Liabilities	$	138,771
Non-Current Liabilities:		
Notes & Leases Payable	$	916,583
Total Liabilities	$	**1,055,354**
Net Position:		
Net Investment in Capital	$	267,709
Restricted for Debt Service,		190,758
Unrestricted		741,912
Total Net Position	$	**1,200,379**

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 6

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED SEPTEMBER 30, 2024

Functions/Programs	Expenses	Program Revenues	Net Revenue and Change in Net Position Primary Governmental Activities
Governmental Activities:			
General Government	767,923	$ 605,200	$ (162,723)
Other Income/Expense	-	151,173	151,173
Total Governmental Activities	$ 767,923	$ 756,373	$ (11,550)

General Revenues:	
Unrestricted Interest Earnings	$ 29,834
Wilco Revenues	11,943
Total General Revenues	$ 41,777
Change in Net Position	$ 30,227
Net Position - Beginning	1,170,152
	-
Net Position - Ending	$ 1,200,379

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 6

BALANCE SHEET – GOVERNMENTAL FUNDS

SEPTEMBER 30, 2024

	General	Total Governmental Funds
Assets:		
Cash and Cash Equivalents	$ 969,579	$ 969,579
PropertyTaxes Receivable	135,343	$ 135,343
Total Assets	**$ 1,104,922**	**$ 1,104,922**
Liabilities and Fund Balances		
Liabilities:		
Accounts Payable	$ -	$ -
Unearned Revenue Property Tax	135,343	135,343
Payroll Taxes, Insurance & Retirement Payable	-	-
Total Liabilities	**$ 135,343**	**$ 135,343**
Fund Balances		
Nonspendable	$ -	$ -
Restricted		
Unassigned	969,579	969,579
Total Fund Balances	**$ 969,579**	**$ 969,579**
Total Liabilities and Fund Balances	**$ 1,104,922**	**$ 1,104,922**

See accompanying notes to financial statements.

RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES TO NET POSITITON OF GOVERNMENTAL ACTIVITIES
SEPTEMBER 30, 2024

Total fund balance – total governmental funds	$	969,579
Amounts reported for governmental activities in the statement of net assets are different because:		
Capital assets used in the governmental activities are not financial resources and therefore are not reported in the funds.	$	1,154,644
receivable is not included in governmental activities due to receivables not being included in governmental activities.	$	131,510
Unearned Revenues are not reported in gover	$	-
in the current period and therefore are not reported in the funds.	$	(1,055,354)
Net position of governmental activities	$	1,200,379

See accompanying notes to financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 6

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS

SEPTEMBER 30, 2024

	General	Total Governmental Funds
Revenues:		
Property Taxes	$ 422,948	$ 422,948
Sales Taxes	174,560	174,560
Wilco Revenues	11,943	11,943
Grant income	26,834	26,834
Other Income	124,339	124,339
Interest Earnings	29,834	29,834
Total Revenues	**$ 790,458**	**$ 790,458**
Expenditures:		
Current:		
General Government	$ 657,648	$ 657,648
Capital Outlay	756,242	756,242
Debt Service:		
Principal	-	-
Interest	-	-
Total Expenditures	**$ 1,413,890**	**$ 1,413,890**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**$ (623,432)**	**$ (623,432)**
Loan Proceeds	$ 899,370	$ 899,370
Other Inflows/(Outflows)	**$ 899,370**	**$ 899,370**
Net Changes in Fund Balances	**$ 275,938**	**$ 275,938**
Fund Balances - Beginning	**$ 693,641**	**$ 693,641**
Fund Balances - Ending	**$ 969,579**	**$ 969,579**

See accompanying notes to the financial statements.

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2024

governmental funds	$	275,938
Amounts reported for governmental activities in the statement of net assets are different because:		
expenditures. However, in the statement of activities, the cost of those assets is allocated over their useful lives as depreciation expense. This is the amount by which depreciation (141,852) was less than capital outlays (756,242) in the current	$	614,390
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.		
Property	$	131,510
Less: Pri		126,257
E	$	5,253
Debt proceeds are not included in governmen	$	(899,370)
Repayment of debt principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net assets.	$	34,284
Deferred tax revenues not included in govern	$	(268)
Changes in net position of governmental acti	$	30,227

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 6
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

Williamson County Emergency Services District No. 6 (the District) is a governmental unit of the State of Texas that was formed in September of 1995. The entity is responsible for providing fire and emergency services in Williamson County, Texas. The District provides fire and emergency medical services to a certain geographic portion of Williamson County including Weir, Texas, an unincorporated area located in Williamson County. The District was created and operates under Article III, Section 48-3, of the Texas Constitution for the protection of human life and health as provided by that Act. The District's operations are governed by the Texas Health and Safety Code, Chapter 775 Emergency Services Districts.

The accompanying statements of the District have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applicable to governmental units. The financial statements include all organizations, activities, and functions that comprise the District. Component units are legally separate entities for which the District (the primary entity) is financially accountable. Financial accountability is defined as the ability to appoint a voting majority of the organization's governing body and either (1) the District's ability to impose its will over the organization or (2) the potential that the organization will provide a financial benefit to, or impose a financial burden on, the District. Using these criteria, the District has no component units.

B. Government-wide and fund financial statements

The government-wide financial statements (i.e., the statement of net assets and the statement of changes in net assets) report information on all of the non-fiduciary activities of the primary government.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues primarily consist of Ad Valorem taxes received from the County's appraisal district.

C. Measurement focus, basis of accounting, and financial statement presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 31 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

Grants and entitlements and interest associated with the current fiscal period are all considered susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered measurable and available only when the District receives cash.

Fund Accounting

The District uses funds to maintain its financial records during the year. A fund is defined as a fiscal and accounting entity with a self-balancing set of accounts. The District only uses governmental funds.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Governmental Funds

Governmental funds are those through which most governmental functions typically are financed. Governmental funds reporting focuses on the sources, uses, and balances of current financial resources. Expendable assets are assigned to the various governmental funds according to the purpose for which they may or must be used. Current liabilities are assigned to the fund from which they will be paid. The difference between governmental fund assets and liabilities is reported as fund balance.

The District reports the following major governmental funds:

General Fund – The General Fund is used to account for all financial resources of the District except those required to be accounted for in another fund. The general fund balance is available to the District for any purpose provided it is expended or transferred according to the general laws of Texas and the bylaws of the District.

Revenues – Exchange and Non-Exchange Transactions

Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On a modified accrual basis, revenue is recorded in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current fiscal year or are expected to be collected soon enough thereafter to be used to pay liabilities of the current fiscal year. For the District, available means expected to be received within thirty-one days of fiscal year-end. Under the modified accrual basis, only interest is considered to be both measurable and available at fiscal year-end. Non-exchange transactions, in which the District receives value without directly giving value in return, includes grants and donations. On an accrual basis, revenue from grants and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Eligibility requirements include timing requirements, which specify the year when the resources are required to be used or the fiscal year when use is first permitted, matching requirements, in which the District must provide local resources to be used for a specific purpose, and expenditure requirements, in which the resources are provided to the District on a reimbursement basis. On a modified accrual basis, revenue from non-exchange transactions must be available before it can be recognized.

Expenses/Expenditures

On an accrual basis of accounting, expenses are recognized at the time they are incurred. The measurement focus of governmental fund accounting is on decreases in net financial resources (expenditures) rather than expenses. Expenditures are generally recognized in the accounting period in which the related fund liability is incurred, if measurable.

C. Cash and Cash Equivalents

Cash and equivalents include all highly-liquid investments with a maturity of three months or less at the date of purchase. During 2023, cash and cash equivalents accounts were limited to the First Texas Bank checking account, and a First Texas Bank savings account.

D. Restricted Assets

Williamson County ESD # 6 has restricted funds of $190,758 for debt service in the next fiscal year.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

E. **Capital Assets**

General capital assets generally result from expenditures in the governmental funds. These assets are reported on the government-wide statement of net position and in the General Fund. All capital assets are recorded at cost and updated for additions and retirements during the year. The District does possess building infrastructure. Other Capital assets consist of computers, trucks and fire trucks. Improvements are capitalized; the cost of normal maintenance and repairs that do not add to the value of the asset or materially extend the asset's life are not.

F. Reservations of Fund Balance

The District currently does not have any reservations of fund balance amounts.

G. Net Position

Net position present the difference between assets and liabilities in the statement of net position. Net Investment in capital assets are reduced by the outstanding balances of any borrowing used for the acquisition, construction, or improvement of those assets.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Net assets are reported as restricted when there are legal limitations imposed on their use by District legislation or external restrictions by creditors, grantors, laws or regulations of other governments.

H. Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

I. Accrued Liabilities

The District reports accrued liabilities on the statement of net position. The District reports accounts payable of $0 during 2023.

NOTE 2 – TAX REVENUES

The District's tax revenue is collected by County of Williamson, Texas, (the County) under the provisions of a tax collection agreement signed September, 1995. Under the agreement, the County is responsible for making the calculations necessary for the District to comply with the statutory requirements for setting tax rates as specified in Chapter 26 of the Texas Property Tax Code and collecting the appropriate tax. The County periodically remits the collected taxes to the District. The agreement may be terminated by either party on written notice, but neither party has expressed an interest in terminating the agreement. The County provides the District with written reports necessary to keep the District advised of all financial information affecting the District. Property taxes attach as an enforceable lien on property as of January 1. Taxes are levied on October 1 and are due and payable on or before January 31 of the following year. All unpaid taxes become delinquent February 1 of the following year. The District pays the County for its tax collection activity in four quarterly payments, which totaled $2,576 USD for 2024. The amount is determined by the County based on an amount per each parcel of taxable property, or account taxable by the District. The tax rate for WCESD # 6 for 2024 is $.0619 per $100 valuation of property. The total adjusted original tax roll was $430,640 on $695,702,746 valuation. Property taxes receivable at 9/30/24 total $131,510 with $32,216 current and $99,294 deferred.

NOTE 3 – CASH AND CASH EQUIVALENTS

Cash resources of several individual funds are combined to form a pool of cash and investments. In addition, investments are separately held by a number of individual funds. Statutes require the classification of funds held by the District into three categories.

Category 1 consists of "active" funds – those funds required to be kept in "cash" or "near cash" status for immediate use by the District. Such funds must be maintained either as cash in the District Treasury or in depository accounts payable or withdrawal on demand, including negotiable order of withdrawal (NOW) accounts.

Category 2 consists of "inactive" funds – those funds not required for use within the current two-year period of designation of depositories. Inactive funds may be deposited or invested only as certificates of deposit maturing no later than the end of the current period of designation of depositories.

Category 3 consists of "interim" funds – those funds not needed for immediate use, but needed before the end of the current period of designation of depositories. Interim funds may be invested or deposited in the following securities:

- United States Treasury notes, bills, bonds or any other obligation or security issued by the United States Treasury or any other obligation guaranteed as to principal or interest by the United States.
- Bonds, notes, debentures, or any other obligations or securities issued by any federal government agency or instrumentality, including but not limited to, the federal national mortgage association, federal home loan bank, federal farm credit bank, federal home loan mortgage corporation, government national mortgage association, and student loan marketing association. All federal agency securities shall be direct issuances of federal government agencies or instrumentalities

A. Deposits

At year-end the carrying amount of the District's deposits was $969,579 and the bank balance was $969,579. $69,477 was with First Texas Bank and $900,102 with Texpool. Federal depository insurance coverage totals $500,000. The deposits were fully covered by FDIC insurance and collateralization.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 6
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

NOTE 4 - GENERAL FIXED ASSETS

A summary of changes in general fixed assets for the year ended September 30, 2023:

Property & Equipment	At 9/30/24
Land	75,000
Squad 61	184,783
Tender 61	544,410
Fire Truck	476,914
Pumper Tank	158,400
Trucks	129,171
Computers	20,694
Equipment	299,648
Fence	3,900
Accumulated Depreciation	(738,276)
Net Property & Equipment	1,154,644

Depreciation expense for the year ended 9/30/24 was $141,852.

NOTE 5 – GENERAL LONG-TERM DEBT

Williamon County ESD # 6 had long-term debt as of September 30, 2024 of $1,055,086, payable to Cadence Equipment Finance, Central Texas Tax Exempt, and Government Capital Corporation in the amount of annual payments of $190,758, for 5 to 7 years with variable interest rates

Description	Beginning	Additions	Retirements	Ending	Current
Cadence	190,000		34,284	155,716	36,049
Central Texas Tax Exempt		362,370		362,370	43,545
Government Capital Corporation		537,000		537,000	58,909
Totals	190,000	899,370	34,284	1,055,086	138,503

Due Year Ending September 30	Principal	Interest	Total
2025	36,049	8,016	44,065
2026	37,904	6,160	44,064
2027	39,856	4,209	44,065
2028	41,907	2,157	44,064
Total	190,000	30,322	220,322

Due Year Ending September 30	Principal	Interest	Total
2025	58,909	24,814	83,723
2026	58,068	25,655	83,723
2027	61,184	22,539	83,723
2028	64,467	19,256	83,723
2029	67,927	15,796	83,723
Thereafter	226,445	24,726	251,171
Total	537,000	132,786	669,786

Due Year Ending September 30	Principal	Interest	Total
2025	20,988	9,816	30,804
2026	23,052	7,752	30,804
2027	24,193	6,611	30,804
2028	25,390	5,413	30,803
2029	26,647	4,156	30,803
Thereafter	57,317	4,289	61,606
Total	177,587	38,037	215,624

Due Year Ending September 30	Principal	Interest	Total
2025	22,557	9,609	32,166
2026	23,730	8,436	32,166
2027	24,964	7,202	32,166
2028	26,262	5,904	32,166
2029	27,628	4,538	32,166
Thereafter	59,642	4,690	64,332
Total	184,783	40,379	225,162

NOTE 6 – CONTINGENCIES

As of September 30, 2024, the District did not have any material pending litigation or potential non-disclosed liabilities.

Required Supplementary Information

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 6
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS) GENERAL FUND

FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
Revenues:				
Property Taxes	$ 495,000	$ 495,000	$ 425,387	$ (69,613)
Sales Taxes	-		174,560	
Other Income	-	-	151,173	151,173
Wilco Income	5,000	5,000	11,943	6,943
Investment Earnings	-	-	29,834	29,834
Total Revenues	**$ 500,000**	**$ 500,000**	**$ 792,897**	**$ 118,337**
Expenditures:				
Current:				
General Government	$ 460,808	$ 460,808	$ 660,087	$ (199,279)
Capital Outlay	-	-	756,242	(756,242)
Debt Service	100,592	100,592	-	100,592
Total Expenditures	**$ 561,400**	**$ 561,400**	**$ 1,416,329**	**$ (854,929)**
Debt Proceeds			$ 899,370	
Excess (Deficiency) of Revenues Over (Under) Expenditures	**$ (61,400)**	**$ (61,400)**	**$ 275,938**	**$ 337,338**
Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures and Other Financing Sources (Uses)	**$ (61,400)**	**$ (61,400)**	**$ 275,938**	
Fund Balances - Beginning	**$ 693,641**	**$ 693,641**	**$ 693,641**	
Fund Balances - Ending	**$ 632,241**	**$ 632,241**	**$ 969,579**	

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 3

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

SEPTEMBER 30, 2024

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Budgetary Process

The budgetary process is prescribed by the provisions of the Texas Constitution and entails the preparation of budgetary documents within an established timeline. Legally, the Texas Constitution does not strictly impose a requirement on the District to follow the budgetary process but the District chose to follow the budgetary process. The major documents prepared are an estimated budget with revenues and expenditures. The level of budgetary control is at the object level for the District. The budget is not amended for modifications or changes during the year. All expenditures are approved by the Board beforehand.

1. Estimated Resources

As part of the District's budgetary process, the Board approves the official estimated resources. The official estimated resources state the projected revenue for the District. The estimated revenue is calculated from information from the Williamson County Appraisal District. The budget is not revised or amended for increases or decreases in estimated revenues.

2. Appropriations

Estimated appropriations are prepared for the annual budget. All appropriations, no matter how small or how large, still must be approved by the Board before remittance, whether or not they were included in the budget.

3. Budgetary Basis of Accounting

The District's budgetary process accounts for certain transactions on a basis other than GAAP. The major differences between the budgetary basis and the GAAP basis lie in the manner in which revenues and expenditures are recorded. Under the budgetary process, revenues and expenditures are recognized on the cash basis. Utilizing the cash basis, revenues are recorded when received in cash and expenditures are recorded when paid. Under the GAAP basis, revenues and expenditures are recorded on the modified accrual basis of accounting on the governmental fund statements and on the full accrual basis on the government-wide statements. See page 14 for a reconciliation between governmental funds and GAAP basis net equity fund balance.

The Accounting Firm
of
Donald L. Allman, CPA

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors
Williamson County ESD # 6

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Williamson County ESD # 6 as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise Williamson County ESD # 6's basic financial statements, and have issued our report thereon dated June 28, 2025..

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Williamson County ESD # 6's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Williamson County ESD # 6's internal control. Accordingly, we do not express an opinion on the effectiveness of Williamson County ESD # 6's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Williamson County ESD #6's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Donald L. Allman, CPA, PC

Georgetown, TX
July 15, 2025

Williamson County
Emergency Services District No. 7
Financial Statements
September 30, 2024

Williamson County Emergency Services District No. 7
For the Year Ending September 30, 2024

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MEDACK & OLTMANN, LLP
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Texas Society of Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Williamson County Emergency Services District No. 7

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of the Williamson County Emergency Services District No. 7 as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Williamson County Emergency Services District No. 7, as of September 30, 2024, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Williamson County Emergency Services District No. 7, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Williamson County Emergency Services District No. 7's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Williamson County Emergency Services District No. 7's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, schedule of changes in net pension liability and related ratios, and schedule of employer contributions on pages 3-7 and 28-31 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Medack & Oltmann, LLP

Medack & Oltmann, LLP
Giddings, Texas
April 7, 2025

As management of the Williamson County Emergency Services District #7 (the District), we are pleased to offer readers of the District's financial statements this narrative overview and analysis of the District's financial activities for the year ended September 30, 2024. We encourage readers to consider it in conjunction with the additional information presented in the accompanying basic financial statements and the notes to the financial statements.

Financial Statements

- The net position of the District increased by $1,430,150. Net position at year end consisted of net investment in capital assets of $(1,714,263) and unrestricted net position of $8,626,006, for a total of $6,911,743.
- Total revenues from all sources were $3,950,659 which represents an increase of $411,375 from the prior year.
- Total expenditures from operations were $2,520,509 which was an increase of $758,702 from the prior year.
- As of September 30, 2024, the District's governmental fund reported an ending fund balance of $8,633,061, an increase of $4,815,429 from the prior fiscal year (which includes $3,563,564 of debt proceeds).
- The District entered into two new debt agreements during the fiscal year, $1,024,140 for the purchase of new equipment and $2,539,434 for the construction of a new fire station.

Using this Annual Report

This annual report presents the following three components of the financial statements:

1. Government-wide financial statements provide information for the District as a whole.
2. Fund financial statements provide detailed information for the District's significant funds.
3. Notes to the financial statements provide additional information that is essential to understanding the government-wide and fund financial statements.

This report also contains other supplementary information in addition to the basic financial statements themselves. This information includes management's discussion and analysis as well as a budgetary comparison schedule.

Government-Wide Financial Statements

The *government-wide financial statements* are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The *Statement of Net Position* presents information on all of the assets and liabilities of the District. The difference between assets and liabilities is reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The *Statement of Activities* presents information on how the District's net position changed during the most recent fiscal year. This statement is presented using the accrual basis of accounting, which means that all of the current year revenues and expenses are taken into account regardless of when the cash is received or paid.

Both the Statement of Net Position and the Statement of Activities present information for the following:

- Government activities – This includes all of the District's emergency protection services which are primarily supported by property taxes.

The government-wide financial statements begin on page 8. The following is a summary of net position as of September 30, 2024, and September 30, 2023.

Table 1
Net Position

	2024	2023
Assets:		
Current & Other Assets	$ 8,873,811	$ 3,980,698
Capital Assets, Net	2,415,287	2,388,973
Total Assets	$11,289,098	$ 6,369,671
Deferred Outflows of Resources	$ 116,113	$ 73,107
Liabilities:		
Current Liabilities	$ 427,196	$ 191,378
Long term liabilities	4,029,265	768,237
Total Liabilities	$ 4,456,461	$ 959,615
Deferred Inflows of Resources	$ 37,007	$ 1,570
Net Position:		
Net Investment in Capital Assets	$ 1,772,681	$ 1,661,585
Unrestricted	5,139,062	3,820,008
Total Net Position	$ 6,911,743	$ 5,481,593

The following table is a summary of changes in net position for the years ended September 30, 2024 and 2023.

Table 2
Change in Net Position

	2024	2023
Revenues		
Operating Grants & Contributions	$ 60,974	$ 163,446
Property Taxes	924,985	887,307
Penalty/Interest	12,934	8,487
Sales Tax	2,854,344	2,258,345
Interest	86,326	17,368
Miscellaneous	11,096	205,537
Loss on Sale of Assets	-	(1,206)
Total Revenues	$3,950,659	$3,539,284
Expenses:		
General Government	$2,520,509	$1,761,807
Total Expense	$2,520,509	$1,761,807
Change in Net Postion	$1,430,150	$1,777,477
Net Position-Beginning of Year	5,481,593	3,704,116
Net Position-End of Year	$6,911,743	$5,481,593

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

The fund financial statements provide detailed information about the District's significant funds – not the District as a whole. The District's funds fall into one category – governmental funds.

The focus of the District's *governmental fund* is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the District's financing requirements. In particular, *unassigned fund balance* may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

The *governmental funds statements* provide a detailed short-term view of the government operations and the basic services it provided, and are reported on the modified accrual basis of accounting which focuses on available spendable resources. This allows the reader to evaluate the District's short-term financing requirements. Both the governmental fund *Balance Sheet* and the governmental fund *Statement of Revenues, Expenditures, and Changes in Fund Balances* provide a reconciliation to the government-wide financial statements.

The District adopts an annual budget for the general fund. A budgetary comparison statement has been provided to demonstrate compliance. The governmental fund financial statements begin on page 8, and the budgetary comparison schedule is on page 28.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 10 through 27 of this report.

General Fund Budgetary Highlights

The budgeted revenues were $126,804 less than actual revenues and budgeted expenses were $374,932 more than actual expenses for the year ended September 30, 2024. Actual results for expenditures were 12.22% less than budgeted expenditures, while the District's overall actual revenue were 3.32% more than budgeted.

Capital Assets

The District's investment in capital assets for its governmental activities as of September 30, 2024, amounts to $2,415,287 (net of accumulated depreciation). This investment in capital assets includes vehicles, machinery, equipment, and buildings.

Capital Assets
Governmental Activities
(net of depreciation)

	Balance 9/30/2024	Balance 9/30/2023
Land	$ 117,387	$ 111,969
Construction-in-Progress	76,620	65,524
Vehicles	905,681	844,157
Equipment	289,292	247,533
Buildings and Structures	1,692,243	1,619,923
Accumulated Depreciation	(665,936)	(500,133)
Governmental activities capital assets, net	$ 2,415,287	$ 2,388,973

Additional information on the District's capital assets can be found in Note 4 of this report.

Debt Administration

As of September 30, 2024, and September 30, 2023, the District was obligated on the following debt:

Outstanding Debt at Year-End

	09/30/2024	09/30/2023
Notes	$4,129,550	$ 727,388
Pension Liability	84,961	79,760
Compensated Absences	32,112	23,914
Total	$4,246,623	$ 831,062

The District incurred $27,299 in interest expense as of September 30, 2024. Additional information on the District's non-current liabilities can be found in Note 5 of this report.

Economic Factors and Next Year's Budgets and Rates

Williamson County ESD #7 is experiencing steady revenue growth due to ongoing development within the district. The transition of agricultural tracts into suburban developments continued throughout 2024, with significant projects such as the Palmer Ranch Subdivision and the Nolina Development along Ronald Reagan, south of FM 2338, breaking ground. This sustained growth is a positive indicator for the district's financial outlook. Additionally, the passage of the sales tax initiative for areas outside the City of Florence has further bolstered revenue, strengthening the district's financial position.

To meet the increasing demand for emergency services, ESD #7 has expanded its staffing to 8 full-time personnel per shift in 2024. Plans are underway for a third fire station near Ronald Reagan and Williams Drive, with an anticipated opening in 2026. This new facility is programed to house a ladder truck, a Type 6 NWCG brush engine (squad), ambulance and a district commander. Staff for this station will include five firefighters per shift, along with a shift district commander.

Meanwhile, the Florence and Andice fire stations are undergoing major renovations, with completion expected by July 2025. Additionally, the district is actively seeking land near FM 487 and CR 233 for the future construction of Fire Station #4, though no timeline has been established for this project.

As growth continues, the demand for emergency services will increase, placing additional strain on district resources. A key challenge remains the delay between property development and the collection of ad valorem tax revenue, which can take up to two years. For FY 24/25, Williamson County ESD #7 has adopted a voter-approved ad valorem tax rate of $0.10 per $100 of property valuation.

These strategic investments in staffing, infrastructure, and planning ensure the district remains prepared to serve its growing community effectively while maintaining fiscal responsibility.

Contacting the District's Financial Management

This financial report is designed to provide a general overview of the District's finances and to demonstrate the District's accountability for the money it receives from the citizens of the Williamson County Emergency Services District #7. If you have any questions about this report or need further information, contact the Williamson County Emergency Services District #7, P.O. Box 523, Florence, TX 76527, or call 254-793-2591.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 7
GOVERNMENTAL FUND BALANCE SHEET AND
STATEMENT OF NET POSITION
SEPTEMBER 30, 2024

	General Fund	Adjustments (Note 9)	Statement of Net Position
ASSETS			
Cash	$ 8,241,153	$ -	$ 8,241,153
Property Taxes Receivable	28,116	-	28,116
Accounts Receivable	585,690	-	585,690
Other Receivable	18,852	-	18,852
Capital Assets (net of accumulated depreciation)	-	2,415,287	2,415,287
TOTAL ASSETS	$ 8,873,811	$ 2,415,287	$ 11,289,098
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Pension Amounts	$ -	$ 116,113	$ 116,113
TOTAL DEFERRED OUTFLOWS OF RESOURCES	$ -	$ 116,113	$ 116,113
LIABILITIES			
Accounts Payable	$ 136,607	$ -	$ 136,607
Accrued Payroll/Liabilities	57,175	-	57,175
Accrued Interest Payable	-	16,056	16,056
Long Term Liabilities - Due within one year	-	217,358	217,358
Long Term Liabilities - Due after one year	-	4,029,265	4,029,265
TOTAL LIABILITIES	$ 193,782	$ 4,262,679	$ 4,456,461
DEFERRED INFLOWS OF RESOURCES			
Property Taxes	$ 28,116	$ (28,116)	$ -
Deferred inflows related to pensions	-	37,007	37,007
Deferred inflows related to TAFMS	18,852	(18,852)	-
TOTAL DEFERRED INFLOWS OF RESOURCES	$ 46,968	$ (9,961)	$ 37,007
FUND BALANCES/NET POSITION			
Fund balances:			
Non-Spendable	-		
Committed	-		
Assigned	-		
Unassigned	8,633,061		
TOTAL FUND BALANCES	8,633,061		
TOTAL LIABILITIES AND FUND BALANCES	8,873,811		
Net Position:			
Net investment in capital assets		1,772,681	1,772,681
Unrestricted		5,139,062	5,139,062
Restricted		-	-
TOTAL NET POSITION		$ 6,911,743	$ 6,911,743

See Accompanying Notes to the Financial Statements

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 7
GOVERNMENTAL FUND REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
AND STATEMENT OF ACTIVITIES
FOR THE YEAR ENDING SEPTEMBER 30, 2024

	General Fund	Adjustments (Note 9)	Statement of Activities
EXPENDITURES/EXPENSES			
Apparatus	$ 86,951	$ -	$ 86,951
Utilities	22,078	-	22,078
Maintenance and Repairs	26,714	-	26,714
Professional Fees	118,890	-	118,890
Office Expenses/Postage	12,261	-	12,261
Insurance	68,626	-	68,626
Appraisal District & Tax Collector Fees	5,493	-	5,493
Fire Equipment & Supplies	210,593	-	210,593
Communications	10,817	-	10,817
EMS	9,696	-	9,696
Training	38,928	-	38,928
Miscellaneous	51,017	-	51,017
Personnel	1,589,633	5,830	1,595,463
Capital Outlay	210,716	(210,716)	-
Depreciation	-	184,403	184,403
Debt Service:			
Debt Issue Costs	42,214	-	42,214
Principal	161,402	(161,402)	-
Interest	27,299	9,066	36,365
Total expenditures/expenses	$ 2,693,328	$ (172,819)	$ 2,520,509
PROGRAM REVENUES			
Grants/Contributions	$ 42,122	$ 18,852	$ 60,974
Net program expense			2,459,535
GENERAL REVENUES			
Ad valorem taxes	$ 938,371	$ (13,386)	$ 924,985
Penalties and Interest	12,934	-	12,934
Sales Tax	2,854,344	-	2,854,344
Interest income	86,326	-	86,326
Miscellaneous	11,096	-	11,096
Total general revenues	$ 3,903,071	$ (13,386)	$ 3,889,685
Excess (Deficiency) of revenues over expenditures	$ 1,251,865	$ (1,251,865)	$ -
OTHER FINANCING SOURCES/(USES):			
Financing Proceeds	$ 3,563,564	$ (3,563,564)	$ -
Total Other Financing Sources/(Uses):	$ 3,563,564	$ (3,563,564)	$ -
Net Change in Fund Balance	4,815,429	(4,815,429)	-
Change in Net Position	$ -	$ 1,430,150	$ 1,430,150
Fund Balance/Net Position Beginning of the year	3,817,632	1,663,961	5,481,593
End of the year	8,633,061	(1,721,318)	6,911,743

See Accompanying Notes to the Financial Statements

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements for the District have been prepared in accordance with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the standard-setting body for governmental accounting and financial reporting. The GASB periodically updates its codification of the existing Governmental Accounting and Financial Reporting Standards which, along with subsequent GASB pronouncements (Statements and Interpretations), constitutes GAAP for governmental units. More significant of these accounting policies are described below.

REPORTING ENTITY

The Williamson County Emergency Services District No. 7 (the District) was created by Article III, Section 48-e of the Constitution of Texas as proposed by SJR, No. 27, Acts of the 70th Legislature, Regular Session 1987, and adopted by the voters at an election held on February 15, 2005, to protect life and property from fire and to conserve natural and human resources. The District's governing body consist of a Board of Commissioners appointed by the Williamson County Commissioners Court.

In evaluating how to define the government, for financial reporting purposes, management has considered all potential component units. The decision to include a potential component unit in the reporting entity was made by applying the criteria set forth in GAAP. The basic - but not the only - criterion for including a potential component unit with the reporting entity is the governing body's ability to exercise oversight responsibility. The most significant manifestation of this ability is financial interdependency. Other manifestations of the ability to exercise oversight responsibility include, but are not limited to, the selection of governing authority, the designation of management, the ability to significantly influence operations, and accountability for fiscal matters. A second criterion used in evaluating potential component units is the scope of public service. Application of this criterion involves considering whether the activity benefits the government and/or its citizens, or whether the activity is conducted within the geographic boundaries of the government and is generally available to its citizens. A third criterion used to evaluate potential component units for inclusion or exclusion from the reporting entity is the existence of special financing relationships, regardless of whether the government is able to exercise oversight responsibilities. Based upon the application of these criteria, no potential component units appear to exist.

BASIS OF PRESENTATION

Basic Financial Statements

GASB sets forth minimum criteria for the determination of major funds based on a percentage of the assets, liabilities, revenues or expenditures/expenses or either fund category or governmental and enterprise combined. Due to the fund structure of the District, all funds have been classified as major funds. As a part of this Statement, there is a reporting requirement regarding the local government's infrastructure (road, bridges, etc.) The District does not own any infrastructure assets and therefore is unaffected by this requirement.

The basic financial statements include both government-wide (based on the District as a whole) and fund financial statements. The reporting model focus is on either the District as a whole or major individual funds

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

(within the fund financial statements). In the government-wide Statement of Net Position, the governmental activities column is presented on a consolidated basis by column, and are reflected on a full accrual, economic resources basis, which incorporates long-term assets and receivables as well as long-term debt and obligations. The District does not have any fiduciary activities.

The government-wide Statement of Activities reflects both the gross and net cost per functional category which are otherwise being supported by general government revenues. The Statement of Activities reduces gross expenses (including depreciation) by related program revenues, operating and capital grants. The program revenues must be directly associated with the function. The net cost by function is normally covered by general revenues (intergovernmental revenues, interest income, etc).

The District does not currently employ indirect cost allocation systems.

The government-wide focus is more on the sustainability of the District as an entity and the change in aggregate financial position resulting from the activities of the fiscal period. The governmental fund statements are presented on a current financial resource and modified accrual basis of accounting. This presentation is deemed appropriate to (a) demonstrate legal compliance, (b) demonstrate the source and use of liquid resources, and (c) demonstrate how the District's actual experience conforms to the budget or fiscal plan.

GASB provides that for governments engaged in a single governmental program, the fund financial statements and the government-wide statements may be combined. The District presents the general fund in the first column. The next column is an adjustments column. It reconciles the amounts reported in the governmental funds to show how each would change when reported on the full-accrual basis of accounting. The last column of these combination statements shows the amounts that normally would appear in the government-wide statements.

Fund Accounting

Fund financial statements of the reporting entity are organized into funds, each of which is considered to be separate accounting entities. Each fund is accounted for by providing a separate set of self-balancing accounts that constitute its assets, liabilities, fund equity, revenues, and expenditure/expenses. A fund is considered major if it is the primary operating fund of the District or meets the following criteria:

a. Total assets, liabilities, revenues, or expenditures/expenses of that individual governmental fund are at least 10 percent of the corresponding total for all funds of that category or type; and

b. Total assets, liabilities, revenues, or expenditures/expenses of the individual governmental fund are at least 5 percent of the corresponding total for all governmental funds combined.

The focus of Governmental Fund measurement (in the Fund Financial Statements) is based upon determination of financial position and changes in financial position (sources, uses, and balances of financial resources) rather than upon net income. The District reports the following major governmental funds:

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

General Fund

The General Fund is the primary operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

BASIS OF ACCOUNTING

Basis of accounting refers to the point at which revenues or expenditures/expenses are recognized in the accounts and reported in the financial statements. It relates to the timing of the measurements made, regardless of the measurement focus applied.

The government-wide financial statements are presented on an accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used. Revenues, expenses, gains, losses, assets, and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place.

Governmental fund financial statements are reported using the current financial resources measurement focus and are accounted for using the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual; i.e., when they become both measurable and available. "Measurable" means the amount of the transaction can be determined and "available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. The District considers all revenues as available if they are collected within 60 days after year-end. Expenditures are recorded when the related fund liability is incurred.

In applying the "susceptible to accrual" concept to intergovernmental revenues, the provider should recognize liabilities and expenses and the recipient should recognize receivables and revenues when the applicable eligibility requirements including time requirements, are met. Resources transmitted before the eligibility requirements are met, under most circumstances, should be reported as advances by the provider and deferred revenue by the recipient.

BUDGETS

The District follows these procedures in establishing the budget reflected in the financial statements:

1. Prior to the beginning of each fiscal year, the District prepares a budget. The operating budget includes proposed expenditures and the means of financing those expenditures and is prepared in accordance with the basis of accounting utilized by that fund.

2. Public meetings are conducted at which all interested persons' comments concerning the budget are heard. After such meetings, the Board of Commissioners formally adopts the budget through passage of a motion in a public meeting.

3. The District amends the budget throughout the year approving such additional expenses. The original and final amended budgets are used in presenting the Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

4. All annual appropriations lapse at fiscal year-end.

DEFERRED OUTFLOWS AND INFLOWS OF RESOURCES

The District adopted GASB Statement No. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position,* which provides guidance for reporting the financial statement elements of deferred outflows of resources, which represent the consumption of the District's net position that is applicable to a future reporting period, and deferred inflows of resources, which represent the District' acquisition of net position applicable to a future reporting period.

The District adopted GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities,* which establishes accounting and financial reporting standards that reclassify, as deferred outflows of resources or deferred inflows of resources, certain items that were previously reported as assets and liabilities and recognizes, as outflows of resources or inflows of resources, certain items that were previously reported as assets and liabilities.

CASH AND CASH EQUIVALENTS

The District's cash and cash equivalents are considered to be cash on hand and demand deposits.

AD VALOREM PROPERTY TAXES

Delinquent taxes are prorated based on rated adopted for the year of the levy. Allowances for uncollectibles within the General Fund are based upon historical experience in collecting property taxes. Uncollectible personal property taxes are periodically reviewed and written off, but the District is prohibited from writing off real property taxes without specific statutory authority from the Texas Legislature. There were no allowance for uncollectible property taxes as of September 30, 2024.

CAPITAL ASSETS

The accounting treatment over property, plant, and equipment (capital assets) depends on whether the assets are reported in the government-wide or fund financial statements.

Government-wide Statements

In the government-wide financial statements, fixed assets are accounted for as capital assets. Property, plant, and equipment purchased or acquired is carried at historical cost or estimated historical cost. Contributed assets are recorded at the fair market value as of the date received. Additions, improvements, and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred.

Additions, improvements, and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expenses as incurred.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Depreciation of all exhaustible capital assets is recorded as an allocated expense in the Statement of Activities, with accumulated depreciation reflected in the Statement of Net Position. Depreciation on all assets is provided on the straight-line basis over the estimated useful lives with no salvage value. The range of estimated useful lives by type of asset is as follows:

Vehicles	5-10 years
Other Equipment	5-20 years

The District does not own any infrastructure assets or have any leases required to be reported under GASB 87.

Fund Financial Statements

In the fund financial statements, capital assets are accounted for as capital outlay expenditures of the governmental fund upon acquisition.

EQUITY CLASSIFICATIONS

Government-wide Statements

Equity is classified as net position and displayed in three components:

a. Net Investment in capital assets– Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

b. Restricted net position – Consists of net position with constraints placed on the use either by (1) external groups such as creditors, grantors, contributors, or laws or regulation of other government; or (2) law through constitutional provisions or enabling legislation.

c. Unrestricted net position – All other net position that do not meet the definition of "restricted" or "net investment in capital assets."

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed.

Fund Financial Statements

Governmental fund equity is classified as fund balance. Fund balance is further classified as non-spendable or spendable with spendable being further classified into restricted, committed, assigned or unassigned.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

COMPENSATED ABSENCES

The District's policies regarding vacation time permit employees to accumulate earned but unused vacation leave. As of the year end, the liability for accrued vacation reflects that time earned by the employees in the current year. The liability for these compensated absences is recorded as long-term debt in the government-wide statements.

PENSIONS

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Pension Plan and additions to/deductions from the Pension Plan's fiduciary net position have been determined on the same basis as they are reported by Texas County & District Retirement System (TCDRS). For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

RISK MANAGEMENT

The District is exposed to various risks of losses related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The District purchases its insurance from regular commercial companies. As of September 30, 2024, no claims or losses have been incurred that were not covered by insurance. There is no liability due to any claim or suit having ever been filed.

USE OF ESTIMATES

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities as of the date of the financial statements and the reported amounts of income and expenses during the period. Operating results in the future could vary from the amounts derived from management's estimates.

DEFERRED OUTFLOWS/INFLOWS OF RESOURCES

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources,* represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS

In June 2022, the GASB issued Statement No. 101, *Compensated Absences*, effective for fiscal years beginning after December 15, 2023. The objective of this Statement is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. That objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures. Management is evaluating the effects that the full implementation of GASB Statement No. 101 will have on its financial statements for the year ended September 30, 2025.

NOTE 2: DEPOSITS, SECURITIES, AND INVESTMENTS

Deposits were with a contracted depository bank, VeraBank N.A.. As of September 30, 2024, the carrying amount of the District's deposits was $8,241,153 and the bank balance was $8,260,859. As of year-end, deposits exceeded FDIC coverage by $8,010,859 however; difference was collateralized with pledged securities of $8,043,795 (Category 2).

The collateral pledged is represented by specific identifiable investment securities and classified as to credit risk by the three categories described below:

Category 1 - Insured by FDIC or collateralized with securities held by the District or by its agent in its name.
Category 2 - Uninsured but collateralized with securities held by the pledging financial institution's trust department or agent in the District's name.
Category 3 - Uncollateralized.

NOTE 3: PROPERTY TAXES

The District property tax is levied each October 1 on the assessed value listed as of the previous January 1 for all real property located in the District. The District's property tax is levied each October 1 on the assessed value listed as of the prior January 1 for all real and business personal property located in the District. An enforceable lien is attached to the property as of January 1. The assessed value of the roll as of January 1, 2023, upon which the 2023 levy was based, was $1,137,378,352 as certified by the Williamson County Central Appraisal District.

Taxes are due by January 31 following the October 1 levy date. The total 2023 levy was $911,791 and the tax rate was $0.080166 per $100 assessed valuation. Property taxes are considered fully collectible and therefore no allowance for uncollectible taxes is provided.

NOTE 4: CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2024, was as follows:

	Balance 9/30/2023	Additions/ Completions	Retirements/ Adjustments	Balance 9/30/2024
Governmental Activities:				
Capital assets not being depreciated:				
Land	111,969	5,418	-	117,387
Construction in Progress	65,524	72,620	(61,524)	76,620
Total capital assets not being depreciated	177,493	78,038	(61,524)	194,007
Capital assets, being depreciated:				
Vehicles	844,157	61,524	-	905,681
Equipment	247,533	60,359	(18,600)	289,292
Building	1,619,923	72,320	-	1,692,243
Total capital assets being depreciated	2,711,613	194,203	(18,600)	2,887,216
Total capital assets	2,889,106	272,241	(80,124)	3,081,223
Less accumulated depreciation:	(500,133)	(184,403)	18,600	(665,936)
Total capital assets, net of depreciation	2,211,480	9,800	-	2,221,280
Governmental activities capital assets, net	2,388,973	87,838	(61,524)	2,415,287

Current year depreciation expense was $184,403.

The District received a donation of land and building from the City of Florence. In the terms of the agreement the property will revert back to the City if the District discontinues use of the property from its primary purpose, a fire station and secondary purpose as District offices.

NOTE 5: LIABILITIES

Transactions for the year ended September 30, 2024, are summarized as follows:

	Balance 09/30/2023	Additions	Payments	Balance 09/30/2024	Due within one year
Government Capital #8072	607,529	-	32,091	575,438	33,329
Government Capital #9655	28,326	-	9,141	19,185	9,433
Government Capital #9983	91,533	-	21,542	69,991	22,429
Government Capital #10695	-	1,024,140	98,628	925,512	72,220
Government Capital #10806	-	2,539,424	-	2,539,424	79,947
Total Notes	$ 727,388	$3,563,564	$ 161,402	$4,129,550	$ 217,358
Pension Liability	79,760	5,201	-	84,961	-
Compensated Absences	23,914	8,198	-	32,112	-
Total Governmental	$ 831,062	$3,576,963	$ 161,402	$4,246,623	$ 217,358

NOTE 5: LIABILITIES (continued)

Annual payments required are as follows:

Year Ending September 30	Principal	Interest	Total
2025	$ 217,358	$ 174,924	$ 392,282
2026	359,564	76,591	436,155
2027	275,877	150,258	426,135
2028	262,667	138,266	400,933
2029	274,212	126,722	400,934
2030-2034	1,563,303	441,366	2,004,669
2035-2039	1,176,569	134,835	1,311,404
Total	$4,129,550	$1,242,962	$5,372,512

The District entered into a loan agreement for the financing of the construction of a new fire station (Andice Station), pledging tax revenue as security, for $765,000, at 3.80% for 20 years. Payments $27,440 are made semi-annual beginning July 1, 2018 until January 1, 2038.

The District entered into a loan agreement for the financing of equipment, pledging tax revenue as security, for $45,750, at 3.20% for 5 years. Payments of $10,047 are made annually beginning October 6, 2022 until October 6, 2026.

The District entered into a loan agreement for the financing of equipment, pledging tax revenue as security, for $112,310, at 3.90% for 5 years. Payments of $25,157 are made annually beginning July 1, 2022 until July 1, 2027.

In the current fiscal year, the District entered into a loan agreement for the financing of equipment, pledging tax revenue as security, for $1,024,140, at 5.40% for 10 years. Payments of $122,197 are made annually beginning July 30, 2025 until July 30, 2034.

In the current fiscal year, the District entered into a loan agreement for the financing of the construction of a new fire station, pledging tax revenue as security, for $2,539,424, at 3.94% for 5 years. Payments of $223,856 are made annually beginning October 30, 2025 until October 30, 2038.

Compensated absences represent the estimated liability for employees' accrued vacation for which employees are entitled to be paid upon termination. The retirement of this liability is paid from the General Fund.

NOTE 6: ACCOUNTS RECEIVABLE

Accounts receivable at year end consist of the following:

Sales Tax	$585,690
Grant Receivable	18,852
Total	$604,542

NOTE 7: PENSION

Plan Description. Williamson County Emergency Services District #7 participates in the Texas County & District Retirement System (TCDRS), which is a statewide, agent multiple-employer, public employee retirement system.

a. A brief description of benefit terms:
   1) All full- and part-time non-temporary employees participate in the plan, regardless of the number of hours they work in a year. Employees in a temporary position are not eligible for membership.
   2) The plan provides retirement, disability and survivor benefits.
   3) TCDRS is a savings-based plan. For the district's plan, 7% of each employee's pay is deposited into his or her TCDRS account. By law, employee accounts earn 7% interest on beginning of year balances annually. At retirement, the account is matched at an employer set percentage (current match is 200%) and is then converted to an annuity.
   4) There are no automatic COLAs. Each year, the district may elect an ad hoc COLA for its retirees (if any). There are two COLA types, each limited by actual inflation.
   5) Benefit terms are established under the TCDRS Act. They may be amended as of Jan. 1 each year, but must remain in conformity with the Act.
b. Membership information is shown in the chart below.
c. The district's contribution rate is calculated annually on an actuarial basis, although the employer may elect to contribute at a higher rate. The Williamson County Emergency Services District #7 contribution rate is based on the TCDRS funding policy adopted by the TCDRS Board of Trustees and must conform with the TCDRS Act. The employee contribution rates are set by the district and are currently 7%. Contributions to the pension plan from the district for 2023 are shown in the Schedule of Employer Contributions.
d. The most recent comprehensive annual financial report for TCDRS can be found at the following link, www.tcdrs.org.

Employee membership data related to the Plan, as of the valuation date of December 31, 2023, was as follows:

Members	Dec. 31, 2022	Dec. 31, 2023
Number of inactive employees entitled to but not yet receiving benefits	13	19
Number of active employees	24	23
Average monthly salary:	$3,490	$3,810
Average age:	34.32	38.21
Average length of service in years:	4.62	7.09

Inactive Employees (or their Beneficiaries) Receiving Benefits		
Number of benefit recipients:	0	0
Average monthly benefit:	$0	$0

NOTE 7: PENSION (continued)

Net Pension Liability

The District's net pension liability was measured as of December 31, 2023, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date.

Actuarial Assumptions. The total pension liability in the December 31, 2023, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Valuation Timing Actuarially determined contribution rates are calculated on a calendar year basis as of December 31, two years prior to the end of the fiscal year in which the contributions are reported.

Actuarial Cost Method Entry Age (level percent of play)

Amortization Method

Recognition of economic/demographic gains or losses
Straight-Line amortization over Expected Working Life

Recognition of assumptions changes or inputs
Straight-Line amortization over Expected Working Life

Asset Valuation Method

Smoothing period	5 years
Recognition method	Non-asymptotic
Corridor	None

Inflation 2.50%

Salary Increases The annual salary increase rates assumed for individual members vary by length of service and by entry-age group. The annual rates consist of a general wage inflation component of 3.00% (made up of 2.50% inflation and 0.5% productivity increase assumptions) and a merit, promotion and longevity component that on average approximates 1.7% per year for a career employee.

Investment Rate of Return 7.60%

Cost-of-Living Adjustments Cost-of-Living Adjustments for Williamson County Emergency Services District #7 are not considered to be substantively automatic under GASB 68. Therefore, no assumption for future cost-of-living adjustments is included in the GASB calculations. No assumption for future cost-of-living adjustments is included in the funding valuation.

Retirement Age Deferred members are assumed to retire (100% probability) at the later of: a) age 60 b) earliest retirement eligibility.

(For all eligible members ages 75 and later, retirement is assumed to occur immediately.)

Turnover New employees are assumed to replace any terminated members and have similar entry ages.

Mortality

Depositing members	135% of Pub-2010 General Employees Amount-Weighted Mortality Table for males and 120% Pub-2010 General Employees Amount-Weighted Mortality Table for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.
Service retirees, beneficiaries and non-depositing members	135% of Pub-2010 General Retirees Amount-Weighted Mortality Table for males and 120% Pub-2010 General Retirees Amount-Weighted Mortality Table for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.
Disabled retirees	160% of Pub-2010 General Disabled Retirees Amount-Weighted Mortality Table for males and 125% Pub-2010 General Disabled Retirees Amount-Weighted Mortality Table for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.

NOTE 7: PENSION (continued)

Long-Term Expected Rate of Return

The long-term expected rate of return on TCDRS assets is determined by adding expected inflation to expected long-term real returns, and reflecting expected volatility and correlation. The capital market assumptions and information shown below are provided by TCDRS' investment consultant, Cliffwater LLC. The numbers shown are based on January 2024 information for a 10-year time horizon.

Note that the valuation assumption for long-term expected return is reassessed at a minimum of every four years and is set based on a long-term time horizon. The TCDRS Board of Trustees adopted the current assumption at their March 2021 meeting. The assumption for the long-term expected return is reviewed annually for continued compliance with the relevant actuarial standards of practice. Milliman relies on the expertise of Cliffwater in this assessment.

Asset Class	Benchmark	Target Allocation(1)	Geometric Real Rate of Return (2)
US Equities	Dow Jones US Total Stock Market Index	11.50%	4.75%
Global Equities	MSCI World (net) Index	2.50%	4.75%
Int'l Equities – Developed Markets	MSCI World Ex USA (net) Index	5.00%	4.75%
Int'l Equities – Emerging Markets	MSCI Emerging Markets (net) Index	6.00%	4.75%
Investment-Grade Bonds	Bloomberg U.S. Aggregate Bond Index	3.00%	2.35%
Strategic Credit	FTSE High-Yield Cash-Pay Capped Index	9.00%	3.65%
Direct Lending	Morningstar LTSA US Leveraged Loan TR Index	16.00%	7.25%
Distressed Debt	Cambridge Associates Distressed Securities Index (3)	4.00%	6.90%
REIT Equities	67% FTSE NAREIT All Equity REITs Index +33% Global REIT (net) Index	2.00%	4.10%
Master Limited Partnerships (MLPs)	Alerian MLP Index	2.00%	5.20%
Private Real Estate Partnerships	Cambridge Associates Real Estate Index(4)	6.00%	5.70%
Private Equity	Cambridge Associates Global Private Equity & Venture Capital Index(5)	25.00%	7.75%
Hedge Funds	Hedge Fund Research, Inc. (HFRI) Fund of Funds Composite Index	6.00%	3.25%
Cash Equivalents	90-Day U.S. Treasury	2.00%	0.60%

(1) Target asset allocation adopted at the March 2024 TCDRS Board meeting.
(2) Geometric real rates of return equal the expected return for the asset class minus the assumed inflation rate of 2.2% per Cliffwater's 2024 capital market assumptions.
(3) Includes vintage years 2005-present of Quarter Pooled Horizon IRRs.
(4) Includes vintage years 2007-present of Quarter Pooled Horizon IRRs.
(5) Includes vintage years 2006-present of Quarter Pooled Horizon IRRs.

NOTE 7: PENSION (continued)

Net Pension Liability / (Asset)

Net Pension Liability / (Asset)	December 31, 2022	December 31, 2023
Total pension liability	$224,562	$365,003
Fiduciary net position	144,803	280,042
Net pension liability / (asset)	79,760	84,961
Fiduciary net position as a % of total pension liability	64.48%	76.72%
Pensionable covered payroll (1)	$748,698	$928,898
Net pension liability as a % of covered payroll	10.65%	9.15%

The total pension liability was determined by an actuarial valuation as of the valuation date, calculated based on the discount rate and actuarial assumptions below.

Note: Rounding differences may exist above or in other tables in this report.

(1) Payroll is calculated based on contributions as reported to TCDRS.

Discount Rate		
Discount rate(2)	7.60%	7.60%
Long-term expected rate of return, net of investment expense(2)	7.60%	7.60%
Municipal bond rate(3)	Does not apply	Does not apply

(2) *This rate reflects the long-term rate of return funding valuation assumption of 7.50%, plus 0.10% adjustment to be gross of administrative expenses as required by GASB 68.*

(3) *The plan's fiduciary net position is projected to be available to make all projected future benefit payments of current active, inactive, and retired members. Therefore, the discount rate for calculation the total pension liability is equal to the long-term expected rate of return, and the municipal bond rate does not apply.*

NOTE 7: PENSION (continued)

Changes in Net Pension Liability / (Asset)

Changes in Net Pension Liability/(Asset)	Total Pension Liability (a)	Fiduciary Net Position (b)	Net Pension Liability/(Asset) (a) – (b)
Balances as of December 31, 2022	$224,562	$144,803	$79,760
Changes for the year:			
Service cost	122,157		122,157
Interest on total pension liability[1]	25,713		25,713
Effect of plan changes[2]	49,797		49,797
Effect of economic/demographic gains or losses	(40,120)		(40,120)
Effect of assumptions changes or inputs	0		0
Refund of contributions	(17,106)	(17,106)	0
Benefit payments	0	0	0
Administrative expenses		(146)	85
Member contributions		65,023	(65,023)
Net investment income		17,029	(17,029)
Employer contributions		64,743	(64,743)
Other[3]	0	5,698	(5,698)
Balances as of December 31, 2023	$365,003	$280,042	$84,961

(1) Reflects the change in the liability due to the time value of money. TCDRS does not charge fees or interest.

(2) Reflects plan changes adopted effective in 2024.

(3) Relates to allocation of system-wide items.

Sensitivity Analysis

The following presents the net pension liability of the district, calculated using the discount rate of 7.60%, as well as what the ESD net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the current rate.

	1% Decrease 6.60%	Current Discount Rate 7.60%	1% Increase 8.60%
Total Pension Liability	$446,782	$365,003	$300,647
Fiduciary Net Position	280,042	280,042	280,042
Net pension liability/(asset)	$166,740	$84,961	$20,605

NOTE 7: PENSION (continued)

As of September 30, 2024, the deferred inflows and outflows of resources are as follows:

Deferred Inflows/Outflows of Resources

	Deferred Inflows of Resources	Deferred Outflows of Resources
Differences between expected and actual experience	$36,597	$9,965
Changes of assumption	410	1,927
Net difference between projected and actual earnings	0	7,776
Contributions made subsequent to measurement date	N/A	96,445
Totals	$37,007	$116,113

The $116,113 reported as deferred outflows of resources related to pension resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended September 30, 2025. The remaining amounts currently reported as deferred outflows of resources related to pensions will be recognized in pension expenses as follows:

Year ended September 30:	
2025	$(891)
2026	(991)
2027	149
2028	(3,599)
2029	(3,277)
Thereafter(1)	(8,730)

(1) Total remaining balance to be recognized in future years, if any. Note that additional future deferred inflows and outflows of resources may impact these numbers.

Payable to the Pension Plan

The District reported a payable of $13,533 for the outstanding amount of employer and employee contributions to the pension plan required for the year ended September 30, 2024.

NOTE 8: FUND BALANCE CLASSIFICATION

The District complies with GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, which establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds. Those fund balance classifications are described below.

Non-spendable - Amounts that cannot be spent because they are either not in a spendable form or are legally or contractually required to be maintained intact.

NOTE 8: FUND BALANCE CLASSIFICATION (continued)

Restricted - Amounts that can be spent only for specific purposes because of constitutional provisions, or enabling legislation, or because of constraints that are externally imposed by creditors, grantors, contributors, or the laws or regulations of other governments.

Committed - Amounts that can only be used for specific purpose pursuant to approval by formal action by the Board. The Board is the highest level of decision-making authority for the District. Commitments may be established, modified, or rescinded only through resolutions approved by the Board.

Assigned - For the General Fund, amounts that are appropriated by the Board or Board designee that are to be used for specific purposes. For all other governmental funds, any remaining positive amounts not previously classified as non-spendable, restricted, or committed.

Unassigned - Amounts that are available for any purpose; these amounts can be reported only in the District's General Fund.

The detail of the fund balance is included in the Governmental Fund Balance Sheet on page 8.

Fund balance of the District may be committed for a specific purpose by formal action of the Board, the District's highest level of decision-making authority. Commitments may be established, modified, or rescinded only through a resolution approved by the Board. The Board has delegated the authority to assign fund balance for a specific purpose to the District's Chief or Assistant Chief.

In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended is as follows: restricted fund balance, committed fund balance, assigned fund balance, and lastly, unassigned fund balance.

As of September 30, 2024, the District has not adopted a minimum fund balance policy.

NOTE 9: EXPLANATION OF DIFFERENCES BETWEEN GOVERNMENTAL FUND AND GOVERNMENT-WIDE STATEMENTS

Differences between the Governmental Fund Balance Sheet and the Statement of Net Position:

The differences (as reflected in the adjustments column) primarily result from the long-term economic resources focus of the statement of net position versus the current financial resources focus of the governmental fund balance sheet.

When capital assets (land, buildings, equipment) that are to be used in governmental activities are purchased or constructed, the costs of those assets are reported as expenditures in governmental funds. However, the statement of net position includes those capital assets among the assets of the District as a whole.

Cost of capital assets	$3,081,223
Accumulated Depreciation	(665,936)
	$2,415,287

The statement of net position includes as Deferred Outflows of Resources are amounts that are permitted to be recognized as part of pension expense over a period of years in the governmental funds.

Deferred Outflows of Resources	$116,113

Interest on long-term debt is not accrued in governmental funds, but rather is recognized as an expenditure when due.

Accrued interest payable	$16,056

Long-term liabilities applicable to the district's governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities. All liabilities – both current and long-term—are reported in the statement of net assets.

Due within one year	$217,358
Due after one year	4,029,265

Taxes receivable and interlocal agreement (county) are offset by deferred revenues in the governmental funds and thus are not included in fund balance.

Property Taxes	$(28,116)

Certain liabilities are not due and payable in the current period and therefore are not reported in the funds.

Deferred Inflows of Resources	$37,007

Receivables are offset by deferred revenues in the governmental funds and thus are not included in fund balance.

Deferred inflows related to TAFMS	($18,852)

Differences between the Governmental Fund Operating Statement and the Statement of Net Activities:

The differences (as reflected in the adjustments column) arise primarily from the long-term economic resources focus of the statement of activities versus the current financial resources focus of the governmental funds.

Some expenses reporting in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.

Adjustment for Compensated Leave	$8,198
Adjustment for Pension Liability	5,201
Change in Deferred Inflows/Outflows related to Pension	(7,569)
Total adjustment	$5,830

When capital assets that to be used in governmental activities are purchased or constructed, the resources expended for those assets are reported as expenditures in governmental funds. However, in the statement of activities the cost of those assets, or fair market value of donated assets, is allocated over their estimated useful lives and reported as depreciation expense.

Capital Outlay	$(210,716)
Depreciation Expense	184,403

NOTE 9: EXPLANATION OF DIFFERENCES BETWEEN GOVERNMENTAL FUND AND GOVERNMENT-WIDE STATEMENTS (continued)

Repayment of capital lease obligations is reported as an expenditure in governmental funds. For the district as a whole, however, the principal payments reduce the liabilities in the statement of net assets and do not result in an expense in the statement of activities.

Payment of Principal	$(161,402)

Interest expense in the statement of activities differs from the amount reported in governmental funds because additional accrued interest was calculated for capital lease obligations.

Change in accrued interest payable	$9,186

Because some property taxes will not be collected for several months after the district's year end, they are not considered as "available" revenues in the governmental funds.

Adjustment for property taxes collected after year-end	$(13,386)

Revenues in the Statement of Activities that do not provide current financial resources are not reported as revenues in the funds.

Grants/Contributions	$18,852

The issuance of long-term debt provides current financial resources to the governmental funds, however, this has no effect of net position. The amount is the net effect of these differences in the treatment of long-term debt and related items.

Financing Proceeds	$(3,563,564)

NOTE 10: DATE OF MANAGEMENT'S REVIEW

Management has evaluated subsequent events through the date the financial statements were available to be issued.

NOTE 11: COMMITMENT

The District entered into an agreement with Williamson County whereby the County paid $300,000 towards the construction cost of the Andice station. Under this agreement the District will provide to the County housing bay for one EMS response vehicle and housing (bedroom, office, and storage) for EMS personnel for an unspecified time at no additional future cost. The County may terminate this agreement without cause upon a 90-day notice. The District may terminate this agreement after 5 years from the date of final completion of the station with or without cause with 180 days written notice. Under the terms of the agreement should the District terminate this agreement prior to the 5-year period the District would have to repay the $300,000. If beginning in the sixth year the District terminates, only $150,000 would be repaid and a credit of $30,000/year would be granted for years 7-10, that after the 10th year no repayment would be required. The District currently does not expect to terminate this agreement, and no liability has been established.

The District entered into an interlocal agreement with Travis County Emergency Services District No. 1 for them to provide the District with management services for $20,000 per month beginning August 12, 2024 and ending November 11, 2024. For the year ending September 30, 2024, the total amount paid was $30,000.

Required Supplemental Information

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 7
GOVERNMENTAL FUND REVENUES, EXPENDITURES, AND
BUDGET TO ACTUAL COMPARISON - GENERAL FUND
FOR THE YEAR ENDING SEPTEMBER 30, 2024

	Budget		Actual Amounts Budgetary Basis	Variance Favorable/ (Unfavorable)
	Original	Final		
GENERAL REVENUES				
Ad Valorem Taxes	$ 912,312	$ 941,000	$ 938,371	(2,629)
Penalty & Interest	-	12,000	12,934	934
Sales Tax	2,068,360	2,765,800	2,854,344	88,544
Interest Income	12,589	62,589	86,326	23,737
Grants/Contributions	27,000	27,000	42,122	15,122
Miscellaneous	17,000	10,000	11,096	1,096
Total General Revenues	$ 3,037,261	$ 3,818,389	$ 3,945,193	126,804
EXPENDITURES/EXPENSES				
Apparatus	$ 126,600	$ 128,965	$ 86,951	$ 42,014
Utilities	31,200	32,450	22,078	10,372
Maintenance and Repairs	13,000	102,600	26,714	75,886
Professional Fees	72,000	151,300	118,890	32,410
Office Expense/Postage	3,900	13,900	12,261	1,639
Insurance	144,968	76,552	68,626	7,926
Appraisal District & Tax Collector Fees	10,000	18,500	5,493	13,007
Fire Equipment & Supplies	211,800	260,500	210,593	49,907
Communications	51,000	51,000	10,817	40,183
EMS	15,500	15,500	9,696	5,804
Training	22,000	40,850	38,928	1,922
Miscellaneous	21,800	25,950	51,017	(25,067)
Personnel	1,765,250	1,731,070	1,589,633	141,437
Capital Outlay	123,200	131,200	210,716	(79,516)
Debt Service:				
Debt Issue Cost	-	-	42,214	(42,214)
Principal	219,256	260,072	161,402	98,670
Interest	26,483	27,851	27,299	552
Total expenditures/expenses	$ 2,857,957	$ 3,068,260	$ 2,693,328	374,932
Excess (Deficiency) of revenues over expenditures	179,304	750,129	1,251,865	501,736
OTHER FINANCING SOURCES/(USES):				
Note Proceeds	-	-	3,563,564	3,563,564
Total Other Financing Sources/(Uses)	-	-	3,563,564	3,563,564
Excess (Deficiency) of revenues and other financing sources over expenditures	$ 179,304	$ 750,129	$ 4,815,429	
Fund Balance Beginning of the year			3,817,632	
End of the year			$ 8,633,061	

See Accompanying Notes to the Financial Statements

Williamson County Emergency Services District #7
Schedule of Changes in Net Pension Liability and Related Ratios

	Year Ended December 31									
	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Total Pension Liability										
Service cost	122,157	61,528	24,385	17,785	7,343	N/A	N/A	N/A	N/A	N/A
Interest on total pension liability	25,713	12,364	4,291	2,084	595	N/A	N/A	N/A	N/A	N/A
Effect of plan changes	49,797	38,307	42,423	-	-	N/A	N/A	N/A	N/A	N/A
Effect of assumption changes or inputs	-	-	(617)	3,027	-	N/A	N/A	N/A	N/A	N/A
Effect of economic/demographic (gains) or losses	(40,120)	11,212	(1,403)	1,233	6	N/A	N/A	N/A	N/A	N/A
Benefit payments/refunds of contributions	(17,106)	-	-	-	-	N/A	N/A	N/A	N/A	N/A
Net change in total pension liability	140,441	123,411	69,079	24,129	7,944	N/A	N/A	N/A	N/A	N/A
Total pension liability, beginning	224,563	101,152	32,073	7,944	-	N/A	N/A	N/A	N/A	N/A
Total pension liability, ending (a)	365,004	224,563	101,152	32,073	7,944	N/A	N/A	N/A	N/A	N/A
Fiduciary Net Position										
Employer contributions	64,743	32,868	6,029	5,457	2,571	N/A	N/A	N/A	N/A	N/A
Member contributions	65,023	52,409	13,957	13,072	6,157	N/A	N/A	N/A	N/A	N/A
Investment income net of investment expenses	17,029	(10,687)	8,675	969	(9)	N/A	N/A	N/A	N/A	N/A
Benefit payments/refunds of contributions	(17,106)	-	-	-	-	N/A	N/A	N/A	N/A	N/A
Administrative expenses	(146)	(85)	(32)	(21)	(7)	N/A	N/A	N/A	N/A	N/A
Other	5,698	12,055	574	549	300	N/A	N/A	N/A	N/A	N/A
Net change in fiduciary net position	135,241	86,560	29,203	20,026	9,012	N/A	N/A	N/A	N/A	N/A
Fiduciary net position, beginning	144,801	58,241	29,038	9,012	-	N/A	N/A	N/A	N/A	N/A
Fiduciary net position, ending (b)	280,042	144,801	58,241	29,038	9,012	N/A	N/A	N/A	N/A	N/A
Net pension liability / (asset), ending = (a) - (b)	84,962	79,762	42,911	3,035	(1,068)	N/A	N/A	N/A	N/A	N/A
Fiduciary net position as a % of total pension liability	76.72%	64.48%	57.58%	90.54%	113.44%	N/A	N/A	N/A	N/A	N/A
Pensionable covered payroll	928,898	748,698	348,927	326,790	153,930	N/A	N/A	N/A	N/A	N/A
Net pension liability as a % of covered payroll	9.15%	10.65%	12.30%	0.93%	-0.69%	N/A	N/A	N/A	N/A	N/A

Williamson County Emergency Services District #7
Schedule of Employer Contributions

Year Ending September 30	Actually Determined Contribution	Actual Employer Contibution	Contribution Deficiency (Excess)	Pensionable Covered Payroll	Actual Contribution as a % of Covered Payroll
2019	-	-	-	-	0.0%
2020	2,571	2,571	-	153,930	1.7%
2021	5,457	5,457	-	326,790	1.7%
2022	6,029	6,029	-	348,927	1.7%
2023	32,868	32,868	-	748,698	4.4%
2024	64,743	64,743	-	928,898	7.0%

Williamson County Emergency Services District No. 7
Notes to the Schedule of Employer Contributions
For the year ending September 30, 2024

Valuation Date:	Actuarially determined contribution rates are calculated each December 31, two years prior to the end of the fiscal year in which contributions are reported.
Methods and assumptions used to determine contribution rates:	
Actuarial Cost Method	Entry Age (level percentage of pay)
Amortization Method	Level percentage of payroll, closed
Remaining Amortization Period	15.8 years (based on contribution rate calculated in 12/31/2023 valuation)
Asset Valuation Method	5-year smoothed market
Inflation	2.50%
Salary Increases	Varies by age and service. 4.7% average over career including inflation.
Investment rate of Return	7.50%, net of investment expenses, including inflation
Retirement Age	Members who are eligible for service retirement are assumed to commence receiving benefit payments based on age. The average age at service retirement for recent retirees is 61.
Mortality	135% of the Pub-2010 General Retirees Table for males and 120% of the Pub-2010 General Retirees Table for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.
Changes in Assumptions and Methods Reflected in the Schedule of Employer Contributions	2015: New inflation, mortality and other assumptions were reflected. 2017: New mortality assumptions were reflected. 2019: New inflation, mortality and other assumptions were reflected. 2022: New investment return and inflation assumptions were reflected.
Changes in Plan Provisions Reflected in the Schedule	2020: No changes in plan provisions were reflected in the Schedule. 2021: No changes in plan provisions were reflected in the Schedule. 2022: Employer contributions reflect that the member contribution rate was increased to 7%. 2023: Employer contributions reflect that the current service matching rate was increased to 150% for future benefits.

**Only changes effective 2015 and later are shown in the Notes to Schedule.*

Williamson County
Emergency Services District No. Eight
Financial Statements
September 30, 2024

Williamson County Emergency Services District No. 8
For the Year Ending September 30, 2024

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MEDACK & OLTMANN, LLP
CERTIFIED PUBLIC ACCOUNTANTS

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Williamson County Emergency Services District No. 8

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of the Williamson County Emergency Services District No. 8 as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Williamson County Emergency Services District No. 8, as of September 30, 2024, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Williamson County Emergency Services District No. 8, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Williamson County Emergency Services District No. 8's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Williamson County Emergency Services District No. 8's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 3-10 and 25 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Medack & Oltmann, LLP

Medack & Oltmann, LLP
Giddings, Texas
March 7, 2025

3500 D.B. Wood Rd.
78628
512/930-FIRE (3473)



Georgetown, TX

Management's Discussion and Analysis

This is the discussion and analysis of the Williamson County ESD #8 for fiscal year ending September 30, 2024.

Citizens and taxpayers want a clear picture of the financial health of their governments, which includes Emergency Services Districts. They also want to know how their tax dollars were spent and how much it costs to provide major services such as firefighting, fire prevention and rescue services. The concept of financial accountability of elected or appointed officials is reflected in the standards adopted by the Governmental Accounting Standards Board (GASB) for annual financial reporting.

This Management Discussion and Analysis (MD&A) is composed with the GASB concepts in mind. Please read it in conjunction with the District's financial statements, which follow this section.

Financial Highlights

- *The Districts total net position for the fiscal year exceeded the liabilities of $10,906 by $1,736,418.*
- *Change in net position from current operations was $(212,607) resulting in cash reserves of $955,897 at the end of the fiscal year.*
- *The District continued the Fire Protection Services contract with the City of Georgetown at an annual cost of $5,792,800.*

Using This Annual Report

This annual report consists of two financial statements. GASB Statement No. 34 provides that for governments engaged in a single government program, the fund financial statements and the government-wide statements may be combined. These combined statements appear on pages 11 and 12. The second column is an adjustments column, reconciling the amounts reported in the government funds to show how each would change when reported on the full-accrual basis of accounting. The last column of these combination statements shows the amounts that normally would appear in the government-wide statements.

Reporting the District as a Whole

The Statement of Net Position and the Statement of Activities present information about the District as a whole. These statements (as reported in the last column of each of the statements) include all of the District's assets and liabilities, utilizing the accrual basis of accounting which is similar to the accounting used by most private sector companies. All of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two columns report the District's net position and changes in them. The difference between assets and liabilities, net assets, are one way to measure the District's financial health. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating. However, other non-financial factors such as changes in the District's property tax base must also be considered in an assessment of the overall financial health of the District.

The Statement of Activities, also included on page 12, presents information showing how the District's net position changed during the most recent twelve-month period. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods.

Reporting the District's Funds

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District may establish other funds to help in control and manage money for particular purposes or to show that it is meeting its legal responsibilities for using certain taxes, grants and other money. These funds are reported using and accounting method called Modified Accrual accounting which measures cash and all other financial assets that can be readily converted to cash.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund statements focus on near-term inflows and outflows of spend-able resources, as well as on balances of spend-able resources available at the end of the fiscal year. Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare that information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. The District only reports using one fund that being the General Fund.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

The District as a Whole

Governmental activities decreased the District's net position by $212,607, approximately 10.9%. Our analysis below focuses on the net position (Table 1) and the changes in net position (Table 2) of the District's governmental activities:

Table 1
Government Activities
Net Position

Assets	**9/30/2024**	**9/30/2023**
Current Assets	$1,145,678	$1,359,722
Capital Assets	601,646	614,866
Total Assets	**$1,747,324**	**$1,974,588**
Liabilities		
Current Liabilities	$ 10,906	$ 25,563
Long-Term Liablilites	-	-
Total Liabilities	**$ 10,906**	**$ 25,563**
Net Position		
Investment in capital assets	$ 601,646	$ 614,866
Restricted	-	-
Unrestricted	1,134,772	1,334,159
Total Net Position	**$1,736,418**	**$1,949,025**

Table 2
Government Activities
Changes in Net Position

	9/30/2024	9/30/2023
General Revenues		
Ad Valorem Taxes	$ 5,522,058	$ 4,772,554
Penalties & Interest on Taxes	21,251	20,032
Interest	129,491	106,251
Other	147,049	49,826
Total General Revenues	**$ 5,819,849**	**$ 4,948,663**
Expenditures/Expenses		
Legal Notices	$ 3,845	$ 410
Tax Collector/Appraisal District Fees	38,416	28,228
Insurance & Bonds	4,157	4,204
Professional Services	39,905	35,153
Contracted Services	5,792,800	5,570,000
Training Prevention Staffing Study	2,268	1,880
Association Dues	1,100	1,100
Office Supplies	487	-
Website/Internet	2,772	2,650
Public Outreach	102,571	49,826
Election Expense	30,915	-
Amortization Expense	13,220	13,220
Total Expenditures/Expenses	**$ 6,032,456**	**$ 5,706,671**
Change in Net Postion	**$ (212,607)**	**$ (758,008)**
Net Position - Fund Balance Beginning of Year	$ 1,949,025	$ 2,707,033
Net Position - Fund Balance Ending of Year	$ 1,736,418	$ 1,949,025
Change in Net Position		
Percent Increase or (decrease)	-10.91%	-28.00%

Capital Assets:

At the end of the fiscal year September 30, 2024, capital assets are as follows:

	2024	2023
Vehicles	342,528	342,528
Equipment	392	392
Accumulated Depreciation	(342,920)	(342,920)
Intangible - Right-of-Use Assets	654,526	654,526
Accumulated Amortization	(52,880)	(39,660)
Governmental activities capital assets, net	601,646	614,866

Amortization expense charged to the general fund was $13,220.

More detailed information about the District's Capital Assets is presented in Note 5 of the financial statements.

Financial Analysis of the Government's Funds

As noted earlier the District uses Fund accounting to ensure and demonstrate compliance with finance-related legal requirements. For the year ending September 30, 2024, the District's total fund balance was $1,060,582 which reflects a net combined decrease of $214,593.

Approximately 94.88% of the District's FY 2024 income is derived from Ad Valorem property taxes, while the remainder is primarily Money Market Interest income. Interest rates increased in the last year and the District received about 2.22% of its total income on its cash investments.

Revenues	October 2023 to September 2024	
Property Taxes	$ 5,522,058	94.88%
Penalties & Interest	21,251	0.37%
Interest Income	129,491	2.22%
Miscellaneous	147,049	2.53%
Total	$ 5,819,849	100.00%

Budgetary Highlights

The District's annual budget includes estimated revenues and expenditures for fiscal year that begins each October 1. The annual budget is a "line-item" document that helps guide the Board of Commissioners through the year with a high degree of financial control over District expenditures.

Estimates of taxable value for the year are provided by the Williamson County Tax Appraisal Office. That estimate, combined with an estimate of historical tax collection rates for the District is used to estimate Ad Valorem Revenues and Establish a Tax Rate for the District.

In the fiscal year ending September 30, 2024, the Net Taxable (Assessed) Valuation of the District was $5,850,825,433 resulting in a total tax levy of $5,504,047 based on a tax rate of $0.10 per $100 valuation.

The District's 2023/2024 Budget resulted in actual expenditures of $6,019,236 vs the budget of $6,070,005, or $50,769 less than budgeted amount.

Total revenues were $5,804,643 or $39,457 less than the final budgeted amount. Ad Valorem tax revenue was $5,506,852 or $1,652, greater than the budgeted amounts. This resulted in an overall favorable variance of $11,312.

Review of the financial operations of the District during the year yielded several Board directed changes to policy and operations. The district continues to be a low tax rate District with the lowest tax rate of current Districts in Williamson County. The contract with the City of Georgetown Fire Services Division is one of the primary reasons for that low cost and exceptional level of service delivery.

Currently Known Facts, Decisions and Economic Conditions

For the 2024 fiscal year, the tax rate for Williamson County Emergency Services District No. 8 was set at $0.096817/$100 of assessed property value, which was a 2.91% increase in the tax rate of the previous year. The average homestead taxable property valuation had an increase of 7.31%. For the same period, the contract price with the City of Georgetown for fire and emergency services increased by 2.05%. The contract price continues to be based on a cost model that was developed by ESCI consultants in 2019 which takes into consideration elements of the cost of service that were not included in the previous cost model which was based solely on the percentage of call volume in the ESD compared to the City. These considerations include factors such as area covered, property values, risk factors, population served, and call volume compared to the City. This model has proven to be a more equitable means of establishing the true cost of service for ESD8. The ESD8 Board of Commissioners strives to provide the highest level of service, and adopting a tax rate of $0.096817/$100 of assessed property value is a reflection of the increasing cost of that service. ESD8 currently has a tax rate that is similar to the majority of the ESD's in Williamson County that don't have sales tax revenue.

The ESD continues to occupy office space and holds all meetings in the meeting room at Fire Station 6. This meeting room is also available, and has been used, by several community groups over the past year. The long term "Right to Occupy" agreement with the City of Georgetown guarantees the ESD full use of the office space and meeting room at no cost. This agreement is beneficial for the ESD and the community it serves as well as the City.

Fire Station 6 continues to show improved response times in both the ESD's northwest sector and within the city, and Fire Station 7 has also improved the response times to calls in the ESD's southeast sector as well as the city. Fire Station 6 was built in ESD territory and Fire Station 7 was built on the edge of the city limits to increase coverage in the ESD as well as coverage inside the city. All new proposed fire stations will be built in ESD territory to meet the demands of growth.

Due to the rapid growth within the ESD, there has also been a rapid increase in the demand for services which has also led to an increase in the cost of service. The cost of service has exceeded the ESD's property tax revenue, which is currently the ESD's main source of revenue.

The ESD has been using our cash surplus to cover the overage, but the surplus is predicted to run dry within the next year.

Following an unsuccessful Sales and Use Tax election in November of 2023, the Board decided to hold another election in November 2024 for a proposed 2% sales tax to provide a secondary source of funding to meet the increasing cost demands. The city also supported holding another election and provided names for campaign consultants that have been successful for them in the past. It is in the City's best interest to help promote a successful election because a significant portion of the city's fire budget comes from the service contract with the ESD.

The campaign consultants focused on better public outreach and voter education, which resulted in a successful election. The cost of the election as well as the cost of consultant fees was initially paid for by the ESD but will be reimbursed to us by the city.

Now that the voters have approved the sales tax, we can continue to provide the same level of service that we have in previous years. The additional revenue will also be used to rebuild our contingency fund, support the city's plan for adding a new fire station every three years, and hire six additional firefighters every year. This will help us achieve our goal of reducing response times and providing better service.

The Board continues to have a committee that meets with the city's Emergency Services Commission, which is composed of two ESD board members, a city councilman, city manager, assistant city manager, and fire chief. The purpose of the meetings is to discuss funding of the service contract as well as the level of service the City will provide.

ESD8 continues to allocate funds for the installation of fire hydrants, where feasible, in areas of the district that have minimal or no coverage. All planned installations have been completed in the Jonah water district and funds are available for installations in the portion of the City of Georgetown water system that is located in the ESD. Additionally, the City of Georgetown has capped the cost of each hydrant installed on their system at $5,000.

ESD8 continues to own one fire engine that has been leased to the city since it was purchased. This engine is now being used as a reserve unit and when it is eventually sold, the proceeds from the sale will come back to the ESD.

Financial management of funds and payment for services continue to be handled through a contracted CPA firm with oversight and approvals by the Treasurer and President. The board retains this CPA firm to perform their bookkeeping which results in improvements in account organization, reserve accounting, and management of disbursements. All of these improvements are made without sacrificing checks and balances. The ESD's financial policy includes financial guidelines and firm practices related to capital financing, debt service coverage, reserve balances, cash management, and investing of public funds in compliance with Governmental Accounting Standards Board accounting principles.

The ESD board regularly meets the third Wednesday of each month at 6:00 pm to provide a consistent date and time which facilitates attendance by Commissioners, Fire Department personnel, and visitors. Also, ESD8 holds special meetings and workshops, as needed, to meet needs that cannot be achieved during monthly sessions.

The Emergency Services District's administration is located in dedicated office space at Fire Station 6, which is located at 6700 Williams Drive, Georgetown, TX, 78633. This physical space provides security for our documents, contracts, and financial records.

Administratively, the ESD Policies and Procedures are current, comprehensive and comprehendible. ESD8 has a fire code that is in sync with that of the City of Georgetown. In an effort to help taxpayers stay informed about the ESD's activities, we continue to maintain and enhance our website as well as pursue other actions to increase public awareness.

Contacting the District's Financial Management

This financial report is designed to provide a general overview of the District's finances for all those with an interest in the government's finances. Comments and/or questions concerning any of the information provided in this report or requests for additional financial information should be addressed to:

Williamson County ESD #8

Bobby Bunte - ESD 8 President
3500 D B Woods Rd.
Georgetown, TX 78628
Phone: 512-819-3104

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. EIGHT
GOVERNMENTAL FUNDS BALANCE SHEET AND
STATEMENT OF NET POSITION
SEPTEMBER 30, 2024

	General Fund	Adjustments (Note 8)	Statement of Net Position
ASSETS			
Cash	$ 955,897	$ -	$ 955,897
Property Taxes Receivable	74,190	-	74,190
Due from Other Governments	110,023	-	110,023
Prepaid Expenses	5,568	-	5,568
Capital Assets (net)	-	601,646	601,646
TOTAL ASSETS	$ 1,145,678	$ 601,646	$ 1,747,324
DEFERRED OUTFLOWS OF RESOURCES	$ -	$ -	$ -
LIABILITIES			
Accounts Payable	$ 10,906	$ -	$ 10,906
Accrued Interest Payable	-	-	-
Long Term Liabilities-Due within one year	-	-	-
Long Term Liabilities-Due after one year	-	-	-
TOTAL LIABILITIES	$ 10,906	$ -	$ 10,906
DEFERRED INFLOWS OF RESOURCES			
Property Taxes	$ 74,190	$ (74,190)	$ -
FUND BALANCES/NET POSITION			
Fund balances:			
Non-Spendable	$ 5,568	$ (5,568)	$ -
Spendable			
Assigned	1,431,950	(1,431,950)	
Unassigned	(376,936)	376,936	
Total fund balances	1,060,582	(1,060,582)	-
Total liabilities and fund balances	$ 1,145,678	$ -	
Net Position:			
Net Investment in Capital Assets		$ 601,646	$ 601,646
Unrestricted		1,134,772	1,134,772
Restricted		-	-
Total Net Position		$ 1,736,418	$ 1,736,418

See Accompanying Notes to the Financial Statements

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. EIGHT
GOVERNMENTAL FUND REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES AND STATEMENT OF ACTIVITIES
FOR THE YEAR ENDING SEPTEMBER 30, 2024

	General Fund	Adjustments (Note 8)	Statement of Activities
EXPENDITURES/EXPENSES			
Legal Notices	$ 3,845	$ -	$ 3,845
Tax Collector/Appraisal District Fees	38,416	-	38,416
Insurance & Bonds	4,157	-	4,157
Professional Services	39,905	-	39,905
Contracted Services	5,792,800	-	5,792,800
Membership Dues	1,100	-	1,100
Training	2,268	-	2,268
Website/Internet	2,772	-	2,772
Office Supplies	487	-	487
Public Outreach	102,571	-	102,571
Election Expense	30,915	-	30,915
Amortization Expense	-	13,220	13,220
Total expenditures/expenses	$ 6,019,236	$ 13,220	$ 6,032,456
GENERAL REVENUES			
Ad valorem taxes	5,506,852	15,206	5,522,058
Penalties and Interest	21,251	-	21,251
Interest income	129,491	-	129,491
Miscellaneous	147,049	-	147,049
Total general revenues	$ 5,804,643	$ 15,206	$ 5,819,849
Excess (Deficiency) of revenues over expenditures	(214,593)	214,593	-
Change in net position	-	(212,607)	(212,607)
Fund Balance/Net Position Beginning of the year	1,275,175	673,850	1,949,025
End of the year	$ 1,060,582	$ 675,836	$ 1,736,418

See Accompanying Notes to the Financial Statements

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements for the District have been prepared in accordance with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the standard-setting body for governmental accounting and financial reporting. The GASB periodically updates its codification of the existing Governmental Accounting and Financial Reporting Standards which, along with subsequent GASB pronouncements (Statements and Interpretations), constitutes GAAP for governmental units. More significant of these accounting policies are described below.

REPORTING ENTITY

The Williamson County Emergency Services District No. Eight (the District) was created by Article III, Section 48-e of the Constitution of Texas as proposed by SJR, No. 27, Acts of the 70th Legislature, Regular Session 1987, and adopted by the voters at an election held May 7, 2005, to protect life and property from fire and to conserve natural and human resources.

In evaluating how to define the government, for financial reporting purposes, management has considered all potential component units. The decision to include a potential component unit in the reporting entity was made by applying the criteria set forth in GAAP. The basic - but not the only - criterion for including a potential component unit with the reporting entity is the governing body's ability to exercise oversight responsibility. The most significant manifestation of this ability is financial interdependency. Other manifestations of the ability to exercise oversight responsibility include, but are not limited to, the selection of governing authority, the designation of management, the ability to significantly influence operations, and accountability for fiscal matters. A second criterion used in evaluating potential component units is the scope of public service. Application of this criterion involves considering whether the activity benefits the government and/or its citizens, or whether the activity is conducted within the geographic boundaries of the government and is generally available to its citizens. A third criterion used to evaluate potential component units for inclusion or exclusion from the reporting entity is the existence of special financing relationships, regardless of whether the government is able to exercise oversight responsibilities. Based upon the application of these criteria, no potential component units appear to exist.

BASIS OF PRESENTATION

Basic Financial Statements

Basic Financial Statements and Management Discussion and Analysis for State and Local Governments set forth minimum criteria for the determination of major funds based on a percentage of the assets, liabilities, revenues, or expenditures/expenses or either fund category or governmental and enterprise combined. Due to the fund structure of the District, all funds have been classified as major funds. As a part of this Statement, there is a reporting requirement regarding the local government's infrastructure (road, bridges, etc.). The District does not own any infrastructure assets and therefore is unaffected by this requirement.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

The basic financial statements include both government-wide (based on the District as a whole) and fund financial statements. The reporting model focus is on either the District as a whole or major individual funds (within the fund financial statements). In the government-wide Statement of Net Position both the governmental and business-type activities columns are presented on a consolidated basis by column, and are reflected on a full accrual, economic resources basis, which incorporates long-term assets and receivables as well as long-term debt and obligations. The District does not have any business-type or fiduciary activities.

The Government-wide Statement of Activities reflects both the gross and net cost per functional category which are otherwise being supported by general government revenues. The Statement of Activities reduces gross expenses (including depreciation) by related program revenues, operating and capital grants. The program revenues must be directly associated with the function.

The District does not currently employ indirect cost allocation systems.

The government-wide focus is more on the sustainability of the District as an entity and the change in aggregate financial position resulting from the activities of the fiscal period. The governmental fund statements are presented on a current financial resource and modified accrual basis of accounting. This presentation is deemed appropriate to (a) demonstrate legal compliance, (b) demonstrate the source and use of liquid resources, and (c) demonstrate how the District's actual experience conforms to the budget or fiscal plan.

GASB provides that for governments engaged in a single governmental program, the fund financial statements and the government-wide statements may be combined. The District presents the fund's statement (General, Debt Service & Capital Projects) in the first three columns. The next column is an adjustments column. It reconciles the amounts reported in the governmental funds to show how each would change when reported on the full-accrual basis of accounting. The last column of these combination statements shows the amounts that normally would appear in the government-wide statements.

Fund Accounting

Fund financial statements of the reporting entity are organized into funds, each of which is considered to be separate accounting entities. Each fund is accounted for by providing a separate set of self-balancing accounts that constitute its assets, liabilities, fund equity, revenues, and expenditure/expenses. A fund is considered major if it is the primary operating fund of the District or meets the following criteria:

a. Total assets, liabilities, revenues, or expenditures/expenses of that individual governmental fund are at least 10 percent of the corresponding total for all funds of that category or type; and

b. Total assets, liabilities, revenues, or expenditures/expenses of the individual governmental fund are at least 5 percent of the corresponding total for all governmental funds combined.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

The focus of Governmental Fund measurement (in the Fund Financial Statements) is based upon determination of financial position and changes in financial position (sources, uses, and balances of financial resources) rather than upon net income. The District reports the following major governmental funds:

General Fund

The General Fund is the primary operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

BASIS OF ACCOUNTING

Basis of accounting refers to the point at which revenues or expenditures/expenses are recognized in the accounts and reported in the financial statements. It relates to the timing of the measurements made, regardless of the measurement focus applied.

The government-wide financial statements are presented on an accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used. Revenues, expenses, gains, losses, assets, and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place.

Governmental fund financial statements are reported using the current financial resources measurement focus and are accounted for using the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual; i.e., when they become both measurable and available. "Measurable" means the amount of the transaction can be determined and "available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. The District considers all revenues as available if they are collected within 60 days after year-end. Expenditures are recorded when the related fund liability is incurred.

In applying the "susceptible to accrual" concept to intergovernmental revenues pursuant to GASB Statement #33, the provider should recognize liabilities and expenses and the recipient should recognize receivables and revenues when the applicable eligibility requirements including time requirements, are met. Resources transmitted before the eligibility requirements are met, under most circumstances, should be reported as advances by the provider and deferred revenue by the recipient.

BUDGETS

The District follows these procedures in establishing the budget reflected in the financial statements:

1. Prior to the beginning of each fiscal year, the District prepares a budget. The operating budget includes proposed expenditures and the means of financing those expenditures and is prepared in accordance with the basis of accounting utilized by that fund.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

2. Public meetings are conducted at which all interested persons' comments concerning the budget are heard. After such meetings, the Board of Commissioners formally adopts the budget through passage of a motion in a public meeting.

3. The District amends the budget throughout the year approving such additional expenses. The amended budget is used in presenting the Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual.

4. All annual appropriations lapse at fiscal year-end.

The General Fund did have expenditures in excess of appropriations this deficit was offset with prior year fund balance.

DEFERRED OUTFLOWS AND INFLOWS OF RESOURCES

The District adopted GASB Statement No. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position,* which provides guidance for reporting the financial statement elements of deferred outflows of resources, which represent the consumption of the District's net position that is applicable to a future reporting period, and deferred inflows of resources, which represent the District' acquisition of net position applicable to a future reporting period.

The District adopted GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities,* which establishes accounting and financial reporting standards that reclassify, as deferred outflows of resources or deferred inflows of resources, certain items that were previously reported as assets and liabilities and recognizes, as outflows of resources or inflows of resources, certain items that were previously reported as assets and liabilities.

CASH AND CASH EQUIVALENTS

The District's cash and cash equivalents are considered to be cash on hand and demand deposits.

AD VALOREM PROPERTY TAXES

Delinquent taxes are prorated based on rated adopted for the year of the levy. Allowances for uncollectibles within the General Fund are based upon historical experience in collecting property taxes. Uncollectible personal property taxes are periodically reviewed and written off, but the District is prohibited from writing off real property taxes without specific statutory authority from the Texas Legislature. There were no allowance for uncollectible property taxes as of September 30, 2023.

LEASES

The District complies with GASB Statement No. 87, *Leases*, which requires the recognition of certain lease assets and liabilities. It also establishes a single model for lease accounting based on the principle that leases are financing of the right to use an asset.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

For those leases where the District is the lessee, the District recognized a lease liability and a lease asset at the commencement of the lease term excluding leases below the capitalization threshold of $5,000 per unit, short-term leases, and leases that transferred ownership of the underlying asset. The lease liability was measured at the present value of payments expected to be made during the lease term less any lease incentives. The lease asset was measured at the amount of the initial measurement of the lease liability, plus any payments made to the lessor at or before the commencement of the lease term and certain direct costs. The cost of all leased assets is amortized over the shorter of the lease term or the useful life of the underlying asset.

For those leases where the underlying lease asset transferred ownership, the District followed the provision applicable to capital assets and to long-term debt or payables, depending on the financing as directed by GASB 87.

The District uses estimates and judgments to determine the lease term and the discount rate it uses to discount the expected lease payments and lease receipts to present value. The District uses the interest rate identified in the contract as the discount rate, unless one is not specified, in which case the District uses its estimated incremental borrowing rate as the discount rate.

The lease term includes the noncancelable period of the lease and extensions the District is reasonably certain to exercise. The District continually monitors changes in circumstances that are expected to significantly affect the amount of a lease liability or receivable that may require a remeasurement of its leases.

Additional information on leases can be found in Note 5 and 6.

CAPITAL ASSETS

The accounting treatment over property, plant, and equipment (capital assets) depends on whether the assets are reported in the government-wide or fund financial statements.

Government-wide Statements

In the government-wide financial statements, fixed assets are accounted for as capital assets. Property, plant and equipment purchased or acquired is carried at historical cost or estimated historical cost. Contributed assets are recorded at the fair market value as of the date received. Additions, improvements, and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred.

Leased assets are recorded at the initial measurement of the lease liability, plus any payments made to the lessor at or before the commencement of the lease term and certain direct costs. The cost of all leased assets is amortized over the shorter of the lease term or the useful life of the underlying asset.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Depreciation of all exhaustible capital assets is recorded as an allocated expense in the Statement of Activities, with accumulated depreciation reflected in the Statement of Net Position. Depreciation and amortization of all assets is provided on the straight-line basis over the estimated useful lives with no salvage value. The range of estimated useful lives by type of asset is as follows:

Buildings and Structures	40 years
Vehicles	7-20 years
Other Equipment	10-20 years

The District does not own any infrastructure assets.

Lease assets are amortized over the life of the associated contract.

Fund Financial Statements

In the fund financial statements, capital assets are accounted for as capital outlay expenditures of the governmental fund upon acquisition.

EQUITY CLASSIFICATIONS

Government-wide Statements

Equity is classified as net position and displayed in three components:

a. Net Investment in capital assets – Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

b. Restricted net position – Consists of net position with constraints placed on the use either by (1) external groups such as creditors, grantors, contributors, or laws or regulation of other government; or (2) law through constitutional provisions or enabling legislation.

c. Unrestricted net position – All other net position that does not meet the definition of "restricted" or "net investment in capital assets."

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed.

Fund Statements

Governmental fund equity is classified as fund balance. Fund balance is further classified as non-spendable or spendable with spendable being further classified into restricted, committed, assigned or unassigned.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

COMPENSATED ABSENCES

The District had no employees as of year-end.

RISK MANAGEMENT

The District is exposed to various risks of losses related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The District purchases its insurance from regular commercial companies. As of September 30, 2024, no claims or losses have been incurred that were not covered by insurance. There is no liability due to any claim or suit having ever been filed.

USE OF ESTIMATES

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities as of the date of the financial statements and the reported amounts of income and expenses during the period. Operating results in the future could vary from the amounts derived from management's estimates.

DEFERRED OUTFLOWS/INFLOWS OF RESOURCES

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources,* represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

NOTE 2: CASH

Deposits were with a contracted depository bank, Union State Bank. As of year-end, deposits exceeded FDIC coverage. Therefore, in accordance with the depository contract, Union State Bank has pledged additional collateral. This collateral consisted of U.S. Government and Local State Securities, having a market value of $3,479,814 (Category 2). At September 30, 2024, the carrying amount of the District's deposits was $955,897, and the bank balance was $955,477.

NOTE 2: CASH (continued)

The collateral pledged is represented by specific identifiable investment securities and classified as to credit risk by the three categories described below:

Category 1 -Insured by FDIC or collateralized with securities held by the District or by its agent in its name.
Category 2 -Uninsured but collateralized with securities held by the pledging financial institution's trust department or agent in the District's name.
Category 3 -Uncollateralized.

	Carrying Value	Bank Balance
Category 1	$250,000	$250,000
Category 2	705,897	705,477
Category 3	-0-	-0-
	$955,897	$955,477

NOTE 3: PROPERTY TAXES

The District uses the Williamson County Tax Assessor Collector to bill and collect its property tax. The District's property tax is levied each October 1 on the assessed value listed as of the prior January 1 for all real and business personal property located in the District. An enforceable lien is attached to the property as of January 1. The assessed value of the roll as of January 1, 2023, upon which the 2023 levy was based, was $5,850,825,433 as certified by the Williamson County Central Appraisal District.

Taxes are due by January 31 following the October 1 levy date. The total 2023 levy was $5,504,047 and the tax rate was $0.10 per $100 assessed valuation. Property taxes are considered fully collectible and therefore no allowance for uncollectible taxes is provided.

NOTE 4: COMMITMENTS

The District has entered into an agreement with the City of Georgetown Fire Department to provide fire protection and suppression, fire prevention, hazardous material control, emergency rescue and other assistance to the public as necessary. Payments are made quarterly and totaled $5,792,800 for the year. This contract and the related fee are renegotiated annually.

NOTE 5: CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2024, was as follows:

	Balance 9/30/2023	Additions/ Completions	Retirements/ Adjustments	Balance 9/30/2024
Governmental Activities:				
Depreciable capital assets				
Vehicles	342,528	-	-	342,528
Equipment	392	-	-	392
Total depreciable capital assets	342,920	-	-	342,920
Less accumulated depreciation for:				
Vehicles	(342,528)	-	-	(342,528)
Equipment	(392)	-	-	(392)
Total accumulated depreciation	(342,920)	-	-	(342,920)
Total depreciable capital assets, net	-	-	-	-
Intangible Right-of-Use Assets				
Leased office space	654,526	-	-	654,526
Total capital assets being amortized	654,526	-	-	654,526
Less accumulated amortization for:				
Leased office space	(39,660)	(13,220)	-	(52,880)
Total accumulated amortization	(39,660)	(13,220)	-	(52,880)
Net intangible right-of-use assets	628,086	(13,220)	-	601,646
Governmental activities capital assets, net	628,086	(13,220)	-	601,646

Current year depreciation expense was $-0- and amortization expense is $13,220.

NOTE 6: LEASES

The District, as a lessee, has entered into a lease agreement with the City of Georgetown for the use of 890 square feet of office space in a facility for a period of approximately 50 years. This contract states that if this agreement is terminated prior to 2068 and an alternate location or method of amortization is not found, the City will pay the full remaining unamortized balance.

The total of the District's lease assets are recorded at a cost of $654,526, less accumulated amortization of $52,880.

NOTE 7: ANNEXATION OF DISTRICT LAND BY THE CITY OF GEORGETOWN

The City of Georgetown has the right to annex property within the District which could in the future result in a reduction of the total value of property within the District and a reduction in the total tax revenue to be collected. For the year ending September 30, 2024, the District has not been made aware of any annexations.

NOTE 8: FUND BALANCE

The District complies with GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, which establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds. Those fund balance classifications are described below.

Non-spendable - Amounts that cannot be spent because they are either not in a spendable form or are legally or contractually required to be maintained intact.

Restricted - Amounts that can be spent only for specific purposes because of constitutional provisions, or enabling legislation, or because of constraints that are externally imposed by creditors, grantors, contributors, or the laws or regulations of other governments.

Committed - Amounts that can only be used for specific purpose pursuant to approval by formal action by the Board. The Board is the highest level of decision-making authority for the District. Commitments may be established, modified, or rescinded only through resolutions approved by the Board.

Assigned - For the General Fund, amounts that are appropriated by the Board or Board designee that are to be used for specific purposes. For all other governmental funds, any remaining positive amounts not previously classified as non-spendable, restricted, or committed.

Unassigned - Amounts that are available for any purpose; these amounts can be reported only in the District's General Fund.

Fund balance of the District may be committed for a specific purpose by formal action of the Board, the District's highest level of decision-making authority. Commitments may be established, modified, or rescinded only through a resolution approved by the Board. The Board has delegated the authority to assign fund balance for a specific purpose to the District's Chief or Assistant Chief.

In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended is as follows: restricted fund balance, committed fund balance, assigned fund balance, and lastly, unassigned fund balance.

The Board has allocated funds to a contingency reserve to be used for future operational budgetary shortfalls in the event a budgetary deficit arises. As of September 30, 2024, $1,431,950 has been set aside and is reflected as part of Assigned Fund balance to meet the budgeted operating deficit for fiscal year 2024.

As of September 30, 2024, the District has not adopted a minimum fund balance policy.

NOTE 8: FUND BALANCE (continued)

Fund Balance:	
Nonspendable	
Prepaid Expenses	$ 5,568
Assigned	
Contingency Reserve	1,431,950
Total Assigned	1,431,950
Unassigned	(376,936)
Total Fund Balance:	$ 1,060,582

NOTE 9: EXPLANATION OF DIFFERENCES BETWEEN GOVERNMENTAL FUND AND GOVERNMENT-WIDE STATEMENTS

Differences between the Governmental Fund Balance Sheet and the Statement of Net Position:

The differences (as reflected in the adjustments column) primarily result from the long-term economic resources focus of the statement of net position versus the current financial resources focus of the governmental fund balance sheet.

When capital assets (land, buildings, equipment) that are to be used in governmental activities are purchased or constructed, the costs of those assets are reported as expenditures in governmental funds. However, the statement of net position includes those capital assets among the assets of the District as a whole.

Cost of capital assets	$997,446
Accumulated Depreciation	(395,800)
	$601,646

Taxes receivable are offset by deferred revenues in the governmental funds and thus are not included in fund balance.

Deferred revenue	($74,190)

Differences between the Governmental Fund Operating Statement and the Statement of Net Activities:

The differences (as reflected in the adjustments column) arise primarily from the long-term economic resources focus of the statement of activities versus the current financial resources focus of the governmental funds.

When capital assets that are to be used in governmental activities are purchased or constructed, the resources expended for those assets are reported as expenditures in governmental funds. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.

Capital outlay	$(-0-)
Amortization Expense	13,220

NOTE 9: EXPLANATION OF DIFFERENCES BETWEEN GOVERNMENTAL FUND AND GOVERNMENT-WIDE STATEMENTS (continued)

Because some property taxes will not be collected for several months after the district's fiscal year ends, they are not considered as "available" revenues in the governmental funds.

Adjustment for property taxes collected after year-end	$15,206

NOTE 10: DATE OF MANAGEMENT'S REVIEW

Management has evaluated subsequent events through the date of the auditor's report, the date the financial statements were available to be issued.

Required Supplemental Information

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. EIGHT
GOVERNMENTAL FUND REVENUES, EXPENDITURES, AND
BUDGET TO ACTUAL COMPARISON - GENERAL FUND
FOR THE YEAR ENDING SEPTEMBER 30, 2024

	Budget		Actual Amounts Budgetary Basis	Favorable/ (Unfavorable)
	Original	Final		
GENERAL REVENUES				
Ad Valorem Taxes	$ 5,505,200	$ 5,505,200	$ 5,506,852	$ 1,652
Penalties and Interest	15,000	21,000	21,251	251
Interest Income	68,000	128,000	129,491	1,491
Miscellaneous	30,000	189,900	147,049	(42,851)
Total Revenues	$ 5,618,200	$ 5,844,100	$ 5,804,643	$ (39,457)
				-
EXPENDITURES/EXPENSES				-
Legal Notices	$ 1,200	$ 1,200	$ 3,845	$ (2,645)
Tax Collector/Appraisal District Fees	31,600	38,450	38,416	34
Insurance & Bonds	4,300	4,300	4,157	143
Membership Dues	1,100	1,100	1,100	-
Fire Hydrant Grant Program	5,000	5,000	-	5,000
Professional Services	35,480	39,980	39,905	75
Contracted Services	5,792,800	5,792,800	5,792,800	-
Miscellaneous	100	100	-	100
Office Supplies	1,888	3,325	3,259	66
Public Outreach	15,000	150,000	102,571	47,429
Election Expense	15,000	31,000	30,915	85
Training & Travel	2,750	2,750	2,268	482
Total expenditures/expenses	$ 5,906,218	$ 6,070,005	$ 6,019,236	$ 50,769
Excess (Deficiency) of revenues over expenditures	$ (288,018)	$ (225,905)	$ (214,593)	$ 11,312
Fund Balance Beginning of the year			$ 1,275,175	
End of the year			$ 1,060,582	

See Accompanying Notes to the Financial Statements

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 9

AUDITED FINANCIAL STATEMENTS AND SUPPLEMENTAL INFORMATION

FOR THE YEAR ENDED DECEMBER 31, 2024

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 9

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CERTIFIED PUBLIC ACCOUNTANT

Independent Auditors' Report

To the Board of Directors
Williamson County Emergency Services District No. 9

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Williamson County Emergency Services District No. 9 as of and for the year ended December 31, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Williamson County ESD No. as of December 31, 2024, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, on pages 3 – 10 and 26 - 27 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards,* we have also issued our report date, June 18, 2025, on our consideration of the Williamson County ESD # 9's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Williamson County ESD # 9's internal control over financial reporting and compliance

Donald L. Allman, CPA

Georgetown, Texas

June 18, 2025

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 9
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED DECEMBER 31, 2024

Our discussion and analysis of the Williamson County Emergency Services District No. 9's financial performance provides an overview of the District's financial activities for the fiscal year ended December 31, 2024. Please review it in conjunction with the transmittal letter and the District's basic financial statements, which begin on page 10.

FINANCIAL HIGHLIGHTS

Total net position increased $510,267 in 2024 for Williamson County ESD #9. The main reason for this increase was good management between income and expenses.

The District had $5,715,873 in expenses related to governmental activities with $6,226,140 in program revenues to cover the cost of these programs.

USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements. The Statement of Net Position and the Statement of Activities (on pages 10-11) provide information about the activities of the District as a whole and present a longer-term view of the District's finances. Fund financial statements start on page 12. These statements tell how these services were financed in the short-term as well as what remains for future spending. Fund financial statements also report the District's operations in more detail than the government-wide statements by providing information about the district's most financially significant funds.

Reporting the District as a Whole

The Statement of Net Position and the Statement of Activities

Our analysis if the District as a whole begins on page 10. One of the most important questions asked about the District's finances is "Is the District as a whole better off or worse as a result of this year's activities?" The Statement of Net Position and the Statement of Activities report information about the District as a whole and about its activities in a way that helps answer that question. These statements include all assets and liabilities using the accrual basis of accounting, which is similar to accounting used by most private-sector companies. Accrual of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two statements report the District's net position and changes in them. You can think of the District's net position, the difference between assets, what the District owns, and liabilities, what the District owes, as one way to measure the District's financial health, or financial position. Over time, increases or decreases in the District's net position are one indicator of whether its financial health is improving or deteriorating. You will need to consider other non-financial factors, however, such as changes in the District's jurisdiction, the availability of capital projects, and continuing local governmental support to assess the overall health of the District.

Reporting the District's Most Significant Funds	Major Funds
Fund Financial Statements	-General

Our analysis of the District's major funds begins on page 12. The Fund financial statements begin on page 12 and provide detailed information about the most significant funds-not the District as a whole. Some funds are required to be established by State law. The District only has governmental funds.

Governmental Funds: The District's services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year-end that are available for spending. These funds are reported using an accounting method called modified accrual accounting, which measures cash and all other financial assets that can be readily converted to cash. The governmental fund statements provide a detailed short-term view of the District's operations and the services it provides. Governmental fund information helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the district's programs. We describe the relationship (or differences) between governmental activities (reported in the Statement of Net Position and Statement of Activities) and governmental funds in a reconciliation beside the fund financial statements, if applicable.

Notes to the Financial Statements: The notes provide additional information that is essential to a full understanding of the data provided in the governmental-wide and fund financial statements. The notes to the financial statements can be found on pages 16-23 of this report.

Other information: In addition to the basic financial statements and accompanying notes, this report also presents budget to actual statements and schedules which can be found on pages 24-25 of this report.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 9
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED DECEMBER 31, 2024

THE DISTRICT AS A WHOLE

The District's total net position changed from a year ago, increasing from $9,154,885 to $9,665,152. Our analysis below focuses on the net position (Table 1) and changes in net position (Table 2) of the district's governmental activities.

Table 1
Net Position

	2024	2023
Cash and Current Assets	$ 5,252,417	$ 7,176,828
Property Taxes Receivable	4,156,890	1,682,619
Capital Assets	261,209	296,007
Total Assets	$ 9,670,516	$ 9,155,454
Current Liabilities	$ 569	$ 569
Long-term Obligations	-	-
Total Liabilities	$ 569	$ 569
Net Position:		
Net Investment in Capital Assets	$ 261,209	$ 296,007
Reserved & Restricted	-	-
Unrestricted	9,403,943	8,858,878
Total Net Position	$ 9,665,152	$ 9,154,885

Net position of the District's activities increased $510,267. Unrestricted net position, the part of net position that can be used to finance day to day operations without constraints established by debt covenants, enabling legislation, or other legal requirements – increased from $9,154,885 to $9,665,152 by the end of 2024.

Table 2 compares the 2024 change in net position to the 2023 change in net position.

Table 2
Changes in Net Position for 2023
Compared with 2022 Activity

	2024	2023	Change
Program Revenues:			
Property Taxes	$ 6,054,134	$ 5,640,313	$ 413,821
Other revenue	32,096	31,647	$ 449
Refunds	-	-	$ -
Interest Income	139,910	120,539	19,371
Total Revenues	$ 6,226,140	$ 5,792,499	$ 433,641
Program Expenses			
General Government	$ 5,715,873	$ 5,263,525	$ 452,348
Interest on L/T Debts	-	-	-
Total Expenses	$ 5,715,873	$ 5,263,525	$ 452,348
Net Position			
Increase / (decrease)	$ 510,267	$ 528,974	$ (18,707)

Table 3 presents the cost of each of the District's programs as well as each program's net cost (total cost less revenues generated by activities). The net cost shows the financial burden that was placed on the district by each of these functions.

Table 3
Governmental Activities

	Total Cost of Services		Net Cost of Services	
	2024	2023	2024	2023
General Government	$ 5,715,873	$ 5,263,525	$ 5,715,873	$ 5,263,525
Interest of L/T Debt	-	-	-	-
Total Expenses	$ 5,715,873	$ 5,263,525	$ 5,715,873	$ 5,263,525

THE DISTRICT'S FUND'S

	Changes in Year End Fund Balance		
	2024	2023	% Change
General	$ 9,403,943	$ 8,858,878	6.2%
Debt Service	-	-	
Capital Assets	261,209	296,007	-11.8%
Total Governmental Balances	$ 9,665,152	$ 9,154,885	5.3%

Table 5 presents a summary of governmental fund revenues for the 2024 fiscal year and the amounts and percentages of increases and decreases in relation to the prior year.

Table 5
Total Governmental Fund Revenues

Revenue Source	2024	% of total	Increase or (Decrease) over 2022	Percent Increase (Decrease)
Property Taxes	6,054,134	97%	413,821	7%
Other income	32,096	1%	449	0%
Refunds	-	0.00%	-	
Investment Income	139,910	2%	19,371	16%
Total	$ 6,226,140	100.0%	$ 433,641	7.0%

Table 6 presents the general Fund budget and the difference between the original budget and final budget for fiscal year 2024. Table 7 discusses the variance between the final budget and the actual results for the year.

Table 6
Original and Final Budget

	Budgeted Amounts		
	Original	Final	Variance
Revenues:			
Property Taxes	$ 5,987,707	$ 5,987,707	$ -
Interest Earnings	5,000	5,000	-
Total Revenues:	$ 5,992,707	$ 5,992,707	$ -

	Budgeted Amounts		
	Original	**Final**	**Variance**
Expenditures:			
Current:			
General Government			
Professional Services	$ 40,250	$ 40,250	$ -
General Administrative	116,020	116,020	-
Reserve	500,000	500,000	-
Fire & EMT Services	5,379,033	5,379,033	-
Capital Outlay	-	-	-
Debt Service:	-	-	-
Total Expenditures:	$ 6,035,303	$ 6,035,303	$ -
Excess (Deficiency) of Revenues Over (Under) Expenditures	$ (42,596)	$ (42,596)	$ -

Original versus Final Budget

There were no material differences between original and final budgeted amounts for 2024.

Table 7
Final Budget versus Actual Results
General Fund

	Final Budget	**Actual**	**Variance**
Revenues:			
Property Taxes	$ 5,987,707	$ 6,054,134	$ 66,427
Other revenue		32,096	$ 32,096
Refunds	0	-	-
Interest Earnings	5,000	139,910	134,910
Total Revenue:	$ 5,992,707	$ 6,226,140	$ 233,433
Expenditures:			
Current:			
General Government	$ 5,535,303	$ 5,715,873	$ (180,570)
Capital Outlay	-	-	-
Debt Service:	-	-	-
Total Expenditures	$ 5,535,303	$ 5,715,873	$ (180,570)
Excess (Deficiency) of Revenues Over (Under) Expenditures	$ 457,404	$ 510,267	$ 52,863

Final Budget versus Actual Results

There is no material variance in budgeted and actual Property Tax revenues. The District has budgeted for service provider expenses to be normalized in future years.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At year-end, the District had capital assets consisting of a specialty vehicle, net of depreciation, with a value of $261,209.

Debt Administration

At year-end, the District had a loan payable with Government Capital Corporation for $0. This loan was paid off in full in June of 2023.

ECONOMIC FACTORS

The voters added additional territory to ESD9 in the Leander ETJ. This was added by election in 2021 and the district will begin receiving revenue at the end of 2022. The ESD has contracted the City of Leander Fire Department to service that territory.

The District operates solely in Williamson County and has since its inception. Almost 100% of the District's revenue comes from property taxes. The District's budgeting process must continue to work as closely as possible with the Williamson County Tax Assessor's office in order to meet the financial obligations of the District.

It is important that the District is able to succeed in carrying out its day-to-day operations and continue to be able to meet its financial obligations as well.

REQUEST FOR INFORMATION

This financial report is designed to provide a general overview of the District's finances for all those with an interest in the District's finances. Questions concerning any of the information provided in the report or requests for additional information should be addressed to the Office of the Treasurer, P.O. Box 846, Round Rock TX, 78680.

Alan Forster, Treasurer
Williamson County Emergency Services District # 9

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 9

STATEMENT OF NET POSITION

DECEMBER 31, 2024

ASSETS:	
CURRENT ASSETS:	
CASH AND CASH EQUIVALENTS	$5,252,417
PROPERTY TAXES RECEIVABLE	4,156,890
TOTAL CURRENT ASSETS	9,409,307
NONCURRENT ASSETS:	
CAPITAL ASSETS - BUILDING, EQUIPMENT & TRUCKS	$ 261,209
TOTAL NONCURRENT ASSETS	261,209
TOTAL ASSETS	$9,670,516
LIABILITIES:	
CURRENT LIABITLITIES:	
ACCOUNTS PAYABLE	$ 5,364
UNEARNED REVENUE	-
CURRENT PORTIONOF LONG-TERM DEBT	-
TOTAL CURRENT LIABILITIES	5,364
NON CURRENT LIABILITIES:	-
TOTAL LIABILITIES	**$ 5,364**
NET POSITION:	
NET INVESTMENT IN CAPITAL ASSETS	$ 261,209
RESERVED & RESTRICTED	-
UNRESTRICTED	9,403,943
TOTAL NET POSITION	**$9,665,152**

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 9

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED DECEMBER 31, 2024

Functions/Programs	Expenses	Program Revenues	Net Revenue and Change in Net Position Primary Government Governmental Activities
Governmental Activities:			
General Government	$ 5,715,873	$ 6,086,230	$ 370,357
Interest on Long-Term Debt	-	-	-
Total Governmental Activities	$ 5,715,873	$ 6,086,230	$ 370,357
		General Revenues:	$ 370,357
		Unrestricted Interest Earnings	139,910
		Total General Revenues	510,267
		Change in Net Position	510,267
		Net Position - Beginning	9,154,885
		Net Position - Ending	$ 9,665,152

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISSTRICT No. 9

BALANCE SHEET – GOVERNMENTAL FUNDS

DECEMBER 31, 2024

	General	Debt Service	Total Governmental Funds
Assets:			
Cash and Cash Equivalents	$ 5,252,417	$ -	$ 5,252,417
Property Taxes Receivable	4,156,890	-	4,156,890
Total Assets:	$ 9,409,307	$ -	$ 9,409,307
Liabilities and Fund Balances			
Liabilities:			
Accounts Payable	$ 5,364	$ -	$ 5,364
Unearned Revenue	$ 4,156,890		$ 4,156,890
Total Liabilities	$ 4,162,254	$ -	$ 4,162,254
Fund Balances			
Restricted for Debt Service	$ -	$ -	-
Committed for Board Reserve	$ 100,000		$ 100,000
Unassigned	5,147,053	-	5,147,053
Total Fund Balances	**$ 5,247,053**	**$ -**	**$ 5,247,053**
Total Liabilities and Fund Balances	**$ 9,409,307**	**$ -**	**$ 9,409,307**

See accompanying notes to financial statements.

RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES TO NET POSITION
OF GOVERNMENTAL ACTIVITIES
December 31, 2024

Total fund balance - total governmental funds	$ 5,247,053
Amounts reported for governmental activities in the statement of net position are different because:	
Loans payable	-
Capital assets, net of accumulated depreciation	261,209
Property taxes not collected	$ 4,156,890
Net position of governmental activities	$ 9,665,152

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 9
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS
DECEMBER 31, 2024

	General	Debt Service	Other	Total Governmental Funds
Revenues:				
Property Taxes	$ 3,579,863	$ -	$ -	$ 3,579,863
Other Income	32,096	-	-	32,096
Refunds	-			-
Interest Earnings	139,910	-	-	139,910
Total Revenues:	$ 3,751,869	$ -	$ -	$ 3,751,869
Expenditures:				
Current:				
General Government	$ 5,681,075	$ -	$ -	$ 5,681,075
Capital Outlay	-	-	-	-
Debt Service:	-	-	-	-
Principal	-	-	-	-
Interest	-	-	-	-
Total Expenditures	**$ 5,681,075**	**$ -**	**$ -**	**$ 5,681,075**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**$ (1,929,206)**	**$ -**	**$ -**	**$ (1,929,206)**
Other Financing Sources (Uses)				
Transfers In	$ -	$ -	$ -	$ -
Transfers Out	-	-	-	-
Total Other Financing Sources (Uses)	$ -	$ -	$ -	$ -
Net Change in Fund Balances	**$ (1,929,206)**	**$ -**	**$ -**	**$ (1,929,206)**
Fund Balances (Deficit) - Beginning	$ 7,176,259	-	-	7,176,259
Fund Balances (Deficit) - Ending	**$ 5,247,053**	**$ -**	**$ -**	**$ 5,247,053**

See accompanying notes to the financial statements

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2024

Net change in fund balance - total governmental funds	$(1,929,206)
Amounts reported for governmental activities in the statement of net assets are different because:	
Difference in property taxes collected for governmental funds and government wide funds	2,474,271
Capital Outlay	$ -
Payoff loan	-
Depreciation Expense	$ (34,798)
Deferred revenue	-
Changes in net position of governmental activities.	$510,267

See accompanying notes to the financial statements

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity

Williamson County Emergency Services District No. 9 (the District) is a political subdivision of the state of Texas. The entity is responsible for providing emergency services in Williamson County, Texas. The District provides emergency services through a contract with a local Fire Department. The district was created and operates under Article III, Section 48-e, of the Texas Constitution, as proposed by S.J.R. No. 27, Acts of the 70th Legislature, Regular session, 1987, and adopted by the voters at an election held November 3, 1987.

The District is governed by a Board of Commissioners that acts as the authoritative and legislative body of the entity. The Board of Commissioners elects officers for the following positions; President, Vice-President, Treasurer, Secretary and Fire Department Liaison. No board member receives compensation for serving on the Board, except for the Treasurer and Secretary receiving a stipend for administrative duties in day-to-day business.

The accompanying statements of the District have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applicable to governmental units. The financial statements include all organizations, activities, and functions that comprise the District. Component units are legally separate entities for which the District (the primary entity) is financially accountable. Financial accountability is defined as the ability to appoint a voting majority of the organization's governing body and either (1) the district's ability to impose its will over the organization or (2) the potential that the organization will provide a financial benefit to, or impose a financial burden on, the District. Using these criteria, the District has no component units.

Government-wide and fund financial statements

The government-wide financial statements (i.e., the statement of net position and the statement of changes in net position) report information on all of the non-fiduciary activities of the primary government.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Government-wide and fund financial statements

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include consist of Ad Valorem taxes received from the County's appraisal district.

Measurement focus, basis of accounting, and financial statement presentation

The government-wide financial statements are reported using the economic resources measurement focus and accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 31 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

Grants and entitlements and interest associated with the current fiscal period are all considered susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered measurable and available only when the District receives cash.

Fund Accounting

The District uses funds to maintain its financial records during the year. A fund is defined as a fiscal and accounting entity with a self-balancing set of accounts. The District only uses governmental funds.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Government Funds

Government funds are those through which most governmental functions typically are financed. Governmental funds reporting focuses on the sources, uses, and balances of current financial resources. Expendable assets are assigned to the various governmental funds according to the purpose for which they may or must be used. Current liabilities are assigned to the fund from which they will be paid. The difference between governmental fund assets and liabilities is reported as fund balance.

The District reports the following major governmental funds:

General Fund – The General Fund is used to account for all financial resources of the District except those required to be accounted for in another fund. The general fund balance is available to the District for any purpose provided it is expended or transferred according to the general laws of Texas and the bylaws of the District.

Debt Service Fund – The Debt Service fund accounts for the servicing of general long-term debt and revenues reserved for the payment of long-term debt. There is long-term debt as of 12/31/24 in the amount of $0.

Capital Projects Fund – The Capital Projects fund is used to account for all buildings, equipment and fire trucks purchased by the District and revenues allocated for the payment of capital projects. A specialty vehicle was purchased for $176,222 in 12/31/23.

Revenues – Exchange and Non-Exchange Transactions

Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On a modified accrual basis, revenue is recorded in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current fiscal year or are expected to be collected soon enough thereafter to be used to pay liabilities of the current fiscal year. For the District, available means expected to be received within thirty-one days of fiscal year-end. Under the modified accrual basis, only interest is considered to be both measurable and available at fiscal year-end. Non-exchange transactions, in which the District receives value without directly giving value in return, includes grants and donations. On an accrual basis, revenue from grants and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenues – Exchange and Non-Exchange Transactions (Continued)

Eligibility requirements include timing requirements, which specify the year when the resources are required to be used or the fiscal year when use is first permitted, matching requirements, in which the District must provide local resources to be used for a specific purpose, and expenditure requirements, in which the resources are provided to the District on a reimbursement basis. On a modified accrual basis, revenue from non-exchange transactions must be available before it can be recognized.

Expenses / Expenditures

On an accrual basis of accounting, expenses are recognized at the time they are incurred. The measurement focus of governmental fund accounting is on decreases in net financial resources (expenditures) rather than expenses. Expenditures are generally recognized in the accounting period in which the related fund liability is incurred, if measurable.

Cash and Cash Equivalents

Cash and equivalents include all highly-liquid investments with a maturity of three months or less at the date of purchase. During 2023, cash and cash equivalents accounts were limited to First Citizens Bank and Wells Fargo Analyzed Business Checking Plus Public Funds. The District at times has an amount in its depository account that exceeds the maximum amount secured by the Federal Deposit Insurance Corporation (the Pledgor). Williamson County ESD #9 (the Pledgee) has selected First Citizens Bank and Wells Fargo Bank, National Association as the depository and required that the Pledgor secure the deposited funds to the extent they are not insured by FDIC by pledging book-entry securities (Eligible Securities) of any type permitted by the provisions of the Public Funds Collateral Act, Title 10, Chapter 2257 of the Texas Government Code, as in effect from time to time (the "Governing Statutes"), which are eligible to be held in a securities account at a Federal Reserve Bank under Federal Reserve Bank Operating Circular 7. Pledgee and Pledgor have selected the Federal Reserve Bank of San Francisco (Custodian) to hold the pledged securities in custody and safekeeping pursuant to the terms of the Governing Statutes, Federal Reserve Bank Operating Circular 7 as in effect from time to time (Circular 7), and the Custody Agreement for Book-Entry Securities, Appendix C, to circular 7 (the "Custody Agreement"), the provisions of which are incorporated herein by reference. Pledgee and Pledgor agree as follows:

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Cash and Cash Equivalents

1. Grant of Security Interest; Instructions Regarding Collateral. Pledgor hereby grants to Pledgee a security interest in all Eligible Securities held by Custodian and reflected on Custodian's records as being pledged to Pledgee (the "Collateral").

2. Amount of Collateral. The aggregate market value of Eligible Securities held by Custodian at all times during this agreement must be in an amount not less than one hundred percent (100%) of (a) the amount of Pledgee's collected funds on deposit with Pledgor, increased by (b) the amount of accrued but uncredited interest on such deposited funds, (c) reduced by that portion of the funds insured by FDIC.

Restricted Assets

Restricted assets are cash and cash equivalents whose use is limited by legal requirements. Restricted cash with fiscal agent represents amounts required by debt covenant to be segregated for final year debt payment and accrued interest on the bonds.

Interfund Transactions

During the course of normal operations, the District has numerous transactions between funds. Interfund transactions are generally classified as follows:

Operating transfers are reported as "Other Financing Sources and Uses" in the governmental funds, as "Transfers In" by the recipient fund, and "Transfers Out" by the disbursing fund.

On the governmental funds balance sheet, receivables and payables resulting from short-term interfund loans are classified as "interfund loan receivables/payables." These amounts are eliminated on the statement of net assets.

Capital Assets

General capital assets generally result from expenditures in the governmental funds. These assets are reported on the government-wide statement of net assets and in the Capital Projects Fund. All capital assets are recorded at cost and updated for additions and retirements during the year. The District does not possess building infrastructure. Other capital assets consist of a laptop computer. Improvements are capitalized; the cost of normal maintenance and repairs that do not add to the value of the asset or materially extend the asset's life are not.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Reservations of Fund Balance

The District records reservations for portions of fund equity which are legally segregated for specific future use or which do not represent available expendable resources and therefore, are not available for appropriations or expenditures in the governmental fund balance sheet. Unreserved fund balance indicates that portion of fund equity, which is available for appropriations, in future periods. Fund equity reserves have been established for encumbrances in the general and capital projects fund and for future debt service in the debt service fund. If restricted and unrestricted assets are available for the same purpose, then restricted assets will be used before unrestricted assets.

Net Position

Net position presents the difference between assets and liabilities in the statement of net assets. Net investment in capital assets is reduced by the outstanding balances or any borrowing used for the acquisition, construction, or improvement of those assets. Net position is reported as restricted when there are legal limitations imposed on their use by District legislation or external restrictions by creditors, grantors, laws or regulations of other governments.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

Accrued Liabilities

The District reports accrued liabilities on the statement of net position. The District has liabilities of $0 as of December 31, 2024.

NOTE 2 – TAX REVENUES

The District's tax revenue is collected by County of Williamson, Texas, (the county) under the provisions of a tax collection agreement signed October 3, 2000. Under the agreement, the County is responsible for making the calculations necessary for the District to comply with the statutory requirements for setting tax rates as specified in Chapter 26 of the Texas Property Tax Code and collecting the appropriate tax. The County periodically remits the collected taxes to the District. The agreement may be terminated by either party on written notice, but neither party has expressed an interest in terminating the agreement.

NOTE 2 – TAX REVENUES (Continued)
The County provided the District with written reports necessary to keep the District advised of all financial information affecting the District. The District pays the county for its tax collection activity in four equal quarterly payments, which totaled $38,641 USD for 2023. The amount is determined by the County based on an amount per each parcel of taxable property, or account taxable by the District. The tax rate for WCESD # 9 for 2024 is $.097704 per $100 valuation of property. The total adjusted original tax roll was $6,054,134 on $6,196,403,423 valuation from Williamson County. Property taxes receivable at 12/31/24 total $4,156,890 with $4,156,890 being current and $0 being delinquent.

NOTE 3 – CASH AND CASH EQUIVALENTS

Cash resources of several individual funds are combined to form a pool of cash and investments. In addition, investments are separately held by a number of individual funds. Statutes require the classification of funds held by the District into three categories.

Category 1 consists of "active" funds – those funds required to be kept in "cash" or "near cash" status for immediate use by the District. Such funds must be maintained either as cash in the District Treasury or in depository accounts payable or withdrawal on demand, including negotiable order of withdrawal (NOW) accounts.

Category 2 consists of "inactive" funds – those funds not required for use within the current two-year period of designation of depositories. Inactive funds may be deposited for invested only as certificates of deposit maturing no later than the end of the current period of designation of depositories.

Category 3 consists of "interim" funds – those funds not needed for immediate use, but needed before the end of the current period of designation of depositories. Interim funds may be invested or deposited in the following securities:

United States Treasury notes, bills, bonds or any other obligation or security issued by the United States Treasury or any other obligation guaranteed as to principal or interest by the United States. Bonds, notes, debentures, or any other obligations or securities issued by any federal government agency or instrumentality, including but not limited to, the federal national mortgage association, federal home loan bank, federal farm credit bank, federal home loan mortgage corporation, government national mortgage association, and student loan marketing association. All federal agency securities shall be direct issuances of federal government agencies or instrumentalities.

Deposits

At year-end the carrying amount of the District's deposits was $5,252,417 and the bank balance was $5,252,417. The bank balance's in excess of FDIC coverage are secured by a collateralization agreement with First Citizens Bank and Wells Fargo Bank National Association that ensures that all of the Williamson County ESD #9's funds are guaranteed to be covered by collateralized securities.

NOTE 3 – CASH AND CASH EQUIVALENTS (Continued)

Deposits (Continued)

This agreement ensures that all of Williamson County ESD #9's funds are safe and secure and no loss of funds could be realized in the event of bank failure.

NOTE 4 – GENERAL FIXED ASSETS

The District had fixed assets of $347,981 consisting of specialty vehicles, net of depreciation of $86,77, as of December 31, 2024.

	Balance 9/30/2023	Additions	Retirements	Balance 9/30/2024
Capital assets not being depreciated:				
Land	-			-
Total				
Capital assets being depreciated:				
Vehicles	347,981	-		347,981
	-	-		-
Total Capital assets being depreciated	347,981	-		347,981
Total Capital Assets				
Less: Accumulated Depreciation	(51,974)	(34,798)		(86,772)
Net Capital Assets	296,007	(34,798)		261,209

NOTE 5 – GENERAL LONG-TERM DEBT

The District has general long-term debt of $0 as of December 31, 2024. This loan was paid off in full in June 2023.

NOTE 6 – CONTINGENCIES

As of December 31, 2024, the District did not have any material pending litigation or potential non-disclosed liabilities.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 9
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS) GENERAL FUND

FOR THE YEAR ENDED DECEMBER 31, 2023

	Budgeted Amounts			
	Original	**Final**	**Actual**	**Variance with Final Budget Positive (Negative)**
Revenues:				
Property Taxes	$ 5,976,707	$ 5,976,707	$ 3,579,863	$ (2,396,844)
Other Income	11,000	11,000	32,096	21,096
Refunds			-	
Interest Earnings	5,000	5,000	139,910	134,910
Total Revenues	**$ 5,992,707**	**$ 5,992,707**	**$ 3,751,869**	**$ (2,240,838)**
Expenditures:				
Current:				
General Government	$ 5,535,303	$ 5,535,303	$ 5,681,075	$ (145,772)
Capital Outlay	-	-	-	-
Debt Service: Interest Expense	-	-	-	-
Total Expenditures	**$ 5,535,303**	**$ 5,535,303**	**$ 5,681,075**	**$ (145,772)**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**$ 457,404**	**$ 457,404**	**$ (1,929,206)**	**$ (2,386,610)**
Other Financing sources (Uses)			-	
Transfers In	-	-	-	-
Transfers Out	$ -	$ -	$ -	$ -
Total Other Financing Sources (Uses)	$ -	$ -	$ -	$ -
Excess (Deficiency of Revenues And Other Financing Sources Over (Under) Expenditures and Other Financing Sources (Uses)			**$ (1,929,206)**	
Fund Balance Beginning of Year			7,176,259	
Fund Balance End of Year			**$ 5,247,053**	
		GAAP Basis Fund Balance:	$ 9,665,152	

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 9
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
DECEMBER 31, 2024

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Budgetary Process

The budgetary process is prescribed by the provisions of the Texas Constitution and entails the preparation of budgetary documents within an established timeline. Legally, the Texas Constitution does not strictly impose a requirement on the District to follow the budgetary process but the district chose to follow the budgetary process. The major documents prepared are an estimated budget with revenues and expenditures. The level of budgetary control is at the object level for the District. The budget is not amended for modifications or changes during the year. All expenditures are approved by the Board beforehand.

Estimated Resources

As part of the District's budgetary process, the Board approves the official estimated resources. The official estimated resources state the projected revenue for the district. The estimated revenue is calculated from information from the Williamson County Appraisal District. The budget is not revised or amended for increases or decreases in estimated revenues.

Appropriations

Estimated appropriations are prepared for the annual budget. All appropriations, no matter how small or how large, still must be approved by the Board before remittance, whether or not they were included in the budget.

Budgetary Basis of Accounting

The District's budgetary process accounts for certain transactions on a basis other than GAAP. The major differences between the budgetary basis and the GAAP basis lie in the manner in which revenues and expenditures are recorded. Under the budgetary process, revenues and expenditures are recognized on the cash basis. Utilizing the cash basis, revenues are recorded when received in cash and expenditures are recorded when paid. Under the GAAP basis, revenues and expenditures are recorded on the modified accrual basis of accounting on the governmental fund statements and on the full accrual basis on the government-wide statements.

The Accounting Firm
of
Donald L. Allman, CPA

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REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors
Williamson County ESD # 9

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Williamson County ESD # 9 as of and for the year ended December 31, 2024, and the related notes to the financial statements, which collectively comprise Williamson County ESD # 9's basic financial statements, and have issued our report thereon dated June 18, 2025

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Williamson County ESD # 9's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Williamson County ESD # 9's internal control. Accordingly, we do not express an opinion on the effectiveness of Williamson County ESD # 9's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Williamson County ESD #9's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Donald L. Allman, CPA

Georgetown, TX

June 18, 2025

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 10

AUDITED FINANCIAL STATEMENTS

AND SUPPLEMENTAL SCHEDULES

AND INDEPENDENT AUDITOR'S REPORT

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 10

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The Accounting Firm
of
Donald L. Allman, CPA

Independent Auditor's Report

To the Board of Directors
Williamson County Emergency Services District No. 10

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Williamson County Emergency Services District No. 10 as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Williamson County ESD No. 10 as of September 30, 2024, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, on pages 3 – 10 and 26 - 27 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards,* we have also issued our report date, June 17, 2025, on our consideration of the Williamson County ESD # 10's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Williamson County ESD # 10's internal control over financial reporting and compliance

Donald L. Allman, CPA

Georgetown, Texas
June 17, 2025

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 10
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

Our discussion and analysis of the Williamson County Emergency Services District No. 10's financial performance provides an overview of the District's financial activities for the fiscal year ended September 30, 2024. Please review it in conjunction with the transmittal letter and the District's basic financial statements, which begin on page 11.

FINANCIAL HIGHLIGHTS

Total net position increased $302,547 which represents net income for 2024.

The District had $933,010 in expenses related to governmental activities with $1,235,557 in program revenues to cover the cost of these programs. The excess revenues were kept to increase the cash balance and unrestricted net position.

USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements. The Statement of Net Position and the Statement of Activities (on pages 11-12) provide information about the activities of the District as a whole and present a longer-term view of the District's finances. Fund financial statements start on page 13. These statements tell how these services were financed in the short-term as well as what remains for future spending. Fund financial statements also report the District's operations in more detail than the government-wide statements by providing information about the District's most financially significant funds.

Reporting the District as a Whole

The Statement of Net Position and the Statement of Activities
Our analysis of the District as a whole begins on page 11. One of the most important questions asked about the District's finances is "Is the District as a whole better off or worse as a result of this year's activities?" The Statement of Net Position and the Statement of Activities report information about the District as a whole and about its activities in a way that helps answer that question.

These statements include all assets and liabilities using the accrual basis of accounting, which is similar to accounting used by most private-sector companies. Accrual of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two statements report the District's net position and changes in them. You can think of the District's net position, the difference between assets, what the District owns, and liabilities, what the District owes, as one way to measure the District's financial health, or financial position. Over time, increases or decreases in the District's net position are one indicator of whether its financial health is improving or deteriorating. You will need to consider other non-financial factors, however, such as changes in the District's jurisdiction, the availability of capital projects, and continuing local governmental support to assess the overall health of the District.

Reporting the District's Most Significant Funds Major Funds

Fund Financial Statements -General

Our analysis of the District's major funds begins on page 13. The Fund financial statements begin on page 13 and provide detailed information about the most significant funds-not the District as a whole. Some funds are required to be established by State law. The District only has governmental funds.

Governmental Funds: The District's services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year-end that are available for spending. These funds are reported using an accounting method called *modified accrual* accounting, which measures cash and all other financial assets that can be readily converted to cash. The governmental fund statements provide a detailed short-term view of the District's operations and the services it provides. Governmental fund information helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs. We describe the relationship (or differences) between governmental activities (reported in the Statement of Net Position and the Statement of Activities) and governmental funds in a reconciliation beside the fund financial statements, if applicable.

Notes to the Financial Statements: The notes provide additional information that is essential to a full understanding of the data provided in the governmental-wide and fund financial statements. The notes to the financial statements can be found on pages 17-24 of this report.

Other information: In addition to the basic financial statements and accompanying notes, this report also presents budget to actual statements and schedules which can be found on pages 26 of this report.

THE DISTRICT AS A WHOLE

The District's total net position changed from a year ago, increasing from $650,241 to $952,788. Our analysis below focuses on the net position (Table 1) and changes in net position (Table 2) of the District's governmental activities.

Table 1

Net Position

	2024	2023
Cash and Current Assets	$ 593,879	$ 300,439
Restricted Cash	401,392	121,097
Property Taxes Receivable	19,304	17,359
Capital Assets	1,498,151	989,125
Total Assets	$ 2,512,726	$ 1,428,020
Current Liabilities	$ 154,981	$ 84,831
Long-term Obligations	1,404,957	692,948
Total Liabilities	$ 1,559,938	$ 777,779
Net Position:		
Net Investment in Capital Assets	$ 101,429	$ 211,346
Restricted	238,176	121,097
Unrestricted	613,183	317,798
Total Net Position	$ 952,788	$ 650,241

Net position of the District's activities increased 267% or $302,547. Unrestricted net position, the part of net position that can be used to finance day-to-day operations without constraints established by debt covenants, enabling legislation, or other legal requirements – increased from $317,798 to $613,183 by the end of fiscal year 2024.
Table 2 compares the 2024 change in net position to the 2023 change in net position.

Table 2
Changes in Net Position for 2024
Compared with 2023 Activity

	2024	2023	Change
Program Revenues:			
Property Taxes	$ 1,107,849	$ 642,900	$ 464,949
Wilco Stipend	47,904	35,936	$ 11,968
Other revenue	31,830	19,630	$ 12,200
Grant income	16,220	-	$ 16,220
Interest Income	31,754	15,110	16,644
Total Revenues	$ 1,235,557	$ 713,576	$ 521,981
Program Expenses			
General Government	$ 886,319	$ 612,324	$ 273,995
Interest on L/T Debts	46,691	18,835	(27,856)
Total Expenses	$ 933,010	$ 631,159	$ 246,139
Net Position Increase / (decrease)	$ 302,547	$ 82,417	$ 220,130

Table 3 presents the cost of each of the District's programs as well as each program's net cost (total cost less revenues generated by activities). The net cost shows the financial burden that was placed on the District by each of these functions.

Table 3
Governmental Activities

	Total Cost of Services		Net Cost of Services	
	2024	2023	2024	2023
General Government	$ 933,010	$ 631,159	$ 933,010	$ 631,159
Interest of L/T Debt	-	-	-	-
Total Expenses	$ 933,010	$ 631,159	$ 933,010	$ 631,159

THE DISTRICT'S FUND'S

Table 4
Changes in Year End Fund Balance

	2024	2023	% Change
General	$ 613,183	$ 317,798	92.9%
Debt Service	238,176	81,773	100.0%
Capital Assets	101,429	211,346	-52.0%
Total Governmental Balances	$ 952,788	$ 610,917	35.9%

The (52.5)% decrease in Net Investment in Capital Assets balance is due to depreciation. Restricted net position increased $156,403 due to new debt.

The 92.9% increase in the Unrestricted fund balance can be attributed to less expenses and more property tax revenues.

Table 5 presents a summary of governmental fund revenues for the 2024 fiscal year and the amounts and percentages of increases and decreases in relation to the prior year.

Table 5
Total Governmental Fund Revenues

Revenue Source	2024	% of total	Increase or (Decrease) over 2023	Percent Increase (Decrease)
Property Taxes	1,107,849	95%	464,949	42%
Other income	31,830	3%	12,200	38%
Investment Income	31,754	3%	16,644	52%
Total	$ 1,171,433	100.0%	$ 493,793	42.2%

Table 6 presents the General Fund budget and the difference between the original budget and final budget for fiscal year 2023. Table 7 discusses the variance between the final budget and the actual results for the year.

Table 6 .
Original and Final Budget

	Budgeted Amounts Original	Final	Variance
Revenues:			
Property Taxes	$ 828,734	$ 828,734	$ -
Other income	43,600	43,600	-
Total Revenues:	$ 872,334	$ 872,334	$ -
	Budgeted Amounts Original	Final	Variance
Expenditures:			
Current:			
General Government			
Professional Services	$ 92,450	$ 92,450	$ -
General Administrative	291,020	291,020	-
Reserve	-	-	-
Fire & EMT Services	186,655	186,655	-
Capital Outlay	64,704	64,704	-
Debt Service:	81,797	81,797	-
Total Expenditures:	$ 716,626	$ 716,626	$ -
Excess (Deficiency) of Revenues Over (Under) Expenditures	$ (57,245)	$ (57,245)	$ -

Original versus Final Budget

There were no material differences between original and final budgeted amounts for 2024.

Table 7
Final Budget versus Actual Results
General Fund

	Final Budget	Actual	Variance
Revenues:			
Property Taxes	$ 828,734	$ 1,105,904	$ 277,170
Other revenue	43,600	47,904	$ 4,304
Interest Earnings	-	79,804	79,804
Total Revenue:	$ 872,334	$ 1,233,612	$ 361,278
Expenditures:			
Current:			
General Government	$ 570,415	$ 691,571	$ (121,156)
Capital Outlay	180,676	-	180,676
Debt Service:	121,122	121,097	25
Total Expenditures	$ 872,213	$ 812,668	$ 59,545
Excess (Deficiency) of Revenues Over (Under) Expenditures	$ 121	$ 420,944	$ 420,823

Final Budget versus Actual Results

The variance in **Property Tax** revenues is due to the District increasing its overall property value due to growth and new construction.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At year-end, the District had $1,498,151 invested in equipment, trucks and computers. This represents a $564,681 net increase over the last year, which is due to additions in equipment and vehicles, minus depreciation.

Debt Administration

At fiscal year-end, the District had $1,559,938 in notes payable for fire trucks and equipment. New loans for $866,990 were entered into in 2024.

ECONOMIC FACTORS

The District operates solely in Williamson County and has since its inception. Almost 97% of the District's revenue comes from property taxes. The District's budgeting process must continue to work as closely as possible with the Williamson County Tax Assessor's office in order to meet the financial obligations of the District.

It is important that the District is able to succeed in carrying out its day-to-day operations and continue to be able to meet its financial obligations as well. The additional apparatus and equipment are vital to providing the best fire protection and EMT services to the citizens of the District.

REQUEST FOR INFORMATION

This financial report is designed to provide a general overview of the District's finances for all those with an interest in the District's finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Office of the Treasurer, P.O. Box 102, Coupland TX 78615.

Chad Richter, Treasurer
Williamson County Emergency Services District # 10

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT # 10
STATEMENT OF NET POSITION
SEPTEMBER 30, 2024

ASSETS:	
CURRENT ASSETS:	
CASH AND CASH EQUIVALENTS	$ 593,879
RESTRICTED CASH	401,392
PROPERTY TAXES RECEIVABLE	19,304
TOTAL CURRENT ASSETS	1,014,575
NONCURRENT ASSETS:	
CAPITAL ASSETS - BUILDING, EQUIPMENT & TRUCKS	$ 1,498,151
TOTAL NONCURRENT ASSETS	1,498,151
TOTAL ASSETS	**$ 2,512,726**
LIABILITIES:	
CURRENT LIABITLITIES:	
ACCOUNTS PAYABLE	$ -
UNEARNED REVENUE	-
CURRENT PORTIONOF LONG-TERM DEBT	154,981
TOTAL CURRENT LIABILITIES	154,981
NON CURRENT LIABILITIES:	1,404,957
TOTAL LIABILITIES	**$ 1,559,938**
NET POSITION:	
NET INVESTMENT IN CAPITAL ASSETS	$ 101,429
RESTRICTED	238,176
UNRESTRICTED	613,183
TOTAL NET POSITION	**$ 952,788**

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 10

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED SEPTEMBER 30, 2024

Functions/Programs	Expenses	Program Revenues	Net Revenue and Change in Net Position Primary Government Governmental Activities
Governmental Activities:			
General Government	$ 886,319	$ 1,155,753	$ 269,434
Interest on Long-Term Debt	-	(46,691)	(46,691)
Total Governmental Activities	$ 886,319	$ 1,109,062	$ 222,743

General Revenues:	$ 222,743
Other Revenues	79,804
Total General Revenues	302,547
Change in Net Position	302,547
Net Position - Beginning	650,241
Net Position - Ending	$ 952,788

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 10

BALANCE SHEET – GOVERNMENTAL FUNDS

SEPTEMBER 30, 2024

	General	Debt Service	Total Governmental Funds
Assets:			
Cash and Cash Equivalents	$ 593,879	$ -	$ 593,879
Property Taxes Receivable	19,304	-	19,304
Restricted Cash		$ 401,392	$ 401,392
Total Assets:	$ 613,183	$ 401,392	$ 1,014,575
Liabilities and Fund Balances			
Liabilities:			
Accounts Payable	$ -	$ -	$ -
Unearned Revenue	$ 19,304		$ 19,304
Total Liabilities	$ 19,304	$ -	$ 19,304
Fund Balances			
Restricted for Debt Service	$ -	$ 238,176	238,176
Restricted for Capital Assets		$ 163,216	$ 163,216
Unassigned	593,879	-	593,879
Total Fund Balances	**$ 593,879**	**$ 401,392**	**$ 995,271**
Total Liabilities and Fund Balances	**$ 613,183**	**$ 401,392**	**$ 1,014,575**

See accompanying notes to financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT # 10
RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES TO NET POSITITON OF GOVERNMENTAL ACTIVITIES
SEPTEMBER 30, 2024

Total fund balance - total governmental funds	$ 995,271
Amounts reported for governmental activities in the statement of net position are different because:	
Capital assets, net of accumulated depreciation	1,498,151
Property taxes not collected	19,304
Notes Payable	(1,559,938)
Restricted Cash for Capital Asset Purchase	-
Net position of governmental activities	$ 952,788

See accompanying notes to financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 10

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS
SEPTEMBER 30, 2024

	General	Debt Service	Other	Total Governmental Funds
Revenues:				
Property Taxes	$ 1,105,904	$ -	$ -	$ 1,105,904
Wilco Stipend	47,904	-	-	47,904
Other income	79,804	-	-	79,804
Total Revenues:	$ 1,233,612	$ -	$ -	$ 1,233,612
Expenditures:				
Current:				
General Government	$ 691,571	$ -	$ -	$ 691,571
Capital Outlay	-	703,774	-	703,774
Debt Service:	-	-	-	-
Principal	-	84,831	-	84,831
Interest	10,425	36,266	-	46,691
Total Expenditures	**$ 701,996**	**$ 824,871**	**$ -**	**$ 1,526,867**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**$ 531,616**	**$ (824,871)**	**$ -**	**$ (293,255)**
Other Financing Sources (Uses)				
Restricted cash	-			-
Loan Proceeds	-	866,990		866,990
Transfers In	$ -	$ 238,176	$ -	$ 238,176
Transfers Out	(238,176)	-	-	(238,176)
Total Other Financing Sources (Uses)	$ (238,176)	$ 1,105,166	$ -	$ 866,990
Net Change in Fund Balances	**$ 293,440**	**$ 280,295**	**$ -**	**$ 573,735**
Fund Balances (Deficit) - Beginning	$ 300,439	121,097	-	421,536
Fund Balances (Deficit) - Ending	**$ 593,879**	**$ 401,392**	**$ -**	**$ 995,271**

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT # 10
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2024

Net change in fund balance - total governmental funds	$	573,735
Amounts reported for governmental activities in the statement of net assets are different because:		
Difference in property taxes collected for governmental funds and government wide funds		1,945
Capital Outlay	$	703,774
Depreciation Expense	$	(225,414)
Repayment of Debt Principal		84,831
Loan proceeds		(866,990)
Restricted cash released from restrictions		30,666
Changes in net position of governmental activities.		$302,547

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 10
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

Williamson County Emergency Services District No. 10 (the District) is a governmental unit of the State of Texas that was formed in May of 2005. The entity is responsible for providing fire and emergency services in Williamson County, Texas. The District provides fire and emergency medical services to a certain geographic portion of Williamson County including Thrall and Coupland, Texas, and an unincorporated area located in Williamson County. The District was created and operates under Article III, Section 48-3, of the Texas Constitution for the protection of human life and health as provided by that Act. The District's operations are governed by the Texas Health and Safety Code, Chapter 775 Emergency Services Districts.

The accompanying statements of the District have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applicable to governmental units. The financial statements include all organizations, activities, and functions that comprise the District. Component units are legally separate entities for which the District (the primary entity) is financially accountable. Financial accountability is defined as the ability to appoint a voting majority of the organization's governing body and either (1) the District's ability to impose its will over the organization or (2) the potential that the organization will provide a financial benefit to, or impose a financial burden on, the District. Using these criteria, the District has no component units.

