NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
Commissioners Courtroom
710 S. Main Street, Georgetown
September 9, 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 – 45)

4. Discuss, consider and take appropriate action on a line item transfer for Tax/Assessor Collector.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0499.004212	Postage	$13,000
To	0100.0499.003006	Office Equipment	$13,000

5. Discuss, consider and take appropriate action on a line item transfer for the Tax/Assessor Collector.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0499.004208	Internet Cloud Solutions	$7,500.00
To	0100.0499.003120	Printer Supplies	$7,500.00

6. Discuss, consider, and take appropriate action on a line item transfer for the All District Courts budget.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0435.004132	CRIMINAL CASES - CRT APPT ATTY	50,000.00
To	0100.0435.004120	COMPETENCY HEARING	10000.00
To	0100.0435.004121	EXPERT WITNESS	20000.00
To	0100.0435.004133	JUVENILE CASES - CRT APPT AT	10000.00
To	0100.0435.004162	CUSTODIAL MOTHER-CRT APPT ATTY	10000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0453.003010	Computer Equipment	$1,000.00
To	0100.0453.004141	Interpreters	$1,000.00
From	0100.0453.003100	Office Supplies	$2,000.00
To	0100.0453.004141	Interpreters	$2,000.00

8. Discuss, consider, and take appropriate action on a line item transfer for Fire Marshal Special Operations.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0542.005700	Vehicles >$5,000	$1,855.50
To	0100.0542.001110	Overtime	$1,500.00
To	0100.0542.002010	FICA	$114.75
To	0100.0542.002020	Retirement	$240.75

9. Discuss, consider, and take appropriate action on a line item transfer for Fire Marshal Special Operations.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0542.005700	Vehicles >$5,000	$5,000
To	0100.0542.004541	Vehicle Maintenance and Repair	$5,000

10. 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	$7,652.00
TO:	0100.0560.004500	Maintenance Contracts	$7,652.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100.0570.003001	Small Equipment & Tools < $5k	$11,941.85
FROM:	0100.0570.003005	Office Furniture < $5k	$11,451.45
FROM:	0100.0570.003010	Computer Equipment < $5k	$20,679.99
FROM:	0100.0570.003107	Medical Equipment < $5k	$7,292.86
FROM:	0100.0570.003311	Uniforms	$7,942.42
FROM:	0100.0570.004548	Radio Repairs & Maint.	$5,000.00
FROM:	0100.0570.004705	Preemployment Screening	$10,000.00
TO:	0100.0570.003306	Food Service	$74,308.57

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

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100.0570.003316	Medical/Hospital	$125,000.00
TO:	0100.0570.003307	Pharmaceuticals	$125,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0520.0520.003101	EDUC AIDS/MATLS	2000.00
To	0520.0520.003110	OTHER SUPPLIES	2000.00

14. Discuss, consider and take appropriate action on line-item transfers for Juvenile Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.004100	Professional Services	26,800.00
To	0100.0576.004108	Non-Residential Services	13,600.00
To	0100.0576.004232	Training & Conferences	9,500.00
To	0100.0576.004543	Equipment Repairs	1,850.00
To	0100.0576.004231	Travel	1,250.00
To	0100.0576.003307	Pharmaceuticals	600.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0576-004102	Residential Services	6,500.00
To	0100-0576-004541	Vehicle Repairs & Maintenance	6,500.00

16. Discuss, consider, and take appropriate action for a line item transfer for the Elections Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0492.005741	Computer Software	$95,000.00
To	0100.0492.004251	Election Supplies	$95,000.00
From	0100.0492.005741	Computer Software	$10,000.00

To	0100.0492.003005	Office Furniture < $5,000	$10,000.00

17. 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	$22,510.00
To	0100.0509.003001	Equipment & Tools	$22,510.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-000777	Transfer to Cap. Projects-P708	$61,000.00
To	0200-0210-000777	Transfer to Cap. Projects-P499	$50,000.00
To	0200-0210-000777	Transfer to Cap. Projects-P645	$11,000.00

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

20. Discuss, consider and take appropriate action on acknowledging the purchasing department's monthly report of asset disposition through auction, pursuant to Texas Local Government code 263-152, for the period of August 01, 2025, through August 26, 2025.

21. Discuss, consider, and take appropriate action to acknowledge the Purchasing Department's monthly report of asset dispositions through Destruction, pursuant to Texas Local Government Code 263.152, from August 01, 2025, through August 26, 2025.

22. Discuss, consider and take appropriate action to correct the funding source provided in item number 55 of the Williamson County Commissioners Court Session on August 19, 2025, to provide that Funding Source: 2024 Tax Anticipation Note as the correct funding source for the budget transfer items from P363 (Creek Meadow Cove to FM 2243, CR 175) and from P459 (Corridor C).

23. Discuss, consider and take appropriate action to approve the Tax Collection Agreement between Williamson County Municipal Utility District No 46 and the County of Williamson, Texas.

24. Discuss, consider, and take appropriate action on approving purchase #2025346 between Williamson County and Variverge for the deposit of mailing tax statements in the amount of $68,000.00 pursuant to the Purchasing Cooperative Interlocal Agreement (ILA) with Montgomery County, approved on 03.10.2015 under agenda item #28, and authorizing the execution of the purchase.

25. Discuss, consider, and take appropriate action on approving the Contract for Goods #2025349 between Williamson County and Global Equipment Company Inc., DBA Global Industrial for the amount of $55,035.00 pursuant to BuyBoard #756-24 and authorizing the execution of the purchase for FY 2025.

26. Discuss, consider and take appropriate action on an Order to Approve Online Education for County Commissioners, pursuant to Section 81.0025(b) of the Local Government Code, as amended by the 87th Legislature.

27. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through auction, pursuant to Texas Local Government Code 263.152 through August 26, 2025.

28. Discuss, consider, and take appropriate action to approve the Service and Goods Agreement #2025298 between Williamson County and Software One, Inc. for service and goods in the amount of $21,880.82, pursuant to TIPS cooperative contract #TIPS 210101, and authorizing the execution of the service agreement.

29. Discuss, consider, and take appropriate action on approving the Service Agreement #2025348 between Williamson County and Purvis Systems, Inc. for Purvis to procure, implement and install the PURVIS Fire Station Alerting System (FSAS), IP-based alerting in the Squad 30 EMS Station in the amount of $42,058.50, pursuant to Sourcewell Cooperative Contract #020625-PUR, and authorizing the execution of the agreement.

30. Discuss, consider and take appropriate action on approving the County Addendum to purchase Station Alerting equipment for Medic 28 and Medic 51 alerting systems for Williamson County EMS Stations from Purvis Systems, Inc. in the amount of $68,965.30, pursuant to Sourcewell Contract No. 020625-PUR, and authorizing execution of the addendum.

31. Discuss, consider, and take appropriate action on approving the Service Agreement #2025347 between Williamson County and Netsync Network Solutions, Inc. for Information Systems, in the amount of $29,500.00, for the Cisco Emergency Responder (CER) Rebuild, utilizing DIR Cooperative Contract #DIR-CPO-4866, and authorizing the execution of the Agreement.

32. Discuss, consider, and take appropriate action on awarding #25RFP60 Expo Center Janitorial Services for Parks to the most responsive proposer, Service First Janitorial LLC, and authorizing the execution of a Master Service Agreement in the not-to-exceed amount of One Hundred Thousand Dollars ($100,000.00) per year.

33. Discuss, consider, and take appropriate action on approving Addendum No. 1 contract #2025360 with EOC Holdings LLC dba Vermeer for the two-week rental of an Oak Wilt Trencher, for River Ranch County Regional Park for Parks and Recreation in the amount of $10,800.00 and authorize execution of this agreement.

34. Discuss, consider, and take appropriate action on approving the Goods and Services Contract #2025337 with De La Garza Fence & Supply Co. for Tennis Gates, pursuant to BuyBoard Contract # 757-24 at Southwest Williamson County Regional Park for Parks and Recreation, in the amount of $3,950.00, and authorize execution of this agreement.

35. Discuss, consider, and take appropriate action on formally closing out and not awarding RFP #25RFP67 for Septic Systems Services, due to no submittals received, and approving agreement No.2025345 with Liquid Environmental Solutions of Texas, LLC in the not-to-exceed amount of Forty-Nine Thousand Five Hundred and No/100 Dollars ($49,500.00).

36. Discuss, consider, and take appropriate action on approving the Construction Service Agreement No.2025359 for the CTCC CO Monitor Install with Johnson Controls Fire Protection LP for Facilities Management in the not-to-exceed amount of Twenty-Seven Thousand Eight Hundred Twenty-Nine Dollars ($27,829.00) and authorize the execution of the agreement.

37. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 3 under the Williamson County Contract between Kimley-Horn and Associates, Inc. and Williamson County dated March 10, 2020, for Ronald Reagan and Bar W Ranch - Via De Sienna Intersection Improvements. Funding source: P692.

38. Discuss, consider and take appropriate action on Supplemental Work Authorization No 3 to Work Authorization No 1 under the Williamson County Contract between K Friese and Associates, LLC and Williamson County dated March 5, 2024, for Development Review Services. Funding source: 01.0200.0210.004100.

39. Discuss, consider, and take appropriate action on approval of the Preliminary Plat for the Nolina Phase 4 & 5 subdivision – Precinct 3.

40. Discuss, consider, and take appropriate action on approval of the Final Plat for the Lopez-Deleon subdivision – Precinct 4.

41. Discuss, consider and take appropriate action regarding the temporary closure of Sonterra Boulevard at IH 35 NB Frontage Road, in Jarrell, TX for roadway construction.

42. Discuss, consider, and take appropriate action on Supplemental No. 9 to Work Authorization No. 4 to the CR 314 Road Improvements contract executed on April 23, 2020, between Williamson County and Seiler Lankes Group, LLC relating to the 2019 Road Bond Program.

43. Discuss, consider, and take appropriate action on Supplemental No. 5 to Work Authorization No. 3 to the Bagdad Road/CR 279 contract executed on April 7, 2020, between Williamson County and Binkley & Barfield, Inc. relating to the 2019 Road Bond Program.

44. Discuss, consider, and take appropriate action on Supplemental No. 2 to Work Authorization No. 2 to the Parmer Lane at SH 45 contract executed on September 12, 2023, between Williamson County and Alfred Benesch & Company relating to the 2019 Road Bond Program.

45. Discuss, consider, and take appropriate action on Work Authorization No. 2 to the Engineering Services contract executed on September 11, 2024, between Williamson County and Raba Kistner, Inc. relating to the 2023 Road Bond Program.

REGULAR AGENDA

46. Discuss, consider and take any necessary action to approve an Order for Interment by cremation of the deceased (Michele Marie Riddle) 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.

47. Discuss, consider and take any necessary action to approve an Order for Interment by cremation of the deceased (Larry Friebmon Burt) 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.

48. Discuss, consider and take appropriate action on a proclamation naming September 2025 as "Suicide Prevention Awareness Month" in Williamson County.

49. Discuss, consider and take appropriate action to approve the projects and budgets for the 2026 Capital Improvement Program to include the Long Range Transportation Program, the 2105 Certificates of Obligation and any availalbe balances in the 2019-2025 Capital Improvement Programs.

50. Discuss, consider, and take appropriate action on a Resolution Authorizing Approval of Proposed Texas Statewide Opioid Settlement Agreements authorizing the Williamson County Judge to execute the Settlement Participation and Release Forms regarding settlement offers from Alvogen, Inc., Amneal Pharmaceuticals Inc., Apotex Corp., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan, Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals (USA) Inc.; and Purdue Pharma L.P., Purdue Pharma Inc., et al. in the matter of Texas opioid multidistrict litigation for Williamson County in the matter of County of Williamson v. Purdue Pharma, Inc., et al., MDL PRETRIAL CAUSE NO. 2018-63587, in the 152d District Court of Harris County, Texas.

51. Discuss, consider, and take appropriate action on the engagement of the law firm of Bickerstaff Heath Delgado Acosta LLP to represent Williamson County and the individually named County defendants in relation to the matter of Cause No. 1:25-cv-001166-ADA; *Eton Emetom v. Williamson County, et al.;* in the United States District Court for the Western District of Texas; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Texas Local Government Code § 262.024(a)(4), and finding that funding such agreement as to the individually named County defendants serves a public interest and not merely a private interest, and that any alleged act or omission of said parties in relation to the allegations asserted in this lawsuit was performed while acting in good faith and within the scope of their official duties as a Williamson County employee.

52. Discuss, consider and take appropriate action on approving the amendment to Contract #2024254 for the Professional Services Agreement with Todd C. Harris P.A., for dental services for inmates at the Williamson County Jail.

53. Discuss, consider and take appropriate action on the 2nd Amendment to the Standard Agreement with Local Governmental Entities regarding off-duty contracting of County Sheriff's Deputies by and between Williamson County Municipal Utility District #25, Williamson County Sheriff's Office and Williamson County, Texas relating to a 2nd amendment to the vehicle reimbursement amount.

54. 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 Parkside on the River Municipal Utility District #1, Williamson County Sheriff's Office and Williamson County, Texas relating to a 2nd Amendment to the vehicle reimbursement amount.

55. 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 Fern Bluff Municipal Utility District, Williamson County Sheriff's Office and Williamson County, Texas relating to a 2nd Amendment to the vehicle reimbursement amount.

56. Discuss, consider and take appropriate action on a 1st Amendment to the Standard Agreement with Local Governmental Entities regarding Off-Duty contracting of County Sheriff's Deputies by and between Stonewall Ranch Municipal Utility District, Williamson County Sheriff's Office and Williamson County, Texas relating to an amendment to the vehicle reimbursement amount.

57. Discuss, consider, and take appropriate action on approving an Amendment to the Master Services Agreement (#202459) between Williamson County and MCA (formerly Knight Security) for $3,486.65 for Year 2 of 5, increasing the contract total from $161,124.62 to $164,611.27,and authorizing the execution of the amendment.

58. Discuss, consider, and take the appropriate action on approving Amendment to Contract #202532 between Williamson County, Texas, and Carahsoft Technology Corporation to complete key projects before the end of the fiscal year (the allocated hours must be used by the end of September or, if unused, rolled over into the Support Services for FY26), in the total amount of $4,376.24, increasing the contract to $22,876.24, which is within 25%, and authorizing the execution of the amendment.

59. Discuss, consider, and take appropriate action on authorizing Renewal #2 for Contract #22RFP112, Tennis Operations and Pro Shop Manager for the Parks Department, between Williamson County and Rippner Tennis, under the same terms and conditions as the existing contract, for the term of September 14, 2025 – September 13, 2026.

60. Discuss, consider, and take appropriate action on approving the Master Service Agreement #2025340, between Williamson County and Total Office Solutions, LLP DBA Move Solutions, LTD in the not-to-exceed amount of Five-Hundred Thousand Dollars ($500,000.00) per fiscal year pursuant to BuyBoard Cooperative Contract #738-24 and authorize execution of the agreement.

61. Discuss, consider, and take appropriate action on a Supplemental Agreement No. 2 to the Agreement for Design and Engineering Services between Williamson County and Eckermann Engineering, Inc. dated June 10th, 2025, related to the SOTC Additional Parking.

62. Discuss, consider, and take appropriate action on Supplemental Agreement No. 4 to the Agreement for Design and Engineering Services between Williamson County and Johnston, LLC, being dated effective January 28th, 2022, relating to the Justice Complex Improvements.

63. Receive and acknowledge approval of Change Order No. 1 from the Brandt Companies, LLC., Inc. for the JP4 HVAC Replacement in the amount of $6,409.88, which was approved by Williamson County Facilities Management Project Manager, Matt Weber, pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031

64. Discuss, consider and take appropriate action on Change Order No 1 to contract number 24IFB38 for Texas Materials Group, Inc. a reduction in the amount of $124,893.95 for Ronald W. Reagan Blvd Milling and Overlay. Funding Source: 01.0200.0210.003599.

65. Discuss, consider, and take appropriate action on authorizing Renewal #1 of Contract IFB #25IFB2 Commercial Lime Slurry, Hydrated Lime Slurry, and Quicklime, between Williamson County and Lhoist North America of Texas on the same terms and conditions as the existing contract, for the renewal term of 12/10/2025, through 12/09/2026.

66. Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of $40,644.93 for Project 25IFB9 CR 255 Realignment (Jordan Foster Construction).

67. Discuss, consider, and take appropriate action regarding the Standard Utility Agreement with PEC for utility relocations on the RM 2243 Project, a Road Bond Project in Commissioner Precinct 2.

68. 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 Robinson Ranch Road project, a 2023 Road Bond project in Commissioner Precinct 1.

69. Discuss, consider, and take appropriate action regarding a TCEQ Agent Authorization Form for the Edwards Aquifer Protection Program associated with the Ronald Reagan Blvd Widening, Seg C1 Project, a 2023 Road Bond Project in Commissioner Pct. 3.

70. Discuss, consider, and take appropriate action on Contract Amendment No. 2 and Supplement No. 5 to Work Authorization #1 to the CR 110 North contract executed March 19, 2024, between Williamson County and RPS Infrastructure, Inc. relating to the 2023 Road Bond Program.

71. Discuss, consider and take appropriate action on a real estate contract with Charlotte Lyn Walker Davis to acquire 7.961 AC needed as right of way on the E. Wilco Highway Segment 4 project (Parcel 84 part 2).

72. Discuss, consider and take appropriate action on a purchase contract with Robert Louis Pinner. Jr. and Leslie Sheridan Ernstmeyer to acquire 1.319 AC needed as right of way for the Corridor J project.

73. Discuss, consider and take appropriate action on a claim for fixed moving expense with Edward Ware related to the right of way acquisition on East Wilco Highway Segment 6 (Parcel 102).

74. Discuss, consider, and take appropriate action on a letter agreement with the Stiles Farm Foundation for the North Barker street project.

75. Discuss, consider and take appropriate action on a Rule 11 settlement agreement with CR 460 Coupland TX LLC to acquire 0.5581 AC needed on the CR 460 project.

76. Discuss, consider and take appropriate action on a donation deed from K29 1941 Investments LP, for 0.826 AC and 1.634 AC for the Ronald Reagan Boulevard widening project.

77. Discuss, consider and take appropriate action on an Agreed Final Judgment with Steven M. Counts and Kelly D. Counts to acquire 0.266 AC required as right of way on the Corridor H project (Parcel 34).

78. Discuss, consider and take appropriate action on an Interlocal Agreement Regarding the Participation of the City of Georgetown in the Design and Construction Costs Related to the SE Inner Loop Project.

79. Discuss, consider and take appropriate action on an Interlocal Agreement Regarding the Extension of Water System Improvements as a Part of the County's Liberty Hill Bypass Project Related to the Adult Probation Center Water Line.

80. Discuss, consider and take appropriate action on an Advance Funding Agreement with TXDoT regarding the construction of a Walking Path and Installing Landscape and Scenic Enhancements on the Campus of Tippit Middle School in Williamson County, Texas as part of the Green Ribbon Mitigation Project.

81. Discuss, consider and take appropriate action on an Agreed Final Judgment with John Robert Casey and Barbara Salomon Casey, Trustees of the John R. and Barbara S. Casey Living Trust dated June 26, 2007 related to the acquisition of 0.819 AC acquired as right of way on the Bud Stockton project (parcel 9).

82. Discuss, consider and take appropriate action on a claim for actual moving expenses with Big Tex Fireworks related to right of way acquired for the Corridor B project.

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)."

83. Discuss the following pending or contemplated litigation, settlement matters and/or other confidential attorney-client legal matters pursuant to the Texas Government Code Section 551.071:

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

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

REGULAR AGENDA (continued)

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

86. Comments from Commissioners.

87. **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 3rd day of September 2025 at 5:00 pm and remained posted for at least three business days before the scheduled date of the meeting.

Commissioners Court - Regular Session **4.**

Meeting Date: 09/09/2025

Line Item Transfer

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 on a line item transfer for Tax/Assessor Collector.

Background

Line Item Transfer requested to cover a budget shortfall due to an unexpected replacement of office equipment.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0499.004212	Postage	$13,000
To	0100.0499.003006	Office Equipment	$13,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/28/2025 03:45 PM
Budget Office	Saira Hernandez	08/28/2025 03:53 PM
Form Started By: Mary Greenway		Started On: 08/28/2025 03:36 PM
Final Approval Date: 08/28/2025		

Commissioners Court - Regular Session **5.**

Meeting Date: 09/09/2025

Line Item Transfer

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 on a line item transfer for the Tax/Assessor Collector.

Background

Line Item Transfer requested to cover a budget shortfall due to an unpredictable price increase in printer toner.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0499.004208	Internet Cloud Solutions	$7,500.00
To	0100.0499.003120	Printer Supplies	$7,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/28/2025 03:17 PM
Budget Office	Saira Hernandez	08/28/2025 03:53 PM
Form Started By: Mary Greenway		Started On: 08/28/2025 03:10 PM
Final Approval Date: 08/28/2025		

Commissioners Court - Regular Session **6.**

Meeting Date: 09/09/2025

COM

Submitted For: August Alvarado **Submitted By:** August Alvarado, All District Courts

Department: All District Courts

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for the All District Courts budget.

Background

These line item transfers are necessary to cover the remainder of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0435.004132	CRIMINAL CASES - CRT APPT ATTY	50,000.00
To	0100.0435.004120	COMPETENCY HEARING	10000.00
To	0100.0435.004121	EXPERT WITNESS	20000.00
To	0100.0435.004133	JUVENILE CASES - CRT APPT AT	10000.00
To	0100.0435.004162	CUSTODIAL MOTHER-CRT APPT ATTY	10000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/27/2025 09:54 AM
Budget Office	Saira Hernandez	08/27/2025 10:06 AM
Form Started By: August Alvarado		Started On: 08/27/2025 08:30 AM
Final Approval Date: 08/27/2025		

Commissioners Court - Regular Session **7.**

Meeting Date: 09/09/2025

Line Item Transfer - 004141

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

Department: J.P. Pct. #3

Agenda Category: Consent

Information

Agenda Item

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

Background

The office of JP3 is requesting a line item transfer in the amount of $3000.00 to fund the cost of court interpreters. Our court dockets have increased this year. This has caused an influx of individuals requiring the use of an interpreter.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0453.003010	Computer Equipment	$1,000.00
To	0100.0453.004141	Interpreters	$1,000.00
From	0100.0453.003100	Office Supplies	$2,000.00
To	0100.0453.004141	Interpreters	$2,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/26/2025 12:08 PM
Budget Office	Saira Hernandez	08/27/2025 10:00 AM
J.P. Pct. 3 (Originator)	Cherie Vasquez	08/29/2025 10:32 AM
County Judge Exec Asst.	Andrea Schiele	08/29/2025 10:39 AM
Budget Office	Saira Hernandez	09/02/2025 12:48 PM
Budget Office	Saira Hernandez	09/02/2025 12:57 PM
Form Started By: Cherie Vasquez		Started On: 08/26/2025 09:18 AM
Final Approval Date: 09/02/2025		

Commissioners Court - Regular Session **8.**

Meeting Date: 09/09/2025

Fire Marshal Special Operations Line-Item transfer for Overtime

Submitted For: Mike Lugo **Submitted By:** Adrienne Damron, Fire Marshal Spec Ops-Hazmat

Department: Fire Marshal Spec Ops-Hazmat

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for Fire Marshal Special Operations.

Background

This is a line-item transfer request to provide for overtime for the remaining fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0542.005700	Vehicles >$5,000	$1,855.50
To	0100.0542.001110	Overtime	$1,500.00
To	0100.0542.002010	FICA	$114.75
To	0100.0542.002020	Retirement	$240.75

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/28/2025 02:16 PM
Budget Office	Saira Hernandez	09/02/2025 12:57 PM
Form Started By: Adrienne Damron		Started On: 08/28/2025 11:22 AM
Final Approval Date: 09/02/2025		

Commissioners Court - Regular Session **9.**

Meeting Date: 09/09/2025

Vehicle Maintenance and Repair Line Item Transfer

Submitted For: Mike Lugo **Submitted By:** Adrienne Damron, Fire Marshal Spec Ops-Hazmat

Department: Fire Marshal Spec Ops-Hazmat

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for Fire Marshal Special Operations.

Background

This is a line item transfer request to provide additional funds for the remainder of FY 25 for projected vehicle repairs in the FMSO department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0542.005700	Vehicles >$5,000	$5,000
To	0100.0542.004541	Vehicle Maintenance and Repair	$5,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/26/2025 03:07 PM
Budget Office	Saira Hernandez	08/27/2025 10:06 AM
Form Started By: Adrienne Damron		Started On: 08/26/2025 02:24 PM
Final Approval Date: 08/27/2025		

Commissioners Court - Regular Session **10.**

Meeting Date: 09/09/2025

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 the subscription packages for the LPR Trailers.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100.0560.005740	Computer Equip > $5,000	$7,652.00
TO:	0100.0560.004500	Maintenance Contracts	$7,652.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/02/2025 04:06 PM
Budget Office	Delia Colon	09/02/2025 04:06 PM
Budget Office	Saira Hernandez	09/02/2025 05:06 PM
Form Started By: Virginia Johnson		Started On: 09/02/2025 03:20 PM
Final Approval Date: 09/02/2025		

Commissioners Court - Regular Session **11.**

Meeting Date: 09/09/2025

Line item transfer for the 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

This transfer is being requested to cover the current shortfall in Food Services due to the increase in inmate population.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100.0570.003001	Small Equipment & Tools < $5k	$11,941.85
FROM:	0100.0570.003005	Office Furniture < $5k	$11,451.45
FROM:	0100.0570.003010	Computer Equipment < $5k	$20,679.99
FROM:	0100.0570.003107	Medical Equipment < $5k	$7,292.86
FROM:	0100.0570.003311	Uniforms	$7,942.42
FROM:	0100.0570.004548	Radio Repairs & Maint.	$5,000.00
FROM:	0100.0570.004705	Preemployment Screening	$10,000.00
TO:	0100.0570.003306	Food Service	$74,308.57

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/29/2025 10:45 AM
Budget Office	Saira Hernandez	09/02/2025 12:55 PM
Form Started By: Virginia Johnson		Started On: 08/29/2025 08:49 AM
Final Approval Date: 09/02/2025		

Commissioners Court - Regular Session **12.**

Meeting Date: 09/09/2025

Line item transfer for the 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

This transfer is being requested to cover the current shortfall in pharmaceuticals due to the increase in inmate population.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100.0570.003316	Medical/Hospital	$125,000.00
TO:	0100.0570.003307	Pharmaceuticals	$125,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/29/2025 10:43 AM
Budget Office	Saira Hernandez	09/02/2025 12:55 PM
Form Started By: Virginia Johnson		Started On: 08/29/2025 10:17 AM
Final Approval Date: 09/02/2025		

Commissioners Court - Regular Session **13.**

Meeting Date: 09/09/2025

Budget Line-item transfer for Juvenile Services

Submitted By: Denise Carlson, Juvenile Services

Department: Juvenile Services

Agenda Category: Consent

Information

Agenda Item

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

Background

Juvenile Services is requesting a line item transfer of $2,000.00 from Educational Materials to Other Supplies to fund unforeseen expenses that have arisen within the Juvenile Services Supervision Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0520.0520.003101	EDUC AIDS/MATLS	2000.00
To	0520.0520.003110	OTHER SUPPLIES	2000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/27/2025 02:42 PM
Budget Office	Saira Hernandez	08/27/2025 03:28 PM
Form Started By: Denise Carlson		Started On: 08/27/2025 02:22 PM
Final Approval Date: 08/27/2025		

Commissioners Court - Regular Session **14.**

Meeting Date: 09/09/2025

Budget Line-Item Transfer for Juvenile Services

Submitted By: Denise Carlson, Juvenile Services

Department: Juvenile Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on line-item transfers for Juvenile Services.

Background

Juvenile Services is requesting budget line transfers to cover unexpected expenses as follows: 1) $13,600 to Non-Residential Services as a result of increased usage of ankle monitoring systems. 2) $9,500 to Training and Conferences. 3) $1,850 to equipment repairs for commercial kitchen oven thermostat. 4) $1,250 to Travel due to increased toll usage to efficiently travel for Youth in-home visits. 5) $600 to Pharmaceuticals. We are requesting all of these transfers to be funded from the Juvenile Services- Professional Service budget line. We believe these transfers will be sufficient for the remainder of the Fiscal Year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.004100	Professional Services	26,800.00
To	0100.0576.004108	Non-Residential Services	13,600.00
To	0100.0576.004232	Training & Conferences	9,500.00
To	0100.0576.004543	Equipment Repairs	1,850.00
To	0100.0576.004231	Travel	1,250.00
To	0100.0576.003307	Pharmaceuticals	600.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/27/2025 03:52 PM
Budget Office	Saira Hernandez	08/28/2025 08:50 AM
Form Started By: Denise Carlson		Started On: 08/27/2025 03:20 PM
Final Approval Date: 08/28/2025		

Commissioners Court - Regular Session **15.**

Meeting Date: 09/09/2025

Budget Line-item transfer for Juvenile Services

Submitted By: Denise Carlson, Juvenile Services

Department: Juvenile Services

Agenda Category: Consent

Information

Agenda Item

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

Background

Juvenile Services is requesting a line item transfer of $6,500.00 from Residential Services to Vehicle Repairs & Maintenance. This transfer is requested to cover unexpected fleet maintenance expenses for the remainder of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0576-004102	Residential Services	6,500.00
To	0100-0576-004541	Vehicle Repairs & Maintenance	6,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/02/2025 02:41 PM
Budget Office	Saira Hernandez	09/02/2025 05:05 PM
Form Started By: Denise Carlson		Started On: 09/02/2025 02:25 PM
Final Approval Date: 09/02/2025		

Commissioners Court - Regular Session **16.**

Meeting Date: 09/09/2025

Line Item Transfer for Elections Department

Submitted For: Bridgette Escobedo **Submitted By:** Kristine Heimerman, Elections

Department: Elections

Agenda Category: Consent

Information

Agenda Item

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

Background

The Elections Department requests a transfer of $95.000.00 from 01.0100.0492.005741 (Computer Software) to 01.0100.0492.004251 (Election Supplies) due to additional tables and supplies needed for the new voting equipment recently purchased and supplies for the upcoming November Election. Elections also requests a transfer of $10,000.00 from 01.0100.0492.005741 (Computer Software) to 01.0100.0492.003005 (Office Furniture < $5,000) to purchase furniture needed due to the recent expansion of department space. The computer software that was to be purchased in this fiscal year will have to be purchased in the next fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0492.005741	Computer Software	$95,000.00
To	0100.0492.004251	Election Supplies	$95,000.00
From	0100.0492.005741	Computer Software	$10,000.00
To	0100.0492.003005	Office Furniture < $5,000	$10,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/29/2025 10:42 AM
Budget Office	Saira Hernandez	09/02/2025 12:55 PM
Form Started By: Kristine Heimerman		Started On: 08/28/2025 04:54 PM
Final Approval Date: 09/02/2025		

Commissioners Court - Regular Session **17.**

Meeting Date: 09/09/2025

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

Need additional funds for the remainder of the FY for barricades not in the original budget.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004509	Facility Enhancements	$22,510.00
To	0100.0509.003001	Equipment & Tools	$22,510.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/25/2025 10:55 AM
Budget Office	Saira Hernandez	08/27/2025 10:06 AM
Form Started By: Gina Wrehsnig		Started On: 08/25/2025 10:27 AM
Final Approval Date: 08/27/2025		

Commissioners Court - Regular Session **18.**

Meeting Date: 09/09/2025

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 Road and Bridge.

Background

This transfer is necessary in order to effectively continue utility coordination for the remainder of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-000777	Transfer to Cap. Projects-P708	$61,000.00
To	0200-0210-000777	Transfer to Cap. Projects-P499	$50,000.00
To	0200-0210-000777	Transfer to Cap. Projects-P645	$11,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/29/2025 10:44 AM
Budget Office	Saira Hernandez	09/02/2025 12:55 PM
Form Started By: Jenifer Favreau		Started On: 08/29/2025 08:43 AM
Final Approval Date: 09/02/2025		

Commissioners Court - Regular Session **19.**

Meeting Date: 09/09/2025

Assets for Trade In

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

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

Background

Please see attached.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

August 2025 Assests for Trade In

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/29/2025 03:03 PM
Form Started By: Cheryl Johnson		Started On: 08/22/2025 02:12 PM
Final Approval Date: 08/29/2025		

Asset Status Change

Lookup Description	IPADS
Disposal Method:	TRADE-IN for new assets of similar type for the county
Item(s) Category:	Other
1. Quantity (Mandatory):	5
1. Description:	Ipads
1. Manufacturer ID #(s):	DMPDQ0B1PV1R, 17232, GG7WT08AJF89, DMPDQ0GRPV1R, GCGW203JHLJL
1. Oracle Asset #(s):	251591, 214924, 251592, 206792
2. Quantity (Mandatory):	4
2. Description:	Ipad
2. Manufacturer ID #(s):	SGG7WT0DAJF89, DMPDQ0SLPV1R, DMPXMEILJF89, DMPDQ14QPV1R
2. Oracle Asset #(s):	214925, 251594, 224325, 251595
Transferring Dept.:	HazMat
Transferring Dept. Contact Person	Adrienne Damron
Transferring Dept. Contact Ph#:	5129433544
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✔ Mike Lugo 8/15/2025 11:23 AM 3.0
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Trade-in
Court Date:	9/9/2025
Agenda Item:	37815

Commissioners Court - Regular Session **20.**

Meeting Date: 09/09/2025

Assests for Auction

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on acknowledging the purchasing department's monthly report of asset disposition through auction, pursuant to Texas Local Government code 263-152, for the period of August 01, 2025, through August 26, 2025.

Background

Please see the attachment.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

August 2025 Assests for Auction

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/29/2025 03:02 PM
Form Started By: Cheryl Johnson		Started On: 08/22/2025 01:59 PM
Final Approval Date: 08/29/2025		

Asset Status Change for Commissioners Court

ID	Lookup Description	Disposal Method:	Approval Status	Workflow Stage	Report Month	Court Date:	Agenda Item:	Created	Created By	Report Type	Purchasing Final Determination	Purchasing Process Completed
50	Opti-Plex 7070 & monitors from DAWG	SALE at the earliest auction	Approved	Review Completed		9/9/2025	37814	6/26/2025 11:56 AM	Starla Hall	Monthly Report	Auction	Yes
59	OptiPlex 7040, OptiPlex 7070, keyboard/mouse	SALE at the earliest auction	Approved	Review Completed		9/9/2025	37814	7/2/2025 8:46 AM	Starla Hall	Monthly Report	Auction	Yes
63	desk	SALE at the earliest auction	Approved	Review Completed		9/9/2025	37814	7/8/2025 2:37 PM	Stephanie Lloyd	Monthly Report	Auction	Yes
76	ITS July 2025 Auction items-3	SALE at the earliest auction	Approved	Review Completed		9/9/2025	37814	7/10/2025 3:03 PM	Sarina Gonzalez	Monthly Report	Auction	Yes
77	Nelms desktop computer & Community Affairs printer	SALE at the earliest auction	Approved	Review Completed		9/9/2025	37814	7/15/2025 8:29 AM	Starla Hall	Monthly Report	Auction	Yes
78	File cabinet & 2 chairs.	SALE at the earliest auction	Approved	Review Completed		9/9/2025	37814	7/17/2025 1:40 PM	Patrick Youngren	Monthly Report	Auction	Yes
80	HR Cleanout-Laptop bags, laptop chargers, keyboards	SALE at the earliest auction	Approved	Review Completed		9/9/2025	37814	7/18/2025 11:36 AM	Anna Briseno	Monthly Report	Auction	Yes
81	Dell Latitude 5501 laptop	SALE at the earliest auction	Approved	Review Completed		9/9/2025	37814	7/21/2025 9:16 AM	Connie Odom	Monthly Report	Auction	Yes
82	Dell Desktop Computers	SALE at the earliest auction	Approved	Review Completed		9/9/2025	37814	7/21/2025 10:12 AM	Samuel Gibson	Monthly Report	Auction	Yes
83	Dell Desktop OptiPlex 7090	SALE at the earliest auction	Approved	Review Completed	37814	9/9/2025	37814	7/21/2025 12:01 PM	Catherine Dodd	Monthly Report	Auction	Yes
84	Monitors	SALE at the earliest auction	Approved	Review Completed		9/9/2025	37814	7/21/2025 3:02 PM	Mary Johnson	Monthly Report	Auction	Yes
85	Pinter/Crestron/Bins	SALE at the earliest auction	Approved	Review Completed		9/9/2025	37814	7/23/2025 10:11 AM	Damaris Morales	Monthly Report	Auction	Yes

ID	Lookup Description	Disposal Method:	Approval Status	Workflow Stage	Report Month	Court Date:	Agenda Item:	Created	Created By	Report Type	Purchasing Final Determination	Purchasing Process Completed
86	11 Computers	SALE at the earliest auction	Approved	Review Completed		9/9/2025	37814	7/23/2025 1:16 PM	Mary Greenway	Monthly Report	Auction	Yes
87	Old Toughbooks	SALE at the earliest auction	Approved	Review Completed		9/9/2025	37814	7/28/2025 9:28 AM	Danielle White	Monthly Report	Auction	Yes
88	ITS July 2025 Auction items-4	SALE at the earliest auction	Approved	Review Completed		9/9/2025	37814	7/28/2025 11:28 AM	Sarina Gonzalez	Monthly Report	Auction	Yes
89	Desks, Shelves and Plotter	SALE at the earliest auction	Approved	Review Completed		9/9/2025	37814	7/28/2025 12:38 PM	Vicky Edwards	Monthly Report	Auction	Yes
90	(2) monitors from Fleet	SALE at the earliest auction	Approved	Review Completed	37814	9/9/2025	37814	7/29/2025 12:52 PM	Starla Hall	Monthly Report	Auction	Yes
94	Items to Warehouse for sale	SALE at the earliest auction	Approved	Review Completed		9/9/2025	37814	8/1/2025 10:49 AM	Mary Johnson	Monthly Report	Auction	Yes
95	Items to Warehouse	SALE at the earliest auction	Approved	Review Completed	37814	9/9/2025	37814	8/1/2025 11:00 AM	Mary Johnson	Monthly Report	Auction	Yes
96	Laptops	SALE at the earliest auction	Approved	Review Completed	37814	9/9/2025	37814	8/4/2025 8:36 AM	Gina Wrehsnig	Monthly Report	Auction	Yes
97	Shelving Unit and Chair	SALE at the earliest auction	Approved	Review Completed	37814	9/9/2025	37814	8/4/2025 9:43 AM	Vicky Edwards	Monthly Report	Auction	Yes
98	Desk	SALE at the earliest auction	Approved	Review Completed	37814	9/9/2025	37814	8/4/2025 2:59 PM	Stephanie Lloyd	Monthly Report	Auction	Yes
99	Four Executive Conference Room Chairs	SALE at the earliest auction	Approved	Review Completed	37814	9/9/2025	37814	8/5/2025 12:04 PM	Vicky Edwards	Monthly Report	Auction	Yes
100	Furniture To Auction	SALE at the earliest auction	Approved	Review Completed		9/9/2025	37814	8/6/2025 9:13 AM	Erin Bussart	Monthly Report	Auction	Yes
101	Office Chairs	SALE at the earliest auction	Approved	Review Completed		9/9/2025	37814	8/6/2025 2:14 PM	Amanda Hisbrook	Monthly Report	Auction	Yes

ID	Lookup Description	Disposal Method:	Approval Status	Workflow Stage	Report Month	Court Date:	Agenda Item:	Created	Created By	Report Type	Purchasing Final Determination	Purchasing Process Completed
103	Items to Warehouse for sale	SALE at the earliest auction	Approved	Review Completed	37814	9/9/2025	37814	8/7/2025 8:26 AM	Mary Johnson	Monthly Report	Auction	Yes
104	Replaced Toughbook and monitors	SALE at the earliest auction	Approved	Review Completed	37814	9/9/2025	37814	8/7/2025 1:08 PM	Mary Johnson	Monthly Report	Auction	Yes
105	(2) Dell laptop docks (Sheriff & Chief Hurley) & Fleet desktop computer	SALE at the earliest auction	Approved	Review Completed		9/9/2025	37814	8/8/2025 12:20 PM	Starla Hall	Monthly Report	Auction	Yes
106	Vets PC Auction Aug 2025	SALE at the earliest auction	Approved	Review Completed		9/9/2025	37814	8/11/2025 12:58 PM	Sarina Gonzalez	Monthly Report	Auction	Yes
107	File Cabinet	SALE at the earliest auction	Approved	Review Completed		9/9/2025	37814	8/12/2025 2:46 PM	Vicky Edwards	Monthly Report	Auction	Yes
108	Hon Office Desks	SALE at the earliest auction	Approved	Review Completed		9/9/2025	37814	8/12/2025 3:38 PM	Roberto Lopez	Monthly Report	Auction	Yes
109	Monitors	SALE at the earliest auction	Approved	Review Completed		9/9/2025	37814	8/14/2025 10:28 AM	Mary Johnson	Monthly Report	Auction	Yes
110	2 Desks & 1 Executive Chair	SALE at the earliest auction	Approved	Review Completed		9/9/2025	37814	8/14/2025 12:37 PM	Vicky Edwards	Monthly Report	Auction	Yes
111	4 Drawer File Cabinets	SALE at the earliest auction	Approved	Review Completed		9/9/2025	37814	8/14/2025 1:00 PM	Vicky Edwards	Monthly Report	Auction	Yes
112	Auction Aug 2025 AV	SALE at the earliest auction	Approved	Review Completed		9/9/2025	37814	8/15/2025 10:31 AM	Sarina Gonzalez	Monthly Report	Auction	Yes
114	Two Chairs to Warehouse	SALE at the earliest auction	Approved	Review Completed		9/9/2025	37814	8/18/2025 8:16 AM	Dana Foster	Monthly Report	Auction	Yes
115	Laptops	SALE at the earliest auction	Approved	Review Completed		9/9/2025	37814	8/19/2025 1:19 PM	Gina Wrehsnig	Monthly Report	Auction	Yes
116	Pallet of Misc. equipment	SALE at the earliest auction	Approved	Review Completed		9/9/2025	37814	8/19/2025 2:39 PM	Mark Stevens	Monthly Report	Auction	Yes

ID	Lookup Description	Disposal Method:	Approval Status	Workflow Stage	Report Month	Court Date:	Agenda Item:	Created	Created By	Report Type	Purchasing Final Determination	Purchasing Process Completed
117	Misc. Computers/Accessories	SALE at the earliest auction	Approved	Review Completed		9/9/2025	37814	8/19/2025 11:22 PM	Bridgette Escobedo	Monthly Report	Auction	Yes
118	Misc. Computers/Accessories	SALE at the earliest auction	Approved	Review Completed		9/9/2025	37814	8/19/2025 11:26 PM	Bridgette Escobedo	Monthly Report	Auction	Yes
119	Community Room Tables (2)	SALE at the earliest auction	Approved	Review Completed		9/9/2025	37814	8/20/2025 11:13 AM	Patrick Youngren	Monthly Report	Auction	Yes
120	Desk 5	SALE at the earliest auction	Approved	Review Completed		9/9/2025	37814	8/20/2025 2:21 PM	Leah Liesmann	Monthly Report	Auction	Yes
121	two mail sorters	SALE at the earliest auction	Approved	Review Completed		9/9/2025	37814	8/20/2025 4:05 PM	Gloria Favela	Monthly Report	Auction	Yes
122	1 Dell Optiplex 780	SALE at the earliest auction	Approved	Review Completed		9/9/2025	37814	8/21/2025 10:13 AM	Michael Moody	Monthly Report	Auction	Yes
123	4 lobby chairs	SALE at the earliest auction	Approved	Review Completed		9/9/2025	37814	8/22/2025 2:46 PM	Amanda Hisbrook	Monthly Report	Auction	Yes
124	3 desk, 2 short bookshelves, 6 cubicle dividers	SALE at the earliest auction	Approved	Review Completed		9/9/2025	37814	8/25/2025 10:35 AM	Lauren Powell	Monthly Report	Auction	Yes
125	Computer items	SALE at the earliest auction	Approved	Review Completed		9/9/2025	37814	8/26/2025 9:44 AM	Stephanie Lloyd	Monthly Report	Auction	Yes
126	storage cabninets for sale.	SALE at the earliest auction	Approved	Review Completed		9/9/2025	37814	8/26/2025 1:23 PM	Jeff Malcolm	Monthly Report	Auction	Yes
127	Computer items	SALE at the earliest auction	Approved	Review Completed		9/9/2025	37814	8/26/2025 2:49 PM	Stephanie Lloyd	Monthly Report	Auction	Yes
128	Computer items	SALE at the earliest auction	Approved	Review Completed		9/9/2025	37814	8/26/2025 2:57 PM	Stephanie Lloyd	Monthly Report	Auction	Yes
129	Computer items	SALE at the earliest auction	Approved	Review Completed		9/9/2025	37814	8/26/2025 3:00 PM	Stephanie Lloyd	Monthly Report	Auction	Yes

ID	Lookup Description	Disposal Method:	Approval Status	Workflow Stage	Report Month	Court Date:	Agenda Item:	Created	Created By	Report Type	Purchasing Final Determination	Purchasing Process Completed
130	Misc items	SALE at the earliest auction	Approved	Review Completed		9/9/2025	37814	8/26/2025 3:02 PM	Stephanie Lloyd	Monthly Report	Auction	Yes

Commissioners Court - Regular Session **21.**

Meeting Date: 09/09/2025

Assets for Destruction

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to acknowledge the Purchasing Department's monthly report of asset dispositions through Destruction, pursuant to Texas Local Government Code 263.152, from August 01, 2025, through August 26, 2025.

Background

Please see the attached for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

August 2025 Assests for Destruction

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/29/2025 03:04 PM
Form Started By: Cheryl Johnson		Started On: 08/22/2025 03:13 PM
Final Approval Date: 08/29/2025		

Asset Status Change

Lookup Description	Tablecloths with old county logo
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	4
1. Description:	Tablecloths with old county logo
1. Oracle Asset #(s):	Not tracked in Oracle.
1. Condition of Assets:	Non-Working
Transferring Dept.:	Human Resources
Transferring Dept. Contact Person	Anna Briseno
Transferring Dept. Contact Ph#:	5129431525
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✔ Holly Jung 7/18/2025 11:27 AM 3.0
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Destruction
Court Date:	9/9/2025
Agenda Item:	37817

Commissioners Court - Regular Session **22.**

Meeting Date: 09/09/2025

Tax Anticipation Note (TAN) Budget Transfer Correction to Funding Source

Submitted By: Karen Knightstep, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to correct the funding source provided in item number 55 of the Williamson County Commissioners Court Session on August 19, 2025, to provide that Funding Source: 2024 Tax Anticipation Note as the correct funding source for the budget transfer items from P363 (Creek Meadow Cove to FM 2243, CR 175) and from P459 (Corridor C).

Background

The original agenda item listed the funding source as a 2023 Tax Anticipation Note budget transfer.

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	09/03/2025 07:59 AM
Form Started By: Karen Knightstep		Started On: 08/25/2025 04:31 PM
Final Approval Date: 09/03/2025		

Commissioners Court - Regular Session **23.**

Meeting Date: 09/09/2025

Tax Collection Agreement Williamson County MUD No.46

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 Williamson County Municipal Utility District No 46 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	09/02/2025 03:26 PM
County Judge Exec Asst.	Delia Colon	09/02/2025 03:32 PM
Form Started By: Mary Greenway		Started On: 09/02/2025 02:37 PM
Final Approval Date: 09/02/2025		

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

TAX COLLECTION AGREEMENT

WHEREAS the Williamson County Municipal Utility District No. 46 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 Williamson County Municipal Utility District No. 46, 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

_____

_____, County Judge
County of Williamson

_____

Larry Gaddes, Tax Assessor/Collector,
County of Williamson

_____

Nathan Quiring, Vice President
Williamson County Municipal Utility District No. 46

AUTHORIZING AGREEMENT WITH THE COUNTY OF WILLIAMSON FOR COLLECTION OF TAXES

WHEREAS, the Williamson County Municipal Utility District No. 46 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 Williamson County Municipal Utility District No. 46 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 Williamson County Municipal Utility District No. 46 THAT:

The President of Williamson County Municipal Utility District No. 46 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 29th day of August, 2025.

Nathan Quiring, Vice President
Williamson County Municipal Utility District No. 46

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 Williamson County Municipal Utility District No. 46 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 Williamson County Municipal Utility District No. 46 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.

_____

_____, County Judge

County of Williamson

Commissioners Court - Regular Session **24.**

Meeting Date: 09/09/2025

Approval of Quote for Purchase #2025346 for Postage Deposit for Mailing Tax Statements with Variverge for Tax Assessor/Collector Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving purchase #2025346 between Williamson County and Variverge for the deposit of mailing tax statements in the amount of $68,000.00 pursuant to the Purchasing Cooperative Interlocal Agreement (ILA) with Montgomery County, approved on 03.10.2015 under agenda item #28, and authorizing the execution of the purchase.

Background

Approval of this purchase will support Williamson County Tax Assessor/Collector Department and Pre-Payment to Variverge for the mailing of the Tax Statements to Tax Payers in the amount of $68,000.00. This expenditure will be charged to 01.0100.0499.004212 as per the FY 25. Origination #3371. Contract Audit and General Council have approved the purchase. Department point of contact is Mary Greenway.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote Redacted

ILA

Form 1295

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/02/2025 08:30 AM
Form Started By: Barbi Hageman		Started On: 08/26/2025 01:27 PM
Final Approval Date: 09/02/2025		

variverge
data + print + mail

variverge.com
1.888.288.6693

[redacted]

INVOICE

BILL TO

[redacted]

INVOICE [redacted]
DATE 08/11/2025
TERMS Net 30
DUE DATE 09/10/2025

QTY	DESCRIPTION	RATE	AMOUNT
1	Postage Deposit - Tax Statments	68,000.00	68,000.00

SUBTOTAL	68,000.00
TAX	0.00
TOTAL	68,000.00
BALANCE DUE	**$68,000.00**

[redacted]

variverge
data + print + mail

August 11, 2025

Dear Customer,

We hope this letter finds you well. Tax Season is upon us, and we look forward to serving you this year.

Enclosed you will find a postage invoice for your tax statements that will be mailed in the coming weeks. We are required to pay all postage directly to the United States Post Office at the time of mailing. As you can imagine, the amount of postage that we pay this time of year is significant.

We request that you make payment on this invoice as soon as possible so we can mail your statements in a timely fashion.

When we have completed the mailing of your tax statements, we will invoice you for our services and the actual postage used. We will reduce the *total invoice* by the amount of the postage prepayment that we have received from you.

Should you have any questions, please contact either Melody Westlake, Controller/HR Manager at [redacted] or McKenzie Parker at [redacted]

Thank you for your business.

Sincerely,

Melody Westlake

Melody Westlake
Controller/HR Manager
VariVerge, LLC

PURCHASING COOPERATIVE INTERLOCAL AGREEMENT

This Purchasing Cooperative Interlocal Agreement ("Agreement") is by and between Montgomery County, a political subdivision of the State of Texas ("Montgomery County"); and Williamson County, Texas, a political subdivision of the State of Texas ("Williamson County"); acting by and through their authorized officers.

RECITALS:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

WHEREAS, Section 271.102 of the TEX. LOC. GOV'T CODE authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

WHEREAS, a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods, services and materials; and

WHEREAS, except for competitively bid contracts that are renewable, each party has and will on an annual basis obtain competitive bids for the purchase of goods and services; and

WHEREAS, the parties desire to enter into a Cooperative Purchasing Program which will allow each party to purchase goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE;

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party;

WHEREAS, the governing bodies of each party find that the subject of this Agreement is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; furthermore, the governing bodies find that the performance of this Agreement is in the common and best interest of both parties; and that the division of cost fairly compensates the performing party for the services under this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

I hereby certify that this is a true and correct copy of the original record on file in my office

Mark Turnbull, County Clerk
Montgomery County, Texas

by _____ Deputy

Issued FEB 26 2015

ARTICLE I
PURPOSE

The purpose of this Agreement is to establish a Cooperative Purchasing Program between the parties, which will allow each party to purchase goods and services under each other's competitively bid contracts (County Purchases) pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE.

ARTICLE II
TERM

The term of this Agreement shall commence on the date on which all Parties hereto have executed this Agreement ("Effective Date"). This Agreement shall remain in full force and effect unless superseded by a supplemental agreement or terminated as provided in this Agreement.

ARTICLE III
APPOINTMENT OF PURCHASING AGENT; BIDDING PROCEDURES AND SPECIFICATIONS

Each party hereby makes, constitutes and appoints the other party its true and lawful purchasing agent for the purchase of selected goods and/or services using County Purchases. Each party will maintain a listing of County Purchases which are available for the other party's use. To utilize one or more of such County Purchases, each party must request authorization, in writing, to the other party. Upon receipt of the request, the receiving party will forward a copy of the appropriate Annual Contract to the requesting party. Each party agrees that the bidding for County Purchases shall be conducted by each party according to its usual bidding procedures and in accordance with applicable State of Texas statutes and laws. Furthermore, each party agrees that all specifications for selected goods and/or services shall be determined by the party that conducted the bid for a particular Annual Contract.

ARTICLE IV
DESIGNATION OF REPRESENTATIVES

The County Judge of Montgomery County or his/her designee is authorized to act on behalf of Montgomery County in all matters relating to this Cooperative Purchasing Program and the Williamson County Judge or his designee is authorized to act on behalf of Williamson County in all matters relating to this Cooperative Purchasing Program.

ARTICLE V
PURCHASING AND PAYMENT TERMS

Each party shall make payments directly to the vendor under the Annual Contract made pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE. The vendor or vendors of an Annual Contract shall bill the party directly for all items purchased by such party.

ARTICLE VI

I hereby certify that this is a true and correct copy of the original record on file in my office.

Mark Turnbull, County Clerk
Montgomery County, Texas

by _____ Deputy

Issued FEB 26 2015

RESPONSIBILITY FOR VENDOR'S COMPLIANCE

Each party shall be responsible for the respective vendor's compliance with provisions relating to the quality of items and terms of delivery under an Annual Contract.

ARTICLE VII
TERMINATION

Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party.

ARTICLE VIII
MISCELLANEOUS

A. Relationship of Parties: Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity. The employees of one party shall not be deemed or construed to be the employees of the other party for any purposes whatsoever.

B. Notice: Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth below the signature of the party.

C. Amendment: This Agreement may be amended by the mutual written agreement of both parties hereto.

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

E. Assignment: No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

F. No Third Party Beneficiaries: This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

G. Compliance with Laws: Each party to this Agreement 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.

I hereby certify that this is a true and correct copy of the original record on file in my office.

Mark Turnbull, County Clerk
Montgomery County, Texas

by _____ Deputy

Issued FEB 26 2015

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

I. 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 either party or their past or present officers, employees, or agents or employees, or to create any legal rights or claim on behalf of any third party. Neither party hereby waives, modifies, or alters 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.

J. Governing Law: Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

K. Entire Agreement: This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

L. Recitals: The recitals to this Agreement are incorporated herein.

M. Counterparts: This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

I hereby certify that this is a true and correct copy of the original record on file in my office.

Mark Turnbull, County Clerk
Montgomery County, Texas

by _____ Deputy

Issued FEB 26 2015

EXECUTED this 23rd day of February, 2015.

MONTGOMERY COUNTY, TEXAS

By: _____
Craig Doyal
Montgomery County Judge
501 N. Thompson, Suite 401
Conroe, TX 77301

EXECUTED this _____ day of _____, 20____.

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis,
Williamson County Judge
710 Main Street, Suite 105
Georgetown, Texas 78626

I hereby certify that this is a true and correct copy of the original record on file in my office.

Mark Turnbull, County Clerk
Montgomery County, Texas

by _____ Deputy

Issued FEB 26 2015

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:
2025-1353109

Date Filed:
08/21/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
VariVerge, LLC
Amarillo, 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 Tax Assessor/Collector

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.
2025346
Document processing, mailing services, postage

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

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

6 UNSWORN DECLARATION

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

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

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

Executed in Potter County, State of Texas, on the 21 day of August (month), 2025 (year).

Melody Westteke
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:
2025-1353109

Date Filed:
08/21/2025

Date Acknowledged:
08/21/2025

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

VariVerge, LLC
Amarillo, 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 Tax Assessor/Collector

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.

2025346
Document processing, mailing services, postage

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 **25.**

Meeting Date: 09/09/2025

Approval of Contract #2025349 for Goods for Election Equipment from Global Equipment Company Inc., DBA Global Industrial for the Elections Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Contract for Goods #2025349 between Williamson County and Global Equipment Company Inc., DBA Global Industrial for the amount of $55,035.00 pursuant to BuyBoard #756-24 and authorizing the execution of the purchase for FY 2025.

Background

The approval of this contract will benefit the Williamson County Elections Department with the quoted equipment for the upcoming election. The attached contract and quote contain the details of the equipment needed to hold the Balotar voting machines at polling locations. The funding source is 01.0100.0492.004251. Origination #3388. The department point of contact is Bridgette Escobbedo.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract Redacted

Form 1295

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/02/2025 08:28 AM
Form Started By: Barbi Hageman		Started On: 08/25/2025 11:16 AM
Final Approval Date: 09/02/2025		

WILLIAMSON COUNTY
CONTRACT FOR GOODS
GLOBAL EQUIPMENT COMPANY INC. DBA GLOBAL INDUSTRIAL
([redacted])

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

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

I.

Goods: Service Provider shall supply the County the goods described in [redacted] attached as **Exhibit "A,"** provided to the extent it meets or exceeds the County's solicitation, if applicable.

Should the County choose to purchase goods in addition to those described in Exhibit "A,", such additional goods shall be described in a separate written amendment wherein the additional goods shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional goods. Service Provider shall not provide any additional goods, and the County shall not be obligated to pay for any additional goods unless a written amendment has been signed by both parties.

II.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in Exhibit "A" shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before September 30, 2025, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit "A", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit"A"** and in accordance with ByBoard COOP contract number 756-24. The not-to-exceed amount for the life of this contract shall be Fifty-Five Thousand Thirty-Five Dollars ($55,035.00).

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

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

IV.

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

V.

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

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

[redacted]

VI.

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

VII.

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

VIII.

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

IX.

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

X.

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

XI.

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

XII.

No Assignment: Service Provider may not assign this Contract.

[redacted]

XIII.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XIV.

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

XV.

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

XVI.

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

XVII.

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

XVIII.

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

A. As described in the attached [redacted], marked as **Exhibit "A"**;
B. The cooperative purchasing BuyBoard Contract No.: 756-24, incorporated by reference and
C. Any Amendments agreed to by both parties.

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

XIX.

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

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

Williamson County:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____, _____ 20___

Global Equipment Company, Inc. DBA Global Industrial

Signed by:
Matthew Ford
87B72B30CA6A4B8...
Authorized Signature

Matthew Ford
Printed Name

Date: August, 21 20 25

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Aug 22 2025 Time: 11:25 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Aug 22 2025 Time: 7:26 am

[redacted]

Exhibit "A"

[redacted]

[redacted]

GLOBAL INDUSTRIAL
We can supply that.

SALES QUOTE

QUOTE ISSUED: 08/15/2025
ACCOUNT NO. 40212
QUOTE NO. [redacted]

Click Here To Place Order Online

*Pricing valid for 7 days from quote issue date. Subject to change based on product availability and/or market conditions.

CUSTOMER INFORMATION

Account Name: WILLIAMSON COUNTY
Name: [redacted]
Address: [redacted]
Email: [redacted]
Phone: [redacted]

Part#	Description	Shipping	Qty	Price	Extended
[redacted]	Global Industrial™ Steel Audio Visual & Instrument Cart, Black Country Of Origin: CHINA	TRUCK	150	$170.95	$25,642.50
[redacted]	Global Industrial™ Steel Audio Visual & Instrument Cart, Black Country Of Origin: CHINA	TRUCK	150	$170.95	$25,642.50

Notes
BUYBOARD 756-24

ItemTotal:	**$51,285.00**
Tax:	**$.00**
Shipping and Handling:	**$3,750.00**
****Total:**	**$55,035.00**

**Applicable taxes and shipping charges will be added to invoice.
Please be sure to review our terms and conditions
Shipping Terms and Conditions

Thank you for the opportunity to help with your needs. To place your order or further assistance please contact me.

Name: [redacted]

11 Harbor Park Drive, Port Washington, N.Y. 11050 | Copyright © 2025 by Global Industrial. All Rights Reserved.

Help | Contact Us

This order is subject to Global Industrial's Terms & Conditions of Sale. Global Industrial objects to any other additional or different terms in your purchase order or acceptance.

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:
2025-1352170

Date Filed:
08/19/2025

Date Acknowledged:

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

Global Equipment Company Inc.
Buford, GA United States

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

Williamson County

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

2025349
steel carts

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

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

6 UNSWORN DECLARATION

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

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

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

Executed in Palm Beach County County, State of Florida, on the 19 day of August (month), 2025 (year).

Susan Abshor-Allen

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:
2025-1352170

Date Filed:
08/19/2025

Date Acknowledged:
08/25/2025

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

Global Equipment Company Inc.
Buford, GA United States

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

Williamson County

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

2025349
steel carts

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 **26.**

Meeting Date: 09/09/2025

Continuing Education

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

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on an Order to Approve Online Education for County Commissioners, pursuant to Section 81.0025(b) of the Local Government Code, as amended by the 87th Legislature.

Background

The form authorizing online continuing education is attached.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Online Education Form

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/03/2025 08:34 AM
Form Started By: Kathy Pierce		Started On: 09/02/2025 06:04 PM
Final Approval Date: 09/03/2025		

ORDER TO APPROVE ONLINE EDUCATION FOR COUNTY COMMISSIONERS

Whereas, Section 81.0025(b), Local Government Code, as amended by the 87th Legislature, authorizes online instruction for commissioners continuing education with the approval of the Commissioners Court, except for a county commissioner in the first 12-month period of the commissioner's first term; and

Whereas, the Commissioners Court of Williamson County, Texas wishes to authorize online instruction of commissioners continuing education as permitted by the statute, effective for January 1, 2025 to December 31, 2025; and

IT IS HEREBY ORDERED that the Commissioners Court of Williamson County, Texas approves and authorizes online instruction for the continuing education of county commissioners, except for a county commissioner in the first 12-month period of the commissioner's first term; and

IT IS FURTHER ORDERED that a copy of this Order shall be submitted to the Commissioners Education Committee of the County Judges and Commissioners Association of Texas.

Read and adopted by a vote of ___ayes and ___nays on this 9th day of September 2025.

Signed:

_____

COUNTY JUDGE – Steve Snell

Commissioners Court - Regular Session **27.**

Meeting Date: 09/09/2025

VSC Assets for Auction

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through auction, pursuant to Texas Local Government Code 263.152 through August 26, 2025.

Background

Please see the attached for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

August VSC Assets for Auction monthly report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/29/2025 03:05 PM
Form Started By: Cheryl Johnson		Started On: 08/22/2025 04:00 PM
Final Approval Date: 08/29/2025		

Vehicle Status Change Assets for Commissioners Court

Department	Created	County VIN/Serial Number	Equipment Unit Number	Reason for Status Change	Enter Agenda Date:	Make	Model	License Plate	Year	Short VIN
560 - Sheriffs Office	8/1/2025 2:57 PM	2C3CDXAT9JH221360	SA1884	REACHED OPERATIONAL LIFE EXPECTANCY	9/9/2025	DODGE	CHARGER	1370474	2018	
560 - Sheriffs Office	8/1/2025 2:58 PM	1GNLCDEC7HR225352	SB1776	REACHED OPERATIONAL LIFE EXPECTANCY	9/9/2025	CHEVROLET	TAHOE	JPX8968	2017	
560 - Sheriffs Office	8/5/2025 10:03 AM	1GNLCDEC0LR250764	SB2027	NOT MECHANICALLY SOUND	9/9/2025	CHEVROLET	TAHOE	1426341	2020	
560 - Sheriffs Office	8/5/2025 10:03 AM	1GNLCDEC5KR289493	SB1971	NOT MECHANICALLY SOUND	9/9/2025	CHEVROLET	TAHOE	1412741	2019	
560 - Sheriffs Office	8/13/2025 7:58 AM	2FAFP71W67X105533	SA0703	NOT MECHANICALLY SOUND	9/9/2025	FORD	CROWN VICTORIA	CGP2429	2007	

Commissioners Court - Regular Session **28.**

Meeting Date: 09/09/2025

Approval of Agreement #2025298 with Software One, Inc. for a 3 Year Sharegate Subscription for Information Systems

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to approve the Service and Goods Agreement #2025298 between Williamson County and Software One, Inc. for service and goods in the amount of $21,880.82, pursuant to TIPS cooperative contract #TIPS 210101, and authorizing the execution of the service agreement.

Background

This Service Agreement will benefit Williamson County by renewing the Sharegate Migration Tool for three (3) years and providing a better discounted price for the 3-year subscription renewal. ShareGate is used to manage and streamline content migrations within Microsoft 365, including SharePoint, Teams, and OneDrive. The tool also assists with reporting, inventory, and governance during the migration process. By committing to a three-year term, the County will receive a discounted rate, resulting in cost savings over the full term of the subscription. The funding for this subscription will be 01.0100.0510.004100 for FY25. Origination #3108. The Department's point of contact is Gaynelle Flag. The vendor is publicly traded; therefore, a Form 1295 is not required.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Software One Agreement Redacted

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/02/2025 12:18 PM
Form Started By: Sandra Malcolm		Started On: 08/05/2025 08:35 AM
Final Approval Date: 09/02/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

MASTER SERVICES AGREEMENT
WITH
SOFTWARE ONE, INC.
(QUOTE US[redacted]

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

THIS MASTER SERVICES AGREEMENT ("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 **Software One, Inc.** (hereinafter "Service Provider") both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Goods: Service Provider shall supply the County the goods described in the attached **Quote** [redacted] being marked as **Exhibit "A,"** provided to the extent it meets or exceed the Customer's solicitation, if applicable.

Should the Customer choose to purchase goods in addition to those described in Exhibit "A", such additional goods shall be described in a separate written amendment wherein the additional goods shall be described, and the parties shall set forth the amount of compensation to be paid by the Customer for the additional goods. Service Provider shall not provide any additional goods, and the Customer shall not be obligated to pay for any additional goods unless a written amendment has been signed by both parties.

II.

Services: Intentionally Omitted.

III.

Effective Date and Term: This Agreement shall be in full force and effect from the date of the last party's execution below and shall continue through August 26, 2028. Unless terminated sooner pursuant to the terms set out herein, the County reserves the right to renew the Agreement for additional fiscal years, by mutual agreement of both parties, as it deems to be in the best interest of the County.

IV.

On-Site Representative for Work Monitoring: The County may appoint an on-site project representative to observe the work being performed. The County may conduct inspections to determine the date or dates of substantial completion and the date of final completion. If the County so desires, it may seek written adequate assurance that the work is progressing on-time and pursuant to terms and conditions of this Agreement and all related contract documents.

V.

Labor, Materials, Tools & Misc. Items: Intentionally Omitted.

VI.

Compliance With All Laws: Service Provider agrees, to comply with any and all applicable local, state, or federal requirements, including but not limited to compliance with regulations of the Texas Commission of Environmental Quality and the Occupational Safety and Health Administration. Additionally, Service Provider shall obtain from the appropriate City, Williamson County, or State of Texas the necessary permit(s) required by the ordinances of the City of Georgetown, Williamson County, or State of Texas, to the extent necessary for performance of the work.

VII.

Duty To Report Problems: Service Provider agrees to advise the County and its representative(s) within 24 hours of discovery of any errors, mistakes, potential problems or any other problematic issue(s) coming under observation during the progress of the delivery of goods and will make good faith efforts to correct any errors that come to light in a timely and reasonable manner.

VIII.

Cleaning Up: Intentionally Omitted.

IX.

No Agency Relationship & Indemnification: It is understood and agreed that Service

Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider in any manner hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Agreement and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Agreement.

X.

Intentionally Omitted.

XI.

Service Provider's Employees: Intentionally Omitted.

XII.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for yearly subscriptions as set out in [redacted] marked as Exhibit "A," hereto and in accordance with COOP contract TIPS 210101. The not-to-exceed amount payable by County for the life this Agreement shall be **Twenty-One Thousand, Eight Hundred, Eighty Dollars and Eighty-Two Cents ($21,880.82)**.

Pursuant to State Law ("Texas Prompt Payment Act") the payment terms are governed as follows:

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

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

As a minimum, invoices shall include:

a) Name, address, and telephone number of Service Provider and similar information in the event

the payment is to be made to a different address

b) County Agreement, Purchase Order, and/or delivery order number
c) Identification of items or services as outlined in the Agreement
d) Quantity or quantities, applicable unit prices, total prices and total amounts
e) Any additional payment information which may be called for by the Agreement

Payment inquiries should be directed to the Williamson County Auditor's Office, Accounts Payable Department: accountspayable@wilcotx.gov 512-943-1500

XIII.

The County's Decision to Withhold Payment: INTENTIONALLY OMITTED.

XIV.

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

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

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

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

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

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury	$1,000,000	$1,000,000

(including death)		
Property damage	$1,000,000	$1,000,000
Aggregate policy limits	No aggregate limit	

"Williamson County, Texas, its directors, officers and employees" shall be added as additional insureds under the policies required 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.

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents, and sub-subcontractors worker's compensation coverage. Service Provider shall not be entitled to worker's compensation coverage, or any other type of insurance coverage held by the County.

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@wilcotx.gov

Upon execution of this Agreement, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Agreement.

XV.

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

XVI.

Warranty: County acknowledges and agrees that Service Provider is acting as a reseller of the goods and the right, title, and interest (including any intellectual property rights) are owned and/or licensed by a third party (the "Licensor"). The Licensor's terms of use (including any end user license agreement, product use rights, open source licensing terms, usage restrictions, etc.) applicable to the goods (the "EULA") shall solely govern the County's use and access of the goods and will set out any rights and obligations and any representations, warranties, liability and indemnity provisions offered by the Licensor to County with respect to the goods purchased. County shall enter into the EULA with the Licensor and agrees to be bound by, comply with and use the goods in accordance with such EULA.

For the avoidance of doubt, County acknowledges and agrees that Service Provider does not assume any liability or provide any warranty or indemnity for goods. All goods are provided on an "as is" and "as available" basis. Any document relating to the goods, that includes any warranty or indemnity from Service Provider to County or any user, or that includes language that may create a liability for Service Provider is null and void.

XVII.

Taxes: Service Provider shall pay all sales, consumer, use and similar taxes for the work provided by Service Provider which had been legally enacted on the date of the Agreement, whether or not yet effective or merely scheduled to go into effect.

XVIII.

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

XIX.

No Assignment: Service Provider may not assign this Agreement without prior written consent. For purposes of clarity, any merger, consolidation, or reorganization involving Service Provider (regardless of whether Service Provider is a surviving or disappearing entity) will not be considered a transfer of rights, obligations, or performance under this Agreement. County will be provided 30 days notice prior to the implementation of any merger, consolidation or reorganization involving Service Provider for purposes of conducting a Conflict's Check. County may terminate this Agreement if a conflict is deemed between the County and any entity merged with, consolidated with or reorganized with.

XX.

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

XXI.

Confidentiality: Service Provider expressly agrees that they will not use any incidental confidential information they may obtain while being on governmental property for their own benefit and agrees that is will not enter unauthorized areas or access confidential information and will not disclose any information to unauthorized third parties and will take care to guard the security of the information at all times.

XXII.

Termination: This Agreement may be terminated at any time at the option of the County, without further or prospective liability for performance upon giving thirty (30) calendar day's written notice to thereof. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only amounts due to Service Provider for goods, commodities and/or

services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

XXIII.

Right of Funds: County agrees that once SoftwareOne has placed the order with the Licensor, such order is irrevocable, cannot be modified and may not be terminated unless agreed by the Licensor, and subject to any termination requirements established by the Licensor and/or the EULA. Service Provider will not refund or credit County for any fees paid for goods unless a refund or credit is provided by the Licensor to Service Provider.

XXIV.

County's Right to Audit: Service Provider agrees that Williamson County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the payments and charges for goods under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider expressly agrees that, limited to once per calendar year, the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Williamson County shall give Service Provider reasonable advance notice of intended audits. All audits shall be at the County's sole cost and expense.

XXV.

Notice: Any notice required to be given under the terms of this AGREEMENT shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

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

SERVICE PROVIDER
Software One, Inc.
320 E. Buffalo St., Suite 200
Milwaukee, WI 53202

XXVI.

Dispute Resolution: The parties shall resolve disputes in relation to the Agreement as follows: (i) a party shall not commence court proceedings in respect of a dispute arising out of the Agreement unless it has complied with this section; (ii) a party claiming that a dispute has arisen in relation to the Agreement shall notify the authorized representative of the other party to the dispute giving details of the dispute; and (iii) if any dispute under the Agreement remains unresolved for five (5) business days from the date on which notice setting out the nature of the dispute is served by one party on the other, either party may request a meeting as soon as possible between senior personnel (as notified by each party to the other for this purpose) who shall have power to resolve the dispute. If the dispute is not resolved under this procedure, then either party may commence legal action to enforce their rights

under the Agreement.

XXVII.

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

XXVIII.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Agreement, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Agreement by reference. The Williamson County Vendor Reimbursement Policy can be found at: Williamson County Vendor Reimbursement Policy March 2023 (https://www.wilcotx.gov/351/Vendor- Reimbursement). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXIX.

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

A. This Agreement, its Exhibits and any amendments agreed to by both parties (if any);
B. Statements of Work (SOWs) issued under the Agreement;
C. Cooperative Contract TIPS 210101, incorporated by reference and
D. Insurance certificates evidencing coverages required herein above.

In the event a dispute arises between terms and conditions of this (1) Agreement, its exhibits and amendments (if any); (2) a SOW issued under the Agreement; and (3) Cooperative Contract No. TIPS 210101 set forth above; applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence: (1) terms and conditions of this Agreement, its exhibits and amendments (if any), (2) the SOW issued under the Agreement; and (3) the Cooperative Contract No. TIPS 210101 set forth above.

XXX.

Signature for the County: The presiding officer of Williamson County's governing body who is authorized to execute this instrument by order duly recorded may execute this Agreement on behalf of the County.

IN WITNESS WHEREOF, that this Agreement shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Dated: _____, 20___

SOFTWARE ONE, INC.

Shawn Kitzmiller (Aug 26, 2025 12:52:04 CDT)

Authorized Signature

Shawn Kitzmiller

Printed Name

Dated: 08/26, 20 25

Jared Cheney (Aug 26, 2025 11:01:04 PDT)

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Aug 26 2025 Time: 3:33 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Aug 26 2025 Time: 1:54 pm

Exhibit "A"

Quote [redacted]

Williamson County, TX
301 SE Inner Loop
Suite 105
GEORGETOWN, TX 78626

Date	07/03/2025
Customer No.	[redacted]
External Document No.	
Your Reference	ShareGate migration tool for Williamson County, TX
Account Manager	Phillip Bushman
Your Contact Person	Nonprofit Us
E-Mail	nonprofit.us@softwareone.com
Our Tax ID	[redacted]

Quote [redacted]

Invoice Address

[redacted]

Shipping Address

[redacted]

License Address

[redacted]

Pos.	No.	Description / Manufacturer	Disc-Lev.	Format	Start Date / End Date / Lic. Model	Version / OS / Lic. Metrics	Qty.	Unit Price	Sales Tax	Amount (USD)
		Subscription Renewal from Last Year								
		5 License activation (ESD)								
10	SHG-P-R-239-5-36	Sharegate Migrate Pro			08/25/2025	2024.x/EN				
		Subscription Renewal for 3 Years			08/26/2028	Windows				
		ShareGate	5-5	SUB	TLP	Named User/D	1	21,880.82	0.00	21,880.82
		Contract: TIPS 210101								
		License Key: [redacted]								
		Vendor Quote [redacted]								

Total USD excl. Tax	**21,880.82**
Tax	0.00
Total USD incl. Tax	**21,880.82**

Thank you for your request for quote.
This offer is non-binding. Prices are subject to change if supplier prices or currency values fluctuate.

Unless customer & SoftwareONE have executed a reseller agreement, customer hereby agrees that by placing an order with SoftwareONE customer will be bound by SoftwareONE's terms & conditions, located at www.softwareone.com, and the placement of your order represents your agreement thereto. If Customer is required by law to withhold any tax from amount payable,

SoftwareOne, Inc.

320 E Buffalo St, Suite 200
Milwaukee, WI 53202
USA

Phone: +800 444 9890
Fax: +262 317 5554
Email: info.us@softwareone.com
Web: www.softwareone.com

"Information about data protection at SoftwareOne and how we may use personal data and your rights are available here: https://www.softwareone.com/en/privacy-statement"

Quote [redacted]

Pos.	No.	Description / Manufacturer	Disc-Lev.	Format	Start Date / End Date / Lic. Model	Version / OS / Lic. Metrics	Qty.	Unit Price Sales Tax	Amount (USD)

the amount payable will be increased so that after making all required withholdings, SoftwareONE receives equal to the amount it would have received had no such withholdings been made.

Payment Terms	30 Days net
Shipping Method	Electronic Software Delivery
Quote valid until	07/31/2025

Prices are based on 30 Days net, FOB SoftwareONE. Shipping and Handling and applicable Sales Tax are additional. Once SoftwareONE places an order is placed with a Licensor, Customer's order will be binding and non-cancelable, except as otherwise provided by the Licensor's Return Policies.

CONFIDENTIAL INFORMATION: This Quote, and any attachment is intended only for the person or entity to which it is addressed, and contains confidential and/or privileged information. Any review, retransmission, dissemination or other use of this information to persons or entities other than the intended recipient is prohibited.

View or place within PyraCloud: https://v1.client.softwareone.com/portal/Quotes/DocumentDetail/US/US-QUO-1226003

SoftwareOne, Inc.

320 E Buffalo St, Suite 200
Milwaukee, WI 53202
USA

Phone: +800 444 9890
Fax: +262 317 5554
Email: info.us@softwareone.com
Web: www.softwareone.com

"Information about data protection at SoftwareOne and how we may use personal data and your rights are available here: https://www.softwareone.com/en/privacy-statement"

Williamson County, TX ([redacted]) - Master Agreement Requestor: Phillip Bushman Request ID: 128313

Final Audit Report 2025-08-26

Created:	2025-08-26
By:	esign.service@softwareone.com
Status:	Signed
Transaction ID:	CBJCHBCAABAAkWTOHIDOsIrRBxk7nuQQ5j8xZAArCKSJ

"Williamson County, TX [redacted]) - Master Agreement Requestor: Phillip Bushman Request ID: 128313" History

Document created by esign.service@softwareone.com
2025-08-26 - 5:33:16 PM GMT- IP address: 20.234.89.60

Document emailed to shawn.kitzmiller@softwareone.com for signature
2025-08-26 - 5:42:14 PM GMT

Email viewed by shawn.kitzmiller@softwareone.com
2025-08-26 - 5:51:22 PM GMT- IP address: 170.85.6.122

Signer shawn.kitzmiller@softwareone.com entered name at signing as Shawn Kitzmiller
2025-08-26 - 5:52:02 PM GMT- IP address: 170.85.6.122

Document e-signed by Shawn Kitzmiller (shawn.kitzmiller@softwareone.com)
Signature Date: 2025-08-26 - 5:52:04 PM GMT - Time Source: server- IP address: 170.85.6.122

Document emailed to Jared Cheney (jared.cheney@softwareone.com) for signature
2025-08-26 - 5:52:07 PM GMT

Email viewed by Jared Cheney (jared.cheney@softwareone.com)
2025-08-26 - 6:00:27 PM GMT- IP address: 136.226.54.87

Document e-signed by Jared Cheney (jared.cheney@softwareone.com)
Signature Date: 2025-08-26 - 6:01:04 PM GMT - Time Source: server- IP address: 136.226.54.87

Agreement completed.
2025-08-26 - 6:01:04 PM GMT

Powered by Adobe Acrobat Sign

Commissioners Court - Regular Session **29.**

Meeting Date: 09/09/2025

Approval of Agreement #2025348 with Purvis Systems, Inc. for a new Call Alerting Notification System at Squad 30 EMS Station for Information Systems

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Service Agreement #2025348 between Williamson County and Purvis Systems, Inc. for Purvis to procure, implement and install the PURVIS Fire Station Alerting System (FSAS), IP-based alerting in the Squad 30 EMS Station in the amount of $42,058.50, pursuant to Sourcewell Cooperative Contract #020625-PUR, and authorizing the execution of the agreement.

Background

This agreement will benefit Williamson County by allowing PURVIS Systems to procure, implement, and install the PURVIS FSAS (Fire Station Alerting System) IP-based alerting solution at the Medic Squad 30 EMS Station. This project will enhance emergency response operations by providing efficient and reliable station alerting technology. The funding source for this project is 01.0100.0523.005740 for FY25. Origination #3399. This has been approved by the Budget Office and Information Services. The department's point of contact is Michael Moody.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Purvis Agreement Redacted

Form 1295 Redacted

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/29/2025 03:01 PM
Form Started By: Sandra Malcolm		Started On: 08/20/2025 10:06 AM
Final Approval Date: 08/29/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM No. 1
WITH
PURVIS SYSTEMS, INC.
[redacted]

The underlying Agreement and its Amendments (if any) (Collectively the "Agreement") regarding Quote# [redacted] between **Purvis Systems, Inc.** ("Purvis") and **Williamson County, Texas** ("WILCO") is amended as specifically set forth herein to incorporate the terms and conditions of this Addendum No. 1. As amended, the Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum No. 1 shall have the meanings attributed to them in the Agreement. This Addendum No. 1 supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum No. 1, the following terms and conditions of this Addendum No. 1 shall control:

1. **Incorporated Documents:** This Agreement constitutes the entire Agreement between both parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

    A. This Williamson County Addendum No. 1;
    B. Sourcewell Contract No. 020625-PUR, incorporated by reference;
    C. Purvis' FSAS Maintenance and Service Agreement and
    D. Purvis' Quote# [redacted];

2. **Termination for Convenience.** WILCO may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Purvis. In the event of such termination, it is understood and agreed that only the amounts due to Purvis for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for WILCO's termination of this Agreement for convenience.

3. **No Indemnification by WILCO.** Purvis acknowledges and agrees that under the Constitution and the laws of the State of Texas, WILCO cannot enter into an agreement whereby WILCO agrees to indemnify or hold harmless any other party, including but not limited to Purvis;

therefore, all references of any in this Agreement to WILCO indemnifying, holding or saving harmless any other party, including but not limited to Purvis, for any reason whatsoever are hereby deemed void and deleted.

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

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

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

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

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

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

9. **General Insurance Requirements.** This provision shall apply in the event insurance is required under the Agreement. **"Williamson County, Texas" and its directors, officers and employees shall be added as additional insureds** under the general liability and auto liability coverages of required policies, and on those policies where WILCO, its directors, officers and employees are additional insureds, such insurance shall be primary, and any insurance maintained by WILCO shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of WILCO. 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. Purvis shall furnish WILCO with a certification of coverage issued by the insurer. Purvis shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, Purvis shall also notify WILCO, within twenty-four (24) hours of receipt of any notices of expiration, cancellation, non- renewal, or material change in coverage it receives from its insurer.**

10. **Relationships of the Parties.** Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

11. **Sales and Use Tax Exemption.** WILCO is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and materials subject hereof are being secured for use by WILCO. Exemption certificates will be provided to contractors and suppliers upon request.

12. **Texas Public Information Act.** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that WILCO, 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 WILCO as to whether or not the same are available to the public. It is further understood that WILCO's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that WILCO, 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 WILCO by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

13. **Execution in Counterparts.** This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

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

Purvis Systems, Inc.

By: Danielle Flynn

Printed Name: Danielle Flynn

Title: Contracts Manager

Date: August 26, 2025

Williamson County, Texas

By: _____

Printed Name: _____

Title: As Presiding Officer, Williamson Commissioners Court

Date: _____ ____, 20___

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Aug 26 2025 Time: 3:35 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Aug 26 2025 Time: 9:16 am

PURVIS PRICE QUOTATION

PURVIS SYSTEMS

[redacted]

Date: August 25, 2025
Quote #: [redacted]
Customer: Williamson County
Address: 911 Tracy Chambers Lane
Georgetown, TX 78626
Customer POC: [redacted]
E-mail [redacted]
Phone #: [redacted]

88 Silva Ln
Middletown, RI 02842
Sales: J. Mascola 401-862-1184
jmascola@purvis.com
Contracts: D Flynn 401-845-8432
DFlynn@purvis.com

TASK:

Williamson County (WILCO) has requested that PURVIS procure, implementation and installation the PURVIS FSAS IP-based alerting in the Squad 30 EMS Station in Williamson County, TX.

Squad 30 is located at 301 S Patterson Ave Florence, TX 76527, which is co-located with Williamson County ESD7.

This project can be purchased under the Sourcewell Contract No. 020625-PUR.

HARDWARE:

Item	PURVIS Part #	Qty	Unit Price	Adjusted Unit Price	Extended Price
Station Control Unit (SCU)	315-030004-131	1	$19,500.00	$18,915.00	$18,915.00
SCU Remote Touch Screen (RTS) - 22"	315-250005-131	1	$735.00	$712.95	$712.95
Wall Mounting Bracket, Tilt, RTS Monitor	315-190302-131-RTS	1	$45.00	$43.65	$43.65
Remote Touch Screen HDMI Video Kit-TX-RX	315-190400-131-RTS	1	$160.00	$155.20	$155.20
USB Extender, 1-Port	315-250202-131	1	$150.00	$145.50	$145.50
24 Port Unmanaged Network Switch	315-290005-131-LAN	1	$225.00	$218.25	$218.25
Uninterruptible Power Supply (UPS) - 2U - Line Interactive 1500VA	315-040308-131	1	$1,670.00	$1,619.90	$1,619.90
Recessed Speaker, 8" with Red/White LED Ring (70v)	315-141001-131-LED	2	$410.00	$397.70	$795.40
Recessed Speaker Mount	315-130360-131	2	$25.00	$24.25	$48.50
Amplifier 1 Ch (70v) 100w (Includes Amplifier Input Module - Mono)	315-070304-131-100	1	$1,025.00	$994.25	$994.25
Message Board - 32" Monitor	315-190000-131-32	1	$730.00	$708.10	$708.10
Message Board HDMI Video Kit-TX-RX	315-190400-131-MB	1	$160.00	$155.20	$155.20
Wall Mounting Bracket, Swing Arm/Tilt, 32" to 55" Monitor	315-190300-131	1	$70.00	$67.90	$67.90
TOTAL					$24,735.00
Sales and Use Tax					$0.00
TOTAL HARDWARE					**$24,735.00**

Hardware Prices do not include installation or any system configuration, if applicable. Any applicable manufacturer warranties will be extended to the customer.

Hardware lead time is at least 4 weeks after receipt of order (ARO)

SOFTWARE:

Item	PURVIS Part #	Qty	Unit Price	Adjusted Unit Price	Extended Price
Text-to-Speech (TTS-SS) Voice Module Software License (Annual)	315-990405-120	1	$800.00	$776.00	$776.00
Station Control Unit (SCU) FSAS Software License (Perpetual)	315-990300-120	1	$750.00	$727.50	$727.50
TOTAL					**$1,503.50**
Sales and Use Tax					$0.00
TOTAL SOFTWARE					**$1,503.50**

FIXED PRICE SERVICES:

Description	Unit Price	Adjusted Unit Price	Price

Implementation Services (Project Management, Configuration, Integration, Test, & Training)	$8,500.00	$8,245.00	$8,245.00
Freight/Shipping & Handling		$300.00	$300.00
1 Year Warranty & Maintenance		Included	$0.00
TOTAL SERVICES			**$15,820.00**

GRAND TOTAL	**$42,058.50**

SALES AND USE TAX: Any required sales and use tax not identified in this quote is responsibility of the quote recipient or Fire Station Alerting System end-user. PURVIS is not responsible for the collection of any required taxes and payments to any tax collection agencies.

PAYMENT TERMS: Net 30

VALIDITY: This FFP Quote is valid for 90 days

END-USER LICENSE/MAINTENANCE AGREEMENTS: All purchased hardware and software resulting from this quote will be licensed, warrantied and maintained under the existing PURVIS FSAS End-User License Agreement and PURVIS FSAS Warranty, Maintenance and Service Agreement - with the customer.

EXPORT CONTROL: Products purchased or received under any resulting Sale may be subject to export control laws, restrictions, regulations, and orders of the United States. Customer agrees to comply with all applicable export laws, restrictions and regulations of the United States or foreign agencies or authorities, and shall not export, or transfer for the purpose of re-export any product to any prohibited or embargoed country or to any denied, blocked or designated person or entity as mentioned in any United States or foreign law or regulation.

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:
2025-1354450

Date Filed:
08/25/2025

Date Acknowledged:
08/25/2025

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

PURVIS Systems Incorporated
Middletown, RI United States

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

City of 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.

2025348
PURVIS Alerting System EMS Squad 30

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Drago, Joseph	Middletown, RI United States	X	
Correia, Susan	Middletown, RI United States	X	
Foster, Richard	Middletown, RI United States	X	
Higginbotham, Stephen	Middletown, RI United States	X	
Augart, Paul	Middletown, RI United States	X	
Desposito, John	Middletown, RI 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)

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:
2025-1354450

Date Filed:
08/25/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
PURVIS Systems Incorporated
Middletown, RI United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of 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.
2025348
PURVIS Alerting System EMS Squad 30

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Drago, Joseph	Middletown, RI United States	X	
Correia, Susan	Middletown, RI United States	X	
Foster, Richard	Middletown, RI United States	X	
Higginbotham, Stephen	Middletown, RI United States	X	
Augart, Paul	Middletown, RI United States	X	
Desposito, John	Middletown, RI United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Danielle Flinn 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 Newport County, State of RI, on the 25th day of August (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **30.**

Meeting Date: 09/09/2025

Approval of County Addendum #2025350 for Station Alerting System for EMS Stations from Purvis Systems, Inc. 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 the County Addendum to purchase Station Alerting equipment for Medic 28 and Medic 51 alerting systems for Williamson County EMS Stations from Purvis Systems, Inc. in the amount of $68,965.30, pursuant to Sourcewell Contract No. 020625-PUR, and authorizing execution of the addendum.

Background

Approval of purchase will support the operations of EMS Station M28 - 22799 Ronald Reagan Blvd, Liberty Hill Tx and Station M51 - 16248 Great Oaks Dr, Round Rock Tx. Purvis automates the process of alerting fire and rescue personnel, enhances communications, and decreases response times. The Purvis system was originally awarded and approved by the Commissioner's Court in February 2015 through RFP #15RFP115. The quote is attached that outlines the different items to be purchased and installed in the EMS stations. Funding Source is 01.0100.0523.005740 for FY25. Origination #3400. Department contacts are Michael Moody and Janessa Stephens.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Addendum Redacted

Form 1295

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/02/2025 10:24 AM
Form Started By: Barbi Hageman		Started On: 08/26/2025 08:55 AM
Final Approval Date: 09/02/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM No. 1
WITH
PURVIS SYSTEMS, INC.
([redacted])

The underlying Agreement and its Amendments (if any) (Collectively the "Agreement") regarding [redacted] between **Purvis Systems, Inc.** ("Purvis") and **Williamson County, Texas** ("WILCO") is amended as specifically set forth herein to incorporate the terms and conditions of this Addendum No. 1. As amended, the Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum No. 1 shall have the meanings attributed to them in the Agreement. This Addendum No. 1 supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum No. 1, the following terms and conditions of this Addendum No. 1 shall control:

1. **Incorporated Documents:** This Agreement constitutes the entire Agreement between both parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

    A. This Williamson County Addendum No. 1;
    B. Sourcewell Contract No. 020625-PUR, incorporated by reference;
    C. Purvis' FSAS Maintenance and Service Agreement and
    D. Purvis' [redacted];

2. **Termination for Convenience.** WILCO may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Purvis. In the event of such termination, it is understood and agreed that only the amounts due to Purvis for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for WILCO's termination of this Agreement for convenience.

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

harmless any other party, including but not limited to Purvis, for any reason whatsoever are hereby deemed void and deleted.

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

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

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

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

8. **Payment, Interest and Late Payments.** WILCO's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date WILCO receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by WILCO 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 WILCO's fiscal year in which the

payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

9. **General Insurance Requirements.** This provision shall apply in the event insurance is required under the Agreement. **"Williamson County, Texas" and its directors, officers and employees shall be added as additional insureds** under the general liability and auto liability coverages of required policies, and on those policies where WILCO, its directors, officers and employees are additional insureds, such insurance shall be primary, and any insurance maintained by WILCO shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of WILCO. 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. Purvis shall furnish WILCO with a certification of coverage issued by the insurer. Purvis shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, Purvis shall also notify WILCO, within twenty-four (24) hours of receipt of any notices of expiration, cancellation, non- renewal, or material change in coverage it receives from its insurer.**

10. **Relationships of the Parties.** Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

11. **Sales and Use Tax Exemption.** WILCO is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and materials subject hereof are being secured for use by WILCO. Exemption certificates will be provided to contractors and suppliers upon request.

12. **Texas Public Information Act.** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that WILCO, 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 WILCO as to whether or not the same are available to the public. It is further understood that WILCO's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that WILCO, 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 WILCO by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

13. **Execution in Counterparts.** This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

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

Purvis Systems, Inc.

By: Danielle Flynn

Printed Name: Danielle Flynn

Title: Contracts Manager

Date: August 26, 2025

Williamson County, Texas

By: _____

Printed Name: _____

Title: As Presiding Officer, Williamson Commissioners Court

Date: _____ ____, 20___

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Aug 26 2025 Time: 11:10 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Aug 26 2025 Time: 9:18 am

PURVIS PRICE QUOTATION

PURVIS SYSTEMS

Tax ID #: 11-2299301

Date: August 25, 2025
Quote #: [redacted]
Customer: Williamson County
[redacted]
Georgetown, TX 78626
Customer POC: [redacted]
[redacted]
Phone #: 512-864-8234

[redacted]

TASK:

Williamson County (WILCO) has requested that PURVIS procure and implement the PURVIS FSAS IP-based alerting in the Medic 28 and Medic 51 EMS Stations in Williamson County.

Medic 28 is located at 22799 Ronald Reagan Blvd Liberty Hill, TX, 78642.

Medic 51 is located at 16248 Great Oaks Dr Round Rock, TX 78681.

Installation services are not included, but will be identified in a separate quote.

This project can be purchased under the Sourcewell Contract No. 020625-PUR.

HARDWARE:

Item	PURVIS Part #	Qty	Unit Price	Adjusted Unit Price	Extended Price
Station Control Unit (SCU)	315-030004-131	2	$19,500.00	$18,915.00	$37,830.00
SCU Remote Touch Screen (RTS) - 22"	315-250005-131	2	$735.00	$712.95	$1,425.90
Wall Mounting Bracket, Tilt, RTS Monitor	315-190302-131-RTS	2	$45.00	$43.65	$87.30
Remote Touch Screen HDMI Video Kit-TX-RX	315-190400-131-RTS	2	$160.00	$155.20	$310.40
USB Extender, 1-Port	315-250202-131	2	$150.00	$145.50	$291.00
24 Port Unmanaged Network Switch	315-290005-131-LAN	2	$225.00	$218.25	$436.50
Uninterruptible Power Supply (UPS) - 2U - Line Interactive 1500VA	315-040308-131	2	$1,670.00	$1,619.90	$3,239.80
Recessed Speaker, 8" with Red/White LED Ring (70v)	315-141001-131-LED	10	$410.00	$397.70	$3,977.00
Recessed Speaker Mount	315-130360-131	10	$25.00	$24.25	$242.50
Input Module - Mono)	315-070304-131-100	2	$1,025.00	$994.25	$1,988.50
Message Board - 32" Monitor	315-190000-131-32	2	$730.00	$708.10	$1,416.20
Message Board HDMI Video Kit-TX-RX	315-190400-131-MB	2	$160.00	$155.20	$310.40
Wall Mounting Bracket, Swing Arm/Tilt, 32" to 55" Monitor	315-190300-131	2	$70.00	$67.90	$135.80
19" Rack 12U - Wall Mount	315-380004-131	2	$1,050.00	$1,018.50	$2,037.00
TOTAL					$53,728.30
Sales and Use Tax					$0.00
TOTAL HARDWARE					**$53,728.30**

Hardware Prices do not include installation or any system configuration, if applicable. Any applicable manufacturer warranties will be extended to the customer.

Hardware lead time is at least 12 weeks after receipt of order (ARO)

SOFTWARE:

Item	PURVIS Part #	Qty	Unit Price	Adjusted Unit Price	Extended Price
Text-to-Speech (TTS-SS) Voice Module Software License (Annual)	315-990405-120	2	$800.00	$776.00	$1,552.00
Station Control Unit (SCU) FSAS Software License (Perpetual)	315-990300-120	2	$750.00	$727.50	$1,455.00
TOTAL					**$3,007.00**
Sales and Use Tax					$0.00
TOTAL SOFTWARE					**$3,007.00**

FIXED PRICE SERVICES:

Description	Unit Price	Adjusted Unit Price	Price
Implementation Services (Project Management, Configuration, Integration, Test, & Training)	$12,000.00	$11,640.00	$11,640.00
Freight/Shipping & Handling		$590.00	$590.00
1 Year Warranty & Maintenance		Included	$0.00
TOTAL SERVICES			**$12,230.00**

GRAND TOTAL	**$68,965.30**

SALES AND USE TAX: Any required sales and use tax not identified in this quote is responsibility of the quote recipient or Fire Station Alerting System end-user. PURVIS is not responsible for the collection of any required taxes and payments to any tax collection agencies.

PAYMENT TERMS: Net 30

CREDIT CARD PAYMENT: A 4% processing fee will be applied to all credit card transactions

VALIDITY: This FFP Quote is valid for 90 days

END-USER LICENSE/MAINTENANCE AGREEMENTS: All purchased hardware and software resulting from this quote will be licensed, warrantied and maintained under the existing PURVIS FSAS End-User License Agreement and PURVIS FSAS Warranty, Maintenance and Service Agreement - with the customer.

EXPORT CONTROL: Products purchased or received under any resulting Sale may be subject to export control laws, restrictions, regulations, and orders of the United States. Customer agrees to comply with all applicable export laws, restrictions and regulations of the United States or foreign agencies or authorities, and shall not export, or transfer for the purpose of re-export any product to any prohibited or embargoed country or to any denied, blocked or designated person or entity as mentioned in any United States or foreign law or regulation.

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:
2025-1354457

Date Filed:
08/25/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
PURVIS Systems Incorporated
Middletown, RI 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.
2025350
Purvis Q-PC2026-101; Alerting System EMS M28 and M51

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Drago, Joseph	Middletown, RI United States	X	
Correia, Susan	Middletown, RI United States	X	
Foster, Richard	Middletown, RI United States	X	
Higginbotham, Stephen	Middletown, RI United States	X	
Augart, Paul	Middletown, RI United States	X	
Desposito, John	Middletown, RI United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in Newport County, State of RI, on the 25th day of August, 20 25
(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:
2025-1354457

Date Filed:
08/25/2025

Date Acknowledged:
08/26/2025

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

PURVIS Systems Incorporated
Middletown, RI 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.

2025350
Purvis Q-PC2026-101; Alerting System EMS M28 and M51

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Drago, Joseph	Middletown, RI United States	X	
Correia, Susan	Middletown, RI United States	X	
Foster, Richard	Middletown, RI United States	X	
Higginbotham, Stephen	Middletown, RI United States	X	
Augart, Paul	Middletown, RI United States	X	
Desposito, John	Middletown, RI 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 **31.**

Meeting Date: 09/09/2025

Approval of Service Agreement #2025347 with Netsync Network Solutions, Inc. for a Cisco Emergency Responder Rebuild with Information Systems

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Service Agreement #2025347 between Williamson County and Netsync Network Solutions, Inc. for Information Systems, in the amount of $29,500.00, for the Cisco Emergency Responder (CER) Rebuild, utilizing DIR Cooperative Contract #DIR-CPO-4866, and authorizing the execution of the Agreement.

Background

This Agreement will allow Netsync to rebuild the Cisco Emergency Responder (CER) System. This purchase has been approved by the Budget Office and Information Services. The funding source is 01.0100.0503.004100 for FY25. Origination #3396. The department's point of contact is Tammy McCulley.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Netsync Agreement Redacted

Form 1295 Redacted

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/02/2025 10:19 AM
Form Started By: Sandra Malcolm		Started On: 08/19/2025 10:41 AM
Final Approval Date: 09/02/2025		

WILLIAMSON COUNTY
GOODS AND SERVICES CONTRACT
NETSYNC NETWORK SOLUTIONS, INC.
(Quote No. [redacted])

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

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

I.

Goods: Service Provider shall supply the County the goods described in the attached **Quote #** [redacted] being marked as **Exhibit "A,"** which is incorporated herein.

Should the County choose to purchase goods in addition to those described in Exhibit "A,", such additional goods shall be described in a separate written amendment wherein the additional goods shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional goods. Service Provider shall not provide any additional goods, and the County shall not be obligated to pay for any additional goods unless a written amendment has been signed by both parties.

II.

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

Should the County choose to add services in addition to those described in **Exhibit "A,"** such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written

amendment to this Contract has been signed by both parties.

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

III.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in Exhibit "A" shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before September 30, 2025, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit "A", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

IV.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Quote** [redacted] marked as **Exhibit "A,"** which is incorporated herein and in accordance with DIR COOP contract number DIR-CPO-4866. The not-to-exceed amount for the life of this contract shall be Twenty-Nine Thousand, Five Hundred Dollars ($29,500.00).

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

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

V.

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

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

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

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

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

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

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents, and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this Contract, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

VI.

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

VII.

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

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

VIII.

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

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

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

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

XV.

No Assignment: Service Provider may not assign this Contract.

XVI.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XVII.

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

XVIII.

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

XIX.

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

XX.

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

XXI.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf (wilco.org). Invoices requesting

reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXII.

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

A. Quote No. [redacted], marked as Exhibit "A";
B. The cooperative purchasing DIR-CPO-4866, incorporated by reference;
C. Insurance certificates evidencing coverages required herein above and
D. Any Amendments agreed to by both parties.

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

XXIII.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____, _____ 20___

NETSYNC NETWORK SOLUTIONS, INC.:

Sonia Romo
Authorized Signature

Sonia Romo
Printed Name: Contracts and Legal Administrator

Date: 08 / 26 / 2025 20___

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Aug 27 2025 Time: 9:00 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Aug 27 2025 Time: 7:28 am

Exhibit "A"

Quote No. [redacted]

NETSYNC
2500 West Loop South, Ste. 410/510
Houston, TX 77027 USA
713.218.5000

QUOTE
[redacted]

Quote #:	[redacted]
Date:	07/31/2025
Valid for:	30 Days

Customer	Inside Sales	Account Manager
Williamson County	Amy MartinezNagy	David D Tijerina
[redacted]v	Amartineznagy@netsync.com	dtijerina@netsync.com
[redacted]	(m) 9563760935	512-413-7998

Please send purchase order to: PO@netsync.com

Line #	Part	Description	Qty	Unit Price	Ext Price
Cisco Emergency Responder CER Rebuild				Sub Total	29,500.00
	Labor				
1.0	NET-PRO-SRVC	Installation & Deployment per SoW. | UC: Voice NEW Install	4	7,375.00	29,500.00

Notes: [redacted]

CER Rebuild

Cybersecurity Products and Services | DIR-CPO-4866

Total	29,500.00
Tax/Vat	0.00
Shipping	0.00
Grand Total USD	**29,500.00**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1355664

Date Filed:
08/27/2025

Date Acknowledged:
08/28/2025

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

Netsync Network Solutions
Houston, TX United States

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

Williamson County

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

2025347
Cisco Emergency Responder CER Rebuild

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1355664

Date Filed:
08/27/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Netsync Network Solutions
Houston, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2025347
Cisco Emergency Responder CER Rebuild

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in Travis County, State of TX, on the 27 day of 08 (month), 20 25 (year).