B. Government-wide and fund financial statements

The government-wide financial statements (i.e., the statement of net assets and the statement of changes in net assets) report information on all of the non-fiduciary activities of the primary government.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues primarily consist of Ad Valorem taxes received from the County's appraisal district.

C. Measurement focus, basis of accounting, and financial statement presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 31 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

Grants and entitlements and interest associated with the current fiscal period are all considered susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered measurable and available only when the District receives cash.

Fund Accounting

The District uses funds to maintain its financial records during the year. A fund is defined as a fiscal and accounting entity with a self-balancing set of accounts. The District only uses governmental funds.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Governmental Funds

Governmental funds are those through which most governmental functions typically are financed. Governmental funds reporting focuses on the sources, uses, and balances of current financial resources. Expendable assets are assigned to the various governmental funds according to the purpose for which they may or must be used. Current liabilities are assigned to the fund from which they will be paid. The difference between governmental fund assets and liabilities is reported as fund balance.

The District reports the following major governmental funds:

General Fund – The General Fund is used to account for all financial resources of the District except those required to be accounted for in another fund. The general fund balance is available to the District for any purpose provided it is expended or transferred according to the general laws of Texas and the bylaws of the District.

Revenues – Exchange and Non-Exchange Transactions

Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On a modified accrual basis, revenue is recorded in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current fiscal year or are expected to be collected soon enough thereafter to be used to pay liabilities of the current fiscal year. For the District, available means expected to be received within thirty-one days of fiscal year-end. Under the modified accrual basis, only interest is considered to be both measurable and available at fiscal year-end. Non-exchange transactions, in which the District receives value without directly giving value in return, includes grants and donations. On an accrual basis, revenue from grants and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Eligibility requirements include timing requirements, which specify the year when the resources are required to be used or the fiscal year when use is first permitted, matching requirements, in which the District must provide local resources to be used for a specific purpose, and expenditure requirements, in which the resources are provided to the District on a reimbursement basis. On a modified accrual basis, revenue from non-exchange transactions must be available before it can be recognized.

Expenses/Expenditures

On an accrual basis of accounting, expenses are recognized at the time they are incurred. The measurement focus of governmental fund accounting is on decreases in net financial resources (expenditures) rather than expenses. Expenditures are generally recognized in the accounting period in which the related fund liability is incurred, if measurable.

C. Cash and Cash Equivalents

Cash and equivalents include all highly-liquid investments with a maturity of three months or less at the date of purchase. During 2024, cash and cash equivalents accounts were limited to the Citizen's National Bank checking account, and an Eagle bank savings account.

D. Restricted Assets

Williamson County ESD # 10 has restricted cash of $238,16 for the purpose of debt service, and restricted cash of $163,216 from loan proceeds for the purpose of purchasing additional capital assets.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

E. **Capital Assets**

General capital assets generally result from expenditures in the governmental funds. These assets are reported on the government-wide statement of net position and in the General Fund. All capital assets are recorded at cost and updated for additions and retirements during the year. The District does possess building infrastructure. Other Capital assets consist of computers, trucks and fire trucks. Improvements are capitalized; the cost of normal maintenance and repairs that do not add to the value of the asset or materially extend the asset's life are not.

F. **Reservations of Fund Balance**

The District currently does not have any reservations of fund balance amounts.

G. **Net Position**

Net position present the difference between assets and liabilities in the statement of net position. Net Investment in capital assets are reduced by the outstanding balances of any borrowing used for the acquisition, construction, or improvement of those assets.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Net assets are reported as restricted when there are legal limitations imposed on their use by District legislation or external restrictions by creditors, grantors, laws or regulations of other governments.

H. Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

I. Accrued Liabilities

The District reports accrued liabilities on the statement of net position. The District reports accounts payable of $0 during 2024.

NOTE 2 – TAX REVENUES

The District's tax revenue is collected by County of Williamson, Texas, (the County) under the provisions of a tax collection agreement signed September, 1995. Under the agreement, the County is responsible for making the calculations necessary for the District to comply with the statutory requirements for setting tax rates as specified in Chapter 26 of the Texas Property Tax Code and collecting the appropriate tax. The County periodically remits the collected taxes to the District. The agreement may be terminated by either party on written notice, but neither party has expressed an interest in terminating the agreement. The County provides the District with written reports necessary to keep the District advised of all financial information affecting the District. Property taxes attach as an enforceable lien on property as of January 1. Taxes are levied on October 1 and are due and payable on or before January 31 of the following year. All unpaid taxes become delinquent February 1 of the following year. The District pays the County for its tax collection activity in four quarterly payments, which totaled $4,579 USD for 2024. The amount is determined by the County based on an amount per each parcel of taxable property, or account taxable by the District. The tax rate for WCESD # 10 for 2024 is $.10 per $100 valuation of property. The total adjusted original tax roll was $1,107,849 on $1,107,849 valuation. Property taxes receivable at 9/30/24 total $19,304 with $11,968 being current and $7,336 being delinquent.

NOTE 3 – CASH AND CASH EQUIVALENTS

Cash resources of several individual funds are combined to form a pool of cash and investments. In addition, investments are separately held by a number of individual funds. Statutes require the classification of funds held by the District into three categories.

Category 1 consists of "active" funds – those funds required to be kept in "cash" or "near cash" status for immediate use by the District. Such funds must be maintained either as cash in the District Treasury or in depository accounts payable or withdrawal on demand, including negotiable order of withdrawal (NOW) accounts.

Category 2 consists of "inactive" funds – those funds not required for use within the current two-year period of designation of depositories. Inactive funds may be deposited or invested only as certificates of deposit maturing no later than the end of the current period of designation of depositories.

Category 3 consists of "interim" funds – those funds not needed for immediate use, but needed before the end of the current period of designation of depositories. Interim funds may be invested or deposited in the following securities:

- United States Treasury notes, bills, bonds or any other obligation or security issued by the United States Treasury or any other obligation guaranteed as to principal or interest by the United States.
- Bonds, notes, debentures, or any other obligations or securities issued by any federal government agency or instrumentality, including but not limited to, the federal national mortgage association, federal home loan bank, federal farm credit bank, federal home loan mortgage corporation, government national mortgage association, and student loan marketing association. All federal agency securities shall be direct issuances of federal government agencies or instrumentalities

A. Deposits

At year-end the carrying amount of the District's deposits was $995,271 and the bank balance was $995,271. $145,060 was with Citizen's National Bank, $995,271 was with Frontier Bank and $0 was with Eagle Bank. Federal depository insurance coverage totals $250,000. The deposits were fully covered by FDIC insurance and collateralization.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 10
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

NOTE 4 - GENERAL FIXED ASSETS

A summary of changes in general fixed assets for the year ended September 30, 2024:

	Balance 9/30/2023	Additions	Retirements	Balance 9/30/2024
Capital assets not being depreciated:				
Land	30,666			30,666
Total				
Capital assets being depreciated:				
Station	521,685			521,685
Apparatus & Vehicles	691,162	131,086		822,248
Equipment, Furniture & fixtures	367,059	572,688		939,747
Total Capital assets being depreciated	1,579,906	703,774		2,283,680
Total Capital Assets				
Less: Accumulated Depreciation	(590,781)	(225,414)		(816,195)
Net Capital Assets	1,019,791	(225,414)		1,498,151

Depreciation expense for the year ended 9/30/24 was $225,414.

NOTE 5 – GENERAL LONG-TERM DEBT

Williamon County ESD # 10 had long-term debt at September 30, 2024 consisting of the following:

	Balance 9/30/2023	Additions	Retirements	Balance 9/30/2024	Due Within One Year
Governmental activities					
2011 General obligation refunding	147,194	-	(26,655)	120,539	27,979
2019 Bank Qualified GO Bonds	37,142	-	(6,726)	30,416	7,060
2021 TexasPublicPropertyFCO	293,443	-	(27,876)	265,567	28,955
2023 Govt. Capital Corporation	300,000	-	(23,574)	276,426	24,812
2024 Govt. Capital Corp 10659		199,925		199,925	15,204
2024 Govt. Capital Corp. 10561		667,065		667,065	50,971
	$ 777,779	$ 866,990	$ (84,831)	$ 1,559,938	$ 154,981

NOTE 5 – GENERAL LONG-TERM DEBT (Continue)

Year ending September 30	Governmental Activities-General Fund Note Payable Government Capital Corporation Principal	Interest
2025	28,955	10,277
2026	30,076	9,157
2027	31,240	7,993
2028	32,449	6,784
2029	33,704	5,528
2029-2032	109,143	8,555
	265,567	48,294

Year ending September 30	Governmental Activities-General Fund Note Payable Government Capital Corporation Principal	Interest
2025	27,979	5,990
2026	29,370	4,599
2027	30,829	3,140
2028	32,361	1,608
	120,539	15,337

Year ending September 30	Governmental Activities-General Fund Note Payable Government Capital Corporation Principal	Interest
2025	7,060	1,511
2026	7,411	1,161
2027	7,779	792
2028	8,166	406
	30,416	3,870

NOTE 5 – GENERAL LONG-TERM DEBT (Continue)

Year ending September 30	Governmental Activities-General Fund Note Payable Government Capital Corporation Principal	Interest
2025	24,812	14,512
2026	26,115	13,210
2027	27,486	11,839
2028	28,929	10,396
2029	30,448	8,877
2029-2033	138,636	18,661
	276,426	77,495

2024 GC: 10659

Year:	Principal	Interest
2025	15,204	11,896
2026	16,108	10,991
2027	17,067	10,033
2028	18,082	9,017
2029	19,158	7,941
2030-2032	114,307	21,189
Total	199,925	71,066

2024 GC: 10561

Year:	Principal	Interest
2025	50,971	39,009
2026	53,952	36,029
2027	57,107	32,874
2028	60,447	29,534
2029	63,982	25,999
2030-2032	380,605	69,299
Total	667,065	232,743

NOTE 6 – CONTINGENCIES

As of September 30, 2024, the District did not have any material pending litigation or potential non-disclosed liabilities.

Required Supplementary Information

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 10
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS) GENERAL FUND

FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with Final Budget
	Original	Final	Actual	Positive (Negative)
Revenues:				
Property Taxes	$ 828,734	$ 828,734	$ 1,105,904	$ 277,170
Wilco Stipend	37,000	37,000	47,904	10,904
Other revenues	6,600	6,600	79,804	73,204
Total Revenues	**$ 872,334**	**$ 872,334**	**$ 1,233,612**	**$ 361,278**
Expenditures:				
Current:				
General Government	$ 570,415	$ 570,415	$ 691,571	$ (121,156)
Capital Outlay	180,676	180,676	703,774	(523,098)
Debt Service: Interest Expense	121,122	121,122	131,522	(10,400)
Total Expenditures	**$ 872,213**	**$ 872,213**	**$ 1,526,867**	**$ (654,654)**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**$ 121**	**$ 121**	**$ (293,255)**	**$ (293,376)**
Other Financing sources (Uses)				
Bond Proceeds			866,990	
Transfers In	-	-	-	-
Transfers Out	$ -	$ -	$ -	$ -
Total Other Financing Sources (Uses)	$ -	$ -	$ 866,990	$ -
Excess (Deficiency of Revenues And Other Financing Sources Over (Under) Expenditures and Other Financing Sources (Uses)			**$ 573,735**	
Fund Balance Beginning of Year			421,536	
Fund Balance End of Year			**$ 995,271**	

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 10

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

SEPTEMBER 30, 2024

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Budgetary Process

The budgetary process is prescribed by the provisions of the Texas Constitution and entails the preparation of budgetary documents within an established timeline. Legally, the Texas Constitution does not strictly impose a requirement on the District to follow the budgetary process but the District chose to follow the budgetary process. The major documents prepared are an estimated budget with revenues and expenditures. The level of budgetary control is at the object level for the District. The budget is not amended for modifications or changes during the year. All expenditures are approved by the Board beforehand.

1. Estimated Resources

As part of the District's budgetary process, the Board approves the official estimated resources. The official estimated resources state the projected revenue for the District. The estimated revenue is calculated from information from the Williamson County Appraisal District. The budget is not revised or amended for increases or decreases in estimated revenues.

2. Appropriations

Estimated appropriations are prepared for the annual budget. All appropriations, no matter how small or how large, still must be approved by the Board before remittance, whether or not they were included in the budget.

3. Budgetary Basis of Accounting

The District's budgetary process accounts for certain transactions on a basis other than GAAP. The major differences between the budgetary basis and the GAAP basis lie in the manner in which revenues and expenditures are recorded. Under the budgetary process, revenues and expenditures are recognized on the cash basis. Utilizing the cash basis, revenues are recorded when received in cash and expenditures are recorded when paid. Under the GAAP basis, revenues and expenditures are recorded on the modified accrual basis of accounting on the governmental fund statements and on the full accrual basis on the government-wide statements. See page 14 for a reconciliation between governmental funds and GAAP basis net equity fund balance.

The Accounting Firm of Donald L. Allman, CPA

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors
Williamson County ESD # 10

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Williamson County ESD # 10 as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise Williamson County ESD # 10's basic financial statements, and have issued our report thereon dated June 17, 2025 .

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Williamson County ESD # 10's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Williamson County ESD # 10's internal control. Accordingly, we do not express an opinion on the effectiveness of Williamson County ESD # 10's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Williamson County ESD #10's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Donald L. Allman, CPA, PC

Georgetown, TX
June 17, 2025

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 11

AUDITED FINANCIAL STATEMENTS

AND SUPPLEMENTAL SCHEDULES

AND INDEPENDENT AUDITOR'S REPORT

FOR THE FISCAL YEAR ENDED DECEMBER 31, 2024

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 11

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The Accounting Firm
of
Donald L. Allman, CPA

Independent Auditor's Report

To the Board of Directors
Williamson County Emergency Services District No. 11

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Williamson County Emergency Services District No. 11 as of and for the year ended December 31, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Williamson County ESD No. 11 as of December 31, 2024, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, on pages 3 – 10 and 26 - 27 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards,* we have also issued our report date, May 30, 2025 on our consideration of the Williamson County ESD # 6's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Williamson County ESD # 11's internal control over financial reporting and compliance

Donald L. Allman, CPA

Georgetown, Texas
May 30, 2025

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 11
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED DECEMBER 31, 2024

Our discussion and analysis of the Williamson County Emergency Services District No. 11's financial performance provides an overview of the District's financial activities for the fiscal year ended December 31, 2024. Please review it in conjunction with the transmittal letter and the District's basic financial statements, which begin on page 11.

FINANCIAL HIGHLIGHTS

Total net position increased $4,310 which represents a net income for 2024.

The District had $154,599 in expenses related to governmental activities with $158,909 in program revenues to cover the cost of these programs.

USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements. The Statement of Net Position and the Statement of Activities (on pages 11-12) provide information about the activities of the District as a whole and present a longer-term view of the District's finances. Fund financial statements start on page 13. These statements tell how these services were financed in the short-term as well as what remains for future spending. Fund financial statements also report the District's operations in more detail than the government-wide statements by providing information about the District's most financially significant funds.

Reporting the District as a Whole

The Statement of Net Position and the Statement of Activities
Our analysis of the District as a whole begins on page 11. One of the most important questions asked about the District's finances is "Is the District as a whole better off or worse as a result of this year's activities?" The Statement of Net Position and the Statement of Activities report information about the District as a whole and about its activities in a way that helps answer that question.

These statements include all assets and liabilities using the accrual basis of accounting, which is similar to accounting used by most private-sector companies. Accrual of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two statements report the District's net position and changes in them. You can think of the District's net position, the difference between assets, what the District owns, and liabilities, what the District owes, as one way to measure the District's financial health, or financial position. Over time, increases or decreases in the District's net position are one indicator of whether its financial health is improving or deteriorating. You will need to consider other non-financial factors, however, such as changes in the District's jurisdiction, the availability of capital projects, and continuing local governmental support to assess the overall health of the District.

Reporting the District's Most Significant Funds Major Funds

Fund Financial Statements -General

Our analysis of the District's major funds begins on page 13. The Fund financial statements begin on page 13 and provide detailed information about the most significant funds-not the District as a whole. Some funds are required to be established by State law. The District only has governmental funds.

Governmental Funds: The District's services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year-end that are available for spending. These funds are reported using an accounting method called *modified accrual* accounting, which measures cash and all other financial assets that can be readily converted to cash. The governmental fund statements provide a detailed short-term view of the District's operations and the services it provides. Governmental fund information helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs. We describe the relationship (or differences) between governmental activities (reported in the Statement of Net Position and the Statement of Activities) and governmental funds in a reconciliation beside the fund financial statements, if applicable.

Notes to the Financial Statements: The notes provide additional information that is essential to a full understanding of the data provided in the governmental-wide and fund financial statements. The notes to the financial statements can be found on pages 17-36 of this report.

Other information: In addition to the basic financial statements and accompanying notes, this report also presents budget to actual statements and schedules which can be found on pages 38-39 of this report.

THE DISTRICT AS A WHOLE

The District's total net position changed from a year ago, increasing from $268,569 to $272,879. Our analysis below focuses on the net position (Table 1) and changes in net position (Table 2) of the District's governmental activities.

Table 1
Summary of Net Position

	2024	2023	$ Change	% Change
Cash and Current Assets	$ 164,432	$ 220,186	$ (55,754)	-25.3%
Property Taxes Rec.	128,424	68,360	$ 60,064	87.9%
Capital Assets	-	-	-	
Total Assets	$ 292,856	$ 288,546	$ 4,310	1.5%
Current Liabilities	$ -	$ -	$ -	0.0%
Long-Term Obligations	19,977	19,977	-	0.0%
Total Liabilities	$ 19,977	$ 19,977	$ -	0.0%
Net Position:				
Net Investment in Capital Assets	$ -	$ -	$ -	
Restricted	-	-	-	0.0%
Unrestricted	272,879	268,569	4,310	1.6%
Total Net Assets	$ 272,879	$ 268,569	$ 4,310	1.6%

Net position of the District's activities increased 1.6% or $4,310. Unrestricted net position, the part of net position that can be used to finance day-to-day operations without constraints established by debt covenants, enabling legislation, or other legal requirements – increased from $268,569 to $272,879 by the end of fiscal year 2024.
Table 2 compares the 2024 change in net position to the 2023 change in net position.

Table 2
Summary of Changes in Net Position for 2024
Compared With 2023 Activity

	2024	2023	$ Change	% Change
Program Revenues:				
Property Taxes	$ 157,530	$ 149,054	$ 8,476	5.7%
Other income	883	967	(84)	-8.7%
Grant income	-	-	-	
Interest & Investment Income	496	493	3	0.6%
Total Revenues	$ 158,909	$ 150,514	$ 8,395	5.6%
Program Expenses:				
General Government	$ 154,599	$ 137,033	$ (17,566)	12.8%
Other (Income)/Expense	-	-	-	
Total Expenses	$ 154,599	$ 137,033	$ (17,566)	12.8%
Net Position				
Increase / (Decrease)	$ 4,310	$ 13,481	$ (9,171)	-68.0%

Table 3 presents the cost of each of the District's programs as well as each program's net cost (total cost less revenues generated by activities). The net cost shows the financial burden that was placed on the District by each of these functions.

Table 3
Governmental Activities

	Total Cost of Services		Net Cost of Services	
	2024	2023	2023	2022
General Government	$ 154,599	$ 137,033	$ 154,599	$ 137,033
Other Expense	-	-	-	-
Total Expenses	$ 154,599	$ 137,033	$ 154,599	$ 137,033

THE DISTRICT'S FUND'S

Table 4
Change In Year End Fund Balance

	2024	2023	$ Change	% Change
Net Investment in Capital Assets	$ -	$ -	$ -	
Restricted	-	-	-	
Unrestricted	272,879	268,569	4,310	1.6%
Total Governmental Balances	$ 272,879	$ 268,569	$ 4,310	1.6%

The 1.6% increase in the Unrestricted fund balance can be attributed to more income.

Table 5 presents a summary of governmental fund revenues for the 2024 fiscal year and the amounts and percentages of increases and decreases in relation to the prior year.

Table 5
Total Governmental Fund Revenues

	2024	% of Total	Increase or (Decrease) Over 2023	% Increase / (Decrease)
Revenue Source				
Property taxes	157,530	99.1%	8,476	5.7%
Grant income	-	0.00%	-	100.0%
Wilco Income	883	0.6%	(84)	-8.7%
Investment Income	496	0.3%	3	0.6%
Total	$ 158,909	100.0%	$ 8,395	5.6%

Table 6 presents the General Fund budget and the difference between the original budget and final budget for fiscal year 2024. Table 7 discusses the variance between the final budget and the actual results for the year.

Table 6
Original and Final Budget

	Budgeted Amounts	
	Original	**Final**
Revenues:		
Property Taxes	$ 148,544	$ 148,544
Wilco Income	-	-
Interest Income	-	-
Grant income	-	-
Total Revenues	**$ 148,544**	**$ 148,544**
Expenditures:		
Debt Service	-	-
Contracts for EMS & Firefighting	$ 139,463	$ 139,463
Insurance	1,650	1,650
Contingency Fund	2,500	2,500
Interest expense	-	
Communications	150	150
Equipment	-	-
Office expenses	200	200
Repairs & maintenance	-	-
Technology	-	-
County Tax Assessor Collector	806	806
Audit & Legal fees	2,600	2,600
Miscellaneous	525	525
Training & Travel expenses	650	650
Total Expenditures	**148,544**	**148,544**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**$ -**	**$ -**

Original versus Final Budget
There were no material differences between original and final budgeted amounts for 2024.

Table 7
Original and Final Budget

	Budgeted Amounts Final	Actual
Revenues:		
Property Taxes	$ 148,544	$ 157,530
Wilco Income	-	883
Interest Income	-	496
Grant income	-	-
Total Revenues	**$ 148,544**	**$ 158,909**
Expenditures:		
Building Station expenses	-	-
Contracts for EMS & Firefighting	$ 139,463	$ 144,871
Insurance	1,650	1,226
Contingency	2,500	-
Interest expense	-	-
Communications	150	-
Equipment	-	-
Office expenses	200	325
Repairs & maintenance	-	-
Technology	-	-
County Tax Assessor Collector	806	902
Audit & Legal fees	2,600	5,944
Miscellaneous	525	481
Training & Travel expenses	650	850
Depreciation		-
Total Expenditures	**148,544**	**154,599**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**$ -**	**$ 4,310**

Final Budget versus Actual Results

There is no material difference between budgeted and actual results.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

None.

Debt Administration

None.

ECONOMIC FACTORS

The District operates solely in Williamson County and has since its inception. Almost 97% of the District's revenue comes from property taxes. The District's budgeting process must continue to work as closely as possible with the Williamson County Tax Assessor's office in order to meet the financial obligations of the District.

It is important that the District is able to succeed in carrying out its day-to-day operations and continue to be able to meet its financial obligations as well. The additional apparatus and equipment are vital to providing the best fire protection and EMT services to the citizens of the District.

REQUEST FOR INFORMATION

This financial report is designed to provide a general overview of the District's finances for all those with an interest in the District's finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Williamson County Emergency Services District # 11, P.O. Box 3894, Cedar Park, TX 78630.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT # 11
STATEMENT OF NET POSITION
DECEMBER 31, 2024

Assets:		
Current Assets:		
Cash and Cash Equivalents	$	164,432
Property Taxes Receivable		128,424
Total Current Assets	$	292,856
Non-Current Assets:		
Capital Assets:		
Building, Equipment &	$	-
Total Non-Current Assets	$	-
Total Assets	**$**	**292,856**
Liabilities:		
Current Liabilities:		
Accounts Payable	$	-
Unearned Revenue-Property Taxes		68,360
Payroll Taxes, Insurance & Retirement Paya		-
Current Portion of Long-Term Debt		-
Total Current Liabilities	$	68,360
Non-Current Liabilities:		
Notes & Leases Payable	$	-
Total Liabilities	**$**	**68,360**
Net Position:		
Net Investment in Capital	$	-
Restricted for Debt Service,		-
Unrestricted		272,879
Total Net Position	**$**	**272,879**

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 11

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED DECEMBER 31, 2024

Functions/Programs	Expenses	Program Revenues	Net Revenue and Change in Net Position Primary Governmental Activities
Governmental Activities:			
General Government	154,599	$ 157,530	$ 2,931
Other Income/Expense	-	-	-
Total Governmental Activities	$ 154,599	$ 157,530	$ 2,931

General Revenues:	
Unrestricted Interest Earnings	$ 496
Wilco Revenues	883
Total General Revenues	$ 1,379
Change in Net Position	$ 4,310
Net Position - Beginning	268,569
	-
Net Position - Ending	$ 272,879

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 11

BALANCE SHEET – GOVERNMENTAL FUNDS

DECEMBER 31, 2024

	General	Total Governmental Funds
Assets:		
Cash and Cash Equivalents	$ 164,432	$ 164,432
PropertyTaxes Receivable	128,424	$ 128,424
Total Assets	**$ 292,856**	**$ 292,856**
Liabilities and Fund Balances		
Liabilities:		
Accounts Payable	$ -	$ -
Unearned Revenue Property Tax	128,424	128,424
Payroll Taxes, Insurance & Retirement Payable	-	-
Total Liabilities	**$ 128,424**	**$ 128,424**
Fund Balances		
Nonspendable	$ -	$ -
Restricted		
Unassigned	164,432	164,432
Total Fund Balances	**$ 164,432**	**$ 164,432**
Total Liabilities and Fund Balances	**$ 292,856**	**$ 292,856**

See accompanying notes to financial statements.

RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES TO NET POSITITON OF GOVERNMENTAL ACTIVITIES
DECEMBER 31, 2024

Total fund balance – total governmental funds	$	164,432
Amounts reported for governmental activities in the statement of net assets are different because:		
Capital assets used in the governmental activities are not financial resources and therefore are not reported in the funds.	$	-
The current portion of property taxes receivable is not included in governmental activities due to receivables not being included in governmental activities.	$	128,424
Unearned Revenues are not reported in governmental funds	$	-
Long-term liabilities are not due and payable in the current period and therefore are not reported in the funds.	$	-
Net position of governmental activities	$	292,856

See accompanying notes to financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 11

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS

DECEMBER 31, 2024

	General	Total Governmental Funds
Revenues:		
Property Taxes	$ 97,466	$ 97,466
Wilco Revenues	883	883
Grant income	-	-
Interest Earnings	496	496
Total Revenues	**$ 98,845**	**$ 98,845**
Expenditures:		
Current:		
General Government	$ 154,599	$ 154,599
Capital Outlay	-	-
Debt Service:		
Principal	-	-
Interest	-	-
Total Expenditures	**$ 154,599**	**$ 154,599**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**$ (55,754)**	**$ (55,754)**
Other Expenses	**$ -**	**$ -**
Net Changes in Fund Balances	**$ (55,754)**	**$ (55,754)**
Fund Balances - Beginning	**$ 220,186**	**$ 220,186**
Fund Balances - Ending	**$ 164,432**	**$ 164,432**

See accompanying notes to the financial statements.

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2024

Net change in fund balance - total governmental funds	$	(55,754)
Amounts reported for governmental activities in the statement of net assets are different because:		
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their useful lives as depreciation expense. This is the amount by which depreciation (0) was more than capital outlays (0) in the current period.	$	-
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.		
Property taxes not collecte	$	128,424
Less: Prior year		68,360
Balance	$	60,064
Repayment of debt principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net assets.	$	-
Deferred tax revenues not included in governmental funds	$	-
Changes in net position of governmental activities	$	4,310

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 11
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

Williamson County Emergency Services District No. 11 (the District) is a governmental unit of the State of Texas that was formed in November of 2011. The entity is responsible for providing fire and emergency services in Williamson County, Texas. The District provides fire and emergency medical services to a certain geographic portion of Williamson County including Weir, Texas, an unincorporated area located in Williamson County. The District was created and operates under Article III, Section 48-3, of the Texas Constitution for the protection of human life and health as provided by that Act. The District's operations are governed by the Texas Health and Safety Code, Chapter 775 Emergency Services Districts.

The accompanying statements of the District have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applicable to governmental units. The financial statements include all organizations, activities, and functions that comprise the District. Component units are legally separate entities for which the District (the primary entity) is financially accountable. Financial accountability is defined as the ability to appoint a voting majority of the organization's governing body and either (1) the District's ability to impose its will over the organization or (2) the potential that the organization will provide a financial benefit to, or impose a financial burden on, the District. Using these criteria, the District has no component units.

B. Government-wide and fund financial statements

The government-wide financial statements (i.e., the statement of net assets and the statement of changes in net assets) report information on all of the non-fiduciary activities of the primary government.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues primarily consist of Ad Valorem taxes received from the County's appraisal district.

C. Measurement focus, basis of accounting, and financial statement presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 31 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

Grants and entitlements and interest associated with the current fiscal period are all considered susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered measurable and available only when the District receives cash.

Fund Accounting

The District uses funds to maintain its financial records during the year. A fund is defined as a fiscal and accounting entity with a self-balancing set of accounts. The District only uses governmental funds.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Governmental Funds

Governmental funds are those through which most governmental functions typically are financed. Governmental funds reporting focuses on the sources, uses, and balances of current financial resources. Expendable assets are assigned to the various governmental funds according to the purpose for which they may or must be used. Current liabilities are assigned to the fund from which they will be paid. The difference between governmental fund assets and liabilities is reported as fund balance.

The District reports the following major governmental funds:

General Fund – The General Fund is used to account for all financial resources of the District except those required to be accounted for in another fund. The general fund balance is available to the District for any purpose provided it is expended or transferred according to the general laws of Texas and the bylaws of the District.

Revenues – Exchange and Non-Exchange Transactions

Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On a modified accrual basis, revenue is recorded in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current fiscal year or are expected to be collected soon enough thereafter to be used to pay liabilities of the current fiscal year. For the District, available means expected to be received within thirty-one days of fiscal year-end. Under the modified accrual basis, only interest is considered to be both measurable and available at fiscal year-end. Non-exchange transactions, in which the District receives value without directly giving value in return, includes grants and donations. On an accrual basis, revenue from grants and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Eligibility requirements include timing requirements, which specify the year when the resources are required to be used or the fiscal year when use is first permitted, matching requirements, in which the District must provide local resources to be used for a specific purpose, and expenditure requirements, in which the resources are provided to the District on a reimbursement basis. On a modified accrual basis, revenue from non-exchange transactions must be available before it can be recognized.

Expenses/Expenditures

On an accrual basis of accounting, expenses are recognized at the time they are incurred. The measurement focus of governmental fund accounting is on decreases in net financial resources (expenditures) rather than expenses. Expenditures are generally recognized in the accounting period in which the related fund liability is incurred, if measurable.

C. Cash and Cash Equivalents

Cash and equivalents include all highly-liquid investments with a maturity of three months or less at the date of purchase. During 2024, cash and cash equivalents accounts were limited to the Randolph Brooks FCU checking and savings accounts.

D. Restricted Assets

Williamson County ESD # 11 has no restricted funds.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

E. **Capital Assets**

The District does not currently own any Capital Assets.

F. Reservations of Fund Balance

The District currently does not have any reservations of fund balance amounts.

G. Net Position

Net position present the difference between assets and liabilities in the statement of net position. Net Investment in capital assets are reduced by the outstanding balances of any borrowing used for the acquisition, construction, or improvement of those assets.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Net assets are reported as restricted when there are legal limitations imposed on their use by District legislation or external restrictions by creditors, grantors, laws or regulations of other governments.

H. Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

I. Accrued Liabilities

The District reports accrued liabilities on the statement of net position. The District reports accounts payable of $0 during 2024.

NOTE 2 – TAX REVENUES

The District's tax revenue is collected by County of Williamson, Texas, (the County) under the provisions of a tax collection agreement signed November, 2011. Under the agreement, the County is responsible for making the calculations necessary for the District to comply with the statutory requirements for setting tax rates as specified in Chapter 26 of the Texas Property Tax Code and collecting the appropriate tax. The County periodically remits the collected taxes to the District. The agreement may be terminated by either party on written notice, but neither party has expressed an interest in terminating the agreement. The County provides the District with written reports necessary to keep the District advised of all financial information affecting the District. Property taxes attach as an enforceable lien on property as of January 1. Taxes are levied on October 1 and are due and payable on or before January 31 of the following year. All unpaid taxes become delinquent February 1 of the following year. The District pays the County for its tax collection activity in four quarterly payments, which totaled $902 USD for 2024. The amount is determined by the County based on an amount per each parcel of taxable property, or account taxable by the District. The tax rate for WCESD # 11 for 2024 is $.0909 per $100 valuation of property. The total adjusted original tax roll was $157,530 on $173,300,937 valuation. Property taxes receivable at 12/31/24 total $128,424 with $60,064 being current and $68,360 being delinquent.

NOTE 3 – CASH AND CASH EQUIVALENTS

Cash resources of several individual funds are combined to form a pool of cash and investments. In addition, investments are separately held by a number of individual funds. Statutes require the classification of funds held by the District into three categories.

Category 1 consists of "active" funds – those funds required to be kept in "cash" or "near cash" status for immediate use by the District. Such funds must be maintained either as cash in the District Treasury or in depository accounts payable or withdrawal on demand, including negotiable order of withdrawal (NOW) accounts.

Category 2 consists of "inactive" funds – those funds not required for use within the current two-year period of designation of depositories. Inactive funds may be deposited or invested only as certificates of deposit maturing no later than the end of the current period of designation of depositories.

Category 3 consists of "interim" funds – those funds not needed for immediate use, but needed before the end of the current period of designation of depositories. Interim funds may be invested or deposited in the following securities:

- United States Treasury notes, bills, bonds or any other obligation or security issued by the United States Treasury or any other obligation guaranteed as to principal or interest by the United States.
- Bonds, notes, debentures, or any other obligations or securities issued by any federal government agency or instrumentality, including but not limited to, the federal national mortgage association, federal home loan bank, federal farm credit bank, federal home loan mortgage corporation, government national mortgage association, and student loan marketing association. All federal agency securities shall be direct issuances of federal government agencies or instrumentalities

A. Deposits

At year-end the carrying amount of the District's deposits was $164,432 and the bank balances were $164,432. Federal depository insurance coverage totals $500,000. The deposits were fully covered by FDIC insurance and collateralization.

NOTE 4 - GENERAL FIXED ASSETS

None

NOTE 5 – GENERAL LONG-TERM DEBT

None

NOTE 6 – CONTINGENCIES

As of DECEMBER 31, 2024, the District did not have any material pending litigation or potential non-disclosed liabilities.

Required Supplementary Information

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 11
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS) GENERAL FUND

FOR THE YEAR ENDED DECEMBER 31, 2024

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
Revenues:				
Property Taxes	$ 148,544	$ 148,544	$ 97,466	$ (51,078)
Other Income	-	-	-	-
Wilco Income	5,000	5,000	883	(4,117)
Investment Earnings	-	-	496	496
Total Revenues	**$ 153,544**	**$ 153,544**	**$ 98,845**	**$ (54,699)**
Expenditures:				
Current:				
General Government	$ 148,544	$ 148,544	$ 154,599	$ (6,055)
Capital Outlay	-	-	-	-
Debt Service	-	-	-	-
Total Expenditures	**$ 148,544**	**$ 148,544**	**$ 154,599**	**$ (6,055)**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**$ 5,000**	**$ 5,000**	**$ (55,754)**	**$ (60,754)**
Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures and Other Financing Sources (Uses)	**$ 5,000**	**$ 5,000**	**$ (55,754)**	
Fund Balances - Beginning	**$ 220,186**	**$ 220,186**	**$ 220,186**	
Fund Balances - Ending	**$ 225,186**	**$ 225,186**	**$ 164,432**	

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 11

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

DECEMBER 31, 2024

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Budgetary Process

The budgetary process is prescribed by the provisions of the Texas Constitution and entails the preparation of budgetary documents within an established timeline. Legally, the Texas Constitution does not strictly impose a requirement on the District to follow the budgetary process but the District chose to follow the budgetary process. The major documents prepared are an estimated budget with revenues and expenditures. The level of budgetary control is at the object level for the District. The budget is not amended for modifications or changes during the year. All expenditures are approved by the Board beforehand.

1. Estimated Resources

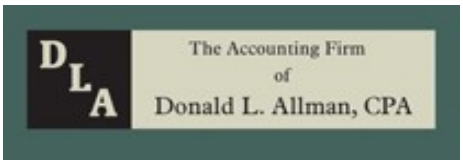
As part of the District's budgetary process, the Board approves the official estimated resources. The official estimated resources state the projected revenue for the District. The estimated revenue is calculated from information from the Williamson County Appraisal District. The budget is not revised or amended for increases or decreases in estimated revenues.

2. Appropriations

Estimated appropriations are prepared for the annual budget. All appropriations, no matter how small or how large, still must be approved by the Board before remittance, whether or not they were included in the budget.

3. Budgetary Basis of Accounting

The District's budgetary process accounts for certain transactions on a basis other than GAAP. The major differences between the budgetary basis and the GAAP basis lie in the manner in which revenues and expenditures are recorded. Under the budgetary process, revenues and expenditures are recognized on the cash basis. Utilizing the cash basis, revenues are recorded when received in cash and expenditures are recorded when paid. Under the GAAP basis, revenues and expenditures are recorded on the modified accrual basis of accounting on the governmental fund statements and on the full accrual basis on the government-wide statements. See page 14 for a reconciliation between governmental funds and GAAP basis net equity fund balance.



INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors
Williamson County ESD # 11

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Williamson County ESD # 11 as of and for the year ended December 31, 2024, and the related notes to the financial statements, which collectively comprise Williamson County ESD # 11's basic financial statements, and have issued our report thereon dated May 30, 2025.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Williamson County ESD # 11's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Williamson County ESD # 11's internal control. Accordingly, we do not express an opinion on the effectiveness of Williamson County ESD # 11's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Williamson County ESD #11's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Donald L. Allman, CPA, PC

Georgetown, TX
May 30, 2025

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 12

AUDITED FINANCIAL STATEMENTS

AND SUPPLEMENTAL SCHEDULES

AND INDEPENDENT AUDITOR'S REPORT

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 12

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The Accounting Firm
of
Donald L. Allman, CPA

Independent Auditor's Report

To the Board of Directors
Williamson County Emergency Services District No. 12

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Williamson County Emergency Services District No. 12 as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Williamson County ESD No. 12 as of September 30, 2024, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, on pages 3 – 10 and 26 - 27 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards,* we have also issued our report date, May 28, 2025 on our consideration of the Williamson County ESD # 12's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Williamson County ESD # 12's internal control over financial reporting and compliance

Donald L. Allman, CPA

Georgetown, Texas
May 28, 2025

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 12
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

Our discussion and analysis of the Williamson County Emergency Services District No. 12's financial performance provides an overview of the District's financial activities for the fiscal year ended September 30, 2024. Please review it in conjunction with the transmittal letter and the District's basic financial statements, which begin on page 11.

FINANCIAL HIGHLIGHTS

Total net position decreased $(9,552) which represents a net loss from 2023.

The District had $285,764 in expenses related to governmental activities with $276,212 in program revenues to cover the cost of these programs.

USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements. The Statement of Net Position and the Statement of Activities (on pages 11-12) provide information about the activities of the District as a whole and present a longer-term view of the District's finances. Fund financial statements start on page 13. These statements tell how these services were financed in the short-term as well as what remains for future spending. Fund financial statements also report the District's operations in more detail than the government-wide statements by providing information about the District's most financially significant funds.

Reporting the District as a Whole

The Statement of Net Position and the Statement of Activities
Our analysis of the District as a whole begins on page 11. One of the most important questions asked about the District's finances is "Is the District as a whole better off or worse as a result of this year's activities?" The Statement of Net Position and the Statement of Activities report information about the District as a whole and about its activities in a way that helps answer that question.

These statements include all assets and liabilities using the accrual basis of accounting, which is similar to accounting used by most private-sector companies. Accrual of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two statements report the District's net position and changes in them. You can think of the District's net position, the difference between assets, what the District owns, and liabilities, what the District owes, as one way to measure the District's financial health, or financial position. Over time, increases or decreases in the District's net position are one indicator of whether its financial health is improving or deteriorating. You will need to consider other non-financial factors, however, such as changes in the District's jurisdiction, the availability of capital projects, and continuing local governmental support to assess the overall health of the District.

Reporting the District's Most Significant Funds Major Funds

Fund Financial Statements -General

Our analysis of the District's major funds begins on page 13. The Fund financial statements begin on page 13 and provide detailed information about the most significant funds-not the District as a whole. Some funds are required to be established by State law. The District only has governmental funds.

Governmental Funds: The District's services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year-end that are available for spending. These funds are reported using an accounting method called *modified accrual* accounting, which measures cash and all other financial assets that can be readily converted to cash. The governmental fund statements provide a detailed short-term view of the District's operations and the services it provides. Governmental fund information helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs. We describe the relationship (or differences) between governmental activities (reported in the Statement of Net Position and the Statement of Activities) and governmental funds in a reconciliation beside the fund financial statements, if applicable.

Notes to the Financial Statements: The notes provide additional information that is essential to a full understanding of the data provided in the governmental-wide and fund financial statements. The notes to the financial statements can be found on pages 17-24 of this report.

Other information: In addition to the basic financial statements and accompanying notes, this report also presents budget to actual statements and schedules which can be found on pages 26 of this report.

THE DISTRICT AS A WHOLE

The District's total net position changed from a year ago, decreasing from $164,493 to $154,941. Our analysis below focuses on the net position (Table 1) and changes in net position (Table 2) of the District's governmental activities.

Table 1
Summary of Net Position

	2024	2023	$ Change	% Change
Cash and Current Assets	$ 154,941	$ 167,752	$ (12,811)	-7.6%
Property Taxes Rec.	1,930	961	$ 969	100.8%
Capital Assets	-	-	-	
Total Assets	$ 156,871	$ 168,713	$ (11,842)	-7.0%
Current Liabilities	$ -	$ -	$ -	0.0%
Long-Term Obligations	1,930	4,220	(2,290)	0.0%
Total Liabilities	$ 1,930	$ 4,220	$ (2,290)	0.0%
Net Position:				
Net Investment in Capital Assets	$ -	$ -	$ -	
Restricted	-	-	-	0.0%
Unrestricted	154,941	164,493	(9,552)	-5.8%
Total Net Assets	$ 154,941	$ 164,493	$ (9,552)	-5.8%

Net position of the District's activities decreased 5.8% or $(9,552) Unrestricted net position, the part of net position that can be used to finance day-to-day operations without constraints established by debt covenants, enabling legislation, or other legal requirements – decreased from $164,493 to $154,941 by the end of fiscal year 2024.
Table 2 compares the 2024 change in net position to the 2023 change in net position.

Table 2
Summary of Changes in Net Position for 2024
Compared With 2023 Activity

	2024	2023	$ Change	% Change
Program Revenues:				
Property Taxes	$ 269,439	$ 243,962	$ 25,477	10.4%
Other income	4,376	1,252	3,124	249.5%
Grant income	-	-	-	
Interest & Investment Income	2,397	3,538	(1,141)	-32.2%
Total Revenues	$ 276,212	$ 248,752	$ 27,460	11.0%
Program Expenses:				
General Government	$ 285,764	$ 258,289	$ (27,475)	10.6%
Other (Income)/Expense	-	-	-	
Total Expenses	$ 285,764	$ 258,289	$ (27,475)	10.6%
Net Position				
Increase / (Decrease)	$ (9,552)	$ (9,537)	$ (15)	0.2%

Table 3 presents the cost of each of the District's programs as well as each program's net cost (total cost less revenues generated by activities). The net cost shows the financial burden that was placed on the District by each of these functions.

Table 3
Governmental Activities

	Total Cost of Services		Net Cost of Services	
	2024	2023	2023	2022
General Government	$ 285,764	$ 258,289	$ 285,764	$ 258,289
Other Expense	-	-	-	-
Total Expenses	$ 285,764	$ 258,289	$ 285,764	$ 258,289

THE DISTRICT'S FUND'S

Table 4
Change In Year End Fund Balance

	2024	2023	$ Change	% Change
Net Investment in Capital Assets	$ -	$ -	$ -	
Restricted	-	-	-	
Unrestricted	154,941	164,493	(9,552)	-5.8%
Total Governmental Balances	$ 154,941	$ 164,493	$ (9,552)	-5.8%

The 5.8% decrease in the Unrestricted fund balance can be attributed to more expenses.

Table 5 presents a summary of governmental fund revenues for the 2024 fiscal year and the amounts and percentages of increases and decreases in relation to the prior year.

Table 5
Total Governmental Fund Revenues

	2024	% of Total	Increase or (Decrease) Over 2023	% Increase / (Decrease)
Revenue Source				
Property taxes	269,439	97.5%	25,477	10.4%
Grant income	-	0.00%	-	100.0%
Wilco Income	4,376	1.6%	3,124	249.5%
Investment Income	2,397	0.9%	(1,141)	-32.2%
Total	$ 276,212	100.0%	$ 27,460	11.0%

Table 6 presents the General Fund budget and the difference between the original budget and final budget for fiscal year 2024. Table 7 discusses the variance between the final budget and the actual results for the year.

Table 6
Original and Final Budget

	Budgeted Amounts	
	Original	**Final**
Revenues:		
Property Taxes	$ 271,000	$ 271,000
Wilco Income	-	-
Interest Income	-	-
Grant income	-	-
Total Revenues	**$ 271,000**	**$ 271,000**
Expenditures:		
Debt Service	-	-
Contracts for EMS & Firefighting	$ 234,000	$ 234,000
Insurance	2,000	2,000
Facilities	4,200	4,200
Interest expense	-	
Communications	3,000	3,000
Equipment	-	-
Office expenses	6,500	6,500
Repairs & maintenance	-	-
Technology	2,000	2,000
County Tax Assessor Collector	1,400	1,400
Audit & Legal fees	12,000	12,000
Miscellaneous	850	850
Training & Travel expenses	5,000	5,000
Total Expenditures	**270,950**	**270,950**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**$ 50**	**$ 50**

Original versus Final Budget
There were no material differences between original and final budgeted amounts for 2024.

Table 7
Original and Final Budget

	Budgeted Amounts Final	Actual
Revenues:		
Property Taxes	$ 271,000	$ 269,439
Wilco Income	-	4,376
Interest Income	-	2,397
Grant income	-	-
Total Revenues	**$ 271,000**	**$ 276,212**
Expenditures:		
Building Station expenses	-	-
Contracts for EMS & Firefighting	$ 234,000	$ 255,948
Insurance	2,000	1,295
Facilities	4,200	4,200
Interest expense	-	-
Communications	3,000	2,539
Equipment	-	-
Office expenses	6,500	6,113
Repairs & maintenance	-	-
Technology	2,000	1,279
County Tax Assessor Collector	1,400	1,808
Audit & Legal fees	12,000	10,600
Miscellaneous	850	7
Training & Travel expenses	5,000	1,975
Depreciation		-
Total Expenditures	**270,950**	**285,764**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**$ 50**	**$ (9,552)**

Final Budget versus Actual Results
There is no material difference between budgeted and actual results.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

None.

Debt Administration

None.

ECONOMIC FACTORS

The District operates solely in Williamson County and has since its inception. Almost 97% of the District's revenue comes from property taxes. The District's budgeting process must continue to work as closely as possible with the Williamson County Tax Assessor's office in order to meet the financial obligations of the District.

It is important that the District is able to succeed in carrying out its day-to-day operations and continue to be able to meet its financial obligations as well. The additional apparatus and equipment are vital to providing the best fire protection and EMT services to the citizens of the District.

REQUEST FOR INFORMATION

This financial report is designed to provide a general overview of the District's finances for all those with an interest in the District's finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Williamson County Emergency Services District # 12, P.O. Box 2451, Cedar Park, TX 78630.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT # 12
STATEMENT OF NET POSITION
SEPTEMBER 30, 2024

Assets:		
Current Assets:		
Cash and Cash Equivalents	$	154,941
Property Taxes Receivable		1,930
Total Current Assets	$	156,871
Non-Current Assets:		
Capital Assets:		
Building, Equipment &	$	-
Total Non-Current Assets	$	-
Total Assets	**$**	**156,871**
Liabilities:		
Current Liabilities:		
Accounts Payable	$	1,930
Unearned Revenue-Property Taxes		-
Payroll Taxes, Insurance & Retirement Paya		-
Current Portion of Long-Term Debt		-
Total Current Liabilities	$	1,930
Non-Current Liabilities:		
Notes & Leases Payable	$	-
Total Liabilities	**$**	**1,930**
Net Position:		
Net Investment in Capital	$	-
Restricted for Debt Service,		-
Unrestricted		154,941
Total Net Position	**$**	**154,941**

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT # 12
STATEMENT OF NET POSITION
SEPTEMBER 30, 2024

Assets:		
Current Assets:		
Cash and Cash Equivalents	$	154,941
Property Taxes Receivable		1,930
Total Current Assets	$	156,871
Non-Current Assets:		
Capital Assets:		
Building, Equipment &	$	-
Total Non-Current Assets	$	-
Total Assets	**$**	**156,871**
Liabilities:		
Current Liabilities:		
Accounts Payable	$	1,930
Unearned Revenue-Property Taxes		-
Payroll Taxes, Insurance & Retirement Paya		-
Current Portion of Long-Term Debt		-
Total Current Liabilities	$	1,930
Non-Current Liabilities:		
Notes & Leases Payable	$	-
Total Liabilities	**$**	**1,930**
Net Position:		
Net Investment in Capital	$	-
Restricted for Debt Service,		-
Unrestricted		154,941
Total Net Position	**$**	**154,941**

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 12

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED SEPTEMBER 30, 2024

Functions/Programs	Expenses	Program Revenues	Net Revenue and Change in Net Position Primary Governmental Activities
Governmental Activities:			
General Government	285,764	$ 269,439	$ (16,325)
Other Income/Expense	-	-	-
Total Governmental Activities	$ 285,764	$ 269,439	$ (16,325)

General Revenues:	
Unrestricted Interest Earnings	$ 2,397
Wilco Revenues	4,376
Total General Revenues	$ 6,773
Change in Net Position	$ (9,552)
Net Position - Beginning	164,493
	-
Net Position - Ending	$ 154,941

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 12

BALANCE SHEET – GOVERNMENTAL FUNDS

SEPTEMBER 30, 2024

	General	Total Governmental Funds
Assets:		
Cash and Cash Equivalents	$ 154,941	$ 154,941
PropertyTaxes Receivable	1,930	$ 1,930
Total Assets	**$ 156,871**	**$ 156,871**
Liabilities and Fund Balances		
Liabilities:		
Accounts Payable	$ -	$ -
Unearned Revenue Property Tax	1,930	1,930
Payroll Taxes, Insurance & Retirement Payable	-	-
Total Liabilities	**$ 1,930**	**$ 1,930**
Fund Balances		
Nonspendable	$ -	$ -
Restricted		
Unassigned	154,941	154,941
Total Fund Balances	**$ 154,941**	**$ 154,941**
Total Liabilities and Fund Balances	**$ 156,871**	**$ 156,871**

See accompanying notes to financial statements.

RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES TO NET POSITITON OF GOVERNMENTAL ACTIVITIES
SEPTEMBER 30, 2024

Total fund balance – total governmental funds	$	154,941
Amounts reported for governmental activities in the statement of net assets are different because:		
Capital assets used in the governmental activities are not financial resources and therefore are not reported in the funds.	$	-
The current portion of property taxes receivable is not included in governmental activities due to receivables not being included in governmental activities.	$	1,930
Unearned Revenues are not reported in governmental funds	$	(1,930)
Long-term liabilities are not due and payable in the current period and therefore are not reported in the funds.	$	-
Net position of governmental activities	$	154,941

See accompanying notes to financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 12

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS

SEPTEMBER 30, 2024

	General	Total Governmental Funds
Revenues:		
Property Taxes	$ 269,439	$ 269,439
Wilco Revenues	4,376	4,376
Grant income	-	-
Interest Earnings	2,397	2,397
Total Revenues	**$ 276,212**	**$ 276,212**
Expenditures:		
Current:		
General Government	$ 285,764	$ 285,764
Capital Outlay	-	-
Debt Service:		
Principal	-	-
Interest	-	-
Total Expenditures	**$ 285,764**	**$ 285,764**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**$ (9,552)**	**$ (9,552)**
Other Expenses	**$ -**	**$ -**
Net Changes in Fund Balances	**$ (9,552)**	**$ (9,552)**
Fund Balances - Beginning	**$ 164,493**	**$ 164,493**
Fund Balances - Ending	**$ 154,941**	**$ 154,941**

See accompanying notes to the financial statements.

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2024

Net change in fund balance - total governmental funds	$	(9,552)
Amounts reported for governmental activities in the statement of net assets are different because:		
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their useful lives as depreciation expense. This is the amount by which depreciation (0) was more than capital outlays (0) in the current period.	$	-
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.		
Property taxes not collecte	$	1,930
Less: Prior year		961
Balance	$	969
Repayment of debt principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net assets.	$	-
Deferred tax revenues not included in governmental funds	$	(969)
Changes in net position of governmental activities	$	(9,552)

See accompanying notes to the financial statements.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

Williamson County Emergency Services District No. 12 (the District) is a governmental unit of the State of Texas that was formed in November of 2011. The entity is responsible for providing fire and emergency services in Williamson County, Texas. The District provides fire and emergency medical services to a certain geographic portion of Williamson County including Weir, Texas, an unincorporated area located in Williamson County. The District was created and operates under Article III, Section 48-3, of the Texas Constitution for the protection of human life and health as provided by that Act. The District's operations are governed by the Texas Health and Safety Code, Chapter 775 Emergency Services Districts.

The accompanying statements of the District have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applicable to governmental units. The financial statements include all organizations, activities, and functions that comprise the District. Component units are legally separate entities for which the District (the primary entity) is financially accountable. Financial accountability is defined as the ability to appoint a voting majority of the organization's governing body and either (1) the District's ability to impose its will over the organization or (2) the potential that the organization will provide a financial benefit to, or impose a financial burden on, the District. Using these criteria, the District has no component units.

B. Government-wide and fund financial statements

The government-wide financial statements (i.e., the statement of net assets and the statement of changes in net assets) report information on all of the non-fiduciary activities of the primary government.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues primarily consist of Ad Valorem taxes received from the County's appraisal district.

C. Measurement focus, basis of accounting, and financial statement presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 31 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

Grants and entitlements and interest associated with the current fiscal period are all considered susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered measurable and available only when the District receives cash.

Fund Accounting

The District uses funds to maintain its financial records during the year. A fund is defined as a fiscal and accounting entity with a self-balancing set of accounts. The District only uses governmental funds.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Governmental Funds

Governmental funds are those through which most governmental functions typically are financed. Governmental funds reporting focuses on the sources, uses, and balances of current financial resources. Expendable assets are assigned to the various governmental funds according to the purpose for which they may or must be used. Current liabilities are assigned to the fund from which they will be paid. The difference between governmental fund assets and liabilities is reported as fund balance.

The District reports the following major governmental funds:

General Fund – The General Fund is used to account for all financial resources of the District except those required to be accounted for in another fund. The general fund balance is available to the District for any purpose provided it is expended or transferred according to the general laws of Texas and the bylaws of the District.

Revenues – Exchange and Non-Exchange Transactions

Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On a modified accrual basis, revenue is recorded in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current fiscal year or are expected to be collected soon enough thereafter to be used to pay liabilities of the current fiscal year. For the District, available means expected to be received within thirty-one days of fiscal year-end. Under the modified accrual basis, only interest is considered to be both measurable and available at fiscal year-end. Non-exchange transactions, in which the District receives value without directly giving value in return, includes grants and donations. On an accrual basis, revenue from grants and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Eligibility requirements include timing requirements, which specify the year when the resources are required to be used or the fiscal year when use is first permitted, matching requirements, in which the District must provide local resources to be used for a specific purpose, and expenditure requirements, in which the resources are provided to the District on a reimbursement basis. On a modified accrual basis, revenue from non-exchange transactions must be available before it can be recognized.

Expenses/Expenditures

On an accrual basis of accounting, expenses are recognized at the time they are incurred. The measurement focus of governmental fund accounting is on decreases in net financial resources (expenditures) rather than expenses. Expenditures are generally recognized in the accounting period in which the related fund liability is incurred, if measurable.

C. Cash and Cash Equivalents

Cash and equivalents include all highly-liquid investments with a maturity of three months or less at the date of purchase. During 2024, cash and cash equivalents accounts were limited to the Frost Bank checking & savings accounts, and Randolph Brooks FCU checking and savings accounts, and Texpool.

D. Restricted Assets

Williamson County ESD # 12 has no restricted funds.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

E. **Capital Assets**

The District does not currently own any Capital Assets.

F. Reservations of Fund Balance

The District currently does not have any reservations of fund balance amounts.

G. Net Position

Net position present the difference between assets and liabilities in the statement of net position. Net Investment in capital assets are reduced by the outstanding balances of any borrowing used for the acquisition, construction, or improvement of those assets.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Net assets are reported as restricted when there are legal limitations imposed on their use by District legislation or external restrictions by creditors, grantors, laws or regulations of other governments.

H. Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

I. Accrued Liabilities

The District reports accrued liabilities on the statement of net position. The District reports accounts payable of $0 during 2024.

NOTE 2 – TAX REVENUES

The District's tax revenue is collected by County of Williamson, Texas, (the County) under the provisions of a tax collection agreement signed November, 2011. Under the agreement, the County is responsible for making the calculations necessary for the District to comply with the statutory requirements for setting tax rates as specified in Chapter 26 of the Texas Property Tax Code and collecting the appropriate tax. The County periodically remits the collected taxes to the District. The agreement may be terminated by either party on written notice, but neither party has expressed an interest in terminating the agreement. The County provides the District with written reports necessary to keep the District advised of all financial information affecting the District. Property taxes attach as an enforceable lien on property as of January 1. Taxes are levied on October 1 and are due and payable on or before January 31 of the following year. All unpaid taxes become delinquent February 1 of the following year. The District pays the County for its tax collection activity in four quarterly payments, which totaled $1,808 USD for 2024. The amount is determined by the County based on an amount per each parcel of taxable property, or account taxable by the District. The tax rate for WCESD # 12 for 2024 is $.085984 per $100 valuation of property. The total adjusted original tax roll was $281,583 on $327,484,097 valuation. Property taxes receivable at 9/30/24 total $1,930 with $1,930 being current and $0 being delinquent.

NOTE 3 – CASH AND CASH EQUIVALENTS

Cash resources of several individual funds are combined to form a pool of cash and investments. In addition, investments are separately held by a number of individual funds. Statutes require the classification of funds held by the District into three categories.

Category 1 consists of "active" funds – those funds required to be kept in "cash" or "near cash" status for immediate use by the District. Such funds must be maintained either as cash in the District Treasury or in depository accounts payable or withdrawal on demand, including negotiable order of withdrawal (NOW) accounts.

Category 2 consists of "inactive" funds – those funds not required for use within the current two-year period of designation of depositories. Inactive funds may be deposited or invested only as certificates of deposit maturing no later than the end of the current period of designation of depositories.

Category 3 consists of "interim" funds – those funds not needed for immediate use, but needed before the end of the current period of designation of depositories. Interim funds may be invested or deposited in the following securities:

- United States Treasury notes, bills, bonds or any other obligation or security issued by the United States Treasury or any other obligation guaranteed as to principal or interest by the United States.
- Bonds, notes, debentures, or any other obligations or securities issued by any federal government agency or instrumentality, including but not limited to, the federal national mortgage association, federal home loan bank, federal farm credit bank, federal home loan mortgage corporation, government national mortgage association, and student loan marketing association. All federal agency securities shall be direct issuances of federal government agencies or instrumentalities

A. Deposits

At year-end the carrying amount of the District's deposits was $154,941 and the bank balances were $154,941. Federal depository insurance coverage totals $500,000. The deposits were fully covered by FDIC insurance and collateralization.

NOTE 4 - GENERAL FIXED ASSETS

None

NOTE 5 – GENERAL LONG-TERM DEBT

None

NOTE 6 – CONTINGENCIES

As of September 30, 2024, the District did not have any material pending litigation or potential non-disclosed liabilities.

Required Supplementary Information

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 12
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS) GENERAL FUND

FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
Revenues:				
Property Taxes	$ 271,000	$ 271,000	$ 269,439	$ (1,561)
Other Income	-	-	-	-
Wilco Income	5,000	5,000	4,376	(624)
Investment Earnings	-	-	2,397	2,397
Total Revenues	**$ 276,000**	**$ 276,000**	**$ 276,212**	**$ 212**
Expenditures:				
Current:				
General Government	$ 270,950	$ 270,950	$ 285,764	$ (14,814)
Capital Outlay	-	-	-	-
Debt Service	-	-	-	-
Total Expenditures	**$ 270,950**	**$ 270,950**	**$ 285,764**	**$ (14,814)**
Excess (Deficiency) of Revenues Over (Under) Expenditures	**$ 5,050**	**$ 5,050**	**$ (9,552)**	**$ (14,602)**
Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures and Other Financing Sources (Uses)	**$ 5,050**	**$ 5,050**	**$ (9,552)**	
Fund Balances - Beginning	**$ 164,493**	**$ 164,493**	**$ 164,493**	
Fund Balances - Ending	**$ 169,543**	**$ 169,543**	**$ 154,941**	

See accompanying notes to the financial statements.

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 12

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

SEPTEMBER 30, 2024

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Budgetary Process

The budgetary process is prescribed by the provisions of the Texas Constitution and entails the preparation of budgetary documents within an established timeline. Legally, the Texas Constitution does not strictly impose a requirement on the District to follow the budgetary process but the District chose to follow the budgetary process. The major documents prepared are an estimated budget with revenues and expenditures. The level of budgetary control is at the object level for the District. The budget is not amended for modifications or changes during the year. All expenditures are approved by the Board beforehand.

1. Estimated Resources

As part of the District's budgetary process, the Board approves the official estimated resources. The official estimated resources state the projected revenue for the District. The estimated revenue is calculated from information from the Williamson County Appraisal District. The budget is not revised or amended for increases or decreases in estimated revenues.

2. Appropriations

Estimated appropriations are prepared for the annual budget. All appropriations, no matter how small or how large, still must be approved by the Board before remittance, whether or not they were included in the budget.

3. Budgetary Basis of Accounting

The District's budgetary process accounts for certain transactions on a basis other than GAAP. The major differences between the budgetary basis and the GAAP basis lie in the manner in which revenues and expenditures are recorded. Under the budgetary process, revenues and expenditures are recognized on the cash basis. Utilizing the cash basis, revenues are recorded when received in cash and expenditures are recorded when paid. Under the GAAP basis, revenues and expenditures are recorded on the modified accrual basis of accounting on the governmental fund statements and on the full accrual basis on the government-wide statements. See page 14 for a reconciliation between governmental funds and GAAP basis net equity fund balance.

The Accounting Firm
of
Donald L. Allman, CPA

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors
Williamson County ESD # 12

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Williamson County ESD # 12 as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise Williamson County ESD # 12's basic financial statements, and have issued our report thereon dated May 28, 2025.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Williamson County ESD # 12's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Williamson County ESD # 12's internal control. Accordingly, we do not express an opinion on the effectiveness of Williamson County ESD # 12's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Williamson County ESD #12's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Donald L. Allman, CPA, PC

Georgetown, TX
May 28, 2025

Commissioners Court - Regular Session **15.**

Meeting Date: 08/26/2025

County Attorney June 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 June 2025 Monthly Report in compliance with Code of Criminal Procedure 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

June report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/20/2025 04:37 PM
Form Started By: Stephanie Lloyd		Started On: 08/20/2025 04:32 PM
Final Approval Date: 08/20/2025		

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 June, 2025.

Dee Hobbs

DEE HOBBS
COUNTY ATTORNEY

On this 20th day of August, 2025, to certify which witness my hand and seal of office.

Stephanie J. Lloyd

NOTARY PUBLIC
In and for the State of Texas

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

GL Revenue Object	GL Revenue Fund	Receipt Source	Receipt Date	Receipt Number	Receipt Comment	Receipt Amount
207015	0100	CO ATTY	04-Jun-2025	35948	2023-1654; 2024-0333; 2024-0572; 2024-0785; 2024-2691; 2024-2825; 2024-3560; 2024-4326; 2025-2394	$ 3,057.56
			06-Jun-2025	35962	2023-3251, 2024-4261, 2024-4858, 2025-0577	$ 653.56
			11-Jun-2025	35979	2022-4029; 2023-3981; 2024-1168; 2024-4321; 2024-5020	$ 300.00
			17-Jun-2025	36021	2024-2569	$ 60.00
					2025-0345	$ 625.00
			20-Jun-2025	36032	REC 2023-3979 ($180), 2024-4341 ($60), 2024-4525 ($60), 2024-5664 ($250), 2025-2295 ($100); 6/17/25	$ 650.00
			24-Jun-2025	36041	REC 2023-1550 ($60), 2024-4991 ($500), 2024-5594 ($173.17); 6/24/25	$ 733.17
207015 Total						**$ 6,079.29**
341300	0406	CO ATTY HC FEES	10-Jun-2025	35976	HOT CHECK FEES - MAY 2025	$ 45.00
341300 Total						**$ 45.00**
351000	0364	CO ATTY INTERVENTION	05-Jun-2025	35954	2024-4952	$ 500.00
			12-Jun-2025	35985	2024-0698; 2024-3397	$ 1,000.00
			13-Jun-2025	35989	REC 2024-0260, 2024-0911, 2024-1224, 2024-1682, 2024-2569, 2024-2780, 2024-3103, 2024-3553, 2024-4341, 2024-4525, 2024-4586, 2024-4818, 2024-5345, 2024-5350, 2025-0577; 6/13/25	$ 6,520.00
			17-Jun-2025	36021	REC 2023-1550, 2023-3652, 2023-5386, 2024-0930, 2024-1978, 2024-2590; 6/16/25	$ 2,580.00
			18-Jun-2025	36026	REC 2023-3979, 2024-1997; 6/18/25	$ 640.00
			23-Jun-2025	36035	REC 2024-3042; 6/23/25	$ 500.00
		CO ATTY INTERVENTION 1	04-Jun-2025	35948	2024-4952; 2024-1589; 2023-4665; 2024-0598; 2024-2444; 2024-3978; 2024-1629; 2024-1168;	$ 2,600.00
			09-Jun-2025	35968	REC 2023-1654, 2023-4743, 2024-0188, 2024-0333, 2024-0572, 2024-0796, 2024-1166, 2024-1364, 2024-1657, 2024-1816, 2024-2038, 2024-2443, 2024-2812, 2024-4326, 2024-5089; 5/30/25	$ 6,170.00
		CO ATTY INTERVENTION 2	09-Jun-2025	35968	REC 2024-4952, 2024-1168, 2023-3981, 2023-4665, 2023-5156, 2023-5457, 2024-0050, 2024-0389, 2024-0899, 2024-1168, 2024-1334, 2024-1851, 2024-2086, 2024-2479, 2024-2583, 2024-2583, 2024-2659, 2024-3274, 2024-3378, 2024-3997 MORE SEE ATTACHED	$ 10,220.00
		CO ATTY INTERVENTION 3	09-Jun-2025	35968	REC 2023-3516, 2023-3979, 2024-0878, 2024-1988, 2024-2182, 2024-4367, 2024-4904, 2024-4905, 2024-5020; 6/9/2025	$ 4,080.00
351000 Total						**$ 34,810.00**
352200	0100	CO ATTY	03-Jun-2025	35943	CAUSE #: 25-0620-CC3; 21-1943-CC1; 22-1108-CC1; 21-1942-CC1; 22-058-CC1; 21-1944-CC1	$ 6,872.50
352200 Total						**$ 6,872.50**
370500	0100	CO ATTY	02-Jun-2025	35935	REC 2025-800-PIA; 5/30/25	$ 150.00
			26-Jun-2025	36056	REC 2025-985-PIA; 6/26/25	$ 375.00
370500 Total						**$ 525.00**
Grand Total						**$ 48,331.79**

June 2025 Criminal Restitution

Date	Payor	Amount	Case #	Deposit Date
5/29/2025	Jose Luis Varela	$ 60.00	2023-1654	6/3/2025
5/29/2025	Norman Khowaja	$ 60.00	2024-0333	6/3/2025
5/30/2025	Crystal Joy Kurtanic	$ 60.00	2024-0572	6/3/2025
5/30/2025	Gabriel Giani Bustamante	$ 1,000.00	2024-0785	6/3/2025
5/29/2025	Roxanna Medina	$ 907.06	2024-2691	6/3/2025
5/29/2025	Nathasha Fernanda Moto	$ 180.00	2024-2825	6/3/2025
6/2/2025	Benjamin Jo Christlieb	$ 400.00	2024-3560	6/3/2025
5/29/2025	Sarah Tiffany Perdue	$ 110.00	2024-4326	6/3/2025
5/30/2025	Cristian Omar Nunez Solorzano	$ 280.50	2025-2394	6/3/2025
		$ 3,057.56		
Date	Payor	Amount	Case #	Deposit Date
6/3/2025	Richard Rafael Martinez	$ 300.00	2023-3251	6/5/2025
6/3/2025	Samuel Lee Jay	$ 60.00	2024-4261	6/5/2025
6/3/2025	Brent Steffek	$ 60.00	2024-4858	6/5/2025
6/3/2025	Jessica Marie Hutchinson	$ 233.56	2025-0577	6/5/2025
		$ 653.56		
Date	Payor	Amount	Case #	Deposit Date
6/6/2025	Laura Salcedo	$ 60.00	2022-4029	6/10/2025
6/5/2025	Stephen Richard Bone	$ 60.00	2023-3981	6/10/2025
6/5/2025	Daniel Mendoza	$ 60.00	2024-1168	6/10/2025
6/5/2025	Christopher Lee Wallace	$ 60.00	2024-4321	6/10/2025
6/6/2025	Thomas Allen Chaky	$ 60.00	2024-5020	6/10/2025
		$ 300.00		
Date	Payor	Amount	Case #	Deposit Date
6/10/2025	Sydney Nicole Gutierrez	$ 60.00	2024-2569	6/12/2025
6/10/2025	Matthew Austin Turney	$ 625.00	2025-0345	6/12/2025
		$ 685.00		
Date	Payor	Amount	Case #	Deposit Date
6/16/2025	Sandra Coronado	$ 180.00	2023-3979	6/17/2025
6/12/2025	James Owen Hester	$ 60.00	2024-4341	6/17/2025
6/12/2025	Puppala Varun	$ 60.00	2024-4525	6/17/2025
6/12/2025	Cirilio Jose Castro Castro	$ 250.00	2024-5664	6/17/2025
6/12/2025	Diosdado Shombert Silveira	$ 100.00	2025-2295	6/17/2025
		$ 650.00		
Date	Payor	Amount	Case #	Deposit Date
6/17/2025	Sasha Dionna Franklin	$ 60.00	2023-1550	6/24/2025
6/20/2025	Albert Okhuozagbon	$ 500.00	2024-4991	6/24/2025
6/23/2025	Caley Brianna Stempowski	$ 173.17	2024-5594	6/24/2025
		$ 733.17		

Collection Date Range: **05/01/2025 - 05/31/2025** **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	45.00	0.00	0.00	0.00	45.00

Disbursement Summary Totals	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
	45.00	0.00	0.00	0.00	45.00

Disbursement Detail

Check ID Number	Defendant	Code	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
25-00012	Beck, Edelmira (PID #: 1660691)	CHKFEE	30.00	0.00	0.00	0.00	30.00
25-00014	Licerio, Norma Linda (PID #: 2077841)	CHKFEE	15.00	0.00	0.00	0.00	15.00
Totals:			**45.00**	**0.00**	**0.00**	**0.00**	**45.00**

June 2025 PTI Fees

date	payor	amount	control #	deposit date
5/29/2025	Jose Luis Varela	$ 500.00	2023-1654	5/30/2025
5/29/2025	Michael Ray Bockhold	$ 10.00	2023-4743	5/30/2025
5/29/2025	Elder Cuz-Macz	$ 360.00	2024-0188	5/30/2025
5/29/2025	Noman Khowaja	$ 500.00	2024-0333	5/30/2025
5/29/2025	Crystal Joy Kurtanic	$ 360.00	2024-0572	5/30/2025
5/29/2025	Paige Michelle Dahl	$ 360.00	2024-0796	5/30/2025
5/29/2025	Alexa Lynn Aragon	$ 500.00	2024-1166	5/30/2025
5/29/2025	John Lofllin	$ 500.00	2024-1364	5/30/2025
5/29/2025	Marisol Vasquez	$ 500.00	2024-1657	5/30/2025
5/29/2025	Sateesh Jagadeesan	$ 360.00	2024-1816	5/30/2025
5/29/2025	Brenda Leigh Beckham	$ 500.00	2024-2038	5/30/2025
5/29/2025	Julian Curtis Allen	$ 500.00	2024-2443	5/30/2025
5/29/2025	Alberto Luis Rojas Barea	$ 500.00	2024-2812	5/30/2025
5/29/2025	Sarah Tiffany Perdue	$ 360.00	2024-4326	5/30/2025
5/29/2025	Uday Vamsi Pitta	$ 360.00	2024-5089	5/30/2025
		$ 6,170.00		
date	**payor**	**amount**	**control #**	**deposit date**
6/1/2025	Kaiden Gaston Ellis	$ 10.00	2024-4952	6/2/2025
5/30/2025	Dominic Hudson	$ 500.00	2024-1589	6/2/2025

5/30/2025	Josephine Isokpunwu	$ 360.00	2023-4665	6/2/2025
5/30/2025	Isaiah Tanzini	$ 500.00	2024-0598	6/2/2025
5/30/2025	Jason Hernandez	$ 360.00	2024-2444	6/2/2025
5/30/2025	David Ashton	$ 500.00	2024-3978	6/2/2025
5/30/2025	Logan Barfield	$ 360.00	2024-1629	6/2/2025
6/1/2025	Daniel Mendoza	$ 10.00	2024-1168	6/2/2025
		$ 2,600.00		
date	**payor**	**amount**	**control #**	**deposit date**
6/2/2025	Kaiden Gaston Ellis	$ 500.00	2024-4952	6/4/2025
		$ 500.00		
date	**payor**	**amount**	**control #**	**deposit date**
6/5/2025	Kaiden Gaston Ellis	$ (10.00)	2024-4952	6/6/2025
6/5/2025	Daniel Mendoza	$ (10.00)	2024-1168	6/6/2025
6/5/2025	Stephen Richard Bone	$ 360.00	2023-3981	6/6/2025
6/4/2025	Josephine Obehi Isokpunwu	$ 140.00	2023-4665	6/6/2025
6/5/2025	Laura Elizondo	$ 360.00	2023-5156	6/6/2025
6/5/2025	Arnold Moreno De La Cruz	$ 500.00	2023-5457	6/6/2025
6/5/2025	Bonita Maria Rabago	$ 500.00	2024-0050	6/6/2025
6/5/2025	Brooke Alexis Nalley	$ 360.00	2024-0389	6/6/2025
6/5/2025	Lindsey Renee Bus	$ 500.00	2024-0899	6/6/2025

6/5/2025	Daniel Mendoza	$ 360.00	2024-1168	6/6/2025
6/5/2025	Matthew Stephen Schray	$ 500.00	2024-1334	6/6/2025
6/5/2025	Andrew Nathan Totty	$ 500.00	2024-1851	6/6/2025
6/5/2025	Eric Ivan Villarruel	$ 360.00	2024-2086	6/6/2025
6/5/2025	Hugh James Bierbower	$ 360.00	2024-2479	6/6/2025
6/5/2025	Taslima Jesse Duncan	$ 350.00	2024-2583	6/6/2025
6/5/2025	Taslima Jesse Duncan	$ 10.00	2024-2583	6/6/2025
6/5/2025	An Qi	$ 500.00	2024-2659	6/6/2025
6/5/2025	Whitney Rae Howard	$ 360.00	2024-3274	6/6/2025
6/5/2025	Jason Steen	$ 500.00	2024-3378	6/6/2025
6/5/2025	Juan Jose Zamora	$ 360.00	2024-3997	6/6/2025
6/5/2025	Juan Pablo Salazar-Inserny	$ 500.00	2024-4114	6/6/2025
6/5/2025	Samuel Lee Jay	$ 500.00	2024-4261	6/6/2025
6/5/2025	Christopher Lee Wallace	$ 500.00	2024-4321	6/6/2025
6/5/2025	Brent Steffek	$ 500.00	2024-4858	6/6/2025
6/4/2025	Robert Hub	$ 500.00	2024-4936	6/6/2025
6/5/2025	Anqi Gu	$ 500.00	2024-5124	6/6/2025
6/4/2025	Naga Venkata Chaitanya Akula	$ 360.00	2024-5470	6/6/2025
		$ 10,220.00		
date	**payor**	**amount**	**control #**	**deposit date**

6/6/2025	Manuel Johani Debernardi	$ 500.00	2023-3516	6/9/2025
6/6/2025	Sandra Coronado	$ 360.00	2023-3979	6/9/2025
6/6/2025	Jose Adrian Villalobos	$ 500.00	2024-0878	6/9/2025
6/6/2025	Julia Smith	$ 360.00	2024-1988	6/9/2025
6/6/2025	Yonder Serrano Rodriguez	$ 500.00	2024-2182	6/9/2025
6/6/2025	Bryan Paul Melan	$ 360.00	2024-4367	6/9/2025
6/6/2025	Radisbel Campa Lores	$ 500.00	2024-4904	6/9/2025
6/6/2025	Dagmara Alvarez-Martinez	$ 500.00	2024-4905	6/9/2025
6/6/2025	Thomas Allen Chaky	$ 500.00	2024-5020	6/9/2025
		$ 4,080.00		
date	**payor**	**amount**	**control #**	**deposit date**
6/10/2025	Milton Daniel Alvarez	$ 500.00	2024-0698	6/11/2025
6/9/2025	Lucas Alexander Pandikiu	$ 500.00	2024-3397	6/11/2025
		$ 1,000.00		
date	**payor**	**amount**	**control #**	**deposit date**
6/12/2025	Caio Vinicius Henrique	$ 500.00	2024-0260	6/13/2025
6/12/2025	Cecilio Rodriguez Rodriguez	$ 360.00	2024-0911	6/13/2025
6/12/2025	Lauren Alexis Logan	$ 500.00	2024-1224	6/13/2025
6/12/2025	Allen Whittaker	$ 360.00	2024-1682	6/13/2025
6/12/2025	Sydney Nicole Gutierrez	$ 500.00	2024-2569	6/13/2025

6/12/2025	Stacey Leigh Howard	$ 500.00	2024-2780	6/13/2025
6/12/2025	Murion Parely Jones	$ 500.00	2024-3103	6/13/2025
6/12/2025	Michael Anthony Morin	$ 360.00	2024-3553	6/13/2025
6/12/2025	James Owen Hester	$ 360.00	2024-4341	6/13/2025
6/11/2025	Puppala Varun	$ 360.00	2024-4525	6/13/2025
6/12/2025	Ursula Odette Godfrey	$ 360.00	2024-4586	6/13/2025
6/12/2025	Stephen Matthew Molino	$ 500.00	2024-4818	6/13/2025
6/12/2025	Ruby Alice Palmer	$ 500.00	2024-5345	6/13/2025
6/11/2025	Peter Craig Mielcarek	$ 500.00	2024-5350	6/13/2025
6/12/2025	Jessica Marie Hutchinson	$ 360.00	2025-0577	6/13/2025
		$ 6,520.00		
date	**payor**	**amount**	**control #**	**deposit date**
6/13/2025	Sasha Dionna Franklin	$ 360.00	2023-1550	6/16/2025
6/13/2025	John Christopher Bell	$ 500.00	2023-3652	6/16/2025
6/13/2025	Frankie Parra	$ 500.00	2023-5386	6/16/2025
6/13/2025	Jake Karmineke	$ 360.00	2024-0930	6/16/2025
6/13/2025	Bryan Walter Henrichsen	$ 500.00	2024-1978	6/16/2025
6/13/2025	Misty Cameron	$ 360.00	2024-2590	6/16/2025
		$ 2,580.00		
date	**payor**	**amount**	**control #**	**deposit date**

6/16/2025	Sandra Coronado	$ 140.00	2023-3979	6/18/2025
6/16/2025	Oscar Armando Ramirez Zuniga	$ 500.00	2024-1997	6/18/2025
		$ 640.00		
date	**payor**	**amount**	**control #**	**deposit date**
6/20/2025	Lawrence Martin	$ 500.00	2024-3042	6/23/2025
		$ 500.00		

June 2025 PIA Fees

date	payor	amount	PIA #	deposit date	deposit total	Month Total
5/29/2025	Anita Chumnanvech	$ 150.00	2025-800-PIA	5/30/2025	$ 150.00	$ 150.00
6/25/2025	Tronya Brown	$ 375.00	2025-985-PIA	6/26/2025	$ 375.00	$ 375.00

Commissioners Court - Regular Session **16.**

Meeting Date: 08/26/2025

County Attorney July 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 July 2025 Monthly Report in compliance with Code of Criminal Procedure 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

July report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/20/2025 04:39 PM
Form Started By: Stephanie Lloyd		Started On: 08/20/2025 04:36 PM
Final Approval Date: 08/20/2025		

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 July, 2025.

Dee Hobbs

DEE HOBBS
COUNTY ATTORNEY

On this 20th day of August, 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	02-Jul-2025	36077	REC 2024-6124; 7/1/25	$ 100.00
			07-Jul-2025	36086	REC 2024-0509 ($60), 2024-1413 ($60), 2024-2011 ($60), 2024-2579 ($60), 2024-3743 ($60), 2024-5037 ($60), 2024-6060 ($60); 7/3/25	$ 420.00
			09-Jul-2025	36101	REC 2024-1154 ($60); 2024-3261 ($60), 2024-3973 ($60); 7/8/25	$ 180.00
			10-Jul-2025	36108	2024-4165 ($60); 2024-4266 ($60); 7/10/25	$ 120.00
			16-Jul-2025	36133	2024-1900 ($60); 2024-3522 ($1,203.60)	$ 1,263.60
			24-Jul-2025	36174	2023-3517	$ 60.00
					2023-4167	$ 1,100.00
			25-Jul-2025	36179	REC 2024-0716; 7/24/25	$ 60.00
			30-Jul-2025	36196	REC: 2024-2530 ($1000); 2024-2645 ($60); 2024-2766 ($60); 2024-4562 ($60); 2024-4772 ($60); 2024-4810 ($60); 2024-5451 ($500); 2025-0955 ($60); 7/29/25	$ 1,860.00
			31-Jul-2025	36208	CA RESTITUTION 2024-4690	$ 60.00
		CO ATTY 1	18-Jul-2025	36147	2024-3451 ($250); 2025-0178 ($480), 2025-1452 ($250); 7/17/25	$ 980.00
207015 Total						**$ 6,203.60**
341300	0406	CO ATTY HC FEES	08-Jul-2025	36095	HOT CHECK FEES - JUNE 2025	$ 120.09
341300 Total						**$ 120.09**
351000	0364	CO ATTY INTERVENTION	03-Jul-2025	36083	REC 2025-0261; 7/2/25	$ 500.00
			08-Jul-2025	36095	REC 2023-2247, 2024-0509, 2024-0584, 2024-1144, 2024-1154, 2024-1407, 2024-1413, 2024-1900,2024-1932, 2024-2011, 2024-2579, 2024-2821, 2024-2696, 2024-2841, 2024-3140, 2024-3261, 2024-3389, 2024-3743, 2024-3906, 2024-3973, ADDITONAL ATTCHED	$ 11,600.00
			09-Jul-2025	36101	REC 2024-6060; 7/9/25	$ 500.00
			14-Jul-2025	36118	2024-1152	$ 360.00
			15-Jul-2025	36129	2024-1406	$ 360.00
			24-Jul-2025	36174	2024-1139; 7/23/25	$ 360.00
			30-Jul-2025	36196	2024-2015; 7/30/25	$ 360.00
			31-Jul-2025	36208	CA - INTERVENTION 2024-2015	$ 360.00
		CO ATTY INTERVENTION 1	29-Jul-2025	36192	REC: 2023-4106, 2024(0716, 0944, 2483, 2645, 2657, 2667, 2766, 2971, 3110, 3343, 3509, 3582, 4090, 4199, 4537, 4562, 4597, 4607, 4690, 4772, 4810, 5371); 2025-0955	$ 10,180.00
		CO ATTY INTERVENTION 2	29-Jul-2025	36192	REC 2023-5081, 2024(1184, 3424, 4194, 4564, 4812, 5895); 7/28/25	$ 3,080.00
351000 Total						**$ 27,660.00**
352200	0100	CO ATTY	17-Jul-2025	36141	CAUSE# 24-0773-CC5, CK# 006282; ARTHUR VARGAS	$ 572.00
					CAUSE# 24-0851-CC5, CK# 006285, ARTHUR VARGAS	$ 1,572.00
352200 Total						**$ 2,144.00**
370500	0100	CO ATTY 2	18-Jul-2025	36147	2025-1133-PIA	$ 60.00
370500 Total						**$ 60.00**
Grand Total						**$ 36,187.69**

July 2025 Criminal Restitution

Date	Payor	Amount	Case #	Deposit Date
6/26/2025	Skyler Drew Homme	$ 100.00	2024-6124	7/1/2025
		$ 100.00		
Date	Payor	Amount	Case #	Deposit Date
7/2/2025	Christopher Moses Cantu	$ 60.00	2024-0509	7/3/2025
7/2/2025	Carnell Wilson	$ 60.00	2024-1413	7/3/2025
7/2/2025	Dahye Kim	$ 60.00	2024-2011	7/3/2025
7/2/2025	Jaqueline Lee Gauthier	$ 60.00	2024-2579	7/3/2025
7/2/2025	Nichole Holcomb	$ 60.00	2024-3743	7/3/2025
7/2/2025	Bailey Brooke Shackelford	$ 60.00	2024-5037	7/3/2025
7/1/2025	Patricia Rodriguez	$ 60.00	2024-6060	7/3/2025
		$ 420.00		
Date	Payor	Amount	Case #	Deposit Date
7/3/2025	McKenzie Lane Ely	$ 60.00	2024-1154	7/8/2025
7/3/2025	Tanner Austin Burnett	$ 60.00	2024-3261	7/8/2025
7/3/2025	Bella Elise Stein	$ 60.00	2024-3973	7/8/2025
		$ 180.00		
Date	Payor	Amount	Case #	Deposit Date
7/8/2025	Alfredo Esparza Alvarado, Jr	$ 60.00	2024-4165	7/10/2025
7/9/2025	Gabriel Diaz	$ 60.00	2024-4266	7/10/2025
		$ 120.00		
Date	Payor	Amount	Case #	Deposit Date
7/11/2025	John Zavala	$ 60.00	2024-1900	7/15/2025
7/14/2025	Jacob Joseph Gregory	$ 1,203.60	2024-3522	7/15/2025
		$ 1,263.60		
Date	Payor	Amount	Case #	Deposit Date
7/15/2025	Christopher Mark Bennett	$ 250.00	2024-3451	7/17/2025
7/16/2025	Gavin Christopher Walter	$ 480.00	2025-0178	7/17/2025
7/15/2025	Keshon Reakwon Hatcher	$ 250.00	2025-1452	7/17/2025
		$ 980.00		
Date	Payor	Amount	Case #	Deposit Date
7/21/2025	Brian James Slaughter	$ 60.00	2023-3517	7/22/2025
7/17/2025	Alex Hernandez	$ 1,100.00	2023-4167	7/22/2025
		$ 1,160.00		
Date	Payor	Amount	Case #	Deposit Date
7/24/2025	Edwin Gonzalez	$ 60.00	2024-0716	7/24/2025
		$ 60.00		
Date	Payor	Amount	Case #	Deposit Date
7/25/2025	Donald Jamal Willie	$ 1,000.00	2024-2530	7/29/2025
7/24/2025	Elexus Marie Vasquez	$ 60.00	2024-2645	7/29/2025
7/24/2025	Kolby Carlton Kilgo	$ 60.00	2024-2766	7/29/2025
7/24/2025	Nicolette Grace Grachanen	$ 60.00	2024-4562	7/29/2025
7/24/2025	Paige Pressman Kreer	$ 60.00	2024-4772	7/29/2025
7/24/2025	Shea Richard Burleson	$ 60.00	2024-4810	7/29/2025
7/28/2025	Nathaniel Robert Elliott	$ 500.00	2024-5451	7/29/2025
7/24/2025	Rory Noel Tunningley	$ 60.00	2025-0955	7/29/2025
		$ 1,860.00		
Date	Payor	Amount	Case #	Deposit Date
7/29/2025	Ariel Alexis Garcia	$ 60.00	2024-4690	7/31/2025
		$ 60.00		

County Attorney **County Attorney Bank**

Williamson County Treasurer - HC

Disbursement Summary

Code Word	Description	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
CHKFEE	Check Fee	120.00	0.00	0.00	0.00	120.00
CHKRETOVER	Overpayment (Retained by County)	0.09	0.00	0.00	0.00	0.09

	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
Disbursement Summary Totals	120.09	0.00	0.00	0.00	120.09

Disbursement Detail

Check ID Number	Defendant	Code	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
25-00008	Kerley, Amy (PID #: 2060506)	CHKFEE	75.00	0.00	0.00	0.00	75.00
25-00019	Garrison, Mary K (PID #: 2092454)	CHKFEE	15.00	0.00	0.00	0.00	15.00
25-00021	Maldonado, Rosa (PID #: 1815111)	CHKFEE	30.00	0.00	0.00	0.00	30.00
		CHKRETOVER	0.09	0.00	0.00	0.00	0.09
Totals:			**120.09**	**0.00**	**0.00**	**0.00**	**120.09**

July 2025 PTI Fees

7/1/2025	Francisco Soto Garcia	$ 500.00	2025-0261	7/2/2025
		$ 500.00		
date	**payor**	**amount**	**control #**	**deposit date**
7/6/2025	Crystal Trejo	$ 500.00	2023-2247	7/7/2025
7/2/2025	Christopher Moses Cantu	$ 360.00	2024-0509	7/7/2025
7/2/2025	Jose Jesus Balderas, III	$ 500.00	2024-0584	7/7/2025
7/2/2025	Jose Adrian Rios	$ 360.00	2024-1144	7/7/2025
7/2/2025	McKenzie Lane Ely	$ 500.00	2024-1154	7/7/2025
7/3/2025	John Henry Gonzales	$ 500.00	2024-1407	7/7/2025
7/2/2025	Carnell Wilson	$ 500.00	2024-1413	7/7/2025
7/2/2025	John Zavala	$ 500.00	2024-1900	7/7/2025
7/3/2025	Christina Garza	$ 500.00	2024-1932	7/7/2025
7/2/2025	Dahye Kim	$ 360.00	2024-2011	7/7/2025
7/2/2025	Jacqueline Lee Gauthier	$ 360.00	2024-2579	7/7/2025
7/2/2025	Ethan Silas Brandenberger	$ 360.00	2024-2621	7/7/2025
7/3/2025	Damian Eduardo Ruiz Santos	$ 360.00	2024-2696	7/7/2025
7/3/2025	Tanner Jayden Wiedeman	$ 500.00	2024-2841	7/7/2025
7/2/2025	Kyle Lane Matthews	$ 360.00	2024-3140	7/7/2025
7/3/2025	Tanner Austin Burnett	$ 500.00	2024-3261	7/7/2025
7/2/2025	Robert Lester Hampton	$ 500.00	2024-3389	7/7/2025

7/2/2025	Nichole Holcomb	$ 500.00	2024-3743	7/7/2025
7/3/2025	Yamile Sandoval Medina	$ 500.00	2024-3906	7/7/2025
7/2/2025	Bella Elise Stein	$ 360.00	2024-3973	7/7/2025
7/4/2025	Alfredo Esparza Alvarado, Jr	$ 500.00	2024-4165	7/7/2025
7/3/2025	Gabriel Diaz	$ 500.00	2024-4266	7/7/2025
7/2/2025	Enrique Hernandez	$ 360.00	2024-4680	7/7/2025
7/2/2025	Bailey Brooke Shackelford	$ 500.00	2024-5037	7/7/2025
7/2/2025	Abrian Ramirez	$ 360.00	2024-5214	7/7/2025
7/2/2025	Oliver Oswald Lambert	$ 500.00	2024-5464	7/7/2025
		$ 11,600.00		
date	**payor**	**amount**	**control #**	**deposit date**
7/7/2025	Patricia Rodriguez	$ 500.00	2024-6060	7/9/2025
		$ 500.00		
date	**payor**	**amount**	**control #**	**deposit date**
7/10/2025	Christopher Alan Fleeman	$ 360.00	2024-1152	7/11/2025
		$ 360.00		
date	**payor**	**amount**	**control #**	**deposit date**
7/11/2025	Aaron Christopher Marshall	$ 360.00	2024-1406	7/14/2025
		$ 360.00		
date	**payor**	**amount**	**control #**	**deposit date**

7/21/2025	Joshua Thomas Lobenthal	$ 360.00	2024-1139	7/23/2025
		$ 360.00		
date	**payor**	**amount**	**control #**	**deposit date**
7/24/2025	Royler Chery Perez	$ 500.00	2023-4106	7/25/2025
7/24/2025	Edwin Gonzalez	$ 360.00	2024-0716	7/25/2025
7/24/2025	Guillermina Fuentes Torres	$ 500.00	2024-0944	7/25/2025
7/24/2025	Wilmer Adalberto Hernandez	$ 360.00	2024-2483	7/25/2025
7/24/2025	Elexus Marie Vasquez	$ 360.00	2024-2645	7/25/2025
7/24/2025	Luke Carter Owen	$ 360.00	2024-2657	7/25/2025
7/24/2025	Shin Hyoun Han	$ 360.00	2024-2667	7/25/2025
7/24/2025	Kolby Carlton Kilgo	$ 500.00	2024-2766	7/25/2025
7/24/2025	Greg Kyle Lange	$ 360.00	2024-2971	7/25/2025
7/24/2025	Bernis Silva Rodriguez	$ 500.00	2024-3110	7/25/2025
7/24/2025	Jose Luis Alvarez	$ 500.00	2024-3343	7/25/2025
7/24/2025	Cain Brice Schoenfeld	$ 500.00	2024-3509	7/25/2025
7/24/2025	Alexander Thomas Byrd	$ 500.00	2024-3582	7/25/2025
7/24/2025	Samaneh Mohajer	$ 360.00	2024-4090	7/25/2025
7/24/2025	Ninh Hai Nguyen	$ 360.00	2024-4199	7/25/2025
7/24/2025	Hissis Alexis Gomez	$ 360.00	2024-4537	7/25/2025
7/24/2025	Nicolette Grace Grachanen	$ 500.00	2024-4562	7/25/2025

7/24/2025	Noushad Vali Shaik	$ 500.00	2024-4597	7/25/2025
7/24/2025	Sam Bachmayer	$ 360.00	2024-4607	7/25/2025
7/24/2025	Ariel Alexis Garcia	$ 360.00	2024-4690	7/25/2025
7/24/2025	Paige Pressman Kreer	$ 500.00	2024-4772	7/25/2025
7/24/2025	Shea Richard Burleson	$ 360.00	2024-4810	7/25/2025
7/24/2025	Dalton Alan Slack	$ 360.00	2024-5371	7/25/2025
7/24/2025	Rory Noel Tunningley	$ 500.00	2025-0955	7/25/2025
		$ 10,180.00		
date	**payor**	**amount**	**control #**	**deposit date**
7/25/2025	Paul Anthony Zamirripa	$ 500.00	2023-5081	7/28/2025
7/25/2025	Geneva Catherine Davis	$ 500.00	2024-1184	7/28/2025
7/25/2025	Larry Vest	$ 360.00	2024-3424	7/28/2025
7/25/2025	Jaylen Dashon Gantt	$ 500.00	2024-4194	7/28/2025
7/25/2025	Francisco Fidencio Rios	$ 360.00	2024-4564	7/28/2025
7/25/2025	Juan Santillan-Bravo	$ 500.00	2024-4812	7/28/2025
7/25/2025	Michael Anthony Hugnagel	$ 360.00	2024-5895	7/28/2025
		$ 3,080.00		
date	**payor**	**amount**	**control #**	**deposit date**
7/29/2025	Eric Manny Camacho	$ 360.00	2024-2015	7/30/2025
		$ 360.00		

July 2025 PIA Fees

date	payor	amount	PIA #	deposit date	deposit total	Month Total
7/16/2025	Joseph Ellis	$ 60.00	2025-1133-PIA	7/17/2025	$ 60.00	$ 60.00

Commissioners Court - Regular Session **17.**

Meeting Date: 08/26/2025

Discuss, consider, and take appropriate action to transition Gary Pastushok to the Horticulture Extension Agent position.

Submitted By: Amy Hays, Extension Service

Department: Extension Service

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to transition Gary Pastushok to the Horticulture Extension Agent position.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

GP CV

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/20/2025 02:31 PM
Form Started By: Amy Hays		Started On: 08/20/2025 02:25 PM
Final Approval Date: 08/20/2025		

GARY PASTUSHOK - Williamson County – County Extension Agent

PROFESSIONAL SUMMARY

- Texas A&M AgriLife Extension - Williamson County CEA Agriculture & Natural Resources
- Agricultural Chemical Senior Research Scientist/Professional Agronomist,
- ND State Plant Industry Branch Director
- Broad Scientific background in Botany, Soils, Agricultural Crops, Forestry and Horticulture

Accomplished agricultural and biological research scientist in the Crop Protection industry for many years, North Dakota State Ag Plant Division Director; and over the last 5 years as the County Extension Agent - Ag/NR in Williamson County.

In the absence of a Horticultural agent, I assisted the Master Gardener Group and their Help Desk Team regarding site investigations and many other horticultural queries from our Wilco residents. Worked for several of the world's premiere Agricultural Chemical companies as an R&D Senior Research Scientist in both the USA and Canada, and in a regulatory capacity role for State and Provincial Agencies in the USA and Canada. Developed excellent working relationships and brought my broad agronomic expertise to collaborate in cross-functional domestic and international working groups to develop a diverse range of new crop protection products.

Have hands-on working experiences in a wide swath of agricultural and horticultural crops including cereals, oilseeds and legumes, rangeland, forestry, soils, hemp, biofuels, soybean, corn, sugar beets, potatoes, hemp, fruits and grape, nursery and vegetable production. Collaborated with the Seeds Industry in plant variety development and efficacy testing of a range of seed treatment products.

Experienced in ecological vegetation characterization, assessment and management of Sphagnum bog resources, and forestry environments (Forest Nursery and Natural Resource sectors). Comfortable in teaching grade school students/teachers on agriculture, biology and forest ecology and conservation activities.

EDUCATION

- **Master of Science in Agriculture - Soil Science** – University of Saskatchewan 1982
  Thesis Title; *"Incorporation of Triallate Granules"*

Wild oat management project between the Soil and Crop Science Departments

- **Bachelor of Science - Botany** - University of Manitoba 1977. Plant Ecology

KEY STRENGTHS

Highly Skilled Agricultural, Botanical and Natural Resource Specialist. Technical expert in the conduct of herbicide, insecticide, fungicide, entomology, seed treatment, growth regulators, soil studies and GLP Regulatory Trials (APHIS and EPN & PMRA), including Pesticide Applications and Field/Greenhouse Pathogen and Entomological Inoculation Techniques. Skilled in scientific report writing, label

management for State/University Extension Pesticide recommendations. Strongly collaborative and organized; very capable of actively managing large and very diverse programs. Take pride in training and educating clients on pest control. Oversight and distribution of large grants in industry (up to $600K/yr) to assist in various collaborative programs with external Federal, University and Private Contractors, and Agencies in the USA and Canada. Received accolades for scientific excellence in the development of Genetically modified crops, Regulatory and Research and Development trials. Recognized within TAMU for Innovative Programming on the *Science Behind Breadmaking*; collaborations with County and Statewide Specialists on the agronomics of growing Hemp and developing Biofuel oilseed crops (Carinata) and had just recently received the statewide Soils and Crop Science *Special Achievement Award for TAMU Extension Faculty* in 2023.

RESULTS DRIVEN AND INNOVATIVE.

Developed a deep base of agronomic experiences in project management, generating efficacy data, product label writing management, Regulatory and Environmental studies, and Product Sales-Support experiences. Very familiar with the production of crops grown across the USA and Canada. Developed hundreds of field protocols and detailed project summaries. Work well under tight timelines and long hours over a wide geography.

Experience in leading a team of biological specialists involved in plant nursery and commodity inspections, noxious weed management, investigating soil pathogens, weed-free forages, apiary and commodity export certifications, and developing a pilot program on Industrial Hemp. Worked closely with USDA-ARS to manage invasive species such as emerald ash borer imported on quarantined firewood, and Japanese beetles harbored on infested nursery stock. Conducted field and nursery inspection surveys and monitored for exotic insects in natural forest environments, and for Japanese beetle in nursery stock.

DETAILED WORK EXPERIENCES

Plant Industries Division Director - North Dakota Dept Agriculture 2016-17

Responsible for State regulatory efforts including horticultural nursery inspections, invasive weed/pathogen/insect pest surveys, certifying and licensing facilities exporting highly- refined commodities; running the on-farm industrial hemp pilot program, noxious-weed management program, apiary licensing efforts, and weed-free forage certifications.

Collaborated with USDA-ARS APHIS and State Scientists on invasive species management. Invasive species management included the emerald ash borer, sugar beet nematode, Palmer amaranth in contaminated seed lots, Japanese beetles in containerized nursery stock and in infested firewood and developing a strategy to contain Club root disease in soils.

Investigated apiary operations and advanced litigation proceedings; monitored illegal cross border transport of ash borer infested firewood, conducting exotic pest surveys and nursery inspections, trapping Japanese beetles in nurseries, collaborated with Minnesota Ag on noxious weed (Palmer amaranth) seed contaminants in NRCS conservation seed mixtures. Conducted facility inspections and generated reports on findings. Authored the technical report for the industrial hemp pilot program.

Senior Scientist -- SYNGENTA Crop Protection [MN, ND, MT] 2001-15

Designed and implemented Field and Greenhouse R&D and Marketing Support Trials on proprietary agricultural products. Pesticide efficacy testing included herbicides, seed treatments, fungicides, insecticides and plant growth regulators. Developed inoculated/infested techniques to evaluate performance against a range of agronomic pests.

GLP APHIS Regulatory field trial coordinator (FPC) – worked with counterparts on the development of GMO crops, including wheat, soybeans, canola, legumes and corn. Experienced in applications and sampling soils and plant materials under Federal Regulatory Agency oversite to determine the dissipation of pesticides in the environment.

Hired and trained many University interns. Developed R&D protocols and administered Sales Support funds to support research with Federal and State Scientists in North Dakota, Montana, South Dakota and Minnesota. Ran a large and diverse annual workload of over 120 individual trials/yr supported by an external funding budget of up to $600K. Responsible for reviewing and updating the Product recommendations for State Extension Publications.

Lead Field Scientist for product development studies in spring cereals and pulse crops. Special emphasis on testing programs for foliar disease management with fungicides, and control of seed /soil borne pathogens and insects. Field project coordinator for up to 26 projects per year on pulse crops, canola, sugar beet, potatoes and spring cereals. Coordinated trials and common protocols with Canadian Scientists and Discovery Teams in the EU.

Senior Field Biologist/Field Scientist - ZENECA Ag Products (USA, Canada) 1988-2001

Ran a large efficacy and GLP regulatory field program in Canada. Lead several business-critical projects on developing new herbicides and fungicides in consort with EU Scientists. Directly managed 2-4 field interns/year.

Promoted to Senior Scientist and transferred to USA in 1999. Territory included all or parts of MT, ND, SD and MN. Responsible for Technical Presentation launches of new graminicides and foliar/seed treatments across a wide range of crops including beets, potatoes cereals, pulses and canola. Other responsibilities included assisting on field promotion demonstrations, venues/training for Sales, Growers and University Extension. Investigated several large product complaints and aerial drift issues.

USA rep to the Canada Regulatory Group - GLP Delegate, and to the Herbicide Resistance Action Committee (HRAC-FOP/DIM Sub-Group).

Western Canada Technical Rep •· Stauffer Chemicals (Canada) 1985-87

Technical Specialist for Western Canada.
Key responsibilities were to develop the entire Field R&D and Sales Support program for Western Canada, including all internal and external trials; train summer interns, and compile project data summaries for product registrations and make technical presentations.

Technical expert for grower Performance Inquiries/Complaints. Involved in confrontational situations with growers involving product failures for our National Distributor. Developed new expertise working on row crops (potatoes, forages, corn, veggies, vines, and fruit trees).

Technical Representative •· BAYER Crop Science (Canada) 1980•85

Product Development, Field R&D and GLP Regulatory Trial specialist conducting Residue and Environmental Fate, and Exploratory field trials over a wide range of pesticide products

Established Sales Support Training Demos, handled complaints and cold calls, manned trade show booths, and made many technical presentations to growers and dealers; made professional society presentations at the Weed Science Society (WSSA) and Expert Committee on Weeds (ECW); and to University Extension and Government Influencers.

Developed strong technical expertise in the conduct of pest management trials in specialty (Pulse) crops, canola and cereals on seed treatments, entomology, fungicides, and weed control. Gained additional experiences on pest control in vegetables, grapes and tree fruits in British Columbia.

JOURNAL PUBLICATIONS

- Incorporation of triallate granules for wild oat control under dry conditions.
  Soil and Tillage Research. 11/1985; 6(2):139-147.
- Triallate granules for wild oat control in dry soil. J Env Science and Health A01/1985;20(4):419- 426.

OTHER RELEVANT WORK EXPERIENCES

- **Williamson County Farm Bureau Board Member**
- **Williamson County FSA Board Member**
- **Weed-ID Lab Assistant-** Plant Taxonomy – Crop Science Department, University of Saskatchewan
- **Herbarium Assistant** – Assisted the Botanist with Plant collections - Department Botany, University of Manitoba
- **Peat Bog Resources - Plant Survey** - Manitoba Government, Geology Branch
  Sphagnum identification, peat quality, soil core sampling and analysis of soil cores
- **Conservation Instructor** - Manitoba Forestry Association. Instructor to Teachers and Secondary Students in plant ecology, conservation, forest fire detection and suppression techniques, and tree nursery production

OTHER INTERESTS/ ACTIVITIES

- Outdoor pursuits including Horticulture, Camping, Hiking, Travel, Fly-fishing and Exploring
- Ranked Table Tennis Player and Coach
- State, Provincial, National Medalist

Commissioners Court - Regular Session **18.**

Meeting Date: 08/26/2025

To note in the minutes the completion of the required 20 hours CE for County Clerk as prescribed by TX Gov 51.605

Submitted For: Nancy Rister **Submitted By:** Nancy Rister, County Clerk

Department: County Clerk

Agenda Category: Consent

Information

Agenda Item

To consider and note in the minutes the completion of the required 20 hours of continuing education hours for County Clerk Nancy E. Rister as prescribed in TX Gov Code 51.605

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CDCAT CE 2024

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/20/2025 01:28 PM
Form Started By: Nancy Rister		Started On: 08/20/2025 12:49 PM
Final Approval Date: 08/20/2025		

COUNTY & DISTRICT CLERKS' ASSOCIATION OF TEXAS

Certificate of Completion Awarded to

Nancy E. Rister

County Clerk

For completing the required 20 hours of Continuing Education for 2024 as prescribed in Section 51.605 of the Texas Government Code.

In witness therefore, recognition is hereby made this January 2025.

John F. Warren, President

Sandra Roblez, Vice President

Commissioners Court - Regular Session **19.**

Meeting Date: 08/26/2025

Tax Collection Agreement Atlas Ranch MUD #1

Submitted For: Larry Gaddes

Submitted By: Mary Greenway, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve the Tax Collection Agreement between Atlas Ranch Municipal Utility District No 1 and the County of Williamson, Texas.

Background

Under the provisions of Texas Government Code Section 791.001 and Texas Property Tax Code Section 6.21, the County, through its Tax Assessor/Collector, shall serve as the Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties stated in the Tax Collection Agreement. The original documents of the Tax Collection Agreement with the Williamson County Municipal Utility District No. 38 require the County Judge's signature as well as the County Tax Assessor/Collector. The original documents have been signed by the County Tax Assessor/Collector and are being sent via interdepartmental mail to the County Judge's office indicating the location of his signature. Please return all signed original documents to the Tax Assessor/Collector's office for further distribution.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Tax Collection Agreement

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/11/2025 04:51 PM
County Judge Exec Asst.	Delia Colon	08/12/2025 08:48 AM
Form Started By: Mary Greenway		Started On: 08/11/2025 12:38 PM
Final Approval Date: 08/12/2025		

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

TAX COLLECTION AGREEMENT

WHEREAS the Atlas Ranch Municipal Utility District No. 1 and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor/Collector, to act as the Tax Collector for the above-named Jurisdiction for those properties within Williamson County.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between the Atlas Ranch Municipal Utility District No. 1 a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1. A. Under the provisions of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor/Collector, shall serve as Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties in Williamson County only in the year this document is executed and subsequent years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor/Collector, to do and perform all acts necessary and proper to collect property taxes which are levied by the Jurisdiction.

B. The Jurisdiction shall be responsible for complying with all the statutory requirements for the annual setting of a tax rate as specified in Chapter 26 of the Texas Property Tax Code and/or Section 49.236 of the Texas Water Code. The County assumes no responsibility for the performance of any of the statutory requirements for setting rates for the Jurisdiction.

C. Any information required to be posted on a website of the Jurisdiction per Chapter 26 of the Property Tax Code shall be the responsibility of the Jurisdiction. The Jurisdiction shall provide the County information as necessary to timely comply with the requirements specified by Chapters 26.16 and 26.17 of the Texas Property Tax Code.

2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the Jurisdiction, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the Jurisdiction, meet the requirements of the Property Tax Code, as amended, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations related to the collection of the taxes levied by the Jurisdiction.

The County undertakes and agrees to make available to the Jurisdiction full information about the tax collection operation of the County and to promptly furnish written reports reasonably necessary to keep the Jurisdiction advised of all financial information affecting the Jurisdiction.

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from tax collections otherwise due to the Jurisdiction, or, if there are not sufficient current collections to make the refund, the Jurisdiction shall, at the request of the Tax Assessor/Collector, promptly return to the County

sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

Likewise, in the event that a tax payment is made by check or other medium that is later dishonored, the County shall withhold the dishonored amount previously distributed to the Jurisdiction from tax collection otherwise due to be distributed to the Jurisdiction. If there is not sufficient current collection to amount to the revenue lost due to the dishonored instrument, the Jurisdiction shall promptly refund to the County sufficient sums upon request by the Tax Assessor/Collector.

C. To enable the County to effectively serve all the taxing units which contract with the County for the collection of taxes, **the Jurisdiction must set its annual tax rates not later than the 15th day of September of each year**. In the absence of this requirement being met, the Jurisdiction shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its tax rate via a duly executed order or ordinance, failing to comply with statutory requirements regarding truth-in-taxation, or a successful rollback election and causing the County to not meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

3. The Jurisdiction hereby agrees and expressly authorizes the County to contract on the Jurisdiction's behalf with private legal counsel for the collection of delinquent property taxes. The Jurisdiction further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the delinquent taxes, penalty, and interest collected for Jurisdiction by such private legal counsel.

4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each parcel of taxable property, or account, including accounts on personal property, taxable by the Jurisdiction. The number of accounts taxable by the Jurisdiction shall be determined as of the certification of the Jurisdiction's appraisal roll of the year for which payment is due. The amounts to be paid per account shall be as determined by the County's Tax Assessor/Collector annually. The Tax Assessor/Collector shall notify the Jurisdiction of the charge per parcel on or about May 1. If no notice of charges per parcel is given by the Tax Assessor/Collector, charges per parcel for the prior year shall remain effective. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor/Collector from the distribution otherwise due the Jurisdiction.

5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the Jurisdiction to conduct an annual financial audit of the Jurisdiction as such inquiries are related to the collection of taxes as provided for by this contract.

6. The County agrees to obtain a surety bond for the County's Tax Assessor/Collector to assure proper performance of the tax-collecting function provided in this contract. Such bond shall be payable to the County in the sum of $100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.

7. The County agrees to make payments of taxes collected into such depositories as are selected by the Jurisdiction. Such payments shall be made every day on which both the County's tax office and Jurisdiction's depository are open for business.

8. This contract shall continue until terminated by the parties. Either party may terminate this contract by giving written notice of its intent to the other party on or before April 1, to be effective the following July 1 of the same calendar year. Upon such a termination, the Jurisdiction shall assume all its tax collection responsibilities for all tax years.

9. If this contract should terminate for any reason, including but not limited to termination because of agreement of both parties and termination by judicial decree, the tax records shall be returned to Jurisdiction.

10. This agreement supersedes any and all agreements and contracts by and between the Jurisdiction and Williamson County relative to the collection of taxes.

11. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Williamson County, Texas.

IN WITNESS WHEREFORE, these presents are executed by the authority of the governing bodies of the respective parties hereto.

Executed _____, 2025.

COUNTY OF WILLIAMSON

_____
Steven Snell, County Judge
County of Williamson

_____
Larry Gaddes, Tax Assessor/Collector,
County of Williamson

_____
Vice President
Atlas Ranch Municipal Utility District No. 1

RESOLUTION

AUTHORIZING AGREEMENT WITH THE COUNTY OF WILLIAMSON FOR COLLECTION OF TAXES

WHEREAS, the Atlas Ranch Municipal Utility District No. 1 desires to levy an ad valorem tax in each fiscal year; and

WHEREAS, The County of Williamson, Texas, provides ad valorem tax collection services; and

WHEREAS, the Atlas Ranch Municipal Utility District No. 1 finds it to be in the public interest to authorize a contract with The County of Williamson, Texas for collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE Atlas Ranch Municipal Utility District No. 1 THAT:

The President of Atlas Ranch Municipal Utility District No. 1 is hereby authorized and directed to enter into a contract on behalf of the District with The County of Williamson, Texas, in the form and according to the terms in the attached Exhibit A.

The foregoing resolution was moved and seconded and finally adopted by majority vote at a regular meeting of the Board of Directors on the 7th day of August, 2025.

Vice President
Atlas Ranch Municipal Utility District No. 1

AUTHORIZING CONTRACT FOR COLLECTION OF AD VALOREM TAXES

WHEREAS, the County of Williamson performs tax collection for the several taxing entities of Williamson County; and

WHEREAS, the Commissioners Court of the County of Williamson finds it to be in the public interest to enter into a contract with Atlas Ranch Municipal Utility District No. 1 for the collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF WILLIAMSON THAT:

The County Judge and Tax Assessor/Collector are hereby authorized and directed to enter into a contract with Atlas Ranch Municipal Utility District No. 1 in the form attached hereto as Exhibit A for the collection of ad valorem taxes.

The foregoing resolution was moved and seconded and adopted by majority vote at a meeting of the Commissioners Court of the County of Williamson on the ____ day of _____, 2025.

_____

Steven Snell, County Judge
County of Williamson

Commissioners Court - Regular Session **20.**

Meeting Date: 08/26/2025

Donation of teddy bears for County Sheriff Deputies

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

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to accept a donation of some Teddy Bears for the Patrol deputies in the Sheriff's Office to hand out to children on scene. (Acceptance of Donation pursuant to Tex. Loc. Gov't Code 81.032).

Background

Teddy Bears are being donated by a retired Patrol Officer from the Travis County Sheriff's Office.

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	08/20/2025 01:57 PM
Form Started By: Starla Hall		Started On: 08/20/2025 01:23 PM
Final Approval Date: 08/20/2025		

Commissioners Court - Regular Session **21.**

Meeting Date: 08/26/2025

VCA Charities Grant to WCRAS

Submitted By: Misty Valenta, Animal Services

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take action on an investment from VCA Charities to the Williamson County Regional Animal Shelter.

Background

Acknowledging a grant of $8110.63 from VCA Charities to Williamson County Regional Animal Shelter for expenses due to the emergency response to the Central Texas Flooding of July 2025. This grant is for the costs associated with the sheltering medical care, and transport of displaced animals and includes $4250.00 in cash funding and $3,860.63 in in-kind supplies (kennels, microchip scanners, leashes, collars, and halters).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

VCA Charities Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/20/2025 01:25 PM
Form Started By: Misty Valenta		Started On: 08/20/2025 12:43 PM
Final Approval Date: 08/20/2025		

VCA Charities
Disaster Relief Grant

FUNDING TERMS AND CONDITIONS for DISASTER RELIEF GRANT to: Williamson County Regional Animal Shelter

The granting of funds from VCA Charities is subject to the below terms and conditions.

1. Recipient acknowledges that a grant of $8110.63 has been approved by VCA Charities to Williamson County Regional Animal Shelter for expenses due to the emergency response to the Central Texas Flooding of July 2025. This grant is for the costs associated with the sheltering medical care, and transport of displaced animals and includes $4250.00 in cash funding and $3,860.63 in in-kind supplies (kennels, microchip scanners, leashes, collars, and halters).

2. Recipient will assume total liability for the products purchased through this grant. Recipient hereby waives any claims against, and agrees to release VCA Charities and its officers, directors, agents and employees, from any and all liability, damage, expense, cause of action, claim, judgment and cost of defence (including reasonable attorney's fees, if awarded by a court of competent jurisdiction) arising out of or relating to this grant.

3. If, for some reason the Recipient's organization is unable to proceed with the funded project, the Recipient's organization must inform VCA Charities in writing as soon as possible and immediately repay the funding amount received.

4. Any variation to the project, as detailed above, must be agreed to in writing by VCA Charities.

5. VCA Charities understands and supports Recipient publicizing receipt of grants to its communities via news releases, newsletters, organization's website, Facebook, etc. Recipient agrees to provide VCA Charities the opportunity to preview and edit material prior to release. Recipient is encouraged to send VCA Charities digital photos and stories of pets and people helped through VCA Charities' grants. Recipient authorizes VCA Charities, Medical Management International, Inc. (MMI), and/or VCA Animal Hospitals to share these photos and stories on its print, digital and/or other media, and acknowledges such possible sharing. Recipient represents and warrants that it has obtained a release, for each photo and story provided, that permits VCA Charities, MMI and VCA Animal Hospitals to use the photos and stories submitted in print, digital, or other media, and Recipient agrees to indemnify and hold harmless VCA Charities, MMI, and VCA Animal Hospitals from any claims that their use of the photos or stories violates or infringes the intellectual property, privacy, or publicity rights of any third party.

6. Grant funding must be expended by the end of the grant term, January 31, 2026, at which time a final report is due. Reference Final Report Form provided. Report should include any promotional materials or media releases concerning the funded project, and photos (high-resolution) are strongly encouraged.

7. If the recipient breaches any of these terms and conditions, VCA Charities reserves the discretionary right to reclaim in part or in whole the funding.

8. Please sign this Terms & Conditions and return it to Grants@VCACharities.org by August 4, 2025 and retain a copy of this document for your records. Only after this has been received will monies be distributed to Williamson County Regional Animal Shelter.

SUBMITTED BY:



Kim Van Syoc
Executive Director
VCA Charities
12401 W Olympic Blvd.
Los Angeles, CA 90064

ACKNOWLEDGED BY:

Name

Title

Date

Signature

Commissioners Court - Regular Session **22.**

Meeting Date: 08/26/2025

Approval of Service Agreement #2025334 for Data Circuits with DIR/CTS for Information Systems

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 agreement # 2025334 between the Department of Information Resources (DIR)/Communications Technology Services Division (CTS) and Williamson County for data circuits pursuant to DIR contract #DIR-CTS-CSA.

Background

This agreement is for connectivity services through various transmission methods to the TEX-AN network including, but not limited to, video, voice, routed data, Internet and/or equipment specific to Texas public agencies. DIR/CTS updated their service agreement to reflect the current Texas Legislative Code reference and to remove the requirement of a yearly purchase order. Therefore, a new Service Agreement is required of every Inter-local customer. DIR requires a Service Agreement to be on file for all non-state customers. DIR will sign the agreement after the County signs. Origination #2878. No 1295 is required as DIR is with the State of Texas. Point of Contact is Richard Semple.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/20/2025 03:16 PM
Form Started By: Barbi Hageman		Started On: 08/05/2025 01:41 PM
Final Approval Date: 08/20/2025		

DEPARTMENT OF INFORMATION RESOURCES
COMMUNICATIONS TECHNOLOGY SERVICES DIVISION
SERVICE AGREEMENT

This Service Agreement is between the Department of Information Resources Communications Technology Services Division (DIR-CTS) and the Customer. It is the intent of the parties to comply with the provisions of Texas Government Code Chapter 771, Interagency Cooperative Act and/or Chapter 791 Interlocal Cooperation Act as applicable, and Title 10, Subtitle D, Chapter 2170, Telecommunication Services, Section 2170.004, Texas Government Code as applicable.

I. ELIGIBILITY CERTIFICATION

1.1 By checking a box below, Customer certifies it meets eligibility requirements defined in the provisions of the Codes or Acts described above.

Customer must check one box to indicate the entity type.

☐ **Texas State Agency**

☐ **House of the Legislature**

☐ **Legislative Agency (not a state agency as defined by Section 2151.002) Fill in applicable authorizing statute or code:** Click or tap here to enter text.

☒ **Political subdivision, including a county, municipality or district**

☐ **Private institution of higher education, accredited, as defined by Section 61.003, Education Code that:**

(A) engages in distance learning, as defined by Section 57.021, Utilities Code; and
(B) receives federal funds for distance learning initiatives

☐ **Assistance Organizations defined in Section 2175.001, Texas Government Code (Note: Assistance Organizations are required to provide proof of tax exemption described in Customer Responsibilities, below).**

II. DIR-CTS RESPONSIBILITIES

2.1 DIR-CTS agrees to provide Customer with connectivity through various transmission methods to the TEX-AN network for specific communications services including, but notlimited to, video, voice, routed data, Internet and/or equipment (hereinafter "services").

2.2 DIR-CTS will assist and advise the Customer in determining the best and most economical usage of the services.

2.3 DIR-CTS will bill monthly for services, as required and respond to inquiries regarding Customer's bill. DIR-CTS shall commence billing for services as they are provisioned.

III. CUSTOMER RESPONSIBILITIES

3.1 For Assistance organizations defined in Section 2175.001, Texas Government Code, the Customer shall provide all applicable local, state and federal tax exemption certificates to DIR prior to or at the time it orders services. The Customer shall be responsible to pay for all taxes as they may appear on a bill in the event the Customer does not provide applicable tax exemption certificates to DIR.

3.2 Customer shall comply with the DIR rules applicable to the Communications TechnologyServices Division, 1 TAC Chapter 207, as the same may be amended from time to time.

3.3 Customer has the responsibility to cooperate and coordinate with DIR-CTS so as to avoid delaying DIR-CTS in the provisioning of and billing for ordered services. Specifically, itis the Customer's responsibility to designate, in a timely manner; the type of service desired and provide DIR-CTS with information which may affect technical, logistical, engineering, or equipment aspects of service delivery. The Customer is exclusively responsible for any equipment added to their premises for connectivity to TEXAN services. Customer shall keep DIR-CTS promptly informed of its billing contact, address,telephone numbers, eligibility status and technical contact, and changes to any of the foregoing. Customer understands and agrees that its failure to timely perform its duties, which delay DIR-CTS in the delivery of ordered services, is not a condition of Force Majeure.

3.4 Payments will be made in full within 30 days of notification that the TEX-AN invoice is available for retrieval from DIR-CTS's secured website. Customer represents that it possesses sufficient current revenues to satisfy the timely payment of goods and servicesprovided by DIR-CTS hereunder. In all events, Customer shall be billed for and shall payin a timely manner for all services actually ordered and received up through the effectivedate of termination of services. Customer agrees it has no rights to set off against bills received from DIR-CTS. Customer's covenant to pay survives termination of this ServiceAgreement.

3.5 Customer is exclusively responsible for the operation and security of its premise equipment. The risk of toll fraud or other unauthorized use of its premise equipment restswith the Customer. Customer accepts this risk and understands that it shall be solely responsible to pay all charges, which may result from toll fraud or unauthorized use of itspremise equipment. Customer hereby releases and waives any claim it may have now or in the future against DIR-CTS for the payment of charges arising from toll fraud or otherunauthorized use on its premise equipment.

3.6 Customer is a qualified entity to receive goods and services from DIR-CTS For Assistance Organizations defined in Section 2175.001, Texas Government Code it is the exclusive responsibility of Customer to maintain its eligibility status with the Comptroller of Public Accounts. Services will terminate without liability to DIR-CTS should Customer's eligibility status change during the term of this Service Agreement.

IV. TERM

The term of this Service Agreement begins on the date of the last party to sign and is in effect until all services are terminated or the Service Agreement is terminated in accordance with Article V herein. Please note that service terms may differ from vendor to vendor and from services to service and these terms are reflected on the services order forms.

V. BILLING

5.1 DIR-CTS's first month's billing for any circuits provisioned will commence on the date provisioning is completed.

5.2 DIR-CTS will cease billing circuits on the date disconnection is completed.

5.3 All other services shall be billed on a usage basis from the first date of actual service untilthe service is disconnected.

5.4 In compliance with Title I, Chapter 207, Rule number 207.11, of the Texas AdministrativeCode: customer's billing dispute timing and payment obligations shall track those found in the Title I, Chapter 207, Rule number 207.11, Texas Government Code.

VI. TERMINATION AND AMENDMENTS

6.1 DIR-CTS may provide notice of intent to terminate this Service Agreement for convenience by sending a written statement to that effect, which shall be received by Customer no less than thirty (30) days prior to the Effective Date of termination. DIR-CTSmay terminate any Service Agreement for cause, with an immediate Effective Date, by issuing written notice to Customer, upon failure of Customer to make timely payment of bills. In addition to termination of services, DIR-CTS may notify the State Comptroller of Public Accounts (CPA) Office of the Customer's debt to the state and request the Customer be placed on the Payments on Hold List until payment for services is received.

6.2 A Customer may provide notice of intent to terminate this Service Agreement for convenience by sending a written statement to that effect, which shall be received by DIR-CTS no less than thirty (30) days prior to the Effective Date of termination. A Customer request to change a service shall not take effect until Customer provides written notice to DIR-CTS of any changes to ordered services. If DIR-CTS does not receive written notification, the Customer will continue to be billed monthly until proper notification is received. No written termination notice shall be effective prior to the expiration of thirty (30) days after receipt by DIR-CTS.

6.3 Amendments to this Service Agreement shall only be effective upon execution of an instrument in writing by authorized representatives of DIR-CTS and the Customer.

VII. OTHER CONDITIONS OF SERVICE

7.1 Service rates are subject to change by DIR-CTS upon 30-days written notice to Customer.

7.2 No conflicting terms or conditions found in Customer orders or forms shall become a partof this Service Agreement.

7.3 If service and/or communications projects are canceled at any time prior to completion, Customer shall be responsible for all actual costs incurred by DIR/CTS up to the date of cancellation. DIR-CTS will bill the Customer for these costs. Customer's covenant to pay shall survive the cancellation of a project.

7.4 DIR/CTS relies on third party contractors for the fulfillment of services contracted for hereunder. Therefore, DIR-CTS makes no independent warranties or guarantees, expressor implied, regarding said services.

7.5 The following terms have the meaning indicated for purposes of this Service Agreement:

"Force Majeure" means the parties' performance under this Service Agreement shall be adjusted or suspended by mutual agreement to the extent performance is beyond the reasonable control of the parties for reasons including, but not limited to: strikes, work stoppages, fire, water, flood, lightning, government action, acts of God or public enemy, delays of power company, local exchange company, or other carrier. Failure of Customerto coordinate and cooperate so as to delay DIR-CTS is not an event of Force Majeure. In the event of Force Majeure, the sole and exclusive remedy to the party suffering the delay shall be an equivalent extension of the time for performance. The parties shall document to one another the onset of events of Force Majeure within three days of their onset.

"Provision" and "provisioning" means DIR-CTS has acquired, arranged for or provided at the Customer's site, the equipment, supplies or other items necessary to provide the ordered service(s), but does not mean the actual act(s) of turning up the ordered service(s).

VIII. Customer Service Resources

Inquiries regarding this Service Agreement may be directed to DIR Service Fulfillment 877-472-4848 Option 4 or 512-463-7800. Customer Service Resources may be found at https://dir.texas.gov/communications-technology-services.

Customer hereby agrees to the terms and conditions of this Service Agreement; represents thatthe official executing this Service Agreement is authorized to bind the Customer to its terms; and that Customer has completed all of its internal processes to make this a binding undertaking on the part of Customer.

CUSTOMER

Insert Entity Name Here

Authorized Signature: _____

NAME: _____

TITLE: _____

DATE: _____

DEPARTMENT OF INFORMATION RESOURCES

Authorized Signature: _____

NAME: _____

TITLE: _____

DATE: _____

OFFICE OF GENERAL COUNSEL

_____

Reviewed by General Counsel's Office
Jacqueline Lentz
General Counsel, Commissioners Court
Date: Jul 30 2025 Time: 10:13 am

Commissioners Court - Regular Session **23.**

Meeting Date: 08/26/2025

Final plat for the Ancient Oaks Phase 3 subdivision – Pct 2

Submitted For: Adam Boatright **Submitted By:** Misti Schulz, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approval of the final plat for the Ancient Oaks Phase 3 subdivision – Precinct 2.

Background

This is the next section of the Ancient Oaks subdivision. It consists of 18 lots and 1,691 linear feet of new public roads. Roadway and drainage construction has been completed.

Timeline
2025-05-05 – initial submittal of the final plat
2025-06-02 – 1st review complete with comments
2025-06-16 – 2nd submittal of final plat
2025-06-30 – 2nd review complete with comments
2025-07-01 – 3rd submittal of final plat
2025-07-09 – 3rd review complete with comments
2025-07-25 – 4th submittal of final plat
2025-07-28 – 4th review complete with clear comments
2025-08-19 – receipt of final plat with signatures
2025-08-19 – final plat placed on the August 26th, 2025, Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - Ancient Oaks Ph 3

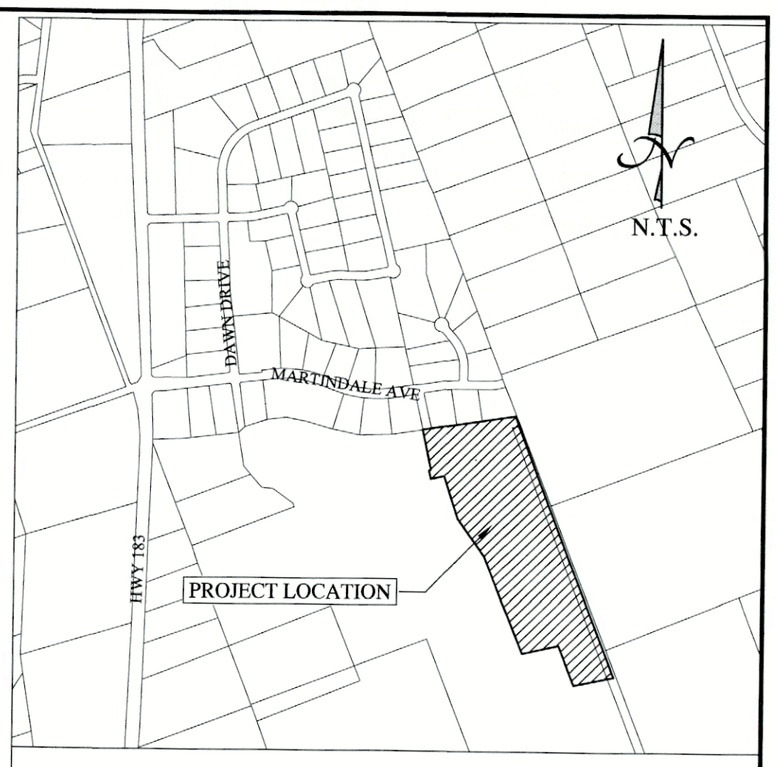
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/20/2025 09:28 AM
Form Started By: Misti Schulz		Started On: 08/19/2025 04:28 PM
Final Approval Date: 08/20/2025		

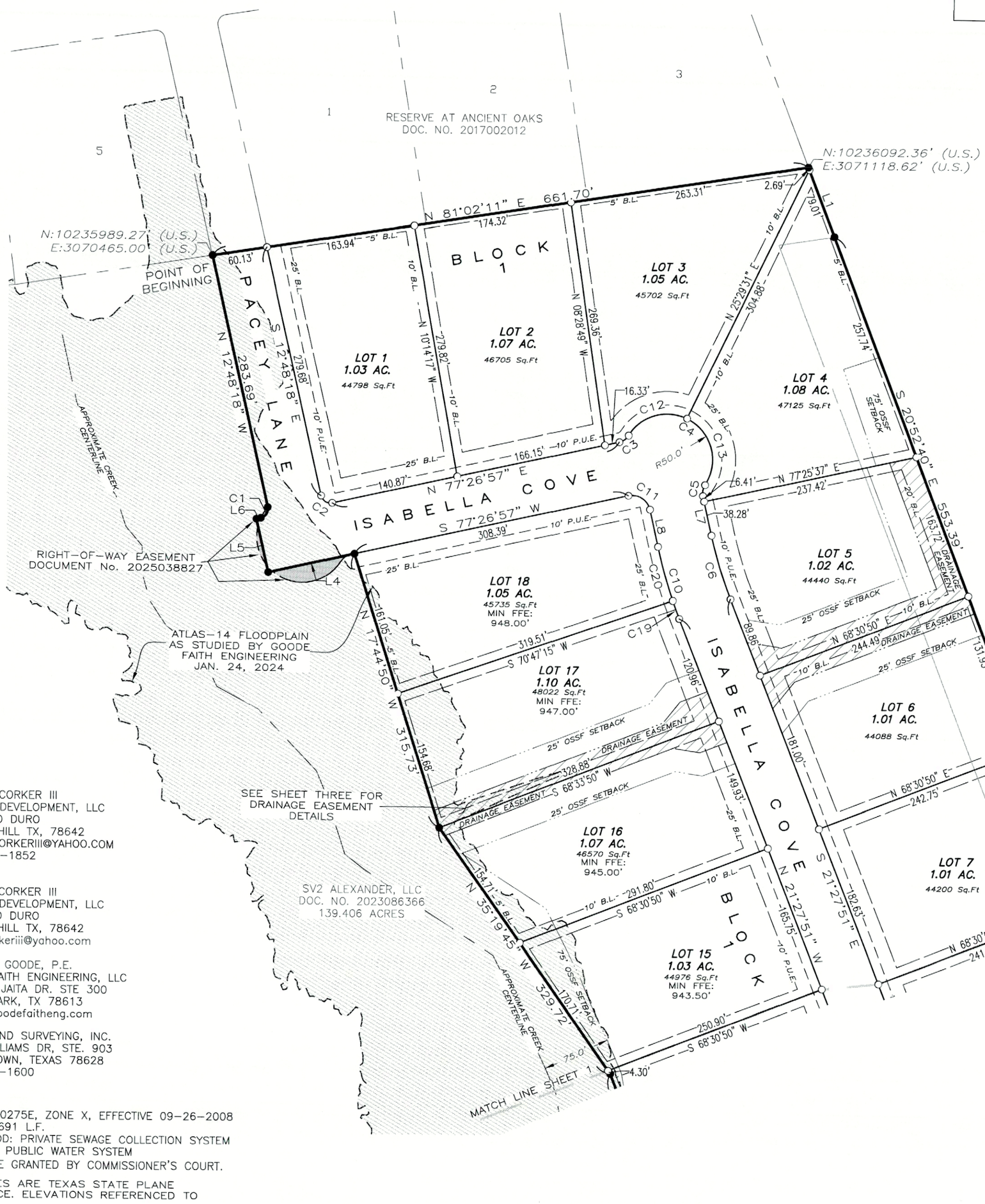
FINAL PLAT OF:

ANCIENT OAKS PHASE III

25.13 ACRES SITUATED IN WILLIAMSON COUNTY, TEXAS.
OUT OF THE WAYMAN F. WELLS SURVEY, ABSTRACT No. 648
BEING 2.60 ACRES AS DESCRIBED AND RECORDED IN DOCUMENT No. 2021179222 AND 22.54 ACRE AS DESCRIBED AND RECORDED IN DOCUMENT No. 2021165758 OF THE OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.



LOCATION MAP



100 0 100 200

Scale: 1" = 100'

BEARINGS CITED HEREON BASED ON STATE PLANE COORDINATES, GRID NORTH, CENTRAL ZONE, TEXAS NAD 83.

LEGEND	
●	1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
○	1/2" IRON ROD SET W/PLASTIC CAP STAMPED "TLS INC."
B.L.	BUILDING SETBACK LINE
P.U.E.	PUBLIC UTILITY EASEMENT

NO. OF LOTS: 18

DEVELOPER: ARTHUR CORKER III
CORKER DEVELOPMENT, LLC
113 PALO DURO
LIBERTY HILL TX, 78642
ARTHURCORKERIII@YAHOO.COM
512-706-1852

OWNER: ARTHUR CORKER III
CORKER DEVELOPMENT, LLC
113 PALO DURO
LIBERTY HILL TX, 78642
arthurcorkeriii@yahoo.com

ENGINEER: ANTHONY GOODE, P.E.
GOODE FAITH ENGINEERING, LLC
1620 LA JAITA DR. STE 300
CEDAR PARK, TX 78613
admin@goodefaitheng.com

SURVEYOR: TEXAS LAND SURVEYING, INC.
3613 WILLIAMS DR, STE. 903
GEORGETOWN, TEXAS 78628
512-930-1600

AREA: 25.14 AC.
FEMA FIRM MAP: 48491C0275E, ZONE X, EFFECTIVE 09-26-2008
PROPOSED ROADWAYS: 1691 L.F.
SEWAGE DISPOSAL METHOD: PRIVATE SEWAGE COLLECTION SYSTEM
POTABLE WATER SUPPLY: PUBLIC WATER SYSTEM
ROADWAY WIDTH VARIANCE GRANTED BY COMMISSIONER'S COURT.

ALL POINT COORDINATES ARE TEXAS STATE PLANE CENTRAL ZONE SURFACE. ELEVATIONS REFERENCED TO NAVD88.

SCALE FACTOR: FOR PROJECT IS 1.00011

DRIVEWAY AND CULVERT SIZING:

LOCATION:	APPROXIMATE FLOW:	CULVERT/PIPE SIZE:
LOT 5	12 CFS	24" dia w/TXDOT SET

PACEY LANE	
ROW WIDTH	60'
PAVEMENT WIDTH	20' (23' BOC)
LENGTH OF ROADWAY	322'
DESIGN SPEED	25 MPH
MAINTENANCE AUTHORITY	PUBLIC
CLASSIFICATION	LOCAL

ISABELLA LANE	
ROW WIDTH	60'
PAVEMENT WIDTH	20' (23' BOC)
LENGTH OF ROADWAY	1369'
DESIGN SPEED	25 MPH
MAINTENANCE AUTHORITY	PUBLIC
CLASSIFICATION	LOCAL

REVISIONS

DATE	REASON
8/12/25	ADJUSTED THE DRAINAGE EASEMENT

Texas Land Surveying, Inc.
-A Land Surveying and Geoscience Firm-
3613 Williams Drive, Suite 903 - Georgetown, Texas 78628
(512) 930-1600/(512) 930-9389 fax www.texas-ls.com
TBPLS FIRM NO.10056200 GEOSCIENCE FIRM NO.50538

PROJECT #220410
ENG. PROJECT #22-013.0

SHEET 1 OF 4

FINAL PLAT OF:

ANCIENT OAKS PHASE III

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CURVE TABLE					
NUMBER	DELTA	RADIUS	ARC	CHORD	DIRECTION
C1	88°50'27"	10.12'	15.69'	14.17'	N 32°19'29" E
C2	89°20'30"	10.25'	15.99'	14.42'	S 57°40'41" E
C3	46°12'49"	15.82'	12.76'	12.42'	N 54°35'52" E
C4	181°43'08"	50.00'	158.58'	99.99'	S 57°33'03" E
C5	45°42'04"	15.99'	12.76'	12.42'	S 10°17'17" W
C6	8°54'47"	470.00'	73.11'	73.04'	S 17°00'27" E
C7	49°31'45"	25.00'	21.61'	20.94'	S 46°15'16" E
C8	279°25'06"	60.00'	292.63'	77.61'	S 68°30'06" W
C9	49°40'46"	25.00'	21.68'	21.00'	N 03°22'34" E
C10	8°54'47"	530.00'	82.45'	82.37'	N 17°00'27" W
C11	90°00'00"	20.00'	31.42'	28.28'	N 57°33'03" W
C12	83°47'26"	50.00'	73.12'	66.78'	N 73°30'23" E
C13	97°55'42"	50.00'	85.46'	75.43'	S 15°38'03" E
C14	97°40'37"	60.00'	102.29'	90.35'	S 22°22'12" E
C15	34°31'19"	60.00'	36.15'	35.60'	S 43°43'27" W
C16	42°35'36"	60.00'	44.61'	43.59'	S 82°16'50" W
C17	36°14'13"	60.00'	37.95'	37.32'	N 58°18'15" W
C18	68°23'48"	60.00'	71.63'	67.45'	N 05°59'14" W
C19	2°16'19"	530.00'	21.02'	21.01'	N 20°19'41" W
C20	6°38'28"	530.00'	61.43'	61.40'	N 15°52'15" W

LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	S 20°52'42" E	81.70'
L2	S 77°03'53" W	60.38'
L3	S 76°50'37" W	120.75'
L4	S 77°20'46" W	97.08'
L5	N 12°53'11" W	60.08'
L6	N 77°36'53" E	4.93'
L7	S 12°33'03" E	44.69'
L8	N 12°33'03" W	42.02'
L9	S 63°20'28" E	17.09'
L10	S 56°09'41" E	135.07'
L11	S 76°50'37" W	105.74'
L12	S 13°46'47" W	87.06'
L13	S 32°38'59" W	22.44'

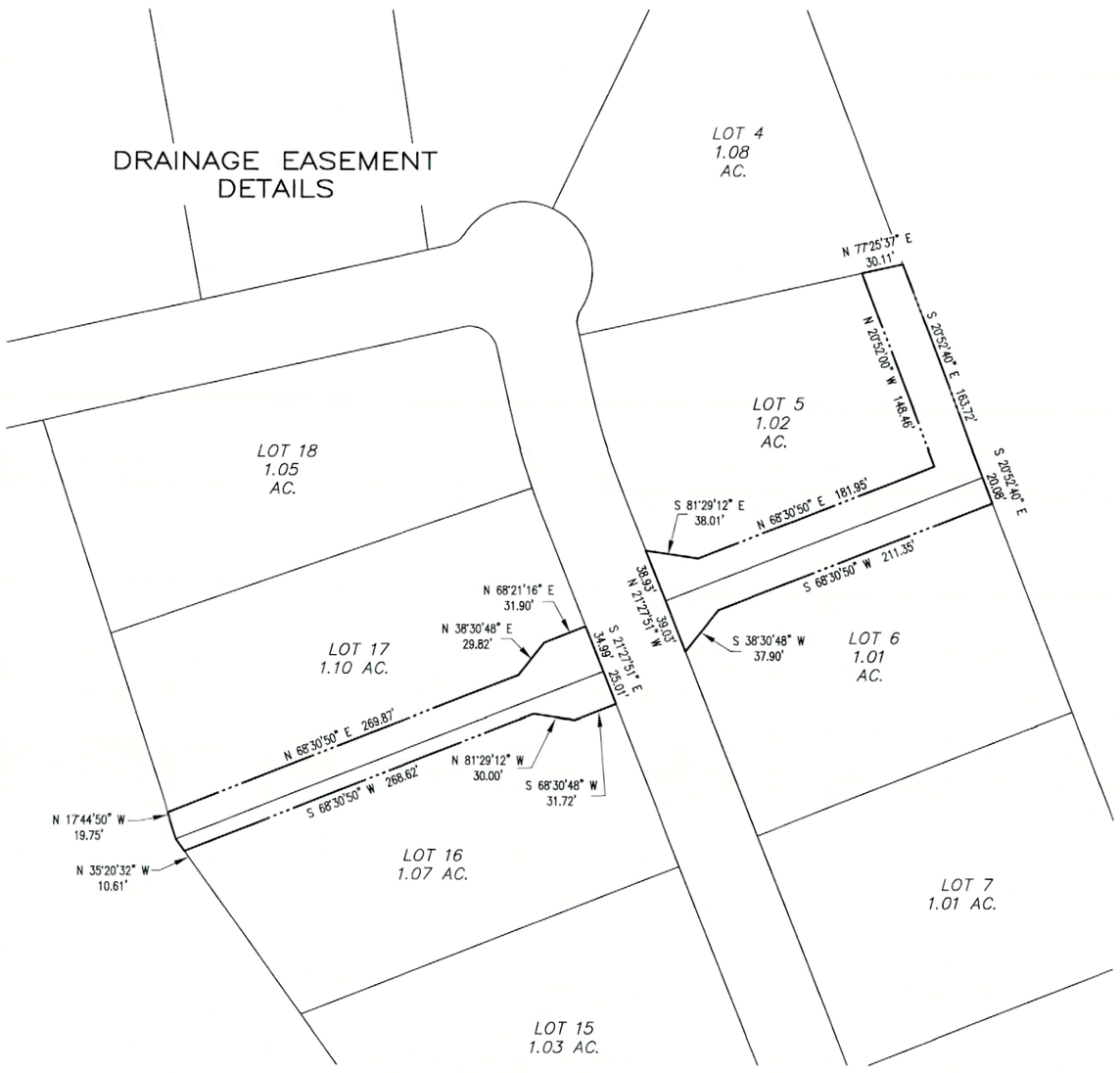
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BOUNDARY DESCRIPTION:

BEGINNING: AT A 1/2" IRON ROD FOUND IN THE WEST RIGHT-OF-WAY LINE OF PACEY LANE, THE SOUTH LINE OF RESERVE AT ANCIENT OAKS, A SUBDIVISION IN WILLIAMSON COUNTY RECORDED AS DOCUMENT NO. 2017002012, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS, BEING THE NORTHEAST CORNER OF THAT TRACT DESCRIBED IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO SV2 ALEXANDER, LLC, SAME BEING THE NORTHWEST CORNER OF A 22.54 ACRE TRACT DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO CORKER DEVELOPMENT LLC, RECORDED AS DOCUMENT NO. 2021165758, SAID OFFICIAL PUBLIC RECORDS, AND THE NORTHWEST CORNER OF THIS TRACT;

THENCE: N 81°02'11" E, 661.70 FEET WITH THE SOUTH LINE OF SAID RESERVE AT ANCIENT OAKS AND THE NORTH LINE OF SAID 22.54 ACRE CORKER TRACT TO A 1/2" IRON ROD FOUND IN THE WEST LINE OF THAT 32.83 ACRE TRACT DESCRIBED IN A GENERAL WARRANTY DEED TO THURMAN FAMILY TRUST, RECORDED AS DOCUMENT NO. 2012041400, SAID OFFICIAL PUBLIC RECORDS, FOR THE SOUTHEAST CORNER OF SAID RESERVE AT ANCIENT OAKS, BEING THE NORTHEAST CORNER OF SAID 22.54 ACRE CORKER TRACT AND THIS TRACT;

THENCE: S 20°52'42" E, 81.70 FEET WITH THE EAST LINE OF SAID 22.54 ACRE CORKER TRACT AND THE WEST LINE OF SAID THURMAN TRACT TO A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF A 2.60 ACRE TRACT DESCRIBED IN A GENERAL WARRANTY DEED TO CORKER DEVELOPMENT, LLC, RECORDED AS DOCUMENT NO. 2021179222, SAID OFFICIAL PUBLIC RECORDS;

THENCE: S 20°52'40" E, 553.39 FEET WITH THE WEST LINE OF SAID THURMAN TRACT AND THE EAST LINE OF SAID 2.60 ACRE CORKER TRACT TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "TLS" SET;

THENCE: S 21°00'33" E, 530.82 FEET PASSING THE SOUTHWEST CORNER OF SAID THURMAN TRACT AND THE NORTHWEST CORNER OF THAT TRACT DESCRIBED IN A GENERAL WARRANTY DEED TO THURMAN FAMILY TRUST, RECORDED AS DOCUMENT NO. 2012041401, SAID OFFICIAL PUBLIC RECORDS TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "TLS" SET;

THENCE: S 21°04'33" E, 802.73 FEET PASSING THE SOUTHWEST CORNER OF THE SECON SAID THRUMAN TRACT AND THE NORTHWEST CORNER OF THAT TRACT DESCRIBED IN A DEED TO ROGELIO C. LOPEZ, RECORDED AS DOCUMENT NO. 2007006780, SAID OFFICIAL PUBLIC RECORDS, TO A 1/2" IRON ROD FOUND IN THE WEST LINE OF SAID LOPEZ TRACT FOR THE NORTHEAST CORNER OF THE REMAINDER OF THAT TRACT DESCRIBED IN A GENERAL WARRANTY DEED TO BRAD ROUNDTREE, RECORDED AS DOCUMENT NO. 2016008743, SAID OFFICIAL PUBLIC RECORDS, FOR THE SOUTHEAST CORNER OF SAID 2.60 ACRE CORKER TRACT AND THIS TRACT;

THENCE: S 77°03'53" W, 60.38 FEET WITH THE NORTH LINE OF SAID ROUNDTREE TRACT AND THE SOUTH LINE OF SAID 2.60 ACRE CORKER TRACT TO A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID ROUNDTREE TRACT, THE SOUTHWEST CORNER OF SAID 2.60 ACRE CORKER TRACT, SAME BEING AN ANGLE POINT IN THE EASTERLY LINE OF SAID SV2 ALEXANDER TRACT, FOR AN ANGLE POINT IN THE SOUTHERLY LINE OF THIS TRACT;

THENCE: WITH THE EASTERLY LINE OF SAID SV2 ALEXANDER TRACT AND THE SOUTHERLY AND WESTERLY LINE OF SAID 22.54 ACRE CORKER TRACT AND THIS TRACT THE FOLLOWING TWELVE (12) COURSES:

1. **S 76°55'27" W, 229.53 FEET** TO A 1/2" IRON ROD FOUND;
2. **N 21°07'26" W, 299.63 FEET** TO A 1/2" IRON ROD FOUND;
3. **S 76°50'37" W, 120.75 FEET** TO A 1/2" IRON ROD FOUND;
4. **S 77°03'05" W, 140.27 FEET** TO A 1/2" IRON ROD FOUND;
5. **N 21°28'31" W, 734.01 FEET** TO A 1/2" IRON ROD FOUND;
6. **N 35°19'45" W, 329.72 FEET** TO A 1/2" IRON ROD FOUND;
7. **N 17°44'50" W, 315.73 FEET** TO A 1/2" IRON ROD FOUND;
8. **S 77°20'46" W, 97.08 FEET** TO A 1/2" IRON ROD FOUND;
9. **N 12°53'11" W, 60.08 FEET** TO A 1/2" IRON ROD FOUND;
10. **N 77°36'53" E, 4.93 FEET** TO A 1/2" IRON ROD FOUND;
11. 15.69 FEET ALONG A CURVE TO THE LEFT (DELTA=88°50'27", R=10.12', **LC=N 32°19'29" E, 14.17 FEET** TO A 1/2" IRON ROD FOUND;
12. **N 12°48'18" W, 283.69 FEET** TO THE POINT OF BEGINNING AND CONTAINING 25.13 ACRES OF LAND MORE OR LESS.