KConnell

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **32.**

Meeting Date: 09/09/2025

Award of RFP #25RFP60 for Expo Center Janitorial Services to Service First Janitorial LLC for Parks Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding #25RFP60 Expo Center Janitorial Services for Parks to the most responsive proposer, Service First Janitorial LLC, and authorizing the execution of a Master Service Agreement in the not-to-exceed amount of One Hundred Thousand Dollars ($100,000.00) per year.

Background

Williamson County sent out One Thousand Nine Hundred Thirty (1,930) notifications with Ninety-Five (95) document takers and received Ten (10) submittals. After submission review, Service First Janitorial LLC was found to be the most responsive. It is recommended that Williamson County award this Master Service Agreement to Service First Janitorial LLC beginning on 10/01/2025 and ending on 09/30/2027 with 4-1-year renewal options. The funding source is 01.0100.3106.004962, Origination #2752, and the point of contact is Jason Brown.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Master Service Agreement

Evaluation Sheet 25RFP60

25RFP60 Recommendation Letter

1295 Form Service First Janitorial LLC

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/02/2025 11:24 AM
Form Started By: Vickie Johnson		Started On: 08/27/2025 07:51 AM
Final Approval Date: 09/02/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

MASTER SERVICES AGREEMENT
WITH
SERVICE FIRST JANITORIAL, LLC
(REQUEST FOR PROPOSAL #25RFP60)

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

THIS MASTER SERVICES AGREEMENT ("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 **Service First Janitorial, LLC** (hereinafter "Service Provider") both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions and in accordance with the responses to the County's Request for Proposals #25RFP60:

I.

Services: Service Provider shall provide services as an independent contractor pursuant to the terms and policies of the Williamson County Commissioners' Court. Service Provider expressly acknowledged that she, she or it is not an employee of the County. The services to be provided include, but are not limited to, Williamson County Expo Center Janitorial Services. Related services will be outlined in a Statement of Work ("SOW") in accordance with Service Provider's Pricing Sheet attached as **Exhibit "A"**, to be provided by Service Provided upon the direction of the County.

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

II.

Effective Date and Term: This Contract shall be in full force and effect when signed by all parties and shall begin October 01, 2025 and continue through September 30, 2027. Unless terminated sooner pursuant to paragraph XXI below, if applicable, at the end of the agreement term, Williamson County Commissioners Court reserves the right to renew the agreement for up to four (4) additional one-year terms by mutual agreement of both parties, as it deems to be in the best interest of Williamson County.

III.

On-Site Representative for Work Monitoring: The County may appoint an on-site project representative to observe the work being performed. The County may conduct inspections to determine the date or dates of substantial completion and the date of final completion. If the County so desires, it may seek written adequate assurance that the work is progressing on-time and pursuant to terms and conditions of this Agreement and all related contract documents.

IV.

Labor, Materials, Tools & Misc. Items: Service Provider shall provide or cause to be provided and shall pay for labor, materials, equipment, tools, cleaning supplies, cleaning equipment and machinery, utilities, transportation and other facilities and services necessary for proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work. Service Provider shall enforce strict discipline and good order among their respective employees and other persons carrying out the Agreement. Service Provider shall not permit employees of unfit persons or persons not skilled in tasks assigned to them.

V.

Compliance With All Laws: Service Provider agrees, in connection with the services or any related items to the subject matter of this Agreement, to comply with any and all local, state, or federal requirements, including but not limited to compliance with regulations of the Texas Commission of Environmental Quality and the Occupational Safety and Health Administration. Additionally, Service Provider shall obtain from the appropriate City, Williamson County, or State of Texas the necessary permit(s) required by the ordinances of the City of Georgetown, Williamson County, or State of Texas, for performance of the work.

VI.

Duty To Report Problems: Service Provider agrees to advise the County and its representative(s) within 24 hours of any errors, mistakes, potential problems or any other problematic issue(s) coming under observation during the progress of the work and will make good faith efforts to correct any errors that come to light in a timely and reasonable manner.

VII.

Cleaning Up: Service Provider shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. At completion of the work, Service Provider shall remove from and about the project: waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If Service Provider fails to clean up as provided, the cost thereof shall be charged to Service Provider by deducting from final fee or as necessary.

VIII.

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

IX.

Indemnification: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SERVICE PROVIDER AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY COUNTY, AND HOLD HARMLESS THE COUNTY, REPRESENTATIVES OF THE COUNTY AND THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS IN RELATION TO SERVICE PROVIDER'S PERFORMANCE OF THE SERVICES DESCRIBED HEREIN. DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGEMENT, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER, ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEREOF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF SERVICE PROVIDER, ANYONE DIRECTLY EMPLOYED BY IT OR ANYONE WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSE IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATIONS OR RIGHT WHICH COUNTY OR ANY OTHER INDEMNITEES HAS BY LAW. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY

REASON WHATSOEVER.

X.

Service Provider's Employees: Service Provider covenants and agrees that all personnel engaged shall be employees of Service Provider, and Service Provider shall pay all salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Workers' Compensation Insurance and any similar taxes or expenses related to such employees, including but not limited to, license fees, insurance premiums and outfitting expenses. Service Provider shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its employees, including all Occupational Safety and Health Administration regulations. Service Provider shall be responsible for the supervision, control and direction of the day-to-day activities of the personnel provided hereunder and shall provide close supervision on a continual basis.

XI.

Consideration and Compensation: Service Provider will be compensated from a SOW based on a fixed sum as set out in Exhibit "A". The not-to-exceed amount payable by County under this Agreement shall be **One Hundred Thousand Dollars ($100,000.00)** per fiscal year. In no event may the aggregate amount of compensation authorized under any SOWs exceed the said not-to-exceed amount.

Pursuant to State Law ("Texas Prompt Payment Act") the payment terms are governed as follows:

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

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

As a minimum, invoices shall include:

a) Name, address, and telephone number of Service Provider and similar information in the event the payment is to be made to a different address
b) County Agreement, Purchase Order, and/or delivery order number
c) Identification of items or services as outlined in the Agreement
d) Quantity or quantities, applicable unit prices, total prices and total amounts
e) Any additional payment information which may be called for by the Agreement

Payment inquiries should be directed to the Williamson County Auditor's Office, Accounts Payable Department: accountspayable@wilcotx.gov 512-943-1500

XII.

The County's Decision to Withhold Payment: The County may withhold a payment in whole or in part to the extent reasonably necessary to protect the County due to the County's determination that the work has not progressed to the point indicated in the Agreement documents or that the quality of work is not in accordance with the Agreement documents. The County may also withhold a payment or, because of subsequently discovered evidence, may nullify the whole or a part of any request for payment to such extent as may be necessary to protect the County from loss for which Service Provider is responsible, including loss resulting from acts and omissions, because of the following:

1. defective work not remedied;
2. reasonable evidence that the work cannot be completed for the unpaid balance of the Agreement sum;
3. damage to the County;
4. reasonable evidence that the work will not be completed within the Agreement time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
5. persistent failure to carry out the work in accordance with the Agreement documents.

XIII.

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

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

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

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

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

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

"Williamson County, Texas, its directors, officers and employees" shall be added as additional insureds under the policies required 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.

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents, and sub-subcontractors worker's compensation coverage. Service Provider shall not be entitled to worker's compensation coverage, or any other type of insurance coverage held by the County.

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@wilcotx.gov

Upon execution of this Agreement, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Agreement.

XIV.

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

XV.

Warranty: Service Provider warrants to the County that materials, workmanship and equipment furnished under this Agreement will be of good quality and new unless otherwise required or permitted by the County, that the work will be free from defects not inherent in the quality required or permitted by law or otherwise, and that the work will conform to the requirements of the Agreement documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

XVI.

Taxes: Service Provider shall pay all sales, consumer, use and similar taxes for the work provided by Service Provider which had been legally enacted on the date of the Agreement, whether or not yet effective or merely scheduled to go into effect.

XVII.

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

XVIII

No Assignment: Service Provider may not assign this Agreement.

XIX.

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

XX.

Confidentiality: Service Provider expressly agrees that they will not use any incidental confidential information they may obtain while being on governmental property for their own benefit and agrees that is will not enter unauthorized areas or access confidential information and will not disclose any information to unauthorized third parties and will take care to guard the security of the information at all times.

XXI.

Termination: This Agreement may be terminated at any time at the option of the County, without further or prospective liability for performance upon giving upon thirty (30) calendar day's written notice to thereof. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only amounts due to Service Provider for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

XXII.

Right of Funds: Despite the agreed upon method of payment set forth above, Service Provider agrees to return to Williamson County pro-rata portion of unearned funds distributed to Service Provider if (a) Service Provider's project progress is insufficient; (b) this Agreement is terminated for any reason; or (c) Service Provider fails in any other respect under this Agreement.

XXIII.

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

XXIV.

Notice: Any notice required to be given under the terms of this AGREEMENT shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

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

SERVICE PROVIDER
Service First Janitorial, LLC
2418 Converse St.
Dallas, TX 75207

XXV.

Mediation: The parties agree to use non-binding mediation for dispute resolution prior to and formal legal action being taken on this Agreement.

XXVI.

Non-Appropriation and Fiscal Funding: The obligations of the Parties under this Agreement

do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.

XXVII.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Agreement, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Agreement by reference. The Williamson County Vendor Reimbursement Policy can be found at: Williamson County Vendor Reimbursement Policy March 2023 (https://www.wilcotx.gov/351/Vendor-Reimbursement). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXVIII.

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

A. This Agreement, its Exhibits and any amendments agreed to by both parties (if any);
B. Statements of Work issued under the Agreement
C. Documents Responsive to the County's Request for Proposal #25RFP60 and
D. Insurance certificates evidencing coverages required herein above.

In the event a dispute arises between terms and conditions of this (1) Agreement, its exhibits and amendments (if any) and (2) any SOW issued under the Agreement and (3) Documents Responsive to the County's Request for Proposal #25RFP60, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence: (1) terms and conditions of this Agreement, its exhibits and amendments (if any) and (2) Statements of Work issued under the Agreement then (3) Documents Responsive to the County's Request for Proposal #25RFP60.

[SIGNATURE PAGE TO FOLLOW]

XXIX.

Signature for the County: The presiding officer of Williamson County's governing body who is authorized to execute this instrument by order duly recorded may execute this Agreement on behalf of the County.

IN WITNESS WHEREOF, that this Agreement shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Dated: _____ _____, 20___

SERVICE FIRST JANITORIAL, LLC

_____
Authorized Signature

Jerry Wilson
Printed Name

Dated: August 26, 2025

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Aug 27 2025 Time: 2:34 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Aug 27 2025 Time: 2:17 pm

Exhibit "A"
Service Provider's Pricing Sheet

Location	Monthly Cost	Annual Cost
Expo Center	$5,280	$63,360
Monthly Cleaning - Net-15 2% Discount Option	$5,175	$62,100

Labor Rates Special Requests Services	Normal Custodial Services Hourly Rate
Hourly Labor Rate for contracted services - The following prices are for services that are not included in the monthly services due to unknown special requests.	$24.50

25RFP60 - Expo Center Janitorial

Evaluation Date: 7-10-25 - 2pm

Evaluation Criteria	Max Points	Ambassador	Express Commercial	LN Pro Services	Service First	Star Building Svcs.	TCP Facilities	Tech Link	United Service	WCD Enterprise	West Force
Proposal Requirements and Completeness of Proposal •Attachment D-Table of Contents, •Attachment J- Form CIQ-Conflict of Interest Questionnaire, •Attachment K-Proposal Affidavit (Signature), •Attachment L-Sample Contract, •Attachment M-FEMA Addendum to mean FEMA Required Contract Provisions	**P/F**	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Relevent Experience and Qualifications •Attachment C-Transmittal Letter, •Attachment E-Executive Summary, •Attachment H-Similar Contracts	**35**	31	28	27	34	28	28	30	31	22	26
Price •Attachment F-Pricing Sheet	**30**	14	23	10	18	14	22	15	18	19	14
Proposed Methodology •Attachment N-Proposed Methodology	**15**	12	0	13	14	13	10	12	13	5	5
References, Experiences, Reputation, and Compliance •Attachment G-Proposal References, •Attachment I-Cancelled or Terminated Contracts	**10**	6	0	10	0	0	3	3	3	3	3
Quality and Safety Program •Attachment O-Quality and Safety	**5**	3	0	3	4	4	4	4	4	1	3
Value Added Services •Attachment P-Added Services	**5**	4	0	4	5	2	4	4	4	0	3
Total	**100**	**70**	**51**	**67**	**75**	**61**	**71**	**68**	**73**	**50**	**54**

	Ambassador Services LLC	Express Commercial Cleaning Inc	LN Pro Services LLC	Service First Janitorial	Star Building Services	TCP Facility Services	Technologies Link Business & Services Corporation	United Service Associates	WCD Enterprises LLC	West Force Division
Monthly	$ 5,718.81	$ 2,300.00	$ 14,560.00	$ 5,280.00	$ 30,879.00	$ 2,998.00	$ 5,021.80	$ 5,237.77	$ 7,708.00	$ 98,566.00
Annual	$ 68,625.72	$ 27,600.00	$ 174,720.00	$ 63,360.00	$ 370,548.00	$ 35,976.00	$ 60,261.60	$ 62,853.24	$ 92,496.00	$ 1,182,792.00
Hourly Rate	$ 33.80	$ 35.00	$ 36.00	$ 24.50	$ 22.00	$ 26.00	$ 34.50	$ 24.50	$ 19.00	$ 21.60
Price Points by Annual Cost	12	30	5	13	2	23	14	13	9	1

*Explanation of Pricing: low bid/bid*30*

Price Points by Hourly Rate	17	16	16	23	26	22	17	23	30	26

*Explanation of Pricing: low bid/bid*30*

Price Points Annual & Hourly Rate	14	23	10	18	14	22	15	18	19	14

Explanation of Pricing: Annual cost points+Hourly Rate Points/2

Parks Department
219 Perry Mayfield
Leander, Texas 78641
512-943-1920
ParksandExpo@wilcotx.gov

August 6, 2025

To: Williamson County Purchasing Department

Re: 25RFP60 - Williamson County Expo Custodian Services
Recommendation of Agreement Award

The evaluation committee recommends award of the Expo Center Custodian Services contract to Service First Janitorial, LLC. This evaluation is based on all items outlined in the evaluation criteria in 25RFP60. Proposal pricing is within budget for these services.

Service First Janitorial, LLC has a local office in Georgetown, Texas and was established in 2017. Service First Janitorial, LLC staff is trained through ongoing and continual education to guarantee that all services are performed to the highest standards and specific needs of each client are met effectively. Service First Janitorial, LLC has extensive experience servicing governmental entities and event venues such as the City of Round Rock, Irving Convention Center, and Dell Diamond and is known for its consistent performance, responsive support, and attention to detail. We believe Service First Janitorial, LLC will effectively manage the dynamic janitorial service needs of the Williamson County Expo Center.

The Parks Department recommends that the Williamson County Commissioners Court award the contract based on the committee's review, interview and overall evaluation.

Sincerely,

Russell Fishbeck

Digitally signed by Russell Fishbeck
Date: 2025.08.06 15:35:09 -05'00'

Russell Fishbeck
Williamson County Parks Director
Russell.Fishbeck@wilcotx.gov

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:
2025-1354314

Date Filed:
08/25/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Service First Janitorial, LLC
Dallas, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
25RFP60
Expo Center Janitorial Services

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

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

6 UNSWORN DECLARATION

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

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

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

Executed in Dallas County, State of TX, on the 25 day of August (month), 2025 (year).

Kody Smith
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:
2025-1354314

Date Filed:
08/25/2025

Date Acknowledged:
08/27/2025

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

Service First Janitorial, LLC
Dallas, TX United States

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

Williamson County

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

25RFP60
Expo Center Janitorial Services

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

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

6 UNSWORN DECLARATION

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

My address is _____, _____, _____, _____, _____.
(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 **33.**

Meeting Date: 09/09/2025

Approval of Addendum No. 1 for contract #2025360 for Rental of an Oak Wilt Trencher for River Ranch County Park with EOC Holdings LLC dba Vermeer for Parks and Recreation

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Addendum No. 1 contract #2025360 with EOC Holdings LLC dba Vermeer for the two-week rental of an Oak Wilt Trencher, for River Ranch County Regional Park for Parks and Recreation in the amount of $10,800.00 and authorize execution of this agreement.

Background

This Addendum No. 1 attached between Williamson County and EOC Holdings LLC dba Vermeer is for the two-week rental of an Oak Wilt Trencher, for River Ranch County Park, located at 2100 CR 279, Liberty Hill, Texas 78642. Funding Source is 01.0100.3107.004620, the Origination ID is 3339, the funding source is 01.0100.3107.004620 and the Point of Contact is Emsud Horozovic.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Addendum No. 1 EOC Holdings dba Vermeer REDACTED

Form 1295 EOC Holdings dba Vermeer REDACTED

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/02/2025 04:05 PM
Form Started By: Vickie Johnson		Started On: 08/28/2025 10:12 AM
Final Approval Date: 09/02/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM No. 1
WITH
EOC HOLDINGS LLC DBA VERMEER
(Reservation No. 001628)

The underlying Vermeer Terms and Conditions and its Amendments (if any) (Collectively the "Agreement") regarding Reservation No. 001628 between **EOC Holdings LLC DBA Vermeer** ("LESSOR") and **Williamson County, Texas** ("LESSEE") is amended as specifically set forth herein to incorporate the terms and conditions of this Addendum No. 1. As amended, the Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum No. 1 shall have the meanings attributed to them in the Agreement. This Addendum No. 1 supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum No. 1, the following terms and conditions of this Addendum No. 1 shall control:

1. **Incorporated Documents:** This Agreement constitutes the entire Agreement between both parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

    A. This Williamson County Addendum No. 1;
    B. Vermeer Terms and Conditions and
    C. Vermeer's Reservation No. 001628;

2. **Termination for Convenience.** Subscriber may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to LESSOR. In the event of such termination, it is understood and agreed that only the amounts due to LESSOR for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Subscriber's termination of this Agreement for convenience.

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

indemnifying, holding or saving harmless any other party, including but not limited to LESSOR, for any reason whatsoever are hereby deemed void and deleted.

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

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

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

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

8. **Payment, Interest and Late Payments.** Subscriber's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Subscriber receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Subscriber 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 Subscriber's fiscal year in which the

payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

9. **General Insurance Requirements.** This provision shall apply in the event insurance is required under the Agreement. **"Williamson County, Texas" and its directors, officers and employees shall be added as additional insureds** under the general liability and auto liability coverages of required policies, and on those policies where Subscriber, its directors, officers and employees are additional insureds, such insurance shall be primary, and any insurance maintained by Subscriber shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of Subscriber. 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. LESSOR shall furnish Subscriber with a certification of coverage issued by the insurer. LESSOR shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, LESSOR shall also notify Subscriber, within twenty-four (24) hours of receipt of any notices of expiration, cancellation, non- renewal, or material change in coverage it receives from its insurer.**

10. **Relationships of the Parties.** Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

11. **Sales and Use Tax Exemption.** Subscriber is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and materials subject hereof are being secured for use by Subscriber. Exemption certificates will be provided to contractors and suppliers upon request.

12. **Texas Public Information Act.** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that

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

13. **Execution in Counterparts.** This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

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

EOC HOLDINGS LLC DBA VERMEER	**WILLIAMSON COUNTY, TEXAS**
By: _____	By: _____
Printed Name: JERRY DUNNE	Printed Name: _____
Title: CORPORATE CREDIT MANAGER	Title: As Presiding Officer, Williamson Commissioners Court
Date: 8/28 ____, 20 25	Date: _____ ____, 20___

Vermeer
Texas-Louisiana

Vermeer Texas-Louisiana
1945 Louis Henna Blvd
Round Rock, TX 78664
Ph: (512) 244-0505
vermeertexas.com

Please remit to:
Vermeer Texas-Louisiana
PO Box 227283
Dallas, TX 75222-7283

Ship To: IN STORE PICKUP

Branch		
04 - ROUND ROCK		
Date	Time	Page
08/11/2025	11:15:50 (O)	1
Account No [redacted]	Phone No 5122604284	Contract No
Ship Via	Purchase Order	
Tax ID No		
	Salesperson	
	395 / 113	

Invoice To: WILLIAMSON COUNTY PARKS & RECREATION
219 PERRY MAYFIELD
LEANDER TX 78641-1689

RENTAL CONTRACT

Description	R E S E R V A T I O N # [redacted]		Amount
VE RTX1250I2	RTX1250I2 BASIC TRAC	2 WEEKS	10800.00
Stock #: [redacted]	Serial #: [redacted]		
Date Out: 09/08/2025 09:28			
VE RW1252I2	RW1252I2 ROCKWHEEL -	2 WEEKS	
Stock #: [redacted]	Serial #: [redacted]		
Date Out: 09/08/2025 09:28			

Subtotal:	10800.00
RENTAL SALE (CHARGED:	10800.00

LESSEE AGREES THAT THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE A PART OF THIS AGREEMENT AND ARE THOROUGHLY UNDERSTOOD.

X _____ Signature

_____ Printed Name

_____ Date

TERMS AND CONDITIONS

1. RENTAL PERIOD. The rental period shall begin on and include the date of delivery to LESSEE, and shall end on and include the date of return to LESSOR'S business location designated herein. The rental period shall be the approximate rental period shown on the face hereof and if LESSEE retains the Equipment after the expiration of said period, this Agreement shall be deemed to be extended at the same rental rate (on the prorated portion thereof) and under the same terms until the Equipment is returned to LESSOR. At any time after expiration of the original period LESSEE agrees to return the Equipment to LESSOR within twenty-four (24) hours after notice from LESSOR.

The minimum rental period is one (1) day. The weekly rate applies if the Equipment is out at least three (3) full days. The monthly rate applies if the Equipment is out at least twenty-eight (28) days. No allowance will be made for Sunday, holidays, time in transit, or any period of time Equipment may not be in actual use while in LESSEE'S possession, except as provided in Sections 5 and 8.

2. PAYMENTS. All payments hereunder are due upon receipt of invoice. All payments are payable at LESSOR's place of business in Irving, Dallas County, Texas. Rates do not include sales, use, or occupational taxes; these amounts will be added where incurred by law. LESSEE shall be liable for and shall reimburse LESSOR for amounts equal to any sales, use, license, or registration fees, charges, fines, or taxes leveed or based upon the rentals, or the equipment, or the use or operation thereof.

3. OVERTIME RATES. LESSEE agrees that the rates provided for in this Agreement are considered straight time rates, based on not more than eight (8) hours per day, forty (40) hours per week, or one hundred and sixty (160) hours per month. Should the Equipment be used in excess of the above specified hours in any specific period, the overtime rate shall be based as follows:

*1/8 of daily rate for each hour worked in excess of (8) hours in any one day;

*1/40 of weekly rate for each hour worked in excess of (40) hours in any one week;

*1/160 of monthly rate for each hour worked in excess of (160) hours in any one month.

4. WARRANTY. LESSOR IS NOT THE MANUFACTURER OF THE EQUIPMENT, AND MAKES NO WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE FITNESS FOR A PARTICULAR PURPOSE, THE MERCHANTABILITY, DESIGN, CONDITION, CAPACITY, PERFORMANCE OR ANY OTHER ASPECT OF THE EQUIPMENT OR ITS MATERIAL OR WORKMANSHIP. LESSOR further disclaims any liability for loss, damage, or injury to lessee or third parties as a result of any defects, latent or otherwise, in the Equipment whether arising from LESSOR's negligence or application of the laws of strict liability. As to LESSOR, LESSEE leases the Equipment "AS IS" on an all faults basis.

5. SAFETY CERTIFICATION. LESSEE, by signing this Agreement, certifies that it has been instructed as to the proper and safe operation of the Equipment, as well as the safety features and purposes for which the Equipment was designed. LESSEE further certifies that upon delivery it will verify that all applicable safety mechanisms of the Equipment are installed and operational, and will immediately report any problems with such safety mechanisms to LESSOR for repair. Further, LESSEE agrees that it will not use or operate any Equipment whose safety mechanisms are not in full working order.
* Printed manufacturer operating instructions for the Equipment were given to LESSEE and reviewed with LESSEE by LESSOR.

6. DELIVERY CONDITION. LESSOR shall use reasonable care to see that the Equipment is in proper working condition before delivery to LESSEE. If LESSEE so requests, the Equipment will be operated in LESSEE'S presence at a time and place designated by LESSOR prior to delivery to LESSEE. If the Equipment is shipped to LESSEE and arrives in damaged condition, LESSEE shall note such damage on the bill-of-lading or any other receipt requested by the transporter and shall immediately notify LESSOR. The acceptance by LESSEE of the Equipment shall constitute an acknowledgment that the Equipment has been received undamaged, in good repair and operating condition, except to the extent noted by LESSEE on the bill-of-lading or other delivery receipt.

7. RETURN OF EQUIPMENT. LESSEE agrees to return to LESSOR at LESSOR's place of business, transportation costs prepaid, all Equipment leased hereunder, at the expiration of the Rental Term or earlier termination of this Lease. All Equipment will be returned in the same operating condition, order, repair, and appearance as when delivered to LESSEE, save ordinary wear and tear as provided by this Agreement, and free of all liens and encumbrances. LESSEE shall incur a refueling charge unless the equipment is returned to LESSOR with all fluid levels full. LESSEE shall be billed for time spent by LESSOR on clean-up of returned equipment.

8. CARE, MAINTENANCE, AND REPAIR. LESSEE agrees: to care for the Equipment properly; to use it within its rated capacity; to restrict its use to LESSEE'S AUTHORIZED PERSONNEL; to prohibit anyone other than LESSOR'S AUTHORIZED PERSONNEL to repair, modify, or adjust the Equipment; and to notify LESSOR immediately of accidents, disabilities, failures, or like information concerning the Equipment. LESSEE further agrees to be responsible for and to pay for all normal needs of the Equipment, including: supplying fuel, oil, grease, and water; checking daily the Equipment's general condition, including tires, oil levels, cooling system, water, and batteries; recharging batteries; and performing other routine preventative maintenance as set forth in the Machine Operator's Manual for the Equipment. LESSEE agrees to pay for all damages to the Equipment resulting from any and all causes other than normal wear and tear, including excess wear on such items as cutting edges, tires, etc.

LESSOR will provide warranty service throughout the agreed warranty period, as well as such other service necessary to keep the Equipment in proper working condition, and LESSEE agrees to make it available for servicing by LESSOR at reasonable times during LESSOR'S business hours. If LESSEE requires service at times other than LESSOR'S business hours, LESSEE agrees to pay the difference between LESSOR'S straight time and overtime rates for mechanic's time, LESSOR will NOT reimburse LESSEE for service work performed by LESSEE or any other party, and LESSEE shall be liable to LESSOR for any damage caused by work performed other than by LESSOR'S AUTHORIZED PERSONNEL.

In the event the Equipment becomes inoperable for reasons other than accident, improper use, or failure of LESSEE to comply with its obligations hereunder, no rental shall be charged for the period of time between actual notice to LESSOR of the inoperable condidtion of the Equipment and the time when it is returned to serivce. LESSOR shall not be obligated to furnish substitute Equipment nor shall be liable for down time or special or consequential damages of any nature whatsoever suffered by any party.

9. INSURANCE. LESSEE at its sole expense shall procure and keep insurance on the Equipment as follows: (i) property insurance for all risk of loss or damage from every cause whatsoever for not less than the full replacement value of the Equipment; (ii) commerical general/public liability and property damage insurance covering the Equipment, its use and storage in an amount not less than $1,000,000 for each occurence. (iii) automobile liability with a combined single limit of $1,000,000. All such insurance shall be issued by an insurance carrier(s) satisfactory to LESSOR and shall name LESSOR as loss payee and additional insured, respectively. Such insurance shall provide a minimum of 30 days' advance written notice to Lessor of any cancellation, change or modification in the insurance. A loss payable insurance binder may be provided to LESSOR; provided however, LESSEE shall provide LESSOR with a duplicate of the original policy evidencing such insurance as required herein. All insurance proceeds shall be paid to LESSOR and LESSOR at its sole option may apply such proceeds toward the replacement, restoration or repair of equipment, or toward payment of the obligations of LESSEE hereunder. LESSEE appoints LESSOR as its attorney-in-fact to make a claim for, receive payment of, and execute and endorse all documents, checks or drafts for loss or damage under any such insurance policies. At LESSEE's option, property insurance may be obtained through LESSOR for a fee.

10. PURCHASE OPTION. LESSEE may be granted an option to purchase the Equipment leased hereunder. Payments previously received may qualify to be applied to purchase price. This lease must be in good standing before option can be exercised. Option is not transferrable. Any such option shall not be deemed exercised until LESSEE's written notification to that effect is received by LESSOR and approved.

UNLESS OPTION IS EXERCISED AND TITLE IS TRANSFERRED TO LESSEE THROUGH SALE, TITLE TO ALL EQUIPMENT SHALL REMAIN VESTED IN LESSOR AT ALL TIMES. LESSEE SHALL GIVE LESSOR IMMEDIATE NOTICE OF ANY LEVY ATTEMPTED ON SAID EQUIPMENT, OR IF SAID EQUIPMENT BECOMES LIABLE TO SEIZURE FOR ANY REASON. LESSEE SHALL INDEMNIFY LESSOR AGAINST ALL LOSS AND DAMAGE CAUSED BY SUCH ACTION.

11. TRANSPORTATION. All Equipment is F.O.B. LESSOR's yard. LESSEE is responsible for notifying LESSOR when Equipment is to be transported. If transportation is provided by LESSOR, a charge will apply.

12. AUTHORIZED USE. LESSEE agrees to comply with and conform to all municipal, state, and federal laws relating to said Equipment and its use or operation, and to pay any and all costs and expenses of every character occasioned by or involving the use or operation of said Equipment, unless specifically reserved to be paid by LESSOR hereunder.

LESSEE further agrees; that said Equipment Shall not be used for any unlawful purpose; that said Equipment shall be used solely in the conduct of LESSEE's business, within LESSEE's possession, and under LESSEE's control; that said Equipment shall be used solely by LESSEE'S AUTHORIZED PERSONNEL; that said Equipment shall be used only for its intended purposes and shall not be used beyond its normal capacity; and that when not in use, said Equipment shall be kept in a protected area.

LESSEE agrees, whensoever requested by LESSOR, to give the exact location of the Equipment covered by this Lease, and LESSOR and the manufacturer of the Equipment shall have the privilege at all times of entering any shop, building, or location where the Equipment is being used for the purpose of inspection. LESSOR shall have the right of removing the Equipment on twenty-four (24) hours' notice and terminating this Lease if the Equipment is being overloaded or taxed beyond its capacity, or in any manner abused or neglected.

13. INDEMNITY. LESSEE shall indemnify and hold LESSOR and manufacturer harmless from any and all liability, loss, damage, expense, causes of action, suits, claims or judgments arising from injury to person or property resulting from or based upon the actual or alleged use, storage, operation, delivery or transportation of any or all of the Equipment.

14. ASSIGNMENT. LESSEE shall not assign this Lease or sublet the Equipment LESSEE agrees that LESSOR may assign this lease, and all right, title, and interest of LESSOR in and to the Equipment, and all payments due or to become due to LESSOR hereunder. LESSEE agrees to honor any such assignment in accordance with its terms upon receipt of written notice thereof. LESSEE's obligation to pay rent or other charges or fees under this Lease shall not, as to any such assignee, be subject to any diminution or right of set-off, counterclaim, or recoupment whatsoever arising out of any breach of any obligation of LESSOR hereunder or by any reason of any other liability at any time owing by LESSOR to LESSEE.

The undersigned authorizes Vermeer Texas-Louisiana to file UCC-1's (Financing Statements) and UCC-3's (Continuation Statements).

15. DEFAULT. LESSEE shall be considered in default of this Lease if LESSEE: shall fail to make any rental or other payment hereunder when due; shall fail to comply with any other provision of this Lease; shall attempt to sell or encumber any interest in the Equipment; shall cease doing business as a going concern; shall become subject to any state or federal insolvency, bankruptcy, receivership, trusteeship, or similar proceeding; or shall make, or attempt to make, an assignment, including one for the benefit of creditors; or if any attachment, execution, writ, etc., or other process is levied against the Equipment or any of LESSEE's property; or if for any reason LESSOR deems itself unsafe. The foregoing shall be considered "Default Events."

If LESSEE is considered to be in default hereunder, LESSOR may immediately and without notice declare the entire balance of the sums owed due and payable together with all expenses of collection by suit or otherwise, including reasonable attorney's fees. Moreover, if any of the above Default Events shall occur, LESSEE agrees to surrender possession of the Equipment on demand, and LESSOR may enter upon LESSEE's premises to the full extent allowed by law and take possession thereof. LESSEE shall additionally be liable for all expenses incurred by LESSOR repossessing the Equipment, including reasonable attorneys' fees.

16. GENERAL. Time is of the essence of this Lease. LESSOR's failure at any time to require strict performance by LESSEE of any of the provisions of this Lease shall not waive or diminish LESSOR's right thereafter to demand strict compliance therewith or with any other provisions.

Waiver of any default shall not waive any other default.

The remedies in this Lease provided in favor of LESSOR shall be available to its successors and assigns and shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other remedies in its or their favor existing at law or in equity.

Any notice hereunder shall be deemed sufficiently given if in writing it is delivered to the applicable party personally, or sent by mail addressed to the party at the address set forth upon the reverse side hereof.

For purposes of this Agreement, LESSEE's AUTHORIZED PERSONNEL shall be any of LESSEE's employees, officers, or agents whose use of the Equipment is pre-approved by LESSOR, in LESSOR's sole discretion.

If any portion of this Agreement, or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent of the law.

LESSOR and LESSEE agree that this Agreement shall be governed by, and shall be construed and enforced in accordance with the laws of the State of Texas, without regard to conflicts of laws principles. LESSOR and LESSEE hereby consent to the jurisdiction of any state of federal court located within Dallas County, Texas, and irrevocably agree that all actions or proceedings arising out of or relating to this Agreement shall be litigated in such courts. LESSOR and LESSEE hereby accept the nonexclusive jurisdiction of the aforesaid courts and waive any defense of forum non conveniens and irrevocably agree to be bound by any judgment rendered thereby in connection with this Agreement.

This Agreement embodies the entire agreement and understanding between the parties, supersedes all prior negotiations, agreements, and understandings between the parties, and all such prior agreements are hereby terminated. No alteration or modification of this Lease is valid unless in writing and signed by the parties hereto. LESSEE acknowledges receipt of a signed copy hereof.

17. REGULATIONS. Lessee will at Lessee's expense, comply with all local, state and federal laws and regulations affecting equipment and its use, operation, erection, dismantling and transportation, including all federal and local Department of Transportation regulations, licensing and building code requirements and shall defend, indemnify and hold harmless lessor from all loss, liability or expense resulting from actual or asserted violations of such laws, requirements or regulations.

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:
2025-1357533

Date Filed:
09/02/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Vermeer Texas-Louisiana
Irving, TX United States

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

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.
001628
RTX1250 - Oak Wilt Trencher

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 JERRY DUNNE, and my date of birth is [redacted].

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

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

Executed in DALLAS COUNTY County, State of TEXAS, on the 2 day of SEPTEMBER (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
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Vermeer Texas-Louisiana
Irving, TX United States

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Williamson County Parks and Recreation

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.

001628
RTX1250 - Oak Wilt Trencher

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 **34.**

Meeting Date: 09/09/2025

Approval Goods and Services Contract #2025353 for Tennis Gates for Southwest Williamson County Regional Park with De La Garza Fence & Supply Co. for Parks Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Goods and Services Contract #2025337 with De La Garza Fence & Supply Co. for Tennis Gates, pursuant to BuyBoard Contract # 757-24 at Southwest Williamson County Regional Park for Parks and Recreation, in the amount of $3,950.00, and authorize execution of this agreement.

Background

This Goods and Services Contract #2025337 attached between Williamson County and De La Garza Fence & Supply Co. for Tennis Gates, pursuant to BuyBoard Contract # 757-24, at Southwest Williamson County Regional Park, located at 3005 CR 175, Leander, Texas 78641. Funding Source is 01.0100.3103.004509, the Origination ID is 3389, and the Point of Contact is Emsud Horozovic.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Goods and Services Contract #2025337 with De La Garza Fencing & Supply Co.

1295 Form De La Garza Fencing & Supply Co.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/02/2025 11:39 AM
Form Started By: Vickie Johnson		Started On: 08/27/2025 03:07 PM
Final Approval Date: 09/02/2025		

WILLIAMSON COUNTY
SERVICES AND GOODS CONTRACT
DE LA GARZA FENCE COMPANY
(Tennis Gates)

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

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

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The service includes the work described in Service Provider's Proposal dated 8/07/2025 being marked as **Exhibit "A,"** which is incorporated herein.

Should the County choose to add services in addition to those described in **Exhibit "A,"** such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

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

II.

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

Should the County choose to purchase goods in addition to those described in Exhibit "A,", such additional goods shall be described in a separate written amendment wherein the additional goods shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional goods. Service Provider shall not provide any additional goods, and the County shall not be obligated to pay for any additional goods unless a written amendment has been signed by both parties.

III.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in Exhibit "A" shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before September 30, 2025, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit "A", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

IV.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit"A"** and in accordance with ByBoard COOP contract number 757-24. The not-to-exceed amount for the life of this contract shall be Three Thousand Nine Hundred Fifty Dollars ($3,950.00).

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

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

V.

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

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

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

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

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

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

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents, and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this Contract, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

VI.

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

VII.

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

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

VIII.

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

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

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

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

XV.

No Assignment: Service Provider may not assign this Contract.

XVI.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XVII.

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

XVIII.

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

XIX.

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

XX.

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

XXI.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf (wilco.org). Invoices requesting

reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXII.

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

A. Service Provider's Proposal dated 8/07/2025, marked as **Exhibit "A"**;
B. The cooperative purchasing BuyBoard Contract No.: 757-24, incorporated by reference;
C. Insurance certificates evidencing coverages required herein above and
D. Any Amendments agreed to by both parties.

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

XXIII.

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

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

WILLIAMSON COUNTY:	**DE LA GARZA FENCE COMPANY:**
_____	_____
Authorized Signature	Authorized Signature
_____	Nick de la Garza
County Judge/Presiding Officer	Printed Name
Date: _____, _____ 20___	Date: Aug, 26th 2025

Exhibit "A"
Service Provider's Proposal dated 8/07/2025

de la garza FENCE & SUPPLY CO
MFG. OF CHAIN LINK FENCE
6475 OLD HWY WAY 90 WEST * SAN ANTONIO, TEXAS 78227 * 210-674-8302
FAX (210-674-8323)

August 7, 2025

[redacted]

BUY BOARD # 757-24

RE: Williamson County Parks

Scope of Work:

1. Remove (qty.4) existing walk gates.
2. Supply and install (qty. 4) 6' x 4' Opening Pedestrian Walk Gates.
    a. Gate to be using existing gate posts.
    b. Gate to be installed using D&D Weld-on self-closing hinges.

Total labor and materials: **$ 3,950.00 NO Sales Tax Included**

Materials:

Fence Fabric: 6' x 9 gauge (2" Mesh GAW)

-Nick de la Garza

1. *Customer is responsible for providing location of all underground water, sewer, sprinkler, electric, gas and other utilities. Customer agrees to indemnify and hold de la Garza Fence Co. and its employees harmless from any damage arising from failure to disclose proper location of underground utilities.*
2. *Changed to Scope of work shall be in writing and could result in a price change.*
3. *Work is warranted for a period of one year after completion and payment in full.*
4. *We reserve the right to withdraw this bid in its entirety in the event the parties cannot come to a mutually acceptable contract.*
5. *Permits, if necessary. (Customer/Client)*
6. *Exclusions: Grading, clearing, staking, surveying, concrete coring or cutting, concrete mow curb, grounding & signs.*

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:
2025-1355932

Date Filed:
08/27/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
de la Garza Fence Co. Inc.
San Antonio, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2025353
TENNIS GATES

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

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

6 UNSWORN DECLARATION

My name is Nicholas de la Garza, and my date of birth is [redacted].

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

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

Executed in Bexar County, State of TX, on the 27 day of August (month), 2025 (year).

Nicholas de la Garza

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
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de la Garza Fence Co. Inc.
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Williamson County

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

2025353
TENNIS GATES

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 **35.**

Meeting Date: 09/09/2025

Approval of Master Service Agreement No.2025345 for Grease Trap Cleaning Services with Liquid Environmental Solutions of Texas, LLC for Facilities Management

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on formally closing out and not awarding RFP #25RFP67 for Septic Systems Services, due to no submittals received, and approving agreement No.2025345 with Liquid Environmental Solutions of Texas, LLC in the not-to-exceed amount of Forty-Nine Thousand Five Hundred and No/100 Dollars ($49,500.00).

Background

The Purchasing Department solicited sealed proposals under RFP #25RFP67. Septic Systems Services and Requests for Proposals were electronically sent to three hundred and eighty-seven (387) vendors with nineteen (19) document takers and zero (0) submittals. The scope of work for this solicitation included grease trap cleaning services. No responses were received. The Williamson County Purchasing policy allows for a quote to be utilized for the purchase for a period of twelve (12) months, per Local Government Code 262.0245 and Purchasing Policy. Facilities Management submitted a request for a Blanket MSA for Grease Trap Cleaning Services on a scheduled basis at various Williamson County Facilities with Liquid Environmental Solutions of Texas, LLC, as we were not successful in obtaining vendors for our 25RFP67. This MSA will be valid as of the date of execution through September 30, 2026. The department intends to re-issue the septic systems solicitation in FY 26. Contract Audit and General Counsel reviewed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Master Service Agreement

Form 1295 Liquid Environmental Solutions of Texas, LLC

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/02/2025 11:34 AM
Form Started By: Michelle McKinney		Started On: 08/27/2025 07:09 PM
Final Approval Date: 09/02/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

MASTER SERVICES AGREEMENT
WITH
LIQUID ENVIRONMENTAL SOLUTIONS OF TEXAS, LLC
FY26

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

THIS MASTER SERVICES AGREEMENT ("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 **Liquid Environmental Solutions of Texas, LLC** (hereinafter "Service Provider") both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: The services to be provided include grease trap cleaning at various Williamson County Facilities. The services include but are not limited to the services and work described in the attached **Service Provider's - Price Sheet** marked as **Exhibit "A,"** which is incorporated herein to the extent it meets or exceeds the requirements of County's solicitation, if applicable. Related services will be outlined in a Statement of Work ("SOW") to be provided by Service Provided upon the direction of the County.

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

II.

Effective Date and Term: This Agreement shall be in full force and effect from the date of the last party's execution below and shall continue through September 30, 2026. Unless terminated sooner pursuant to the terms set out herein, , the County reserves the right to renew the Agreement for additional fiscal years, by mutual agreement of both parties, as it deems to be in the best interest of the County.

IV.

On-Site Representative for Work Monitoring: The County may appoint an on-site project representative to observe the work being performed. The County may conduct inspections to determine the date or dates of substantial completion and the date of final completion. If the County so desires, it may seek written adequate assurance that the work is progressing on-time and pursuant to terms and conditions of this Agreement and all related contract documents.

V.

Labor, Materials, Tools & Misc. Items: Service Provider shall provide or cause to be provided and shall pay for labor, materials, equipment, tools, construction equipment and machinery, utilities, transportation and other facilities and services necessary for proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work. Service Provider shall enforce strict discipline and good order among their respective employees and other persons carrying out the Agreement. Service Provider shall not permit employees of unfit persons or persons not skilled in tasks assigned to them.

VI.

Compliance With All Laws: Service Provider agrees, in connection with the services or any related items to the subject matter of this Agreement, to comply with any and all local, state, or federal requirements, including but not limited to compliance with regulations of the Texas Commission of Environmental Quality and the Occupational Safety and Health Administration. Additionally, Service Provider shall obtain from the appropriate City, Williamson County, or State of Texas the necessary permit(s) required by the ordinances of the City of Georgetown, Williamson County, or State of Texas, for performance of the work.

VII.

Duty To Report Problems: Service Provider agrees to advise the County and its representative(s) within 24 hours of any errors, mistakes, potential problems or any other problematic issue(s) coming under observation during the progress of the work and will make good faith efforts to correct any errors that come to light in a timely and reasonable manner.

VIII.

Cleaning Up: Service Provider shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. At completion

of the work, Service Provider shall remove from and about the project: waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If Service Provider fails to clean up as provided, the cost thereof shall be charged to Service Provider by deducting from final fee or as necessary.

IX.

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

X.

Indemnification: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SERVICE PROVIDER AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY COUNTY, AND HOLD HARMLESS THE COUNTY, REPRESENTATIVES OF THE COUNTY AND THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS IN RELATION TO SERVICE PROVIDER'S PERFORMANCE OF THE SERVICES DESCRIBED HEREIN. DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGEMENT, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER, ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEREOF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF SERVICE PROVIDER, ANYONE DIRECTLY EMPLOYED BY IT OR ANYONE WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSE IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATIONS OR RIGHT WHICH COUNTY OR ANY OTHER INDEMNITEES HAS BY LAW. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

XI.

Service Provider's Employees: Service Provider covenants and agrees that all personnel engaged shall be employees of Service Provider, and Service Provider shall pay all salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Workers' Compensation Insurance and any similar taxes or expenses related to such employees, including but not limited to, license fees, insurance premiums and outfitting expenses. Service Provider shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its employees, including all Occupational Safety and Health Administration regulations. Service Provider shall be responsible for the supervision, control and direction of the day-to-day activities of the personnel provided hereunder and shall provide close supervision on a continual basis.

XII.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for specific projects as defined in the attached **Service Provider's - Price Sheet** marked as **Exhibit "A,"** which is incorporated herein to the extent it meets or exceeds the requirements of County's solicitation, if applicable. The not-to-exceed amount payable by County under this Agreement shall be **Forty-Nine Thousand, Five Hundred Dollars ($49,500.00).** In no event may the aggregate amount of compensation authorized under any SOWs exceed the said not-to-exceed amount.

Pursuant to State Law ("Texas Prompt Payment Act") the payment terms are governed as follows:

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

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

As a minimum, invoices shall include:

a) Name, address, and telephone number of Service Provider and similar information in the event the payment is to be made to a different address
b) County Agreement, Purchase Order, and/or delivery order number
c) Identification of items or services as outlined in the Agreement
d) Quantity or quantities, applicable unit prices, total prices and total amounts
e) Any additional payment information which may be called for by the Agreement

Payment inquiries should be directed to the Williamson County Auditor's Office, Accounts Payable Department: accountspayable@wilcotx.gov 512-943-1500

XIII.

The County's Decision to Withhold Payment: The County may withhold a payment in whole or in part to the extent reasonably necessary to protect the County due to the County's determination that the work has not progressed to the point indicated in the Agreement documents or that the quality of work is not in accordance with the Agreement documents. The County may also withhold a payment or, because of subsequently discovered evidence, may nullify the whole or a part of any request for payment to such extent as may be necessary to protect the County from loss for which Service Provider is responsible, including loss resulting from acts and omissions, because of the following:

1. defective work not remedied;
2. reasonable evidence that the work cannot be completed for the unpaid balance of the Agreement sum;
3. damage to the County;
4. reasonable evidence that the work will not be completed within the Agreement time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
5. persistent failure to carry out the work in accordance with the Agreement documents.

XIV.

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

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

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

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

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

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

"Williamson County, Texas, its directors, officers and employees" shall be added as additional insureds under the policies required 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.

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents, and sub-subcontractors worker's compensation coverage. Service Provider shall not be entitled to worker's compensation coverage, or any other type of insurance coverage held by the County.

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@wilcotx.gov

Upon execution of this Agreement, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Agreement.

XV.

No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or

amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity or any other immunity under the laws of the State of Texas or of the United States.

XVI.

Warranty: Service Provider warrants to the County that materials, workmanship and equipment furnished under this Agreement will be of good quality and new unless otherwise required or permitted by the County, that the work will be free from defects not inherent in the quality required or permitted by law or otherwise, and that the work will conform to the requirements of the Agreement documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

XVII.

Taxes: Service Provider shall pay all sales, consumer, use and similar taxes for the work provided by Service Provider which had been legally enacted on the date of the Agreement, whether or not yet effective or merely scheduled to go into effect.

XVIII.

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

XIX.

No Assignment: Service Provider may not assign this Agreement.

XX.

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

XXI.

Confidentiality: Service Provider expressly agrees that they will not use any incidental confidential information they may obtain while being on governmental property for their own benefit and agrees that is will not enter unauthorized areas or access confidential information and will not disclose any information to unauthorized third parties and will take care to guard the security of the information at all times.

XXII.

Termination: This Agreement may be terminated at any time at the option of the County,

without further or prospective liability for performance upon giving upon thirty (30) calendar day's written notice to thereof. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only amounts due to Service Provider for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

XXIII.

Right of Funds: Despite the agreed upon method of payment set forth above, Service Provider agrees to return to Williamson County pro-rata portion of unearned funds distributed to Service Provider if (a) Service Provider's project progress is insufficient; (b) this Agreement is terminated for any reason; or (c) Service Provider fails in any other respect under this Agreement.

XXIV.

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

XXV.

Notice: Any notice required to be given under the terms of this AGREEMENT shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

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

SERVICE PROVIDER
Liquid Environmental Solutions of Texas, LLC
P.O. Box 733372
Dallas, TX 75373-3372

XXVI.

Mediation: The parties agree to use non-binding mediation for dispute resolution prior to and formal legal action being taken on this Agreement.

XXVII.

Non-Appropriation and Fiscal Funding: The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the

right to terminate this Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.

XXVIII.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Agreement, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Agreement by reference. The Williamson County Vendor Reimbursement Policy can be found at: Williamson County Vendor Reimbursement Policy March 2023 (https://www.wilcotx.gov/351/Vendor-Reimbursement). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXIX.

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

A. This Agreement, its Exhibits and any amend amendments agreed to by both parties (if any);
B. Statements of Work (SOWs) issued under the Agreement and
C. Insurance certificates evidencing coverages required herein above.

In the event a dispute arises between terms and conditions of this (1) Agreement, its exhibits and amendments (if any) and (2) any SOW issued under the Agreement; applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence: (1) terms and conditions of this Agreement, its exhibits and amendments (if any), and (2) any SOWs issued under the Agreement.

XXX.

Signature for the County: The presiding officer of Williamson County's governing body who is authorized to execute this instrument by order duly recorded may execute this Agreement on behalf of the County.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, that this Agreement shall be effective as of the date of the last party's execution below.

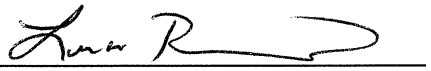
Williamson County:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Dated: _____ _____, 20___

Liquid Environmental Solutions of Texas, LLC:


Authorized Signature

Lina Ramirez
Printed Name

Dated: Aug 19, 20 25

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Aug 20 2025 Time: 9:58 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Aug 20 2025 Time: 7:02 am

Exhibit "A"

Service Provider's - Price Sheet

Service Provider shall complete and submit the structure for work to be performed including costs from all anticipated subcontractors, as follow in the Preventative Maintenance Fee Structure for inspections; Septic Preventive Maintenance and Unit Price Bidding Sheet. Williamson County has the option to add/remove facilities and equipment to this Contract that are similar in scope, at the contract rates. Service Provider shall bid all items detailed below (no exceptions, substitutions or exclusions). Incomplete quotes may be considered non-responsive and excluded from the award process.