PLAT NOTES

1. 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.

2. 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.

3. 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.

4. WATER SERVICE IS PROVIDED BY: CITY OF GEORGETOWN
WASTEWATER SERVICE IS PROVIDED BY: ON-SITE SEWAGE FACILITY

5. 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.

6. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OFWAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.

6. 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.

7. ALL SIDEWALKS WITHIN THIS SUBDIVISION ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

8. THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CAN BE MADE AT ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA). RECREATIONAL VEHICHLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BFE.

9. 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.

10. 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.

11. IN APPROVING THIS PLAT BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONER'S COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.

12. 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.

13. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS F.E.M.A. REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VACINITY.

14. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0275E, EFFECTIVE DATE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

15. 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.

16. 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.

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FINAL PLAT OF:

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OWNER SIGNATURE:

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

I, ARTHUR CORKER III, MANAGING MEMBER OF CORKER DEVELOPMENT LLC, OWNER OF THE CERTAIN TRACTS OF LAND SHOWN HEREON AND DESCRIBED IN DEEDS RECORDED IN DOCUMENT NO. 2021165758 AND NO. 2021179222 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE, SAID TRACTS 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: **ANCIENT OAKS PHASE III.**

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 18th DAY OF August, 2025.

ARTHUR CORKER III,
MANAGING MEMBER
CORKER DEVELOPMENT LLC
104 KEN PELLAND CV.
LIBERTY HILL, TX 78642

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY, PERSONALLY APPEARED ARTHUR CORKER III, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 18th DAY OF August, 2025.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES ON: 1-11-2026.

HONEY R. CROWLEY
Notary Public, State of Texas
Comm. Expires 01-11-2026
Notary ID 133528342

LIEN HOLDER'S SIGNATURE

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

I, DANNY FLOYD, AS TRUSTEE, D & W HOLDINGS, LTD, LIEN HOLDER OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 22.54 ACRES, IN THAT DEED OF TRUST RECORDED AS DOCUMENT NO. 2024100494 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID TRACT SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO 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: **ANCIENT OAKS PHASE III**

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 18th DAY OF August, 2025.

DANNY FLOYD TRUSTEE
D & W HOLDINGS LTD
PO BOX 1816
BERTRAM, TEXAS 78611

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY, PERSONALLY APPEARED DANNY FLOYD, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 18th DAY OF August, 2025.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES ON: 08-27-2028.

AFTON LAURA FLOYD
Notary ID #129104208
My Commission Expires
August 27, 2028

SURVEYOR'S CERTIFICATION

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

I, DANNY J. STARK, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE GROUND SURVEY OF THE LAND SHOWN HEREON, AND THAT THE CORNER MONUMENTS SHOWN HEREON WILL BE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF WILLIAMSON COUNTY, TEXAS, UPON COMPLETION AND FINAL COUNTY APPROVAL OF THE PLAT, AND THAT ALL KNOWN EASEMENTS WITHIN THE BOUNDARY OF THE PLAT ARE SHOWN HEREON.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT GEORGETOWN, WILLIAMSON COUNTY, TEXAS, THIS 12th DAY OF August, 2025.

DANNY J. STARK
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5602
STATE OF TEXAS

STATE OF TEXAS
REGISTERED
DANNY J STARK
5602
PROFESSIONAL
LAND SURVEYOR

ENGINEER'S CERTIFICATION

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

I, ANTHONY GOODE, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE AND IS NOT ENCROACHED BY A ZONE "A" FLOOD AREA, AS DENOTED HEREIN, AND AS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 48491C0275E, EFFECTIVE DATE SEPTEMBER 26, 2008. AND THAT THESE LOTS CONFORM TO THE SUBDIVISION REGULATIONS OF WILLIAMSON COUNTY, TEXAS.

THE FULLY DEVELOPED, CONCENTRATED STORMWATER RUNOFF RESULTING FROM THE ONE HUNDRED (100) YEAR FREQUENCY STORM IS CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN, OR RIGHTS-OF-WAY DEDICATED BY THIS PLAT.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT GEORGETOWN, WILLIAMSON COUNTY,

TEXAS, THIS 18 DAY OF August, 2025.

ANTHONY GOODE, PE
GOODE FAITH ENGINEERING LLC
TBPE FIRM #F-22664

STATE OF TEXAS
ANTHONY H. GOODE
97263
LICENSED
PROFESSIONAL ENGINEER

ON-SITE SEWAGE FACILITIES APPROVAL:

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE SURVEY AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

ADAM D. BOATRIGHT, PE
WILLIAMSON COUNTY ENGINEER

08/19/2025
DATE

911 ADDRESSING APPROVAL:

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 19 DAY OF August, 2025 A.D.

WILLIAMSON COUNTY ADDRESSING COORDINATOR
Cindy Bridges

COUNTY JUDGE'S APPROVAL:

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
WILLIAMSON COUNTY, TEXAS

DATE

COUNTY CLERK'S CERTIFICATION:

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 AUTHENTICATIOIN 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

Texas Land Surveying, Inc.
-A Land Surveying and Geoscience Firm-
3613 Williams Drive, Suite 903 - Georgetown, Texas 78628
(512) 930-1600/(512) 930-9389 fax www.texas-ls.com
TBPLS FIRM NO.10056200 GEOSCIENCE FIRM NO.50538

PROJECT #220410
ENG. PROJECT #22-013.0

Commissioners Court - Regular Session **24.**

Meeting Date: 08/26/2025

Final plat for the Rancho San Gabriel Phase 1 subdivision – Pct 4

Submitted For: Adam Boatright **Submitted By:** Misti Schulz, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approval of the final plat for the Rancho San Gabriel Phase 1 subdivision – Precinct 4.

Background

This is the first section of the Rancho San Gabriel development. It consists of 410 residential lots, 17 open space & drainage lots, and 15,932 linear feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $13,237,564.00 has been posted with the County to cover the cost of the remaining construction.

Timeline
2025-06-24 – initial submittal of the final plat
2025-07-24 – 1st review complete with comments
2025-07-28 – 2nd submittal of final plat
2025-08-12 – 2nd review complete with clear comments
2025-08-13 – receipt of final plat with signatures
2025-08-19 – final plat placed on the August 26th, 2025, Commissioners Court agenda for consideration

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Fiscal Impact

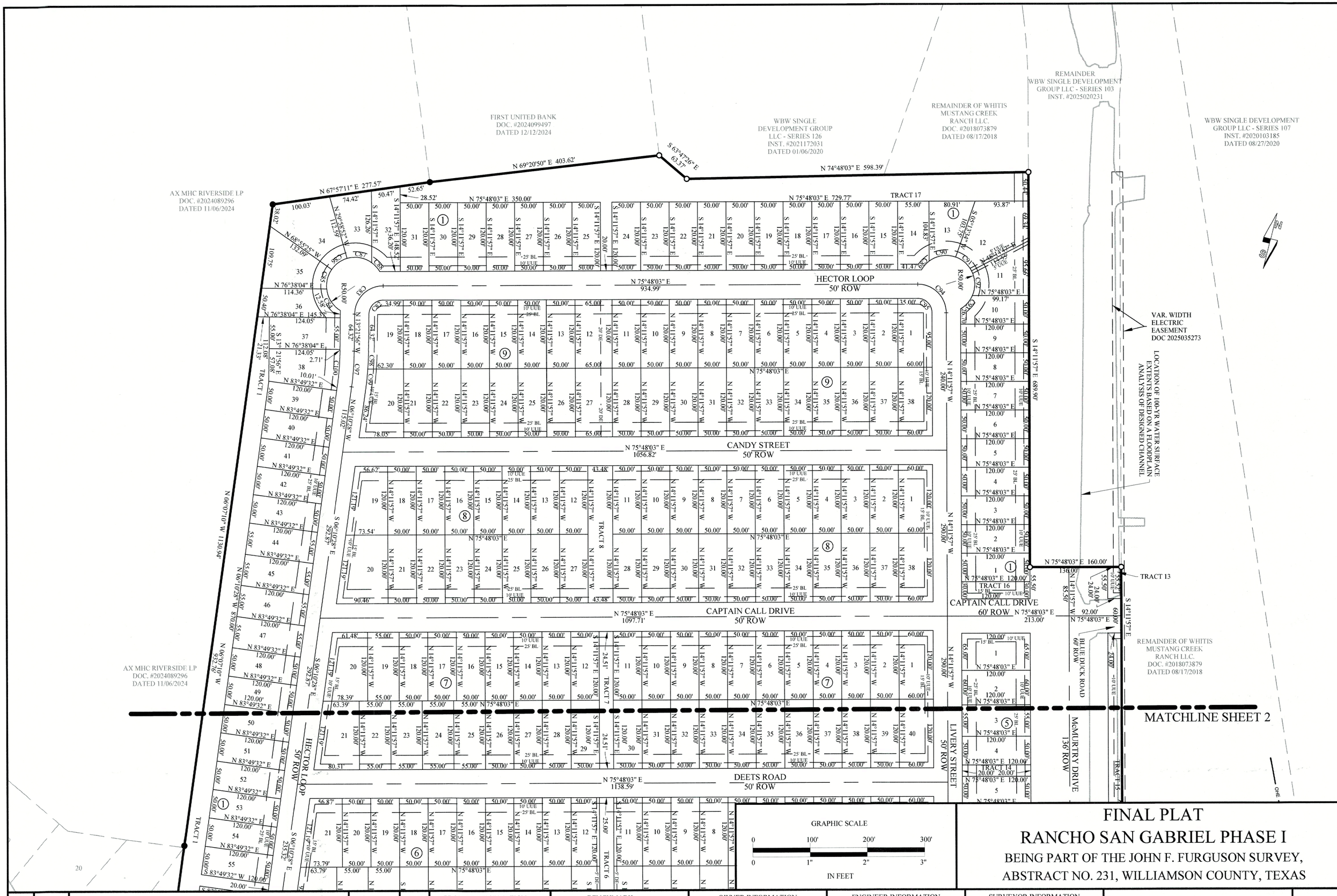
From/To	Acct No.	Description	Amount

Attachments

final plat – Rancho San Gabriel Ph 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/20/2025 09:22 AM
Form Started By: Misti Schulz		Started On: 08/19/2025 10:02 AM
Final Approval Date: 08/20/2025		



GRAPHIC SCALE

0 100' 200' 300'

0 1" 2" 3"

IN FEET

FINAL PLAT
RANCHO SAN GABRIEL PHASE I
BEING PART OF THE JOHN F. FURGUSON SURVEY, ABSTRACT NO. 231, WILLIAMSON COUNTY, TEXAS

REV.	DESCRIPTION	DATE	BY
2	STREET NAMES PER WILCO ADDRESSING	07/28/2025	JCL
1	ORIGINAL RELEASE	06/24/2025	JCL

PRINTED ON August 13, 2025

PROJECT NUMBER: RS01
APPROVED BY: KAC
AUTHORIZED BY: WBW

CLIENT NAME: WBW SINGLE DEVELOPMENT GROUP, LLC - SERIES 103
CLIENT LOCATION: GEORGETOWN, TX

PROJECT INFORMATION

TOTAL SIZE: 106.58 ACRES
TOTAL BLOCKS: 9
TOTAL RESIDENTIAL LOTS: 410
TOTAL NON-RESIDENTIAL: 17

BENCHMARK

A $\frac{3}{4}$" IRON ROD IN THE NORTH MARGIN OF E. SH 29, APPROX. 0.4 MILES EAST OF THE INTERSECTION OF E. SH 29 AND WATER VALLEY DR.

(TEXAS COORDINATE SYSTEM OF 1983, TEXAS CENTRAL ZONE)
N: 10,206,716.39
E: 3,166,725.81
ELEV.: 609.62 FEET
(NAVD88-GEOID 18)

OWNER INFORMATION

WBW SINGLE DEVELOPMENT GROUP, LLC - SERIES 103
109 W 2nd STREET, SUITE 201
GEORGETOWN, TX 78626
254-953-5353
pshepherd@wbdevelopment.com

ENGINEER INFORMATION

KEITH A. CALDWELL
P.E. NO. 101956
YALGO ENGINEERING, LLC
109 W 2nd STREET, SUITE 201
GEORGETOWN, TX 78626

SURVEYOR INFORMATION

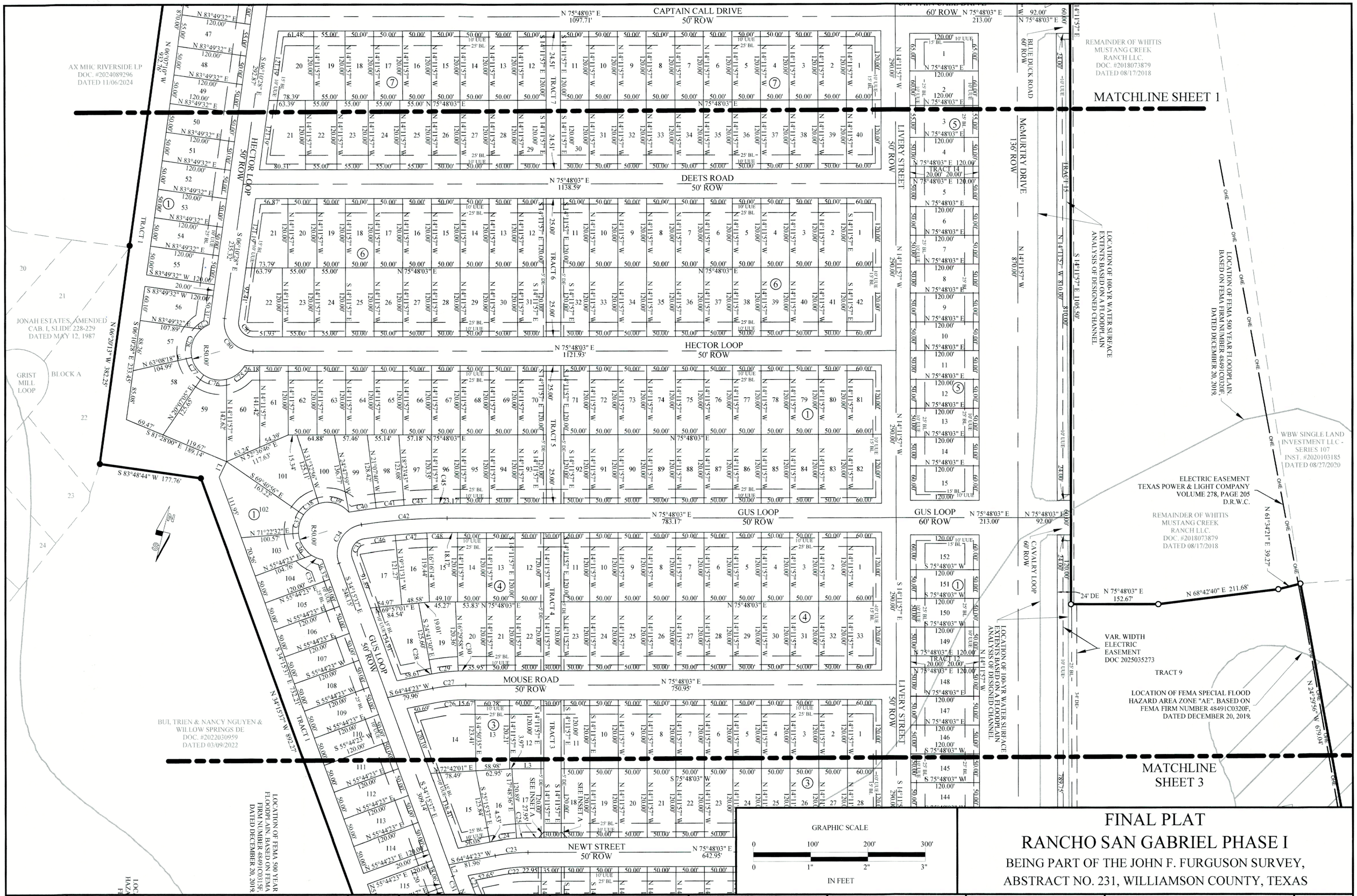
COREY SHANNON
R.P.L.S. NO. 5967
YALGO ENGINEERING, LLC
109 W 2nd STREET SUITE 201
GEORGETOWN, TX 78626

Yalgo Engineering, LLC
109 W 2nd Street Ste. 201
Georgetown, TX 78626
PH (254) 953-5353
FX (254) 953-5057

Texas Registered Engineering Firm F-24040

Texas Registered Surveying Firm # 10194797

SHEET 1 OF 5



FINAL PLAT
RANCHO SAN GABRIEL PHASE I
BEING PART OF THE JOHN F. FURGUSON SURVEY, ABSTRACT NO. 231, WILLIAMSON COUNTY, TEXAS

PRINTED ON August 13, 2025

REV.	DESCRIPTION	DATE	BY
3	SHOW EXISTING ELECTRIC EASEMENT	08/13/2025	JCL
2	EASEMENT LABELS, STREET NAMES PER WILCO ADDRESSING	07/28/2025	JCL
1	ORIGINAL RELEASE	06/24/2025	JCL

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Texas Registered Engineering Firm
F-24040

Texas Registered
Surveying Firm # 10194797

LOCATION OF FEMA 500 YEAR FLOODPLAIN. BASED ON FEMA FIRM NUMBER 48491C0320F, DATED DECEMBER 20, 2019.

LOCATION OF FEMA 500 YEAR FLOODPLAIN. BASED ON FEMA FIRM NUMBER 48491C0315F, DATED DECEMBER 20, 2019.

LOCATION OF 100-YR WATER SURFACE EXTENTS BASED ON A FLOODPLAIN ANALYSIS OF DESIGNED CHANNEL

LOCATION OF 100-YR WATER SURFACE EXTENTS BASED ON A FLOODPLAIN ANALYSIS OF DESIGNED CHANNEL

LOCATION OF FEMA SPECIAL FLOOD HAZARD AREA ZONE "AE". BASED ON FEMA FIRM NUMBER 48491C0320F, DATED DECEMBER 20, 2019.

LOCATION OF FEMA SPECIAL FLOOD HAZARD AREA ZONE "AE". BASED ON FEMA FIRM NUMBER 48491C0320F, DATED DECEMBER 20, 2019.

MATCHLINE SHEET 2

BUI, TRIEN & NANCY NGUYEN & WILLOW SPRINGS DE DOC. #2022030959 DATED 03/09/2022

BUI, TRIEN & NANCY NGUYEN & WILLOW SPRINGS DE DOC. #2022030959 DATED 03/09/2022

STROMAN, TAMARA & DAVID DOC. #2016097120 DATED 10/13/2016

STROMAN, TAMARA & DAVID DOC. #201609712 DATED 10/13/2016

GUS LOOP 50' ROW

MOUSE ROAD 50' ROW

LIVERY STREET 50' ROW

NEWT STREET 50' ROW

McMURTRY DRIVE 136 ROW

TRACT 1

TRACT 2

TRACT 3

TRACT 9

TRACT 10

TRACT 11

TRACT 12

VAR. WIDTH ELECTRIC EASEMENT DOC 2025035273

VAR. WIDTH ELECTRIC EASEMENT DOC 2025035273

ELECTRIC EASEMENT TEXAS POWER & LIGHT COMPANY VOLUME 278, PAGE 205 D.R.W.C.

½" IRON ROD FOUND "WALLACE GROUP"

POINT OF BEGINNING ½" IRON ROD FOUND IN CONCRETE Y = 10206722.17 X = 3166698.50

40' UTILITY EASEMENT HEREBY DEDICATED TO THE PUBLIC

40' UTILITY EASEMENT HEREBY DEDICATED TO THE PUBLIC

½" IRON ROD FOUND "WALLACE GROUP"

⅜" IRON ROD FOUND IN CONCRETE

¾" IRON ROD FOUND "WALLACE GROUP" Y = 10207116.52 X = 3168466.61

¾" IRON ROD FOUND "DIAMOND SURVEYING"

50' WIDE WASTEWATER EFFLUENT DISCHARGE AND DRAINAGE EASEMENT DOC. #2019015992

E. SH 29

E. SH 29

WAAPI LTD DOC. #2008026265 DATED 04/03/2008

VOORHIS, KITTY DOC. #2007023847 DATED 03/22/2007

SILEK, JEFFREY & NANCY DOC. #20200078969 DATED 07/15/2020

RUSS, WILLIAM RANDALL DOC. #201482896 DATED 10/13/2014

ARMSTRONG, KATHRYN RUSS (TOD) DOC. #2022103763 DATED 09/02/2022

BROOKS, CODY & MERRITT DOC. #2024057506 DATED 07/17/2024

COLLIER, KEVIN & TRISHA DOC. #2017054872 DATED 06/15/2017

MCDOUGALD, CRAIG D & CATHERINE W DOC. #2019000116 DATED 10/17/2019

MCDOUGALD, CATHERINE W DOC. #2024022718 DATED 10/17/2023

BELTZ, ERNIE CALLED 1.634 ACRES

BELTZ, ERNIE DOC. #2014051965 DATED 05/30/2014

HANSON, HERBERT J JR (TOD) & RENEE L (TOD) DOC. #2023086675 DATED 09/08/2023

GRAPHIC SCALE

0 100' 200' 300'

0 1" 2" 3"

IN FEET

FINAL PLAT
RANCHO SAN GABRIEL PHASE I
BEING PART OF THE JOHN F. FURGUSON SURVEY, ABSTRACT NO. 231, WILLIAMSON COUNTY, TEXAS

PRINTED ON August 13, 2025

REV.	DESCRIPTION	DATE	BY
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2	EASEMENT LABELS, STREET NAMES PER WILCO ADDRESSING	07/28/2025	JCL
1	ORIGINAL RELEASE	06/24/2025	JCL

PROJECT NUMBER: RS01

CLIENT NAME: WBW SINGLE DEVELOPMENT GROUP, LLC - SERIES 103

APPROVED BY: KAC

CLIENT LOCATION: GEORGETOWN, TX

AUTHORIZED BY: WBW

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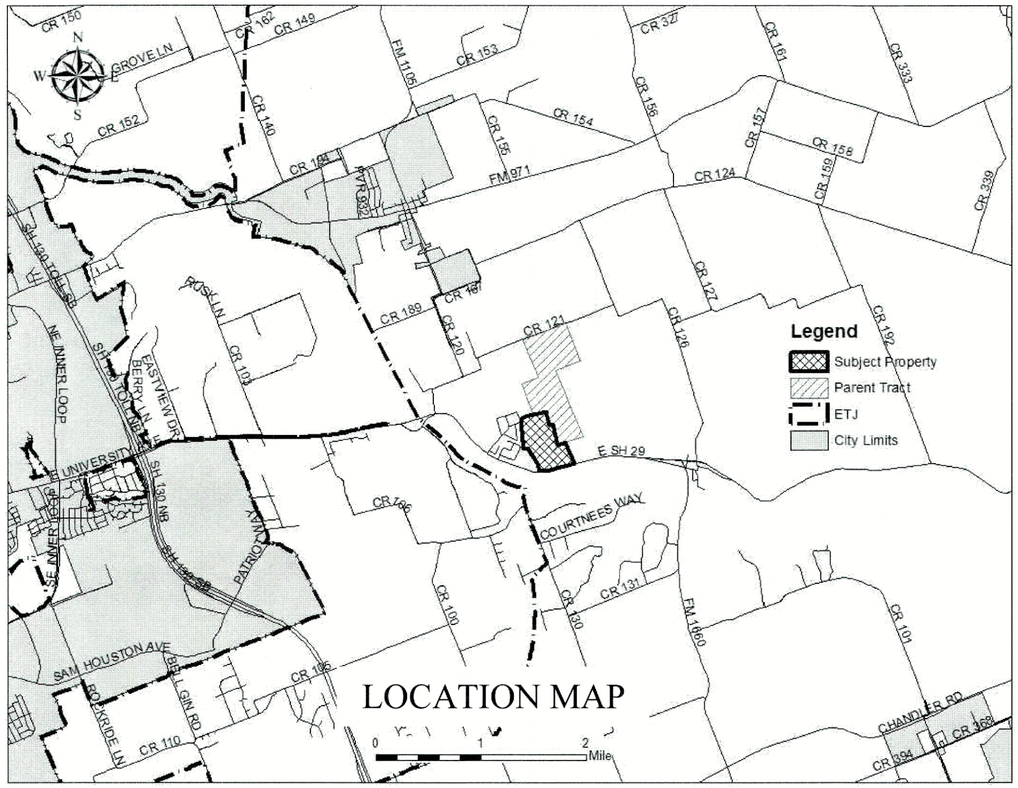
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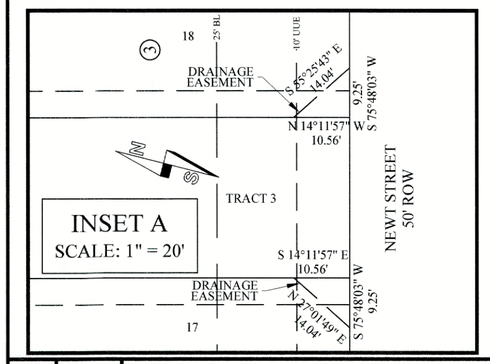
Texas Registered Surveying Firm # 10194797

ROAD TABLE

NAME	DESIGN SPEED (MPH)	LENGTH (FT)	R.O.W. WIDTH (FT)	ROAD EXTENTS	PAVEMENT WIDTH (FT)	CLASSIFICATION	DESIGNATION	TYPE
McMURTRY DRIVE	45	2198	136	E SH 29; PROPERTY BOUNDARY	24	ARTERIAL	PUBLIC	RURAL
BLUE DUCK ROAD	35	92	60	McMURTRY DRIVE; PROPERTY BOUNDARY	37	MINOR COLLECTOR	PUBLIC	URBAN
CAPTAIN CALL DRIVE	35	213	60	LIVERY STREET; McMURTRY DRIVE	37	MINOR COLLECTOR	PUBLIC	URBAN
CAVALRY LOOP	35	92	60	McMURTRY DRIVE; PROPERTY BOUNDARY	37	MINOR COLLECTOR	PUBLIC	URBAN
GUS LOOP	35	213	60	LIVERY STREET; McMURTRY DRIVE	37	MINOR COLLECTOR	PUBLIC	URBAN
CAPTAIN CALL DRIVE	25	1098	50	SADDLESKIRT LANE; LIVERY STREET	30	LOCAL	PUBLIC	URBAN
CANDY STREET	25	1057	50	SADDLESKIRT LANE; LIVERY STREET	30	LOCAL	PUBLIC	URBAN
DEETS ROAD	25	1139	50	SADDLESKIRT LANE; LIVERY STREET	30	LOCAL	PUBLIC	URBAN
GUS LOOP	25	2536	50	McMURTRY DRIVE; LIVERY STREET	30	LOCAL	PUBLIC	URBAN
HECTOR LOOP	25	3323	50	SADDLESKIRT LANE; LIVERY STREET	30	LOCAL	PUBLIC	URBAN
LIVERY STREET	25	2299	50	BOLIVAR STREET; PEA EYE ROAD	30	LOCAL	PUBLIC	URBAN
MOUSE ROAD	25	889	50	HOOFBEAT TRAIL; LIVERY STREET	30	LOCAL	PUBLIC	URBAN
NEWT STREET	25	783	50	HOOFBEAT TRAIL; LIVERY STREET	30	LOCAL	PUBLIC	URBAN



LOCATION MAP



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 10°59'57" W	30.15'
L3	N 75°48'03" E	56.03'
L7	N 34°15'37" W	21.17'
L8	N 23°11'57" W	10.96'

FIELD NOTES

BEGINNING at a 1/2-inch iron rod in concrete found at the most southerly southwest corner of said 110.68 acre tract and the southeast corner of a called 14.982 acre tract described in a deed to Trien Bui, Nancy Nguyen Bui and Willow Springs Development II, LP and recorded in Document No. 2022030959 of the OPRWC and being in the north right-of-way line of State Highway 29;

THENCE, along the common line of said 110.68 acre tract and said 14.982 acre tract the following three (3) courses:

1. North 15°03'33" West, 420.25 feet to a 1/2-inch iron rod with cap stamped "Wallace Group" found for corner;
2. North 34°15'37" West, 892.27 feet to a 1/2-inch iron rod found for corner;
3. South 83°48'44" West, 177.76 feet to a 1/2-inch iron rod found for the northwest corner of said 14.982 acre tract and the most westerly southwest corner of said 110.68 acre tract in the east line of the Jonah Estates Subdivision as amended by plat recorded in Cabinet I, Slide No. 228-229 of the Plat Records of Williamson Count (PRWC);

THENCE, North 06°20'13" West, 382.25 feet along the common line of said Jonah Estates and said 110.68 acre tract to a 1/2-inch iron rod found for the northeast corner of said Jonah Estates and the most southerly southeast corner of a called 54.2806 acre tract described in a deed to AX MHC Riverside, L.P. and recorded in Document No. 2024089296 of the OPRWC;

THENCE, North 06°07'10" West, 1130.94 feet along the common line of said 54.2806 acre tract and said 110.68 acre tract to a 1/2-inch iron rod found at the northwest corner of said 4.15 acre tract and an interior corner of said 54.2806 acre tract;

THENCE, North 67°57'11" East, 277.57 feet along the common line of said 4.15 acre tract and said 54.2806 acre tract to a 1/2-inch iron rod found at the most easterly southeast corner of said 54.2806 acre tract and a southwest corner of a called 290.8 acre tract described as Tract 2 in a deed to First United Bank and recorded in Document No. 2024099497 of the OPRWC;

THENCE, North 69°20'50" East, 403.62 feet along the common line of said 4.15 acre tract and said 290.8 acre tract to a 1/2-inch iron rod (with cap stamped "YALGO") set for the southeast corner of said 290.8 acre tract;

THENCE, South 63°47'26" East, 63.37 feet along the northeast line of said 4.15 acre tract to a 1/2-inch iron rod (with cap stamped "YALGO") set for an interior corner of said 4.15 acre tract;

THENCE, North 74°48'03" East, 598.39 feet along the north line of said 4.15 acre tract and the north line of said 110.68 acre tract to a 1/2-inch iron rod (with cap stamped "YALGO") set for an interior corner of said 110.68 acre tract;

THENCE, over and across said 110.68 acre tract the following two (2) courses:

1. South 14°11'57" East, 689.92 feet to a 1/2-inch iron rod (with cap stamped "YALGO") set for corner;
2. North 75°48'03" East, 160.00 feet to a 1/2-inch iron rod (with cap stamped "YALGO") set for corner in the east line of said 110.68 acre tract;

THENCE, South 14°11'57" East, 1105.52 feet along the east line of said 110.68 acre tract to a 1/2-inch iron rod (with cap stamped "YALGO") set for an interior corner of said 110.68 acre tract;

THENCE, along the north line of said 110.68 acre tract the following three (3) courses:

1. North 75°48'03" East, 152.67 feet to a 1/2-inch iron rod (with cap stamped "YALGO") set for corner;
2. North 68°42'40" East, 211.68 feet to a 1/2-inch iron rod (with cap stamped "YALGO") set for corner;
3. North 61°34'21" East, 39.27 feet to a 1/2-inch iron rod (with cap stamped "YALGO") set for the most easterly northeast corner of said 110.68 acre tract, also the southwest corner of a called 184.28 acre tract described in a deed to WBW Single Land Investment, LLC - Series 107 and recorded in Document No. 2020103185 of the OPRWC and the northwest corner of a called 24.26 acre tract described in a deed to Tamara Davidson Stroman and spouse, David Walter Stroman and recorded in Document No. 2016097120 of the OPRWC;

THENCE, South 24°29'56" East, 1144.30 feet along the common line of said 110.68 acre tract and said 24.26 acre tract to a 1/2-inch iron rod with cap stamped "Wallace Group" found for the southeast corner of said 110.68 acre tract and the southwest corner of said 24.26 acre tract and being in the north line of said State Highway 29;

THENCE, along the north right-of-way line of said State Highway 29 the following three (3) courses:

1. South 75°37'18" West, 1288.20 feet to a 1/2-inch iron rod with cap stamped "Wallace Group" found for corner;
2. South 80°26'12" West, 244.63 feet to a point for the beginning of a non-tangent curve to the right;
3. Southwesterly, along said non-tangent curve to the right having a radius of 1074.70 feet, a central angle of 15°01'39", an arc length of 281.87 feet, and a chord which bears South 83°05'22" West, 281.06 feet to the **POINT OF BEGINNING,** and containing 106.576 acres of land in Williamson County;

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	50.00'	20.18'	20.05'	N 62°38'03" W	23°07'48"
C2	50.00'	49.14'	47.19'	N 22°54'47" W	56°18'44"
C3	50.00'	33.98'	33.33'	N 24°42'51" E	38°56'33"
C4	50.00'	37.21'	36.36'	N 65°30'27" E	42°38'38"
C5	50.00'	42.74'	41.45'	S 68°41'05" E	48°58'17"
C6	50.00'	78.54'	70.71'	N 30°48'03" E	90°00'00"
C7	25.00'	39.27'	35.36'	N 30°48'03" E	90°00'00"
C8	50.00'	15.73'	15.67'	S 24°48'51" W	18°01'35"
C9	50.00'	48.21'	46.37'	S 61°27'03" W	55°14'49"
C10	50.00'	33.28'	32.67'	S 71°51'33" E	38°07'59"
C11	50.00'	33.98'	33.33'	S 33°19'17" E	38°56'33"
C12	50.00'	44.20'	42.78'	S 11°28'31" W	50°39'04"
C13	50.00'	70.69'	64.94'	N 63°41'57" W	81°00'00"
C14	25.00'	35.34'	32.47'	N 63°41'57" W	81°00'00"
C15	475.00'	63.41'	63.36'	S 29°49'18" E	7°38'54"
C16	525.00'	90.88'	90.77'	N 28°09'30" W	9°55'07"
C17	525.00'	27.16'	27.16'	N 34°35'59" W	2°57'52"
C18	475.00'	20.20'	20.19'	N 34°51'50" W	2°26'10"
C19	1025.00'	20.93'	20.93'	N 35°29'49" W	1°10'12"
C20	1025.00'	11.66'	11.66'	S 34°35'10" E	0°39'06"
C21	975.00'	22.89'	22.89'	N 35°24'34" W	1°20'43"
C22	275.00'	53.09'	53.01'	N 70°16'13" E	11°03'40"
C23	300.00'	57.92'	57.83'	N 70°16'13" E	11°03'40"
C24	325.00'	42.26'	42.23'	N 68°27'54" E	7°27'01"
C25	325.00'	20.48'	20.48'	S 73°59'43" W	3°36'39"
C26	275.00'	53.09'	53.01'	S 70°16'13" W	11°03'40"
C27	300.00'	57.92'	57.83'	S 70°16'13" W	11°03'40"
C28	325.00'	3.23'	3.23'	S 65°01'27" W	0°34'07"
C29	325.00'	46.47'	46.43'	S 69°24'16" W	8°11'32"
C30	325.00'	13.05'	13.05'	S 74°39'03" W	2°18'01"
C31	1000.00'	31.80'	31.79'	N 35°10'16" W	1°49'18"
C32	500.00'	112.42'	112.19'	N 29°38'26" W	12°52'58"
C33	25.00'	44.27'	38.71'	S 16°28'23" W	101°27'59"
C34	50.00'	88.55'	77.42'	N 16°28'23" E	101°27'59"
C35	50.00'	20.59'	20.45'	S 82°27'45" E	23°35'44"
C36	50.00'	45.41'	43.87'	S 44°38'41" E	52°02'24"
C37	50.00'	33.98'	33.33'	S 00°50'48" W	38°56'33"
C38	50.00'	33.28'	32.67'	N 39°23'04" E	38°07'59"
C39	50.00'	58.04'	54.83'	S 88°17'50" E	66°30'12"
C40	1025.00'	48.30'	48.30'	N 67°31'20" E	2°42'00"
C41	1025.00'	48.89'	48.88'	N 70°14'18" E	2°43'57"
C42	1000.00'	150.00'	149.86'	S 71°30'13" W	8°35'40"
C43	1025.00'	48.24'	48.23'	S 72°57'10" W	2°41'47"
C45	1025.00'	26.83'	26.83'	S 75°03'04" W	1°29'59"
C46	975.00'	55.62'	55.61'	S 68°50'26" W	3°16'06"
C47	975.00'	55.39'	55.38'	N 72°06'07" E	3°15'18"
C48	975.00'	35.25'	35.25'	S 74°45'55" W	2°04'17"
C49	1074.70'	281.87'	281.06'	S 83°05'22" W	15°01'39"
C50	475.00'	23.20'	23.20'	N 24°35'54" W	2°47'54"
C75	50.00'	40.91'	39.78'	N 39°14'29" E	46°52'52"
C76	50.00'	41.40'	40.22'	N 86°24'00" W	47°26'10"
C77	50.00'	37.54'	36.67'	S 48°22'18" E	43°01'13"
C78	50.00'	54.77'	52.07'	S 04°31'10" W	62°45'43"
C79	50.00'	15.64'	15.58'	S 44°51'47" W	17°55'30"
C80	50.00'	85.54'	75.49'	N 55°11'12" W	98°01'29"
C81	25.00'	42.77'	37.74'	N 55°11'12" W	98°01'29"
C82	25.00'	38.91'	35.10'	N 31°13'03" E	89°09'59"
C83	50.00'	77.81'	70.19'	S 31°13'03" W	89°09'59"
C84	50.00'	46.46'	44.81'	N 46°44'43" W	53°14'26"
C85	50.00'	35.96'	35.19'	N 00°28'32" E	41°12'05"
C86	50.00'	33.98'	33.33'	S 40°32'51" W	38°56'33"
C87	50.00'	45.32'	43.79'	N 85°59'13" E	51°56'10"
C88	50.00'	20.81'	20.66'	N 56°07'20" W	23°50'45"
C89	50.00'	20.47'	20.32'	S 27°31'37" W	23°27'08"
C90	50.00'	48.85'	46.93'	S 67°14'23" W	55°58'23"
C91	50.00'	37.54'	36.67'	N 63°15'49" W	43°01'13"
C92	50.00'	44.62'	43.16'	S 16°11'14" E	51°07'57"
C93	50.00'	31.78'	31.25'	N 27°35'24" E	36°25'19"
C94	50.00'	78.54'	70.71'	S 59°11'57" E	90°00'00"
C95	25.00'	39.27'	35.36'	S 59°11'57" E	90°00'00"
C96	1034.70'	284.29'	283.40'	N 83°21'14" E	15°44'33"
C97	500.00'	62.76'	62.71'	N 09°46'12" W	7°11'28"
C98	525.00'	31.09'	31.08'	S 11°40'09" E	3°23'34"
C99	525.00'	34.81'	34.80'	N 08°04'25" W	3°47'55"
C100	475.00'	59.62'	59.58'	S 09°46'12" E	7°11'28"

LEGEND

AE	ACCESS EASEMENT
NAE	NON-ACCESS EASEMENT
BM	BENCHMARK
DA	DRAINAGE AREA
DE	DRAINAGE EASEMENT
LMDE	LIMITED MAINTENANCE DRAINAGE EASEMENT
ELEV	ELEVATION
NTS	NOT TO SCALE
NO	NUMBER
RE	REFERENCE
REV	REVISION
TBM	TEMPORARY BENCH MARK
TYP	TYPICAL
OHE	OVERHEAD EASEMENT
UUE	UNDERGROUND UTILITY EASEMENT
FE	FENCE EASEMENT
●	1/2" IRON ROD FOUND
○	1/2" IRON ROD W/ CAP MARKED "YALGO" SET
—|—	CHANGE IN BEARING

FINAL PLAT
RANCHO SAN GABRIEL PHASE I
BEING PART OF THE JOHN F. FURGUSON SURVEY, ABSTRACT NO. 231, WILLIAMSON COUNTY, TEXAS

PRINTED ON August 13, 2025

REV.	DESCRIPTION	DATE	BY
2	STREET NAMES AND TABLE PER WILCO ADDRESSING	07/28/2025	JCL
1	ORIGINAL RELEASE	06/24/2025	JCL

PROJECT NUMBER: RS01
CLIENT NAME: WBW SINGLE DEVELOPMENT GROUP, LLC - SERIES 103
APPROVED BY: KAC
CLIENT LOCATION: GEORGETOWN, TX
AUTHORIZED BY: WBW

PROJECT INFORMATION
TOTAL SIZE: 106.58 ACRES
TOTAL BLOCKS: 9
TOTAL RESIDENTIAL LOTS: 410
TOTAL NON-RESIDENTIAL: 17

BENCHMARK
A 3/4" IRON ROD IN THE NORTH MARGIN OF E. SH 29, APPROX. 0.4 MILES EAST OF THE INTERSECTION OF E. SH 29 AND WATER VALLEY DR.

(TEXAS COORDINATE SYSTEM OF 1983, TEXAS CENTRAL ZONE)
N: 10,206,716.39
E: 3,166,725.81
ELEV.: 609.62 FEET
(NAVD88-GEOID 18)

OWNER INFORMATION
WBW SINGLE DEVELOPMENT GROUP, LLC - SERIES 103
109 W 2nd STREET, SUITE 201
GEORGETOWN, TX 78626
254-953-5353
pshepherd@wbdevelopment.com

ENGINEER INFORMATION
KEITH A. CALDWELL
P.E. NO. 101956
YALGO ENGINEERING, LLC
109 W 2nd STREET, SUITE 201
GEORGETOWN, TX 78626

SURVEYOR INFORMATION
COREY SHANNON
R.P.L.S. NO. 5967
YALGO ENGINEERING, LLC
109 W 2nd STREET SUITE 201
GEORGETOWN, TX 78626

Yalgo Engineering, LLC
109 W 2nd Street Ste. 201
Georgetown, TX 78626
PH (254) 953-5353
FX (254) 953-5057

Texas Registered Engineering Firm F-24040

Texas Registered Surveying Firm # 10194797

FINAL PLAT
RANCHO SAN GABRIEL PHASE I
BEING PART OF THE JOHN F. FURGUSON SURVEY, ABSTRACT NO. 231, WILLIAMSON COUNTY, TEXAS

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

We, WBW SINGLE DEVELOPMENT GROUP, LLC - SERIES 103, sole owner of the certain 106.58 ACRES tract of land shown hereon and described in a deeds recorded in Document No. 2025020230 and 2025020231 of the Official Records of Williamson County, Texas, and do hereby state that there are no lien holders of the certain tract of land, and do hereby subdivide said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate, and do hereby state that all public roadways and easements as shown on this plat are free of liens. This subdivision is to be known as RANCHO SAN GABRIEL PHASE 1.

WBW SINGLE DEVELOPMENT GROUP, LLC - SERIES 103
a Texas Series Limited Liability Company

By: _____
Bruce Whitis, President

STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on August 13, 2025, by Bruce Whitis, in his capacity as President of WBW SINGLE DEVELOPMENT GROUP, LLC - SERIES 103, a separate series of WBW Single Development Group, LLC, a Texas series limited liability company, on behalf of said series.

_____
Notary Public, State of Texas

BRETT T WARWICK NOTARY PUBLIC STATE OF TEXAS ID: 129422881 EXP: 05-14-2029

STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON

I, Corey Shannon, Registered Professional Land Surveyor in the State of Texas, do hereby certify that to the best of my knowledge and belief, this plat is true and correctly made from an actual survey made on the ground of the property legally described hereon, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that the corner monuments shown thereon were properly placed under my supervision in accordance with the subdivision regulations of Williamson County, Texas.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County, Texas, this 13TH day of AUGUST 2025.

_____
COREY SHANNON
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5967

STATE OF TEXAS REGISTERED COREY SHANNON 5967 PROFESSIONAL LAND SURVEYOR

I, Keith A. Caldwell, am authorized under the laws of the State of Texas to practice the profession of engineering and hereby certify that to the best of my knowledge and belief, this plat complies with the applicable ordinance of Williamson County, Texas and that no portion of this subdivision is contained within the 100 year flood plain as identified on the Federal Emergency Management Agency flood insurance rate map, community panel numbers 48491C0320F and 48491C0315F, dated December 20, 2010, for Williamson County, Texas.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County, Texas, this 13 day of August, 2025

_____
KEITH A. CALDWELL
REGISTERED PROFESSIONAL
ENGINEER NO. 101956

STATE OF TEXAS KEITH A. CALDWELL 101956 LICENSED PROFESSIONAL ENGINEER

Notes:
1. Driveways shall only connect to internal platted roadways and not to E State Highway 29 or McMurtry Drive.
2. The bearings cited hereon are grid bearings derived from GPS observations based on the Texas State Plane Coordinate System, NAD1983 (2011) datum, Texas Central Zone No. 4203. All distances are horizontal ground distances. The average Combined Correction Factor (CCF) is 0.99987530. Grid distance = Ground Distance x CCF. Permanent iron rods set for corner are 1/2 inch iron rods with cap marked "YALGO", unless otherwise noted herein. All coordinates can be referenced to a benchmark described as a ¾" iron rod in the north margin of E. State Highway 29, approximately 0.4 of a mile east of the intersection of E. State Highway 29 and Water Valley Drive. Observed GPS coordinates for said ¾" iron rod are N = 10,206,716.39, E = 3,166,725.81, Z = 609.62 feet (NAVD88-Geoid18).
3. All easements on private property shall be maintained by the property owner or their assigns.
4. No buildings, fences, landscaping or other structures and / or obstructions which impede flow are permitted within the drainage easements shown.
5. Property owner shall provide for access to drainage easements as may be necessary and shall not prohibit access by regulatory authorities.
6. A de facto certificate of compliance is hereby issued for all lots within this subdivision. This certificate is valid until such time as FEMA revises or newly adopts floodplain boundaries in this area.
7. This subdivision is not located within the contributing zone of the Edwards Aquifer.
8. Building setback lines shall be in accordance with setbacks shown hereon, applicable owner restrictions recorded in county records, or applicable ordinances.
9. 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 the 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 roads in the subdivision have been accepted for maintenance by the County.
10. 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.
11. Water service is provided by Jonah Special Utility District. Wastewater service is provided by Jonah Special Utility District.
12. No structure or improvement on any lot in this subdivision shall be occupied until connected to a water supply system approved by the Texas Commission on Environmental Quality.
13. No structure or improvement on any lot in this subdivision shall be occupied until connected to a wastewater collection system approved by the Texas Commission on Environmental Quality.
14. Water and wastewater systems serving this subdivision shall be designed and installed in accordance with the design and construction standards of the Texas Commission on Environmental Quality or Williamson County. Plans and specifications shall be submitted to TCEQ and other agencies as appropriate at the time such plans are prepared.
15. Portions of this development are considered exempt from on-site stormwater detention controls based on Williamson County Subdivision Regulation B11.1.1, which states that a proposed development may be considered exempt from providing on-site stormwater detention if the development releases undetained stormwater directly into a detention exempt stream reach.
16. All streets are to be dedicated for public use.
17. Tracts 1-8 and 10-17 contain blanket drainage easements and shall be owned and maintained by the Home Owners Association.
18. Tract 9 shall be owned and maintained by Jonah Special Utility District (SUD).
19. Tract 11 shall contain a blanket underground utility easement.
20. No lot within this subdivision may be further subdivided.
21. A 25-ft building setback shall be provided on both sides of McMurtry Drive's right-of-way.
22. Maximum of 59% impervious cover per lot, otherwise stormwater management controls shall be designed, constructed, and maintained by owner. If impervious cover is proposed to exceed maximum percentage allowed, contact Williamson County Floodplain Administration to review the stormwater management controls proposed on lot.
23. The minimum finished floor elevation (FFE) shall be at least one food above the adjacent finished grade and base flood elevation (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.
24. The minimum finished floor elevations (FFE) for lots shown on this plat are determined by "Flood Insurance Study, Williamson County, Texas, and Incorporated Areas" by FEMA dated December 2019 with Flood Insurance Study Number 48491CV001B. All lots in this plat shall have a minimum LFE of 608.8 feet, based upon the 500 year BFE of 607.8 feet from the San Gabriel River.
25. 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.
26. 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 must be submitted and approved prior to any construction or development within or adjacent to a regulated floodplain.
27. 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.
28. 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 construction and 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.
29. 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.
30. All sidewalks shall be maintained by each of the adjacent property owners.

Portions of this tract are within a Special Flood Hazard Area per FEMA's Flood Insurance Rate Map (FIRM) Panels for Williamson County, Texas dated December 20, 2019, panel numbers 48491C0320F and 48491C0315F. The Surveyor does not certify as to the accuracy or inaccuracy of said information and does not warrant, or imply, that structures placed within the Special Flood Hazard Areas shown hereon, or any of the platted areas, will be free from flooding or flood damage.

Road name and address assignments verified this the 13 day of August, 2025 A.D.

_____
Williamson County Addressing Coordinator
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 Commissioner's 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 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 Document 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

PRINTED ON August 13, 2025

REV.	DESCRIPTION	DATE	BY
2	REVISED NOTES PER WILCO COMMENTS	07/28/2025	JCL
1	ORIGINAL RELEASE	06/24/2025	JCL

PROJECT NUMBER: RS01
CLIENT NAME: WBW SINGLE DEVELOPMENT GROUP, LLC - SERIES 103
APPROVED BY: KAC
CLIENT LOCATION: GEORGETOWN, TX
AUTHORIZED BY: WBW

PROJECT INFORMATION
TOTAL SIZE: 106.58 ACRES
TOTAL BLOCKS: 9
TOTAL RESIDENTIAL LOTS: 410
TOTAL NON-RESIDENTIAL: 17

BENCHMARK
A ¾" IRON ROD IN THE NORTH MARGIN OF E. SH 29, APPROX. 0.4 MILES EAST OF THE INTERSECTION OF E. SH 29 AND WATER VALLEY DR.

(TEXAS COORDINATE SYSTEM OF 1983, TEXAS CENTRAL ZONE)
N: 10,206,716.39
E: 3,166,725.81
ELEV.: 609.62 FEET
(NAVD88-GEOID 18)

OWNER INFORMATION
WBW SINGLE DEVELOPMENT GROUP, LLC - SERIES 103
109 W 2nd STREET, SUITE 201
GEORGETOWN, TX 78626
254-953-5353
pshepherd@wbdevelopment.com

ENGINEER INFORMATION
KEITH A. CALDWELL
P.E. NO. 101956
YALGO ENGINEERING, LLC
109 W 2nd STREET, SUITE 201
GEORGETOWN, TX 78626

SURVEYOR INFORMATION
COREY SHANNON
R.P.L.S. NO. 5967
YALGO ENGINEERING, LLC
109 W 2nd STREET SUITE 201
GEORGETOWN, TX 78626

Yalgo Engineering, LLC
109 W 2nd Street Ste. 201
Georgetown, TX 78626
PH (254) 953-5353
FX (254) 953-5057

Texas Registered Engineering Firm
F-24040

Texas Registered
Surveying Firm # 10194797

SHEET 5 OF 5

Commissioners Court - Regular Session **25.**

Meeting Date: 08/26/2025

WSB T2444 WA2 SA2 CR 201

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 2 under Williamson County Contract between WSB LLC and Wiliamson County dated March 9, 2021 for CR 201 from CR 200 to Umbrella Sky. Funding source: P499.

Background

This supplemental is to extend the expiration date to December 31, 2026 and increase the maximum amount payable to $700,325.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WSB T2444 WA2 SA2 CR 201

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/21/2025 10:00 AM
County Judge Exec Asst.	Delia Colon	08/21/2025 03:57 PM
Form Started By: Vicky Edwards		Started On: 08/14/2025 09:50 AM
Final Approval Date: 08/21/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO
WORK AUTHORIZATION NO. 2

WILLIAMSON COUNTY ROAD & BRIDGE PROJECT:
CR 201 FROM CR 200 TO UMBRELLA SKY

This Supplemental Work Authorization No. _2_ to Work Authorization No. _2_ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 9, 2021 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and WSB LLC (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. _2_ dated effective April 26, 2023 (the "Work Authorization");

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

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

AGREEMENT

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

I. The Services to be Provided by the Engineer that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "B" (must be attached).

II. The Work Authorization shall terminate on December 31, 2026. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

III. The maximum amount payable for services under the Work Authorization is hereby increased from $539,225 to $700,325. The revised Fee Schedule is attached hereto as Attachment "D" (must be attached).

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

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

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

ENGINEER:	**COUNTY:**
By: Robert Bailey Signature	By: _____ Signature
Robert Bailey Printed Name	_____ Printed Name
Vice President Title	_____ Title
8/08/2025 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 11:43 am, Aug 13, 2025

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE ENGINEER FOR CR 201

PROJECT DESCRIPTION

Project Limits

The project limits are from approximately 1100 ft north of Umbrella Skyway to CR 200 for approximately 2.0 miles.

Existing Facility

Existing 2-lane roadway with asphalt pavement. The existing right of way varies from 40 ft to 100 ft.

Proposed Facility

Proposed interim 2-lane roadway with 2 ft shoulders of an ultimate median arterial divided 4-lane curbed section with a raised median. The proposed ROW width is typically 120ft, the constrained with ROW varies from 76 ft to 110 ft through the project limits mention above.

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.

1. PROJECT MANAGEMENT

   a. Communication:

      1. Designate one Licensed Professional Engineer (Texas) to be responsible for the project management, and all communications with the County and its representatives.

   b. Monthly Progress Report, Invoices, and Billings (**7** months assumed):

      1. Submit monthly progress status reports to the GEC. Progress reports will include deliverable table, tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the County and its representatives. Subconsultant progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.
      2. Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current County requirements.

   c. Progress/Coordination Meetings (**4** additional meetings assumed):

      1. Conduct internal coordination meetings as required to advance the development of the project.

   d. Project Schedule:

      1. Maintain a project schedule indicating tasks, subtasks, critical dates, milestones, and deliverables. Submit to County as requested.

   e. **Deliverables:**

      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
5. QA/QC Documentation with Deliverable

2. DRAINAGE DESIGN

a. Relocate proposed BMPs (for Ultimate Conditions) to the upstream side of each crossing culvert in locations where residential structures are adjoining:

- Confirm culvert details meet design criteria in interim and ultimate condition.
- Relocate sand filter systems in Ultimate Conditions for outfalls 2 and 3.
- Determine detailed Right-Of-Way (ROW) impacts caused by all proposed BMPs.
    - Develop a high-level storm sewer network to ensure adequate BMP depths.
    - Develop rough grading of BMPs to assess ROW impacts.
- Summarize alternatives to meet with GEC and review options.

b. Original scope did not include detention analysis, it only included Water Quality (WQ) ponds/analyses. In addition, we were not acquiring ROW in the interim schematic for ponds. WSB was asked to analyze detention ponds as a batch facility with WQ features (if feasible) for both the Interim and Ultimate Condition. WSB was asked to determine an overall footprint and identify any required ROW as a result of the batch facilities:

- Analyze interim hydrology and hydraulics to confirm detention requirements.
    - Update and re-submit interim condition results.
- Analyze ultimate hydrology and hydraulics to confirm detention requirements.
    - Calculate volume requirements for detention analyses.
    - Analyze batch facility alternatives for detention and WQ treatment.
        - Size detention basins for appropriate volume control.
        - Develop a high-level storm sewer network to ensure adequate depths in both the detention ponds and BMPs.
        - Develop rough grading of detention ponds and BMPs to assess ROW impacts.
    - Update and re-submit ultimate condition hydraulics including any required facility sizes and ROW requirements.
- Review and resolve GEC's comments.
- Finalize design files, update drainage report, and re-submit drainage package.

c. During the schematic phase, discharge calculations for each culvert crossing were separated into offsite (OS) and onsite (ROW) areas with independent time of concentrations and runoff coefficients. The GEC informed WSB to modify the hydrologic analysis approach for each culvert crossing:

- The new hydrologic approach includes combining the CA values for two or more drainage areas, and to utilize the higher time of concentration of said drainage areas for design and intensity purposes.
    - Re-analyze the crossing drainage culverts and impacts.
    - Re-analyze detention requirements.
        - Assess ROW impacts as a result of hydrology updates to detention ponds.
    - Finalize design files, update drainage report, and re-submit drainage package.

d. At the request of the GEC, WSB attended a WILCO Chapter 6 Consultant Training to learn new drainage criteria and updates. Following the training, WSB requested guidance from the GEC (via email dated April 17, 2024) regarding the need to revise the hydrologic analysis to review the detention requirements for both interim and ultimate conditions since flows were expected to change for areas greater than 64 acres. The GEC responded (via email dated April 23, 2024) stating that WSB did not need to update the hydrologic calculations (for the CR 201 project) for areas greater than 64 acres or any new criteria in Chapter 6 since the project was already at 60% PS&E completion. Instead, the GEC informed WSB to only apply the new detention exemption requirements to the project and to provide a discussion in the report.
    - Attended WILCO Chapter 6 Consultant Training to learn new criteria
    - Review the drainage design criteria per Chapter 6 of the new WILCO Design Criteria.
    - Meet with GEC to outline implications of manual revisions on CR 201 project per new drainage criteria.
    - Re-analyze interim and ultimate design to verify detention exemptions and requirements.
    - Develop design waiver to avoid interim detention pond construction at one cross drainage culvert.
    - Update detention ponds in ultimate design per new geometry requirements to assess overall footprints for ROW purposes:
        - The detention ponds were resized to reflect freeboard requirements, grade requirements (side slopes), access drives, etc.
    - Finalize design files, update drainage report, and re-submit drainage package.

e. Following the 90% PS&E submittal, the GEC requests WSB to revise their hydrological approach per the Chapter 6 updates in order to re-assess the detention impacts for areas greater than 64 acres.
    - WSB will perform a HEC-HMS analysis to quantify the discharge values for drainage areas that exceed 64 acres (per the WDCM). Drainage areas less than 64 acres will continue to utilize the Rational Method and Modified Rational Method.
    - Crossing culverts will not be reassessed because of the HEC-HMS analysis. The crossing culverts will continue to be sized per their original analysis (Rational Method).

- Collect and review readily available HEC-HMS models from the GEC. It was mentioned that areas greater than 64 acres would have a HEC-HMS model available.
    - With exception to the time of concentration values already calculated, WSB will update the HEC-HMS model for the CR 201 project area by applying the same methodologies already used (losses, rainfall, baseflows, recessions, etc.).
        - Additional data collection (land use, soils, terrain, etc.) may be required to ensure variables and parameters are calculated appropriately.
- Following the HEC-HMS model and analysis, the detention ponds will be re-analyzed (as needed) for detention requirements.
    - Detention ponds will be re-sized to ensure post-project flows are equal to or less than pre-project conditions.
    - Grading efforts will be reanalyzed to determine overall footprint and ROW needs.
    - High-level analysis of storm sewer systems (entering and leaving the ponds) will be analyzed to determine ROW/Easement needs.
- Finalize design files, update drainage report, and re-submit drainage package.

f. **Deliverables:**

1. Updated PS&E plans and related design files
2. Updated Ultimate Schematic and related design files
3. Updated Drainage Report and Drainage Models (HEC-HMS, Culvert)

3. ROADWAY DESIGN

a) Update design files, Schematic layouts, PS&E, and ROW files to reflect relocated ponds
b) Update design files, Schematic layouts, PS&E, and ROW files to reflect interim and ultimate detention treatment
c) Update design files, Schematic layouts, PS&E, and ROW files to reflect revised approach to hydrology
d) Update design files, Schematic layouts, PS&E, and ROW files to reflect revision of design criteria in Chapter 6 of Wilco design Criteria Manual – develop design details and layouts needed for Design Exception

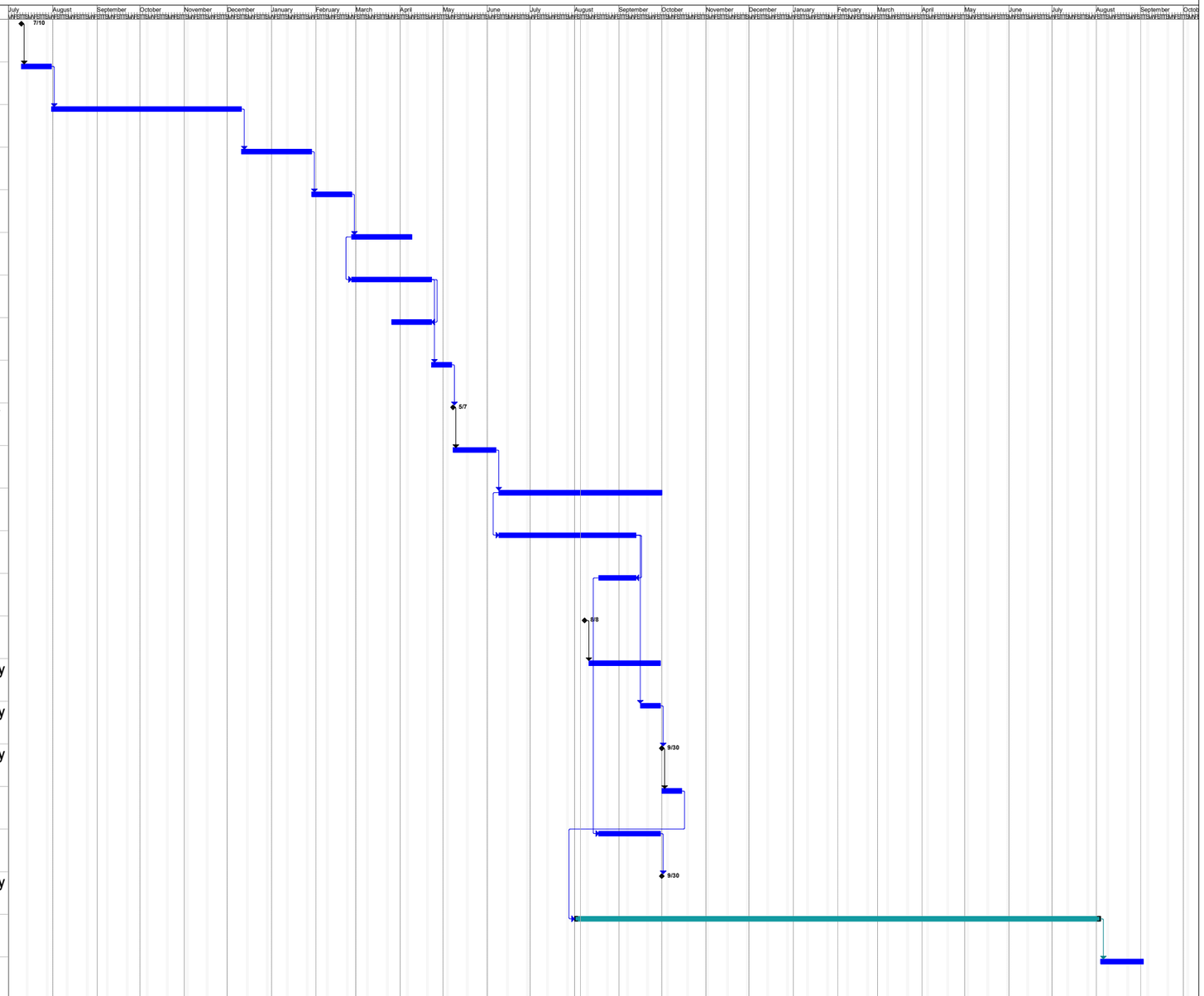
e) Deliverables:

1. Interim Schematic Layout
2. Updated PS&E and native design files
3. Updated ROW file
4. Design Waiver form

5. PUBLIC INVOLVEMENT MEETINGS

a) Attend and provide support for meetings with individual property owners.

ID	Task Name	Duration	Start	Finish	Predecessors
1	**Submit 60% PS&E Package**	0 days	Wed 7/10/24	Wed 7/10/24	
2	County review of 60% Submittal	15 days	Wed 7/10/24	Tue 7/30/24	1
3	Utility and ROW analysis/alignment revision	95 days	Wed 7/31/24	Tue 12/10/24	2
4	Implement Utility and ROW revisions	35 days	Wed 12/11/24	Tue 1/28/25	3
5	Address 60% review comments	20 days	Wed 1/29/25	Tue 2/25/25	4
6	**Develop 90% PS&E**	30 days	Wed 2/26/25	Tue 4/8/25	5
7	Develop Roadway PS&E	40 days	Wed 2/26/25	Tue 4/22/25	6SS
8	Develop Drainage PS&E	20 days	Wed 3/26/25	Tue 4/22/25	7FF
9	QC Review 90% Submission	10 days	Wed 4/23/25	Tue 5/6/25	7
10	Submit 90% PS&E Package	0 days	Wed 5/7/25	Wed 5/7/25	9FS+1 day
11	County review of 90% Submittal	22 days	Thu 5/8/25	Fri 6/6/25	10
12	**Develop 100% PS&E**	82 days	Mon 6/9/25	Tue 9/30/25	11
13	Develop Roadway PS&E	70 days	Mon 6/9/25	Fri 9/12/25	12SS
14	Develop Drainage PS&E	20 days	Mon 8/18/25	Fri 9/12/25	13FF
15	Receive existing HEC HMS models from Willco	0 days	Fri 8/8/25	Fri 8/8/25	
16	Develop HEC HMS models	36 days	Mon 8/11/25	Mon 9/29/25	15FS+1 day
17	Internal QC for 100% PS&E Package	10 days	Tue 9/16/25	Mon 9/29/25	13FS+1 day
18	Submit 100% PS&E Package	0 days	Tue 9/30/25	Tue 9/30/25	17FS+1 day
19	County review of 100% Submittal	10 days	Wed 10/1/25	Tue 10/14/25	18
20	Develop TCEQ Permitting documentation	31 days	Mon 8/18/25	Mon 9/29/25	14SS
21	Submit CZP to County for review	0 days	Tue 9/30/25	Tue 9/30/25	20FS+1 day
22	ROW Acquisition (by others)	262 days	Fri 8/1/25	Mon 8/3/26	19
23	Develop Bid Documents	22 days	Tue 8/4/26	Wed 9/2/26	22



Project: CR 201/William
Date: Tue 8/5/25

Task Milestone Project Summary External Milestone Inactive Milestone Manual Task Manual Summary Rollup Start-only Progress
Split Summary External Tasks Inactive Task Inactive Summary Duration-only Manual Summary Finish-only Deadline

CR 201 WA#2 SA#2 ATTACHMENT "D"

	Principal	Sr. Project Manager	Sr. Project Engineer	Project Engineer II	Graduate Engineer II	Engineering Specialist IV	Sr. Planner	Project Analyst II	Total Labor Hours	Task Cost
Approved rates	$230.00	$210.00	$195.00	$160.00	$125.00	$160.00	$180.00	$115.00		
1. Project Management										
b. Develop monthly progress reports, Invoices, and billing (9 months assumed)		14							**14**	$2,940.00
c. Progress Coordination Meetings (4 assumed)		8		8					**16**	$2,960.00
d. Develop and maintain project schedule for Project Development tasks		6							**6**	$1,260.00
TASK HOURS SUB-TOTALS		28	0	8	0	0	0	0	**36**	
TASK TOTALS		$5,880.00	$0.00	$1,280.00	$0.00	$0.00	$0.00	$0.00		**$7,160.00**
2. Drainage Design										
a. Relocate basins				153					**153**	$24,480.00
b. Design Interim/Ultimate detention facilities				180					**180**	$28,800.00
c. Modify Hydraulic approach				30						$4,800.00
d. Implement revised drainage design criteria				44						$7,040.00
e.1 Data collection and review				4	6					$1,390.00
e.2 HEC-HMS Analysis		4		53	118					$24,070.00
e.3 Update Drainage Report				22	12					$5,020.00
TASK HOURS SUB-TOTALS		4	0	486	136	0	0		**626**	
TASK FEE TOTAL		$840.00	$0.00	$77,760.00	$17,000.00	$0.00	$0.00			**$95,600.00**
3. Roadway Design										
a. Update design files, Schematid layouts, and ROW file to reflect relocated ponds		34				75			**109**	$19,140.00
b. Update design files, Schematid layouts, and ROW file to reflect added detention ponds		29				60			**89**	$15,690.00
c. Update design files, Schematid layouts, and ROW file to reflect revised Hydrologic approach		4				6			**10**	$1,800.00
d. Update design files, Schematid layouts, and ROW file to reflect design revisions related to new Wilco Drainage Design criteria		13				59			**72**	$12,170.00
TASK HOURS SUB-TOTALS		80	0	0	0	200	0		**280**	
TASK FEE TOTAL		$16,800.00	$0.00	$0.00	$0.00	$32,000.00	$0.00			**$48,800.00**
4. PUBLIC INVOLVEMENT MEETINGS										
a. Landowner Meetings (18 assumed)		18		36					**54**	$9,540.00
TASK HOURS SUB-TOTALS		18	0	36	0	0	0		**54**	
TASK FEE TOTAL		$3,780.00	$0.00	$5,760.00	$0.00	$0.00	$0.00			**$9,540.00**
TOTAL WSB LABOR HOURS		**130**	**0**	**530**	**136**	**200**	**0**	**0**	**942**	
TOTAL WSB LABOR COSTS		**$27,300.00**	**$0.00**	**$84,800.00**	**$17,000.00**	**$32,000.00**	**$0.00**	**$0.00**		**$161,100.00**
SUMMARY										
Subtotal Labor			**$161,100.00**							
Subtotal Direct Expenses			**$0.00**							
TOTAL WA#2 SA#2 FEE			**$161,100.00**							

Commissioners Court - Regular Session **26.**

Meeting Date: 08/26/2025

Corridor A3 – LJA – SWA#1 to WA#1

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplemental No. 1 to Work Authorization No. 1 to the Corridor A3 contract executed on December 18, 2024, between Williamson County and LJA Engineering, Inc. relating to the 2023 Road Bond Program.

Background

The LJA Engineering, Inc. Supplemental No. 1 to Work Authorization No. 1 extends the termination date to 12/31/2025.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Corridor A3 – LJA – SWA#1 to WA#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/21/2025 09:37 AM
Form Started By: Ragan Riggs		Started On: 08/19/2025 09:56 AM
Final Approval Date: 08/21/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. _1_
TO
WORK AUTHORIZATION NO. __1__

WILLIAMSON COUNTY ROAD BOND PROJECT:
CORRIDOR A3 from SH 95 to US 79

This Supplemental Work Authorization No. __1___ to Work Authorization No. __1__ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated December 18th, 2024 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and LJA Engineering, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. _1_ dated effective January 31st, 2025(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 __December__ 31st , 20 25 . The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

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

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

ENGINEER:

By: _____
Signature

Derek Bohls
Printed Name

Vice President
Title

8/18/2025
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

LIST OF ATTACHMENTS

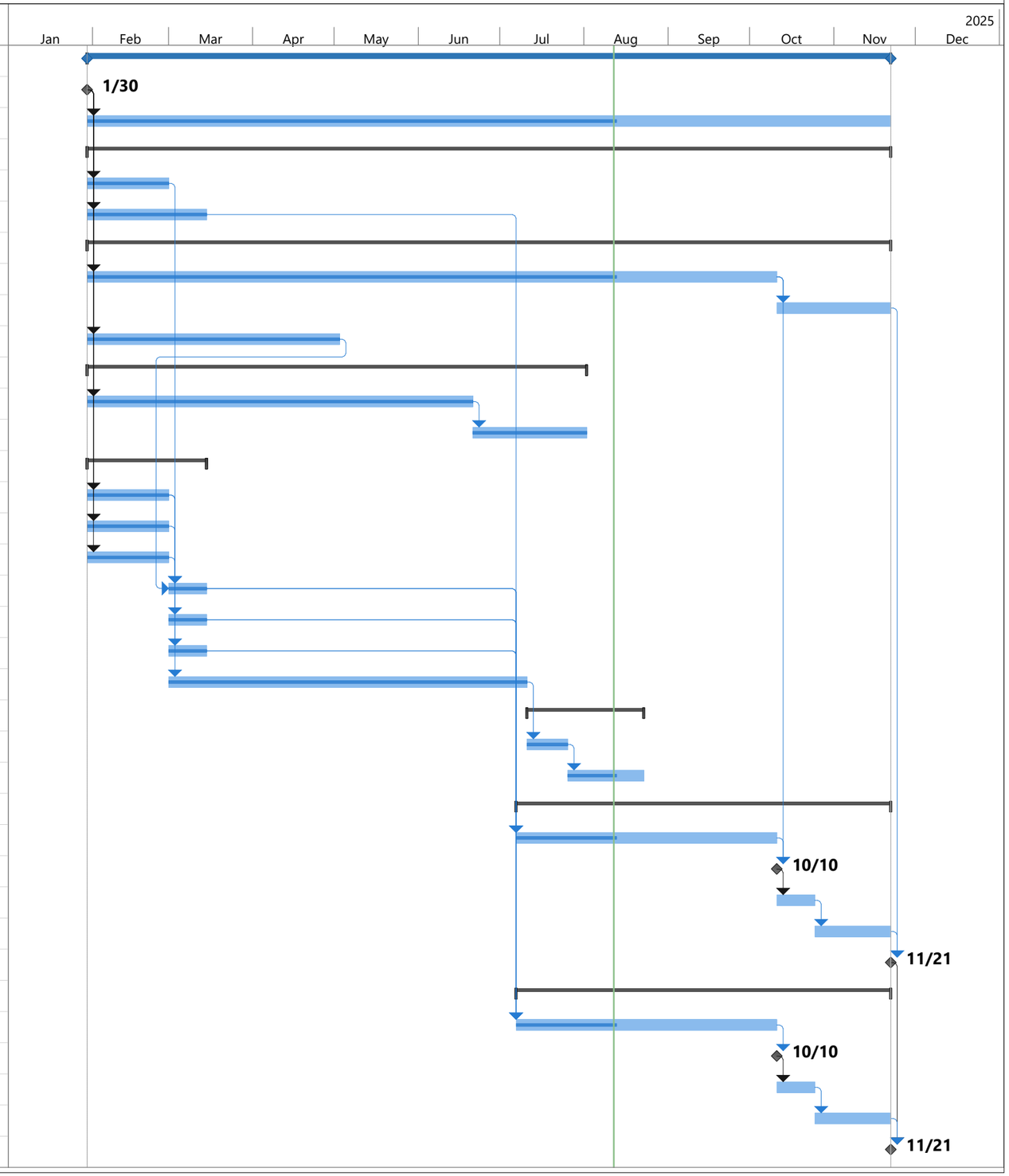
Attachment C - Work Schedule

APPROVED
By Christen Eschberger at 8:13 am, Aug 19, 2025

ATTACHMENT C - WORK SCHEDULE

Corridor A3

ID	Task Name	Duration	Start	Finish	% Complete
0	**Corridor A3**	**296 days**	**Thu 1/30/25**	**Fri 11/21/25**	**73%**
1	NTP	0 days	Thu 1/30/25	Thu 1/30/25	100%
2	Project Management	296 days	Thu 1/30/25	Fri 11/21/25	66%
3	**Route and Design Studies**	**296 days**	**Thu 1/30/25**	**Fri 11/21/25**	**88%**
4	ICE Report	30 days	Thu 1/30/25	Fri 2/28/25	100%
5	Data Collection	44 days	Thu 1/30/25	Fri 3/14/25	100%
6	**Environmental**	**296 days**	**Thu 1/30/25**	**Fri 11/21/25**	**66%**
7	Draft Constraints Analysis Report	254 days	Thu 1/30/25	Fri 10/10/25	77%
8	Final Constraints Analysis Report	42 days	Sat 10/11/25	Fri 11/21/25	0%
9	**Stakeholder Coordination**	93 days	Thu 1/30/25	Fri 5/2/25	100%
10	**ROW Mapping**	**184 days**	**Thu 1/30/25**	**Fri 8/1/25**	**100%**
11	Draft Map & Affected Property Owner List	142 days	Thu 1/30/25	Fri 6/20/25	100%
12	Final Map & Affected Property Owner List	42 days	Sat 6/21/25	Fri 8/1/25	100%
13	**Alignment/Constraints Map**	**44 days**	**Thu 1/30/25**	**Fri 3/14/25**	**100%**
14	Draft Alignment/Constraints Map	30 days	Thu 1/30/25	Fri 2/28/25	100%
15	Draft Design Summary Form (DSF)	30 days	Thu 1/30/25	Fri 2/28/25	100%
16	Draft Typicals	30 days	Thu 1/30/25	Fri 2/28/25	100%
17	Final Alignment/Constraints Map	14 days	Sat 3/1/25	Fri 3/14/25	100%
18	Final Design Summary Form	14 days	Sat 3/1/25	Fri 3/14/25	100%
19	Final Typicals	14 days	Sat 3/1/25	Fri 3/14/25	100%
20	**Public Involvement**	**132 days**	**Sat 3/1/25**	**Thu 7/10/25**	100%
21	**Corridor Route Study**	**43 days**	**Fri 7/11/25**	**Fri 8/22/25**	**77%**
22	Draft Report	15 days	Fri 7/11/25	Fri 7/25/25	100%
23	Final Report	28 days	Sat 7/26/25	Fri 8/22/25	64%
24	**Schematic Development**	**138 days**	**Mon 7/7/25**	**Fri 11/21/25**	**27%**
25	Draft Schematic Development	96 days	Mon 7/7/25	Fri 10/10/25	39%
26	Submit Draft Schematic for Review	0 days	Fri 10/10/25	Fri 10/10/25	0%
27	Wilco Draft Review	14 days	Sat 10/11/25	Fri 10/24/25	0%
28	Final Schematic Development	28 days	Sat 10/25/25	Fri 11/21/25	0%
29	Submit Final Schematic	0 days	Fri 11/21/25	Fri 11/21/25	0%
30	**Drainage Study**	**138 days**	**Mon 7/7/25**	**Fri 11/21/25**	**27%**
31	Draft Drainage Study Development	96 days	Mon 7/7/25	Fri 10/10/25	39%
32	Submit Draft Drainage Study for Review	0 days	Fri 10/10/25	Fri 10/10/25	0%
33	GEC Review	14 days	Sat 10/11/25	Fri 10/24/25	0%
34	Final Drainage Study Development	28 days	Sat 10/25/25	Fri 11/21/25	0%
35	Submit Final Drainage Study	0 days	Fri 11/21/25	Fri 11/21/25	0%



Commissioners Court - Regular Session **27.**

Meeting Date: 08/26/2025

RM 2243 – BGE – SWA#10 to WA#1

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplemental No 10 to Work Authorization No. 1 to the RM 2243 contract executed on January 14, 2020, between Williamson County and BGE, Inc. relating to the 2019 Road Bond Program.

Background

The BGE, Inc. Supplemental No 10 to Work Authorization No. 1 is for the final environmental assessment revisions in the amount of $10.850.12. Project: P326 Fund Source: Road Bonds

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RM 2243 – BGE – SWA#10 to WA#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/21/2025 09:43 AM
Form Started By: Ragan Riggs		Started On: 08/19/2025 02:58 PM
Final Approval Date: 08/21/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. _10_
TO
WORK AUTHORIZATION NO. _1_

WILLIAMSON COUNTY ROAD BOND PROJECT:
RM 2243

This Supplemental Work Authorization No. _10_ to Work Authorization No. _1_ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated January 14, 2020 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and BGE, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. _1_ dated effective January 14, 2020 (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-10".
II. The maximum amount payable for services under the Work Authorization is hereby increased by $10,850.12 from $4,471,864.00 to $4,482,714.12. The revised Fee Schedule is attached hereto as Attachment "D-10".

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

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

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

ENGINEER:

By: _____
Signature

Eric Busker
Printed Name

Director
Title

08/14/2025
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

LIST OF ATTACHMENTS

Attachment B-10 – Services to be Provided by Engineer

Attachment D-10 – Fee Schedule

APPROVED
By Christen Eschberger at 2:32 pm, Aug 19, 2025

ATTACHMENT B-10 – WA#1
SERVICES TO BE PROVIDED BY THE ENGINEER
PRELIMINARY ENGINEERING FOR RM 2243

FUNCTION CODE 120 – SOCIAL/ECON/ENVIRON STUDIES

A. FINAL ENVIRONMENTAL ASSESSMENT REVISIONS

- Revise Community Impacts section of Final EA to remove language that addresses environmental justice issues based on new Executive Order
- Revise Final EA with comments from TxDOT regarding noise and pull new species reports for biology since previous ones were past six month window

PROJECT SUMMARY		
Firm	**Amount**	**Percent**
BGE	$10,850	100.0%
Corsair	$0	0.0%
Amaterra	$0	0.0%
HDR	$0	0.0%
RPS	$0	0.0%
Inland	$0	0.0%
JMT	$0	0.0%
BBI	$0	0.0%
WSB	$0	0.0%
SAM	$0	0.0%
SWCA	$0	0.0%
Total	**$10,850**	100.0%

SUMMARY BY FIRM & TASK DESCRIPTION					
	Firm				
Function	**BGE**	**SWCA**	**Amaterra**	**Corsair**	**Function Totals**
ROUTE AND DESIGN STUDIES	$0		-	$0	$0
SOCIAL, ECONOMIC AND ENV. STUDIES AND PUBLIC INVOLV.	$10,850	$0	$0	$0	$10,850
UTILITY INVESTIGATION	-	-	-	-	$0
RIGHT OF WAY DATA	-	-	-	$0	$0
PROJECT MANAGEMENT AND ADMINISTRATION	$0	-	-	$0	$0
SURVEYING	-	-	-	$0	$0
ROADWAY DESIGN CONTROLS	-	-	-	$0	$0
DRAINAGE	-	-	-	$0	$0
SIGNING, PAVEMENT. MARKINGS AND SIGNALIZATION	-	-	-	$0	$0
MISCELLANEOUS (ROADWAY)	-	-	-	$0	$0
BRIDGE DESIGN	-	-	-	$0	$0
CONSTRUCTION PHASE SERVICES	-	-	-	$0	$0
OTHER DIRECT EXPENSES	-	-		$0	$0
UNIT COST	-	-	$ -	$0	$0
TOTAL	**$10,850**	**$0**	**$0**	**$0**	**$10,850**

PROJECT NAME: RM 2243
TYPE OF WORK:
COUNTY: WILLIAMSON
PRIME PROVIDER: BGE

TASK DESCRIPTION	PRINCIPAL/ DIRECTOR	SENIOR PROJECT MANAGER	QC MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	GRADUATE ENGINEER	ENVIRONMENTAL QA/QC MANAGER	ENVIRONMENTAL TASK LEADER	GIS TECHNICIAN	ENVIRONMENTAL SCIENTIST	CLERICAL	ROW DOCUMENTS (PER PARCEL)	TOTAL LABOR HRS. & COSTS
SOCIAL, ECONOMIC AND ENV. STUDIES AND PUBLIC INVOLV.													
Community Impacts revisions							2	6	16	16			40
Environmental Assessment Revisions							2	6		16			24
HOURS SUB-TOTALS	0	0	0	0	0	0	4	12	16	32	0	0	64
CONTRACT RATE PER HOUR (INCLUDE AVG HOURLY RATE TIME	$350.40	$283.94	$326.23	$265.82	$235.61	$157.08	$283.94	$229.57	$132.91	$151.03	$102.70	$7,007.97	
TOTAL LABOR COSTS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,135.76	$2,754.84	$2,126.56	$4,832.96	$0.00	$0.00	**$10,850.12**
% DISTRIBUTION OF STAFFING	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	10.47%	25.39%	19.60%	44.54%	0.00%	#DIV/0!	100.00%

SUBTOTAL	**$10,850.12**

TASK DESCRIPTION	PRINCIPAL/ DIRECTOR	SENIOR PROJECT MANAGER	QC MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	GRADUATE ENGINEER	ENVIRONMENTAL QA/QC MANAGER	ENVIRONMENTAL TASK LEADER	GIS TECHNICIAN	ENVIRONMENTAL SCIENTIST	CLERICAL	ROW DOCUMENTS (PER PARCEL)	TOTAL LABOR HRS. & COSTS
PROJECT MANAGEMENT AND ADMINISTRATION													
Monthly Progress Reports, Invoices, and Billings													0
Quality Assurance and Quality Control (QA/QC) Plan													0
Develop QA/QC Plan													0
Perform QA/QC													0
Project Coordination and Administration													0
Progress/Coordination Meetings (with County)													0
Progress/Coordination Meetings (internal)													0
Project Schedule													0
													0
HOURS SUB-TOTALS	0	0	0	0	0	0	0	0	0	0	0	0	0
HOURLY CONTRACT RATE	$350.40	$283.94	$326.23	$265.82	$235.61	$157.08	$283.94	$229.57	$132.91	$151.03	$102.70	$7,007.97	
TOTAL LABOR COSTS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
% DISTRIBUTION OF STAFFING	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

SUBTOTAL	**$0.00**

TOTAL	**$10,850.12**

Commissioners Court - Regular Session **28.**

Meeting Date: 08/26/2025

FM 971 (Granger) Alliance WA#01

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. 1 to the Road Bond On-Call Materials Testing & Geotechnical Engineering Services contract executed December 10, 2024, between Williamson County and Alliance Engineering Group, Inc. relating to the FM 971 (Granger) project relating to the 2023 Road Bond Program.

Background

This Work Authorization No. 1 is for materials testing & geotechnical engineering services on the FM 971 (Granger) project in the amount of $12,180.00 and terminates on December 31, 2025. Project: P688 Fund Source: Road Bonds

---

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FM971Granger-Alliance-WA01

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/21/2025 11:17 AM
Form Started By: Marie Walters		Started On: 08/20/2025 06:49 PM
Final Approval Date: 08/21/2025		

ALLIANCE ENGINEERING GROUP, INC.

EXHIBIT C

WORK AUTHORIZATION
WORK AUTHORIZATION NO. 1
PROJECT: 251FB48 FM971 (Granger)

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated December 10, 2024 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Alliance Engineering Group, Inc. (the "Engineer").

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 $12,180.00.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on December 31, 2025. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

ALLIANCE ENGINEERING GROUP, INC.

EXECUTED this _____.

ENGINEER:	COUNTY:
Alliance Engineering Group, Inc.	Williamson County, Texas
By: _____	By: _____
Signature	Signature
Wayne A. Eddins	_____
Printed Name	Printed Name
Managing Partner	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

APPROVED
By Christen Eschberger at 6:06 pm, Aug 20, 2025

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY
FOR 251FB48 FM971 (Granger)

In general, Williamson County and its representatives to their best efforts will render services as follows:

1. Name, business address and phone number of County's project manager and any other points of contact, to be identified upon Notice of Proceed.

2. Provide construction manual and available appropriate County data on file, plans and specifications that are deemed pertinent to the completion of the work required by the scope of services (including project plans, quantity sheets, and bid form).

3. Provide a weekly material testing schedule and confirm/cancel requested services at least 24-hour in advance.

4. Assist with coordination with the contractor to provide sampling accommodations and appropriate sample storage areas.

5. Assist with Coordination between the Engineer and the County's other subconsultants.

ATTACHMENT B

SERVICES TO BE PROVIDED BY THE ENGINEER

Perform sampling and testing of components and materials in accordance with the standard specifications, and all other standard and special specifications and special provisions applicable in this agreement. Meet the minimum sampling frequencies as described in Williamson County Quality Control/Quality Assurance Program included in Appendix A of the Project Construction Manual (PCM). The Contractor is responsible for Quality Control testing of all materials, except for Hot Mix Asphalt (HMA). Williamson County (Owner) is responsible for Quality Control testing of HMA and Quality Assurance testing of all other materials. The frequency and location will be according to the "Project Test" frequency as shown in Appendix B "TxDOT Guide Schedule for Sampling and Testing" of the PCM. For Quality Assurance testing, assume a frequency of 10% of the Contractor's QC testing. The estimated number of samples and tests are to be based on the project quantities in the executed construction contract.

- Ensure the testing is complete and the test results are distributed to the appropriate parties within 24 hours.
- Create and maintain organized files for each type of materials tested (soils, flexible base, HMA, Concrete, etc.).
- The Engineer shall prepare a project specific Quality Assurance and Quality Control Plan (QA/QC) and submit within 30 days of the Notice to Proceed.
- The Engineer shall provide certified personnel, outlined in their QA/QC plan that are knowledgeable of all materials testing procedures. All personnel performing acceptance tests must provide certifications and must maintain the certifications throughout the project. Williamson County reserves the right to require replacement of any technician during this contract if performance is determined to be unsatisfactory or the technician fails to maintain appropriate certifications.
- The Engineer shall provide technicians certified in accordance with TxDOT Quality Assurance Programs for Construction (QAP) or other State approved programs, such as the Texas Asphalt Pavement Association (TxAPA) for Hot Mix Asphalt, and the Soils and Base Certification Program, as listed below.
- Provide sampling and testing personnel qualified to perform testing of materials in the areas of bituminous materials. The test methods for which individuals can be qualified are listed in Section 6 Sampling and Testing Personnel Qualification Program of Williamson County Quality Control/Quality Assurance Program. The required certifications include, but are not limited to:
  - Hot Mix Asphalt Testing
    - Level I-A
    - Level I-B
    - Levell II
    - All other tests in the TxDOT Manual of Testing Procedures 200-F Series or ASTM procedures not covered in Level I-A, Level I-B, or Level II
    - ASTM Procedures that are not included in the TxDOT QAP Program.

- Soils & Aggregates
  - Series 100-E and 400-A Lime Series
- The Engineer shall attend up to 2 pre-activity meetings as requested by the Observer.

The Engineer shall:

- Review and recommend approval or rejection for all sampling and testing documentation submitted by the contractor for compliance with applicable State and federal regulations, standards, and contract requirements.
- Verify all material used meet specifications or identify materials that do not meet specifications and recommend corrective action.
- Certify that all materials used during construction meet the specifications of the contract documents.
- Work closely with Williamson County to resolve all material discrepancies and reach resolution (use-as-installed, remove/replace, deduction/penalties) before the next monthly estimate.
- Create and maintain a material testing log for each type of material tested.
- The Engineer shall report failing tests to the Williamson County representative within twenty-four (24) hours.

DELIVERABLES:

The Engineer will provide the following:

- Testing documentation as applicable (field technician daily report, sample documentation, test result report, etc.)
- Monthly update of the Materials Test Log
- Certification Verifications
- Letters of Certification

ATTACHMENT C

WORK SCHEDULE

WORK AUTHORIZATION NO. 1
PROJECT: 251FB48 FM971 (Granger)

Alliance Engineering Group, Inc. will provide construction materials oversight testing services for Williamson County (County). These services will be provided as requested by the County or County's representative on an as-needed basis for the County's FM971 Granger Project through December 31, 2025.

ATTACHMENT D

Project Name: FM 971 Granger
Proposal No:. P25-0104C (Revised)
Estimated Budget: $12,180.00
Date: August 19, 2025

I ROADWAY - HMAC (Full-time during HMAC laydown operations)

1. **Estimate 906 tons of Type B HMAC**
2. **Estimate 347 tons of Type D HMAC**
3. **Estimate 1-A tech in laboratory and 1-B tech on laydown end each production day**
4. **Estimate 2 days of laydown operations - 10 hours per day**
5. **Estimate a total of 6 sublots**
6. **Estimate 6 Hours for Coring Ops**
7. **Estimate 2 concrete placements @ 4 hours & 4 cylinders each**
8. **Estimate 2 trips for density testing of flex base @ 4 hours & 3 density tests each**
9. **Estimate 2 Sample pick ups @ 2 hours per trip**

16	TxDOT 1B Techician Hours (Reg.) - Laydown	@	$68.00	/hour	$	1,088.00
4	TxDOT 1B Techician Hours (O.T.) Laydown	@	$102.00	/hour	$	408.00
16	TxDOT 1A Techician Hours (Reg.)	@	$68.00	/hour	$	1,088.00
4	TxDOT 1ATechician Hours (O.T.)	@	$102.00	/hour	$	408.00
8	Certified Engineering Technician	@	$58.00	/hour	$	464.00
8	Senior Engineering Technician Densities	@	$115.00	/hour	$	920.00
6	Field Density Tests	@	$20.00	/each	$	120.00
8	6" x 12" Concrete Cylinders	@	$20.00	/each	$	160.00
4	Extraction / Gradation (Ignition Oven)	@	$250.00	/each	$	1,000.00
4	Maximum Theoretical (Rice) Gravity	@	$105.00	/each	$	420.00
4	HVEEM Stability (Set of 3)	@	$120.00	/each	$	480.00
12	Molding Gyratory Specimens (Set of 3)	@	$150.00	/each	$	1,800.00
10	Staff Engineer	@	$125.00	/hour	$	1,250.00
6	Project Engineer	@	$160.00	/hour	$	960.00
8	TxDOT 1B Techician Hours (Reg.) - Coring Ops	@	$68.00	/hour	$	544.00
4	Thickness & Density of Road Cores	@	$65.00	/each	$	260.00
9	Vehicle Charges	@	$40.00	/trip	$	360.00
4	Administrative Support	@	$60.00	/day	$	240.00
6	Observation & Testing Report Review	@	$35.00	/each	$	210.00
				Sub-Total	**$**	**12,180.00**

$12,180.00

Estimated Total **$12,180.00**

Commissioners Court - Regular Session **29.**

Meeting Date: 08/26/2025

501P Wilco Bldg Fire Line Utility CPS CFA WA03

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. 3 to the Utility Coordination Services (Road Bond Program) contract executed July 22, 2025, between Williamson County and Cobb, Fendley & Associates, Inc. relating to the Wilco Bldg Fire line (Liberty Hill Bypass).

Background

This Work Authorization No. 3 is for utility bid phase and construction phase services on the 501P Wilco Building Fire Line adjacent to the Liberty Hill Bypass Segment 1 (West) project in the amount of $41,992.00 and terminates on March 31, 2026. Project: 501P Wilco Bldg Fire Line Fund Source: Grants

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

UC-LHB501PWilcoBldgFireLine-CFA-WA03

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/21/2025 11:15 AM
Form Started By: Marie Walters		Started On: 08/20/2025 06:00 PM
Final Approval Date: 08/21/2025		

WORK AUTHORIZATION NO. 3
PROJECT: 501P Wilco Building Fire Line
Liberty Hill Bypass Project

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated July 22, 2025 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Cobb, Fendley & Associates, Inc. (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is $41,992.00.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on March 31st, 2026. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this _____day of _____, 20___.

ENGINEER:	COUNTY:
Cobb, Fendley & Associates, Inc.	Williamson County, Texas
By:_ Sandra G Khoury __	By:_____
	Signature
Sandra G. Khoury, P.E.	_____
Printed Name	Printed Name
Executive Vice President	_____
Title	Title
8/20/2025	_____
Date	Date

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Rate Schedule

APPROVED
By Christen Eschberger at 4:06 pm, Aug 20, 2025

ATTACHMENT A

SERVICES TO BE PROVIDED BY COUNTY

Williamson County and/or its Designated Representative(s) will provide project direction, review and oversight of utility coordination, engineering and design services for all Road Bond Projects and will provide all project related design files, topographic survey and right- of-way data to assist with coordination efforts.

Williamson County and/or its Designated Representative(s) will negotiate and secure Interlocal Agreements (ILA), when applicable, and provide copies to Utility Coordinator upon execution.

Williamson County and/or its Designated Representative(s) will provide written comments on the plan submittals within five (5) business days from receipt.

ATTACHMENT B

SERVICES TO BE PROVIDED BY ENGINEER

Scope of Services provided by Cobb, Fendley & Associates, Inc. (the ***Utility Coordinator***), involves utility coordination, engineering and design services in Williamson County, Texas, (the County) as described below:

This scope includes the following major tasks:

501P Wilco Building Fire Line _ - Liberty Hill Bypass Project

1. UTILITY DESIGN.

The ***Engineer*** will coordinate and develop PS&E for utilities to be included in the construction contract for the County upon written request by the Utility Owner and/or the County. All joint bid utility plan requests are to be approved by the County or Designated Representative prior to commencing work.

The ***Engineer*** will provide design, bid, and construction phase services for the installation of approximately 1,200 linear feet of 6" water pipe, 200 linear feet of 16" steel encasement installed via open trench and jack/bore, required appurtenances, and connections to the existing 24" water line associated with the construction of Liberty Hill Bypass in Williamson County. This scope assumes that the water plans will be included as a Change Order to the roadway and drainage plans and constructed by the roadway and drainage Contractor. Below is a detailed scope of services.

1.1. Bid/Permitting Phase

This proposal assumes that 1 TxDOT permit is needed, and Engineer will assist in obtaining TxDOT permit through coordination with City and TxDOT.

This proposal assumes that bidding for the overall project has concluded, and the water line design to which this proposal pertains is as part of a change order to the overall project.

The following items are not included in bid phase services:

A. Attend pre-bid conference. Meeting agenda and minutes prepared by others.
B. Respond to contractor's questions during bidding process.
C. Prepare addenda to address contractor questions.
D. Review bid tabs.
E. Review contractor recommendation.

1.2. Construction Phase

The ***Engineer*** will provide limited construction administration and observation assistance to the project and City of Liberty Hill. This scope does not include inspection services. This scope assumes construction duration of four (4) months. All scopes of services in this scope are related to water and wastewater utility relocations only. Below is a detailed scope of services for construction phase:

A. Attend preconstruction meeting.

B. Attend four (4) meetings when utility adjustments are in process.
C. Attend periodic site visits. Assume two (2) site visits (not coincident with progress meetings). If additional visits are required, then this will result in additional services.
D. Review project submittals/shop drawings. The ***Engineer*** will review each submittal up to two (2) times. If the Contractor requires a third submittal, it will be reviewed as an additional service and at the Contractor's expense, as will be written in the contract documents. This scope assumes 15 submittals.
E. Respond to Requests for Information (RFI). The ***Engineer*** will coordinate with City of Liberty Hill and the Contractor on RFIs and respond with clarifications as needed. This scope assumes two (2) RFIs.
F. Change Orders. The ***Engineer*** will assist in negotiation and preparation of change order documents, should they be necessary. This scope assumes one (1) change order.
G. Project Close Out. The ***Engineer*** will assist with closing out the contract, reviewing final pay application and affidavits, and preparing a Concurrence Letter.
H. Record Drawings. The ***Engineer*** will prepare a set of record drawings based on Contractor's redlines in the field. Record drawings will be provided to the City electronically.
I. Project Management. This proposal assumes a four (4) month construction schedule for water items. This task assumes there may be regular coordination meetings with others, regular correspondence regarding construction schedule, and other miscellaneous coordination efforts.

The following items are not included in construction phase services:

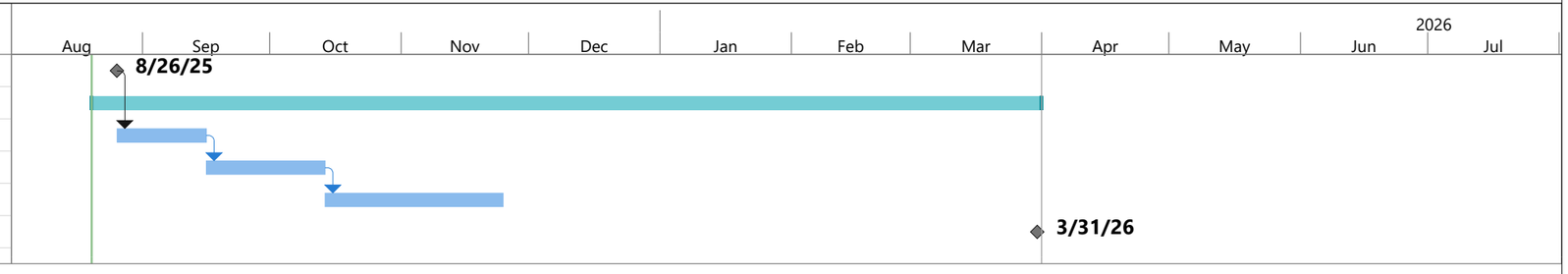
A. Review of pay estimates.
B. This Construction Phase Services assumes that one project inspector amongst the stakeholders will be assigned and there will not be coordination amongst the various stakeholders during construction.

Cobb, Fendley & Associates, Inc.
Williamson County
501.P_Liberty Hill Bypass Fireline Design

Attachment C
Work Schedule

Work Authorization No. 3

ID	Task Name	Start	Finish
1	CONTRACT EFFECTIVE START DATE	Tue 8/26/25	Tue 8/26/25
2	PROJECT MANAGEMENT/COORDINATION	Wed 8/20/25	Tue 3/31/26
3	RE-DESIGN 100%	Tue 8/26/25	Mon 9/15/25
4	BID/PERMITTING PHASE	Tue 9/16/25	Mon 10/13/25
5	CONSTRUCTION PHASE	Tue 10/14/25	Mon 11/24/25
6	Work Authorization Termination	Tue 3/31/26	Tue 3/31/26



Williamson County
501.P_Liberty Hill Bypass Firelin
WA 3

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone

Williamson County
501P Wilco Building Fire Line_Liberty Hill Bypass Project
Attachment D - Fee Schedule

Description of Work Task	Project Manager I	Engineer II	Grad Engineer II	Coordinator II	Total Hours	Total Cost
	$215.00	$195.00	$152.00	$150.00		
Design Phase						$ 2,630.00
TxDOT Permit	4	6		4		$ 2,630.00
Construction Phase						$ 38,886.00
Attend preconstruction meeting	0	0			0	$ -
Attend progress meetings (4)	8	24			32	$ 6,400.00
Attend site visits (2)	8	12	12		32	$ 5,884.00
Review submittals (15)	15	20	10		45	$ 8,645.00
Respond to RFIs (2)	6	6	6		18	$ 3,372.00
Change orders (1)	11	12			23	$ 4,705.00
Project close-out	6	12			18	$ 3,630.00
Record drawings	10	10			20	$ 4,100.00
Project Management/Coordination	10				10	$ 2,150.00
Total Hours	**78**	**102**	**28**	**4**	**212**	
Cost	$16,770	$19,890	$4,256	$600		**$ 41,516.00**

Other Direct Expenses			CobbFendley	
Description	**Unit Cost**	**Units**	**Quantity**	**Total**
Mileage (billed at IRS approved rate - estimated cost shown)	$ 0.700	mile	680	$476.00
				$476.00

Work Authorization Total **$ 41,992.00**

Commissioners Court - Regular Session **30.**

Meeting Date: 08/26/2025

Indigent/Abandoned Burial

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order for Interment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Delia Colon	08/21/2025 08:49 AM
Form Started By: Andrea Schiele		Started On: 08/21/2025 08:44 AM
Final Approval Date: 08/21/2025		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ORDER OF COMMISSIONERS COURT
OF WILLIAMSON COUNTY, TEXAS
AUTHORIZING INTERMENT
OF DECEDENT'S REMAINS
(Edward Phillip Basiewicz)

Pursuant to the Laws and Rules of the State of Texas, the Texas Health & Safety Code, Chapter 711, Section 711.002(e), and the common law granting the County authority to regulate the public health and safety, the Commissioners Court of Williamson County finds that:

Edward Phillip Basiewicz (SSN xxx-xx-8407) passed away on August 2, 2025, at the age of 81, while admitted at a nursing and rehabilitation facility located in Cedar Park, Texas.

The Court also finds that there has been an investigation to obtain information regarding next of kin and the ability to pay for interment expense. However, all attempts to contact any known next of kin of the deceased's family have failed to identify any responsible or known next of kin with the ability to pay for necessary expenses. In the facts presented in this case, the deceased's body has either become abandoned or those with the ability to pay are unable to do so.

The Court finds that this case involves either an abandoned body or is qualified for indigent burial; therefore, the duty to cover the costs of interment

falls to Williamson County.

IT IS THEREFORE ORDERED THAT the deceased body shall be interred (*i.e.,* permanent disposition of remains by entombment, burial, or placement in a niche).

IT IS FURTHER ORDERED THAT costs of cremation of the deceased be paid by Williamson County, Texas in accordance with its policies and regulations and that Beck Funeral Home is granted authority to cremate the deceased.

Signed and entered this 26th day of August 2025.

_____
Hon. Steve Snell
Williamson County Judge

Commissioners Court - Regular Session **31.**

Meeting Date: 08/26/2025

Recognize WCRAS No-Kill Achievement

Submitted By: Misty Valenta, Animal Services

Department: Animal Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear a presentation from the Animal Shelter regarding general updates and celebrating their No - Kill Achievement.

Background

Misty Valenta, Animal Services Director, will provide an update on the Animal Shelter and their No Kill Achievement recognized by the Best Friends Animal Society.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WCRAS Presentation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/20/2025 09:31 AM
Form Started By: Misty Valenta		Started On: 08/19/2025 05:13 PM
Final Approval Date: 08/20/2025		


Williamson County
Regional Animal Shelter
Animal Shelter

Serving:

Williamson County

Round Rock

Cedar Park

Hutto

Leander

And as of July 14th: Georgetown

Each jurisdiction has a member sitting on the Animal Shelter Board

Timeline:

Opened March 14, 2007

Reached No-Kill December 2010

Nationally recognized Animal Shelter

Expanded March 14, 2019

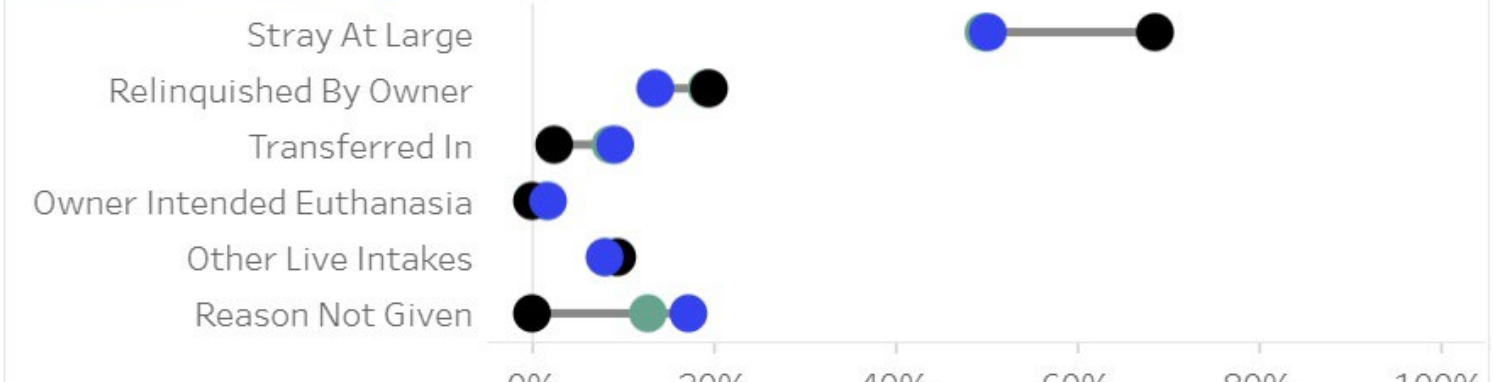
Mentor Shelter for emerging No-Kill Shelters

Currently working on a new expansion

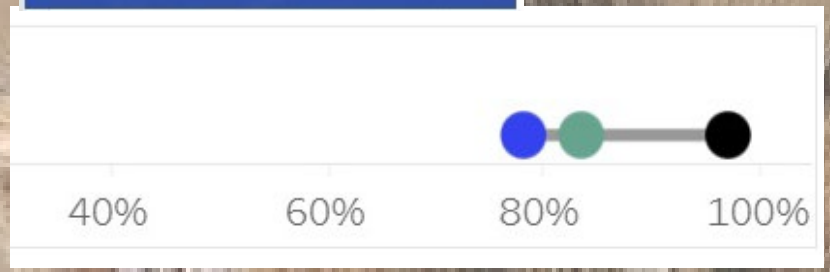
Comparisons

- Williamson County Regional Animal She
- Filtered Organizations (365)
- All U.S. Shelters -Brick & Mortar (3,043)

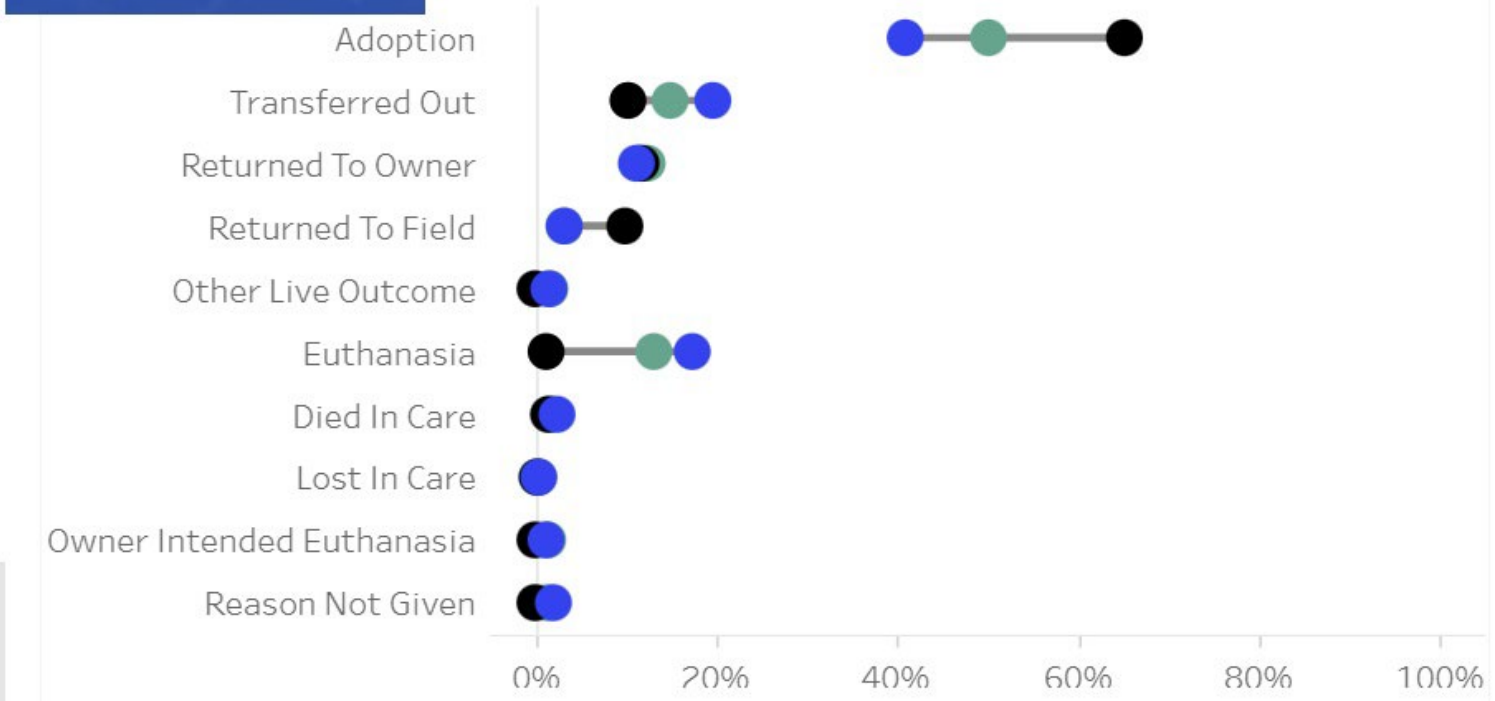
Gross Intakes



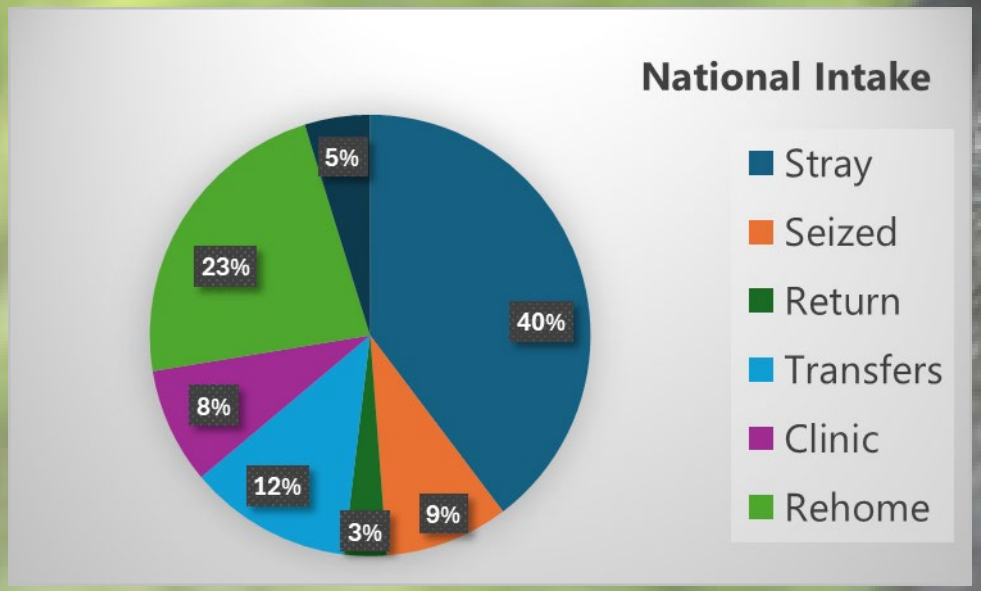
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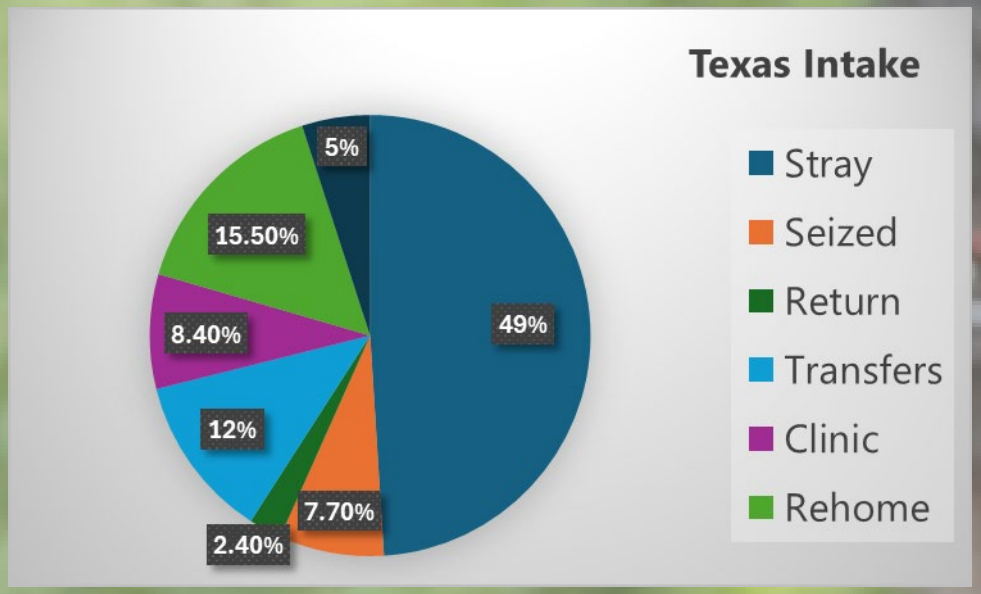


Gross Outcomes



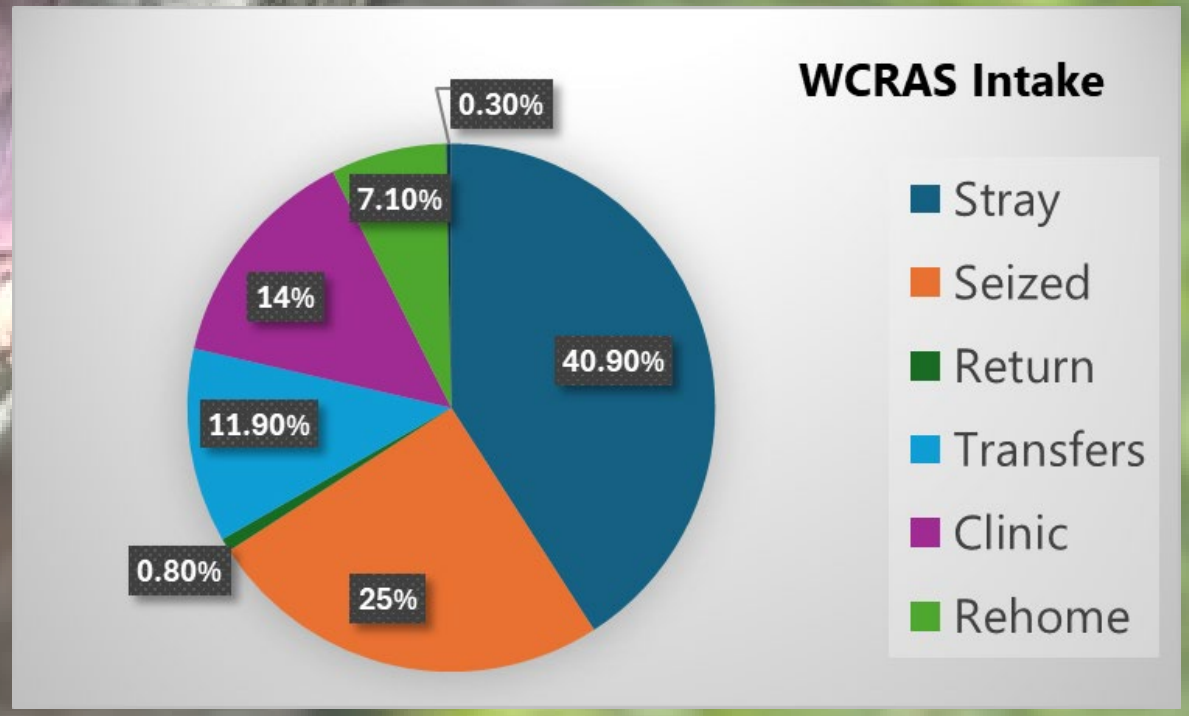
PetPoint Comparisons 2025



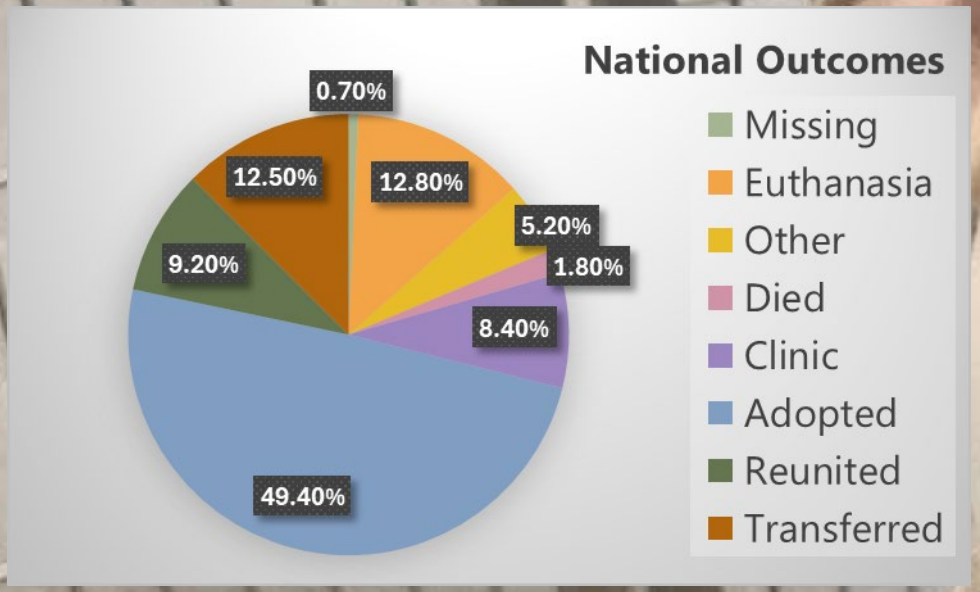


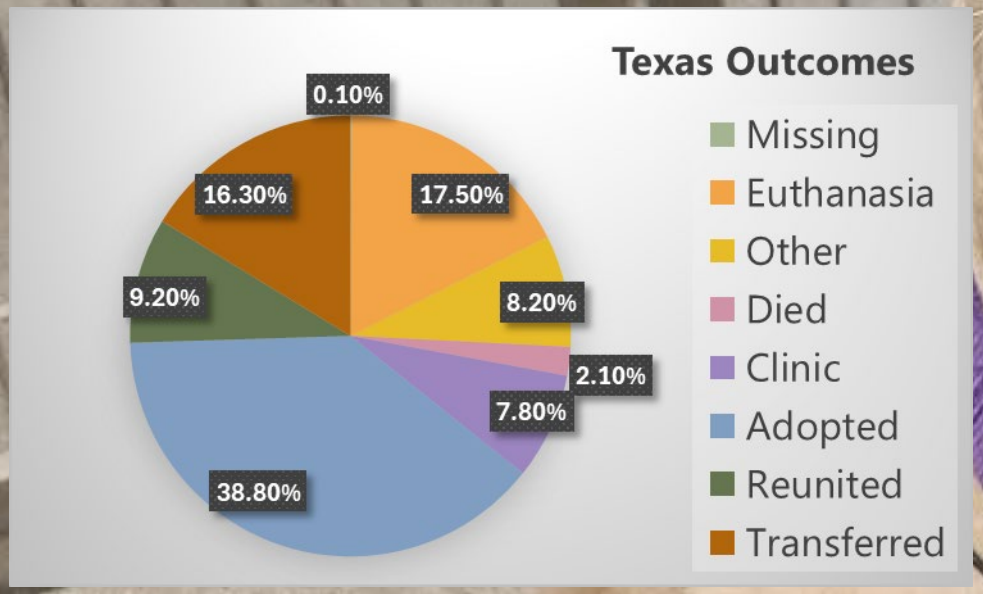
Points of Note:

- We have a very strong TNVR program (Clinic)
- We have a very low adoption return rate
- Our Transfer Ins are primarily cats
- We have a low Rehome percentage
- Our area of growth is intake from Stray and Seized (ACOs)



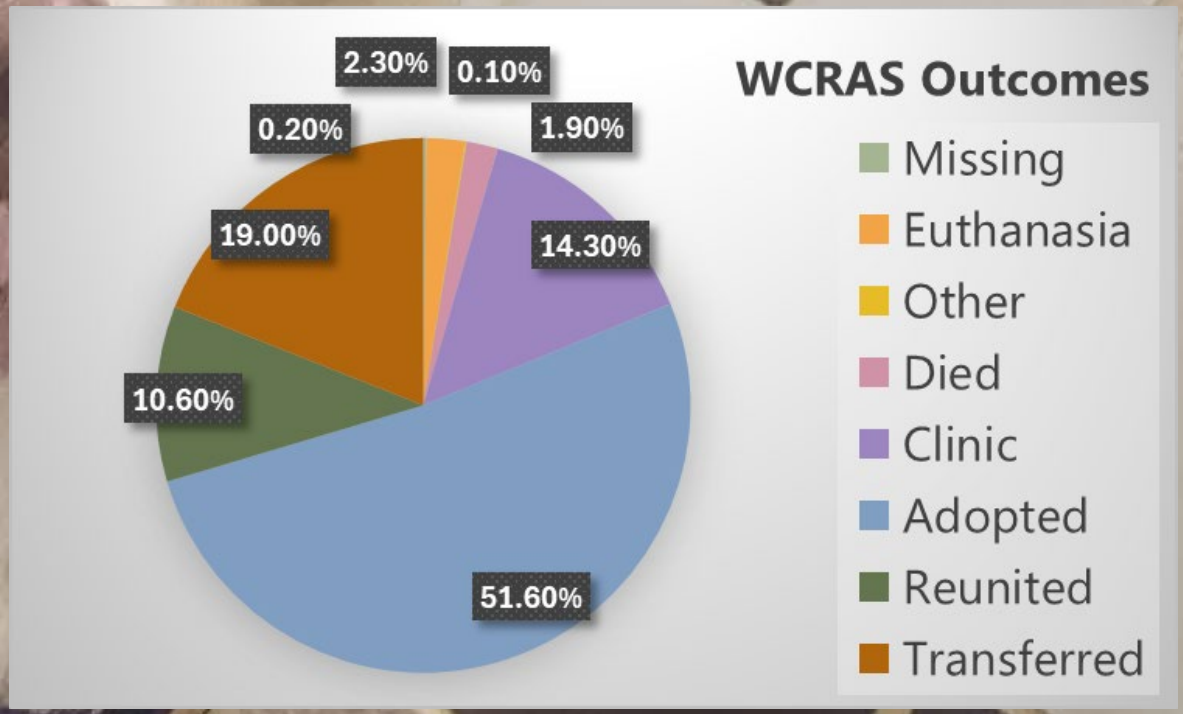
PetPoint Comparisons 2025



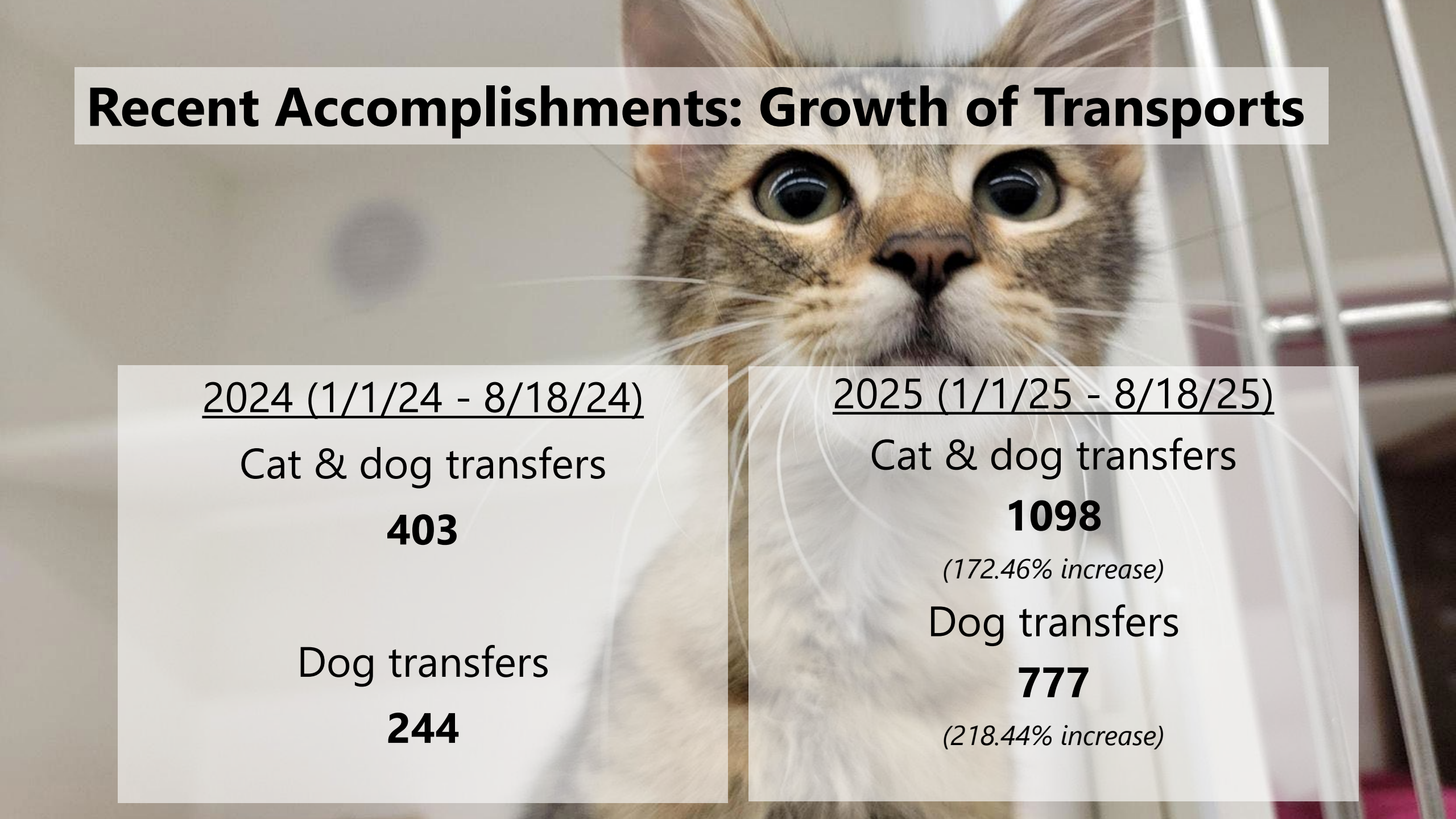


Points of Note:

- We have a strong Adoption program
- We have a strong Reunion program
- We have a very strong Transfer program
- Euthanasia is used for health and safety and not a tool to lower shelter population



Recent Accomplishments: Growth of Transports



2024 (1/1/24 - 8/18/24)

Cat & dog transfers

403

Dog transfers

244

2025 (1/1/25 - 8/18/25)

Cat & dog transfers

1098

(172.46% increase)

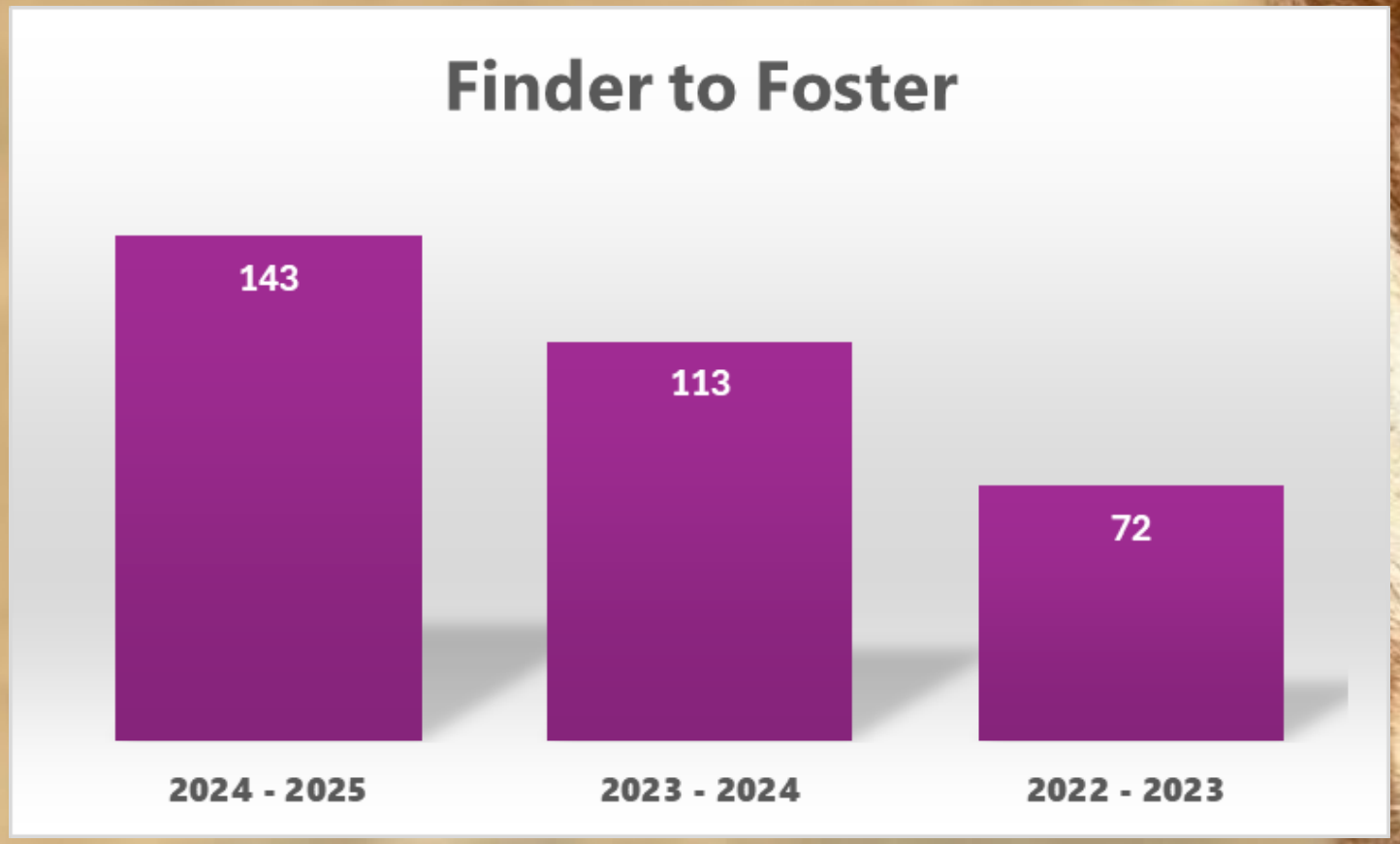
Dog transfers

777

(218.44% increase)

Recent Accomplishments: Finder to Foster

Empowering Finders to join our Foster program on the spot. Pets complete their stray hold on couches instead of kennels.



Recent Accomplishments

Leadership Roles / Conference Presentations / Webinars

- Best Friends National Strategy Council
- Texas Unites for Animals Advisory
- Board member of Humane Help
- Board member of FANS of WCRAS
- Best Friends Conference
- Texas Unites Conference

- New Mexico Humane Conference
- Justice Clearinghouse Webinar
- Best Friends Webinar
- National Kitten Coalition Webinar

Commissioners Court - Regular Session **32.**

Meeting Date: 08/26/2025

Employee Policy Manual

Submitted By: Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on changes to the FY2025 Employee Policy Manual.

Background

See attached redline version of policy manual change.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

EPM redline

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Allen Frederick	08/21/2025 08:01 AM
County Judge Exec Asst.	Delia Colon	08/21/2025 08:22 AM
Form Started By: Kayla Marek		Started On: 08/19/2025 01:10 PM
Final Approval Date: 08/21/2025		

Compensation

Compensation Philosophy

Williamson County strives to be an employer of choice and demonstrates the honor and value we place on working in public service. Accordingly, the County's total compensation policy is to be competitive within the relevant, comparable labor markets by:

- Basing our B pay chart positions' minimum salaries on the market median
- Basing our L and C pay chart minimum salaries on the market median ~~plus 2%~~
- Recognizing outstanding performance and organizational contributions through the use of the merit pay policy
- Maintaining the public trust in the County's financial stewardship
- Ensuring accountability for compliance with all Federal, State, and local laws, as well as County policies

Salary Study

It is the intention of the Commissioners Court that a comprehensive salary study be conducted for every position classification at least once every three fiscal years. Some positions may be reviewed externally or more often based on factors including high turnover, recruitment difficulty or market demand.

**Changes will not be made outside of the salary study process unless the position fits the reclassification/conversion criteria or there is a change in senior leadership.*

Participant	Role and Responsibility	Policy/Process
Commissioners Court	• The Commissioners Court shall set the amount of compensation, office and travel expenses, and all other allowances for County and precinct offices and employees who are paid wholly from the County funds.	• Sec. 152.011, Texas Local Government Code
Human Resources	• Maintains all official job descriptions. • Works closely with departments/offices to clearly understand structure & how each position fits within the organization. • Identifies positions to be reviewed during the current salary study. • Gathers & analyzes market data. • Provides recommendations to the Commissioners Court.	• The position classifications that have been identified for the study will be presented to Commissioners Court. • An initial presentation & other meetings, as necessary, will occur between HR & participating departments/offices throughout the salary study. • Job descriptions & job analysis tools will be reviewed and/or updated prior to data collection. Job Analysis Tools will only be required for conversions/reclasses. Minor updates may be made to existing job descriptions. • Requests will be sent to the identified market entities (see Market below). • Data received will be analyzed & compiled. • Pre-recommendation meetings will occur between HR & department/offices. • Recommendations will be presented to Commissioners Court. • Departments/offices that wish to address Commissioners Court would place an item on the agenda through the normal process. • Job descriptions will be finalized. • All changes will be effective in the new fiscal year following Commissioners Court approval.
Departments / Offices	• Each department/office will select a designated point of contact. • Works closely with HR to ensure that the organization structure and positions are fully understood.	• Attends meetings throughout the process. • Completes job analysis tools as needed.
Market (Based on population, entity structure and/or geographic location)	• Provides substantiated market data for the identified positions.	Counties used for the study will be: Bell, Brazoria, Hays, Montgomery, Fort Bend, Denton, Collin & Travis Cities used for the study will be: Cedar Park, Georgetown & Round Rock

		For L Chart only: Cities used will be: Georgetown, Cedar Park, Round Rock, Leander, and Hutto. For C Chart only: Counties used will be: Hays, Travis, and Burnet. *This list may be amended as needed based on unique attributes of some position classifications

Commissioners Court - Regular Session **33.**

Meeting Date: 08/26/2025

Approval of updates to the Purchasing Policy Manual for Purchasing Department

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving revisions to the Purchasing Policy Manual.

Background

Updates to the policy include:

- Adjustment of the formal solicitation threshold requirement to align with SB1173. This legislative change adjusts the $50,000 threshold to $100,000 for competitive bidding requirements and is effective 9/1/25;
- Clarification of multi-year contract amounts policy;
- Clarification on procurement for:
  - Non-professional services *consulting* purchasing;
  - Training purchasing;
- Critical system IT procurement;
- Integration of outlying policies such as Furniture Purchasing and Solicitation Deadline Extension;
- Certificate of Insurance submission guidelines;
- Updated agenda submission deadlines for Purchasing Department items;

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Purchasing Policy Manual Aug. 2025

Existing Purchasing Policy Manual

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/20/2025 04:19 PM
Form Started By: Joy Simonton		Started On: 08/20/2025 04:06 PM
Final Approval Date: 08/20/2025		



WILCO
TEXAS

PURCHASING POLICY MANUAL

Effective September 1, 2025

Purchasing Department
100 Wilco Way, Suite P101
Georgetown, TX 78626
512-943-3553

Williamson County
Purchasing Department

Purchasing Policy Manual

Sensitivity:	None
Criticality:	Moderate
Primary Type:	Policy
Effective Date:	September 1, 2025

PURPOSE

The Williamson County Purchasing Policy Manual is designed to be a general guideline for Williamson County officials, employees, and suppliers addressing purchasing requirements and general operating procedures. This guide will benefit those individuals participating in the purchasing process for commodities, services, maintenance, professional services and construction.

The guidance provided herein aligns with local, state and federal laws and the policies set forth by the Williamson County Commissioners Court. All references to Federal, or State of Texas statutes, and Williamson County Policies in this document refer to the statutes and policies as they exist at the time of publication of this Purchasing Policy Manual and may be amended as needed. If an amendment is not made to this document applicable laws and statues prevail.

This document is not all inclusive of every purchasing scenario. Purchasing Department staff are available to provide guidance on purchasing compliance as needed.

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1. INTRODUCTION

The Williamson County Purchasing Department serves to acquire goods and services essential to the operation of Williamson County government for the best value possible in compliance with the Texas Local Government Code and the policies set forth by the Commissioners Court. The Purchasing Agent has delegated authority to manage the purchasing process for the County.

It is the duty of the Purchasing Department to facilitate the purchase of supplies, equipment, and services to County departments and elected officials at the best possible price for Williamson County taxpayers. These tasks are accomplished by standardization and competitive bidding.

In addition to the solicitation of formal sealed bids, requests for proposals, requests for competitive sealed proposals, requests for statements of qualifications, and quotations the Purchasing Department is responsible for the following:

- Requisition and Purchase Order Review and Processing
- Countywide Purchasing Permissions Oversight
- Formal Solicitation Management
- Goods and Services Contract Administration
- Cooperative Purchasing Agreement Coordination
- Interlocal Purchasing Agreement Coordination
- P-Card Program Management
- Annual Physical Inventory of Fixed Assets
- Surplus Property Disposition

The Purchasing Department also assists in maintaining internal controls to align with administrative services throughout the County. Although this document cannot capture each and every purchasing scenario, it is the guideline for procurement at Williamson County. This policy is approved by the Commissioners Court and shall be updated periodically as the need arises.

The Purchasing Department is located at 100 Wilco Way, Suite P101, Georgetown, TX.

Purchasing Agent

Joy Simonton
Joy.simonton@wilcotx.gov
512-943-1555

1.1 Statutory Authority and Responsibilities of the Purchasing Agent

It is the statutory responsibility of the Purchasing Agent to purchase all supplies, materials, and equipment required for County operations and contract for repairs of property utilized by the County. The Purchasing Agent shall supervise all purchases and goods and services contracts for the County.

Applicable statues govern county purchasing procedures, including interpretations by Texas Courts, and are the ultimate authority on the validity of purchasing procedures.

Statues include, but are not limited to:

- The County Purchasing Act, Texas Local Government Code Chapter §262
- Texas Local Government Code Chapter §263
- Texas Local Government Code Chapter §271
- Texas Government Code §2253
- Professional Services Procurement Act, Texas Government Code §2254
- Texas Government Code §2269
- Texas Government Code §2251
- Texas Tax Code §151.309

Grant funded purchases may be subject to additional State and Federal laws and guidelines.

Professional services procurements are subject to Texas Government Code §2254 and the Professional Services Procurement Procedure put forth by the County Auditor's office.

Statutory authority allows the Purchasing Agent to:

- Select and recommend the type of solicitation to be used to the Commissioners Court;
- Utilize an electronic signature system for contracts;
- Delegate purchasing activities to Purchasing Department staff.

1.2 Goals and Objectives

Williamson County is dedicated to maintaining an efficient, accurate, and cost-effective purchasing process. Good management practices require assistance from each Elected Official, Department Head and County employee for the process to be successful.

This includes proper planning and timely submission of purchase requests, so the process can be facilitated smoothly and at the lowest cost possible. Through our processes we strive to serve the County taxpayers by ensuring fair and equitable treatment of everyone who interacts with the County's procurement process.

In its purchasing practices, Williamson County will consider:

- Price of the product or service;
- Quality and Reliability of the product or service;
- Product or service meets specifications;
- Delivery terms;
- Vendor performance.

1.3 Hybrid Platform

Williamson County's purchasing platform is a hybrid, meaning that departments submit their annual budgeting requests and make purchasing decisions on a day-to-day basis but with the Purchasing Department's compliance and process oversight. This business structure also requires that departments are responsible for determining and authoring their required specifications for a purchase, project, or consultant solicitations while Purchasing manages the solicitation process according to purchasing law and policy. Some purchases require a formal solicitation, vetting, and evaluation. The growth of the County organization has also given rise to the need for various countywide contracts.

1.4 Procurement in the Budget Cycle

Procurement during a fiscal year begins after the Commissioners Court has approved the budget. Budget approval allocates funds to a department but does not mean vendor, supplier, or contract approval. Competitive sourcing shall be conducted as per policy after budget approval.

2. CODE OF ETHICS

Public employment is a position of trust for the benefit of the County. Public employees must discharge their duties impartially to assure fair competitive access to governmental procurement by responsible contractors. Moreover, employees should conduct themselves in such a manner as to foster public confidence in the integrity of the Williamson County procurement process.

To achieve this purpose, it is essential that those doing business with Williamson County also observe the ethical standards outlined herein.

2.1 General Ethical Standards

The Williamson Purchasing Department believes that the following ethical principles must govern the conduct of every person who is involved in the purchase of commodities, services, maintenance, professional services, and construction on behalf of the Williamson County taxpayers. This code of ethics aligns with the Code of Ethics of the National Institute of Governmental Purchasing recognized nationally and internationally as a leading procurement association.

1. **Personal Gain**

   It shall be a breach of ethics to attempt to realize personal gain through public employment with Williamson County by any conduct inconsistent with the proper discharge of the employee's duties.

2. **Influence**

   It shall be a breach of ethics to attempt to influence any public employee of Williamson County to breach the standards of ethical conduct set forth in this code.

3. **Conflict of Interest**

   It shall be a breach of ethics for any employee of Williamson County to participate directly or indirectly in procurement when the employee knows that:

   - The employee or any member of the employee's immediate family has financial interest pertaining to the procurement;
   - A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; and
   - Any other person, business, or organization with which the employee, or any member of the employee's immediate family, is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

4. **Gratuities**

   It shall be a breach of ethics to offer, give, or agree to give any employee or former employee of Williamson County, or for any employee or former employee of Williamson County to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rending of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefore pending before this local government.

5. **Kickbacks**

   It shall be a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Williamson County, or any person associated therewith, as an inducement for the award of a subcontract or order.

6. **Contract Clause**

   The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation, therefore.

7. **Confidential Information**

   It shall be a breach of ethics for any employee or former employee of Williamson County knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

2.2 Required Disclosure Forms

The Texas Ethics Commission created two forms, the Conflict-of-Interest Questionnaire (CIQ) and Conflicts Disclosure Statement (CIS) in compliance with Chapter 176. The CIS Form is for a local government officer. The CIQ Form is for a vendor and prospective vendor with the County. Each form may be accessed from this website as well as through the Texas Ethics Commission website.

3. DEFINITIONS

1. **Advertisement or Advertise**

   A public competitive bidding notice put in a newspaper of general circulation containing information about an Invitation for Bid, Request for Proposal, Request for Competitive Sealed Proposals, Request for Statements of Qualifications or other formal solicitation as required by Texas Local Government Code §262.025.

2. **Addendum**

   A supplemental attachment that is added to an original document to modify, clarify or expand upon the terms of a contract, agreement or document.

3. **Amendment**

   A change or addition to a legal document.

4. **Annual Term Contract**

   A recurring contract for goods or services, usually in effect on a 12-month basis.

5. **Auditor**

   Williamson County Auditor and their designated representatives.

6. **Auto renewal**

   A contract term that renewals annually without requiring additional Commissioners Court approval for the specified terms.

7. **Best and Final Offer (BAFO)**

   Represents the ultimate offer from a supplier to be made in a negotiation or bidding process.

8. **Best Value**

   A method of evaluating lowest and best overall proposal taking into consideration numerous factors depending on what is being procured.

9. **Bid Bond**

   A deposit required of bidders to protect the County if a low bidder withdraws its bid or fails to enter into a contract.

10. **Bidder**

    A respondent that submits a bid, including anyone who acts on behalf of the vendor that submits a bid, such as agents, employees and representatives.

11. **Bidders List**

    An automated list of suppliers who have registered through Williamson County's solicitation portal indicating an interest in submitting bids for particular categories of goods and services.

12. Bonds

A type of security that provides assurance to a project owner, herein the County, that contractor will perform in conjunction with the project's contract.

13. Change Order

A contracting instrument that changes an existing contract by increasing or decreasing the cost or the time for performance or changes the goods or services to be delivered.

14. Commissioners Court

Williamson County Commissioners Court.

15. Commodity Codes

A means of classifying goods and services with a unique number assigned to each description administered by the National Institute of Government Procurement (NIGP).

16. Competitive Bidding Process

Allowing suppliers to compete to provide goods and or services to the County for the lowest and best price.

17. Competitive Proposal Process

Allowing suppliers to compete to provide goods and or services to the County through a process that considers multiple technical factors including price.

18. Component Purchases

Purchasing a series of component parts of goods that normally would have been purchased as a whole.

19. Contract

A formal, written agreement executed by the County and a vendor containing the terms and conditions under which goods or services are to be furnished to the County and the County's authorized representative commits county funds.

20. Contract Management

Contract management is used to create and manage of contacts based on items or services purchased over the lifetime of a contract.

21. Contractor

A supplier, which has been awarded a contract by Williamson County.

22. County

Williamson County.

23. Critical System

Critical information systems shall be defined as those software or hardware technology items that are required to run the day-to-day County functions and are integrated throughout the County and are related to safety or business operation.

24. Cycle Time

The time between when a purchase requisition is assigned to a Purchasing Department buyer for action and when an actual purchase order is placed with a vendor. Cycle time does not include the time required for corrections to a requisition, additional approvals or for product or service delivery.

25. Debarment

Based on conviction, civil judgments or fact base cases involving environmental crimes, contract fraud, embezzlement, theft, forgery, bribery, poor performance, non-performance or false statements as well as other causes.

26. Emergency Purchase

A purchase that must be made in a case of public calamity, unforeseen damage to County property, to promptly to relieve the necessity of the citizens or to preserve the property of the County as required by Texas Local Government Code §262.024.

27. Employee

Any County, district or precinct elected official, appointed official, or employee requesting a purchase that will be funded even partially with County funds or anyone who acts on behalf of any of these persons.

28. End-User or End-User Department

The County department that ultimately uses the finished goods or services when the purchase or construction is completed.

29. Euna

The current system used to set up, issue, maintain, and analyze solicitations. It is a system for requesting bids, quotes, documenting awards, developing bid lists, and maintaining the supplier portal as well as contract document repository.

30. Event

An electronic document (solicitation), such as an invitation for bid (IFB), request for Quick Quotes / Simple Bids (QQ), request for proposal (RFP) or request for qualifications (RFQ), issued by the Purchasing Department. The document contains terms and conditions for a contract and it requests (solicits) a bid or proposal for goods or services needed by the County.

31. Extension

An extension of time to an existing contract or solicitation schedule.

32. Formal Competitive Bidding

The competitive bidding process for purchases $100,000.00 and above as required Texas Local Government Code §262 which requires approval by the Commissioners Court.

33. Goods

Includes any personal property to be purchased by the County, including equipment, supplies, material and component or repair parts.

34. Internal Controls

Processes that ensure the integrity of financial and accounting information, promote accountability, prevent fraud, and safeguard company assets. These processes include coordinate with the County Auditor, Budget Office, Risk Management, General Counsel and Information Systems Department.

35. Invitation for Bid (IFB)

Specifications and bidding documents requesting pricing for a specified good or service, which has been advertised for bid in a newspaper.

36. Item

Any service, equipment, good, or other tangible or intangible personal property, including insurance and high technology items. This does not include professional services as defined by Texas Government Code, Section 2254.

37. Lease

A contract for the use of commercial or personal property for a period of time in return for a specified compensation.

38. Lowest Responsible Bid

The offer from the responsible bidder who submits the lowest and best bid meeting all requirements of the specifications, terms, and conditions of the invitation for bid. The lowest responsible bid includes any related costs to the County in a total cost concept. The term "responsible" refers to the financial and practical ability of the bidder to perform the contract and takes the vendor's past performance into consideration.

39. Modification

A document used to change the terms and / or conditions of a contract.

40. Negotiation

A consensual bargaining process in which the County and vendors attempt to reach an agreement on differences in desired contract provisions or a potentially disputed matter for the purposes of reaching an understanding.

41. Off Contract

A purchase made independent from any solicitation or cooperative purchase.

42. Official

Any elected or appointed official and any person authorized to act on their behalf.

43. Oracle

Current financial management system of Williamson County, which includes the purchasing module. Oracle access is provided per the Oracle Purchasing Requisition and Purchase Order Permissions Policy.

44. Pre-Solicitation Conference

A conference conducted by the Purchasing Department for the benefit of respondents seeking to submit a bid or proposal for goods or services required by the County. The conference is held to allow respondents to ask questions about the proposed contract and particularly the contract specifications.

45. Professional Services

A service directly related to professional practices including but not limited to those services within the scope of the practice of accounting; architecture; optometry; medicine; land surveying; and professional engineering as defined per Texas Government Code §2254 and Procedures for Professional Services Procurement put forth by the County Auditor's office.

46. Proprietary Information

Information provided by respondents through bids or proposals to which the respondent claims ownership or exclusive rights and which is protected from disclosure in the Texas Open Records Act, Texas Local Government Code §552.

47. Public Works

Constructing, altering, or repairing a public building or carrying out or completing any public work.

48. Purchase Order

A written order by the Purchasing Department for the purchase of goods and services on the County's standard Purchase Order and which, when accepted by the vendor without qualification becomes a contract. The vendor agrees to deliver and invoice for goods or services specified, and the County commits to accept the goods or services for an agreed upon price.

49. Purchasing

The act, function, and responsibility for the acquisition of goods and services including construction, professional and personal services.

50. Purchasing Act

Chapter §262 of the Texas Local Government Code, which governs the conduct of purchasing activity for counties.

51. Purchasing Agent

The individual employed as / hired by and reporting to the Commissioners Court.

52. Procurement Card (P-Card)

A type of credit card used for smaller purchases to achieve greater cost efficiency, control, and convenience on low dollar amount purchases.

53. Procurement Card Holder

County employee who has been issued a P-Card and who is authorized to make purchases in accordance with purchasing card procedures.

54. Procurement Card Program Administrator

Located in the County Purchasing Department and is responsible for processing Cardholder applications and agreements, issuing P-Cards, providing training to Cardholders, assisting Cardholders with inquires, monitoring P-Card usage, and revoking Cardholder privileges when necessary.

55. Purchasing Department

Williamson County Purchasing Agent and staff.

56. Purchasing Laws

The laws that govern county purchasing.

57. Purchasing Origination Application

Purchasing approval workflow implemented in SharePoint to maintain internal controls and capture approvals beyond Oracle Requisitions and Purchase Orders.

58. Quick Quote

The process available through Euna for end user departments to issue requests for quote from suppliers for goods and services less than $100,000.00.

59. Renewal

The mutually agreed upon renewal of a term or terms within a contract.

60. Request for Information (RFI)

A general request to contractors for information for a potential future solicitation which is used as a research and information gathering tool for preparation of specifications and requirements. An RFI must be issued by the Purchasing Department.

61. Request for Proposal (RFP)

A document requesting an offer be made by a vendor, which allows for negotiations after a proposal has been received, but before award of the contract for goods and services procured in compliance with Texas Local Government Code §262.0295 or §262.030.

62. Request for Competitive Sealed Proposal (RFCSP)

A document requesting an offer be made by a vendor, for the construction, rehabilitation, alteration or repair of a facility which allows for negotiations after a proposal has been received, but before award of the contract for said construction services procured in compliance with Texas Government Code §2269.151 SUBCHAPTER D.

63. Request for Statement of Qualifications (RFSQ)

A document that requests details about the qualifications of professionals whose services must be obtained in compliance with the Professional Services Procurement Act, Texas Government Code, Chapter §2254 and the Procedures for Professional Services Procurement put forth by the County Auditor's office.

64. Requisition

A request from an end user department to buy goods or services submitted through Oracle. After internal compliance review and approval, it is used to create a purchase order that can be sent to a supplier by the end user department. This automated form is for **internal use and cannot be used by a department to order materials directly from a vendor**.

65. Respondent

A business entity or individual that is submitting a bid or proposal to a request for quote or formal solicitation.

66. Responsive

A vendor who has complied with all material aspects of the solicitation document, including submission of all required documents.

67. Responsible

A vendor who has the demonstrated capability to perform fully and deliver in accordance with the contract requirements based on consideration of past performance, financial capabilities, and business management.

68. Reverse Auction

A method for procurement in which the roles of the buyer and the seller are reversed to drive purchase prices down.

69. Sealed Bids

Competitive bids required to be advertised in a newspaper and submitted to the Purchasing Department in a sealed envelope or electronically via encrypted method.

70. Separate Purchases

Purchases made in a series of separate, component purchases for goods and services that in normal purchasing practices would have been purchased in one purchase.

71. Sequential Purchases

Purchases made over a period of time that in normal purchasing practices would be made as one purchase.

72. Services

Includes all work or labor performed for the County on an independent contractor basis, including maintenance, construction, manual, clerical, personal or professional services.

73. Simple Bid

The process available through Euna for end user departments to issue requests for quote from suppliers for goods and services less than $100,000.00, also referred to as a Quick Quote.

74. Single Purchase Limit

A dollar amount placed on P-Cards per transaction as established by the end user department head and identified in this policy document.

75. Sole Source Good or Service

A good or service that can be obtained from only one source that is purchased in compliance with Texas Local Government Code §262.024 (a)(7) and (c).

76. Solicitation

A document (such as an IFB, RFP, RFSQ, RFCPS, or RFI) or Reverse Auction issued by the Purchasing Department that contains terms and conditions for a contract to solicit a response from vendors to provide goods or services needed by the county.

77. Solicitation Threshold

Means a planned expenditure or contracting requirement that will reach or exceed $100,000.00 which requires a competitive solicitation process, cooperative or interlocal purchasing path and approval by the Commissioners Court in accordance with Texas Local Government Code §262.

78. Specifications

A concise description of a good or service that an end user department seeks to buy and the requirements that the respondent must meet to be considered for the award. A specification may include but is not limited to quantities, requirements for testing, inspection, delivery and installation. The specification is the total description of the item or service to be purchased.

79. Supplier

A business entity or individual that seeks a contract to provide goods or services to the County.

80. Survivability

Ensures that certain provisions of a contract will remain in effect even after the agreement has expired or been terminated.

81. User Department

All county departments, precinct offices, and district offices when the purchases are funded even partially with County funds. The department from whose budget the contract will be paid.

82. Vendor

A business entity or individual that has a contract to provide goods or services to the county.

4. ROLES, RESPONSIBILITIES AND PROCESS

All users are required to adhere to this policy when seeking to purchase goods and services for Williamson County. Managers are required to inform all employees needing purchasing permissions of this policy and ensure each employee fully understands and undertakes to comply with this policy.

In the Williamson County hybrid purchasing environment, End User Departments are responsible for knowing what goods and services they require to manage their department. Specific procurement decisions are designated to End Users while top authority to administer the process and approve certain procurements is maintained by the Purchasing Department. In general, the procurement process is as follows:

1. **Budgeting**

   End User makes budget requests in coordination with the Budget Office. The Commissioners Court approves the budget requests annually.

2. **P-Card**

   End Users may use assigned P-Cards to make small purchases at the time of sale within approved budget parameters.

3. **Department / End User Purchasing Request**

   For larger or more complex purchases several steps are required:

   - Determines requirements;
   - End users submits a requisition through Oracle;
   - End user submits an Origination Ticket referencing the requisition.

4. **Purchasing**

   The Oracle Requisition and Origination Ticket provide the Purchasing staff the information needed to determine compliance and obtain the required approvals to process the purchase. Purchasing staff is responsible for determining and verifying a compliant purchasing path.

   Requisitions encumber funds from the noted budget line in Oracle. Once approved, a Purchase Order may then be issued and sent to the End User.

5. **Contract Review**

   Three scenarios require review beyond purchasing compliance. Review is conducted by the Contract Audit and the General Counsel Office to protect the County from risk. Review is required if:

   - Vendor quote / proposal is $50,000.00 or higher; or
   - Purchase requires on-property services; or
   - Vendor quote / proposal requires a signature.

In this setting, the contract review team may request changes to the vendor quote / proposal prior to processing. Additional contracting documentation may also be requested.

6. **Commissioners Court**

   Commissioners Court approval is required when purchasing $100,000.00 and higher or those contracts requiring a signature at any amount.

7. **Purchase Order**

   End Users send the Purchase Order to their vendor and manage vendor performance.

8. **Invoice Submittal**

   End Users review, sign, and submit approved invoices to the Accounts Payable Department.

9. **Auditor / Accounts Payable**

   Processes the invoice for payment.

10. **County Treasurer**

    Issues payment for approved invoices.

5. PROCUREMENT PLANNING AND TURNAROUND TIMES

It is important that enough time is allowed for a purchasing request to allow for proper planning and specification of goods and services. Advance planning allows for the best goods and services to be purchased through fair and open competition. As soon as the need arises, the End-User Department should clearly identify the requirements and quantity of the goods or services needed as well as the time frame in which they need to be delivered.

5.1 Annual Meeting

The Purchasing staff will schedule an annual meeting with each department during the final stages of the budgeting process to review upcoming purchases for the year and contract expiration timelines with the goal of staying ahead of expiration dates.

5.2 Processing and Cycle Times

Purchase requests are addressed in the order in that they are received for over 67 departments. Estimated processing times and service level goals are as follows:

- Routine purchases have a cycle time of five to seven business days from acceptance of the Origination ticket to the issuance of a Purchase Order if purchase does not require additional approvals, verification, or contract review.
- Formal solicitations have a cycle time of 90 to 120+/- days from authorization to issue advertising from the Commissioners Court. This can vary with the complexity of the solicitation. Large scale or technology procurements may have a cycle time of six-to-twelve months.
- Complex purchases and contracts may require a longer processing time for contract negotiation.
- The County Auditor and Commissioners Court require various purchasing related quotes or proposals from suppliers or consultants be reviewed by the County's Contract Audit and General Counsel teams to assure the maximum protection for the County in business transactions.

Contract Audit and General Counsel, referenced internally as the review teams, shall review vendor proposals when a purchase request is:

- $50,000.00 and higher.
- On-property services at any amount.
- Vendor quote requires a signature.

This process is facilitated through the Origination platform for goods and services and through e-mail for construction related contracts.

Although unforeseen circumstances may delay an initial review, End Users can anticipate approximately seven-to-ten-day initial turnaround time to receive initial feedback from the Contract Audit and General Counsel offices in Origination when contract review is required. This review is not is not required for P-Card purchases.

End Users may seek legal advice from General Counsel. Legal questions or advice shall continue to be directed to the General Counsel office.

End Users shall communicate with their Purchasing Specialist on purchasing requirements or contract review status or other non-legal topics.

6. AGENDA PLACEMENT AND DOCUMENTATION REQUIREMENTS

Items requiring Commissioners Court approval include:

- Purchases $100,000.00 and higher.
- Contracts, quotes, or proposals requiring a Williamson County signature.

6.1 Redaction

Confidential or identifying details on quotes that can cause a security risk to the County shall be redacted according to the Williamson County redaction policy. End Users must submit BOTH an unredacted and a redacted copy of any quotes, SOWs, and contracts to the Purchasing Department through Origination if the purchase needs the approval of the Commissioners Court. It is the responsibility of the End User Department to redact and provide this document. The Purchasing Department will then place the redacted item on the agenda.

Link

Redaction Policy

6.2 Texas Ethics Commission Form 1295 – Certificate of Interested Parties

Before an applicable contract may be submitted to the Commissioners Court for consideration, the vendor must first create and file the Form 1295 with the Texas Ethics Commission (TEC) through the Commission's website. The vendor must then supply to the County a signed copy of the Form 1295 at the time the vendor signs and / or submits a signed contract to the County. A new filing must be completed for each awarded contract (new, amended, extended, or renewed) requiring Commissioners Court approval, including formal solicitations, solicitation exemptions, co-op purchases, and Purchase Orders that must be approved by Commissioners Court.

Form 1295 shall accompany every contract requiring Commissioners Court agenda approval. The Purchasing Department provides guidance on this process as exceptions apply to some businesses and / or individuals.

The Purchasing Specialist will assign and provide a contract number to the item and provide the instructions for the vendor in the Origination ticket. The End User will provide this information to the vendor. Once the signed from 1295 is received back from the vendor and placed within the ticket, the Purchasing Specialist can complete the filing process and include the form with the contract for the submission to the Commissioners Court.

AUTHORITY: Texas House Bill 1295; Government Code §2252.908.

6.3 Consent vs. Regular

As a general rule, purchase requests less than $100,000.00 are placed on the consent agenda and purchase requests $100,000.00 and above are placed on the regular agenda.

6.4 Agenda Item Submission Deadlines

The purchasing item deadline for a Tuesday Commissioners Court meeting is Tuesday at 12:00 p.m. two (2) weeks prior to the agenda meeting. This is seven (7) business days prior to the agenda posting, which is Thursday mornings. Item must be complete in order to submit to the Commissioners Court agenda.

A "completed" item has received all pre-approvals through Origination, purchasing compliance approval, contract review, vendor signature (if needed) and the signed TEC Form 1295.

Exceptions will only apply to emergencies and must be communicated via email to the Purchasing Agent clearly marked as emergency and with a justification. An email to the Purchasing Agent with "EMERGENCY" in the subject line and in the Origination Ticket title will help draw attention to the issue.

Deadline Example

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					1	2
3	4	5 Purchasing Item Deadline 12:00 PM	6	7	8	9
10	11	12	13 Judge's Office Deadline 8:00 AM	14 Agenda Posted to Public 8:00 AM	15	16
17	18	19 Commissioners Court Meeting 9:30 AM	20	21	22	23
24	25	26	27	28	29	30
31						

7. ORIGINATION AND PRE-APPROVALS

Origination is the Purchasing Department workflow platform. This ticketing system is used to initiate all purchasing requests that require a requisition and purchase order, purchasing contract review, sole source consideration requests or formal solicitations. It is used in tandem with Oracle to move purchase requests forward.

This platform assists with gathering all necessary information to verify and coach on a compliant purchasing path, support internal controls for approvals, and notify relevant departments of the upcoming purchase. This system also is the repository for all purchasing documentation.

Purchase Orders, after being emailed to the End Users, are also placed within the Origination ticket and marked “Duplicate” to prevent double ordering.

Some categories of purchases require additional approval prior to proceeding. Origination supports the automation of these additional requirements. These include but are not limited to:

1. **Special Funds**

   Technology Funds, Grants, and Project Fund review.

2. **HIPAA and Secure Information**

   To include:

   - **Personally Identifiable Information (PII):** Such as name, social security numbers, email address, or phone numbers;
   - **Financial Information:** Details related to banking, credit cards, or other financial accounts;
   - **Protected Health Information (PHI):** Electronically protected health information.

3. **Technology**

   To include software, apps, cloud services, hardware, cellular services, computers, tablets, keyboards, and other peripherals, mobile devices, servers, network infrastructure, displays, copy / print / scan devices, audio-visual equipment, camera systems, wireless radio equipment.

4. **Human Resources**

   Staffing, insurance, day laborers, counseling and benefits.

5. **Vehicles**

   Vehicles, equipment and rolling stock.

6. **Furniture**

   Furniture of all types.

7. **Risk Related**

   Insurance claim or policy transactions.

Origination also captures information needed for contract review to include:

1. **Contract Review Information**

   To include, but not limited to:

   - Vendor contract history;
   - Oracle supplier number;
   - Desired contract term;
   - Not-to-Exceed amount; and
   - Desired completion date.

8. COMMODITY CODES

The National Institute for Public Procurement (NIGP) created a universal numbering code to identify commodities and services in procurement systems. The NIGP released the first version of the NIGP Code in 1984. Since then, the NIGP Code has been utilized by thousands of government users, and it continues to grow.

The five-digit NIGP codes are utilized by the State of Texas and Williamson County. Those authorized to make purchases on behalf of the County will need to know their purchase commodity code when submitting a requisition through Oracle. The NIGP codes are used to track spending levels and buying trends for compliance purposes. The commodity code for goods and services is required in Oracle for requisitions.

Link

Commodity Code Book .xlsx

9. REQUISITIONS AND PURCHASE ORDERS

9.1 General Information

Williamson County utilizes Oracle as its financial Enterprise Resource Planning (ERP) system. This system shall be used by departments to enter requisitions in advance of any purchase on behalf of the County. Purchasing requisitions are required by law and the amount of requisitions per commodity code is monitored by the Purchasing Department staff to assure the category does not exceed the $100,000.00 formal bidding threshold requirement.

Authority to submit and approve requisitions is established according to the Oracle Purchasing Permissions Policy. This policy is aligned with the dollar amount purchasing permissions established by the Commissioners Court. The policy also outlines the process of an Annual Baseline exercise that verifies all permissions and approval routing in the system once per year.

Link

Oracle Purchasing Permissions Policy

A purchasing requisition is one of the first steps in the organization's purchasing process. The requisition logs the request, the budget line item, and the amount of the request as well as the details of the service or item to be purchased and the delivery instructions. End Users are required to enter the requisition into Oracle and submit for purchasing compliance review and approval. Additional approvals are required based on amount, type and funding source of the purchase.

Once approved, the requisition is converted into a purchase order (PO) by Purchasing Department staff which can be used to place an order with a supplier. End Users are responsible for sending the PO to their supplier. The PO represents a contract with the vendor utilizing the department's budget, unless a subsequent agreement has been executed by the County.

This record is then used to track the expenditure of the department's budget and for reference when a supplier submits an invoice.

AUTHORITY SEC. 113.901. REQUIREMENTS FOR APPROVAL OF ACCOUNTS AND REQUISITIONS: (a) Except as provided by Subsection (c), a county auditor may not audit or approve an account for the purchase of supplies or materials for the use of the county or of a county officer unless a requisition, signed by the officer ordering the supplies or materials and approved by the county judge, is attached to the account. The requisition requirement is in addition to any other requirements of law.

9.2 Blanket Purchase Orders

A blanket purchase order can be established to support routine, repetitive purchases from one supplier. Invoicing can be submitted against that one PO throughout the year.

9.3 Judge's Approval Form

In the event a non-compliant purchase is made on behalf of the county, a County Judge's Approval Form shall be submitted to the County Judge's Office for consideration and approval of payment. This form is located on the County Auditor's portal.

9.4 Terms and Conditions

Williamson County has standardized Purchase Order Terms and Conditions that accompany all purchase orders. This document can be viewed on the Purchasing Department website at:

Purchase Order Terms and Conditions

9.5 No Purchase Order Required (Categories)

Exceptions to the purchase order requirement are as follows. A purchase order is not required for:

- Purchases on a Procurement Card P-Card or Utility Payment Card;
- Postage, except for rental / lease fees for postage machines;
- Travel and / or training;
- Shipping if not included on purchase order;
- Bonds;
- Subscriptions / Publications (non-software purchases, to include Internet subscriptions) ;
- Statutorily required newspaper advertising;
- Notary Fees;
- Certifications and memberships;
- Utilities (i.e., electricity; natural gas; water; sewage; broadband internet, both fixed-line and mobile; telephone and cable service; etc.) ;
- Tort claims;
- Health benefits payments;
- Court related fees;
- Risk management premiums;
- Appraisal district fees;
- Indigent assistance (rent / utilities, court-appointed attorneys, etc.) ;
- Licenses and permits;
- Refunds;

- Employee reimbursements (Reimbursement Form must be submitted to the Auditor's Office with proper documentation);
- Court-appointed attorney fees and related expenses mandated by the Court, Investigative Services, Psychological Evaluations, Transcription services (to include Transcripts), Substitute Court Reporters, Statement of Facts, Interpreter Services, Guardianship and Ad item expenses;
- Professional services.

10. STRATEGIC PLATFORM, COUNTYWIDE CONTRACTS AND MULTI-YEAR CONTRACTS

Williamson County operates within a hybrid purchasing model where the Purchasing Agent retains the authority to recommend to the Commissioners Court to consolidate a commodity or service category to best suit the County. These recommendations are made to reduce costs and purchasing work cycles across the County. Recommendations for multi-year contracts may also be recommended.

10.1 Countywide Contracts

The Purchasing Agent may recommend the consolidation of a category to create a countywide contract when numerous departments are contracting for the same commodity or service and the total spend is exceeding $100,000.00 per year on a regular basis.

Current Countywide Contracts

- Multifunction devices (copy / print / scan);
- Vehicles;
- Temporary Labor.

10.2 Multi-Year Contracts

The total contract commitment (not fiscal spend) over the term of the contract shall be tracked. If $100,000.00 is being spent regularly, the Purchasing Agent may require a solicitation and subsequent multi-year contract be established.

10.3 Master Service Agreements

A master service agreement is a comprehensive contract that establishes the general terms and conditions for an ongoing business relationship between a service provider and the county. It serves as a framework for future work orders, streamlining the process, and avoiding the need to negotiate terms repeatedly for each project. An annual spending threshold of $500,000.00 per year or for the term of the agreement, or utilizing a cooperative, has been approved by the Commissioner's Court.

11. COMPETITIVE BIDDING, SPEND LEVELS AND APPROVAL REQUIREMENTS

11.1 Up to $4,999.99

- Authorized P-Card holders may make purchases up to $4,999.99 per month using their P-Card. All P-Card and Utility Card purchasing policies apply.

11.2 Up to $19,999.99

- One written or verbal quote is required. Record of the quote shall be kept with the End User and submitted into Origination for compliance review. Euna may be used to obtain a Quick / Quote (Simple Bid) to facilitate this process; or
- An approved cooperative purchasing contract or Interlocal purchasing agreement may also be used.

11.3 $20,000.00 to $99,999.99

- Three written quotes are required. Record of the quotes shall be kept with the End User and submitted into Origination for compliance review. Euna may be used to obtain a Quick / Quote (Simple Bid) to facilitate this process.
- An approved cooperative purchasing contract or Interlocal purchasing agreement may also be used.
- In some scenarios, certain exemptions may apply.

11.4 $100,000.00 and Above

- A formal solicitation may be required.
- An approved cooperative purchasing contract agreement may be used not to exceed $500,000.00 without the written approval of the Purchasing Agent and approval of the Commissioners Court.
- An interlocal purchasing agreement may be used; or
- In some scenarios, certain exemptions may apply.

AUTHORITY: SEC. §262.027. AWARDING OF CONTRACT: (a) The officer in charge of opening the bids shall present them to the Commissioners Court in session. Except as provided by Subsection (e), the court shall: (1) Award the contract to the responsible bidder who submits the lowest and best bid; (2) Reject all bids and publish a new notice.

11.5 Quick Reference Guide (non-emergency purchases)

Under $19,999.99	• One quote is required. • Department submits a requisition for compliance and review and approval. • A county procurement card may also be used for payment if policy permits.
$20,000.00 to $99,999.99	• A co-op vendor may be used. • If no co-op, three quotes are required. • Department selects vendor, submits a requisition for compliance review and approval.
$100,000.00 and Over	• A co-op vendor may be used up to $500,000.00. • A formal solicitation may be issued by the Purchasing Department. • A contract may be negotiated. • Commissioners Court approval is required. • Special procedures are in place for Engineering and Construction projects.

11.6 Split Purchases and Criminal Penalties

The following strategies, as defined in Texas Local Government Code 262.022, that are utilized with the intention of avoiding formal competitive bidding are in violation of Texas Local Government Code 262.023 and are considered a Class B misdemeanor:

- **Component Purchases** means purchases of the component parts of an item that in normal purchasing practices would be purchased in one purchase.
- **Separate Purchases** means purchases, made separately, of items that in normal purchasing practices would be purchased in one purchase.
- **Sequential Purchases** means purchases, made over a period, of items that in normal purchasing practices would be purchased in one purchase.

AUTHORITY: SEC. §262.034. CRIMINAL PENALTIES: (a) A county officer or employee commits an offense if the officer or employee intentionally or knowingly makes or authorizes separate, sequential, or component purchases to avoid the competitive bidding requirements of Section 262.023. An offense under this subsection is a Class B misdemeanor. (c) A county officer or employee commits an offense if the officer or employee intentionally or knowingly violates this subchapter, other than by conduct described by Subsection (a). An offense under this subsection is a Class C misdemeanor.

11.7 Cumulative Aggregate Contract Amount of $100,000.00 or More

If cumulative purchases for a single commodity code are anticipated to exceed $100,000.00 annually, a formal competitive solicitation is required, a cooperative purchasing contract, or interlocal purchasing agreement shall be used to establish a multi-year departmental or Countywide contract. The Purchasing Agent maintains the authority to coordinate, establish and assign these contracts to a department to administrate with the approval of the Commissioners Court. ERP system reports are run on a regular basis to help identify these spend patterns.

Repetitive purchases year-after-year of a single commodity code approaching $100,000.00 each year may be subject to a formal solicitation request from the Purchasing Agent.

Contract Amount Determination Policy

Total contract award over the total contract term, to include renewals, shall determine the award amount and solicitation requirements.

EXAMPLE #1

A $15,000.00 per year contract awarded for three years shall be considered a $45,000.00 contract award, requires competitive quotes (not a formal solicitation) and will require Commissioners Court approval [only] if a signature is required.

EXAMPLE #2

A $40,000.00 per year contract awarded for three years shall be considered a $120,000.00 contract award and requires a solicitation, cooperative contract or interlocal purchasing agreement and shall require Commissioners Court approval.

11.8 Contract Term Dates

The Purchasing Department supports defined contract term dates to assure compliance with The Purchasing Act. Contracts without an end date are discouraged.

12. EXEMPTIONS TO COMPETITIVE BIDDING

Several types of goods and services may be exempted from competitive bidding if the Purchasing Agent approves and recommends the exemption and the Commissioners Court, by order, grants the exemption. The following is a comprehensive list of those exemptions.

- An item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county.
- An item necessary to preserve or protect the public health or safety of the residents of the county.
- An item necessary because of unforeseen damage to public property.
- A personal or professional service.
- Any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three-month period.
- Any land or right-of-way.
- An item that can be obtained from only one source [sole source], including:
    - Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;
    - Films, manuscripts, or books;
    - Electric power, gas, water, and other utility services; and
    - Captive replacement parts or components for equipment.
- An item of food.
- Personal property sold:
    - At an auction by a state licensed auctioneer;
    - At a going out of business sale held in compliance with Subchapter F, Chapter 17, Business and Commerce Code; or
    - By a political subdivision of this state, a state agency of this state, or a entity of the federal government.
- Any work performed under a contract for community and economic development made by a county under Section 381.004.

- Vehicle and equipment repairs.

AUTHORITY: SEC. §262.024. DISCRETIONARY EXEMPTIONS: (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section §262.023 if the Commissioners Court by order grants the exemption.

13. SOLE SOURCE PURCHASES AND REQUIREMENTS

Sole Source suppliers are defined as an item or service that can be obtained from only one source. The Purchasing Department requires the following documentation submitted through Origination when requesting sole source consideration and exemption for a purchase. Purchasing Agent approval is required for a sole source recommendation to the Commissioners Court:

- Signed letter of explanation, justification, and recommendation from the requesting Department Head or Elected Official.
- Written quote from vendor.
- Letter of justification from the vendor on company letterhead and signed by an authorized representative establishing why they are a sole source.
- Notarized sole source affidavit completed by the vendor on vendor's letterhead.
- If a Technology related purchase, written approval from Information Systems Department.
- If a Human Resources related purchase, written approval from Human Resources Department.

Upon receipt of the documents and determination that a sole source purchase may be justified, a Request for Information (RFI) is posted in Euna publicly for 14 days by the Purchasing Department to inform vendors of the intent to award a sole source purchase. If no vendor responses are received, the Purchasing Agent drafts a sole source certification letter which must be approved by the Commissioners Court. If approved by the Commissioners Court, the sole source designation is valid for three (3) years at which time the designation expires.

By law, sole source goods and services require a signed statement from the Purchasing Agent as to the existence of only one source, specifically noting which type of listed sole source good or service is being purchased noting Section 262.023 (a)(7)(A),(B),(C)or(D). The statement will be submitted for acceptance by Commissioners Court and must be reflected in the Court's meeting minutes.

AUTHORITY: SEC. §262.024: (c) If an item exempted under Subsection (a)(7) is purchased, the Commissioners Court, after accepting a signed statement from the county official who makes purchases for the county as to the existence of only one source, must enter in its minutes a statement to that effect.

14. SPECIFICATIONS

14.1 Purpose

A specification shall provide the precise description of the physical characteristics, quality, or desired outcomes of a commodity or service to be procured, which a vendor must be able to produce or deliver to be considered for award of a contract. The purpose of any specification is to provide the Purchasing staff with clear guidelines from which to purchase and to provide vendors with a minimum, acceptable standard for goods or services. A well-written specification has four characteristics:

- It establishes the minimum acceptability of the goods or services.
- It promotes competition.
- It contains provisions for reasonable tests and inspections for acceptability of the goods or services.
- It provides for an equitable award to the lowest and best bid from a responsible bidder.

An effective specification should be simple, clear and accurate.

14.2 Responsible Party

Specifications are the responsibility of the department and End User. Departments are considered the subject matter expert in what is required to run and administrate their department and understand the contracts that they require. Draft specifications for department-specific purchases must originate from the department or designee. Final review and acceptance of the specifications rests with the Purchasing Department staff.

14.3 Types of Specifications

There are a number of specification types that will be used by the Purchasing Department. They include:

1. **Design**

   A detailed description of goods or services, including such things as details of construction or production, dimensions, chemical composition, physical properties, materials, ingredients, and all other details needed for the provider to produce goods and services of minimum acceptability. Design specifications are usually required for construction projects, certain produced goods, and for many services.

2. **Performance**

   Where the goods or services are described in terms of required performance. They may include such details as required power, the strength of the material, test methods and standards of acceptability, and recommended practices or processes. This type of specification is used most often for capital equipment or services contracts.

3. **Brand Name or Equal**

   A brand name specification lists goods or services by brand name, model, and other identifying specifics. Products equal to the characteristics of the named brand are specified as acceptable. Other manufacturers may provide a nearly identical good under their own brand name. This specification will also clearly state “or equal” in the quote or solicitation release.

4. **Industry Standard**

   This is one of the simplest specifications available. All goods made to an industry standard are identical, regardless of manufacturer, and will result in the acquisition of goods of uniform quality. An example is the UL standard for electrical products.

14.4 Euna Community Specification Library

Williamson County utilizes Euna as its competitive solicitation platform. The platform features a Community Projects tab where end users may access other agencies’ solicitation packages. Access to this feature requires permissions which can be requested through ServiceNow Asset Management:

Link

Euna Community

Past Williamson County solicitations can be accessed through the Euna vendor portal, located on the Purchasing Department external website:

Link

Williamson County Past Solicitations

This access is available without Euna permissions.

15. FORMAL SPECIFICATIONS FOR PURCHASE $100,000.00 AND ABOVE

15.1 Overview

A solicitation is a competitive request for supplier participation. "Solicitation" is the overall term which contains "Invitation for Bids (IFB)", "Requests for Proposals" (RFP), "Requests for Statements of Qualifications" (RSFQ) among several other formats. The Williamson County solicitation policy aligns with all aspects of Texas Local Government Code 262.

A competitive solicitation means the process of inviting and obtaining responses or "bids" from competing suppliers by which an award is made to the lowest responsible respondent meeting written specifications.

The term, **"formal solicitation"** will be used in this policy, and is generally used in public purchasing, when the bidding process, in compliance with Texas Local Government Code, 262.023, is utilized to establish a contract of $100,000.00 or higher and requires approval by the Commissioners Court.

Competitive solicitations are utilized to promote competition, prevent favoritism and secure quality goods and services at the lowest and best price. Further, the purpose of competition is to provide those suppliers that seek to do business with the county a fair and equitable opportunity to do so. The use of a standard, visible and consistent procurement processes provides the public with assurance that their tax dollars are being spent properly and in compliance with laws and regulation.

The Purchasing Agent has the authority recommend to the Commissioners Court which type of solicitation best suits the procurement need.

Solicitation awards must BE APPROVED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

AUTHORITY: SEC. §262.027. AWARDING OF CONTRACT: (a) The officer in charge of opening the bids shall present them to the Commissioners Court in session. Except as provided by Subsection (e), the court shall:

(1) Award the contract to the responsible bidder who submits the lowest and best bid.

(2) Reject all bids and publish a new notice.

A formal "sealed response" solicitation will be used to goods and services expected to exceed $100,000. The process will solicit responses from vendors in response to the County's requirements and will outline contractual terms and conditions.

15.2 General Process Overview

- Origination ticket submitted to Purchasing Department along with written specification.
- Purchasing staff reviews and provides insight and recommendation to specification if necessary.
- Purchasing Department submits to Commissioners Court for approval to release and request to advertise.

- Determination of review and / or scoring committee.
- If approved, newspaper advertising [notice] for two consecutive weeks, typically two consecutive Sundays.
- Advertising is placed in the Williamson County Sun which is the County's designated newspaper.
- Release in Euna solicitation portal and State of Texas Electronic State Business Daily (ESBD).
- Vendor lists are also pulled from the State of Texas Centralized Master Bidders List.
- Pre-bid conference, non-mandatory or mandatory (mandatory requires in-person meeting).
- Questions and answers collected and responded to in Euna.
- Collection of responses in Euna or hard copy.
- Opening of responses at designated time by Purchasing Specialist.
- Names of respondents read aloud.
- Pricing read aloud [only for Invitation to Bid solicitations].
- Non-Disclosure and Conflict of Interest Statements signed by evaluation committee.
- Committee meeting and review / evaluation of submittals.
- Determination of shortlisted respondents [only for RFP / RFQ / CSP solicitations]:
    - In-person interviews of shortlisted respondents;
    - Determination of recommended award recipient;
    - Best and Final Offer requested (if appliable) from high scoring finalist;
    - Contract Negotiation and review by Contract Audit and General Counsel;
    - Signed final scoring matrix by scoring committee.
- Recommendation memo from Department Head.
- Contract recommendation to Commissioners Court.
- Commissioners Court approval or rejection of contract award.

15.3 eProcurement

The default method of receiving responses to a solicitation is Williamson County's eProcurement system, Euna. Solicitations issued through the eProcurement system are compliant with the following:

- The Commissioners Court of a county may by order require submission of bids or proposals under this subchapter through electronics transmission if the county makes available all technology necessary to submit a bid or proposal through electronic transmission to any person who submits a hard-copy bid or proposal in person.
- The Purchasing Agent, before receiving electronic bids or proposals, shall adopt rules in conformance with Section 262.0225 to ensure the identification, security, and confidentiality of electronic bids or proposals.

Williamson County may accept physical / hard copy bids or responses at its discretion that are submitted by the solicitation deadline.

AUTHORITY: SEC. §262.0225. ADDITIONAL COMPETITIVE PROCEDURES.

AUTHORITY: SEC. §262.0235. PROCEDURES ADOPTED BY COUNTY PURCHASING AGENTS FOR ELECTRONIC BIDS OR PROPOSAL.

15.4 Notice Requirement

The solicitation will be published by the Purchasing Department. A notice of the intended purchase must be published at least twice within a two-week period by a newspaper of general circulation in the County, with the first day of publication occurring before the 14th day before the date of the bid opening. Williamson County's newspaper of record is the Williamson County Sun.

AUTHORITY: Texas Local Government Code 262.025.

15.5 Release of Solicitation

Williamson County releases all formal solicitations through Euna to the appropriate NIGP codes to reach all available suppliers. The Purchasing Department assists with identifying the relevant NIGP codes. The release list is often augmented by utilizing the State of Texas Central Master Bidders list database and the Electronic State Business Daily release platform. This strategy allows hundreds of suppliers to be notified of the opportunity.

The Contract Audit team shall review all solicitations for goods and services prior to release.

The General Counsel office shall review all construction solicitations prior to release.

15.6 Receipt of Responses

The following procedures will be adhered to when receiving responses to solicitations:

- All responses will be received by the Williamson County Purchasing Department through its eProcurement system or via mail or physical delivery.
- The eProcurement system, Euna, will timestamp each response upon submission.
- Responses will not be accepted after the deadline stated in the solicitation. The bids, responses, or offers will stored digitally in the eProcurement system and will remain sealed until digitally opened on the advertised date and time by the Purchasing Department.
- Physical receipt of bids or responses:
    - In the event that Purchasing accepts physical bids or responses on a particular solicitation, all bids or responses will be stamped with the time and date received. The "Date Stamp Clock" in the Purchasing Department will serve as the official time clock for the purpose of identifying the date and time bids were received in the Purchasing Department;
    - All bids received after the opening time will be returned unopened to the bidder with a letter from the Purchasing Agent notifying the bidder that the submitted bid was received after the due date and time. The Purchasing Department will record the name of the vendor's representative submitting the bid, as well as the time and date the bid was submitted. If a bid is received by mail, express mail, or courier, the delivery method will be reflected in the record;
    - After bids are received, a secure place will be provided by the Purchasing Department for holding the bids until the opening date.

15.7 Solicitation Response Due Date Extensions

Williamson County Commissioners Court has delegated the authority to the Purchasing Agent to issue a solicitation deadline extension if needed.

Solicitation deadline extensions are issued to enhance competition and provide a fair and favorable environment for suppliers to submit a response. With this goal in mind, if a situation warrants a deadline extension, it shall be granted. The acceptable reasons for a deadline extension are outlined herein. Documentation shall be kept on file noting the reason for the extension. Documentation must contain the approval of the Purchasing Agent or Deputy Purchasing Agent.

All supplier responses, including those received prior to an extension being made, shall all be opened at the same time.

Due Date Extensions

A notice of a proposed purchase deadline extension must be published at least once a week for two consecutive weeks in a newspaper of general circulation in the county, with the first day of publication occurring at least 14 days before the date of the bid opening. Advertisements shall run on Sundays.

Reasons for Extension

Solicitation Deadline Extension Reason(s) Code Chart

1. Change or Clarification in Specification	1A. Substance change in specification provided by Williamson County End User.
2. Administrative	2A. Change in process, staffing or other administrative issue necessitates an extension.
3. Emergency / Natural Disaster	3A. Emergency or natural disaster may prevent regional suppliers from submitting a response and prevent county staff from being able to participate in the solicitation administration.

Process

Purchasing staff shall complete the Solicitation Deadline Extension Approval form, obtain the required signatures, place the notice as required, adjust the deadlines in the electronic bidding platform, and keep documentation of the extension approval in the solicitation archive files.

AUTHORITY: SEC. §262.26 OPENING OF BIDS: (a) The county official who makes purchases for the county shall open the bids on the date specified in the notice. The date specified in the notice may be extended if the Commissioner Court determines that the extension is in the best interest of the county. All bids, including those received before an extension is made, must be opened at the same time. The Commissioners Court may adopt an order that delegates the authority to make extensions under this subsection to the county official who makes the purchases for the county.

15.8 Ex Parte Communication

Communication between respondents, to include suppliers or consultants, and departments / end users is prohibited during a formal solicitation process. Supplier or consultant communication shall take place with Purchasing staff only in this setting. This policy exists to eliminate the perception of unfair dealings and favoritism. This communication is considered ex parte regarding the project, request for qualifications, or request for proposals or the procurement with any member of the governing body or with any department staff, advisors, contractors, or consultants involved in the procurement until a contract has been awarded by the Commissioners Court.

15.9 Pre-Solicitation Conference

If needed, the Purchasing Department will ensure that purchasing procedures are followed for a pre-solicitation conference. A conference of this nature is held to assist prospective respondents with questions they may have and provide insight into the project being described in the specifications. The user department will provide technical information and assist with vendor questions. Questions can be addressed during the conference or after the conference in writing and posted to the Euna solicitation portal so that all prospective respondents can see the information and a fair and competitive environment is provided.

Venue

A pre-solicitation conference can be held virtually via Williamson County TEAMS, in person at a Williamson County office or on a project or construction site to provide respondents insight into the project scope.

Purchasing will schedule the pre-solicitation conference and will assist in conducting the conference to the following extent:

- Coordinate with the End User on date, time and location of pre-solicitation conference.
- Determine of the pre-solicitation conference should be mandatory or non-mandatory. A Mandatory conference requires an in-person format.
- Publicize the meeting in the notice requirement and on the Euna solicitation portal.
- Have all representatives sign the attendance roster.
- Provide a brief introduction at the meeting describing the project title, magnitude, and performance period.
- Indicate whether there has been any addenda issued.
- Discuss the role of Purchasing in the procurement and administration process.
- Have the End User contact, project engineer or architect discuss the specifics of the project, if applicable, allowing for a question-and-answer session.
- Determine any issues discussed that require the issuance of an addendum. All addenda will be issued by the Purchasing Department and will post to the Euna solicitation portal at least 72 hours prior to the solicitation submittal deadline. Purchasing will be responsible for posting the addendum.

Mandatory Pre-Solicitation Conference

A mandatory pre-solicitation conference may be utilized to ensure that vendors become aware of important facts regarding the project at hand and enforce that only attendees be eligible for award, as stated in 262.027(f), which states, *"Notwithstanding any other requirement of this section, the Commissioners Court may condition acceptance of a bid on compliance with a requirement for attendance at a mandatory pre-bid conference under Section 262.0256."*

Per the Commissioners Court, mandatory pre-solicitation conference shall be hosted and attended in person. A virtual format is not permitted.

AUTHORITY: Texas Local Government Code 262.0256.

15.10 Public Opening of Responses

IFB

Bids received from an IFB solicitation will be opened by the Purchasing Department and the preliminary pricing tabulation read aloud and publicly posted in Euna. Copies of preliminary bid tabulations may be downloaded from the eProcurement website. Note that preliminary bid tabulations are subject to change prior to award recommendation.

RFP and RFSQ and Other Non-IFB Solicitations

Sealed proposals in response to an RFP or RFSQ will be unsealed by the Purchasing Department. Only the names of vendors submitting proposals will be read aloud and posted. The Purchasing Department will unseal the proposals on the date specified in the legal notice.

Proposals shall be opened to avoid disclosure of contents to competing Respondents and kept private during the process of negotiation. All proposals that have been submitted shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposals and identified as such, which will be kept closed pending a ruling by the Texas Attorney General.

15.11 Evaluation

IFB

The Purchasing Department will provide access to the designated End Users in Euna to evaluate all bids. The Purchasing Department will assist with a recommendation concerning the lowest responsible bid will be made to the Commissioners Court. Determination of lowest and best shall be based on:

- Price.
- Cost of repair and maintenance.
- Cost of delivery and handling.
- Compliance of goods and services with specifications.

- Vendor's financial stability, demonstrated ability to perform the scope of work, the vendor's safety record, if stated in the IFB, and the past performance of that vendor.

A signed memo from the Official, Department Head or Executive Manager of that End-User Department acknowledging recommendation of the proposed award will be included in the presentation to the Commissioners Court.

Disqualification of a response requires the written approval of the Purchasing Agent.

15.12 Lowest and Best

Purchasing staff members are typically considered non-voting members of any purchasing decision unless related to their department. The role of the purchasing staff is to provide oversight and facilitate the legally compliant process for purchase orders and contract award. Departments, End Users and selection committees have the responsibility of determining contract awards.

Contract awards shall be made to the lowest and best respondent except in a Professional Services procurement setting. Respondents must demonstrate their ability to perform the specified work by providing like-type and size work references.

AUTHORITY: SEC. §262.022. DEFINITIONS (5-a): "Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.

AUTHORITY: SEC. §262.027. AWARDING OF CONTRACT: (1) award the contract to the responsible bidder who submits the lowest and best bid.

Whenever the lowest bid received is not in the best interest of Williamson County, written justification for not selecting the low bid must be documented and provided to the Purchasing Agent prior to the item being placed on the court agenda. Purchasing Agent shall approve and agree with recommendation in this scenario.

Additionally, in an IFB setting, in the event that the low bid received is not recommended for award. The low bid respondent shall be provided the opportunity to present their ability to perform the work to the Commissioners Court.

AUTHORITY: SEC. §262.027. AWARDING OF CONTRACT: (c) A contract may not be awarded to a bidder who is not the lowest dollar bidder meeting specifications unless, before the award, each lower bidder is given:

(1) Notice of the proposed award.

(2) An opportunity to appear before the Commissioners Court and present previously unconsidered evidence concerning the lower bid as best, which may include evidence of the bidder's responsibility.

Request for Proposals (RFPs)

Under direct supervision and guidance of the Purchasing Department the evaluation process performed by the user department and the designated scoring committee. Evaluators shall use the evaluation factors and the points and weights specified in the RFP in evaluating the proposals. The Purchasing Specialist will provide guidance on the most effective scoring method to determine if a proposal meets the specification and to what degree and establish a fair evaluation process.

Typical evaluation factors include:

- Quality, availability, and adaptability of the supplies, materials, equipment, or contractual services to the particular use required.
- Number and scope of conditions attached to the respondent's proposal.
- Ability, capacity, and skill of the respondent to perform the contract or provide the service required.
- Whether the respondent can perform the contract or provide the service promptly, or within the time required, without delay or interference.
- Character, responsibility, integrity, reputation, and experience of the respondent.
- Quality of performance of previous contracts or services.
- Any previous or existing noncompliance by the respondent with specification requirements relating to information.
- The sufficiency of the financial resources and ability of the respondent to perform the contract or provide the service.
- The ability of the respondent to provide future maintenance, repair parts, and service for the use of the contract.
- Personnel qualifications.
- Demonstrated corporate experience and qualifications in performing work outlined in solicitation.
- Cost.

Additional general best value evaluation factors:

- Installation costs.
- Life cycle costs.
- Quality and reliability of the goods and services.

- Indicators of probable vendor performance under the contract such as past vendor performance, the vendor's financial resources and ability to perform, the vendor's experience or demonstrated capability and responsibility, and the vendor's ability to provide reliable maintenance agreements and support.
- Cost of any employee training associated with purchase.
- Effect of a purchase on agency productivity.
- Added value to the proposal.

15.13 Contract Award

IFBs

The Purchasing Agent will recommend contract award to the Commissioners Court in session. The Court shall, as defined in Texas Local Government Code §262.027(a):

- Award the contract to the responsible bidder who submits the lowest and best bid.
- Reject all bids and publish a new notice.

If two responsible bidders submit the lowest and best bid, the tie bid will be broken by coin flip. Accordingly, the County Judge shall oversee a coin flip to determine the successful vendor and shall prescribe a manner on who shall flip the coin. The first vendor listed on the tabulation sheet shall be "heads." The second vendor listed on the tabulation sheet shall be "tails." One to two impartial witnesses shall be on hand to determine the results of the coin flip. All participants shall certify the results by signing the tabulation sheet or a similar document.

A contract may not be awarded to a bidder who is not the lowest dollar bidder meeting specifications unless, before the award, each lower bidder is given notice of the proposed award and is given the opportunity to appear before the Commissioners Court to present evidence to refute the award recommendation in compliance with Texas Government Code 262.027(c).

After an award is made, a notice of award will be processed, with copies sent to the appropriate vendor and End -User Departments as outlined in Texas Government Code 262.027(c).

RFPs

The award of the contract shall be made by the Commissioners Court to the responsible vendor whose proposal is determined to be the best evaluated offer resulting from the established scoring criteria, the committee scores, finalist interviews and contract negotiation.

15.14 Negotiations and Best and Final Offer (BAFO)

All solicitation negotiations shall be supervised by the Purchasing Department. Any conversations with vendors in a formal solicitation setting must be in coordination with the Purchasing Department in attendance, and a member of that department should be present for all discussions with vendors. Departments contacting vendors without coordinating with the Purchasing Department risk jeopardizing the integrity of the County procurement process.

Negotiations may take place under the direct supervision of Purchasing staff and will be conducted as follows:

- The selection criteria in the request for proposal and the weighted value for those criteria in the request for proposal.
- Its ranking evaluation:
    - The governmental entity shall first attempt to negotiate a contract with the selected offeror;
    - If the governmental entity is unable to negotiate a satisfactory contract with the selected offeror, the governmental entity shall, formally and in writing, end negotiations with that offeror and proceed to the next offeror in the order of the selection ranking until a contract is reached or all proposals are rejected.

A Best and Final Offer (BAFO) can be requested under the direct supervision of the Purchasing Agent from the finalist(s) in an attempt to reach a contract.

15.15 No Responses to Solicitation

In the event that no responsive bids or proposals are received to a formal solicitation, Texas Local Government Code § 262.0225(d) states:

"A county that complies in good faith with the competitive bidding requirements of this chapter [Texas Local Government Code, Chapter 262, entitled Purchasing and Contracting Authority of Counties] and receives no responsive bids for an item may procure the item under Section 262.0245."

This statute requires the Commissioners Court and Purchasing Agent adopt procedures to the extent practicable under the circumstances, for the purchase of an item for which the county receives no responsive bid.

If the County has complied with the competitive bid process and no responsive bids were received, the Purchasing Department shall use the following procedures to satisfy the needs of the county:

- The same specifications that were used in the initial formal bid process will generally be used to obtain one quote from a vendor known to provide the needed goods or services.
- The requesting department shall provide the quote to the Purchasing Department.
- Purchasing will then review the quotes, terms, conditions, and requesting department recommendation.

- After review, Purchasing shall request placement of the request on the Commissioners Court agenda for consideration and approval. When approved by the Commissioners Court, the necessary purchase order will be issued not to exceed one year at which time the solicitation shall be reissued.

AUTHORITY: Texas Local Government Code §262.0245.

16. COOPERATIVE AND INTERLOCAL PURCHASING

In accordance with Texas Local Government Code Chapter 271, the county may participate in cooperative purchasing programs to increase efficiency in the purchasing process, generate cost savings through aggregated purchasing volume and reduce administrative costs. The county participates in the purchasing programs of various local, state, and national purchasing cooperatives.

16.1 Cooperative Contracts (No Professional Services Permitted)

Cooperative Contracts may not be utilized for professional services.

16.2 Cooperative Contract Expiration Dates

The natural expiration date shall be used meaning the date listed on cooperative contract. When a cooperative contract expires it is no longer valid.

16.3 Cooperative Goods and Services Spend Threshold

Although cooperative purchasing is recognized as a valuable tool for compliant government purchasing, it does not provide a customized contract or receive the specialized scrutiny that the solicitation process provides. Although cooperative purchasing is efficient, it is sometimes not the best price that can be achieved. For this reason, cooperative purchase requests for goods and services **under $500,000.00** shall be processed according to Purchasing Policy. Cooperative purchase requests for goods and services **over $500,000.00** shall receive extra analysis from the Purchasing Department as a measure to provide our required due diligence on larger expenditures. The Purchasing Department, as a result of this added analysis and at their discretion, **may** require a solicitation to be issued to fully source the market. The cooperative contract will always remain an option in this scenario.

16.4 Construction Spend Threshold

Cooperative purchase requests for construction projects **under $2 million** shall be processed according to Purchasing Policy. Cooperative purchase requests for construction projects **over $2 million** shall receive extra analysis from the Purchasing Department as a measure to provide our required due diligence on larger expenditures. The Purchasing Department, as a result of this added analysis and at their discretion, **may** require a solicitation to be issued to fully source the market. The cooperative contract will always remain an option in this scenario.

Purchasing Cooperatives currently approved and utilized by Williamson County:

- Texas Association of School Boards (BuyBoard)
- Houston Area Council of Governments (HGAC)
- Purchasing Solutions Alliance (PSA)
- Omnia National (formerly TCPN)
- Sourcewell (formerly National Joint Powers Alliance - NJPA)

- Texas Interlocal Purchasing System / Texas-Arkansas Purchasing System (TIPS / TAPS)
- Purchasing Cooperative of America (PCA)
- GoodBuy
- TxSmartBuy/TXMAS/TPASS
- Choice Partners
- ODP Business Solutions
- Texas Department of Information Resources (DIR)
- General Services Admission (GSA)
- Tarrant County Cooperative Purchasing Program
- Sheriff's Association of Texas
- TX Share Public Sector Solutions Center

AUTHORITY: SEC. 271.102. COOPERATIVE PURCHASING PROGRAM PARTICIPATION: (a) A local government may participate in a cooperative purchasing program with another local government of this state or another state or with a local cooperative organization of this state or another state.

New Cooperative Platform Consideration

Before requesting Commissioners Court approval of a Cooperative or Interlocal Agreement, each organization or contract is vetted by the Purchasing Department and General Counsel to ensure they comply with the County's legal requirements as prescribed by County Purchasing Act.

16.5 Interlocal Agreement Purchasing

The Interlocal Cooperation Act (Texas Local Government Code Chapter 791) allows local governments to contract with and between each other to provide governmental functions and services, and to join in contracting with others to provide goods and services through an interlocal or cooperative purchasing agreement. No price limits apply to interlocal purchasing agreements as outlined below. Each interlocal agreement must be approved by the Commissioners Court. Contracts awarded through interlocal agreement must meet the competitive solicitation requirements of Williamson County and the agency's solicitation must allow for cooperative purchasing.

Interlocal Agreement Goods and Services Spend Threshold

No spend threshold limit or guideline is in place for Interlocal Purchasing Agreements. Purchasing Agent shall review Interlocal Purchasing requests and may require a solicitation to fully source the market.

Interlocal agreements with various governmental agencies currently include:

1. **Cities**

   Austin, Cedar Park, Coupland, Denton, Ft. Worth, Georgetown, Granger, Hutto, Leander, Round Rock, Taylor, Thrall

2. **Counties**

   Bastrop, Brazoria, Denton, Fort Bend, Hood, McKinley, NM, Montgomery, Tarrant, Tom Green, Volusia, FL

3. **Other**

   Greater Orlando Aviation Authority, Montgomery County Hospital District, Texas Emergency District #10 (ESD #10)

17. EMERGENCY PURCHASES

Emergency purchases are authorized in extremely limited circumstances. The purchase of any goods or services needed because of an emergency condition shall comply with the provisions of the Texas Local Government Code, §262.024(a)(1)-(3) which allows the Commissioners Court to exempt competitive procurement and obtain expedited approvals.

17.1 Justification

Emergency purchases shall be defined as:

- An item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the County.
- An item necessary to preserve or protect the public health or safety of the residents of the County.
- An item necessary because of unforeseen damage to public property.

17.2 Approval

If an emergency situation arises in which materials or services must be purchased and obtained without administrative delay, emergency purchasing may be authorized. The decision-making process will be conducted on an individual case basis by the Purchasing Agent in collaboration with the requesting Department Head, County Auditor and County Judge. Failure to promptly notify the Purchasing Department and input a requisition for the emergency could affect the County's ability to approve the claim for payment.

17.3 Budget

Departments must identify funding sources and work within an approved budget in an emergency setting.

17.4 Standard Procedure

- The department head experiencing the emergency shall contact a vendor who can furnish the goods or services immediately and obtain a price proposal.
- The department head should then contact the Purchasing Department for approval, specifying the details of the situation, the vendor contacted, and the cost of the materials or services and inform the County Judge and County Auditor of the emergency.
- The Purchasing Agent, County Judge and County Auditor shall determine, together, the approval of the emergency purchase.

- Once approved, the Purchasing Agent will consult with General Counsel to determine if an Emergency Service Agreement is needed. If an agreement is needed, the requesting department will obtain the vendor signature and insurance certificate, if applicable, and submit all documentation to the Purchasing Agent.
- The Purchasing Department and / or requesting Department will obtain the County Judge's signature on said agreement. Once the agreement has been signed, the End-User Department has authorization to proceed with the purchase.
- The Department Head or designated employee must submit a Requisition to the Purchasing Department so that a Purchase Order can be issued within three days of the emergency.
- The Purchasing Department will place an agenda item on the next possible Commissioners Court session exempting and ratifying the emergency purchase.

17.5 P-Card Procedure

- For items less than $20,000.00, the Purchasing Agent may authorize, in coordinating with the Department Leaderhship, County Judge and County Auditor, any action to be taken, including the use of a department P-Card for an emergency purchase payment. The Purchasing Agent may allow P-Card spending limits to be temporarily increased to cover emergency purchases. No Commissioners Court exemption is required at this spend level.
- The Purchasing Agent and Purchasing Department are in possession of high-limit P-Cards to facilitate emergency purchases in the event that payment is required immediately.
- The Department Head or designated employee must submit all P-Card receipts and supporting written documentation detailing the emergency to the Purchasing Agent within three days of the emergency.
- For emergency P-Card purchases $20,000.00 or higher, the Purchasing Department will place an agenda item on the next possible Commissioners Court session exempting and ratifying the emergency purchase.

17.6 After Hours Contact

For after-hours emergency purchases, meaning Monday through Friday, before 8:00 a.m. and after 5:00 p.m., nights, holidays, and weekends, the Department Head shall email or call the Purchasing Agent, County Judge or County Auditor.

18. PROFESSIONAL SERVICES

18.1 Definitions

Several laws and policies determine which procedure the Purchasing Agent must comply with when procuring professional services. The Professional Services Procurement Act, Chapter 2254, Subchapter A, the County Purchasing Act and the County Auditor Professional Services Procurement Procedure apply.

Professional Services Procurement Procedure | Williamson County, TX

There are two types of professional services:

- Professional services specifically defined under the Professional Services Procurement Act by Texas Local Government Code 2254, Subchapter (A).
- Professional services that are not specifically defined under either the Professional Services Procurement Act or the County Purchasing Act, must be obtained in compliance with the County Purchasing Act. The Purchasing Agent must rely on court cases and Attorney General opinions to determine what services are included in these "other" professional services.

Professional services are defined as:

- Services within the scope of the practice, as defined by state law, of accounting, architecture, landscape architecture, land surveying, medicine, optometry, professional engineering, real estate appraising, professional nursing, or forensic science.
- Services provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant, an architect, a landscape architect, a land surveyor, a physician including a surgeon, an optometrist, a professional engineer, a state certified or state licensed real estate appraiser, a registered nurse., a forensic analyst, or forensic science expert.

AUTHORTY: Texas Local Government Code 2254 under the Professional Services Act.

18.2 Request for Statements of Qualifications (RFSQ)

To comply with the statutory requirements, the Auditor's Office procedure ensures vendors a fair and equitable opportunity to do business with the County and to ensure that the services of the most qualified professional are obtained, professional services shall be purchased by using the Request for Statement of Qualifications (RFSQ) process.

AUTHORITY: SEC. 2254.003. SELECTION OF PROVIDER; FEES: (a) A governmental entity may not select a provider of professional services or a group or association of providers or award a contract for the services on the basis of competitive bids submitted for the contract or for the services, but shall make the selection and award:

(1) On the basis of demonstrated competence and qualifications to perform the services.

(2) For a fair and reasonable price.

Weighted scoring criteria shall be established for evaluation of responses. However, statute requires that contracts for the purchasing of these professional services may not be awarded on the basis of price. Instead, services must be awarded on the basis of demonstrated competence and qualifications. Once a high scoring respondent is established be a scoring committee bases on qualifications, under the direct supervision of the Purchasing Agent, a contract scope and price can be negotiated for the consideration of award by the Commissioners Court.

If staff is unable to negotiate a satisfactory contract with the highest ranking most highly qualified vendor, negotiations will formally end with that person or firm. The next most highly qualified vendor will then be asked to negotiate. Negotiations are continued in this sequence until a contract is finalized.

If any contract is entered into with one of the above-mentioned categories on the basis of a competitive bid, it is contrary to State law and County policy and is void.

18.3 "Other" Defined Services

As defined in this manual "other" personal or professional services are those services usually referred to as a professional service, but not specifically defined or covered in the Professional Services Procurement Act. Examples include lawyers, planners, etc. Various court opinions have defined these "other" professional services as services requiring technical skill and expertise; labor and skill which is predominately mental or intellectual, rather than physical or manual; or, a special skill and experience. "Other" personal services have been defined as services that must be performed by a particular person and, by the terms of the contract, no substitutions are allowed. A determination for "other" professional services categories shall be made by the Purchasing Agent in coordination with the General Counsel's office and Auditor's Office.

18.4 Pre-Qualified Consultant Pool

Departments that utilize professional services consultants on a regular basis may seek to establish a pre-qualified pool of professionals. Once established, Professional Service Agreements detailing a scope of work and fee can be negotiated and presented to the Commissioners Court for approval. The result of an RFSQ in this setting is a list of qualified consultants.

Generation of Pre-Qualified Pool Must Be Open and Fair for All Interested Firms

In order to maintain a current prequalified pool, the entire list should be regenerated on an interval not to exceed two years through an RFSQ process. The process must be consistent, open, and fair for all professional firms wishing to participate in the relevant prequalified pool. While membership in the pool is not a guarantee that work will be given, all firms that are members of the pool will be given consistent opportunities to demonstrate their competence and qualifications for appropriate projects.

Prequalified Pool Must Be Approved by Williamson County Commissioners Court

Only the Williamson County Commissioners Court, acting as a body, may approve the use of a prequalified pool under the Act. Such approval must be obtained and recorded in the minutes of the Commissioners Court. Use of the pool should be based on a finding that it is in the public's interest.

AUTHORITY: Williamson County Auditor's Office Professional Services Procurement Procedure.

19. CONSTRUCTION PROCUREMENT

Construction purchasing will be consistent with other procurement procedures as defined in this manual and in accordance with the pertinent statutes. The Purchasing Agent will supervise all construction purchases.

19.1 Statues

Section 262.011(e) of the Texas Local Government Code states that "The County Purchasing Agent shall supervise all purchases made on competitive bid."

Section 271.024 of the Texas Local Government Code states that "to award a contract for the construction, repair, or renovation of a structure, road, highway, or other improvement or addition to real property on the basis of competitive bids, and if the contract requires the expenditure of more than $100,000, bidding on the contract must be accomplished in the manner provided by this subchapter."; and, Section 271.0245 of the Texas Local Government Code details additional competitive procedures.

Construction procurements may use the IFB format and process, or any other alternative delivery method allowed by Government Code 2269. Additional alternative delivery methods include Competitive Sealed Proposal, Design Build, Construction Manager at Risk, Construction Manager-Agent.

19.2 Specifications

Specifications shall be provided by the Facilities Management, Parks Department or Road and Bridge Department. Bid set plans at 100% design shall be provided by a licensed professional consultant.

Specifications for minor installations or repairs that do not require professional design or engineering can be provided by an approved contractor in coordination with Williamson County staff.

19.3 Architect / Engineering / Land Surveying Services

The Professional Services Procurement Act outlined in Texas Government Code 2254 requires that architectural, engineering and land surveying services be procured using a two-step process. According to the Act, the entity (County) shall:

- First select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications.
- Then attempt to negotiate with that provider a contract at a fair and reasonable price.

If a satisfactory contract cannot be negotiated with the most highly qualified provider of architectural, engineering, or land surveying services, the entity shall:

- Formally end negotiations with that provider.
- Select the next most highly qualified provider.
- Attempt to negotiate a contract with that provider at a fair and reasonable price.

The entity shall continue the process to select and negotiate with providers until a contract is entered according the Williamson County Professional Services Act and the Professional Services Procurement Procedure as mandated by the County Auditor's office.

19.4 Alternative Delivery Methods for Construction Projects

The Construction Manager-Agent method allows a governmental entity to contract for the construction, rehabilitation, alteration, or repair of a facility; a governmental entity using the construction manager-agent method may, under the contract between the governmental entity and the construction manager-agent, require the construction manager-agent to provide administrative personnel, equipment necessary to perform duties under this section, and on-site management and other services specified in the contract. A construction manager-agent represents the governmental entity in a fiduciary capacity.

The Construction Manager at Risk (CMAR) method is permitted and requires the governmental entity to select or designate an engineer or architect who shall prepare the construction documents for the project and who has full responsibility for complying with Chapter 1001 or 1051, Occupations Code, as applicable. The governmental entity shall then select the construction manager-at-risk in either a one-step or two-step process as required by statute.

A Design-Build Contract may be used for the construction, rehabilitation, alteration, or repair of a facility. The governmental entity shall prepare a request for qualifications that includes general information on the project site, project scope, budget, special systems, selection criteria, and other information that may assist potential design-build firms in submitting proposals for the project. The governmental entity shall evaluate statements of qualifications and select a design-build firm in two phases:

- The governmental entity shall prepare an RFSQ and evaluate each Offeror's experience, technical competence, and capability to perform, the past performance of the submitted by the team or firm in response to the RFSQ, except that cost-related or price-related evaluation factors are not permitted.
- The governmental entity shall evaluate the information submitted by the offerors based on the selection criteria stated in the RFSQ and the results of an interview.

The Competitive Sealed Proposal Method may be used to score and rank the offerors, negotiate as prescribed, and then contract with a general contractor for construction, rehabilitation, alteration, or repair of a facility. The governmental entity shall prepare a request for competitive sealed proposals that includes construction documents, selection criteria and the weighted value for each criterion, estimated budget, project scope, estimated project completion date, and other information that a contractor may require to respond to the request. The weighted value assigned to the price must be at least 50 percent of the total weighted value of all selectin criteria. If the governing body of a governmental entity determines that assigning a lower weighted value to price is in the public interest, the governmental entity may assign to price a weighted value of not less than 36.9% of the total weighted value of all selection criteria. The governmental entity shall receive, publicly open, and read aloud the names of the offerors and any monetary proposals made by the offerors. The governmental entity shall select the offeror that submits the proposal that offers the best value based on:

- The selection criteria in the request for proposal and the weighted value for those criteria in the request for proposal.

- Its ranking evaluation.

The governmental entity shall first attempt to negotiate a contract with the selected offeror. The governmental entity and its architect or engineer may discuss with the selected offeror options for a scope or time modification and any price change associated with the modification. If the governmental entity is unable to negotiate a satisfactory contract with the selected offeror, the governmental entity shall, formally and in writing, end negotiations with that offeror and proceed to the next offeror in the order of the selection ranking until a contract is negotiated or all proposals are rejected.

The Job Order Contracts Method may be used for maintenance, repair, alteration, renovation, remediation, or minor construction of a facility when the work is of a recurring nature, but the delivery times, type, and quantities of work required are indefinite. The governmental entity shall establish the maximum aggregate contract price when it advertises the proposal. The governing body shall approve each job, task, or purchase order that exceeds $100,000. The governmental entity may establish contractual unit prices or a job order contract by specifying one or more published construction unit price books and the applicable divisions or line items or providing a list of work items and requiring the offerors to propose one or more coefficients or multipliers to be applied to the price book or pre-priced work items as the price proposal.

AUTHORITY: Texas Government Code 2269.

19.5 Wage Rate Determination

Wage determinations for construction projects shall be verified in accordance with the Davis Bacon Act at the following link:

Wage Determinations | SAM.gov

The construction wage rates are determined by job project and title.

19.6 Receipt of Solicitation Responses

Shall be conducted as outlined in the Formal Solicitation section of this manual.

19.7 Public Openings of Responses

Shall be conducted as outlined in the Formal Solicitation section of this manual.

20. CONSULTING SERVICES PURCHASING

Consulting services are unique and are defined as a contract that does not involve a traditional relationship of employer and employee. A major consulting services contract is one that will exceed $15,000.00.

Statutory guidelines require that the greatest and fairest competition be achieved when selecting a consultant but allow flexibility in the method of procurement. The statue does not require or prohibit the use of competitive bidding, meaning that a Quote, Invitation to Bid, Request for Proposal or Request for Statements Qualifications can be used. The formal solicitation process shall be used should the end user anticipate the contract to exceed $100,000.00.

AUTHORITY: Texas Government Code 2254 Subchapter B.

21. COMPLEX TECHNOLOGY PURCHASING

Critical information systems shall be defined as those software or hardware technology items that are required to run the day-to-day County functions, are integrated throughout the organization and are related to safety or business operations.

Critical systems cannot easily be replaced, and the County recognizes that issuing a solicitation for a critical system with the intent of changing or upgrading the system is a major undertaking that obligates the time of key stakeholders. The Purchasing Agent may recommend a captive exemption for critical systems for a period of 15 years.

Once a critical system has been in place for 15 years or the price has increased 25% or more over the life of the contract, then a solicitation may be issued or a new cooperative contract established for the system up to $500,000.00 per the cooperative purchasing guidelines.

A business case study and budgeting decisions by Williamson County leadership may take place in advance of a system contract final term in order to prepare for a solicitation in advance of the contract expiring.

AUTHORITY: SEC. 262.024. DISCRETIONARY EXEMPTIONS: (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the Commissioners Court by order grants the exemption:

> ***(7) An item that can be obtained from only one source, including:***
>
> ***(D) Captive replacement parts or components for equipment.***

If a solicitation is recommended and required for a critical system, the price for migrating to a new system shall be determined and factored into any evaluation. Cost for migration shall include anticipated staff time from all user departments to include IT, HR, Audit, Purchasing, and End User time. This cost for migration shall be determined in advance of issuing a solicitation and disclosed in the specification.

22. TRAINING SERVICES PURCHASING

Contracting for training services is a complex category. Training services are challenging to compare as each program and trainer presents material and skill set learning in different ways. For this reason, the Purchasing Agent recommends to the Commissioners Court that training services under $100,000.00 be considered a personal service, conducted by the day, and exempting training from competitive bidding.

In the scenario of a training program with the potential to exceed $100,000.00, the Purchasing Agent may require a formal solicitation to assure that the marketplace has been thoroughly explored.

AUTHORITY: SEC. 262.024. DISCRETIONARY EXEMPTIONS. (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the Commissioners Court by order grants the exemption: (4) a personal or professional service.

23. SPECIAL FUND PURCHASES

23.1 Overview

Special funds to be used for a special purpose. Examples are, but are not limited to, Law Library funds, Justice Court Technology funds and Records Management and Preservation funds. These funds require special routing in the Oracle requisition hierarchy which means that regardless of the amount they will route through additional approvers up to the County Judge.

23.2 Forfeiture Funds

While the Law Enforcement Agency or District Attorney has general authority to make the decision what purposes to utilize these funds for, it must follow the County Purchasing Act through the competitive solicitation process. While the Commissioners Court's function is of a ministerial nature and therefore must initiate the competitive solicitation process, it cannot refuse the award of a contract to prevent or delay a purchase from a forfeiture fund.

AUTHORITY: Texas Criminal Code Procedure Chapter 59.

23.3 Commissary Funds

A Sheriff may expend commissary proceeds under Section 351.0145 of the Local Government Code without complying with the County Purchasing Act.

AUTHORITY: Local Government Code 351.0415.

23.4 Vehicle Inventory Tax Escrow Fund

Purchases made by a tax assessor-collector with the interest monies are not subject to the County Purchasing Act.

AUTHORITY: Tex. Atty. Gen. Op. JC-0149 (1999).

24. FURNITURE PURCHASING

24.1 Overview

In the interest of maintaining the best value for the investment and creating a cohesive, professional atmosphere with durable furnishings that can be utilized in most departments, the following guidelines have been approved by the Commissioners Court.

24.2 Brand

HON brand or like-type furniture is recommended and preferred for durability and long term and frequent use.

24.3 Purchasing Path

Furnishings are available through several cooperative suppliers that can be located on the Purchasing Portal.

24.4 Projects

Other project-oriented furniture for common space installations such as remodels and new construction shall be selected and installed by the Facilities Management Department.

24.5 Life Cycle

Furniture should only be replaced in the event that it is broken, worn and / or unable to be utilized.

24.6 Approval

Quotes and images of requested furniture shall be submitted to the Budget Department during the budget process for review to ensure compliance with the Furniture Purchasing Guidelines. Like-type requests may be considered. If the requested furniture is found to be in conformance with the Furniture Purchasing Guidelines, the purchase will then need to be reviewed and approved again through the purchasing process.

Approval for Requisition

Approval requires a written quote and image / photo of the item being requested submitted through Origination.

Approval for P-Card

If furniture is being purchased through a P-Card, the statement submittal must be accompanied by an approval email from the Budget Officer.

Link

Furniture Buying Made Easy

Agenda - View Meetings (8186874806)

AUTHORITY: Furniture Purchasing Policy adopted by the Commissioners Court 4/25/23 Agenda Item #42.

25. COUNTYWIDE CONTRACTS

Current Countywide contracts available to all End Users are as follows. Information and guidance on ordering from each contract can be found on the Purchasing Portal:

- Vehicle and Upfit Purchasing
- Multifunction Devices (Copy / Print / Scan)
- Temporary Labor

Link

NEW Purchasing Portal - Home

26. CONTRACT ADMINISTRATION, MODIFICATION AND SYSTEM ACCESS

26.1 Contract Administration

The Purchasing Department strives to provide contract administration support for all contracts originated in the Purchasing Department.

Purchasing Department service level tasks for contract administration shall include but not be limited to:

- Review of contract for purchasing law and policy compliance.
- Routing of contract to Commissioners Court for review and approval.
- Routing to Judge's Office for required signatures.
- Return of signed contract to department point of contact.
- Placement of contract into Purchasing Department primary and back-up contract management system ("System").
- Monitoring of contract expiration dates through System.
- Notifying departments of up-coming renewal or expiration dates.
- Planning future contract strategies to consolidate buying power.
- Permanent archiving of expired contracts.

System shall capture:

- Contract Number
- Solicitation Type
- Contract Description
- Vendor Name
- Commissioners Court Approval Date
- Agenda Item Number
- Contract Start Date
- Contract Term Date
- Available Renewals
- Contract Renewal Date(s) with Commissioners Court Approval Dates
- Contract Documents in File

- User Department
- User Department Point of Contact
- Purchasing Department Contact

Contract categories shall be:

- Term Contract
- One-time goods and services – Projects Team
- One-time goods and services – Support Team
- Construction and Professional Service Agreements

26.2 System Access

The Purchasing Department shall fund and maintain a primary and back-up contract management system, herein "System", for redundant security. The Purchasing Department shall utilize the System for all contracts that originate through the Purchasing Department.

Each Department, through a designated employee may have access to the System and contract data with read-only permissions. This access is provided to allow for review of documents and tracking of contract dates and vendor performance records.

26.3 Contract Management

This aspect of the procurement process is one of the most important and is frequently overlooked. The End User Department is on the "front line" and has the best capability to monitor and document contractor performance / compliance. To accomplish this, the following is recommended:

- Assign department personnel who have frequent interactions with the contractor to monitor and document performance.
- Require assigned personnel to read and fully understand the contract requirements.
- Coordinate with the Purchasing Department as soon as possible after contract award to identify the types of non-performance and non-compliance to be documented and the documentation requirements. Documentation at a minimum should include the details of each instance of non-performance, such as: date, location, description of the non-compliance, how the vendor was notified of non-compliance and the name of the vendor's representative who was notified. The Purchasing Department tracks vendor performance via the Vendor Performance Report (VPR) located on the internal SharePoint Purchasing Portal. Documentation received via the VPR will be documented in the vendor file.

The Department, unless it is countywide contract, will be responsible for monitoring and documenting contractor performance and compliance. All documentation of noncompliance should be shared with the Purchasing Department via Vendor Performance Report (VPR) e-link on the Purchasing Department portal and shall be communicated in writing to the Purchasing Department Contract Specialist who is assigned to monitor contracts for performance in collaboration with the End User Department. If there has been poor performance or non-compliance with the contract, the Contract Specialist will assist with initiating corrective action notice with the vendor. The Contract Specialist will also coordinate with the End User department to document whether the terms of corrective action have been met.

The Contract Specialist will take all steps related to obtaining compliance with the contract but will consult with the General Counsel before taking any steps toward suspension or termination of the contract. The Contract Specialist will coordinate with the General Counsel, who oversees the contract termination process, on vendor communication related to termination or suspension.

The objectives of End User contract management are to:

- Ensure the contract requirements are satisfactorily performed before authorizing payment.
- Identify any material breach of contract by assessing the difference between contract performance and material non-performance.
- Determine if corrective action is necessary and take action if required.
- Resolve any disputes.

Effective contract management ensures that the contract requirements are satisfied, that the goods and services are delivered per the specification, and that the financial interests of the County are protected. Proactive contract administration minimizes or eliminates problems and potential claims and disputes.

26.4 Contract Modifications

After the intent to award is established, but before the contract is made, the Purchasing Agent, designated Purchasing employee or Department Head may negotiate a contract modification if it is in the County's best interests, does not substantially change the scope of the contract or cause the contract amount to exceed the next lowest bid. The Commissioners Court must approve the modification and contract for it to be effective.

AUTHORITY: Texas Local Government Code, §262.0305.

26.5 Change Orders

The Commissioners Court may also make approve changes in plans or specifications after a contract is made or if it becomes necessary to increase or decrease the quantity of items purchased. The original contract price may not be increased under this section by more than 25%. The original contract price may not be decreased under this section by more than 18% without the consent of the contractor. The Purchasing Department will assist with required analysis and documentation in the event that a vendor seeks a price adjustment. Price adjustments mut be justified and requested in writing for Purchasing Department review (i.e., material cost increase etc.) and that this has to be documented in detail. If warranted, the request will be submitted to the Commissioners Court for consideration. At times Purchasing may recommend price escalation clauses in the contract.

The total contract price may not be increased unless the cost of the change can be paid from available funds and the increase is approved by Commissioners Court.

The Commissioners Court has the authority to approve change orders to a contract that involves an increase or decrease of more than $50,000.00. In certain circumstances however, the Commissioners Court designates a county employee (i.e., Project Manager) to approve change orders up to a certain amount but below $50,000.00.

The Purchasing Agent will bring contract change order requests to Commissioners Court for approval on all contracts originated through the Purchasing Department.

The Commissioners Court may approve modifications and change orders to contracts if the changes are within the general scope of the contract.

AUTHORITY: Texas Local Government Code, §252.048(d).

26.6 Contract Renewals

When a contract is established, pre-determined optional renewals shall be written into the contract. The Purchasing Department Contract Specialist shall notify and work with the End User on renewing a contract if the end user seeks to renew. Renewals shall be placed on the Commissioners Court agenda for review and approval. Auto Renewals do not require Commissioners Court approval each time a renewal term passes unless expressly stated in the contract. Auto Renewals are not to be considered indefinite. Defined contract term periods are encouraged.

26.7 Contract Extensions

In some scenarios, an extension of a contract may be necessary. This occurs most often when a defined scope of work has yet to be completed within the contracted timeframe. Purchasing staff, in tandem with the General Counsel's office, will work to establish a contract extension if needed and if compliant. Extensions shall be placed on the Commissioners Court agenda for review and approval.

26.8 Contract Amendments

Contract amendments can be drafted to address a new need that arose after the contract was signed provided that the general scope remains unchanged. Amendments can also be drafted to clarify details that were left out of the original contract, to correct errors in the original contract, to improve the original contract and to adjust for unanticipated situations. These are considered a change order and will be reviewed for compliance. Amendments shall be placed on the Commissioners Court agenda for review and approval.

26.9 Services Contract

A contract that is required when on property services are required. Must be approved by Commissioners Court.

26.10 Master Service Agreements

Master Service Agreements shall serve as a legally binding contract that outlines the terms and conditions between two parties. This document shall govern a vendor's service work to the County during the period of the contract. Purchase orders can be issued referencing this MSA without the need for an additional Services Contract.

26.11 Contract Survivability

Some goods and services contracts will contain a survivability clause that can be used in the event that the expiration of a contract will cause a hardship to Willamson County. This shall be used only in unique cases and its appropriateness will be determined by the Purchasing Agent and General Counsel office. If survivability is required the Purchasing Agent or Deputy Purchasing Agent, with approval of the General Counsel office, will notify the vendor and the End User via e-mail of the survivability term and activation which it typically 90 days.

26.12 Contract Termination

When alerted by End Users that a contact termination is necessary, Purchasing shall notify the General Counsel office. General Counsel will prepare the letter of termination, signed by the handling attorney. The General Counsel's office shall place the letter on the Commissioners Court agenda for review and approval and shall send the approved letter via certified mail to the supplier so that if the supplier has any questions, those questions can be directed to the General Counsel's office. Documentation of sent and receipt (e-mail) shall be kept in the contract file with General Counsel and in the Purchasing contract database by the Contract Specialist(s).

26.13 Assignment

In the event that a vendor contract requires assignment, the Purchasing Contracts and Programs Team can assist with support from General Counsel.

27. FEDERALLY FUNDED AND GRANT PROCUREMENTS

27.1 Grants

Grants are administered via written contract between the County and the granting authority. Texas Government Code Section 2261.002(1) includes grants in its definition of a contract for which the recipient of the grant is required to perform a specific act or services, supply a specific type of product, or both.

27.2 Supplies, Equipment and Services

All procurement of supplies, equipment and services utilizing Federal Funds (e.g., Federal Grant or Contract) shall be made in accordance with all applicable federal rules and regulations, including but not limited to the Federal Acquisition Regulations (FAR), Federal Office of Management and Budget (OMB) Circular A-102, and OMB Circular A-110. The End User department is responsible for providing the Purchasing Agent a copy of all procurement requirements in the grant document in a timely manner.

27.3 SAMS (System for Awards Management)

All vendors, prior to award with federal funds, are “required” to be searched with the Excluded Parties List System also known as System for Awards Management (SAMS) at the following link:

Home | SAM.gov

27.4 HUB and DBE Designations

Certain grant funds and federally funded procurements may be subject to Historically Underutilized Business (HUB) and Disadvantaged Business Enterprise (DBE) HUB and DBE consideration requirements. The Purchasing Specialist can assist with determining this possible requirement when purchases are made from funds other than the General Fund.

27.5 Federal Policies

All Procurement of goods and services will comply with federal procurement and contract requirements outlined in 2CFR200.317 to 2CFR200.327. These procurement requirements must and will be followed for reimbursement from grant allocations originating from the federal government.

Solicitations

Procurements subject to this Policy will be made on the basis of a written solicitation, after careful consideration by Williamson County Staff (with, as applicable, the support of a selection committee) of the needs of Williamson County and available resources. The written procedures in this Policy are intended to ensure that all solicitations meet the following federal requirements as well as conducting best practices.

1. **Clear Description**

   The solicitation must incorporate a clear and accurate description of the technical requirements for the material, product or service to be procured. This description should include a written statement of work.

2. **Nonrestrictive Specification**

   The description of the technical requirements must contain features that do not unduly restrict competition.

3. **Qualitative Requirements**

   The description of the technical requirements may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use.

   - **Brand Name or Equal:** When it is impractical or uneconomical to write a clear and accurate description of the technical requirements of the property or services to be acquired, “brand name or equal” descriptions may be used to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offerors must be clearly stated. The need for a “brand name or equal” specification should be documented.
   - **Preference or Performance Specifications:** Product or service specification describe an end result, an objective, or standard to be achieved, and leaves the determination of how to reach the result to the contractor. Performance specifications describe what the product should be able to do or the services to accomplish, without imposing unnecessarily detailed requirements on how to accomplish the tasks.

4. Requirements

The solicitation must identity all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals. All solicitations for competitive proposals must notify offerors that Williamson County reserves the right to award to other than the lowest-priced offeror. Generally, Williamson County will make a best value determination, balancing cost against technical merits, in awarding competitive contracts.

5. Type of Federal Funding

The solicitation must acknowledge the source of the Federal funding for the contracts, in compliance with the terms of its financial assistance award.

6. Contract Type

The solicitation should state the type of contact that will be awarded.

- **Fixed Price:** A fixed price contract provides for a firm price that remains irrespective of the contractor's actual cost of performing the scope of work under the contract. The risk of performing the work, at the fixed price, is borne by the contractor. Fixed price contracts may include an economic price adjustment, incentives, or both.
- **Cost-Reimbursement:** Cost-reimbursement type contracts provide for payment of certain incurred costs to the extent provided in the contract. They normally provide for the reimbursement of the contractor for its reasonable, allocable, and allowable costs, with an agreed-upon fee. There is a limit to the costs that a contractor may incur at the time of contract award, and the contractor may not exceed those costs without Williamson County's prior approval. Cost allowability is determined by Federal regulations. There are many varieties of cost-reimbursement contracts, such as cost-plus-fixed-fee, cost-plus-incentive-fee, and cost-plus-award-fee. Because Williamson County incurs more risk in a cost reimbursement contract, these types of contracts should only be entered into after a careful analysis of the benefits compared to other contract types.
- **Time and Materials Contracts:** A time and material type contract is a contact whose cost to Williamson County is the sum of the actual cost of materials and direct labor hours charged at fixed hourly rates that reflect wages, general administrative expenses, and profit. This type of contract is used if no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk.
- **Cost-Plus Percentage of Cost:** The use of cost-plus percentage of cost and cost plus a percentage of construction cost methods of contracting are prohibited.

7. Prohibitions

Certain provisions that unduly restrict competition are prohibited. The following are some examples of these prohibited provisions. Note that the provisions described below are not prohibited when they are improper or excessive. For example, some qualifications and experience may be required for a particular type of contract; only "excessive" or "necessary" requirements are not allowed:

- **Excessive Qualifications:** Placing unreasonable requirements on firms in order for them to qualify to do business.
- **Unnecessary Experience:** Requiring necessary experience.
- **Unnecessary Bonding:** Requiring excessive bonding.
- **Improper Qualification:** Using improper prequalification procedures that conflict with.
- **Retainer Contract:** Making a noncompetitive solicitation only to a person or firm on retainer contract where that award is not for property or services specified for delivery under the scope of work of the retainer contract.
- **In-State, Local, or Tribal Geographic Preferences:** Imposing prohibited in-state, local, or tribal geographic preferences that conflict with.
- **Organizational Conflict of Interest:** Allowing entities to submit bids or proposals in response to the solicitation where there would be a prohibited organizational conflict of interest.

Method for Procurement

All procurements made under this policy shall avoid acquiring unnecessary or duplicative items. Conducting multiple steps in monitoring invoices received ensures avoiding unnecessary or duplicative items. Invoices for grant expenditures will be reviewed by the End User for potential duplicative items. Once approved, the invoice will be sent to the County Auditor. The Auditor's Office will then review the invoice again prior to approving payment. Procurements shall be made using one of the following:

- Micro-Purchases
- Small Purchase Procedures
- Competitive Sealed Bids
- Competitive Negotiations
- Non-Competitive Negotiations

All procurements shall be made in accordance with these procedures.

1. **Micro-Purchases**

   Purchases below the Simplified Acquisition Threshold may be awarded without soliciting competitive proposals if Williamson County considers the price to be reasonable. Efforts will be made to get the lowest and best price, but written records of such efforts are not necessary. Procurements may not be disaggregated for the purpose of failing below the Micro-Purchase threshold.

2. **Small Purchases**

   Purchases of supplies, equipment and services which cost below $50,000.00 require written supplier estimates but no formal bid is required. Williamson County will solicit a verbal or

written response from at least three vendors and will document why the vendor was selected if it is not the lowest priced offeror. If no such responses are available, a statement explaining the procurement will be prepared and filed.

3. Competitive Sealed Bids

The use of sealed bids will be employed when detailed specifications for the goods or services to be procured can be prepared and the primary basis for award is cost. When the cost of a contact, lease or other agreement or martials, supplies, equipment or contractual services, other than those personal (procuring the services of an individual for staff augmentation services) or professional (provided by a degreed, licensed professional, principally engineering, accounting, and legal services), exceeds $50,000.00, an Invitation for Bids ("IFB") notice will generally be prepared. This notice will be published in the Williamson County newspaper of record and / or such other places as Williamson County deems appropriate. This notice will appear at least 14 days before the due date for bid proposals. Williamson County may also solicit sealed bids from responsible prospective suppliers by sending them a copy of such notice. To the extent possible, the Williamson County Staff is encouraged to maintain an open Bidders List. The IFB will include a complete, accurate and realistic specification and description of the goods or services to be procured, any required bid deposit, the amount of payment bond and bond performance required, (if applicable), the location where bid forms and specification may be secured, the time and place for opening bids, and whether the bid award will be made on the basis of the lowest price or the lowest evaluated price. If the lowest evaluated price is used, the measurable criteria to be used must be stated in the IFB. Sealed bids will be opened in public at the time and place stated in the IFB. The bids will be tabulated at the time of bid opening. The results of the tabulation and the bid procurements will be examined for accuracy and completeness. In addition, Williamson County shall determine that all firms are responsive and responsible. Williamson County will make the decision as to whom the contract shall be awarded. After the bid award is made by Williamson County, a contract will be prepared for execution by the successful bidder. After the contract is signed, all bid deposits will be returned to all unsuccessful bidders. Williamson County may cancel an Invitation for Bid or reject all bids if it is determined that such is in the best interest of Williamson County. Bidders will be notified in writing of such cancellation or rejection. Williamson County may allow a vendor to withdraw a bid if requested at any time prior to be bid opening. Bids received after the time set for bid opening shall be returned to the vendor unopened. Bids which do not accept all terms and conditions of the IFB shall be deemed to be non-responsive and will be rejected. Any changes to the bidding terms and conditions shall be communicated to all bidders, and all bidders will have an equal chance to submit a bid responsive to those changed terms and conditions.

4. Competitive Negotiations

Williamson County will use competitive negotiations, regardless of contract amount, upon written determination that either of the following conditions apply:

- Specifications cannot be made specific enough to permit the award of a bid on the basis of either the lowest bid or the lowest evaluated bid price (in other words, sealed bidding is not feasible); or

- The services to be procured are professional (provided by a degreed, licenses professional, principally engineering, accounting, and legal services) in nature.

Competitive negotiations will proceed as follows:

- Proposals will be solicited through advertisement in local newspapers of record and / or such other places as Williamson County deems appropriate.

Additionally, a Request for Proposal (RFP) may be prepared and mailed, emailed, or faxed to qualified vendors. The RFP will describe services needed and identify the factors to be considered in the evaluation of proposals and relative weights assigned to each selection factor. The RFP will also state where further details regarding the RFP may be obtained. The RFP will call attention to the applicable regulations. Requests for proposals will always include cost as a selection factor.

Award must be made to the offeror whose proposal is determined in writing by Williamson County to be the most advantageous to Williamson County with price and other factors considered. This evaluation and award process contemplates a balancing of cost and technical merit in arriving at a determination as to which proposal provides the best value to Williamson County. Evaluations must be based on the factors set forth in the Request for Proposal and written evaluation of each response prepared. The selection committee may contact the firm regarding their proposals for the purpose of clarification and record in writing the nature of the clarification. If it is determined that no acceptable proposal has been submitted, all proposals may be rejected. New proposals may be solicited on the same revised terms, or the procurement may be abandoned.

For the procurement of certain professional services, an alternative to RFPs may be used. Williamson County may publish a Request for Statement of Qualifications (RFSQ). RFSQs are handled in a similar method to RFPs with the exception that cost is not a factor in the initial evaluation. The selection committee will evaluate the responses and rank them by comparative qualifications. The highest scoring person or firm will be contacted, and Williamson County will negotiate cost. If Williamson County is unable to negotiate a satisfactory cost arrangement, the second highest scoring person or firm will be invited to negotiate. Williamson Count will maintain a written record of all such negotiations.

5. **Noncompetitive Negotiations**

   Williamson County requires competitive bids for purchases of goods and services (including consulting services) over $100,000; however, some exceptions apply.

   In circumstances, when competition cannot be obtained or the situation necessitates the required number of competitive bids to be reduced, a Sole Source or Reduction Justification Form must be submitted. The following information is a guide for requesting the waiver or reduction of competitive bids on RFPs for goods or services greater than $100,000, Williamson County may purchase goods and services through non-competitive negotiations when it is determined in writing by Williamson County that competitive negotiation or bidding is not feasible and that:

Sole Source Definition and Criteria

A single supplier that is exclusively capable of meeting Williamson County's requirements within the time available, including emergency and other situations, which preclude conventional planning and processing. These situations include:

1. **One-of-a-Kind / Specialized**

   The commodity or service has no competitive product or must meet specialized seaport, boat or marine requirements, or specialized professional or technical services, and is available from only supplier.

2. **Compatibility**

   The commodity or service must match an existing brand of equipment for compatibility and is available from only one vendor.

3. **Replacement Part**

   The commodity is a replacement part for specific brand of existing equipment and is available from only one supplier.

4. **Delivery Date**

   Only one supplier can meet necessary delivery requirements.

5. **Emergency**

   URGENT NEED for the item or service does not permit soliciting competitive bids; including purchases needed to address major facility failures, damages due to disasters, or purchases necessary to address immediate safety and security issues.

Only one satisfactory proposal is received through RFP or RFQ.

The Federal or State awarding agency has authorized the particular type of noncompetitive negotiation.

Procurement by noncompetitive negotiation requires the strictest attention to the observation of impartiality toward all suppliers. Williamson County must approve all procurements by non-competitive negotiation when only one supplier is involved or only one bid or response to an RFP / RFSQ is received.

Contracts

Generally, all procurement in excess of the Simplified Acquisition Threshold will be memorialized and supported by a written contract. Where it is not feasible or is impractical to prepare a contract, a written finding to this effect will be prepared and some form of documentation regarding the transaction will also be prepared.

- All contracts will contain language which allows Williamson County the opportunity to cancel any contract for cause. Said cause shall include (but not be limited to) demonstrated lack of ability to perform the work specified, unwillingness to compete the work in a timely fashion, cancellation of liability insurance or worker's compensation, failure to pay suppliers or workers, unsafe working conditions caused by the contractor, failure to comply with Davis-Bacon wage laws, (where applicable). Failure to keep accurate and timely records of the job, or failure to make those records available to Williamson County (on request) or any other documented matter which could cause hardship for Williamson County if a claim should arise, or the work is not completed on schedule at the specified cost.
- All contracts will contain a termination for convenience provision, which allows Williamson County to cancel the contract without fault on the part of the contractor. In the event of a termination for convenience, the contractor will receive reimbursement and / or pre-rate payment for costs and work done until the point of termination but not anticipated profits on the work that was cancelled. The termination provision will specify the procedures for the contractor to submit a claim for termination costs.
- Except as otherwise provided under 41 CFR60, all contracts that meet the definition of "Federally assisted construction contract" in 41CFR§60-1.3 must contain the applicable contrast clauses described in Appendix II to Part 200, Title 2 (Contract Provisions for non-Federal Entity Contracts Under Federal Awards). These provisions will be provided to all bidders.

Documentation

All source documents supporting any given transaction (receipts, purchase orders, invoices, RFP / RFSQ data and bid materials) will be retained and filed in an appropriate manner. Where feasible, source documents pertinent to each individual procurement shall be separately filed and maintained. Where it is not feasible to maintain individual procurement files, source documents will be filed and maintained in a reasonable manner (examples include chronologically, by vendor, by type or procurement etc.). Whatever form of documentation and filing is employed, the purpose of this section is to ensure that a clear and consistent audit trail is established. At a minimum source document data must be sufficient to establish the basis for selection, basis for cost, (including the issue of reasonableness of cost), rationale for method of procurement and selection of contract type, and basis for payment.

Locally Owned, Minority-Owned, Female Owned and Small Businesses

All necessary affirmative steps will be taken and documented to solicit participation of small and minority businesses, women's business enterprises, and labor surplus area firms. Where possible and feasible, deliver schedules will be established and work will be subdivided to maximize participation by small business or minority- or women-owned businesses. Subdivided components will be bid as a separate contract. A list of locally owned, minority-owned, female owned, and small businesses and also minority businesses located within the trade region shall be used when issuing IFBs, RFPs and RFSQs. This list shall also be consulted when making small purchases. Williamson County will use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce when appropriate. The successful bidder will be required to use these same criteria in selection of suppliers and subcontractors whenever possible.

Code of Conduct

No Williamson County member, employee, consultant, elected official, appointed or designated agent of Williamson County will take part or have an interest in the award of any procurement transaction if a conflict of interest, real or apparent exists. A conflict of interest occurs when the official, employee or designated agent of Williamson Count, partners of such individuals, immediate family members, or an organization which employs or intends to employ any of the above has a financial or other interest in any of the competition firm or will otherwise benefit financially or otherwise from a contract award. No Williamson County member, employee or designated agent of Williamson County may acquire a financial interest in or benefit in any way from any activity which uses any Federal funding, nor shall they have any interest in any contract, subcontract or agreement for themselves or any family members. NOTE: These rules apply to all named parties and shall be effective for the period of service and for one year after leaving said position (or office, in the case of elected officials).

1. **Acceptance of Gratuities**

   No Williamson County member, employee or designated agent of Williamson County shall solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, subcontractors or potential subcontractors.

2. **Penalties**

   Any Williamson County employee or designated agent of Williamson County who knowingly and deliberately violates the provisions of this code may be subject to disciplinary action ranging from administrative actions to civil or criminal penalties without the legal protection of Williamson County (if any employee) or such sanctions as available under the law (if an elected official).

   Any contractor or potential contractor who knowingly and deliberately violates the provisions of these procurement standards will be barred from future transactions with Williamson County.

Additional Provisions

Williamson County Federally funded contracts are subject to a variety of required statutes, regulations, and contract clauses. While it is the responsibility of bidders and offerors to be aware of and comply with those requirements, Williamson County staff shall include applicable requirements in all Williamson County contracts to the maximum extent possible either in full text, via addendum or attachment, or by reference. The list below is not exhaustive, and other provisions may apply based on the type of work being performed and the dollar amount of the contract. The provisions below are common to many covered contracts:

1. **Labor and Employment Laws and Regulations**

   A variety of construction and non-construction labor and employment laws and regulations are required as a condition of Williamson County's Federal funding. These include provisions related to Equal Employment Opportunity, Prevailing Wages, Anti-Kickback provisions, Overtime and work Safety requirements, and a variety of whistle blower protections. In dealing with all potential bidders and offerors, Williamson County Staff should ensure that the applicable requirements are included in all solicitations and contracts. To the extent possible, Williamson County staff should highlight these requirements to bidders and offerors unfamiliar with or inexperienced in Federally funded projects.

2. **Rights to Inventions Made Under Grant or Contract**

   If a contract awarded by Williamson County may result in the creation of protectable intellectual property, including a patentable invention, copyrighted material, trade secrets or technical data, or any other invention or discovery.

3. **Environmental Regulations**

   Contracts over $150,000.00 require the contractor to comply with Clean Air Act and Federal Water Pollution Control Act. Contracting with Suspended or Debarred Persons or Entities

   Williamson County shall not enter into any agreement with any person or entity subject to Federal Debarment or suspension, nor consent to a subcontract with any such person or entity. A list of all such persons or entities can be found at www.sam.gov. Williamson County should obtain written certification from all contractors that they are not suspended or debarred from federal procurements.

4. Byrd Anti-Lobbying Amendment

The following provision should be included in each contract over $100,000.00 (Federal Byrd threshold):

"Contractors who apply or bid for an award of $100,000.00 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31USC§1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

28. VENDOR SET-UP AND W-9

In order to establish a vendor in the Oracle system to create requisitions, purchase orders and subsequently issue payments, a profile must be created by the Accounts Payable team in the Auditor's Office. The New Vendor Packet, available through the Auditor's Office portal, provides this guidance. A W-9 is required as part of this process.

Link

Auditor's Office Information and Documents (sharepoint.com)

29. RECEIPT OF GOODS

As the County does not maintain a centralized receiving location, departments are responsible for receiving their items. When a shipment is delivered, the employee receiving the goods should complete the following steps:

- Open the shipment promptly, within 24 hours and inspect the shipment.
- Verify that the order belongs to the department by matching the Purchase Order number assigned in Oracle to the Purchase Order number on the delivery slip. If there is no Purchase Order number and it does not belong to your Department, the Purchasing Department may be contacted to help identify where it should be delivered.
- Compare the actual items and quantities delivered to the items and quantities on the delivery slip and match it with the items and quantities on the Purchase Order. Note any differences in quantity and any items that have been back ordered.
- Determine if items are as ordered and in good working order with no damage.
- Document damage immediately and notify vendor.
- Verify whether shipping (if charged) is applicable or not.
- If the item received is a fixed asset that must be tracked and reported, department(s) must contact the Auditor's Office so it can be added to the asset database.
- If there are differences or items are back ordered, the department shall contact the vendor to resolve the issue. If there are no differences, the department receives all items and submits payment request to Accounts Payable. If there are issues with the order which cannot be resolved by the user department, departments can contact the Purchasing Department for assistance.

30. INVOICE SUBMISSION

Invoices shall be signed for approval and submitted to the Accounts Payable Office at:

accountspayable@wilcotx.gov

Be advised that the County Auditor may be unable to pay for any purchase that has not been procured according this this policy and / or violates the County Purchasing Act.

AUTHORITY: Attorney General Of Texas Opinion Number GA-0604.

GA-0604 | Office of the Attorney General (texasattorneygeneral.gov)

30.1 Payment in Excess of Purchase Order

The Purchasing Agent has authorized overpayment on a Purchase Order up to a maximum of $250.00.

31. CERTIFICATES OF INSURANCE AND BONDS

Certificates of Insurance (COI) shall be filed and tracked by the Risk Management Department. Departments and End Users are responsible for the following:

- Electronic COI shall be emailed to coi.submission@wilcotx.gov.
- Paper certificates should be interofficed to the Risk Management Department.
- Vendors can mail their certificates to the following address:

  Williamson County Risk Management
  301 S.E. Inner Loop, Suite 106
  Georgetown, TX 78626

31.1 Bonds

Respondents may be subject to bonding requirements prior to the submission of a bid or by executing a contract with the county. Instructions will be provided in the solicitation document specific to that project. Bonds must be executed with a surety company authorized to do business in the State of Texas.

Public Works Contracts

A respondent submitting a bid on a public works solicitation may be required to submit a bid bond in the amount of 5% of the total contract price.

The successful respondent on a public works contract exceeding $25,000.00 will be required to post a payment bond upon contact execution.

The successful respondent on a public works contract exceeding $100,000.00 will be required to post a performance bond up to the full amount of the contract upon contact execution.

Warranty bonds may be required for public works contracts.

Goods and Services Contracts

A respondent submitting a bid on a goods and services solicitation exceeding $100,000.00 may be required to submit a bid bond in the amount of 5% of the total contract price.

The successful bidder on a goods or services contract exceeding $50,000.00 may be required to post a performance bond, up to the full amount of the contract, if required by the county.

Department Heads and Elected Officials are responsible for maintaining and storing their original project bond documentation. A copy may be maintained by the Purchasing Department.

32. SALES TAX

All purchases made on behalf of Williamson County are exempt from state sales tax. The Sales Tax Exempt Form can be located on the County Auditor's Office portal at the link below. A number is not needed for the form to be valid.

Link

Auditor's Forms Page

AUTHORITY: TEXAS TAX CODE SEC. 151.309. GOVERNMENTAL ENTITIES; A taxable item sold, leased, or rented to, or stored, used, or consumed by, any of the following governmental entities is exempted from the taxes imposed by this chapter: (5) a county, city, special district, or other political subdivision of this state.

33. PROCUREMENT CARDS

A procurement card, or P-Card, is a County payment card that helps simplify the purchasing process for the organization for small purchases. Most authorized P-Card holders may make purchases up to $4,999.99 per month using their P-Card. Special card limits may be assigned for certain card holders. Grant purchases made on a P-Card must have written authorization from the Auditor's Office.

A separate policy is in place governing the use of P-Cards that can be located on the Purchasing Department SharePoint Portal:

Link

Procurement Card (sharepoint.com)

Requests for new P-Cards, limit changes, or questions can be submitted through Service Now:

Link

Procurement Card Request Form - Wilco (service-now.com)

34. UTILITY PAYMENT CARDS

The Williamson County Utility Payment Card Program provides an efficient method of paying for recurring utility expenses. The Utility Payment Card shall ONLY be used for County related utility payments from a Commissioners Court exempted and / or approved list of vendors.

Each year an item is placed on the Commissioners Court agenda to exempt utility services from competitive bidding.

Local Government Code 262.024 provides the following purchasing exemption for utility payments. This exemption allows cardholders to pay for utility bills without the requirement for competitive quotes or oversight from the Purchasing Department. Utility payments can be made directly to approved utility vendors.

AUTHORITY: SEC. 262.024. DISCRETIONARY EXEMPTIONS. (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the Commissioners Court by order grants the exemption:

> ***(7) An item that can be obtained from only one source, including:***
>
> ***(C) Electric power, gas, water, and other utility services;***

The purpose of the card is to:

- Reduce paperwork involving utility payments and the administrative cost of high-volume transactions.
- Avoid possible misapplications, late fees, lost payments, and / or disruption of service.
- Enable the payment of utilities, by telephone, on the internet, or in person or directly from approved suppliers. The card is intended to be used for:
    - Water
    - Electricity
    - Gas
    - Internet
    - Phone
    - Trash
    - Cable

Link

Utility Payment Card Request Form - Wilco (service-now.com)

35. AMAZON ACCOUNTS

Each department is authorized to purchase from Amazon only through the Williamon County Amazon business account. An Amazon Prime membership can be provided upon request. However, the number of memberships per department is limited. The Purchasing Department administrates this countywide program. Purchases from personal Amazon accounts are not permitted and violate this policy. Details can be found on the Purchasing Portal and at the following link.

Link

Amazon Business Account Policy

36. AUDITOR'S OFFICE INFORMATION AND DOCUMENTS

The Audit Office maintains these documents, related items listed below and other information, policies, forms and guidelines. Resources can be located on the Audit Office portal:

- Expense Reimbursement
- Line-Item Account Codes
- Travel Instructions
- Judge's Form
- New Vendor Packet
- Vehicle Status Change

Link

Auditor's Office Information and Documents

37. UNSATISFACTORY VENDOR PERFORMANCE REPORT

A form is available on the Purchasing Portal for End Users to document and submit reports of poor vendor performance. Poor performance issues can mean late deliveries, lack of customer service, damaged merchandise, etc. It is important to document these issues in the event that suppliers seek to win future contracts with the County.

Link

Unsatisfactory Vendor Performance (sharepoint.com)

38. ASSETS

The taxpayers of Williamson County have an enormous investment in county buildings, vehicles, equipment, and furnishings. The County Auditor's Office maintains the Williamson County Asset Policy to support this requirement. Statute states that the County Auditor shall prescribe the system of Accounting for the County. Consequently, it is the responsibility of the County Auditor to create and maintain the Williamson County Asset Policy which is located on the County Policies SharePoint Portal at:

Link

County Policies

AUTHORITY: TEXAS LOCAL GOVERNMENT CODE SEC. 112.002. ACCOUNTING SYSTEM IN COUNTY WITH COUNTY AUDITOR AND POPULATION OF 190,000 OR MORE: (a) In a county with a population of 190,000 or more, the county auditor shall prescribe the system of accounting for the county.

39. DISPOSAL AND TRANSFER OF SALVAGE AND SURPLUS PROPERTY

The Purchasing Department has been delegated authority by the Commissioners Court to recommend disposition or transfer of surplus property. The process for disposing of items through auction, disposal or inter-department transfer is shared by the Purchasing Department, Auditor's Office, Fleet Department and Information Systems Department. Forms exist to facilitate this End User request and approval process.

Link

Assets (sharepoint.com)

Disposal, sale or transfer recommendations are presented to the Commissioners Court for approval on a monthly basis. Items that can be disposed, sold or transferred through this process are:

- Personal property (not real property).
- Items which will be sold through auction to include vehicles, equipment, technology and furniture.
- Large or Capital Assets which may have a budgetary impact on the receiving department.
- Donated items.
- Lost or stolen items.
- Items that should be destroyed.
- Disposal of items of low value which would not generate any revenue if sold in auction, are beyond reasonable repair, or would be a hazard to the public if sold at auction.
- Real property.
- Abandon property such as evidence through Law Enforcement offices.
- Items from law enforcement investigations.

Some vendors will allow trade-ins against the purchase of new property of the same general type. This is permissible with Purchasing Department review and recommendation and approval by the Commissioners Court.

Revenue from auctioned items will be separately recorded according to their funding (i.e., General Fund items, Road and Bridge Fund items) to avoid comingling of budgeted funds.

AUTHORITY: Texas Local Government Code Sec. 263 Subchapter D; and Texas Local Government Code Sec Section 262.011(j).

39.1 Auction Procedure (Personal Property)

Once approved by the Commissioners Court, the Information Systems Department Warehouse Manager will coordinate the pick-up and disposition or transfer of the items with the end user. Items authorized for sale are auctioned through service providers listed on Surplus Auction | Williamson County, TX (wilcotx.gov). County employees are permitted to bid on auction items.

Before each online auction the Purchasing Department advertises in the newspaper in accordance with statutory requirements in at least one newspaper of general circulation in the County if the estimated value of surplus or salvage property exceeds $500.00.

For all property with the estimated value of not more than $500.00 the requirement of publishing a newspaper advertisement is waived as the posting on the licensed auctioneer's site for at least 10 days, unless the property is sold before the 10th day, is sufficient.

39.2 Auction Procedure (Vehicles)

Once approved by the Commissioners Court, the Fleet Department Director will coordinate the sale of the vehicles. Items authorized for sale are auctioned through service providers listed on Surplus Auction | Williamson County, TX (wilcotx.gov). County employees are permitted to bid on auction items.

Before each online auction the Purchasing Department places notice in the newspaper in accordance statutory requirements. The Fleet Department places the listings on a designated auctioneer's website for at least 10 days, unless the property is sold before the 10th day, which is sufficient.

AUTHORITY: Texas Local Government Code 263.153.

40. ANNUAL ASSET INVENTORY

It is the responsibility of the Purchasing Agent, on July 1st of each year, to file with the County Auditor and each of the members of the Commissioners Court an inventory of all property on hand belonging to the county and each subdivision. The Purchasing Department contracts with a third party to conduct a physical asset inventory each spring. End users are contacted and a mutually agreed upon site visit date is scheduled for this annual process. Items with a value of $500.00 or higher are catalogued.

AUTHORITY: SEC. 262.011. PURCHASING AGENTS: (i) On July 1st of each year, the county purchasing agent shall file with the county auditor and each of the members of the board that appoints the county purchasing agent an inventory of all the property on hand and belonging to the county and each subdivision, officer, and employee of the county. The county auditor shall carefully examine the inventory and make an accounting for all property purchased or previously inventoried and not appearing in the inventory.

41. RIGHT TO AUDIT

Vendor shall agree that the county or its duly authorized representatives shall, until the expiration of three years after final payment under a contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of the vendor which are directly pertinent to the services to be performed under the contract for the purposes of making audits, examinations, excerpts, and transcriptions. Vendor shall agree that the county shall have access during normal working hours to all necessary vendor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of the contract. The county shall give county shall provide reasonable advance notice of intended audits.

42. ANNUAL AUDITS

The Purchasing Department operations are subject to audit by the county's external auditing firm and the internal County Auditor staff. Audits include but are not limited to Oracle purchasing permissions, requisitions, solicitations and P-Card policy compliance. For this reason, the Purchasing Department maintains processes to assure detailed documentation is kept for all purchases.

43. PUBLIC INFORMATION REQUESTS

Purchasing records, files, scoresheets, contracts and vendor responses are subject to Texas Government Code 552, The Public Information Act (PIA). Records can be requested once a contract is awarded. For this reason, the Purchasing Department maintains processes to assure detailed documentation is kept for all purchases.

In the event that a solicitation must be re-issued after responses have been received, those responses can be kept confidential until which time as the contract has been awarded by the Commissioners Court.

In the event that the Texas Attorney General provides a redaction directive on a contract document through the PIA process, the Purchasing Office will make every effort, upon receiving notice of redaction directive from the County Attorney's Office, to note the Contract Database and only provide the redacted contract document if requested through a public information request or future solicitation process.

Individuals can request purchasing and contract documents by submitting a Public Information Request to this address:

Link

piarequest@wilco.org

AUTHORITY: SEC. 552.104. EXCEPTION: INFORMATION RELATED TO COMPETITION OR BIDDING: (a) Information is excepted from the requirements of Section 552.021 if a governmental body demonstrates that release of the information would harm its interests by providing an advantage to a competitor or bidder in a particular ongoing competitive situation or in a particular competitive situation where the governmental body establishes the situation at issue is set to reoccur or there is a specific and demonstrable intent to enter into the competitive situation again in the future.

44. END USER TRAINING AND PURCHASING PORTAL

Prior to any Williamson County employee or Elected Official being granted access to or authority within the county's purchasing systems, they shall attend mandatory initial training and annual training thereafter. Regular training is needed to stay abreast of regulatory and process changes. Training sessions are published on the Purchasing Department portal and are hosted both in person and virtually. Failure to attend the annual training may result in suspension of purchasing privileges.

The Purchasing Department maintains a Portal on SharePoint with supporting material, policy documents, links and training schedules. Additionally, the portal includes links to:

- Origination
- Oracle Requisition Process
- Euna
- Co-op Search Engines
- Service Now P-Card Ordering

45. VIOLATIONS

Violations of purchasing policy depend on the scope and risk of a non-compliant purchase. Purchasing privileges may be revoked temporarily or permanently and / or additional training required to remedy an end user's failure to follow purchasing policy.

CONTACT OFFICE

Except as otherwise stated herein, the contact for questions or clarifications pertaining to this policy may be directed to:

Joy Simonton
Purchasing Agent
512-943-1555
joy.simonton@wilcotx.gov

REVISION HISTORY

Version	Date	Description
2.00	7/5/2025	Updated from Purchasing Manual, March 2025



Purchasing Department

Purchasing Manual

Administered by:
Purchasing Department
March 2025

Preface

The Williamson County Purchasing Manual is designed to be a general guideline for Williamson County officials, employees, and suppliers addressing purchasing requirements and general operating procedures. This guide will benefit those individuals participating in the purchase process for commodities, services, maintenance, professional services, and construction.

The Williamson County Purchasing Agent who is employed by the Commissioners Court provides leadership and strategic direction to county departments in regard to purchasing requests. The Purchasing Agent managers the entire purchasing process to include:

- Procurement of goods, services, equipment, supplies, professional and construction services
- Formal solicitation process for goods, services, equipment, supplies, professional and construction services
- Contract Management
- Asset inventory and asset surplus process

The information provided here follows Williamson County Policies and laws of the State of Texas. All references to Federal, or State of Texas statutes, and Williamson County Policies in this document refer to the statutes and policies as they exist at the time of publication of this Purchasing Manual and may be amended later if necessary.

Please consider this information as your introduction to the essentials needed for purchasing goods and services on behalf of Williamson County. It is intended to reflect current procurement methods and will be updated as new business practices are identified.

This document is not all inclusive and the Purchasing Department keeps more detailed information on procedures, designated for internal use. This manual, which was approved by the Williamson County Commissioners Court, is a living document and will be updated yearly as changes arise.

If you have any questions that are not answered here, please visit the Purchasing Department website at: https://wilco365.sharepoint.com/purchasingportal/Pages/PurchasingPortal.aspx

The Purchasing Department may also be reached by email at purchase@wilco.org, via telephone at 512-943-3553 or by visiting our location at 100 Wilco Way, Suite P101, Georgetown, TX

It is the mission of the Purchasing Department to increase value and reduce risks by having Williamson County officials, employees, and suppliers come together to work with a purchasing process that is consistent, fair, transparent, and effective.

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SECTION 1

INTRODUCTION

A. Goals and Objectives of Public Purchasing

It is Williamson County's policy to conduct all purchasing strictly in accordance with the laws of the State of Texas and policies adhering to these laws as approved by the Williamson County Commissioners Court.

Williamson County is dedicated to maintaining a cost-effective purchasing process with good management practices where cooperation from every County Official, Department Head and County employee is of vital importance for the process to be successful.

This includes proper planning and timely submission of purchase requests, so the process can be facilitated smoothly and at the lowest cost possible. Through our processes we strive to serve the County Taxpayers by ensuring fair and equitable treatment of everyone who interacts with the County's procurement process.

In its purchasing practices, Williamson County will consider:

- Price of the product or service;
- Quality and Reliability of the product or service;
- Product or service meets specifications;
- Delivery Terms;
- Vendor Performance.

B. Purchasing Law

It is the policy of Williamson County to fully comply with all purchasing laws enacted by the Texas Legislature. It is the statutory responsibility of the Purchasing Agent to purchase all supplies, materials, and equipment required or used, and contract for repairs to property used by the County. The Purchasing Agent shall supervise all purchases and contracts for Williamson County.

Other responsibilities of the Purchasing Agent include Interlocal and Cooperative Purchasing Agreements, Disposition of Surplus and Salvaged Property, and Asset inventory reporting in collaboration with the Williamson County Auditor's Office.

Following is a list of Purchasing Statutes the County adheres to. This list is not an all-inclusive list:

- Texas Local Government Code:
  - County Purchasing Act (Chapter 262, subchapter C), Public Property Finance Act (Chapter 271, subchapter B), State Contract (sec. 262.002, and Chapter 271, subchapter D);

- Centralized Purchasing Function: Purchasing Agent (Chapter 262 subchapter B)

- Texas Government Code:
  - Interlocal Cooperation Contracts (Texas Government Code, Chapter 791), Payment for Goods and Services (Texas Government Code, Chapter 2251), Contracts with Governmental Entities, Non-Residential Bidders (Texas Government Code, Chapter 2252), Public Works Performance and Payment Bonds (Texas Government Code, Chapter 2253), Professional Services Procurement Act (Texas Government Code, Chapter 2254, subchapter A), Prevailing Wage Rate for Construction of Public Works (Texas Government Code, Chapter 2258), Contracting and Delivery Procedures for Construction Projects (Texas Government Code, Chapter 2269);
- Texas Council on Purchasing from People with Disabilities (Texas Human Resource Code, Chapter 122);
- Sales tax exemption for governmental entities (Texas Tax Code, section 151.309);
- Workers' Compensation Compliance (Workers' Compensation Rule 110.110);
- Uniform Electronic Transaction Act (Texas Business & Commercial Code, Chapter 322).

C. Definitions

ADVERTISEMENT or ADVERTISE - A public notice put in a newspaper of general circulation containing information about an Invitation for Bid, Request For Proposal, or Request for Qualifications as specified in TEX. LOC. GOV'T CODE ANN., §262.025.

ADDENDUM - A document used to change the specifications, terms and/or conditions of an event.

AMENDMENT - A change or addition to a legal or statutory document.

ANNUAL TERM CONTRACT - A recurring contract for goods or services, usually in effect on a 12-month basis.

AUDITOR - Williamson County Auditor and their designated representatives.

BEST VALUE - A method of evaluating price that includes an evaluation based on the total life cycle cost of the item or service. Best value is the lowest and best overall life cycle cost proposal taking into consideration numerous factors depending on what is being procured.

BID BONDS - A deposit required of bidders to protect the County if a low bidder withdraws its bid or fails to enter into a contract.

BIDDER - A vendor that submits a bid, including anyone who acts on behalf of the vendor that submits a bid, such as agents, employees, and representatives.

BIDDERS LIST - An automated list of suppliers who have registered through Williamson County's Supplier Portal indicating an interest in submitting bids for particular categories of goods and services.

BONFIRE - Used to set up, maintain, and analyze bidding events. It is a system for requesting bids, quotes, awarding events, developing bid lists, and maintaining the supplier portal as well as contract document repository, vendor performance management tool.

CHANGE ORDER - A construction contract document that changes the contract by increasing or decreasing the cost or the time for performance or changes the goods or services to be delivered.

COMMISSIONERS COURT - Williamson County Commissioners Court.

COMMODITY CODES - A means of classifying goods and services with a unique number assigned to each description.

COMPETITIVE BIDDING - Allowing available suppliers to compete to provide goods and/or services.

COMPETITIVE PROPOSAL PROCESS - Available suppliers compete to provide goods and services in compliance with TEX. LOC. GOV'T CODE ANN., §262.030.

COMPONENT PURCHASES - Purchasing a series of component parts of goods that normally would have been purchased as a whole.

CONTRACT - A formal, written agreement executed by the County and a vendor containing the terms and conditions under which goods or services are to be furnished to the County and the County's authorized representative commits County funds.

CONTRACT MANAGEMENT - Contract Management is used to process the creation and management of contacts based on items or services purchased over the lifetime of a contract.

CONTRACTOR - A supplier, which has been awarded a contract by Williamson County.

COUNTY - Williamson County.

CYCLE TIME - The time between when a purchase requisition is assigned to a buyer for action and when an actual purchase order is placed with a vendor. Cycle time does not include the time required for delivery, or the time it takes for the Purchasing Department to make corrections to the requisition.

EMERGENCY PURCHASE - A purchase that is needed because of an emergency condition as described in TEX. LOC. GOV'T CODE ANN., §262.024(a) (1).

EMPLOYEE - Any County, district or precinct elected official, appointed official, or employee when the purchase will be funded even partially with County funds or anyone who acts on behalf of any of these persons.

END-USER DEPARTMENT - The department that ultimately uses the finished goods or services when the purchase or construction is completed.

EVENT- An electronic document (solicitation), such as an invitation for bid (IFB), request for Quick Quotes or Simple Bids ((QQ), request for proposal (RFP) or request for qualifications (RFQ), issued by the Purchasing Department. The document contains terms and conditions for a contract and it requests (solicits) a bid or proposal for goods or services needed by the County.

FORMAL COMPETITIVE BIDDING - The bidding process ($50,000 and above) specified in TEX. LOC. GOV'T CODE ANN., §262.023 which requires approval by the Commissioners Court.

GOODS - Includes any personal property to be purchased by the County, including equipment, supplies, material and component or repair parts.

INVITATION FOR BID or IFB - Specifications and bidding documents requesting pricing for a specified good or service, which has been advertised for bid in a newspaper.

ITEM – Any service, equipment, good, or other tangible or intangible personal property, including insurance and high technology items. This does not include professional services as defined by Texas Government Code, Section 2254.002.

LEASE - A contract for the use of personal property for a period of time in return for a specified compensation.

LOWEST RESPONSIBLE BID - The offer from the responsible bidder who submits the lowest and best bid meeting all requirements of the specifications, terms, and conditions of the invitation for bid. The lowest responsible bid includes any related costs to the County in a total cost concept. The term "responsible" refers to the financial and practical ability of the bidder to perform the contract and takes the vendor’s past performance into consideration.

MODIFICATION - A document used to change the terms and/or conditions of a contract.

NEGOTIATION - A consensual bargaining process in which the County and vendors attempt to reach an agreement on differences in desired contract provisions or a potentially disputed matter for the purposes of reaching an understanding.

OFFICIAL - Any elected or appointed official and any person authorized to act on their behalf.

ORACLE - Williamson County’s Financial Management System, which includes the Purchasing module.

PAYMENT BOND – A surety bond executed in connection with a contract that secures the payment requirement of a Contractor.

PRE-SOLICITATION CONFERENCE – A conference conducted by the Purchasing Department for the benefit of those wishing to submit a bid or proposal for goods or services required by the County. The conference is held to allow bidders/proposers to ask questions about the proposed contract and particularly the contract specifications.

PERFORMANCE BOND – A surety bond that provides assurance of a Contractor's performance of a certain contract.

PROFESSIONAL SERVICES – A service directly related to professional practices including those services within the scope of the practice of accounting; architecture; optometry; medicine; land surveying; and professional engineering (as defined per Texas Government Code 2254).

PROPRIETARY INFORMATION – Information in bids or proposals to which Vendor/ Suppliers claim ownership or exclusive rights and which is protected from disclosure in the Texas Open Records Act (TEX. LOC. GOV'T CODE ANN., chapter 552).

PUBLIC WORKS – Constructing, altering, or repairing a public building or carrying out or completing any public work.

PURCHASE ORDER – An order by the Purchasing Department for the purchase of goods and services on the County's standard Purchase Order and which, when accepted by the vendor without qualification becomes a contract. The vendor agrees to deliver and invoice for goods or services specified, and the County commits to accept the goods or services for an agreed upon price.

PURCHASING – The act, function, and responsibility for the acquisition of goods and services including construction and professional/personal services.

PURCHASING ACT – Chapter 262, subchapter C of the Texas Local Government Code, which governs the conduct of purchasing activity for counties.

PURCHASING AGENT -The purchasing agent appointed by and reporting to the Commissioners Court.

PROCUREMENT CARD (P-CARD) – A type of credit card used for smaller purchases to achieve greater cost efficiency, control, and convenience.

PROCUREMENT CARD HOLDER – County personnel who have been issued P-cards and who are authorized to make purchases in accordance with purchasing card procedures.

PROCUREMENT CARD PROGRAM ADMINISTRATOR – Located in the County Purchasing Department and is responsible for processing Cardholder applications and agreements, issuing P-Cards, providing training to Cardholders, assisting Cardholders with inquires, monitoring P-Card usage, and revoking Cardholder privileges when necessary.

PURCHASING DEPARTMENT – Williamson County Purchasing Agent and staff.

PURCHASING LAWS – The laws that govern County purchasing.

PURCHASING ORIGINATION APPLICATION: Purchasing approval workflow implemented in SharePoint to capture approvals beyond Oracle Requisitions and Purchase Orders.

REQUEST FOR INFORMATION (RFI) – A general request to contractors for information for a potential future solicitation which is used as a research and information gathering tool for preparation of specifications and requirements. Must be issued by the Purchasing Department.

REQUEST FOR PROPOSAL (RFP) – A document requesting an offer be made by a vendor, which allows for negotiations after a proposal has been received, but before award of the contract for goods and services procured in compliance with TEX. LOC. GOV'T CODE ANN., section §262.0295 or §262.030.

REQUEST FOR COMPETITIVE SEALED PROPOSAL (RFCSP) - A document requesting an offer be made by a vendor, for the construction, rehabilitation, alteration or repair of a facility which allows for negotiations after a proposal has been received, but before award of the contract for said construction services procured in compliance with TEX. GOV'T CODE, section §2269.151 SUPCHAPTER D.

REQUEST FOR QUALIFICATIONS (RFQ) - A document that requests details about the qualifications of professionals whose services must be obtained in compliance with the Professional Services Procurement Act and Texas Government Code, Chapter 2269.

REQUISITION - A request by a department to the Purchasing Department which authorizes the Purchasing Department to issue a Purchase Order and enter into a contract with a vendor to purchase goods or services for the County and the Auditor to charge the appropriate department budget. This automated form is for internal use and cannot be used by a department to order materials directly from a vendor.

RESPONSIVE - A vendor who has complied with all material aspects of the solicitation document, including submission of all required documents.

RESPONSIBLE - A vendor who has the capability to perform fully and deliver in accordance with the contract requirements based on consideration of past performance, financial capabilities, and business management.

REVERSE AUCTION - A method for procurement in which the roles of the buyer and the seller are reversed to drive purchase prices down.

SEALED BIDS - Competitive bids required to be advertised in a newspaper and submitted to the Purchasing Department in a sealed envelope or electronically via encrypted method.

SEPARATE PURCHASES - Purchases made in a series of separate purchases, goods and services that in normal purchasing practices would have been purchased in one purchase.

SEQUENTIAL PURCHASES - Purchases made over a period of time that in normal purchasing practices would be made as one purchase.

SERVICES - Includes all work or labor performed for the County on an independent contractor basis, including maintenance, construction, manual, clerical, personal or professional services.

SINGLE PURCHASE LIMIT - A dollar amount placed on P-Cards per transaction as established by the User Department Head and identified in this Manual.

SOLE SOURCE GOOD OR SERVICE - A good or service that can be obtained from only one source that is purchased in compliance with TEX. LOC. GOV'T CODE ANN., section §262.024 (a)(7) and (c).

SOLICITATION - A document (such as an IFB, RFP, RFQ, RFI) or Reverse Auction issued by the Purchasing Department that contains terms and conditions for a contract to solicit a response from vendors to provide goods or services needed by the County.

SPECIFICATIONS - A concise description of a good or service that an entity seeks to buy and the requirements the vendor must meet to be considered for the award. A specification may include requirements for testing, inspection, or preparing any item for delivery, or preparing or installing it for use. The specification is the total description of the item to be purchased.

SUPPLIER - A business entity or individual that seeks a contract to provide goods or services to the County.

USER DEPARTMENT - All County and precinct offices and subdivisions, as well as district offices when the purchases are funded even partially with County funds; the department from whose budget the contract will be paid.

VENDOR - A business entity or individual that has a contract to provide goods or services to the County.

D. General Ethical Standards

The Williamson Purchasing Department believes that the following ethical principles must govern the conduct of every person who is involved in the purchase of commodities, services, maintenance, professional services, and construction, on behalf of the Williamson County taxpayers. This code of ethics coincides with the Code of Ethics of the National Institute of Governmental Purchasing which is one of the leading Procurement Associations in North America as well as internationally recognized.

- Personal Gain – It shall be a breach of ethics to attempt to realize personal gain through public employment with Williamson County by any conduct inconsistent with the proper discharge of the employee's duties.

- Influence – It shall be a breach of ethics to attempt to influence any public employee of Williamson County to breach the standards of ethical conduct set forth in this code.

- Conflict of Interest – It shall be a breach of ethics for any employee of Williamson County to participate directly or indirectly in procurement when the employee knows that:

    - The employee or any member of the employee's immediate family has financial interest pertaining to the procurement;

- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; and
- Any other person, business, or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

- Gratuities – It shall be a breach of ethics to offer, give or agree to give any employee or former employee of Williamson County, or for any employee or former employee of Williamson County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rending of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefore pending before this local government.
- Kickbacks – It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Williamson County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- Contract Clause – The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation, therefore.
- Confidential Information – It shall be a breach of ethics for any employee or former employee of Williamson County knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

E. Process

Williamson County uses a modified purchasing model where some purchasing responsibilities are delegated to the End-users. Williamson County relies heavily on the End-users' expertise when creating specifications or evaluating goods and services.

Generally, the purchasing process begins with the End-user identifying requirements. Next steps may include issuing a requisition and/or request for IFB/RFP/RFQ (work sheet), contract generation, receipt and payment of goods and services.

For the process to work smoothly, coordination among many County departments and offices is necessary. In most cases, a contract process involves the following parties:

- Budget (works with End-user on including request in departmental budget);
- End-user/Requestor (defines requirements), Contract Administrator;

- Purchasing/Contracts (reviews the contract for compliance with purchasing procedures);
- Legal (reviews the contract for compliance with the Law and Commissioners Court policies);
- Contract Audit (verifies funds are available and reviews for compliance with County Auditor's policies);
- Commissioners Court (approves the contract);
- Auditor/Accounts Payable (processes payment of goods and/or services);
- County Treasurer (issues payment of goods and/or services).

In some cases, review, and approval of the purchase from other departments may be required before a Purchase Order and/or contract can be executed. Examples of purchases requiring additional approval are as follows:

- **Technology solutions** such as the following must have IT approval prior to the purchase (note this list is not all inclusive);
    - Computer software & mobile "apps"
    - Web-based or "cloud" services
    - Cellular (data or voice) services
    - Internet or other network connectivity services
    - Technology-related hardware including but not limited to:
        - Computers (desktops, laptops, tablets)
        - Mobile Devices as defined in the Mobile Device Policy (e.g. tablets, phones, such as cell phones and landline phones, handheld computers)
        - Servers, networking, and storage
        - Network infrastructure (e.g. switches, firewalls)
        - Display devices (TVs, monitors, projectors, etc.)
        - Printers/scanners/fax machines
        - Audio-Visual equipment
        - Camera Systems (fixed, in-vehicles, body-worn)
- **Human Resources-related purchases** such as Counselling, Benefits, services related to employees, software purchases including HR aspects, staffing, risk insurance, day laborers must be approved by Human Resources prior to the purchase;
- **Risk related purchases** such as risk insurance policies.
- **Radio Equipment** must be approved by the Wireless Communications Department prior to the purchase;
- **Vehicles** must be approved by Fleet Services prior to purchase.
- For **Furniture that requires installation and/or connection to electrical outlets** Facilities Management must be informed prior to the purchase

To avoid delays in the process and to ensure compliance with County policy and state law, user departments must enter their requests into the Purchasing Origination Application and should remember the following:

1. **Only utilize purchasing strategies that do not restrict competition such as component purchases, separate purchases, and sequential purchases.** According to Texas Local Government Code §262.034(a), a County officer or employee **who intentionally or knowingly makes or authorizes separate, sequential, or component purchases to avoid the competitive bidding requirements** of Section §262.023 is committing a Class B misdemeanor. A Class B misdemeanor is punishable by fine up to $2,000, up to 180 days in jail, or both.
2. Only engage in activities and behaviors that do not create a conflict of interest or the perception of a conflict of interest.
3. **Only commit to purchasing goods or services after the Purchasing Department issues an authorized Purchase Order.** The general rule is that a Purchase Order is required for most purchases $5,000 and over prior to a purchase being made. Details are noted in Section 4.C of this manual.
4. **Ensure funding is available before submitting a requisition.** The law does not allow expenditures that exceed budgets. The Purchasing Department will not process requisitions for which adequate funding is not available.
5. **Plan purchases to minimize the use of emergency and expedited purchases.** Rush purchases are generally more expensive, and they delay other requisitions already in the system. Vendors may attempt to charge premium prices for goods and services when there is insufficient time allowed to explore alternatives. Departments and Offices are encouraged to forecast their procurement needs and services at the beginning of each fiscal year.
6. **Ensure that purchasing policies and procedures are understood before ordering.** Departments must assure that all employees responsible for making department purchase requests have read and understand the purchasing procedures in this Manual. Departments should also ensure that End-users attend annual training provided by the Purchasing Department.
7. **Receipt of goods and services.** Since the County does not have centralized receiving, each department is responsible for individually receiving goods and services.
8. **Vendor Performance Reporting**. Departments should inform the Purchasing Contracts Team for vendor performance issues such as shortages, late delivery, or damaged merchandise. End-users are also encouraged to enter vendor performance issues, into the County's vendor performance reporting system for documentation in the file. The vendor performance reporting system is located on the internal Purchasing Department SharePoint site at:

   Unsatisfactory Vendor Performance Report: New (sharepoint.com)

SECTION 2

PROCUREMENT PLANNING

A. Purpose

It is important that enough time is allowed for a purchasing request to allow for proper planning and identification of needs in advance to the submission of a purchase requisition. This is so the best goods and services possible can be obtained at competitive pricing through fair and open competition. As soon as the need arises, the End-user department should clearly identify the requirements of the goods and/or services needed, quantity of the goods and/or services as well as the time frame in which they are needed. Besides developing the specifications, the End-user, together with the Purchasing Department, should create a timeline to schedule various tasks to facilitate the purchasing process. An unrealistic timeline may cause a restriction in competition causing potential price increases.

B. Timelines

An essential element of proper planning is to consider the "Administrative Lead Time" required when processing a competitive procurement. Administrative Lead Time is defined as the period of time from initiation of the requirement by the user to issuance of an award. For competitive sealed bidding or competitive negotiation (those greater than $50,000), the minimum time required to prepare, solicit, evaluate, and make an award is 8 to 12 weeks depending on the complexity of the procurement. **Please remember that this period should be included in your planning.**

SECTION 3

SPECIFICATIONS

A. Definition

A specification is a document which provides vendors with clear and precise requirements and criteria of the minimum standard acceptable for goods or services they must meet to be considered for award. A specification may include requirements for testing, inspection or preparing an item for delivery, or preparing or installing it for use.

Specifications also provide purchasing personnel with a clear guideline of what product or service the End-user intends to procure so vendors can be provided with firm criteria of minimum product or service acceptability. Since the Williamson County Purchasing Department is not centralized, it is the End-user's responsibility to identify the requirements to create an effective specification document. As a result, a good specification should:

- Set the minimum acceptability of the goods or service. Too high a standard could mean wasted tax dollars. Too low a standard, and the good or service may not meet the expectations of the user;
- Promote competitive bidding. Restrictive specifications decrease competition and may lead to increased pricing;
- Include provisions for reasonable tests and inspections for acceptability of the good or service. The methods and timing of testing and inspection must be indicated in the specification. Tests should refer to nationally recognized practices and standards whenever possible;
- Provide fair and impartial award to the lowest qualified bidder or best value proposal.

While specifications may be prepared by the user department or an outside entity, the final authority and control of the specification resides with the Purchasing Department to ensure that the specification is not too restrictive, and that competition is promoted. Material changes to specifications will be coordinated with the user department.

B. Types of Specifications

There are several types of specifications commonly used, depending on the requirement. Specifications may also be a combination of the different types.

- Design Specifications
  - ➢ detailed descriptions of a good or service, including details of construction or production, dimensions, chemical composition, physical properties, materials, ingredients and all other details necessary to produce an item of minimum acceptability;

- usually required for construction projects, custom-produced items and many services.

- Performance Specifications

  - goods and/or services are described in terms or required performance;
  - may include details such as required power, strength of material, test methods, standards of acceptability and recommended practices.

- Combination Specifications

  - Contain elements of both design and performance specifications;
  - Some features of each are included to allow a vendor to use ingenuity to meet the performance needs of Williamson County and to acquire certain necessary design characteristics;
  - Probably most commonly used specification.

- Brand-Name Specifications

  - Lists goods or services by brand name, model and other identifying specifications to limit the bidding to a single preferred product;
  - Should be avoided and be used where ONLY one brand name item will satisfy the County's requirement as this specification discourages competition;
  - Useful for purchase of replacement parts where only the brand name will work.

- Brand-Name or Equal Specifications

  - Similar to Brand-Name specifications except that equal products are acceptable in place of the named brand;
  - Requires approval by County as an equivalent substitute.

- Qualified Products List Specifications

  - Based on a list of products, identified by manufacturer's name and model numbers which are the only acceptable items;
  - Used when quality is a critical factor and testing other products would be too time consuming or expensive.

- Standard Specifications

  - Single specification for one or more goods or services ordered on a recurring basis with the same general purpose;
  - Same specification is used each time an order is placed, or bids are advertised;

- ➢ Examples include office supplies, paper, copy machines;
- ➢ Usually more detailed than one-time specifications.

Prior to writing a specification, it is advisable to obtain an existing specification which can provide ideas and examples for Williamson County's needs. Specifications can be obtained from other governments, professional trade associations, professional purchasing associations and user knowledge.

Specification libraries that are available include:

Texas Comptroller of Public Accounts at:
http://www.window.state.tx.us/procurement/pub/specifications-library/

General Services Administration, Federal Supply Service – Specifications Section found at: www.gsa.gov

Texas Department of Transportation Standard Specification Index located at: http://www.dot.state.tx.us/gsd/purchasing/tssi_alpha.htm

National Institute of Governmental Purchasing (contact the Purchasing Department for assistance as this is available to members only) at: http://www.nigp.org/

An effective specification should be:

- Simple: Avoid unnecessary detail but be complete enough to ensure that requirements will satisfy their intended purpose.
- Clear: Use terminology that is understandable to the department and bidders. Use correct spelling and appropriate sentence structure to eliminate confusion. Avoid legal jargon and acronyms whenever possible.
- Accurate: Use units of measure compatible with industry standards. All quantities and packing requirements should be clearly identified.
- Competitive: Identify at least two commercially available brands, makes, or models (whenever possible) that will satisfy the intended purpose. Avoid un-needed "extras" that could reduce or eliminate competition and increase costs.
- Flexible: Avoid very inflexible specifications, which prevent the acceptance of a bid that could offer greater performance for fewer dollars. Use approximate values such as dimensions, weight, speed, etc. (whenever possible) if they will satisfy the intended purpose. If approximate dimensions are used, it should be within a 10 percent rule of thumb unless otherwise stated in the specifications.

SECTION 4

REQUISITIONS

A. General Information

A requisition is an automated form generated by a Department/Office in the County Oracle System that requests (authorizes) the Purchasing Department to enter into a contract with a vendor to purchase goods or services using the requestor's budget.

Williamson County uses an automated requisitioning system, referred to as Oracle. Based on pre-established budget line items, the user department enters requisitions into Oracle. Adequate budget funds must be available in the departmental line items before the Purchasing Department can purchase the requested goods or services. Manual requisitions and purchase orders are not acceptable.

Requisitions should fully describe to the Purchasing Department what to buy, when it is required, and where the goods are to be delivered or the services to be performed. Different types of information are required depending on the type of goods or service requested.

- Department gathers necessary information to enter requisition into Oracle with complete, accurate information;
- Department approver approves requisitions. Requisitions $20,000.00 and/or requisitions charged to certain funds such as projects and grants, technology funds, for example, are automatically routed past the Department approver into a pass-through queue where the requisition is reviewed by the designated buyer for compliance with Purchasing policy and law. This may require additional approval by the Commissioners Court. Once the buyer has completed the review and Commissioners Court approval has been obtained (if applicable), the requestion is routed to the Budget Office, Chief of Staff and finally the County Judge or, in the absence or vacancy of the County Judge, to the acting Presiding Officer of the Commissioners Court, for final approval. The County Judge may delegate final approval to his/her Chief of Staff in his absence.
- If at any time during the requisition routing process incorrect or incomplete information is detected by an approver, requisition will be returned to the originator for correction;
- The Purchasing Department verifies requisition for legal compliance with Purchasing law and County policies and creates Purchase Order;
- The Purchasing Department processes Purchase Order, and depending on the amount, may route through an approval workflow (Purchasing staff has different levels of approval depending on position and/or experience);
- The Purchasing Department electronically submits Purchase Order to vendor.

Specific instructions on entering requisitions into Oracle are not covered in this manual. The user department can contact the Purchasing Department for training.

There are three basic types of requisitions for processing: routine, priority (expedited) and emergency.

Routine requisitions: These requisitions are for routine, repetitive, low dollar items and are processed using normal procedures. Purchase orders and contracts are routine types of purchases. Routine requisitions are normally processed within 5-7 business days of arriving in the purchasing queue. Processing time may be extended if incomplete documentation was provided by the End-user and further clarification must be obtained.

Priority (expedited) requisitions: These requisitions are given a degree of precedence over other requisitions.

Emergency requisitions: These are for emergency purchases that meet the definitions outlined in the statute (Texas Local Government Code, §262.024(a) (1)).

Requisition Timeline: Routine requisitions will be processed within 5-7 business days of dropping into the designated Buyer's queue if appropriate documentation is provided and no additional clarification/information and/or verification or approval, such as Co-Op verification and/or Commissioners Court approval, is needed by the Purchasing Department. Priority and Emergency Requisitions will be processed as quickly as possible to receive item(s) and/or service(s) in a timely manner. Processing time may be extended due to requisition complexity or researching the requested item(s) and/or service(s).

Commodity Code(s): Requisitions will be required to identify a "commodity code." Commodity Codes are standard classification codes for products and services used to detail where money is spent within the County. Williamson County utilizes the National Institute of Governmental Purchasing (NIGP) 5-digit commodity code system to track Countywide bidding thresholds.

B. Routine

1. Contract Items

This is a requisition submitted to order contract goods or services from an existing Williamson County contract, Cooperative Purchasing contract or Interlocal Agreement with another agency. Before entering a requisition, the Department must research and identify certain information that must be included in the requisition. Contact the Purchasing Department for information regarding contract item description, pricing, and availability. This information is critical to ensure that the correct item is purchased and that the purchase is legal.

2. Non-Contract Items (Off -contract purchases)

This is a requisition submitted to order goods or services where there is not a previously competitively bid contract, whether through a county bid or purchasing cooperative. The requisition will become a Purchase Order contract specifying the exact terms and conditions. Before entering a requisition, the Department must research and identify certain information that must be included in the requisition. This

information is critical to ensure that the correct item is ordered. Prior to issuing an "off contract" Purchase Order the Purchasing Department must ensure that the commodity code for the expenditure does not exceed the legal bidding threshold. If that is the case, a formal bid process may be required before proceeding.

C. Purchases not requiring a Purchase Order

In most instances, purchases should be made using an on-line requisition; however, there are specific types of purchases where the use of an on-line requisition is not efficient or effective.

Per TLGC 113.90, the County must issue a requisition for materials and supplies prior to the purchase being made. Additionally, it is County Policy that a Purchase Order is required prior to a purchase for all procurement of goods (other than materials and supplies) or services. This is to ensure that commodities can be monitored so the County does not exceed the $50,000 bidding threshold (TLGC 262.023).

Exceptions to the Purchase Order requirement or where a Purchase Order may be entered after the purchase was made, are as follows:

- A Purchase Order is not required for:
    - Purchases on a Procurement Card (see Procurement Card (P-Card) policy);
        - NOTE: Certain services can only be tracked via Purchase Order in Oracle and MUST NOTE be paid via p-card to ensure that the County does not exceed the 50K threshold during a given Fiscal Year (even if they are below $5,000 individually). Additionally, a service agreement may be required to ensure the County is covered from a risk/liability perspective and that the vendor has appropriate insurance coverage. Following is a list of examples, however this is NOT A COMPLETE LIST: Construction Services, Installation Services, Asbestos Abatement Services, Remodeling Services, skilled trade services such as carpenters, masons, plumbers, painters, electricians etc…
    - Postage (except for rental/lease fees for postage machines);
    - Travel and/or Training;
    - Shipping (if not included on Purchase Order);
    - Bonds;
    - Subscriptions/Publications (non-software purchases, to include Internet subscriptions);
    - Notary Fees;
    - Certifications and Memberships;
    - Utilities (i.e. Electricity; Natural Gas; Water; Sewage; Broadband Internet, both fixed-line and mobile; Telephone and Cable Service; etc.);
    - Tort Claims;
    - Health Benefits Payments;
    - Court related Fees;
    - Risk Management Premiums;
    - Appraisal district fees;
    - Indigent Assistance (Rent/Utilities, Court-appointed attorneys, etc.);

- Licenses and Permits;
- Refunds;
- Employee Reimbursements (Reimbursement Form must be submitted to the Auditor's Office with proper documentation);
- Court-Appointed Attorney Fees and related expenses, Professional Services mandated by the Court, Investigative Services, Psychological Evaluations, Transcription services (to include Transcripts), Substitute Court Reporters, Statement of Facts, Interpreter Services, Guardianship and Ad item expenses;
- Professional Services (as per TGC 2254) **NOTE:** non-bond funded expenditure where PSAs cross the County fiscal year still require Purchase Orders.

- A Purchase Order may be entered after the purchase was made:

  - Repair services at the time the service is performed (i.e. equipment repairs, vehicle repairs etc., includes purchase and/or replacement of any parts)
  - Maintenance Agreements (may still need to be approved by Commissioners Court)
  - Goods and Services purchased during an Emergency (i.e. public calamity) **NOTE:** a purchase order must be entered as soon as possible but no later thank three (3) days after a purchase is made and the purchase must be exempted during the next possible Commissioners Court meeting. This applies to purchases for which a Purchase Order is required. For purchases for which a Purchase Order is not required, the Commissioners Court exemption may happen without the issuance of a Purchase Order
  - Software/Subscription renewal **if previously approved by IT**

Purchases for supplies and materials for which a purchase order is required but was not issued prior to the purchase, must be approved by the County Judge or, in the absence or vacancy of the County Judge, the acting Presiding Officer of the Commissioners Court. A *County Judge's Approval Form* located on the Auditor's Portal must be completed for these purchases.

SECTION 5

NEGOTIATED OR NON-BID PURCHASES

A. Items Less than $50,000

- **Commodity Purchases exceeding $$19,999.99 and below $50,000 are** generally requested via purchase requisition. Three (3) written quotes must be obtained, evaluated, and provided as backup with the purchase requisition, by the End-user Department, unless items are listed on a Purchasing Cooperative or purchased through an Interlocal Agreement (ILA) or an exemption as approved by the Williamson County Commissioners Court. End-users are to ensure that the purchase provides the best value to the County. Commissioners Court approval is not required unless the accompanying documentation requires a signature by the County or an Agreement is needed.
- **Purchases of services** exceeding **$19,999.99** and below $50,000 are generally requested via purchase requisition. Three (3) written quotes must be obtained, evaluated, and provided as backup with the purchase requisition by the End-user Department. If a purchase is over $50,000 or requires on-property services the Legal Department may require, depending on the risk and/or type of service that a service agreement be issued. Any service agreements must be approved by the Commissioners Court. Further. If a quote requires a binding signature by the County, only the County Judge or, in the absence or vacancy of the County Judge, the acting Presiding Officer of the Commissioners Court can sign the quote after Commissioners Court approval.

B. Items less than $5,000

Commodity purchases under $5,000 should be facilitated using a Procurement Card (P- Card). In the event the Department doesn't have a P-Card, Department will submit a Requisition for the purchase. This may include verifying the department recommended vendor and the vendor's pricing and delivery methods as well as ensuring that the purchase is legal. Purchasing Department staff will assist Departments and Offices with product goods/services and vendor search when necessary. Purchasing Department staff, after verifying all information within the Requisition, will issue the Purchase Order without further competition.

- P-Cards allow organizations to procure goods and services in a timely manner.
  •

  NOTE: Certain services can only be tracked via Purchase Order in Oracle and MUST NOT be paid via p-card to ensure that the County does not exceed the 50K bidding threshold during a given Fiscal Year (even if they are below $5,000 individually). Additionally, a service agreement may be required to ensure the County is a covered from a risk/liability perspective and that the vendor has appropriate insurance coverage. Following is a list of examples however, this is NOT A COMPLETE LIST. Construction Services, Installation Services, Demolition Services, Fabrication Services, Inspection Services,

Remediation Services, skilled trade services such as carpenters, masons, plumbers, painters, electricians, etc.

C. Items Over $50,000

For items that exceed $50,000, one of the following methods must be used.

- Use of other local government contracts via Interlocal Agreement or cooperative purchasing agreements
- Invitation For Bids/Request For Proposals or other Alternative Delivery Method.
- Court exemption (by law)

All items above $50,000 requiring a competitive bidding process are advertised on the Williamson County electronic bidding Portal Bonfire at https://wilco.bonfirehub.com/portal/?tab=login The Purchasing Department will use the backup provided in the Purchasing Origination with the specifications to develop the materials and competitively solicit a bid or proposal.

Departments are also encouraged to utilize the electronic Bidding Quick Quote/Simple Bids feature to allow for easier access by the general public to procurement opportunities under $50,000.

D. Emergency Purchases

Emergency purchases are authorized in extremely limited circumstances. The purchase of any goods or services needed because of an emergency condition shall comply with the provisions of the Texas Local Government Code, §262.024(a) (1). which allows the Commissioners Court to exempt procurement (from the presumption of bidding but not from obtaining necessary, although expediated, approvals) for an emergency defined as:

- an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the County.
- an item necessary to preserve or protect the public health or safety of the residents of the County; or
- An item necessary because of unforeseen damage to public property.

Depending upon the time of the emergency and type of purchases necessary, one of the following procedures should be followed in accordance with County policy:

- If an emergency situation arises in which materials or services must be purchased and obtained without administrative delay, emergency purchasing may be authorized. The decision-making process will be conducted on an individual case basis by the Purchasing Agent in collaboration with the

requesting Department Head, County Auditor and County Judge or, in the absence or vacancy of the County Judge, the acting Presiding Officer of the Commissioners Court.

- End users must still identify funding sources and work within a set budget

Process

- The department head experiencing the emergency should contact a vendor who can furnish the supplies/services immediately and obtain the price.
- The department head should then contact the Purchasing Department for approval, specifying the details of the situation, the vendor contacted, and the cost of the materials or services and inform the County Judge or, in the absence or vacancy of the County Judge, the acting Presiding Officer of the Commissioners Court of the emergency and the path forward.
- The Purchasing Department will consult with Legal on whether an Emergency Service Agreement is needed. If an agreement is needed, the requesting department will obtain the vendor signature and insurance certificate (if applicable) and send it to the Purchasing Department.

  The Purchasing Department and/or requesting Department will obtain the signature of the County Judge or, in the absence or vacancy of the County Judge, the acting Presiding Officer of the Commissioners Court on said agreement. Once the agreement has been signed, the end-user department has authorization to issue the Notice To Proceed.
- The department head or designated employee must submit a requisition to the Purchasing Department before a Purchase order can be issued within three (3) days of the emergency.
- The Purchasing Department will place an agenda item on the next possible Commissioners Court session ratifying the emergency purchase.

All emergency exemption orders must be processed through the Purchasing Department.

For items less than $50,000, the Purchasing Agent may authorize any action to be taken, including using the P-Card for an emergency. The Purchasing Agent may allow the P-Cards to be increased to cover emergency purchases.

For items that exceed $50,000 and meet the discretionary exemptions for Emergencies per Texas Local Government Code, the Purchasing Department will submit the agenda item for Commissioners Court.

In all instances where an emergency purchase is necessary, the Department Head or Elected Official of the requesting department must provide adequate confirmation justifying that the purchase is an emergency which may require additional approval from Legal, Auditor and/or a member of the Commissioners Court.

For after-hours (Monday through Friday, before 8 a.m. and after 5 p.m., nights,

holidays, and weekends) emergency purchases, the Department should email or call the Purchasing Agent. Within three (3) days after the emergency purchase, the Department shall enter a requisition or if using a P-Card, provide the required receipts and provide written documentation to the Purchasing Agent concerning the details of the emergency purchase.

Failure to promptly notify the Purchasing Department and input a requisition for the emergency could affect the County's ability to approve the claim for payment.