Current facilities are listed as follows:

Building Code	Facility Name	Address	Equipment & Service	Unit of Measure	Estimated Quantity per trap	* Monthly Service Cost	** Quarterly Service Cost	*** Inspection	Site Visit (Yes/No)
1008	Sheriff Office/Jail	508 Rock St, Georgetown, TX	Grease Traps (2)	Gallons	5,000		$ 2,916.00	$ 135.00	No
1047	Taylor Expo Center	5350 Bill Pickett Trail, Taylor, TX	Grease Traps (2)	Per Trap/Pit	1,500		$ 855.00	$ 135.00	No
1011	Lott	107 S Holly Street, Georgetow, TX	Grease Trap; Lift Station	Gallons	20		$ 221.00	$ 135.00	No
1045	Juvenile Justice Center	200 Wilco Way, Georgetown, TX	Grease Traps (1)	Gallons	1,500		$ 483.00	$ 135.00	No
1080	Georgetown Annex	100 Wilco Way, Georgetown, TX	Grease Traps (1)	Gallons	250		$ 248.00	$ 135.00	No
1042	Central Texas Treatment Center	601 N Alligator Rd, Granger, TX	Grease Trap (1) & UCO	Gallons	1,500		$ 483.00	$ 135.00	No
1042	Central Texas Treatment Center	601 N Alligator Rd, Granger, TX	Used Cooking Oil - monthly collection	Gallons	110	$ -	$ -	$ -	No

Service Total Cost	$ -	$ 5,206.00	$ 810.00
Annual Total Cost	$ -	$ 20,824.00	$ 810.00

Legend

* Performed 12 times per year.

** Perfomed 4 times per year.

*** Performed once per fiscal year to be completed in the 2nd quarter.

Indicate Yes (Y) or No (N) in dedicated column for each listed generator. If site visit occurred prior to bid submission.

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:
2025-1352264

Date Filed:
08/19/2025

Date Acknowledged:

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

LIQUID ENVIRONMENTAL SOLUTIONS OF TEXAS
IRVING, TX United States

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

Williamson County Commissioners Court

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

2025345
GREASE TRAP CLEANINGS

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 Lina Ramirez, 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 TX, on the 19 day of Aug (month), 20 25 (year).

Lina R

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:
2025-1352264

Date Filed:
08/19/2025

Date Acknowledged:
08/20/2025

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

LIQUID ENVIRONMENTAL SOLUTIONS OF TEXAS
IRVING, TX United States

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

Williamson County Commissioners Court

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

2025345
GREASE TRAP CLEANINGS

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 **36.**

Meeting Date: 09/09/2025

Approval of Construction Service Agreement No.2025359 for the CTCC CO Monitor Install with Johnson Controls Fire Protection LP for Facilities Management.

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Construction Service Agreement No.2025359 for the CTCC CO Monitor Install with Johnson Controls Fire Protection LP for Facilities Management in the not-to-exceed amount of Twenty-Seven Thousand Eight Hundred Twenty-Nine Dollars ($27,829.00) and authorize the execution of the agreement.

Background

Williamson County requested quotes from three (3) different vendors. This Construction Service Agreement is with Johnson Controls Fire Protection LP for the CO Monitor Install for the Williamson County Central Texas Treatment Center located at 601 N Alligator St, Granger, TX 76530. Contract Audit and General Counsel reviewed. A detailed Scope of Work is attached. The funding source is 01.0100.1042.004509. The point of contact is Christy Matoska of Facilities Management.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Construction Service Agreement Redacted

Form 1295 Johnson Controls Fire Protection LP Completed

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/02/2025 10:37 AM
Form Started By: Michelle McKinney		Started On: 08/29/2025 12:02 PM
Final Approval Date: 09/02/2025		

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Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Johnson Controls Fire Protection LP ("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 Central Texas Treatment Center (CTTC) (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 **Twenty-Seven Thousand Eight Hundred Twenty-Nine Dollars ($27,829.00)** 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 **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

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

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

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

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

ARTICLE 5 PAYMENT:

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

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

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

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

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

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

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

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

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

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

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

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completed operations
and contractual)

Aggregate policy limits: $2,000,000

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

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

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

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

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

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

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

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

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

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6.5.2 Workers' Compensation Insurance Coverage:

1. Definitions:

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

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

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

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(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

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

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

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

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

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

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

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

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

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

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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,

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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

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

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

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

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

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

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

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

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

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

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

ARTICLE 10 INTENTIONALLY DELETED

ARTICLE 11 TERMINATION OR SUSPENSION OF THE AGREEMENT

11.1 Termination by Contractor

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

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

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

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

11.2 Termination by the Owner for Cause

11.2.1 The Owner may terminate the Agreement if the Contractor:

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

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

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

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

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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

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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

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

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

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

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

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

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

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

The following documents shall comprise the Contract Documents:

Docusign Envelope ID: 652EC884-0F66-4B67-9F07-276726F22645

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

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

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

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

OWNER:	**CONTRACTOR:**
WILLIAMSON COUNTY, TEXAS, a political subdivision of the state of Texas	Johnson Controls Fire Protection LP
By: _____	By: Rusty Ramey _____
Printed Name: _____	Printed Name: Rusty Ramey
Title: _____	Title: HVAC Installation Manager
Date: _____	Date: 8/26/2025 | 8:10 AM PDT

Docusign Envelope ID: 652EC884-0F66-4B67-9F07-276726F22645

Exhibit "A"

Plans and Specifications

Location of Work: Williamson County Central Texas Treatment Center (CTTC), 601 Alligator Rd., Granger, TX 76530

Scope of Work:
The Contractor shall perform the following:

1. Includes new CO detection near fuel burning appliances in place of existing duct CO detectors.
2. The Work contains an allowance for the demo of existing duct CO detectors.
3. Includes the replacement of existing smoke detectors in sleeping rooms with 520hz sounder bases.
4. Monitoring communication lines are existing and will remain unmodified.
5. Wiring method to be free cable throughout the interior spaces of the building, above drop ceiling. Wire in open ceiling and up to 7' A.F.F to be in conduit provided by electrical contractor, not included in this scope.
6. Project is based on being completed in 1 phase. If project is to be completed in more than 1 phase, this will require additional permitting by phase and additional mobilization, which would constitute a change order.
7. All work is to be performed during normal business hours.
8. Provide (1) functional system tests with the AHJ during afterhours to prevent disruption to building operations.
9. Project is based on existing construction.
10. Pricing only valid for 30 days

Notification Devices
1. Notification devices and circuits are existing to remain.
2. New power supply to be provided for power expansion required for new sounder bases.

Initiation Devices
1. New carbon monoxide detectors to be installed with temporal 4 sounder bases to activate on CO detection.
2. New circuits to be installed for each CO detector and the sounder bases.
3. Existing CO duct smoke detectors to be removed and duct penetrations patched with duct sealing tape.
4. No smoke or fire smoke dampers were identified on the construction bid set and are excluded.

Fire Alarm Panel Changeout
1. This includes the additional scope to replace the existing Silent Knight components to convert the system to a Simplex fire alarm system.
2. This includes switching out the fire alarm panel and initiating devices for the Simplex brand of the same device type.
3. Additional equipment to be added as needed to provide a fully functional fire alarm system.

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WORK TO BE PERFORMED BY ELECTRICAL CONTRACTOR:
• Wilco to provide 120VAC circuit for new power supply if applicable.
• JCI to provide electrical back-boxes and stub-ups as needed for new smoke detectors and CO sensors.

WORK TO BE PROVIDED BY HVAC CONTRACTOR:
• No HVAC/Mechanical contractor work noted.

Exclusions:
• Does not include spare parts.
• Does not include any tax.
• Does not include provision of 120VAC power.
• Does not include any bid bonds or performance and payment bonds.
• Does not include provision of central station monitoring service.
• Does not include any premium time. Overtime or holiday work required because of project delays created by others will be justification for a change order.
• Does not include any expediting or priority shipping fees.
• Shutdown wire or connections for any HVAC units mentioned above.

Docusign Envelope ID: 652EC884-0F66-4B67-9F07-276726F22645

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:
2025-1354541

Date Filed:
08/25/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Johnson Controls Fire Protection
Austin, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
101824
Fire Alarm: Related to Williamson County CTTC (601 Alligator Rd., Granger, TX 76530) - Exhibit "A" for Agreement for Construction Services - COOP (101824)

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is William Wright, 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 Travis County, State of Texas, on the 25th day of Ausgust (month), 20 25 (year).

8/26/2025 | 8:10 AM PDT

Rusty Ramey Rusty Ramey

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:
2025-1354541

Date Filed:
08/25/2025

Date Acknowledged:
08/28/2025

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

Johnson Controls Fire Protection
Austin, TX United States

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

Williamson County

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

101824
Fire Alarm: Related to Williamson County CTTC (601 Alligator Rd., Granger, TX 76530) - Exhibit "A" for Agreement for Construction Services - COOP (101824)

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is _____, _____, _____, _____, _____.
(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 **37.**

Meeting Date: 09/09/2025

Kimley Horn 2576 WA3 SA1

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 3 under the Williamson County Contract between Kimley-Horn and Associates, Inc. and Williamson County dated March 10, 2020, for Ronald Reagan and Bar W Ranch - Via De Sienna Intersection Improvements. Funding source: P692.

Background

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

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Kimley Horn 2576 WA3 SA1

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/25/2025 02:40 PM
County Judge Exec Asst.	Delia Colon	08/25/2025 04:10 PM
Form Started By: Vicky Edwards		Started On: 08/22/2025 11:22 AM
Final Approval Date: 08/25/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 3

WILLIAMSON COUNTY ROAD & BRIDGE PROJECT:
Ronald Reagan & Bar W Ranch / Via De Sienna Intersection Improvements

This Supplemental Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 10, 2020 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Kimley-Horn and Associates, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 3 dated effective January 9, 2024 (the "Work Authorization");

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

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

AGREEMENT

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

I. The Work Authorization shall terminate on May 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-1" (must be attached).

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

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

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

ENGINEER:	**COUNTY:**
Kimley-Horn and Associates, Inc.	**Williamson County, Texas**
By:_____	By:_____
Signature	Signature
Trey Neal	
Printed Name	Printed Name
Vice President	
Title	Title
8/12/2025	
Date	Date

LIST OF ATTACHMENTS

Attachment C-1 – Work Schedule

ATTACHMENT C-1: WORK SCHEDULE

Kimley»Horn

Project Name: Ronald Reagan & Bar W Ranch / Via De Sienna Intersection Improvements

Project Description: Traffic Signal Design, Traffic Signal Timings, Preliminary Intersection Design, Bid and Construction Phase Support

Prepared By: Kimley-Horn and Associates, Inc.

| Task # | Task Name | JAN 2024 | | | | FEB 2024 | | | | MAR 2024 | | | | APR 2024 | | | | MAY 2024 | | | | JUN 2024 | | | | JUL 2024 | | | | AUG 2024 | | | | SEP 2024 | | | | OCT 2024 | | | | NOV 2024 | | | | DEC 2024 | | | | JAN 2025 | | | | FEB 2025 | | | | MAR 2025 | | | | APR 2025 | | | | MAY 2025 | | | | JUN 2025 | | | | JUL 2025 | | | | AUG 2025 | | | | SEP 2025 | | | | OCT 2025 | | | | NOV 2025 | | | | DEC 2025 | | | | JAN 2026 | | | | FEB 2026 | | | | MAR 2026 | | | | APR 2026 | | | | MAY 2026 | | | |
|---|---|---

Commissioners Court - Regular Session **38.**

Meeting Date: 09/09/2025

K Friese 24RFSQ8 WA1 SA3 Development Review Services

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 3 to Work Authorization No 1 under the Williamson County Contract between K Friese and Associates, LLC and Williamson County dated March 5, 2024, for Development Review Services. Funding source: 01.0200.0210.004100.

Background

This supplemental is to extend the expiration date to March 31, 2028, and increase the maximum amount payable to $350,000.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

K Friese 24RFSQ8 WA1 SA3 Development Review Services

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/22/2025 10:15 AM
County Judge Exec Asst.	Delia Colon	08/22/2025 11:01 AM
Form Started By: Vicky Edwards		Started On: 08/20/2025 02:03 PM
Final Approval Date: 08/22/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. _3__
TO
WORK AUTHORIZATION NO. _1___

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
On Call Development Services Assistance

This Supplemental Work Authorization No. __3_ to Work Authorization No. _1___ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **March 5, 2024** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **K Friese and Associates, LLC** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. _1___ dated effective March 26, 2024 (the "Work Authorization");

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

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

AGREEMENT

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

I. The maximum amount payable for services under the Work Authorization is hereby increased from **$300,000.00** to **$350,000.00**. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

II. The above referenced Work Authorization termination date shall be modified to **March 31, 2028**. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. Firm understands and agrees that County's payment of amounts under this Supplemental Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under the Supplemental Work Authorization. It is further understood and agreed by Firm that County shall have the right to terminate this Supplemental Work Authorization at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by

County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Firm.

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

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

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

FIRM:	**COUNTY:**
By: DocuSigned by: Abe Salinas 10711939E1C247E...	By:
Signature	Signature
Abe Salinas	Steven Snell
Printed Name	Printed Name
Stormwater Business Practice Lead	Williamson County Judge
Title	Title
7/3/2025	
Date	Date

Attachment C - Work Schedule

K Friese will provide a work schedule for the assigned tasks

Commissioners Court - Regular Session **39.**

Meeting Date: 09/09/2025

Preliminary Plat for the Nolina Phase 4 & 5 subdivision – Pct 3

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 Preliminary Plat for the Nolina Phase 4 & 5 subdivision – Precinct 3.

Background

This proposed subdivision consists of 458 single-family lots, 8 open space/drainage lots, 5 landscape lots, and 22,631 linear feet of new public roads on 144.5 acres.

Timeline
2025-01-13 – initial submittal of the preliminary plat
2025-02-12 – 1st review complete with comments
2025-04-14 – 2nd submittal of preliminary plat
2025-04-29 – 2nd review complete with comments
2025-05-15 – 3rd submittal of preliminary plat
2025-05-30 – 3rd review complete with comments
2025-08-06 – 4th submittal of preliminary plat
2025-08-21 – 4th review complete with comments
2025-08-27 – 5th submittal of preliminary plat
2025-09-01 – 5th review complete with comments cleared
2025-09-02 – preliminary plat placed on September 9th, 2025, Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Preliminary plat Nolina Ph 4&5 subdivision

Form Review

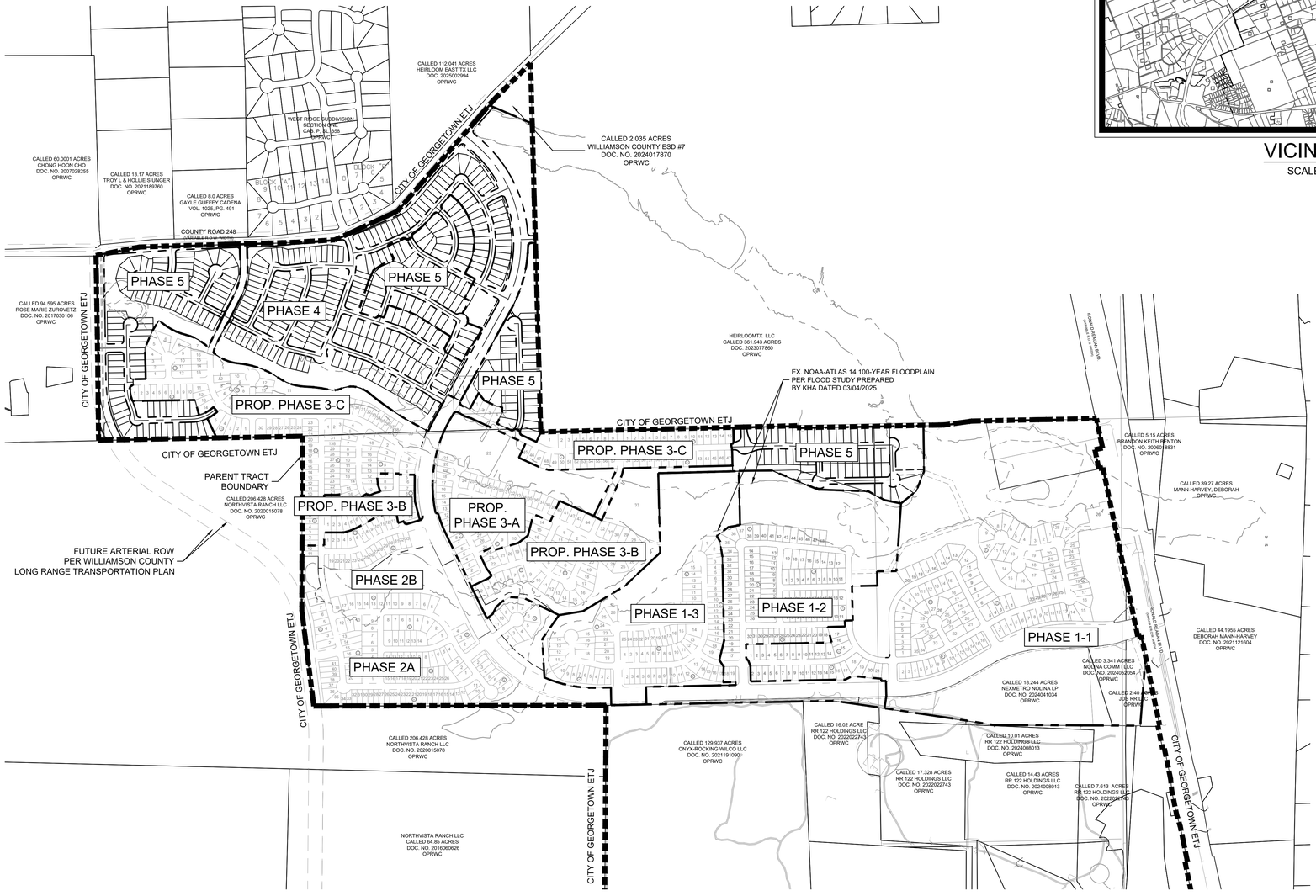
Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/02/2025 04:51 PM
Form Started By: Misti Schulz		Started On: 09/02/2025 11:10 AM
Final Approval Date: 09/02/2025		

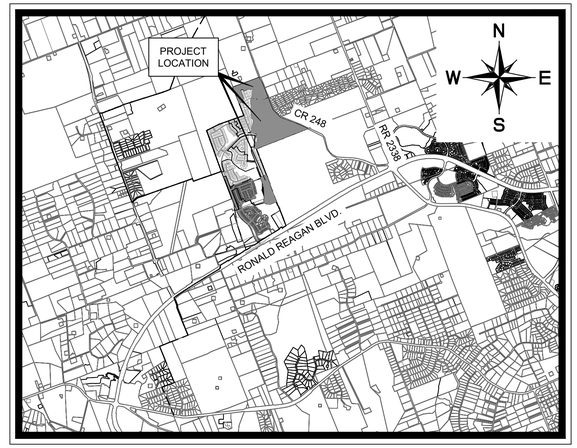
SHEET INDEX

SHEET NO.	DESCRIPTION
1	OVERALL PRELIMINARY PLAT
2	PRELIMINARY PLAT (SHEET 1 OF 4)
3	PRELIMINARY PLAT (SHEET 2 OF 4)
4	PRELIMINARY PLAT (SHEET 3 OF 4)
5	PRELIMINARY PLAT (SHEET 4 OF 4)

NOLINA

PHASE 4 & 5
PRELIMINARY PLAT
WILLIAMSON COUNTY





VICINITY MAP

SCALE: 1" = 4,000'

WATERSHED STATUS

THIS SITE IS LOCATED IN THE NORTH FORK OF THE SAN GABRIEL WATERSHED. THIS SITE IS LOCATED IN THE EDWARDS AQUIFER CONTRIBUTING ZONE.

FLOODPLAIN INFORMATION

NO LOT IN THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INDICATED 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.

GENERAL NOTES:

1. THE OWNER UNDERSTANDS THAT 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 ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.
2. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY REGULATORY AUTHORITIES.
3. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR THEIR ASSIGNS
4. MAINTENANCE OF THE DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
5. THE SUBDIVISION IS LOCATED WITHIN THE JURISDICTION OF WILLIAMSON COUNTY.
6. FOR RIGHT-OF-WAY DEDICATION BEYOND 120 FEET IN OVERALL WIDTH, OR MAJOR HIGHWAYS AND ROADS, THE BUILDING SETBACK LINE OF 50 FEET MAY BE REDUCED BY THE WIDTH OF THE ADDITIONAL RIGHT-OF-WAY BEING DEDICATED BEYOND 120 FEET IN OVERALL WIDTH. HOWEVER, IN NO EVENT SHALL THE BUILDING SETBACK LINE BE LESS THAN 25 FEET FROM THE EDGE OF RIGHT-OF-WAY.
7. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
8. NO STRUCTURE OR IMPROVEMENT OF ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WATER SUPPLY SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.
9. 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.
10. THE OWNER OF THIS SUBDIVISION AND HIS HEIRS, SUCCESSORS AND ASSIGNS ASSUMES THE RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF ALL SUBDIVISION IMPROVEMENTS WHICH SHALL COMPLY WITH APPLICABLE CODES, RULES AND REGULATIONS AND REQUIREMENTS OF WILLIAMSON COUNTY, TEXAS AND THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY WHICH ARE IN EFFECT AND APPLICABLE AT THE TIME THE IMPROVEMENTS ARE DESIGNED AND CONSTRUCTED AT THE OWNERS SOLE EXPENSE IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
11. WATER SERVICE PROVIDED BY: CITY OF GEORGETOWN
    WASTEWATER SERVICE PROVIDED BY: CITY OF GEORGETOWN
12. WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE DESIGN AND CONSTRUCTION STANDARDS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) OR WILLIAMSON COUNTY. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO TCEQ AND OTHER AGENCIES AS APPROPRIATE AT THE TIME SUCH PLANS ARE PREPARED.
13. ALL STREETS TO BE DEDICATED FOR PUBLIC USE.
14. THERE ARE NO CEMETERY SITES, EXISTING OR PROPOSED SCHOOL SITES OR OTHER PUBLIC SITES PROPOSED WITHIN THIS SUBDIVISION.
15. THE MINIMUM STREET CENTERLINE RADIUS SHALL BE BASED ON DESIGN SPEED.
16. ALL LOTS SHALL BE A MINIMUM OF 30 FEET WIDE AS MEASURED 25 FEET FROM THE FRONT PROPERTY LINE.
17. IF ANY SIDEWALKS ARE CONSTRUCTED IN THIS SUBDIVISION, THEY WILL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
18. NO LOTS WITHIN THIS SUBDIVISION SHALL BE FURTHER SUBDIVIDED.
19. DRIVEWAYS SHALL ONLY CONNECT TO AN INTERNAL PLATTED ROAD AND NOT TO WILD NOLINA WAY, VELVET ASH TRAIL OR CR 248, THE ADJACENT ROADWAYS.
20. THE PURPOSE OF THIS PRELIMINARY PLAT IS TO SHOW THE PROPOSED IMPROVEMENTS TO THE OWNER'S PROPERTY, INCLUDING THE EXISTING TOPOGRAPHY, TO EVALUATE THE EXISTING AND PROPOSED DRAINAGE PATTERNS. (1) A SUBDIVISION OF THE TRACT, INCLUDING AN ADDITION; (2) LOTS; OR (3) STREETS, ALLEYS, SQUARES, PARKS, OR OTHER PARTS OF THE TRACT INTENDED TO BE DEDICATED TO PUBLIC USE OR FOR THE USE OF PURCHASERS OR OWNERS OF LOTS FRONTING ON OR ADJACENT TO THE STREETS, ALLEYS, SQUARES, PARKS, OR OTHER PARTS. A LOT IS ANY PARCEL OR TRACT OF LAND EXCLUSIVE OF ANY ADJOINING ROAD OR ROAD RIGHT-OF-WAY THAT IS SEPARATED FROM OTHER PARCELS BY A LEGAL DESCRIPTION, A SUBDIVISION OF RECORD, OR A SURVEY MAP. THE TERMS "STREET" OR "ROAD" ARE INTERCHANGEABLE AND ARE USED TO DESCRIBE ALL VEHICULAR WAYS, REGARDLESS OF ANY OTHER DESIGNATION THEY MAY CARRY OR WHETHER THE STREET OR ROAD WILL BE PUBLIC OR PRIVATELY OWNED.
21. THIS SUBDIVISION IS VESTED TO THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS DATED DECEMBER 7, 2021.
22. THE WILLIAMSON COUNTY MUD NO. 51 WILL RETAIN OWNERSHIP AND MAINTENANCE RESPONSIBILITIES FOR VEGETATION IN ALL OPEN SPACE, DRAINAGE, AND LANDSCAPE LOTS. WILLIAMSON COUNTY TO MAINTAIN STRUCTURES IN DRAINAGE LOTS WHICH WILL BE IN PUBLIC EASEMENTS.
23. ALL EXISTING DRIVEWAYS ALONG CR 248 WILL BE REMOVED DURING CONSTRUCTION.

TOTAL NO. OF LOTS: 469
NO. OF BLOCKS: 20
NO. OF 45 LOTS: 111
NO. OF 50' LOTS: 190
NO. OF 60' LOTS: 157
NO. OF SINGLE FAMILY LOTS: 458
NO. OF OPEN SPACE/DRAINAGE LOTS: 8
NO. OF LANDSCAPE LOTS: 5

TOTAL LINEAR FOOTAGE OF STREETS: 22,631 LF

ACREAGE THIS PHASE: 144.46
ACREAGE ENTIRE SUBDIVISION: 521.49

ORIGINAL SUBMITTAL DATE: 1/13/2025

ENGINEER/SURVEYOR

Kimley»Horn

501 S. AUSTIN AVENUE, SUITE 1310
GEORGETOWN, TEXAS 78626
Tel. No. (512) 520-0768
CERTIFICATE OF REGISTRATION #928
CONTACT: ALEX GRANADOS, P.E.

OWNER/DEVELOPER

JDS RR LLC.
5005 RIVERWAY, SUITE 500
HOUSTON, TEXAS 77056
TEL: (832) 326-6904
CONTACT: RICK YARBROUGH

BENCHMARKS

DATUM IS NAVD '88, USING GEOID 18, BASED ON GPS OBSERVATIONS.

BM #50000 COTTON SPINDLE SET AT THE SOUTH END OF COUNTY ROAD 248, APPROXIMATELY 453' SOUTHEAST OF THE INTERSECTION OF WEST RIDGE LANE AND COUNTY ROAD 248.

- ELEV.= 1012.516' (NAVD '88)

BM #50058 MAG NAIL SET IN THE SOUTH IN CULVERT ALONG SOUTH ROW OF COUNTY ROAD 248, APPROXIMATELY 1,070' FROM THE INTERSECTION OF COUNTY ROAD 248 AND WEST RIDGE LANE.

- ELEV.=987.278' (NAVD '88)

No.	REVISIONS	DATE	BY

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TEXAS REGISTERED ENGINEERING FIRM F-928

08/25/2025

STATE OF TEXAS
ALEJANDRO VENANCIO RODRIGUEZ
130154
LICENSED
PROFESSIONAL ENGINEER

KHA PROJECT 069291601
DATE AUGUST 2025
SCALE: AS SHOWN
DESIGNED BY: DPD
DRAWN BY: DPD
CHECKED BY: AEG

OVERALL
PRELIMINARY PLAT

NOLINA
PHASE 4 & 5
PRELIMINARY PLAN
WILLIAMSON COUNTY, TEXAS

SHEET NUMBER
1

KHA PROJECT NO. 069291601

Plotted By: Duffy, Daniel Date: August 25, 2025 10:27:20am File Path: K:\AUS_Civil\069291601 Benton — JDS\PHASE 4\Civil\Preliminary\PlanSheets\C-Cover Sheet.dwg
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CALLED 94.595 ACRES
ROSE MARIE ZUROVETZ
DOC. NO. 2017030106
OPRWC

CALLED 13.17 ACRES
TROY L & HOLLIE S UNGER
DOC. NO. 2021189760
OPRWC

CALLED 8.0 ACRES
GAYLE GUFFEY CADENA
VOL. 1025, PG. 491
OPRWC

CALLED 206.428 ACRES
NORTHVISTA RANCH LLC
DOC. NO. 2020015078
OPRWC

CITY OF GEORGETOWN ETJ

PROPOSED ROW DEDICATION

FULL FUTURE ARTERIAL ROW (MIN. WIDTH 120')

60.0' HALF ARTERIAL WIDTH

PROPOSED ROW DEDICATION

36.9' PROPOSED ROW DEDICATION

COUNTY ROAD 248 (VARIABLE R.O.W. WIDTH)

57.6' EXISTING ROW

35.1' ROW TO CENTERLINE

FUTURE ARTERIAL ROW (MIN. WIDTH 120')

PROPOSED CLUSTER MAILBOX LOCATION

PROPOSED PHASE 3C

PHASE 5

PHASE 4

PHASE 3 POND

EX. NOAA-ATLAS 14 100-YEAR FLOODPLAIN PER FLOOD STUDY PREPARED BY KHA DATED 03/04/2025

OPEN SPACE/ DRAINAGE LOT BLOCK U
1 LOT
200738 SF

OPEN SPACE/ DRAINAGE LOT BLOCK A
1 LOT

LANDSCAPE LOT BLOCK T
1 LOT

LANDSCAPE LOT BLOCK R
26 LOTS

LANDSCAPE LOT BLOCK G
1 LOT

VELVET ASH TRAIL
HONEY MESQUITE STRAIGHT LINE
LAUREL BRANCH TRAIL
WHITE BLUEBONNET STREET
HONEY MESQUITE COVE
SILVER SAGE WAY
GOLDEN PLUME PATH
THISTLEWOOD ROAD
FEATHERGRASS OAK BEND
DESERT SUNFLOWER TRAIL
WILDWOOD BLOOM ROAD
FERNLEAF WAY
WATER SPROUT COVE
PECAN TREE WAY
CANYON WREN DRIVE
CREEK CLUTCH DRIVE

BLOCK R
BLOCK S
BLOCK U
BLOCK A
BLOCK Q
BLOCK F
BLOCK E
BLOCK G
BLOCK B

MATCH SHEET 3

KEY MAP
N.T.S.

*SEE SHEET 4 FOR LINE AND CURVE TABLES

GRAPHIC SCALE 100'

LEGEND

- PROPERTY LINE
- PHASE LINE
- CITY OF GEORGETOWN ETJ LIMITS
- 632 EXISTING CONTOUR
- BUILDING SETBACK LINE
- PROPOSED LOT LINE
- PROPOSED RIGHT OF WAY
- PROPOSED STREET CENTERLINE
- W PROPOSED WATER LINE
- WW PROPOSED WASTEWATER LINE
- PROPOSED FIRE HYDRANT
- PROPOSED WW MANHOLE
- PROPOSED 4' SIDEWALK (UNLESS NOTED OTHERWISE)
- CLUSTER MAILBOX KIOSK
- SIGHT DISTANCE EASEMENT

No.	REVISIONS	DATE	BY

Kimley»Horn

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08/25/2025

STATE OF TEXAS
ALEJANDRO EDUARDO GIL
103084
LICENSED
PROFESSIONAL ENGINEER

KHA PROJECT	069291601
DATE	AUGUST 2025
SCALE:	AS SHOWN
DESIGNED BY:	DPD
DRAWN BY:	DPD
CHECKED BY:	AEG

PRELIMINARY PLAT (SHEET 1 OF 4)

NOLINA
PHASE 4 & 5
PRELIMINARY PLAN
WILLIAMSON COUNTY, TEXAS

SHEET NUMBER
2

Plotted By:Duffy, Daniel Date:August 25, 2025 10:28:41am File Path:K:\AUS_Civil\069291601 Benton – JDS\PHASE 4\Civil\Preliminary\PlanSheets\C-Preliminary Plat.dwg
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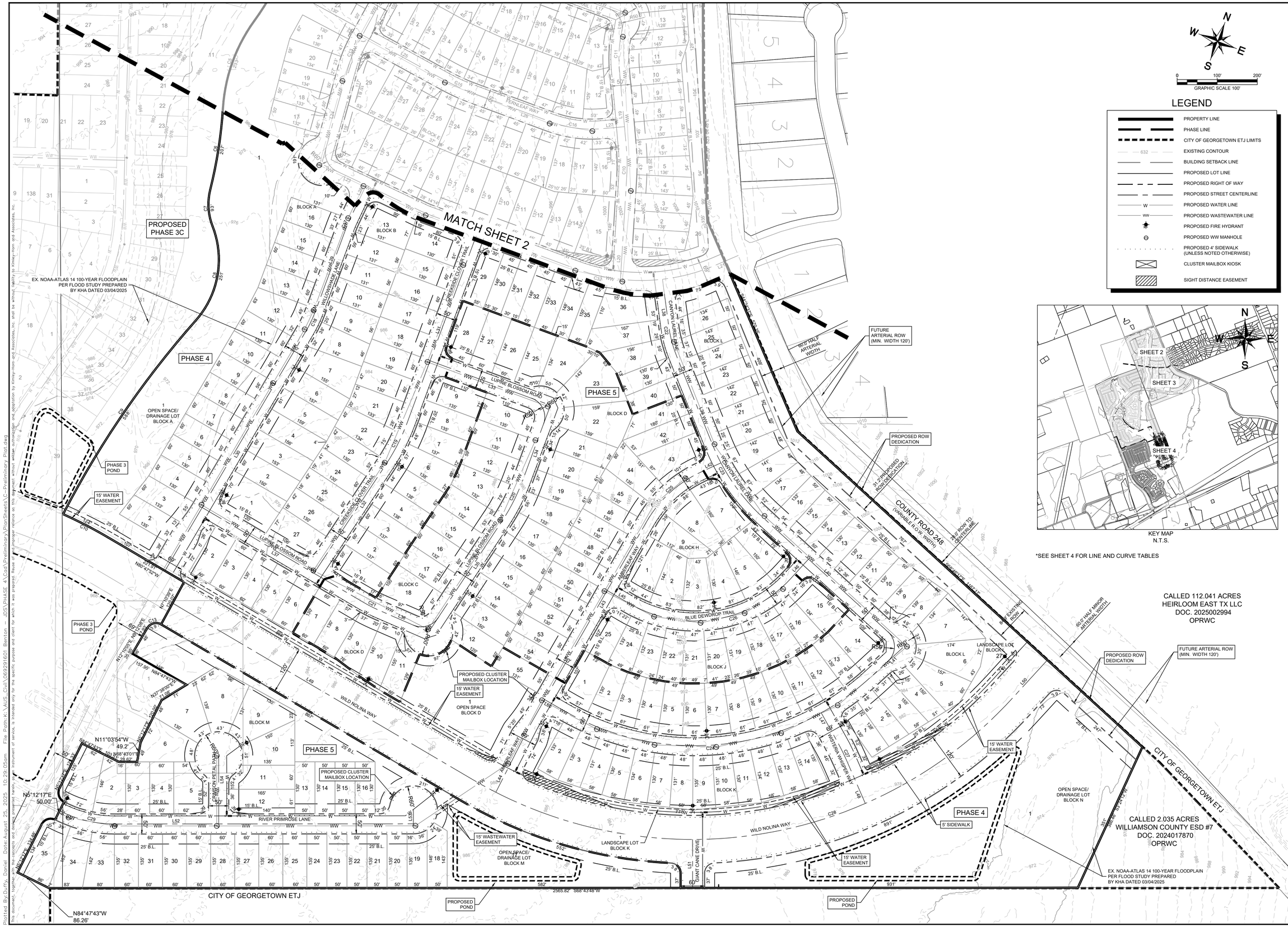

LEGEND

- PROPERTY LINE
- PHASE LINE
- CITY OF GEORGETOWN ETJ LIMITS
- 632 EXISTING CONTOUR
- BUILDING SETBACK LINE
- PROPOSED LOT LINE
- PROPOSED RIGHT OF WAY
- PROPOSED STREET CENTERLINE
- W PROPOSED WATER LINE
- WW PROPOSED WASTEWATER LINE
- PROPOSED FIRE HYDRANT
- PROPOSED WW MANHOLE
- PROPOSED 4' SIDEWALK (UNLESS NOTED OTHERWISE)
- CLUSTER MAILBOX KIOSK
- SIGHT DISTANCE EASEMENT

KEY MAP
N.T.S.

*SEE SHEET 4 FOR LINE AND CURVE TABLES

No.	REVISIONS	DATE	BY

Kimley»Horn
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08/25/2025

ALEJANDRO EMILIO RODRIGUEZ
104254
LICENSED
PROFESSIONAL ENGINEER

KHA PROJECT 069291601	DATE AUGUST 2025	SCALE: AS SHOWN	DESIGNED BY: DPD	DRAWN BY: DPD	CHECKED BY: AEG

PRELIMINARY PLAT (SHEET 2 OF 4)

NOLINA
PHASE 4 & 5
PRELIMINARY PLAN
WILLIAMSON COUNTY, TEXAS

SHEET NUMBER
3

Plotted By:Duffy, Daniel Date:August 25, 2025 10:29:05am File Path:K:\AUS_Civil\069291601 Benton - 005\PHASE 4\Civil\Preliminary\PlanSheets\C-Preliminary Plat.dwg
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BOUNDARY LINE AND CURVE TABLES

LINE TABLE		
LINE	LENGTH	BEARING
L1	4.02	S69°31'06.68"W

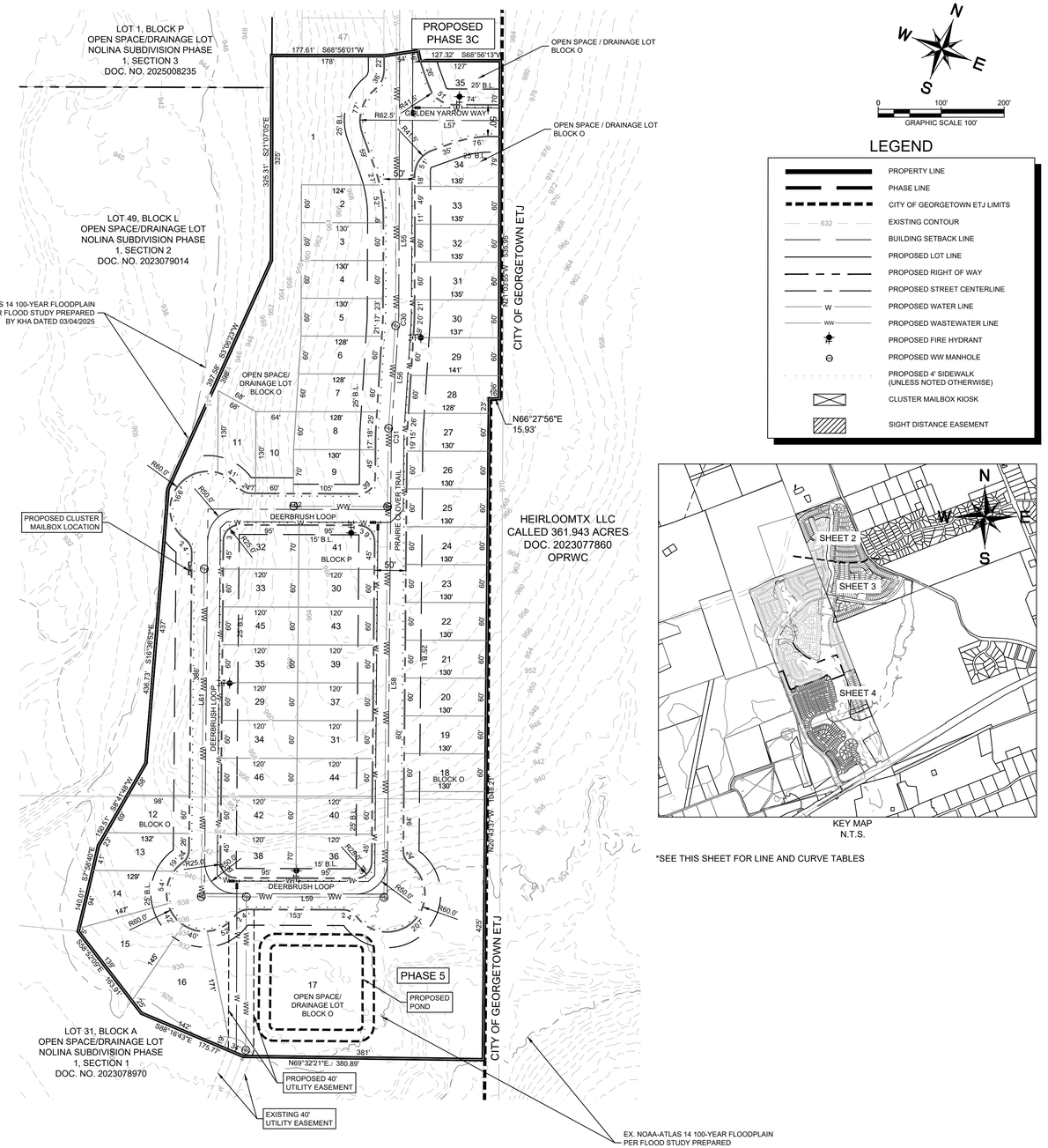
CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	386.17'	246.41'	N2°05'43"E	242.25'	36°33'35"	127.56'
C2	481.98'	212.85'	N6°23'01"E	211.12'	25°18'10"	108.19'
C3	383.61'	217.85'	N10°00'06"E	214.94'	32°32'19"	111.95'
C5	414.37'	233.41'	N1°28'44"W	230.33'	32°16'25"	119.89'
C6	1130.35'	206.93'	N12°24'35"W	206.65'	10°29'21"	103.76'
C7	150.94'	93.07'	N24°56'41"W	91.60'	35°19'41"	48.07'
C8	228.46'	250.64'	N11°10'48"W	238.26'	62°51'28"	139.61'
C9	2376.00'	587.63'	N13°09'50"E	586.13'	14°10'13"	295.32'
C10	1140.00'	124.33'	N83°55'20"W	124.26'	6°14'55"	62.22'
C11	275.00'	138.69'	S49°03'32"E	137.23'	28°53'47"	70.85'
C12	324.80'	101.39'	N54°06'41"W	100.97'	17°53'05"	51.11'
C13	25.00'	39.27'	N54°12'08"E	35.36'	90°00'00"	25.00'
C14	431.67'	43.59'	N16°08'31"E	43.57'	5°47'10"	21.81'

STREET LINE AND CURVE TABLES

LINE TABLE		
LINE	LENGTH	BEARING
L1	1038.04	S69°26'45.07"W
L2	236.01	S20°28'53.32"E
L3	535.54	N69°31'06.68"E
L4	47.00	S21°06'44.56"E
L5	71.31	N50°44'49.35"E
L6	54.31	N59°31'07.96"E
L7	469.65	N21°06'44.56"W
L8	73.02	N9°23'56.77"E
L9	99.47	N7°20'32.18"W
L10	115.38	S82°39'27.82"W
L11	102.24	S68°03'19.82"W
L12	467.40	N7°27'20.78"E
L13	293.67	S82°32'39.22"E
L14	189.39	N68°35'08.03"E
L15	427.28	S82°32'39.22"E
L16	206.94	N82°32'39.22"W
L17	257.54	S89°01'06.12"W
L18	55.39	N10°51'14.58"W
L19	195.36	N26°20'59.52"W
L20	256.08	N17°44'47.79"W
L21	62.28	S45°35'22.67"W
L22	391.66	S89°01'06.12"W
L23	278.32	N85°53'57.22"W
L24	248.26	N5°53'57.22"W
L25	237.55	S82°32'39.22"E
L26	206.43	N89°01'06.12"E
L27	54.57	N63°39'00.48"E
L28	93.70	S4°06'02.78"W
L29	218.79	S0°58'53.88"E
L30	695.89	S9°12'07.58"W
L31	506.34	N0°58'53.88"W
L32	327.21	N12°12'42.22"E
L33	320.19	S89°01'06.12"W
L34	199.48	N0°58'53.88"W
L35	330.69	N12°12'42.22"E

LINE TABLE		
LINE	LENGTH	BEARING
L36	138.94	S87°47'17.78"E
L37	470.24	S80°47'52.42"E
L38	118.33	S28°56'40.11"E
L39	238.03	S43°18'25.13"E
L40	476.72	S68°46'22.02"E
L41	112.43	S26°09'37.63"W
L42	55.08	N44°07'07.37"E
L43	567.66	N8°34'14.22"E
L44	181.11	N5°45'16.63"E
L45	61.62	S80°47'52.42"E
L46	66.16	N21°13'37.98"E
L47	83.29	N50°24'29.38"W
L48	119.22	N44°47'17.43"W
L49	869.29	S80°47'52.42"E
L50	131.56	N21°13'37.98"E
L51	120.95	S21°16'59.37"E
L52	745.54	N68°43'00.63"E
L53	35.00	N21°16'59.37"W
L54	170.32	N21°16'59.37"W
L55	407.67	S21°03'59.01"E
L56	165.76	S17°33'54.18"E
L57	160.08	N68°56'13.04"E
L58	722.03	S20°43'36.93"E
L59	290.01	N68°56'00.99"E
L60	58.42	N81°25'45.78"W
L61	610.01	S20°43'36.93"E
L62	290.01	S68°56'00.99"W

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	1080.00'	1075.00'	S40°55'50"W	1031.17'	57°01'49"	586.76'
C2	300.00'	98.29'	N60°07'58"E	97.85'	18°46'17"	49.59'
C3	300.00'	45.93'	N55°07'59"E	45.88'	8°46'19"	23.01'
C4	300.00'	221.98'	N42°18'35"W	216.95'	42°23'41"	116.35'
C5	300.00'	87.66'	N1°01'42"E	87.35'	16°44'29"	44.14'
C6	525.00'	133.80'	S75°21'24"W	133.44'	14°36'08"	67.26'
C7	300.00'	77.48'	N0°03'24"E	77.27'	14°47'53"	38.96'
C8	500.00'	251.94'	N83°01'14"E	249.28'	28°52'13"	128.70'
C9	300.00'	149.58'	N83°10'18"E	148.04'	28°34'05"	76.38'
C10	500.00'	75.08'	N22°02'54"W	75.01'	8°36'12"	37.61'
C11	300.00'	81.14'	N18°36'07"W	80.89'	15°29'45"	40.82'
C12	600.00'	88.36'	N86°45'47"W	88.28'	8°26'15"	44.26'
C13	300.00'	69.93'	N0°46'42"E	69.77'	13°21'18"	35.12'
C14	188.00'	16.68'	N88°26'26"W	16.67'	5°04'57"	8.34'
C15	500.00'	73.63'	S86°45'47"E	73.56'	8°26'15"	36.88'
C16	300.00'	132.83'	N76°20'03"E	131.75'	25°22'06"	67.52'
C17	300.00'	26.61'	S1°33'34"W	26.60'	5°04'57"	13.31'
C18	300.00'	53.32'	S4°06'37"W	53.25'	10°11'01"	26.73'
C19	500.00'	115.13'	N5°36'54"E	114.88'	13°11'36"	57.82'
C20	500.00'	115.13'	N5°36'54"E	114.88'	13°11'36"	57.82'
C21	300.00'	36.60'	S84°17'35"E	36.58'	6°59'25"	18.32'
C22	312.50'	78.54'	S36°06'25"E	78.33'	14°24'01"	39.48'
C23	500.00'	222.23'	S56°02'24"E	220.41'	25°27'57"	112.98'
C24	650.00'	821.47'	S62°21'56"W	767.88'	72°24'37"	475.82'
C25	300.00'	186.13'	N26°20'41"E	183.16'	35°32'53"	96.17'
C26	325.00'	442.30'	N60°12'53"E	408.95'	77°58'30"	263.06'
C27	500.00'	49.04'	N47°35'53"W	49.02'	5°37'12"	24.54'
C28	1080.00'	1469.79'	N60°12'53"E	1358.96'	77°58'30"	874.17'
C29	300.00'	138.69'	N81°57'39"E	137.46'	26°29'16"	70.61'
C30	300.00'	18.33'	S19°18'57"E	18.33'	3°30'05"	9.17'
C31	300.00'	16.56'	S19°08'46"E	16.55'	3°09'43"	8.28'
C32	470.00'	356.25'	S67°18'14"W	347.78'	43°25'43"	187.17'



KEY MAP
N.T.S.

*SEE THIS SHEET FOR LINE AND CURVE TABLES

0 100' 200'
GRAPHIC SCALE 100'

LEGEND

- PROPERTY LINE
- PHASE LINE
- CITY OF GEORGETOWN ETJ LIMITS
- 632 EXISTING CONTOUR
- BUILDING SETBACK LINE
- PROPOSED LOT LINE
- PROPOSED RIGHT OF WAY
- PROPOSED STREET CENTERLINE
- W PROPOSED WATER LINE
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- PROPOSED FIRE HYDRANT
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- PROPOSED 4' SIDEWALK (UNLESS NOTED OTHERWISE)
- CLUSTER MAILBOX KIOSK
- SIGHT DISTANCE EASEMENT

No.	REVISIONS	DATE	BY

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08/25/2025

STATE OF TEXAS
ALEJANDRO VEGA GRANADOS RICO
103254
LICENSED
PROFESSIONAL ENGINEER

KHA PROJECT 069291601	
DATE:	AUGUST 2025
SCALE:	AS SHOWN
DESIGNED BY:	DPD
DRAWN BY:	DPD
CHECKED BY:	AEG

PRELIMINARY PLAT
(SHEET 3 OF 4)

NOLINA
PHASE 4 & 5
PRELIMINARY PLAN
WILLIAMSON COUNTY, TEXAS

SHEET NUMBER
4

Plotted By:Duffy, Daniel Date:August 25, 2025 10:29:44am File Path:K:\AUS_Civil\069291601 Benton — JDS\PHASE 4\Cad\Preliminary\PlanSheets\C-Preliminary Plat.dwg
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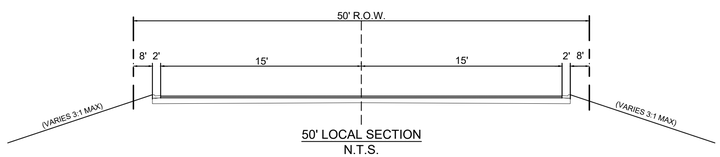
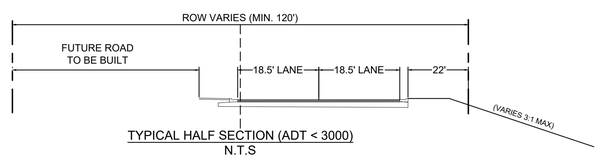
STREET DESIGN TABLE								
STREET NAME	**CLASSIFICATION**	**DESIGN SPEED**	**LENGTH**	**R.O.W. WIDTH**	**PAVEMENT WIDTH**	**RURAL/URBAN**	**MAINTENANCE AUTHORITY**	**SIDEWALK**
WILD NOLINA WAY	ARTERIAL	45 MPH	2471'	120'	*37 LF (LOG-LOG)	URBAN	PUBLIC	5' BOTH SIDES
LAUREL BRANCH TRAIL	LOCAL	25 MPH	1519'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC	4' BOTH SIDES
WHITE BLUEBONNET STREET	LOCAL	25 MPH	47'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC	4' BOTH SIDES
PRAIRIE CLOVER TRAIL	LOCAL	25 MPH	1330'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC	4' BOTH SIDES
WILLOWSHADE LANE	MINOR COLLECTOR	35 MPH	183'	69'	2 - 18.5 LF LANES (LOG-LOG) W/ 9' MEDIAN	URBAN	PUBLIC	4' BOTH SIDES
	LOCAL	25 MPH	912'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC	4' BOTH SIDES
LUPINE BLOSSOM ROAD	LOCAL	25 MPH	1611'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC	4' BOTH SIDES
CREEKSIDE CLOVER TRAIL	LOCAL	25 MPH	956'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC	4' BOTH SIDES
WILDWOOD BLOOM ROAD	MINOR COLLECTOR	35 MPH	163'	69'	2 - 18.5 LF LANES (LOG-LOG) W/ 9' MEDIAN	URBAN	PUBLIC	4' BOTH SIDES
	LOCAL	25 MPH	1756'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC	4' BOTH SIDES
AMBERLEAF WAY	MINOR COLLECTOR	35 MPH	261'	69'	2 - 18.5 LF LANES (LOG-LOG) W/ 9' MEDIAN	URBAN	PUBLIC	4' BOTH SIDES
	LOCAL	25 MPH	764'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC	4' BOTH SIDES
CANYON LAUREL LANE	LOCAL	25 MPH	2118'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC	4' BOTH SIDES
BLUE DEWDROP TRAIL	LOCAL	25 MPH	570'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC	4' BOTH SIDES
WISTERIA WHISPER WAY	MINOR COLLECTOR	35 MPH	252'	69'	2 - 18.5 LF LANES (LOG-LOG) W/ 9' MEDIAN	URBAN	PUBLIC	4' BOTH SIDES
GIANT CANE DRIVE	MINOR COLLECTOR	35 MPH	121'	60'	37 LF (LOG-LOG)	URBAN	PUBLIC	4' BOTH SIDES
RIVER PRIMROSE LANE	LOCAL	25 MPH	923'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC	4' BOTH SIDES
CRIMSON PETAL PATH	LOCAL	25 MPH	170'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC	4' BOTH SIDES
GOLDEN YARROW WAY	LOCAL	25 MPH	160'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC	4' BOTH SIDES
DEERBRUSH LOOP	LOCAL	25 MPH	1190'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC	4' BOTH SIDES
DESERT SUNFLOWER TRAIL	LOCAL	25 MPH	1203'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC	4' BOTH SIDES
FERNLEAF WAY	LOCAL	25 MPH	705'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC	4' BOTH SIDES
THISTLEWOOD DRIVE	LOCAL	25 MPH	805'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC	4' BOTH SIDES
SILVER SAGE WAY	LOCAL	25 MPH	294'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC	4' BOTH SIDES
GOLDEN PLUME PATH	MINOR COLLECTOR	35 MPH	382'	60'	37 LF (LOG-LOG)	URBAN	PUBLIC	4' BOTH SIDES
HONEYSUCKLE STAR LANE	MINOR COLLECTOR	35 MPH	236'	69'	2 - 18.5 LF LANES (LOG-LOG) W/ 9' MEDIAN	URBAN	PUBLIC	4' BOTH SIDES
VELVET ASH TRAIL	ARTERIAL	45 MPH	BY OTHERS	120'	BY OTHERS	URBAN	PUBLIC	BY OTHERS

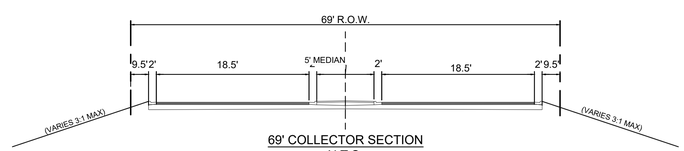
NOTE: MINIMUM R.O.W. WIDTH FOR MINOR COLLECTOR IS 60'.
*PAVEMENT WIDTH BASED ON ESTIMATED AVERAGE DAILY TRIPS AND WILLIAMSON COUNTY SUBDIVISION REGULATIONS AS OF DECEMBER 7TH, 2021.