E. Discretionary Exemption Purchases

Section §262.024 of the Texas Local Government Code list procurements that may be exempted from competitive bidding requirements:

- items for which competition is precluded because of the existence of patents, copyrights, secret processes or monopolies;
- films, manuscripts, or books;
- electric power, gas, water and other utility services;
- captive replacement parts of components for equipment;
- vehicle and equipment repairs.

By law, sole source goods and services require a signed statement from the Purchasing Agent as to the existence of only one source, specifically noting which type of listed sole source good or service is being purchased. The statement will be submitted for acceptance by Commissioners Court and must be reflected in the Court's meeting minutes.

The sole source process requires for the requesting department to submit various documents such as:

- Sole Source Justification;
- Written quote from vendor;
- Letter of justification from the vendors on company letterhead and signed by an authorized representative establishing why they are a sole source;
- Notarized sole source affidavit completed by the vendor;
- Signed letter of recommendation from the requesting Department Head/County Official;
- If Technology related purchase, written approval from IT;
- If Human Resources related purchase, written approval from HR.

Upon receipt of the documents and determination that a sole source purchase is justified, an RFI is posted in Bonfire publicly for 14 days by the Purchasing Department to inform vendors of the intent to award a sole source purchase. If no vendors responses are received, the Purchasing Agent creates a sole source certification letter which must be approved by the Commissioners Court.

F. Procurement Card Purchases

In accordance with Texas Local Government Code §262.011(l), the County Purchasing Agent may have assistants to aid in the performance of the Agent's duties. Any person who is authorized by the County Purchasing Agent to use a County Purchasing Card (P-Card) while making a County purchase is considered an assistant of the County Purchasing Agent to the extent the person complies with the

rules and procedures prescribed for the use of County Purchasing Cards as adopted by the Purchasing Agent.

Williamson County provides the P-Cards for immediate access to goods and/or services and to expedite the traditional requisition process. Those individuals who have been issued P-Cards (Cardholders) may initiate a transaction within the limits of the P-Card policy and receive goods or services.

The Purchasing Agent has designated a Procurement Card Administrator as Williamson County's Coordinator for the Procurement Card program who assigns, determines usage and control of the Procurement Cards. The Procurement Card Program Administrator shall also maintain all records of P-Card requests, dollar limitations, Cardholder transfers and any lost/stolen/destroyed P-Card information.

Detailed information about usage of the P-Card can be found in the Procurement Card Manual on SharePoint Purchasing portal located at

https://wilco365.sharepoint.com/purchasingportal/Pages/PurchasingPortal.aspx

SECTION 6

COMPETITIVELY BID PURCHASES

A. Competitive Bidding and Proposals

Competitive bids and competitive proposals are utilized to stimulate competition, prevent favoritism, and secure the best services and supplies, at the lowest and best price so public monies are spent properly and legally.

Additionally, the competitive bid or proposal process is used to provide those vendors qualified and responsible, who desire to do business with the County, fair and equitable treatment.

Texas Local Government Code §262 which outlines the following general requirements for formal sealed bids for purchases exceeding $50,000:

- IFBs and RFPs are advertised based on the County's specifications and conditions of purchase (outlined in the solicitation) at least once a week in a newspaper of general circulation, with the first advertisement date occurring at least 14 days before the specified opening date.
- The County's specifications (solicitations) stipulate the date and hour bids or proposals are received. **After that date and time, no further bids or proposals are accepted**.
- Vendors are encouraged to submit an electronic response through Bonfire. Hardcopy responses will be accepted. **It is the responsibility of the vendor to test any system for submission of an electronic bid or proposal prior to the deadline for submission of responses.**
- The solicitations are opened and read aloud at the specified date and hour and submitted to an evaluation team; the selected vendor is recommended to the Commissioners Court for award. Generally, the lowest responsive bid or proposal representing the best value is accepted, but only one bid or proposal may be awarded, unless the solicitation notes that multiple awards will be made.
- If no bid or proposal is acceptable, the entire bidding process may be repeated or terminated.

The term "Formal Competitive Bidding" generally applies to public purchasing which requires approval of the contract by the Commissioners Court when the solicitation process complies with either:

- Texas Local Government Code, section 262.023; or
- Texas Government Code, Chapter 2269, Subchapter C.

Williamson County uses Bonfire for scheduling, maintaining, and analyzing bidding events.

Williamson County's Bonfire portal is a web interface that allows registered suppliers to bid on solicitations, control event notification settings, and view bid history.

This process provides all bidders the opportunity to bid on the same items on equal terms and have bids or proposals evaluated according to the same standards as set forth in the specifications and required by statute.

B. Competitive Bidding General Requirements:

- Sealed bids are solicited through an Invitation for Bid (IFB) for contracts expected to exceed $50,000. The IFB is the document used to solicit bids from vendors in response to the County's specifications and contractual terms and conditions.
- The awarded IFB, and in some cases the IFB and an ensuing agreement, (signed by the County Judge or, in the absence or vacancy of the County Judge, the acting Presiding Officer of the Commissioners Court) form the contract between Williamson County and the vendor.
- Competitive Bids cannot be negotiated. Price is generally the sole determining factor (with a few exceptions) for a contract to be awarded if the vendor's product or services meet the requirements of the specification.
- The IFB method is the preferred method for procuring goods and non-personal services. It is used when the requirement can be clearly defined, is readily available, and is an off-the-shelf type of requirement.

C. Competitive Proposals General Requirements:

- Sealed Proposals are used to procure insurance, high technology items, landscape maintenance, travel management and recycling services.
    - "High technology" goods or services means goods or services of a highly technical nature, including data processing equipment and software and firmware used in conjunction with data processing equipment; telecommunications, radio and microwave systems; electronic distributed control systems, including building energy management systems; and technical services related to those goods and services.
- RFPs must be advertised in the same manner prescribed for competitive bidding.

While the competitive proposal (RFP) process is similar to the competitive bidding (IFB) process, there are notable differences:

- The RFP uses performance standards rather than the description of the goods or services and specifies the relative importance of price and other factors used to evaluate the proposal.

- Vendors submit unique proposals to meet the requirements outlined in the RFP. Proposals may incorporate entirely different approaches to accomplish the same performance. After proposals are received, the County may communicate or seek clarification with as many suppliers that are deemed "responsive" to find the best possible proposal from each supplier and award to those suppliers.

- Interview scoring may be facilitated with finalists. Best and Final Offer may be requested from any Respondents scheduled for interviews. Interviews shall be conducted in person and not remote.

- RFP results in a negotiated contract.
- Cost is not the only determining evaluation factor, however, its relative importance to other evaluation factors must be specified in the RFP and considered in recommending the award.
- Proposals received are opened publicly but the contents are not disclosed until the award.
- Proposal contents that are trademarked or proprietary may remain confidential pursuant to the Texas Public Information Act.

In addition to the items outlined in §262.030 above, proposals are often used to procure professional or personal services such as Consultants however, the Professional Services Act (Chapter 2254 of the Government Code) clearly defines those Professional Services which must not be procured with the RFP method but rather with the RFQ Request for qualifications method. It is not permissible to use a competitive proposal to obtain qualifications and rates charged for professional/personal services from interested professionals. Chapter 2254 of the Government Code defines that "A governmental entity may not select a provider of professional services or a group or association of providers or award a contract for the services on the basis of competitive bids submitted for the contract or for the services but shall make the selection and award:
(1) On the basis of demonstrated competence and qualifications to perform the services and
(2) For fair and reasonable price
(b) The professional fees under the contract may not exceed any maximum provided by law".

D. Invitation For Bid (IFB) / Request For Proposals (RFP) Process

This section of the Manual outlines the steps needed to process sealed bids and proposals. Since many of the steps are similar, the description will be combined.

The IFB/RFP process consists of the following:

- IFB/RFP Preparation;
- Bid/Proposal Receipt and Opening;
- Bid/Proposal Evaluation;

- Negotiation (RFP only);
- Contract Award.

Each stage has specific requirements, many of which are required by law and are discussed briefly in this section of the Manual.

1. Solicitation Process

The solicitation preparation begins with the submission of a Solicitation Worksheet into the Purchasing Origination in addition to a specification outlining the item(s) and/or services that a department wishes to procure. The specification is developed and submitted to the Purchasing Department as outlined in Section 3 of this Manual. The Purchasing Department will work with the Department to ensure that it is as open and competitive as possible. When the specification is finalized, the Purchasing Department will assemble it into a solicitation.

The main difference between a specification for an IFB and an RFP is that the IFB specification will describe an item; whereas in an RFP, the specification will be in terms of performance and will often include a statement of work to be performed.

2. Advertisement of Solicitation

By law, the County must advertise the solicitation for competitive purchases in a newspaper of general circulation in Williamson County. The first advertisement must occur a minimum of 14 days before the bid/proposal opening date specified in the solicitation. The newspaper advertisement must include:

a. The specifications describing the services to be purchased, or a statement of where the specifications may be obtained;
b. The time and place for receiving and opening bids/proposals and the name and position of the employee to whom the bids/proposals are sent;
c. Whether the bidder should use lump-sum or unit pricing;
d. The type of bond required of the bidder; and
e. The method of payment by the County.

Solicitations are publicly posted on the Williamson County Bonfire portal at: https://wilco.bonfirehub.com/portal/?tab=login

During the solicitation period, the County may hold a pre-solicitation conference to discussing solicitation requirements and answering questions of prospective bidders (Respondents). The Purchasing Department supervises the pre-solicitation conference, and the Department is asked to provide staff to attend the conference and answer technical questions. The solicitation may be amended during this period based on clarifications and answers to questions from the pre-solicitation conference. Amendments will be posted on the Bonfire Portal.

3. Bid/Proposal Receipt and Opening

Respondents may electronically submit sealed bids/proposals as described in the solicitation. Electronic sealed bids/proposals are preferred; however hard copy bids/proposals will be accepted by the Purchasing Department and are stamped with the date and time received. The Time Stamp Clock in the Purchasing

Department serves as the official time clock for identifying the date and time bids/proposals were received in the Purchasing Department. The Respondent must submit the bid/proposal by the date and time specified in the solicitation to be accepted. Late bids/proposals are not accepted and are returned unopened to the bidder.

Bids: According to Texas Local Government Code §262.026, the County official who makes purchases for the County shall open the bids on the date specified in the notice. Sealed bids will be opened publicly by the Purchasing Department and will be documented. The date specified in the notice may be extended by the Purchasing Agent. A bid that has been opened may not be changed to correct an error in the bid price.

In accordance with Texas Local Government Code §262.0235, electronic responses to solicitations are permitted based on adopted rules by Commissioners Court. Electronic response information is provided through Bonfire.

Proposals: In accordance with Texas Local Government Code §262.030, proposals shall be opened so as to avoid disclosure of contents to competing offerors and be kept secret during the process of negotiation. All proposals that have been submitted shall be available and open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposals and identified as such. In the event that a request for disclosure of identified trade secrets and/or confidential information is received by Williamson County, the Proposer shall be notified of the request. It is the responsibility of the Proposer to assert any exceptions to disclosure directly to the Office of the Texas Attorney General.

4. Bid / Proposal Evaluation

Bids: The End-user Department will evaluate all bids with assistance from the Purchasing Department and a joint recommendation will be made to Commissioners Court. A recommendation letter and any other documentation from the Department will be submitted with the agenda request. The Purchasing Department will be responsible for placing the item on the Commissioners Court agenda.

Bids will be evaluated based on the following factors: (1) the relative prices of the bids, including the cost of items such as repair and maintenance (heavy equipment) or delivery and hauling (road construction materials); (2) compliance of goods and services offered with specifications; and (3) the responsibility of the vendor, including the vendor's safety record if Commissioners Court has adopted a definition of safety that is included in the bid, and the past performance of the vendor.

When the lowest priced bid is not the best bid, the requesting Department works with the Purchasing Department to develop and document clear justification for not selecting the lowest bidder. This documentation must be presented to the Commissioners Court for their approval.

Proposals: The Purchasing Department facilitates/supervises the evaluation process performed by the user department and/or committee. Evaluators shall use the evaluation factors and the points and/or weights specified in the RFP in evaluating the proposals. Typical evaluation factors include:

a. Quality, availability, and adaptability of the supplies, materials, equipment, or contractual services to the particular use required;
b. Number and scope of conditions attached to the respondent's proposal;
c. Ability, capacity, and skill of the respondent to perform the contract or provide the service required;
d. Whether the respondent can perform the contract or provide the service promptly, or within the time required, without delay or interference;
e. Character, responsibility, integrity, reputation, and experience of the respondent;
f. Quality of performance of previous contracts or services;
g. Any previous or existing noncompliance by the respondent with specification requirements relating to information;
h. The sufficiency of the financial resources and ability of the respondent to perform the contract or provide the service;
i. The ability of the respondent to provide future maintenance, repair parts, and service for the use of the contract;
j. Personnel Qualifications;
k. Demonstrated corporate experience and qualifications in performing work outlined in RFP; and
l. Cost.

Additional general best value evaluation factors:

m. Installation costs;
n. Life cycle costs;
o. Quality and reliability of the goods and services;
p. Indicators of probable vendor performance under the contract such as past vendor performance, the vendor's financial resources and ability to perform, the vendor's experience or demonstrated capability and responsibility, and the vendor's ability to provide reliable maintenance agreements and support;
q. Cost of any employee training associated with purchase;

r. Effect of a purchase on agency productivity;

s. Vendor's anticipated economic impact to the state or a subdivision of the state, including potential tax revenue and employment; and

t. Factors relevant to determining the best value for the state in the context of a specific purchase.

5. Negotiations / Best and Final Offer (BAFO)

The Purchasing Department will supervise all negotiations. Any negotiations with offerors should be coordinated with the Purchasing Department. Departments negotiating directly may jeopardize the progress of the County evaluation committee.

All offerors must be accorded fair and equitable treatment with respect to any opportunity for discussion and revision of proposals and submittal of a "Best and Final Offer" (BAFO).

After the negotiations are complete, the assigned Purchasing Department staff (in limited situations) may request the qualified offerors to submit a BAFO by a specified date and to a specified location. Based on the negotiations, the BAFO must allow the offeror to:

a. Modify the initial offer;

b. Update pricing based on changes the User department/County has made; and

c. Include any added inducements that will improve the overall score in accordance with the evaluation plan of the RFP.

6. Contract Award

Bids

In accordance with Local Government Code, §262.027, the Purchasing Agent shall recommend contract award to Commissioners Court. Commissioners Court may approve the recommendation, consider another recommendation or reject all bids and authorize the Purchasing Agent to re-bid the goods and/or services.

Chapter 262.027 further specifies that if two responsible bidders submit the lowest and best bid, the Commissioners Court shall decide between the two by drawing lots in a manner prescribed by the County Judge or, in the absence or vacancy of the County Judge, the acting Presiding Officer of the Commissioners Court.

In addition, a contract may not be awarded to a bidder who is not the lowest priced bidder meeting specifications unless, before the award, each lower bidder is given notice of the proposed award and is given an opportunity to appear before the Commissioners Court and present evidence concerning the lower bidder's responsibility.

Proposals

The final stage is to request the approval of a contract for award from Commissioners Court. The Purchasing Agent will present the contract for award to the Commissioners Court for approval.

SECTION 8

CONSTRUCTION

A. Introduction

Section §262.011 (e) of the Texas Local Government Code states that "The County Purchasing Agent shall supervise all purchases made on competitive bid..."

Section §271.055 of the Texas Local Government Code Subchapter B (Notice to Bidders):

(a) An issuer must give notice of the time, date, and place at which the issuer will publicly open the bids on a contract for which competitive bidding is required by this subchapter and read the bids aloud. The notice must be given in accordance with Subsection (b) or in accordance with: The County Purchasing Act (Subchapter C, Chapter 262), if the issuer is a County.

If an issuer gives notice under this subsection, the notice must:

Be published once a week for two (2) consecutive weeks in a newspaper, as defined by Subchapter C, Chapter 2051, Government Code, that is of general circulation in the area of the issuer, with the date of the first publication to be before the 14th day before the date set for the public opening of the bids and the reading of the bids aloud; and

State that plans and specifications for the work to be done or specifications for the machinery, supplies, equipment, or materials to be purchased are on file with a designated official of the issuer and may be examined without charge.

Construction procurements may use the IFB format and process, or any other alternative delivery method allowed by Government Code 2269. Additional alternative delivery methods include Competitive Sealed Proposal, Design Build, Construction Manager at Risk, Construction Manager-Agent There is however, more emphasis on the following items:

- Bonding Requirements;
- Safety Records; and
- Prevailing Wage Labor Rates.

B. Process

The Process followed for construction IFBs is similar to other IFBs with some notable exceptions that are discussed below.

1. Preparation of Documents

The Department will prepare a Solicitation worksheet in the Purchasing Origination workflow along with the description of the proposed project that includes items such as specifications, drawings, surveys, etc. The Purchasing Department will review all documents and provide comments for incorporation into the final documents.

The Department will work with the Purchasing Department to coordinate the issue date, pre-bid conference date and opening date.

The Purchasing Department releases the advertisement to the newspaper and posts the bid to the Bonfire website.

The project manuals and drawings associated with construction bids are extensive documents and uploaded to the Bonfire website. The contractor may download these documents from Bonfire.

2. Advertisement

According to Local Government Code §271.025, the County must advertise for bids and the advertisement must include a notice that:

- describes the work;
- states the location at which the bidding documents, plans, specifications, or other data may be examined by all bidders; and
- states the time and place for submitting bids and the time and place that bids will be opened.

The advertisement must be published at least twice in one or more newspapers of general circulation in the County or counties in which the work is to be performed. The first publication must be on or before the 14th day before the first date bids may be submitted.

3. Award

The Purchasing Agent will present the recommendation to the Commissioners Court.

C. Procurement of Architect / Engineering / Land Surveying Services - Request for Qualifications

The Professional Services Procurement Act (Government Code 2254) requires that architect, engineering and land surveying services be procured using a two-step process. According to the Act, the entity (County) shall:

- first select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications; and
- then attempt to negotiate with that provider a contract at a fair and reasonable price.

If a satisfactory contract cannot be negotiated with the most highly qualified provider of architectural, engineering, or land surveying services, the entity shall:

- formally end negotiations with that provider;
- select the next most highly qualified provider; and
- attempt to negotiate a contract with that provider at a fair and reasonable price.

The entity shall continue the process to select and negotiate with providers until a contract is entered according the Williamson County Professional Services Act as mandated by the Auditor's Office.

The Road and Bridge Department or Facilities Department develops the Request for Qualifications (RFQ). The RFQ document generally contains the following sections:

- General Information outlining the purpose of the RFQ, identifying the issuing office, describing the problem and defining the County's expectations for the selected service provider;
- Submittal of Statement of Requirements that identifies the conditions for submittal of a Statement of Qualifications (SOQ) including the number of copies required, date required and format, provisions related to preparation of the SOQ, date and time of pre-RFQ conference, how addenda will be issued, format requirements and process to be followed in accepting the SOQ;
- Qualifications providing a detailed description of the types of tasks that the selected vendor is expected to perform and the requisite qualifications to perform the tasks;
- Timeline for procurement with anticipated procurement milestone and project start dates;
- Information Required from Service Provider outlining the specific format and content to be used in submitting the SOQ; and
- Selection Criteria that defines the criteria that will be used to evaluate the SOQ. Cost cannot be used as selection criteria.

Respondents are encouraged to submit their SOQs into Bonfire. Sealed SOQs can be submitted to the Purchasing Department. Under the supervision/facilitation of the Purchasing Department, an evaluation committee will evaluate and conduct possible interviews. The Road and Bridge or Facilities Department will conduct negotiations and once a contract has been reached, the Purchasing Department will prepare the agenda request for Commissioners Court approval to award the contract.

D. Alternative Delivery Methods for Construction Projects

In accordance with Government Code §2269; **Contracting and Delivery Procedures for Construction Projects: Construction Manager-Agent**. A governmental entity may use the construction manager-agent method for the construction, rehabilitation, alteration, or repair of a facility; a governmental entity using the construction manager-agent method may, under the contract between the governmental entity and the construction manager-agent, require the construction manager-agent to provide administrative personnel, equipment necessary to perform duties under this section, and on-site management and other services specified in the contract. A construction manager-agent represents the governmental entity in a fiduciary capacity.

In accordance with Government Code §2269; **Construction Manager at Risk (CMAR)** methods may be used. The governmental entity shall select or designate an engineer or architect who shall prepare the construction documents for the project and who has full responsibility for complying with Chapter 1001 or 1051, Occupations Code, as applicable. §2269; the governmental entity shall select the construction manager-at-risk in either a one-step or two-step process.

In accordance with Government Code §2269; **Design-Build Contracts for Facilities**, a governmental entity may use the design-build method for the construction, rehabilitation, alteration, or repair of a facility. The governmental entity shall prepare a request for qualifications that includes general information on the project site, project scope, budget, special systems, selection criteria, and other information that may assist potential design-build firms in submitting proposals for the project. The governmental entity shall evaluate statements of qualifications and select a design-build firm in two phases: (1) the governmental entity shall prepare an RFQ and evaluate each Offeror's experience, technical competence, and capability to perform, the past performance of the submitted by the team or firm in response to the RFQ, except that cost-related or price-related evaluation factors are not permitted. (2) the governmental entity shall evaluate the information submitted by the offerors based on the selection criteria stated in the RFQ and the results of an interview.

In accordance with Government code §2269, the **Competitive Sealed Proposal Method** may be used. The governmental entity requests proposal, ranks the offerors, negotiates as prescribed, and then contract with a general contractor for construction, rehabilitation, alteration, or repair of a facility. The governmental entity shall prepare a request for competitive sealed proposals that includes construction documents, selection criteria and the weighted value for each criterion, estimated budget, project scope, estimated project completion date, and other information that a contractor may require to respond to the request. The weighted value assigned to the price must be a t least 50 percent of the total weighted value of all selectin criteria. If the governing

body of a governmental entity determines that assigning a lower weighted value to price is in the public interest, the governmental entity may assign to price a weighted value of not less than 36.9 percent of the total weighted value of all selection criteria. The governmental entity shall receive, publicly open, and read aloud the names of the offerors and any monetary proposals made by the offerors. The governmental entity shall select the offeror that submits the proposal that offer the best value based on (1) the selection criteria in the request for proposal and the weighted value for those criteria int eh request for proposal and (2) its ranking evaluation. The governmental entity shall first attempt to negotiate a contract with the selected offeror. The governmental entity and its architect or engineer may discuss with the selected offeror options for a scope or time modification and any price change associated with the modification. If the governmental entity is unable to negotiate a satisfactory contract with the selected offeror, the governmental entity shall, formally and in writing, end negotiations with hat offeror and proceed to the next offeror in the order of the selection ranking until a contract is negotiated or al proposals are rejected.

In accordance with Government code §2269, the **Job Order Contracts Method** may be used for maintenance, repair, alteration, renovation, remediation, or minor construction of a facility when the work is of a recurring nature, but the delivery times, type, and quantities of work required are indefinite. The governmental entity shall establish the maximum aggregate contract price when it advertises the proposal. The governing body shall approve each job, task, or purchase order that exceeds $500,000. The governmental entity may establish contractual unit prices or a job order contract by specifying one or more published const5ruction unit price books and the applicable divisions or line items or providing a list of work items and requiring the offerors to propose one or more coefficients or multipliers to be applied to the price book or pre-priced work items as the price proposal.

E. Wage Rate Determination

Wage determinations for construction projects shall be verified in accordance with the Davis Bacon Act at the following link: http://www.wdol.gov/ . The construction wage rates are determined by job project and title.

SECTION 9

PROFESSIONAL AND PERSONAL SERVICES

A. Request for Qualifications (PROFESSIONAL SERVICES)

The Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) applies to acquisition of the following services: accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraisal; or nursing.

Award of a contract for these professional services may not be based on competitive bids but rather on the basis of demonstrated competence and qualifications, and a fair and reasonable price. A Request for Qualifications (RFQ) is the normal course to consider for Professional Services.

B. Requests for Proposals for Professional and Personal services

The Purchasing Department processes RFPs for professional and personal services. The difference between this and regular RFPs is whether the professional service is one of those defined in Government Code 2254 Professional and Consulting Services. According to 2254, Professional Services are accounting, architecture, landscape architecture, land surveying, medicine, optometry, professional engineering, real estate appraising and professional nursing. The contract shall be awarded based on demonstrated competence and qualifications for a fair and reasonable price.

SECTION 10

FEDERALLY-FUNDED PROCUREMENT PROJECTS

A. Grants

Grants are administered via written contract between the County and the granting authority. Texas Government Code section 2261.002 (1) includes grants in its definition of a contract for which the recipient of the grant is required to perform a specific act or services, supply a specific type of product, or both.

B. Supplies, Equipment and Services

All procurement of supplies, equipment and services utilizing Federal Funds (e.g., Federal Grant or Contract) shall be made in accordance with all applicable federal rules and regulations such as the Federal Acquisition Regulations (FAR), Federal Office of Management and Budget (OMB) Circular A-102, and OMB Circular A-110. The user department is responsible for providing the Purchasing Agent a copy of all procurement requirements in the grant document in a timely manner.

C. SAMS (System for Awards Management)

All vendors, prior to award with federal funds, are "required" to be searched with the Excluded Parties List System also known as System for Awards Management (SAMS) at the following link:

https://www.sam.gov/portal/public/SAM/#1

D. Federal Policies

All Procurement of goods and services will comply with federal procurement and contract requirements outlined in 2 CFR 200.318 – 200.327. These procurement requirements must and will be followed for reimbursement from grant allocations originating from the federal government.

1. SOLICITATIONS

Procurements subject to this Policy will be made on the basis of a written solicitation, after careful consideration by Williamson County Staff (with, as applicable, the support of a selection committee) of the needs of Williamson County and available resources. The written procedures in this Policy are intended to ensure that all solicitations meet the following federal requirement s as well as conducting best practices.

a. Clear Description

The solicitation must incorporate a clear and accurate description of the technical requirements for the material, product or service to be procured. This description should include a written statement of work. 2 C.F.R.§ 200.319(c)(1).

b. Nonrestrictive Specification

The description of the technical requirements must contain features that unduly restrict competition. 2 C.F.R.§ 200.319(c)(1).

c. Qualitative Requirements

The description of the technical requirements may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. 2 C.F.R.§ 200.319(c)(1).

- **Brand Name or Equal**
  When it is impractical or uneconomical to write a clear and accurate description of the technical requirements of the property or services to be acquired, “brand name or equal” descriptions may be used to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offerors must be clearly stated. The need for a “brand name or equal” specification should be documented.
- **Preference or Performance Specifications**
  Product or service specification describe an end result, an objective, or standard to be achieved, and leaves the determination of how to reach the result to the contractor. Performance specifications describe what the product should be able to do or the services to accomplish, without imposing unnecessarily detailed requirements on how to accomplish the tasks.

d. Requirements

The solicitation must identity all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals. 2 C.F.R.§ 200.319(c)(2). All solicitations for competitive proposals must notify offerors that Williamson County reserves the right to award to other than the lowest-priced offeror. Generally, Williamson County will make a best value determination, balancing cost against technical merits, in awarding competitive contracts.

e. Type of Federal Funding

The solicitation must acknowledge the source of the Federal funding for the contracts, in compliance with the terms of its financial assistance award.

f. Contract Type

The solicitation should state the type of contact that will be awarded/

- **Fixed Price**
  A fixed price contract provides for a firm price that remains irrespective of the contractor’s actual cost of performing the scope of work under the contract. The risk of performing the work, at the fixed price, is borne by the contractor. Fixed price contracts may include an economic price adjustment, incentives, or both.
- **Cost Reimbursement**
  Const-reimbursement type contracts provide for payment of certain incurred costs to the extent provided in the contract. They normally provide for the reimbursement of the contractor for its reasonable, allocable, and allowable costs, with an agreed-upon fee. There is a limit to the costs that a contractor may incur at the time of contract award, and the contractor may not exceed those costs without Williamson County’s prior approval. Cost allowability is determined by Federal regulations. There are many varieties of cost-reimbursement contracts, such as cost-plus-fixed-fee, cost-plus-incentive-fee, and cost-plus-award-fee. Because Williamson County incurs more risk in a cost reimbursement contract, these types of contracts should only be entered into after a careful analysis of the benefits compared to other contract types.
- **Time and Materials Contracts**
  A time and material type contract is a contact whose cost to Williamson County is the sum of the actual cost of materials and direct labor hours charged at fixed hourly rates that reflect wages, general administrative

expenses, and profit. 2C.F.R § 200.318(1)(i) and (ii). This type of contract is used if no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its on risk.

- **Cost Plus Percentage of Cost**
  The use of cost plus percentage of cost and cost plus a percentage of construction cost methods of contracting are prohibited.

g. Prohibitions

Certain provisions that unduly restrict competition are prohibited. 2C.F.R §200.319(a). The following are some examples of these prohibited provisions. Note that the provisions described below are not prohibited when they are improper or excessive. For example, some qualifications and experience may be required for a particular type of contract; only "excessive" or "necessary" requirements are not allowed:

- **Excessive Qualifications**
  Placing unreasonable requirements on firms in order for them to qualify to do business. 2C.F.R §200.319(a)(I).
- **Unnecessary Experience**
  Requiring necessary experience. 2C.F.R §200.319(a)(2).
- **Unnecessary Bonding**
  Requiring excessive bonding 2C.F.R §200.319(a)(2).
  Improper Qualification
  Using improper prequalification procedures that conflict with 2C.F.R §200.319(d)
- **Retainer Contract**
  Making a noncompetitive solicitation only to a person or firm on retainer contract where that award is not for property or services specified for delivery under the scope of work of the retainer contract. 2C.F.R §200.319(a)(4).
- **In-State, Local, or Tribal Geographic Preferences**
  Imposing prohibited in-state, local, or tribal geographic preferences that conflict with 2C.F.R §200.319(a)(2).
- **Organizational Conflict of Interest**
  Allowing entities to submit bids or proposals in response to the solicitation where there would be a prohibited organizational conflict of interest. 2C.F.R §200.319(a)(5).

2. METHOD FOR PROCUREMENT

All procurements made under this policy shall avoid acquiring unnecessary or duplicative items (2C.F.R §200.318(d)). Conducting multiple steps I monitoring invoices received ensures avoiding unnecessary or duplicative items. Invoices for grant expenditure will be reviewed by the Grant Administrator and the County Grants Department for potential duplicative items. Once approved the invoice will be sent to the County Auditor. The Auditor's office will then review the invoice an additional time prior to approving for payment. Procurements shall be made using one of the following: (a) Micro-Purchases, (b) Small Purchase procedures, (c) Competitive sealed bids, (d) Competitive negotiations, (e) Non-competitive negotiations.
All procurements shall be made in accordance with these procedures.

a. Micro-Purchases

Purchases below the Simplified Acquisition Threshold may be awarded without soliciting competitive proposals if Williamson County considers the price to be

reasonable. Efforts will be made to get the lowest and best price, but written records of such efforts are not necessary. Procurements may not be disaggregated for the purpose of failing below the Micro-Purchase threshold.

b. Small Purchases

Purchases of supplies, equipment and services which cost below $50,000 require written supplier estimates but no formal bid is required. Williamson County will solicit a verbal or written response from at least three (3) vendor and will document why the vendor was selected if it is not the lowest priced offeror. If no such responses are available, a statement explaining the procurement will be prepared and filed.

c. Competitive Sealed Bids

The use of sealed bids will be employed when detailed specifications for the goods or services to be procured can be prepared and the primary basis for award is cost. When the cost of a contact, lease or other agreement or martials, supplies, equipment or contractual services, other than those personal (procuring the services of an individual for staff augmentation services) or professional (provided by a degreed, licensed professional, principally engineering, accounting, and legal services), exceeds $50,000, an Invitation for Bids (“IFB”) notice will generally be prepared. This notice will be published in the Williamson County newspaper of record an/or such other places as Williamson County deems appropriate. This notice will appear at least fourteen (14) days before the due date for bid proposals. Williamson County may also solicit sealed bids from responsible prospective suppliers by sending them a copy of such notice. To the extent possible, the Williamson County Staff is encouraged to maintain an open Bidders List. The IFB will include a complete, accurate and realistic specification and description of the goods or services to be procured, any required bid deposit, the amount of payment bond and bond performance required, (if applicable), the location where bid form sand specification may be secured, the time and place for opening bids, and whether the bid award will be made on the basis of the lowest price or the lowest evaluated price. If the lowest evaluated price is used, the measurable criteria to be used must be stated in the IFB. Sealed bids will be opened in public at the time and place stated in the IFB. The bids will be tabulated at the time of bid opening. The results of the tabulation and the bid procurements will be examined for accuracy and completeness. In addition, Williamson County shall determine that all firms are responsive and responsible. Williamson County will make the decision as to whom the contract shall be awarded. After the bid award is made by Williamson County, a contract will be prepared for execution by the successful bidder. After the contract is signed, all bid deposits will be returned to all unsuccessful bidders. Williamson County may cancel an Invitation for Bid or reject all bids if it is determined that such is in the best interest of Williamson County. Bidders will be notified in writing of such cancellation or rejection. Williamson County may allow a vendor to withdraw a bid if requested ant any time prior to be bid opening. Bids received after the time set for bid opening shall be returned to the vendor unopened. Bids which do not accept all terms and conditions of the IFB shall be deemed to be non-responsive and will be rejected. Any changes to the bidding terms and conditions hall be communicated to all bidders, and all bidder swill have an equal chance to submit a bid responsive to those changed terms and conditions.

d. Competitive Negotiations

Williamson County will use competitive negotiations, regardless of contract amount, upon written determination that either of the following conditions apply:

- Specifications cannot be made specific enough to permit the award of a bid on the basis of either the lowest bid or the lowest evaluated bid price (in other words, sealed bidding is not feasible); or
- The services to be procured are professional (provided by a degreed, licenses professional, principally engineering, accounting, and legal services) in nature.

Competitive negotiations will proceed as follows:

- Proposals will be solicited through advertisement in local newspapers of record and/or such other places as Williamson County deems appropriate. Additionally, a Request for Proposal (RFP) may be prepared and mailed, emailed, or faxed to qualified vendors. The RFP will describe services needed and identify the factors to be considered in the evaluation of proposals and relative weights assigned to each selection factor The RFP will also state where further details regarding the RFP may be obtained. The RFP will call attention to the applicable regulations. Requests for proposals will always include cost as a selection factor.
- Award must be made to the offeror whose proposal is determined in writing by Williamson County to be the most advantageous to Williamson County with price and other factors considered. This evaluation and award process contemplates a balancing of cost and technical merit in arriving at a determination as to which proposal provides the best value to Williamson County. Evaluations must be based on the factors set forth in the Request for Proposal and written evaluation of each response prepared. The selection committee may contact he firm regarding their proposals for the purpose of clarification and record in writing the nature of the clarification. If it is determined that no acceptable proposal has been submitted, all proposals may be rejected. New proposals may be solicited on the same revised terms, or the procurement may be abandoned.

    For the procurement of certain professional services, an alternative to RFPs may be used. Williamson County may publish a Request for Statement of Qualifications. RFSQs are handled in a similar method to RFP's with the exception that cost is not a factor in the initial evaluation. The selection committee will evaluate the response Sam drank them by comparative qualifications The highest scoring person or firm will be contacted, and Williamson County will negotiate cost. If Williamson County is unable to negotiate a satisfactory cost arrangement, the second highest scoring person or firm will be invited to negotiate. Williamson Count will maintain a written record of all such negotiations.

e. Noncompetitive Negotiations

Williamson County requires competitive bids for purchases of goods and services (including consulting services) over $,; however, some exceptions apply.

In circumstances, when competition cannot be obtained or the situation necessitates the required number of competitive bids to be reduced, a Sole Source or Reduction Justification Form must be submitted. The following information is a guide for requesting the waiver or reduction of competitive bids on RFPs for goods or services greater than $, Williamson County may

purchase goods and services through non-competitive negotiations when it is determined in writing by Williamson County that competitive negotiation or bidding is not feasible and that:

- **SOLE SOURCE DEFINITION AND CRITERIA**
  A single supplier that is exclusively capable of meeting Williamson County's requirements within the time available, including emergency and other situations, which preclude conventional planning and processing. These situations include:
  - One-of-a-Kind/Specialized – the commodity or service has no competitive product or must meet specialized seaport, boat or marine requirements, or specialized professional or technical services, and is available from only supplier.
  - Compatibility – the commodity or service must match an existing brand of equipment for compatibility and is available from only one vendor.
  - Replacement Part – the commodity is a replacement part for specific brand of existing equipment and is available from only one supplier.
  - Delivery Date – only one supplier can meet necessary delivery requirements.
  - Emergency – URGENT NEED for the item or service does not permit soliciting competitive bids; including purchases needed to address major facility failures, damages due to disasters, or purchases necessary to address immediate safety and security issues.
  - Only one satisfactory proposal is received through RFP or RFQ
  - The Federal or State awarding agency has authorized the particular type of noncompetitive negotiation.

Procurement by noncompetitive negotiation requires the strictest attention to the observation of impartiality toward all suppliers. Williamson County must approve all procurement s by non-competitive negotiation when only one supplier is involved or only one bid or response to an RFP/RFSQ is received.

3. CONTRACTS

Generally, all procurement in excess of the Simplified Acquisition Threshold will be memorialize and supported by a written contract. Where it is not feasible or is impractical to prepare a contract, a written finding to this effect will be prepared and some form of documentation regarding the transaction will also be prepared.

a. All contracts will contain language which allows Williamson County the opportunity to cancel any contract for cause. Said cause shall include (but not be limited to) demonstrated lack of ability to perform the work specified, unwillingness to compete the work in a timely fashion, cancellation of liability insurance or worker's compensation, failure to pay suppliers or workers, unsafe working conditions caused by the contractor, failure to comply with Davis-Bacon wage laws, (where applicable). Failure to keep accurate and timely records of the job, or failure to make those records available to Williamson County (on request) or any other documented matter which could cause hardship for Williamson County if a claim should arise, or the work not be completed on schedule at the specified cost.

b. All contacts will contain a termination for convenience provision, which allows Williamson County to cancel the contract without fault on the part of the contractor. In the event of a termination for convenience, the contractor will receive reimbursement and/or pre-rate payment for costs and work done until the point o termination, but not anticipated profits on the work that

was cancelled. The termination provision will specify the procedures for the contractor to submit a claim for termination costs.

c. Except as otherwise provided under C.F.R. Part 60, all contracts that meet the definition of "Federally assisted construction contract" in 41 C.F.R § 60-1.3 must contain the applicable contrast clauses described in Appendix II to the Unifor Rules (Contract Provisions for non -Federal Entity Contracts Under Federal Awards), which are set forth in 2 C.F.R. §200.326. These provisions will be provided to all bidders.

4. DOCUMENTATION

All source documents supporting any given transaction (receipts, purchase orders, invoices RFP/RFSQ data and bid materials) will be retained and filed in an appropriate manner. Where feasible, source documents pertinent to each individual procurement shall be separately filed and maintained. Where it is not feasible to maintain individual procurement files, source documents will be filed and maintained in a reasonable manner (examples include chronologically, by vendor, by type or procurement etc.). Whatever form of documentation and filing is employed, the purpose of this section is to ensure that a clear and consistent audit trail is established. At a minimum source document data must be sufficient to establish the basis for selection, basis for cost, (including the issue of reasonableness of cost), rationale for method of procurement and selection of contract type, and basis for payment.

5. LOCALLY OWNED, MINORITY-OWNED, FEMALE OWNED AND SMALLBUSINESSES

All necessary affirmative steps will be taken and documented to solicit participation of small and minority business, women's' business enterprises, and labor surplus area firms. Where possible and feasible, deliver schedules will be established and work will be subdivided to maximize participation by small business or minority- or women-owned businesses. Subdivided components will be bid as a separate contract. A list of locally owned, minority-owned, female owned, and small businesses and also minority businesses located within the trade region shall be used when issuing IFBs, RFPs and RFSQs. This list shall also be consulted when making small purchases. Williamson County will use the services and assistance of the Small Business Administration and the minority Business Development Agency of the Department of Commerce when appropriate. The successful bidder will be required to use these same criteria in selection of suppliers and subcontractors whenever possible.

6. CODE OF CONDUCT

No Williamson County member, employee, consultant, elected official, appointed or designated agent of Williamson County will take part or have an interest in the award of any procurement transaction if a conflict of interest real or apparent, exists. A conflict of interest occurs when the official, employee or designated agent of Williamson Count, partners of such individuals, immediate family members, or an organization which employs or intends to employ any of the above has a financial or other interest in any of the competition firm or will otherwise benefit financially or otherwise from a contract award. No Williamson County member, employee or designated agent of Williamson County may acquire a financial interest in or benefit in any way from any activity which uses any Federal funding, nor shall they have any interest in any contract, subcontract or agreement for themselves or any family members. NOTE: These rule apply to all named parties and shall be effective for the period of service and for one year after leaving said position (or office, in the case of elected officials).

a. **Acceptance of Gratuities**
No Williamson County member, employee or designated agent of Williamson County shall solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, subcontractors or potential subcontractors.

b. **Penalties**
Any Williamson County member, employee or designated agent of Williamson County who knowingly and deliberately violates the provisions of this code will be open to civil suit by Williamson County without the legal protection of Williamson County (if any employee) or such sanctions as available under the law (if an elected official).
Any contractor or potential contractor who knowingly and deliberately violates the provisions of these procurement standards will be barred from future transactions with Williamson County.

7. **ADDITIONAL PROVISIONS**
Williamson County Federally funded contracts are subject to a variety of required statutes, regulations, and contract clauses. While it is the responsibility of bidders and offerors to be aware of and comply with those requirements, Williamson County staff shall include applicable requirements in all Williamson County contracts to the maximum extent possible either in full text, via addendum or attachment, or by reference. The list belo9w is not exhaustive, and other provisions may apply based on the type of work being performed and the dollar amount of the contract. The provisions below are common to many covered contracts:

a. **Labor and Employment Laws and Regulations**
A variety of construction and non-construction labor and employment laws and regulations are required as a condition of Williamson County's Federal funding. These are assembled at 2 C.F.R. §200.326 and 2 C.F.R Part 200, Appendix II, and include provisions related to Equal Employment Opportunity, Prevailing Wages, Anti-Kickback provisions, Overtime and work Safety requirements, and a variety of whistle blower protections. In dealing with all potential bidders and offerors, Williamson County Staff should ensure that the applicable requirements are included in all solicitations and contracts. To the extent possible, Williamson County Staff should highlight these requirements to bidders and offerors unfamiliar with or inexperienced in Federally funded projects.

b. **Rights to Inventions Made Under Grant or Contract**
If a contract awarded by Williamson County may result in the creation of protectable intellectual property, including a patentable invention, copyrighted material, trade secrets or technical data, or any other invention or discovery, the requirements of 37CFR § 401 may apply.

c. **Environmental Regulations**
Contracts over $150,000 require the contractor to comply with Clean Air Act and Federal Water Pollution Control Act. Specific provisions and requirements are set forth in 2 C.F.R Part 200, Appendix II.

d. **Contracting with Suspended or Debarred Persons or Entities**
Williamson County shall not enter into any agreement with any person or entity subject to Federal Debarment or suspension, nor consent to a subcontract with any such person or entity. A list of all such persons or entities can be found at www.sam.gov. Williamson County should obtain written certification from all contractors that they are not suspended or debarred from

federal procurements.

e. Byrd Anti-Lobbying Amendment

The following provision should be included in each contract over $100,000 (Federal Byrd threshold):

“Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tie certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C.§1352.Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

SECTION 11

CONTRACT MANAGEMENT, ADMINISTRATION AND MODIFICATION AND SYSTEM ACCESS

A. Contract Administration

The Purchasing Department strives to provide contract administration support for all contracts originated in the Purchasing Department. The Purchasing Department shall maintain a primary and back-up contract administration system, herein "System", for redundant security.

Purchasing Department service level goals for contract administration shall include but not be limited to:

- Review of contract for purchasing law and policy compliance.
- Routing of contract to Commissioner's Court for review and approval.
- Routing to Judge's Office or, in the absence or vacancy of the County Judge, to the acting Presiding Officer of the Commissioners Court for required signatures.
- Return of signed contract to department point of contact.
- Placement of contract into Purchasing Department primary and back-up contract management System.
- Monitoring of contract expiration dates through System.
- Notifying departments of up-coming renewal or expiration dates.
- Vendor performance reporting.
- Planning future contract strategies to consolidate buying power.
- Permanent archiving of expired contracts.

System shall capture:

- Contract Number
- Solicitation Type
- Contract Description
- Vendor Name
- Vendor Address
- Vendor E-mail
- Vendor Telephone
- Commissioner's Court Approval Date
- Agenda Item Number
- Contract Start Date
- Contract Term Date
- Available Renewals
- Contract Renewal Date(s) with Commissioner's Court Approval Dates
- Contract Documents in File
- User Department
- User Department Point of Contact
- Purchasing Department Contact

Contract categories shall be:

- Working Multi-Year
- One-time goods and services – Projects Team
- One-time goods and services – Support Team
- Construction and Professional Service Agreements
- Expired Contracts

B. Contract Management

This aspect of the procurement process is one of the most important and is frequently overlooked. The user department is on the “front line” and has the best capability to monitor and document contractor performance/compliance. To accomplish this, the following is recommended:

- Assign department personnel who have frequent interactions with the contractor to monitor and document performance.
- Require assigned personnel to read and fully understand the contract requirements.
- Coordinate with the Purchasing Department as soon as possible after contract award to identify the types of non-performance and non-compliance to be documented and the documentation requirements. Documentation at a minimum should include the details of each instance of non-performance, such as: date, location, description of the non-compliance, how the vendor was notified of non-compliance and the name of the vendor’s representative who was notified. The Purchasing Department tracks vendor performance via the Vendor Performance Report (VPR) located on the internal SharePoint Purchasing Portal. Documentation received via the VPR will be documented in the vendor file.

All documentation of non-compliance shall be communicated in writing to the Purchasing Department Contract Specialist who is assigned to monitor contracts for performance in collaboration with the user department. If there has been poor performance or non-compliance with the contract, the Contract Specialist will assist with initiating corrective action notice with the vendor. The Contract Specialist will also coordinate with the user department to document whether the terms of corrective action have been met.

The Contract Specialist will take all steps related to obtaining compliance with the contract but will consult with the Legal Department before taking any steps toward suspension or termination of the contract. The Contract Specialist will coordinate with the Legal Department on developing any letters, notices and other communication related to termination or suspension.

The objectives of department contract management are to:

- Ensure the contract requirements are satisfactorily performed before authorizing payment.
- Identify any material breach of contract by assessing the difference between contract performance and material non-performance.
- Determine if corrective action is necessary and take action if required; and
- Resolve any disputes.

Effective contract management ensures that the contract requirements are satisfied, that the goods and services are delivered per the specification, and that the financial interests of the

County are protected. Proactive contract administration minimizes or eliminates problems and potential claims and disputes.

C. Contract Modifications

According to Texas Local Government Code, §262.0305, after award of a contract, but before the contract is made, the Purchasing Agent, designated Purchasing employee or Department Head may negotiate a contract modification if it is in the County's best interests, does not substantially change the scope of the contract or cause the contract amount to exceed the next lowest bid. The Commissioners Court must approve the modified contract for it to be effective.

The Commissioners Court may also make changes in plans or specifications after a contract is made or if it becomes necessary to increase or decrease the quantity of items purchased. However, per Texas Local Government Code, §252.048(d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent 18% without the consent of the contractor. The Purchasing Department will assist with required analysis and documentation in the event that a vendor seeks a price adjustment. Could we include a note that the price increases have to be justified (i.e., material cost increase etc. and that this has to be documented in detail. At times we may include escalation clauses in the contracts, we used to do that in past years.

The total contract price may not be increased unless the cost of the change can be paid from available funds and the increase is approved by Commissioners Court.

The Commissioners Court has the authority to approve change orders to a contract that involves an increase or decrease of more than $50,000. In certain circumstances however, the Commissioners Court designates a county employee (i.e., Project Manager) to approve change orders up to a certain amount but below $50,000.

The Purchasing Agent will bring contract modifications to Commissioners Court for approval on all contracts originated through the Purchasing Department.

The Commissioners Court may approve modifications to contracts if the changes are within the general scope of the contract.

D. System Access

The Purchasing Department shall fund and maintain a primary and back-up contract management system, herein "System", for redundant security. The Purchasing Department shall utilize the System for all contracts that originate through the Purchasing Department.

Each Department, through a designated employee shall have access to the System and contract data with read-only permissions. This access is provided to allow for review of documents and tracking of contract dates and vendor performance records.

Additionally, the Purchasing Department recognizes that other County departments also originate contracts, such as the Legal Department, and may have need of the System. The Purchasing Department shall make every effort to provide access credentials for full use of System to those departments that need it.

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SECTION 12

RECEIPT OF GOODS

A. Verify Order

Since the County does not have centralized receiving, Departments receive items. When a shipment is received, the employee receiving the shipment should perform the following steps:

- Open the shipment promptly (within 24 hours) and inspect the shipment.
- Verify that the order belongs to their department by matching the Purchase Order number assigned in Oracle to the Purchase Order number on the delivery slip. If there is no purchase order number and it does not belong to your Department, the Purchasing Department may be contacted to help identify where it should be delivered.
- Compare the actual items and quantities delivered to the items and quantities on the delivery slip and match it with the items and quantities on the Purchase Order. Note any differences in quantity and any items that have been back ordered.
- Verify whether shipping (if charged) is applicable or not.
- If the item received is a fixed asset that must be tracked and reported, department(s) must contact the Auditor's Office so it can be added to the asset database.

If there are differences or items are back ordered, department contacts the vendor to resolve the issue. If there are no differences, department receives all items and submit payment request to Accounts Payable. If there are issues with the order which cannot be resolved by the user department, involve the Purchasing Department for assistance.

B. Damaged Goods

When a shipment arrives, the user department must inspect the condition of all cartons. If freight is undamaged, the department receiving shipment should sign the freight bill. If freight is visibly damaged, the receiving Department must instruct the freight line driver to:

- Note the damage on the freight bill; and
- Sign the freight bill.

If there is concealed damage, save the shipping cartons so that the Purchasing Department can notify the freight line and request an "inspection and report of concealed damage." A receiving report noting the damage should be completed.

All boxes and packing materials should be kept in the event of visibly damaged and concealed damage freight shipments. Damaged freight must be reported to the freight line within 15 days after delivery. After 15 days, the freight line is no longer liable for the damage.

All goods not received properly or not in compliance with the contract should be documented and reported to the Purchasing Department as soon as possible so that the vendor can be notified and instructed as to corrective action.

Damaged goods should not be returned to the freight line, or the vendor, unless specifically requested to do so and then only if a claim has been filed or if authorization has been given by the vendor and/or the Purchasing Department.

SECTION 13

FIXED ASSETS

A. General Information

Texas Local Government Code Sec. 112.002 states that the County Auditor shall prescribe the system of Accounting for the County. Consequently, it is the responsibility of the County Auditor to create and maintain the Williamson County Asset Policy which is located at the County Auditor SharePoint Portal at the following link:

https://wilco365.sharepoint.com/AuditorsPortal/SitePages/Home.aspx

It is the responsibility of the Purchasing Agent, on July 1 of each year, to file with the County Auditor and each of the members of the Commissioners Court an inventory of all property on hand belonging to the County and each subdivision.

B. Disposal of Salvage and Surplus Property

The Texas Local Government Code 263.152 dictates the Disposition of Salvage and Surplus Property.

The Auditors Office handles a portion of the process, such as tracking of the assets and ensuring that the correct forms are sent to the Purchasing Department for placing transactions on the Commissioners Court agenda, if applicable, each week.

Texas Local Government Code subsection 262.011 (j) requires the County Purchasing Agent, with the approval of the Commissioners Court, to transfer County supplies, materials and equipment from a subdivision, department, officer or employee of the County that are not needed or used by another subdivision, department, officer or employee requiring the supplies or materials or use of the equipment. The County Purchasing Agent shall furnish to the County Auditor a list of the transferred supplies, material and equipment.

It is the responsibility of the Purchasing Agent, on July 1 of each year, to file with the County Auditor and each of the members of the Commissioners Court an inventory of all property on hand belonging to the County and each subdivision.

1. Delegation of Authority for certain items

The Purchasing Agent has been delegated authority by the Commissioners Court to transfer or dispose of the following items without having to return them to Commissioners Court for approval:

- Personal property (not real property);
- Items damaged beyond reasonable repair or which would be a hazard to the public if sold in an auction;
- Items which will be sold through auction or destroyed;
    - Disposable items (i.e. furniture, supplies),
    - Items of low value which would not generate any revenue if sold in auction.
- Trade-Ins (items traded in as a discount for a new asset or an asset which malfunctioned and was replaced by the manufacturer with the same item).

2. Items requiring Commissioners Court approval before disposal or transfer

The following items are **not** included in the delegated authority given to the Purchasing Agent and will be sent through Commissioners Court for approval:

- Large or Capital Assets which may have a budgetary impact on the receiving department;
- Real Property;
- Vehicles;
- Computers, laptops, tablets or other technology related items;
- Large quantity of items (i.e. large number of furniture of the same kind, furniture collection of an entire office or building etc.);
- Donations;
- Lost or stolen items;
- Items requested by Commissioners Court.

This delegation of authority does not include abandoned property such as evidence or items from law enforcement investigations or legal cases which will be disposed of through a separate process administered by the Sheriff's Office. All items will be separately recorded according to their funding (i.e. General Fund items, Road and Bridge Fund items) to avoid comingling of budgeted funds.

3. Online Auction

a. Procedure

Williamson County utilizes GovDeals, Rene Bates, and PropertyRoom (Sheriff's Office only) as its online auctioneers. The Fleet Department processes auction requests for vehicles. The Warehouse Manager manages all other auction items except seized and stolen property which are handled by the Sheriff's Office.

Before each online auction the Purchasing Department advertises in the newspaper in accordance to TLGC 263.153. The remaining online auction process is handled by the Williamson County Warehouse staff.

b. Advertising process

When advertising for Auctions, Departments must first have a list of assets being auctioned to the Auditor's Office. The Fleet Department and the Warehouse which is part of the ITS department may assist in providing specifics to the items related to their area of responsibility. Following are instructions for advertisement:

The Warehouse auction runs for two (2) weeks beginning on Wednesday and ending on a Wednesday. As per Texas Local Government Code 263.153 - the Purchasing Department, under direction of the Commissioners Court, publishes a notice of sale of surplus or salvage property in at least one newspaper of general circulation in the County if the estimated value of surplus or salvage property exceeds $500.

The notice is published after the 30th day but before the 10th day before the date of the sale.

For all property with the estimated value of not more than $500 the requirement of publishing a newspaper advertisement is waived as the posting on the licensed auctioneer's site for at least ten (10) days, unless the property is sold before the 10th day, is sufficient.

To ensure timely processing by the paper, the Purchasing Department will attempt to send the list of items one (1) week prior to the first ad scheduled or as soon as the list is received by the Purchasing Department. Items may be summarized in groups and specific details are not necessary.

Commissioners Court - Regular Session **34.**

Meeting Date: 08/26/2025

Williamson County Exposition Center Update

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

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive an update on the projects and operations of the Williamson County Exposition Center.

Background

Discuss and hear a presentation on various Capital and Park Bond projects at the Williamson County Exposition Center.

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	08/18/2025 04:46 PM
Form Started By: Russell Fishbeck		Started On: 08/18/2025 04:16 PM
Final Approval Date: 08/18/2025		

Commissioners Court - Regular Session **35.**

Meeting Date: 08/26/2025

Williamson County Exposition Center revised rates

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

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving revised rates for the Williamson County Exposition Center, to be effective October 1, 2025.

Background

The new covered west arena, known as the Friendship Pavilion, will be completed and open later this year. New rates associated with this new facility are being recommended as part of this agenda item. Also, a comprehensive review of all Williamson County Exposition Center rates was completed, resulting in several other rate adjustment recommendations. All recommended rate adjustments are based on a review of similar facilities in south, central and north Texas. The last rate adjustment was authorized in December 2023. Existing rates will continue to apply for all currently confirmed reservations. Subsequent reservations and all new reservations will be assessed the new rates, effective October 1, 2025.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Expo Center revised rates - 10-1-25 - REDLINE

Expo Center revised rates - 10-1-25 - FINAL

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/18/2025 04:47 PM
Form Started By: Russell Fishbeck		Started On: 08/18/2025 04:28 PM
Final Approval Date: 08/18/2025		

Williamson County Exposition Center
Rate Schedule

Proposed effective 10/1/25

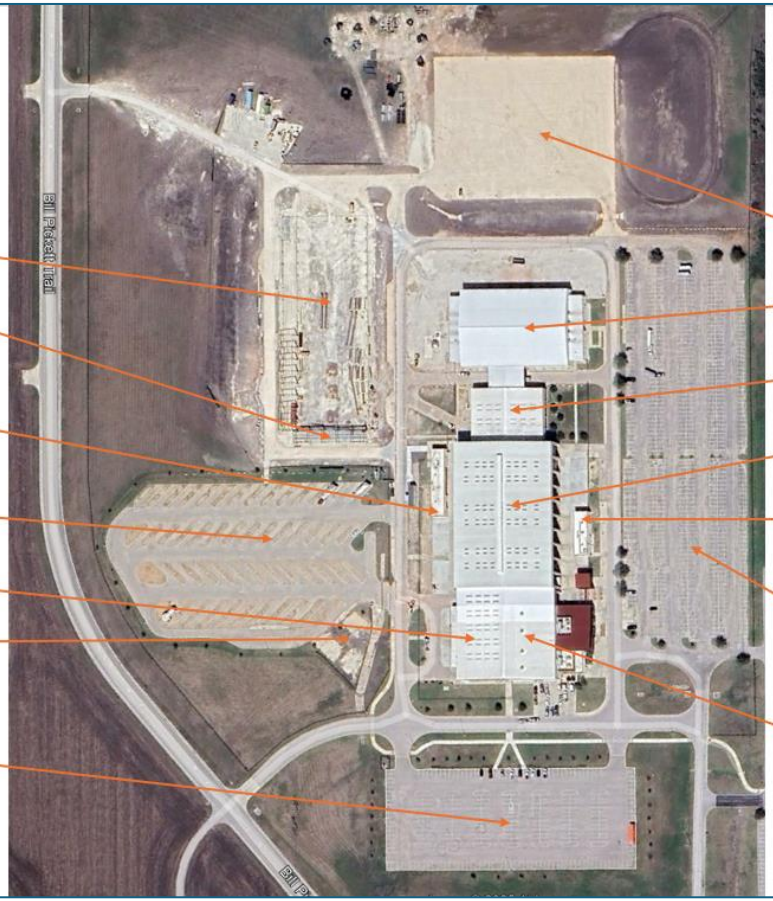
Facility	Current	PROPOSED effective 10-1-25	Notes
Expo Halls, Covered Expo, Arenas, RV Park, Tarmac, East Parking Lot, Pavilion or Complex	$ 500		The Security Deposit can be refunded after the event or put towards the final invoice, given that there are no damages or cleaning costs. Damages and cleaning costs will be deducted from the deposit. Damages = cost + 20%
Meeting Room, Conference Room, Catering Kitchen	$ 100		The Security Deposit can be refunded after the event or put towards the final invoice, given that there are no damages or cleaning costs. Damages and cleaning costs will be deducted from the deposit. Damages = cost + 20%
License & Use Fees	**Current**	**PROPOSED effective 10-1-25**	**Notes**
Move In Fee			Fee is part of total License & Use Fee, but is paid at a rate of one-half (1/2) of the total License & Use Fee
Main Arena & Warm-up Arena (Excludes Friendship Arena)	$ 1,000	$ -	0-50 stalls per day (Friendship Arena is additional $250/day if used for warm-up purposes only (arena available as is) - DraggingMoisture Fee and Panel Fees apply)
Main Arena & Warm-up Arena (Excludes Friendship Arena)	$ 600	$ -	51-80 stalls per day (Friendship Arena is additional $250/day if used for warm-up purposes only (arena available as is) - DraggingMoisture Fee and Panel Fees apply)
Main Arena & Warm-up Arena (Excludes Friendship Arena)	$ -	$ -	81-200 stalls per day (Friendship Arena is additional $250/day if used for warm-up purposes only (arena available as is) - DraggingMoisture Fee and Panel Fees apply)
Friendship Arena	$ -	$ 1,650	0-50 stalls per day - Includes roping setup only
Friendship Arena	$ -	$ 1,200	51-80 stalls per day - Includes roping setup only
Friendship Arena	$ -	$ -	81-200 stalls per day - Includes roping setup only
Main Arena, Warm-up Arena, Friendship Arena	$ -	$ 1,850	0-50 stalls per day
Main Arena, Warm-up Arena, Friendship Arena	$ -	$ 1,400	51-80 stalls per day
Main Arena, Warm-up Arena, Friendship Arena	$ -	$ -	81-200 stalls per day
Main Arena (weekday) - 3 hours **	$ 250	$ -	Monday-Thursday 9am-12pm or 1pm-4pm. Open arena only (as is) - Specific arena availability subject to change - Dragging/Moisture Fees apply
Main Arena (weekday) - 5 hours **	$ 375	$ 475	Monday-Thursday 5pm-10pm. Open arena only (as is) - Specific arena availability subject to change - Dragging/Moisture Fees apply
~~Practice Arena (weekday) - hourly rate **~~	~~$ 25~~		~~Monday-Thursday 9am-12pm or 1pm-4pm~~
Judge Dan A. Gattis Pavilion	$ 1,000	$ -	
Expo Hall North	$ 550	$ -	Catering kitchen NOT included
Expo Hall South	$ 550	$ -	Catering kitchen NOT included
Expo Hall North & South *	$ 1,000	$ -	Catering kitchen included
Covered Expo	$ 500	$ -	
Expo Hall North, South and Covered Expo *	$ 1,400	$ -	
Ron Morrison Meeting Room (daily rate) ***	$ 175		
Ron Morrison Meeting Room (hourly rate) ***	$ 40		2-hour minimum rental
Hagler Conference Room (daily rate) ***	$ 125		
Hagler Conference Room (hourly rate) ***	$ 40		2-hour minimum rental
Catering Kitchen	$ 150		
Concession Building East	$ 75		Includes use of appliances
Concession Building West	$ 75		Includes use of appliances
RV Park	$ 1,400	$ 1,500	Per night & includes 50 RV sites
East Parking Lot	$ 500		
North Parking Lot	$ -	$ 175	
Tarmac/South Parking Lot	$ 750		Includes use of electrical/water service pedestals
Entire Expo Center Facility	$ 3,500	$ 4,250	Excludes RV park
Extended Facility Rental (hourly after midnight)	$ 150		
***Multiple area rental discount**			
****Bookings no more than 45 days in advance**			
*****Plus staff fee if rental is outside of 8am-5pm**			

Guest Services	Current	PROPOSED effective 10-1-25	Notes
Tables - 8' rectangle*	$ 8		Each, per floorplan placement; each deviation results in an additional $8/table fee
Tables - 6' rectangle*	$ 6		Each, per floorplan placement; each deviation results in an additional $6/table fee
Tables - 6' round or cocktail*	$ 8		Each, per floorplan placement; each deviation results in an additional $8/table fee
Chairs*	$ 1.25		Each, per event
Easels*	$ 15		Each, per event
Podium*	$ 25		Each, per event
Stage*	$ 250		Each, per floorplan placement
Stage (relocation)*	$ 125		Each, per deviation from floorplan placement
Projector & Screen*	$ 50		Each, per event
A-frame Signs*	$ 10		Each, per event
Traffic Cones*	$ 1		Each, per event
Traffic and Pedestrian Barriers*	$ 35		Each, per event
Copier Services	$ 0.50		Each, per page
Items MUST BE purchased through the Williamson County Expo Center			
Utility Services	**Current**	**PROPOSED effective 10-1-25**	**Notes**
Electrical Drops	$ 25		Each, per event
RV Dump Station	$ 10		Drive by dump per vehicle not associated with a reservation
Overnight Services	**Current**	**PROPOSED effective 10-1-25**	**Notes**
Judge Dan A. Gattis Pavilion Stalls	$ 30		Each, per day. Stall mats optional - Installation and removal fee ($20 per stall)
Covered Expo Stalls (20+ stalls requires $750 setup/tear down fee)	$ -	$ 30	Each, per day. Requires stall mat installation and removal fee ($20 per stall)
RV site (Water/Electric) *#	$ 35		Each, per night
RV site (Water/Electric) *#	$ 25		Parks Pass Discount Rate: Each, per night
RV site (Water/Electric/Sewer) *#	$ 40		Each, per night
RV site (Water/Electric/Sewer) *#	$ 30		Parks Pass Discount Rate: Each, per night
RV check-in 8am; check-out 8pm following day - 36-hour stay			
#RV site length of stay is limited to 14 consecutive days based on availability. Must vacate property for a minimum of 72 hours.			

Equipment & Other Service Fees	Current	PROPOSED effective 10-1-25	Notes
Roping Equipment	$ 400	$ 500	Per set-up
Rodeo Equipment	$ 800	$ 900	Per set-up
Barrel Racing Set-up	$ 200	$ 400	Per set-up
Panel/Gate Set-up	$ 4	$ 8	Per panel or gate
Stall Mat Installation/Removal Fee	$ -	$ 20	Per stall or $600 flat rate for all other event needs that require 2,500 square feet of space or more
Additional Personnel Resources to Support Event (hourly)	$ 25	$ 35	Per hour
Custodial Fee (hourly)	$ 25	$ 35	Per hour
Forklift/Genie Lift with Operator (hourly)	$ 75		
Tractor Drags & Moisture Management with Operator (hourly)	$ 100		Applicable when drags are required less than ~~30 minutes~~ 1 hour apart & any request to apply moisture and/or rework to the arena(s)
Banners, Signs, Decorations Placement (hourly)	$ 50		
Freight & Material Storage (Daily)	$ 100		
Excessive Clean-up Fee (hourly)	$ 75		
All event stall reconfigurations OR any event layout changes within ~~7~~ 10 Business Days of Event (No guarantees that accommodations are possible)	$ 10	$ 15	Per stall between 1-~~35~~ 20 or $35/hour per staff assigned for all other changes to event layouts (panel/gate fee may apply)
All event stall reconfigurations OR any event layout changes within ~~7~~ 10 Business Days of Event (No guarantees that accommodations are possible)	$ 750		Flat fee if ~~36+~~ 20+ stalls
All event stall reconfigurations OR any event layout changes within ~~7~~ 10 Business Days of Event (No guarantees that accommodations are possible)	$ 6		Per panel or gate
Reservation Rescheduling Fee Outside of 60 days	$ 100		
Move-In/Move-Out outside of 8am-5pm, M-F (hourly)	$ 75		
Lost Key/Card (each)	$ 50		
Insufficient Funds (NSF)	$ 30		

Concessions & Miscellaneous	Current	PROPOSED effective 10-1-25	Notes
Parks Pass	$ 50		
Open Arena Ride	$ 25	$ 35	Per rider. Open Arena Only (as is) - Specific arena availability is subject to change
Open Arena Ride	$ 15	$ 20	Per rider with Parks Pass. Open Arena Only (as is) - Specific arena availability is subject to change
Catering Permit	$ -		Refer to Catering Permit Application
Temporary Food Permit (Daily)	$ 50		
Alcohol Vendor Indoor Booth(s)	$ 1,250		
Alcohol Vendor Outdoor Booth(s)	$ 1,750		
Alcohol Vendor Complex Booth(s)	$ 2,250		

WILLIAMSON COUNTY EXPO TEXAS



Friendship Pavilion

Restrooms & Showers

West Concession Building & Restrooms

RV Park

Covered Expo

2 Open Air Pavilions

Tarmac/South Parking Lot

North Parking Lot

Gattis Pavilion

Warm-up Arena

Main Arena

East Concession Building & Restrooms

East Parking Lot

Expo Hall (north/south halls, catering kitchen, Morrison meeting room, Hagler conf. room, admin. offices)

Williamson County Exposition Center
Rate Schedule

Effective 10/1/25

Facility	Current	Notes
Expo Halls, Covered Expo, Arenas, RV Park, Tarmac, East Parking Lot, Pavilion or Complex	$ 500	The Security Deposit can be refunded after the event or put towards the final invoice, given that there are no damages or cleaning costs. Damages and cleaning costs will be deducted from the deposit. Damages = cost + 20%
Meeting Room, Conference Room, Catering Kitchen	$ 100	The Security Deposit can be refunded after the event or put towards the final invoice, given that there are no damages or cleaning costs. Damages and cleaning costs will be deducted from the deposit. Damages = cost + 20%
License & Use Fees	**Current**	**Notes**
Move In Fee		Fee is part of total License & Use Fee, but is paid at a rate of one-half (1/2) of the total License & Use Fee
Main Arena & Warm-up Arena (Excludes Friendship Arena)	$ 1,000	0-50 stalls per day (Friendship Arena is additional $250/day if used for warm-up purposes only (arena available as is) - DraggingMoisture Fee and Panel Fees apply)
Main Arena & Warm-up Arena (Excludes Friendship Arena)	$ 600	51-80 stalls per day (Friendship Arena is additional $250/day if used for warm-up purposes only (arena available as is) - DraggingMoisture Fee and Panel Fees apply)
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Friendship Arena	$ 1,650	0-50 stalls per day - Includes roping setup only
Friendship Arena	$ 1,200	51-80 stalls per day - Includes roping setup only
Friendship Arena	$ -	81-200 stalls per day - Includes roping setup only
Main Arena, Warm-up Arena, Friendship Arena	$ 1,850	0-50 stalls per day
Main Arena, Warm-up Arena, Friendship Arena	$ 1,400	51-80 stalls per day
Main Arena, Warm-up Arena, Friendship Arena	$ -	81-200 stalls per day
Main Arena (weekday) - 3 hours **	$ 250	Monday-Thursday 9am-12pm or 1pm-4pm. Open arena only (as is) - Specific arena availability subject to change - Dragging/Moisture Fees apply
Main Arena (weekday) - 5 hours **	$ 475	Monday-Thursday 5pm-10pm. Open arena only (as is) - Specific arena availability subject to change - Dragging/Moisture Fees apply
Judge Dan A. Gattis Pavilion	$ 1,000	
Expo Hall North	$ 550	Catering kitchen NOT included
Expo Hall South	$ 550	Catering kitchen NOT included
Expo Hall North & South *	$ 1,000	Catering kitchen included
Covered Expo	$ 500	
Expo Hall North, South and Covered Expo *	$ 1,400	
Ron Morrison Meeting Room (daily rate) ***	$ 175	
Ron Morrison Meeting Room (hourly rate) ***	$ 40	2-hour minimum rental
Hagler Conference Room (daily rate) ***	$ 125	
Hagler Conference Room (hourly rate) ***	$ 40	2-hour minimum rental
Catering Kitchen	$ 150	
Concession Building East	$ 75	Includes use of appliances
Concession Building West	$ 75	Includes use of appliances
RV Park	$ 1,500	Per night & includes 50 RV sites
East Parking Lot	$ 500	
North Parking Lot	$ 175	
Tarmac/South Parking Lot	$ 750	Includes use of electrical/water service pedestals
Entire Expo Center Facility	$ 4,250	Excludes RV park
Extended Facility Rental (hourly after midnight)	$ 150	
***Multiple area rental discount**		
****Bookings no more than 45 days in advance**		
*****Plus staff fee if rental is outside of 8am-5pm**		

Williamson County Exposition Center
Rate Schedule

Effective 10/1/25

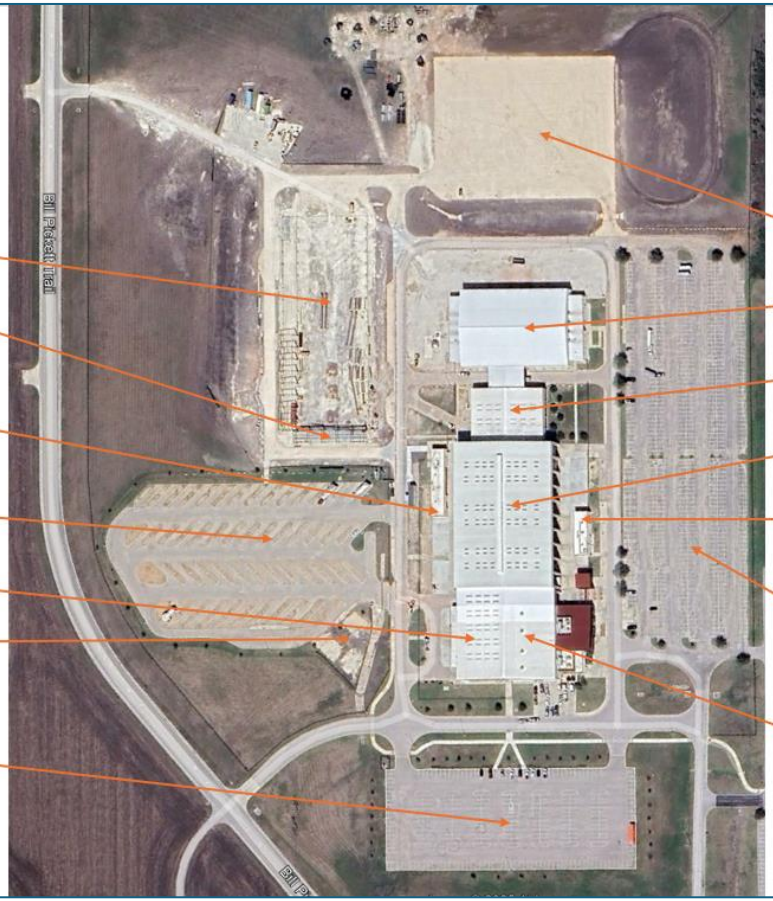
Guest Services	Current	Notes
Tables - 8' rectangle*	$ 8	Each, per floorplan placement; each deviation results in an additional $8/table fee
Tables - 6' rectangle*	$ 6	Each, per floorplan placement; each deviation results in an additional $6/table fee
Tables - 6' round or cocktail*	$ 8	Each, per floorplan placement; each deviation results in an additional $8/table fee
Chairs*	$ 1.25	Each, per event
Easels*	$ 15	Each, per event
Podium*	$ 25	Each, per event
Stage*	$ 250	Each, per floorplan placement
Stage (relocation)*	$ 125	Each, per deviation from floorplan placement
Projector & Screen*	$ 50	Each, per event
A-frame Signs*	$ 10	Each, per event
Traffic Cones*	$ 1	Each, per event
Traffic and Pedestrian Barriers*	$ 35	Each, per event
Copier Services	$ 0.50	Each, per page
Items MUST BE purchased through the Williamson County Expo Center		

Utility Services	Current	Notes
Electrical Drops	$ 25	Each, per event
RV Dump Station	$ 10	Drive by dump per vehicle not associated with a reservation

Overnight Services	Current	Notes
Judge Dan A. Gattis Pavilion Stalls	$ 30	Each, per day. Stall mats optional - Installation and removal fee ($20 per stall)
Covered Expo Stalls (20+ stalls requires $750 setup/tear down fee)	$ 30	Each, per day. Requires stall mat installation and removal fee ($20 per stall)
RV site (Water/Electric) *#	$ 35	Each, per night
RV site (Water/Electric) *#	$ 25	Parks Pass Discount Rate: Each, per night
RV site (Water/Electric/Sewer) *#	$ 40	Each, per night
RV site (Water/Electric/Sewer) *#	$ 30	Parks Pass Discount Rate: Each, per night
RV check-in 8am; check-out 8pm following day - 36-hour stay		
#RV site length of stay is limited to 14 consecutive days based on availability. Must vacate property for a minimum of 72 hours.		

Equipment & Other Service Fees	Current	Notes
Roping Equipment	$ 500	Per set-up
Rodeo Equipment	$ 900	Per set-up
Barrel Racing Set-up	$ 400	Per set-up
Panel/Gate Set-up	$ 8	Per panel or gate
Stall Mat Installation/Removal Fee	$ 20	Per stall or $600 flat rate for all other event needs that require 2,500 square feet of space or more
Additional Personnel Resources to Support Event (hourly)	$ 35	Per hour
Custodial Fee (hourly)	$ 35	Per hour
Forklift/Genie Lift with Operator (hourly)	$ 75	
Tractor Drags & Moisture Management with Operator (hourly)	$ 100	Applicable when drags are required less than 1 hour apart & any request to apply moisture and/or rework to the arena(s)
Banners, Signs, Decorations Placement (hourly)	$ 50	
Freight & Material Storage (Daily)	$ 100	
Excessive Clean-up Fee (hourly)	$ 75	
All event stall reconfigurations OR any event layout changes within 10 Business Days of Event (No guarantees that accommodations are possible)	$ 15	Per stall between 1-~~35~~ 20 or $35/hour per staff assigned for all other changes to event layouts (panel/gate fee may apply)
All event stall reconfigurations OR any event layout changes within 10 Business Days of Event (No guarantees that accommodations are possible)	$ 750	Flat fee if 20+ stalls
All event stall reconfigurations OR any event layout changes within 10 Business Days of Event (No guarantees that accommodations are possible)	$ 6	Per panel or gate
Reservation Rescheduling Fee Outside of 60 days	$ 100	
Move-In/Move-Out outside of 8am-5pm, M-F (hourly)	$ 75	
Lost Key/Card (each)	$ 50	
Insufficient Funds (NSF)	$ 30	
Concessions & Miscellaneous	**Current**	**Notes**
Parks Pass	$ 50	
Open Arena Ride	$ 35	Per rider. Open Arena Only (as is) - Specific arena availability is subject to change
Open Arena Ride	$ 20	Per rider with Parks Pass. Open Arena Only (as is) - Specific arena availability is subject to change
Catering Permit	$ -	Refer to Catering Permit Application
Temporary Food Permit (Daily)	$ 50	
Alcohol Vendor Indoor Booth(s)	$ 1,250	
Alcohol Vendor Outdoor Booth(s)	$ 1,750	
Alcohol Vendor Complex Booth(s)	$ 2,250	

WILLIAMSON COUNTY EXPO TEXAS



Friendship Pavilion

Restrooms & Showers

West Concession Building & Restrooms

RV Park

Covered Expo

2 Open Air Pavilions

Tarmac/South Parking Lot

North Parking Lot

Gattis Pavilion

Warm-up Arena

Main Arena

East Concession Building & Restrooms

East Parking Lot

Expo Hall (north/south halls, catering kitchen, Morrison meeting room, Hagler conf. room, admin. offices)

Commissioners Court - Regular Session **36.**

Meeting Date: 08/26/2025

2023 Park Bond Transfer

Submitted By: Karen Knightstep, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a 2023 Park Bond transfer to move $150,000 from P655 (Foot Bridge Lake Creek Trail) to P650 (SW Regional Park Drainage).

Background

This transfer is to cover the construction bid costs exceeding the budgeted amount.

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	08/20/2025 03:15 PM
Form Started By: Karen Knightstep		Started On: 08/19/2025 11:20 AM
Final Approval Date: 08/20/2025		

Commissioners Court - Regular Session **37.**

Meeting Date: 08/26/2025

2025 CIP Transfer

Submitted By: Karen Knightstep, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving two 2025 CIP transfers. The first is to move $300,000 from P717 (Jail North Roof Replacement) to P608 (Fleet Shop Addition). The second is to move $50,000 from P717 (Jail North Roof Replacement) to P476 (Justice Complex Improvements).

Background

These transfers are necessary to cover additional expenditures for P608 (Fleet Shop Addition) and P476 (Justice Complex Improvements).

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	08/20/2025 03:48 PM
Form Started By: Karen Knightstep		Started On: 08/19/2025 10:13 AM
Final Approval Date: 08/20/2025		

Commissioners Court - Regular Session **38.**

Meeting Date: 08/26/2025

LRTP Transfer

Submitted By: Karen Knightstep, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the transfer of the following Long-Range Transportation Plan (LRTP) projects:
Move $500,000 from P457 (LTP ROW) to P344 (Corridor I2 - US 183 TO SH 129)
Move $2,300,000 from P457 (LTP ROW) to P722 (RM 2243 PH 2 - US 183A to SW Bypass)
Move $100,000 from P457 (LTP ROW) to P586 (Corridor J3 - SH 195 to US 183)
Move $1,370,000 from P457 (LTP ROW) to P721 (RM 2243 PH 1B-Garey Park to SW Bypass)

Background

This transfer is necessary to create P721 for RM 2243 Phase 1B Garey Park to SW Bypass and P722 for RM 2243 Phase 2 US 183A to SW Bypass. Also, to move funds to P586 (Corridor J3-SH 195 TO US 183) and P344 (Corridor I2 - US 183 to SH 29) for additional expenses. HNTB's budget adjustment memo is attached.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LTRP Transfer Memo

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/20/2025 03:57 PM
Form Started By: Karen Knightstep		Started On: 08/19/2025 03:00 PM
Final Approval Date: 08/20/2025		

HNTB Corporation
Engineers Architects Planners

101 E Old Settlers Blvd
Suite 225
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

Ms. Karen Knightstep
Williamson County Auditor's Office
Historic County Courthouse
710 Main Street, Ste. 301
Georgetown, TX 78626

August 18, 2025

Re: FY 2025 Transportation Corridor Budget Adjustment

Dear Ms. Knightstep,

Please make the following budget adjustments for the Long-Range Transportation Plan (LRTP) Corridor Program projects:

Precinct 2:
- Move $500,000.00 from P457 LTP ROW to P344 Corridor I-2 (US 183 to SH 29)

Precinct 2 & 3:
- Move $2,300,000.00 from P457 LTP ROW to new P# for RM 2243 Phase 2 (US 183A to Southwest Bypass) Second Frontage Road PS&E (CAMPO reimbursement for design)

Precinct 3:
- Move $100,000.00 from P457 LTP ROW to P586 Corridor J3 (SH 195 to US 183)
- Move $1,370,000.00 from P457 LTP ROW to new P# for RM 2243 Phase 1B (Garey Park to Southwest Bypass) PS&E (CAMPO reimbursement for design)

If you have any questions, please let me know.

Thank you.

Christen Eschberger

Christen Eschberger, P.E.

Cc: Pam Navarrette, Williamson County Auditor's Office
Julie Kiley, Williamson County Auditor's Office
Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure
Kate Wilder, P.E., HNTB
Marie Walters, HNTB

Commissioners Court - Regular Session **39.**

Meeting Date: 08/26/2025

OMA Changes

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the processes and procedures for posting public notices required for meetings held by the Williamson County Commissioners Court following recent legislative changes to the Texas Open Meetings Act (HB 1522, 89th Regular Session of the Texas Legislature).

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	08/12/2025 04:53 PM
Form Started By: Hal Hawes		Started On: 08/12/2025 04:08 PM
Final Approval Date: 08/12/2025		

Commissioners Court - Regular Session **40.**

Meeting Date: 08/26/2025

Forest St. Property

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the Commercial Contract for Improved Property relating to the purchase of the real property and improvements located at 600 Forest Street, Georgetown, Texas (S3667 -- City of Georgetown, Lot 1,2 (N/PT), 0.275 acres), which said contract was assigned Williamson County, Texas pursuant to a Commercial Contract Assignment of Buyer's Interest between Novert A. Morales & Wendy Morales, as Sellers, Scott Stribling, as Assignor, and Wiliamson County, Texas, as Assignee/Buyer; and authorize the Williamson County Judge to execute any necessary documents relating to the said contract.

Background

Following the assignment of the Commercial Contract for Improved Property to Williamson County for the purchase of the real property and improvements located at 600 Forest Street, Georgetown, Texas (S3667 -- City of Georgetown, Lot 1,2 (N/PT), 0.275 acres), the County extended the feasibility period under the contract providing the county with the option to terminate the contract on or before 11:59 pm on September 4, 2025. If the county does not terminate the contract, the closing date will be on or before 15 days after the expiration of the feasibility period, which would be September 19, 2025.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Commerical Contract - 600 Forest St., Georgetown

Commerical Contract Assignment - 600 Forest St., Georgetown

Extension Amendment - Forest St. Property

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/14/2025 09:50 AM
Form Started By: Hal Hawes		Started On: 08/13/2025 03:51 PM
Final Approval Date: 08/14/2025		

DocuSign Envelope ID: 0B7...

TEXAS REALTORS

COMMERCIAL CONTRACT - IMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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1. PARTIES: Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: **Novert A Morales**
Wendy Morales
Address: **1 Old Stable Ln, West Lake Hills, TX, TX 78746**
Phone: _____ E-mail: **wendy.morales@compass.com**
Mobile: _____ Fax or Other: _____

Buyer: **Scott Stribling, or Assigns**
_____
Address: **801 S Main, Georgetown, TX 78626**
Phone: _____ E-mail: **scottstribling@gmail.com**
Mobile: **(512)630-7535** Fax or Other: _____

2. PROPERTY:

A. "Property" means that real property situated in **Williamson** County, Texas at **600 Forest, Georgetown, TX 78626** *(address)* and that is legally described on the attached Exhibit _____ or as follows:
S3667 - GEORGETOWN CITY OF, BLOCK 35, LOT 1, 2(N/PT), ACRES 0.275

B. Seller will sell and convey the Property together with:
(1) all buildings, improvements, and fixtures;
(2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
(3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
(4) Seller's interest in all licenses and permits related to the Property;
(5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
(6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
(7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except: _____.
Any personal property not included in the sale must be removed by Seller prior to closing.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)
(If mineral rights are to be reserved an appropriate addendum should be attached.)
(If the Property is a condominium, attach Commercial Contract Condominium Addendum (TXR-1930) or (TXR-1946).)

3. SALES PRICE: At or before closing, Buyer will pay the following sales price for the Property:

A. Cash portion payable by Buyer at closing . . . . . $ **970,000.00**
B. Sum of all financing described in Paragraph 4 . . . . . $ _____
C. Sales price (sum of 3A and 3B) . . . . . $ **970,000.00**

4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3B as follows:

☐ A. Third Party Financing: One or more third party loans in the total amount of $ _____. This contract:

☐ (1) is not contingent upon Buyer obtaining third party financing.

☐ (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).

☐ B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TXR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be $ _____.

☐ C. Seller Financing: Buyer will deliver a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of $ _____.

5. EARNEST MONEY:

A. Not later than 3 days after the effective date, Buyer must deposit $ **$10,000.00** as earnest money with **Corridor Title** (title company) at **200 W 6th Suite 300, Georgetown TX 78626** (address) **Rachel Moore** (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

B. Buyer will deposit an additional amount of $ **zero** with the title company to be made part of the earnest money on or before:

☐ (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or

☐ (ii) _____.

Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY, SURVEY, AND UCC SEARCH:

A. Title Policy:

(1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:

(a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and

(b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.

(2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:

☐ (a) will not be amended or deleted from the title policy.

☒ (b) will be amended to read "shortages in areas" at the expense of ☐ Buyer ☒ Seller.

(3) Within **7** days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

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B. Survey: Within 7 days after the effective date:

☐ (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer _____ *(insert amount)* of the cost of the survey at closing, if closing occurs.

☐ (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.

☒ (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, ☒ Seller ☐ Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 30 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 30 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party zero *(insert amount or percentage)* of the cost of the new or updated survey at closing, if closing occurs.

C. UCC Search:

☐ (1) Within _____ days after the effective date, Seller, at Seller's expense, will furnish Buyer a Uniform Commercial Code (UCC) search prepared by a reporting service and dated after the effective date. The search must identify documents that are on file with the Texas Secretary of State and the county where the Property is located that relate to all personal property on the Property and show, as debtor, Seller and all other owners of the personal property in the last 5 years.

☒ (2) Buyer does not require Seller to furnish a UCC search.

D. Buyer's Objections to the Commitment, Survey, and UCC Search:

(1) Within 14 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, any required survey, and any required UCC search, Buyer may object to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title to the real or personal property described in Paragraph 2 other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) the deadline specified in Paragraph 6B.

(2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate

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this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.

(3) Buyer's failure to timely object or terminate under this Paragraph 6D is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: **N/A**

B. Feasibility Period: Buyer may terminate this contract for any reason within **45** days after the effective date (feasibility period) by providing Seller written notice of termination.

(1) Independent Consideration. *(Check only one box and insert amounts.)*

☒ (a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less $ **500.00** that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

☐ (b) Not later than 3 days after the effective date, Buyer must pay $ _____ as independent consideration for Buyer's right to terminate by tendering such amount to the title company. Buyer authorizes escrow agent to release and deliver the independent consideration to Seller at any time upon Seller's request without further notice to or consent from Buyer. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1)(b) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

☒ (2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single additional period of **45** days by delivering **$1,000.00** to the title company as additional earnest money.

(a) **$500.00** of the additional earnest money will be retained by Seller as additional independent consideration for Buyer's unrestricted right to terminate, but will be credited to the sales price only upon closing of the sale. If Buyer terminates under this Paragraph 7B, the additional earnest money will be refunded to Buyer and Seller will retain the additional independent consideration.

(b) Buyer authorizes escrow agent to release and deliver to Seller the following at any time upon Seller's request without further notice to or consent from Buyer:

(i) The additional independent consideration.

(ii) *(Check no boxes or only one box.)*

☐ all or ☐ $ _____ of the remaining portion of the additional earnest money, which will be refunded to Buyer if Buyer terminates under this Paragraph 7B or if Seller defaults under this contract.

If no dollar amount is stated in this Paragraph 7B(2) as additional earnest money or as additional independent consideration, or if Buyer fails to timely deliver the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

(2) Seller, at Seller's expense, will turn on all utilities necessary for Buyer to make inspections, studies, or assessments.

(3) Buyer must:
(a) employ only trained and qualified inspectors and assessors;
(b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
(c) abide by any reasonable entry rules or requirements of Seller;
(d) not interfere with existing operations or occupants of the Property; and
(e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

(4) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

(1) Delivery of Property Information: Within 7 days after the effective date, Seller will deliver to Buyer the following to the extent in Seller's possession: *(Check all that apply.)*

[X] (a) a current rent roll of all leases affecting the Property certified by Seller as true and correct;
[X] (b) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
[ ] (c) a current inventory of all personal property to be conveyed under this contract and copies of any leases for such personal property;
[ ] (d) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
[X] (e) copies of all current service, utility, maintenance, and management agreements relating to the ownership and operation of the Property;
[ ] (f) copies of current utility capacity letters from the Property's water and sewer service provider;
[X] (g) copies of all current warranties and guaranties relating to all or part of the Property;
[ ] (h) copies of fire, hazard, liability, and other insurance policies that currently relate to the Property;
[X] (i) copies of all leasing or commission agreements that currently relate to the tenants of all or part of the Property;
[ ] (j) a copy of the "as-built" plans and specifications and plat of the Property;
[ ] (k) copies of all invoices for utilities and repairs incurred by Seller for the Property in the 24 months immediately preceding the effective date;
[ ] (l) a copy of Seller's income and expense statement for the Property from _____ to _____;
[X] (m) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;

☐ (n) real and personal property tax statements for the Property for the previous 2 calendar years;
☐ (o) Tenant reconciliation statements including, operating expenses, insurance and taxes for the Property from _____ to _____; and
☐ (p) _____

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*
☒ (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
☒ (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
☐ (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.
This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. LEASES:

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:
(1) any failure by Seller to comply with Seller's obligations under the leases;
(2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
(3) any non-occupancy of the leased premises by a tenant;
(4) any advance sums paid by a tenant under any lease;
(5) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
(6) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within **30** days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than **June 15, 2025** by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TXR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

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9. BROKERS:

A. The brokers to this sale are:

Principal Broker: Compass

Agent: Wendy Morales
Address: 2500 Bee Caves Road Building 3, Suite 200
Austin, TX 78746
Phone & Fax: (512)739-0929
E-mail: wendy.morales@compass.com
License No.:

Cooperating Broker: Century 21 Stribling Properties

Agent: Scott Stribling
Address: 801 S Main St
Georgetown, TX 78626
Phone & Fax: (512)630-7535
E-mail: scottstribling@gmail.com
License No.: 0449203

Principal Broker: *(Check only one box)*
[X] represents Seller only.
[ ] represents Buyer only.
[ ] is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. Fees: *(Check only (1) or (2) below.)*
(Complete the Agreement Between Brokers on page 15 only if (1) is selected.)

[ ] (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

[X] (2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:
[ ] _____ % of the sales price.
[ ] _____.

Cooperating Broker a total cash fee of:
[X] 3.000 % of the sales price.
[ ] _____.

The cash fees will be paid in Williamson County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:
(1) [X] 15 days after the expiration of the feasibility period.
[ ] _____ *(specific date)*.
[ ] _____.
(2) 7 days after objections made under Paragraph 6D have been cured or waived.

B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

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C. At closing, Seller will execute and deliver to Buyer, at Seller's expense, a ☐ general ☒ special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
(1) with no liens, assessments, or Uniform Commercial Code or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
(2) without any assumed loans in default; and
(3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
(1) tax statements showing no delinquent taxes on the Property;
(2) a bill of sale with warranties to title conveying title, free and clear of all liens, to any personal property defined as part of the Property in Paragraph 2 or sold under this contract;
(3) an assignment of all leases to or on the Property;
(4) to the extent that the following items are assignable, an assignment to Buyer of the following items as they relate to the Property or its operations:
(a) licenses and permits;
(b) service, utility, maintenance, management, and other contracts; and
(c) warranties and guaranties;
(5) a rent roll current on the day of the closing certified by Seller as true and correct;
(6) evidence that the person executing this contract is legally capable and authorized to bind Seller;
(7) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service together with appropriate tax forms; and
(8) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and the issuance of the title policy, all of which must be completed and executed by Seller as necessary.

E. At closing, Buyer will:
(1) pay the sales price in good funds acceptable to the title company;
(2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
(3) sign and send to each tenant in the Property a written statement that:
(a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
(b) specifies the exact dollar amount of the security deposit;
(4) sign an assumption of all leases then in effect; and
(5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

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12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*

~~None~~ LISTING AGENT FOR 600 FOREST IS ALSO OWNER.

13. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following at or before closing:
(1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
(2) release of Seller's loan liability, if applicable;
(3) tax statements or certificates;
(4) preparation of the deed and any bill of sale;
(5) one-half of any escrow fee;
(6) costs to record any documents to cure title objections that Seller must cure; and
(7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:
(1) all loan expenses and fees;
(2) preparation fees of any deed of trust;
(3) recording fees for the deed and any deed of trust;
(4) premiums for flood and hazard insurance as may be required by Buyer's lender;
(5) one-half of any escrow fee; and
(6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

A. Prorations:

(1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
(2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
(3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(4) which Seller may pursue, or
(Check if applicable)
☐ enforce specific performance, or seek such other relief as may be provided by law.

B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) extend the time for performance up to 15 days and the closing will be extended as necessary.

C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CASUALTY LOSS AND CONDEMNATION:

A. If any part of the Property is damaged or destroyed by fire or other casualty after the effective date, Seller must restore the Property to its previous condition as soon as reasonably possible and not later than the closing date. If, without fault, Seller is unable to do so, Buyer may:
(1) terminate this contract and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer;
(2) extend the time for performance up to 15 days and closing will be extended as necessary; or
(3) accept at closing: (i) the Property in its damaged condition; (ii) an assignment of any insurance proceeds Seller is entitled to receive along with the insurer's consent to the assignment; and (iii) a credit to the sales price in the amount of any unpaid deductible under the policy for the loss.

B. If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:
(1) terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer; or
(2) appear and defend the condemnation proceedings and any award will, at Buyer's election, belong to: (a) Seller and the sales price will be reduced by the same amount; or (b) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

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18. ESCROW:

A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.

B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.

D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursal of the earnest money.

E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.

F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

G. ☐ Seller ☐ Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: *(Check only one box.)*

☐ A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408).

☐ B. Except as otherwise provided in this contract, Seller is not aware of:
(1) any subsurface: structures, pits, waste, springs, or improvements;
(2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
(3) any environmental hazards or conditions that materially affect the Property;
(4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
(5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
(6) any wetlands, as defined by federal or state law or regulation, on the Property;
(7) any threatened or endangered species or their habitat on the Property;
(8) any present or past infestation of wood-destroying insects in the Property's improvements;
(9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;

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(10) any material physical defects in the improvements on the Property; or
(11) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(11) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, sent by a national or regional overnight delivery service that provides a delivery receipt, or sent by confirmed facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

☐ A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
☒ B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

22. AGREEMENT OF THE PARTIES:

A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby. All individuals signing represent that they have the authority to sign on behalf of and bind the party for whom they are signing.

B. This contract contains the entire agreement of the parties and may not be changed except in writing.

C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

D. Addenda which are part of this contract are: *(Check all that apply.)*
☐ (1) Property Description Exhibit identified in Paragraph 2;
☐ (2) Commercial Contract Condominium Addendum (TXR-1930) or (TXR-1946);
☐ (3) Commercial Contract Financing Addendum (TXR-1931);
☐ (4) Commercial Property Condition Statement (TXR-1408);
☐ (5) Commercial Contract Addendum for Special Provisions (TXR-1940);
☒ (6) Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TXR-1906);
☐ (7) Notice to Purchaser of Real Property in a Water District (MUD);
☐ (8) Addendum for Coastal Area Property (TXR-1915);
☐ (9) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
☒ (10) Information About Brokerage Services (TXR-2501);
☐ (11) Information About Mineral Clauses in Contract Forms (TXR-2509);
☐ (12) Notice of Obligation to Pay Improvement District Assessment (TXR-1955, PID);
☐ (13) _____

(Note: Counsel for Texas REALTORS® has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by Texas REALTORS® are appropriate for use with this form.)

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E. Buyer [X] may [ ] may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all of Buyer's obligations under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or Federal Reserve Bank holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or Federal Reserve Bank holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.

B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.

C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included as part of this contract *(the Addendum for Coastal Area Property (TXR-1915) may be used).*

E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract *(the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used).*

F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.

G. If apartments or other residential units are on the Property and the units were built before 1978, federal law requires a lead-based paint and hazard disclosure statement to be made part of this contract *(the Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TXR-1906) may be used).*

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H. Section 1958.154, Occupations Code requires Seller to provide Buyer a copy of any mold remediation certificate issued for the Property during the 5 years preceding the date the Seller sells the Property.

I. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

J. PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller is required by §5.014, Property Code to give Buyer a written notice concerning the obligation to pay assessments. The form of the required notice is available as a part of the Notice of Obligation to Pay Improvement District Assessment (TXR-1955).

K. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____

_____.

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on **May 22, 2025**, the offer will lapse and become null and void.

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.

Seller: Novert A Morales

Wendy Morales

By: _____
By (signature): Signed by: NOVERT MORALES
Printed Name: NOVERT MORALES
Title: _____

By: _____
By (signature): Signed by: WENDY MORALES
Printed Name: WENDY MORALES
Title: _____

Buyer: Scott Stribling, or Assigns

_____

By: _____
By (signature): DocuSigned by: Scott Stribling 20401300D622F426...
Printed Name: Scott Stribling
Title: _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____

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AGREEMENT BETWEEN BROKERS

(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay _____ (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

- ☐ $ _____, or
- ☐ _____ % of the sales price, or
- ☐ _____ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: _____ Cooperating Broker: _____

By: _____ By: _____

ATTORNEYS

Seller's attorney: _____ Buyer's attorney: _____

Address: _____ Address: _____

Phone & Fax: _____ Phone & Fax: _____

E-mail: _____ E-mail: _____

Seller's attorney requests copies of documents, notices, and other information:
- ☐ the title company sends to Seller.
- ☐ Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:
- ☐ the title company sends to Buyer.
- ☐ Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

- ☒ A. the contract on this day 6/4/2025 (effective date);
- ☒ B. earnest money in the amount of $ 10,000.00 in the form of Check on 6/4/2025.

Title company: Corridor Title - Georgetown Address: 200 W. 6th Street, Suite 300 Georgetown, TX 78626

By: Rachel Moore Phone & Fax: 737-738-5078

Assigned file number (GF#): 25-2093-C E-mail: rachel.moore@corridortitle.com

Century 21 Hellmann Stribling, 801 S Main St Georgetown TX 78626 Phone: 5128630021 Fax: 512.863.8228 600 Forest
Scott Stribling Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

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TEXAS REALTORS

COMMERCIAL CONTRACT ASSIGNMENT OF BUYER'S INTEREST

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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ASSIGNOR: Scott Stribling

ASSIGNEE: Williamson County, Texas

Address: 710 Main Street, Suite 101 Georgetown, Texas 78626
Phone: (512)943-1550 E-mail: steve.snell@wilcotx.gov
Fax: _____ Other: _____

SELLER: Novert A Morales
Wendy Morales

PROPERTY: 600 Forest, Georgetown, TX 78626

CONTRACT: A Commercial Contract - [X] Improved Property [ ] Unimproved Property executed by Assignor (as Buyer) and Seller concerning the Property, having an effective date of _____, _____.

For and in consideration of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration paid by Assignee to Assignor, Assignor hereby assigns Assignor's interest in the Contract, including Assignor's interest as Buyer and Assignor's interest in the earnest money in the amount of $ 10,000.00 to Assignee, and Assignee hereby assumes all of Assignor's responsibilities and obligations associated with Assignor's interest in the Contract.

SPECIAL PROVISIONS:

This Assignment shall be effective as of June 11, 2025.

Commercial Contract Assignment concerning: 600 Forest, Georgetown, TX 78626

Assignor: Scott Stribling

By: DocuSigned by: Scott Stribling 2040130D622F426...

By (signature): Scott Stribling

Printed Name: Scott Stribling

Title: _____ Date: 6/4/2025

By: _____

By (signature): _____

Printed Name: _____

Title: _____ Date: _____

Assignee: Williamson County, Texas

By: Steven Snell

By (signature): Steven Snell

Printed Name: Steven Snell, Williamson County Judge

Title: Williamson County Judge Date: 6/10/2025

By: _____

By (signature): _____

Printed Name: _____

Title: _____ Date: _____

Seller consents to the assignment of Assignor's interest in the Contract to Assignee.

Seller: Novert A Morales

Wendy Morales

By: Signed by: Novert A Morales CD2BBFD642A944D...

By (signature): Novert A Morales

Printed Name: Novert A Morales

Title: _____ Date: 6/4/2025

By: Signed by: WENDY MORALES 2F4363GD54447D2...

By (signature): WENDY MORALES

Printed Name: WENDY MORALES

Title: _____ Date: 6/4/2025

TEXAS REALTORS

COMMERCIAL CONTRACT AMENDMENT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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AMENDMENT TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED BUYER AND SELLER CONCERNING THE PROPERTY AT

600 Forest, Georgetown, TX 78626

Effective _____, Seller and Buyer amend the contract as follows: *(Check all applicable boxes.)*

☐ A. Sales Price: The sales price in Paragraph 3 of the contract is changed to:

Cash portion payable by Buyer at closing. . . . . $ _____

Sum of all financing described in the contract. . . . . $ _____

Sales price (sum of cash portion and sum of all financing) . . . . . $ _____

☐ B. Property Description: The Property's legal description in Paragraph 2A of the contract is changed to the legal description described on the attached Exhibit _____ or as follows:

☐ C. Repairs: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing:

☒ D. Extension of Feasibility Period: Prior to the expiration of the feasibility period, Buyer may extend the feasibility period until 11:59 p.m. on September 4, 2025 *(date)* by delivering $1,000.00 to the title company as additional earnest money.

(1) $500.00 of the additional earnest money will be retained by Seller as additional independent consideration for Buyer's unrestricted right to terminate, but will be credited to the sales price only upon closing of the sale. If Buyer terminates under this Paragraph D, the additional earnest money will be refunded to Buyer and Seller will retain the additional independent consideration.

(2) Buyer authorizes escrow agent to release and deliver to Seller the following at any time upon Seller's request without further notice to or consent from Buyer:
(a) The additional independent consideration.
(b) *(Check no boxes or only one box.)*
☐ all or ☒ $500.00 of the remaining portion of the additional earnest money, which will be refunded to Buyer if Buyer terminates under this Paragraph 7B or if Seller defaults under the contract.

If no dollar amount is stated in this Paragraph D as additional earnest money or as additional independent consideration, or if Buyer fails to timely deliver the additional earnest money, the extension of the feasibility period will not be effective.

Amendment to Commercial Contract concerning **600 Forest, Georgetown, TX 78626**

☐ E. Extension of Financing Deadline: The deadline for Buyer to give notice of inability to obtain the:

☐ (1) Third party loan(s) described in Subparagraph A(2) of the Commercial Contract Financing Addendum is extended until _____ *(date)*.

☐ (2) Assumption approval described in Subparagraph B(6) of the Commercial Contract Financing Addendum is extended until _____ *(date)*.

☐ (3) Buyer has paid Seller additional consideration of $ _____ for the extension financing deadline. This additional consideration ☐ will ☐ will not be credited to the sales price upon the closing of the sale.

☐ F. Closing: The closing date in Paragraph 10A of the contract is changed to _____.

☐ G. Expenses: At closing Seller will pay the first $ _____ of Buyer's expenses under Paragraph 13 of the contract.

☐ H. Waiver of Right to Terminate: Upon final acceptance of this Amendment, Buyer waives the right to terminate under Paragraph 7B of the contract.

☐ I. Counterparts: If this amendment is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

☐ J. Other Modifications:

Seller: _____

By: _____

By (signature): Signed by: NOVERT MORALES 6/19/2025 CD2B8FD84249A1D...

Printed Name: **Novert A Morales**

Title: _____

By: _____

By (signature): Signed by: WENDY MORALES 6/19/2025 2F4363C654444D4...

Printed Name: **Wendy Morales**

Title: _____

Buyer: _____

By: _____

By (signature): _____

Printed Name: **Steven Snell Williamson County Judge**

Title: **Williamson County Judge**

By: _____

By (signature): _____

Printed Name: _____

Title: _____

Commissioners Court - Regular Session **41.**

Meeting Date: 08/26/2025

Retirement and Transfer of Sheriff's Office K-9 Kato

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 approving the retirement of Sheriff's Office K-9 Kato and an Agreement for the Transfer of Law Enforcement Animal in accordance with Chapter 614 of the Texas Government Code.

Background

Dr. Shane Daigle, DVM, Mercy Veterinary Hospital, has confirmed that 9-year-old K-9 Kato's ongoing health issues have continued to progress. Dr. Daigle has determined that K-9 Kato's lenticular sclerosis with mild degenerative joint disease is now continuing to progress with age as well as issues caused by acute hepatitis. Dr. Daigle recommends that retirement would be best for K-9 Kato as his ongoing conditions will hinder his ability to perform his duty as a dual-purpose K-9 and will only continue to progress.
Deputy Charles Duvall, K-9 Kato's handler, will be responsible for Kato's medical and food expenses. Deputy Duvall will also assume personal ownership and liabilities. K-9 Kato was an asset forfeiture fund purchase.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Transfer of K9 Kato

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/21/2025 10:00 AM
County Judge Exec Asst.	Delia Colon	08/21/2025 03:51 PM
Form Started By: Starla Hall		Started On: 08/20/2025 09:13 PM
Final Approval Date: 08/21/2025		

STATE OF TEXAS

COUNTY OF WILLIAMSON

AGREEMENT FOR THE
TRANSFER OF A
LAW ENFORCEMENT ANIMAL
(KATO)

THIS AGREEMENT FOR THE TRANSFER OF A LAW ENFORCEMENT ANIMAL (hereinafter "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 Deputy Charles Duvall for the purposes of transferring the possession, ownership, and care of law enforcement animal Kato (Canine # 906).

WHEREAS, the County has determined that law enforcement animal Kato has reached the end of his working law enforcement life; and

WHEREAS, the County desires to retire law enforcement animal Kato to the care of his handler; and

WHEREAS, the County has verified with the animal's veterinarian, handler, and other caretakers that law enforcement animal Kato is suitable for transfer; and

WHEREAS, the County has determined that law enforcement animal Kato is surplus to the needs of the Williamson County Sheriff's Office and the County; and

WHEREAS, Subchapter L, Chapter 614 of the Texas Government Code provides that a governing body of a political subdivision may enter into a contract with a person for the transfer of a law enforcement animal.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. Kato (Canine # 906), a law enforcement animal, is retired from law enforcement services and transferred from the County's care to the care of Deputy Charles Duvall ("Transferee").
2. Transferee hereby agrees to the following:
    a. take sole responsibility to humanely care for the law enforcement animal, including providing food, shelter, regular and appropriate veterinary care, including medication, to properly provide for the animal's health;
    b. accept the law enforcement animal in its present condition with or without knowledge of any potential medical concerns;
    c. comply with state and local laws applicable to keeping animals; and

d. notify County if Transferee is no longer able to humanely care of the law enforcement animal and return the animal to the County;

3. County shall take possession of the law enforcement animal on receipt of the notice under section 2.d. and/or a finding by County that Transferee is no longer able to humanely care for the law enforcement animal.

4. After the transfer, County shall not be liable for any veterinary expenses, nor shall County compensate or provide funds for the care of the law enforcement animal. Further, County assumes no liability for damages to the property, personal injuries, disabilities, or death of Transferee, or to any other person, arising from or incident to the transfer of the law enforcement animal.

5. IN CONSIDERATION OF THE RECEIPT OF A LAW ENFORCEMENT ANIMAL AT NO COST, RECEIPT OF WHICH IS ACKNOWLEDGED, TRANSFEREE RELEASES, ACQUITS, AND FOREVER DISCHARGES COUNTY AND ITS AGENTS, SERVANTS, SUBSIDIARIES, AFFILIATES, INSURERS, SUCCESSORS, LEGAL REPRESENTATIVES, ATTORNEY, EMPLOYEES, DIRECTORS, MEMBERS, OFFICERS, WILLIAMSON COUNTY JUDGE AND COMMISSIONERS, AND ANY PARENT, SUCCESSOR OR PREDECESSOR GOVERNMENTAL ENTITY OR ELECTED, APPOINTED PERSONS, FIRMS, ORGANIZATIONS OR GOVERNMENTAL ENTITIES IN PRIVITY WITH COUNTY, WHETHER OR NOT NAMED IN THIS AGREEMENT, FROM ANY AND ALL CLAIMS, DEMANDS, CONTROVERSIES, ACTIONS AND CAUSES OF ACTION (WHETHER ARISING IN TORT, NEGLIGENCE, GROSS NEGLIGENCE, CONTRACT, STRICT LIABILITY, BREACH OF WARRANTY OR ANY OTHER GROUND, WHETHER BASED UPON STATUTE OR THE COMMON LAW) OF WHATEVER NATURE, PRESENT AND FUTURE, KNOWN AND UNKNOWN, FOR ANY AND ALL DAMAGES, ACTUAL OR EXEMPLARY, OF ANY KIND OR CHARACTER, OR ANY OTHER EXPENSES, LOSSES OR DAMAGES, WHICH CLAIMS OR SUCH CAUSES OF ACTION MAY HAVE BEEN HELD OR MAY NOW OR IN THE FUTURE BE OWNED OR HELD BY OR ON BEHALF OF TRANSFEREE, HIS/HER/ITS SUCCESSORS, HEIRS, EXECUTORS, ADMINISTRATORS, OR ASSIGNS, WHICH IN ANY WAY ARISE FROM, RESULT FROM, OR IN ANY WAY RELATE TO THE TRANSFER OF THE LAW ENFORCEMENT ANIMAL TO TRANSFEREE, INCLUDING DAMAGES ARISING FROM THE LAW ENFORCEMENT ANIMAL'S TRAINING. TRANSFEREE FURTHER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS COUNTY AND ANY OTHER GOVERNMENTAL ENTITY BOUND TO DEFEND OR PAY JUDGMENTS AGAINST IT, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS OR CAUSES OF ACTION BROUGHT BY ANY PERSON OR ENTITY ARISING OUT OF OR RESULTING FROM TRANSFER OF THE LAW ENFORCEMENT ANIMAL TO TRANSFEREE, INCLUDING CLAIMS FOR CONTRIBUTION OR INDEMNITY, AND THE REASONABLE AND

NECESSARY COSTS, INCLUDING ATTORNEY'S FEES, INCURRED IN DEFENSE OF ANY SUCH CLAIM.

6. This Agreement does not waive sovereign or governmental immunity to suit and from liability of the County.

7. This Agreement shall take effect upon the date of the last signature and shall be in effect indefinitely subject to Transferee's ability and willingness to continue to care for the law enforcement animal.

8. This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto.

9. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue of any legal action shall be in Williamson County, Texas.

10. SEVERABILITY. In the event that one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of the Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

11. NOTIFICATION. All notices which may be required under the terms of the Agreement shall be delivered by registered or certified United States mail or by a recognized commercial carrier or delivery to:

a. *If to Williamson County:*

Name: Williamson County Judge

Address: 710 Main
Georgetown, TX 78626

b. *If to Transferee:*

Name: Deputy Charles Duvall

Address: [redacted]

12. This Agreement has been duly executed and delivered by all parties and constitutes a legal, valid, and binding obligation of the parties. Each person executing this Agreement represents and warrants that they have full right and authority to enter into this Agreement.

SIGNATURES TO FOLLOW

AGREED AND APPROVED:

WILLIAMSON COUNTY

By: _____ **Date:** _____
County Judge/Presiding Officer

TRANSFEREE

By: _____ #13927 **Date:** 8-21-25
Deputy/Individual

RECOMMENDED AND APPROVED:

By: Matthew Zindemann **Date:** 8-21-25
County Sheriff

Commissioners Court - Regular Session **42.**

Meeting Date: 08/26/2025

Anderson Mill Limited District 2nd Amendment for County Sheriff

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

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a 2nd Amendment to the Standard Agreement with Local Governmental Entity regarding off-duty contracting of County Sheriff's Deputies by and between Anderson Mill Limited District, Williamson County Sheriff's Office and Williamson County, Texas relating to a 2nd Amendment to the vehicle reimbursement amount.

Background

On August 29, 2023, the Standard Agreement with Anderson Mill Limited District was approved in the Commissioners Court for a three-year period at a $13.00/hour vehicle reimbursement rate effective October 1, 2023. On June 18, 2024, the Commissioners Court approved to increase the vehicle reimbursement rate to $14.00 per hour effective October 1, 2024, and on June 24, 2025, the Commissioners Court approved a 2nd increase effective October 1, 2025, to $15.00 per hour. Since the current Standard Agreement does not expire until September 30, 2026, the Sheriff's Office is presenting this 2nd amendment with Anderson Mill Limited District for the vehicle rate increase.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

AMLD 2nd Amendment

Standard Agreement

1st Amendment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/21/2025 09:53 AM
Form Started By: Starla Hall		Started On: 08/20/2025 08:33 PM
Final Approval Date: 08/21/2025		

SECOND AMENDMENT TO STANDARD AGREEMENT WITH LOCAL GOVERNMENTAL ENTITY REGARDING OFF-DUTY CONTRACTING OF COUNTY SHERIFF DEPUTIES

This Second Amendment to Standard Agreement with Local Governmental Entity Regarding Off-Duty Contracting of County Sheriff Deputies (hereinafter, "Second Amendment") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas; Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Sheriff's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

RECITALS

WHEREAS, the LGE, COUNTY, and SHERIFF'S OFFICE previously executed that certain Standard Agreement with Local Governmental Entity Regarding Off-Duty Contracting of County Sheriff Deputies (the "Agreement"), being dated effective as of the date of the Commissioners Court approval and execution on August 29, 2023, wherein COUNTY granted permission for the LGE to contract, in a private capacity, with Deputies of the SHERIFF'S OFFICE while such Deputies are not on duty for the COUNTY and for usage of the COUNTY's vehicle related thereto;

WHEREAS, the COUNTY increased the vehicle usage reimbursement rate set forth under Section 7 of the Agreement and the parties executed a previous amendment to the Agreement; and

WHEREAS, the COUNTY increased the vehicle usage reimbursement rate set forth under Section 7 of the Agreement for the upcoming term of the Agreement and the parties executed a previous amendment to the Agreement; and

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

AGREEMENT

NOW, THEREFORE, premises considered, the LGE, COUNTY, and SHERIFF'S OFFICE agree that the Agreement is supplemented, amended and modified as follows:

I. Amendment to Section 7 of the Agreement:

Section 7 of the Agreement is amended and supplanted by the following:

COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of **$15.00 per hour per vehicle** (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above-described reimbursement rate will not totally cover the entire

costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's boundaries; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

II. Terms of Agreement Control and Extent of Second Amendment

All other terms of the Agreement and any prior amendments thereto, if any, which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the LGE, COUNTY, and SHERIFF'S OFFICE have executed this Second Amendment, in duplicate, to be effective as of October 1, 2025.

Local Governmental Entity (LGE):

Name of LGE: Anderson Mill Limited District

Signature: Monique Watford

Printed Name: Monique Watford

Title: Interim District Manager

Date: August 20, 2025

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Matthew Lindemann

Signature of Official: Matthew Lindemann

Date: August 20, 2025

Address of Office: 508 S. Rock St.
Georgetown, Texas 78626

COUNTY:

By: _____
Williamson County Judge or
Presiding Officer,
Williamson County Commissioners Court
710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____ ____, 20_____

STATE OF TEXAS	§	**STANDARD AGREEMENT WITH**
	§	**LOCAL GOVERNMENTAL ENTITY**
	§	**REGARDING OFF-DUTY**
	§	**CONTRACTING OF COUNTY**
COUNTY OF WILLIAMSON	§	**SHERIFF DEPUTIES**

This interlocal agreement (hereinafter, the "AGREEMENT") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Sheriff's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

For and in consideration of the permission given by COUNTY for the LGE to contract in a private capacity DEPUTIES of the SHERIFF'S OFFICE (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the LGE, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES cannot enforce policies or rules of the LGE. To the extent applicable, the DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and policies of the SHERIFF'S OFFICE. ***LGE expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of LGE when contracted by the LGE.***

2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its contractual relationships with DEPUTIES. The LGE, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES performing services for the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas, intergovernmental risk pool or equivalent coverage through the Texas Municipal League Intergovernmental Risk Pool with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin Oct 1, 2023 and shall terminate on September 30, 2024, and will have two (2) additional one (1) year automatic renewal terms. The AGREEMENT will automatically renew on October 1,

2024, and October 1, 2025. The Agreement must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY2027. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' advance written notice to the other party.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of $13.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above-described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's boundaries; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

8. On a monthly basis for each vehicle used by DEPUTIES, LGE agrees to cause DEPUTIES to maintain a written log of all times that vehicles are used for off-duty work, whether the vehicle is actually driven or parked. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

SHERIFF'S OFFICE: At the address set forth on the signature page below.

COUNTY: Williamson County Auditor's Office
Attn: Finance Director
710 Main Street, Suite 301
Georgetown, Texas 78626

9. LGE agrees that it shall pay DEPUTIES directly and file all applicable reporting forms with the Internal Revenue Service, as determined by the LGE.

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.

11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY or LGE, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY and LGE do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

LGE:

Name of LGE: Anderson Mill Limited District

Signature: Greg Williams

Printed Name: Greg Williams

Title: District Manager

Date: Aug 18, 2023

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: Michael T. Gleason

Date: August 18, 2023

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

COUNTERPART SIGNATURE PAGE TO
STANDARD AGREEMENT WITH LOCAL
GOVERNMENT ENTITY REGARDING
OFF DUTY-DUTY CONTRACTING OF
COUNTY SHERIFF DEPUTIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK[1]

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: Bill Gravell Jr.
Bill Gravell (Aug 29, 2023 15:57 CDT)
Williamson County Judge or
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Date: Aug 29, 2023, 20____

[1] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Item #17 Anderson Mill Limited District Standard Agreement

Final Audit Report 2023-08-29

Created:	2023-08-29
By:	Starla Hall (starlahall@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAP0Cnl4xkar0eZlzfSS2IDA9nAKpvVn5B

"Item #17 Anderson Mill Limited District Standard Agreement" History

Document created by Starla Hall (starlahall@wilco.org)
2023-08-29 - 5:17:19 PM GMT

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for signature
2023-08-29 - 5:22:20 PM GMT

Email sent to amanda.brown@wilco.org bounced and could not be delivered
2023-08-29 - 5:22:29 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-08-29 - 5:24:42 PM GMT

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-08-29 - 5:25:00 PM GMT

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2023-08-29 - 5:25:00 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2023-08-29 - 8:57:17 PM GMT

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2023-08-29 - 8:57:25 PM GMT - Time Source: server

Agreement completed.
2023-08-29 - 8:57:25 PM GMT

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Acrobat Sign

AMENDMENT TO STANDARD AGREEMENT WITH LOCAL GOVERNMENTAL ENTITY REGARDING OFF-DUTY CONTRACTING OF COUNTY SHERIFF DEPUTIES

This Amendment to Standard Agreement with Local Governmental Entity Regarding Off-Duty Contracting of County Sheriff Deputies (hereinafter, "Amendment") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas; Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Sheriff's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

RECITALS

WHEREAS, the LGE, COUNTY, and SHERIFF'S OFFICE previously executed that certain Standard Agreement with Local Governmental Entity Regarding Off-Duty Contracting of County Sheriff Deputies (the "Agreement"), being dated effective as of the date of the Commissioners Court approval and execution on **August 29, 2023**, wherein COUNTY granted permission for the LGE to contract, in a private capacity, with Deputies of the SHERIFF'S OFFICE while such Deputies are not on duty for the COUNTY and for usage of the COUNTY's vehicle related thereto;

WHEREAS, the COUNTY increased the vehicle usage reimbursement rate set forth under Section 7 of the Agreement; and

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

AGREEMENT

NOW, THEREFORE, premises considered, the LGE, COUNTY, and SHERIFF'S OFFICE agree that the Agreement is supplemented, amended and modified as follows:

I. **Amendment to Section 7 of the Agreement:**

Section 7 of the Agreement is amended and supplanted by the following:

COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of **$14.00 per hour per vehicle** (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above-described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's boundaries; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

II. Terms of Agreement Control and Extent of Amendment

All other terms of the Agreement and any prior amendments thereto, if any, which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the LGE, COUNTY, and SHERIFF'S OFFICE have executed this Amendment, in duplicate, to be effective as of October 1, 2024.

Local Governmental Entity (LGE):

Name of LGE: Anderson Mill Limited District

Signature: K. Hogle

Printed Name: Katherine Hogle

Title: President of the Board of Directors

Date: August 8, 2024

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: Michael T. Gleason

Date: August 9, 2024

Address of Office: 508 S. Rock St.
Georgetown, Texas 78626

COUNTY:

By: Bill Gravell Jr.
Bill Gravell (Aug 22, 2024 11:37 CDT)

Williamson County Judge or
Presiding Officer,
Williamson County Commissioners Court
710 Main Street, Suite 101
Georgetown, Texas 78626

Date: Aug 22, 2024, 20____

Item #33 Anderson Mill Limited District Amendment

Final Audit Report 2024-08-22

Created:	2024-08-20
By:	Starla Hall (starlahall@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1bQBNCP4SdsiqCf0pEN23GbKyvl9613q

"Item #33 Anderson Mill Limited District Amendment" History

Document created by Starla Hall (starlahall@wilco.org)
2024-08-20 - 9:50:04 PM GMT- IP address: 66.76.4.65

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for signature
2024-08-20 - 9:50:38 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-08-20 - 9:52:03 PM GMT- IP address: 66.76.4.65

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-08-20 - 9:52:20 PM GMT- IP address: 66.76.4.65

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2024-08-20 - 9:52:21 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2024-08-22 - 4:37:38 PM GMT- IP address: 104.47.65.254

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2024-08-22 - 4:37:46 PM GMT - Time Source: server- IP address: 66.76.4.65

Agreement completed.
2024-08-22 - 4:37:46 PM GMT

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Acrobat Sign

Commissioners Court - Regular Session **43.**

Meeting Date: 08/26/2025

Approval of the Agreement for Construction Services No. 2025342 with Falkenberg Construction Co., Inc. for the Williamson County Southwest Regional Park – Drainage Improvements for Facilities Management

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Construction Service Agreement No. 2025342 between Williamson County and Falkenberg Construction Co, Inc. for the Williamson County Southwest Regional Park – Drainage Improvements in the not-to-exceed amount of One Hundred Sixty-Six Thousand, Nine Hundred Forty-Three and 69/100 Dollars ($166,943.69) pursuant to BuyBoard's Cooperative Contract #728-24 and authorize execution of the agreement, the funding source is P650.

Background

This Agreement for Construction Services between Williamson County and Falkenberg Construction Co, Inc. is for the Williamson County Southwest Regional Park – Drainage Improvements located at 3005 Co Rd 175, Leander, TX 78641. Contract Audit and General Counsel reviewed. A detailed Scope of Work is attached. The funding source is P650 and the point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Construction Service Agreement

Form 1295 Falkenberg Construction Co. Inc. Complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/20/2025 03:13 PM
Form Started By: Michelle McKinney		Started On: 08/14/2025 11:53 AM
Final Approval Date: 08/20/2025		

Agreement for Construction Services

(Cooperative Contract Buy Board #728-24)

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

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor for the construction of Williamson County Southwest Regional Park – Drainage Improvements (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 **One Hundred Sixty-Six Thousand, Nine Hundred Forty-Three and 69/100 Dollars ($166,943.69)** in accordance with the terms and conditions of this Agreement.

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

ARTICLE 4 CONTRACT TIME:

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

4.2 Liquidated Damages.

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

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

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

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

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

ARTICLE 5 PAYMENT:

5.1 Schedule Of Values

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

5.2 Applications For Payment

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

right to payment as the Owner may require, such as copies of requisitions from subcontractors and material suppliers and shall reflect retainage if provided for in the Agreement.

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

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

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

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

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

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

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

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

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

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

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

5.3 Certificates For Payment

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

reasons for withholding certification in whole or in part as provided.

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

5.4 Decisions To Withhold Certification

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

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

requested for the Project;

5.4.1.9 failure to obtain, maintain, or renew insurance coverage, payment/performance bonds or warranty bond required by the Agreement; or

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

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

5.5 Progress Payments

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

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

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

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

5.6 Failure Of Payment

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

5.6.2 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Agreement, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Agreement to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an

absolute right to offset such amount against the Contract Price and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Price by an amount equal to that which the Owner is entitled.

5.7 Substantial Completion

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

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

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

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

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

make payment of retainage.

5.8 Partial Occupancy or Use

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

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

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

5.9 Final Completion and Final Payment

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

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

payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Agreement, to the extent and in such form as may be designated by the Owner.

5.9.3 Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

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

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

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

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

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

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

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

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

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

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

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

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

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

insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

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

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

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

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

6.5.2 Workers' Compensation Insurance Coverage:

1. Definitions:

(a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.
(b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.
(c) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
(d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project.

"Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

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

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

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

   (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
   (b) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all

employees of the person providing services on the Project, for the duration of the Project;

(c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(d) obtain from each other person with whom it contracts, and provide to the Contractor:

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

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

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

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

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

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

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

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

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

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

6.5.6 The furnishing of the above listed insurance coverage, as may be modified by the Agreement, must be tendered prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

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

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

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

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

ARTICLE 7 INDEMNITY:

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

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

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

ARTICLE 8 WARRANTY:

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

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

ARTICLE 9 PREVAILING WAGE RATE:

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

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

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

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

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

diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

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

9.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have fourteen (14) days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the fifteenth (15th) day after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code. The parties to the arbitration have ten (10) days after the expiration of the fifteen (15) days referred to above, to agree on an arbitrator; if by the eleventh (11th) day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

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

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

release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided in this section.

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

ARTICLE 10 BONDS:

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

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

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

ARTICLE 11 TERMINATION OR SUSPENSION OF THE AGREEMENT

11.1 Termination by Contractor

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

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

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

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

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

11.2 Termination by the Owner for Cause

11.2.1 The Owner may terminate the Agreement if the Contractor:

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

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

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

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

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

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

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

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

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

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

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

11.3 Suspension by the Owner for Convenience

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

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

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

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

11.4 Termination by the Owner for Convenience

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

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

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

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

ARTICLE 12 INTENTIONALLY DELETED

ARTICLE 13 MISCELLANEOUS PROVISIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13.13 Tax Exemption. Pursuant to Texas Tax Code §151.309, as a political subdivision, Owner claims exemption from sales and use taxes and will provide exemption certificates upon written request. Owner shall be liable to reimburse or pay any taxes, charges, or fees assessed against Contractor.

13.14 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 Buy Board #728-24; 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 Buy Board #728-24; 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	Falkenberg Construction Co., Inc.
By: _____	By: _____
Printed Name: _____	Printed Name: John E. Castro
Title: _____	Title: President
Date: _____	Date: 8/12/25

Exhibit "A"

Plans and Specifications

Location of Work: Williamson County Southwest Regional Park, 3005 Co Rd 175, Leander, TX 78641

Scope of Work:
Contractor shall perform the following work:

Quarry SP Sidewalk:

- Install silt fence per plan
- Demo and haul off existing ADA ramp
- Excavate existing gravel path to get down to subgrade for new sidewalk, gravel to be saved for County projects
- Install approx. 1,554 sf of new 4" sidewalk over 2" sand bed per plans
- Install (1) ADA ramp with tactile warning strip per plan
- Clean up site and demobilize from work area

Parkside Trail

- Install silt fence per plan
- Install temp chain link fencing to section off work area
- Install (4) barrels of 18" RCP with 4:1 safety end treatments
- Install sloped concrete around end treatments
- Import and install fill material to grade over top of new RCP
- Install approx. 1,073 sf of concrete sidewalk per plan
- Re-grade work area and granite trail leading to work area
- Granite to be provided by County – Contractor will provide amount of granite needed to County beforehand
- Clean up site and demobilize from work area

Exclusions:
Sales tax, overtime, permit fees
Any work other than what is listed above.
Any embedded items other than rebar for slabs
The relocation, removal, identification or rerouting of existing underground or overhead obstructions that may be in the way of new construction items.
SWPP
Any MEP Work

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:
2025-1349085

Date Filed:
08/12/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Falkenberg Construction Co., Inc.
Grand Prairie, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
604.25
WILCO - SWRP Drainage Improvements

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in Dallas County, State of Texas, on the 12th day of August, 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:
2025-1349085

Date Filed:
08/12/2025

Date Acknowledged:
08/14/2025

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

Falkenberg Construction Co., Inc.
Grand Prairie, TX United States

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

Willamson County

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

604.25
WILCO - SWRP Drainage Improvements

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **44.**

Meeting Date: 08/26/2025

Approval of Agreement for Construction Services for the Williamson County Inner Loop Annex – Elections Panels & Transformers with Allied Electric Service, Inc. utilizing 23RFP11 for Facilities Management

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Agreement for Construction Services utilizing RFP #23RFP11 for the Williamson County Inner Loop Annex – Elections Panels & Transformers, Allied Electric Service, Inc, in the amount of Four Hundred Thirty Thousand One Hundred Thirty and 28/100 Dollars ($430,130.28) authorize execution of the agreement.

Background

This project is for the Williamson County Inner Loop Annex – Elections Panels & Transformers utilizing RFP #23RFP11, which was awarded on 09.10.2024, agenda item no. 81. This Agreement is between Williamson County and Allied Electric Service, Inc, is for the Williamson County Inner Loop Annex – Elections Panels & Transformers located at 301 SE Inner Loop, Georgetown, TX 78626. Contract Audit and General Counsel reviewed. Detailed Scope of Work is attached. The funding source is 01.0100.1043.004509 and the point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract Allied Electric Services

Form 1295 Allied Electric Services, Inc. Complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/20/2025 03:24 PM
Form Started By: Michelle McKinney		Started On: 08/14/2025 01:05 PM
Final Approval Date: 08/20/2025		

Agreement for Construction Services

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

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

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of **Four Hundred Thirty Thousand One Hundred Thirty and 28/100 Dollars ($430,130.28)** 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 **thirty (30) 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 MISCELLANEOUS PROVISIONS:

12.1 Interest and Late Payments. Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the

invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

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

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

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

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

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

12.7 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

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

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

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

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

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

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

12.13 Tax Exemption. Pursuant to Texas Tax Code §151.309, as a political subdivision, Owner claims exemption from sales and use taxes and will provide exemption certificates upon written request. Owner shall be liable to reimburse or pay any taxes, charges, or fees assessed against Contractor.

12.14 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. The Request for Proposal/Invitation for Bids documents defined in Williamson County RFP#23RFP11;
5. Contractor's Proposal/Bid submitted in response to Williamson County RFP#23RFP11; and
6. 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. The Request for Proposal/Invitation for Bids documents defined in Williamson County RFP#23RFP11;
5. Contractor's Proposal/Bid submitted in response to Williamson County RFP#23RFP11; and
6. 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	Allied Electric Services, Inc.
By: _____	By: 
Printed Name: _____	Printed Name: Paige Paul
Title: _____	Title: CEO
Date: _____	Date: 8/13/2025

Exhibit "A"

Plans and Specifications

Work to be performed at: Williamson County Inner Loop Annex, 301 SE Inner Loop Annex, Georgetown, TX 78626

Scope of Work:
Contractor will furnish all materials and perform all labor as follows:

1) Install (3) 1- ¼" EMT conduit(s) from HB panelboard to a pull box located in the warehouse.
    a. Circuitry to utilize (3) 1 Cu, THHN, STR, 3P, 3W, 480v, conductors
        i. (3) EGB34100, 3P, 480V, Circuit breakers

2) Provide and install (3) #1/3 MC Cables (100A circuitry) to be routed surfaced mounted to the nearest and available surface structure (exposed) but not readily accessible to the staff or public approximately 175' away to RM 501A to become a "New" electrical room.
    a. Provide junction boxes and pull points as required by NEC code and Owner above ceiling general requirements.
    b. Make terminations and splices in an approved manner.

3) Gear installation *Labor Only* (does *not* include gear material quote in this proposal please reference (S08012025LN)) for the following :
    a. (x3) 200A, 3P,4w, 120-208v, 42 circuit panelboards
        i. (84) 20A, 1P, 120v, Circuit breakers
    b. 2 ½" raceway from the load side of XFMR to the panelboard 3/0 CU, THHN, STR, 3P, 4w, Conductors

4) (x3) 75 KVA Xfmr (Transformer) Pri. 3W, 3P, 480v and Sec. 4w, 3p, 120-208v

5) Xfmr lugs, bolts, mounting hardware, etc.

6) 1 ¼" raceway from the load side of the Disco. To the lineside of the XFMR

7) Utilize #1 THHN, STR, 3P, 3W, Conductors.

8) (x3) 100A, 3P, 3w, 480v, Nema 1, Non-fused Safety Disconnect Switches (Disco.)

9) 1 ¼" raceway from the above ceiling junction box to the line side of the Disco.

10) Utilize #1 THHN, STR, 3P, 3W, Conductors.

11) To include any expediate and shipping fees associated.

12) Upon Completion check for correct voltage and function test/ verify any circuit breakers and Contractor installed equipment is to be in good working and operating order.

13) Label and identify equipment being installed and update panel schedules to document the additions to the electrical system.

14) From the (3) "New" 120/208v, Panelboards, install conduit/ raceways, devices, and circuitry to the locations specified on the Contractor and Owner attached drawings (please understand these documents are meant to show design intention and are subject to change due to unforeseen field conditions).

15) Install conduit from the Panelboards to an above ceiling junction box per (3) locations transition in the above lay-in ceiling to a flexible metal raceway or 12/2 mc cable to be determined at the time of installation (field conditions determining).

16) Provide raceways, circuitry, and devices for each of the (32) voting commissioning stations each station to consist of the following:

a. (2) dedicated 20a, 120v, circuitry & (1) shared dedicated 20a, 120v, circuitry between (2) voting stations
b. Colored receptacles up to (3) to designate the different pieces of equipment
c. Device Pedestal (strut mounted vertical receptacles) please reference E1.1
d. All conduit to be surface mounted to the available structure and floor

17) Install (2) strut racks to route the HR conduits raceways overhead to maintain the walkway around the (32) voting commissioning stations.

18) Perform Function Test, Plug Test, and voltage tests to Contractor installed devices upon completion.

19) This proposal understands that Contractor personnel will have access outside of the standard business hours Monday-Sunday and that Owner shall provide necessary access to all facility rooms, areas, etc. needed to complete the scope of work as identified in this proposal.

Inclusions:
1) All work to be done during normal business hours 7am-4pm Monday through Friday unless otherwise noted.
2) Electrical permitting as required by local ordinance.

Exclusions:
1) Any work to the existing circuitry not listed above.
2) Utility line extension fees and any other provider fees and/or after-hour inspection fees.
3) Parking fees.
4) Any applicable sales tax.
5) Fire alarm.
6) All other Permit and Inspection fees.
7) Overtime, expediting, or acceleration fees.

8) Installation or demo of low voltage wiring of any kind.
9) Fireproofing or caulking.
10) Roof penetrations or repair.
11) Temporary power or lighting.
12) Mechanical starters.
13) Painting, welding, or steelwork of any kind.
14) Engineering fees.
15) Repairs, corrections, hidden issues, or code violations to any unforeseen items that may become evident during the above scope of work.
16) If any excavation work is to be performed:

- Texas 811 will be called before any excavations.
- All layout or surveying for site utilities and lighting to be done by customer/contractor.
- Repair of any private utilities including irrigation lines not located by Texas 811.
- Concrete work of any kind including equipment pads and pole bases.
- Supply of compaction water to the job site.
- Removal of spoils.

All material is to be as specified in and will be installed in accordance with the plans and specifications in a neat and workmanlike manner for the sum of:

1 264 Total Hrs. - Journeyman $89/hr. - $23,496.00
2. 264 Total Hrs. - Apprentice $54/hr. - $ 14,256.00
3. 186 Total OT Hrs. - Journeyman $129/hr. - $ 23,994.00
4. 186 Total OT Hrs. - Apprentice $75/hr. - $13,950.00
5. 40 Total PM Hrs. - Project Manager $99/hr - $3,960.00
6. Total Material Costs - $ 47,893.33
7. Total Equipment Costs - $ 4,036.32

Proposed Total Lines 1-13 Excluding Tax - $ 131,585.64

8. 120 Total Hrs. - Journeyman $89/hr. - $10,680.00
9. 480 Total Hrs. - Apprentice $54/hr. - $ 25,920.00
10. 160 Total OT Hrs. - Journeyman $129/hr. - $ 20,640.00
11. 600 Total OT Hrs. - Apprentice $75/hr. - $45,000.00
12. 40 Total PM Hrs. - Project Manager $99/hr - $3,960.00
13. Bond - $9,000
14. Total Material Costs - $ 178,913.86
15. Total Equipment Costs - $ 4,430.78 17. Proposed Total Lines 14-17 Excluding Tax – $ 298,544.64

Proposed Total Lines 1-19: $430,130.28 Excluding Tax

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:
2025-1346386

Date Filed:
08/06/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Allied Electric Services, Inc.
Georgetown, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
S08052025LN
(Voting) Innerloop Annex Feeders, Transformer, and Panelboard Installations

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 Paige Paul, and my date of birth is _____.

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

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

Executed in Williamson County County, State of TX, on the 6th day of August (month), 2025 (year).

Paige D. Paul
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:
2025-1346386

Date Filed:
08/06/2025

Date Acknowledged:
08/14/2025

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

Allied Electric Services, Inc.
Georgetown, TX United States

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

Williamson County Facilities Management

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

S08052025LN
(Voting) Innerloop Annex Feeders, Transformer, and Panelboard Installations

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 _____, _____, _____, _____, _____.
(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: 08/26/2025

Approval of the Agreement for Construction Services No. 2025344 with J.T. Vaughn Construction, LLC for the Lake Creek Trail – Bridge Repair for Facilities Management

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Construction Service Agreement No. 2025344 between Williamson County and J.T. Vaughn Construction, LLC for the Lake Creek Trail – Bridge Repair in the not-to-exceed amount of One Hundred Seventy-Six Thousand Eleven Dollars ($176,011.00) pursuant to OMNIA Cooperative Contract #R200107 and authorize execution of the agreement, the funding source is P655.

Background

This Agreement for Construction Services between Williamson County and J.T. Vaughn Construction, LLC for the Lake Creek Trail – Bridge Repair located at Parks: Lake Creek Trail, Austin, TX. Contract Audit and General Counsel reviewed. A detailed Scope of Work is attached. The funding source is P655 and the point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Construction Service Agreement

Form 1295 J.T. Vaughn Construction, LLC Complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/20/2025 03:55 PM
Form Started By: Michelle McKinney		Started On: 08/15/2025 12:40 PM
Final Approval Date: 08/20/2025		

Agreement for Construction Services

(Cooperative Contract #OMNIA R200107)

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and J.T. Vaughn Construction, LLC ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor for the construction of Lake Creek Trail – Bridge Repair (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 **One Hundred Seventy-Six Thousand Eleven Dollars ($176,011.00)** in accordance with the terms and conditions of this Agreement.

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

ARTICLE 4 CONTRACT TIME:

4.1 Contractor shall commence the Work upon instruction to do so from the Owner and shall achieve Substantial Completion within **sixty-seven (67) calendar days** from the date the Work is commenced; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Unless otherwise specified in writing, Contractor shall achieve Final Completion within **thirty (30) calendar days of Substantial Completion**. Owner shall determine when the Project has been fully and finally completed to its satisfaction. The time set forth for completion of the work is an essential element of the Agreement.

4.2 Liquidated Damages.

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

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

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

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

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

ARTICLE 5 PAYMENT:

5.1 Schedule Of Values

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

5.2 Applications For Payment

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

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

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

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

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

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

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

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

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

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

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

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

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

5.3 Certificates For Payment

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

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

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

5.4 Decisions To Withhold Certification

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

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

bonds or warranty bond required by the Agreement; or

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

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

5.5 Progress Payments

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

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

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

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

5.6 Failure Of Payment

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

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

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

5.7 Substantial Completion

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

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

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

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

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

5.8 Partial Occupancy or Use

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

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

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

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

5.9 Final Completion and Final Payment

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

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

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

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

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

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

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

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

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

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

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

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

.2 Employer's Liability

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

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

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

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

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

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

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

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

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

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

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

6.5.2 Workers' Compensation Insurance Coverage:

1. Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7 INDEMNITY:

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

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

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

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

ARTICLE 8 WARRANTY:

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

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

ARTICLE 9 PREVAILING WAGE RATE:

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

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

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

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

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

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

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

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

9.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have fourteen (14) days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the fifteenth (15th) day after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code. The parties to the arbitration have ten (10) days after the expiration of the fifteen (15) days referred to above, to agree on an arbitrator; if by the eleventh (11th) day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

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

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

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

ARTICLE 10 BONDS:

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

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

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

ARTICLE 11 TERMINATION OR SUSPENSION OF THE AGREEMENT

11.1 Termination by Contractor

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

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

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

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

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

11.2 Termination by the Owner for Cause

11.2.1 The Owner may terminate the Agreement if the Contractor:

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

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

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

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

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

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

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

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

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

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

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

11.3 Suspension by the Owner for Convenience

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

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

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

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

11.4 Termination by the Owner for Convenience

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

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

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

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

ARTICLE 12 INTENTIONALLY DELETED

ARTICLE 13 MISCELLANEOUS PROVISIONS:

13.1 Interest and Late Payments. Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for

payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

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

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

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

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

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

13.7 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

13.8 Relationship of the Parties. Contractor shall be an independent contractor under this agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the

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

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

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

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

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

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

The following documents shall comprise the Contract Documents:

1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. Cooperative Contract #OMNIA R200107; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

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

1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. Cooperative Contract # OMNIA R200107; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

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

OWNER:	**CONTRACTOR:**
WILLIAMSON COUNTY, TEXAS, a political subdivision of the state of Texas	J.T. Vaughn Construction, LLC.
By: _____	By: Danny Thompson Digitally signed by Danny Thompson Reason: I agree to the terms defined by the placement of my signature on this document Date: 2025.08.14 15:16:07-05'00'
Printed Name: _____	Printed Name: Danny Thompson
Title: _____	Title: CEO
Date: _____	Date: 8/14/2025

Exhibit "A"

Plans and Specifications

Location of Work: Williamson County Lake Creek Trail, Austin, TX

Scope of Work:

Contractor to provide the following services:

1. Full-time on-site supervision.
2. Safety measures.
3. Payment and Performance Bonds.
4. Single mobilization.
5. Work to be completed sequentially.
6. Storm Water Pollution Protection Plan (SWPPP).
7. Haul off demolished concrete.
8. Capturing of work area with fence panel and signage.
9. Concrete rip-rap removal and replacement.
10. Removal of undergrowth around wing walls near Little Gulf Dr. bridge.
11. Remove and replace 30 LF. of concrete sidewalk before and after the metal bridge near Meadowheath Dr.
12. Remove and replace 40 LF. of concrete sidewalk before and after the metal bridge near Little Gull Dr.
13. Remove and replace 76 LF. Galvanized guardrails on bridge near Little Gull Dr.
14. Remove and replace 77 LF. of saw tooth curb on bridge near Little Gull Dr.

Pricing Excludes

1. Locating or removing asbestos or other hazardous materials.
2. Badging and background check fees.
3. Permitting of any kind.
4. After hours work.
5. Replacement of seed and / or sod.
6. Remediation of trails created by walkers going around the construction areas.
7. Any existing damages to trail.
8. Subgrade modifications.
9. Drainage modifications.
15. Temporary trail accommodations.
16. Williamson County is to communicate trail closures with the community.

Williamson County, Texas
LAKE CREEK TRAIL - BRIDGE REPAIR



Approved by the Williamson County, Texas
this_____day of_____, 2025.



KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
GEORGETOWN, TEXAS 78626
FIRM REGISTRATION NO. F-510

07/01/2025

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GENERAL

- MON — MONUMENT
- FLAG POLE
- IPS — IRON PIN SET
- IPF — IRON PIN FOUND
- SIGN
- BM — BENCHMARK
- TREE SYMBOL
- NS — NAIL SET/FOUND
- FND — "X" IN CONCRETE FOUND/SET (LABEL)
- BH — BORE HOLE
- BP — BOLLARD POST
- FP — FENCE POST
- GROUND LIGHT
- GR — GROUNDING ROD
- RRCBX — RAILROAD CONTROL BOX
- MARKER SIGN
- MBX — MAIL BOX

ELECTRIC

- EB — ELECTRIC BOX
- LP — LIGHT POLE
- PP — POWER POLE
- GUY — GUY
- E — MANHOLE
- JBX — JUNCTION BOX
- TSP — TRAFFIC SIGNAL POLE/BOX/CONTROL PANEL

TELLECOMM/CABLE

- TRB T — TELEPHONE RISER BOX
- MANHOLE
- CBX — CABLE BOX
- CPED — CABLE PEDESTAL
- JBX — JUNCTION BOX
- TP — TELEPHONE POLE
- PBX — PULL BOX

WATER

- FH — FIRE HYDRANT
- WV — WATER VALVE 1
- WV — WATER VALVE 2
- WM W — WATER METER
- MANHOLE
- PIPE FITTING
- REDUCER
- HB — HOSE BIB
- SCBX — SPRINKLER CONTROL BOX
- SCV — SPRINKLER CONTROL VALVE

WASTEWATER

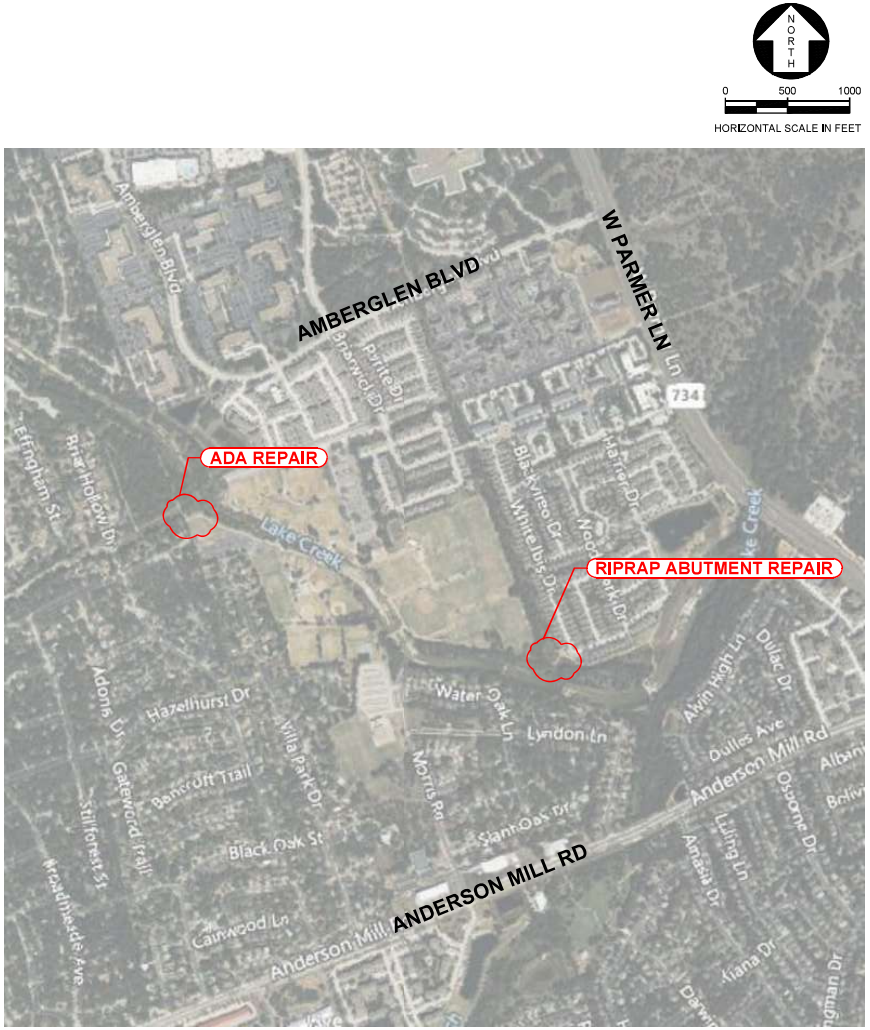
- WW — MANHOLE
- PIPE FITTING
- CO — CLEANOUT

STORM SEWER

- S — MANHOLE
- AREA DRAIN

GAS

- GM — GAS METER



LOCATION MAP

BID SET

NO.	DATE	REVISION	BY

© 2025 Kasberg, Patrick & Associates, LP
KPA Firm Registration Number F-510

Plot Date: 7/1/2025 8:16:16 AM
Plotted By: AJACOB

PROJECT NO. 2024-180
DRAWN BY Aneena Jacob
DESIGNED BY Alvin R. Sutton III, P.E.
APPROVED BY
DATE 07/01/2025

STATE OF TEXAS — ALVIN R. SUTTON, III — 96530 — LICENSED PROFESSIONAL ENGINEER

KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
GEORGETOWN, TEXAS 78626

WILLAMSON COUNTY, TEXAS
LAKE CREEK TRAIL - BRIDGE REPAIR

SHEET LIST & LOCATION MAP

SHEET NO. G-02 OF 06 SHEETS

Texas Commission on Environmental Quality
Water Pollution Abatement Plan General Construction Notes

1. A written notice of construction must be submitted to the TCEQ regional office at least 48 hours prior to the start of any regulated activities. This notice must include:
   - the name of the approved project;
   - the activity start date; and
   - the contact information of the prime contractor.

2. All contractors conducting regulated activities associated with this project must be provided with complete copies of the approved Water Pollution Abatement Plan (WPAP) and the TCEQ letter indicating the specific conditions of its approval. During the course of these regulated activities, the contractors are required to keep on-site copies of the approved plan and approval letter.