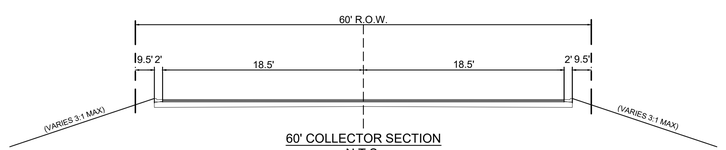
50' LOCAL SECTION
N.T.S.



TYPICAL HALF SECTION (ADT < 3000)
N.T.S



69' COLLECTOR SECTION
N.T.S.



60' COLLECTOR SECTION
N.T.S.

Plotted By:Duffy, Daniel Date:August 25, 2025 10:29:55am File Path:K:\AUS_Civil\069291601 Benton – JOS\PHASE 4\Cad\Preliminary\PlanSheets\C-Preliminary Plat.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, CAMPUS IV, SUITE 200, AUSTIN, TX 78759
PHONE: 512-418-1771
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-928

08/25/2025

STATE OF TEXAS
ALEJANDRO ENRIQUE GONZALEZ
105154
LICENSED
PROFESSIONAL ENGINEER

KHA PROJECT 069291601	
DATE:	AUGUST 2025
SCALE:	AS SHOWN
DESIGNED BY:	DPD
DRAWN BY:	DPD
CHECKED BY:	AEG

PRELIMINARY PLAT
(SHEET 4 OF 4)

NOLINA
PHASE 4 & 5
PRELIMINARY PLAN
WILLIAMSON COUNTY, TEXAS

SHEET NUMBER
5

Commissioners Court - Regular Session **40.**

Meeting Date: 09/09/2025

Final Plat for the Lopez-Deleon 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 Lopez-Deleon subdivision – Precinct 4.

Background

This subdivision consists of 2 lots and no roads on 10.02 acres. It meets the requirements of a minor plat as defined in the subdivision regulations.

Timeline

2024-06-21 – initial submittal of the final plat
2024-07-22 – 1st review complete with comments
2024-09-04 – 2nd submittal of final plat
2024-09-11 – 2nd review complete with comments
2024-09-25 – 3rd submittal of final plat
2024-10-10 – 3rd review complete with comments
2025-02-17 – 4th submittal of final plat
2025-02-28 – 4th review complete with comments
2025-04-28 – 5th submittal of final plat
2025-05-12 – 5th review complete with comments
2025-05-23 – 6th submittal of final plat
2025-06-03 – 6th review complete with comments
2025-08-22 – 7th submittal of final plat
2025-08-25 – 7th review complete with comments cleared
2025-09-02 – receipt of final plat with signatures
2025-09-02 – final plat placed on September 9th, 2025, Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Final Plat (minor) - Lopez Deleon

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/02/2025 04:54 PM
Form Started By: Misti Schulz		Started On: 09/02/2025 11:25 AM
Final Approval Date: 09/02/2025		

SUBDIVISION PLAT OF
LOPEZ–DELEON SUBDIVISION

LEGEND

- ● 1/2" IRON ROD FOUND
- INSIGNIA ● IRON ROD WITH CAP FOUND *(INSIGNIA NOTED)*
- ○ IRON ROD WITH G&R CAP SET
- (XXX) RECORD INFORMATION

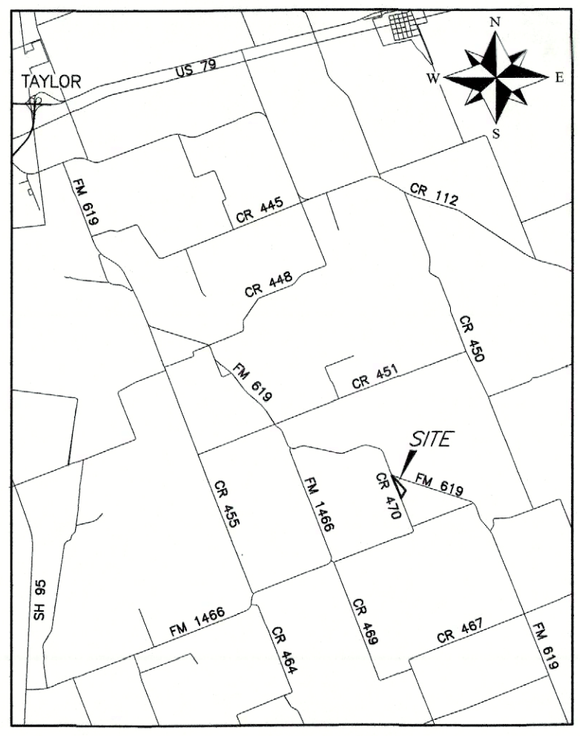
N
W E
S

1"=100'

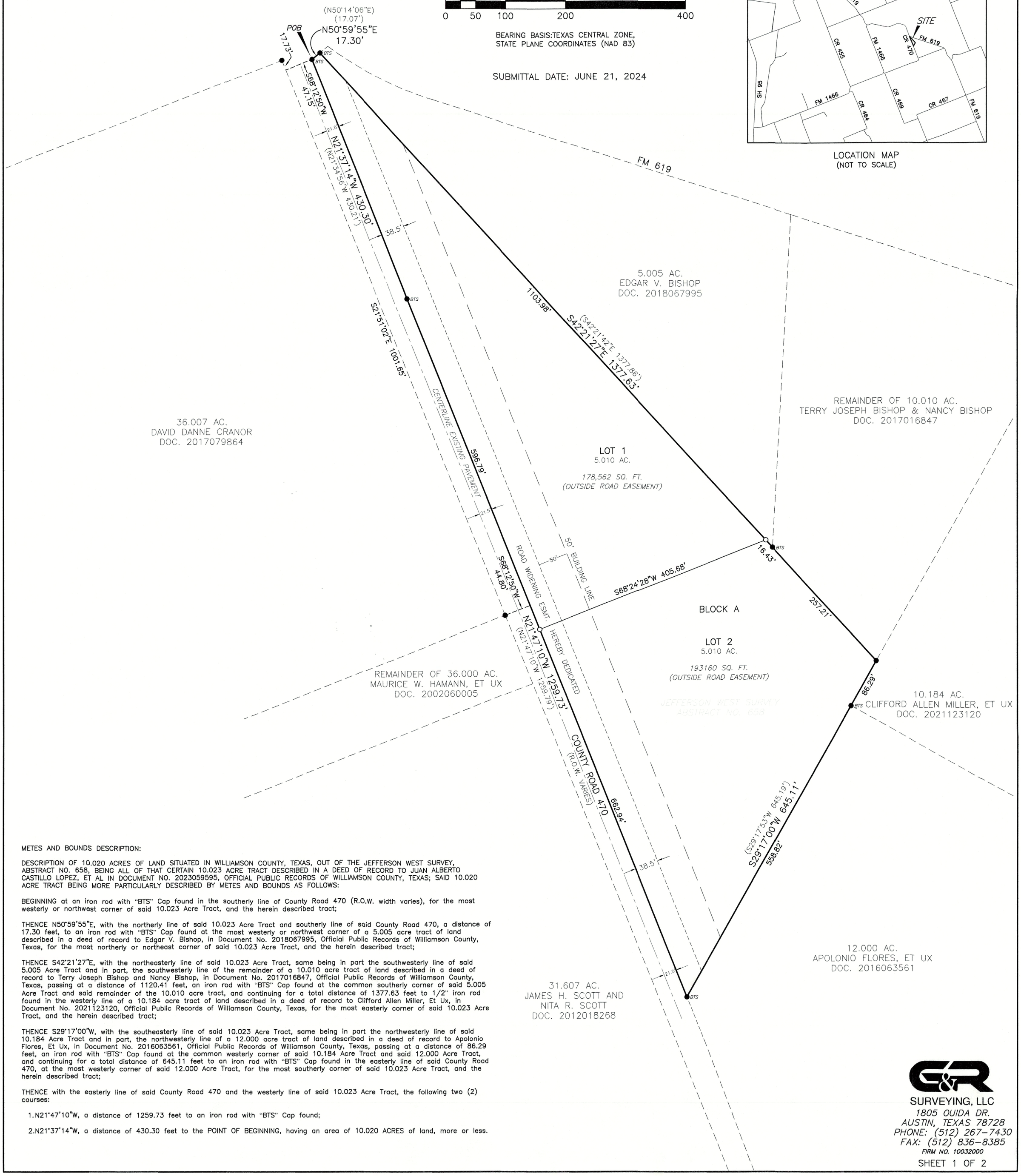
0 50 100 200 400

BEARING BASIS:TEXAS CENTRAL ZONE,
STATE PLANE COORDINATES (NAD 83)

SUBMITTAL DATE: JUNE 21, 2024



LOCATION MAP
(NOT TO SCALE)



METES AND BOUNDS DESCRIPTION:

DESCRIPTION OF 10.020 ACRES OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, OUT OF THE JEFFERSON WEST SURVEY, ABSTRACT NO. 658, BEING ALL OF THAT CERTAIN 10.023 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO JUAN ALBERTO CASTILLO LOPEZ, ET AL IN DOCUMENT NO. 2023059595, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 10.020 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with "BTS" Cap found in the southerly line of County Road 470 (R.O.W. width varies), for the most westerly or northwest corner of said 10.023 Acre Tract, and the herein described tract;

THENCE N50°59'55"E, with the northerly line of said 10.023 Acre Tract and southerly line of said County Road 470, a distance of 17.30 feet, to an iron rod with "BTS" Cap found at the most westerly or northwest corner of a 5.005 acre tract of land described in a deed of record to Edgar V. Bishop, in Document No. 2018067995, Official Public Records of Williamson County, Texas, for the most northerly or northeast corner of said 10.023 Acre Tract, and the herein described tract;

THENCE S42°21'27"E, with the northeasterly line of said 10.023 Acre Tract, same being in part the southwesterly line of said 5.005 Acre Tract and in part, the southwesterly line of the remainder of a 10.010 acre tract of land described in a deed of record to Terry Joseph Bishop and Nancy Bishop, in Document No. 2017016847, Official Public Records of Williamson County, Texas, passing at a distance of 1120.41 feet, an iron rod with "BTS" Cap found at the common southerly corner of said 5.005 Acre Tract and said remainder of the 10.010 acre tract, and continuing for a total distance of 1377.63 feet to 1/2" iron rod found in the westerly line of a 10.184 acre tract of land described in a deed of record to Clifford Allen Miller, Et Ux, in Document No. 2021123120, Official Public Records of Williamson County, Texas, for the most easterly corner of said 10.023 Acre Tract, and the herein described tract;

THENCE S29°17'00"W, with the southeasterly line of said 10.023 Acre Tract, same being in part the northwesterly line of said 10.184 Acre Tract and in part, the northwesterly line of a 12.000 acre tract of land described in a deed of record to Apolonio Flores, Et Ux, in Document No. 2016063561, Official Public Records of Williamson County, Texas, passing at a distance of 86.29 feet, an iron rod with "BTS" Cap found at the common westerly corner of said 10.184 Acre Tract and said 12.000 Acre Tract, and continuing for a total distance of 645.11 feet to an iron rod with "BTS" Cap found in the easterly line of said County Road 470, at the most westerly corner of said 12.000 Acre Tract, for the most southerly corner of said 10.023 Acre Tract, and the herein described tract;

THENCE with the easterly line of said County Road 470 and the westerly line of said 10.023 Acre Tract, the following two (2) courses:

1. N21°47'10"W, a distance of 1259.73 feet to an iron rod with "BTS" Cap found;

2. N21°37'14"W, a distance of 430.30 feet to the POINT OF BEGINNING, having an area of 10.020 ACRES of land, more or less.

G&R SURVEYING, LLC
1805 OUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267–7430
FAX: (512) 836–8385
FIRM NO. 10032000

SUBDIVISION PLAT OF
LOPEZ–DELEON SUBDIVISION

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

I, JUAN ALBERTO CASTILLO LOPEZ, CO–OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2023059595 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, 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 LOPEZ–DELEON SUBDIVISION.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS THE 21st DAY OF August, 2025.

Juan A Castillo
OWNER SIGNATURE
JUAN ALBERTO CASTILLO LOPEZ, CO–OWNER
1905 COUNTY ROAD 470, THRALL, TX. 76578

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED JUAN ALBERTO CASTILLO LOPEZ, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 21st DAY OF August, 2025.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: 08-29-2028

HECTOR ALEXIS MOLINA
Notary Public, State of Texas
Comm. Expires 08-29-2028
Notary ID 135065952

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

I, LAURA NATALIA GIRON DELEON, CO–OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2023059595 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, 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 LOPEZ–DELEON SUBDIVISION.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS THE 21st DAY OF August, 2025.

Laura Nsiron
OWNER SIGNATURE
LAURA NATALIA GIRON DELEON, CO–OWNER
1905 COUNTY ROAD 470, THRALL, TX. 76578

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED LAURA NATALIA GIRON DELEON, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 21st DAY OF August, 2025.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: 08-29-2028

HECTOR ALEXIS MOLINA
Notary Public, State of Texas
Comm. Expires 08-29-2028
Notary ID 135065952

STATE OF TEXAS:
COUNTY OF Williamson:

I, SANDRA CAROLINA VICENTE LOPEZ, CO–OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2023059595 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, 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 LOPEZ–DELEON SUBDIVISION.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS THE 21st DAY OF August, 2025.

OWNER SIGNATURE
SANDRA CAROLINA VICENTE LOPEZ, CO–OWNER
1905 COUNTY ROAD 470, THRALL, TX. 76578

HECTOR ALEXIS MOLINA
Notary Public, State of Texas
Comm. Expires 08-29-2028
Notary ID 135065952

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED SANDRA CAROLINA VICENTE LOPEZ, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 21st DAY OF August, 2025.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: 08-29-2028

HECTOR ALEXIS MOLINA
Notary Public, State of Texas
Comm. Expires 08-29-2028
Notary ID 135065952

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

WE, APOLONIO FLORES AND MARIA C. FLORES, LIEN HOLDERS OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED OF TRUST RECORDED IN DOCUMENT NO. 2023059596 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, 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 LOPEZ–DELEON SUBDIVISION.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS THE 24 DAY OF July, 2025.

LIEN HOLDER OWNER SIGNATURE
APOLONIO FLORES
560 COUNTY ROAD 455, COUPLAND, TX. 78615

TO CERTIFY WHICH, WITNESS BY MY HAND THIS THE 24 DAY OF July, 2025.

LIEN HOLDER OWNER SIGNATURE
MARIA C. FLORES
560 COUNTY ROAD 455, COUPLAND, TX. 78615

STATE OF TEXAS:
COUNTY OF Williamson

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED APOLONIO FLORES, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 24 DAY OF July, 25.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: 7-28-29

SYLVIA SCHMIDT
ID # 125378100
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
07-28-2029

STATE OF TEXAS:
COUNTY OF Williamson:

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED MARIA C. FLORES, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 24 DAY OF July, 25.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: 7-28-29

SYLVIA SCHMIDT
ID # 125378100
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
07-28-2029

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.

   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.

2. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.

3. WATER SERVICE IS PROVIDED BY MANVILLE WATER SUPPLY CORPORATION. WASTEWATER SERVICE IS PROVIDED BY ON–SITE SEWAGE FACILITY.

4. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT–OF–WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT–OF–WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, IT'S OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.

5. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT–OF–WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.

6. NO LOT IN THIS SUBDIVISION ARE ENCROACHED BY A SPECIAL FLOOD HAZARD AREA INUNDATED BY THE 100–YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0725F, EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.

7. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.

8. THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON–SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.3, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON–SITE STORMWATER DETENTION IF ALL LOTS ARE 2 ACRES OR MORE AND LESS THAN 20% OF IMPERVIOUS COVER PER LOT.

9. NO LOT IN THIS SUBDIVISION IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

10. THE PROPOSED SUBDIVISION COMPLIES WITH THE WILLIAMSON COUNTY LONG RANGE TRANSPORTATION PLAN.

11. 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.

12. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

13. RIGHT OF WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT, OR MAINTENANCE OF THE ADJACENT ROAD.

14. MAXIMUM OF 20 % IMPERVIOUS COVER PER LOT, OTHERWISE STORMWATER MANAGEMENT CONTROLS SHALL BE DESIGNED, CONSTRUCTED AND MAINTAINED BY OWNER. IF IMPERVIOUS COVER IS PROPOSED TO EXCEED MAXIMUM PERCENTAGE ALLOWED, CONTACT WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATION TO REVIEW THE STORMWATER MANAGEMENT CONTROLS PROPOSED ON LOT.

15. THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CAN BE MADE AT ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA). RECREATIONAL VEHICLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BFE.

16. 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.

17. 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.

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

I, PHILLIP L. MCLAUGHLIN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION REGULATIONS ADOPTED BY WILLIAMSON COUNTY, TEXAS. THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT WILLIAMSON COUNTY, TEXAS, THIS 30th DAY OF July, 2025.

PHILLIP L. MCLAUGHLIN
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5300 STATE OF TEXAS

STATE OF TEXAS
REGISTERED
PHILLIP L. MCLAUGHLIN
5300
PROFESSIONAL
LAND SURVEYOR

ROAD NAME AND 911 ADDRESSING APPROVAL:

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 25th DAY OF July, 2025 A.D.

TeresaBaker
WILLIAMSON COUNTY ADDRESSING COORDINATOR

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLAT 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 WITHIN IT.

ADAM D. BOATRIGHT, PE
WILLIAMSON COUNTY ENGINEER

09/02/2025
DATE

STATE OF TEXAS:
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

THE STATE OF TEXAS:
COUNTY OF WILLIAMSON:

I, NANCY E. RISTER, CLERK OF WILLIAMSON COUNTY, TEXAS 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

G&R
SURVEYING, LLC
1805 OUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267–7430
FAX: (512) 836–8385
FIRM NO. 10032000

Commissioners Court - Regular Session **41.**

Meeting Date: 09/09/2025

Sonterra Boulevard Temporary Closure and Detour Plan

Submitted By: Julissa Romero, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding the temporary closure of Sonterra Boulevard at IH 35 NB Frontage Road, in Jarrell, TX for roadway construction.

Background

The proposed roadway closure and detour of Sonterra Boulevard, at the intersection of IH 35 NB Frontage Road, is necessary to create a safer work zone and expedite construction of the roadway intersection project. Allowing the intersection to be closed will accelerate the construction timeline significantly; it will also create a safer work zone for the contractor and field teams, and will allow the contractor to place materials in one step instead of in pieces. This intersection has heavy truck traffic making tight right turns, which would hinder work zone activities and risk safety.

The closure will start on or around 9/15/2025 and will continue for approximately 6 weeks. The additional time traveling the detour is approximately one minute.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SonterraBlvd Detour Plan

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/29/2025 03:07 PM
Form Started By: Julissa Romero		Started On: 08/27/2025 07:30 AM
Final Approval Date: 08/29/2025		

GENERAL NOTES:

1. ALL TTC DEVICES SHALL BE SET IN ACCORDANCE WITH THE TMUTCD AND APPLICABLE GOVERNING ENTITY GUIDELINES.
2. CONTRACTOR SHALL NOT STORE EQUIPMENT OR MATERIALS OR LEAVE ANY OPEN EXCAVATION IN THE CLEAR ZONE DURING NON-WORK HOURS UNLESS PROPERLY PROTECTED.
3. CONTRACTOR SHALL COORDINATE WITH ALL AFFECTED PROPERTY OWNERS AND BUSINESSES PRIOR TO STARTING WORK.

SITE ACCESS & PROTECTION:
PROTECTION OF SITE IS CONTRACTORS RESPONSIBILITY. CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE THAT ALL EQUIPMENT, EXCAVATION, MATERIALS ETC. THAT ARE EXPOSED TO VEHICULAR TRAFFIC, BICYCLISTS AND / OR PEDESTRIANS, WHEN WORKERS ARE NOT PRESENT, IS PROPERLY PROTECTED.

CONTRACTOR TO PROVIDE TRANSITION GRADING AT ALL PAVEMENT DROP-OFFS ADJACENT TO TRAFFIC WHEN THE DROP-OFF IS GREATER THAN 2 INCHES.

LEGEND

- PROP. WORK SPACE / ACTIVITY AREA
- PROP. SIGN
- PROP. TEMPORARY TRAFFIC BARRIER
- PROP. BARRICADE - TYPE 3
- PROP. CHANNELIZING DEVICE

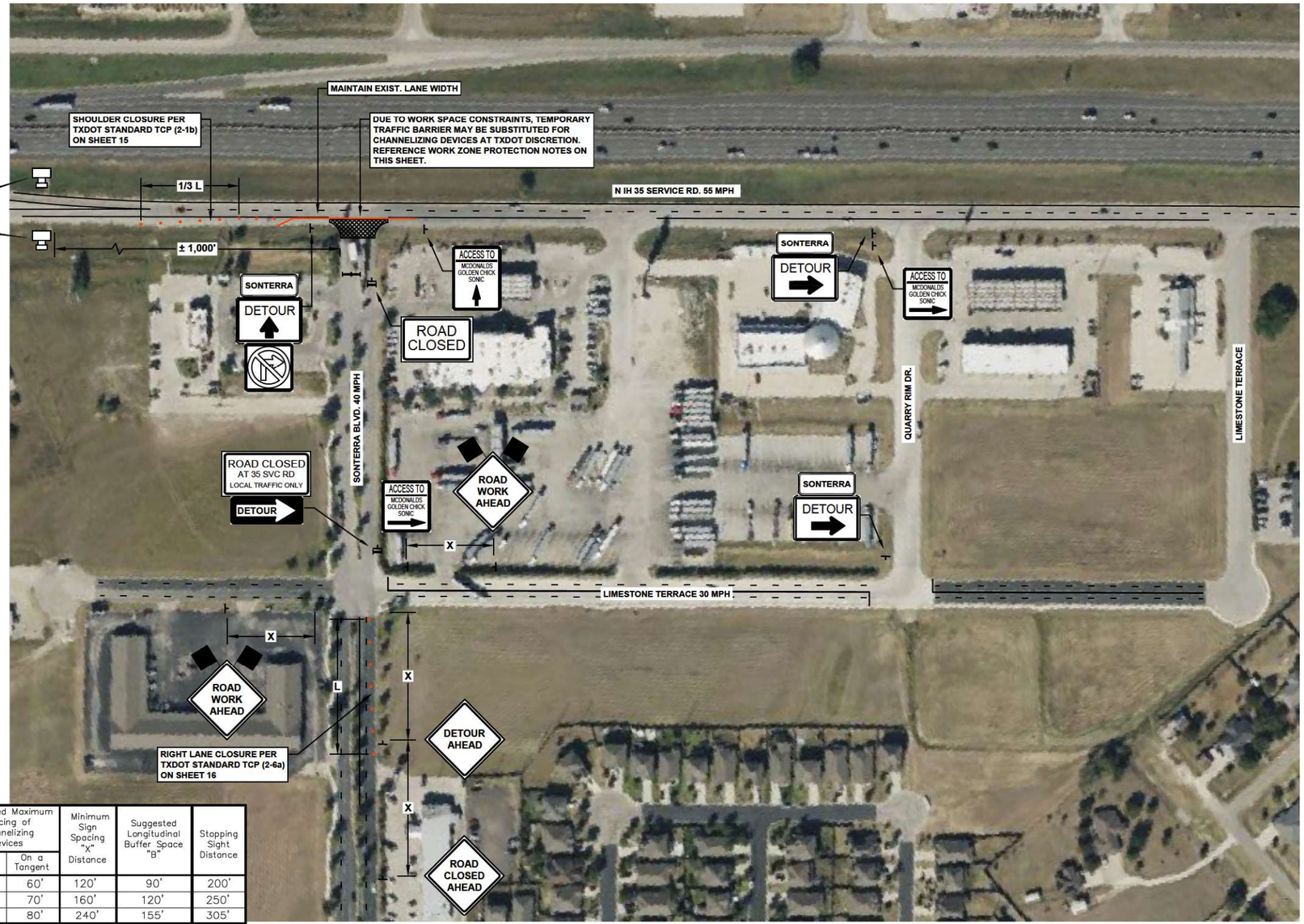
MESSAGE BOARD DETAILS

SET MESSAGE BOARD ONE WEEK PRIOR TO STARTING WORK.

FRAME 1: SONTERRA BLVD. CLOSED

FRAME 2: "DATE" THRU "DATE"

FRAME 3: FOLLOW DETOUR



Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L=WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

NOT TO SCALE

STATE OF TEXAS
MILAN URUKALO
88901
REGISTERED PROFESSIONAL ENGINEER
8/22/2025

ENCO CONSULTING
1100 Lakeway Drive,
Suite 100
Lakeway, Texas 78734
Office: 512-261-3001
TX BOARD FIRM #F-6745

IH 35 FRNTG. RD. & SONTERRA BLVD. DRIVEWAY RECONSTRUCTION

TEMPORARY TRAFFIC CONTROL

MILLS CONSTRUCTION LLC

SHEET INFORMATION
DATE: 8/22/2025
SHEET: 3

TRAFFIC CONTROL PLAN

Commissioners Court - Regular Session **42.**

Meeting Date: 09/09/2025

CR 314 – SLG – SWA#9 to WA#4

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplemental No. 9 to Work Authorization No. 4 to the CR 314 Road Improvements contract executed on April 23, 2020, between Williamson County and Seiler Lankes Group, LLC relating to the 2019 Road Bond Program.

Background

The Seiler Lankes Group, LLC Supplemental No. 9 to Work Authorization No. 4 extends the termination date to February 26, 2026.
Project: P364
Fund Source: Road Bonds

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR 314 – SLG – SWA#9 to WA#4

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/03/2025 08:30 AM
Form Started By: Ragan Riggs		Started On: 09/02/2025 11:29 AM
Final Approval Date: 09/03/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 09
TO
WORK AUTHORIZATION NO. 04

WILLIAMSON COUNTY ROAD BOND PROJECT:
CR 314 Road Improvement

This Supplemental Work Authorization No. 09 to Work Authorization No. 04 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated April 23, 2020 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Seiler Lankes Group, LLC (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 04 dated effective September 29, 2021 (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

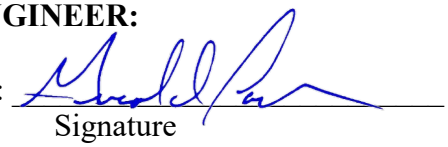
NOW, THEREFORE, premises considered, the County and the Engineer agree that the Work Authorization shall be amended, changed and modified as follows:

I. The Work Authorization shall terminate on February 26, 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).

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

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

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

ENGINEER:	**COUNTY:**
By: 	By: _____
Signature	Signature
Gerald Lankes	_____
Printed Name	Printed Name
CEO	_____
Title	Title
08/27/2025	_____
Date	Date

LIST OF ATTACHMENTS

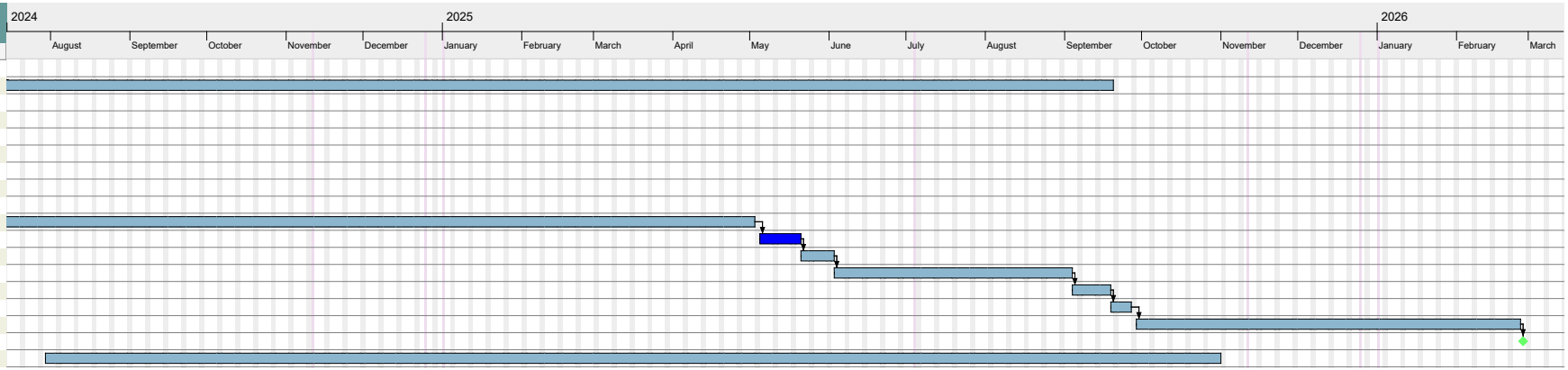
Attachment C – Work Schedule

APPROVED
By Christen Eschberger at 3:21 pm, Aug 28, 2025

CR 314

Attachment C

Name	Begin date	End date
NTP	8/30/21	8/30/21
PS&E Design	8/30/21	9/19/25
Utility Coordination	8/30/21	5/10/23
Deliver 60% Plan Set	8/30/21	9/30/22
GEC Review	10/3/22	11/14/22
Address GEC Comments	11/15/22	12/2/22
PS&E Design to 90%	11/15/22	1/11/24
GEC Review of 90%	1/12/24	2/22/24
Address GEC Comments	2/23/24	3/13/24
PS&E Design to 95%	2/23/24	5/2/25
GEC Review of 95%	5/5/25	5/20/25
Address GEC 95% Comments	5/21/25	6/2/25
PS&E Design to 100%	6/3/25	9/3/25
GEC Review of 100%	9/4/25	9/18/25
Address GEC 100% Comments	9/19/25	9/26/25
Finalize PS&E Plan Set	9/29/25	2/25/26
Submit Final Plans RTL	2/26/26	2/26/26
Condemnation Hearings	7/30/24	10/31/25



Commissioners Court - Regular Session **43.**

Meeting Date: 09/09/2025

Bagdad Rd – B&B – SWA#5 to WA#3

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplemental No. 5 to Work Authorization No. 3 to the Bagdad Road/CR 279 contract executed on April 7, 2020, between Williamson County and Binkley & Barfield, Inc. relating to the 2019 Road Bond Program.

Background

The Binkley & Barfield, Inc. Supplemental No. 5 to Work Authorization No. 3 extends the termination date to April 30, 2026.
Project: P343
Fund Source: Road Bonds

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bagdad Rd – B&B – SWA#5 to WA#3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/03/2025 08:30 AM
Form Started By: Ragan Riggs		Started On: 09/02/2025 11:31 AM
Final Approval Date: 09/03/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO.5
TO
WORK AUTHORIZATION NO. 3

WILLIAMSON COUNTY ROAD BOND PROJECT:

Bagdad Road/CR 279 from Loop 332 to CR 281

This Supplemental Work Authorization No. 5 to Work Authorization No. 3 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated April 7, 2020 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Binkley & Barfield, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 3 dated effective February 23rd, 2021 (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:

III. The Work Authorization shall terminate on April 30th, 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).

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

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

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

ENGINEER:	**COUNTY:**
By: _____	By: _____
~~Signature~~	Signature
David Calabuig	_____
Printed Name	Printed Name
Vice President	_____
Title	Title
8/28/2025	_____
Date	Date

LIST OF ATTACHMENTS

Attachment C5 - Work Schedule

APPROVED
By Christen Eschberger at 2:42 pm, Aug 29, 2025

ATTACHMENT C5
SCHEDULE FOR
BAGDAD ROAD/CR 279

Task	Description	Begin Date	End Date
	NTP	3/01/2021	
1.	Project Management	3/01/2021	9/30/2025
2.	Route Design and Studies	3/16/2021	11/12/2021
4.	Public Involvement	3/16/2021	12/07/2021
5.	ROW Mapping	3/16/2021	9/15/2021
6.	Environmental Services	3/16/2021	8/16/2021
7.	Geotechnical Services	3/16/2021	6/15/2021
8.	PS&E Services	3/29/2021	11/23/2021
	60% Submittal		6/11/2021
	90% Submittal		9/21/2022
	100% Submittal		3/31/2023
	Final Sealed Submittal	4/1/2024	5/15/2024
	Create clearing plan set	9/9/2024	9/30/2024
	Update Final sealed submittal	12/01/2025	2/27/2026
9.	Clearing Set bidding Services	10/01/2024	11/15/2024
	Final Set Bidding Services	03/02/2026*	4/30/2026

*Utility relocations to be coordinated by County

Commissioners Court - Regular Session **44.**

Meeting Date: 09/09/2025

Parmer at SH 45 – Benesch – SWA#2 to WA#2

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplemental No. 2 to Work Authorization No. 2 to the Parmer Lane at SH 45 contract executed on September 12, 2023, between Williamson County and Alfred Benesch & Company relating to the 2019 Road Bond Program.

Background

This Supplemental No. 2 to Work Authorization No. 2 is for additional engineering and TxDOT environmental clearance services in the amount of $68,959.00 from $458,864.40 to $527,823.40. Project: P340 Fund Source: Road Bonds

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Parmer at SH 45 – Benesch – SWA#2 to WA#2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/03/2025 08:31 AM
Form Started By: Ragan Riggs		Started On: 09/02/2025 11:33 AM
Final Approval Date: 09/03/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO
WORK AUTHORIZATION NO. 2

WILLIAMSON COUNTY ROAD BOND PROJECT:

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 September 12, 2023 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Alfred Benesch & Company (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 2 dated effective June 25, 2024 (the "Work Authorization");

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

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

AGREEMENT

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

I. The Services to be Provided by the Engineer that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "B-2" (must be attached).

II. The maximum amount payable for services under the Work Authorization is hereby increased from $ 458,864.40 to $ 527,823.40. The revised Fee Schedule is attached hereto as Attachment "D-2" (must be attached).

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

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

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

ENGINEER:

By: William H Epp
Signatur

Digitally signed by William H Epp
DN: C=US, E=wepp@benesch.com, O=Benesch, OU=Benesch, CN=William H Epp
Date: 2025.08.29 10:49:53-05'00'

William H. Epp
Printed Name

Executive Vice President
Title

8/29/2025
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

LIST OF ATTACHMENTS

Attachment B-2 - Services to be Provided by Engineer

Attachment D-2 - Fee Schedule

APPROVED
By Christen Eschberger at 2:41 pm, Aug 29, 2025

ATTACHMENT B-2
SERVICES TO BE PROVIDED BY THE ENGINEER
DESIGN SERVICES FOR PARMER LANE AT SH45 (WA2) – Supplemental Work Authorization #2

The work to be performed by the Engineer shall consist of providing plans specifications and estimates for Parmer Lane at SH 45 in Williamson County, Austin, Texas. The following is Supplemental Work Authorization #2 to Work Authorization #2.

The additional services consist of: Extending the schedule 7 months based on additional coordination with CapitolMetro Railroad, TxDOT and City of Austin. Coordination meetings associated with the crossing and extended time to obtain railroad agreement. (Task 1) A cost estimate for additional sidewalk desired by the City of Austin. (Task 2) An additional WPAP permit and additional drainage design will be required based on two outfalls for the project that was not identified originally (Tasks 8 and 9). TxDOT has also provided guidance on required environmental documents for clearance. (Task 10) Changes to the plans are also being implemented based on input from Capitol Metro, TxDOT and City of Austin. (Task 12 and Task 13). These elements were not part of the original work authorization.

1. PROJECT MANAGEMENT

   a. No Change.

   b. Provide project reports for 7 additional months.

   c. Provide QAQC for additional sheets of rail crossing. (2 Typical sections sheets and Exhibit A sheets – 6 CapMetro general notes sheets, 2 TxDOT rail sheets)

   d. Attend additional meetings with CapMetro, the City of Austin and TxDOT.

   e. Attend additional project coordination meetings with GEC. (2 per month = 14)

   f. Maintain project schedule and update as necessary.

   g. DELIVERABLES:

   - Monthly progress reports and invoicing.
   - Meeting minutes for all additional meetings.
   - Updated schedule as necessary.

2. ROUTE AND DESGN STUDIES

   The ENGINEER will provide a conceptual cost estimate for the addition of sidewalk as requested by the City of Austin.

   d. DELIVERABLES

   - Conceptual cost estimate

8. DRIANAGE STUDY

The ENGINEER shall add a section to the drainage report that includes requirements for storm water treatment and potential BMP locations. The original WA2 only included one WPAP and treatment location.

e. DELIVERABLES:

- Water quality section in Draft and Final Drainage Report to include additional WQ location and drainage system modifications.

9. WATER QUALITY PLAN

The project lies within the Edwards Aquifer Recharge Zone. The ENGINEER shall evaluate water quality impacts of the proposed project to the existing WPAPs. The ENGINEER shall add a section to the drainage report that includes requirements for storm water treatment and potential BMP locations. The supplemental adds one additional WPAP required based on the existing 2 outfalls.

a. Review additional existing WPAP's in the project limits, treatment areas, BMPs, and validate the incorporation of additional pavement needed for this project in the TSS treatment.

b. Determine potential impacts to additional existing BMPs and determine required TSS load removal based on TCEQ Edwards Aquifer requirements for increased impervious cover.

c. Determine locations for potential water quality controls and BMPs that could be utilized. The ENGINEER will design water quality controls for the added pavement as necessary.

d. DELIVERABLES**:**
   - Water quality section in Draft and Final Drainage Report for the additional BMP location.
   - Provide electronic files for all data collected and any developed TCEQ calculations. Provide CAD and/or GIS files used.

10. ENVIRONMENTAL

a. TXDOT ENVIRONMENTAL CLEARANCE

- Prepare environmental documentation utilizing the appropriate outline in accordance with TxDOT's Environmental Manual, Title 23, Part 771, 772, and FHWA's Technical Advisory T6640.8A.

- Prepare a Categorical Exclusion. This will include discussions of affected environment and environmental consequences including historical and archeological, wildlife, vegetation, and endangered species, land use analysis, socioeconomic impacts, and items of special nature and conclusion.

- Prepare TxDOT Community Impact Assessment Technical Report Form.

- Assumes that the proposed improvements will be paid for with funds obtained from Local, State or Federal sources.

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, rare, threatened, and endangered species information, and other applicable environmental information from the appropriate local, state, or federal agencies.

- 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. ENDANGERED SPECIES ACT COMPLIANCE:

- Prepare TxDOT species analysis.

d. HISTORICAL SITE COMPLIANCE:

- Prepare TxDOT Project Coordination Request (PCR) for historic studies.

e. TEXAS ANTIQUITIES CODE (TAC) COMPLIANCE:

- Prepare TxDOT Archeological Background Study.

f. DELIVERABLES:

- Draft & Final Species Analysis
- Draft & Final Historic PCR
- Draft & Final Archeological Background Study
- Draft & Final Community Impacts Assessment

12. PLAN PREPARATION

b. ROADWAY

- Provide existing and proposed typical sections at Railroad crossing. These typical sections were not part of the original WA2.
- Prepare Exhibit A for Railroad coordination. Added existing and proposed typical sections at the rail crossing, CapMetro general notes (5 sheet), TxDOT rail sheets.

c. DRAINAGE

- Prepare hydraulic calculations for existing storm drain system down the SH 45 WBFR to check conveyance to existing extended detention pond to the east.
- Develop drainage area maps delineating drainage area boundaries for the SH 45 WBFR storm drain system.
- Develop plan and profile sheets for the SH 45 WBFR system.

f. WATER QUALITY:

- The Drainage report was modified to include one additional WQ locations.
- Prepare water quality BMP temporary and permanent plans.
- Prepare modifications to one additional existing WPAPs and submit for TCEQ approval. (2 WPAPs) Adding one WPAP to the original scope since there are two locations for outfalls on project and only one was originally identified in the WA2.
- Prepare SWPPP sheet and EPIC sheet.

g. DELIVERABLES:

- Roadway typical sections at the railroad crossing.
- Exhibit A
- Drainage Plans for connection to WBFR system.
- Draft & Final Water Pollution and Abatement Plan modifications for one additional existing plan.

13. PERMITS

a. TCEQ Permit:

- Submit modifications to plans for approval one additional existing WPAP.

ATTACHMENT D-2 : FEE SCHEDULE
WILLIAMSON COUNTY
PARMER AT SH 45 SWA#2 to WA#2

Prime: Alfred Benesch and Company

Task	Sheets	Principal	QA/QC	Senior PM	PM	Senior Traffic Engineer	Senior Project Engineer	Senior Manager Special Projects (RR)	Proj Eng	RR Signal Engineer	Design Engineer	Sr Tech	Tech	Admin	EIT	Total Hours	Total Labor
		$313.00	$302.00	$302.00	$271.00	$250.00	$229.00	$208.00	$198.00	$177.00	$156.00	$146.00	$125.00	$83.00	$141.00		
TASK 1 – PROJECT MANAGEMENT		0	4	21	23	0	0	0	4	10	12	0	0	6	16	96	$ 20,971.00
a. Communication : Provide PM																	
b. Monthly Progress Report, Invoicing and Billings 7 additional months)					7										7	14	$ 2,884.00
c. QA/QC (Additional QC of rail elements, Exhibit A)			4							2					1	7	$ 1,703.00
d. Project Coordination & Administration (Cap-Metro, City of Austin, TxDOT coordination)				1	3					8				6	4	22	$ 3,593.00
e. Project Coordination meetings (16 additional)				20	12						12					44	$ 11,164.00
f. Project Schedule					1				4						4	9	$ 1,627.00
TASK 2 – ROUTE AND DESIGN STUDIES		0	0	0	2	0	0	0	0	0	0	0	0	0	6	8	$ 1,388.00
d. Conceptual cost estimate for Additional sidewalk requested by COA					2										6	8	$ 1,388.00
TASK 3 – TRAFFIC EVALUATIONS AND PROJECTIONS		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
TASK 4 – PUBLIC INVOLVEMENT		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
TASK 5 – RIGHT-OF-WAY MAPPING (NOT APPLICABLE)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
TASK 6 – DESIGN SURVEYING		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
TASK 7 – SCHEMATIC DEVELOPMENT (NOT APPLICABLE)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
TASK 8 – DRAINAGE STUDY		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
TASK 9 – WATER QUALITY (By EDGE)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
TASK 10 – ENVIRONMENTAL SERVICES (By SWCA)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
TASK 11 – GEOTECHNICAL INVESTIGATION (by B2Z)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
TASK 12 – PLAN PREPARATION		0	2	1	0	0	3	4	4	0	0	0	0	0	32	46	$ 7,729.00
a. Plan Preparation																	
b. Roadway																	
- RR Existing Typical Section (Parmer Lane; SH 45)							2	2	2						8	14	$ 2,398.00
- RR Proposed Typical Section (Parmer Lane; SH 45)			1				1	1	2						8	13	$ 2,263.00
- Prepare and submit Exhibit A for Railroad Coordination			1	1				1							16	19	$ 3,068.00
TASK 13– PERMITS (By EDGE)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
TASK 14– BIDDING PHASE SERVICES		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
TASK 15– CONSTRUCTION PHASE SERVICES		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
SUBCONSULTANTS																	
																	$ -
EDGE Engineering, PLLC *(Drainage Studies and Design)*																	$ 23,563.00
SWCA *(Environmental Services)*																	$ 15,098.00
																	$ -
Total Benesch Direct Labor Hours		0	6	22	25	0	3	4	8	10	12	0	0	6	54	150	
Percent of Total Hours		0.0%	4.0%	14.7%	16.7%	0.0%	2.0%	2.7%	5.3%	6.7%	8.0%	0.0%	0.0%	4.0%	36.0%		
Total Benesch Direct Labor Cost																	$ 30,088.00
Total Benesch Other Direct Expenses Cost																	$ 210.00
Total Subconsultants Cost																	$ 38,661.00
TOTAL PROJECT COST																	**$ 68,959.00**

ATTACHMENT D-2 : FEE SCHEDULE
WILLIAMSON COUNTY
SWA #2 to WA #2: Parmer Lane at SH 45

Other Direct Expenses (Benesch)

Prime: Alfred Benesch and Company

Direct Expenses	Rate	Unit	Quantity	Cost
Outsourced Printing	$ 25.00	Each	0	$ -
Mileage (per mile)	$ 0.700	Mile	300	$ 210.00
Rental Car	$ 50.00	Each	0	$ -
Rental Car Fuel	$ 4.50	Gallon	0	$ -
Parking Fees	$ 10.000	Each	0	$ -
Highway Toll Charges	$ 5.00	Each	10	$ -
Postage				
Overnight Mail- letter size	$ 0.25	Each	0	$ -
Overnight Mail – oversized box	$ -	Each	0	$ -
Courier Services	$ 25.00	Each	0	$ -
			*** TOTAL**	**$ 210.00**

* Estimate only - will be invoiced at actual cost

ATTACHMENT D-2 : FEE SCHEDULE

Williamson County
Parmer Lane at SH45
EDGE

	WORK TASK DESCRIPTION	ASSUMPTIONS/DELIVERABLES ANTICIPATED	Project Manager	Quality Manager	Senior Engineer	Project Engineer	Design Engineer	EIT	Engineering Technician	Senior CADD Operator	CADD Operator	Senior GIS Operator	GIS Operator	GIS Technician	Admin/Clerical	Sub Total Hours	Labor Cost
			$261.00	$235.00	$224.00	$193.00	$156.00	$120.00	$135.00	$130.00	$94.00	$156.00	$104.00	$89.00	$78.00		
			hr.	hr.	hr.	hr.	hr.	hr.	hr.	hr.	hr.	hr.	hr.	hr.	hr.		
8	**Drainage Study**																
	a. Hydrologic Modeling															0	$ -
	d. Impact and Mitigation Analysis					2	4	6								12	$ 1,730.00
	e. Deliverables	Preliminary and Final Drainage Report								2						2	$ 260.00
	Subtotal - Drainage Study		**0**	**0**	**0**	**2**	**4**	**6**	**0**	**2**	**0**	**0**	**0**	**0**	**0**	**14**	**$ 1,990.00**
9	**Water Quality Plan**																
	a. Existing Water Quality Anlaysis		1				4	8								13	$ 1,845.00
	b. Proposed Water Quality Anlaysis		1				8	12								21	$ 2,949.00
	d. Deliverables	Preliminary and Final Report	1	4			6	12								23	$ 3,577.00
	Subtotal - Drainage Study		**3**	**4**	**0**	**0**	**18**	**32**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**57**	**$ 8,371.00**
12	**Plan Preparation**																
	c.1. Prepare Hydraulic Calculations			1			1	2								4	$ 631.00
	c.2 Drainage Area Maps	3 new sheets down SH 45 WBFR	1	1			8	16								26	$ 3,664.00
	c.3 Storm Sewer and Ditch Design	3 new sheets down SH 45 WBFR	1	1			8	18								28	$ 3,904.00
	f.1 Water Quality Layout															0	$ -
	f.2 WPAP Modification (1 Additional location)		1	2			12	20								35	$ 5,003.00
	f.3 SWPPP and Epic Sheet															0	$ -
	Subtotal - Plan Preparation		**3**	**5**	**0**	**0**	**29**	**56**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**93**	**$ 13,202.00**
15	**Construction Phase Services**																
	Subtotal - Plan Preparation		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
	Hours %		**3.66%**	**5.49%**	**0.00%**	**1.22%**	**31.10%**	**57.32%**	**0.00%**	**1.22%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**		
	Hours		**6**	**9**	**0**	**2**	**51**	**94**	**0**	**2**	**0**	**0**	**0**	**0**	**0**		
	Labor Costs %		**6.65%**	**8.98%**	**0.00%**	**1.64%**	**33.76%**	**47.87%**	**0.00%**	**1.10%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**		
	Labor Costs		**$1,566**	**$2,115**	**$0**	**$386**	**$7,956**	**$11,280**	**$0**	**$260**	**$0**	**$0**	**$0**	**$0**	**$0**		**$23,563.00**

UNIT COSTS EXPENSES		Unit	Qty	Rate	Cost

DIRECT NON-LABOR EXPENSES		Unit	Qty	Rate	Cost	
Mileage		Mile		$0.670	$0.00	Current State Rate
TCEQ WPAP Application Fee	Assuming project is between 10 to 40 acres	each		$6,500.000	$0.00	

SUBTOTAL - UNIT COST EXPENSES:	**$0.00**
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	**$0.00**
SUBTOTAL LABOR:	**$23,563.00**
TOTAL	**$23,563.00**

ATTACHMENT D-2 : FEE SCHEDULE
WILLIAMSON COUNTY
SWA #2 to WA#2: Parmer Lane at SH 45 Supplemental (SWCA)

Task	Subject Matter Expert II	Subject Matter Expert I	Specialist XII	Specialist XI	Specialist X	Specialist IX	Specialist VIII	Specialist VII	Specialist VI	Specialist V	Specialist IV	Specialist III	Specialist II	Specialist I	Total Hours	Total Labor
	$240.00	$228.00	$224.00	$205.00	$188.00	$168.00	$156.00	$146.00	$135.00	$122.00	$112.00	$101.00	$89.00	$75.00		
TASK 1 – PROJECT MANAGEMENT	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
TASK 2 – ROUTE AND DESIGN STUDIES	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
TASK 3 – PUBLIC INVOLVEMENT	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
TASK 4 -- TRAFFIC EVALUATION AND PROJECTIONS	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
TASK 5 – SURVEYING	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
TASK 6 – RIGHT-OF-WAY (ROW) MAPPING	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
TASK 7 -- SCHEMATIC DEVELOPMENT	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
TASK 8 -- DRAINAGE STUDY	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
TASK 9 -- WATER QUALITY	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
TASK 10 – ENVIRONMENTAL STUDIES & DOCUMENTS	**0**	**2**	**8**	**0**	**0**	**4**	**8**	**53**	**0**	**14**	**12**	**0**	**0**	**0**	**101**	**$ 14,958.00**
Environmental Constraints Map															0	$ -
TxDOT Reevaluation Form															0	$ -
TxDOT Species Analysis															0	$ -
TxDOT Hazardous Materials Initial Site Assessment															0	$ -
a. Archeological Background Study			3			4		11		2	12				32	$ 4,538.00
b. Historic PCR			1				8	30							39	$ 5,852.00
c. Community Impacts Assessment		2	4					12		12					30	$ 4,568.00
TASK 10 – GEOTECHNICAL SERVICES	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
TASK 11 – PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
TASK 12 -- BIDDING PHASE SERVICES	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
TASK 13 – CONSTRUCTION PHASE SERVICES	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
SUBCONSULTANTS																
Total Benesch Direct Labor Hours	0	2	8	0	0	4	8	53	0	14	12	0	0	0	101	
Percent of Total Hours	0.0%	2.0%	7.9%	0.0%	0.0%	4.0%	7.9%	52.5%	0.0%	13.9%	11.9%	0.0%	0.0%	0.0%		
Total Benesch Direct Labor Cost																$ 14,958.00
Total Benesch Other Direct Expenses Cost																$ 140.00
Total Subconsultants Cost																$ -
TOTAL PROJECT COST																**$ 15,098.00**

ATTACHMENT D-2 : FEE SCHEDULE
WILLIAMSON COUNTY
SWA #2 to WA#2: Parmer Lane at SH 45 (SWCA)

Other Direct Expenses (SWCA)

Direct Expenses	Rate	Unit	Quantity	Cost
Outsourced Printing		Each		$ -
Mileage (per mile)	$ 0.700	Mile	200	$ 140.00
Rental Car		Each		$ -
Rental Car Fuel		Gallon		$ -
Parking Fees		Each		$ -
Highway Toll Charges		Each		$ -
Hazardous Materials Database Search	$ 800.00	Each		$ -
Overnight Mail- letter size		Each		$ -
Overnight Mail – oversized box		Each		$ -
Courrier Services		Each		$ -
			*** TOTAL**	**$ 140.00**

** Estimate only - will be invoiced at actual cost*

Commissioners Court - Regular Session **45.**

Meeting Date: 09/09/2025

On-Call Geotech Services – Raba Kistner – WA#2

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Work Authorization No. 2 to the Engineering Services contract executed on September 11, 2024, between Williamson County and Raba Kistner, Inc. relating to the 2023 Road Bond Program.

Background

This Work Authorization No. 2 is for on-call geotechnical services in the amount of $15,000.00 and terminates on December 31, 2026.
Project: On-Call
Fund Source: Road Bonds

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

On-Call Geotech Services – Raba Kistner – WA#2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/03/2025 08:33 AM
Form Started By: Ragan Riggs		Started On: 09/02/2025 02:33 PM
Final Approval Date: 09/03/2025		

EXHIBIT C

WORK AUTHORIZATION

WORK AUTHORIZATION NO. 02
PROJECT: Road Bond Geotechnical On-Call Services

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated September 11, 2024 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Raba Kistner, 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 ____$15,000_____.

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, 2026. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

Continued next page

EXECUTED this _____.

ENGINEER:	COUNTY:
Raba Kistner, Inc.	Williamson County, Texas
By: Yvonne G. Thomas Signature	By: _____ Signature
Yvonne Garcia Thomas, P.E 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

APPROVED
By Christen Eschberger at 2:11 pm, Sep 02, 2025

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY FOR ROAD BOND GEOTECHNICAL ON-CALL SERVICES

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.

14. Provide Engineer with Contractor submittals, Requests for Information (RFI's), shop drawings, and correspondence.

15. Review Engineer progress, submittals, and plan changes.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE FIRM
ROAD BOND GEOTECHNICAL ON-CALL SERVICES

1. PROJECT MANAGEMENT

    a. PROJECT REVIEW FOR GEOTECHINCAL NEEDS

2. GEOTECHNICAL SERVICES

    a. BORINGS

    b. GEOTECHNICAL REPORTS:

    c. DELIVERABLES:

        - Draft & Final Pavement Design Report
        - Draft & Final Bridge Design Report
        - Draft & Final Retaining Wall Report

3. OTHER TASKS AS NEEDED

ATTACHMENT C
Work Schedule

WORK AUTHORIZATION NO. 02
PROJECT: Road Bond Geotechnical On-Call Services

Raba Kistner, Inc. is prepared to begin work immediately upon receiving a Notice-to-Proceed (NTP) for the work schedule provided for assigned tasks as given. All work is expected to be completed and finalized by December 31, 2026.

Commissioners Court - Regular Session **46.**

Meeting Date: 09/09/2025

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 (Michele Marie Riddle) 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	08/27/2025 10:54 AM
Form Started By: Andrea Schiele		Started On: 08/27/2025 10:49 AM
Final Approval Date: 08/27/2025		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ORDER OF COMMISSIONERS COURT
OF WILLIAMSON COUNTY, TEXAS
AUTHORIZING INTERMENT
OF DECEDENT'S REMAINS
(Michele Marie Riddle)

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:

Michele Marie Riddle (SSN xxx-xx-4790) passed away on August 8, 2025, at the age of 82, at her residence located in Georgetown, 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 9th day of September 2025.

_____
Hon. Steve Snell
Williamson County Judge

Commissioners Court - Regular Session **47.**

Meeting Date: 09/09/2025

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 (Larry Friebmon Burt) who passed away in Williamson County, Texas, where the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order for Interment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Andrea Schiele	09/03/2025 03:38 PM
Form Started By: Andrea Schiele		Started On: 09/03/2025 03:34 PM
Final Approval Date: 09/03/2025		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ORDER OF COMMISSIONERS COURT
OF WILLIAMSON COUNTY, TEXAS
AUTHORIZING INTERMENT
OF DECEDENT'S REMAINS
(Larry Friebmon Burt)

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:

Larry Friebmon Burt (SSN xxx-xx-2886) passed away on July 25, 2025, at the age of 68, at St. David's Round Rock Medical Center located in Williamson County, Texas.

The Court also finds that there has been an investigation to obtain information regarding next of kin and the ability to pay for interment expense. However, all attempts to contact any known next of kin of the deceased's family have failed to identify any responsible or known next of kin with the ability to pay for necessary expenses. In the facts presented in this case, the deceased's body has either become abandoned or those with the ability to pay are unable to do so.

The Court finds that this case involves either an abandoned body or is qualified for indigent burial; therefore, the duty to cover the costs of interment

falls to Williamson County.

IT IS THEREFORE ORDERED THAT the deceased body shall be interred (*i.e.,* permanent disposition of remains by entombment, burial, or placement in a niche).

IT IS FURTHER ORDERED THAT costs of cremation of the deceased be paid by Williamson County, Texas in accordance with its policies and regulations and that Beck Funeral Home is granted authority to cremate the deceased.

Signed and entered this 9th day of September 2025.

_____
Hon. Steve Snell
Williamson County Judge

Commissioners Court - Regular Session **48.**

Meeting Date: 09/09/2025

Suicide Prevention Proclamation

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a proclamation naming September 2025 as "Suicide Prevention Awareness Month" in Williamson County.

Background

Millions of people are affected by mental illness each year. Across the country and in Williamson County, there are many people and families impacted by mental illness who work, perform, create, compete, laugh, love and inspire every day. One in five adults in the U.S. experience mental illness and 1 in 20 adults experience serious mental illness. There is hope though and resources available to help prevent suicides. This proclamation hopes to help reduce the stigma of reaching out for help and to help individuals know the warning signs.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proclamation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/03/2025 08:34 AM
Form Started By: Kathy Pierce		Started On: 09/02/2025 08:15 PM
Final Approval Date: 09/03/2025		

State of Texas
County of Williamson
Know all men by these presents:

That on the 9th day of September 2025 the Commissioners Court of Williamson County, Texas met in a duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

Steve Snell, County Judge
Terry Cook, Commissioner Precinct One
Cynthia P. Long, Commissioner Precinct Two
Valerie Covey, Commissioner Precinct Three
Russ Boles, Commissioner Precinct Four

And at said meeting, among other business, the Court considered the following:

PROCLAMATION

WHEREAS, September is "National Suicide Prevention Awareness Month" and the Williamson County Commissioners Court recognizes suicide as a public health problem with suicide being the 12th leading of cause of death overall in the U.S., the 2nd leading cause of death for ages 10-14, and the 3rd leading cause of death for individuals 15-24, and;

WHEREAS, there were 4,368 Texans who died by suicide in 2022, representing a Texan losing their life by suicide approximately every two hours, and;

WHEREAS, Young Texans are vulnerable with 25-29 olds having the greatest increase of any age group with a 69% increase in suicide mortality rate, and youth in the foster care system being more than three times the rate for all youth in Texas, and;

WHEREAS, a recommendation in the Report on Suicide and Suicide Prevention in Texas 2022 Update as required in SB 1, 87th Legislature, Regular Session was to "expand services that reduce risk of suicide and promote healing after a suicide death by expanding Local Outreach to Suicide Survivors (LOSS) Teams and Survivors of Suicide (SOS) support groups" and a LOSS team is currently being developed to assist Williamson County residents, and;

WHEREAS, mental health conditions can affect anyone regardless of age, gender or background, but suicide is preventable and there is hope when the stigma associated with seeking treatment for mental illness, substance abuse and suicide prevention services are removed, and;

WHEREAS, it is important to know the warning signs of suicide, which include: feeling sad and withdrawn for more than 2 weeks; feeling empty, hopeless, trapped, extremely sad, more anxious, agitated or full of rage; changing behaviors, such as: dramatic mood swings, eating or sleeping more or less, using drugs or alcohol more often; and impulsive or reckless behavior, and;

WHEREAS, talking openly and honestly to friends and loved ones is important and not being afraid to ask if they are planning to harm themselves could help save a life. Know that professional help is available, including 24/7 assistance from the National Suicide & Crisis Lifeline at 988, Bluebonnet Trails 24/7 Crisis Hotline – 1-800-841-1255 or 911, for an immediate crisis, where connection to mental health resources is available.

NOW THEREFORE, the Williamson County Commissioners Court recognizes September 2025 as National *"Suicide Prevention Awareness Month"* and encourages all to stay connected and to not hesitate to seek mental health treatment, just as you would not hesitate to seek care for a heart attack or diabetes.

PROCLAIMED THIS 9th DAY OF SEPTEMBER 2025.

_____

Steve Snell, County Judge

Commissioners Court - Regular Session **49.**

Meeting Date: 09/09/2025

FY 2026 Capital Improvement Program

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve the projects and budgets for the 2026 Capital Improvement Program to include the Long Range Transportation Program, the 2105 Certificates of Obligation and any availalbe balances in the 2019-2025 Capital Improvement Programs.

Background

The final funding and balances available to move within the prior programs will be provided at the court meeting and via additional communications. As the final amounts will depend on the adoption of budget on September 3, 2025.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2026 Capital Improvement Plan Requests

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/03/2025 08:33 AM
Form Started By: Julie Kiley		Started On: 09/02/2025 05:15 PM
Final Approval Date: 09/03/2025		

CAPITAL IMPROVEMENT PLAN 2026

Item #	Reference #	PROJECT	Dept. Priority	Total Cost	Previously Allocated	2026	2027	2028	2029	2030	Approved 2026	2025 CIP	2026 CIP
EXISTING PROJECTS				**$ 196,225,858**	**$ 114,494,513**	**$ 31,696,711**	**$ 17,172,507**	**$ 42,032,000**	**$ 5,500,000**	**$ 4,162,127**	**$ -**		
		TECHNOLOGY		**$ 43,600,000**	**$ 19,500,000**	**$ 7,600,000**	**$ 7,500,000**	**$ 3,000,000**	**$ 3,000,000**	**$ 3,000,000**	**$ -**		
P709		County Buildings Fiber Optic Improvements *(See project tab for further breakout)*		$ 14,000,000	$ 9,500,000	$ -	$ 4,500,000				$ -		
P710	0220	ERP Purchase/Upgrade		$ 7,000,000	$ 2,000,000	$ 5,000,000							
P604		Public Safety Software Suite *(See project tab for further breakout)*		$ 8,600,000	$ 6,000,000	$ 2,600,000					$ -		
P633	0587-24-1001	Radio Tower Additions		$ 14,000,000	$ 2,000,000	$ -	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ -		
		PRECINCT 4 ANNEX		**$ 8,082,013**	**$ 6,494,513**	**$ 3,087,500**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		
P548		JP4 Hutto Annex Buildout (Dental Office)		$ 4,994,513	$ 3,394,513	$ 1,600,000					$ -		
P602	1015-15-0120	Medic 42 Taylor Ambulance Station (New Bldg)		$ 2,400,000	$ 1,600,000	$ 800,000					$ -		
1005	0540-26-1005	M-42 Demo and Temp Building Addition (temp solution)		$ 527,500	$ -	$ 527,500					$ -		
5000	0454-26-5000	JP4 Micro Annex - New Structure/Building		$ 160,000	$ -	$ 160,000					$ -		
P638	1033-24-4120	Taylor Office Remodel (Tax Office)			$ 1,500,000						$ -		
		LAKE CREEK ANNEX IMPROVEMENTS		**$ 15,550,000**	**$ 6,000,000**	**$ 5,550,000**	**$ -**	**$ 4,000,000**	**$ -**	**$ -**	**$ -**		
P632	See project tab for further breakout	Entire Building		$ 5,950,000	$ 5,000,000	$ 950,000					$ -		
		911 Training Center		$ 9,600,000	$ 1,000,000	$ 4,600,000		$ 4,000,000			$ -		
		JUSTICE COMPLEX		**$ 23,993,845**	**$ 400,000**	**$ 13,959,211**	**$ 2,472,507**	**$ 3,500,000**	**$ 2,500,000**	**$ 1,162,127**	**$ -**		
5004	0100-25-0409	Kitchell Program Manager *(see project tab for further breakout)*		$ 9,328,885	$ 400,000	$ 1,523,281	$ 639,957	$ 3,500,000	$ 2,500,000	$ 765,647	$ -		
		HOK		$ 3,538,960	$ -	$ 1,710,930	$ 1,531,550			$ 296,480	$ -		
		Halff		$ 1,126,000	$ -	$ 725,000	$ 301,000			$ 100,000	$ -		
		Land Purchase - Estimated amount		$ 10,000,000	$ -	$ 10,000,000					$ -		
		JUVENILE JUSTICE CENTER		**$ 105,000,000**	**$ 82,100,000**	**$ 1,500,000**	**$ 7,200,000**	**$ 31,532,000**	**$ -**	**$ -**	**$ -**		
P578		JJC Expansion Phase I-II Contingencies		$ 83,600,000	$ 82,100,000	$ 1,500,000					$ -		
P578	1045-26-P578	Master Plan Phase III (See project tab for details)		$ 10,700,000		$ -	$ -	$ 10,700,000			$ -		
P578	1045-26-P578	Master Plan Phase IV (See project tab for details)		$ 7,100,000		$ -	$ 3,000,000	$ 4,100,000			$ -		
P578	1045-26-P578	Master Plan Phase V (See project tab for details)		$ 3,600,000		$ -		$ 3,600,000			$ -		
P578	*1045-26-P578*	***If locked in now**: Master Plan Phase III-V (See project tab for details)*		*$ 17,332,000*		*$ -*	*$ 4,200,000*	*$ 13,132,000*			*$ -*		
		SHERIFF'S OFFICE / CORRECTIONS		**$ 500,000**	**$ 300,000**	**$ 200,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		
P718		SOTC - Parking Expansion		$ 500,000	$ 300,000	$ 200,000							
NEW PROJECT REQUESTS				**$ 37,186,000**	**$ -**	**$ 28,886,000**	**$ 1,224,000**	**$ 6,524,000**	**$ 552,000**	**$ -**	**$ -**		
		BUILDINGS		**$ 2,700,000**	**$ -**	**$ 2,700,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		
5003	0509-26-5003	Lipstick Project		$ 1,500,000	$ -	$ 1,500,000					$ -		
5002	1063-26-5002	Covered Awnings - Facility Service Center / N. Inner Loop Campus		$ 1,200,000	$ -	$ 1,200,000					$ -		
		EMERGENCY SERVICES		**$ 850,000**	**$ -**	**$ 850,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		
1004	0540-25-1004	Medic 41: Remodel Kitchen & Bathroom	2	$ 200,000	$ -	$ 200,000					$ -		
0196	0581-22-0196	Security Fence Upgrade for ESOC	3	$ 650,000	$ -	$ 650,000					$ -		
		PUBLIC SAFETY		**$ 4,500,000**	**$ -**	**$ -**	**$ -**	**$ 4,500,000**	**$ -**	**$ -**	**$ -**		
1002	0587-24-1002	Radio Technology Upgrade to TDMA	2	$ 4,500,000	$ -	$ -		$ 4,500,000			$ -		
		INFORMATION TECHNOLOGY SERVICES		**$ 2,500,000**	**$ -**	**$ 2,500,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		
2000	0510-26-2000	New Enterprise Asset Management Solution	1	$ 2,500,000	$ -	$ 2,500,000					$ -		
		PARKS		**$ 715,000**	**$ -**	**$ 715,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		
3008	1087-26-3008	RRCP - Pave Trail Q	1	$ 90,000	$ -	$ 90,000					$ -		
3005	1087-25-3005	River Ranch Equestrian Pavilion	2	$ 625,000	$ -	$ 625,000					$ -		
		INFRASTRUCTURE		**$ 18,721,000**	**$ -**	**$ 14,921,000**	**$ 1,224,000**	**$ 2,024,000**	**$ 552,000**	**$ -**	**$ -**		
5001	0200-0210-26-5001	Personnel Muster Facility	1	$ 4,800,000	$ -	$ 1,000,000	$ 1,224,000	$ 2,024,000	$ 552,000		$ -		
278	0200-0210-25-278	Three-Sided Equipment Storage Shed	2	$ 255,000	$ -	$ 255,000					$ -		
277	0200-0210-25-277	NE Inner Loop Yard Fencing	3	$ 285,000	$ -	$ 285,000					$ -		
276	0200-0210-25-276	NE Inner Loop Yard Electricity, Security Lighting, Gates, and Cameras	4	$ 856,000	$ -	$ 856,000					$ -		
4029	1026-19-4029	Fleet Heavy Equipment Shop	5	$ 9,900,000	$ -	$ 9,900,000					$ -		
15654	0200-0210-23-15654	Sand Storage Building	6	$ 2,625,000	$ -	$ 2,625,000					$ -		

CAPITAL IMPROVEMENT PLAN 2026

Item #	Reference #	PROJECT	Dept. Priority	Total Cost	Previously Allocated	2026	2027	2028	2029	2030	Approved 2026	2025 CIP	2026 CIP
SHERIFF'S OFFICE / CORRECTIONS				**$ 5,200,000**	**$ -**	**$ 5,200,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		
4130	1008-26-4130	Jail -North Backup Power	1	$ 2,400,000	$ -	$ 2,400,000					$ -		
4116	0560-23-4116	SOTC - Range Training Room	2	$ 430,000	$ -	$ 430,000					$ -		
4126	0560-25-4126	Gun Range: High Angle Rescue Rappelling Tower	3	$ 1,500,000	$ -	$ 1,500,000					$ -		
4122	1008-24-4122	SO - Renovation of Crime Scene Lab (See also Lake Creek Project)	4	$ 870,000	$ -	$ 870,000					$ -		
JUSTICE CENTER				**$ 2,000,000**	**$ -**	**$ 2,000,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		
4048	1009-19-4048	CJC Transition Remodel *(old Basement Request)*		$ 2,000,000	$ -	$ 2,000,000					$ -		

Notes: This is a continually growing document with estimated costs at time of request.
Reported as of September 2, 2025

TOTAL REQUESTED / APPROVED	**27**	**$ 233,911,858**	**$ 114,794,513**	**$ 60,782,711**	**$ 18,396,507**	**$ 48,556,000**	**$ 6,052,000**	**$ 4,162,127**	**$ -**	**$ -**	**$ -**
FY26 CIP BUDGET									**$ 23,176,000**	**$ 3,176,000**	**$ 20,000,000**
REMAINING FUNDS TO ALLOCATE									**$ 23,176,000**	**$ 3,176,000**	**$ 20,000,000**

Commissioners Court - Regular Session **50.**

Meeting Date: 09/09/2025

Purdue Gang of 8 Opioid Settlement

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a Resolution Authorizing Approval of Proposed Texas Statewide Opioid Settlement Agreements authorizing the Williamson County Judge to execute the Settlement Participation and Release Forms regarding settlement offers from Alvogen, Inc., Amneal Pharmaceuticals Inc., Apotex Corp., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan, Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals (USA) Inc.; and Purdue Pharma L.P., Purdue Pharma Inc., et al. in the matter of Texas opioid multidistrict litigation for Williamson County in the matter of County of Williamson v. Purdue Pharma, Inc., et al., MDL PRETRIAL CAUSE NO. 2018-63587, in the 152d District Court of Harris County, Texas.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution Authorizing Settlement

Secondary Manuf Defs Participation Release Form

Purdue Participation Release Form

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/25/2025 02:17 PM
Form Started By: Hal Hawes		Started On: 08/25/2025 01:57 PM
Final Approval Date: 08/25/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

RESOLUTION AUTHORIZING APPROVAL OF PROPOSED TEXAS STATEWIDE OPIOID SETTLEMENT AGREEMENTS

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Williamson County, Texas, held on the 9th day of September, 2025, on motion made by _____Commissioner of Precinct _____and seconded by _____ Commissioner of Precinct __, the following Resolution was adopted:

WHEREAS, Williamson County, Texas ("County") obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, "Defendants") have engaged in fraudulent and/or reckless marketing and/or distribution of opioids that have resulted in addictions and overdoses; and

WHEREAS, these actions, conduct and misconduct have resulted in significant financial costs in the past to the County and will undoubtedly result in significant financial costs in the future; and

WHEREAS, the County brought or has investigated claims against Purdue Pharma L.P., Purdue Pharma Inc., et al. ("Purdue Defendants"), Amneal Pharmaceuticals, LLC and West-Ward Pharmaceuticals Corp n/k/a Hikma Pharmaceuticals USA Inc., and certain other defendants ("Certain Manufacturer Defendants"), related to potentially released claims; and (2) other defendants in the opioid supply chain on behalf of the County in *In Re*: *Texas Opioid Litigation*, MDL No. 2018-63587, currently pending in the 152nd District Court of Harris County, Texas and/or removed pending remand; and

WHEREAS, on June 17, 2025, the Purdue Defendants and on April 4, 2025 the Certain Manufacturer Defendant[1] in the opioid litigation brought by the County, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an Agreement entitled Purdue Opioid Settlement Agreement and Release (hereinafter collectively the "Texas Agreement"); and

1 Alvogen, Inc., Amneal Pharmaceuticals Inc., Apotex Corp., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan, Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals (USA) Inc.

WHEREAS, Special Counsel and the State of Texas have recommended that the Williamson County Commissioners Court support the adoption and approval of the Texas Agreement in its entirety; and

WHEREAS, even though the payments from the settlements reflect partial compensation to Williamson County for the past damages it has suffered or the future damages it is likely to incur, given the risks of litigation, the fact that it is to the benefit of Texas and the County and its residents, and that it reduces the risks associated with protracted litigation;

NOW, THEREFORE, BE IT RESOLVED that we, the Commissioners Court of Williamson County:

1. Support the adoption and approval the Texas Agreement;

2. Authorizes the County to execute the Texas Release for the Texas Subdivision Participation Form and Release; and

3. Finds as follows:

    a. There is a substantial need for repayment of past opioid-related expenditures and payment to help abate current and future opioid-related harms in and about Williamson County, Texas; and

    b. The County Commissioners Court supports in its entirety the Texas Agreement. The County Commissioners Court understands that the purpose of each Settlement is to effectuate resolution of the Opioid Litigation against the Purdue and Certain Manufacturer Defendants. We also understand that an additional purpose is to ensure the effective means of distributing any potential settlement funds obtained under settlements in Texas and under the jurisdiction of Texas Courts in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic in this County and throughout Texas.

The County is hereby authorized to approve and accept the Texas Agreement as set forth herein.

The County Judge or designated official is hereby authorized to execute and deliver the settlement documents recommended for approval by Special Counsel in the above referenced case and to approve such terms and provisions for the full and final settlement of all matters set forth therein.

DONE IN OPEN COURT on this the 9th day of September, 2025.

WILLIAMSON COUNTY, TEXAS

_____

Williamson County Judge

EXHIBIT K

Secondary Manufacturers' Combined Subdivision Participation and Release Form ("Combined Participation Form")

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:

   a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
   b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
   c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
   d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
   e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
   f. Settlement Agreement for Viatris Inc. ("Mylan") dated April 4, 2025.
   g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
   h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.

2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.

3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity

authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at *https://nationalopioidsettlement.com/additional-settlements/.*

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.

5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.[1]

8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.

9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,[2] and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any

[1] *See* Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

[2] *See* Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.

way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.

11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in each of the Secondary Manufacturers' Settlements, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.

13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void ***only as to*** those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.

I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: Williamson County	State: Texas
Authorized Official: Williamson County Judge Steven Snell	
Address 1: 710 Main Street	
Address 2: Suite 101	
City, State, Zip: Georgetown, Texas 78626	
Phone: (512) 943-1550	
Email: ctyjudge@wilcotx.gov	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the "*Agreement*")[1], and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as and to the extent provided in, and for resolving disputes to the extent provided in, the

[1] Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.

Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the "Shareholder Released Claims", and as it pertains to the Released Parties other than the Shareholder Released Parties, the "Released Claims"). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.

9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term "Shareholder Released

Claims" and "Released Claims") are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity's power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.

11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.

12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

    > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

    A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.

14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: Steven Snell

Title: Williamson County Judge

Date: September 9, 2025

Commissioners Court - Regular Session **51.**

Meeting Date: 09/09/2025

Bickerstaff engagement agreement (Emetom)

Submitted By: Shannon Francis, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the engagement of the law firm of Bickerstaff Heath Delgado Acosta LLP to represent Williamson County and the individually named County defendants in relation to the matter of Cause No. 1:25-cv-001166-ADA; *Eton Emetom v. Williamson County, et al.;* in the United States District Court for the Western District of Texas; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Texas Local Government Code § 262.024(a)(4), and finding that funding such agreement as to the individually named County defendants serves a public interest and not merely a private interest, and that any alleged act or omission of said parties in relation to the allegations asserted in this lawsuit was performed while acting in good faith and within the scope of their official duties as a Williamson County employee.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

bickerstaff engagement agreement (Emetom)

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/03/2025 08:34 AM
Form Started By: Shannon Francis		Started On: 09/02/2025 11:18 PM
Final Approval Date: 09/03/2025		

Bickerstaff Heath Delgado Acosta LLP

Two Barton Skyway 1601 S. MoPac Expy., Suite C400, Austin, TX 78746

ENGAGEMENT AGREEMENT

This agreement sets forth the standard terms of our engagement as your attorneys. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this agreement carefully and contact us promptly if you have any questions. Please retain this agreement in your file.

Identity of Client. We will be representing the interests of Williamson County and Sheriff Matthew Lindemann, James Briggs, Tyler Navarro, James Polk, Trevone Johnson, Case Winkler, and Bryson Mora.

Attorneys. Bickerstaff Heath Delgado Acosta LLP is engaged by you as your attorneys, and I, Gunnar P. Seaquist, will be the partner who will coordinate and supervise the services we perform on your behalf. We routinely delegate selected responsibilities to other persons in our Firm when, because of special expertise, time availability or other reasons, they are in a better position to carry them out. In addition, we will try, where feasible and appropriate, to delegate tasks to persons who can properly perform them at the least cost to Williamson County.

The Scope of Our Work. You should have a clear understanding of the legal services we will provide. We will provide services related only to matters as to which we have been specifically engaged. Although in the future we may from time to time be employed on other matters, our present relationship is limited to representing the above-named client in the matters described in Exhibit A. We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. We cannot guarantee the success of any given matter, but we will strive to represent your interests professionally and efficiently.

Fees for Legal Services. Our charges for professional services are customarily based on the time devoted to the matter, the novelty and difficulty of the questions presented, the requisite experience, reputation and skill required to deal with those questions, time limitations imposed by the circumstances, and the amount involved and the results obtained. Unless otherwise indicated in writing, our fees for legal services are determined on the basis of the hourly rates of the respective lawyers and other timekeepers who perform the services. These rates vary depending on the expertise and experience of the individual. We adjust these rates annually, increasing them to reflect experience, expertise, and current economic conditions. We will notify you in writing if this fee structure is modified. The initial agreed billing rates for attorneys and other timekeepers engaged on your work are attached as Exhibit B.

Other Charges. All out-of-pocket expenses (such as copying charges, travel expenses, messenger expenses, filing and other court costs, and the like) incurred by us in connection with our representation of you will be billed to you as a separate item on your statement. A description of the most common expenses is included as Exhibit C and agreed to as part of this agreement.

Billing Procedures and Terms of Payment. Our billing period begins on the 16th of the month and ends on the 15th of the following month. We will render periodic invoices to Williamson County for legal services and expenses. We usually mail these periodic invoices on or before the last day of the month following the latest date covered in the statement. Each invoice is due upon receipt, must be paid in U.S. Dollars, and is considered delinquent if not paid in full within 30 days of its stated date. Payment must be made to the Firm at Two Barton Skyway 1601 S. MoPac Expy., Suite C400, Austin, TX 78746. We will include all information reasonably requested by you on all invoices and will reference any purchase order number provided by you. Payment and interest, if any, will comply with the Prompt Payment Act (Texas Government Code Chapter 2251), if applicable, for any final invoices. If you have any question or disagreement about any invoice that we submit to you for payment, please contact me at your earliest convenience so that we can resolve any problems without delay. Typically, such questions or disagreements can be resolved to the satisfaction of both sides with little inconvenience or formality.

Termination of Services. You have the right at any time to terminate our employment upon written notice to us, and if you do

we will immediately cease to render additional services. We reserve the right to discontinue work on pending matters or terminate our attorney-client relationship with you at any time that payment of your account becomes delinquent, subject to Court approval if necessary. In the event that you fail to follow our advice and counsel, or otherwise fail to cooperate reasonably with us, we reserve the right to withdraw from representing you upon short notice, regardless of the status of your matter. No termination, whether by you or by us, will relieve you of the obligation to pay fees and expenses incurred prior to such termination.

Retention of Documents. Although we generally attempt to retain for a reasonable time copies of most documents in the possession of this Firm related to the matter(s) described in Exhibit A, we are not obligated to do so indefinitely, and we hereby expressly disclaim any responsibility or liability for failure to do so. We generally attempt to furnish copies of all documents and significant correspondence to you at the time they are created or received, and you agree to retain all originals and copies of documents you desire among your own files for future reference. This document serves as notice to you that we will destroy such materials in accordance with the Firm's record retention policy, which may be amended from time to time and a copy of which will be provided at your request. It is our Firm's policy to destroy all copies, whether in paper or electronic form, of materials in connection with the representation seven (7) years after the completion of our work relating to this engagement or the completion of a particular project under this engagement, unless and to the extent an exception recognized in our document retention policy or other legal requirement applies to some or all of the subject materials and requires retention for a longer period of time. The Firm also reserves the discretion to retain its records of pertinent documents relating to its ongoing representation of a client, e.g. in a general counsel capacity. If you would like to obtain copies of materials in the Firm's possession related to this matter prior to the scheduled destruction of the materials, please notify the Firm. Because you will have been furnished with copies of all relevant materials contained in our files during the course of the active phase of our representation, if you later ask us to retrieve and deliver materials contained in a file that has been closed, you agree that we will be entitled to be paid a reasonable charge for the cost of retrieving the file, and identifying, reproducing, and delivering the requested materials to you.

Fee Estimates. We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Our attorneys do their best to estimate fees and expenses for particular matters when asked to do so. However, an estimate is just that, and the fees and expenses required are ultimately a function of many conditions over which we have little or no control, especially in litigation or negotiation situations where the extent of necessary legal services may depend to a significant degree upon the tactics of the opposition. Unless otherwise agreed in writing with respect to a specific matter, all estimates made by us will be subject to your agreement and understanding that such estimates do not constitute maximum or fixed-fee quotations and that the ultimate cost is frequently more or less than the amount estimated.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America, without giving effect to its choice of laws provisions. Venue of any case or controversy arising under or pursuant to this Agreement will be exclusively in Travis County, Texas, United States of America.

Standards of Professionalism and Attorney Complaint Information. Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we hereby advise you that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. Information on the grievance procedures is available from the State Bar of Texas, and any questions you have about the disciplinary process should be addressed to the Office of the General Counsel of the State Bar of Texas, which you may call toll free at 1-800-932-1900.

Questions. If you have any questions from time to time about any aspect of our arrangements, please feel free to raise those questions. We want to proceed in our work for you with your clear and satisfactory understanding about every aspect of our billing and payment policies; and we encourage an open and frank discussion of any or all of the matters addressed in this agreement.

Acceptance of Terms. If this arrangement is acceptable to Williamson County, please sign the enclosed duplicate original of this agreement and return it and the required retainer to us at your earliest convenience. We truly appreciate the opportunity to be of service to you and look forward to working with you in a mutually beneficial relationship.

AGREED TO AND ACCEPTED

WILLIAMSON COUNTY

By:_____

_____
[Printed name]

Title:_____

Date:_____

BICKERSTAFF HEATH DELGADO ACOSTA LLP

By:_____
Gunnar P. Seaquist

cc: Billing Department

Exhibit A — Scope of Services

Bickerstaff Heath Delgado Acosta LLP

While we agree that in the future we may from time to time be employed on other matters, this agreement provides that our relationship is limited to representing and counseling you in connection with the following:

- Representation of Williamson County and the individual defendants named in *Emetom v. Williamson County et al.*, No 1:25-CV-001166-ADA in the United States District Court for the Western District of Texas, as well as any appeals or proceedings ancillary thereto.

- Other legal services assigned or requested, only if the scope of which is confirmed by you in writing at the time of assignment.

Other legal services not assigned or requested, and confirmed in writing, are specifically not within the scope of our representation.

Exhibit B — Billing Rates

Bickerstaff Heath Delgado Acosta LLP

TIMEKEEPER	2024 Billing Rate
Albright, Stefanie	$385
Arnold, Philip	$385
Caputo, Cobby	$435
Gonzalez, Vanessa	$400
Heath, Bob	$510
Katz, Joshua	$385
Kimbrough, Chuck	$355
Maxwell, Susan	$400
Miller, Gregory	$385
Rogers, Emily	$400
Russell, Claudia	$395
Seaquist, Gunnar	$385
Than, Catherine	$400
Weller, Steven	$395
Kelley, Kimberly	$310
Labashosky, Sara	$320
Robinson, Lori	$335
Caroom, Doug	$470
Delgado, Hector	$455
Dugat, Bill	$405
Falk, Syd	$470
Pagan, Kevin	$420
Legal Assistants/Specialists	$210
McCall, Sherry	$260

Exhibit C—Client Costs Advanced

Bickerstaff Heath Delgado Acosta LLP

The firm incurs expenses on behalf of clients only when required by the legal needs of the clients. Some cases or matters require extensive use of outside copy facilities, and other cases may not be so paper-intensive. Standard services handled within the firm are not charged, and client specific expenses are billed to the client needing those services. An explanation of the billing structure is as follows:

Not Charged

Secretarial and word processing time, routine postage, file setup, file storage, local or ordinary long distance charges, fax charges, and computerized legal research data charges.

Delivery Services

Outside delivery services are used for pickup and delivery of documents to the client as well as to courts, agencies, and opposing parties. Outside delivery fees are charged to the client at the rate charged to the firm. Overnight delivery services are also charged at the rate charged to the firm. Firm Office Services Department personnel may provide delivery service in urgent situations and charges for such in-house service will not exceed the charge that would be made by an outside service in a similar situation.

Postage

Our postal equipment calculates exact U.S. postage for all sizes and weights of posted material. The rate charged for postage is the same as the amount affixed to the material that is mailed. We will not charge clients for postage on routine correspondence; however, the cost of large-volume mail, certified mail, or other additional mail services will be charged to the client.

Copies and Prints

Our standard rate for black and white copies and prints made by firm personnel is $0.15 per page. Color copies and prints are charged at a standard rate of $0.55 per page. These charges cover paper, equipment costs, and other supplies. If savings can be realized within the required time frame by sending copy jobs to subcontractors, the firm uses only qualified legal services copiers and the cost charged to the client is the same as the amount billed to the firm.

Phone Charges

Only charges for conference calls or international calls are charged, and charges are billed at the same amount billed to the firm by the outside provider.

Travel

Attorney and other timekeeper time spent traveling on behalf of a client is billed to the client. Hotel, meals, local transportation, and similar expenses are charged based on receipts and travel expense forms submitted by the attorney. Documentation is available to the client if requested.

Maps

Maps produced in conjunction with a project will be billed at $50 for each 34 x 44 inch map and $20 for each smaller map, plus cost (time fees) for preparation.

Other Expenses

Expenses incurred with outside providers in connection with the client's legal services will be paid by the client directly to the outside provider unless specifically arranged in advance. If the firm agrees to pay outside providers, the cost charged to the client is the same as the amount billed to the firm. Examples of such charges include: court reporter fees, filing fees, newspaper charges for publication notices, expert witness fees, consultants and other similar expenses.

EXHIBIT D—VERIFICATIONS
Bickerstaff Heath Delgado Acosta LLP

By signing below, Bickerstaff Heath Delgado Acosta LLP hereby verifies the following:

1. Pursuant to Texas Government Code Chapter 2271, as amended, the Firm verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, the Firm does not currently boycott or will boycott Israel. The term "boycott Israel" as used in this paragraph has the meaning assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended; and

2. Pursuant to Texas Government Code, Chapter 2252, as amended, the Firm represents and verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, the Firm does not (i) engage in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 2270 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

3. Pursuant to Chapter 2276 of the Texas Government Code the Firm certifies that it is not a Company that boycotts energy companies and agrees it will not boycott energy companies during the term of this Agreement. The terms "boycotts energy companies" and "boycott energy companies" have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. For purposes of this paragraph, "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not include a sole proprietorship.

4. Pursuant to Chapter 2274 of the Texas Government Code, the Firm certifies that it is not a Company that has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and agrees they will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The terms "discriminates against a firearm entity or firearm trade association" and "discriminate against a firearm entity or firearm trade association" have the meaning assigned to the term "discriminate against a firearm entity or firearm trade association" in Section 2274.001(3), Texas Government Code. For purposes of this paragraph, "Company" is defined in Section 2274.001(2), Texas Government Code.

SIGNED BY:

GUNNAR P. SEAQUIST

This Verification is incorporated and made a part of the Engagement Agreement between Bickerstaff Heath Delgado Acosta LLP and Client.

REPRESENTATION ACCEPTED BY THE FOLLOWING INDIVIDUALLY NAMED DEFENDANT:

By:_____
[Signature]

_____
[Printed Name]

Title:_____

Date:_____

Commissioners Court - Regular Session **52.**

Meeting Date: 09/09/2025

Approval of Amendment #2024254 to a Professional Services Agreement with Todd C. Harris, P.A. and Williamson County for the SO Jail

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the amendment to Contract #2024254 for the Professional Services Agreement with Todd C. Harris P.A., for dental services for inmates at the Williamson County Jail.

Background

Request approval of an amendment to the professional services agreement with Todd C. Harris, P.A. Contract #2024254 to continue providing dental services for inmates at the Williamson County Jail. The original contract was approved by Commissioners Court on April 7, 2009, Agenda Item #12. The Corrections Department recommends extending the existing agreement for one year in the amount of $168,500.00. Funding source: 01.0100.0570.003317. Point of contact: Abigail Taylor.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment Redacted

Original Agreement Redacted

1295

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/29/2025 03:02 PM
Form Started By: Cheryl Johnson		Started On: 08/20/2025 02:22 PM
Final Approval Date: 08/29/2025		

WILLIAMSON COUNTY
PROFESSIONAL SERVICES AGREEMENT FOR DENTAL SERVICES AT THE WILLIAMSON COUNTY JAIL
(FY26)

This Williamson County Professional Services Agreement for Dental Services at the Williamson County Jail ("Agreement") is entered into between Williamson County, Texas, hereinafter referred to as "COUNTY", and **Todd C. Harris P.A.**, hereinafter referred to as "PROVIDER", for the purposes of providing dental services for the inmates of the Williamson County Jail, hereinafter referred to as JAIL, which the Commissioners Court finds serves a public purpose and serves the public welfare of the citizens of Williamson County.

I. SCOPE OF SERVICES

PROVIDER shall provide services as a dentist licensed to practice dentistry in the State of Texas for all inmates of the JAIL. All services by PROVIDER shall be performed according to the regularly accepted standards of dental care in the State of Texas.

PROVIDER shall have a duty to immediately notify COUNTY of any complaint, investigation, or adverse action taken against PROVIDER concerning his/her ability to practice in the State of Texas.

PROVIDER shall be physically present in the Jail Infirmary and/or housing unit to provide dental services for up to sixteen (16) hours per week for fifty-two (52) weeks during the term of this Agreement. PROVIDER will schedule these hours subject to the reasonable requests of the COUNTY through its Jail staff or other authorized representative. PROVIDER shall have a duty to notify COUNTY through its Jail staff in writing of any time when PROVIDER cannot be physically present in the Jail Infirmary to provide the dental services in accordance with this Agreement. In such cases, PROVIDER must provide COUNTY with a suitable substitute dentist to perform, on behalf of PROVIDER, the PROVIDER's obligations hereunder. COUNTY shall be able to accept or reject PROVIDER's proposed substitute at its sole discretion and PROVIDER remains obligated to provide services under this Agreement until an acceptable substitute is available and agreed upon by COUNTY.

PROVIDER will provide services to all inmates requiring such attention. These dental services shall include Dental Emergency Coverage (DEC) services.

PROVIDER will be under no obligation to provide specialty dental services which are beyond PROVIDER'S expertise. However, PROVIDER shall immediately inform COUNTY through its jail staff in writing of the need for inpatient care, hospitalization, or specialty dental services in the treatment of any inmate.

PROVIDER will provide consultation to the Lead Paramedic of the Williamson County Jail Infirmary and other jail staff on all questions of dental care provided under this Agreement.

PROVIDER will develop and write standing offers for the use by the jail staff in the handling of the dental needs of the inmates.

PROVIDER will develop and write standing orders for use by the Jail staff in the handling of the dental needs of the inmates.

PROVIDER will be available for phone consultations with Jail staff at any time unless PROVIDER has followed the notice requirement and substitute dentist procedure outlined above for any periods when PROVIDER will not be available for phone consultations.

II. TERM AND TERMINATION

This Agreement shall become effective as of the date of the last party's execution below and shall continue through **September 30, 2026**. Unless terminated sooner, if applicable, at the end of the agreement term, if applicable, at the end of the agreement term, Williamson County Commissioners Court reserves the right to renew the agreement for up to four (4) additional one-year terms by mutual agreement of both parties, as it deems to be in the best interest of Williamson County. Either party may terminate this Agreement at any time for any reason (or without cause) on thirty (30) days prior written notice to the other party.

III. COST AND PAYMENT

COUNTY agrees to pay PROVIDER and PROVIDER agrees to accept the total sum of **Fourteen Thousand Forty-One Dollars and Sixty-Six Cents ($14,041.66)** each month for a yearly not-to-exceed amount of **One Hundred Sixty-Eight Thousand, Five Hundred Dollars ($168,500.00)** for the term of this Agreement.

Any violation of the provision of this Agreement by PROVIDER shall be grounds for withholding payment by the COUNTY until the violation is resolved to the satisfaction of the COUNTY.

Any travel coasts associated with services provided herein are to be handled separately from this Agreement and must be approved in writing by the Sheriff or his designated Chief or Assistant Chief Deputy prior to PROVIDER incurring travel costs if such costs are requested to be reimbursed by COUNTY. In the event COUNTY authorizes, in advance and in writing,

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

COUNTY's payment for services shall be governed by Chapter 2251 or the Texas Government Code. Invoices shall be paid by COUNTY within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by COUNTY in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of COUNTY's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, COUNTY shall notify PROVIDER of the discrepancy. Following COUNTY's notification of any discrepancy as to an invoice, PROVIDER must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor's Office. COUNTY shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. COUNTY's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's Office receipt of the corrected or revised invoice.

IV. CONFIDENTIALITY

All information regarding PROVIDER's work under this Agreement shall be held in strictest confidence unless pre-approved in writing by COUNTY. PROVIDER agrees to read and follow the COUNTY's "HIPAA PRIVACY COMPLIANCE MANUAL FOR TEXAS COUNTIES" regarding the use of inmate medical information.

PROVIDER expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties and will take care to guard the security of the information at all times.

V. AGENCY-INDEPENDENT CONTRACTOR

Neither the COUNTY nor any employee thereof is an agent of PROVIDER and neither PROVIDER nor any employee thereof is an agent of the COUNTY. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to

any benefit, privilege, or other amenities of employment by the other party. The parties agree and acknowledge that PROVIDER is acting as an independent contractor under this Agreement.

VI. DUTY TO REPRESENT AND INDEMNITY

COUNTY agrees to provide legal representation and indemnity, to the extent allowed by Texas law, to PROVIDER in the event of legal action taken against PROVIDER on the basis of the services provided to the inmates of the JAIL in the performance of this Agreement. COUNTY shall have full authority to defend, negotiate, or settle any such claims at the sole discretion of the COUNTY. PROVIDER shall fully assist and participate, without cost to COUNTY, in the defense, negotiation, or settlement of any such claims, and such assistance and participation shall include consultation with COUNTY and opinion testimony as needed on medical questions and issues. PROVIDER shall also furnish, without cost to COUNTY, consultation and opinion testimony on medical questions and/or issues for legal actions against COUNTY or COUNTY's officials related to the psychiatric services provided to inmates on claims and/or suits that do not include PROVIDER as a named defendant. COUNTY reserves the right to withdraw its representation and indemnification of PROVIDER in the event PROVIDER fails to assist and participate in the defense, negotiation, or settlement of any claims.

COUNTY may fulfill its legal representation and indemnification obligations, to the extent allowed by law, under this Agreement through insurance or other means at its sole discretion.

VII. INSURANCE REQUIREMENTS

During the terms of this Agreement, COUNTY hereby agrees to provide the policy of insurance and PROVIDER acknowledges and agrees that such policy and coverage limits are sufficient and adequate. In the event that COUNTY and/or PROVIDER are sued for the services provided under this Agreement and counsel is provided through the said insurance policy, COUNTY shall not be required to provide counsel for PROVIDER in addition to the counsel that is provided under the insurance policy. Furthermore, COUNTY shall have no obligation to provide legal representation or indemnity to PROVIDER for any legal action which does not arise from PROVIDER's services under this Agreement or to any extend that is not allowed by law.

The following are the insurance requirements during the Agreement:

1. Coverage and Coverage Limits. County, at County's sole cost, shall, while this Agreement is in effect, provide and maintain Medical Professional Liability Insurance for the services to be provide by Provider in the amount of $200,000.00 per claim with an Annual Aggregate of $600,000.00 for all claims.
2. Additional Insureds. County, its directors, officers and employees shall be added as additional insureds under the policy required under this Agreement.

VIII. ASSIGNMENT; SUCCESSORS AND ASSIGNS

Neither party may assign, in whole or in part, any interest it may have in this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

IX. THIRD PARTY BENEFICIARY EXCLUDED

No person not a party to this Agreement may bring a cause of action pursuant to this Agreement as a third-party beneficiary. This Agreement may not be interpreted to waive the sovereign immunity of any party to this Agreement to the extent such party may have immunity under Texas Law.

X. 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.

XI. TERMINATION

This Agreement may be terminated, with or without cause, by either party by providing written notice to the other party at least sixty (60) days prior to the intended date of termination.

XII. NOTICE

Any notice or other writing required by this Agreement shall be deemed given when personally delivered or mailed by certified or registered United States mail, postage prepaid, addressed as follows:

COUNTY:

Williamson County Judge
710 Main Street, Ste. 101
Georgetown, Texas 78626

With copy to:

Williamson County Sheriff
508 Rock Street
Georgetown, Texas 78626

PROVIDER:

Todd C. Harris, P.A.

[redacted]

XIII. SEVERABILITY

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

XIV. VENUE AND GOVERNING LAW

Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

XV. 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 or employees, nor to create any legal rights or claims 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.

XVI. COUNTY'S RIGHT TO AUDIT

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

XVII. APPROPRIATION OF FUNDS

COUNTY believes it has sufficient funds currently available and authorized for expenditure to finance the cost of this Agreement. PROVIDER understands and agrees that the COUNTY's payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payment under this Agreement.

The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness or either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that COUNTY shall have the right to terminate this Agreement at the end of any County fiscal year if the governing body of the COUNTY does not appropriate sufficient funds as determined by the COUNTY's budget for the fiscal year in question. The COUNTY may affect such termination by giving written notice of termination at the end of its then-current fiscal year.

NOW THEREFORE, this Agreement represents the entire understanding of and between the parties and supersedes all prior representations and prior agreements between the parties. This Agreement may not be varied orally but must be amended by written document of subsequent date duly executed by these parties.

WILLIAMSON COUNTY, TEXAS

_____
Williamson County Judge/Presiding Officer

Date: _____

PROVIDER

K Harris
Todd C. Harris, P.A.

Date: 8.20.25

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Aug 22 2025 Time: 10:24 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Aug 22 2025 Time: 7:14 am

WILLIAMSON COUNTY
PROFESSIONAL SERVICES AGREEMENT
FOR DENTAL SERVICES AT THE WILLIAMSON COUNTY JAIL

This Williamson County Professional Services Agreement for Dental Services at the Williamson County Jail ("Agreement") is entered into between Williamson County, Texas, hereinafter referred to as COUNTY, and Todd C. Harris, P.C., a Texas professional corporation, hereinafter referred to as PROVIDER, for the purpose of providing dental services for the inmates of the Williamson County Jail, hereinafter referred to as JAIL, which the Commissioners Court finds serves a public purpose and serves the public welfare of the citizens of Williamson County.

I.
SCOPE OF SERVICES

PROVIDER shall provide dental services as a dentist licensed to practice dentistry in the State of Texas for the inmates of the JAIL. All services by PROVIDER shall be performed according to the regularly accepted standards of dental care in the State of Texas.

PROVIDER shall have a duty to immediately notify COUNTY of any complaint, investigation, or adverse action taken against PROVIDER concerning his/her license to practice dentistry in the State of Texas.

PROVIDER shall be physically present in the JAIL infirmary to provide dental services for up to eight (8) hours per week for fifty-two (52) weeks during the term of this Agreement. PROVIDER will schedule these hours subject to the reasonable requests of the COUNTY through its jail staff or other authorized representative. PROVIDER shall have a duty to notify COUNTY through its jail staff in writing of any times when PROVIDER will not be available to provide dental services and PROVIDER will provide COUNTY with a suitable substitute. COUNTY shall be able to accept or reject such proposed substitute at its sole discretion and PROVIDER remains obligated to provide services under this Agreement until an acceptable substitute is available.