3. If any sensitive feature(s) (caves, solution cavity, sink hole, etc.) is discovered during construction, all regulated activities near the sensitive feature must be suspended immediately. The appropriate TCEQ regional office must be immediately notified of any sensitive features encountered during construction. Construction activities may not be resumed until the TCEQ has reviewed and approved the appropriate protective measures in order to protect any sensitive feature and the Edwards Aquifer from potentially adverse impacts to water quality.

4. No temporary or permanent hazardous substance storage tank shall be installed within 150 feet of a water supply source, distribution system, well, or sensitive feature.

5. Prior to beginning any construction activity, all temporary erosion and sedimentation (E&S) control measures must be properly installed and maintained in accordance with the approved plans and manufacturers specifications. If inspections indicate a control has been used inappropriately, or incorrectly, the applicant must replace or modify the control for site situations. These controls must remain in place until the disturbed areas have been permanently stabilized.

6. Any sediment that escapes the construction site must be collected and properly disposed of before the next rain event to ensure it is not washed into surface streams, sensitive features, etc.

7. Sediment must be removed from the sediment traps or sedimentation basins not later than when it occupies 50% of the basin's design capacity.

8. Litter, construction debris, and construction chemicals exposed to stormwater shall be prevented from being discharged offsite.

9. All spoils (excavated material) generated from the project site must be stored on-site with proper E&S controls. For storage or disposal of spoils at another site on the Edwards Aquifer Recharge Zone, the owner of the site must receive approval of a water pollution abatement plan for the placement of fill material or mass grading prior to the placement of spoils at the other site.

10. If portions of the site will have a temporary or permanent cease in construction activity lasting longer than 14 days, soil stabilization in those areas shall be initiated as soon as possible prior to the 14th day of inactivity. If activity will resume prior to the 21st day, stabilization measures are not required. If drought conditions or inclement weather prevent action by the 14th day, stabilization measures shall be initiated as soon as possible.

11. The following records shall be maintained and made available to the TCEQ upon request:
   - the dates when major grading activities occur;
   - the dates when construction activities temporarily or permanently cease on a portion of the site; and
   - the dates when stabilization measures are initiated.

12. The holder of any approved Edward Aquifer protection plan must notify the appropriate regional office in writing and obtain approval from the executive director prior to initiating any of the following:

   A. any physical or operational modification of any water pollution abatement structure(s), including but not limited to ponds, dams, berms, sewage treatment plants, and diversionary structures;

   B. any change in the nature or character of the regulated activity from that which was originally approved or a change which would significantly impact the ability of the plan to prevent pollution of the Edwards Aquifer;

   C. any development of land previously identified as undeveloped in the original water pollution abatement plan.

Austin Regional Office
12100 Park 35 Circle, Building A
Austin, Texas 78753-1808
Phone (512) 339-2929
Fax (512) 339-3795

San Antonio Regional Office
14250 Judson Road
San Antonio, Texas 78233-4480
Phone (210) 490-3096
Fax (210) 545-4329

THESE GENERAL CONSTRUCTION NOTES MUST BE INCLUDED ON THE CONSTRUCTION PLANS PROVIDED TO THE CONTRACTOR AND ALL SUBCONTRACTORS.

TCEQ-0592 (Rev. July 15, 2015)

General Notes

1. All barricades, signs, and traffic control for this project shall conform to the latest edition of the Texas Manual on Uniform Traffic Control Devices for Streets and Highways.

2. The bidders for this project shall familiarize themselves with all requirements of working in state and Williamson County rights-of-way and easements. The bidders shall familiarize themselves with all insurance requirements for said work and shall include in their bids, insurance costs and insurance premiums that provide for the state of Texas, the Williamson County and the engineer as additional insured's under the contractor's policies.

3. Blasting is not permitted on this project.

4. All construction operations shall be accomplished in accordance with applicable regulations of the U.S. Occupational Safety And Health Administration. Copies of the OSHA standards may be purchased from the U.S. government printing office: information and related reference materials may be obtained from OSHA; 903 San Jacinto, Austin, Texas.

5. These plans prepared by Kasberg, Patrick & Associates, LP, do not extend to or include designs or systems pertaining to the safety of the contractor or its employees, agents or representatives in the performance of the work. The seal of Kasberg, Patrick & Associates, LP registered professional engineer(s) hereon does not extend to any such safety systems that may now or hereafter be incorporated in the work. The contractor shall prepare or obtain the appropriate safety systems, including the plans and specifications.

6. Contractor shall comply with all applicable local, state and federal requirements regarding excess and waste material, including methods of handling and disposal.

7. Contractor shall maintain access to public and private facilities during construction. Construction activities shall be coordinated with the Williamson County community owned utilities.

8. Contractor shall notify the Williamson County community owned utilities a minimum of 3 working days, (Monday-Friday) in advance of construction startup, followed by a letter of confirmation. Contractor shall also give a minimum of 3 working days, (Monday-Friday), notice to all authorized inspectors, superintendents or persons in charge of private and public utilities affected by his operations prior to commencement of work.

9. Location of existing utilities shown on the plans was compiled from record information. No warranty is implied as to the actual location of existing utilities. Contractor shall field verify locations of existing utilities prior to the commencement of construction. Contractor should call the Williamson County at (512) 930-3555. If there are any conflicts between proposed and existing utilities, or if the existing utilities are in any way different from what is shown on the drawings, then it shall be the contractor's responsibility to notify the city or other affected utility before proceeding with any construction. The contractor shall be responsible for resolving all conflicts at his expense. The Williamson County will consider any conflicts at said locations on a case-by-case basis in order to determine if the contractor should be reimbursed for his expense in solving said conflict.

10. Contractor shall make all due precautions to protect existing facilities from damage. Any damage to existing facilities incurred as a result of these construction operations are to be repaired immediately by the contractor to at least the preexisting condition at no additional cost to the Williamson County.

11. Contractor shall coordinate interruptions of all utilities and services with all applicable utility company or companies. All work shall be in accordance with the requirements of the applicable utility company or agency involved.

12. When un-located or incorrectly located underground piping or a break in a line or other utilities and services are encountered during site work operations, the contractor shall notify the applicable utility company immediately to obtain procedure directions. Contractor shall cooperate with the applicable utility company in maintaining active services in operation.

13. Contractor shall locate material storage areas away from storm water conveyance systems. Contractor shall provide protected storage areas for chemicals, paints, solvents, fertilizers and other potentially toxic materials off site.

14. No open burning is allowed within the Williamson County limits. Burning is allowed in Williamson county by air curtain destructors method and prior written approval from applicable government agencies at the contractor's expense. The contractor can haul cleared vegetation to an acceptable off-site location with written approval by the owner's representative. Prior to construction the contractor shall designate to the Williamson County's representative, which method will be used for disposal of cleared vegetation.

15. Fuel storage is not allowed on this project.

16. Contractor shall advise owner immediately, verbally and in writing, of any fuel or toxic material spills onto the project construction area and the actions to be taken to remedy the problem.

17. Contractor is responsible for disposing of his fuels, materials, and contaminated excavations in a legally approved manner.

18. Contractor is responsible for complying with all applicable environmental laws.

19. Contractor is responsible for providing and maintaining sanitary facilities on this project for employees.

20. Contractor shall coordinate all materials testing, including soil density tests and related soils analysis. Tests shall be accomplished by an independent laboratory under contract with the Williamson County, at the frequency, time and location as specified in the technical specifications. A copy of the test results shall be forwarded to the Williamson County's representative, the Williamson County utilities, and the contractor. Tests, which show unsatisfactory results, shall be repeated at the expense of the contractor subsequent to the contractor's remedial activities.

21. The trench excavation and shoring safety plan system as required by the laws of the state of Texas and as outlined in the technical specifications will be required as a minimum trench safety measure and shall be submitted to the Williamson County for acceptance prior to the beginning of construction. Implementation of the submitted trench safety plan shall be the sole responsibility of the contractor.

22. Existing paving, buildings and other items shown on the plans is not specifically related to the work of the contractor and is shown for information only.

23. Any water hauled to the site during the installation shall be paid by the contractor.

24. TxDOT requires 48-hour notification prior to any proposed work in state right of way.

25. This project is a calendar day project and therefore shall be void of rain days as credit to construction time. The Williamson County will not accept rain days unless a month within the project time has had rain days in excess of the average rain days for that month. Days of drying for the project site will not be considered.

Month	Rain Days
January	7 days
February	7 days
March	7 days
April	7 days
May	8 days
June	6 days
July	6 days
August	5 days
September	7 days
October	7 days
November	7 days
December	7 days

Construction Layout/Project Coordination

1. The Williamson County will provide the daily on-site construction representation for this project.

2. Pre-construction conference

   A. Prior to beginning work on the project and soon after the award of the contract, a conference will be held among the representatives of the Williamson County, the engineer, the contractor, and any subcontractor that will be involved in the work. At that time, the contractor shall submit charts or briefs, outlining the manner of execution of the work that is intended in order to complete the specified work within the allotted time. This conference will more completely establish the sequence of work to be followed and establish the estimated progress schedule for completion of the various tasks. When applicable, the pre-construction conference will be held only after installation of the erosion and sedimentation controls. This conference may take place on the site to demonstrate competence with the erosion and sedimentation control plan and water pollution abatement plan.

   B. In addition, at this conference, the contractor shall be responsible for furnishing the engineer with all of the following, as specified herein or as directed by the engineer:
   - Samples of all materials to be used on the project with identification as to product name; name, location, phone number (including area code) and mailing address of product source and manufacturer, if different from source; content of product; amount of each ingredient in the product, and manufacturer's directions as to use and application of the product, if applicable.
   - Manufacturer's literature of all materials and equipment installed on the project.

3. Protection of vehicular and pedestrian traffic is of the utmost importance for the project. The traffic control and sequence of construction plan shall address all anticipated situations in this regard with sufficient detail. The contractors plan will be reviewed by local TxDOT officials and the Williamson County.

4. The plans for this project show proposed elevations, slopes and dimensions that are intended for actual placement. However, there may be some instances where existing conditions make it impractical to achieve the ideal. In those instances, the Williamson County will assist the contractor in making proper field changes to better account for field conditions.

5. The engineer for the project shall mark the limits of construction prior to commencement of the project.

Site Grading Notes

1. Contractor shall control dust caused by the work and comply with pollution control regulations of governing authorities.

2. Contractor shall remove built up material on adjacent public roadways resulting from his work. Cleaning shall be at least once a day.

3. Contractor shall protect stockpiled material such that storm water will not adversely affect erosion control, sidewalks, traffic, private property, or the San Gabriel River.

4. Required fill embankment shall be placed and compacted per technical specifications in maximum 6-inch loose lifts and compacted as stated in the specifications.

Paving And Concrete Notes

1. Any existing pavement, curbs and/or sidewalk damaged or removed by the contractor that are not a part of this contract shall be repaired by the contractor to at least the preexisting condition at his expense before acceptance of the work.

2. The contractor shall provide the Williamson County community owned utilities engineer with a barricade and signing plan, which will include how traffic will be handled during construction. The barricades, signs and lights shall conform to the latest edition of the Texas Manual On Uniform Traffic Control Devices For Streets And Highways.

3. All concrete to be class "a" for site work per technical specifications and all reinforcing steel to be ASTM A-615 grade 60, unless otherwise noted.

4. Natural subgrade - loose, disturbed or undisturbed natural subgrade beneath pavement should be scarified and rolled. Subgrade compactions shall not exceed 100%. Proof-rolling and preparation of subgrade shall be in accordance with TxDOT item 216 "proof rolling" and item 132 embankment.

5. Concrete rip rap shall be 4-inch thickness, class "b" concrete with 6" x 6" x #6 welded wire flat-sheet mesh. Finished concrete shall receive a broom finish and sprayed with type 2 membrane curing compound. The rip rap shall be placed with a 24-inch depth by 6-inch wide toe ditch at the bottom of slope edge and with an 18-inch depth by 6-inch wide toe ditch at the top of slope edge.

Project Notes

1. The contractor to contact the Williamson County at (512) 930-3555 for existing utility locations prior to any excavation. In advance of construction, the contractor shall verify the locations of all utilities to be extended, tied to or altered, or subject to damage/inconvenience by the construction operations. The Williamson County water and wastewater maintenance responsibility ends at right-of-way row)/easement lines.

2. Contractor shall strip 6 inches of topsoil from all areas subject to grade modifications. Contractor shall remove any area of weak soil.

3. Within Williamson County right-of-way, residential driveways shall have a 10% maximum grade. Non residential driveways are to have a 3% maximum grade for the first thirty (30) feet off the edge of pavement.

4. The contractor shall be responsible and liable for all job site safety, management of job site personnel, supervision of the use of job site equipment and direction of all construction procedures, methods and elements required to complete the construction of the proposed improvements.

5. The contractor shall protect all existing fences. In the event that a fence shall be removed, the contractor shall replace said fence or portion thereof with the same type of fencing to a quality of equal or better than the original fence.

Testing And Submittals

1. The contractor shall be responsible for providing material samples as well as any manufacturers literature of materials used on this project as required by the engineer. Any costs associated with any sampling and testing shall be the responsibility of the contractor. These costs shall be considered as incidental and the contractor will not be entitled to any additional compensation.

2. The contractor shall be responsible for and pay for all charges of testing laboratories for services in connection with initial tests made on all imported materials to the project sites including but not limited to embedment materials, fill material, backfill material, select material, crushed limestone base, subbase, concrete, steel, wood forms, liquid asphalt, aggregate, water, cement, curing compound, guard rail, etc. The tests for which the contractor will typically be responsible are Atterberg limits, sieve analysis, plasticity indices, mix design, California bearing ratios, proctors (moisture density curves) and all tests required by the specifications that prove the material brought to the project sites meets or exceeds the specifications and contract documents. The owner, the Williamson County, will pay all the charges of testing laboratories for services in connection with in place field densities, concrete cylinders testing, HMAC density tests and any in place test required for quality assurance. Retesting after failure of in place tests shall be at the expense of the contractor.

Americans with disabilities act

1. This project is intended to conform to the Americans With Disabilities Act.

2. The contractor shall be aware of construction procedures, finished product requirements of this act, and coordinate all activities to satisfy this act.

BID SET

NO.	DATE	REVISION	BY

© 2025 Kasberg, Patrick & Associates, LP
KPA Firm Registration Number F-510

Plot Date: 7/1/2025 8:16:17 AM
Plotted By: AJACOB

PROJECT NO. 2024-180
DRAWN BY Aneena Jacob
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APPROVED BY
DATE 07/01/2025

STATE OF TEXAS — ALVIN R. SUTTON, III — 96530 — LICENSED PROFESSIONAL ENGINEER

KPA

KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
GEORGETOWN, TEXAS 78626

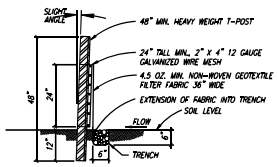
WILLAMSON COUNTY, TEXAS
LAKE CREEK TRAIL - BRIDGE REPAIR

TCEQ AND GENERAL CONSTRUCTION NOTES

SHEET NO. **G-03** OF **06** SHEETS

FILE: P:\Williamson County\2024\24-180 LAKE CREEK TRAIL-BRIDGE REPAIR\CAD\Plans\GENERAL\G-05 EROSION-SEDIMENTATION & TREE PROTECTION NOTES AND DETAILS.dwg LAST SAVED: 7/1/2025 8:13:07 AM LAYOUT: TCEQ AND GENERAL CONSTRUCTION NOTES

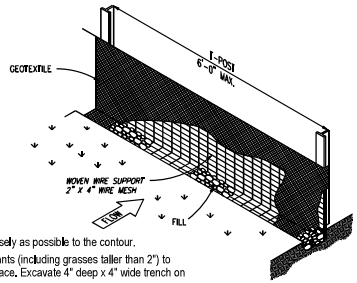
FILE: P:\Williamson County\2024\24-180 LAKE CREEK TRAIL-BRIDGE REPAIR\CAD\Plans\GENERAL\G-05 EROSION-SEDIMENTATION & TREE PROTECTION NOTES AND DETAILS.dwg LAST SAVED: 7/1/2025 8:13:07 AM LAYOUT: EROSION-SEDIMENTATION & TREE PROTECTION NOTES AND DETAILS



CROSS SECTION

Inspection and maintenance guidelines:

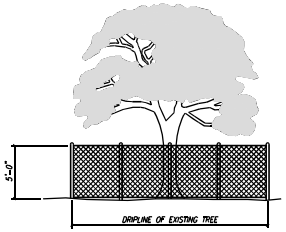
- Inspect all fencing weekly, and after any rainfall event.
- Remove sediment when buildup reaches 6 inches.
- Replace any torn fabric.
- Replace or repair any sections crushed or collapsed in the course of construction activity.



Installation:

- Layout the silt fence following as closely as possible to the contour.
- Clear the ground of debris, rocks, plants (including grasses taller than 2") to provide a smooth flow approach surface. Excavate 4" deep x 4" wide trench on upstream side of face per plans.
- Drive the heavy duty t-post at least 12 inches into the ground and at a slight angle towards the flow.
- Attach the 2" x 4" 12 gauge welded wire mesh to the t-post with 11 1/2 gauge galvanized t-post clips. the top of the wire to be 24" above ground level. The welded wire mesh to be overlapped 6" and tied at least 6 times with hog rings.
- The silt fence to be installed with a skirt a minimum of 11" wide placed on the uphill side of the fence inside excavated trench. The fabric to overlap the top of the wire by 1".
- Anchor the silt fence by backfilling with excavated dirt and rocks.
- Geotextile splices should be a minimum of 18" wide attached in at least 6 places. Splices in concentrated flow areas will not be accepted.

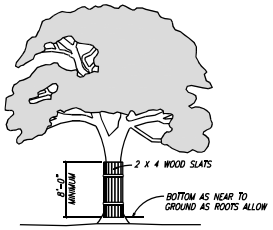
SILT FENCE DETAIL
NOT TO SCALE



Notes:

1. Tree protection fences shall be installed prior to the commencement of any site preparation work (clearing, grubbing or grading).
2. Fences shall completely surround the tree, or clusters of trees; will be located at the outermost limit of the tree branches (dripline), and will be maintained throughout the construction project in order to prevent the following:
   A. Soil compaction in the root zone area resulting from vehicular traffic, or storage of equipment or materials.
   B. Root zone disturbances due to grade changes (greater than six inches (6") cut or fill or trenching not reviewed and authorized by the city.
   C. Wounds to exposed roots, trunks or limbs by mechanical equipment.
   D. Other activities detrimental to trees, such as chemical storage, cement truck cleaning and fire.
3. Exceptions to installing fences at tree driplines may be permitted in the following cases:
   A. Where permeable paving is to be installed, erect the fence at the outer limits of the permeable paving area.
   B. Where trees are close to proposed buildings, erect the fence no closer than six feet (6'-0") to building.

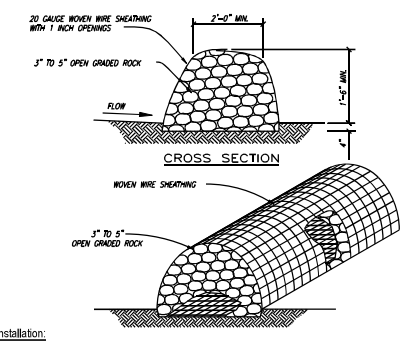
TREE PROTECTION - CHAIN LINK FENCE
NOT TO SCALE



Notes:

1. Where any exceptions result in a fence being closer than four feet (4'-0") to a tree trunk protect the trunk with strapped-on-planking to a height of eight feet (8'-0"), or to the limits of lower branching in addition to the reduced fencing provided.
2. Any roots exposed by construction activity shall be pruned flush with the soil. Backfill root areas with good quality top soil as soon as possible. If exposed root areas are not backfilled within two (2) days, cover them with organic material in a manner which reduces soil temperature, and minimizes water loss due to evaporation.
3. Prior excavation or grade cutting within tree dripline. Make a clean cut between the disturbed and undisturbed root zones with a rock saw or similar equipment, to minimize damage to remaining roots.
4. Trees most heavily impacted by construction activities should be watered deeply once a week during periods of hot, dry weather. Tree crowns should be sprayed with water periodically to reduce dust accumulation on the leaves.
5. Any trenching required for the installation of landscape irrigation shall be placed as far from existing tree trunks as possible.
6. No landscape topsoil dressing greater than four inches (4") shall be permitted within the dripline of a tree. No soil is permitted on the root flare of any tree.
7. Pruning to provide clearance for structures, vehicular traffic and equipment shall take place before construction begins.

TREE PROTECTION - WOOD SLATS
NOT TO SCALE



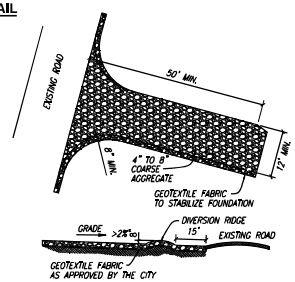
Installation:

- Layout the rock berm following as closely as possible to the contour.
- Clear the ground of debris, rocks or plants that will interfere with installation.
- Place woven wire fabric on the ground along the proposed installation with enough overlap to completely encircle the finished size of the berm.
- Place the rock along the center of the wire to the designated height.
- Wrap the structure with the previously placed wire mesh secure enough so that when walked across the structure retains it's shape.
- Secure with tie wire.
- The ends of the berm should be tied into existing upslope grade and the berm should be buried in a trench approx. 4 inches deep to prevent failure of the control.
- The rock berm should be left in place until all upstream areas are stabilized and accumulated silt removed.

Inspection and Maintenance Guidelines:

- Inspection should be made weekly and after each rainfall event by the responsible party. for installations in streambeds, additional daily inspections should be made.
- Remove sediment and other debris when buildup reaches 6 inches and dispose of the accumulated silt in an approved manner.
- Repair any loose wire sheathing.
- The berm should be reshaped as needed during inspection.
- The berm should be replaced when the structure ceases to function as intended due to silt accumulation among the rocks, washout, construction traffic damage, etc.

ROCK BERM DETAIL
NOT TO SCALE



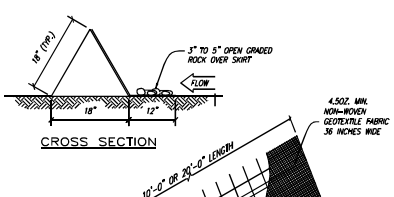
Installation:

- Clear the area of debris, rocks or plants that will interfere with installation.
- Grade the area for the entrance to flow back on to the construction site. Runoff from the stabilized construction
- Entrance onto a public street will not be accepted.
- Place geotextile fabric if required.
- Place rock as required.

Inspections and maintenance guidelines:

- The entrance should be maintained in a condition, which will prevent tracking or flowing of sediment onto public rights-of-way. This may require periodic top dressing with additional stone as conditions demand and repair and/or cleanout of any measures used to trap sediment.
- All sediment spilled, dropped, washed or tracked on to public rights-of-way should be removed immediately by contractor.
- When necessary, wheels should be cleaned to remove sediment prior to entrance onto public rights-of-way.
- When washing is required, it should be done on an area stabilized with crushed stone that drains into an approved sediment trap or sediment basin.
- All sediment should be prevented from entering any storm drain, ditch or water course by using approved methods.

STABILIZED CONSTRUCTION ENTRANCE
NOT TO SCALE



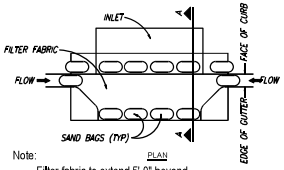
Installation:

- Layout the filter dike following as closely as possible to the contour.
- Clear the ground of debris, rocks or plants that will interfere with installation.
- Place the filter dike sections one at a time, with the skirt on the uphill side towards the direction of flow anchoring each section to the ground before the next section is placed.
- Anchors should be placed on 2'-0" centers alternating from front to back so that there is actually only 1'-0" in between anchors.
- Securely fasten the skirt from one section of filter dike to the next.
- Filter dikes shall maintain continuous contact with the ground.
- After the site is completely stabilized, the dikes and any remaining silt should be removed. Silt should be disposed of in a manner that will not contribute to additional siltation.

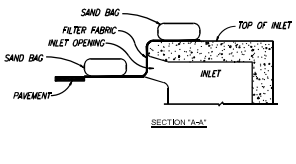
Inspection and Maintenance Guidelines:

- Inspection should be made weekly or after each rainfall event and repair or replacement should be made promptly as needed by the contractor.
- Inspect and realign berms as needed to prevent gaps between the sections.
- Accumulated silt should be removed after each rainfall event, and disposed of in a manner which shall not cause additional siltation.

TRIANGULAR FILTER DIKE
NOT TO SCALE



Note:
Filter fabric to extend 5'-0" beyond inlet opening, upstream of inlet. Terminate fabric in street gutter with sand bags placed in gutter flowline.



CURB INLET PROTECTION DETAIL
NOT TO SCALE

EROSION/SEDIMENTATION AND TREE PROTECTION NOTES

1. *The contractor to install and maintain erosion/sedimentation controls and tree/natural area protective fencing prior to any site preparation work (clearing, grubbing, grading, or excavation). Contractor to remove erosion/sedimentation controls at the completion of project and grass restoration.*
2. *The placement of erosion/sedimentation controls to be in accordance with the approved erosion and sedimentation control plan and water pollution abatement plan. Deviations from the approved plan shall be submitted to and approved by the owner's representative.*
3. *All disturbed areas to be restored as noted in the water pollution abatement plan.*
4. *The seeding for erosion control to be applied over areas disturbed by construction as follows:*

   From September 15 to March 1, seeding to be with a combination of 2 pounds per 1,000 square feet of unhulled bermuda and 2 pounds per 1,000 square feet of winter rye with a purity of 95% with 90% germination.
   From march 2, to September 14, seeding to be with hulled bermuda grass (cynoden dactolyn) at a rate of 2 pounds per 1,000 square feet with a purity of 95% with 85% germination.
5. *The planted area to be irrigated or sprinkled in a manner that will not erode the topsoil, but will sufficiently soak the soil to a depth of four (4) inches. The irrigation to occur at 10-day intervals during the first two months. Rainfall occurrences of 1/2 inch or greater to postpone the watering schedule one week.*
6. *Restoration to be acceptable when the grass has grown at least 1-1/2 inches high with 95% coverage, provided no bare spots larger than 25 square feet exist.*
7. *A minimum of four (4) inches of topsoil to be placed in all areas disturbed by construction.*
8. *The contractor to hydromulch or sod (as shown on plans) all exposed cuts and fills upon completion of construction, except where cuts are made in solid rock.*
9. *Erosion and sedimentation controls to be installed or maintained in a manner which does not result in soil buildup within tree dripline.*
10. *To avoid soil compaction, contractor shall not allow vehicular traffic, parking, or storage of equipment or materials in the tree dripline areas.*
11. *Where a fence is closer than four (4) feet to a tree trunk, protect the trunk with strapped-on planking to a height of eight (8) feet (or to the limits of lower branching) in addition to the fencing.*
12. *Trees to be removed in a manner which does not impact trees to be preserved.*
13. *Any root exposed by construction activity to be pruned flush with the soil. Backfill root areas with good quality topsoil as soon as possible. If exposed root areas are not backfilled within two days, cover them with organic material in a manner which reduces soil temperature and minimizes water loss due to evaporation.*
14. *Contractor to prune vegetation to provide clearance for structures, vehicular traffic, and equipment before damage occurs (ripping of branches, etc.). All finished pruning to be done according to recognized, approved standards of the industry (reference the "National Arborist Association pruning standards for shade trees").*
15. *The contractor is to inspect the controls at weekly intervals and after every rainfall exceeding 1/4 inch to verify that they have not been significantly disturbed, Any accumulated sediment after a significant rainfall to be removed and placed in the owner designated spoil disposal site. The contractor to conduct periodic inspections of all erosion/sedimentation controls and to make any repairs or modifications necessary to assure continued effective operation of each device.*
16. *Where there is to be an approved grade change, impermeable paving surface, tree well, or other such site development immediately adjacent to a protected tree, erect the fence approximately two to four feet (2'-4') behind the area in question.*
17. *No above and/or below ground temporary fuel storage facilities to be stored on the project site.*
18. *If erosion and sedimentation control systems are existing from prior contracts, owner's representative and the contractor to examine the existing erosion and sedimentation control systems for damage prior to construction. Any damage to preexisting erosion and sedimentation controls noted to be repaired at owners expense.*
19. *Intentional release of vehicle or equipment fluids onto the ground is not allowed. contaminated soil resulting from accidental spill to be removed and disposed of properly.*

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Plot Date: 7/1/2025 8:16:18 AM
Plotted By: AJACOB

PROJECT NO. 2024-180
DRAWN BY Aneena Jacob
DESIGNED BY Alvin R. Sutton III, P.E.
APPROVED BY
DATE 07/01/2025

STATE OF TEXAS — ALVIN R. SUTTON, III — 96530 — LICENSED PROFESSIONAL ENGINEER

KPA

KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
GEORGETOWN, TEXAS 78626

WILLAMSON COUNTY, TEXAS
LAKE CREEK TRAIL - BRIDGE REPAIR

EROSION-SEDIMENTATION & TREE PROTECTION NOTES AND DETAILS

SHEET NO. G-04 OF 06 SHEETS



FILE: P:\Williamson County\2024\24-180 LAKE CREEK TRAIL-BRIDGE REPAIR\CAD\Plans\GENERAL\ECP-ADA REPAIR.dwg LAST SAVED: 5/12/2025 3:03:25 PM LAYOUT: EROSION CONTROL PLAN - ADA IMPROVEMENTS

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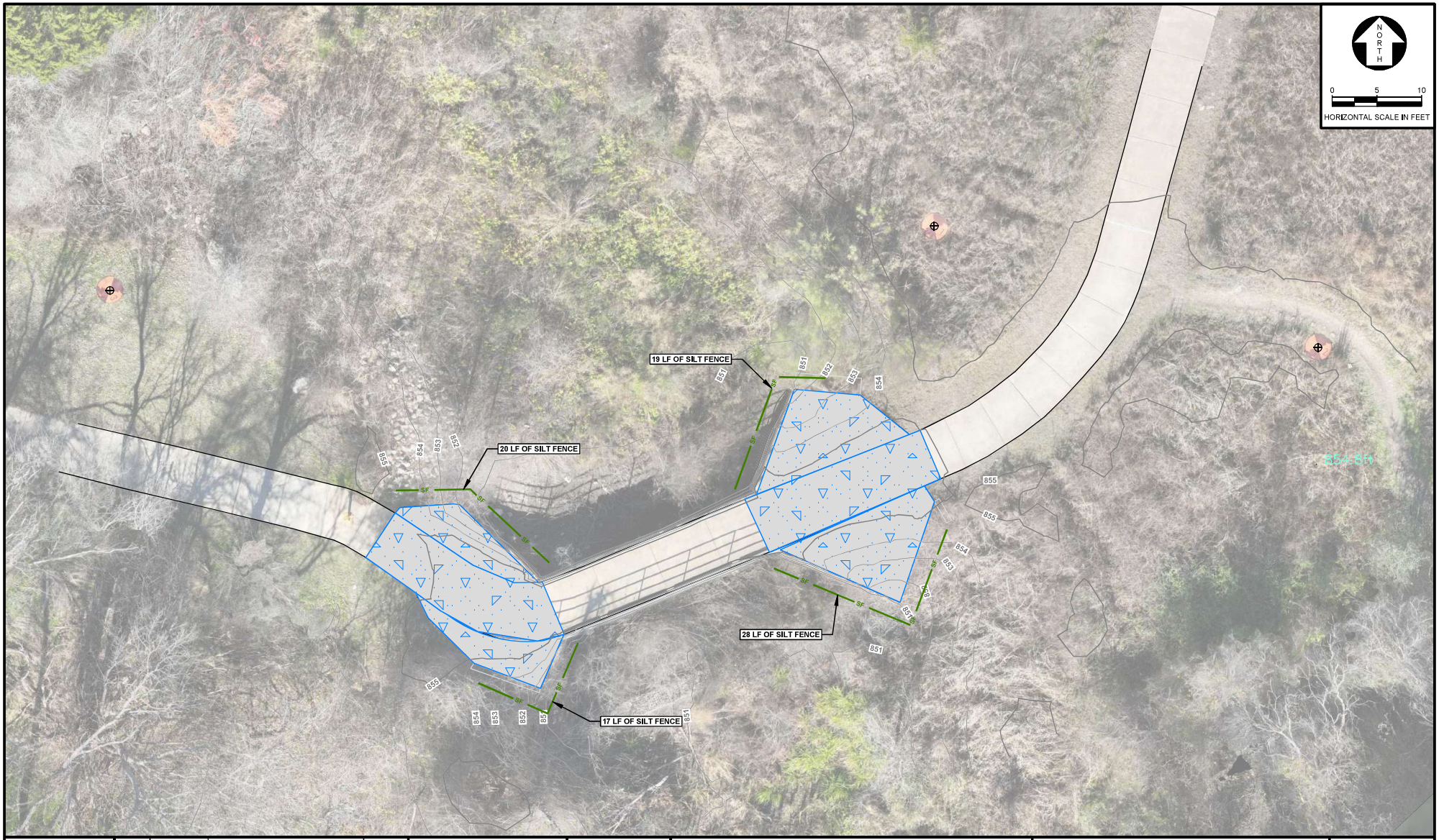
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LAKE CREEK TRAIL - BRIDGE REPAIR

GENERAL SHEETS
EROSION CONTROL PLAN - ADA IMPROVEMENTS

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EROSION CONTROL PLAN - ABUTMENT REPAIR

SHEET NO. G-06 OF 06 SHEETS



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This document is released for the purpose of interim review under the authority of Alvin R. Sutton P.E. 96530 on July 1, 2025
It is not to be used for construction, bidding or permit purposes.

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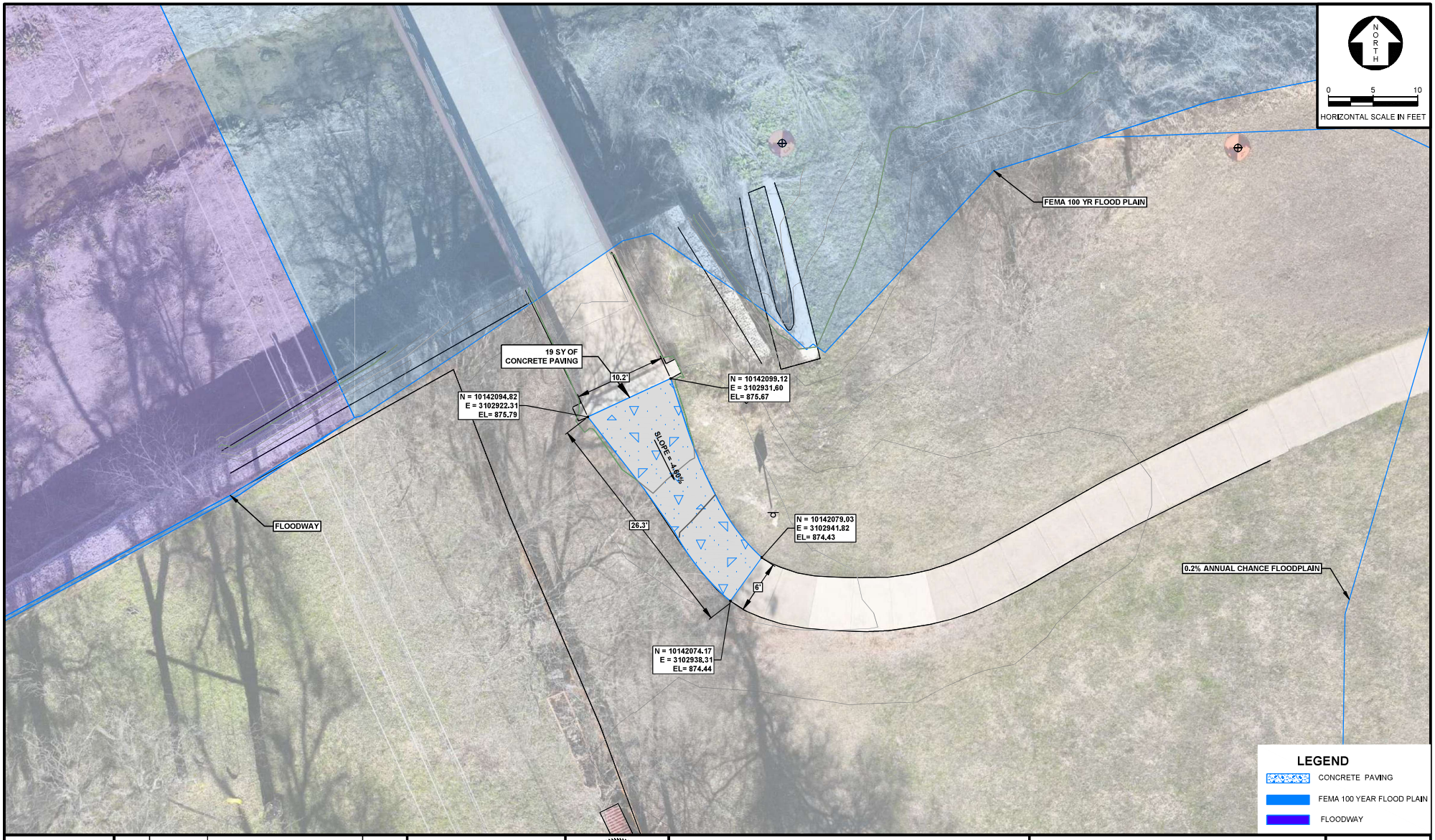
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APPROVED BY
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GEORGETOWN, TEXAS
FY 2023 ADA IMPROVEMENTS

DEMOLITION PLAN - PLAN SHEETS
DEMOLITION PLAN - ADA IMPROVEMENTS

SHEET NO.
P-01 OF
04 SHEETS



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PLAN SHEETS
ADA IMPROVEMENTS

SHEET NO.
P-02 OF
04 SHEETS



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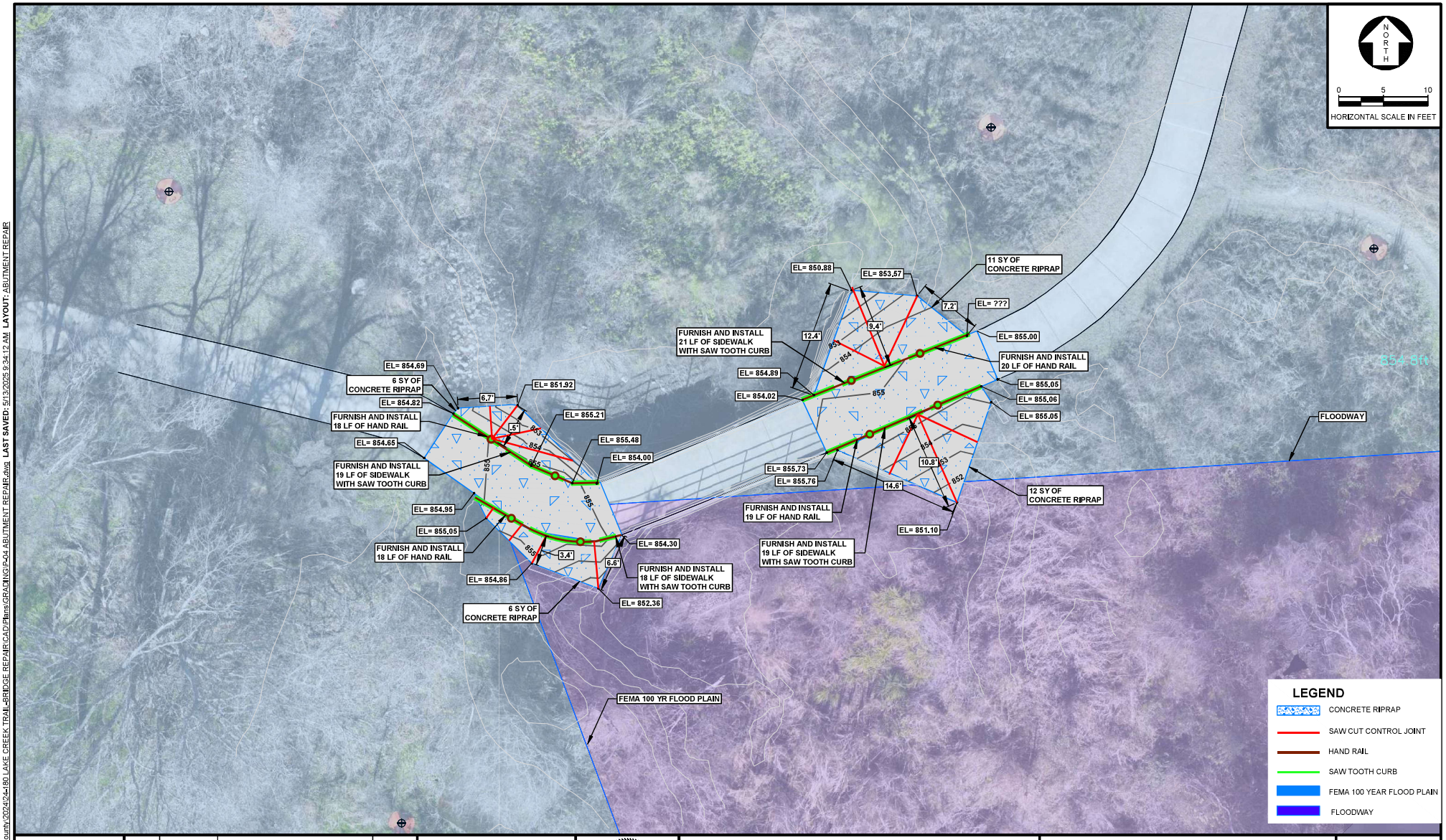
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LAKE CREEK TRAIL - BRIDGE REPAIR

DEMOLITION PLAN - PLAN SHEETS
DEMOLITION PLAN - RIPRAP ABUTMENT REPAIR

SHEET NO. P-03 OF 04 SHEETS

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GEORGETOWN, TEXAS 78626

WILLAMSON COUNTY, TEXAS
LAKE CREEK TRAIL - BRIDGE REPAIR

PLAN SHEETS
ABUTMENT REPAIR

SHEET NO.
P-04 OF
04 SHEETS

GUIDELINES FOR DESIGN AND INSTALLATION OF TEMPORARY EROSION AND SEDIMENTATION CONTROLS

TYPE OF STRUCTURE	REACH LENGTH	MAXIMUM DRAINAGE AREA	SLOPE
SILT FENCE	N/A	2 ACRES	0 – 10%
	200 FEET	2 ACRES	10 – 20%
	100 FEET	1 ACRE	20 – 30%
	50 FEET	1/2 ACRE	> 30%
TRIANGLE FILTER DIKE	100 FEET	1/2 ACRE	< 30% SLOPE
	50 FEET	1/4 ACRE	> 30% SLOPE
ROCK BERM *, **	500 FEET	< 5 ACRES	0 – 10%

* FOR ROCK BERM DESIGN WHERE PARAMETERS ARE OTHER THAN STATED, DRAINAGE AREA CALCULATIONS AND ROCK BERM DESIGN MUST BE SUBMITTED FOR REVIEW.

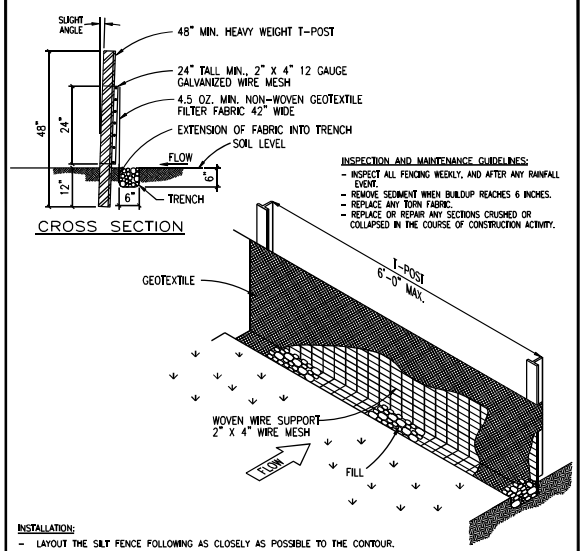
** HIGH SERVICE ROCK BERMS MAY BE REQUIRED IN AREAS OF ENVIRONMENTAL SIGNIFICANCE AS DETERMINED BY THE CITY OF GEORGETOWN.

	TEMPORARY EROSION AND SEDIMENTATION CONTROL GUIDELINES	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	
		SCALE: NTS; DESIGNED BY: KPA; DRAWN BY: COGT; DATE: 8/2024	DRAWING NUMBER: EC01.1

NOTE: THIS SECTION IS INTENDED TO ASSIST THOSE PERSONS PREPARING WATER POLLUTION ABATEMENT PLANS (WPAP) OR STORM WATER POLLUTION PREVENTION PLANS (SW3P) THAT COMPLY WITH FEDERAL, STATE AND/OR LOCAL STORM WATER REGULATIONS.

1. THE CONTRACTOR TO INSTALL AND MAINTAIN EROSION/SEDIMENTATION CONTROLS AND TREE/NATURAL AREA PROTECTIVE FENCING PRIOR TO ANY SITE PREPARATION WORK (CLEARING, GRUBBING, GRADING, OR EXCAVATION). CONTRACTOR TO REMOVE EROSION/SEDIMENTATION CONTROLS AT THE COMPLETION OF PROJECT AND GRASS RESTORATION.
2. ALL PROJECTS WITHIN THE RECHARGE ZONE OF THE EDWARD'S AQUIFER SHALL SUBMIT A BEST MANAGEMENT PRACTICES AND WATER POLLUTION AND ABATEMENT PLAN TO THE TCEQ FOR APPROVAL PRIOR TO ANY CONSTRUCTION.
3. THE PLACEMENT OF EROSION/SEDIMENTATION CONTROLS TO BE IN ACCORDANCE WITH THE APPROVED EROSION AND SEDIMENTATION CONTROL PLAN AND WATER POLLUTION ABATEMENT PLAN. DEVIATIONS FROM THE APPROVED PLAN MUST BE SUBMITTED TO AND APPROVED BY THE OWNER'S REPRESENTATIVE.
4. ALL PLANTING SHALL BE DONE BETWEEN MAY 1 AND SEPTEMBER 15 EXCEPT AS SPECIFICALLY AUTHORIZED IN WRITING. IF PLANTING IS AUTHORIZED TO BE DONE OUTSIDE THE DATES SPECIFIED, THE SEED SHALL BE PLANTED WITH THE ADDITION OF WINTER FESCUE (KENTUCKY 31) AT A RATE OF 100lb/ACRE. GRASS SHALL BE COMMON BERMUDA GRASS, HULLED, MINIMUM 82% PURE LIVE SEED. ALL GRASS SEED SHALL BE FREE FROM NOXIOUS WEED, GRADE "A" RECENT CROP, RECLEANED AND TREATED WITH APPROPRIATE FUNGICIDE AT TIME OF MIXING. SEED SHALL BE FURNISHED IN SEALED, STANDARD CONTAINERS WITH DEALER'S GUARANTEED ANALYSIS.
5. ALL DISTURBED AREAS TO BE RESTORED AS NOTED IN THE WATER POLLUTION ABATEMENT PLAN.
6. THE PLANTED AREA TO BE IRRIGATED OR SPRINKLED IN A MANNER THAT WILL NOT ERODE THE TOPSOIL, BUT WILL SUFFICIENTLY SOAK THE SOIL TO A DEPTH OF FOUR (4) INCHES. THE IRRIGATION TO OCCUR AT 10-DAY INTERVALS DURING THE FIRST TWO MONTHS TO INSURE GERMINATION AND ESTABLISHMENT OF THE GRASS . RAINFALL OCCURRENCES OF 1/2 INCH OR GREATER TO POSTPONE THE WATERING SCHEDULE ONE WEEK.
7. RESTORATION TO BE ACCEPTABLE WHEN THE GRASS HAS GROWN AT LEAST 1-1/2 INCHES HIGH WITH 95% COVERAGE, PROVIDED NO BARE SPOTS LARGER THAN 25 SQUARE FEET EXIST.
8. A MINIMUM OF FOUR (4) INCHES OF TOPSOIL TO BE PLACED IN ALL AREAS DISTURBED BY CONSTRUCTION.
9. THE CONTRACTOR TO HYDROMULCH OR SOD (AS SHOWN ON PLANS) ALL EXPOSED CUTS AND FILLS UPON COMPLETION OF CONSTRUCTION.
10. EROSION AND SEDIMENTATION CONTROLS TO BE INSTALLED OR MAINTAINED IN A MANNER WHICH DOES NOT RESULT IN SOIL BUILDUP WITHIN TREE DRIPLINE.
11. TO AVOID SOIL COMPACTION, CONTRACTOR SHALL NOT ALLOW VEHICULAR TRAFFIC, PARKING, OR STORAGE OF EQUIPMENT OR MATERIALS IN THE TREE DRIPLINE AREAS.
12. WHERE A FENCE IS CLOSER THAN FOUR (4) FEET TO A TREE TRUNK, PROTECT THE TRUNK WITH STRAPPED-ON PLANKING TO A HEIGHT OF EIGHT (8) FEET (OR TO THE LIMITS OF LOWER BRANCHING) IN ADDITION TO THE FENCING.
13. TREES TO BE REMOVED IN A MANNER WHICH DOES NOT IMPACT TREES TO BE PRESERVED.
14. ANY ROOT EXPOSED BY CONSTRUCTION ACTIVITY TO BE PRUNED FLUSH WITH THE SOIL. BACKFILL ROOT AREAS WITH GOOD QUALITY TOPSOIL AS SOON AS POSSIBLE. IF EXPOSED ROOT AREAS ARE NOT BACKFILLED WITHIN TWO DAYS, COVER THEM WITH ORGANIC MATERIAL IN A MANNER WHICH REDUCES SOIL TEMPERATURE AND MINIMIZES WATER LOSS DUE TO EVAPORATION.
15. CONTRACTOR TO PRUNE VEGETATION TO PROVIDE CLEARANCE FOR STRUCTURES, VEHICULAR TRAFFIC, AND EQUIPMENT BEFORE DAMAGE OCCURS (RIPPING OF BRANCHES, ETC.). ALL FINISHED PRUNING TO BE DONE ACCORDING TO RECOGNIZED, APPROVED STANDARDS OF THE INDUSTRY (REFERENCE THE "NATIONAL ARBORIST ASSOCIATION PRUNING STANDARDS FOR SHADE TREES").
16. THE CONTRACTOR IS TO INSPECT THE CONTROLS AT WEEKLY INTERVALS AND AFTER EVERY RAINFALL EXCEEDING 1/4 INCH TO VERIFY THAT THEY HAVE NOT BEEN SIGNIFICANTLY DISTURBED. ANY ACCUMULATED SEDIMENT AFTER A SIGNIFICANT RAINFALL TO BE REMOVED AND PLACED IN THE OWNER DESIGNATED SPOIL DISPOSAL SITE. THE CONTRACTOR TO CONDUCT PERIODIC INSPECTIONS OF ALL EROSION/SEDIMENTATION CONTROLS AND TO MAKE ANY REPAIRS OR MODIFICATIONS NECESSARY TO ASSURE CONTINUED EFFECTIVE OPERATION OF EACH DEVICE.
17. WHERE THERE IS TO BE AN APPROVED GRADE CHANGE, IMPERMEABLE PAVING SURFACE, TREE WELL, OR OTHER SUCH SITE DEVELOPMENT IMMEDIATELY ADJACENT TO A PROTECTED TREE, ERECT THE FENCE APPROXIMATELY TWO TO FOUR FEET (2'-4") BEHIND THE AREA IN QUESTION.
18. NO ABOVE AND/OR BELOW GROUND TEMPORARY FUEL STORAGE FACILITIES TO BE STORED ON THE PROJECT SITE.
19. IF EROSION AND SEDIMENTATION CONTROL SYSTEMS ARE EXISTING FROM PRIOR CONTRACTS, OWNER'S REPRESENTATIVE AND THE CONTRACTOR TO EXAMINE THE EXISTING EROSION AND SEDIMENTATION CONTROL SYSTEMS FOR DAMAGE PRIOR TO CONSTRUCTION. ANY DAMAGE TO PREEXISTING EROSION AND SEDIMENTATION CONTROLS NOTED TO BE REPAIRED AT OWNERS EXPENSE.
20. INTENTIONAL RELEASE OF VEHICLE OR EQUIPMENT FLUIDS ONTO THE GROUND IS NOT ALLOWED. CONTAMINATED SOIL RESULTING FROM ACCIDENTAL SPILL TO BE REMOVED AND DISPOSED OF PROPERLY.

	EROSION AND SEDIMENTATION AND TREE PROTECTION NOTES	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	
		SCALE: NTS; DESIGNED BY: KPA; DRAWN BY: COGT; DATE: 8/2024	DRAWING NUMBER: EC01.2



CROSS SECTION

INSPECTION AND MAINTENANCE GUIDELINES:
- INSPECT ALL FENCING WEEKLY, AND AFTER ANY RAINFALL EVENT.
- REMOVE SEDIMENT WHEN BUILDUP REACHES 6 INCHES.
- REPLACE ANY TORN FABRIC.
- REPLACE OR REPAIR ANY SECTIONS CRUSHED OR COLLAPSED IN THE COURSE OF CONSTRUCTION ACTIVITY.

INSTALLATION:
- LAYOUT THE SILT FENCE FOLLOWING AS CLOSELY AS POSSIBLE TO THE CONTOUR.
- CLEAR THE GROUND OF DEBRIS, ROCKS, PLANTS (INCLUDING GRASSES TALLER THAN 2") TO PROVIDE A SMOOTH FLOW APPROACH SURFACE. EXCAVATE 6" DEEP X 6" WIDE TRENCH ON UPSTREAM SIDE OF FACE PER PLANS.
- DRIVE THE HEAVY DUTY T-POST AT LEAST 12 INCHES INTO THE GROUND AND AT A SLIGHT ANGLE TOWARDS THE FLOW.
- ATTACH THE 2" X 4" 12 GAUGE WELDED WIRE MESH TO THE T-POST WITH 11 1/2 GAUGE GALVANIZED T-POST CLIPS. THE TOP OF THE WIRE TO BE 24" ABOVE GROUND LEVEL. THE WELDED WIRE MESH TO BE OVERLAPPED 6" AND TIED AT LEAST 6 TIMES WITH HOG RINGS.
- THE SILT FENCE TO BE INSTALLED WITH A SKIRT A MINIMUM OF 6" WIDE PLACED ON THE UPHILL SIDE OF THE FENCE INSIDE EXCAVATED TRENCH. THE FABRIC TO OVERLAP THE TOP OF THE WIRE BY 1".
- ANCHOR THE SILT FENCE BY BACKFILLING WITH EXCAVATED DIRT AND ROCKS (NOT LARGER THAN 2").
- GEOTEXTILE SPLICES SHOULD BE A MINIMUM OF 18" WIDE ATTACHED IN AT LEAST 6 PLACES. SPLICES IN CONCENTRATED FLOW AREAS WILL NOT BE ACCEPTED.
- SILT FENCE SHALL BE REMOVED WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.

	SILT FENCE DETAIL	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	
		SCALE: NTS; DESIGNED BY: KPA; DRAWN BY: COGT; DATE: 8/2024	DRAWING NUMBER: EC02

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DESIGNED BY Alvin R. Sutton III, P.E.
APPROVED BY
DATE 07/01/2025

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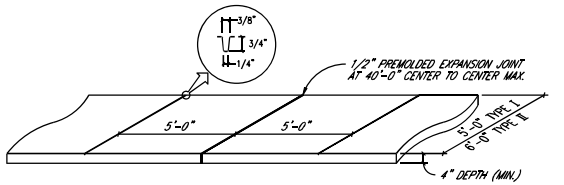
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CONSULTING ENGINEERS
GEORGETOWN, TEXAS 78626

WILLIAMSON COUNTY, TEXAS
LAKE CREEK TRAIL - BRIDGE REPAIR

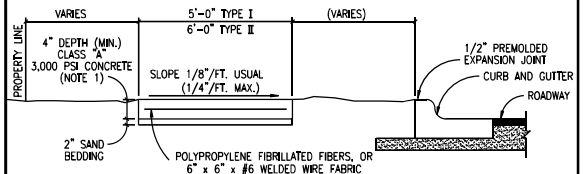
DETAIL SHEETS
DETAIL-01

SHEET NO. **D-01** OF **06** SHEETS

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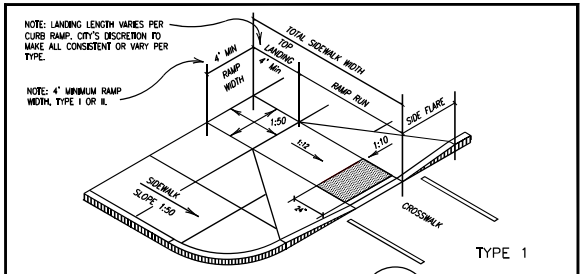
TYPE I – AS REQUIRED FOR SINGLE FAMILY, DUPLEXES AND TOWNHOUSES, TRIPLEXES AND QUADRAPLEXES.
TYPE II – AS REQUIRED FOR MULTI-FAMILY, OTHER NON-RESIDENTIAL USES AND PARKING LOTS/STRUCTURES.
ALL THOROUGHFARES (COLLECTOR AND ABOVE) REQUIRE TYPE II.

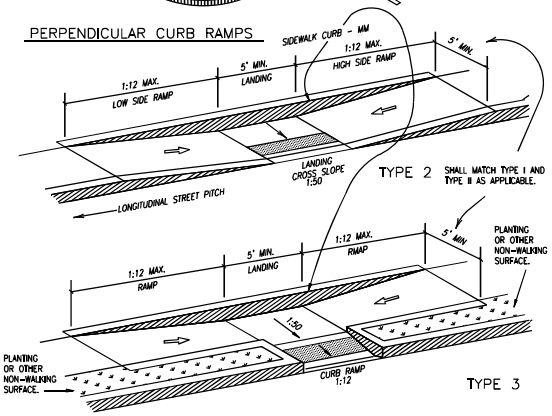


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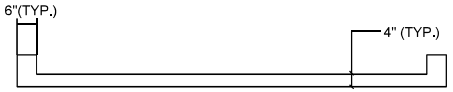
1. STANDARD LOCATION OF SIDEWALK SHALL BE IN CONFORMANCE WITH THE UDC.
2. SIDEWALK SHALL CONFORM TO CURRENT TDLR/TAS STANDARDS.
3. ALL SIDEWALKS SHALL BE SUBMITTED AND APPROVED BY THE REGISTERED ACCESSIBILITY SPECIALIST (RAS) AND ENGINEER OF RECORD.
4. ANY VARIANCE IN TEXTURE, GRADE OR ALIGNMENT SHALL BE APPROVED BY THE REGISTERED ACCESSIBILITY SPECIALIST (RAS) AND BY THE CITY ENGINEER.
5. SLIP DOWEL SHALL BE INSTALLED AT EVERY LONGITUDINAL EXPANSION JOINT (UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER DURING ENGINEERING PLAN REVIEW PRIOR TO FINAL DESIGN).

		THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.
	SIDEWALK SECTION AND JOINT DETAIL	DOT: NTS; REVISED: 8/2024; DESIGNED: KPA; CHECKED: COST; STANDARD NUMBER: SD14

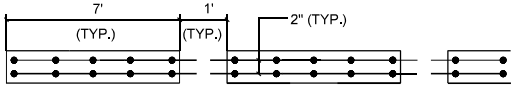




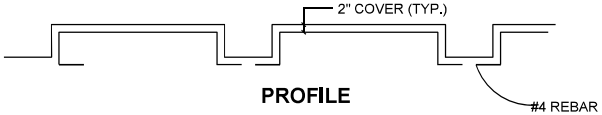
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	SIDEWALK RAMP DETAILS TYPE 1-3	DOT: NTS; REVISED: 8/2024; DESIGNED: KPA; CHECKED: COST; STANDARD NUMBER: SD30



SIDEWALK WITH SAWTOOTH CURB
CROSS SECTION
NOT TO SCALE



PLAN



PROFILE

SAWTOOTH CURB DETAIL
NOT TO SCALE

BID SET

NO.	DATE	REVISION	BY

© 2025 Kasberg, Patrick & Associates, LP
KPA Firm Registration Number F-510

Plot Date: 7/1/2025 8:16:59 AM
Plotted By: AJACOB

PROJECT NO. 2024-180
DRAWN BY Aneena Jacob
DESIGNED BY Alvin R. Sutton III, P.E.
APPROVED BY
DATE 07/01/2025

STATE OF TEXAS · ALVIN R. SUTTON, III · 98530 · LICENSED · PROFESSIONAL ENGINEER

KPA

KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
GEORGETOWN, TEXAS 78626

WILLAMSON COUNTY, TEXAS
LAKE CREEK TRAIL - BRIDGE REPAIR

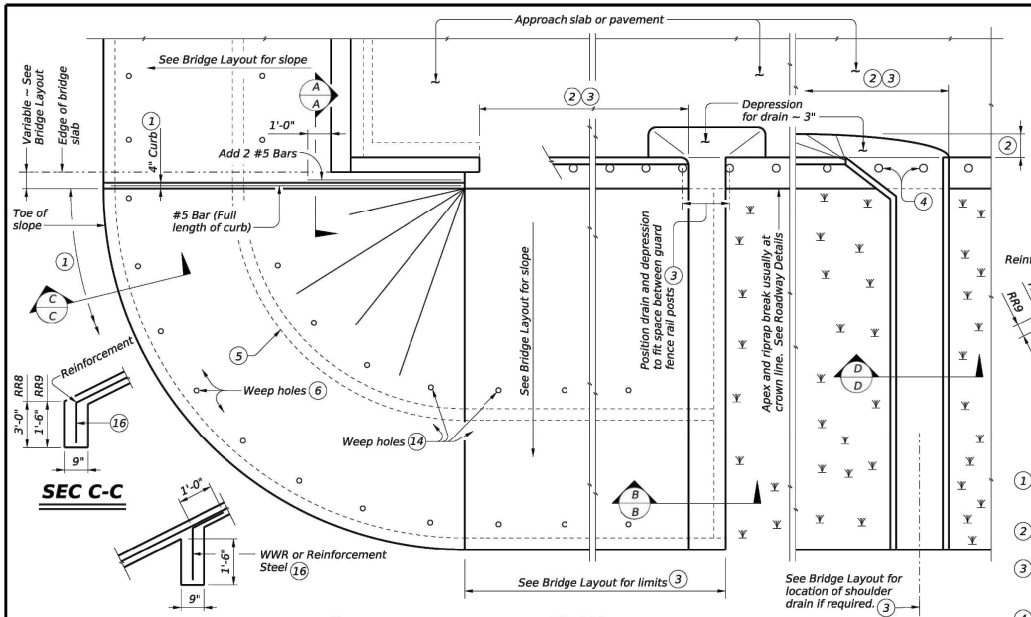
DETAIL SHEETS
DETAIL-02

SHEET NO.
D-02 OF
06 SHEETS

FILE: P:\Williamson County\2024\24-180 LAKE CREEK TRAIL-BRIDGE REPAIR\CAD\Plans\DETAILS - MISC\D-03 TXDOT- CONCRETE RIPRAP.dwg LAST SAVED: 3/12/2026 3:59:24 PM LAYOUT: DETAIL-02

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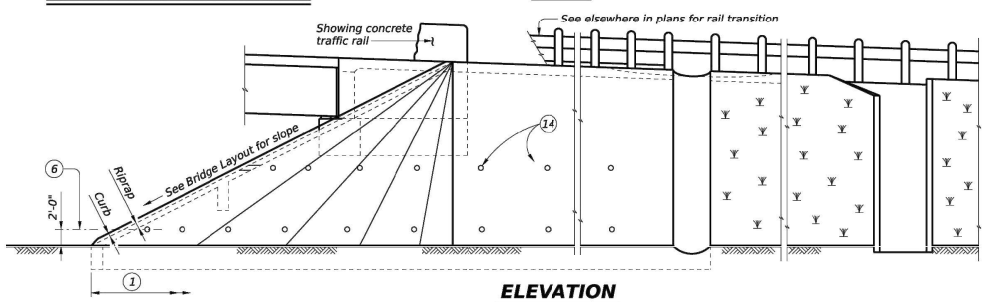
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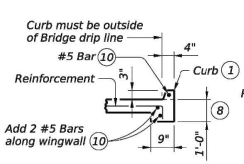
SEC C-C

INTERMEDIATE TOEWALL (5)

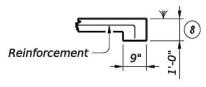
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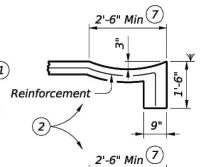
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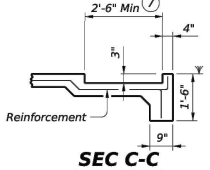


SEC A-A

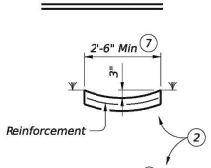


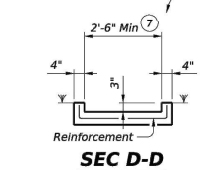
SEC B-B
(No drain)



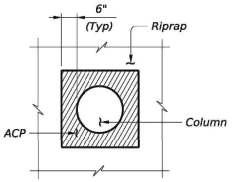


SEC C-C
(Shoulder drain integral with riprap)



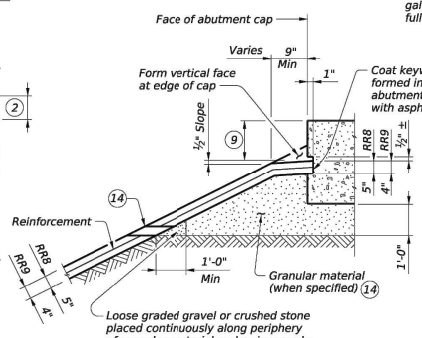


SEC D-D
(Shoulder drain)

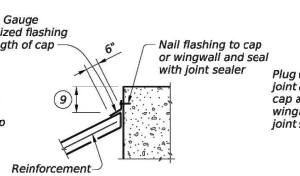


Riprap blockout to be filled with ACP. (Subsidiary to riprap)

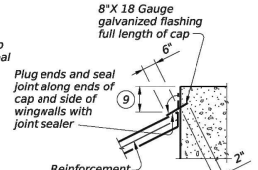
RIPRAP DETAIL AT COLUMNS
(As directed by the Engineer)



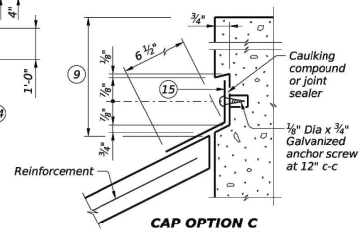
SHOWING KEYWAY OPTION



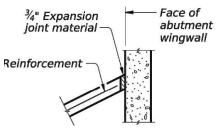
CAP OPTION A



CAP OPTION B

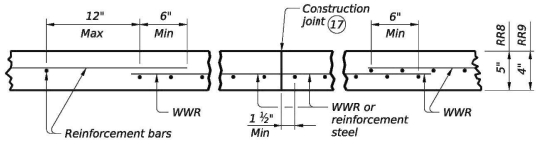


CAP OPTION C



SECT THRU RIPRAP AT WINGWALL (12)

SECTIONS THRU RIPRAP AT CAP (11)



REINFORCEMENT DETAILS (13)

See General Notes for optional synthetic fiber reinforcement.

1. When riprap is shown extended around header on layout, extend slab and toewall as shown and eliminate 4" curb.
2. Limits and configuration of drains and depressions are as shown elsewhere in plans or as directed by the Engineer.
3. Location of shoulder drain must consider limitations imposed by rail transition. Do not locate shoulder drains at expansion joints between approach slab and concrete pavement.
4. See details elsewhere in plans for installation of guard fence posts through concrete riprap.
5. Provide intermediate toewall only when designated elsewhere in the plans or included in the specifications.
6. Provide lower level of 2" Dia weep holes at 10' c-c backed by 1 CF packet of gravel and galvanized hardware cloth at all locations unless directed by the Engineer to eliminate.
7. Use wider or other drain configurations if shown elsewhere in plans or if directed by the Engineer.
8. Wall extension may be reduced or modified if approved by the Engineer. Increase wall extension to 1'-6" whenever the optional intermediate toewall is called for in the plans.
9. Top of cap to top of riprap dimension varies as directed by the Engineer. Should be 9" Min for beam/slab type bridges and 1'-6" for slab span, box beam, or slab beam bridges.
10. #5 bars shown are required even when synthetic fiber reinforcing option is selected.
11. Provide sealing option for joint between the face of cap and riprap as designated by the Engineer or as shown elsewhere on plans.
12. Flashing (shown in Cap Option A) may be used at wingwall in addition to expansion joint material if shown on plans or directed by the Engineer.
13. Provide #3 reinforcing bars at 18" Spa c-c. Provide welded wire reinforcement (WWR) as 6x6-D2.9xD2.9 or D3xD3. Combinations of WWR and reinforcing bars may be used if both are permitted. Use lap splices of a minimum 6 inches, measured from the transverse wire of WWR, and the ends of reinforcing bars.
14. If granular material is specified, provide upper level of 2" Dia weep holes at 10' c-c backed by galvanized hardware cloth.
15. 8" x 18 Gage galvanized sheet metal.
16. Provide WWR or #3 bars, with 1'-0" extension into slope.
17. WWR or reinforcing steel is continuous through riprap construction joints. Provide WWR or reinforcing steel that extends 1'-1" minimum into adjacent riprap on each side of construction joint even if synthetic reinforcing fiber is utilized.

FOR CONTRACTOR'S INFORMATION ONLY:
5" of RR8 = 0.015 CY/SF
4" of RR9 = 0.012 CY/SF
#3 Reinf at 18" c-c = 0.501 Lbs/SF
6x6-D3xD3 = 0.408 Lbs/SF

GENERAL NOTES:

Provide Class "B" concrete ($f'c$ = 2,000 psi) unless noted elsewhere in plans.

Provide Grade 60 reinforcing steel.

Provide deformed welded wire reinforcement (WWR) meeting ASTM A1064, unless otherwise shown.

Provide reinforcing bars, deformed WWR, or any suitable combination of both types for riprap reinforcing, unless specified elsewhere in the plans.

Optionally synthetic fibers may be used if approved by the Engineer.

Provide synthetic fibers listed on the "Fibers for Concrete" Material Producer List (MPL) in lieu of steel reinforcing in riprap concrete.

Install construction joints or grooved joints extending the full slant slope height at intervals of approximately 20 feet unless otherwise directed by the Engineer.

Hardware cloth, loose grade stone behind weep holes, flashing, or other sealing material are subsidiary to the bid item "Riprap."

See Bridge Layout for limits of riprap.

RR8 is to be used on stream crossings.

RR9 is to be used on other embankments.

Texas Department of Transportation

Bridge Division Standard

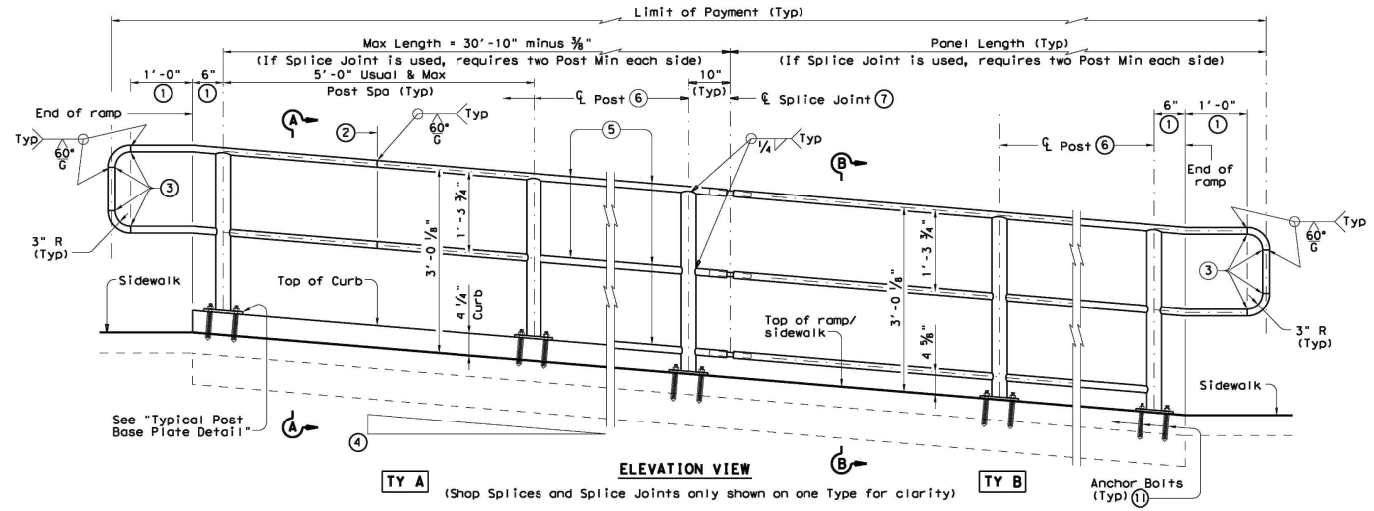
CONCRETE RIPRAP AND SHOULDER DRAINS
EMBANKMENTS AT BRIDGE ENDS (TYPES RR8 & RR9)

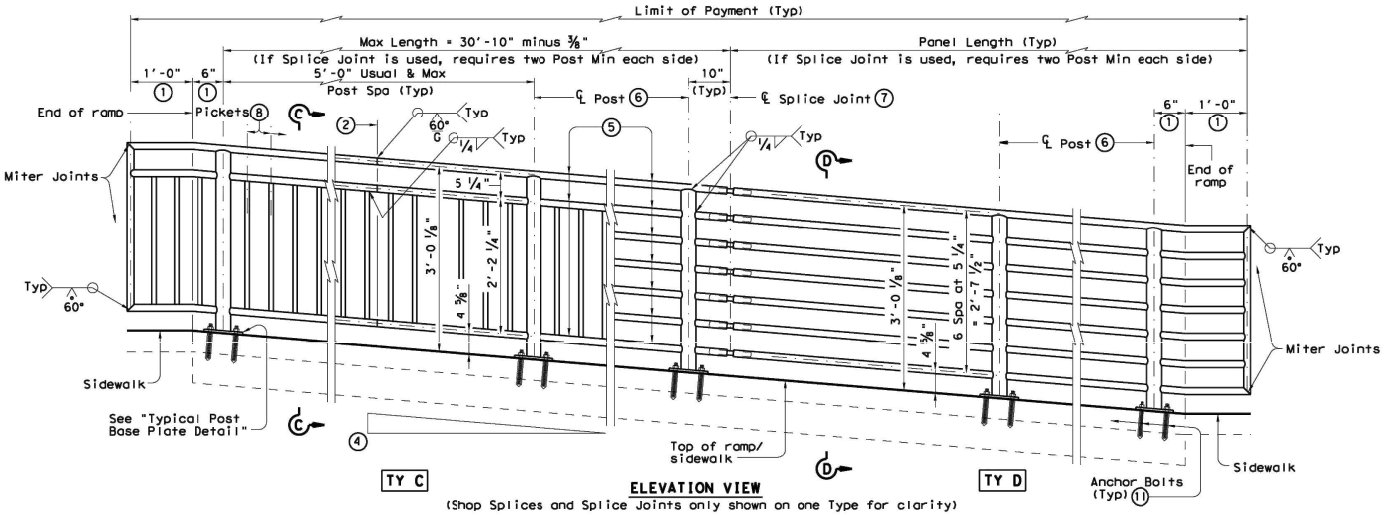
CRR

FILE: MS-CRR-24.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT October 2024	CONT	SECT	JOB	HIGHWAY
REVISIONS				
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				D-03

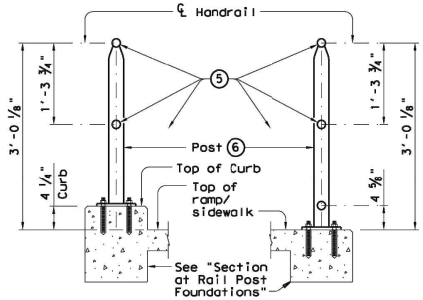
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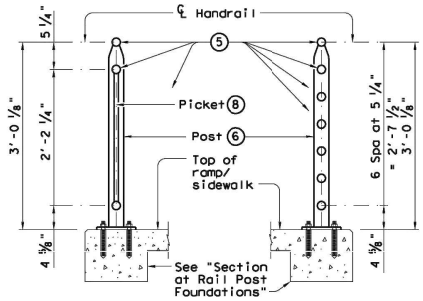


RECOMMENDED USAGE ⑨⑩	
Dropoff Height/ Condition	Recommended Rail Options
<30" dropoff	TY A, TY B, TY C, or TY D
≥ 30" dropoff, or along Bike Path	TY E or TY F



SECTION A-A
(Showing Handrail **TY A**)

SECTION B-B
(Showing Handrail **TY B**)



SECTION C-C
(Showing Handrail **TY C**)

SECTION D-D
(Showing Handrail **TY D**)

1. Parallel to ground.
2. One shop splice per panel is permitted with minimum 85 percent penetration. The weld may be square groove or single vee groove. Grind smooth.
3. Shop splice is permitted with minimum 85 percent penetration. The weld may be square groove or single vee groove. Grind smooth.
4. See Ramp Details located elsewhere in plans for ramp slope and dimensions. Maximum ramp slope will not exceed 8.3 percent. Level landing required for each 30" rise if grade exceeds 5 percent.
5. 1 ½" Dia. Standard Pipe (1.900" O.D., 0.145" wall thickness). Parallel to ramp / sidewalk. Provide holes as needed in 1 ½" Dia. pipe for galvanizing drainage and venting.
6. 2 ½" Dia. Standard Pipe (2.875" O.D., 0.203" wall thickness). See "Post Mount Detail" for crimping and trimming post to fit Dia. of top rail. Provide holes as needed in post for galvanizing drainage and venting. Plumb all posts.
7. See "Handrail Fabrication Details" for Splice Joints.
8. ℄ 5/8" Dia. Round Bar equal spacing at 4 ½" Max. Plumb all pickets.
9. When needed for accessibility (grade > 5 percent) or as needed for pedestrian safety.
10. Not to be used on bridges.
11. See "General Notes" for anchor bolt information.

SHEET 1 OF 3

Texas Department of Transportation — Design Division Standard

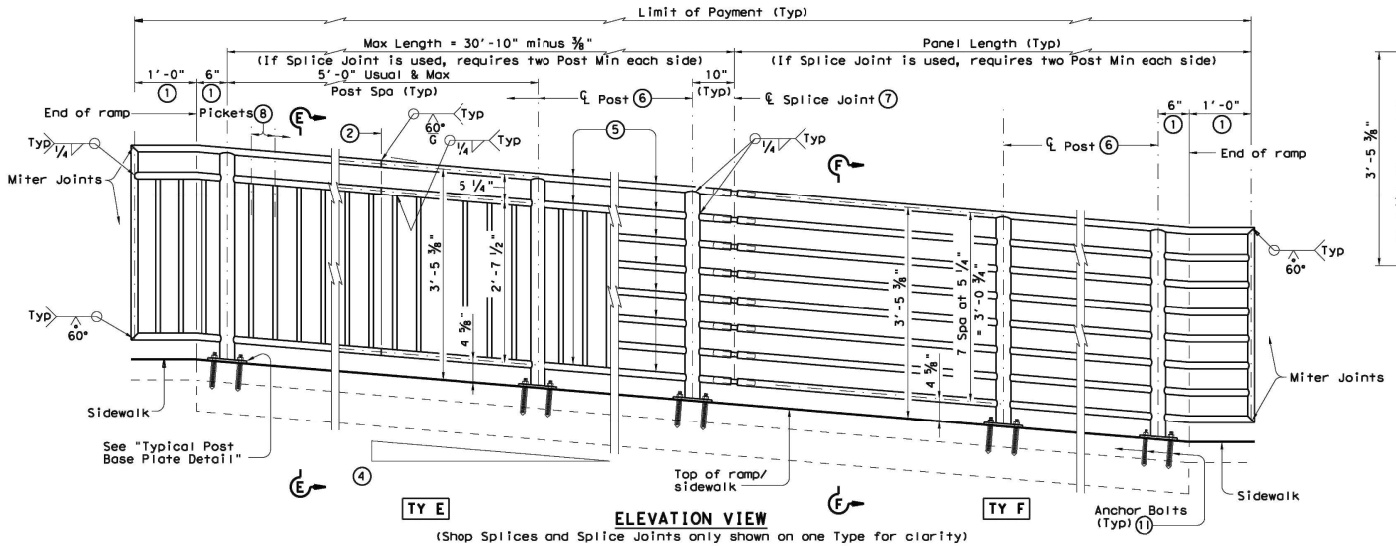
PEDESTRIAN HANDRAIL DETAILS

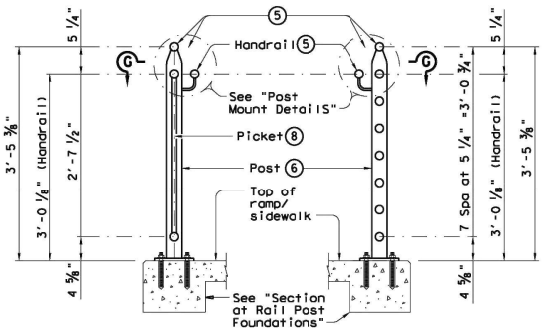
PRD-13

FILE: prd13.dgn	DN: TxDOT	CK: AM	DW: JTR	CK: CGL
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REVISIONS REVISED MAY, 2013 (VP)	DIST	COUNTY		SHEET NO. D-04

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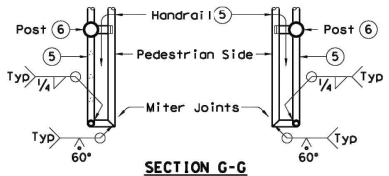
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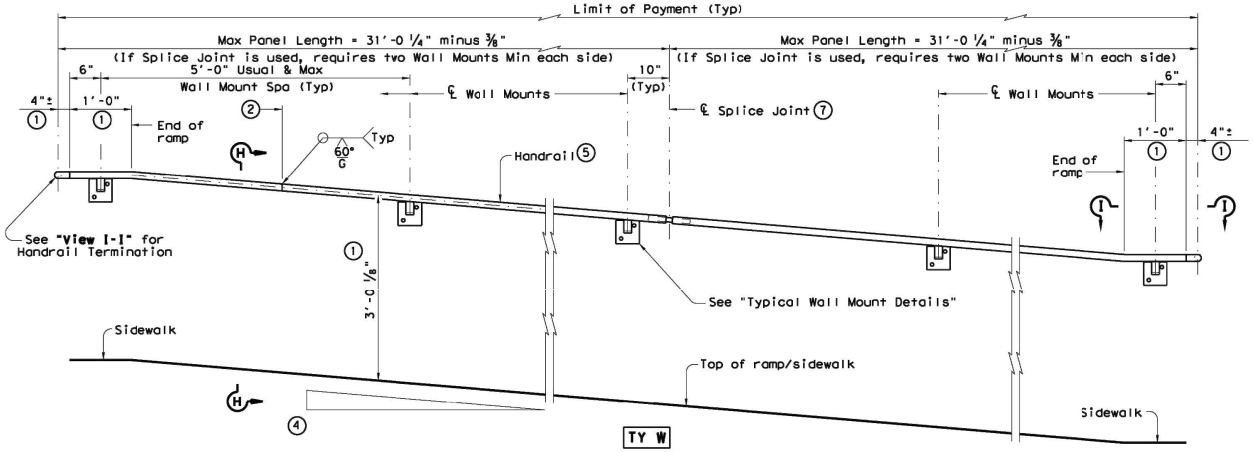


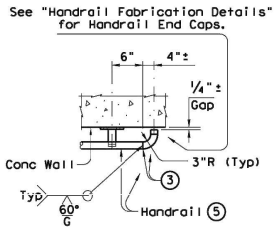
SECTION E-E (Showing Handrail TY E)

SECTION F-F (Showing Handrail TY F)

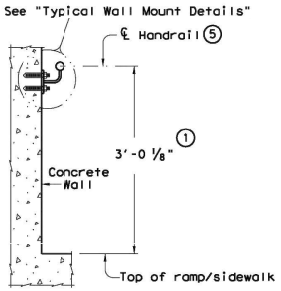


SECTION G-G
(Showing Handrail Termination)





VIEW I-I
(Showing Handrail Termination)



SECTION H-H
(Showing Handrail TY W)

1. Parallel to ground.
2. One shop splice per panel is permitted with minimum 85 percent penetration. The weld may be square groove or single vee groove. Grind smooth.
3. Shop splice is permitted with minimum 85 percent penetration. The weld may be square groove or single vee groove. Grind smooth.
4. See Ramp Details located elsewhere in plans for ramp slope and dimensions. Maximum ramp slope will not exceed 8.3 percent. Level landing required for each 30" rise if grade exceeds 5 percent.
5. 1 ½" Dia. Standard Pipe (1.900" O.D., 0.145" wall thickness). Parallel to ramp / sidewalk. Provide holes as needed in 1 ½" Dia. pipe for galvanizing drainage and venting.
6. 2 ½" Dia. Standard Pipe (2.875" O.D., 0.203" wall thickness). See "Post Mount Detail" for crimping and trimming post to fit Dia. of top rail. Provide holes as needed in post for galvanizing drainage and venting. Plumb all posts.
7. See "Handrail Fabrication Details" for Splice Joints.
8. ℄ ⅝" Dia. Round Bar equal spacing at 4 ½" Max. Plumb all pickets.
11. See "General Notes" for anchor bolt information.

Texas Department of Transportation — Design Division Standard

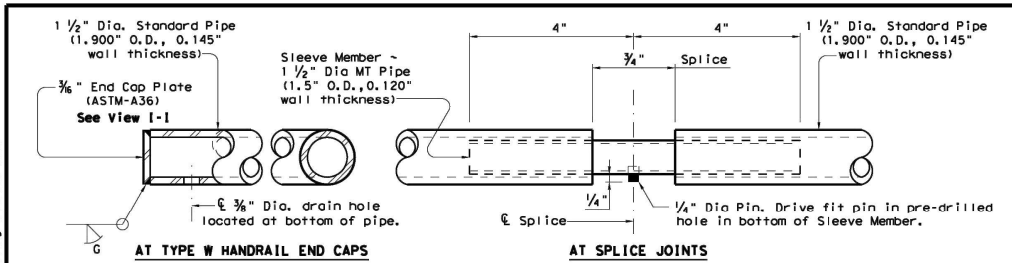
PEDESTRIAN HANDRAIL DETAILS

PRD-13

FILE: prd13.dgn	DN: TxDOT	CK: AM	DW: JTR	CK: CGL
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REVISIONS REVISED MAY, 2013 (VP)	DIST	COUNTY		SHEET NO. D-05

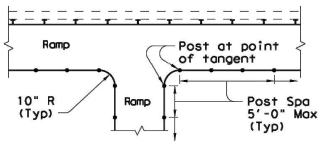
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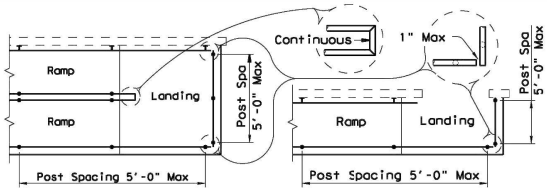


AT TYPE W HANDRAIL END CAPS

AT SPLICE JOINTS



RAMP INTERSECTION

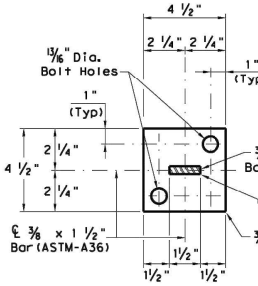


MULTI-LEVEL RAMP

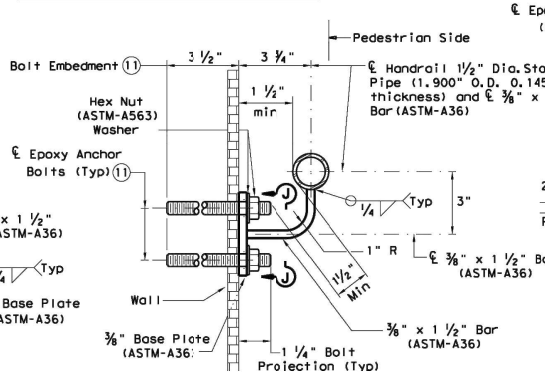
SINGLE-LEVEL RAMP

PLAN SHOWING RAIL AT RAMP CONDITIONS

HANDRAIL FABRICATION DETAILS

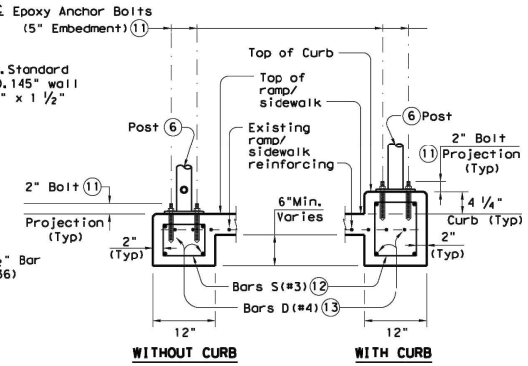


SECTION J-J
(Anchor Bolts not shown for clarity)



SECTION AT WALL MOUNT

TYPICAL WALL MOUNT DETAILS



WITHOUT CURB

WITH CURB

SECTION AT RAIL POST FOUNDATIONS

GENERAL NOTES

Designed according to ADAAG, Texas Accessibility Standards, Uniform Building Code, and AASHTO LRFD Specifications.

Handrail anchorage details shown on this standard may require modification for select structure types. See appropriate details elsewhere in plans for these modifications.

Pipe will conform to ASTM-A53 Grade B or A500 Grade B. Steel plates and steel bars will conform to ASTM-A36. Mechanical tubing (MT) will conform to ASTM A513 Grade 1015 or higher. Galvanize all steel components except reinforcing steel unless noted otherwise.

Concrete for foundations will be in accordance with Item 531 "Sidewalks". All reinforcing steel must be Grade 60. Bar laps, where required, will be as follows: Uncoated ~ #4 = 1'-5" Epoxy coated ~ #4 = 2'-1"

When the plans require painted steel, follow the requirements for painting galvanized steel in Item 446, "Cleaning and Painting Steel". Sleeve Members will receive galvanization and only get field painted after installation unless directed otherwise by Engineer.

Epoxy Anchor bolts for wall mount and post base plate will be ⅝" Dia. ASTM A36 threaded rods with one hex nut and one hardened steel washer at each bolt. ⅝" Dia. threaded rod embedment depth for wall mounts is 3 ½" and embedment depth for post base plate is 5".

Embed threaded rods into concrete with a Type III (Class C) epoxy meeting the requirements of DMS-6100, "Epoxies and Adhesives". Mix and dispense adhesive with the manufacturer's static mixing nozzle/dual cartridge system. Core drill holes (percussion drilling not permitted).

At the contractor's option the post base plate anchor bolts may be cast with the Ramp/Sidewalk (See Cast-in-Place Anchor Bolt Options).

Optional cast-in-place anchor bolts will be ⅝" Dia ASTM A307 Grade A bolts (or A36 threaded rods with one tack welded hex nut each) with one hex nut and one hardened steel washer at each bolt. Embedment depth of cast-in-place bolt will be 8" for post base plate.

Handrails and any wall or other surface adjacent to them will be free of any sharp or abrasive elements.

Submit shop drawings to the Engineer unless otherwise noted. For curved handrail applications, fabricate the handrail to the curve if radius is less than 600 ft. Shop drawings are required when rail is fabricated to the curve.

For all handrails, erection drawings will be submitted to the Engineer for approval to ensure proper installation.

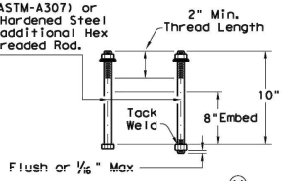
Drawings will show handrail mount locations with bolts setting, spacing, ramp slope, and/or splice joint locations, and handrail lengths with identification showing where each handrail goes on the layout.

Payment for concrete sidewalks or curb ramps will be paid for in accordance with Item 531 "Sidewalks".

Payment for all items shown is to be included in unit price bid in accordance with Item 450 "Railing" of the type specified.

All exposed edges will be rounded or chamfered to approximately 1/16" by grinding.

℄ ⅝" Dia. Hex Head Anchor Bolt (ASTM-A307) or Threaded Rod (ASTM-A36) with one Hardened Steel Washer placed under Hex Nut. One additional Hex Nut will be furnished for each Threaded Rod.



(11) CAST-IN-PLACE ANCHOR BOLT OPTIONS
(Used for Post Base Plate only)

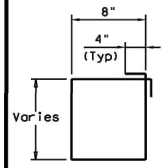
(5) 1 ½" Dia. Standard Pipe (1.900" O.D., 0.145" wall thickness). Parallel to ramp/sidewalk. Provide holes as needed in 1 ½" Dia. pipe for galvanizing drainage and venting.

(6) 2 ½" Dia. Standard Pipe (2.875" O.D., 0.203" wall thickness). Plumb all posts. See "Post Mount Detail" for crimping and trimming post to fit the diamenter of top rail. Provide holes as needed in post for galvanizing drainage and venting.

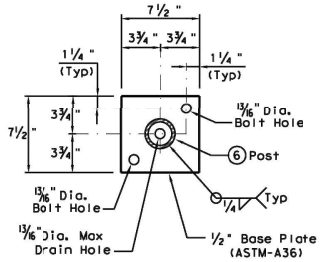
(11) See "General Notes" for anchor bolt information.

(12) Bars S(#3) spaced at 12" Max (Spaced 3" from outside edge of overall length of Ramp/Sidewalk).

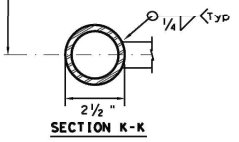
(13) Provide 1 ½" end cover to Bars D(#4) from outside edge of overall length of Ramp/Sidewalk.



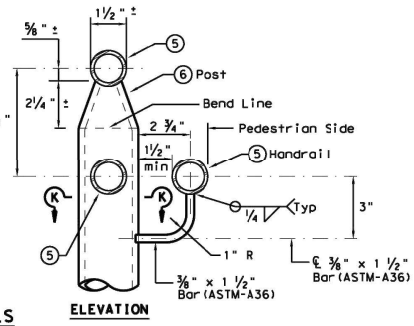
BARS S (#3)



TYPICAL POST BASE PLATE DETAIL



SECTION K-K



ELEVATION

POST MOUNT DETAILS

SHEET 3 OF 3

Texas Department of Transportation — Design Division Standard

PEDESTRIAN HANDRAIL DETAILS

PRD-13

FILE: prd13.dgn	DN: TxDOT	CK: AM	DW: JTR	CK: CGL
©TxDOT December 2006	CONT	SECT	JOB	HIGHWAY
REVISIONS REVISED MAY, 2013 (VP)	DIST	COUNTY		SHEET NO. D-06

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:
2025-1350321

Date Filed:
08/14/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
J. T. Vaughn Construction LLC
Houston, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Coop Contract #OMNIA R200107
Construction Services for Lake Creek Trail - Bridge Repair

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Vaughn, J. Thomas	Houston, TX United States	X	
Vaughn, William F.	Houston, TX United States	X	
Vaughn, Michael W.	Houston, TX United States	X	
Simpson, Michael W.	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in Harris County County, State of Texas, on the 14th day of August (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:
2025-1350321

Date Filed:
08/14/2025

Date Acknowledged:
08/15/2025

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

J. T. Vaughn Construction LLC
Houston, TX United States

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

Williamson County, Texas

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

Coop Contract #OMNIA R200107
Construction Services for Lake Creek Trail - Bridge Repair

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Vaughn, J. Thomas	Houston, TX United States	X	
Vaughn, William F.	Houston, TX United States	X	
Vaughn, Michael W.	Houston, TX United States	X	
Simpson, Michael W.	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is _____, _____, _____, _____, _____.
(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 **46.**

Meeting Date: 08/26/2025

Jail North Generator Upgrade - PSA Amendment No 1

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 Amendment No. 1 to the Professional Services Agreement for Design & Engineering Services between Williamson County and Ramirez-Simon Engineering, LLC relating to the Jail North Generator Upgrade.

Background

Amendment No. 1 to the Professional Services Agreement for Design & Engineering Services between Williamson County and Ramirez-Simon Engineering, LLC has been made to amend the language relating to "Exhibit C - Production Schedule." Time increased to June 11, 2027, with no increase in price.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Jail North Generator Upgrade PSA-A

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/15/2025 03:56 PM
Form Started By: Gretchen Glenn		Started On: 08/15/2025 08:46 AM
Final Approval Date: 08/15/2025		

AMENDMENT NO. 1
TO
AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **Jail North Generator Upgrade - Design** ("Project")

ARCHITECT / ENGINEER: **Ramirez-Simon Engineering, LLC** ("A/E")
Steven Simon, PE, Principal
1 Chisolm Trail, Suite 450
Round Rock, Texas 78681

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

THIS AMENDMENT NO. 1 to **Agreement for Design and Engineering Services** ("Amendment No. 1") is 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 that certain **Agreement for Design and Engineering Services** ("Agreement") being dated effective **January 31, 2024**, wherein A/E agreed to perform certain professional design and engineering services in connection with the Project;

WHEREAS, pursuant to **Article 20**, the terms of the Agreement may be modified by a written, fully-executed Contract Amendment;

WHEREAS, the parties wish to amend the language relating to **production schedule** under **Exhibit C** of the Agreement**;** and,

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

NOW, THEREFORE, premises considered, County and A/E agree that the Agreement is supplemented, modified and amended as follows:

I. Amendment to Exhibit C – Production Schedule

Exhibit #C – Production Schedule shall be amended and supplanted by the attached Exhibit #C which is incorporated herein by reference.

II. Terms of Agreement Control and Extent of Amendment No. 1

All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

III. IN WITNESS WHEREOF, County and A/E have executed this Amendment No. 1, in duplicate, to be effective as of the date of the last party's execution below.

A/E:
Ramirez-Simon Engineering, LLC

By: _____
Signature

Steven Simon
Printed Name

Principal
Title

Date Signed: 8/14/25

COUNTY:
Williamson County, Texas

By: _____

Printed Name

Title

Date Signed: _____

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within One Thousand Two Hundred Twenty-Seven **(1227) calendar** days from the date of this Agreement.

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

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

Agreement Execution Date	**01/31/24**
Phase I - SCHEMATIC DESIGN	
Preliminary Scope and Budget analysis deliverables	03/06/24
30% Plans, Specifications and Estimate deliverables	03/26/24
County written authorization to proceed to next phase	04/16/24
Phase III - CONSTRUCTION DOCUMENTS	
Site Development Plans application submittal to City	09/16/25
Complete Plans, Specifications and Estimate deliverables	09/16/25
County written authorization to proceed to next phase	09/30/25
Phase IV - REGULATORY REVIEW AND PERMITS	
Sealed Plans and Specifications and Estimate deliverables to County	10/14/25
Plans submittal to TDLR and Permit application submittal to City	10/21/25
Construction Permits received from City	11/04/25
Phase V - BIDDING, AWARD, AND EXECUTION	
Permitted Plans and Specifications and Estimate deliverables to County	11/11/25
County advertises project for Bid	12/02/25
Contract Award	01/16/26
Phase VI - CONSTRUCTION ADMINISTRATION	
Contractor Notice to Proceed	01/23/26

Construction Substantial Completion	04/13/27

Phase VII - PROJECT CLOSE-OUT & WARRANTY PERIOD

Record Documents deliverables	05/13/27

All services shall be complete on, or before: **06/11/27**

Commissioners Court - Regular Session **47.**

Meeting Date: 08/26/2025

Approval of the Design and Engineering Services Agreement with DBR Engineering Consultants, Inc. for for the Inner Loop Annex Dehumidification & Ballot Machines Facilities Management.

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFSQ #24RFSQ53 to DBR Engineering Consultants, Inc. for the Inner Loop Annex Dehumidification & Ballot Machines, in the amount of One Hundred Forty-Nine Thousand Five Hundred and No/100 Dollars ($149,500.00) and authorize execution of the agreement.

Background

DBR Engineering Consultants, Inc. is recommended for the award through RFSQ #24RFSQ53, which established a pre-qualified consultant pool to be contracted on an as-needed basis, on 06.18.24 agenda item no.16. DBR Engineering Consultants, Inc., is recommended for this project following a project specific evaluation of the firms from the 24RFSQ53 pool for this scope of work. This Agreement for Design Services between Williamson County and DBR Engineering Consultants, Inc. is for upgraded HVAC systems with de-humidification control and will create additional power to accommodate 300 ballot printers/scanners at the Inner Loop Annex located at 301 SE Inner Loop, Georgetown, TX 78626. Contract Audit and General Counsel reviewed. A detailed Scope of Work is attached. The funding source is 01.0100.1043.004100 and the point of contact is Gretchen Glenn.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Design & Engineering Services Agreement

Form_1295_DBR_Engineering_Consultants_Inc._Complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/20/2025 03:55 PM
Form Started By: Michelle McKinney		Started On: 08/15/2025 12:15 PM
Final Approval Date: 08/20/2025		

AGREEMENT FOR DESIGN & ENGINEERING SERVICES

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

R E C I T A L S

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

WHEREAS, County intends to **Upgrade HVAC systems with dehumidification control and create additional power to accommodate 300 ballot printers/scanners at the Inner Loop Annex**; and

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

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

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

ARTICLE 1
SCOPE OF AGREEMENT

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

ARTICLE 2
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

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

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

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

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

2.3.2
Americans with Disabilities Act (ADA)

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

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

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

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

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

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

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

ARTICLE 4
CHARACTER AND SCOPE OF SERVICES

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

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

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

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

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

ARTICLE 5
TIME FOR PERFORMANCE

5.1 Commencement.

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

5.2 Duration.

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

ARTICLE 6
COMPENSATION AND EXPENSES

6.1 Basic Fee.

For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **One Hundred Forty-Nine Thousand Five Hundred and No/100 Dollars ($ 149,500.00)** hereinafter called the "Basic Fee".

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

6.2 Expenses.

A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed to A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **One Thousand Four Hundred Ninety-Five and No/100 Dollars ($1,495.00)**.

ARTICLE 7
ADDITIONAL SERVICES AND CHARGES

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

A/E shall not, however, be compensated for work made necessary by A/E's negligent errors or omissions. In the event of any dispute over the classification of A/E's services as Basic or Additional Services under this Agreement, the decision of County shall be final and binding on A/E.

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

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

8.1 Time of Payment.

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

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

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

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

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

8.2 Prompt Payment Policy.

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

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

8.2.2
There is a bona fide dispute between A/E and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or

equipment delivered or the Basic Services performed which causes the payment to be late; or

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

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

ARTICLE 9
PROJECT TEAM

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

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

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

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

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

A/E shall have the right, from time to time, to change A/E's Designated Representative by giving County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by A/E under this Agreement, A/E's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an individual

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

ARTICLE 10
NOTICE

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

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

With copy to: Williamson County Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

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

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

Attention: Zac Morton PE, LEED AP
Partner

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

ARTICLE 11
PROGRESS EVALUATION

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

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

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

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

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

ARTICLE 12
CHANGES IN COMPLETED BASIC SERVICES

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

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

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

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

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

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

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

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

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

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

13.2 Revision to A/E Work Product.

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

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

13.3 Days.

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

13.4 County's Reliance on A/E.

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

ARTICLE 14
SUSPENSION

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

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

ARTICLE 15
VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

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

ARTICLE 16
TERMINATION

This Agreement may be terminated as set forth below.

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

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

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

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

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

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

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

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

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

ARTICLE 17
USE OF DOCUMENTS

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

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

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

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

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

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

ARTICLE 18
PERSONNEL, EQUIPMENT, AND MATERIAL

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

ARTICLE 19
SUBCONTRACTING

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

ARTICLE 20
MODIFICATIONS

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

ARTICLE 21
COMPLIANCE WITH LAWS

21.1 Compliance.

A/E shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the architecture and engineering professions, and in recognition of such standards, A/E shall comply with all applicable federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, minimum/ maximum salary and wage statutes and regulations, and licensing laws and regulations. A/E shall furnish County with satisfactory proof of its compliance.

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

21.2 Taxes.

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

ARTICLE 22
INDEMNIFICATION

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

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

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

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

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST COUNTY IN WHICH CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THIS AGREEMENT BY A/E OR ANY OF ITS EMPLOYEES OR

ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN COUNTY SHALL HAVE THE RIGHT TO JOIN A/E AT COUNTY'S COST. A/E SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT A/E, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
PROFESSIONAL'S RESPONSIBILITIES

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

ARTICLE 24
PROFESSIONAL'S SEAL

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

ARTICLE 25
INSURANCE

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

25.1 Coverage Limits.

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

25.1.1
Worker's Compensation in accordance with statutory requirements.

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

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

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

25.2 Certification of Coverage.

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

25.3 Additional Insureds; Waiver of Subrogation.

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

25.4 Certificate Holder.

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

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

25.5 Insurance Policy Endorsements.

Each insurance policy shall include the following conditions by endorsement to the policy:

25.5.1
County shall be notified ten (10) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail, and by email to:

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

25.5.2
The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

25.6 Notices by A/E.

A/E shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, A/E shall also notify County, within twenty-four (24) hours of receipt of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

25.7 Premiums and Deductible.

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

25.8 Insurance Company Rating.

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

25.9 No Arbitration.

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

25.10 Subcontractor/Subconsultant's Insurance.

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

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

25.11 Cost of Insurance.

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

ARTICLE 26
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. A/E may not assign, sublet, or transfer any interest in this Agreement, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 27
SEVERABILITY

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

ARTICLE 28
PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 29
A/E'S ACCOUNTING RECORDS

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

ARTICLE 30
GENERAL PROVISIONS

30.1 Time is of the Essence.
A/E understands and agrees that time is of the essence and that any failure of A/E to complete the Basic Services within the agreed Production Schedule set out in **Exhibit C** may constitute a material breach of this Agreement. A/E shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and A/E's standard of performance as defined herein. Where damage is caused to County due to A/E's negligent failure to perform, County may accordingly withhold, to the extent of such damage, A/E's payments hereunder without waiver of any of County's additional legal rights or remedies.

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

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

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

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

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

30.7 Reports of Accidents.

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

30.8 Gender, Number, and Headings.

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

30.9 Construction.

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

30.10 Independent Contractor Relationship.

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

30.11 No Waiver of Immunities.

Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter, to any extent whatsoever, the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

30.12 Texas Public Information Act.

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

30.13 Governing Terms and Conditions.

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

30.14 Appropriation of Funds by County.

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. A/E understands and agrees that County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement. It is further understood and agreed by A/E that County shall have the right to terminate this Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may affect such termination by giving written notice of termination to A/E.

ARTICLE 31
DISPUTE RESOLUTION

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

ARTICLE 32
EQUAL OPPORTUNITY IN EMPLOYMENT

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

ARTICLE 33
MERGER

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

ARTICLE 34
PUBLIC CONTACT

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

ARTICLE 35
A/E's REPRESENTATIONS

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

ARTICLE 36
CONFIDENTIALITY OF SECURED FACILITIES

To the extent the services hereunder relate to a secured facility or a critical infrastructure type facility of the County ("Secured Facility"), A/E must ensure that information relating all areas of the Secured Facility must not be disclosed to third parties. A/E expressly agrees that its employees, agents, or any other person or entity under contract with A/E including, without limitation, A/E's subconsultants, or any other entity over which A/E exercises control will not use any information relating to the Secured Facility that may be obtained while providing services hereunder for any purpose other than for what is necessary to perform the required services. A/E agrees to use the same degree of care as it uses to protect the confidentiality of its own confidential information, but no less than reasonable precautions to maintain confidentiality with respect to the Secured Facility, and to prevent disclosure thereof to persons other than its employees, agents, any other person or entity under contract with A/E including, without limitation, A/E's subconsultants, or any other entity over which A/E exercises control who need access to information regarding the Secured Facility to carry out their obligations under this Agreement. A/E agrees that A/E and its employees, agents, any other person or entity under contract with A/E including, without limitation, A/E's subconsultants, or any other entity over which A/E exercises

control will not enter any unauthorized areas of the Secured Facility and will not disclose any information to unauthorized third parties and will take care to guard the security of the information at all times. A/E agrees that all of its employees, agents, any other person or entity under contract with A/E including, without limitation, A/E's subconsultants, or any other entity over which A/E exercises control shall be subject to background checks and that the County will perform checks. County shall retain the right to deny right of entry to the Secured Facility to anyone.

ARTICLE 37
SIGNATORY WARRANTY

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

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

A/E:
DBR Engineering Consultants, Inc.

By: _____
Signature

Zac Morton PE, LEED AP
Printed Name

Partner
Title

Date Signed: August 14, 2025

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

EXHIBIT A

SCOPE OF BASIC SERVICES

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

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

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

GENERAL REQUIREMENTS

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

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

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

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

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

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

project Construction Administration Phase through the Close-out Phase.

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

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

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

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

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

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

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

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

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

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

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

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

SCOPE OF WORK:

Inner Loop Annex
301 SE Inner Loop
4100.1043

Project to consist of engineering services for upgrades to the HVAC system at Williamson County's Inner Loop Annex (ILA). The project includes evaluation and replacement of up to nineteen rooftop units with new equipment provided with dehumidification control, evaluation and possible replacement of the existing dedicated outdoor air unit, and the addition of power and HVAC for 300 ballot printer/scanners. Evaluation to include analyzing whether the best course of action is to retain the configuration with the makeup air unit or utilize each rooftop unit for providing outdoor air. Ballot storage areas are to comply with temperature range of 68-76° F and relative humidity range of 35 to 55% for standard paper and 45 to 65% for thermal paper. Exact criteria for each space to be confirmed during the evaluation and schematic design phases.

Additional power and HVAC as required will be designed for ballot printer/scanners. An additional generator and power distribution to accommodate the printers will be designed in coordination with the rooftop unit replacement.

Units are to be evaluated based on age, condition, and whether they are equipped with hot gas reheat humidity control or not. Following evaluation and cost estimating, the replacement of up to nineteen RTUs and the makeup air unit will be designed.

Disciplines included:

- Mechanical
    - Duct Layout
    - Piping Layout
    - Final Specification
    - Mechanical Schedules
    - Control Sequences (Drawings)
- Electrical
    - Power Plans
    - Panelboard schedules
    - Schedules
    - Details
    - Standby Generator

- Plumbing
- Fire Protection
    - Fire Sprinkler – Performance specifications only

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Phase V – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION

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

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

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

Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation

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

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

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

C. Conduct and oversee pre-construction meeting.

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

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

F. Conduct and oversee bi-weekly progress meetings.

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

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

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

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

K. Accompany County on Substantial Completion Inspection with appropriate staff

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

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

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

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

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

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

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

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

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

EXHIBIT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:

		$ 149,500.00	100%
92%	**DBR**	**$ 137,000.00**	
8%	**Alpha Consulting Engineers**	**$ 12,500.00**	

Phase I - SCHEMATIC DESIGN		**$ 22,425.00**	15%
	DBR	$ 20,550.00	
	Alpha Consulting Engineers	$ 1,875.00	
Phase II - DESIGN DEVELOPMENT		**$ 29,900.00**	20%
	DBR	$ 27,400.00	
	Alpha Consulting Engineers	$ 2,500.00	
Phase III - CONSTRUCTION DOCUMENTS		**$ 44,850.00**	30%
	DBR	$ 41,100.00	
	Alpha Consulting Engineers	$ 3,750.00	
Phase IV - REGULATORY REVIEW AND PERMITS		**$ 7,475.00**	5%
	DBR	$ 6,850.00	
	Alpha Consulting Engineers	$ 625.00	
Phase V - BIDDING, AWARD, AND EXECUTION		**$ 7,475.00**	5%
	DBR	$ 6,850.00	
	Alpha Consulting Engineers	$ 625.00	
Phase VI - CONSTRUCTION ADMINISTRATION		**$ 29,900.00**	20%
	DBR	$ 27,400.00	
	Alpha Consulting Engineers	$ 2,500.00	

Phase VII - PROJECT CLOSE-OUT	**$**	**7,475.00**	5%
DBR	$	6,850.00	
Alpha Consulting Engineers	$	625.00	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Five Hundred Twenty-Eight (528) calendar days** from the date of this Agreement.

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

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

Agreement Execution Date	**09/09/25**
Phase I - SCHEMATIC DESIGN	
Preliminary Scope and Budget analysis deliverables	10/13/25
30% Plans, Specifications and Estimate deliverables	11/10/25
County written authorization to proceed to next phase	11/24/25
Phase II - DESIGN DEVELOPMENT	
60% Plans, Specifications and Estimate deliverables	12/22/25
County written authorization to proceed to next phase	01/12/26
Phase III - CONSTRUCTION DOCUMENTS	
Site Development Plans application submittal to City	02/16/26
Complete Plans, Specifications and Estimate deliverables	02/11/26
County written authorization to proceed to next phase	02/25/26
Phase IV - REGULATORY REVIEW AND PERMITS	
Sealed Plans and Specifications and Estimate deliverables to County	03/11/26
Plans submittal to TDLR and Permit application submittal to City	03/18/26
Construction Permits received from City	04/17/26
Phase V - BIDDING, AWARD, AND EXECUTION	
Permitted Plans and Specifications and Estimate deliverables to County	04/24/26

County advertises project for Bid	05/15/26
Contract Award	06/16/26

Phase VI - CONSTRUCTION ADMINISTRATION

Contractor Notice to Proceed	06/23/26
Construction Substantial Completion	12/21/26

Phase VII - PROJECT CLOSE-OUT & WARRANTY PERIOD

Record Documents deliverables	01/20/27
Pre-Warranty Expiration Walk	10/22/26
Warranty Expiration	12/21/27

All services shall be complete on, or before: **02/19/27**

EXHIBIT D

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

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

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

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

2. Travel Reimbursement

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

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

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

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

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

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

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

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

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

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

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

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

3. Meals

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

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

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

3.4 County will not reimburse for alcoholic beverages.

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

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

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

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

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

5. Airfare

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

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

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

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

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

6. Car Rental

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

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

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

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

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

6.6 Insurance purchased when renting vehicle may also be reimbursed.

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

7. Personal Car Usage

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

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

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

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

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

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

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

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

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

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

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

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

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

8. Other Expenses

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

9. Repayment of Non-reimbursable Expense.

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

10. Non-Reimbursable Expenses

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

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

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

EXHIBIT E
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

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

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

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

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

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

DBR Engineering Consultants, Inc.

Signature of Certifying Official

Zac D. Morton, PE
Printed Name of Certifying Official

Partner
Title of Certifying Official

August 14, 2025
Date

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

* federal, state, or local

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

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

Notary Public in and for the
State of Texas

My commission expires: 02-22-2029

EXHIBIT F

CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:

CONSULTANT
DESIGN DELIVERABLE
GUIDELINES



Facilities Management Division
3101 SE Inner Loop
Georgetown, TX 78626

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

SCHEMATIC DESIGN PHASE

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

This deliverable shall consist of the following PDF documents:

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

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

This deliverable shall consist of the following PDF documents:

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

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

5) Updated design delivery schedule.

DESIGN DEVELOPMENT PHASE

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

This deliverable shall consist of the following PDF documents:

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

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

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

CONSTRUCTION DOCUMENTATION PHASE

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

This deliverable shall consist of the following PDF documents:

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

Civil:	Details complete
	Approved licensing agreements and permits
Structural:	Details complete
Architecture:	Door / Window schedules complete
	Interior finish schedule(s) complete
	Details complete
Electrical:	Fixture schedule complete
	Panels schedule complete
	Riser diagram(s) complete
	Details complete
Mechanical:	Equipment schedule complete
	Diffuser schedule complete
	Details complete
Plumbing:	Fixture schedule complete
	Riser diagram(s) complete
	Irrigation connections complete (if required)
	Details complete
IT / Security	TBD

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

REGULATORY REVIEW & PERMITTING PHASE

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

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

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

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

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

CONSTRUCTION CONTRACT BIDDING, AWARD, & EXECUTION PHASE

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

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

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

CONSTRUCTION ADMINISTRATION PHASE

Various deliverables are required throughout this phase

As required, provide the following PDF documents:

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

PROJECT CLOSE-OUT PHASE

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

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

1) "Clean" PDF of Building Plan(s) w/ Room #s coordinated with Fire Marshal review.
2) Record Construction Drawings.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
3) Record Specifications.
4) Reviewed and compiled warranties, guarantees, and operation manuals

DELIVERABLE REVIEW STAMP

For standardization purposes during design Phases:

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

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

3) See adjacent example for "Interim Stamp"



REJECTION OF DELIVERABLE

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

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

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

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

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

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

6) Consultant shall not submit an invoice until the County accepts a Phase deliverable as functionally complete.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1349280

Date Filed:
08/13/2025

Date Acknowledged:

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

DBR Engineering Consultants, Inc.
San Antonio, TX United States

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

Williamson County Facilities Department

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

Design and Engineering
ILA Dehumidification & Ballot Machines

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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Design and Engineering
ILA Dehumidification & Ballot Machines

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in Bexar County, State of Texas, on the 13th day of August (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **48.**

Meeting Date: 08/26/2025

WSB T2444 Contract Amendment No 1

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Contract Amendment No 1 under Williamson County Contract for Engineering Services between WSB LLC and Williamson County dated March 9, 2021 for CR 201 from CR 200 to Umbrella Sky. Funding source: P499.

Background

This Contract Amendment No 1 will allow for an increase in the compensation cap from $725,000.00 to $920,000.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WSB T2444 Contract Amendment No 1

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/21/2025 10:00 AM
County Judge Exec Asst.	Delia Colon	08/21/2025 03:54 PM
Form Started By: Vicky Edwards		Started On: 08/14/2025 09:58 AM
Final Approval Date: 08/21/2025		

CONTRACT AMENDMENT NO. __1__
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
CR 201 from CR 200 to Umbrella Sky ("Project")

THIS CONTRACT AMENDMENT NO. __1_ to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _WSB LLC_ (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 9, 2021 (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 $ 725,000 ; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $725,000 to $ 920,000 , reflecting a total increase of $195,000.

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: Robert Bailey
Signature

Robert Bailey
Printed Name

Vice President
Title

08/08/2025
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

APPROVED
By Christen Eschberger at 11:41 am, Aug 13, 2025

Commissioners Court - Regular Session **49.**

Meeting Date: 08/26/2025

25IFB16 - County Road Seal Coat FY25 - CO#1 (Balancing)

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

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

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Change Order No 1 to contract number 25IFB16 for D.I.J. Construction, Inc. a reduction in the amount of $74,430.35 for County Road Seal Coat FY25. Funding Source: 01.0200.0210.003599.

Background

This change order is a balancing change order. All work has been completed. The original contract amount was $1,177,935.15. With the reduction of this Change Order in the amount of $74,430.35, the final contract amount will be $1,103,504.80. This change order decreases the original contract by 6.3%.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

25IFB16 CO1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/19/2025 03:51 PM
Form Started By: Jenifer Favreau		Started On: 08/19/2025 03:41 PM
Final Approval Date: 08/19/2025		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

Contract Award Date:	2/25/2025
Project Number:	25IFB16
Funding Source:	3599
Roadway:	Various

Contractor: **D.I.J. Construction, Inc.** NTP Required: ☐ Yes ☑ No

Project Name: **County Road Seal Coat FY25**

Change Order Work Limits: Sta. **All** to Sta. **All**

Type of Change(on federal-aid non-exempt projects): **N/A** (Major/Minor)

Reasons: **2E** (3 Max. - In order of importance - Primary first)

Describe the work being revised:

This change order adjusts item quantities to the final amount used and provides for the final balancing of the project. The change in quantities is due to miscellaneous changes in site conditions.

Work to be performed in accordance with Items: **N/A**

New or revised plan sheet(s) are attached and numbered: **N/A**

New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

New Special Provisions to Item N/A No. N/A. Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 8-14-25

By Kayla Rothschen

Typed/Printed Name Kayla Rothschen

Typed/Printed Title Chief Accounting Officer

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **($74,430.35)**

Original Contract Amount:	**$1,177,935.15**
Total Change Orders To-Date:	**($74,430.35)**
Percent Change in Original Contract:	**-6.3%**

RECOMMENDED FOR EXECUTION:

James R. Williams 19 AUG 2025

Williamson County Construction Staff Date

Matt Williams 8/19/25

Director of Road and Bridge Date

N/A

3rd Party Signature Date

RECOMMENDED FOR EXECUTION:

8/19/25

Department of Infrastructure
Williamson County Date

APPROVED:

Presiding Officer of the
Williamson County Commissioners Court Date

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: ***1*** ***Project #*** ***25IFB25***

TABLE B: Contract Items (*Continued*)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
316 6077	AGGR (TY-B GR-4S SAC-A)	CY	$99.00	3,675.00	$363,825.00	(158.00)	3,517.00	$348,183.00	($15,642.00)
316 6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	$3.79	183,765.00	$696,469.35	(15,285.00)	168,480.00	$638,539.20	($57,930.15)
500 6001	MOBILIZATION*	LS	$100,000.00	1.00	$100,000.00	0.00	1.00	$100,000.00	$0.00
502 6004	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	$6,000.00	2.00	$12,000.00	0.00	2.00	$12,000.00	$0.00
662 6111	WK ZN PAV MRK SHT TERM (TAB) TY Y - 2	EA	$10.00	5.00	$50.00	(5.00)	0.00	$0.00	($50.00)
666 6047	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	$12.00	74.00	$888.00	(42.00)	32.00	$384.00	($504.00)
666 6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	$3.00	312.00	$936.00	26.00	338.00	$1,014.00	$78.00
666 6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	$12.00	74.00	$888.00	(42.00)	32.00	$384.00	($504.00)
666 6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	$3.00	284.00	$852.00	0.00	284.00	$852.00	$0.00
666 6302	RE PM W/RET REQ TY I (W)4"(SLD)(090MIL)	LF	$3.30	312.00	$1,029.60	26.00	338.00	$1,115.40	$85.80
666 6314	RE PM W / RET REQ TY I (Y) 4" (SLD) (090MIL)	LF	$3.30	284.00	$937.20	0.00	284.00	$937.20	$0.00
672 6009	REFL PAV MRKR TY II-A-A	EA	$12.00	5.00	$60.00	3.00	8.00	$96.00	$36.00
TOTALS					$1,177,935.15			$1,103,504.80	($74,430.35)

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Commissioners Court - Regular Session **50.**

Meeting Date: 08/26/2025

25IFB25 - Spring FY 25 Fog Seal - CO#1 (Balancing)

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

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

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Change Order No 1 to contract number 25IFB25 for Clark Construction of Texas, Inc, an increase in the amount of $15,375.00 for Cul-de-Sac and Straight Section Fog Seal Spring 2025. Funding Source: 01.0200.0210.003599.

Background

This change order is a balancing change order. All work has been completed. The original contract amount was $445,600.00. With the increase of this Change Order in the amount of $15,375.00, the final contract amount will be $460,975.00. This change order increases the original contract by 3.5%.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

25IFB25 CO1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/19/2025 03:30 PM
Form Started By: Jenifer Favreau		Started On: 08/19/2025 03:07 PM
Final Approval Date: 08/19/2025		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

Contract Award Date:	4/16/2025
Project Number:	25IFB25
Funding Source:	3599
Roadway:	Various

Contractor: Clark Construction of Texas, Inc.

NTP Required: ☐ Yes ☑ No

Project Name: Cul-de-Sac and Straight Section Fog Seal Spring 2025

Change Order Work Limits: Sta. All to Sta. All

Type of Change(on federal-aid non-exempt projects): N/A (Major/Minor)

Reasons: 2E (3 Max. - In order of importance - Primary first)

Describe the work being revised:

This change order adjusts item quantities to the final amount used and provides for the final balancing of the project. The change in quantities is due to miscellaneous changes in site conditions.

Work to be performed in accordance with Items: N/A

New or revised plan sheet(s) are attached and numbered: N/A

New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

New Special Provisions to Item N/A No. N/A. Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 08/15/2025

By

Typed/Printed Name Colton B. Clark

Typed/Printed Title Vice President

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0

Amount added by this change order: $15,375.00

Original Contract Amount:	$445,600.00
Total Change Orders To-Date:	$15,375.00
Percent Change in Original Contract:	3.5%

RECOMMENDED FOR EXECUTION:

19 AUG 2025
Williamson County Construction Staff Date

8/19/25
Director of Road and Bridge Date

N/A
3rd Party Signature Date

RECOMMENDED FOR EXECUTION:

8/19/2025
Department of Infrastructure
Williamson County Date

APPROVED:

Presiding Officer of the
Williamson County Commissioners Court Date

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *1* ***Project #*** *25IFB25*

TABLE B: Contract Items (*Continued*)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
3028-6002	FRICTIONAL ASPH SURF PRESERV TRTMT	SY	$5.00	71,120.00	$355,600.00	3,075.00	74,195.00	$370,975.00	$15,375.00
500-6001	MOBILIZATION	LS	$60,000.00	1.00	$60,000.00	0.00	1.00	$60,000.00	$0.00
502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	$30,000.00	1.00	$30,000.00	0.00	1.00	$30,000.00	$0.00
TOTALS					$445,600.00			$460,975.00	$15,375.00

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Commissioners Court - Regular Session **51.**

Meeting Date: 08/26/2025

22IFB139 FM3349 at US79 - Change Order #25 (Cable Railing and MOW Strip on US79)

Submitted By: Julissa Romero, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 25 in the amount of $248,517.11 for Project 22IFB139 FM3349 at US79 (James Construction Group).

Background

This Change Order compensates the Contractor for installing a cable barrier and riprap mow strip along the center median of US 79 where TxDOT eliminated it from their Contract due to ongoing construction in the median. This work was requested by TxDOT and will be paid for by TxDOT. Multiple items will be added by this Change Order. Please see attached Change Order. This Change Order results in a net increase of $248,517.11 to the Contract amount, for an adjusted Contract total of $85,572,675.80. The original Contract amount was $81,941,038.13. As a result of this and all Change Orders to-date, $3,631,637.67 has been added to the Contract, resulting in an 4.43% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order. P: 332 Funding Source: 2019 Road Bond in Commissioners Precinct 4.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

22IFB139 FM3349 CO#25-CableRailing

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/21/2025 08:36 AM
Form Started By: Julissa Romero		Started On: 08/20/2025 08:04 AM
Final Approval Date: 08/21/2025		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 25

Contract Award Date:	9/13/2022
Project Number:	22IFB139
Funding Source:	P332
Roadway:	FM 3349
CSJ Number:	3486-01-008

Contractor: James Construction Group, LLC

NTP Required: ☑ Yes ☐ No

Project Name: FM 3349 at US 79

Change Order Work Limits: Sta. 693+00 to Sta. 757+48

Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)

Reasons: 3F (3 Max. - In order of importance - Primary first)

Describe the work being revised:

3F. County Convenience. Additional work desired by the County.: This Change Order compensates the Contractor for installing cable barrier and riprap mow strip along the center median of US 79. This work was requested by TxDOT and will be paid for by TxDOT.

Work to be performed in accordance with Items: See attached

New or revised plan sheet(s) are attached and numbered: 4 - 36

New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

New Special Provisions to Item N/A No. N/A. Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 8-4-25

By

Typed/Printed Name Joey William

Typed/Printed Title Division Manager

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0

Amount added by this change order: $248,517.11

Original Contract Amount:	$81,941,038.13
Total Change Orders To-Date:	$3,631,637.67
Percent Change in Original Contract:	4.43%

RECOMMENDED FOR EXECUTION:

Senior Construction Engineer — 8/6/2025 Date

Program Manager — 8/13/2025 Date

N/A
3rd Party Signature — Date

RECOMMENDED FOR EXECUTION:

Department of Infrastructure
Williamson County — 8/14/2025 Date

APPROVED:

Presiding Officer of the
Williamson County Commissioners Court — Date

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 25 ***Project # 22IFB139***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE		HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
432 6045.1	RIPRAP (MOW STRIP)(4 IN) -034	CY	$524.95	0.00	$0.00	288.00	288.00	$151,185.60	$151,185.60
500 6001.1	MOBILIZATION -034	LS	$10,074.75	0.00	$0.00	1.00	1.00	$10,074.75	$10,074.75
543 6002	CABLE BARRIER SYSTEM (TL-4) -034	LF	$11.09	0.00	$0.00	6,448.00	6,448.00	$71,508.32	$71,508.32
543 6020	CABLE BARRIER TERMINAL SECTION (TL-4) -034	EA	$5,249.48	0.00	$0.00	3.00	3.00	$15,748.44	$15,748.44
	TOTALS				$0.00			$248,517.11	$248,517.11

Williamson County Road Bond Program

FM3349 at US 79
Williamson County Project No. 22IFB139

Change Order No. 25

Reason for Change

This Change Order compensates the Contractor for installing cable barrier and riprap mow strip along the center median of US 79 where TxDOT eliminated it from their Contract due to ongoing construction in the median. This work was requested by TxDOT and will be paid for by TxDOT.

Following is summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
432 6045.1	RIPRAP (MOW STRIP)(4 IN)	288	CY
500 6001.1	MOBILIZATION	1	LS
543 6002	CABLE BARRIER SYSTEM (TL-4)	6448	LF
543 6020	CABLE BARRIER TERMINAL SECTION (TL-4)	3	EA

This Change Order results in a net increase of $248,517.11 to the Contract amount, for an adjusted Contract total of $85,572,675.80. The original Contract amount was $81,941,038.13. As a result of this and all Change Orders to-date, $3,631,637.67 has been added to the Contract, resulting in an 4.43% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Change Order Worksheet

Contract Name	FM3349 at US79		Solicitation #	22IFB139
Date awarded	9/13/2022			
Awarded Contract Amount		$81,941,038.13		
			Percentage Change	
	Change order #1	$925,354.41	1.13%	
	Change order #2	$82,000.00	0.10%	
	Change order #3	$195,302.81	0.24%	
	Change order #4	-$472,492.20	-0.58%	
	Change order #5	-$5,274.97	-0.01%	
	Change order #6	$130,053.00	0.16%	
	Change order #7	$661,031.30	0.81%	
	Change order #8	$327,321.48	0.40%	
	Change order #9	-$368,749.53	-0.45%	
	Change order #10	$67,965.30	0.08%	
	Change order #11	$271,902.72	0.33%	
	Change order #12	$64,791.00	0.08%	
	Change order #13	$82,301.65	0.10%	
	Change order #14	$101,248.22	0.12%	
	Change order #15	$24,513.18	0.03%	
	Change order #16	$35,324.07	0.04%	
	Change order #17	$11,849.07	0.01%	
	Change order #18	$18,623.43	0.02%	
	Change order #19	$9,869.00	0.01%	
	Change order #20	$167,583.65	0.20%	
	Change order #21	$5,462.50	0.01%	
	Change order #22	$16,354.80	0.02%	
	Change order #23	$147,187.12	0.18%	
	Change order #24	$883,598.55	1.08%	
	Change order #25	$248,517.11	0.30%	
	Total changes to date	$3,631,637.67	4.43%	(Running totals here)
	Adjusted contract amount	$85,572,675.80		

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

INVOICE

Date: 5/9/2025

Change Order #_____

Primoris Services Corporation
James Construction Group

Bill To:
HNTB - WILLIAMSON COUNTY

RE:
Wilco FM3349 @ US-79
ASIF MIRZAZADA
CSJ: 3486-01-008
PROJECT# 20221115

Qty	UM	Description	Unit Price	Total
288	CY	ESSI - Riprap Mow Strip 4" (4326045)	$524.95	**$151,185.60**
1	LS	ESSI - Mobilization (5006001)	$10,074.75	**$10,074.75**
6448	LF	ESSI - Cable Barrier TL-4 (5436002)	$11.09	**$71,508.32**
3	EA	ESSI - Terminal Section TL-4 (5436020)	$5,249.48	**$15,748.44**
			Total	**$248,517.11**

Change order pricing for the cost installing cable barrier along the center median of US-79 along with terminal ends and mow strip

James Construction Group, LLC

Contractor's Basis of Estimate

Date:	5/8/2025	**Project:**	STP 1902(281)			**County:**	Bell
CO Pricing Good For:	**30 Days (unless noted otherwise elsewhere)**	**Control:**	2133-02-014			**Highway:**	IH 14
Description:	INSTALL CABLE BARRIER	**Original Contract:**	$ 81,941,038.13	**Net CO:**	$ 248,534.62	**Revised Contract:**	$ 82,189,572.75
Estimated Qty:	1 LS $ 248,534.62	**Narrative:**	At HNTB's direction, JCG respectfully submits the following basis of estimate for the cost of installing cable barrier along US 79 (approx. 6,448 LF). Pricing only includes the following; riprap mow strip, cable barrier, terminal sections, and mobilization. JCG's cost of $6.96/LF is added to ESSI's unit cost of $3.50/LF to arrive at $10.46/LF for the cable barrier.				

JCG reserves the right to request equitable time and monetary adjustments for additional or unforeseen work resulting from this change order.

Subcontractors	**QTY**	**UM**	**Price**	**Cost + Profit**	**Cost + Bond**
ESSI - Riprap Mow Strip 4" (4326045)	288.00	CY	$ 495.00	$ 149,688.00	$ 151,184.88
ESSI - Mobilization (5006001)	1.00	LS	$ 9,500.00	$ 9,975.00	$ 10,074.75
ESSI - Cable Barrier TL-4 (5436002)	6448.00	LF	$ 10.46	$ 70,818.38	$ 71,526.57
ESSI - Terminal Section TL-4 (5436020)	3.00	EA	$ 4,950.00	$ 15,592.50	$ 15,748.43
				Subtotal	$ 248,534.62
				Total Subcontract	**$ 248,534.62**
				TOTAL COST	**$ 248,534.62**

James Construction Group, LLC

Contractor's Basis of Estimate

Date:	5/8/2025	**Project:**	STP 1902(281)			**County:**	Bell
CO Pricing Good For:	**30 Days (unless noted otherwise elsewhere)**	**Control:**	2133-02-014			**Highway:**	IH 14
Description:	INSTALL CABLE BARRIER	**Original Contract:**	$ 81,941,038.13	**Net CO:**	$ 44,877.34	**Revised Contract:**	$ 81,985,915.47
Estimated Qty:	6448 LF $ 44,877.34	**Narrative:**	At HNTB's direction, JCG respectfully submits the following basis of estimate for JCG's portion of installing cable barrier along US-79. This pricing includes survey layout, concrete testing, spoil removal, and traffic control. In total, JCG's work comes to $6.96/LF of cable barrier.				

JCG reserves the right to request equitable time and monetary adjustments for additional or unforeseen work resulting from this change order.

Labor	**Reg Hrs**	**OT Hrs**	**UM**	**Reg Rate**	**OT Rate (x1.5)**	**Extended**
Superintendent (supervision)	20.00	0.00	HR	$ 70.00	$ 105.00	$ 1,400.00
Surveyors x2 (layout)	20.00	0.00	HR	$ 40.00	$ 60.00	$ 800.00
Operator - Medium x2 (spoil removal)	40.00	0.00	HR	$ 25.00	$ 37.50	$ 1,000.00
Foreman x1 (material pickup)	10.00	0.00	HR	$ 60.00	$ 90.00	$ 600.00
Laborers x3 (material pickup)	30.00	0.00	HR	$ 25.00	$ 37.50	$ 750.00
					Subtotal	$ 4,550.00
					25% Profit	$ 1,137.50
					55% Burdens	$ 2,502.50
					Total Labor	**$ 8,190.00**

Equipment	**QTY**	**UM**	**Rate**	**Extended**
3/4 Ton Pickup Truck (material pickup)	10.00	HR	$ 29.69	$ 296.90
1/2 Ton Pickup Truck (supervision)	20.00	HR	$ 33.05	$ 661.00
1/2 Ton Pickup Truck (layout)	10.00	HR	$ 33.05	$ 330.50
Long Bed Trailer (material pickup)	10.00	HR	$ 10.75	$ 107.50
Medium Skidsteer (spoil removal)	20.00	HR	$ 82.79	$ 1,655.80
420 Backhoe (spoil removal)	20.00	HR	$ 79.62	$ 1,592.40
Survey Equipment/Software (layout)	1.00	LS	$ 250.00	$ 250.00
			Subtotal	$ 4,894.10
			15% Profit	$ 734.12
			Total Equipment	**$ 5,628.22**

Subcontractors	**QTY**	**UM**	**Price**	**Extended**
Arias - Concrete Testing	1.00	LS	$ 4,000.00	$ 4,000.00
Statewide - Spoil Trucking	6.00	LDS	$ 470.00	$ 2,820.00
AWP - Traffic Control	1.00	LS	$ 17,600.00	$ 17,600.00
ESSI - Bonding Cost	1.00	DLS	$ 4,736.95	$ 4,736.95
			Subtotal	$ 29,156.95
			5% Profit	$ 1,457.85
			Total Subcontract	**$ 30,614.80**

TOTAL OF WORK PERFORMED	**$ 44,433.01**
BOND FEE (ADD 1%)	**$ 444.33**
TOTAL COST	**$ 44,877.34**
UNIT PRICE (TOTAL COST/EST. QTY)	**$ 6.96**

Description:	Cable barrier to be installed from US-79 turnaround on east end of project to turnaround West of Jughandle intersection. Approx. 6,448 LF

Projected Value by Bid Item and Average Low Bid

Bid Item	Description	QTY's	U/M	AVG Low Bids	Total
5436002	TL4 Fence	6448	LF	$ 11.25	$ 72,540.00
5436020	TL4 Term End	3	EA	$ 2,450.00	$ 7,350.00
4326045	4" Mowstrip	288	CY	$ 676.28	$ 194,768.64
5026026	Traffic Control	20	DAY	$ 500.00	$ 10,000.00
61856002	TMA (Stationary)	20	DAY	$ 307.07	$ 6,141.40
					$ 290,800.04

Actual Value by Bid Items Priced

Bid Item	Description	QTY's	U/M	AVG Low Bids	Total
4326045	4" Mowstrip	288	CY	$ 524.95	$ 151,185.60
5006001	Mobilization	1	LS	$ 10,074.75	$ 10,074.75
5436002	TL4 Fence	6448	LF	$ 11.09	$ 71,508.32
5436020	TL4 Term End	3	EA	$ 5,249.48	$ 15,748.44
					$ 248,517.11

JCG estimates a savings of $42,282.93 to TxDOT for providing materials

ESSI
ENVIRONMENTAL SAFETY SERVICES INC.

Environmental Safety Services, Inc.
P.O. Box 54
Buda, Texas, 78610

Phone: 512-989-2259
Fax: 512-372-9375

**** CERTIFIED DBE / MBE / HUB / HABE / SBE CONTRACTOR ****

COA/TXDOT MBE/DBE #: VS0000012711, SCTRCA SBE/MBE/HABE #: 215049005, Texas HUB #: 1260203041800

Bid Date: **5.8.2025** **Proposal #:** **2130-009-R3**
Project: **FM 3349 & US 79 - Install Cable Barrier Run#21**
For: **Williamson County**

Environmental Safety Services proposes to provide all the materials, labor, equipment and supervision necessary to perform the following work at the above referenced project per plans and specifications.

ITEM #	DESCRIPTION	UNIT	QUANTITIES	BID PRICE	EXT. PRICE
432-6045	RIPRAP (MOW STRIP)(4 IN)	CY	288.00	$495.00	$142,560.00
500-6001	MOBILIZATION	LS	1.00	$9,500.00	$9,500.00
543-6002	CABLE BARRIER SYSTEM (TL-4)	LF	6,448.00	$3.50	$22,568.00
543-6020	CABLE BARRIER TERMINAL SECTION (TL-4)	EA	3.00	$4,950.00	$14,850.00
				TOTAL	**$189,478.00**

Exclusions:
All permits, lane closures, traffic control, survey, layout, testing, maintenance, engineering, utility potholing, & cable and cable barrier material(s) listed on the material inventory sheet provided to ESSI by PSC.

Notes:
General Contractor to provide staging/storage area for ESSI materials & equipment.

*** Sales tax is not included in above pricing. Please send an exemption certificate if exempt, otherwise sales tax will be added.

If bond is required, add 2.5% of contract amount.
Pricing is good for thirty (30) days.
*****All bid prices are negotiable.*****

Respectfully submitted by Joshua Ealand

Accepted by: _____ Date: _____

Commissioners Court - Regular Session **52.**

Meeting Date: 08/26/2025

24IFB59 East Wilco Hwy Segment 2 Phase 1 - Change Order #4 (ArcheologicalClearing&HydrantRelocation)

Submitted By: Julissa Romero, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 4 in the amount of $37,550.00 for Project 24IFB59 East Wilco Hwy Segment 2 Phase 1 (Capital Excavation).

Background

This Change Order compensates the Contractor for relocating an existing fire hydrant, capping an existing line, adjusting 3 valves, and installing a new valve that is in conflict with the proposed roadway. This Change Order also compensates the Contractor for performing special (hand) clearing in the archeological area to expedite the exploratory investigation on the east side of Brushy Creek. Please see the attached Change Order for additional details. This Change Order results in a net increase of $37,550.00 to the Contract amount, for an adjusted Contract total of $62,537,751.99. The original Contract amount was $64,407,606.63. As a result of this and all Change Orders to-date, $1,869,854.64 has been deducted from the Contract, resulting in an 2.9% net decrease in the Contract cost. No additional days will be added to the Contract as a result of this Change Order. P: 392 Funding Source: 2023 Road Bond in Commissioners Precinct 4.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

24IFB59-EastWilcoHwySeg2Ph1-CO#4

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/21/2025 09:11 AM
Form Started By: Julissa Romero		Started On: 08/21/2025 08:21 AM
Final Approval Date: 08/21/2025		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 4

Contract Award Date:	7/30/2024
Project Number:	*24IFB59*
Funding Source:	*P392*
Roadway:	*E. Wilco Hwy*
CSJ Number:	N/A

Contractor: **Capital Excavation** NTP Required: ☐ Yes ☑ No

Project Name: **East Wilco Highway Segment 2 Phase 1**

Change Order Work Limits: Sta. **11225+00** to Sta. **11270+00**

Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

Reasons: **2G, 4B** (3 Max. - In order of importance - Primary first)

Describe the work being revised:

2. Differing Site Conditions. 2G: Unadjusted utility (unforeseeable): This Change Order compensates the Contractor for relocating an existing fire hydrant, capping a valve, adjusting 3 valves and installing a new valve that are in conflict with the proposed roadway. **4. Third Party Accommodation: 4B Third Party requested work:** Compensates the Contractor for performing special (hand) clearing in the archeological area to expedite exploratory investigation.

Work to be performed in accordance with Items: **See Attached**

New or revised plan sheet(s) are attached and numbered: **WL-001, WL-002**

New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

New Special Provisions to Item N/A No. N/A. Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 8.11.25

By JE CHESNEY

Typed/Printed Name JOE CHESNEY

Typed/Printed Title VP

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **$37,550.00**

Original Contract Amount:	**$64,407,606.63**
Total Change Orders To-Date:	**-$1,869,854.64**
Percent Change in Original Contract:	**-2.90%**

RECOMMENDED FOR EXECUTION:

Senior Construction Engineer 8/15/2025 Date

RECOMMENDED FOR EXECUTION:

Department of Infrastructure
Williamson County 8/21/2025 Date

Program Manager 8/21/2025 Date

APPROVED:

N/A
3rd Party Signature Date

Presiding Officer of the
Williamson County Commissioners Court Date

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *4* ***Project #*** *24IFB59*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE		HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
100-9999	SPECIAL CLEARING (ARCHEOLOGICAL AREA)	LS	$13,700.00	0.00	$0.00	1.00	1.00	$13,700.00	$13,700.00
999-WC05	RELOCATE HYDRANT & ADJUST VALVES (COH)	LS	$23,850.00	0.00	$0.00	1.00	1.00	$23,850.00	$23,850.00
	TOTALS				$0.00			$37,550.00	$37,550.00

Williamson County Road Bond Program

East Wilco Highway Segment 1 Phase 1
Williamson County Project No. 24IFB59

Change Order No. 4

Reason for Change

This Change Order compensates the Contractor for relocating an existing fire hydrant, capping an existing line, adjusting 3 valves, and installing a new valve that are in conflict the with proposed roadway.

This Change Order also compensates the Contractor for performing special (hand) clearing in the archeological area to expedite the exploratory investigation on the east side of Brushy Creek.

Following is a summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
100-9999	SPECIAL CLEARING IN ARCHEOLOGICAL AREA	1	LS
999-WC05	RELOCATE HYDRANT & ADJUST VALVES (COH)	1	LS

This Change Order results in a net increase of $37,550.00 to the Contract amount, for an adjusted Contract total of $62,537,751.99. The original Contract amount was $64,407,606.63. As a result of this and all Change Orders to-date, $1,869,854.64 has been deducted from the Contract, resulting in an 2.9% net decrease in the Contract cost. No additional days will be added to the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Change Order Worksheet

Contract Name	East Wilco Hwy Seg 2 Ph 1	Solicitation #	24IFB59	
Date awarded	7/30/2024			
Awarded Contract Amount		$64,407,606.63		
			Percentage Change	
	Change order #1	$41,168.11	0.06%	
	Change order #2	($261,915.65)	-0.41%	
	Change order #3	($1,686,657.10)	-2.62%	
	Change order #4	$37,550.00	0.06%	
	Total changes to date	($1,869,854.64)	-2.90%	(Running totals here)
	Adjusted contract amount	$62,537,751.99		

Item 100-9999

PO Box 1301
Austin, TX 78767
Email: Estimating@CapitalExcavation.com

Change Request # 13

Date: 6/3/2025

QuoteTo: Kyle McCoy
HNTB Round Rock

Project: EAST WILCO WAY SEC 2 PH 1 (1072)
Capital Project #: 1072
Description: Additional Clearing for Arch Site

Item	Description	Quantity	Unit	Unit Price	Amount
	Clearing	1.00	LS	13,700.00	13,700.00

GRAND TOTAL 13,700.00

Scope: Additional special clearing as requested and outlined on the attached. Archeological area east of Brushy Creek.

Capital Excavation Requests an additional : day(s)

Item 999-WC05

PO Box 1301
Austin, TX 78767
Email: Estimating@CapitalExcavation.com

Change Request # 11

Date: 5/1/2025

QuoteTo:

Project: EAST WILCO WAY SEC 2 PH 1 (1072)
Capital Project #: 1072
Description: Relocate Hydrant at Driveway 5

Item	Description	Quantity	Unit	Unit Price	Amount
	Relocate Hydrant at Driveway 5	1.00	EA	~~23,854.00~~	~~23,854.00~~

GRAND TOTAL $23,850.00 ~~23,854.00~~

Scope: Pricing includes traffic control, 6" valve, lead, cut in tee, relocatin of hydrant, adjusting existing valve castings, trench protection and potholing of existing gas. Excludes pavement, curb, sidewalk repair, pressure test, BT.

Capital Excavation Requests an additional : day(s)

Commissioners Court - Regular Session **53.**

Meeting Date: 08/26/2025

CR 314/CR 332 Realignment – SLG – Contract Amendment #7

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Contract Amendment No. 7 to the CR 314/CR 332 Realignment contract executed April 21, 2020, between Williamson County and Seiler Lankes Group, LLC relating to the 2019 Road Bond Program.

Background

This Contract Amendment No. 7 amends the Exhibit D - Rate Schedule in the Master Contract utilizing the CPI Adjustment Calculation. Project: P364 Fund Source: Road Bond

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR 314/CR 332 Realignment – SLG – Contract Amendment #7

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/21/2025 09:38 AM
Form Started By: Ragan Riggs		Started On: 08/19/2025 02:46 PM
Final Approval Date: 08/21/2025		

CONTRACT AMENDMENT NO. _7__
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
Planning and design of Road Bond Projects 3.10, 3.11 CR 314 – IH 35 to 0.96 miles East of CR 332 and 3.12 CR 332 Realignment from FM 487 to CR 313 ("Project")

THIS CONTRACT AMENDMENT NO. 7 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Seiler Lankes Group, LLC (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 April 21, 2020 (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 $2,035,974.00; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

All other terms of the Contract are unchanged and will remain in full force and effect.
IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, to be effective as of the date of the last party's execution below.

ENGINEER:

By: _____
Signature

Gerald Lankes
Printed Name

CEO
Title

08/19/2025
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

APPROVED
By Christen Eschberger at 2:30 pm, Aug 19, 2025

No change to PSA rates

CPI ADJUSTMENT CALCULATION

BASE (1982-84) = 100	100
Master Contract (PSA) April 2020	246.254
January 2025	308.911
DELTA	25.44%

Seiler Lankes Group

DESIGN

CLASSIFICATIONS	April 2020 Rate (per hour)	January 2025 Rate (per hour)
Project Principal	$ 248.84	**$ 312.00**
Senior Project Manager	$ 235.01	**$ 295.00**
Project Manager	$ 207.36	**$ 260.00**
Senior Engineer	$ 193.54	**$ 243.00**
Project Engineer	$ 152.07	**$ 191.00**
Engineering Specialist	$ 132.71	**$ 166.00**
Design Engineer	$ 124.42	**$ 156.00**
Engineer in Training	$ 96.77	**$ 121.00**
Engineering Technician	$ 88.47	**$ 111.00**
Junior Technician	$ 77.42	**$ 97.00**
Senior CADD Operator	$ 91.24	**$ 114.00**
CADD Operator	$ 71.89	**$ 90.00**
Senior Administrator	$ 69.12	**$ 87.00**
Clerical	$ 55.30	**$ 69.00**

No change to PSA rates

CPI ADJUSTMENT CALCULATION

BASE (1982-84) = 100	100
Master Contract (PSA) April 2020	246.254
January 2025	308.911
DELTA	25.44%

CLGann

DRAINAGE ENGINEER

CLASSIFICATIONS	April 2020 Rate (per hour)	January 2025 Rate (per hour)
Project Manager	$ 250.00	**$ 314.00**
Quality Manager	$ 240.00	**$ 301.00**
Senior Engineer	$ 225.00	**$ 282.00**
Project Engineer	$ 180.00	**$ 226.00**
Desing Engineer	$ 150.00	**$ 188.00**
Engineer in Training	$ 125.00	**$ 157.00**
Senior Engineering Technician	$ 135.00	**$ 169.00**
Engineering Technician	$ 125.00	**$ 157.00**
Admin/Clerical	$ 90.00	**$ 113.00**

New rates - CPI Adjustment

CPI ADJUSTMENT CALCULATION

BASE (1982-84) = 100	100
Master Contract (PSA) April 2020	246.254
July 2025	312.771
DELTA	27.01%

CP&Y, Inc. dba STV

STRUCTURAL ENGINEER

CLASSIFICATIONS	APPROVED RATE (per hour)	PROPOSED RATE (per hour)
Quality Manager	$ 174.00	**$ 221.00**
Senior Engineer	$ 224.00	**$ 285.00**
Project Engineer	$ 191.00	**$ 243.00**
Design Engineer	$ 158.00	**$ 201.00**
Engineer-in-Training	$ 121.00	**$ 154.00**
Senior Engineer Tech	$ 154.00	**$ 196.00**
Engineer Tech	$ 111.00	**$ 141.00**
Senior Environmental Planner	$ 245.00	**$ 311.00**
Environmental Planner IV	$ 174.00	**$ 221.00**
Environmental Planner I/II	$ 111.00	**$ 141.00**
Senior Environmental Scientist	$ 174.00	**$ 221.00**
Environmental Scientist IV	$ 154.00	**$ 196.00**
Environmental Scientist III	$ 121.00	**$ 154.00**
Environmental Scientist I/II	$ 111.00	**$ 141.00**
Senior Architectural Historian	$ 148.00	**$ 188.00**
Architectural Historian	$ 107.00	**$ 136.00**
Admin/Clerical	$ 121.00	**$ 154.00**
Senior GIS Operator	$ 111.00	**$ 141.00**
GIS Operator	$ 101.00	**$ 128.00**

Commissioners Court - Regular Session **54.**

Meeting Date: 08/26/2025

Parmer at SH 45 – Benesch – Contract Amendment #1

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Contract Amendment No. 1 to the Parmer on the SH 45 contract executed September 12, 2023, between Williamson County and Alfred Benesch & Company relating to the 2019 Road Bond Program.