PROVIDER will provide dental services to all inmates requiring such attention. These dental services shall include Dental Emergency Coverage (DEC) services.

PROVIDER will be under no obligation to provide specialty dental services which are beyond PROVIDER's expertise. However, PROVIDER shall immediately inform COUNTY through its jail staff in writing of the need for inpatient care, hospitalization, or specialty dental services in the treatment of any inmate.

PROVIDER will provide consultation to the Lead Paramedic of the Williamson County Jail Infirmary and other jail staff on all questions of dental care provided under this Agreement.

PROVIDER will develop and write standing orders for use by the jail staff in the handling of the dental needs of the inmates.

PROVIDER will be available for phone consultation by jail staff at any time unless PROVIDER has followed the notice requirement and substitute dentist procedure outlined above for any periods when PROVIDER will not be available for phone consultation.

II.
TERM AND TERMINATION

This Agreement shall become effective as of the date of the last party to execute this Agreement, and continue for one (1) year thereafter. By separate writing, the parties may agree to extend this Agreement for an additional term following said initial term.

Either party may terminate this Agreement at any time for any reason (or without cause) on sixty (60) day's written notice to the other party. In the event of termination, it is understood and agreed that only the amounts due to PROVIDER for services provided and expenses incurred to and including the date of termination, will be due and payable.

III.
COST AND PAYMENT

COUNTY agrees to pay PROVIDER and PROVIDER agrees to accept the total sum of Six Thousand Six Hundred Sixty Six an No/100 Dollars ($6,666.66) each month during the term of this Agreement for the services described under "SCOPE OF SERVICES." This monthly amount may be modified by agreement of the parties at the beginning of each subsequent fiscal year of the COUNTY.

Any violation of the provisions of this Agreement by PROVIDER shall be grounds for withholding payment by the COUNTY until the violation is resolved to the satisfaction of the COUNTY.

Any travel costs associated with services provided herein is to be handled separately from this Agreement, and must be approved in writing by the Sheriff or his designated Chief or Assistant Chief Deputy prior to PROVIDER incurring travel costs if such costs are requested to be reimbursed by COUNTY.

COUNTY's payment for services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by COUNTY within thirty (30) days from the date of the Williamson County Sheriff's Office's receipt of an invoice. Interest charges for any late payments shall be paid by COUNTY in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of COUNTY's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, COUNTY shall notify PROVIDER of the discrepancy. Following COUNTY's notification of any discrepancy as to an invoice, PROVIDER must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Sheriff's Office. COUNTY shall pay the invoice within thirty (30) days from the date of the Williamson County Sheriff's Office's receipt of the corrected or revised invoice. COUNTY's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Sheriff's Office's receipt of the corrected or revised invoice.

IV.
CONFIDENTIALITY

All information regarding PROVIDER's work under this Agreement shall be held in strictest confidence unless pre-approved in writing by COUNTY. PROVIDER agrees to read and follow the COUNTY's "HIPAA PRIVACY COMPLIANCE MANUAL FOR TEXAS COUNTIES" regarding the use of inmate dental information.

V.
AGENCY-INDEPENDENT CONTRACTOR

Neither the COUNTY nor any employee thereof is an agent of PROVIDER and neither PROVIDER nor any employee thereof is an agent of the COUNTY. This agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege, or other amenities of employment by the other party.

VI.
ASSIGNMENT; SUCCESSORS AND ASSIGNS

Neither party may assign, in whole or in part, any interest it may have in this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

VII.
THIRD PARTY BENEFICIARY EXCLUDED

No person not a party to this Agreement may bring a cause of action pursuant to this Agreement as a third-party beneficiary. This Agreement may not be interpreted to waive the sovereign immunity of any party to this Agreement to the extent such party may have immunity under Texas law.

VIII.
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.

IX.
TERMINATION

This Agreement may be terminated, with or without cause, by either party by providing written notice to the other party at least sixty (60) days prior to the intended date of termination.

X.
NOTICE

Any notice or other writing required by this Agreement shall be deemed given when personally delivered or mailed by certified or registered United States mail, postage prepaid, addressed as follows:

COUNTY: Williamson County Judge
Dan A. Gattis (or successor)
301 S.E. Inner Loop, Ste. 109
Georgetown, Texas 78626

with copy to: Williamson County Sheriff
James Wilson (or successor)
508 Rock Street
Georgetown, Texas 78626

and with a copy to: Williamson County Attorney
Jana Duty (or successor)
405 M.L.K. St., Box #7
Georgetown, Texas 78626

PROVIDER: Todd C. Harris, P.C.
[redacted]

XI.
SEVERABILITY

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

XII.
VENUE AND GOVERNING LAW

Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

XIII.
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 or employees, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

XIV.
COUNTY'S RIGHT TO AUDIT

PROVIDER agrees that COUNTY or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of PROVIDER which are directly pertinent to the services to be performed under this Agreement

for the purposes of making audits, examinations, excerpts, and transcriptions. PROVIDER agrees that COUNTY shall have access during normal working hours to all necessary PROVIDER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. COUNTY shall give PROVIDER reasonable advance notice of intended audits.

XV.
APPROPRIATION OF FUNDS

COUNTY believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. PROVIDER understands and agrees that the COUNTY's payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

XVI.
ENTIRE AGREEMENT

This Agreement represents the entire understanding of and between the parties and supersedes all prior representations and prior agreements between the parties. This Agreement may not be varied orally, but must be amended by written document of subsequent date duly executed by these parties.

Executed this the 7th day of April, 2009.

WILLIAMSON COUNTY, TEXAS

Dan A. Gattis,
Williamson County Judge

Approved as to Form:

By: _____
Hal C. Hawes
Assistant Williamson County Attorney

By: _____
James Gilger, CPA,
Williamson County Contract
Management Auditor

PROVIDER:

Todd C. Harris, P.C.

By: _____

Printed Name: Todd C Harris DDS

Representative Capacity: Dentist

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:
2025-1352706

Date Filed:
08/20/2025

Date Acknowledged:
08/21/2025

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

TODD C. HARRIS, P.A.
AUSTIN, TX United States

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

WILCO JAIL

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

25-265122890404
DENTAL

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)

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:
2025-1352706

Date Filed:
08/20/2025

Date Acknowledged:

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

TODD C. HARRIS, P.A.
AUSTIN, TX United States

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

WILCO JAIL

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

25-265122890404
DENTAL

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

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

6 UNSWORN DECLARATION

[redacted]

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

Executed in Williamson County, State of TEXAS, on the 20 day of AUG (month), 2025 (year).

TC Harris

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **53.**

Meeting Date: 09/09/2025

Williamson County MUD #25 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 the 2nd Amendment to the Standard Agreement with Local Governmental Entities regarding off-duty contracting of County Sheriff's Deputies by and between Williamson County Municipal Utility District #25, Williamson County Sheriff's Office and Williamson County, Texas relating to a 2nd amendment to the vehicle reimbursement amount.

Background

On October 31, 2023, the Standard Agreement with Williamson County Municipal Utility District #25 was approved and executed on November 2, 2023, for a three-year period at a $13.00/hour vehicle reimbursement rate effective October 31, 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 Williamson County Municipal Utility District #25 for the vehicle rate increase.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WC MUD #25 2nd Amendment

Standard Agreement

1st Amendment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/22/2025 02:48 PM
Form Started By: Starla Hall		Started On: 08/22/2025 12:53 PM
Final Approval Date: 08/22/2025		

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 November 2, 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: Williamson County MUD No. 25

Signature: _____

Printed Name: Stanley Schwartz

Title: President

Date: July 15, 2025

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Matthew Lindemann

Signature of Official: _____

Date: August 22, 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 October 31, 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: Williamson County MUD No. 25

Signature: _____

Printed Name: Jason Natho

Title: President

Date: October 17, 2023

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: _____

Date: October 20, 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 (Nov 2, 2023 15:07 CDT)
Williamson County Judge or
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Date: Nov 2, 2023, 20____

[1] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Item #18 Williamson County MUD #25 Standard Agreement

Final Audit Report 2023-11-02

Created:	2023-10-31
By:	Starla Hall (starlahall@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhNE2GxhWhddq4bEceKkYifftJc7ZJWLa

"Item #18 Williamson County MUD #25 Standard Agreement" History

Document created by Starla Hall (starlahall@wilco.org)
2023-10-31 - 6:16:09 PM GMT

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for signature
2023-10-31 - 6:17:38 PM GMT

Email sent to amanda.brown@wilco.org bounced and could not be delivered
2023-10-31 - 6:17:44 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-11-01 - 3:21:35 PM GMT

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-11-02 - 7:15:43 PM GMT

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2023-11-02 - 7:15:43 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2023-11-02 - 7:18:37 PM GMT

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2023-11-02 - 8:07:07 PM GMT - Time Source: server

Agreement completed.
2023-11-02 - 8:07:07 PM GMT

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Adobe
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 November 2, 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: Williamson County MUD No. 25

Signature: _____

Printed Name: Stanley Schwentz

Title: President MUD #25

Date: 08/20 _____, 2024

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: _____

Date: August 22, 2024

Address of Office: 508 S. Rock St.
Georgetown, Texas 78626

COUNTY:

By: Bill Gravell Jr.
Bill Gravell (Aug 28, 2024 10:41 CDT)

Williamson County Judge or
Presiding Officer,
Williamson County Commissioners Court
710 Main Street, Suite 101
Georgetown, Texas 78626

Date: Aug 28, 2024 _____, 20____

Item #19 Williamson County MUD #25 Amendment

Final Audit Report 2024-08-28

Created:	2024-08-27
By:	Starla Hall (starlahall@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAASA9-L5639nGTJ24UBxHKWxyAhOh4FUoO

"Item #19 Williamson County MUD #25 Amendment" History

Document created by Starla Hall (starlahall@wilco.org)
2024-08-27 - 5:14:12 PM GMT- IP address: 66.76.4.65

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for signature
2024-08-27 - 5:14:53 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-08-27 - 6:21:36 PM GMT- IP address: 66.76.4.65

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-08-27 - 6:22:03 PM GMT- IP address: 66.76.4.65

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2024-08-27 - 6:22:03 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2024-08-28 - 3:41:24 PM GMT- IP address: 66.76.4.65

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2024-08-28 - 3:41:34 PM GMT - Time Source: server- IP address: 66.76.4.65

Agreement completed.
2024-08-28 - 3:41:34 PM GMT

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Commissioners Court - Regular Session **54.**

Meeting Date: 09/09/2025

Parkside on the River MUD #1 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 Parkside on the River Municipal Utility District #1, 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 Parkside on the River MUD #1 was approved in 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 Parkside on the River MUD #1 for the vehicle rate increase.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Parkside on the River MUD #1 2nd Amendment

Standard Agreement

1st Amendment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/25/2025 08:26 AM
Form Started By: Starla Hall		Started On: 08/23/2025 02:46 PM
Final Approval Date: 08/25/2025		

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: Parkside on the River Municipal Utility District No. 1

Signature: Will Brandt

Printed Name: Will Brandt

Title: Vice President

Date: August 21, 2025

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Matthew Lindemann

Signature of Official: Matthew Lindemann

Date: August 22, 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 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 October 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 vehicles 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: Parkside on the River Municipal Utility District No. 1

Signature: _____

Printed Name: Blake Sayers

Title: President, Board of Directors

Date: August 16, 2023

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: _____

Date: August 18, 2023

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

COUNTERPART SIGNATURE PAGE
TO STANDARD AGREEMENT WITH
LOCAL GOVERNMENTAL ENTITY
REGARDING OFF-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 15:55 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 #20 Parkside on the River MUD #1 Standard Agreement

Final Audit Report 2023-08-29

Created:	2023-08-29
By:	Starla Hall (starlahall@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhP-MCHj_jmVGIWkBYMICc8deRWI7voTW

"Item #20 Parkside on the River MUD #1 Standard Agreement" History

Document created by Starla Hall (starlahall@wilco.org)
2023-08-29 - 5:34:43 PM GMT

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for signature
2023-08-29 - 5:36:25 PM GMT

Email sent to amanda.brown@wilco.org bounced and could not be delivered
2023-08-29 - 5:36:49 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-08-29 - 5:45:14 PM GMT

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-08-29 - 5:45:37 PM GMT

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2023-08-29 - 5:45:37 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2023-08-29 - 8:55:29 PM GMT

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2023-08-29 - 8:55:37 PM GMT - Time Source: server

Agreement completed.
2023-08-29 - 8:55:37 PM GMT

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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: Parkside on the River Municipal Utility District No. 1

Signature: Will Brandt

Printed Name: Will Brandt

Title: Vice President, 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 14, 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 #34 Parkside on the River MUD #1 Amendment

Final Audit Report 2024-08-22

Created:	2024-08-20
By:	Starla Hall (starlahall@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAe0r6cLNHTtZs91pt9RNsZZuVNEqzZ5Q2

"Item #34 Parkside on the River MUD #1 Amendment" History

Document created by Starla Hall (starlahall@wilco.org)
2024-08-20 - 9:54:55 PM GMT- IP address: 66.76.4.65

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for signature
2024-08-20 - 9:55:44 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-08-20 - 9:56:25 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 - 9:56:41 PM GMT- IP address: 66.76.4.65

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2024-08-20 - 9:56:41 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2024-08-21 - 11:48:37 AM GMT- IP address: 74.192.154.197

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2024-08-22 - 4:37:27 PM GMT - Time Source: server- IP address: 66.76.4.65

Agreement completed.
2024-08-22 - 4:37:27 PM GMT

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Commissioners Court - Regular Session **55.**

Meeting Date: 09/09/2025

Fern Bluff MUD 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 Fern Bluff Municipal Utility District, Williamson County Sheriff's Office and Williamson County, Texas relating to a 2nd Amendment to the vehicle reimbursement amount.

Background

On September 26, 2023, the Standard Agreement with Fern Bluff MUD was approved in 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 the 2nd amendment with Fern Bluff MUD for the vehicle rate increase.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Fern Bluff MUD 2nd Amendment

Standard Agreement

1st Amendment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/28/2025 08:30 AM
Form Started By: Starla Hall		Started On: 08/27/2025 08:47 PM
Final Approval Date: 08/28/2025		

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 September 26, 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: Fern Bluff MUD

Signature: George Sabatino

Printed Name: George Sabatino

Title: President, Board of Directors

Date: August 26, 2025

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Matthew Lindemann

Signature of Official: Matthew Lindemann

Date: August 27, 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 October 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: Fern Bluff MUD

Signature: _____

Printed Name: George Sabatino

Title: President

Date: September 12, 2023

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: _____

Date: September 15, 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 (Sep 26, 2023 10:17 CDT)

Williamson County Judge or
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Date: Sep 26, 2023 _____, 20____

[1] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Item #19 Fern Bluff MUD Standard Agreement

Final Audit Report 2023-09-26

Created:	2023-09-25
By:	Starla Hall (starlahall@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6Q2j6lmJO1JcSjalLhQ6Ca6pcw9xHwv3

"Item #19 Fern Bluff MUD Standard Agreement" History

Document created by Starla Hall (starlahall@wilco.org)
2023-09-25 - 9:47:33 PM GMT

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for signature
2023-09-25 - 9:48:05 PM GMT

Email sent to amanda.brown@wilco.org bounced and could not be delivered
2023-09-25 - 9:48:14 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-09-26 - 3:01:40 PM GMT

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-09-26 - 3:01:56 PM GMT

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2023-09-26 - 3:01:56 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2023-09-26 - 3:11:48 PM GMT

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2023-09-26 - 3:17:55 PM GMT - Time Source: server

Agreement completed.
2023-09-26 - 3:17:55 PM GMT

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Adobe
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 September 26, 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: Fern Bluff MUD

Signature: George Sabatino

Printed Name: George Sabatino

Title: President, Board of Directors

Date: July 23, 2024

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: Michael T. Gleason

Date: September 3, 2024

Address of Office: 508 S. Rock St.
Georgetown, Texas 78626

COUNTY:

By: Bill Gravell Jr.
Bill Gravell (Sep 11, 2024 07:11 CDT)

Williamson County Judge or
Presiding Officer,
Williamson County Commissioners Court
710 Main Street, Suite 101
Georgetown, Texas 78626

Date: Sep 11, 2024 _____, 20____

Item #45 Fern Bluff MUD Amendment for County Sheriff

Final Audit Report 2024-09-11

Created:	2024-09-10
By:	Starla Hall (starlahall@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAArubC45ilg5Jj0PyzN9P1jdNpdOWU9zsL

"Item #45 Fern Bluff MUD Amendment for County Sheriff" History

Document created by Starla Hall (starlahall@wilco.org)
2024-09-10 - 3:42:48 PM GMT- IP address: 66.76.4.65

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for signature
2024-09-10 - 3:45:32 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-09-10 - 5:50:06 PM GMT- IP address: 66.76.4.65

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-09-10 - 5:50:42 PM GMT- IP address: 66.76.4.65

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2024-09-10 - 5:50:42 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2024-09-11 - 12:11:41 PM GMT- IP address: 74.192.154.197

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2024-09-11 - 12:11:52 PM GMT - Time Source: server- IP address: 74.192.154.197

Agreement completed.
2024-09-11 - 12:11:52 PM GMT

Powered by Adobe Acrobat Sign

Commissioners Court - Regular Session **56.**

Meeting Date: 09/09/2025

Stonewall Ranch MUD 1st 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 1st Amendment to the Standard Agreement with Local Governmental Entities regarding Off-Duty contracting of County Sheriff's Deputies by and between Stonewall Ranch Municipal Utility District, Williamson County Sheriff's Office and Williamson County, Texas relating to an amendment to the vehicle reimbursement amount.

Background

On April 1, 2025, the Standard Agreement with Stonewall Ranch MUD was approved in Commissioners Court for a three-year period at a $14.00/hour vehicle reimbursement rate. On June 24, 2025, the Commissioners Court approved an increase effective October 1, 2025, to $15.00 per hour. Since the current Standard Agreement does not expire until September 30, 2027, the Sheriff's Office is presenting this 1st amendment with Stonewall Ranch MUD for the vehicle rate increase.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Stonewall Ranch MUD 1st amendment

Standard Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/25/2025 04:25 PM
Form Started By: Starla Hall		Started On: 08/25/2025 03:53 PM
Final Approval Date: 08/25/2025		

Docusign Envelope ID: 8C911836-0C40-4F6E-9C06-0CD9C1A5BFF9

AMENDMENT TO STANDARD AGREEMENT WITH LOCAL GOVERNMENTAL ENTITY REGARDING OFF-DUTY CONTRACTING OF COUNTY LAW ENFORCEMENT AGENCY DEPUTIES

This Amendment to Standard Agreement with Local Governmental Entity Regarding Off-Duty Contracting of County Law Enforcement Agency 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 Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

RECITALS

WHEREAS, the LGE, COUNTY, and LEA previously executed that certain Standard Agreement with Local Governmental Entity Regarding Off-Duty Contracting of County Law Enforcement Agency Deputies (the "Agreement"), being dated effective as of the date of the Commissioners Court approval and execution on April 1, 2025, wherein COUNTY granted permission for the LGE to contract, in a private capacity, with Deputies of the LEA 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 LEA 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 Area; 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.

Docusign Envelope ID: 8C911836-0C40-4F6E-9C06-0CD9C1A5BFF9

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 LEA have executed this Amendment, in duplicate, to be effective as October 1, 2025.

Local Governmental Entity (LGE):

Name of LGE: Stonewall Ranch Municipal Utility District

Signature: Signed by: Dallas Worth 7D13DF7619434B5...

Printed Name: Dallas Worth

Title: Vice President

Date: July 7, 2025

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of LEA: Sheriff

Printed Name of Official: Matthew Lindemann

Signature of Official: Matthew Lindemann

Date: August 25, 2025

Address of Office: 508 S. Rock St.
Georgetown, Texas 78626

Docusign Envelope ID: 8C911836-0C40-4F6E-9C06-0CD9C1A5BFF9

COUNTY:

By: _____
Williamson County Judge or
Presiding Officer,
Williamson County Commissioners Court
710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____ _____, 20____

Docusign Envelope ID: 222D9668-8B57-4114-9501-FFEAFCDABAAE

STATE OF TEXAS	§	**STANDARD AGREEMENT WITH**
	§	**LOCAL GOVERNMENTAL ENTITY**
	§	**REGARDING OFF-DUTY**
	§	**CONTRACTING OF COUNTY**
COUNTY OF WILLIAMSON	§	**LAW ENFORCEMENT AGENCY DEPUTIES**

This interlocal agreement (hereinafter, the "AGREEMENT") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the LGE to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the LGE, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES cannot enforce policies or rules of the LGE. To the extent applicable, the DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. ***LGE expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of LGE when contracted by the LGE.***

2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its contractor relationships with DEPUTIES. The LGE, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES performing services for the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas, intergovernmental risk pool or equivalent coverage through the Texas Municipal League Intergovernmental Risk Pool with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on April 1, 2025 and shall terminate on September 30, 2025, and will have two (2) additional one (1) year automatic renewal terms. The AGREEMENT will automatically renew on October 1, 2025, and October 1, 2026. The Agreement must be revisited with proper approvals from

the applicable governing bodies and elected official(s) for FY2028. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' advance written notice to the other party.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of **$14.00 per hour per vehicle** (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above-described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's boundaries; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

8. On a monthly basis for each vehicle used by DEPUTIES, LGE agrees to cause DEPUTIES to maintain a written log of all times that vehicles are used for off-duty work, whether the vehicle is actually driven or parked. LGE shall provide such vehicle time records to COUNTY and LEA no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

LEA: At the address set forth on the signature page below.

COUNTY: Williamson County Auditor's Office
Attn: Finance Director
710 Main Street, Suite 301
Georgetown, Texas 78626

9. LGE agrees that it shall pay DEPUTIES directly and file all applicable reporting forms with the Internal Revenue Service, as determined by the LGE.

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.

11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY or LGE, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY and LGE do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

LGE:

Name of LGE: STONEWALL RANCH MUNICIPAL UTILITY DISTRICT

Signature: Signed by: Dallas Worth

Printed Name: Dallas Worth

Title: Stonewall Ranch MUD Board of Directors - Vice President

Date: 3/21/2025

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

LEA: Sheriff

Printed Name of Official: Matthew Lindemann

Signature of Official: Matthew Lindemann

Date: March 21, 2025

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

Docusign Envelope ID: 222D9668-8B57-4114-9501-FFEAFCDABAAE

COUNTERPART SIGNATURE PAGE REGARDING COUNTY-VEHICLE USE DURING OFF-DUTY SERVICES OF COUNTY DEPTUIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR CONFIRMATION OF BUDGETARY AUTHORIZATION RELATED TO USE OF VEHICLES FOR OFF-DUTY WORK[1]

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: Valerie Covey
Valerie Covey (Apr 1, 2025 16:21 CDT)
Williamson County Judge or
Presiding Officer,
Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Date: Apr 1, 2025 _____, 20____

[1] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Item #31 Stonewall Ranch MUD Standard Vehicle Agreement

Final Audit Report 2025-04-01

Created:	2025-04-01
By:	Starla Hall (starlahall@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0vYCuG6XZnICw3Fej1mdpSs6W7WmQdlS

"Item #31 Stonewall Ranch MUD Standard Vehicle Agreement" History

Document created by Starla Hall (starlahall@wilco.org)
2025-04-01 - 5:32:51 PM GMT- IP address: 66.76.4.65

Document emailed to Delia Colon (delia.colon@wilco.org) for signature
2025-04-01 - 5:33:49 PM GMT

Email viewed by Delia Colon (delia.colon@wilco.org)
2025-04-01 - 7:10:54 PM GMT- IP address: 66.76.4.65

Document signing delegated to Valerie Covey (vcovey@wilco.org) by Delia Colon (delia.colon@wilco.org)
2025-04-01 - 7:11:46 PM GMT- IP address: 66.76.4.65

Document emailed to Valerie Covey (vcovey@wilco.org) for signature
2025-04-01 - 7:11:46 PM GMT

Email viewed by Valerie Covey (vcovey@wilco.org)
2025-04-01 - 9:15:56 PM GMT- IP address: 104.47.65.254

Document e-signed by Valerie Covey (vcovey@wilco.org)
Signature Date: 2025-04-01 - 9:21:36 PM GMT - Time Source: server- IP address: 173.219.39.210

Agreement completed.
2025-04-01 - 9:21:36 PM GMT

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Adobe
Acrobat Sign

Commissioners Court - Regular Session **57.**

Meeting Date: 09/09/2025

Approval of Amendment to Master Services Agreement (#202459) – MCA (formerly Knight Security) for Information Systems

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving an Amendment to the Master Services Agreement (#202459) between Williamson County and MCA (formerly Knight Security) for $3,486.65 for Year 2 of 5, increasing the contract total from $161,124.62 to $164,611.27,and authorizing the execution of the amendment.

Background

Approve the amendment to the Master Services Agreement (MSA) #202459 with MCA to reflect the Year 2 contract increase of $3,486.65 for the inclusion of the RR Annex, located at 1801 E. Old Settlers Blvd., in the Secure Plan. This amendment increases the contract total from $161,124.62 to $164,611.27. The Secure Plan includes security monitoring, support, and maintenance services. The Commissioner's Court approved the original contract on November 21, 2023 (Agenda Item #65). Future years may be adjusted if additional buildings are added to the plan. Form 1295 is not required as the vendor is a publicly traded company. Funding Source: 01.0100.0503.004500. Point of Contact: Tammy McCulley, IT Department.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

MCA Amendment Redacted

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/29/2025 02:58 PM
Form Started By: Cheryl Johnson		Started On: 07/10/2025 08:49 AM
Final Approval Date: 08/29/2025		

ADDENDUM TO THE
WILLIAMSON COUNTY FY24 MASTER SECUREPLAN – 5 YEAR TERM V2 - PROJECT SCOPE OF WORK
WITH
MOBILE COMMUNICATIONS AMERICA, INC
(Effective November 21, 2023)

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

THIS ADDENDUM TO THE WILLIAMSON COUNTY FY24 MASTER SECUREPLAN – 5 YEAR TERM V2 – PROJECT SCOPE OF WORK ("Amendment") is entered into as of the last party's execution hereof, by and between Williamson County, Texas ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Mobile Communications America, Inc. ("MCA"), both of which are referred to herein as the parties.

WHEREAS, the County and MCA agreed to a Scope of Work, dated effective November 21, 2023 ("SOW"), setting forth the terms and conditions pursuant to which MCA agreed to provide certain services;

WHEREAS, the Parties desire to amend the SOW to increase the not-to-exceed amount to include the addition of a new building located at 1801 E. Old Settlers Blvd.

NOW THEREFORE, the Parties agree that the SOW is amended as follows:

AMENDMENT

This Amendment will revise the compensation to add $3,486.65 to the original SOW, as set out in Quote #[redacted] attached as Exhibit "A" hereto and in accordance with the Cooperative Purchasing Contract DIR-CPO-4494. The new not-to-exceed amount shall be **One Hundred Sixty-Four Thousand Six Hundred Eleven Dollars and Twenty-Seven Cents ($164,611.27)** per fiscal year. For purposes of this Amendment, the County's fiscal year shall be October 1st to September 30th.

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

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

I. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment and to fulfil its obligations under the SOW; and, furthermore, the SOW and this Amendment are the valid, binding, and enforceable obligations of such party.

II. All other terms of the SOW which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

III. Entire Agreement & Incorporated Documents: This Amendment incorporates the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Agreement include the following:

A. Williamson County FY24 Master SecurePlan – 5 Year Term V2 – Project Scope of Work, incorporated by reference;
B. The cooperative purchasing contract DIR CPO-4494, incorporated by reference and
C. Quote #[redacted] attached as Exhibit "A".

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last patty's execution hereof.

WILLIAMSON COUNTY:

_____
Authorized Signature

Hon. Steven Snell
County Judge

Date: _____, 20___

MOBILE COMMUNICATIONS AMERICA, INC.:

Barry Downs
Authorized Signature

Barry Downs, Territory VP
Printed Name

Date: August 11 ,20 25

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Aug 25 2025 Time: 3:51 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Aug 25 2025 Time: 11:52 am

Exhibit “A”
Quote #[redacted]

Mobile Communications America, Inc.
4509 Freidrich Lane
Suite 110
Austin TX 78744
(512) 892-8801
United States

Bill To
Accounts Payable
Williamson County
301 SE Inner Loop
Ste. 105,
Georgetown TX 78626
(512) 943-1630
United States

Ship To
Williamson County
200 Wilco Way
Georgetown TX 78626
(512) 409-6222
United States

Quote #	Quote Date	Expires
Q[redacted]	6/9/2025	9/7/2025

Billing Frequency	Term Length	Start Date	End Date
Annually	12 Months	10/1/2024	9/30/2025

Description	Purchase Order
DIR SecurePlan/Video Surveillance : Williamson County - Round Rock Annex // 1801 E Old Settlers Blvd DIR□□PO□□□□□	

Subscription	Qty	Rate	Frequency	Repeat Every	Amount
SecurePlan	1				
MCA-SEC-SA-SECUREPLAN	1	$3,486.65	Annually	1	$3,486.65
This SecurePlan classic package includes hands-on strategy and on-site support from our proven experts.					

Subtotal	$3,486.65
Shipping	
Tax Total	$0.00
Total	**$3,486.65**

STATEMENT OF WORK

SecurePlan

This SOW sets forth supplemental terms & conditions applicable to SecurePlan to be provided. Capitalized terms used in this SOW, but not defined herein, shall have the meaning given to them in the main body of this Agreement. All references in this SOW to the Agreement shall mean the main body of the Agreement with the SOWs and Exhibits.

SecurePlan Service Levels.

SYSTEM HEALTH MONITORING*	SecurePlan 24	SecurePlan	SecurePlan Limited	MCA Standard Warranty
System health monitoring*	✓	✓	✓	N/A
Client notification of detected system issues	✓	✓	✓	N/A
Predictive failure alerts on core components	✓	✓	✓	N/A
Proactive resolution of detected system issues	✓	✓	✓	N/A
REMOTE SUPPORT				
Remote diagnostics and issue remediation	✓	✓	✓	N/A
On-demand remote support session	✓	✓	✓	N/A
Customer help desk	✓	✓	✓	N/A
Coordination of on-site repair	✓	✓	✓	N/A
Same day remote service	✓	✓	✓	N/A
Remote delivered annual function test	✓	✓	N/A	N/A
ON-SITE SUPPORT				
Warranty device replacement	✓	✓	N/A	1yr
Out of warranty device repairs/replacement	✓	✓	N/A	N/A
Guaranteed same-day response	✓	✓	N/A	N/A
Free loaner equipment	✓	✓	N/A	N/A
Technician travel included	✓	✓	N/A	1yr
Annual system inspection, cleaning & testing	✓	✓	N/A	N/A
Annual system software upgrades (including labor)	✓	✓	✓**	N/A
Discount on labor for billable service work	10%	10%	N/A	N/A
On-site customer training session	✓	✓	N/A	N/A
24x7 Service included	✓	N/A	N/A	N/A
4 Hour service response	✓	N/A	N/A	N/A
ADMINISTRATIVE				
Maintenance of system records	✓	✓	✓	N/A
Software license management	✓	✓	✓	N/A
Annual technical planning session	✓	✓	N/A	N/A

**System Health Monitoring Requires access to Internet for outbound traffic*

***Annual System Software Upgrades for SecurePlan Limited are remote only*

GENERAL. Included in this Agreement are all parts and labor of the specified equipment in Exhibit B and MCA shall service upon Customer's request (or from MCA Sentry Proactive Health Alerts) the security system installed in Customers facilities. All repairs, replacement or alteration of the security system made without

MCAs written consent by third party alteration to Customer's systems or premises, or caused by unauthorized intrusion, water, insects, vermin, lightning, severe weather conditions, or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Customer. Electrical surges, lightning damage, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturers useful life are not included in service and will be repaired only if possible. Obsolete equipment not able to be repaired will need to be replaced at Customers expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without MCAs written consent. Customer understands and agrees that security system equipment not capable of supporting current system or software upgrades will not be upgraded and will effectively be stranded at the current level, which may become unsupported by the manufacturer.

WIRELESS AND INTERNET ACCESS CAPABILITIES. Customer is responsible for supplying high-speed Internet access and/or wireless services at Customers premises. MCA does not provide Internet service, maintain Internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. MCA is not responsible for Customers access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by Customer to access the system. Customer acknowledges that Customers security system can be compromised if the codes or devices used for access are lost or accessed by others and MCA shall have no liability for such third-party unauthorized access. MCA is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Customers responsibility to secure access to the system with pass codes and lock out codes. MCA is not responsible for access to wireless networks or devices that may not be supported by communication carriers and upgrades to Customers system will be at Customers expense.

REMOTE ACCESS. The equipment will transmit data via Customers high-speed Internet, cellular or radio communication service from remote device supplied by MCA or Customers Internet or wireless connection device which is compatible with MCAs remote services. MCA will grant access to server permitting Customer to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera (s) and control other remote automation devices that may be installed or, when system design permits, connect the system to the Internet (over which MCA has no control). The remote services server is provided either by MCA or a third party. MCA shall install the camera (s) in a permissible legal location in Customers premises to permit Customer viewing. MCA shall have no responsibility for failure of data transmission, corruption, or unauthorized access by hacking or otherwise and shall not monitor or view the camera data. Electronic data may not be encrypted and wireless components of the alarm system may not meet Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology [NIST] or any other established criteria for encryption and MCA shall have no liability for access to the alarm system by others.

SECURITY SYSTEM ACCESS ON TERMINATION / TITLE TO EQUIPMENT. Provided Customer performs its obligations under this Agreement for the full term, upon termination MCA shall provide to Customer administrator access to Customers systems. Upon installation the Equipment shall be deemed Customers personal property and shall not be considered a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Customer shall

not permit the attachment thereto of any apparatus not furnished by MCA. MCAs signs and decals remain the property of MCA and must be removed upon termination of this Agreement.

MCAS RIGHT TO SUBCONTRACT SPECIAL SERVICES. Customer agrees that MCA is authorized and permitted to subcontract any services to be provided by MCA to third parties who may be independent of MCA, and that MCA shall not be liable for any loss or damage sustained by Customer by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Customer appoints MCA to act as Customers agent with respect to such third parties, except that MCA shall not obligate Customer to make any payments to such third parties. Customer acknowledges that this Agreement, and particularly those paragraphs relating to MCAs disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and Monitoring Center of MCA.

LIMITATION OF LIABILITY. MCAS LIABILITY SHALL BE LIMITED TO THE SUM OF $500.00 OR 6 TIMES THE MONTHLY PAYMENT FOR SERVICES BEING PROVIDED UNDER THIS SOW AT TIME OF LOSS, WHICHEVER IS GREATER. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS INSURANCE COVERAGE, AND NOTWITHSTANDING THE FOREGOING SENTENCE, MCAS LIABILITY SHALL NOT EXCEED ITS AVAILABLE GENERAL LIABILITY INSURANCE COVERAGE. CUSTOMER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS EXCULPATORY CLAUSE, INDEMNITY, INSURANCE AND ALLOCATION OF RISK AND LIMITATION OF LIABILITY PROVISIONS.

LIQUIDATED DAMAGES. The Parties agree that, due to the nature of the services to be provided by MCA, in the event of Customer's breach of this Agreement it would be difficult if not impossible to fix MCAs actual damages. Therefore, in the event Customer defaults in any payment or charges to be paid to MCA, Customer shall be immediately liable for any unpaid invoiced charges plus 50% of the balance of all payments for the entire term of this Agreement as LIQUIDATED DAMAGES and MCA shall be permitted to terminate all its services, including but not limited to terminating monitoring service, under this Agreement and to remotely re-program or delete any programming without relieving Customer of any obligation herein. The Parties acknowledge and agree that such amounts payable under this section constitute reasonable compensation and not a penalty, and CUSTOMER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE.

ACCESS CONTROL SYSTEM OPERATION AND LIMITATIONS / ACCESS CONTROL ADMINISTRATION. If Access Control is selected as a service to be provided, Access Control equipment shall be connected to a computer supplied by the Customer and connected to Customers computer network. MCA shall have no liability for data corruption or inability to retrieve data even if caused by MCAs negligence. Customers data shall be maintained confidential and shall be retrieved and released only to Customer or upon Customers authorization or by legal process. Internet access is not provided by MCA and MCA has no responsibility for such access or IP address service. MCA shall have no liability for unauthorized access to the system through the Internet or other communication networks or data corruption or loss for any reason whatsoever. If Access Control Administration is selected as a service to be provided MCA will maintain the data base for the operation of the Access Control System. Customer will advise MCA of all change in personnel and/

or changes in access levels of authorization and restrictions, providing access card serial numbers or biometric data and such information that Customer deems necessary to identify personnel. All communication by Customer to MCA regarding personnel access must be in writing via email or certified mail to addresses designated by MCA. MCA shall have remote Internet access to the Customers designated access control computer to program and make data base updates to the system. Customer is responsible for maintaining its computer and computer network and Internet access.

AUDIO / VIDEO SYSTEM VIDEO SYSTEM ADMINISTRTION OPERATION AND LIMITATIONS. If Audio/Video System is selected as a service to be provided, and if video equipment is attached to a recorder, it shall not be used for any other purpose. MCA shall be permitted to access and make changes to the systems operation on site and over the internet. MCA shall have no liability for data corruption or inability to retrieve data even if caused by MCAs negligence. Customers data shall be maintained confidential and shall be retrieved and released only to Customer or upon Customers authorization or by legal process. Telephone or internet access is not provided by MCA and MCA has no responsibility for such access or IP address service. If system has remote access MCA is not responsible for the security or privacy of any wireless network system or router, and it is the Customers responsibility to secure access to the system with pass codes and lock outs. MCA shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever. If audio or video devices are installed, Customer has been advised to independently ascertain that the audio or video devices are used lawfully. MCA has made no representations and has provided no advice regarding the use of audio or video devices, and it is Customers sole responsibility to use the camera and audio devices lawfully.

EXHIBIT A

SECUREPLAN - MCA STATE LICENSES

Licensed Regulated by:

The Texas Department of Public Safety Private Security Bureau

License No.: [redacted]

Complaints Directed To: P.O. Box 4087, Austin, TX 78773, (800) 224-5744 or

www.dps.texas.gov/rsd/psb/consumer/info_complaints.htm

IN WITNESS WHEREOF, the undersigned agree the audit and testing is completed and both Parties are clear on what is, and is not, covered by this Agreement.

MCA:	CUSTOMER:
By: Barry Downs	By:
Name: Barry Downs	Name:
Title: Territory VP	Title:
Date: 8/11/25	Date:

Commissioners Court - Regular Session **58.**

Meeting Date: 09/09/2025

Approval of Amendment to contract #2025232 between Williamson County, Texas and Carahsoft Technology Corporation for Information Systems

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take the appropriate action on approving Amendment to Contract #202532 between Williamson County, Texas, and Carahsoft Technology Corporation to complete key projects before the end of the fiscal year (the allocated hours must be used by the end of September or, if unused, rolled over into the Support Services for FY26), in the total amount of $4,376.24, increasing the contract to $22,876.24, which is within 25%, and authorizing the execution of the amendment.

Background

Request approval of an amendment to Contract No. 202532 for services between Carahsoft Technology Corporation and Williamson County, Texas, to add 22 additional hours. These hours will be utilized to complete key projects before the end of the current fiscal year. This amendment will increase the existing contract from $18,500.00 to $22,876.24. The Commissioners Court approved the original contract on October 15, 2024 (Agenda Item #24). Funding Source 01.0100.0503.004100. Point of contact is Tammy McCulley.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment

MSA

1295 document

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/02/2025 11:44 AM
Form Started By: Cheryl Johnson		Started On: 08/26/2025 10:23 AM
Final Approval Date: 09/02/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM #1 TO CARAHSOFT TECHNOLOGY CORPORATION'S STATEMENT OF WORK #SN090424 (Change Order Quote #[redacted]

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

THIS ADDENDUM TO THE SERVICES CONTRACT ("Amendment") is entered into as of the last party's execution hereof, by and between Williamson County, Texas ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Carahsoft Technology Corporation ("Service Provider"), both of which are referred to herein as the parties.

WHEREAS, the County and Service Provider entered into a Service Contract, dated effective October 17, 2025 (the "Contract"), setting forth the terms and conditions pursuant to which Service Provider agreed to provide certain services;

WHEREAS, the Parties desire to amend the Contract to extend the completion date to add twenty-two (22) more hours to complete key projects before the end of the fiscal year. The Parties also desire to amend the not-to-exceed amount. Hours will be used before the end of the fiscal year 2025 or rolled over into fiscal year 2026.

NOW THEREFORE, the Parties agree that the Contract is amended as follows:

I. Section III. **Consideration and Compensation** of the Contract shall be amended as follows:

Consideration and Compensation: This Amendment will revise the not-to-exceed amount to the original Contract to add $4,376.24, as set out in the Change Order Quote #[redacted], attached as Exhibit "A-1" hereto and in

accordance with the Cooperative Purchasing Contract DIR-TSO-4288. The new not-to-exceed amount for this Contract shall be **Twenty-Two Thousand Eight Hundred Seventy-Six Dollars and Twenty-Four ($22,876.24)**.

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

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

II. Section XXI. **Entire Contract & Incorporated Documents: Conflicting Terms:** of the Contract shall be amended as follows:

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

A. The Original Carahsoft SOW SN090424, and its Exhibits approved October 17, 2025, incorporated by reference;
B. The cooperative purchasing contract DIR-CPO-4777, incorporated by reference;
C. Insurance certificates evidencing coverages required herein above, incorporated by reference and;
D. Change Order Quote #[redacted], attached as Exhibit "A-1".

III. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment and to fulfil its obligations under the Contract; and, furthermore, the Contract and this Amendment are the valid, binding, and enforceable obligations of such party.

IV. All other terms of the Contract which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last patty's execution hereof.

In all other respects, the Service Contract is reaffirmed.

The undersigned parties bind themselves to the faithful performance of this Service Contract. It is mutually understood that this Addendum #1 shall not become effective until signed by both parties below.

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____, 20___

CARAHSOFT TECHNOLOGY CORP.:

Elaine Shadid
Authorized Signature

Elaine Shadid
Printed Name

Date: August 26, 2025

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Aug 26 2025 Time: 11:14 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Aug 26 2025 Time: 8:54 am

Exhibit "A-1"
Change Order Quote #[redacted]

Professional Services

carahsoft

Project Change Order

Contract Information

Customer: **Williamson County**
Project Name: **Support Servies Block of Hours**
PO Number: **187730**
Contract Date: **10/22/2024**
ServiceNow SOW: (SN SOW # referenced in the SOW CO they provide)
Carahsoft Ref: **24160854**

Change Order Information

EU Contact Name: Michelle Kleen
Change Order #: **1**
Change Order Name: Williamson County Support Services
Carahsoft Quote #: [redacted]

This Change Order ("Change Order"), effective as of the last signature date noted below ("Effective Date"), is made by Carahsoft Technology ("Carahsoft") and the customer entity set forth herein ("Customer") pursuant to the referenced project ("Contract"). In the event of any inconsistency or conflict between the project and this Task Order, the terms of this Task Order shall control with respect to the services set forth herein ("Services" or "Contract"). Capitalized terms are defined in the SOW if they are not defined herein. The terms of the SOW control this Change Order.

FOR VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES, EACH ACTING UNDER DUE AND PROPER AUTHORITY, EXECUTE THIS Task Order AS OF THE EFFECTIVE DATE.

CUSTOMER NAME	Carahsoft Technology
Signature:	Signature: Elaine Shadid
Name: (print name)	Name: Elaine Shadid
Title:	Title: Service Contract Specialist -Team lead
Date:	Date: 08/26/2025

This Change Order is made pursuant to the SOW issued by Carahsoft to provide ServiceNow Services to Customer. The following item(s) are hereby modified as follows:

Change Order			
Title	Williamson County Support Services CO	CO Number	CO0011190
Project Name	Williamson County SS Change Order	Project Number	PRJ0130631
Requestor	Michelle Kleen	Date of Request	8/18/2025
Description	Williamson County needs 22 more hours to complete a couple key projects before the end of their fiscal year. These hours will be used by the end of September or rolled over into their Support Services Renewal for FY26.		
Business Justification	The county needs 22 more hours for key projects to be done in the next month.		
Impact of Change	Change will add 22 hours to their support services contract.		
CO Hours	22 *22 hours will be billed in a one-time payment upon the date of signature.	CO Estimated Cost	$4,376.24
Communicated Change to Client	22 hours added to Support Services contract.		
Estimated Schedule of Change:	No change to contract end date or renewal.		

Change Order Assessment (InSource)			
Technical	Carl Kran	Assessment Date	8/18/2025
Practice Director	Carl Kran	Assessment Date	8/18/2025
Assessment Notes	Simple support hours increase		

Client Acceptance Form

I, the undersigned representative of Williamson County accept this Change Order for work to be performed by InSource. I have read this Change Order thoroughly and any questions regarding it have been explained to my satisfaction. All terms and conditions are inherited from the Statement of Work covering this project.

Project Change Request Submitted on: 8/18/2025

Project Name: Williamson County SS Change Order

Project Change Request Name: Support Services Hours increase
Change Order Hours: 22
Estimated Fees: $4,376.24
Key Contact: Hallie Hardesty

GOVERNMENT - PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

TO: Michelle Kleen
PMP
Williamson County
301 SE Inner Loop suite 105
Georgetown, TX 78626 USA

EMAIL: mkleen@wilco.org

PHONE: (512) 943-1459

FROM: Hallie Hardesty
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: Hallie.Hardesty@carahsoft.com

PHONE: (571) 662-4330

TERMS: DIR Contract No. DIR-TSO-4288
Expiration Date: February 21, 2025
FTIN: 52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Texas VID#: 1522189693700
Sales Tax May Apply

QUOTE NO:	[redacted]
QUOTE DATE:	08/29/2024
QUOTE EXPIRES:	11/20/2024
RFQ NO:	
SHIPPING:	GROUND
TOTAL PRICE:	$18,500.00
TOTAL QUOTE:	$18,500.00

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE		QTY	EXTENDED PRICE
1	ServiceNow	ServiceNow® Fixed Fee Implementation (per $1,000 Statement of Work) ServiceNow - IMPL-FFP Start Date: 10/01/2024 End Date: 09/30/2025	$185.00	TX DIR	100	$18,500.00

SUBTOTAL: $18,500.00

TOTAL PRICE: **$18,500.00**

TOTAL QUOTE: **$18,500.00**

1. Carahsoft Texas DIR Contract terms and conditions constitute the terms that guide this purchase. End Customer may request printed copies of the documents incorporated herein by reference by emailing us at ServiceNowSLED@carahsoft.com.

2.Terms and Conditions
a. The end customer's access and use of the Subscription Offerings are pursuant to the Public Sector Subscription Terms of Service, the Customer Support Addendum, Data Security Addendum, Data Processing Addendum, Product and Use Definitions, Product Overview, the ServiceNow Store Terms of Use, any attached addenda or exhibits, and the applicable Service Description for the purchased packaged services, ALL OF WHICH ARE EXPRESSLY DEEMED INCORPORATED HEREIN BY THIS REFERENCE (if not attached herein or included with the contract being used, then as set forth on https://www.servicenow.com/upgrade-schedules.html) (collectively, the "ServiceNow Subscription Service Terms"). Notwithstanding anything in the Agreement to the contrary, for the Subscription Term set forth herein, the CSA, as specified in the Agreement, shall mean the Customer Support Addendum at https://www.servicenow.com/content/dam/servicenow-assets/public/en-us/doctype/ legal/customer-support-addendum-upgrades-jan2022.pdf. The end customer may request printed copies of the documents incorporated herein by reference by emailing us at snslg@carahsoft.com or legal.request@servicenow.com. All undefined capitalized terms herein shall have the meanings ascribed to such terms in the ServiceNow Subscription Service Terms. If any provision of this Order conflicts with the other documents comprising the Agreement, then this Order shall control.

b. ServiceNow reserves the right to suspend access to Customer's instances should Carahsoft's account fall more than thirty (30) days past due until all accounts are paid in full.

3. Generative AI Terms. To the extent this Quotation/Order includes any Advanced AI and Data Products the following terms and conditions supplement the ServiceNow Subscription Service Terms or ServiceNow Self-Hosted License Terms, as applicable, solely for use of the Advanced AI and Data Products: (1) Subscription Offerings in ServiceNow's commercial data centers are subject to Advanced AI and Data Products Amendment for Commercial Hosting; or (2) Subscription Offerings in ServiceNow's GCC or NSC environments, or self-hosted by Customer, are subject to the Advanced AI and Data Products Amendment; WHICH ARE EXPRESSLY DEEMED INCORPORATED HEREIN BY THIS REFERENCE.
GenAI GCC Terms can be found here: https://static.carahsoft.com/concrete/files/7017/1525/1220/981032.pdf
GenAI Commercial Data Center Terms can be found here: https://static.carahsoft.com/concrete/files/8317/1649/3455/GenAI_EULA_Amendment_-_Commercial_Hosting_051524.pdf

4. Base and Option Year Pricing. Carahsoft ServiceNow Quotations/Orders consists of an Initial Subscription Term ("Base Period") and possibly one or more optional Subscription Terms ("Option Periods") as quoted, with the specific Subscription Offerings, fees, quantities, and Subscription Term for each period set forth in the Quotation, subject to the following requirements and conditions.

Upon the expiration of the Subscription Term of the final Renewal Order, for one (1) immediately subsequent mutually agreed follow-on order form for a twelve (12) month subscription term ("Follow-On Order") ServiceNow shall not increase the subscription fee rate for each Renewal Product for the Follow-On Order by more than a stated percentage of the subscription fee rate of each Renewal Product. The Follow-On Order subscription term start date shall begin the day after the prior order form's subscription term end date. For both Renewal Orders and the Follow-On Order executed by the parties, the following conditions, shall apply:

a.the Renewal Product continues to be made commercially available by ServiceNow at the time of the Renewal Order;
b.all Renewal Products are purchased in quantities that are equal to or greater than the sum of all the units for each and all Renewal Products in all the order forms placed by Customer up to the expiration of the Subscription Term on this Order Form;
c.each Renewal Order and Follow-On Order are for non-refundable, non-cancellable twelve (12) month subscription terms; and
d.Participant places the Renewal Order before the expiration of the Subscription Term on this Order Form the then expiring order form.
e.Notwithstanding above, the foregoing does not apply to, without limitation, any third-party Subscription Products offered for resale by ServiceNow, new products that are offered for sale after the date of this Order Form, products not ordered on this Order Form, products provided at no charge, or professional services (pursuant to either an SOW or Service Description), training, events, or any Support Account Management or Success product/service offering.

5. Education, Knowledge and Other. Terms for Education Services offerings are set forth on https://www.servicenow.com/upgrade-schedules.html

6. Knowledge and Other Event Terms and Conditions. Payment must be provided in the manner and at the times noted in the FAQs particular to the Event. ServiceNow reserves the right to cancel your registration without notice for failure to pay as required. Cancellations and substitutions are subject to the dates and fees specified in the FAQs. There are no refunds for no shows. Requests for cancellations or substitutions not received in writing as described in the FAQs will not be honored. Cancellation of travel reservations and hotel reservations is your exclusive responsibility. Neither Carahsoft or ServiceNow is responsible for any damages, direct or indirect, resulting from any cancelled registration or impermissible substitution. Event registration is subject to availability. All event passes are valid only for the event and event year for which the passes are applicable. Passes purchased on an order form are non-refundable. Unused passes will be forfeited. Additional Event Attendee Terms and Conditions: ServiceNow Event Attendee Terms and Conditions

7. Product Overview. Documentation (sometimes referred to as Product Overview) refers to the system requirements and technical functionality for the supported version(s) of the applicable Subscription Service as described in the then-current product documentation at https://docs.servicenow.com.

8. Entitlements. The entitlements and use rights for the Subscription Products ordered hereunder on this Quotation/Order are set forth in the Subscription Product table attached, if attached.