Background

This Contract Amendment No. 1 amends the Exhibit D - Rate Schedule in the Master Contract utilizing the CPI Adjustment Calculation and increases the compensation cap by $140,000.00 from $500,000.00 to $640,000.
Project: P340 Fund Source: Road Bonds

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Parmer at SH 45 – Benesch – Contract Amendment #1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/21/2025 09:42 AM
Form Started By: Ragan Riggs		Started On: 08/19/2025 02:57 PM
Final Approval Date: 08/21/2025		

CONTRACT AMENDMENT NO. _1___
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
Parmer at SH45 ("Project")

THIS CONTRACT AMENDMENT NO. 1 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Alfred Benesch & Company (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective September 12, 2023 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $ 500,000 ; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $ 500,000 to $ 640,000, reflecting a total increase of $ 140,000.
II. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D-1.

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: William H Epp
Signature

Digitally signed by William H Epp
DN: C=US, E=wepp@benesch.com, O=Benesch, OU=Benesch, CN=William H Epp
Date: 2025.08.08 09:46:35-06'00'

William Epp
Printed Name

Executive Vice President
Title

August 8, 2025
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

APPROVED
By Christen Eschberger at 2:27 pm, Aug 19, 2025

New Rates - CPI Adjustment

EXHIBIT D-1 Rate Schedule
Engineering Services 23RFSQ15 Parmer Lane

CPI ADJUSTMENT CALCULATION

BASE (1982-84) = 100	100
Master Contract (PSA) September 2023	299.657
JUNE 2025 (LATEST DATA)	312.330
DELTA	4.23%

Alfred Benesch & Company (PRIME)

DESIGN

CLASSIFICATIONS	APPROVED RATE (per hour)	PROPOSED RATE (per hour)
Principal	$300.00	**$ 313.00**
QA/QC Engineer	$290.00	**$ 302.00**
Senior Project Manager	$290.00	**$ 302.00**
Project Manager	$260.00	**$ 271.00**
Sr. Traffic Engineer	$240.00	**$ 250.00**
Sr. Project Engineer	$220.00	**$ 229.00**
Sr. Manager of Special Projetcs (RR Coordination	$200.00	**$ 208.00**
Project Engineer	$190.00	**$ 198.00**
Railroad Signal Engineer	$170.00	**$ 177.00**
Design Engineer	$150.00	**$ 156.00**
EIT	$135.00	**$ 141.00**
Sr. Technician	$140.00	**$ 146.00**
Technician	$120.00	**$ 125.00**
Sr. CADD	$130.00	**$ 135.00**
CADD Operator	$80.00	**$ 83.00**
Admin/Clerical	$80.00	**$ 83.00**
DIRECT EXPENSES		
Outsourced Printing	Cost	
Mileage (per mile)	Current IRS Rate	
Rental Car	Actual Cost	
Rental Car Fuel	Actual Cost	
Parking Fees	Actual Cost	
Highway Toll Charges	Actual Cost	
Postage	Current Postal Rate	
Overnight Mail- letter size	Current Postal Rate	
Overnight Mail – oversized box	Current Postal Rate	
Courrier Services	Actual Cost	

New Rates - CPI Adjustment

EXHIBIT D-1 Rate Schedule
Engineering Services 23RFSQ15 Parmer Lane

CPI ADJUSTMENT CALCULATION

BASE (1982-84) = 100	100
Master Contract (PSA) September 2023	299.657
JUNE 2025 (LATEST DATA)	312.330
DELTA	4.23%

Hardesty & Hanover, LLC

STRUCTURAL ENGINEER

CLASSIFICATIONS	APPROVED RATE (per hour)	PROPOSED RATE (per hour)
Project Principal	$330.00	**$ 344.00**
Senior Technical Advisor	$295.00	**$ 307.00**
Senior Project Manager	$240.00	**$ 250.00**
Senior Structural QA/QC Manager	$240.00	**$ 250.00**
Senior Structural Engineer	$215.00	**$ 224.00**
Project Manager	$195.00	**$ 203.00**
Structural Engineer	$160.00	**$ 167.00**
Project Engineer	$135.00	**$ 141.00**
Structural Designer (EIT)	$120.00	**$ 125.00**
EIT	$105.00	**$ 109.00**
CADD/Production Manager	$145.00	**$ 151.00**
Senior CADD Technician	$100.00	**$ 104.00**
CADD Technician	$90.00	**$ 94.00**
Admin/Clerical	$90.00	**$ 94.00**
DIRECT EXPENSES		
Mileage (per mile)	Current IRS Rate	
Highway Toll Charges	Actual Cost	
Parking Fees	Actual Cost	
Postage	Current Postal Rate	
Photocopies B/W (8 1/2" X 11") (per page)	$0.15	
Photocopies Color (8 1/2" X 11") (per page)	$1.00	
Photocopies B/W (11" X 17") (per page)	$0.25	
Photocopies Color (11" X 17") (per page)	$2.00	

EXHIBIT D-1 Rate Schedule

Engineering Services 23RFSQ15 Parmer Lane

New Rates - CPI Adjustment

CPI ADJUSTMENT CALCULATION

BASE (1982-84) = 100	100
Master Contract (PSA) September 2023	299.657
JUNE 2025 (LATEST DATA)	312.330
DELTA	4.23%

EDGE Engineering, PLLC

DRAINAGE ENGINEER

CLASSIFICATIONS	APPROVED RATE (per hour)	PROPOSED RATE (per hour)
Project Manager	$250	**$ 261.00**
Quality Manager	$225	**$ 235.00**
Senior Engineer	$215	**$ 224.00**
Project Engineer	$185	**$ 193.00**
Design Engineer	$150	**$ 156.00**
Engineer-In-Training	$115	**$ 120.00**
Engineering Technician	$130	**$ 135.00**
Senior CADD Operator	$125	**$ 130.00**
CADD Operator	$90	**$ 94.00**
Senior GIS Operator	$150	**$ 156.00**
GIS Operator	$100	**$ 104.00**
GIS Technician	$85	**$ 89.00**
Admin/Clerical	$75	**$ 78.00**
DIRECT EXPENSES	**RATE**	
Photocopies B/W (8 1/2" X 11") / each	$0.10	
Photocopies B/W (11" X 17") / each	$0.20	
Photocopies Color (8 1/2" X 11") / each	$0.75	
Photocopies Color (11" X 17") / each	$1.25	
Digital Ortho Plotting / sheet	$1.75	
Plots (B/W on Bond) / square foot	$0.60	
Plots (Color on Bond) / square foot	$1.60	
Plots (Color on Photographic Paper) / sf	$4.00	
Color Graphics on Foam Board / sf	$18.00	

EXHIBIT D-1 Rate Schedule

Engineering Services 23RFSQ15 Parmer Lane

New Rates - CPI Adjustment

CPI ADJUSTMENT CALCULATION

BASE (1982-84) = 100	100
Master Contract (PSA) September 2023	299.657
JUNE 2025 (LATEST DATA)	312.330
DELTA	4.23%

SWCA ENVIRONMENTAL CONSULTANTS

ENVIRONMENTAL

CLASSIFICATIONS	APPROVED RATE (per hour)	PROPOSED RATE (per hour)
Subject Matter Expert IV	$279.00	**$ 291.00**
Subject Matter Expert III	$255.00	**$ 266.00**
Subject Matter Expert II	$230.00	**$ 240.00**
Subject Matter Expert I	$219.00	**$ 228.00**
Specialist XII	$215.00	**$ 224.00**
Specialist XI	$197.00	**$ 205.00**
Specialist X	$180.00	**$ 188.00**
Specialist IX	$161.00	**$ 168.00**
Specialist VIII	$150.00	**$ 156.00**
Specialist VII	$140.00	**$ 146.00**
Specialist VI	$130.00	**$ 135.00**
Specialist V	$117.00	**$ 122.00**
Specialist IV	$107.00	**$ 112.00**
Specialist III	$97.00	**$ 101.00**
Specialist II	$85.00	**$ 89.00**
Specialist I	$72.00	**$ 75.00**
Technician II	$60.00	**$ 63.00**

DIRECT EXPENSES

Description	Unit	Rate
Mileage	Mile	Current IRS Rate
Car/Truck Rental	Day	Actual Cost
Car/Truck Rental	Week	Actual Cost
Car/Truck Rental	Month	Actual Cost
GPS - GIS Grade	Day	$ 70.00
Copies - B&W	Per Copy	$ 0.10
Copies - Color	Per Copy	$ 1.00
Digital Camera	Day	$ 45.00
Curation	Each	$ 200.00
Field Supplies	Day	$ 5.00
Hazardous Materials Database Search	Each	$ 500.00

New Expenses - Car/Truck Rental and Digital Camera

New Rates - CPI Adjustment

EXHIBIT D-1 Rate Schedule

Engineering Services 23RFSQ15 Parmer Lane

CPI ADJUSTMENT CALCULATION

BASE (1982-84) = 100	100
Master Contract (PSA) September 2023	299.657
JUNE 2025 (LATEST DATA)	312.330
DELTA	4.23%

SURVWEST, LLC

SURVEY

CLASSIFICATIONS	APPROVED RATE (per hour)	PROPOSED RATE (per hour)
Survey Division Manager	$ 260.00	**$ 271.00**
Survey Director	$ 229.00	**$ 239.00**
Survey Project Manager IV	$ 215.00	**$ 224.00**
Survey Project Manager III	$ 205.00	**$ 214.00**
Survey Project Manager II	$ 190.00	**$ 198.00**
Survey Project Manager I	$ 177.00	**$ 184.00**
Surveyor II	$ 162.00	**$ 169.00**
Surveyor I	$ 152.00	**$ 158.00**
CADD Manager	$ 165.00	**$ 172.00**
Senior CAD Technician	$ 149.00	**$ 155.00**
CAD Technician IV	$ 129.00	**$ 134.00**
CAD Technician III	$ 117.00	**$ 122.00**
CAD Technician II	$ 112.00	**$ 117.00**
CAD Technician I	$ 104.00	**$ 108.00**
Survey Field Technician	$ 90.00	**$ 94.00**
2-Person Survey Crew	$ 215.00	**$ 224.00**
1-Person Survey Crew	$ 130.00	**$ 135.00**
2-Person Survey Crew Travel Rate (Transit Time)	$ 95.00	**$ 99.00**
2-Person Survey Crew Travel Rate (Transit Time)	$ 160.00	**$ 167.00**
Abstactor	$ 116.00	**$ 121.00**
Administrative Assistant	$ 93.00	**$ 97.00**
Materials and Equipment Reimbursable Expenses		
Mileage Survey Vehicle (4x4 Truck)	Current IRS Rate	MI
LiDAR Equipment (UAS, Drone, etc)	$ 155.00	DAY
Mobile/Terrestial Laser Scanner (Ground or Vehicle Mounted)	$ 105.00	DAY
Lodging and Per Diem (at GSA rates at time of occurance)	GSA Rates	DAY
Survey Materials & Supplies	At-Cost (no markup)	
Plotting, Printing, Binding Materials	At-Cost (no markup)	
Overnight and Courier Fees - Invoice Actual Cost	At-Cost (no markup)	

New Expenses - mileage

New Rates - CPI Adjustment

EXHIBIT D-1 Rate Schedule

Engineering Services 23RFSQ15 Parmer Lane

CPI ADJUSTMENT CALCULATION

BASE (1982-84) = 100	100
Master Contract (PSA) September 2023	299.657
JUNE 2025 (LATEST DATA)	312.330
DELTA	4.23%

Pape-Dawson Consulting Engineers, LLC

TRAFFIC ENGINEER

CLASSIFICATIONS	APPROVED RATE (per hour)	PROPOSED RATE (per hour)
Principal/Partner	$ 360.00	**$ 375.00**
Project Manager	$ 280.00	**$ 292.00**
Senior Project Engineer	$ 245.00	**$ 255.00**
Project Engineer	$ 200.00	**$ 208.00**
EIT III/IV	$ 180.00	**$ 188.00**
EIT I/II	$ 145.00	**$ 151.00**
Designer	$ 220.00	**$ 229.00**
Engineering Tech I	$ 120.00	**$ 125.00**
Engineering Tech II	$ 160.00	**$ 167.00**
GIS Manager	$ 200.00	**$ 208.00**
GIS Analyst	$ 140.00	**$ 146.00**
Senior Environmental Scientist	$ 260.00	**$ 271.00**
Project Environmental Scientist	$ 170.00	**$ 177.00**
Staff Environmental Scientist	$ 125.00	**$ 130.00**
Survey Manager (RPLS)	$ 265.00	**$ 276.00**
Survey Crew (4 man w/ equipment)	$ 315.00	**$ 328.00**
Survey Crew (3 man w/ equipment)	$ 260.00	**$ 271.00**
Survey Crew (2 man w/ equipment)	$ 195.00	**$ 203.00**
LiDAR Mapping (per hour)	$ 600.00	**$ 625.00**
Billing Coordinator	$ 120.00	**$ 125.00**
Admin/Clerical	$ 125.00	**$ 130.00**

Pape-Dawson Consulting Engineers, LLC		
OTHER DIRECT EXPENSES		
SERVICES TO BE PROVIDED	**UNIT**	**COST/UNIT**
Travel		
Mileage	mile	Current IRS Rate
Lodging/Hotel	day/person	Actual Cost
Meals (Excluding alcohol & tips) (Overnight stay required)	day/person	Current County Rate
Oversize, special handling or extra baggage airline fees	each	Actual Cost
Parking	day	Actual Cost
Rental Car (Includes taxes and fees; Insurance costs will not be reimbursed)	day	Actual Cost
Rental Car Fuel	gallon	Actual Cost
Taxi/Cab fare (Includes Rideshare)	each/person	Actual Cost
Bus Travel over 100 miles	Rd Trip/person	Actual Cost
Toll Charges	day	Actual Cost
SUV or ATV Rental (Includes taxes and fees; Insurance costs will not be reimbursed)	day	Actual Cost
Administrative		
CDs	each	$2.00
USB Flashdrive (up to 32 GB)	each	$10.00
External Hard Drive	each	$150.00
Standard Postage	letter	Current Postal Rate
Cardstock Color (8 1/2" x 11")	each	$1.00
Photocopies B/W (11" X 17")	each	$0.25
Photocopies B/W (8 1/2" X 11")	each	$0.15
Photocopies Color (11" X 17")	each	$1.25
Photocopies Color (8 1/2" X 11")	each	$1.00
Plots (B/W on Bond)	per sq. ft.	$1.00
Plots (Color on Bond)	per sq. ft.	$1.75
Plots (Color on Photographic Paper)	per sq. ft.	$5.00
Report Binding and tabbing	each	$10.00
Certified Letter Return Receipt	each	Current Postal Rate
Overnight Mail - letter size	each	Current Postal Rate
Overnight Mail - oversized box	each	$100.00
Materials and Shipping	per package	$100.00
Courier Services	each	$45.00
4" X 6" Digital Color Print	picture	$0.50
Brochure Printing	each	$3.00
Report Printing	each	$80.00
Flyer Printing (various sizes BW or color)	each	$1.00
Postcard Printing	each	$0.75
Digital Ortho Plotting	sheet	$3.00
Notebooks	each	$10.00
Color Graphics on Foam Board	square foot	$20.00
Presentation Boards 30" X 40" Color Mounted	each	$100.00
Presentation Boards 48" X 60" Color Mounted	each	$175.00
Title Report	each	$800.00

New expense - entire travel section

Pape-Dawson Consulting Engineers, LLC		
Traffic Counts		
4-Hour Intersection Turning Movement Count	each	$375.00
12-Hour Intersection Turning Movement Count	each	$1,260.00
24-Hour Bi-directional ADT Count	each	$300.00

EXHIBIT D-1 Rate Schedule

Engineering Services 23RFSQ15 Parmer Lane

New Rates - CPI Adjustment

CPI ADJUSTMENT CALCULATION

BASE (1982-84) = 100	100
Master Contract (PSA) September 2023	299.657
JUNE 2025 (LATEST DATA)	312.330
DELTA	4.23%

B2Z Engineering, LLC

GEOTECHNICAL & MATERIALS TESTING

CLASSIFICATIONS	APPROVED RATE (per hour)	PROPOSED RATE (per hour)
Project Manager	$260.00	**$ 271.00**
Quality Manager	$245.00	**$ 255.00**
Engineer (Senior)	$250.00	**$ 261.00**
Engineer (Geotechnical)	$210.00	**$ 219.00**
Engineer (Project)	$200.00	**$ 208.00**
Engineer (Design)	$185.00	**$ 193.00**
Engineer-In-Training	$120.00	**$ 125.00**
Engineer Technician - Senior	$140.00	**$ 146.00**
Engineer Technician	$80.00	**$ 83.00**
Inspector	$115.00	**$ 120.00**
CADD Operator	$90.00	**$ 94.00**
Administrative/Clerical	$85.00	**$ 89.00**
DIRECT EXPENSES		
Mileage (per mile)	Current IRS Rate	
Highway Toll Charges Actual Cost	Actual Cost	
Parking Fees Actual Cost	Actual Cost	
Postage	Current Postal Rate	
Construction Truck 4x4 (Day rate)	$80.00	

No changes to expenses

No changes to expenses

B2Z ENGINEERING

GEOTECHNICAL & CONSTRUCTION MATERIALS TESTING SERVICES

Direct Expenses

Geotechnical Field Services	
Mobilization (Drill Rig and Crew)	$475.00/Day
Stand-By Time	$205.00/Hr
Texas Cone Penetration Test (Tex-132)	$6.00/Ea.
Soil Boring / Solid Stem	$40.00/Lf
Soil Boring / Hollow Stem	$40.00/Lf
Soil Boring / Mud Rotary	$40.00/Lf
Mileage (Logger-Soil Tech)	Current IRS Rate
Support Truck (Dodge 3500 flat bed w/ 500 gallon water tank, diesel tank and tools)	$1.75/Mi.
Soil Testing	
Preparing Soil and Flexible Base Materials for Testing - Tex-101-E	$85.00/Ea.
Moisture Content Determination - ASTM D2216/Tex-103-E	$20.00/Ea.
Determination of Liquid Limit of Soils - Tex-104-E	$45.00/Ea.
Determination of Plastic Limit of Soils - Tex-105-E	$45.00/Ea.
Determination of Plasticity Index of Soils – Tex-106-E	$45.00/Ea.
Atterberg Limits of Soils - ASTM D 4318	$135.00/Ea.
Bar Linear Shrinkage of Soils - Tex-107-E	$45.00/Ea.
Particle Size Analysis of Soils (Gradation) - ASTM D 422/Tex-110-E	$90.00/Ea.
Material Finer #200 Sieve - ASTM D 1140/Tex-111-E	$60.00/Ea.
Lime Series Testing (PI Relation) - Tex-112-E	$225.00/Ea.
Lime Series Testing (pH Relation) - Tex-121-E (Part III)	$400.00/Ea.
Moisture-Density Relationship (TxDOT) - Tex-113-E /Tex-114-E	$225.00/Ea.
Standard Proctor - ASTM D 698	$225.00/Ea.
Modified Proctor - ASTM D 1557	$225.00/Ea.
Field Density Test (Nuclear) (Equipment charge) - ASTM D 6938/Tex-115-E	$20.00/Ea.
Determination of Soil pH - Tex-128-E	$70.00/Ea.
Soil-Lime Testing - Tex-121-E (Part I)	$175.00/Ea.
Resistivity of Soils - Tex-129-E	$110.00/Ea.
Sulfate Content of Soils - Tex-145-E	$95.00/Ea.
Organic Content of Soils – Tex-148-E	$60.00/Ea.
Texas Wet Ball Mill (Material Quality) - Tex-116-E	$250.00/Ea.
Triaxial Compression (Dist. Soil & Base) - Tex-117-E	$2,300.00/Ea.
Unconfined Compression-Soil - ASTM D 2166	$55.00/Ea.
Uniaxial Compression-Rock - ASTM D 7012	$65.00/Ea.
Consolidation Test - ASTM D 2435	$600.00/Ea.
Pulverization Gradation – Tex-101-E (Part III)	$100.00/Ea.
Mechanical Grain Analysis ASTM D 6913	$100.00/Ea.
Organic Content Determination (Ignition) ASTM D 2974	$60.00/Ea.

No changes to expenses

B2Z ENGINEERING

Coarse & Fine Aggregate Quality Testing	
Sieve Analysis (Dry)(4 Sieves) - ASTM C 136/Tex-200-F	$65.00/Ea.
Sieve Analysis (Washed)(4 Sieve) - ASTM C 136/Tex-200-F	$75.00/Ea.
Sieve Analysis (Conc. Aggregate)(5 Sieve) - Tex-401-A	$90.00/Ea.
Sieve Analysis (Additional Sieves) - All Methods	$15.00/Ea.
Deleterious Material (Coarse Aggr.) - Tex-217-F (Part I)	$50.00/Ea.
Deleterious Material (Concrete Aggr.) - Tex-413-A	$50.00/Ea.
Decantation (Coarse Aggr.) - Tex-217-F (Part II)	$50.00/Ea.
Decantation Test (Fine Aggr. - Conc.) - ASTM C 117/Tex-406-A	$50.00/Ea.
Specific Gravity/Absorp. (Conc. Aggr) - ASTM C127/Tex-403-A	$80.00/Ea.
L.A. Abrasion - ASTM C13/ Tex-410-A	$500.00/Ea.
Soundness (5 Cycle Magnesium Sulfate) - ASTM C 88/Tex-411-A	$500.00/Ea.
SSD Unit Weight of Aggregates - ASTM C29/Tex-404-A	$70.00/Ea.
Percent Voids/Solids in Conc. Aggr. - Tex-405-A	$15.00/Ea.
***(In Conjunction w/ SSD Unit Wt of Aggregates)**	
Sand Equivalent - ASTM D 2419/Tex-203-F	$80.00/Ea.
Specific Gravity / Absorption (Fine Aggr.) - ASTM C 128/Tex -403-A	$65.00/Ea.
Organic Impurities in Fine Aggregate -ASTM C 87/Tex -408-A	$50.00/Ea.
Fineness Modulus of Fine Aggregate - Tex-402-A	$15.00/Ea.
Flat & Elongated Particles (Coarse Aggr.) - Tex-280-F	$60.00/Ea.
Coarse Aggr. Crushed Face (Coarse Aggr.) - Tex-460-A (Part I)	$60.00/Ea.
Acid Insoluble of Fine Aggregate - Tex-612-J	$90.00/Ea.
Pavement Testing (Mix & Roadway) / Asphalt Quality	
Sieve Analysis (Paving Mix Gradation) - Tex-236-F/Tex-200-F	$95.00/Ea.
Bulk Specific Gravity and Water Absorption of Aggregates – Tex-201-F	$100.00/Ea.
Lab Method of Mixing Bituminous Mixtures (set of 3) – Tex-205-F	$145.00/Ea.
Compacting Specimens Using the Texas Gyratory Compactor (set of 3) - Tex-206-F	$95.00/Ea.
Determine Drain down Characteristics in Bituminous Mixtures – Tex-235-F	$60.00/Ea.
Asphalt Content - Tex-236-F	$95.00/Ea.
Voids in Mineral Aggr. (VMA) - Tex-207-F	$90.00/Ea.
Boil Test (Effect of Water on Paving Mix) - Tex-530-C/Tex-531-C	$90.00/Ea.
Indirect Tensile Strength Test - Tex-226-F	$62.50/Ea.
Moisture Content (Paving Mix) - Tex-212-F (Part II)	$18.00/Ea.
Lab Molded Density - Tex-207-F	$90.00/Ea.
Hamburg Wheel Tracker - Tex-242-F	$1,000.00/Ea.
Field Coring – ACP Thickness - ASTM D 3549	$70.00/Ea.
Pavement Thickness Det. (Full Depth) - ASTM D 3549	$95.00/Ea.
Density of Cores (4 or 6 inch) (Set of 2) - Tex-207-F	$80.00/Ea.
In-Place Air Voids - Tex-207-F	$25.00/Ea.
Maximum Theoretical SPG (Rice Gravity) - Tex-227-F	$95.00/Ea.
Extraction/Sieve Analysis/Asphalt Content - Tex-210-F/Tex-200-F	$250.00/Ea.
Asphalt Rolling Pattern (Nuclear Method) - Tex-207-F (Part IV)	$45.00/Ea.

No changes to expenses

Segregation Profile - Tex-207-F (Part V)	$315.00/Ea.
Joint Density - Tex-207-F (Part VII)	$315.00/Ea.
Tack Coat Adhesion - Tex-243-F	$100.00/Ea.
Thermal Profile - Tex-244-F	$200.00/Ea.
Ride Quality - Tex-1001-S	By Quote
Concrete/Masonry Field & Laboratory Testing	
Capping Cyl. Concrete Specimen – Tex-450-A	$15.00/Ea.
Compressive Strength of Cyl. Specimen - ASTM C 39/Tex-418-A	$25.00/Ea.
Grout Prism Prep./Cure/Comp. Strength - ASTM C 39	$35.00/Ea.
Mortar Cube Prep./Cure/Comp. Strength - ASTM C 109	$35.00/Ea.
Masonry Unit Prep. /Comp. Str. (Set of 3) - ASTM C 140	$250.00/Ea.
Masonry Unit SPG/Abs./Unit Wt. (Set of 3) - ASTM C 140	$250.00/Ea.
Miscellaneous Testing	
Drilled Shaft Slurry Density - Tex-130-E (Part II)	$25.00/Ea.
Drilled Shaft Slurry Sand Content - Tex-130-E (Part III)	$25.00/Ea.
Drilled Shaft Slurry Viscosity - Tex-130-E (Part IV)	$25.00/Ea.
Lime (Compliance with DMS 6350) (Tex-600-J)	$300.00/Ea.
Asphalt Binder (Compliance with DMS-6310)	$500.00/Ea.
Engineering Review, Evaluation, Management & Administration	
Test Report	$25.00/Ea.

Commissioners Court - Regular Session **55.**

Meeting Date: 08/26/2025

Ronald Reagan Blvd. Segment C2 THC Antiquities Permit Application

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission (THC), required as part of the Due Diligence Environmental Investigation on the Ronald Reagan Boulevard Segment C2 project, a 2023 Road Bond project in Commissioner Precinct 3.

Background

The permit requests the approval of an intensive archaeological pedestrian survey with subsurface testing required by the Texas Historical Commission (THC) on the Ronald Reagan Boulevard Segment C2 project. No investigation will take place until a permit is received from the THC. Portions of the attached application have been redacted prior to placement on the court agenda, to protect restricted information. Redacted information will be included in the application to the THC. Project: P672

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RRSegC2-THC-AntiquitiesPermit-Application-Redacted

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/21/2025 08:40 AM
Form Started By: Marie Walters		Started On: 08/20/2025 05:49 PM
Final Approval Date: 08/21/2025		

TEXAS HISTORICAL COMMISSION

ANTIQUITIES PERMIT APPLICATION FORM ARCHEOLOGY

GENERAL INFORMATION

I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) Ronald Reagan Boulevard (Segment C2) Improvements Project
County (ies) Williamson
USGS Quadrangle Name and Number Leander NE, TX (30097-F7)
UTM Coordinates Zone 14 R E 613287.5 N 3400827.6
Location 1.7 miles (2.8 kilometers) of Ronald Reagan Boulevard beginning at County Road (CR) 289 and extending west to Ranch-to-Market (RM) 2338
Federal Involvement ❑ Yes × No
Name of Federal Agency
Agency Representative

II. OWNER (OR CONTROLLING AGENCY)

Owner Williamson County
Representative Presiding Officer
Address 710 S. Main St. Suite 101
City/State/Zip Georgetown, TX. 78626
Telephone (include area code) 512.943.1100 Email Address ctyjudge@wilco.org

III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

Sponsor Same as Owner
Representative
Address
City/State/Zip
Telephone (include area code) Email Address

PROJECT INFORMATION

I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name Joey O'Keefe, M.A., RPA
Affiliation SWCA Environmental Consultants
Address 4407 Monterey Oaks Boulevard, Suite 110, Bldg.1
City/State/Zip Austin, Texas 78749
Telephone (include area code) 512-475-0891 Email Address joey.okeefe@swca.com

(OVER)

ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)

II. PROJECT DESCRIPTION

Proposed Starting Date of Fieldwork August 2025
Requested Permit Duration 5 Years _____ Months (1 year minimum)
Scope of Work (Provided an Outline of Proposed Work) See attached scope of work

III. CURATION & REPORT

Temporary Curatorial or Laboratory Facility SWCA Austin Office
Permanent Curatorial Facility Center for Archaeological Studies at Texas State University

IV. LAND OWNER'S CERTIFICATION

I, _____, as legal representative of the Land Owner, Williamson County, do certify that I have reviewed the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Owner, Sponsor, and Principal Investigator are responsible for completing the terms of the permit.
Signature _____ Date _____

V. SPONSOR'S CERTIFICATION

I, _____, as legal representative of the Sponsor, _____, do certify that I have review the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Sponsor, Owner, and Principal Investigator are responsible for completing the terms of this permit.
Signature _____ Date _____

VI. INVESTIGATOR'S CERTIFICATION

I, Joey O'Keefe, as Principal Investigator employed by SWCA Environmental Consultants (Investigative Firm), do certify that I will execute this project according to the submitted plans and research design, and will not conduct any work prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Principal Investigator (and the Investigative Firm), as well as the Owner and Sponsor, are responsible for completing the terms of this permit.
Signature Joseph O'Keefe Date 07/10/2025

Principal Investigator must attach a research design, a copy of the USGS quadrangle showing project boundaries, and any additional pertinent information. Curriculum vita must be on file with the Archeology Division.

FOR OFFICIAL USE ONLY

Reviewer _____ Date Permit Issues _____
Permit Number _____ Permit Expiration Date _____
Type of Permit _____ Date Received for Data Entry _____

Texas Historical Commission
Archeology Division
P.O. Box 12276, Austin, TX 78711-2276
Phone 512-463-6096
thc.texas.gov

SWCA
ENVIRONMENTAL CONSULTANTS
Sound Science. Creative Solutions.®

4407 Monterey Oaks Boulevard
Building 1, Suite 110
Austin, Texas 78749
Tel 512.476.0891 Fax 512.476.0893
www.swca.com

July 10, 2025

Rebecca Shelton
Texas Historical Commission
P.O. Box 12276
Austin, Texas 78711-2276

Re: Request for Antiquities Permit to Conduct Cultural Resources Investigations for the Ronald Reagan Boulevard (Segment C2) Improvements Project, Williamson County, Texas / SWCA Project No. 87699-012

Dear Rebecca Shelton:

This letter is a request for a Texas Antiquities Permit (TAP) to conduct cultural resources investigations for the Ronald Reagan Boulevard (Segment C2) Improvements Project (project) in Williamson County, Texas. The project consists of ground disturbing activities along approximately 1.7 miles (2.8 kilometers) of Ronald Reagan Boulevard beginning at County Road (CR) 289 and extending west to Ranch-to-Market (RM) 2338. The proposed right-of-way (ROW) for the project is generally 300 feet (91.4 meters [m]) wide. Overall, the project encompasses approximately 81 acres (32.8 hectares [ha]) and includes 57.2 acres (23.2 ha) of existing ROW, 4.5 acres (1.8 ha) of new ROW along the north side of the existing Ronald Reagan Boulevard, and 19.3 acres (7.8 ha) of new ROW along the south side of the existing Ronald Reagan Boulevard (project area). The maximum depth of impact for the project is 10 feet (3 m) below surface.

According to the attached cultural resources background review conducted for the project area, the northern ROW was previously investigated for cultural resources in 2007 (TAP No. 4381), and portions of the northern ROW were previously surveyed in 2022 (TAP No. 30750) and 2024 (TAP No. 32029). Each of the previous investigations recommended that no additional work was needed within the ROW. Therefore, SWCA proposes to conduct cultural resources investigations only within the 19.3 acres (7.8 ha) of the unsurveyed proposed new southern ROW for the project.

As the proposed project is being undertaken by Williamson County, a political subdivision of the State of Texas, a Texas Antiquities Permit is required in accordance with the Antiquities Code of Texas (Texas Natural Resource Code, Title 9, Chapter 191) and accompanying Rules of Practice and Procedure (Texas Administrative Code, Title 13, Chapter 26). Based on the current project understanding, no federal regulatory compliance is anticipated.

If you have any questions or concerns, please contact me at (512) 476-0891, extension 111236, or joey.okeefe@swca.com.

Sincerely,

Joey O'Keefe, M.A., RPA
Principal Investigator

PROPOSED SCOPE OF WORK FOR THE CULTURAL RESOURCES INVESTIGATION FOR THE RONALD REAGAN BOULEVARD (SEGMENT C2) IMPROVEMENTS PROJECT, WILLIAMSON COUNTY, TEXAS

Project Landowner and Sponsor – Williamson County
Project Consultant – SWCA Environmental Consultants
Principal Investigator – Joey O'Keefe, M.A., RPA
Date – July 10, 2025

INTRODUCTION

At the request of Williamson County, SWCA Environmental Consultants (SWCA) proposes to conduct cultural resources investigations for the Ronald Reagan Boulevard (Segment C2) Improvements Project (project) in Williamson County, Texas. The project consists of ground disturbing activities along approximately 1.7 miles (2.8 kilometers [km]) of Ronald Reagan Boulevard beginning at County Road (CR) 289 and extending west to Ranch-to-Market (RM) 2338 (Figures 1 and 2). The proposed right-of-way (ROW) for the project is generally 300 feet (91.4 meters [m]) wide. Overall, the project encompasses approximately 81 acres (32.8 hectares [ha]) (project area).

As the proposed project is being undertaken by Williamson County, a subdivision of the state, the project will be subject to review under the Antiquities Code of Texas (ACT), and the archaeological field investigation will require a Texas Antiquities Permit. At this time, there is no federal nexus for the project; therefore, Section 106 of the National Historic Preservation Act (54 United States Code 306108) and its implementing regulations (36 Code of Federal Regulations [CFR] 800) are not applicable to these investigations.

According to the cultural resources background review conducted for the project area (see *Background Review*), the northern ROW was previously investigated for cultural resources in 2007 (Texas Antiquities Permit [TAP] No. 4381) (Lawrence 2007), and portions of the northern ROW were also surveyed in 2022 (TAP No. 30750) (Nichols and Shipp 2022), and in 2024 (TAP No. 32029) (Brownlow and Berube 2025). Each of the previous investigations recommended that no additional work was needed. Therefore, SWCA proposes to conduct an intensive archaeological pedestrian survey with systematic shovel testing only within the 19.3 acres (7.8 ha) of the unsurveyed proposed new southern ROW for the project (see Figure 2).

The goal of the work will be to identify any previously recorded prehistoric and historic-age archaeological sites in the project area; locate any previously undiscovered archaeological sites; establish vertical and horizontal site boundaries, as appropriate with regard to the project area; and evaluate the significance and eligibility of any site recorded for listing in the National Register of Historic Places (NRHP) and for designation as a State Antiquities Landmark (SAL). All work will be conducted in accordance with the ACT.

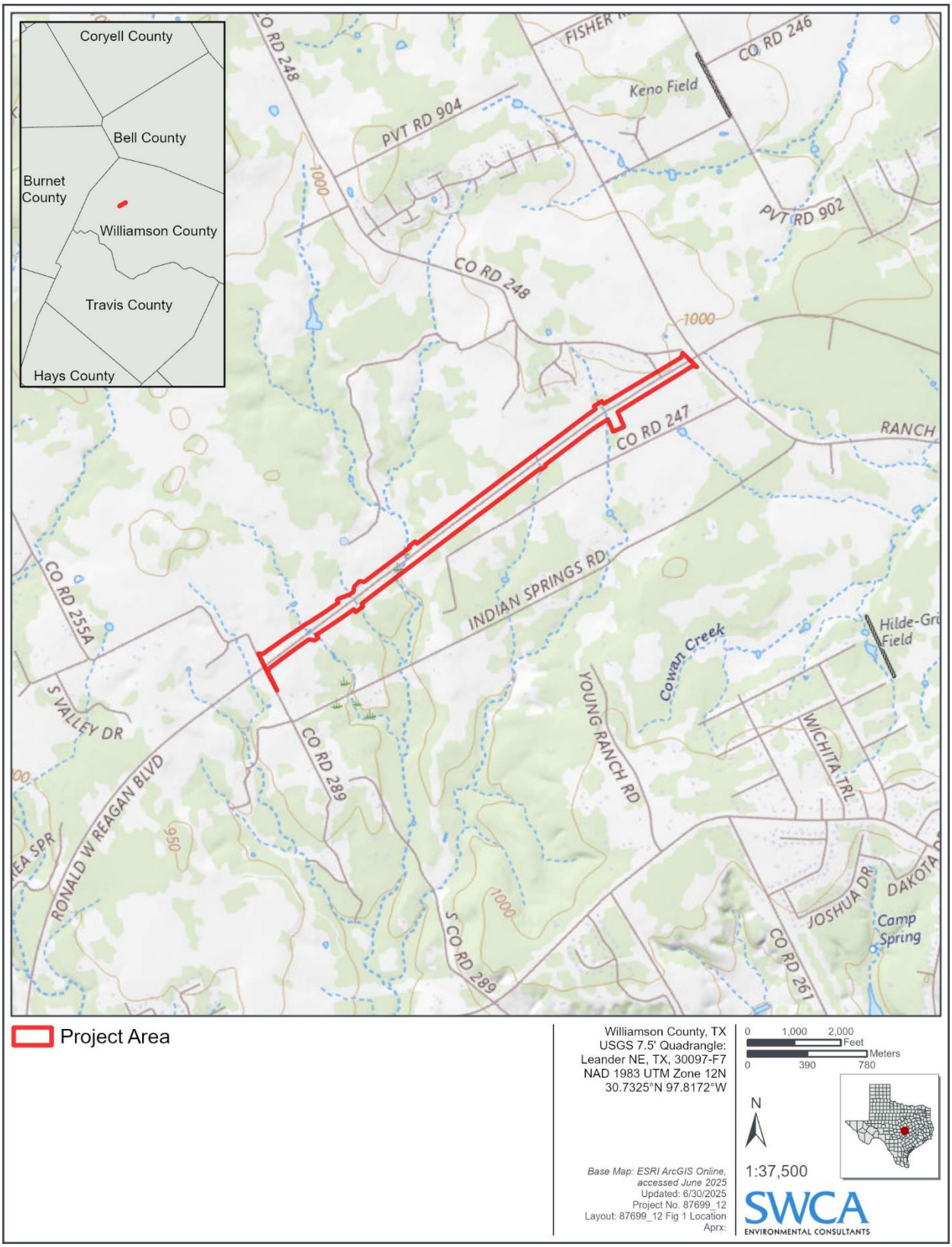


Figure 1. Project location map.

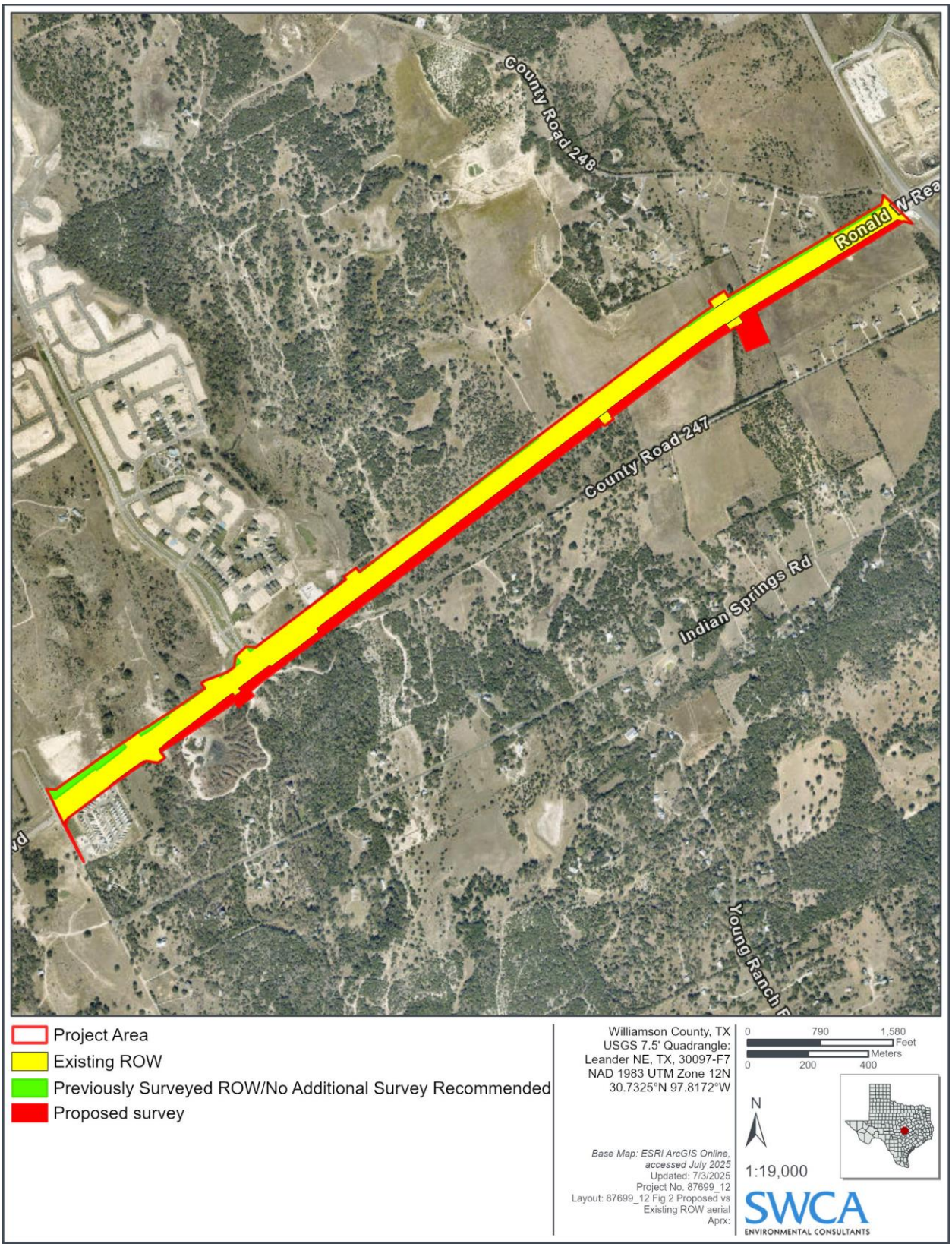


Figure 2. Project area overview map.

Project Description

The project area appears on the *Leander NE, Texas* (3097-324), U.S. Geological Survey (USGS 1962) 7.5-minute topographic quadrangle map. The project area is located approximately 3.9 miles (6.3 km) south of Andice in Williamson County, Texas. The proposed project includes construction of a new two-lane roadway adjacent to the existing roadway that will serve as southbound lanes for Ronald Reagan Boulevard. The newly constructed roadway will consist of 12-foot (3.7-m)-wide lanes, 4-foot (1.2-m)-wide shoulders, turn lanes, and intersection improvements. The existing Ronald Reagan Boulevard roadway will be overlayed and restriped to serve as the northbound lanes with added shoulders. Additionally, the project will include turn lanes at Benton Lane and three bridges, multiple staging areas, and locations for side streets, driveways, and reconstruction of existing transportation infrastructures extending from the ROW.

Overall, the project encompasses approximately 81 acres (32.8 hectares [ha]) and includes 57.2 acres (23.2 ha) of existing ROW, 4.5 acres (1.8 ha) of new ROW along the north side of the existing Ronald Reagan Boulevard, and 19.3 acres (7.8 ha) of new ROW along the south side of the existing Ronald Reagan Boulevard (see Figure 2). The maximum depth of impact for the project is 10 feet (3 m) below surface.

Project Setting

The project area crosses the Balcones Canyonlands subregion within the Edwards Plateau ecoregion (Griffith et al. 2007). The physiography of the area is described as dissected plateaus and escarpments with stair-stepped topography. Additionally, physiography includes moderate to high gradient streams with bedrock, cobble, and gravel substrates (Griffith et al. 2007:63).

Geology

The underlying geology throughout the project area consists of Cretaceous-age Walnut Clay formations including Bee Cave Marl (Kbc) (51.4 acres [20.8 ha]), Keys Valley Marl (28.8 acres [11.7 ha]), and Upper Glen Rose Limestone formation (0.8 acre [0.3 ha]) (Table 1; Figure 3) (Barnes 1974; USGS 2025a). These formations are typically soft, white marls, limestone, and dolomite, and contain megafossils (USGS 2025a).

Table 1. Geology in the Project Area (listed in order of prevalence)

Symbol	Name	Period	Epoch or Series	Group	Acres	Percentage of Project Area
Kbc	Bee Cave Marl	Cretaceous	Comanchean	Fredericksburg Group	51.4	63.4
Kkv	Keys Valley Marl	Cretaceous	Comanchean	Fredericksburg Group	28.8	35.6
Kgru	Upper Glen Rose Formation	Cretaceous	Comanchean	Trinity Group	0.8	1.0
Total					**81.0**	**100.0**

Sources: Barnes (1974); USGS (2025a).

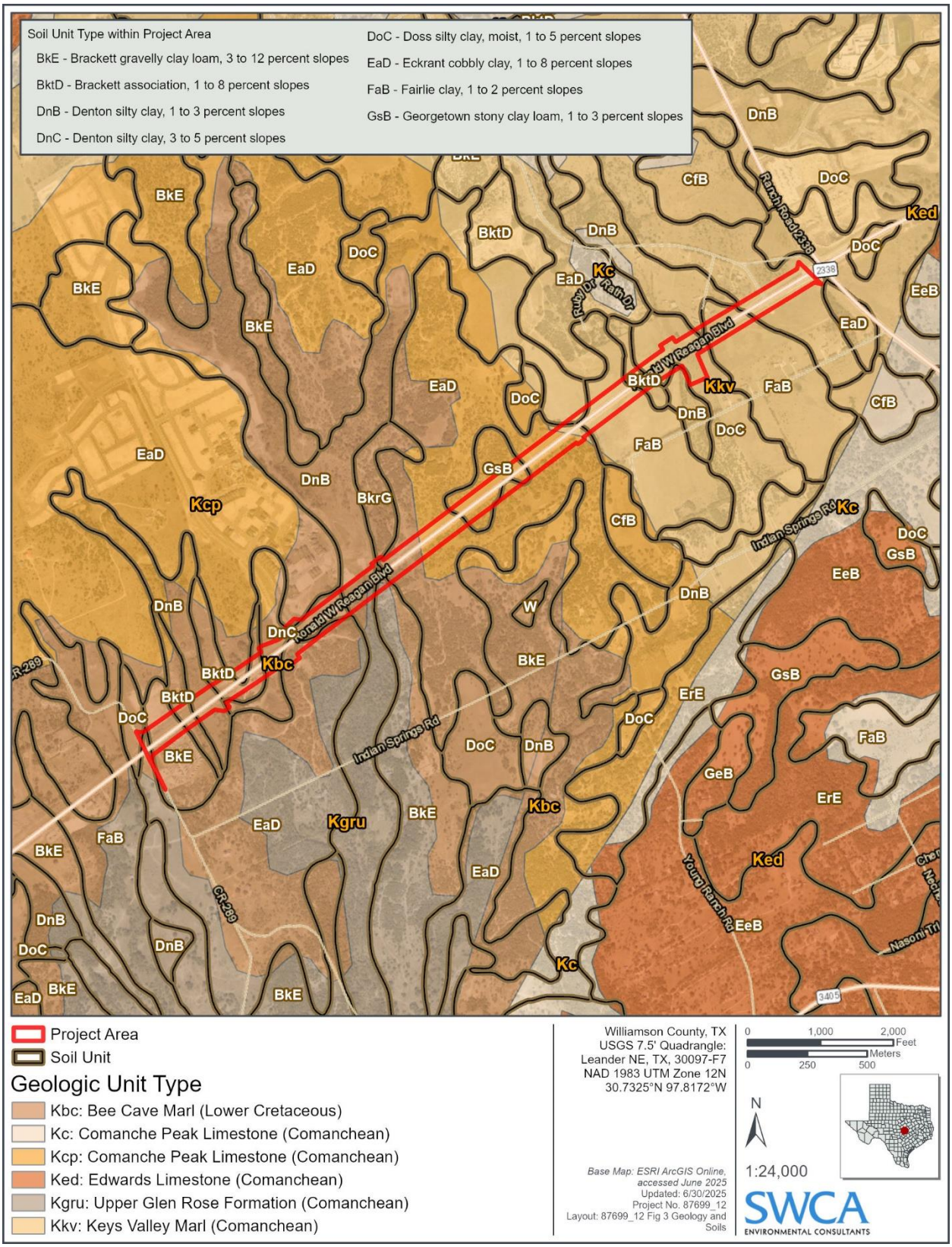


Figure 3. Project area soils and geology map.

Soils

According to the Natural Resources Conservation Service (NRCS 2019), there are nine soil series mapped within the project area (Table 2; see Figure 3). The mapped soils within the project area are formed from Cretaceous age limestone and limestone residuum with A-horizons that terminate between 6–12 inches (15–30 centimeters [cm]) below surface. Additionally, none of the mapped soils are alluvial or aggrading, suggesting the project area possesses a low potential to contain buried archaeological resources. The soil and geologic data together suggest the project area has a low probability of containing buried cultural materials.

Table 2. Soils in the Project Area (listed in order of prevalence)

Soil Name	Symbol	Age/Formation/ Parent Material	Thickness of A-horizon	Acres	Percentage of Project Area
Eckrant cobbly clay, 1 to 8 percent slopes	EaD	Limestone residuum	0–12 inches (0–30 cm)	20.6	25.5
Doss silty clay, moist, 1 to 5 percent slopes	ErE	Limestone and marl residuum	0–8 inches (0–20 cm)	15.2	18.7
Fairlie clay, 1 to 2 percent slopes	FaB	Upper Cretaceous	0–12 inches (0–30 cm)	9.9	12.2
Denton silty clay, 3 to 5 percent slopes	DnC	Cretaceous age limestone	0–6 inches (0–15 cm)	8.4	10.4
Denton silty clay, 1 to 3 percent slopes	DnB	Cretaceous age limestone	0–6 inches (0–15 cm)	8.2	10.1
Brackett association, 1 to 8 percent slopes	BktD	Cretaceous age limestone	0–6 inches (0–15 cm)	7.2	8.9
Georgetown stoney clay loam, 1 to 3 percent slopes	GsB	Cretaceous age limestone	0–7 inches (0–18 cm)	6.9	8.5
Brackett gravelly clay loam, 3 to 12 percent slopes	BkE	Cretaceous age limestone	0–6 inches (0–15 cm)	4.6	5.7
Brackett-Rock outcrop-Reak Complex, 8 to 30 percent slopes	BkrG	Cretaceous age limestone	0–6 inches (0–15 cm)	<1.0	<0.1
Total				**81.0**	**100.0**

Source: NRCS (2019)

Note: Totals may not sum exactly due to rounding.

BACKGROUND REVIEW

An SWCA archaeologist performed a background review in July 2025 for cultural resources within a 0.6-mile (1.0-km) buffer surrounding the project area (study area) (Figures 4 and 5). SWCA reviewed the Texas Archeological Sites Atlas (Atlas), a restricted, online database maintained by the THC and the Texas Archeological Research Laboratory, for any previously conducted archaeological surveys and previously recorded historic-age or prehistoric archaeological sites located in or near the project area (THC 2025a). The Atlas also provides data on NRHP properties and districts, SALs, Official Texas Historical Markers (OTHMs), cemeteries, historic trails, and local neighborhood surveys. Listings are limited to projects under purview of the ACT or the National Historic Preservation Act (NHPA) of 1966; therefore, all previous work conducted in an area may not be available.

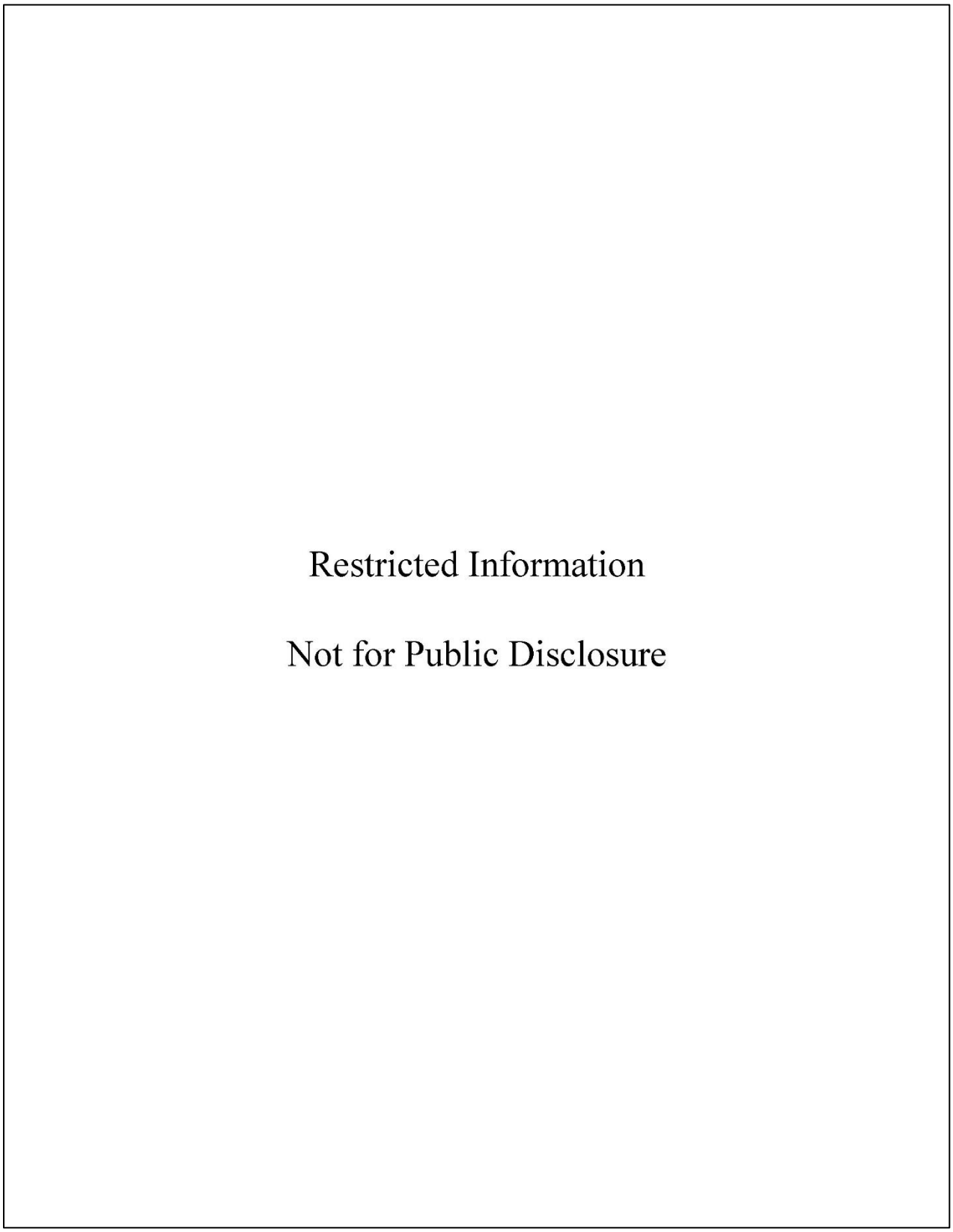


Figure 4. Cultural resources background review results map.

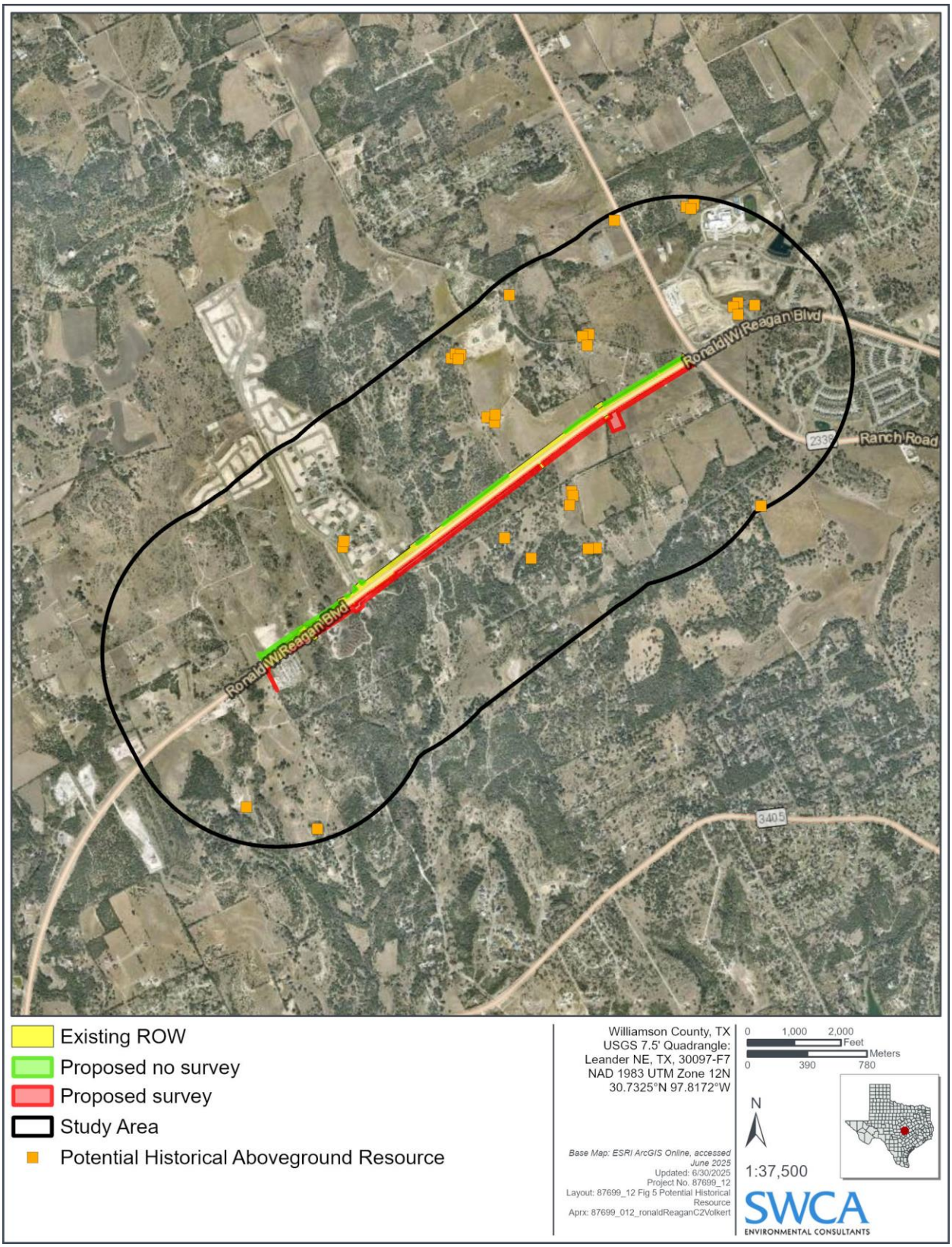


Figure 5. Potential historical aboveground resources map.

An SWCA architectural historian examined the Texas Department of Transportation (TxDOT) Historic Resources Aggregator (Aggregator), which maps properties and districts determined eligible for the NRHP, National Historic Landmarks, and local historic districts (TxDOT 2025). The Aggregator also has a data set for the 1936 Texas Centennial Markers, a type of OTHM eligible for the NRHP under Criterion A for Social History in the *Monuments and Buildings of the Texas Centennial Multiple Property Submission Documentation Form* (TxDOT 2025; Wilson and Smith 2018). Additional review of historical properties included examination of the Texas Freedom Colonies Project and the Texas Department of Agriculture (TDA) Family Land Heritage Centennial Farms (TDA 2025; Texas Freedom Colonies Project 2025).

As part of the review, SWCA also examined the TxDOT Historic Overlay, a mapping/geographic information system (GIS) data set with historical maps and resource information covering most portions of the state (Foster et al. 2006), historical USGS quadrangle maps available on the USGS TopoView website (USGS 2025b), and historical aerial photography contained on the Nationwide Environmental Title Research (NETR) Historic Aerials website (NETR 2025) to determine if any historic-age resources such as potential historic resources (PHR) and/or features are located within the project and study areas.

The review determined that 12 previously conducted cultural resources investigations, 11 previously recorded archaeological sites (i.e., 41WM511, 41WM512, 41WM689, 41W1117, 41WM1160, 41WM1161, 41WM1386, 41WM1387, 41WM1402, 41WM1431, and 41WM1559) and two known cemeteries (one of which is part of an NRHP district and has an OTHM [Marker No. 13762) are within the study area (see Figure 4). No SALs, NHLs, RTHLs, local historic districts, recorded freedom colonies, or FLH Centennial Farms were identified within the project or study areas. Additionally, a total of 31 PHRs are within the study area; none of which are within the current project area (see Figure 5).

Previous Cultural Resources Surveys

During the background review, 12 previously conducted cultural resources surveys were identified within the cultural resources study area, three of which intersect the project area (Atlas No. 8500013832, 8500082327, and 8500083389) (Table 3) (see Figure 4).

Table 3. Previous Cultural Resources Surveys Within the Study Area

Survey Date	Location	Project name	Sponsor / Agency	Investigating Firm	THC Atlas Number	TAC Permit	Sites Recorded Within Study Area
–	Within study area	–	–	–	8500080420	–	None
2003	Within study area	Parmer Lane	Williamson County	Archaeological and Cultural Sciences Group	8500018304	2752	None
2006	Within study area	Municipality of Williamson County	TxDOT	Horizon Environmental Services, Inc.	8500013823	4273	None
2007	**Within project area**	**Ronald W. Reagan Boulevard North Phase II**	**Williamson County**	**SWCA**	**8500013832**	**4381**	**41WM512, 41WM1160, 41WM1161**
2007	Within study area	Ronald W. Reagan Boulevard North Phase III	Williamson County	SWCA	8500015334	4475	None

Survey Date	Location	Project name	Sponsor / Agency	Investigating Firm	THC Atlas Number	TAC Permit	Sites Recorded Within Study Area
2017	Within study area	Survey of the Fisher Tract	Georgetown Independent School District (ISD)	Terracon Consultants, Inc.	8500080422	8094	None
2017	Within study area	Survey of the Willrae Tract	City of Florence	Terracon Consultants, Inc.	8500080580	8232	41WM1386
2019	Within Study area	Georgetown Independent School District (ISD) Elementary School	Georgetown ISD	Horizon Environmental Services, Inc.	8500081015	8796	None
2020	Within study area	Parmer Ranch Middle School	Georgetown ISD	Terracon Consultants, Inc.	8500081740	9429	41WM1431
2022	**Within project area**	**Benton Tract Lift Station and Force Main**	**Williamson County**	**aci consulting**	**8100022845**	**30750**	**41WM512, 41WM1160, 41WM1161**
2023	**Within project area**	**Proposed 524-acre Nolina Development**	**Municipal Utility District**	**LJA Environmental Services, LLC**	**8100024107**	**32029**	**None**
2024	Within study area	CR 255 Roadway Improvement Project	Williamson County	SWCA	8500082773	30858	None

Sources: Brownlow et al. (2025), Lawrence (2007), Nichols and Shipp (2022), THC (2025a).

Note: Bold rows indicate previously recorded surveys within project area.

In 2007, SWCA conducted a cultural resources investigation for the Ronald W. Reagan Boulevard North Phase II Roadway project under TAP No. 4381 (Lawrence 2007; THC 2025a). The investigations were conducted within an approximately 4.9-mile (7.9-km)-long by approximately 200-foot (61-m)-wide corridor for the now constructed Ronald Reagan Boulevard. During the investigation, a total of 37 shovel tests were placed in areas suggested to have the highest potential for intact cultural materials, all of which were negative. One previously recorded site, 41WM512, was revisited, and two historic-age archaeological sites (41WM1160 and 41WM1161) were newly recorded as a result of the investigations. Each of the sites were recommended as ineligible as a SAL and for listing in the NRHP, and no additional cultural resources work was recommended (Lawrence 2007; THC 2025a). The 2007 SWCA survey encompasses the entirety of the proposed new ROW on the north side of Ronald Reagan Boulevard.

In 2022, aci consulting (aci) conducted cultural resources investigation for the Benton Tract Lift Station and Force Main project under TAP No. 30750 (Nichols and Shipp 2022; THC 2025a). During the investigations, eight shovel tests were conducted within the project area, one of which was positive for cultural materials. Sites 41WM512, 41WM1160, and 41WM1161 were revisited during the investigation. Due to the amount of disturbance from previous road construction and utility installation, each of the sites were recommended as ineligible as SALs and for listing in the NRHP, and no further work was recommended (Nichols and Shipp 2022; THC 2025a). The previous investigation intersected with and overlapped the eastern extent of the proposed new northern ROW for approximately 1.1 miles (1.8 km).

In 2023, LJA Environmental Services, LLC, conducted cultural resource investigations for the Nolina Development project located north of Ronald Reagan Boulevard under TAP No. 32029 (Brownlow and Berube 2025; THC 2025a). Site 41WM1559 was recorded as a result of the investigation. However, the archaeologists determined the site had been previously disturbed and possessed minimal research value. The site was recommended ineligible as a SAL and for listing in the NRHP, and no further work was recommended (Brownlow and Berube 2025; THC 2025a). The investigations intersect the northern ROW near the intersection of Ronald Reagan Boulevard and Wild Nolina Way.

Previously Recorded Archaeological Sites

The background review identified 11 archaeological sites within the study area, three of which (i.e., 41WM512, 41WM1160, and 41WM1161) intersect the project area (Table 4; see Figure 4).

Table 4. Recorded Sites within the Study Area

Trinomial	Date Recorded	Location	Time Period	Site Type	NRHP Eligibility/ Comments
41WM511	–	Within study area	Not available on the Atlas	Not available on the Atlas	Not available on the Atlas
41WM512	**1985**	**Within project area**	**Early to Middle Archaic**	**Lithic scatter**	**Ineligible (2022)**
41WM689	1985	Within study area	Archaic to Late Prehistoric	Open campsite, burned rock midden	Not available on the Atlas
41WM1117	2005	Within study area	Prehistoric	Lithic scatter	Ineligible (2022)
41WM1160	**2007**	**Within project area**	**Early to Middle Twentieth Century**	**Historic-age refuse scatter**	**Ineligible (2022)**
41WM1161	**2007**	**Within project area**	**Early Twentieth Century**	**Historic-age well and refuse scatter**	**Ineligible (2007)**
41WM1386	2017	Within study area	Early to Middle Twentieth Century	Homestead	Ineligible (2018)
41WM1387	2017	Within study area	Early to Middle Twentieth Century	Homestead	Ineligible (2018)
41WM1402	2019	Within study area	Prehistoric	Lithic scatter	Ineligible (2019)
41WM1431	2020	Within study area	Late 19th to Early Twentieth Century	Historic-age stacked stone walls	Ineligible (2020)
41WM1559	2024	Within study area	Early to Middle Twentieth Century	Historic-age stacked stone wall	Not available on the Atlas

Sources: Lawrence (2007), Nichols and Rice (2022a, 2022b, 2022c), THC (2025a, 2025b, 2025c, 2025d).

Site 41WM512 was originally recorded in 2007 by SWCA during the Ronald W. Reagan Boulevard North Phase II Roadway project (Lawrence 2007). The site was recorded as a surficial lithic scatter with late-stage reduction debitage. No diagnostic artifacts were observed during the recording of the site. SWCA recommended the site as ineligible as a SAL and for listing in the NRHP and no additional cultural resources work was recommended. The site was revisited in 2022 by aci during the Benton Tract Lift Station and Force Main project (Nichols and Rice 2022a). Archaeologists with aci encountered a surficial lithic artifact scatter with a minor subsurface component. However, no diagnostic materials were identified, and the site was recommended ineligible as a SAL and for listing in the NRHP within ROW and no additional cultural resources work was recommended (Nichols and Rice 2022a). The THC determined the site to be ineligible as a SAL and for listing in the NRHP in 2022 (THC 2025b).

Site 41WM1160 was originally recorded in 2007 by SWCA during the Ronald W. Reagan Boulevard North Phase II Roadway project (Lawrence 2007). The site was recorded as a surficial historic-age artifact scatter comprised mainly of domestic debris consisting of tin cans and glass fragments, 10 sanitary cans, amorphous metal fragments, a few bottle glass fragments (colorless and aqua), a milk can, and a hole-in-cap tin can. SWCA recommended that the site was ineligible as a SAL and for listing in the NRHP and no additional cultural resources work was recommended (Lawrence 2007). The site was revisited in 2022 by aci during the Benton Tract Lift Station and Force Main project (Nichols and Rice 2022b). Archaeologists with aci relocated the historic-age artifact scatter and recorded various automotive parts and a dispersed scatter of domestic debris. The site was recommended ineligible as a SAL and for listing in the NRHP within that project's ROW and no additional cultural resources work was recommended (Nichols and Rice 2022b). The THC determined the site to be ineligible as a SAL and for listing in the NRHP in 2022 (THC 2025c).

Site 41WM1161 was originally recorded in 2007 by SWCA during the Ronald W. Reagan Boulevard North Phase II Roadway project (Lawrence 2007). The site was recorded as a historic-age water well with a single course of limestone blocks and an associated sparse surficial historic-age artifact scatter. SWCA recommended that the site was ineligible as a SAL and for listing in the NRHP and no additional cultural resources work was recommended (Lawrence 2007). The site was revisited in 2022 by aci during the Benton Tract Lift Station and Force Main project (Nichols and Rice 2022c). No evidence of the site was observed during the site revisit. As a result, aci recommended that the site was ineligible as a SAL and for listing in the NRHP and no additional cultural resources work was recommended (Nichols and Rice 2022c). The THC determined the site to be ineligible as a SAL and for listing in the NRHP in 2007 (THC 2025d).

Cemeteries/ NRHP District/ OTHM

The Rocky Hollow Cemetery (WM-C056) and associated NRHP-eligible district are located just south of the eastern extent of the project area. The cemetery also has an OTHM (Marker No. 13762) (see Figure 4). The Rocky Hollow Cemetery is approximately one acre in size with burials dating from 1865 to present. In the 1850s, a group of pioneer Black slaves came to this area from Union County, Arkansas, and founded what is now known as the Rocky Hollow Community. This cemetery was soon established on land given by Thomas P. Chapman. Although it was used before the Civil War began, the first marked grave, that of Confederate veteran William Bacon Tucker, is dated 1865. Known in earlier times as Bullion and as Little Arkansas, Rocky Hollow Cemetery continues to be maintained by descendants of the community's founders and of many ex-slaves (THC 2025a, 2025e). The project will not impact the cemetery, NRHP district, or OTHM.

The Fore Cemetery (WM-C055), also known as Wiley Fore Cemetery and/or Fore Graveyard, is located southwest of the project area along CR 289 (see Figure 4). The cemetery contains a minimum of 188 interments dating from 1884 to present (THC 2025a; THC 2025f). The cemetery was designated as a Texas Historical Cemetery in December 2024. The project will not impact the cemetery.

Historical Map Review

The historical map review identified 31 PHRs within the cultural resources study area, none of which intersect the project area (see Figure 4). Current aerial imagery indicates that few of these PHRs are extant. All PHRs are depicted on the 1962 *Leander NE, Texas,* USGS 7.5-minute topographic quadrangle map, many of which are located near the periphery of the study area (see Figure 4) (Google Earth 2025; NETR 2025; USGS 1962, 2025b).

PROPOSED SCOPE OF WORK

Once an Antiquities Permit has been obtained, SWCA will conduct an archaeological field survey within the 19.3 acres (7.8 ha) of the unsurveyed proposed new ROW along the southern side of the existing Ronald Reagan Boulevard (survey area). The field survey will be performed by a team of SWCA archaeologists walking the proposed survey area. SWCA will incorporate approximately 100-foot-wide (30.5-m-wide) transects with archaeologists examining the ground surface for artifacts and features. The survey will be of sufficient intensity to determine the nature, extent, and, if possible, potential significance of any cultural resources located within the proposed survey area. Subsurface explorations will be accomplished through shovel testing. The placement and quantity of these excavations will depend on the level of disturbance within the proposed project boundary and the nature of the soils, geology, and topography.

Shovel tests will be excavated according to the Council of Texas Archeologists (CTA) standards (CTA 2020) promulgated by the THC. For linear projects, THC standards require a minimum of 16 shovel tests per linear mile of approximately 100-foot-wide (30.5-m-wide) ROW. Based on these standards, a minimum of 28 shovel tests will be required within the proposed survey area for this project. Any deviations from these standards will be clearly discussed and explained in the resulting report for the investigation. Shovel tests will be approximately 12 inches (30 centimeters [cm]) in diameter and excavated in arbitrary 8-inch (20-cm) levels to 31 inches (80 cm) below surface or culturally sterile deposits, whichever comes first. The matrix will be screened through ¼-inch mesh. The location of each shovel test will be plotted using a sub-meter accurate global positioning system (GPS) receiver, and each test will be recorded on appropriate project field forms. Areas with previously recorded sites or other cultural resources revealed in the background review will require additional shovel testing to explore the nature of the cultural deposits. In the event that shovel test excavations determine the potential for cultural deposits deeper than 31 inches (80 cm) below surface, SWCA will make recommendations for any areas that would require deep testing (i.e., backhoe trenching) if future impacts from the proposed project are anticipated to be deeper than 31 inches (80 cm) below surface.

Potential Deep Testing Area Review

SWCA geoarchaeologist, Analise Hollingshead, M.A., reviewed the survey area to determine if deep mechanical investigations (i.e., backhoe trenching) are warranted and, if so, to what extent. The soils, geology, and lack of significant terrace development along the adjacent first-order creek in the survey area preclude the likelihood of intact, deeply buried cultural deposits; therefore, deep testing investigations are not warranted within the survey area, as currently defined. In the event that shovel test excavations determine the potential for cultural deposits deeper than 31 inches (80 cm) below surface, SWCA will make recommendations for any areas that require deep testing (i.e., backhoe trenching). If deep testing is determined to be necessary, an ACT permit amendment detailing this proposed methodology will be submitted to the THC for review and approval.

Site Documentation

If an archaeological site is encountered during the investigation, it will be explored as much as possible with consideration to land access constraints. All recorded sites will be mapped in detail and plotted on USGS 7.5-minute topographic quadrangle maps with a hand-held, sub-meter accurate GPS unit and appropriate project maps for planning purposes. All discovered sites will be assessed regarding potential significance so that recommendations can be made for property management (i.e., avoidance, non-avoidance, or further work).

All discovered cultural resources will be delineated and recorded following CTA standards. An archaeological site is defined as physical evidence of human activity that is at least 50 years old and contain, or are characterized by, one or more of the following criteria:

- Ten or more artifacts (of any class and type) within a 50-foot (15-m) diameter area. Fire-cracked rock or artifacts that all appear to originate from a single source (e.g., one ceramic pot drop, one broken glass bottle) are not considered a site; however, discrete, single knapping episodes (activity areas) are also treated as a site.

- One or more datable archaeological features (with or without associated artifacts);

- Two or more undatable archaeological features within 100 feet (30.5 m) of each other; or

- A single undatable feature with associated artifacts.

If an archaeological site is discovered during the investigation, SWCA will excavate a minimum of six shovel tests within the site to define horizontal and vertical site boundaries. Site delineation shovel tests will be excavated in a cruciform pattern at 50-foot (15-m) intervals or less until two negative shovel tests are encountered in each direction or landform limits are reached. Cultural manifestations observed greater than 100 feet (30.5 m) apart will be considered spatially unrelated, and cultural materials that do not fit within the aforementioned archaeological site criteria will be considered Isolated Occurrences (IO). As such, occurrences will be recorded, noting the type and quantity of materials, as well as the size and shape of any features, architectural/construction details, possible function, and any potential relationship to nearby cultural materials. Additionally, guidelines set forth by the THC's *Guidance for Studying Late 19th-Century and Early 20th-Century Sites* (THC 2025g) will be followed for any historic-age sites documented within the project area.

SWCA proposes a non-collection survey. Artifacts will be tabulated, analyzed, and documented in the field, but not collected. Temporally diagnostic artifacts will be described in detail and photographed in the field. This policy will reduce curation costs once the fieldwork is concluded; however, as per the stipulations of the Antiquities Permit, all paperwork and photographs generated during the field investigation must be curated at an approved repository.

Reporting and Curation

SWCA will prepare a draft report of the investigation detailing the results of the archaeological survey. The report will conform to THC and CTA reporting standards (CTA 2024). The report will document the general nature of the survey area, the methodology used in the investigation, the presence and condition of any previously recorded sites revealed in the records review, the general nature and extent of cultural resources encountered during the archaeological survey, recommendations on the need for further work, and the potential significance of the cultural resources regarding future development and NRHP/SAL status.

SWCA will submit a digital draft copy of the report to Williamson County for review and comment. Once this has been accomplished, SWCA will incorporate any appropriate edits and will submit a final draft report to the THC for review and comment. As part of completing Antiquities Permit requirements, SWCA will furnish two electronic copies of the final report on a tagged PDF formatted CD, as well as project area shapefiles, to the THC, and complete an Abstracts in Texas Contract Archeology Summary form and abstract text online. Field records will be curated at an approved curatorial facility, which in this case, is the Center for Archaeological Research at The University of Texas at San Antonio, per requirements of the ACT.

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Commissioners Court - Regular Session **56.**

Meeting Date: 08/26/2025

CR 305 RS&H Contract Amendment No. 2 and Work Authorization No. 2

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Contract Amendment No. 2 to the CR 305 contract executed March 19, 2024, between Williamson County and RS&H, Inc. and Work Authorization No. 2 relating to the 2023 Road Bond Program.

Background

This Contract Amendment No. 2 amends the Exhibit D - Rate Schedule in the Master Contract utilizing the CPI Adjustment Calculation. This adjustment allows for the execution of Work Authorization No. 2 for design services in the amount of $1,568,176.48 and terminates on 8/31/2026. Project: P686 Fund Source: Road Bond

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR305-RSH-PSAAmendment02

CR305-RSH-WA02

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/21/2025 08:42 AM
Form Started By: Marie Walters		Started On: 08/20/2025 05:56 PM
Final Approval Date: 08/21/2025		

Docusign Envelope ID: 144D5DDE-F29A-4902-BCA3-CFAFEA806C59

CONTRACT AMENDMENT NO. 2
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT: CR 305

THIS CONTRACT AMENDMENT NO. 2 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Te xas, (the "County") and RS&H, Inc.(the "Engineer") and becomes effective as of the date of t he 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 $ 2,900,000 ; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D-2 (must be attached).

All other terms of the Contract are unchanged and will remain in full force and effect.

Docusign Envelope ID: 144D5DDE-F29A-4902-BCA3-CFAFEA806C59

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
By: DocuSigned by: Nick Arnio A4AC4C7EA0AB41B...	By: _____
Signature	Signature
Nicholi A. Arnio, PE, PTOE, ENV SP	_____ _____
Printed Name	Printed Name
Vice President	_____
Title	Title
August 19, 2025	_____
Date	Date

LIST OF ATTACHMENTS:

Attachment D-2 – Rate Schedule

APPROVED
By Christen Eschberger at 4:18 pm, Aug 20, 2025

EXHIBIT D-2 RATE SCHEDULE

Rates were Adjusted

RS&H, Inc. Wilco CR 305	
CLASSIFICATION	**RATE SCHEDULE IN PSA EXHIBIT D-2 (per hour)**
Project Principal	$ 318.43
Project Manager	$ 303.02
Sr. QC Reviewer	$ 297.89
Senior Project Engineer	$ 282.48
Project Engineer	$ 205.44
Design Engineer	$ 174.62
Jr. Engineer	$ 148.94
EIT	$ 121.21
Senior GIS Technician	$ 184.90
Sr Engineer Technician	$ 171.54
CADD Operator	$ 92.45
Senior Env Project Manager	$ 209.55
Senior Env Planner	$ 190.03
Env Scientist	$ 102.72
Admin/Clerical	$ 112.99
Sr. Structural Engineer	$ 297.89
Structural Engineer	$ 220.85
Jr. Structural Engineer	$ 159.22
Sr. Drainage Engineer	$ 205.44
Traffic Engineer	$ 185.92

CPI ADJUSTMENT CALCULATION	
BASE (1982-84) = 100	100
MARCH 2024 PSA SIGNED	304.490
JULY 2025	312.771
DELTA	2.72%

EXHIBIT D-2 RATE SCHEDULE

Rates were Adjusted

AG3 Group, LLC Wilco CR 305	
CLASSIFICATION	**RATE SCHEDULE IN PSA EXHIBIT D-2 (per hour)**
Survey RPLS Task Leader	$ 261.94
Survey RPLS Senior	$ 154.08
Surveyor-In-Training	$ 118.13
Survey Technician	$ 97.58
Project Coordinator--Lidar	$ 159.22
Lidar Processing Technician	$ 107.86
Field Coordinator	$ 97.58
Admin/Clerical	$ 77.04
1 Person Survey Crew	$ 128.40
2 Person Survey Crew	$ 179.76
3 Person Survey Crew	$ 210.58
DIRECT EXPENSES No Change	
UAS Lidar/Photogrammetry System	$2500/day
Terrestrial Laser Scanner	$130/hour
Ground Target	$30/each
Survey Control Monutment (poured)	$300/each

CPI ADJUSTMENT CALCULATION	
BASE (1982-84) = 100	100
MARCH 2024 PSA SIGNED	304.490
JULY 2025	312.771
DELTA	2.72%

EXHIBIT D-2 RATE SCHEDULE

Rates were Adjusted

Altura Solutions, LLC Wilco CR 305	
CLASSIFICATION	**RATE SCHEDULE IN PSA EXHIBIT D-2 (per hour)**
Sr. Accessibility Specialist	$ 258.48
Accessibility Specialist	$ 118.65
Admin/Clerical	$ 90.70

CPI ADJUSTMENT CALCULATION	
BASE (1982-84) = 100	100
MARCH 2024 PSA SIGNED	304.490
JULY 2025	312.771
DELTA	2.72%

EXHIBIT D-2 RATE SCHEDULE

Rates were Adjusted

EDGE Engineering, PLLC Wilco CR 305	
CLASSIFICATION	**RATE SCHEDULE IN PSA EXHIBIT D-2 (per hour)**
Project Manager	$ 308.16
Sr. QC Reviewer	$ 297.89
Senior Project Engineer	$ 267.07
Project Engineer	$ 205.44
Design Engineer	$ 169.49
EIT	$ 128.40
Senior GIS Technician	$ 184.90
Sr Engineer Technician	$ 143.81
CADD Operator	$ 128.40
Admin/Clerical	$ 102.72
Sr. Drainage Engineer	$ 267.07

CPI ADJUSTMENT CALCULATION	
BASE (1982-84) = 100	100
MARCH 2024 PSA SIGNED	304.490
JULY 2025	312.771
DELTA	2.72%

EXHIBIT D-2 RATE SCHEDULE

Rates were Adjusted

HDR Engineering Inc. Wilco CR 305	
CLASSIFICATION	**RATE SCHEDULE IN PSA EXHIBIT D-2 (per hour)**
Principal-in-charge	$ 408.83
Project Manager	$ 350.28
Sr. QC Reviewer	$ 351.30
Senior Project Engineer	$ 280.43
Project Engineer	$ 185.92
Design Engineer	$ 164.35
EIT	$ 134.56
Admin/Clerical	$ 100.67
Sr. Structural Engineer	$ 308.16
Structural Engineer II	$ 276.32
Structural Engineer I	$ 216.74
Senior CADD Technician	$ 195.17
CADD Technician	$ 133.54

CPI ADJUSTMENT CALCULATION	
BASE (1982-84) = 100	100
MARCH 2024 PSA SIGNED	304.490
JULY 2025	312.771
DELTA	2.72%

EXHIBIT D-2 RATE SCHEDULE

Rates were Adjusted

Hicks & Company Enironmental/Archeoligical Consultants Wilco CR 305	
CLASSIFICATION	**RATE SCHEDULE IN PSA EXHIBIT D-2 (per hour)**
Sr. Project Manager	$ 195.83
Sr. Environmental Planner	$ 168.92
Sr. Environmental Scientist	$ 151.48
Sr. Environmental Specialist	$ 147.73
Environmental Planner IV	$ 142.38
Environmental Scientist IV	$ 134.82
Environmental Specialist IV	$ 126.72
Environmental Scientist III	$ 114.47
Environmental Specialist III	$ 107.27
Environmental Specialist II	$ 103.68
Environmental Specialist I	$ 94.33
Admin/Clerical	$ 87.31
DIRECT EXPENSES No Change	
Regulatory Database Search	$700/ea
Dosimeter Rental	$100/ea

CPI ADJUSTMENT CALCULATION	
BASE (1982-84) = 100	100
MARCH 2024 PSA SIGNED	304.490
JULY 2025	312.771
DELTA	2.72%

EXHIBIT D-2 RATE SCHEDULE

Rates were Adjusted

Raba Kistner, Inc. Wilco CR 305	
CLASSIFICATION	**RATE SCHEDULE IN PSA EXHIBIT D-2 (per hour)**
Project Manager	$ 209.65
Sr. QC Reviewer	$ 261.94
Senior Project Engineer	$ 239.93
Project Engineer	$ 163.45
Design Engineer	$ 186.98
EIT	$ 150.04
Geotechnical Logger	$ 122.26
Senior Geotech Technician	$ 94.30
Geotech Technician	$ 79.32
Geotech Laboratory Technician	$ 84.99
Geologist	$ 158.21
Senior GIS Technician	$ 113.16
CADD Technician	$ 107.66
Administrative Coordinator	$ 73.34
DIRECT EXPENSES No Change	
FIELD OPERATIONS	
Mobilization of drill rig	$ 600.00 each
Logger Truck	$ 68.01 per day
3 in. Thin wall Shelby Tube sampling	$ 24.40 per ft
Hollow Stem Drilling	$ 30.89 per ft
NX Rock Coring (shale)	$ 40.31 per ft
NX Rock Coring (limestone)	$ 53.04 per ft
Standard Penetration Testing (SPT)	$ 29.92 per test
TCP with intermittent sampling	$ 32.88 per test
Bentonite Backfill	$ 7.00 per ft
Standard Pavement Coring	$ 93.05 each
Concrete/AC patch	$ 79.38 each
Standby (setup time and cleanup)	$ 284.29 per hr
Brush Clearing	$3,200/day
LABORATORY TESTING	
Atterberg Limits	$ 125.84 each
Moisture Content	$ 16.65 each
Sieve Analysis (passing No. 200)	$ 70.75 each
Sieve Analysis (passing No. 4, 40, 200)	$ 120.04 each
Sulfate Testing	$ 125.12 each
Organics Content	$ 125.12 each
Unconfined Compression (Soil)	$ 60.06 each
Unconfined Compression (Rock)	$ 75.46 each
Direct Shear	$ 650.18 each
Consolidated Undrained (CU) Triaxial Comp Test	$ 1,925 each
Lime Series (Tex-121-E Part III)	$ 452.33 each
Moisture Density Relationship (TEX-114-E)	$ 350.45 each
Texas Triaxial Compression (TEX-117-E)	$ 2,200 each
California Bearing Ratio (ASTM D 1833) includes moisture-density relationship test and 3 test specimens	$ 1,011.05 each
Each additional specimen	$ 220.20 each

CPI ADJUSTMENT CALCULATION	
BASE (1982-84) = 100	100
MARCH 2024 PSA SIGNED	304.490
JULY 2025	312.771
DELTA	2.72%

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EXHIBIT C

WORK AUTHORIZATION

WORK AUTHORIZATION NO. 2
PROJECT: Wilco Bond – CR 305

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 19th, 2024 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **RS&H**, Inc (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$1,568,176.48.**

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 August 31st, 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

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EXECUTED this _____.

ENGINEER:	COUNTY:
RS&H, Inc.	Williamson County, Texas
By: DocuSigned by: Nick Arnio 3A4AC487EA8AB41B...	By: _____
Signature	Signature
Nicholia A. Arnio, PE, PTOE, ENV SP	_____
Printed Name	Printed Name
Vice President	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

APPROVED
By Christen Eschberger at 4:23 pm, Aug 20, 2025

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ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY FOR THE CR 305

In general, Williamson County and its representatives to their best efforts will render services as follows:

1. Name, business address and phone number of County's project manager.

2. Assistance to the Engineer, as necessary, with obtaining data and information from other local, regional, State and Federal agencies required for this project.

3. Obtain Rights of Entry from landowners that are unwilling to grant access to the Engineer.

4. Provide available appropriate County data on file, plans and specifications that are deemed pertinent to the completion of the work required by the scope of services (including previous hydraulic studies, models, previous reports and studies, available existing traffic counts, and design year traffic projections).

5. Provide available criteria and full information as to the client's requirements for the project. Provide examples of acceptable format for the required deliverables.

6. Provide timely reviews and decisions necessary for the Engineer to maintain the project work schedule. Review recommendations offered by the Engineer, progress of work, and final acceptance of all documents.

7. Submittal of documentation to regulatory agencies for review and comment, when specified.

8. Support project development efforts with stakeholders, coordinate meetings and interface with stakeholders, as needed.

9. Post and maintain project information for public consumption on the County website.

10. Assist with Coordination between the Engineer and the County's other subconsultants.

11. Negotiate with all utility companies for any agreements and/or relocations required.

12. Provide an agent as necessary to secure proposed ROW.

13. Provide construction observation and review contractor pay applications and progress.

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14. Provide Engineer with Contractor submittals, Requests for Information (RFI's), shop drawings, and correspondence.

15. Review Engineer progress, submittals, and plan changes.

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ATTACHMENT B
SERVICES TO BE PROVIDED BY THE ENGINEER FOR CR 305

PROJECT DESCRIPTION

Project Limits

Project Limits are from IH 35 to CR 307 including the intersection, an approximate length of 1.5 miles.

Existing Facility

The existing facility is a 2-lane uncurbed asphalt facility with two cross culverts within the project limits. The existing intersection with CR 307 is uncontrolled and the intersection with the IH 35 frontage roads is 4-way stop controlled. The existing ROW is generally 50'.

Proposed Facility

Proposed facility consists of construction of an interim uncurbed 3-lane section, which is one half of an ultimate 6-lane divided facility. There is one bridge proposed at one stream crossings with 125' spans. Services include the design of the uncurbed 3-lane section.

Design Criteria

The proposed design criteria for the project will be developed from Williamson County, TxDOT, and City of Jarrell design criteria. TxDOT Criteria only applies to portions the project within TxDOT ROW (I-35). City of Jarrell criteria only applies to portions of the project within City ROW. It is anticipated that in most cases the most stringent of the design criteria will be used. If there is a conflict, the Engineer will notify the County to provide clarification. The project interim design will be based on the proposed schematic.

1. PROJECT MANAGEMENT

   a. COMMUNICATION:

      - Engineer shall designate one Licensed Professional Engineer (Texas) to be responsible for the project management, and all communications with the County and its representatives.

   b. MONTHLY PROGRESS REPORTS, INVOICES, AND BILLINGS (up to 9 months assumed):

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- Submit monthly progress status reports to the GEC. Progress reports will include: deliverable table, tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the County and its representatives. Subconsultant progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.

- Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current County requirements.

- If the number of meetings exceeds the assumed number as noted, additional scope and fee modifications may be required.

c. QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC) PLAN:

- Prepare a project specific QA/QC plan and submit to the County within thirty (30) days of notice to proceed.

- For each deliverable submittal, provide evidence of their internal review and mark-up of that deliverable as preparation for submittal and in accordance with submitted project specific QA/QC plan.

- Provide continuous QA/QC throughout the duration of the scheduled services included herein to appraise both technical and business performance and provide direction for project activities.

d. PROJECT COORDINATION & ADMINISTRATION:

- Prepare and maintain routine project record keeping including records of meetings and minutes.

- Correspondence and coordination will be handled through & with the concurrence of the GEC.

- Manage Project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, coordinate and review sub-consultant work, correspond with the County and its representatives, and assist the County and its representatives in preparing responses to Project-related inquiries.

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e. PROGRESS/COORDINATION MEETINGS (up to 18 external meetings assumed):

- Attend a kickoff meeting and coordination/progress meeting with the County and its representatives and stakeholders, as necessary to communicate development of the project and design issues.
- Prepare agenda and sign-in sheets for external coordination/progress meetings.
- Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting.
- Conduct internal coordination meetings as required to advance the development of the project.
- If the number of meetings exceeds the assumed number as noted, additional scope and fee modifications may be required.

f. PROJECT SCHEDULE:

- Maintain a project schedule indicating tasks, subtasks, critical dates, milestones, and deliverables. Submit to County as requested.

g. PROJECT DOCUMENTS/FILES:

- All contract documents, including native files, shall be turned over to the County at each milestone and at the completion of the project or as requested. Documents shall be posted to the County's project management database.

h. DELIVERABLES:

- Monthly Invoices and Progress Reports including Deliverable Table
- Project Specific QA/QC Plan
- Meeting Minutes, Sign-In Sheets, and Agendas
- Project Schedule and Updates
- Project Files
- QA/QC Documentation with Deliverable

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2. PUBLIC INVOLVEMENT

a. PUBLIC INVOLVEMENT SUPPORT

- Review the project's Public Involvement plan prepared by others.
- Provide information or data for fact sheets and FAQs (assume 1 fact sheet).
- Provide exhibits for website and other project information sites (up to **3** exhibits assumed).

b. PROPERTY OWNER MEETING SUPPORT

As this is a Road Bond Project, public involvement activities will be conducted through the County's existing public involvement contract with Rifeline. The engineer will provide support for the Public Involvement plans for the following activities:

- Prepare materials and provide support and exhibits for meetings with Individual Property Owners (up to **15** exhibits assumed).
- Provide property owner exhibits identifying parent tract (including area) and right-of-way acquisition (including parcel acquisition and remainder areas).
- Two people max will attend meetings as requested (up to **5** meetings assumed).
- If the number of meetings exceeds the assumed number as noted, additional scope and fee modifications may be required.

c. STAKEHOLDER MEETINGS

- Coordinate with affected state and local agencies and County's consultants.
- Prepare agendas, sign in sheets, meeting minutes, discussion topics, presentations, overall exhibits, and maps of the project limits for stakeholder coordination meetings. (up to **6** meetings assumed).
- If the number of meetings exceeds the assumed number as noted, additional scope and fee modifications may be required.
- Prepare meeting minutes for review via email within three (3) business days of the meetings.

d. DELIVERABLES:

- Input on fact sheets, FAQs, and exhibits for website.
- Property owner exhibits (native file, pdf, and hardcopies).
- Stakeholder meeting agendas, exhibits, and meeting minutes.

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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. INCORPORATE UTILITY INFORMATION INTO ENGINEERING DRAWINGS

- Incorporate utility information provided by others into design files. The Engineer will not be responsible for providing utility designs required from this project and the Engineer must make every effort to design around and prevent utility conflicts. Impacts to the project schedule due to utility coordination performed by others and utility designs performed by others are not the responsibility of the Engineer and may require additional scope and fee.
- Add utility notes to plans and exhibits as necessary.
- Consider/incorporate utility work into traffic control phasing plans as necessary.

b. UTILITY MEETINGS

- Meet with utility coordinator and review utility impacts and potential relocations to identify appropriate approach to reducing/mitigating impacts [up to 4 in-person meetings].
- Attend meetings with utilities as requested [up to 4 in-person meetings].
- If the number of meetings exceeds the assumed number as noted, additional scope and fee modifications may be required.
- Prepare meeting minutes for review via email within three (3) business days of the meeting.

c. DELIVERABLES:

- Utility information incorporated into plans and design files.
- Reviews of utility relocation plans.
- Utility meeting agendas, exhibits, and meeting minutes.

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4. RIGHT OF WAY (ROW) AND MAPPING

a. ROW MAP:

- Research and compile deed/plat records and build a working map from recorded data.
- Calculate approximate search data to recover right of way monumentation and make initial pass to recover right of way monumentation.
- Draft preliminary right of way map and list of impacted tracts.

b. PARCEL ACQUISITION DOCUMENTS (up to 40 parcel documents assumed, up to 40 staking assumed, up to 40 exhibits assumed):

- Upon approval of final schematic, prepare a right of way strip map.
- Prepare draft parcel sketches and field notes documents for right of way parcel and easement acquisition. Note any improvements requiring removal/relocation.
- Provide property owner exhibits identifying Parent tract (including area), Right-of-way acquisition (including parcel acquisition and remainder areas), and proposed improvements adjacent to the property as needed.
- Prioritize the parcels located at the south section of the project (eastbound).
- Address comments provided by the SME group.

c. MONUMENTATION AND ROW STAKING:

- Set appropriate monumentation in accordance with County requirements. Prepare signed and sealed documents for right of way parcel and easement acquisition.
- Stake proposed right of way with suitable markers as requested on a parcel by parcel basis for the purposes of fence construction, utility installation, or property owner requests.

d. DELIVERABLES:

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- Preliminary ROW Map and affected property owner list (drawing file, pdf, and hardcopies)
- Final ROW Map and affected property owner list (drawing file, pdf, and hardcopies)
- Draft Parcel Acquisition Documents (pdf)
- Final Parcel Acquisition Documents (one original and pdf)
- Property owner exhibits (drawing file, pdf, and hardcopies)

5. CONDEMNATION SUPPORT

a. CONDEMNATION HEARING EXHIBITS

- Prepare preliminary and final condemnation hearing exhibits for up to 10 ROW Parcels.
- Exhibits (each exhibit should include high-resolution aerial imagery) including the following information:
    - A vicinity map with an overall project layout and limits (beginning and end)
    - Existing and proposed typical road sections.
    - Parent tract (including area)
    - Right-of-way acquisition (including parcel acquisition and remainder areas),
    - Proposed improvements adjacent to the property.

b. CONDEMNATION HEARINGS

- Engineer will attend meetings with the attorney to prepare for the hearings.
- Engineer will attend up to 10 condemnation hearings in-person and testify as an expert witness on the Project to discuss matters related to drainage, grading, environmental compliance, basic hydrologic, hydraulic and geotechnical information.

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c. DELIVERABLES

- Preliminary and Final Condemnation Hearing Exhibits in pdf format.

6. SURVEYING

a. FIELD SURVEYING:

- Survey completed during the schematic phase of the project will be used for the interim design of the project. An additional field survey is anticipated due to final schematic revisions, recent developments along the project limits, and the intersecting side streets of CR 372 and CR 307.

b. DELIVERABLES:

- Provide Mapping in 2-D and 3-D MicroStation Files (Grid or Datum)
- DTM of Proposed Corridor

7. ENVIRONMENTAL SERVICES

a. TXDOT ENVIRONMENTAL CLEARANCE:

- Assuming the interim proposed improvements will intersect at the IH 35 frontage road, prepare environmental documentation utilizing the most current guidance located in TxDOT's online Environmental Compliance Toolkits. Information needed for the TxDOT clearance is anticipated to be required only for the work in TxDOT ROW; however, TxDOT clearance is required for the entire county project if state or federal funds are assigned.

- Prepare the appropriate level of documentation and conduct one Public Meeting as described under Public Involvement this includes assisting Williamson County and TxDOT if required in following this document through approval. This will include discussions of purpose and need, existing and proposed design, affected environment and environmental consequences including: historical and archeological, wildlife, vegetation, and endangered species, ROW, displacements, land use analysis, socioeconomic and environmental justice impacts, jurisdictional waters, water quality, wetlands, permits, floodplains, parkland, hazardous materials, aesthetics, construction impacts, air and noise, secondary and cumulative impacts, and items of special nature and conclusion.

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- The Engineer assumes it is not anticipated to prepare and submit any required Section 404 permit applications to the U.S. Army Corps of Engineers. If it is determined a Pre-construction Notification or Individual Standard Permit are required, additional scope and fee modifications may be required.

- Coordinate and correspond with the local county historic chairperson, Texas Parks and Wildlife Department, and the U.S. Fish & Wildlife Service.

- Assumes that the proposed improvements will be paid for with funds obtained through a loan from State or Federal sources or reimbursed with State or Federal funds,

b. DATA COLLECTION & FIELD RECONNAISSANCE:

- Obtain and update periodically publicly available information including but not limited to: locations of public buildings (schools, churches, parks), aerial photography, National Wetland Inventory maps, County Soil Survey maps, TCEQ & EPA Hazardous Materials Database information, FEMA floodplain information, vegetation information, environmental information from the appropriate local, state, or federal agencies, including for state and federally-listed species, Edwards Aquifer information.

- Conduct a regulatory records review to identify listed hazardous waste generators, treatment, storage and disposal facilities; solid waste landfills, unauthorized sites; documented spills; oil and gas exploration and production sites; and underground storage tank sites within the proposed site location. The review will also identify other environmental risks along the project corridor.

- Conduct field reconnaissance to visually inspect the project site for additional risks and field verify any environmental risks identified by the regulatory records review.

c. HAZARDOUS MATERIALS INITIAL SITE ASSESSMENT:

- Prepare a Hazardous Materials Initial Site Assessment (ISA) based on the data collection and field reconnaissance conducted and identify potential hazardous material sites that may be impacted by the proposed project.

d. SECTION 404 CLEAN WATER ACT COMPLIANCE:

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- Conduct a site visit that will delineate wetland boundaries and ordinary high-water marks of jurisdictional waters within the project ROW. It is anticipated that this project will be covered under a Nationwide Permit (NWP 14) without a pre-construction notification (PCN).

- Prepare a Waters of the U.S. Delineation Report identifying: specific impacts of the project on the Waters of the U.S., measures to minimize the impacts will be identified, and discuss applicable Section 404 options in accordance with current permits and conditions based on data collection and field reconnaissance.

- If it is determined, based on project impacts, that a PCN is required; a supplemental work authorization would be required. The Jurisdictional Waters Delineation Report and NWP with PCN are subject to the U.S. Army Corps of Engineers Forth Worth District review and issuance of a permit.

- Prepare a Surface Water Analysis Form in accordance with TxDOT Guidance.

e. ENDANGERED SPECIES ACT COMPLIANCE:

- Prepare a letter documenting the project's effects on federally listed Threatened & Endangered Species to document the project's compliance with the Endangered Species Act based on data collection and field reconnaissance.

- It is assumed there is a low probability of finding federally listed species or suitable habitats through a karst survey and a geological assessment.. If federally listed species or suitable habitat is present or would be impacted by the project, additional scope and fee modifications for consultation with the USFWS may be required.

- Prepare a Species Analysis Form in accordance with TxDOT Guidance.

- Prepare a Best Management Practices Form in accordance with TxDOT Guidance.

f. HISTORICAL SITE COMPLIANCE:

- Prepare a historic building survey that will follow the Secretary of the Interior's Standards and guidelines for Archeology and Historic Preservation and

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document historic buildings and structures within the Area of Potential Effect based on data collection and field reconnaissance.

- Prepare a Project Coordination Request for Historic Studies in accordance with TxDOT Guidance. No historic resources survey is anticipated to be required.

g. TEXAS ANTIQUITIES CODE (TAC) COMPLIANCE:

- Prepare an Archeological Background Study in accordance with TxDOT Guidance. No archaeological survey is anticipated to be required.

h. DELIVERABLES:

- Final Environmental Due Diligence Report
- Draft & Final Hazardous Materials Initial Site Assessment (ISA) Report
- Draft & Final Waters of the U.S. Delineation Report
- Draft & Final Surface Water Analysis Form
- Final Species Analysis Form
- Draft & Final Best management Practices Form
- Draft & Final Project Coordination Request for Historic Studies
- Draft & Final Archeological Background Study

8. PLAN PREPARATION

a. Plans shall be prepared per the current Williamson County Design Criteria Manual including applicable submittal requirements per PS&E Development Plan Submittal Checklist including: cost estimate, checklists, hardcopies, CAD files, comment responses, design waivers/exceptions, general notes, quantities, updated design schedule, construction time determination. The engineer will develop and submit the Plans, Specifications & Estimate (PS&E) at Over-the-Shoulder 30%, 30%, 60%, 90%, and 100% Final Design.

b. DESIGN CRITERIA & CONCEPTUAL LAYOUT (Pre-30% Submittal):

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- Review design criteria utilized for the existing approved ultimate schematic to develop interim schematic.
- Submit an updated Design Summary Form (DSF) and note any recommend changes to the previously approved design criteria.
- Prepare a conceptual layout of the Project based on the existing approved schematic showing the proposed project limits, typical sections, ROW, edge of pavement, sidewalk/SUP, bridge limits, existing utilities, and preliminary drainage (pipe, ditch, & pond locations).

c. ROADWAY:

- Prepare Title Sheet utilizing the templated provided by the County.
- Prepare Index of Sheet(s).
- Prepare project layout sheets that identify the project area and limits of work.
- Prepare horizontal and vertical alignment of the roadway and cross streets, existing and proposed typical sections for roadway and cross streets, cross sections for the roadway created at appropriate increments and at cross drainage structures.
- Prepare Survey Data Sheets that clearly indicate benchmark locations and associated control information.
- Prepare general notes for applicable project-specific items, utilizing the mater general notes provided by the County.
- Prepare summary sheet(s) that tabulate, combine, and summarize quantities of the various construction items.
- Prepare removal sheet(s) that clearly identify any items to be removed.
- Prepare roadway plan and profile sheets that depict the proposed construction.
- Prepare intersection layouts for up to nine (9) major intersections including the grading plan.
- Prepare up to twenty (20) Driveway Plan and Profile Sheets

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- Prepare roadway detail sheets for the project that depict details required, which are not defined in County or TxDOT standard detail sheets.

d. BRIDGE:

- The bridge ENGINEER shall coordinate with other engineering disciplines including roadway, hydraulics, and geotechnical to design and detail one bridge for the interim condition; including layout, span sheets, abutment details, and standard per TxDOT's Bridge Project Development Manual (August 2023), Load and Resistance Factor Design (LRFD) Bridge Design Manual (Sept 2024), and Bridge Detailing Guide (April 2022). Bridges will be designed to incorporate TxDOT standard details where applicable. The proposed interim facility is assumed to be two lanes with shoulders, and shared use path, constructed in a single phase crossing Bone Hollow Tributary. The abutment will have sloped stone riprap in front and along the approaches. For the ultimate condition, a separate bridge is assumed to be constructed. A single span bridge is anticipated, and the superstructure will be concrete TX I-Girders. The plan development level of effort based on the assumptions provided herein is as follows:

    - Bridge Layout – A bridge layout showing begin and end bridge in plan and elevation view will be provided for each bridge. This sheet will define overall bridge footprint geometry. It will provide low chord information and reference rip rap type, size, and extents information.

    - Estimated Quantities/Seat Elevations – Estimated bridge quantities will be developed in accordance with the construction specification. The substructure elevations will also be shown on this sheet. Calculation efforts associated with this sheet include quantity calculations and bridge geometry calculations.

    - Boring Logs – Reference Boring log information from Geotechnical report developed during the schematic phase. Include soil layers and elevations.

    - Abutment Details – Abutment detail sheets will show the geometry as well as reinforcing bar requirements and reinforcing bar quantities. Sheets will include foundation loads.

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- Span Sheets – These sheets will contain concrete slab details as well as reinforcing bar requirements. Calculation efforts associated with this detail includes live load distribution calculations, and prestressed slab beam design.
- Framing Plans – Beam geometry and layouts will be defined on these sheets.
- IGND Sheet – Girder material and strand details
- TxDOT Standard Plan Sheets/Details will be evaluated for applicability and included in the plans. They will be modified if needed.

e. DRAINAGE:

- The following hydrologic and hydraulic items are included for the Ultimate Condition:
  - Updated to HEC-RAS and HY-8 models for the following: Crossing A, B, and C.
  - Updated impervious cover delineation due to the roadway re-alignment.
  - Updated proposed hydrologic calculations due to the roadway realignment.
- Prepare hydraulic calculations for the design of drainage structures on the project and inclusion for the interim condition.
- Develop drainage area maps delineating drainage area boundaries based on USGS topographic maps, local contour maps, and/or field survey data.
- Design and detail storm sewer system, drainage outfalls, cross drainage structures, culverts, channels, roadside ditches, minimum side slopes, and erosion and sedimentation control.
- Per Schematic development, no detention ponds are needed, as each outfall meets Williamson County exemption requirements. Provide documentation along with supporting calculations justifying that the project is exempt from the

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on-site detention requirements stated in the Williamson County Design Criteria Manual.

- SCOUR ANALYSIS (up to 2 crossings assumed):
- Prepare a scour analysis for stream crossing(s) based on the design, results of boring data, and HEC-RAS hydraulic modeling of proposed bridge crossing per *Evaluating Scour at Bridges (HEC 18)*.
- IMPACT AND MITIGATION ANALYSIS:
- Prepare an impact analysis to determine increases in peak flow rates for the 100-year storm including: existing and proposed peak flow rates, mitigation analysis, routing of storm hydrographs through basins, calculate the volume of fill to be placed in the 100-year floodplain, and recommend locations for compensatory storage.

f. SIGNING, MARKINGS, & SIGNALIZATION:

- Prepare signing and marking layout per current version of Texas Manual of Uniform Traffic Control Devices (TMUTCD) and TxDOT standard details. Detail all non-standard signs or marking details as required for the project.
- It is assumed a traffic warrant study will not be prepared. If it is determined that a traffic warrant study is required, additional scope and fee modification may be required.
- It is assumed traffic signal operations analysis and traffic signal plan sheets will not be prepared. If it is determined that a traffic signal operations analysis and traffic signal plans sheets are required, additional scope and fee modifications may be required.
- It is assumed illumination plan sheets will not be prepared. If it is determined that illumination plan sheets are required, additional scope and fee modifications may be required.

g. TRAFFIC CONTROL:

- Prepare traffic control typical section(s) for each stage of the construction sequence to clearly delineate the position of the existing traffic with respect to the proposed construction.

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- Prepare traffic control plan sequence of construction narrative for the sequence of construction and traffic control general notes, phase layout sheets, and detour layout as needed to direct traffic around construction activities per Texas Manual of Uniform Traffic Control Devices (TMUTCD) and TxDOT standard details. The sequence of construction will be approved by the County prior to developing detailed TCP layouts.

- Prepare detailed TCP layouts for each phase of construction. Including the potential temporary roadway closure for the section near IH-35.

- Develop traffic control detail(s) for items not covered by the County, TMUTCD, or TxDOT standard details.

h. WATER QUALITY:

- Prepare water quality temporary and permanent Best Management Practices (BMPs) to comply with Texas Commission on Environmental Quality (TCEQ) regulations. The scope includes design of Vegetated Filter Strips (VFS). No ponds will be designed for this phase of the project. Develop a Draft and Final Water Pollution and Abatement Plan to be used. Submit Agent Authorization Form, application, and pay Application Fee(s).

- Prepare Stormwater Pollution Prevention Plan (SWPPP) and EPIC Sheet.

i. DELIVERABLES:

- Pre-30% Submittal: DSF, Typical Sections, and Conceptual Layout

- 30% PS&E Submittal: per 30% Plan Submittal Checklist

- 60% PS&E Submittal: per 60% Plan Submittal Checklist

- 90% PS&E Submittal: per 90% Plan Submittal Checklist

- 100% PS&E Submittal; per 100%/Final Plan Submittal Checklist

- Final PS&E Submittal; see 100%/Final Plan Submittal Checklist

- Draft & Final Water Pollution and Abatement Plan

- Draft & Final Drainage Report and Drainage Models

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- Draft & Final Scour Analysis

9. PERMITS

   a. TCEQ Water Pollution and Abatement Plan

      - Submit WPAP to TCEQ
      - Pay Application Fee(s).

   b. Utility Permits

      - City Permit – no additional cost

   c. TxDOT Agreements

      - Driveway Permit (tentative, pending final design)

10. BIDDING PHASE SERVICES

   a. BIDDING PHASE SERVICES:

      - Prepare all applicable construction documents for bidding including final signed and sealed plans with any joint bid utility plans incorporated; final general notes, specification list, special specifications and signed & sealed cover for project construction manual. Final construction time determination which also includes any joint bid utilities.
      - Attend the pre-bid meeting. Respond to bidder's questions during the bid period. Prepare project addenda (assumed up to three (3)) during bid period. Analyze contractor bids, prepare bid tabulation, and make recommendation for award to the apparent low bidder. Attend the pre-construction conference.

   b. DELIVERABLES:

      - Signed and sealed final bid documents
      - Addenda as necessary
      - Bid analysis and recommendation for award

11. EXCLUSIONS

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a. Route and Design Studies

b. Surveying – Right of Entry and Field Surveying

c. Schematic Development

d. Construction Phase Services

e. FEMA Coordination, including CLOMR and LOMR

f. Plan Preparation – Traffic Warrant Study, Signalization Design, Illumination Design

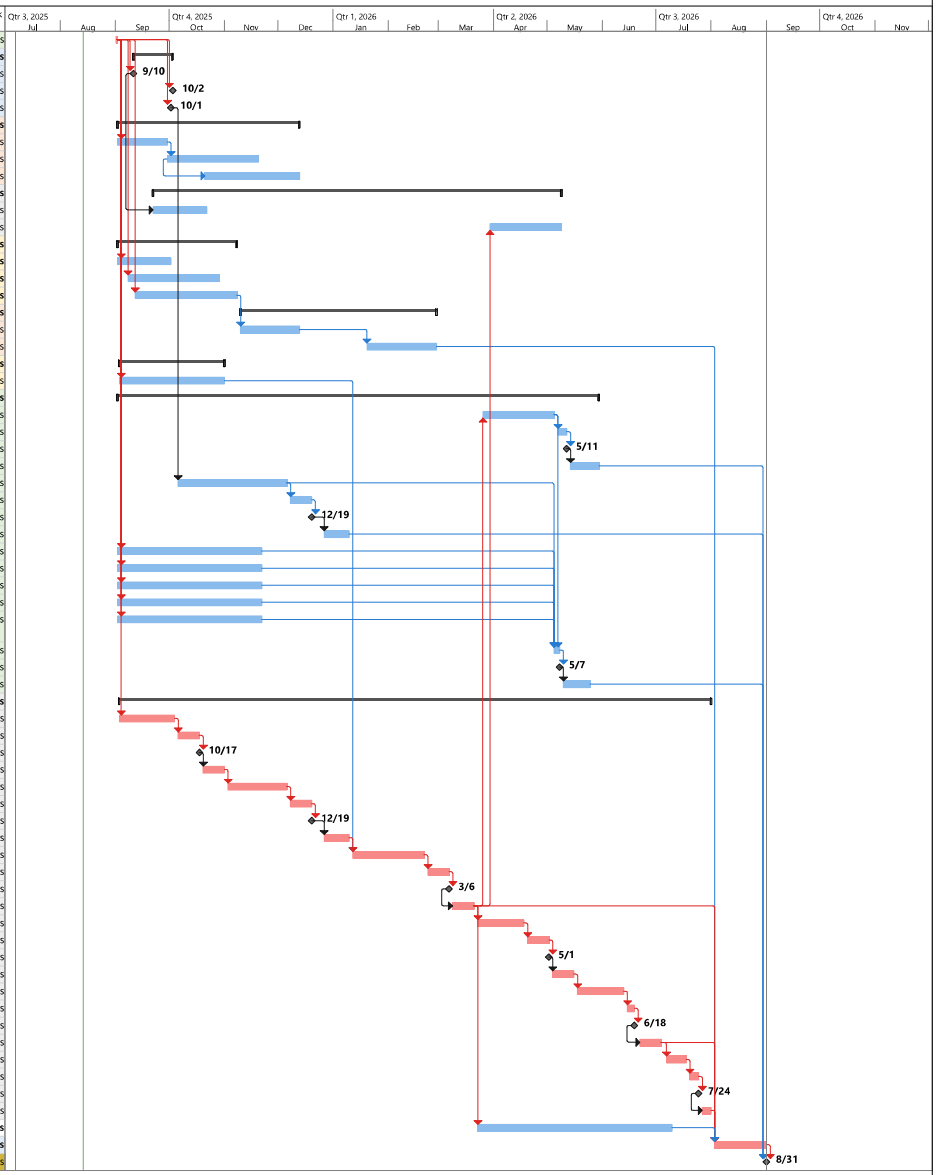
g. Environmental - Air Quality Studies, Community Impacts Assessment, Geologic Assessment, Traffic Noise Studies

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ATTACHMENT C

Williamson County
CR 305 PS&E Design Schedule

ID	Constraint Type	Task Mode	Task Name	Duration	% Complete	Start	Finish	Predecessors	Successors	Total Slack
1	Start No Earlier Than		NTP	1 day	0%	Mon 9/1/25	Mon 9/1/25		4FS+31 days,5FS+30 day	0 days
2	**As Soon As Possible**		**1. PROJECT MANAGEMENT**	**22 days**	**0%**	**Wed 9/10/25**	**Thu 10/2/25**			**249 days**
3	As Soon As Possible		GEC Project Kickoff	0 days	0%	Wed 9/10/25	Wed 9/10/25	1FS+9 days	11SS+11 days	295 days
4	As Soon As Possible		Submit QA/QC Plan	0 days	0%	Thu 10/2/25	Thu 10/2/25	1FS+31 days		314 days
5	As Soon As Possible		Internal Subconsultant/Team Project Kickoff	0 days	0%	Wed 10/1/25	Wed 10/1/25	1FS+30 days	27FS+4 days	228 days
6	**As Soon As Possible**		**2. PUBLIC INVOLVEMENT**	**98 days**	**0%**	**Tue 9/2/25**	**Fri 12/12/25**			**247 days**
7	As Soon As Possible		A. Public Involvement Support	28 days	0%	Tue 9/2/25	Mon 9/29/25	1	8	247 days
8	As Soon As Possible		B. Property Owner Meeting Support	50 days	0%	Tue 9/30/25	Wed 11/19/25	7	9SS+21 days	247 days
9	As Soon As Possible		C. Stakeholder Meetings	49 days	0%	Tue 10/21/25	Fri 12/12/25	8SS+21 days		247 days
10	**As Soon As Possible**		**3. UTILITY COORDINATION SUPPORT**	**213 days**	**0%**	**Mon 9/22/25**	**Fri 5/8/26**			**112 days**
11	As Soon As Possible		A. Incorporate Utility Information into Engineering Drawings	30 days	0%	Mon 9/22/25	Tue 10/21/25	3SS+11 days		295 days
12	As Soon As Possible		B. Utility Meetings	39 days	0%	Mon 3/30/26	Fri 5/8/26	51FS+9 days		112 days
13	**As Soon As Possible**		**4. RIGHT OF WAY (ROW) AND MAPPING**	**67 days**	**0%**	**Tue 9/2/25**	**Fri 11/7/25**			**162 days**
14	**As Soon As Possible**		ROW Map	30 days	0%	Tue 9/2/25	Wed 10/1/25	1		**315 days**
15	**As Soon As Possible**		Parcel Acquisition Documents	51 days	0%	Mon 9/8/25	Tue 10/28/25	1FS+6 days		**288 days**
16	**As Soon As Possible**		Monumentation and ROW Staking	57 days	0%	Fri 9/12/25	Fri 11/7/25	1FS+10 days	18FS+2 days	**152 days**
17	**As Soon As Possible**		**5. CONDEMNATION SUPPORT**	**95 days**	**0%**	**Mon 11/10/25**	**Fri 2/27/26**			**152 days**
18	As Soon As Possible		A. Condemnation Hearing Exhibits	29 days	0%	Mon 11/10/25	Fri 12/12/25	16FS+2 days	19FS+28 days	152 days
19	As Soon As Possible		B. Condemnation Hearing (up to 10 meeting)	38 days	0%	Tue 1/20/26	Fri 2/27/26	18FS+28 days	65	152 days
20	**As Soon As Possible**		**6. SURVEYING**	**59 days**	**0%**	**Wed 9/3/25**	**Fri 10/31/25**			**59 days**
21	As Soon As Possible		A. FIELD SURVEYING	59 days	0%	Wed 9/3/25	Fri 10/31/25	1FS+1 day	48	59 days
22	**As Soon As Possible**		**7. ENVIRONMENTAL SERVICES**	**253 days**	**0%**	**Tue 9/2/25**	**Fri 5/29/26**			**92 days**
23	As Soon As Possible		A. TxDOT Environmenal Clearance	39 days	0%	Thu 3/26/26	Mon 5/4/26	51FS+5 days	36,24FS+2 days	92 days
24	As Soon As Possible		Internal QC Review	5 days	0%	Thu 5/7/26	Mon 5/11/26	23FS+2 days	25	92 days
25	As Soon As Possible		Submit Draft Environmental Reports	0 days	0%	Mon 5/11/26	Mon 5/11/26	24	26FS+2 days	92 days
26	As Soon As Possible		GEC/County Review	15 days	0%	Thu 5/14/26	Fri 5/29/26	25FS+2 days	66	92 days
27	As Soon As Possible		B. Data Collection & Field Reconnaissance	57 days	0%	Mon 10/6/25	Fri 12/5/25	5FS+4 days	36,28FS+2 days	228 days
28	As Soon As Possible		Internal QC Review	12 days	0%	Mon 12/8/25	Fri 12/19/25	27FS+2 days	29	228 days
29	As Soon As Possible		Submit Draft Environmental Reports	0 days	0%	Fri 12/19/25	Fri 12/19/25	28	30FS+2 days	228 days
30	As Soon As Possible		GEC/County Review	10 days	0%	Sat 12/27/25	Fri 1/9/26	29FS+2 days	66	228 days
31	As Soon As Possible		C. Final Hazardous Materials Initial Site Assessment	80 days	0%	Tue 9/2/25	Fri 11/21/25	1	36	245 days
32	As Soon As Possible		D. Section 404 Clean Water Act Compliance	80 days	0%	Tue 9/2/25	Fri 11/21/25	1	36	245 days
33	As Soon As Possible		E. Biological Resources (ESA Compliance)	80 days	0%	Tue 9/2/25	Fri 11/21/25	1	36	245 days
34	As Soon As Possible		F. Historical Resources	80 days	0%	Tue 9/2/25	Fri 11/21/25	1	36	245 days
35	As Soon As Possible		G. TAC Compliance (Archeological Resources); THC Coordination Only	80 days	0%	Tue 9/2/25	Fri 11/21/25	1	36	245 days
36	As Soon As Possible		Internal QC Review	3 days	0%	Tue 5/5/26	Thu 5/7/26	31,27,32,33,34,35,23	37	96 days
37	As Soon As Possible		Submit Draft Environmental Reports	0 days	0%	Thu 5/7/26	Thu 5/7/26	36	38FS+2 days	96 days
38	As Soon As Possible		GEC/County Review	15 days	0%	Sun 5/10/26	Sun 5/24/26	37FS+2 days	66	96 days
39	**As Soon As Possible**		**8. PLAN PREPARATION**	**313 days**	**0%**	**Wed 9/3/25**	**Fri 7/31/26**			**0 days**
40	As Soon As Possible		Pre-30% Deliverables	31 days	0%	Wed 9/3/25	Fri 10/3/25	1FS+1 day	41FS+2 days	0 days
41	As Soon As Possible		Internal QC Review	12 days	0%	Mon 10/6/25	Fri 10/17/25	40FS+2 days	42	0 days
42	As Soon As Possible		Submit Pre-30% Schematic	0 days	0%	Fri 10/17/25	Fri 10/17/25	41	43FS+2 days	0 days
43	As Soon As Possible		GEC/County Review	12 days	0%	Mon 10/20/25	Fri 10/31/25	42FS+2 days	44FS+2 days	0 days
44	As Soon As Possible		30% PS&E Deliverables	29 days	0%	Mon 11/3/25	Fri 12/5/25	43FS+2 days	45FS+2 days	0 days
45	As Soon As Possible		Internal QC Review	12 days	0%	Mon 12/8/25	Fri 12/19/25	44FS+2 days	46	0 days
46	As Soon As Possible		Submit 30% PS&E	0 days	0%	Fri 12/19/25	Fri 12/19/25	45	47FS+2 days	0 days
47	As Soon As Possible		GEC/County Review	10 days	0%	Sat 12/27/25	Fri 1/9/26	46FS+2 days	48FS+2 days	0 days
48	As Soon As Possible		60% PS&E Deliverables	38 days	0%	Mon 1/12/26	Fri 2/20/26	47FS+2 days,21	49FS+2 days	0 days
49	As Soon As Possible		Internal QC Review	12 days	0%	Mon 2/23/26	Fri 3/6/26	48FS+2 days	50	0 days
50	As Soon As Possible		Submit 60% PS&E	0 days	0%	Fri 3/6/26	Fri 3/6/26	49	51SS+2 days	0 days
51	As Soon As Possible		GEC/County Review	12 days	0%	Mon 3/9/26	Fri 3/20/26	50SS+2 days	65,52FS+2 days,12FS+9	0 days
52	As Soon As Possible		90% PS&E Deliverables	25 days	0%	Mon 3/23/26	Fri 4/17/26	51FS+2 days	53FS+2 days	0 days
53	As Soon As Possible		Internal QC Review	12 days	0%	Mon 4/20/26	Fri 5/1/26	52FS+2 days	54	0 days
54	As Soon As Possible		Submit 90% PS&E	0 days	0%	Fri 5/1/26	Fri 5/1/26	53	55FS+2 days	0 days
55	As Soon As Possible		GEC/County Review	12 days	0%	Mon 5/4/26	Fri 5/15/26	54FS+2 days	56FS+2 days	0 days
56	As Soon As Possible		100% PS&E Deliverables	25 days	0%	Mon 5/18/26	Fri 6/12/26	55FS+2 days	57FS+2 days	0 days
57	As Soon As Possible		Internal QC Review	4 days	0%	Mon 6/15/26	Thu 6/18/26	56FS+2 days	58	0 days
58	As Soon As Possible		Submit 100% PS&E	0 days	0%	Thu 6/18/26	Thu 6/18/26	57	59SS+2 days	0 days
59	As Soon As Possible		GEC/County Review	12 days	0%	Mon 6/22/26	Fri 7/3/26	58SS+2 days	65,60FS+2 days	0 days
60	As Soon As Possible		Final PS&E Deliverables	11 days	0%	Tue 7/7/26	Fri 7/17/26	59FS+2 days	61FS+2 days	0 days
61	As Soon As Possible		Internal QC Review	5 days	0%	Mon 7/20/26	Fri 7/24/26	60FS+2 days	62	0 days
62	As Soon As Possible		Submit Final Schematic	0 days	0%	Fri 7/24/26	Fri 7/24/26	61	63SS+2 days	0 days
63	As Soon As Possible		GEC/County Review	5 days	0%	Mon 7/27/26	Fri 7/31/26	62SS+2 days	65FS+2 days	0 days
64	**As Soon As Possible**		**9. PERMITS**	**105 days**	**0%**	**Mon 3/23/26**	**Thu 7/9/26**	**51FS+2 days**	**65**	**24 days**
65	**As Soon As Possible**		**10. BIDDING PHASE SERVICES**	**29 days**	**0%**	**Mon 8/3/26**	**Mon 8/31/26**	**63FS+2 days,51,59,64,19**	**66**	**0 days**
66	As Soon As Possible		WA #2 Complete	0 days	0%	Mon 8/31/26	Mon 8/31/26	65,38,30,26		0 days



Prime Provider: RS&H, Inc.

SUMMARY															
TASK	**TASK DESCRIPTION**	**RS&H**		**AG3**		**Hicks**		**EDGE**		**HDR**		**TOTALS**	
		Hours	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Total**
PS&E DESIGN													
1	PROJECT MANAGEMENT	545	$ 123,616.23		$ -		$ -	88	$ 22,495.72		$ -	**633**	**$ 146,111.95**
2	PUBLIC INVOLVEMENT	173	$ 28,308.46		$ -		$ -		$ -		$ -	**173**	**$ 28,308.46**
3	UTILIITY COORDINATION SUPPORT	84	$ 17,702.66		$ -		$ -		$ -		$ -	**84**	**$ 17,702.66**
4	RIGHT OF WAY (ROW) AND MAPPING	158	$ 29,511.46	1,468	$ 217,177.14		$ -		$ -		$ -	**1,626**	**$ 246,688.60**
5	CONDEMNATION SUPPORT	272	$ 65,473.60		$ -		$ -		$ -		$ -	**272**	**$ 65,473.60**
6	SURVEYING	146	$ 29,224.00	84	$ 11,782.04		$ -		$ -		$ -	**230**	**$ 41,006.04**
7	ENVIRONMENTAL SERVICES	92	$ 20,564.40		$ -	430	$ 53,827.45		$ -		$ -	**522**	**$ 74,391.85**
8	PLAN PREPARATION	3,449	$ 564,435.92	46	$7,241.80		$ -	1,644	$ 257,376.44	479	$ 92,093.72	**5,618**	**$ 921,147.88**
9	PERMITS	5	$ 1,124.78		$ -		$ -	12	$ 3,143.24		$ -	**17**	**$ 4,268.02**
10	BIDDING PHASE SERVICES	81	$ 13,270.40		$ -		$ -		$ -		$ -	**81**	**$ 13,270.40**
LABOR TOTALS		5,005	**$ 893,231.91**	1,598	**$ 236,200.98**	430	**$ 53,827.45**	1,744	**$ 283,015.40**	479	**$ 92,093.72**	**9,256**	**$ 1,558,369.46**
Direct Expenses			$ 2,281.02		$ -		$ 900.00		$ 6,626.00		$ -		**$ 9,807.02**
TOTAL COST			**$ 895,512.93**		**$ 236,200.98**		**$ 54,727.45**		**$ 289,641.40**		**$ 92,093.72**		**$ 1,568,176.48**
Percentage Breakdown			**57.11%**		**15.06%**		**3.49%**		**18.47%**		**5.87%**		**100.00%**

Project: CR 305
Prime Consultant: RS&H
Subconsultant
Proposal Date: 08-07-25
Prepared By: Bennett Love, Jr.

TASK DESCRIPTION	PROJECT PRINCIPAL	PROJECT MANAGER	SENIOR QC REVIEWER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	JR. ENGINEER	EIT	SENIOR GIS TECHNICIAN	SR ENGINEER TECHNICIAN	CADD OPERATOR	SENIOR ENV PROJECT MANAGER	SENIOR ENVIRONMENTAL PLANNER	ENVIRONMENTAL SCIENTIST	SENIOR STRUCTURAL ENGINEER	STRUCTURAL ENGINEER	JR. STRUCTURAL ENGINEER	SENIOR DRAINAGE ENGINEER	TRAFFIC ENGINEER	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
CONTRACT RATE PER HOUR	**$318.43**	**$303.02**	**$297.89**	**$282.48**	**$205.44**	**$174.62**	**$148.94**	**$121.21**	**$184.90**	**$171.54**	**$92.45**	**$209.55**	**$190.03**	**$102.72**	**$297.89**	**$220.85**	**$159.22**	**$205.44**	**$185.92**	**$112.99**	
1. PROJECT MANAGEMENT																					0
B. Monthly Progress Report, Invoices & Billings (10 months assumed)																					0
Monthly Progress Status Reports to GEC		10		10	10	10															40
Invoicing and Billing		10																		40	50
C. Quality Assurance and Quality Control (QA/QC) Plan																					0
Develop Project QA/QC Plan		2		4		8															14
Documentation of Internal QA/QC Review of Plans Development		2			4	12															18
D. Project Coordination & Administration																					0
Project Record Keeping of Meetings and Minutes	1	10			20																31
Manage Project Activities																					0
Develop Project Management Plan		4		8																	12
Direct Team/Staff		20		40	20	12		12													104
E. Progress/Coordination Meetings (20 external meetings assumed)																					0
Kickoff Meeting		1	1	2	2	2		2		1		1			1	1		1	1		16
Coordination/Progress Meetings with County and GEC		20			20	20															60
Over-The-Shoulder Review Meetings (assumed 6)		6				6															12
Prepare Agenda and Sign-In Sheets		20																			20
Prepare Meeting Minutes		20			20																40
Internal/Subconsultant coordination meetings		20			20	20		20													80
F. Project Schedule		10		10																	20
G. Project Documents/Files		4			8	16															28
Subtotal Hours	**1**	**159**	**1**	**74**	**124**	**106**	**0**	**34**	**0**	**1**	**0**	**1**	**0**	**0**	**1**	**1**	**0**	**1**	**1**	**40**	**545**
Subtotal Labor Fee	**$318.43**	**$48,180.18**	**$297.89**	**$20,903.52**	**$25,474.56**	**$18,509.72**	**$0.00**	**$4,121.14**	**$0.00**	**$171.54**	**$0.00**	**$209.55**	**$0.00**	**$0.00**	**$297.89**	**$220.85**	**$0.00**	**$205.44**	**$185.92**	**$4,519.60**	**$123,616.23**

TASK DESCRIPTION	PROJECT PRINCIPAL	PROJECT MANAGER	SENIOR QC REVIEWER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	JR. ENGINEER	EIT	SENIOR GIS TECHNICIAN	SR ENGINEER TECHNICIAN	CADD OPERATOR	SENIOR ENV PROJECT MANAGER	SENIOR ENVIRONMENTAL PLANNER	ENVIRONMENTAL SCIENTIST	SENIOR STRUCTURAL ENGINEER	STRUCTURAL ENGINEER	JR. STRUCTURAL ENGINEER	SENIOR DRAINAGE ENGINEER	TRAFFIC ENGINEER	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
CONTRACT RATE PER HOUR	**$318.43**	**$303.02**	**$297.89**	**$282.48**	**$205.44**	**$174.62**	**$148.94**	**$121.21**	**$184.90**	**$171.54**	**$92.45**	**$209.55**	**$190.03**	**$102.72**	**$297.89**	**$220.85**	**$159.22**	**$205.44**	**$185.92**	**$112.99**	
2. PUBLIC INVOLVEMENT																					0
A. Public Involvement Support																					0
Review Project Public Involvement Plan (Prepared By Others)		1			4																5
Provide Information/Data for Fact Sheets and FAQs		1			4																5
Exhibits for Website and Other Project Information (3 exhibit assumed)		1			4			16													21
B. Property Owner Meeting Support																					0
Prepare Materials/ Property Owner Exhibits (up to 15 exhibits)					4	16		60													80
Attend Individual Property Owner Meeting (up to 5 meetings)		5		5																	10
C. Stakeholder Meetings																					0
Coordinate with affected state and local agencies and County's consultants		2			2	2		2													8
Agendas, exhibits, and meeting minutes (up to 6 stakeholder meetings)		6			6	12		20													44
Subtotal Hours	**0**	**16**	**0**	**5**	**24**	**30**	**0**	**98**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**173**
Subtotal Labor Fee	**$0.00**	**$4,848.32**	**$0.00**	**$1,412.40**	**$4,930.56**	**$5,238.60**	**$0.00**	**$11,878.58**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$28,308.46**

TASK DESCRIPTION	PROJECT PRINCIPAL	PROJECT MANAGER	SENIOR QC REVIEWER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	JR. ENGINEER	EIT	SENIOR GIS TECHNICIAN	SR ENGINEER TECHNICIAN	CADD OPERATOR	SENIOR ENV PROJECT MANAGER	SENIOR ENVIRONMENTAL PLANNER	ENVIRONMENTAL SCIENTIST	SENIOR STRUCTURAL ENGINEER	STRUCTURAL ENGINEER	JR. STRUCTURAL ENGINEER	SENIOR DRAINAGE ENGINEER	TRAFFIC ENGINEER	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
CONTRACT RATE PER HOUR	**$318.43**	**$303.02**	**$297.89**	**$282.48**	**$205.44**	**$174.62**	**$148.94**	**$121.21**	**$184.90**	**$171.54**	**$92.45**	**$209.55**	**$190.03**	**$102.72**	**$297.89**	**$220.85**	**$159.22**	**$205.44**	**$185.92**	**$112.99**	
3. UTILITY COORDINATION SUPPORT																					0
A. Incorporate Utility Information into Engineering Drawings		2	2		8			16													28
B. Utility Meetings																					0
Meet with Utility Coordinator and Review Impacts/Approach (up to 4 meetings)		4		4		4		4													16
Meeting with Utility Owners as requested (up to 4 meetings)		8		8		8		8													32
Agendas, exhibits, and meeting minutes (up to 4 stakeholder meetings)		4		4																	8
Subtotal Hours	**0**	**18**	**2**	**16**	**8**	**12**	**0**	**28**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**84**
Subtotal Labor Fee	**$0.00**	**$5,454.36**	**$595.78**	**$4,519.68**	**$1,643.52**	**$2,095.44**	**$0.00**	**$3,393.88**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$17,702.66**

TASK DESCRIPTION	PROJECT PRINCIPAL	PROJECT MANAGER	SENIOR QC REVIEWER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	JR. ENGINEER	EIT	SENIOR GIS TECHNICIAN	SR ENGINEER TECHNICIAN	CADD OPERATOR	SENIOR ENV PROJECT MANAGER	SENIOR ENVIRONMENTAL PLANNER	ENVIRONMENTAL SCIENTIST	SENIOR STRUCTURAL ENGINEER	STRUCTURAL ENGINEER	JR. STRUCTURAL ENGINEER	SENIOR DRAINAGE ENGINEER	TRAFFIC ENGINEER	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
CONTRACT RATE PER HOUR	**$318.43**	**$303.02**	**$297.89**	**$282.48**	**$205.44**	**$174.62**	**$148.94**	**$121.21**	**$184.90**	**$171.54**	**$92.45**	**$209.55**	**$190.03**	**$102.72**	**$297.89**	**$220.85**	**$159.22**	**$205.44**	**$185.92**	**$112.99**	
4. RIGHT OF WAY (ROW) AND MAPPING																					0
A. ROW Map - Preliminary and Final Deliverables																					0
Preliminary ROW Map and affected Property Owner List		16	16		20			40													92
Final ROW Map and affected Property Owner List		1	4		10			40													55
B. Parcel Acquisition Documents - QC documents (up to 30 documents)		1	2		8																11
Subtotal Hours	**0**	**18**	**22**	**0**	**38**	**0**	**0**	**80**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**158**
Subtotal Labor Fee	**$0.00**	**$5,454.36**	**$6,553.58**	**$0.00**	**$7,806.72**	**$0.00**	**$0.00**	**$9,696.80**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$29,511.46**

TASK DESCRIPTION	PROJECT PRINCIPAL	PROJECT MANAGER	SENIOR QC REVIEWER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	JR. ENGINEER	EIT	SENIOR GIS TECHNICIAN	SR ENGINEER TECHNICIAN	CADD OPERATOR	SENIOR ENV PROJECT MANAGER	SENIOR ENVIRONMENTAL PLANNER	ENVIRONMENTAL SCIENTIST	SENIOR STRUCTURAL ENGINEER	STRUCTURAL ENGINEER	JR. STRUCTURAL ENGINEER	SENIOR DRAINAGE ENGINEER	TRAFFIC ENGINEER	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
CONTRACT RATE PER HOUR	**$318.43**	**$303.02**	**$297.89**	**$282.48**	**$205.44**	**$174.62**	**$148.94**	**$121.21**	**$184.90**	**$171.54**	**$92.45**	**$209.55**	**$190.03**	**$102.72**	**$297.89**	**$220.85**	**$159.22**	**$205.44**	**$185.92**	**$112.99**	
5. CONDEMNATION SUPPORT																					0
A. Condemnation Hearing Exhibits		4	8		20			80													112
B. Condemnation Hearing (up to 10 meetings)		80	80																		160
Subtotal Hours	**0**	**84**	**88**	**0**	**20**	**0**	**0**	**80**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**272**
Subtotal Labor Fee	**$0.00**	**$25,453.68**	**$26,214.32**	**$0.00**	**$4,108.80**	**$0.00**	**$0.00**	**$9,696.80**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$65,473.60**

TASK DESCRIPTION	PROJECT PRINCIPAL	PROJECT MANAGER	SENIOR QC REVIEWER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	JR. ENGINEER	EIT	SENIOR GIS TECHNICIAN	SR ENGINEER TECHNICIAN	CADD OPERATOR	SENIOR ENV PROJECT MANAGER	SENIOR ENVIRONMENTAL PLANNER	ENVIRONMENTAL SCIENTIST	SENIOR STRUCTURAL ENGINEER	STRUCTURAL ENGINEER	JR. STRUCTURAL ENGINEER	SENIOR DRAINAGE ENGINEER	TRAFFIC ENGINEER	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
CONTRACT RATE PER HOUR	**$318.43**	**$303.02**	**$297.89**	**$282.48**	**$205.44**	**$174.62**	**$148.94**	**$121.21**	**$184.90**	**$171.54**	**$92.45**	**$209.55**	**$190.03**	**$102.72**	**$297.89**	**$220.85**	**$159.22**	**$205.44**	**$185.92**	**$112.99**	
6. SURVEYING																					0
A. DTM of Proposed Corridor (30%, 60%, 90%, 100%)		2	4	20		40			80												146
																					0
Subtotal Hours	**0**	**2**	**4**	**20**	**0**	**40**	**0**	**0**	**80**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**146**
Subtotal Labor Fee	**$0.00**	**$606.04**	**$1,191.56**	**$5,649.60**	**$0.00**	**$6,984.80**	**$0.00**	**$0.00**	**$14,792.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$29,224.00**

TASK DESCRIPTION	PROJECT PRINCIPAL	PROJECT MANAGER	SENIOR QC REVIEWER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	JR. ENGINEER	EIT	SENIOR GIS TECHNICIAN	SR ENGINEER TECHNICIAN	CADD OPERATOR	SENIOR ENV PROJECT MANAGER	SENIOR ENVIRONMENTAL PLANNER	ENVIRONMENTAL SCIENTIST	SENIOR STRUCTURAL ENGINEER	STRUCTURAL ENGINEER	JR. STRUCTURAL ENGINEER	SENIOR DRAINAGE ENGINEER	TRAFFIC ENGINEER	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
CONTRACT RATE PER HOUR	**$318.43**	**$303.02**	**$297.89**	**$282.48**	**$205.44**	**$174.62**	**$148.94**	**$121.21**	**$184.90**	**$171.54**	**$92.45**	**$209.55**	**$190.03**	**$102.72**	**$297.89**	**$220.85**	**$159.22**	**$205.44**	**$185.92**	**$112.99**	
7. ENVIRONMENTAL SERVICES		12	16		32	32															92
A. Hazardous Materials Initial Site Assessment																					0
B. WOTUS Delineation Report (continued from WA 1)																					0
C. Surface Water Analysis Form																					0
D. Draft & Final Best Management Practices Form																					0
E. Species Analysis Form																					0
F. Project Coordination Request for Historic Studies (no survey)																					
G. Archeological Background Study (no survey)																					0
H. Traffic Noise Modeling & Technical Reporting																					0
Subtotal Hours	**0**	**12**	**16**	**0**	**32**	**32**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**92**

Project: CR 305

Subtotal Labor Fee	**$0.00**	**$3,636.24**	**$4,766.24**	**$0.00**	**$6,574.08**	**$5,587.84**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$20,564.40**
TASK DESCRIPTION	PROJECT PRINCIPAL	PROJECT MANAGER	SENIOR QC REVIEWER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	JR. ENGINEER	EIT	SENIOR GIS TECHNICIAN	SR ENGINEER TECHNICIAN	CADD OPERATOR	SENIOR ENV PROJECT MANAGER	SENIOR ENVIRONMENTAL PLANNER	ENVIRONMENTAL SCIENTIST	SENIOR STRUCTURAL ENGINEER	STRUCTURAL ENGINEER	JR. STRUCTURAL ENGINEER	SENIOR DRAINAGE ENGINEER	TRAFFIC ENGINEER	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
CONTRACT RATE PER HOUR	**$318.43**	**$303.02**	**$297.89**	**$282.48**	**$205.44**	**$174.62**	**$148.94**	**$121.21**	**$184.90**	**$171.54**	**$92.45**	**$209.55**	**$190.03**	**$102.72**	**$297.89**	**$220.85**	**$159.22**	**$205.44**	**$185.92**	**$112.99**	
8. PLAN PREPARATION																					0
Pre-30% Deliverable		6	8												8			8			30
Updated Design Summary Form		1			2			4													7
Typical Sections				1	2			40													43
Conceptual Layout		6		24	60			100													190
30% Deliverable		6	32												32			32			102
Roadway General																					0
Title & Index Sheets		1			6			16													23
Project Layout		1		2	4			8													15
Typical Sections				1	8			40													49
General Notes					2			8													10
Survey Data					1			4													5
Horizontal Alignment Data		1		2	4			8													15
Summary Sheets					2			4													6
Removal Plans		1		4	12			24													41
Roadway Plan & Profiles		6		32	120			200													358
Intersection Layout Sheets		1		8	40			80													129
Driveway Plan and Profile Sheets				2	8			20													30
Roadway Detail Sheets		1		2	4			8													15
Cross Sections		4		4	40			80													128
Construction Cost Estimate		1		4	16			24													45
Traffic Control Plans (TCP)																					0
Sequence of Construction & Traffic Control General Notes		1			4																5
TCP Layouts		1			20			40													61
Develop Traffic Control Details					2																2
Construction Time Determination		1			2			8													11
Signing and Pavement Markings Layouts																					0
Signing and Pavement Markings Layouts		2			12	16		32													62
Pavement Marking Details																					0
Detail Sheets Small Signs																					0
60% Deliverable		6	16												16			16			54
Roadway General																					0
Title & Index Sheets		1			2			4													7
Project Layout					2			4													6
Typical Sections		1		1	8			16													26
General Notes				4		10		32													46
Survey Data					1			2													3
Horizontal Alignment Data					2			4													6
Summary Sheets				10	20			40													70
Removal Plans		1		4			16														21
Roadway Plan & Profiles		1		8	40			80													129
Intersection Layout Sheets		1			20			80													101
Driveway Plan and Profile Sheets		1			10			40													51
Roadway Detail Sheets					2			4													6
Cross Sections		1		2	8			40													51
Construction Cost Estimate		1		4	16			24													45
Traffic Control Plans (TCP)																					0
Sequence of Construction & Traffic Control General Notes		1			4			40													45
TCP Layouts		1			20	40		100													161
Develop Traffic Control Details		1			8			20													29
Construction Time Determination		1			8			20													29
Signing and Pavement Markings Layouts																					0
Signing and Pavement Markings Layouts		1		2	6	20		40													69
Pavement Marking Details						8		16													24
Detail Sheets Small Signs						8		16													24
Review Updated to Drainage Design		4	16			8		16													44
90% Deliverable		6	8												8			8			30
Roadway General																					0
Title & Index Sheets		1			2			4													7
Project Layout					2			4													6
Typical Sections		1			2			8													11
General Notes		1			4			16													21
Survey Data																					0
Horizontal Alignment Data					1			4													5
Summary Sheets					2			4													6
Removal Plans		1		2			8														11
Roadway Plan & Profiles		1		4	20			60													85
Intersection Layout Sheets		1			10			40													51
Driveway Plan and Profile Sheets				1	2		8	16													27
Roadway Detail Sheets					2			4													6
Cross Sections		1		2	20			60													83
Construction Cost Estimate		1		4	16			24													45
Traffic Control Plans (TCP)																					0
Sequence of Construction & Traffic Control General Notes		1			4			40													45
TCP Layouts		1			10	20		80													111
Develop Traffic Control Details		1			8			20													29
Construction Time Determination		1			8			20													29
Signing and Pavement Markings Layouts																					0
Signing and Pavement Markings Layouts		1		2	6	12		32													53
Pavement Marking Details						4		8													12
Detail Sheets Small Signs						4		8													12
Review Updated to Drainage Design		2	6			8		16													32
100% Deliverable		6	6												6			6			24
Roadway General																					0
Title & Index Sheets		2			20	40		80													142
Project Layout																					0
Typical Sections																					0
General Notes																					0
Survey Data																					0
Horizontal Alignment Data																					0
Summary Sheets																					0
Removal Plans																					0
Roadway Plan & Profiles																					0
Intersection Layout Sheets								8													8
Driveway Plan and Profile Sheets																					0
Roadway Detail Sheets																					0
Cross Sections								12													12
Construction Cost Estimate																					0
Traffic Control Plans (TCP)																					0
Sequence of Construction & Traffic Control General Notes		1			4			20													25
TCP Layouts		1			4			20													25
Develop Traffic Control Details		1			8			10													19
Construction Time Determination		1			8			10													19
Signing and Pavement Markings Layouts		1			4	8		16													29
Signing and Pavement Markings Layouts																					0
Pavement Marking Details																					0
Detail Sheets Small Signs																					0
																					0
Subtotal Hours	**0**	**98**	**92**	**136**	**715**	**206**	**32**	**2030**	**0**	**0**	**0**	**0**	**0**	**0**	**70**	**0**	**0**	**70**	**0**	**0**	**3449**
Subtotal Labor Fee	**$0.00**	**$29,695.96**	**$27,405.88**	**$38,417.28**	**$146,889.60**	**$35,971.72**	**$4,766.08**	**$246,056.30**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$20,852.30**	**$0.00**	**$0.00**	**$14,380.80**	**$0.00**	**$0.00**	**$564,435.92**

TASK DESCRIPTION	PROJECT PRINCIPAL	PROJECT MANAGER	SENIOR QC REVIEWER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	JR. ENGINEER	EIT	SENIOR GIS TECHNICIAN	SR ENGINEER TECHNICIAN	CADD OPERATOR	SENIOR ENV PROJECT MANAGER	SENIOR ENVIRONMENTAL PLANNER	ENVIRONMENTAL SCIENTIST	SENIOR STRUCTURAL ENGINEER	STRUCTURAL ENGINEER	JR. STRUCTURAL ENGINEER	SENIOR DRAINAGE ENGINEER	TRAFFIC ENGINEER	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
CONTRACT RATE PER HOUR	**$318.43**	**$303.02**	**$297.89**	**$282.48**	**$205.44**	**$174.62**	**$148.94**	**$121.21**	**$184.90**	**$171.54**	**$92.45**	**$209.55**	**$190.03**	**$102.72**	**$297.89**	**$220.85**	**$159.22**	**$205.44**	**$185.92**	**$112.99**	
9. PERMIT																					0
A. Water Pollution and Abatement Plan -		1			4																5
B. Pre-Construction Notification (PCN)																					0
C. Archaeological Investigation (THC letter)																					0

Project: CR 305

D. Historic Structures (THC letter)																					0
E. Karst Survey																					0
F. Habitat Assessment Report																					0
G. Phase I Environmental Site Assessment																					0
																					0
																					0
																					0
Subtotal Hours	**0**	**1**	**0**	**0**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**5**
Subtotal Labor Fee	**$0.00**	**$303.02**	**$0.00**	**$0.00**	**$821.76**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$1,124.78**

TASK DESCRIPTION	PROJECT PRINCIPAL	PROJECT MANAGER	SENIOR QC REVIEWER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	JR. ENGINEER	EIT	SENIOR GIS TECHNICIAN	SR ENGINEER TECHNICIAN	CADD OPERATOR	SENIOR ENV PROJECT MANAGER	SENIOR ENVIRONMENTAL PLANNER	ENVIRONMENTAL SCIENTIST	SENIOR STRUCTURAL ENGINEER	STRUCTURAL ENGINEER	JR. STRUCTURAL ENGINEER	SENIOR DRAINAGE ENGINEER	TRAFFIC ENGINEER	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
CONTRACT RATE PER HOUR	**$318.43**	**$303.02**	**$297.89**	**$282.48**	**$205.44**	**$174.62**	**$140.94**	**$121.21**	**$184.90**	**$171.54**	**$92.45**	**$209.55**	**$190.03**	**$102.72**	**$297.89**	**$220.85**	**$159.22**	**$205.44**	**$185.92**	**$112.99**	
10. BIDDING PHASE SERVICES																					0
Prepare applicable Construction Documents for Bidding		1	2		20			40													63
Attend Pre-Bid Meeting		1			1																2
Prepare Project Addenda (up to 3)		1			2			8													11
Analyze Contractor bid, Prepare Bid Tabulation & Make Recommendation		1			2																3
Attend Pre-Construction Conference		1			1																2
Subtotal Hours	**0**	**5**	**2**	**0**	**26**	**0**	**0**	**48**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**81**
Subtotal Labor Fee	**$0.00**	**$1,515.10**	**$595.78**	**$0.00**	**$5,341.44**	**$0.00**	**$0.00**	**$5,818.08**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$13,270.40**

DESCRIPTION	TOTAL MH BY TASK	TOTAL COSTS TASK
1. PROJECT MANAGEMENT	545	$123,616.23
2. PUBLIC INVOLVEMENT	173	$28,308.46
3. UTILITY COORDINATION SUPPORT	84	$17,702.66
4. RIGHT OF WAY (ROW) AND MAPPING	158	$29,511.46
5. CONDEMNATION SUPPORT	272	$65,473.60
6. SURVEYING	148	$29,224.00
7. ENVIRONMENTAL SERVICES	92	$20,564.40
8. PLAN PREPARATION	3449	$564,435.92
9. PERMIT	5	$1,124.78
10. BIDDING PHASE SERVICES	81	$13,270.40
SUBTOTAL LABOR EXPENSES	**5005**	**$ 893,231.91**

DIRECT EXPENSES	**QUANTITY**	**COST**	**UNIT**	**TOTAL**
Mileage	606	$ 0.670	mile	$ 406.02
Rental Car (Includes taxes and fees; Insurance costs will not be reimbursed)		$ 100.00	day	$ -
Rental Car Fuel		$ 5.00	gallon	$ -
Parking - per day		$ 30.00	day	$ -
Toll Charges - each		$ 50.00	day	$ -
Meals per day (Overnight stay required)		$ 64.00	day/person	$ -
Standard Postage - *Current Postal Rate*		$ 0.68	each	$ -
Certified Letter Return Receipt - *Current Postal Rate*		$ 15.00	each	$ -
Overnight Mail - letter size - *Current Postal Rate*		$ 35.00	max each	$ -
Overnight Mail - oversized box		$ 100.00	max each	$ -
Courier Services		$ 45.00	each	$ -
Photocopies B/W (11" X 17")		$ 0.25	each	$ -
Photocopies B/W (8 1/2" X 11")		$ 0.15	each	$ -
Photocopies Color (11" X 17")	1500	$ 1.25	each	$ 1,875.00
Photocopies Color (8 1/2" X 11")		$ 1.00	each	$ -
Plots (B/W on Bond)		$ 1.00	per sq. ft.	$ -
Plots (Color on Bond)		$ 1.75	per sq. ft.	$ -
Plots (Color on Photographic Paper)		$ 5.00	per sq. ft.	$ -
Color Graphics on Foam Board		$ 20.00	per sq. ft.	$ -
Presentation Boards .30" X 40" Color Mounted		$ 100.00	max each	$ -
Report Binding and tabbing		$ 10.00	each	$ -
Reproduction of CD/DVD - each		$ 2.00	each	$ -
USB Flashdrive (up to 32 GB)		$ 10.00	each	$ -
SUBTOTAL DIRECT EXPENSES				**$ 2,281.02**
SUBCONTRACTS:				
AG3				**$ 236,200.98**
Hicks Environmental				**$ 54,727.45**
EDGE Engineering				**$ 289,641.40**
HDR				**$ 92,093.72**
SUBCONTRACT SUB-TOTAL				**$ 672,663.55**

SUMMARY	
TOTAL COSTS FOR PRIME ONLY(includes multiplier)	$ 893,231.91
NON-SALARY (OTHER DIRECT EXPENSES)	$ 2,281.02
SUBCONTRACTS (includes labor costs and direct expenses)	$ 672,663.55
GRAND TOTAL	**$ 1,568,176.48**

Project: CR 305
Prime Consultant: RS&H
Subconsultant: AG3
Proposal Date: 07-31-2025
Prepared By: Dan H. Clark

TASK DESCRIPTION	Survey RPLS Task Lead	Survey RPLS Senior	Surveyor In Training	Survey Technician	Project Coordinator Lidar	Lidar Processing Technician	Field Coordinator	Admin/ Clerical	1 Person Survey Crew	2 Person Survey Crew	3 Person Survey Crew	TOTAL LABOR HRS. & COSTS
CONTRACT RATE PER HOUR	**$261.94**	**$154.08**	**$118.13**	**$97.58**	**$159.22**	**$107.86**	**$97.58**	**$77.04**	**$128.40**	**$179.76**	**$210.58**	
4. RIGHT OF WAY (ROW) AND MAPPING												
A. ROW Map												
Prepare ~40 parcel documents for acquisition (sketch and metes & bounds)	95	223	650				75	25		400		1468
												0
												0
												0
												0
												0
Subtotal Hours	**95**	**223**	**650**	**0**	**0**	**0**	**75**	**25**	**0**	**400**	**0**	**1468**
Subtotal Labor Fee	**$24,884.30**	**$34,359.84**	**$76,784.50**	**$0.00**	**$0.00**	**$0.00**	**$7,318.50**	**$1,926.00**	**$0.00**	**$71,904.00**	**$0.00**	**$217,177.14**

TASK DESCRIPTION	Survey RPLS Task Lead	Survey RPLS Senior	Surveyor In Training	Survey Technician	Project Coordinator Lidar	Lidar Processing Technician	Field Coordinator	Admin/ Clerical	1 Person Survey Crew	2 Person Survey Crew	3 Person Survey Crew	TOTAL LABOR HRS. & COSTS
CONTRACT RATE PER HOUR	**$261.94**	**$154.08**	**$118.13**	**$97.58**	**$159.22**	**$107.86**	**$97.58**	**$77.04**	**$128.40**	**$179.76**	**$210.58**	
6. SURVEYING												
A. Right Of Entry (performed by others)												0
B. Field Surveying												
Survey 2 additional areas (~4 acres)				6	2	24	4			30	1	67
2-D and 3-D MicroStation Files (Grid or Datum)	4		2	8				3				17
Subtotal Hours	**4**	**0**	**2**	**14**	**2**	**24**	**4**	**3**	**0**	**30**	**1**	**84**
Subtotal Labor Fee	**$1,047.76**	**$0.00**	**$236.26**	**$1,366.12**	**$318.44**	**$2,588.64**	**$390.32**	**$231.12**	**$0.00**	**$5,392.80**	**$210.58**	**$11,782.04**

TASK DESCRIPTION	Survey RPLS Task Lead	Survey RPLS Senior	Surveyor In Training	Survey Technician	Project Coordinator Lidar	Lidar Processing Technician	Field Coordinator	Admin/ Clerical	1 Person Survey Crew	2 Person Survey Crew	3 Person Survey Crew	TOTAL LABOR HRS. & COSTS
CONTRACT RATE PER HOUR	**$261.94**	**$154.08**	**$118.13**	**$97.58**	**$159.22**	**$107.86**	**$97.58**	**$77.04**	**$128.40**	**$179.76**	**$210.58**	
8. PLAN PREPARATION												
Prepare Survey Control Sheets; re-set control if necessary	2	8	16							20		46
												0
												0
Subtotal Hours	**2**	**8**	**16**	**0**	**0**	**0**	**0**	**0**	**0**	**20**	**0**	**46**
Subtotal Labor Fee	**$523.88**	**$1,232.64**	**$1,890.08**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$3,595.20**	**$0.00**	**$7,241.80**

DESCRIPTION	TOTAL COSTS TASK
4. RIGHT OF WAY (ROW) AND MAPPING	$217,177.14
6. SURVEYING	$11,782.04
8. PLAN PREPARATION	$7,241.80
SUBTOTAL LABOR EXPENSES	**$ 236,200.98**

DIRECT EXPENSES	**QUANTITY**	**COST**	**UNIT**	**TOTAL**
Mileage (per mile)	300		Current Federal Rate	$ -
UAS Lidar/Photogrammetry System		$ 2,500.00	day	$ -
Terrestrial Laser Scanner		$ 130.00	hour	$ -
Ground Target		$ 30.00	each	$ -
Survey Control Monument (poured)		$ 300.00	each	$ -
SUBTOTAL DIRECT EXPENSES				**$ -**

SUMMARY	
TOTAL COSTS FOR PRIME ONLY(includes multiplier)	$ 236,200.98
NON-SALARY (OTHER DIRECT EXPENSES)	$ -
GRAND TOTAL	**$ 236,200.98**

Project: CR 305
Prime Consultant: RS&H
Subconsultant: Hicks
Proposal Date: 7/11/25
Prepared By: Samantha Champion

TASK DESCRIPTION	Sr. Project Manager	Sr. Environmental Planner	Sr. Environmental Scientist	Sr. Environmental Specialist	Environmental Planner IV	Environmental Scientist IV	Environmental Specialist IV	Environmental Scientist III	Environmental Specialist III	Environmental Scientist II	Environmental Specialist I	Admin/ Clerical	TOTAL LABOR HRS. & COSTS
CONTRACT RATE PER HOUR	**$195.83**	**$168.92**	**$151.48**	**$147.73**	**$142.38**	**$134.82**	**$126.72**	**$114.47**	**$107.27**	**$103.68**	**$94.33**	**$87.31**	
7. ENVIRONMENTAL SERVICES													
A. Project Management, ECOS Management		20	20										40
C. Hazardous Materials Initial Site Assessment Draft & Final		2	6					14		20		2	44
D1. WOTUS Delineation Report (continued from WA 1) Draft & Final		16	4					20		30	2	2	74
D2. Surface Water Analysis Form Draft & Final		2	2								12		16
E1. Draft & Final Best Management Practices Form		3								6	6		15
E2. Species Analysis Form Draft & Final		22						26		20	40		108
F. Project Coordination Request for Historic Studies (no survey) Draft & Final		14						26	14			2	56
G. Archeological Background Study (no survey) Draft & Final	1	14	2			36			20		2	2	77
													0
Subtotal Hours	**1**	**93**	**34**	**0**	**0**	**36**	**0**	**86**	**34**	**76**	**62**	**8**	**430**
Subtotal Labor Fee	**$195.83**	**$15,709.56**	**$5,150.32**	**$0.00**	**$0.00**	**$4,853.52**	**$0.00**	**$9,844.42**	**$3,647.18**	**$7,879.68**	**$5,848.46**	**$698.48**	**$53,827.45**

DESCRIPTION	**TOTAL COSTS TASK**
7. ENVIRONMENTAL SERVICES	$53,827.45
SUBTOTAL LABOR EXPENSES	**$53,827.45**

DIRECT EXPENSES	**QUANTITY**	**COST**	**UNIT**	**TOTAL**
Regulatory Database Search	1	$ 700.00	ea	$ 700.00
Dosimeter Rental	2	$ 100.00	ea	$ 200.00
SUBTOTAL DIRECT EXPENSES				**$ 900.00**

SUMMARY	
TOTAL COSTS FOR PRIME ONLY(includes multiplier)	$ 53,827.45
NON-SALARY (OTHER DIRECT EXPENSES)	$ 900.00
GRAND TOTAL	**$ 54,727.45**

Project: CR 305
Prime Consultant: RS&H
Subconsultant: Edge
Proposal Date: 08-06-25
Prepared By: Brenna Vonasek

TASK DESCRIPTION	PROJECT MANAGER	SENIOR QC REVIEWER	SENIOR DRAINAGE ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	Admin	TOTAL LABOR HRS. & COSTS
CONTRACT RATE PER HOUR	**$308.16**	**$297.89**	**$267.07**	**$205.44**	**$169.49**	**$128.40**	**$102.72**	
1. PROJECT MANAGEMENT								
a. Communication - Assume 4 hours/month for 9 months for PM	30							30
b. Monthly Progress Reports, Invoices, and Billings - Assume 1 hr/month for PM and Admin	9						9	18
e. Progress/Coordination Meetings - Assume biweekly meetings for 9 months	20				20			40
Subtotal Hours	**59**	**0**	**0**	**0**	**20**	**0**	**9**	**88**
Subtotal Labor Fee	**$18,181.44**	**$0.00**	**$0.00**	**$0.00**	**$3,389.80**	**$0.00**	**$924.48**	**$22,495.72**

TASK DESCRIPTION	PROJECT MANAGER	SENIOR QC REVIEWER	SENIOR DRAINAGE ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	Admin	TOTAL LABOR HRS. & COSTS
CONTRACT RATE PER HOUR	**$308.16**	**$297.89**	**$267.07**	**$205.44**	**$169.49**	**$128.40**	**$102.72**	
8. PLAN PREPARATION								
e. Drainage								0
e.1 Hydraulic Calculations - 1 Bridge, 1 BCC, 2 Culverts, ditches, driveway culverts	6	18			40	70		134
e.2. Drainage Area Maps - 1 Overall, 1 Onsite Overall, 8 Onsite	6	12			60	120		198
e.3. Drainage Design Sheets								0
e.3.a. Parallel Drainage - Open ditch and driveway culverts	4	10			60	140		214
e.3.b. Cross Structures - 2 Culverts, 1 BCC, 1 Bridge	4	10			80	120		214
e.3.c. Details and Standards	1	2			6	20		29
e.3.d. Detention - No detention ponds per Schematic								0
e.3.e. Scour Analysis - 1 Bridge, 1 BCC	1	4			16	48		69
e.3.f. Impact and Mitigation Analysis - Provide documentation of detention exemptions	4	8			60	100		172
h. Water Quality								0
h.1. BMP Design - VFS, no ponds. Design only, no sheets	6	8			40	86		140
h.2. SWPPP and EPIC Sheet	2	8			40	100		150
i. Deliverables								0
i.1. Draft and Final WPAP	8	12			70	120		210
i.2. Draft and Final Drainage Report	6	8			32	68		114
								0
								0
Subtotal Hours	**48**	**100**	**0**	**0**	**504**	**992**	**0**	**1644**
Subtotal Labor Fee	**$14,791.68**	**$29,789.00**	**$0.00**	**$0.00**	**$85,422.96**	**$127,372.80**	**$0.00**	**$257,376.44**

TASK DESCRIPTION	PROJECT MANAGER	SENIOR QC REVIEWER	SENIOR DRAINAGE ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	Admin	TOTAL LABOR HRS. & COSTS
CONTRACT RATE PER HOUR	**$308.16**	**$297.89**	**$267.07**	**$205.44**	**$169.49**	**$128.40**	**$102.72**	
9. PERMITS								
a. Water Pollution and Abatement Plan - Coordination with TCEQ	8				4			12
Subtotal Hours	**8**	**0**	**0**	**0**	**4**	**0**	**0**	**12**
Subtotal Labor Fee	**$2,465.28**	**$0.00**	**$0.00**	**$0.00**	**$677.96**	**$0.00**	**$0.00**	**$3,143.24**

DESCRIPTION	TOTAL COSTS TASK
1. PROJECT MANAGEMENT	$22,495.72
8. PLAN PREPARATION	$257,376.44
9. PERMITS	$3,143.24
SUBTOTAL LABOR EXPENSES	**$283,015.40**

DIRECT EXPENSES	**QUANTITY**	**COST**	**UNIT**	**TOTAL**
Mileage	180	$ 0.700	Mile	$ 126.00
TCEQ WPAP Application Fee - Project is between 10 to 40 acres	1	#########	Each	$ 6,500.00
SUBTOTAL DIRECT EXPENSES				**$ 6,626.00**

SUMMARY	
TOTAL COSTS FOR PRIME ONLY(includes multiplier)	$ 283,015.40
NON-SALARY (OTHER DIRECT EXPENSES)	$ 6,626.00
GRAND TOTAL	**$ 289,641.40**

Project: CR 305
Prime Consultant: RS&H
Subconsultant: HDR
Proposal Date: 08-04-25
Prepared By: Tyler Brendlinger

TASK DESCRIPTION	Project Manager	Senior QC Reviewer	EIT	Senior Structural Engineer	Senior CADD Technician	CADD Technician	TOTAL LABOR HRS. & COSTS
CONTRACT RATE PER HOUR	**$350.28**	**$351.30**	**$134.56**	**$308.16**	**$195.17**	**$133.54**	
8. PLAN PREPARATION - CR305 OVER BONE HOLLOW TRIB							
Bridge Layout (1 sheet)			40	20	30	30	120
Estimated Quantities/Bearing Seat Elevations (1 sheet)			36	12		12	60
Boring Logs (1 sheet)			8	2	12	4	26
Abutment Details (2 sheets)			24	6	20	40	90
Span Sheets (1 sheet)			20	8	12	8	48
Framing Plan (1 sheet)			16	8	4	16	44
IGND (1 sheet)			16	4		8	28
Review and Assemble Standard Details				2	6		8
QC Deliverables (30%, 60%, 90%, 100%)		40					40
Project Management (Meetings and Discipline Coordination)	15						15
Subtotal Hours	**15**	**40**	**160**	**62**	**84**	**118**	**479**
Subtotal Labor Fee	**$5,254.20**	**$14,052.00**	**$21,529.60**	**$19,105.92**	**$16,394.28**	**$15,757.72**	**$92,093.72**

DESCRIPTION	TOTAL COSTS TASK
8. PLAN PREPARATION - CR305 OVER BONE HOLLOW TRIB	$92,093.72
SUBTOTAL LABOR EXPENSES	**$ 92,093.72**

DIRECT EXPENSES	**QUANTITY**	**UNIT**	**UNIT**	**TOTAL**
Mileage	0	0	0	$ -
Rental Car (Includes taxes and fees; Insurance costs will not be reimbursed)	0	0	0	$ -
Rental Car Fuel	0	0	0	$ -
Parking - per day	0	0	0	$ -
Toll Charges - each	0	0	0	$ -
Meals per day (Overnight stay required)	0	0	0	$ -
Standard Postage - *Current Postal Rate*	0	0	0	$ -
Certified Letter Return Receipt - *Current Postal Rate*	0	0	0	$ -
Overnight Mail - letter size - *Current Postal Rate*	0	0	0	$ -
Overnight Mail - oversized box	0	0	0	$ -
Courier Services	0	0	0	$ -
Photocopies B/W (11" X 17")	0	0	0	$ -
Photocopies B/W (8 1/2" X 11")	0	0	0	$ -
Photocopies Color (11" X 17")	0	0	0	$ -
Photocopies Color (8 1/2" X 11")	0	0	0	$ -
Plots (B/W on Bond)	0	0	0	$ -
Plots (Color on Bond)	0	0	0	$ -
Plots (Color on Photographic Paper)	0	0	0	$ -
Color Graphics on Foam Board	0	0	0	$ -
Presentation Boards 30" X 40" Color Mounted	0	0	0	$ -
Report Binding and tabbing	0	0	0	$ -
Reproduction of CD/DVD - each	0	0	0	$ -
USB Flashdrive (up to 32 GB)	0	0	0	$ -
SUBTOTAL DIRECT EXPENSES				**$ -**

SUMMARY	
TOTAL COSTS FOR PRIME ONLY(includes multiplier)	$ 92,093.72
NON-SALARY (OTHER DIRECT EXPENSES)	$ -
GRAND TOTAL	**$ 92,093.72**

Commissioners Court - Regular Session **57.**

Meeting Date: 08/26/2025

Sam Bass Rd. Corridor H Agreed Final Judgment

Submitted For: Don Childs **Submitted By:** Don Childs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Agreed Final Judgment with Bustle Investment Group, LLC et al. to acquire 0.718 AC needed for the Corridor H/Sam Bass Rd. construction project. (Parcels 4 & 5)

Background

Funding Source: TANS P588

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Judgment

Judgment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/21/2025 08:26 AM
Form Started By: Don Childs		Started On: 08/19/2025 03:07 PM
Final Approval Date: 08/21/2025		

Corridor H—Parcel 4

CAUSE NO. 21-0231-CC2

WILLIAMSON COUNTY, TEXAS **Condemnor**	§ §	IN THE COUNTY COURT
V.	§ §	AT LAW NO. TWO
BUSTLE INVESTMENT GROUP, LLC, Et. Al. **Condemnee**	§ § §	WILLIAMSON COUNTY, TEXAS

AGREED FINAL JUDGEMENT

The parties have agreed to compromise and settle the issues in this lawsuit and request entry of this Agreed Final Judgement by the Court. It appears to the Court that it has jurisdiction of this matter, and that the parties have agreed to all provisions contained within this Agreed Final Judgement and desire to resolve this lawsuit upon the terms as follows:

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that fee title in and to approximately 0.366 acres 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, filed among the papers of this cause on or about February 4, 2021, and any subsequent live pleading amendments thereto; 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 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 constructing, reconstructing, realigning, replacing, relocating, installing, widening, building, renewing, upgrading, removing, inspecting, cleaning, changing, modifying, operating and/or maintaining improvements to the Corridor H roadway project and all related

drainage, utilities and appurtenances, driveway access reconnections, and performing associated public uses and purposes ("Project").

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 the Property to be acquired and damages (if any) to any remaining property of Bustle Investment Group, LLC (hereinafter "Condemnee"), that Condemnee shall recover from Condemnor the total sum of **TWO HUNDRED SIXTY-FIVE THOUSAND FIVE HUNDRED FIFTY-THREE and NO/100 ($265,553.00)** of which total amount the parties agree:

1. ONE HUNDRED THIRTY-TWO THOUSAND FIVE HUNDRED TWENTY-SIX and 80/100 Dollar ($132,526.80) has previously been paid to Condemnees pursuant to the terms of that certain Possession and Use Agreement recorded as Document No. 2021074856, in the Official records of Travis County, Texas ("PUA"), which amount shall be credited towards the total compensation; and

2. FORTY-FIVE THOUSAND ONE HUNDRED TWENTY-SEVEN and 20/100 Dollars ($45,127.20) was deposited into the Registry of the Court by Condemnor on or about February 28, 2023, pursuant to the Award filed on December 20, 2022, among the papers of this cause, which amount shall be credited towards the total compensation, leaving a balance due and owing for satisfaction of this Judgment of EIGHTY-SEVEN THOUSAND EIGHT HUNDRED NINETY-NINE No/100 Dollars ($87,899.00).

It is further ORDERED that the Condemnor shall pay Condemnee the remaining balance of EIGHTY-SEVEN THOUSAND EIGHT HUNDRED NINETY-NINE No/100 Dollars ($87,899.00) 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, Condemnee 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 wire transfer, check, or warrant payable to "Barron Adler Clough & Oddo, PLLC," and if applicable, deliver such payment to any attorney or employee of Barron Adler Clough & Oddo, PLLC at 808 Nueces Street, Austin, Texas 78701, and that a representative of Condemnee or its attorneys 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 Condemnee is unable to provide necessary documents or payment information to effectuate payment, or be available to accept payment as directed above, Condemnor may deposit the remaining balance in the registry of the Court to satisfy this Judgment.

It is further ORDERED that upon payment by the Condemnor of the remaining 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 this Judgment shall be subject to any of the additional agreements or obligations between the parties contained within that certain Rule 11 Settlement Agreement dated July 17, 2025, and filed on July 31, 2025, among the papers of this Court.

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 fully and finally 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

[signature pages follow]

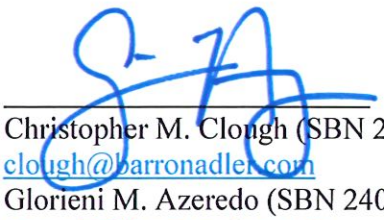
PREPARED BY AND APPROVED AS TO SUBSTANCE AND FORM:

_____

John L. Kelley
State Bar No. 24089109
john@scrrlaw.com
SHEETS & CROSSFIELD, P.L.L.C.
309 East Main Street
Round Rock, Texas 78664
(512) 255-8877

ATTORNEY FOR CONDEMNOR
WILLIAMSON COUNTY, TEXAS

APPROVED AND AGREED AS TO SUBSTANCE AND FORM:



Christopher M. Clough (SBN 24044802)
clough@barronadler.com
Glorieni M. Azeredo (SBN 24077840)
azeredo@barronadler.com
BARRON, ADLER, CLOUGH & ODDO, PLLC
808 Nueces Street
Austin, Texas 78701
Ph: (512) 478-4995
Fax: (512) 478-6022

ATTORNEY FOR CONDEMNEE
BUSTLE INVESTMENT GROUP, LLC

AGREED AND ACCEPTED:

Williamson County, Texas

By: _____

Print/title: _____

Date: _____

EXHIBIT "A"

AGREED FINAL JUDGMENT

EXHIBIT "A"

County: Williamson
Parcel No.: 4
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

July 24, 2020

PROPERTY DESCRIPTION FOR PARCEL 4

DESCRIPTION OF A 0.366 ACRE (15,941 SQ. FT.) PARCEL OF LAND LOCATED IN THE W. ANDERSON SURVEY, ABSTRACT 15, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A LOT 4, SPANISH OAKS TERRACE, PHASE TWO, A SUBDIVSION OF RECORD IN CABINET C, SLIDE 48, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.TX.), DESCRIBED IN A DEED TO BUSTLE INVESTMENT GROUP, LLC, RECORDED SEPTEMBER 13, 2019 IN DOCUMENT NO. 2019092139, OFFICAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.366 ACRE (15,941 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 488.29 feet right of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 261+37.48, for the southwest corner of said Lot 4, same being the southeast corner of Lot 5 of said Spanish Oaks Terrace Subdivision, described as a called 4.34 acre tract of land in a deed to Bustle Investment Group, LLC, recorded in Document No. 2018024886, O.P.R.W.C.TX.;

THENCE N 69°42'58" E, with the common line of said Lot 4 and Lot 3 of said Spanish Oaks Terrace Subdivision, described in a deed to Bustle Investment Group, LLC, recorded in Document No. 2019125401, O.P.R.W.C.TX., a distance of 424.30 feet to a calculated point** (Surface Coordinates: N=10,171,710.70, E=3,106,908.89) 64.00 feet right of Sam Bass Road E.C.S 261+40.67 on the proposed west right-of-way line of Sam Bass Road, for the southwest corner and **POINT OF BEGINNING** of the parcel described herein;

THENCE departing the common line of said Lot 4 and said Lot 3, with the proposed west right-of-way line of said Sam Bass Road, over and across said Lot 4, the following two (2) courses and distances numbered 1-2:

1) N 20°42'48" W, a distance of 346.18 feet to a calculated point** 64.00 feet right of Sam Bass Road E.C.S. 257+94.49, and

2) N 65°42'44" W, a distance of 102.93 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 136.78 feet right of Sam Bass Road E.C.S. 257+21.71 on the existing south right-of-way line of FM 1431 (E. Whitestone Blvd), a variable width right-of-way, recorded in Volume 875, Page 131, Deed Records of Williamson County, Texas (D.R.W.C.TX.), for the northwest corner of the parcel described herein, said point being the beginning of a curve to the right;

3) **THENCE** departing the proposed west right-of-way line of said Sam Bass Road with the existing south right-of-way line of said FM 1431 and said curve to the right, for an arc distance of 102.38 feet, through a central angle 00°46'41", having a radius of 7,539.44 feet, and a chord that bears N 69°10'22" E, a distance of 102.38 feet to a 5/8-inch iron rod found bent on the existing west right-of-way line of Sam Bass Road, a variable width right-of-way, no recorded information found, for the northeast corner of said Lot 4 and the parcel described herein;

4) **THENCE** S 21°16'39" E, departing the existing south right-of-way line of said FM 1431, with the existing west right-of-way line of said Sam Bass, a distance of 419.43 feet to a calculated point, for the northeast corner of said Lot 3, same being the southeast corner of said Lot 4 and the parcel described herein;

EXHIBIT "A"

County: Williamson
Parcel No.: 4
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

5) **THENCE** S 69°42'58" W, departing the existing west right-of-way line of said Sam Bass Road, with the common line of said Lot 4 and said Lot 3, a distance of 33.73 feet to the **POINT OF BEGINNING**, and containing 0.366 acre (15,941 sq. ft.) of land, more or less.

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.

**Unable to set at time of survey, 5/8" iron rod with an aluminum cap stamped "Williamson County" may be set upon completion of the road construction project under the supervision of a registered professional land surveyor.

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

That I, Marvin Dearbonne Jr., 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.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

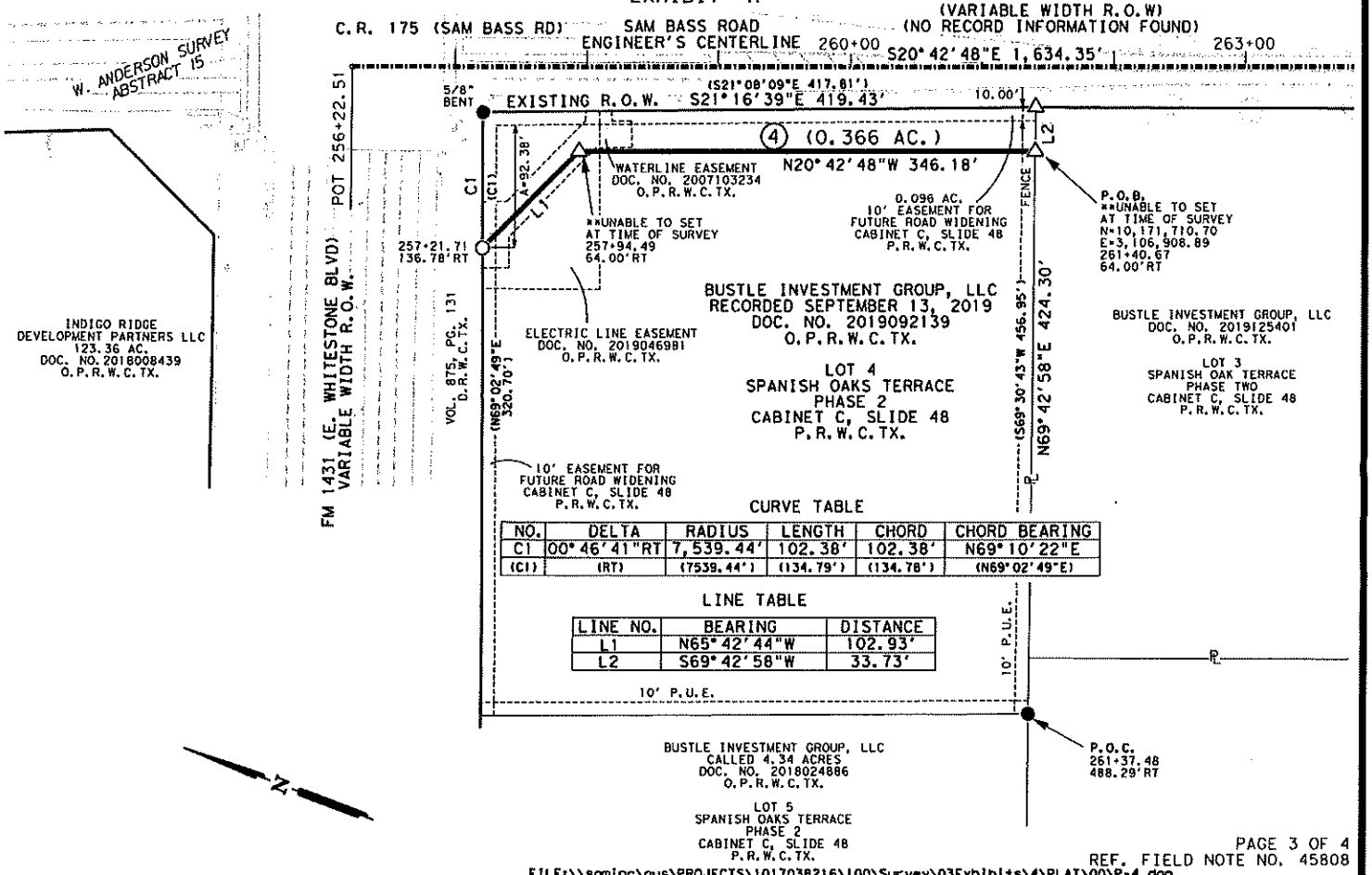
24 JULY 2020
Marvin Dearbonne Jr. Date
Registered Professional Land Surveyor
No. 5697 – State of Texas

STATE OF TEXAS
REGISTERED
MARVIN DEARBONNE JR.
5697
PROFESSIONAL
LAND SURVEYOR

FN 45808

SAM Job No. 38216

EXHIBIT "A"



CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	00°46'41"RT	7,539.44'	102.38'	102.38'	N69°10'22"E
(C1)	(RT)	(7539.44')	(134.79')	(134.78')	(N69°02'49"E)

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N65°42'44"W	102.93'
L2	S69°42'58"W	33.73'

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

REF. FIELD NOTE NO. 45808

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\4\PLAT\00\P-4.dgn

EXISTING	4.36 AC.	ACQUIRE	0.366 AC.	REMAINING	3.994 AC. RIGHT

SAM
SURVEYING·AERIAL MAPPING·ENGINEERING
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
BUSTLE INVESTMENT GROUP, LLC
PARCEL 4
0.366 AC. (15,941 SQ. FT.)

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
○	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
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
--/---	DISTANCE NOT TO SCALE
---℄---	DEED LINE (COMMON OWNERSHIP)

EXHIBIT "A"

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 1952115, EFFECTIVE DATE DECEMBER 23, 2019, AND ISSUED DATE JANUARY 3, 2020. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. SAM BASS ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM KFRIESE. SCHEMATIC RECEIVED BY SAM, LLC. IN APRIL, 2019.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

▪ AREA CALCULATED BY SAM, LLC.

▪▪UNABLE TO SET AT TIME OF SURVEY, 5/8" IRON ROD WITH AN ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" MAY BE SET UPON COMPLETION OF THE ROAD CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR.

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 1952115, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE DECEMBER 23, 2019, AND ISSUED DATE JANUARY 3, 2020.

1. RESTRICTIVE COVENANTS: CABINET C, SLIDE 48, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOCUMENT NO. 199938819, DOCUMENT NO. 2004067953, DOCUMENT NO. 2017024684, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

10A. 10' IN WIDTH ALONG STREETSIDE PROPERTY LINES FOR FUTURE ROAD WIDENING EASEMENT RECORDED IN CABINET C, SLIDE 48, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

B. 10' IN WIDTH ALONG ALL BOUNDARY LINES FOR PUBLIC UTILITIES EASEMENT RECORDED IN CABINET C, SLIDE 48, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

C. ELECTRC/TELEPHONE EASEMENT TO PEDERNALES ELECTRIC COOPERATIVE, INC. RECORDED IN VOLUME 601, PAGE 107, DEED RECORDS OF WILLIAMON COUNTY, TEXAS, UNPLOTTABLE, MAY AFFECT.

D. ELECTRC LINE EASEMENT TO LCRA TRANSMISISON SERVICES CORPORATION RECORDED IN DOCUMENT NO. 2019046981, OFFICIAL PUBLIC RECORDS OF WILLIAMON COUNTY, TEXAS, AFFECTS AS SHOWN.

E. TERMS, CONDITITIONS, AND STIPULATIONS IN THE INTERLOCAL AGREEMENT AS EVIDENCED IN AMENDMENT RECORDED IN DOCUMENT NO. 2006047401, OFFICIAL PUBLIC RECORDS OF WILLIAMON COUNTY, TEXAS, SUBJECT TO.

F. ANY AND ALL PORTION OF THE SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A PUBLIC OR PRIVATE ROADWAY.

G. ALL LEASES, GRANTS, EXCEPTION OR RESERVATION OF COAL, LIGNITE, OIL, GAS AND OTHER MINERAL, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

H. RIGHTS OF PARTIES IN POSSESSION. (OWNER POLICY)

I. ANY VISIBILE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED.

J. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARAIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.

K. RIGHT OF TENANTS, AS TENANTS ONLU, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS.

STATE OF TEXAS
REGISTERED
MARVIN DEARBONNE JR.
5697
PROFESSIONAL
LAND SURVEYOR

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

MARVIN DEARBONNE JR.
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5697, STATE OF TEXAS

24 JULY 2020
DATE

REF. FIELD NOTE NO. 45808

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\4\PLAT\00\P-4.dgn

EXISTING	4.36 AC.	ACQUIRE	0.366 AC.	REMAINING	3.994 AC. RIGHT

SAM
SURVEYING · AERIAL MAPPING · ENGINEERING
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
BUSTLE INVESTMENT GROUP, LLC
PARCEL 4
0.366 AC. (15,941 SQ. FT.)

Corridor H—Parcel 5

CAUSE NO. 21-0232-CC3

WILLIAMSON COUNTY, TEXAS **Condemnor**	§ §	IN THE COUNTY COURT
V.	§ §	AT LAW NO. THREE
BUSTLE INVESTMENT GROUP, LLC, Et. Al. **Condemnee**	§ § §	WILLIAMSON COUNTY, TEXAS

AGREED FINAL JUDGEMENT

The parties have agreed to compromise and settle the issues in this lawsuit and request entry of this Agreed Final Judgement by the Court. It appears to the Court that it has jurisdiction of this matter, and that the parties have agreed to all provisions contained within this Agreed Final Judgement and desire to resolve this lawsuit upon the terms as follows:

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that fee title in and to approximately 0.352 acres 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, filed among the papers of this cause on or about February 4, 2021, and any subsequent live pleading amendments thereto; 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 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 constructing, reconstructing, realigning, replacing, relocating, installing, widening, building, renewing, upgrading, removing, inspecting, cleaning, changing, modifying, operating and/or maintaining improvements to the Corridor H roadway project and all related

drainage, utilities and appurtenances, driveway access reconnections, and performing associated public uses and purposes ("Project").

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 the Property to be acquired and damages (if any) to any remaining property of Bustle Investment Group, LLC (hereinafter "Condemnee"), that Condemnee shall recover from Condemnor the total sum of **ONE HUNDRED SEVENTY-THREE THOUSAND FOUR HUNDRED FORTY-SEVEN and NO/100 ($173,447.00)** of which total amount the parties agree:

1. SEVENTY-EIGHT THOUSAND THREE HUNDRED TWENTY-SIX and 10/100 Dollar ($78,326.10) has previously been paid to Condemnees pursuant to the terms of that certain Possession and Use Agreement recorded as Document No. 2021074913, in the Official records of Travis County, Texas ("PUA"), which amount shall be credited towards the total compensation; and

2. SIXTY-FOUR THOUSAND FOUR HUNDRED EIGHTY-FIVE and 90/100 Dollars ($64,485.90) was deposited into the Registry of the Court by Condemnor on or about February 28, 2023, pursuant to the Award filed on or about December 20, 2022, among the papers of this cause, which amount shall be credited towards the total compensation, leaving a balance due and owing for satisfaction of this Judgment of THIRTY THOUSAND SIX HUNDRED THIRTY-FIVE and No/100 Dollars ($30,635.00).

It is further ORDERED that the Condemnor shall pay Condemnee the remaining balance of THIRTY THOUSAND SIX HUNDRED THIRTY-FIVE and No/100 Dollars ($30,635.00) 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, Condemnee 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 wire transfer, check, or warrant payable to "Barron Adler Clough & Oddo, PLLC," and if applicable, deliver such payment to any attorney or employee of Barron Adler Clough & Oddo, PLLC at 808 Nueces Street, Austin, Texas 78701, and that a representative of Condemnee or its attorneys 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 Condemnee is unable to provide necessary documents or payment information to effectuate payment, or be available to accept payment as directed above, Condemnor may deposit the remaining balance in the registry of the Court to satisfy this Judgment.

It is further ORDERED that upon payment by the Condemnor of the remaining 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 this Judgment shall be subject to any of the additional agreements or obligations between the parties contained within that certain Rule 11 Settlement Agreement dated July 17, 2025, and filed on August 4, 2025, among the papers of this Court.

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 fully and finally 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

[signature pages follow]

PREPARED BY AND APPROVED AS TO SUBSTANCE AND FORM:

_____

John L. Kelley
State Bar No. 24089109
john@scrrlaw.com
SHEETS & CROSSFIELD, P.L.L.C.
309 East Main Street
Round Rock, Texas 78664
(512) 255-8877

ATTORNEY FOR CONDEMNOR
WILLIAMSON COUNTY, TEXAS

APPROVED AND AGREED AS TO SUBSTANCE AND FORM:



Christopher M. Clough (SBN 24044802)
clough@barronadler.com
Glorieni M. Azeredo (SBN 24077840)
azeredo@barronadler.com
BARRON, ADLER, CLOUGH & ODDO, PLLC
808 Nueces Street
Austin, Texas 78701
Ph: (512) 478-4995
Fax: (512) 478-6022

ATTORNEY FOR CONDEMNEE
BUSTLE INVESTMENT GROUP, LLC

AGREED AND ACCEPTED:

Williamson County, Texas

By: _____

Print/title: _____

Date: _____

EXHIBIT “A”

AGREED FINAL JUDGMENT

EXHIBIT "A"

County: Williamson
Parcel No.: 5
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

PROPERTY DESCRIPTION FOR PARCEL 5

DESCRIPTION OF A 0.352 ACRE (15,311 SQ. FT.) PARCEL OF LAND LOCATED IN THE W. ANDERSON SURVEY, ABSTRACT 15, AND THE J.H. DILLARD SURVEY, ABSTRACT 179, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 3, SPANISH OAK TERRACE, PHASE TWO, A SUBDIVISION OF RECORD IN CABINET C, SLIDE 48, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.TX.), DESCRIBED IN A DEED TO BUSTLE INVESTMENT GROUP, LLC, RECORDED DECEMBER 11, 2019 IN DOCUMENT NO. 2019125401, OFFICAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.352 ACRE (15,311 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 488.29 feet right of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 261+37.48 on the north line of Lot 15, of said Spanish Oaks Terrance Subdivision, described in a deed to M.A. Urbanczyk, Jr. & Linda G. Urbanczyk, recorded in Document No. 1999061910, O.P.R.W.C.TX., for the southwest corner Lot 4, of said Spanish Oak Terrace Subdivision, described in a deed to Bustle Investment, LLC, recorded in Document No. 2019092139, O.P.R.W.C.TX., same being the southeast corner of Lot 5, of said Spanish Oaks Terrance Subdivision, described in a deed to Bustle Investment Group, LLC, recorded in Document No. 2018024886, O.P.R.W.C.TX.;

THENCE N 69°42'58" E, with the common line of said Lot 15 and said Lot 4, a distance of 424.30 feet to a calculated point** (Surface Coordinates: N=10,171,710.70, E=3,106,908.89) 64.00 feet right of Sam Bass Road E.C.S 261+40.67 on the proposed west right-of-way line of Sam Bass Road, for the northwest corner and **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** N 69°42'58" E, departing the proposed west right-of-way line of said Sam Bass Road, continuing with the common line of said Lot 3 and said Lot 4, crossing at a distance of 23.73 feet the north line of a 10-feet wide Road Widening Easement show on the said Spanish Oaks Terrace subdivision plat, and continuing for a total distance of 33.73 feet to a calculated point on the existing west right-of-way line of Sam Bass Road, a variable width right-of-way, no record information found, for the southeast corner of said Lot 4, same being the northeast corner of said Lot 3 and of the parcel described herein;

2) **THENCE** S 20°24'05" E, departing the common line of said Lot 3 and Lot 4, with the existing west right-of-way of said Sam Bass Road and the east line of said 10-feet wide Road Widening Easement, a distance of 471.88 feet to a 5/8-inch iron with an aluminum cap stamped "WILLIAMSON COUNTY" (1/2-inch iron rod found but replaced with 5/8-inch iron with an aluminum cap stamped "WILLIAMSON COUNTY") set 32.84 feet right of Sam Bass Road E.C.S. 266+12.79 on the proposed west right-of-way line of said Sam Bass Road, for the northeast corner of Lot 2, of said Spanish Oak Terrace Subdivision, described in a deed to Amy Kwalwasser and Chris Kjeldsen, recorded in Book 2522, Page 494, Official Records of Williamson County, Texas (O.R.W.C.TX.), same being the southeast corner of Lot 3 and of the parcel described herein;

EXHIBIT "A"

County: Williamson
Parcel No.: 5
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

THENCE, departing the existing west right-of-way line of said Sam Bass Road, with the proposed west right-of-way line of said Sam Bass Road, the following two (2) courses and distances numbered 3-4:

3) S 69°36'12" W, crossing at a distance of 10.00 feet the south line of said 10-feet wide Road Widening Easement, and continuing for a total distance of 31.16 feet to a calculated point** 64.00 feet right of Sam Bass Road E.C.S. 266+12.66, for the southwest corner of the parcel described herein, and

4) N 20°42'48" W, over and across said Lot 3, a distance of 471.95 feet to the **POINT OF BEGINNING**, and containing 0.352 acre (15,311 sq. ft.) of land, more or less.

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.

**Unable to set at time of survey, 5/8" iron rod with an aluminum cap stamped "Williamson County" may be set upon completion of the road construction project under the supervision of a registered professional land surveyor.

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

That I, Marvin Dearbonne Jr, 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.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

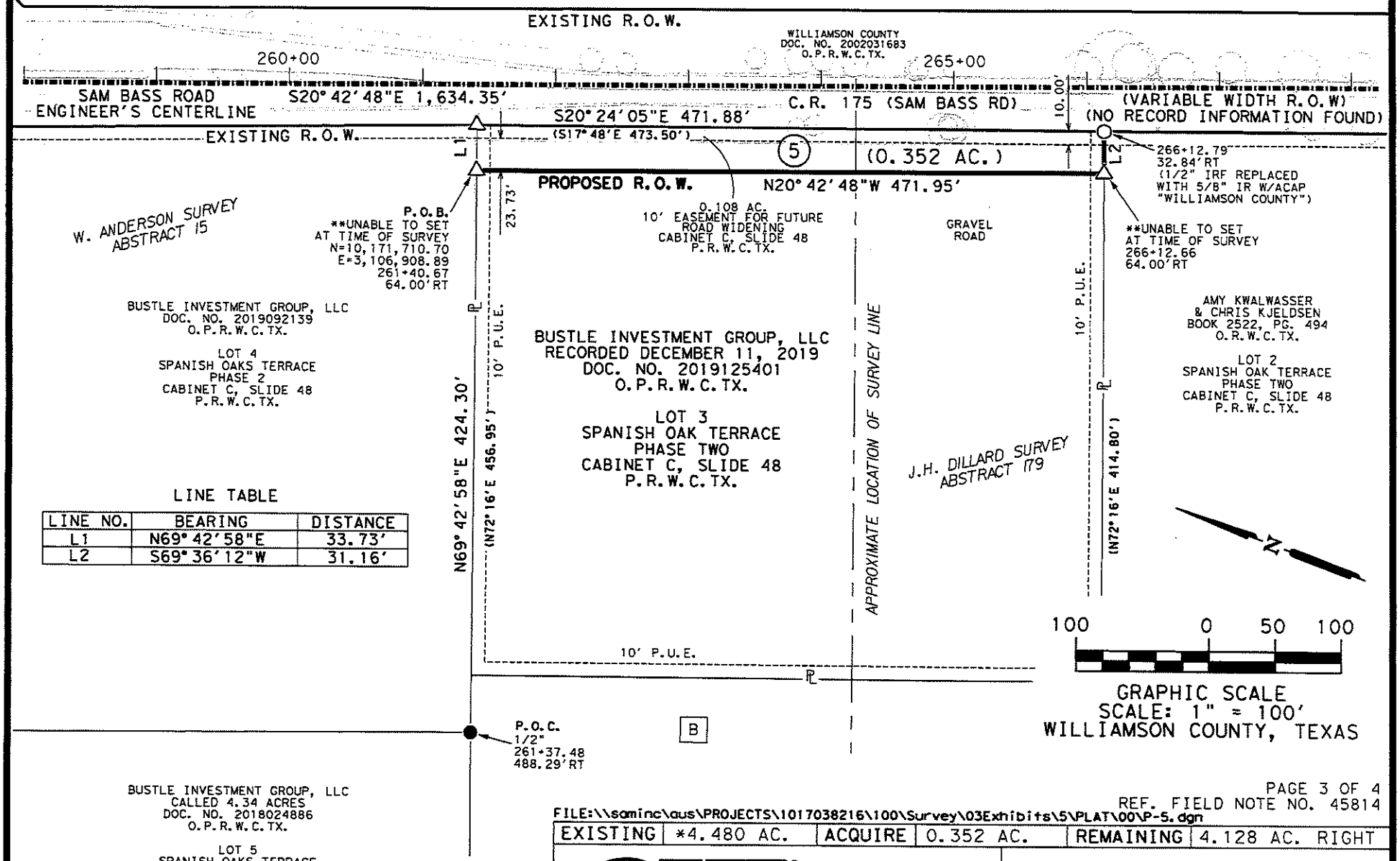
24 JULY 2020
Marvin Dearbonne Jr. Date
Registered Professional Land Surveyor
No. 5697 – State of Texas

STATE OF TEXAS REGISTERED MARVIN DEARBONNE JR. 5697 PROFESSIONAL LAND SURVEYOR

FN 45814

SAM Job No. 38216

EXHIBIT "A"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N69°42'58"E	33.73'
L2	S69°36'12"W	31.16'

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

REF. FIELD NOTE NO. 45814

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\5\PLAT\00\P-5.dgn

EXISTING	*4.480 AC.	ACQUIRE	0.352 AC.	REMAINING	4.128 AC. RIGHT

SAM
SURVEYING · AERIAL MAPPING · ENGINEERING
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
BUSTLE INVESTMENT GROUP, LLC
PARCEL 5
0.352 AC. (15,311 SQ. FT.)

EXHIBIT "A"

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	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
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
—∿—	DISTANCE NOT TO SCALE
——1——	DEED LINE (COMMON OWNERSHIP)

B

M.A. URBANCZYK, JR.
& LINDA G. URBANCZYK
DOC. NO. 1999061910
O.P.R.W.C.TX.

LOT 15
SPANISH OAKS TERRACE
PHASE 2
CABINET C, SLIDE 48
P.R.W.C.TX.

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 1952118, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE DECEMBER 23, 2019, AND ISSUED DATE JANUARY 3, 2020.

1. RESTRICTIVE COVENANTS: CABINET C, SLIDE 48, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOCUMENT NO. 199938819, DOCUMENT NO. 2004067953, DOCUMENT NO. 2017024684, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. SUBJECT TO.

10A. 10' IN WIDTH ALONG STREETSIDE PROPERTY LINES FOR FUTURE ROAD WIDENING EASEMENT RECORDED IN CABINET C, SLIDE 48, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

B. 10' IN WIDTH ALONG ALL BOUNDARY LINES FOR PUBLIC UTILITIES EASEMENT RECORDED IN CABINET C, SLIDE 48, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

C. ELECTRC/TELEPHONE EASEMENT TO PEDERNALES ELECTRIC COOPERATIVE, INC. RECORDED IN VOLUME 601, PAGE 107, DEED RECORDS OF WILLIAMON COUNTY, TEXAS, UNPLOTTABLE, MAY AFFECT.

D. WATERLINE EASEMENT TO CITY OF ROUND ROCK, TEXAS RECORDED IN DOCUMENT NO. 2007103234, OFFICIAL PUBLIC RECORDS OF WILLIAMON COUNTY, TEXAS, DOES NOT AFFECT.

E. TERMS, CONDITITIONS, AND STIPULATIONS IN THE INTERLOCAL AGREEMENT AS EVIDENCED IN AMENDMENT RECORDED IN DOCUMENT NO. 2006047401, OFFICIAL PUBLIC RECORDS OF WILLIAMON COUNTY, TEXAS, SUBJECT TO.

F. ANY AND ALL PORTION OF THE SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A PUBLIC OR PRIVATE ROADWAY.

G. ALL LEASES, GRANTS, EXCEPTION OR RESERVATION OF COAL, LIGNITE, OIL, GAS AND OTHER MINERAL, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

H. RIGHTS OF PARTIES IN POSSESSION. (OWNER POLICY)

I. ANY VISIBILE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED.

J. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARAIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.

K. RIGHT OF TENANTS, AS TENANTS ONLU, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS.

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 1952118, EFFECTIVE DATE DECEMBER 23, 2019, AND ISSUED DATE JANUARY 3, 2020. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. SAM BASS ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM KFRIESE. SCHEMATIC RECEIVED BY SAM, LLC. IN APRIL, 2019.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

**UNABLE TO SET AT TIME OF SURVEY, 5/8" IRON ROD WITH AN ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" MAY BE SET UPON COMPLETION OF THE ROAD CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

STATE OF TEXAS
REGISTERED
MARVIN DEARBONNE JR.
5697
PROFESSIONAL
LAND SURVEYOR

MARVIN DEARBONNE JR.
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5697, STATE OF TEXAS

24 JULY 2020
DATE

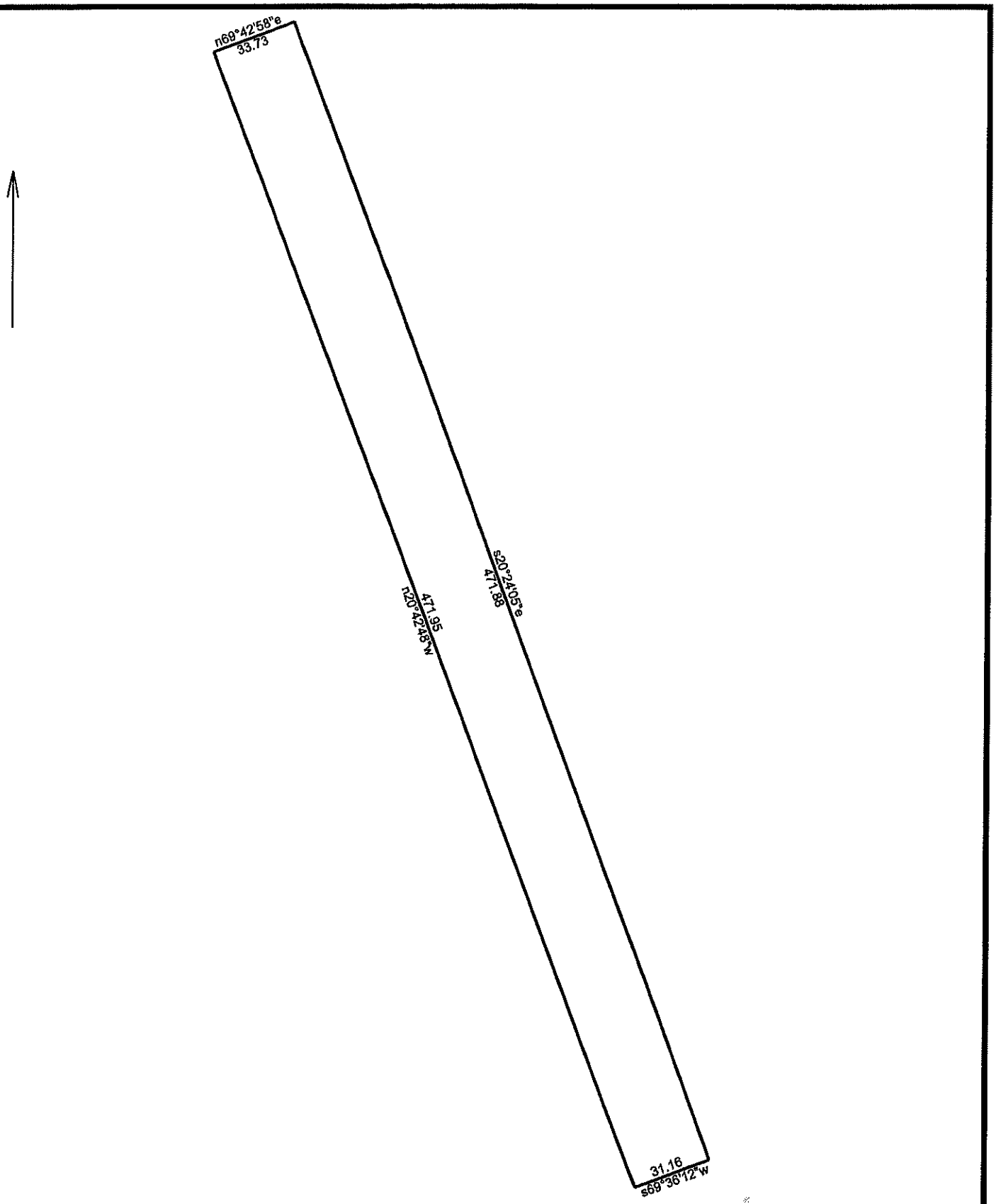
REF. FIELD NOTE NO. 45814

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\5\PLAT\00\P-5.dgn

EXISTING	*4.480 AC.	ACQUIRE	0.352 AC.	REMAINING	4.128 AC. RIGHT

SAM
SURVEYING·AERIAL MAPPING·ENGINEERING
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

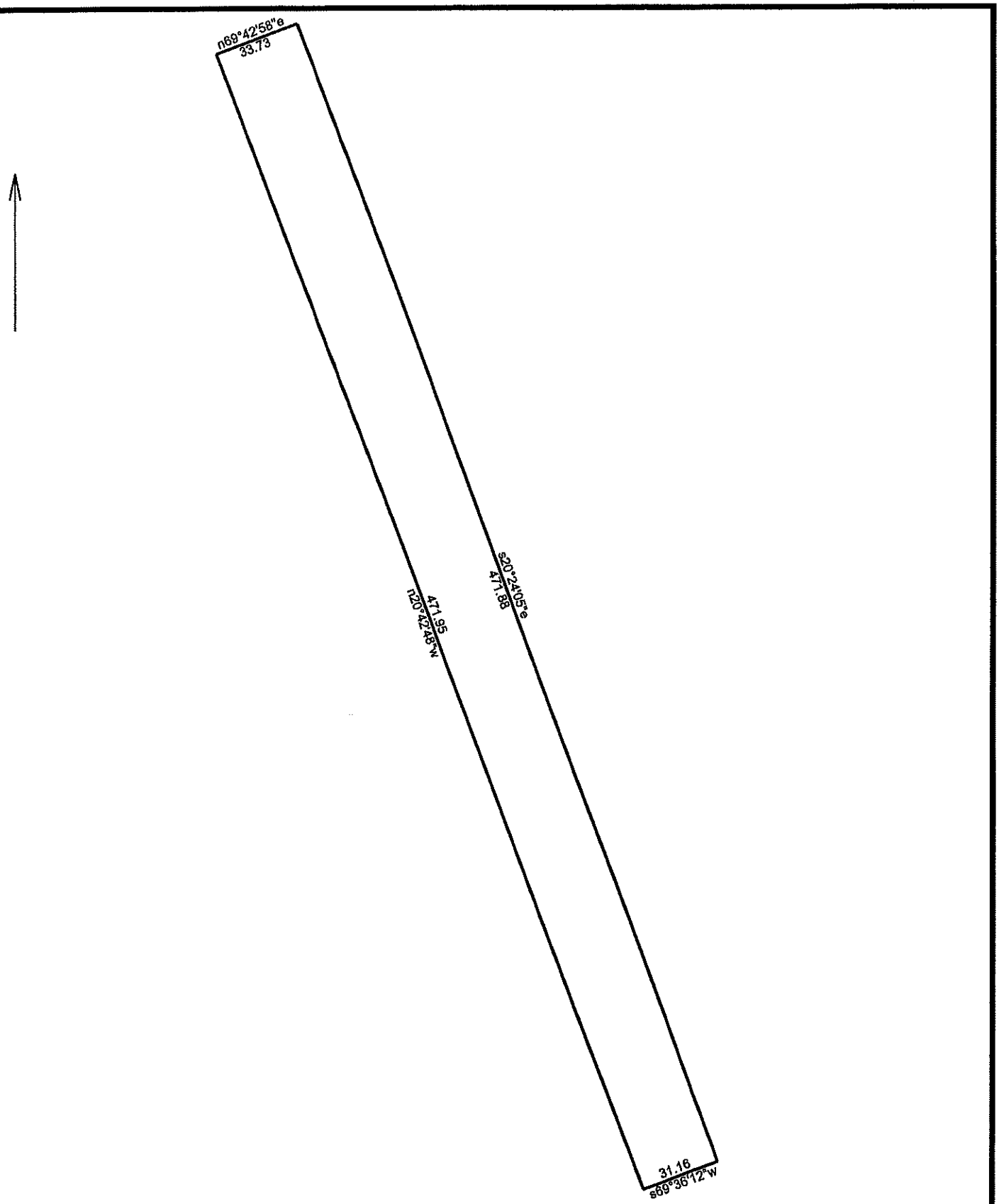
RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
BUSTLE INVESTMENT GROUP, LLC
PARCEL 5
0.352 AC. (15,311 SQ. FT.)



	10/14/2019
Scale: 1 inch= 51 feet	File: P-5-FN.ndp

Tract 1: 0.3515 Acres (15311 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/278238), Perimeter=1009 ft.

01 n69.4258e 33.73
02 s20.2405e 471.88
03 s69.3612w 31.16
04 n20.4248w 471.95



10/14/2019

Scale: 1 inch= 51 feet | File: P-5-PLAT.ndp

Tract 1: 0.3515 Acres (15311 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/278238), Perimeter=1009 ft.

01 n69.4258e 33.73
02 s20.2405e 471.88
03 s69.3612w 31.16
04 n20.4248w 471.95

Parcel P-5 : 240000 240004 240006 240005 240000

Total parent tract area =	15,311.7062 ft² =	0.3515 a
Total taken area =	0.0000 ft² =	0.0000 a
Remaining area =	15,311.7062 ft² =	0.3515 a

Description of parcel: P-5

Beginning parent tract description

Point 240000	N 10,171,710.7003 E	3,106,908.8882 Sta	0+00.00
Course from 240000 to 240004 N 69° 42' 58" E Dist 33.7310			
Point 240004	N 10,171,722.3938 E	3,106,940.5275 Sta	0+33.73
Course from 240004 to 240006 S 20° 24' 05" E Dist 471.8750			
Point 240006	N 10,171,280.1180 E	3,107,105.0210 Sta	5+05.61
Course from 240006 to 240005 S 69° 36' 12" W Dist 31.1620			
Point 240005	N 10,171,269.2576 E	3,107,075.8128 Sta	5+36.77
Course from 240005 to 240000 N 20° 42' 48" W Dist 471.9486			
Point 240000	N 10,171,710.7003 E	3,106,908.8882 Sta	10+08.72

Ending parent tract description

Commissioners Court - Regular Session **58.**

Meeting Date: 08/26/2025

CR 401/404 Agreed Final Judgment

Submitted For: Don Childs **Submitted By:** Don Childs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Agreed Final Judgment with Norma R. White, Aaron Keith White, Lance Alan White and Melissa Lafountain White, and University Federal Credit Union to acquire 2.802 AC needed for the CR 401/404 construction project (Parcel 3).

Background

Funding Source: TANS P588

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Judgment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/21/2025 08:30 AM
Form Started By: Don Childs		Started On: 08/19/2025 03:35 PM
Final Approval Date: 08/21/2025		

CR 401/404—Parcel 3

CAUSE NO. 22-0298-CC4

WILLIAMSON COUNTY, TEXAS **Condemnor**	§ §	IN THE COUNTY COURT
V.	§ §	AT LAW NO. THREE
NORMA R. WHITE, AARON KEITH WHITE, LANCE ALAN WHITE, and MELISSA LAFOUNTAIN WHITE, and UNIVERSITY FEDERAL CREDIT UNION **Condemnee**	§ §	WILLIAMSON COUNTY, TEXAS

AGREED FINAL JUDGEMENT

The parties have agreed to compromise and settle the issues in this lawsuit and request entry of this Agreed Final Judgement by the Court. It appears to the Court that it has jurisdiction of this matter, and that the parties have agreed to all provisions contained within this Agreed Final Judgement and desire to resolve this lawsuit upon the terms as follows:

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that fee title in and to approximately 2.802 acres 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, filed among the papers of this cause on or about March 16, 2022, and any subsequent live pleading amendments thereto; 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 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 constructing, reconstructing, realigning, replacing, relocating, installing, widening, building, renewing, upgrading, removing, inspecting, cleaning, changing, modifying, operating

and/or maintaining improvements to the County Road 401/404 roadway improvements and related drainage facilities, utility relocation, access connection adjustments, and performing associated public uses and purposes ("Project").

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 the Property to be acquired and damages (if any) to any remaining property of Norma R. White, Aaron Keith White, Lance Alan White, and Melissa Lafountian White, and University Federal Credit Union (hereinafter "Condemnee"), that Condemnee shall recover from Condemnor the total sum of **SEVEN HUNDRED FIFTY THOUSAND and No/100 DOLLARS ($750,000.00)** of which total amount the parties agree:

1. FIVE HUNDRED FIVE THOUSAND FIVE HUNDRED FORTY and No/100 DOLLARS ($505,540.00) was previously deposited with the court on or about June 7, 2022, pursuant to the written Award of Special Commissioners filed among the papers of this cause on or about June 6, 2022, which amount shall be credited towards the total compensation; and

2. The remaining balance of **TWO HUNDRED FORTY-FOUR THOUSAND FOUR HUNDRED SIXTY AND No/100 ($244,460.00)** is now due and owing from Condemnor to Condemnee in full satisfaction of this Judgment.

It is further ORDERED that the Condemnor shall pay Condemnee the remaining balance of **TWO HUNDRED FORTY-FOUR THOUSAND FOUR HUNDRED SIXTY AND No/100 ($244,460.00)** 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, Condemnee 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 wire transfer, check, or warrant payable to "Barron Adler Clough & Oddo, PLLC," and if applicable, deliver such payment to any attorney or employee of Barron Adler Clough & Oddo, PLLC at 808 Nueces Street, Austin, Texas 78701, and that a representative of Condemnee or its attorneys 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 Condemnee is unable to provide necessary documents or payment information to effectuate payment, or be available to accept payment as directed above, Condemnor may deposit the remaining balance in the registry of the Court to satisfy this Judgment.

It is further ORDERED that upon payment by the Condemnor of the remaining 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 condemnee University Federal Credit Union, who executed a disclaimer of interest in this lawsuit, which was filed among the papers of this cause on or about April 18, 2022, and is attached as Exhibit "B" hereto, shall take nothing under this judgment.

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 fully and finally 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

[signature pages follow]

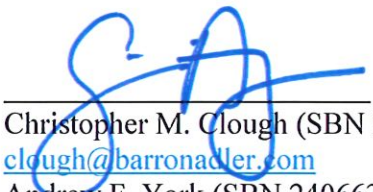
PREPARED BY AND APPROVED AS TO SUBSTANCE AND FORM:

_____

John L. Kelley
State Bar No. 24089109
john@scrrlaw.com
SHEETS & CROSSFIELD, P.L.L.C.
309 East Main Street
Round Rock, Texas 78664
512.255.8877

ATTORNEY FOR CONDEMNOR
WILLIAMSON COUNTY, TEXAS

APPROVED AND AGREED AS TO SUBSTANCE AND FORM:



Christopher M. Clough (SBN 24044802)
clough@barronadler.com
Andrew F. York (SBN 24066318)
york@barronadler.com
Glorieni M. Azeredo (SBN 24077840)
azeredo@barronadler.com
BARRON, ADLER, CLOUGH & ODDO, PLLC
808 Nueces Street
Austin, Texas 78701
Ph: (512) 478-4995
Fax: (512) 478-6022

ATTORNEYS FOR CONDEMNEES
NORMA R. WHITE, AARON KEITH WHITE, LANCE ALAN WHITE and MELISSA LAFOUNTAIN WHITE

AGREED AND ACCEPTED:

Williamson County, Texas

By: _____

Print/title: _____

Date: _____

AGREED FINAL JUDGMENT

EXHIBIT "A"

EXHIBIT "A"

County: Williamson
Parcel No.: 3
Highway: C.R. 401/404
Limits: From: FM 973
To: Intersection of US 79

January 19, 2022

PROPERTY DESCRIPTION FOR PARCEL 3

DESCRIPTION OF A 2.802 ACRE (122,045 SQ. FT.) PARCEL OF LAND LOCATED IN THE J.C. EAVES SURVEY, ABSTRACT NO. 214, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A REMAINDER OF A CALLED 80.00 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO EUGENE E. ROZACKY OF DALLAS COUNTY, TEXAS AND NORMA R. WHITE AND AARON KEITH WHITE, RECORDED JANUARY 18, 1980 IN VOLUME 787, PAGE 242, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.TX.); SAID 2.802 ACRE (122,045 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 4" steel fence post found 1,363.85 feet left of County Road 401 (C.R. 401) Engineer's Centerline Station (E.C.S.) 130+33.91 on the south line of the remainder of a called 51.4 acre tract of land, described in a deed to Ed Hehman, recorded in Volume 366, Page 282, D.R.W.C.TX., for the northwest corner of a called 95.260 acre tract of land, described in a deed to Brandon Roznovak and wife, Abby Roznovak, recorded in Document No. 2014074516, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX.), from which a 5/8-inch iron rod with a plastic cap found, for the southwest corner of said 95.260 acre tract bears S 07°39'14" W, a distance of 3,022.83 feet;

THENCE S 82°30'54" E, with the common line of said 95.260 acre tract and said remainder of a called 51.4 acre tract, a distance of 1,382.27 feet to a 4" wood fence post found on the existing west right-of-way line of C.R. 401, a variable width right-of-way, no record information found, for the northeast corner of said 95.260 acre tract, same being the southeast corner of said remainder of a called 51.4 acre tract;

THENCE N 06°43'09" E, departing the common line of said 95.260 acre tract and said remainder of a called 51.4 acre tract, with the existing west right-of-way line of said C.R. 401, a distance of 980.42 feet to a 3" metal fence post found, for the northeast corner of a called 40.00 acre tract of land, described in a deed to Harvey Bill Hehman, recorded in Volume 669, Page 935, D.R.W.C.TX., for the southeast corner of a called 79.74 acre tract of land, described in a deed to Ernest Lawrence, recorded in Document No. 1997051006, O.P.R.W.C.TX.;

THENCE N 83°16'41" W, departing the existing west right-of-way line of said C.R. 401, with the common line of said 40.00 acre tract and said 79.74 acre tract, a distance of 76.77 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet left of C.R. 401 E.C.S 140+08.65 on the proposed west right-of-way line of C.R. 401;

THENCE N 07°16'57" E, departing the common line of said 40.00 acre tract and said 79.74 acre tract, with the proposed west right-of-way line of said C.R. 401, over and across said 79.74 acre tract, a distance of 1,510.48 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet left of C.R. 401 E.C.S 155+19.12 on the common line of said 79.74 acre tract and a called 2,828.16 square vara tract of land, described in a deed to A. Anderson, recorded in Volume 79, Page 46, D.R.W.C.TX.;

THENCE N 07°16'57" E, continuing with the proposed west right-of-way line of said C.R. 401, over and across said 2,828.16 square vara tract, a distance of 16.00 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,176,898.16, E=3,203,279.70) set 68.00 feet left of C.R. 401 E.C.S 155+35.13 on the common line of said remainder of a called 80.00 acre tract and said 2,828.16 square vara tract, for the southwest corner and the **POINT OF BEGINNING** of the parcel described herein;

THENCE departing the common line of said remainder of a called 80.00 acre tract and said 2,828.16 square vara tract, continuing with the proposed west right-of-way line of said C.R. 401, over and across said remainder of a called 80.00 acre tract, the following six (6) courses and distances numbered 1-6:

1) N 07°16'57" E, a distance of 260.85 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet left of C.R. 401 E.C.S 157+95.95, said point being the beginning of a curve to the left,

2) With said curve to the left, an arc distance of 93.69 feet, through a central angle 00°21'34", having a radius of 14,932.00 feet, and a chord that bears N 07°06'10" E, a distance of 93.69 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet left of C.R. 401 E.C.S 158+90.09,

3) N 06°55'23" E, a distance of 763.51 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet left of C.R. 401 E.C.S 166+53.60, said point being the beginning of a curve to the right,

4) With said curve to the right, an arc distance of 388.70 feet, through a central angle 10°40'35", having a radius of 2,086.00 feet, and a chord that bears N 12°18'28" E, a distance of 388.14 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet left of C.R. 401 E.C.S 170+29.53, said point being the beginning of a curve to the left,

5) With said curve to the left, an arc distance of 158.11 feet, through a central angle 04°41'21", having a radius of 1,932.00 feet, and a chord that bears N 15°20'53" E, a distance of 158.07 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet left of C.R. 401 E.C.S 171+93.21, and

6) N 13°00'13" E, a distance of 179.95 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 59.64 feet left of C.R. 401 E.C.S 173+78.95, on the existing west right-of-way line of said C.R. 401, for the north corner of the parcel described herein, from which a 4" wood fence post found on the existing west right-of-way line of said C.R. 401 bears N 06°51'56" E, a distance of 737.92 feet;

7) **THENCE** S 06°51'56" W, departing the proposed west right-of-way line of said C.R. 401, with the existing west right-of-way line of said C.R. 401, a distance of 1,842.03 feet to a 1/2-inch iron rod found, for the northeast corner of said 2,828.16 square vara tract, same being the southeast corner of said remainder of a called 80.00 acre tract and of the parcel described herein;

EXHIBIT "A"

County: Williamson
Parcel No.: 3
Highway: C.R. 401/404
Limits: From: FM 973
To: Intersection of US 79

January 19, 2022

8) **THENCE** N 81°30'15" W, departing the existing west right-of-way line of said C.R. 401, with the common line of said remainder of a called 80.00 acre tract and said 2,828.16 square vara tract, a distance of 82.46 feet to the **POINT OF BEGINNING**, and containing 2.802 acres (122,045 sq. ft.) of land, more or less.

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 1.00012352. Units: U.S. Survey Feet.

**Unable to set at time of survey, 5/8" iron rod with an aluminum cap stamped "Williamson County" may be set upon completion of the road construction project under the supervision of a registered professional land surveyor.

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.

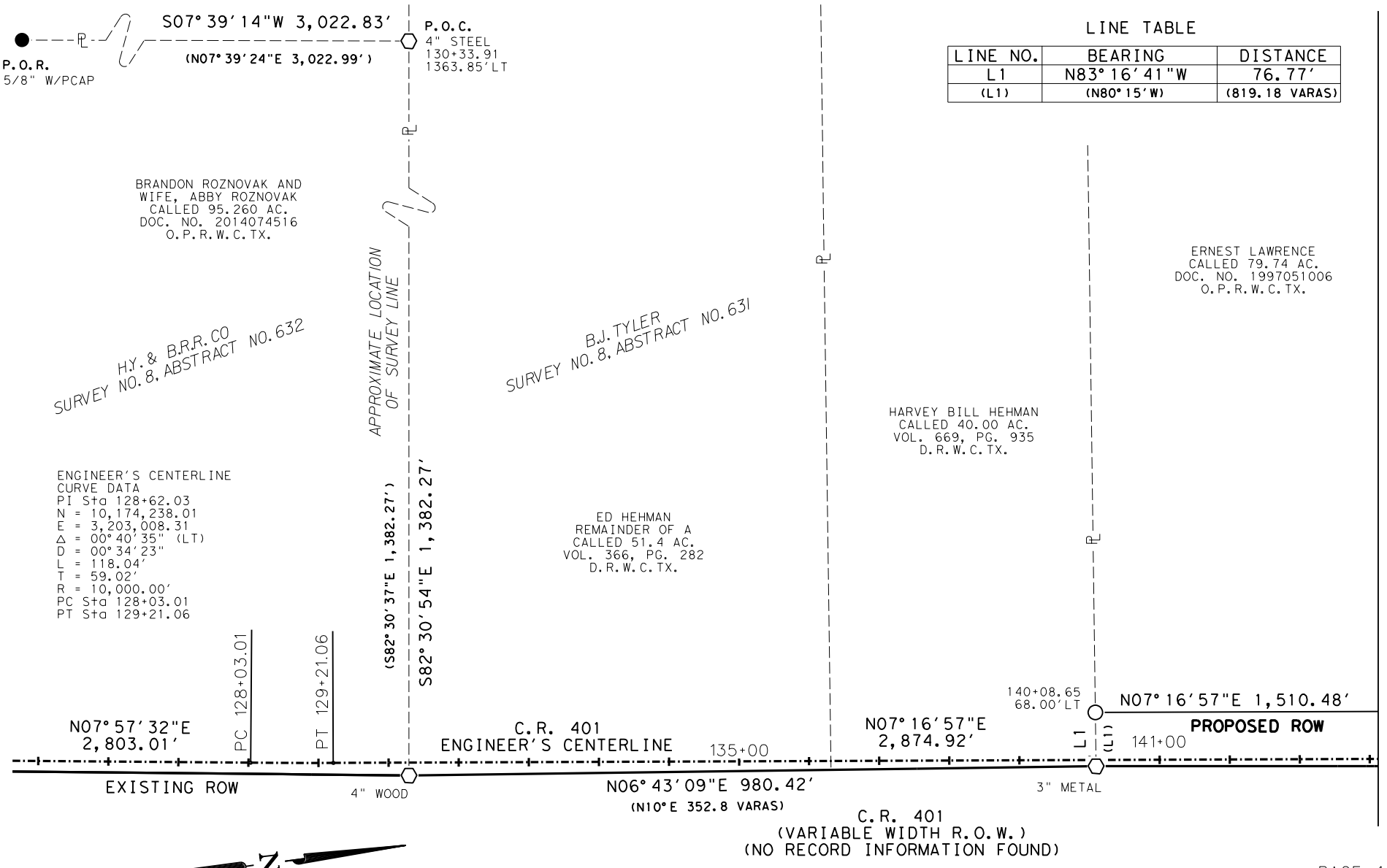
Scott C. Brashear 1/19/22

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

EXHIBIT "A"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N83° 16' 41"W	76.77'
(L1)	(N80° 15'W)	(819.18 VARAS)

N

200 0 100 200

GRAPHIC SCALE
SCALE: 1" = 200'
WILLIAMSON COUNTY, TEXAS

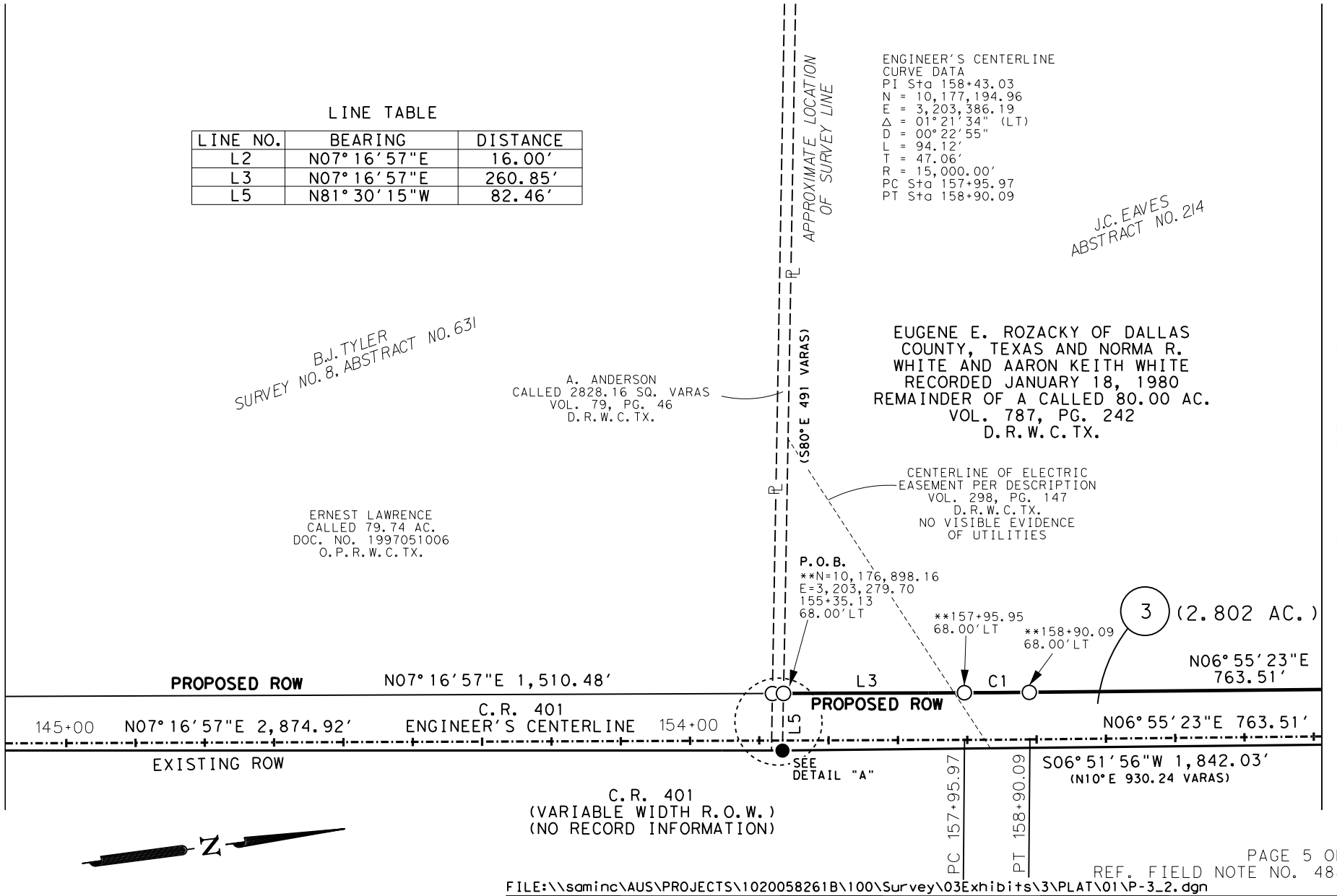
REF. FIELD NOTE NO. 48883
FILE:\\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\3\PLAT\01\P-3_1.dgn

EXISTING	78.00 AC.	ACQUIRE	2.802 AC.	REMAINING	75.198 AC. LEFT

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Fax: (512) 326-3029
Texas Firm Registration No. 10064300

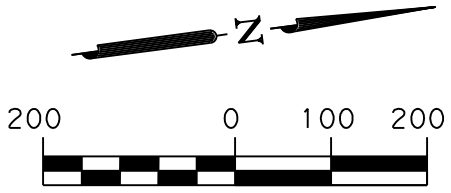
RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
EUGENE E. ROZACKY OF DALLAS COUNTY, TEXAS AND NORMA R. WHITE AND AARON KEITH WHITE
PARCEL 3
2.802 AC. (122,045 SQ. FT.)

EXHIBIT "A"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L2	N07°16'57"E	16.00'
L3	N07°16'57"E	260.85'
L5	N81°30'15"W	82.46'



GRAPHIC SCALE
SCALE: 1" = 200'
WILLIAMSON COUNTY, TEXAS

REF. FIELD NOTE NO. 48883

FILE:\\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\3\PLAT\01\P-3_2.dgn

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COUNTY, TEXAS AND NORMA R.
WHITE AND AARON KEITH WHITE
PARCEL 3
2.802 AC. (122,045 SQ. FT.)

EXHIBIT "A"

MATCH SHEET 5 OUT OF 8

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	00°21'34"LT	14,932.00'	93.69'	93.69'	N07°06'10"E
C2	10°40'35"RT	2,086.00'	388.70'	388.14'	N12°18'28"E
C3	04°41'21"LT	1,932.00'	158.11'	158.07'	N15°20'53"E

LINE TABLE

LINE NO.	BEARING	DISTANCE
L4	N13°00'13"E	179.95'

J.C. EAVES
ABSTRACT NO. 214

EUGENE E. ROZACKY OF DALLAS COUNTY, TEXAS AND NORMA R. WHITE AND AARON KEITH WHITE
RECORDED JANUARY 18, 1980
REMAINDER OF A CALLED 80.00 AC.
VOL. 787, PG. 242
D.R.W.C.TX.

ENGINEER'S CENTERLINE
CURVE DATA
PI Sta 168+42.12
N = 10,178,186.76
E = 3,203,506.61
Δ = 10°46'10" (RT)
D = 02°51'53"
L = 375.93'
T = 188.52'
R = 2,000.00'
PC Sta 166+53.60
PT Sta 170+29.53

ACCESS EASEMENT
DOC. NO. 2016060695
O.R.W.C.TX.

NORMA RUTH WHITE, LANCE ALLAN WHITE, AND WIFE, MELISSA LAFOUTAIN WHITE
CALLED 2.00 AC.
DOC. NO. 2016116715
O.P.R.W.C.TX.

WATER WELL EASEMENT
DOC. NO. 2016060694
O.R.W.C.TX.

3 (2.802 AC.)

ENGINEER'S CENTERLINE
CURVE DATA
PI Sta 172+04.69
N = 10,178,533.24
E = 3,203,617.14
Δ = 10°00'37" (LT)
D = 02°51'53"
L = 349.43'
T = 175.16'
R = 2,000.00'
PC Sta 170+29.53
PT Sta 173+78.96

UNION PACIFIC RAILROAD
(200' WIDE R.O.W.)
AS DEPICTED ON A R.O.W. TRACK MAP DATED JUNE 30, AND 1917

POSSIBLE LOCATION OF ELECTRIC EASEMENT
VOL. 1234, PG. 171
D.R.W.C.TX.
(DESCRIPTION VAGUE)

C.R. 401
(VARIABLE WIDTH R.O.W.)
(NO RECORD INFORMATION)

N06°55'23"E
763.51'

**166+53.60
68.00'LT

C2

**170+29.53
68.00'LT

C3

**171+93.21
68.00'LT

L4

PROPOSED ROW

165+00

S06°51'56"W
1,842.03'
(N10°E 930.24 VARAS)

EXISTING ROW

PC 166+53.60

PRC 170+29.53

PT 173+78.96

173+78.95
59.64'LT

N06°51'56"E 737.92'

EXISTING ROW

P.O.R.
4" WOOD

180+00

N07°40'56"E 1,030.63'

C.R. 401
ENGINEER'S CENTERLINE

ELECTRICEASEMENT
VOL. 898, PG. 283
D.R.W.C.TX.

N

200 0 100 200

GRAPHIC SCALE
SCALE: 1" = 200'
WILLIAMSON COUNTY, TEXAS

REF. FIELD NOTE NO. 48883

FILE:\\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\3\PLAT\01\P-3_3.dgn

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Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
EUGENE E. ROZACKY OF DALLAS COUNTY, TEXAS AND NORMA R. WHITE AND AARON KEITH WHITE
PARCEL 3
2.802 AC. (122,045 SQ. FT.)

EXHIBIT "A"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 21061676, ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE JULY 14, 2021, AND ISSUED DATE JULY 23, 2021.

10. A. EASEMENT DATED JUNE 27, 1939, EXECUTED BY ADAM APPEL TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 298, PAGE 147, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (PLOTTED PER DESCRIPTION, NO VISIBLE EVIDENCE OF UTILITIES, MAY AFFECT)

B. EASEMENT DATED MARCH 1, 1946, EXECUTED BY ADAM APPEL AND BERTHA APPEL TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 337, PAGE 14, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (MAY AFFECT)

C. RIGHT OF WAY EASEMENT DATED AUGUST 11, 1972, EXECUTED BY EMIL ROZACKY AND VLASTA ROZACKY TO JONAH, RECORDED IN VOLUME 564, PAGE 55, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (AS-BUILT EASEMENT, UNABLE TO PLOT, MAY AFFECT)

D. RIGHT OF WAY EASEMENT DATED DECEMBER 13, 1974, EXECUTED BY EMIL ROZACKY AND VLASTA ROZACKY TO JONAH WATER SUPPLY CORP., RECORDED IN VOLUME 601, PAGE 122, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (AS-BUILT EASEMENT, UNABLE TO PLOT, MAY AFFECT)

E. EASEMENT AND RIGHT OF WAY DATED APRIL 29, 1982, EXECUTED BY NORMN WHITE TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 898, PAGE 283, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (BEGINS AND RUNS NORTH OF SUBJECT PARCEL, DOES NOT AFFECT)

F. EASEMENT AND RIGHT OF WAY DATED JANUARY 29, 1985, EXECUTED BY NORMA WHITE, KEITH WHITE AND EUGENE E. ROZNCKY TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 1234, PAGE 171, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT ACCURATELY, POSSIBLE LOCATION SHOWN, MAY AFFECT)

G. EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION FILED JULY 7, 2016 TO QWEST COMMUNLCATIONS COMPANY, LLC, F/K/A QUEST COMMUNICATIONS CORPORATION, SPRING COMMUNICATIONS COMPANY, LP, AND LEVEL 3 COMMUNICATIONS, LLC, RECORDED UNDER DOCUMENT NO. 2015075890, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (BLANKET IN NATURE, UNABLE TO PLOT, MAY AFFECT)

H. SPRINGING CONTINGENT WATER WELL EASEMENT DATED JUNE 30, 2016, EXECUTED BY AARON KEITH WHITE, NORMA RUTH WHITE AND LANCE ALLAN WHITE AND WIFE, MELISSA LAFOUNTAIN WHITE TO UNIVERSITY FEDERAL CREDIT UNION, RECORDED UNDER DOCUMENT NO. 2016060694, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

I. SPRINGING CONTINGENT ACCESS EASEMENT DATED JUNE 30, 2016, EXECUTED BY AARON KEITH WHITE, NORMA RUTH WHITE AND LANCE ALLAN WHITE AND WIFE, MELISSA LAFOUNTAIN WHITE TO UNIVERSITY FEDERAL CREDIT UNION, RECORDED UNDER DOCUMENT NO. 2016060695, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (AFFECTS AS SHOWN)

REF. FIELD NOTE NO. 48883

FILE:\\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\3\PLAT\01\P-3_3.dgn

EXISTING	78.00 AC.	ACQUIRE	2.802 AC.	REMAINING	75.198 AC. LEFT

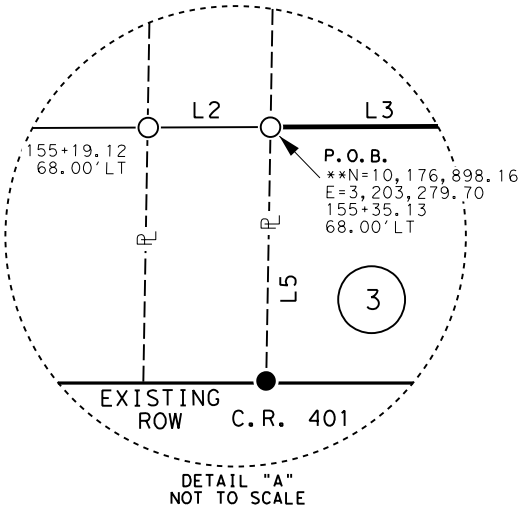
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(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
EUGENE E. ROZACKY OF DALLAS
COUNTY, TEXAS AND NORMA R.
WHITE AND AARON KEITH WHITE
PARCEL 3
2.802 AC. (122,045 SQ. FT.)

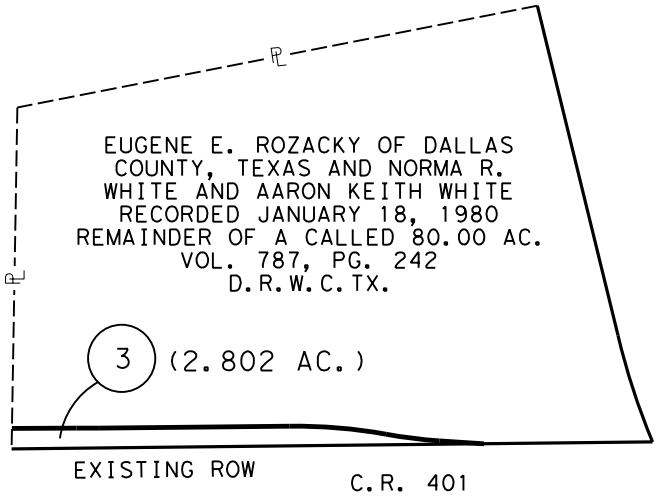
LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
■	TYPE I CONCRETE MONUMENT FOUND
⊡	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
⊙	1/2" IRON PIPE FOUND UNLESS NOTED
▲	80D NAIL FOUND
⊕	MAGNAIL FOUND
◎	SPINDLE FOUND
✖	RAILROAD TIE
△	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
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
—~—	DISTANCE NOT TO SCALE
——/——	DEED LINE (COMMON OWNERSHIP)

EXHIBIT "A"



DETAIL "A"
NOT TO SCALE



NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.

2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TEXAN TITLE INSURANCE COMPANY, GF NO. 21061676, EFFECTIVE DATE JULY 14, 2021, AND ISSUED DATE JULY 23, 2021. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.

3. C.R. 401 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM HNTB. SCHEMATIC RECEIVED BY SAM, LLC. IN MAY, 2021.

4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

**UNABLE TO SET AT TIME OF SURVEY, 5/8" IRON ROD WITH AN ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" MAY BE SET UPON COMPLETION OF THE ROAD CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



Scott C. Brashear

1/19/22

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE

REF. FIELD NOTE NO. 48883

FILE:\\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\3\PLAT\01\P-3_3.dgn

EXISTING	78.00 AC.	ACQUIRE	2.802 AC.	REMAINING	75.198 AC. LEFT

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COUNTY, TEXAS AND NORMA R.
WHITE AND AARON KEITH WHITE
PARCEL 3
2.802 AC. (122,045 SQ. FT.)

AGREED FINAL JUDGMENT

EXHIBIT "B"

Filed: 4/18/2022 11:57 AM
Nancy E. Rister, County Clerk
Williamson County, Texas
By: Kelly Phillips, Deputy Clerk

CR401 – White (3)

CAUSE NO. 22-0298-CC4

WILLIAMSON COUNTY, TEXAS **Condemnor**	§	IN THE COUNTY COURT
V.	§	
NORMA R. WHITE, AARON KEITH WHITE, LANCE ALAN WHITE and MELISSA LAFOUNTAIN WHITE, and UNIVERSITY FEDERAL CREDIT UNION **Condemnees**	§	AT LAW NO. FOUR WILLIAMSON COUNTY, TEXAS

DISCLAIMER OF INTEREST

UNIVERSITY FEDERAL CREDIT UNION ("UFCU"), having received a copy of Plaintiff's current live Petition naming it as a Defendant/Condemnee in the above-styled condemnation cause of action, states that it has no interest in the property at issue.

UFCU waives and fully releases any claim to any special commissioners' award, settlement, judgment, and/or any other compensation entered herein for this condemnation, or any other interest whatsoever in the property made the subject of this lawsuit, and hereby agrees not to file objections to any commissioners' award in this cause.

UFCU further stipulates that any additional action taken in this cause may proceed without its participation, notice, or involvement.

UFCU asks to be removed as a Defendant in this case.

Executed this 14th day of April, 2022.

Respectfully submitted,

UNIVERSITY FEDERAL CREDIT UNION

By: _____

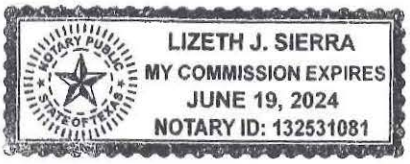
Sam Denton
Associate Corporate Counsel
Texas State Bar No. 24064378
PO Box 9350
Austin, TX 78766
8303 N. MoPac Expressway, Ste A105
Austin, TX 78759
Phone: 512-467-8080
legal@ufcu.org

ATTORNEY FOR [redacted] DEFENDANT

Copy from re:SearchTX

Acknowledgment

Acknowledged before me on this the 14 day of April, 2022 by Sam Denton, being an authorized representative of University Federal Credit Union, who stated that this document was executed in the capacity and for the purposes contained therein.



Notary Public, State of Texas
Printed Name: Lizeth J. Sierra
My Commission Expires: 06/19/2024

Copy from re:SearchTX

Automated Certificate of eService

This automated certificate of service was created by the efiling system. The filer served this document via email generated by the efiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Terri Woodmancy on behalf of Mylan Shaunfield
Bar No. 24090680
terri@scrrlaw.com
Envelope ID: 63642379
Status as of 4/18/2022 2:02 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
James Smith	24082170	jbsmith@namanhowell.com	4/18/2022 11:57:38 AM	SENT

Copy from re:SearchTX

Commissioners Court - Regular Session **59.**

Meeting Date: 08/26/2025

Arterial K Exchange Deed

Submitted For: Don Childs **Submitted By:** Don Childs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Exchange Deed whereas Williamson County will deed 2.728 AC to Savannah Prominent Development LLC, a Texas limited liability company, in exchange for 3.16 AC and 6.088 AC needed for the future Arterial K construction project.

Background

Funding Source: LTP P457

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SCOFIELD-Exchange Deed

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/21/2025 08:31 AM
Form Started By: Don Childs		Started On: 08/19/2025 03:44 PM
Final Approval Date: 08/21/2025		

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY 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.

EXCHANGE DEED

ARTERIAL K RIGHT OF WAY

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

WHEREAS, WILLIAMSON COUNTY, TEXAS, whose address is 710 Main Street, Suite 101, Georgetown, Texas 78626, Attn: County Auditor (herein referred to as "*COUNTY*"), is the owner of the real property in Williamson County, Texas, more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference (collectively "*Tract 1*"); and

WHEREAS, SAVANNAH PROMINENT SCOFIELD DEVELOPMENT, LLC., a Texas limited liability company whose address is 15660 N. Dallas Parkway, Suite 110, Dallas, Texas, Attn: Project Manager (herein referred to as "*DEVELOPER*"), is the owner of the real property in Williamson County, Texas, more particularly described on **Exhibits "B"**, attached hereto and incorporated herein by reference (collectively "*Tract 2*"); and

WHEREAS, for mutually beneficial purposes, COUNTY and DEVELOPER desire to exchange property, so that DEVELOPER will hereafter own Tract 1 and COUNTY will hereafter own Tract 2;

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS THAT for $10.00 and other good and valuable consideration, and according to the terms of that certain Roadway Conveyance and Construction Agreement between the parties, the receipt and sufficiency of which are hereby acknowledged, and in order to accomplish the exchange of Tract 1 and Tract 2:

(a) COUNTY has EXCHANGED, GRANTED, and CONVEYED and, by these presents, does hereby EXCHANGE, GRANT, and CONVEY Tract 1 unto DEVELOPER, TO HAVE AND TO HOLD Tract 1, together with all improvements, rights, and appurtenances thereto unto DEVELOPER and its successors and assigns, forever; and COUNTY does hereby bind itself and its successors and assigns to warrant and forever defend Tract 1 unto DEVELOPER, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under COUNTY, but not otherwise; except, however, that this conveyance is made subject to all easements, restrictions, reservations, and other title exceptions that are filed of record or visible or apparent on the ground, to the extent the same are valid and subsisting and affect Tract 1, and the liens securing payment of ad valorem taxes for the current and all subsequent years following the date of this deed. COUNTY shall remain responsible for

the payment of any prorated ad valorum taxes due and owing for the year of conveyance applicable to Tract 1 prior to the date of this deed; and

(b) DEVELOPER has EXCHANGED, GRANTED, and CONVEYED and, by these presents, does hereby EXCHANGE, GRANT, and CONVEY Tract 2 unto COUNTY, TO HAVE AND TO HOLD Tract 2, together with all improvements, rights, and appurtenances thereto unto COUNTY and its successors and assigns, forever; and DEVELOPER does hereby bind itself and its successors, and assigns to warrant and forever defend Tract 2 unto COUNTY, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under DEVELOPER, but not otherwise; except, however, that this conveyance is made subject to all easements, restrictions, reservations, and other title exceptions that are filed of record or visible or apparent on the ground, to the extent the same are valid and subsisting and affect Tract 2, and the liens securing payment of ad valorem taxes for the current and all subsequent years following the date of this deed. DEVELOPER shall remain responsible for the payment of any prorated ad valorum taxes due and owing for the year of conveyance applicable to Tract 2 prior to the date of this deed.

Any liens or claims that would arise in favor of any party by operation of law, or otherwise, due to Tract 1 and Tract 2 not being equal in size or value are expressly waived and released. This Exchange Deed may be executed simultaneously in two or more counterparts, each of which will be deemed an original, and all of which will constitute one and the same instrument.

* * *

EXECUTED AND DELIVERED by the undersigned effective as of _____, 2025.

(*signatures on following pages*)

COUNTERPART SIGNATURE PAGE TO EXCHANGE DEED

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____
Steven Snell, County Judge

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 2025, by County Judge Steven Snell, in the capacity and for the purposes and consideration recited herein.

(seal)

_____
Notary Public Signature

COUNTERPART SIGNATURE PAGE TO EXCHANGE DEED

DEVELOPER:

SAVANNAH PROMINENT SCOFIELD DEVELOPMENT, LLC, a Texas limited liability company

By: _____

Name: Timothy S. Baumann

Its: Manager

THE STATE OF TEXAS §
§
COUNTY OF Dallas §

This instrument was acknowledged before me on June 18, 2025, by Timothy S. Baumann in the capacity and for the purposes and consideration recited herein.

(seal)

CRYSTAL DAVIS BAUMANN
Notary ID #130065169
My Commission Expires
January 31, 2027

CBaumann
Notary Public Signature

EXHIBIT "A" (Tract 1)

MATKINHOOVER
ENGINEERING
& SURVEYING

FIELD NOTES FOR A 2.838 ACRE TRACT OF LAND

A **2.838 acre** tract of land, out of the Maria Jesusa Garcia Survey No. 206, Abstract 246, and the S.G. Evetts Survey No. 207, Abstract 224, Williamson County, Texas and being a portion of a called 3.759 acre tract of land (Tract 1) as described of record in Document No. 2024063386 of the Official Public Records of Williamson county, Texas. Said **2.838 acre** tract being more particularly described by metes and bounds as follows:

BEGINNING at a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" in the east line of a called 137.936 acre tract of land as described of record in Document No. 2024079100 of the Official Public Records of Williamson county, Texas, in the west line of a called 50.00 acre tract of land as described of record in Volume 765, Page 342 of the Deed Records of Williamson County, Texas, for the southeast corner and a point of curvature of said 3.759 acre tract and the tract described herein;

THENCE: With the southerly line of said 3.759 acre tract, the following four (4) courses:

1. With a curve to the left having a radius of **1140.00 feet**, an arc length of **8.01 feet**, a delta angle of **0° 24' 09"** and a chord bears, **N 71° 26' 09" W**, a distance of **8.01 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a point of tangency,
2. **N 71° 14' 05" W**, a distance of **1073.12 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a westerly corner,
3. **N 18° 45' 55" E**, a distance of **60.00 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for an interior corner, and
4. **N 71° 14' 05" W**, a distance of **107.69 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for the most westerly corner and a point of curvature of the tract described herein;

THENCE: Into said 3.759 acre tract, the following two (2) courses:

1. With a non-tangent curve to the right having a radius of **2400.00 feet**, an arc length of **97.98 feet**, a delta angle of **2° 20' 21"** and a chord bears, **S 87° 17' 12" E**, a distance of **97.97 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a point of tangency, and
2. **S 86° 07' 02" E**, a distance of **128.13 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" in the northeast line of said 3.759 acre tract and for a northerly corner of the tract described herein;

THENCE: **S 71° 14' 05" E**, with the northeast line of said 3.759 acre tract, a distance of **867.75 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" in the east line of said 137.936 acre tract, the west line of said 50.00 acre tract, for the northeasterly corner of said 3.759 acre tract and the tract described herein;

THENCE: **S 21° 54' 15" E**, with the east line of said 3.759 acre tract and the west line of said 50.00 acre tract, a distance of **158.17 feet** to the **POINT OF BEGINNING** and containing **2.838 acres** of land situated in Williamson County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid.



Job # 18-5002 2.838 Ac – County Convey-SE

Date: August 21, 2025

EXHIBIT "B-1" (Tract 2)

MATKINHOOVER
ENGINEERING
& SURVEYING

FIELD NOTES FOR A 5.947 ACRE TRACT OF LAND

A **5.947 acre** tract of land, out of the Maria Jesusa Garcia Survey No. 206, Abstract 246, Williamson County, Texas and being a portion of a called 137.936 acre tract of land as described of record in Document No. 2024079100 of the Official Public Records of Williamson county, Texas. Said **5.947 acre** tract being more particularly described by metes and bounds as follows:

BEGINNING at a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" in the southeast right-of-way line of County Road 150, in the easterly line of a called 150 acre tract of land as described in Volume 269, Page 202 of the Deed Records of Williamson County, Texas, for the northwest corner of said 137.936 acre tract and the tract described herein;

THENCE: **N 67° 59' 52" E**, with the southeast right-of-way line of County Road 150 and the northwest line of said 137.936 acre tract, a distance of **60.00 feet** to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for the most westerly corner of Right-of-Way Dedication as shown on the Scofield Farms Phase 1 Subdivision Plat of record in Document No. 2024074304 of the Official Public Records of Williamson County, Texas, and for the most northerly corner of the tract described herein;

THENCE: **S 21° 22' 42" E**, departing said right-of-way line and with the westerly line of said Scofield Farms Phase 1 Subdivision, at a distance of 1799.65 feet passing a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for the southwest corner of said Scofield Farms Phase 1 Subdivision, and continuing into said 137.936 acre tract, for a total distance of **2067.97 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for angle;

THENCE: **S 21° 46' 06" E**, continuing into said 137.936 acre tract, a distance of **365.68 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for the southwest corner of a called 0.960 acre tract of land (Tract 2) as described of record in Document No. 2024063386 of the Official Public Records of Williamson County, Texas and for an interior corner of the tract described herein;

THENCE: **N 68° 23' 30" E**, with the southeast line of said 0.960 acre tract of land, at a distance of 674.46 feet passing a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for the southeast corner of said 0.960 acre tract, for the southwest corner of a called 9.832 acre tract of land as described of record in Document No. 2022117990 of the Official Public Records of Williamson County, Texas, and continuing with the common line between said 9.832 acre tract and said 137.936 acre tract, for a total distance of **1107.38 feet** to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for the most westerly corner and a point of curvature of a called 3.759 acre tract of land (Tract 1) as described of record in said Document No. 2024063386 of the Official Public Records of Williamson County, Texas, and for a point of curvature of the tract described herein;

THENCE: With the southerly line of said 3.759 acre tract, the following two (2) courses:

1. With a tangent curve to the right having a radius of **1080.00 feet**, an arc length of **761.03 feet**, a delta angle of **40° 22' 25"** and a chord bears, **N 88° 34' 43" E**, a distance of **745.38 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a point of tangency, and
2. **S 71° 14' 05" E**, a distance of **17.09 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for the most easterly corner of the tract described herein;

THENCE: Into said 137.936 acre tract, the following four (4) courses:

1. With a non-tangent curve to the left having a radius of **2400.00 feet**, an arc length of **323.06 feet**, a delta angle of **7° 42' 45"** and a chord bears, **S 87° 41' 15" W**, a distance of **322.81 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a point of non-tangency,

2. **N 87° 55' 30" W**, a distance of **10.15 feet** to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a point of curvature,
3. With a non-tangent curve to the left having a radius of **983.09 feet**, an arc length of **413.43 feet**, a delta angle of **24° 05' 43"** and a chord bears, **S 82° 08' 25" W**, a distance of **410.39 feet** to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a point of non-tangency, and
4. **S 68° 23' 30" W**, a distance of **1167.21 feet** to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for the northwest corner of a called 1.672 acre tract of land (Tract 3) as described of record in said Document No. 2024063386 of the Official Public Records of Williamson County, Texas, in the west line of said 137.936 acre tract, in the east line of a called 14.99 acre tract of land as described of record in Document No. 2022049223 of the Official Public Records of Williamson County, Texas and for the southwest corner of the tract described herein;

THENCE: **N 21° 46' 06" W**, with the common line between said 14.99 acre tract and said 137.936 acre tract, for a distance of **425.72 feet** to a set magnetic nail with washer stamped "Matkin Hoover Eng. & Survey" at the northeast corner of said 14.99 acre tract, the southeast corner of said 150 acre tract, for an angle of said 137.936 acre tract and the tract described herein;

THENCE: **N 21° 22' 42" W**, with the common line between said 150 acre tract and said 137.936 acre tract, a distance of **2067.52 feet** to the **POINT OF BEGINNING** and containing **5.947 acres** of land situated in Williamson County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid.



Job # 18-5002 Developer Tract West-5.947 ac

Date: August 21, 2025

EXHIBIT "B-2" (Tract 2)

MATKINHOOVER
ENGINEERING
& SURVEYING

FIELD NOTES FOR A 3.399 ACRE TRACT OF LAND

A **3.399 acre** tract of land, out of the Maria Jesusa Garcia Survey No. 206, Abstract 246, and the S.G. Evetts Survey No. 207, Abstract 224, Williamson County, Texas and being a portion of a called 137.936 acre tract of land as described of record in Document No. 2024079100 of the Official Public Records of Williamson county, Texas. Said **3.399 acre** tract being more particularly described by metes and bounds as follows:

BEGINNING at a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" in the east line of said 137.936 acre tract, the west line of a called 89.03 acre tract of land as described of record in Volume 758, Page 210 of the Official Public Records of Williamson County, Texas and for the northeast corner of the tract described herein;

THENCE: **S 21° 42' 51" E**, with the east line of said 137.936 acre tract and the west line of said 89.03 acre tract, a distance of **166.32 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for the most easterly corner of the tract described herein, from which a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for the northeasterly corner of a called 3.759 acre tract of land (Tract 1) as described of record in Document No. 2024063386 of the Official Public Records of Williamson county, Texas bears, S 21° 42' 51" E, a distance of 59.94 feet and S 21° 54' 15" E, a distance of 187.48 feet;

THENCE: **N 86° 07' 02" W**, into said 137.936 acre tract, a distance of **731.18 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" in the northeast line of said 3.759 acre tract and for a southerly corner of the tract described herein;

THENCE: With the northeast line of said 3.759 acre tract, the following two (2) courses:

1. **N 71° 14' 05" W**, a distance of **235.07 feet** to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a point of curvature, and
2. With a tangent curve to the left having a radius of **1140.00 feet**, an arc length of **487.02 feet**, a delta angle of **24° 28' 38"** and a chord bears, **N 83° 28' 24" W**, a distance of **483.32 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" in the east line of a called 9.832 acre tract of land as described of record in Document No. 2022117990 of the Official Public Records of Williamson county, Texas, also being a northwesterly line of said 137.936 acre tract, for a westerly corner of said 3.759 acre tract the tract described herein;

THENCE: **N 21° 34' 57" W**, with the common line between said 9.832 acre tract and said 137.936 acre tract, a distance of **0.06 feet** to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for the northwest corner and a point of curvature of the tract described herein;

THENCE: Into said 137.936 acre tract, the following two (2) courses:

1. With a non-tangent curve to the right having a radius of **2550.00 feet**, an arc length of **587.06 feet**, a delta angle of **13° 11' 26"** and a chord bears, **N 87° 17' 15" E**, a distance of **585.76 feet** to a found ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a point of tangency, and
2. **S 86° 07' 02" E**, a distance of **787.46 feet** to the **POINT OF BEGINNING** and containing **3.399 acres** of land situated in Williamson County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid.



Job # 18-5002 3.399 Ac – Developer Convey-NE

Date: August 21, 2025

Commissioners Court - Regular Session **60.**

Meeting Date: 08/26/2025

Arterial K Assignment of Roadway Conveyance and Construction Agreement

Submitted For: Don Childs **Submitted By:** Don Childs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Assignment of Roadway Conveyance and Construction Agreement between Stone Brothers LLC, a Texas limited liability company, and Savannah Prominent Scofield Development LLC, a Texas limited liability company, in regard to the construction and dedication of a portion of the future Arterial K roadway project.

Background

Funding Source: LTP P457

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/21/2025 08:37 AM
Form Started By: Don Childs		Started On: 08/20/2025 02:18 PM
Final Approval Date: 08/21/2025		

Docusign Envelope ID: 6AD6444D-D665-4C87-A70E-977830FB52FE

ASSIGNMENT OF ROADWAY CONVEYANCE AND CONSTRUCTION AGREEMENT

Scofield Farms/Arterial K

THIS ASSIGNMENT, made and entered into by and between **STONE BROTHERS, LLC, a Texas limited liability company**, (hereinafter referred to as "Assignor"), and **SAVANNAH PROMINENT SCOFIELD DEVELOPMENT, LLC, a Texas limited liability company** (hereinafter referred to as "Assignee");

RECITALS

1. Pursuant to a certain Roadway Conveyance and Construction Agreement, effective June 4, 2019, between Assignor, as Developer, and **WILLIAMSON COUNTY, TEXAS.**, as County, and any amendments (said agreement being hereinafter referred to as the "Agreement"), Assignor acquired certain rights, obligations and consideration, including specifically the obligation to sell and/or convey certain real property located in **Williamson County, Texas** for monetary consideration, and being more particularly described in the Agreement, a copy of which is attached hereto as Exhibit "A";

2. Assignor desires to assign such rights and to delegate its obligations under the Agreement to Assignee and Assignee desires to accept such assignment and to assume such delegated obligations, rights and consideration.

NOW, THEREFORE, in consideration of the sum of One and 00/100 Dollars ($1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and Assignee agree as follows:

1. ASSIGNMENT OF AGREEMENT.

Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Agreement, and Assignor hereby delegates to Assignee all of Assignor's duties, obligations and benefits under the Agreement. Assignee hereby expressly accepts all right, title and interest of Assignor in and to the Agreement and hereby agrees to perform, discharge and fulfill all of such duties and obligations of Assignor under the Agreement.

2. CONSIDERATION FOR CONVEYANCE OF RIGHT-OF-WAY.

The parties agree that the Assignee shall specifically be entitled to receive any compensation or consideration currently due and owing to the Developer identified in the Agreement for the Right-of-Way conveyance described in further detail in Section 5(a) and 5(b) of the Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement or have caused the same to be executed and sealed by their authorized representatives as of the day and year first written below.

ASSIGNOR:

STONE BROTHERS, LLC, a Texas limited liability company

By: DocuSigned by: Margarito Espinoza 89E79D55F7GD468...

Name: Margarito Espinoza

Title: President

Date: 6/16/2025

ASSIGNEE:

SAVANNAH PROMINENT SCOFIELD DEVELOPMENT, LLC, a Texas limited liability company

By: Signed by: Timm Baumann C82A9AD815F147F...

Name: Timm Baumann

Title: President

Date: 6/16/2025

Docusign Envelope ID: 6AD6444D-D665-4C87-A70E-977830FB52FE

ACKNOWLEDGED BY COUNTY:

WILLIAMSON COUNTY, TEXAS

By:_____

Steven Snell, County Judge

Date:_____

Docusign Envelope ID: 6AD6444D-D665-4C87-A70E-977830FB52FE

EXHIBIT "A"

ROADWAY CONVEYANCE AND CONSTRUCTION AGREEMENT

This Roadway Conveyance and Construction Agreement (this "*Agreement*") is entered into between **WILLIAMSON COUNTY, TEXAS** (the "*County*"); and **STONE BROTHERS, LLC,** a Texas limited liability company, (the "*Developer*"). In this Agreement, the County and the Developer are sometimes individually referred to as a "*Party*" and collectively referred to as the "*Parties*." Each of the Parties confirms that it has the authority to enter into this Agreement and the ability to perform its obligations under this Agreement without the further approval or consent of any other person or entity.

Recitals

WHEREAS, the Developer is in the process of developing a residential subdivision to be known as Scofield Farms in the area of the County depicted on the attached **Exhibit A** (the "*Development*"); and

WHEREAS, both the general public and the Developer will benefit if the County and the Developer cooperate in order to expedite the construction of arterial roadways from CR 150 to and through the Development's boundary, as shown on the attached **Exhibit A** (the "*Road Projects*"); and

WHEREAS, in recognition of the impact that the Development will have on traffic demands in the County, the Developer has agreed to provide 120 feet of right-of-way for the East-West Arterial as shown on Exhibit A within the boundaries of the Development and 60 feet of right-of-way for the North-South Arterial on the western border of the Development. Additionally, Developer will design and construct or cause to be constructed two lanes of the North-South Arterial as shown in green in Exhibit "A" and two lanes of the East-West Arterial as shown in green in Exhibit "A", as provided in this Agreement; and

WHEREAS, the County has agreed that the Developer will not be responsible for the design or construction of the other two lanes of the North-South Arterial shown in red hatch marks on Exhibit "A" and the other two lanes of the East-West Arterial shown in red hatch marks on Exhibit "A" (the "*Remainder Project*"); and

WHEREAS, Section 232.105 of the Texas Local Government Code authorizes a commissioners' court to contract with a developer of land in the unincorporated area of the county to construct public improvements, and this Agreement is being entered into pursuant to and in compliance with that authority;

In consideration of the mutual promises, covenants, obligations and benefits set forth in this Agreement, the Parties agree as follows:

Section 1. Road Standards. The Road Projects shall be designed and constructed as two-lane arterial roadways located within 120 feet of right-of-way, if possible, within the Development, at the locations shown on Exhibit "A".

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(a) The Road Projects will be designed and constructed in conformance with County roadway standards and specifications and the Typical Roadway Section as shown on Exhibit "B", attached herein.

(b) Erosion/sedimentation controls, revegetation, and stormwater management during construction as required by the Texas Commission on Environmental Quality ("*TCEQ*"); however, no water quality or detention improvements will be required.

(c) The Parties agree that other subdivision roads in the Development will be designed and constructed pursuant to County standards and specifications.

(d) The County agrees that the Developer will not be responsible for the design or construction of the Remainder Project.

(e) The design of the Road Projects will be subject to approval by the he County. The County agrees to review the plans and specifications for the Road Projects and to provide the Project Engineer with written comments specifically identifying any required revisions within 14 days of submission of the plans and specifications to the County.

(f) The County and the Developer each designate the individual specified below (each, a "*Designated Representative*") to represent it and to act on its behalf with respect to the subject matter of this Agreement. .

County: County Engineer

Address: 3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

Developer: Project Manager

Address: _____
_____

The Project Engineer will report regularly to, and cooperate and coordinate with, the other Parties' Designated Representatives. The Designated Representatives will be required to cooperate and coordinate with one another, including meeting with and reporting information to one another regarding the Project, either at regular intervals or at other times determined by the County, and reviewing and commenting in a timely manner on work product associated with the Project.

Section 2. License Agreement. The County agrees to grant the Developer a

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license agreement that authorizes the installation and maintenance of landscaping, irrigation and signage improvements within the Road projects. Any such license agreement will be in a form approved by the County and will require that the licensee carry at least $500,000 in liability insurance that provides coverage for liability arising out of the usage of the right-of-way and names the County as an additional insured.

Section 3. Inspection. Inspections, including inspection fees, and certifications for the Road Projects will be conducted in accordance with standard County policies, procedures, and requirements as found in the County's Subdivision Regulations. The County will notify the Developer and Project Engineer in writing if any inspection reveals that any part of the Road Projects is not constructed or completed in accordance with the plans and specifications or this Agreement or is otherwise materially defective, and this notice will specifically detail any deficiencies.

Section 4. Completion of Developer's Project.

(a) The Project Engineer will prepare a written notice of substantial completion and forward the notice to the Developer, who will submit the notice to the County. The County will conduct a final inspection of the Road Projects within five business days after receiving written notice of substantial completion from the Developer, subject to any weather-related delays. If the Road Projects are completed in accordance with the terms of this Agreement and the requirements of the County Subdivision Regulations in all material respects, the County will certify the Road Projects as being in compliance and issue a notice of final acceptance to the Developer.

(b) Upon final acceptance of the Road Projects by the County, all warranties and as-builts for the Developer's Project and the plans and specifications will be transferred to the County prior to County acceptance and the Developer will execute any documents reasonably required to evidence such assignment. The Contractor will be responsible for any defects in workmanship or materials (ordinary wear and tear excepted) in the Developer's Project for two years following acceptance by the County. The Developer must provide the County with a two-year Contractor's warranty bond as a condition to final acceptance of the Developer's Project, which will be in a form approved by the County, such approval not to be unreasonably withheld or delayed.

Section 5. Conveyance of Right-of-way

(a) Within 60 days after the execution of this Agreement by the County, the Developer agrees to convey to the County by warranty deed, free and clear of all liens, all of the right-of-way for the Road Projects within the Development and as depicted on Exhibit "A".

(b) As consideration for the above conveyance, County will pay Developer ONE HUNDRED AND TWELVE THOUSAND, TWO HUNDRED AND TWENTY-ONE DOLLARS ($112,221.00). The County will be responsible for all closing costs, with the exception of survey costs, which will be paid by Developer.

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Section 6. Miscellaneous.

(a) Any notice given hereunder by any Party to another must be in writing and may be effected by personal delivery or by certified mail, return receipt requested, when mailed to the appropriate Party's Designated Representative, at the addresses specified in Section 5, with copies as noted below:

County: Williamson County, Texas
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626
Attention: County Engineer

Developer: _____
_____
_____

A Party may change its address for purposes of notice by giving at least five days' written notice of the new address to the other Parties. If any date or any period provided in this Agreement ends on a Saturday, Sunday or legal holiday, the applicable period will be extended to the next business day.

(b) As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number will each be deemed to include the others.

(c) This Agreement contains the complete and entire agreement between the Parties respecting the Project, and supersedes all prior negotiations, agreements, representations, and understandings, if any, between the Parties regarding the Project This Agreement may not be modified, discharged, or changed except by a further written agreement, duly executed by the Parties. However, any consent, waiver, approval or other authorization will be effective if signed by the Party granting or making such consent, waiver, approval, or authorization.

(d) No official, representative, agent, or employee of the County has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the commissioners' court of the County.

(e) The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(f) If performance by any Party of any obligation under this Agreement is interrupted or delayed by reason of unforeseeable event beyond its control, whether

Docusign Envelope ID: 6AD6444D-D665-4C87-A70E-977830FB52FE

such event is an act of God or the common enemy, or the result of war, riot, civil commotion, sovereign conduct other than acts of the County under this Agreement, or the act of conduct of any person or persons not a party or privy hereto, then such Party will be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(g) The Parties acknowledge that, in the event of default on any obligation under this Agreement, remedies at law will be inadequate and that, in addition to any other remedy at law or in equity, each Party will be entitled to seek a writ of mandamus or specific performance of this Agreement.

(h) This Agreement will be construed under the laws of the State of Texas and all obligations of the Parties hereunder are performable in Williamson County, Texas. Any suits pursued relating to this Agreement will be filed in a court of Williamson County, Texas.

(i) Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective will not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof will be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

(j) This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns. No Party may assign its rights or obligations under this Agreement without the written consent of the other Parties.

(k) Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer any benefits, rights or remedies upon any person or entity other than the Parties.

(l) The following exhibits are attached to and incorporated into this Agreement for all purposes:

Exhibit "A"	-	The Development and Road Projects
Exhibit "B"	-	Typical Arterial Sections

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, on the date or dates indicated below, to be effective as of the date the last Party signs.

(Signatures on following page)

Docusign Envelope ID: 6AD6444D-D665-4C87-A70E-977830FB52FE

WILLIAMSON COUNTY, TEXAS

By: _____

Name: Bill Gravell Jr.

Title: Williamson County Judge

Date: 6/4/19

STONE BROTHERS, LLC.

By: _____

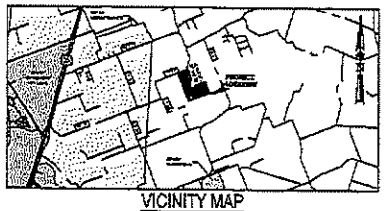
Its: Manager

Date: 5-17-19

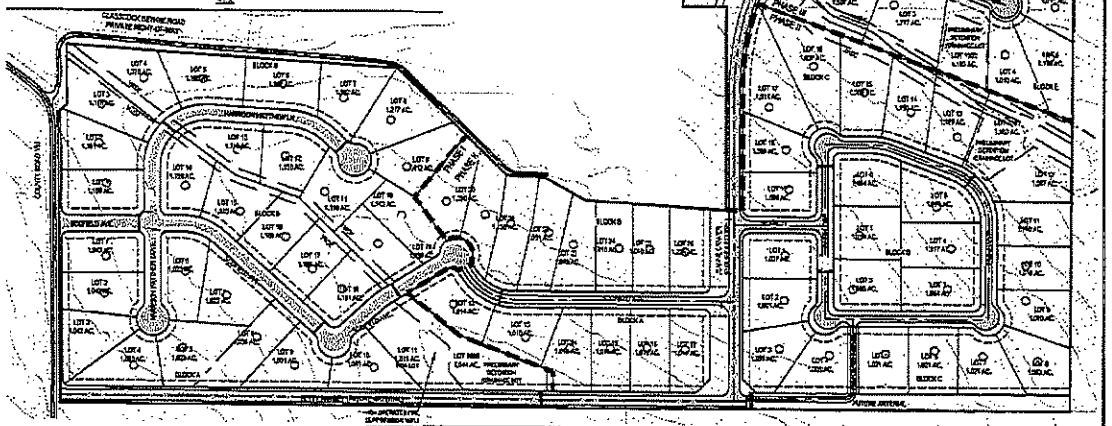
PRELIMINARY PLAT OF SCOFIELD FARMS

DEVELOPMENT AGREEMENT

EXHIBIT A

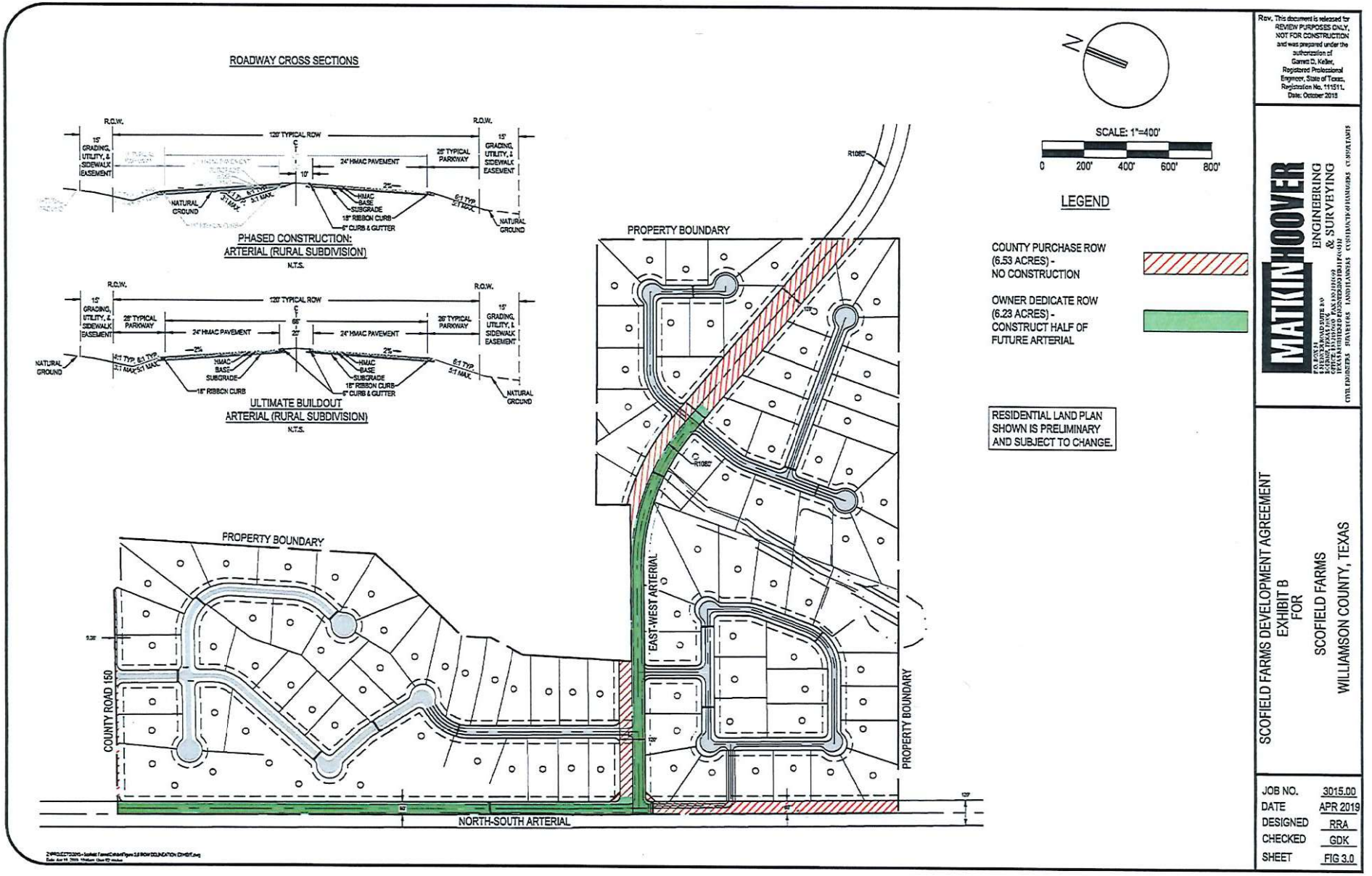


VICINITY MAP



OWNER/DEVELOPER:	SURVEYOR:	AGENT/ENGINEER:	MATKINHOOVER ENGINEERING & SURVEYING	DATE: DECEMBER 2019
				SHEET 1 OF 12

Docusign Envelope ID: 6AD6444D-D665-4C87-A70E-977830FB52FE



Rev. This document is released for REVIEW PURPOSES ONLY, NOT FOR CONSTRUCTION and was prepared under the authorization of Garrett D. Keller, Registered Professional Engineer, State of Texas, Registration No. 111511, Date: October 2018

MATKIN HOOVER ENGINEERING & SURVEYING

SCOFIELD FARMS DEVELOPMENT AGREEMENT
EXHIBIT B
FOR
SCOFIELD FARMS
WILLIAMSON COUNTY, TEXAS

JOB NO.	3015.00
DATE	APR 2019
DESIGNED	RRA
CHECKED	GDK
SHEET	FIG 3.0

Docusign Envelope ID: 6AD6444D-D665-4C87-A70E-977830FB52FE

Commissioners Court - Regular Session **61.**

Meeting Date: 08/26/2025

Ronald Reagan Segment C real estate contract

Submitted For: Don Childs **Submitted By:** Don Childs, 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 CHKR LLC. to acquire the 0.3886 AC needed for right of way on the Ronald Reagan Segment C project (Parcel 5).

Background

Funding Source: TANS P588

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/21/2025 08:43 AM
Form Started By: Don Childs		Started On: 08/21/2025 08:35 AM
Final Approval Date: 08/21/2025		

REAL ESTATE CONTRACT
Ronald Reagan Boulevard – Segment C

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **CHKR, LLC** (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:

> Fee simple interest in and to all of that certain 0.3886-acre (16,927 square foot) tract of land, out of and situated in the Theophilus W. Medcalf Survey, Abstract No. 412, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 5**);

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 described in Exhibit A shall be the sum of SIXTY-SEVEN THOUSAND THREE HUNDRED SEVENTY-EIGHT and 96/100 Dollars ($67,378.96).

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 Texas National Title Company on or before October 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 portion of the Property described in Exhibit A, and all free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "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.

(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"; and

(d) that such other documents required from Seller are prepared at no cost to Seller and do not require Seller to make any additional representations, indemnifications, or promises to Purchaser, the Title Company, or any other person except as otherwise specifically provided in this contract.

(4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation, if any.

Prorations

5.04. General real estate taxes for the then-current year relating to the portion of the Property conveyed in fee 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) Special Warranty 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 before October 15, 2025 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed roadway

improvement construction project of Purchaser on the Property or other obligations of this Contract, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

[signature page follows]

SELLER:

CHKR, LLC

By: Ram Grandhi

Name: Ramprasad Grandhi

Date: 08/20/25

Address: 10500 Nicolet Way

Austin, Tx 78717

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Steven Snell
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

County: Williamson
Parcel: 5 – CHKR LLC
Highway: Ronald Reagan Boulevard

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.3886 OF ONE ACRE (16,927 SQUARE FEET) PARCEL OF LAND SITUATED IN THE THEOPHILUS W. MEDCALF SURVEY, ABSTRACT NO. 412, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 11.01 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO CHKR LLC, RECORDED IN DOCUMENT NO. 2019002710 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 0.3886 OF ONE ACRE (16,927 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a Calculated Point in the existing West Right-of-Way (ROW) line of Ronald Reagan Boulevard (Variable Width ROW), for the Southeast corner of said 11.01 acre tract and the common Northeast corner of a called 10.01 acre tract of land described in a Warranty Deed to Christopher M. Doleva and Savannah R. Doleva, recorded in Document No. 2020119878 of said O.P.R.W.C.T., (Grid Coordinates: N=10,231,807.93, E=3,077,212.11), 141.44 feet Left of Ronald Reagan Baseline Station 697+48.16, from which a 1/2-inch rebar with cap stamped "FOREST RPLS 1847" found, bears South 63°49'58" East a distance of 0.51 feet;

1) **THENCE North 63°49'58" West** with the South line of said 11.01 acre tract and the common North line of said 10.01 acre tract, a distance of **17.61** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set in the proposed West ROW line of Ronald Reagan Boulevard, 159.05 feet Left of Ronald Reagan Baseline Station 697+48.41;

THENCE over and across said 11.01 acre tract with the proposed West ROW line of said Ronald Reagan Boulevard, the following two (2) course and distances:

2) Along a curve to the **Right** having a radius of **8,530.00** feet, an arc length of **580.73** feet, a delta angle of **03°54'05"**, and a chord which bears **North 27°31'47" East** a distance of **580.71** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set, 158.53 feet Left of Ronald Reagan Baseline Station 703+17.46; and

3) Along a curve to the **Right** having a radius of **8,140.00** feet, an arc length of **378.36** feet, a delta angle of **02°39'47"**, and a chord which bears **North 30°50'50" East** a distance of **378.33** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set in the North line of said 11.01 acre tract and the common South line of a called 11.69 acre tract described in a Special Warranty Deed to LAMCON 22, recorded in Document No. 2022123283 of said O.P.R.W.C.T., 159.49 feet Left of Ronald Reagan Baseline Station 706+88.12, from which a 1/2-inch rebar with cap stamped "FOREST RPLS 1847" found in the North line of said 11.01 acre tract and the common South line of said 11.69 acre tract, bears North 51°43'23" West a distance of 418.38 feet;

County: Williamson
Parcel: 5 – CHKR LLC
Highway: Ronald Reagan Boulevard

4) **THENCE South 51°43'23" East** with the North line of said 11.01 acre tract and the common South line of said 11.69 acre tract, a distance of **23.15** feet to a 1/2-inch rebar with cap stamped "FOREST RPLS 1847" found in the existing West ROW line of said Ronald Reagan Boulevard, for the Northeast corner of said 11.01 acre tract and the common Southeast corner of said 11.69 acre tract, 136.47 feet Left of Ronald Reagan Baseline Station 706+85.79, from which a 1/2-inch rebar with cap stamped "PBS&J" found in the East line of said 11.69 acre tract and the common existing West ROW line of said Ronald Reagan Boulevard, bears North 38°08'05" East a distance of 40.98 feet;

THENCE with the East line of said 11.01 acre tract and the common existing West ROW line of said Ronald Reagan Boulevard, the following four (4) courses and distances:

5) **South 38°08'05" West** a distance of **60.76** feet to a 1/2-inch rebar with cap stamped "PBS&J" found, 142.82 feet Left of Ronald Reagan Baseline Station 706+26.44;

6) Along a curve to the **Left** having a radius of **8,660.00** feet, an arc length of **430.09** feet, a delta angle of **02°50'44"**, and a chord which bears **South 30°42'58" West** a distance of **430.05** feet to a 1/2-inch rebar with cap stamped "PBS&J" found, 145.65 feet Left of Ronald Reagan Baseline Station 702+04.29;

7) **South 60°14'11" East** a distance of **9.93** feet to a 1/2-inch rebar with cap stamped "PBS&J" found, 135.72 feet Left of Ronald Reagan Baseline Station 702+04.12; and

County: Williamson
Parcel: 5 – CHKR LLC
Highway: Ronald Reagan Boulevard

8) Along a curve to the **Left** having a radius of **8,650.00** feet, an arc length of **464.24** feet, a delta angle of **03°04'30"**, and a chord which bears **South 27°45'36" West** a distance of **464.18** feet to the **POINT OF BEGINNING**, containing 0.3886 of one acre (16,927 Square Feet) of land more or less.

This property description is accompanied by a separate plat of even date.

This project is referenced for all bearing and coordinate basis to the Texas Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00012.

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

That I, Frank W. Funk, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described was determined by a survey made on the ground under my direct supervision.

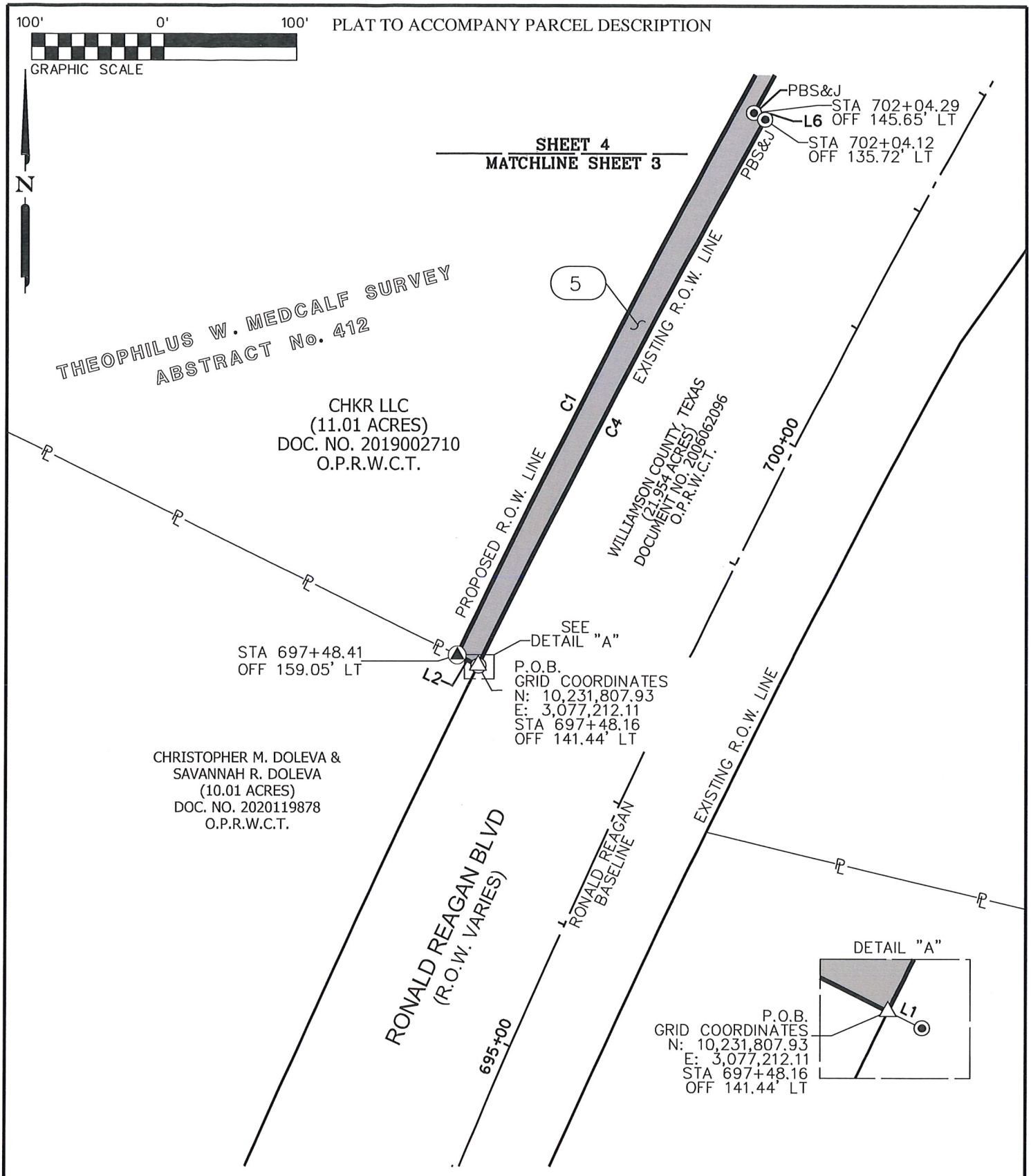
Frank W Funk 03/06/2025



Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803
Landesign Services, Inc.
FIRM 10001800
10090 W Highway 29
Liberty Hill, Texas 78642

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION



LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

CHKR LLC

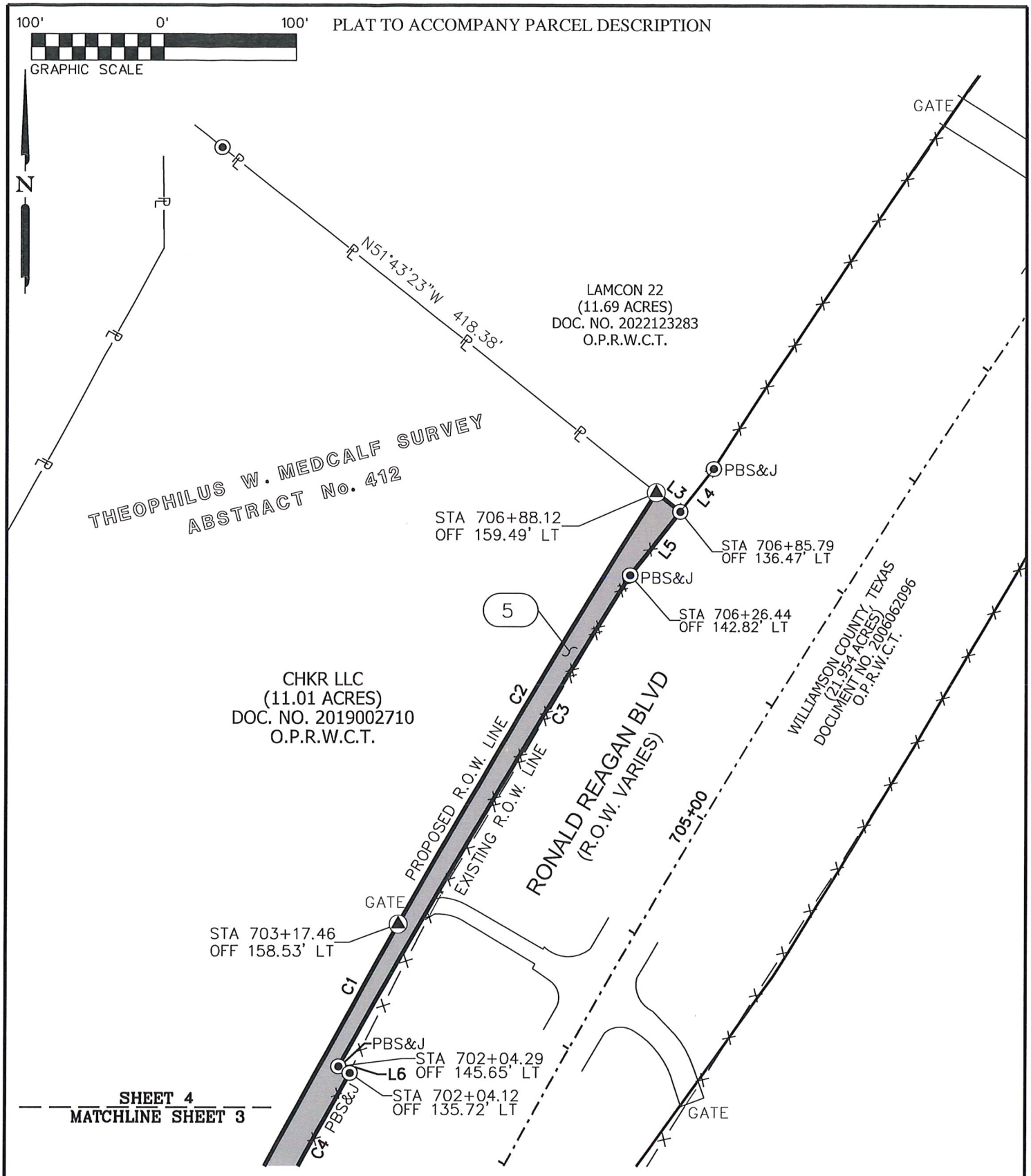
SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

03/06/2025

PARCEL 05
0.3886 ACRES
16,927 Sq. Ft.

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION



LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

CHKR LLC

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

03/06/2025

PARCEL 05
0.3886 ACRES
16,927 Sq. Ft.

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

CURVE DATA				
CURVE	Δ	RADIUS	LENGTH	CHORD
C1	03° 54'05"	8530.00'	580.73'	N27° 31'47"E 580.71'
C2	02° 39' 47"	8140.00'	378.36'	N30° 50'50"E 378.33'
C3	02° 50' 44"	8660.00'	430.09'	S30° 42' 58"W 430.05'
C4	03° 04' 30"	8650.00'	464.24'	S27° 45' 36"W 464.18'

LINE DATA		
LINE	BEARING	LENGTH
L1	S63° 49'58"E	0.51'
L2	N63° 49'58"W	17.61'
L3	S51° 43'23"E	23.15'
L4	N38° 08'05"E	40.98'
L5	S38° 08'05"W	60.76'
L6	S60° 14'11"E	9.93'

NOTES:

1. BEARINGS SHOWN HEREON ARE ORIENTED TO GRID NORTH. COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 2011 ADJUSTMENT), CENTRAL ZONE [FEDERAL INFORMATION PROCESSING STANDARD (FIPS) 4203].

2. DISTANCES AND AREAS SHOWN HEREON ARE PROJECT SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED SURFACE ADJUSTMENT FACTOR IS 1.00012.

3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PARCEL PLAT.

LEGEND

△	CALCULATED POINT
▲	1/2-INCH REBAR WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS OTHERWISE NOTED)
●	1/2-INCH REBAR FOUND (UNLESS OTHERWISE NOTED)
◉	1/2-INCH REBAR FOUND WITH CAP STAMPED FOREST RPLS 1847 (UNLESS OTHERWISE NOTED)
O.P.R.W.C.T	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
( )	RECORD INFORMATION
—P—	PROPERTY LINE
- - - -	SURVEY LINE

STATE OF TEXAS:
WILLIAMSON COUNTY:

THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

FRANK W. FUNK 03/06/2025
FRANK W. FUNK DATE
RPLS 6803

STATE OF TEXAS
REGISTERED
FRANK WILLIAM FUNK
6803
PROFESSIONAL
LAND SURVEYOR

CALLED 11.01 ACRES 479,596 Sq. Ft.
REMAINDER 10.62 ACRES 462,669 Sq. Ft.

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

CHKR LLC

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

03/06/2025

PARCEL 05
0.3886 ACRES
16,927 Sq. Ft.

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

COMMITMENT FOR TITLE INSURANCE PROVIDED BY:

FIRST AMERICAN TITLE GUARANTY COMPANY
GF NO. T-179490
ISSUED: FEBRUARY 19, 2025
EFFECTIVE DATE: FEBRUARY 12, 2025

ONLY THOSE ITEMS LISTED IN SCHEDULE B OF THE ABOVE REFERENCED COMMITMENT FOR TITLE INSURANCE WERE REVIEWED FOR THE PURPOSE OF THE SURVEY. NO ADDITIONAL RESEARCH WAS PERFORMED BY THIS SURVEYOR. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, OR OTHER ENCUMBRANCES WHICH AFFECT THIS SURVEY THAT ARE NOT KNOWN TO THIS SURVEYOR.

ITEMS 10.3 THROUGH 10.7 AND 10.10 THROUGH 10.12, ARE NOT A SURVEY MATTER.

10:1. A WATER PIPELINES EASEMENT GRANTED TO CHISHOLM TRAIL, WSC AS DESCRIBED IN VOLUME 954, PAGE 549 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AS CONVEYED TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT IN VOLUME 2168, PAGE 44, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AS ASSIGNED TO THE CITY OF GEORGETOWN, TEXAS IN DOCUMENT NO. 2014076202 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
(MAY AFFECT- UNABLE TO LOCATE BASED ON THE DESCRIPTION IN INSTRUMENT)

2. A UTILITY EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN DOCUMENT NO. 2016058776 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
(MAY AFFECT- UNABLE TO LOCATE BASED ON THE DESCRIPTION IN INSTRUMENT)

8. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ACCESS EASEMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2019002768 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
(MAY AFFECT- UNABLE TO LOCATE BASED ON THE DESCRIPTION IN INSTRUMENT)

9. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN UTILITY EASEMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2019002769 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
(MAY AFFECT- BLANKET IN TYPE)

13. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY.
(OWNER'S POLICY ONLY) (NOTED HEREON)

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

CHKR LLC

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

03/06/2025

PARCEL 05
0.3886 ACRES
16,927 Sq. Ft.

SHEET 7 OF 7

EXHIBIT "B"

DEED

Ronald Reagan Boulevard – Segment C

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 CHKR, LLC, 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 0.3886-acre (16,927 square foot) tract of land, out of and situated in the Burleson Warren Survey, Abstract No. 667, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 5**);

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 Ronald Reagan Boulevard.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2025.

[signature page follows]

SELLER:

CHKR, LLC

By:_____ Address:_____

Name:_____ _____

Date:_____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2025 by _____, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

Commissioners Court - Regular Session **66.**

Meeting Date: 08/26/2025

Tijerina

Submitted By: Shannon Francis, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding EEOC Charge No.: 451-2025-02018; J.S.

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	08/21/2025 11:18 AM
Form Started By: Shannon Francis		Started On: 08/21/2025 10:54 AM
Final Approval Date: 08/21/2025		

Commissioners Court - Regular Session **67.**

Meeting Date: 08/26/2025

Tijerina

Submitted By: Shannon Francis, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding 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

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	08/21/2025 12:24 PM
Form Started By: Shannon Francis		Started On: 08/21/2025 11:17 AM
Final Approval Date: 08/21/2025		