9. Other Terms.
PRICES ARE FINAL. THIS ORDER IS NON-CANCELLABLE AND, EXCEPT AS OTHERWISE PROVIDED IN THE AGREEMENT, NONREFUNDABLE.

Impact, Customer Success, and any other packaged professional service activities not consumed within Customer's Option Period do not rollover to the subsequent Option Period, shall expire with no further credit or refund, and shall have no value thereafter.

Any Professional Services fees are invoiced on a time and materials basis. Customer will cure a delinquency in payment of any amounts owed within 30 days from the date of Carahsoft's delinquency notice. If Customer fails to timely cure a delinquency, ServiceNow may suspend use of the Subscription Products or terminate the Agreement for breach, in addition to any other available rights and remedies.

PREPAID FEES FOR PROFESSIONAL SERVICES AND EVENTS SHALL EXPIRE IF UNUSED WITHIN ONE (1) YEAR OF THE DATE OF ORDER, WITH NO REFUND OR CREDIT FOR UNUSED OR UNPERFORMED SERVICE HOURS. PREPAID FEES FOR EDUCATION SERVICES WILL EXPIRE AT THE SPECIFIED TERM END DATE IN THE CORRESPONDING EDUCATION SERVICES LINE ITEM ON THE ORDERING DOCUMENT ("END DATE") OR, IF NO SUCH END DATE APPEARS, THEN 12 MONTHS FROM THE LATEST SIGNATURE OF THE ORDERING DOCUMENT, WITH NO REFUND OR CREDIT FOR UNUSED OR UNPERFORMED SERVICE HOURS.

GOVERNMENT LEARNING CREDITS SHALL BE INVOICED ON A MONTHLY BASIS IN ARREARS AND BASED ON CONSUMPTION, WITH CONSUMPTION OCCURING UPON COURSE REGISTRATION OR COMPLETION, AS APPLICABLE. UNUSED GOVERNMENT LEARNING CREDITS WILL EXPIRE WITHIN ONE (1) YEAR OF THE DATE OF THE ORDER; AND CUSTOMER WILL NOT BE CHARGED FOR ANY UNUSED CREDIT.

10. Late Payment Fees. Fees are invoiced as per the payment terms on the quote. Late payments will accrue interest at a rate of 1.5% per month or the applicable statutory rate for late payments, whichever is lower. Customer will cure a delinquency in payment of any amounts owed within 30 days from the date of Carahsoft's delinquency notice. If Customer fails to timely cure a delinquency, Carahsoft may terminate the Agreement for breach, in addition to any other available rights and remedies.

11. Reinstatement Fees: Renewals are due prior to the expiration of the existing Subscription Term. All Renewal Orders placed after the expiration of the Subscription Term shall include subscription fees for the lapsed period plus a reinstatement fee equal to 10% of the total renewing annual subscription fee multiplied by the number of past months. If the subscription support end date has passed and no cancellation notification has been issued to the prime contractor, ServiceNow reserves the right to include this fee to reinstate the account.

12. Required on Purchase Orders. Please include the following information on the purchase order to Carahsoft. If this information is not included, the order will not be accepted.

a)Contract number used for this order.
b)End User contact information. End User is the End Customer contact responsible for the ServiceNow system and communications regarding the system.
c)Carahsoft quotation number for this purchase order.
d)Statement of Work or Change Order (if applicable).

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

13. Where to Send Purchase Orders. Send purchase orders to CSTechOM@carahsoft.com or to the name on the Carahsoft Quotation.

Additional terms and conditions as well as entitlements are included on the attached pages, as applicable.

CARAHSOFT 'S RESPONSE TO THE

Williamson County

WILLIAMSON COUNTY
1848

ServiceNow Statement of Work

Carahsoft SOW [redacted]

ServiceNow [Subject]

Wednesday, September 04, 2024

servicenow

CARAHSOFT TECHNOLOGY CORPORATION
11493 Sunset Hills Rd., Suite 100
RESTON, VA 20190

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2. INTRODUCTION

This Statement of Work (hereinafter referred to as "SOW") effective as of October 1, 2024 ("Effective Date"), by and between Carahsoft Technology Corp (hereinafter "Carahsoft") and Williamson County (hereinafter "Williamson County") with services provided by InSource, Inc. (hereinafter "InSource") each individually a "Party" and collectively the "Parties", is a binding agreement for Services entered into pursuant to and governed by the terms and conditions of the TX DIR TSO 4288 contract by and between the Parties.

In the event of a conflict or inconsistency between the terms and conditions of the DIR contract and this SOW, the terms and conditions of this SOW shall govern.

3. SERVICE DEFINITION

Williamson County has identified the need to engage ServiceNow resource(s) in support of the development of its ServiceNow instance. The InSource ServiceNow Support Services can be used in any Advisory, Enhancement, capacity to support Williamson County with the ServiceNow Platform

InSource will provide, as part of this Support Services Agreement:

Support Services – incident/problem resolution and management support for issues experienced on the ServiceNow platform.

Enhancement Services – technical configuration support for customer or third party led implementation projects to deploy additional ServiceNow application and platform functionality.

3.1 SUPPORT SERVICES

Examples of Support Services Available		
Incident/Problem Resolution	• Level 2 / Level 3 support for ServiceNow Incident resolution	• Level 2 / Level 3 support for ServiceNow Problem resolution and Root Cause Analysis (RCA)
Incident/Problem Management	• Interface with ServiceNow support Incident/Problem resolution/reporting	• Management of open issues in the ServiceNow HI system

3.2 ENHANCEMENT SERVICES

Examples of Enhancement Services Available		
Users, Groups & Role Administration	• Create/modify users • Create/modify groups	• Create/modify roles • User roles audit reporting
IT Service Management, IT Operations Management and	• Personalize forms • Personalize lists	• Workflows • Create/modify filters

Platform Applications Service Catalog	• Create/modify catalog item(s) • Create/modify approval workflows	• Create/modify order guides/bundles
Knowledge Management	• Add Knowledge Articles to The Knowledge Base	• Import Knowledge Articles
Importing/Exporting Data	• Create/modify data imports and transform maps	• Import data from standard electronic file formats
Events & Notifications	• Create/modify email notifications	

Business Rules	• Develop/evaluate/update business rules	
Workflows	• Develop/evaluate/update	
Scripting (JavaScript)	• Client and server scripting	
Service Level Agreements (	• Create modify SLAs • Create/develop/publish SLA reporting	• Update workflows to incorporate SLA management
Email Actions	• Create inbound email actions	• Create outbound email actions
	• Create/modify reports • Create/modify gauges	• Create/modify homepages
Reports & Homepages	• Create/modify Employee	• Create localization
User Interface		for ServiceNow platform
	• Activate/structure LiveFeed	• Activate/structure Chat
	• Integrate with 3rd Party Systems	• eBonding with other ServiceNow Instances
Social		
System Integrations		

3.3 DELIVERABLES

InSource will provide the following deliverables to Williamson County.

Deliverables	Frequency	Description
Service Report	On Demand	A listing of all services rendered can be obtained through viewing the cases within Customer Portal on a 24 x 7 x 365 basis.
Hours Balance Report	Weekly	A weekly statement of hours used and hours remaining.

3.4 REQUEST PROCESS & SERVICE LEVEL AGREEMENT

The Williamson County Designated Service Contact (the requestor) will submit a request to InSource via our customer portal. InSource will provide an estimate of the hours required to complete the request within two

(2) business days after receiving the request (unless additional discussion with Williamson County is needed to understand the request). Any estimate that is deemed to require more than 100 hours of work to complete may be excluded from this agreement and separate project SOW will be provided and communicated to Williamson County.

InSource will leverage a combination of Technical Consultants, Solution Analysts and a Service Manager to

deliver the Support Services. Any hours performed by these individuals in support of the Williamson County will be deemed billable.

The Williamson County Designated Service Contact will authorize the service(s). InSource will assign the resource(s) and initiates fulfillment of the request.

When the request is ready for Williamson County testing, InSource will notify the Request contact for Williamson County to perform UAT and confirm completion within seven (7) business days.

4. WILLIAMSON COUNTY REQUIREMENTS

For InSource to successfully complete the requests, Williamson County will:

- Assign and communicate to InSource the names of Designated Service Contacts who will submit requests and authorize work.
- Provide access to production and sub-production ServiceNow instances to InSource consultants.
- Provide the necessary and appropriate resources for InSource to effectively complete Williamson County assigned tasks throughout the duration of the engagement.
- Provide resources to assist with any third-party external systems as it relates to integrations or data migration/import with ServiceNow; InSource will not provide experts or support for third-party systems; when necessary, these resources will support on-going maintenance as described by InSource during Knowledge Transfer.
- Coordinate internal organizational change to prepare impacted user audiences for ServiceNow changes.
- Assign and execute UAT, report defects to InSource for remediation, and retest after remediation; Williamson County is responsible for the creation of test cases as well as training resources in preparation for UAT.

5. GENERAL ASSUMPTIONS

The following assumptions were used in developing the terms and fees related to this SOW:

- Service does not include fulfilling lead roles in ServiceNow project-based implementations.
- Services are not available to customers requiring a security clearance without an understanding of the requirements and InSource's agreement.

- Services are provided in English only.
- InSource does not guarantee that certain designated InSource personnel will be assigned to the Williamson County account. InSource may, at any time, subcontract or delegate in any manner any or all of its obligations hereunder to an authorized third party or agent.
- InSource will leverage a combination of Technical Consultants, Solution Analysts and Engagement Management team members to deliver the Support Services.
- Williamson County will obtain the necessary licenses required for the implementation.
- Williamson County will manage co-development during this engagement; Williamson County will manage development performed by all of their ServiceNow partners as well as the Williamson County's own admins/developers. InSource assumes other parties are following best practices for managing and promoting their development and conflicts between parties will not be an issue.
- If during the course of this engagement InSource discovers any configurations or customizations not OOB that impact the completion of a case as estimated, findings and any potential remediation efforts will be estimated and added to the case effort.
- ServiceNow Domain Separation is not in use and is out of scope.
- InSource will provide services via remote access unless specifically stated otherwise and agreed upon by both parties.
- An estimated 10% of the hours will be used for Case Management activities.
- Cases entered prior to the contract expiration date will be worked to completion to the extent hours

are available. However, once the contract expiration date is reached and Williamson County does not respond to a case within 10 business days, the case will be considered cancelled.

6. FEES & PAYMENT

6.1 SERVICE SUBSCRIPTION

Start Date	10/01/2024
End Date	
Total Hours of Service	100
Hourly Rate	$185.00
	$18,500.00

6.2 Total Service Fee

Carahsoft will invoice **the total service fee upon signature plus** any applicable sales and use taxes.

Payment is due within thirty (30) days of invoice receipt. If Williamson County does not question an invoice in writing within thirty (30) days of receipt, it will be considered accurate and acceptable.

Williamson County may carry over up to 20% of the total contracted hours if they are rolled into a new Support Services agreement within 30 days of the contract end date. However, the new agreement must be at least 50% more hours than the amount being rolled over. Any hours not rolled over into a new agreement will be forfeited and invoiced.

If the work required to complete services exceeds the total service agreement above (hours), Carahsoft will communicate the need for additional hours and Carahsoft will request approval of Williamson County to exceed the agreement.

6.3 EXPENSES

Williamson County will be responsible for all out-of-pocket expenses incurred during the course of this engagement including travel expenses, which will be billed at actual cost .if travel is required, it must be approved by a Change Order prior to the time of travel.

6.4 INVOICE SUBMISSION

Carahsoft will submit invoices to:

Company:	
Address:	
Suite/Bldg./etc.:	
City, State, Zip:	
Reference ID:	Williamson County
Email Invoice To:	

Inquiries from Williamson County to InSource regarding invoices may be directed to:

Name:	Hallie Hardesty
Phone:	571-662-4330
Email:	Hallie.Hardesty@Carahsoft.com

6.5 DESIGNATE SERVICE CONTACTS

Williamson County must complete the following section.

Williamson County will assign and communicate to InSource the names of Designated Service Contacts who are authorized to submit and approve a request for service to InSource and will also confirm completion of the request.

Full Name	Email Address	Office Phone #	Mobile Phone #
Michelle Klein	mkleen@wilco.org	512-943-1459	
Alison Gleason	agleason@wilco.org	512-943-1100	

7. GENERAL PROVISIONS

7.1 LIABILITY

In no event shall Carahsoft be liable for incidental, special or consequential damages connected with the performance of or breach of this agreement. Carahsoft's liability to Williamson County for any cause shall in no event exceed the amount actually paid for the portion of the professional services involved.

7.2 WARRANTIES

The express representations and warranties given in this agreement are the only representations or warranties given by Carahsoft with respect to the services and are given in lieu of all other representations and warranties, express or implied, including those of non-infringement, title, merchantability, course of dealing, usage of trade, and fitness for a particular purpose. Williamson County's exclusive remedies and Carahsoft's sole liability for any nonconformity or defect in any service shall be those expressed in this agreement.

7.3 PERSONNEL NON-COMPETE

Neither Williamson County nor InSource may separately retain members of each other's staff, though direct solicitation, during the engagement, nor for a period of one (1) year from the date Carahsoft ceases to provide services without prior written permission from either party.

7.4 VALIDITY OF SOW

This proposal is valid for a period of thirty (30) days from the SOW delivery date, unless extended by InSource in writing. After thirty (30) days, InSource reserves the right to adjust the fees and time elements of its proposal.

7.5 CONFLICT RESOLUTION

Venue of this SOW, including resolution of conflicts, shall be Williamson County, Texas and the laws of State of Texas shall govern.

Authorization and Acceptance

Williamson County	Carahsoft Technology Corp.
Bill Gravell Jr. Bill Gravell (Oct 17, 2024 20:21 CDT)	Sarah Radcliff
Signature	Signature
Bill Gravell	Sarah Radcliff
Name	Name
County Judge	Service Contract Specialist
Title	Title
Oct 17, 2024	10/4/2024
Date	Date

Signature:

Email:

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Oct 07 2024 Time: 3:20 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Oct 07 2024 Time: 6:58 am

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:
2025-1356087

Date Filed:
08/27/2025

Date Acknowledged:
08/28/2025

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

Carahsoft Technology Corp.
Reston, VA United States

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

Williamson County

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

2025354
Carahsoft Q-59664453 CO3 to PO 187730

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)

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:
2025-1356087

Date Filed:
08/27/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Carahsoft Technology Corp.
Reston, VA United States

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

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2025354
Carahsoft Q-59664453 CO3 to PO 187730

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

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

6 UNSWORN DECLARATION

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

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

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

Executed in [redacted] County, State of [redacted], on the [redacted] day of [redacted], 20[redacted].
(month) (year)

John Santo
Digitally signed by John Santo
Date: 2025.08.27 17:54:17 -04'00'

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **59.**

Meeting Date: 09/09/2025

Approval of Renewal #2 for contract #22RFP112 Tennis Operations and Pro Shop Manager with Rippner Tennis for Parks Department

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing Renewal #2 for Contract #22RFP112, Tennis Operations and Pro Shop Manager for the Parks Department, between Williamson County and Rippner Tennis, under the same terms and conditions as the existing contract, for the term of September 14, 2025 – September 13, 2026.

Background

This is the second renewal of Contract #22RFP112 – Tennis Operations and Pro Shop Manager, between Rippner Tennis and Williamson County for the Parks Department. The original contract terms were approved by the Commissioners Court on September 13, 2022, under Agenda Item #69. The Parks Department has confirmed that the vendor has met all requirements to proceed with Renewal #2, under the same terms, conditions, and pricing as the existing contract, for the renewal term of September 14, 2025 – September 13, 2026. Funding Source: 01.0100.0000.347001Point of Contact: Russell Fishbeck, Parks Department.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal 2

Renewal 1

Contract document

1295 document

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/02/2025 01:52 PM
Form Started By: Cheryl Johnson		Started On: 08/27/2025 04:34 PM
Final Approval Date: 09/02/2025		

WILCO PURCHASING

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	22RFP112	**Department:**	Parks
Vendor Name:	Rippner Tennis		
Purpose/Intended Use of Product or Service (summary):			
Tennis Operations and Pro Shop Manager			
Type of Contract:	RFP	**Start Date:**	September 14, 2025
Purchasing Contact:	Cheryl Johnson	**End Date:**	September 13, 2026
Department Contact:	Russell Fishbeck		

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms, and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.

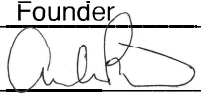
Renewal Option Period 2	September 14, 2025 – September 13, 2026
Renewal Option Period 1	September 14, 2024 – September 13, 2025
Initial Contract Period	September 14, 2022 – September 13, 2024

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE

Vendor RippnerTennis

Name Brie Rippner

Title Founder

Signature 

Date 8/28/25

Williamson County, 710 Main St., Georgetown, TX 78626

Williamson County Authorized Signature

Signature _____

Date _____

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Aug 28 2025 Time: 9:59 am

Purchasing Department

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	22RFP112	**Department:**	Parks
Vendor Name:	Rippner Tennis		
Purpose/Intended Use of Product or Service (summary):			
Tennis Operations and Pro Shop Manager			
Type of Contract:	RFP	**Start Date:**	9/14/2024
Purchasing Contact:	Cheryl Johnson	**End Date:**	9/13/2025
Department Contact:	Russell Fishbeck		

- **Williamson County wishes to extend this bid/proposal for the same terms, and conditions as the existing contract. The revenue terms for existing items stay the same. See detailed information attached.**

- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.

Renewal Option Period 3
Renewal Option Period 2
Renewal Option Period 1 September 14, 2024 – September 13, 2025
Initial Contract Period September 13, 2022 – September 13, 2024

\\BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE

Vendor RippnerTennis

Name Brie Rippner

Title CEO

Signature

Date 9/28/2024

Williamson County, 710 Main St., Georgetown, TX 78626

Bill Gravell, Jr

Williamson County Judge

Signature Bill Gravell (Oct 17, 2024 20:23 CDT)

Date Oct 17, 2024

Signature:

Email:

Tennis Pro Manager
Southwest Williamson County Regional Park
PROPOSAL SPECIFICATIONS

PURPOSE

The Williamson County Parks Department (hereinafter "County") is pleased to offer an exciting opportunity to provide professional services for tennis operations and pro shop management (hereinafter "Concession") at the Southwest Williamson County Regional Park.

The County is seeking proposals for a thirty-six (36) month service contract with two (2) optional one (1) year extensions, from a well-qualified individual or firm experienced in tennis management. The Tennis Pro Manager (hereinafter "prospective Concessionaire") shall ultimately be the successful respondent of this RFP, and will be responsible to manage the pro shop, court reservations, collection of fees, provide lessons, leagues, youth programs, and will generally promote the sport of tennis at the Southwest Williamson County Regional Park. Limited food and beverage concessions items may also be provided.

The prospective Concessionaire shall demonstrate the ability to perform in this type of business, clearly articulate achievable plans for operation, and document compliance with appropriate laws and regulations. They shall demonstrate the ability to implement a concession program that will meet or exceed the objectives of the County, as well as incorporate innovative ideas that are appropriate for this concession.

The prospective Concessionaire shall provide details of their experience and qualifications that demonstrate an ability to effectively provide quality service and programs. **It is the intent of this RFP for the Tennis Pro Manager to outline his/her operation in a Proposal using the specifications contained herein**. The following Specifications for the operation of the concession are followed by Proposal Evaluation and Selection Process provisions.

The County's goals are to:

- Provide the public with the best and most satisfactory service from the concession,
- Ensure that the operation is well-maintained, safe and compliant with appropriate laws and regulations, and
- Ensure the County receives adequate and appropriate compensation from private businesses allowed to operate on County park property.

Note: Historical customer traffic and revenue data is available upon request.

LOCATION

The concession will be located and operated at Southwest Williamson County Regional Park, 3005 County Road 175, Leander, TX, 78641. The park is open daily 7:30am-10pm, year-round, unless dictated by an unforeseen emergency or interruption in services beyond the County's control (e.g. natural disaster, utilities interruption, etc.). The park is approximately 814 acres, and contains eight (8) lighted tennis courts, a tennis pro shop, eleven (11) sports fields, one (1) cricket field, six (6) lighted basketball courts, two (2) lighted softball/baseball fields, approximately 5.25 miles of multi-use trails, a playscape, an 18-hole disc golf course, Quarry Splash Pad, over 1,000 parking spaces, five (5) restrooms, four (4) large and two (2) small open-air reservable pavilions.

SCOPE OF SERVICES

a) It is the intent of this Contract to provide an optimum public professional tennis program, both in maximum hours and days of operation as well as goods and services provided. The prospective Concessionaire shall provide professional tennis services as described herein (or alternatives that are approved in writing and in advance by the County) and shall provide all labor, material, equipment, and insurance required herein.

b) The prospective concessionaire will:
    a. Be allowed to use the equivalent of four (4) of the eight (8) tennis courts for programming, lessons, clinics, leagues, camps, and limited concessions as approved by the County, and
    b. Manage the equivalent of four (4) of the eight (8) tennis courts for general public use.

c) This is a revenue-sharing contract. The prospective concessionaire shall operate the concession in a manner consistent with the use as a tennis center and shall collect daily tennis court fees, annual fees, league fees, tournament fees and any other fee that is authorized to be collected by the County. The prospective concessionaire must submit a five-year pro-forma, which shall include an amount or percentage of all compensation to be provided to the County. The County reserves the right to negotiate prices with the selected concessionaire. The Pro Manager shall be liable to the County for funds collected until such funds are actually tendered to County for deposit into the County's account.

d) The prospective concessionaire shall have the right to operate and manage the tennis center, in conformance to the terms of the RFP and the Proposal selected by the County. The prospective concessionaire shall have the right to conduct the following during the term of the Contract: (1) Private or group lessons, (2) Leagues, (3) Tournaments, and (4) General Public play. The prospective concessionaire must coordinate with the County to confirm that proposed dates of intended use do not conflict with any other activities or events.

e) The prospective concessionaire shall not provide services or merchandise that does not directly promote the use of the facilities as a tennis center nor install any amusement devices without the prior written approval of the County. Additionally, the prospective concessionaire shall:
    a. Maintain hours of operations as established in the selected Proposal.
    b. Hire and staff the tennis center; ensuring that all employees and volunteers pass a criminal background check before having access to the visiting public.
    c. Be responsible for the training, supervision and expenses of the concessions staff.
    d. Provide complete daily janitorial services for the tennis pro shop and restrooms located between courts #2 and #3. The same facilities must be monitored for cleanliness throughout the day. The restroom building must be locked nightly and reopened the next morning. A daily custodial schedule shall be agreed to by County prior to commencement of the Contract or any ensuing Agreement.
    e. Ensure that the fenced-in areas of all tennis facilities are daily kept free and clear of trash, rubbish, and refuse. Access to and use of County dumpster is permitted.
    f. Promptly notify the County of the need for facility maintenance/repair or replacement of County equipment.
    g. The prospective concessionaire shall have certifications for CPR and First Aid training or agree to obtain such certifications within the three (3) months from commencement of the Contract.

h. Provide all equipment necessary for the operation of the tennis pro shop. Telephoneor computer lines may be added at the expense of prospective concessionaire, with advanced coordination with County.
i. The County will be responsible for reasonable and customary utility expenses at the tennis center in connection with the use of the tennis center in accordance with the terms of this RFP.
j. Comply with all County, state, and federal regulations applicable to performing work within a County park.
k. The County reserves the right to negotiate additional requirements, specifications, terms and conditions of this RFP after selection of the best prospective concessionaire.

ITEMS AND PRICING

The prospective concessionaire shall have the right to provide or sell tennis related items/services for reasonable fees; provided, however all items and services must be approved by the County on an annual basis.

Items of sale may include, but not necessarily be limited to the following:

- Court fees
- Private or group lessons
- Leagues
- Tournaments
- Tennis equipment and merchandise such as rackets, balls, clothing and supporting items such as hats, sunglasses,sweatbands, etc.
- Customary tennis center services (e.g., restringing, regripping)
- Limited food and beverage concessions

The prospective concessionaire is responsible for all inventories and must ensure the quality of merchandise being sold.

HOURS OF OPERATION

It is the intent of this Contract to serve the public in the best possible manner, which is with maximum operating hours. Suggested hours should be included in the Proposal. Southwest Williamson County Regional Park hours are from 7:30 AM to 10:00 PM.

ACCOUNTING

The County will require standard accounting practices and daily/monthly reports as stipulated by the County Audit Department. These items will follow Contract signing.

In addition:

a) The prospective concessionaire shall establish and maintain during the term of the Contract separate records and accounts, including a separate bank account, relating to the operation of the tennis center. All related records and accounts shall be subject to examination and audit by the County, at any time upon request.
b) The prospective concessionaire shall provide the Contract Administrator with a copy of Internal RevenueService Form 1040, Schedule C (Statement of Operations) pertaining specifically to pro shop income. This form shall be submitted to the County annually within seven (7) calendar days of filing with the IRS.

c) The prospective concessionaire shall submit to the County a copy of the monthly sales tax report within fifteen (15) calendar days of filing the report with the State.

d) The County reserves the right to conduct random inspections of the concession operation to ensure all provisions of the Contract are being met. In the event any infractions are found, the County will submit a report of the infractions to the prospective concessionaire. Any infractions so notedmust be corrected within thirty (30) calendar days from the date of the County's report unless otherwise mutually agreed on another date. County may terminate the Contract for failure to correct any infractions to County's satisfaction within agreed timeframe.

MAINTENANCE & REPAIRS

a) The County will provide general maintenance of the tennis center such as utility repairs, painting and electrical due to usual and customary use.

b) The County will complete major repairs and improvements of the tennis facility such as court resurfacing, painting, and stripping, based on preventive maintenance schedules and funding.

c) The prospective concessionaire shall be responsible for any damage to the tennis center that is caused by the neglect, misuse, etc. of the prospective concessionaire and/or their staff and prospective concessionaire shall pay County for such damages upon demand.

d) The County will provide for landscaping services such as grass and weed control around the building and courts as determined by the County and to the County's standards. The prospective concessionaire and/or their staff shall not interfere with any of the services being performed by theCounty and/or its subcontractors.

e) The prospective concessionaire is responsible for regular maintenance and upkeep of any and all equipment (e.g. coolers, nets, windscreens) directly related to the operation. The prospective concessionaire is responsible to:

- Install replacement net headers
- Ensure nets are maintained at proper playing height
- Reattach windscreens after wind events, including providing a ladder for prospective concessionaire's staff use.

f) County will be responsible to procure:
- Up to 4 replacement net headers annually.
- Up to 4 replacement nets annually.
- Windscreens as needed when beyond repair or use

GENERAL

a) The prospective concessionaire must provide Insurance as required by the County and referenced in the RFP Terms and Conditions section.

b) The prospective concessionaire shall have a manager on site, and shall have adequate staff to maintain full operation during business hours.

c) The prospective concessionaire's staff must be dressed appropriately, with identification to note the organization they represent. The uniforms **must not** indicate that staff are employees of the County.

d) The County provides a Tennis Center sign on the Pro Shop that shall remain. The prospective concessionaire is responsible to provide and maintain all other signage in a satisfactory quality condition. The prospective concessionaire has use of the kiosk on the front of the tennis pro shop. Hours of operation and emergency contact information must be readily posted. The design and location of all signage shall be subject to the approval of the County.

CONTRACT ADMINISTRATION

Russell Fishbeck, Williamson County Parks Director (or his successor/designee), 219 Perry Mayfield, Leander, Texas 78641 shall serve as Williamson County's Contract Administrator with designated responsibility to ensure compliance with the requirements of the Contract and anyensuing Agreement, such as but not limited to, acceptance, inspection and delivery. The ContractAdministrator will serve as liaison between the Williamson County Commissioners Court and the prospective concessionaire.

PROPOSAL EVALUATION AND SELECTION PROCESS

The Proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which each Proposal must be submitted.

Proposal Evaluation and Selection

Selection will be based on the Respondents' experience, qualifications, references, and history of providing requested like services. The relative importance of the criteria is indicated by the point values assigned to each respectively. Please provide sufficient responses to the criteria with particular work examples that highlight previous experience, background, references, education, etc. of the individual(s) that will be performing the required services.

Evaluation Committee and Selection Process

All Proposals will be evaluated by a County appointed Evaluation Committee. The Evaluation Committee may be composed of County Staff that may have expertise,knowledge or experience with the services and/or goods being procured hereunder. Those Respondents meeting all requirements and deemed most qualified may receive further evaluation via telephone or in-person interviews with members of the Evaluation Committee. The County will select a Respondent determined best and most responsible meeting minimum specifications and qualifications.

Respondents are advised that the Evaluation Committee, at its option, may recommend an award strictly on the basis of the initial RFP responses, or in addition, may have interviews with respondents to determine its final recommendation. The Evaluation Committee will present its recommendation to the Williamson County Commissioners Court for approval and award of contract.

The Proposal should include any and all information pertinent to the Respondent's tennis and pro shop business knowledge and experience. Provide detailed information on the criteria listed below as well as any other information pertinent to the evaluation. Proposals should be accurate, concise, detailed, and easy to read.

The Respondent selected will have, in the opinion of the County, the best overall combination of the criteria. The County reserves the right to further negotiate terms and

conditions after selection of the best Tennis Pro Manager.

Some items of interest are:

- Business plan, including revenue sharing proposal
- Tennis Center operation plan
- Criminal background check for all staff
- Any changes/differences to the suggested guidelines of operation as outlined in the RFP
- Experience in the operation of public tennis and pro shop operations
- Three references from reputable entities
- Any other items pertinent to the operation of a public tennis and pro shop operation

Finalist shall be determined by the Respondent receiving the most points in relation to the following Evaluation Criteria and any further scoring that may be conducted based upon Respondent's presentation during the interview process:

PROPOSAL EVALUATION CRITERIA (Total 100 points)

a) Experience as a Business Operator/Concessionaire (**25 points**)
b) Financial strength and stability to sustain the concession as proposed (**20 points**)
c) Five-Year Business Plan and Business Management, including proposed revenue-sharing plan. Include resumes of all management staff (**20 points**)
d) Professional and Community Relationships. Include examples of existing relationships with businesses, business affiliations and/or organizations beneficial to operation of a successful tennis facility (**15 points**)
e) Familiarity with Region (Williamson County and Central Texas) (**15 points**)
f) References and background checks of all employees. (**5 points**)

Interviews, Optional - Interviews may be conducted at the discretion of theCounty.

Williamson County reserves the right to award a contract for any or all areas of this RFP.

It is the responsibility of the Respondent to provide sufficient information/data in aconvincing manner to the Evaluation Committee to assure all of the terms, conditions andexpectations for satisfactory performance of the services requested herein will be met.

All contact during the evaluation phase shall be through the Williamson County Purchasing Department only. Successful Respondent shall neither contact nor lobby evaluators during the evaluation process. Attempts by Successful Respondent to contact and/or influence members of the Evaluation Committee may result in disqualification of Proposal.

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:
2025-1356227

Date Filed:
08/28/2025

Date Acknowledged:
08/28/2025

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

RippnerTennis
Austin, TX United States

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

Williamson County Regional Park

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.

22RFP112
Tennis Center Management

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

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

OFFICE USE ONLY
CERTIFICATION OF FILING

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RippnerTennis
Austin, TX United States

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Williamson County Regional Park

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22RFP112
Tennis Center Management

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

[redacted] ☐

6 [redacted]

[redacted]

[redacted]

Signature of authorized agent of contracting business entity

[redacted]

Commissioners Court - Regular Session **60.**

Meeting Date: 09/09/2025

Approval of Master Service Agreement #2025340 for Moving Services with Total Office Solutions, LLP DBA Move Solutions, LTD 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 Master Service Agreement #2025340, between Williamson County and Total Office Solutions, LLP DBA Move Solutions, LTD in the not-to-exceed amount of Five-Hundred Thousand Dollars ($500,000.00) per fiscal year pursuant to BuyBoard Cooperative Contract #738-24 and authorize execution of the agreement.

Background

This Master Service Agreement between Williamson County and Total Office Solutions, LLP DBA Move Solutions, LTD, is to be able to utilize the vendor for moving services as needed throughout Williamson County Facilities. The contract number for BuyBoard is #738-24. No pricing sheet for this MSA. Scope of Work (SOW) with quoted amount to be verified by COOP vendor, which will be supplied by PO request. This MSA will be valid as of the date of execution through May 31, 2027. The funding source is 01.0100.1005.004509, Origination #3335 and the point of contact is Shantil Moore.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Master Service Agreement

Form 1295 Move Solutions Complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/02/2025 10:26 AM
Form Started By: Michelle McKinney		Started On: 08/28/2025 03:03 PM
Final Approval Date: 09/02/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

MASTER SERVICES AGREEMENT
WITH
TOTAL OFFICE SOLUTIONS, LLP DBA MOVE SOLUTIONS LTD
(FY26 – FY27)

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

THIS MASTER SERVICES AGREEMENT ("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 **Total Office Solutions, LLP DBA Move Solutions LTD** (hereinafter "Service Provider") both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: The services to be provided include moving services as needed throughout Williamson County. Related services will be outlined in a Statement of Work ("SOW") to be provided by Service Provided upon the direction of the County.

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

II.

Goods: The goods to be provided include moving supplies, as needed throughout Williamson County. Related services will be outlined in a Statement of Work ("SOW") to be provided by Service Provided upon the direction of the County.

Should the County choose to purchase goods in addition to those described in any SOW, such additional goods shall be described in a separate written amendment to the SOW wherein the additional goods shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional goods. Service Provider shall not provide any additional goods and the County shall not be obligated to pay for any additional goods unless a written amendment to the SOW has been signed by both parties.

III.

Effective Date and Term: This Contract shall be in full force and effect when signed by all parties and shall continue through May 31, 2027. Unless terminated sooner pursuant to paragraph XXII below, if applicable, at the end of the agreement term, Williamson County Commissioners Court reserves the right to renew the agreement for up to four (4) additional one-year terms by mutual agreement of both parties, as it deems to be in the best interest of Williamson County.

IV.

On-Site Representative for Work Monitoring: The County may appoint an on-site project representative to observe the work being performed. The County may conduct inspections to determine the date or dates of substantial completion and the date of final completion. If the County so desires, it may seek written adequate assurance that the work is progressing on-time and pursuant to terms and conditions of this Agreement and all related contract documents.

V.

Labor, Materials, Tools & Misc. Items: Service Provider shall provide or cause to be provided and shall pay for labor, materials, equipment, tools, construction equipment and machinery, utilities, transportation and other facilities and services necessary for proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work. Service Provider shall enforce strict discipline and good order among their respective employees and other persons carrying out the Agreement. Service Provider shall not permit employees of unfit persons or persons not skilled in tasks assigned to them.

VI.

Compliance With All Laws: Service Provider agrees, in connection with the services or any related items to the subject matter of this Agreement, to comply with any and all local, state, or federal requirements, including but not limited to compliance with regulations of the Texas Commission of Environmental Quality and the Occupational Safety and Health Administration. Additionally, Service Provider shall obtain from the appropriate City, Williamson County, or State of Texas the necessary permit(s) required by the ordinances of the City of Georgetown, Williamson County, or State of Texas, for performance of the work.

VII.

Duty To Report Problems: Service Provider agrees to advise the County and its

representative(s) within 24 hours of any errors, mistakes, potential problems or any other problematic issue(s) coming under observation during the progress of the work and will make good faith efforts to correct any errors that come to light in a timely and reasonable manner.

VIII.

Cleaning Up: Service Provider shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. At completion of the work, Service Provider shall remove from and about the project: waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If Service Provider fails to clean up as provided, the cost thereof shall be charged to Service Provider by deducting from final fee or as necessary.

IX.

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

X.

Indemnification: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SERVICE PROVIDER AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY COUNTY, AND HOLD HARMLESS THE COUNTY, REPRESENTATIVES OF THE COUNTY AND THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS IN RELATION TO SERVICE PROVIDER'S PERFORMANCE OF THE SERVICES DESCRIBED HEREIN. DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGEMENT, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER, ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEREOF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF SERVICE PROVIDER, ANYONE DIRECTLY EMPLOYED BY IT OR ANYONE WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSE IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH

INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATIONS OR RIGHT WHICH COUNTY OR ANY OTHER INDEMNITEES HAS BY LAW. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

XI.

Service Provider's Employees: Service Provider covenants and agrees that all personnel engaged shall be employees of Service Provider, and Service Provider shall pay all salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Workers' Compensation Insurance and any similar taxes or expenses related to such employees, including but not limited to, license fees, insurance premiums and outfitting expenses. Service Provider shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its employees, including all Occupational Safety and Health Administration regulations. Service Provider shall be responsible for the supervision, control and direction of the day-to-day activities of the personnel provided hereunder and shall provide close supervision on a continual basis.

XII.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for specific projects as defined in a SOW and in accordance with Coop Contract - BuyBoard # 738-24. The not-to-exceed amount payable by County under this Agreement shall be **Five Hundred Thousand Dollars ($500,000.00)** per fiscal year. In no event may the aggregate amount of compensation authorized under any SOWs exceed the said not-to-exceed amount.

Pursuant to State Law ("Texas Prompt Payment Act") the payment terms are governed as follows:

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

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

the Texas Government Code if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

a) Name, address, and telephone number of Service Provider and similar information in the event the payment is to be made to a different address
b) County Agreement, Purchase Order, and/or delivery order number
c) Identification of items or services as outlined in the Agreement
d) Quantity or quantities, applicable unit prices, total prices and total amounts
e) Any additional payment information which may be called for by the Agreement

Payment inquiries should be directed to the Williamson County Auditor's Office, Accounts Payable Department: accountspayable@wilcotx.gov 512-943-1500

XIII.

The County's Decision to Withhold Payment: The County may withhold a payment in whole or in part to the extent reasonably necessary to protect the County due to the County's determination that the work has not progressed to the point indicated in the Agreement documents or that the quality of work is not in accordance with the Agreement documents. The County may also withhold a payment or, because of subsequently discovered evidence, may nullify the whole or a part of any request for payment to such extent as may be necessary to protect the County from loss for which Service Provider is responsible, including loss resulting from acts and omissions, because of the following:

1. defective work not remedied;
2. reasonable evidence that the work cannot be completed for the unpaid balance of the Agreement sum;
3. damage to the County;
4. reasonable evidence that the work will not be completed within the Agreement time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
5. persistent failure to carry out the work in accordance with the Agreement documents.

XIV.

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

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

b. Employer's Liability

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

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

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

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

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

"Williamson County, Texas, its directors, officers and employees" shall be added as additional insureds under the policies required 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.

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents, and sub-subcontractors worker's compensation coverage. Service Provider shall not be entitled to worker's compensation coverage, or any other type of insurance coverage held by the County.

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@wilcotx.gov

Upon execution of this Agreement, Service Provider shall provide the County with insurance

certificates evidencing compliance with the insurance requirements of this Agreement.

XV.

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

XVI.

Warranty: Service Provider warrants to the County that materials, workmanship and equipment furnished under this Agreement will be of good quality and new unless otherwise required or permitted by the County, that the work will be free from defects not inherent in the quality required or permitted by law or otherwise, and that the work will conform to the requirements of the Agreement documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

XVII.

Taxes: Service Provider shall pay all sales, consumer, use and similar taxes for the work provided by Service Provider which had been legally enacted on the date of the Agreement, whether or not yet effective or merely scheduled to go into effect.

XVIII.

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

XIX.

No Assignment: Service Provider may not assign this Agreement.

XX.

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

XXI.

Confidentiality: Service Provider expressly agrees that they will not use any incidental confidential information they may obtain while being on governmental property for their own benefit

and agrees that is will not enter unauthorized areas or access confidential information and will not disclose any information to unauthorized third parties and will take care to guard the security of the information at all times.

XXII.

Termination: This Agreement may be terminated at any time at the option of the County, without further or prospective liability for performance upon giving upon thirty (30) calendar day's written notice to thereof. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only amounts due to Service Provider for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

XXIII.

Right of Funds: Despite the agreed upon method of payment set forth above, Service Provider agrees to return to Williamson County pro-rata portion of unearned funds distributed to Service Provider if (a) Service Provider's project progress is insufficient; (b) this Agreement is terminated for any reason; or (c) Service Provider fails in any other respect under this Agreement.

XXIV.

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

XXV.

Notice: Any notice required to be given under the terms of this AGREEMENT shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

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

SERVICE PROVIDER
Total Office Solutions, LLP DBA
Move Solutions LTD
2201 Chemsearch Blvd.
Irving, TX 75062

XXVI.

Mediation: The parties agree to use non-binding mediation for dispute resolution prior to and formal legal action being taken on this Agreement.

XXVII.

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

XXVIII.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Agreement, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Agreement by reference. The Williamson County Vendor Reimbursement Policy can be found at: Williamson County Vendor Reimbursement Policy March 2023 (https://www.wilcotx.gov/351/Vendor-Reimbursement). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXIX.

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

A. This Agreement, its Exhibits and any amend amendments agreed to by both parties (if any);
B. Coop Contract - BuyBoard # 738-24, incorporated by reference
C. Statements of Work (SOWs) issued under the Agreement and
D. Insurance certificates evidencing coverages required herein above.

In the event a dispute arises between terms and conditions of this (1) Agreement, its exhibits and amendments (if any) and (2) Statements of Work (SOWs) issued under the Agreement and (3) any SOW issued under the Agreement, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence: (1) terms and conditions of this Agreement, its exhibits and amendments (if any) and (2) Statements of Work (SOWs) issued under the Agreement then (3) the SOW issued under the Agreement.

XXX.

Signature for the County: The presiding officer of Williamson County's governing body who is authorized to execute this instrument by order duly recorded may execute this Agreement on behalf of the County.

IN WITNESS WHEREOF, that this Agreement shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Dated: _____ _____, 20___

TOTAL OFFICE SOLUTIONS, LLP DBA MOVE SOLUTIONS LTD

_____
Authorized Signature

Shae Sisson
Printed Name

Dated: August 25th, 2025

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Aug 28 2025 Time: 10:57 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Aug 28 2025 Time: 8:38 am

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:
2025-1353859

Date Filed:
08/22/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Move Solutions, LTD
Austin , TX United States

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

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

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 Shae Sisson, and my date of birth is [redacted].

My address is [redacted].

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

Executed in Travis County, State of Texas, on the 22 day of August (month), 2025 (year).

JOHN PAREDES
Notary Public, State of Texas
Comm. Expires 08-07-2028
Notary ID 132511361

Shae Sisson
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:
2025-1353859

Date Filed:
08/22/2025

Date Acknowledged:
08/28/2025

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

Move Solutions, LTD
Austin , TX United States

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

Williamson County

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

Williamson County
Commercial Moving Service / Provide Moving equipment

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 **61.**

Meeting Date: 09/09/2025

Sheriff's Office Training Center (SOTC) - Additional Parking

Submitted For: Dale Butler **Submitted By:** Christy Matoska, Facilities Management

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a Supplemental Agreement No. 2 to the Agreement for Design and Engineering Services between Williamson County and Eckermann Engineering, Inc. dated June 10th, 2025, related to the SOTC Additional Parking.

Background

This Supplemental Agreement No. 2 for Design and Engineering Services between Williamson County and Eckermann Engineering, Inc. is made to add additional scope and time to compensate the firm for the additional services requested by Williamson County to provide site lighting and photometric plan for the portion of additional paving to accommodate proposed future parking stalls.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SOTC Additional Parking_Eckermann_SA1

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/02/2025 09:37 AM
Facilities Management (Originator)	Christy Matoska	09/03/2025 07:02 AM
Hal Hawes	Hal Hawes	09/03/2025 07:10 AM
County Judge Exec Asst.	Delia Colon	09/03/2025 08:00 AM
Form Started By: Christy Matoska		Started On: 09/02/2025 07:46 AM
Final Approval Date: 09/03/2025		

SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **Sheriff's Office Training Center Additional Parking** ("Project")

ARCHITECT / ENGINEER: **Eckermann Engineering, Inc.** ("A/E")
John J. Teague III, PE, Operations Manager
921 Main Street
Liberty Hill, TX 78642

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

THIS SUPPLEMENTAL AGREEMENT NO. 1 to **Agreement for Design and Engineering Services**, effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), is made pursuant to the terms and conditions of said Agreement by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, County and A/E previously executed **Agreement for Design and Engineering / Services** being dated effective **June 10th, 2025** ("Agreement");

WHEREAS, pursuant to **Article 20** of the Agreement, the terms of the Agreement may be modified by a fully executed, written modification;

WHEREAS, County now wishes to **provide site lighting and photometric plan for the portion of additional paving to accommodate proposed future parking stalls**; all of which would constitute Additional Services due to being outside the original scope of Basic Services; and,

WHEREAS, in accordance with **Article 7** of the Agreement, this Supplemental Agreement provides a description of the scope, compensation for, and schedule of Additional Services;

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

SUPPLEMENTAL AGREEMENT

NOW, THEREFORE, premises considered, County and A/E agree that the Agreement is modified and amended as follows:

ARTICLE 1
SCOPE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services detailed in **Attachment A – Scope of Additional Services** (referred to herein as "Additional Services").

ARTICLE 2
COMPENSATION FOR ADDITIONAL SERVICES

In accordance with the terms and conditions of the Agreement, County hereby agrees to pay A/E **Four Thousand Eight Hundred Dollars ($4,800.)** as detailed in **Attachment B – Fee Schedule**.

ARTICLE 3
TIME FOR PERFORMANCE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services by or before October 30th, 2026.

ARTICLE 4
TERMS OF AGREEMENT & EXTENT OF SUPPLEMENTAL AGREEMENT

All Additional Services described herein will be performed in accordance with the terms and conditions of the Agreement. All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

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

A/E:
Eckermann Engineering, Inc.

By: _____
Signature

Derrek Eckermann
Printed Name

President
Title

Date Signed: 9/2/2025

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

ATTACHMENT A

SCOPE OF ADDITIONAL SERVICES

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

In consideration of the compensation for Additional Services provided in the Amended Supplemental Agreement, A/E shall perform the following Additional 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 **Attachment 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 Amended 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:

Sheriff's Office Training Center – Additional Site Lighting and Photometric Plan
8160 Chandler Road, Hutto, TX 78634
P#718

Phase I previously accomplished and shall be repeated to add scope of work for additional lighting and photometric plan.

A/E will coordinate with County and design team throughout the project to identify project goals, schedules, and projected milestones for Phases I and III below. The following items will be provided with these Phases:

Phase I. Schematic Design – Site Lighting Plan:
A/E's electrical engineering subconsultant will prepare one (1) schematic level exterior site lighting plan for a 15,400 square feet portion of the proposed pavement expansion which is to accommodate approximately 33 parking stalls. This schematic site lighting plan will be established from the surveyed base map provided by A/E's surveyor subconsultant, as well as the conceptual site information provided by the County and developed within the design team. The schematic level site lighting plan will identify the location of light fixtures/poles and wiring conduit layouts. A/E will incorporate the site lighting plan into the overall schematic design plan set for submittal to the County.

Phase III. Construction Documents – Site Lighting and Photometric Plan and Specifications:
Upon the County's review and approval of the schematic plans, A/E's electrical engineering subconsultant will prepare a final site lighting and photometric plan for the project for use in permitting, bidding and construction of the improvements. Additionally, A/E's subconsultant will provide documentation of selected fixtures as required to facilitate the project. A/E will incorporate the site lighting and photometric plan into the overall set of construction plans for submittal to the County. The plans will be prepared in general accordance with the published requirements of the applicable jurisdictional entities.
This scope of work assumes standard pole base types specified in the original plan set will be utilized and this scope does not provide for structural design of pole foundations, review of foundations designed by others, nor inclusion of structural details of any kind.

Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in **Attachment 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. Advise County of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget.

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

D. Data Collection and Schematic Design:
a. Topographic Survey – A/E will hire sub-consultant to provide topographic survey for design to support the site improvements for the approximate one-acre parking expansion within the site. The project limits for the topographic survey task will include an approximate 180-foot-wide by 560-foot-long area for the parking improvements as well as the area of the existing detention basin to verify proposed increases in stormwater runoff can be accommodated. The vertical datum will be based upon immediately adjacent City, County, or USGS monuments. If a datum cannot be established, then the datum will be assumed. A/E will provide a topographic map (100-ft Grid) that depicts contours at one-foot intervals and identifies all grade-breaks within the surveyed area and two
(2) on-site temporary benchmarks.

b. Schematic Design: A/E will coordinate with the County to prepare a schematic level site plan for parking improvements. This schematic site plan will be established from the surveyed base map provided by sub-consultant, as well as the conceptual site information provided by the County and developed within the design team. The schematic site plan will identify the location of drive aisles, parking stalls, drainage improvements, and sidewalks (if required). Additionally, a concept level grading plan will be developed to establish the relationship between proposed improvements and existing facilities.

c. Preliminary Drainage Analysis: Utilizing the information obtained from as-built plans along with the proposed schematic plan and topographic base map, EEI will prepare one (1) preliminary drainage analysis for the subject site. The analysis will evaluate onsite flow rates to determine if proposed flows generated by the parking expansion exceed the pre-project rates for the 2, 10, 25, and 100-year storm events and confirm if the existing detention facilities will be required to be modified to support the proposed improvements. A letter report summarizing the methods, assumptions, and results of our analysis will be provided to the Owner upon completion of the work.

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 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. Upon the Owner's review and approval of the schematic site plan, A/E will prepare final construction documents for the project for use in permitting, bidding, and construction of the improvements. Based upon the schematic plan, A/E will prepare one (1) set of construction plans for submittal to Owner for the parking lots, driveways, grading, and drainage plans. The plans will be prepared in general accordance with the published requirements of the applicable jurisdictional entities. This scope of work assumes only minor grading modifications, if any, will be required within the detention basin and that no modifications will be required for the pond outlet structure.

H. A/E will provide the following services to support this Phase of the work:
- Preparation of plans for the following items:
- Project site plan and dimensional layout (utilizing plan developed in Phase 1 above)
- On-site grading and drainage plan
- Drainage area maps and calculations (on-site only)
- Detention pond modification plan and calculations (if required)
- Erosion and sedimentation control plan and details
- Existing conditions and demolition plan
- General notes and special provisions
- Construction details

I. A/E will prepare the Engineer's summary letter addressing the requirements of the County with respect to the site design and the Certificate of Compliance.

J. This scope of work does not provide for structural design of retaining walls, review of walls designed by others, nor inclusion of structural details of any kind.
- Construction specifications will generally be included on the construction drawings. A/E intends to use City of Georgetown and County Standard Construction Specifications. If applicable specifications are not available through these entities, A/E intends to utilize the City of Austin or other City Construction Specifications which are acceptable to the jurisdictional authorities. Separate individual specifications can be prepared for the Project as an Additional Service.

K. 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. Williamson County Certificate of Compliance:
1. A/E understands that Williamson County Development Services Department will require that site plans be reviewed and approved for issuance of a Certificate of Compliance prior to the start of construction activities. A/E will prepare and submit site civil construction plans to the Development Services Department who will review the plans for compliance. A/E will coordinate services with others as required to support the application, monitor the status of the application, respond to "normal" comments, as defined by the Engineer and agreed to by the Owner, provided by the Development Services staff, and make "normal" revisions to complete the application in accordance with staff comments in an effort to obtain approval of the application. A/E assumes that two (2) rounds of comments will be required to be processed.

H. Hutto Fire Rescue:
- A/E understands that Hutto Fire Rescue, operating under Williamson County Emergency Services District No. 3 (WCESD#3), will require review and approval of site improvements located in the City of Hutto's ETJ. A/E will prepare and submit site civil construction plans to the WCESD#3 who will review the plans for compliance. A/E will coordinate services with others as required to support the application, monitor the status of the application, respond to "normal" comments, as defined by the Engineer and agreed to by the Owner, provided by the WCESD#3 staff, and make "normal" revisions to complete the application in accordance with staff comments in an effort to obtain approval of the application. A/E assumes that two (2) rounds of comments will be required to be processed.

I. 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. A/E will provide the Owner with the construction phase services listed below, which are related solely to the civil site improvements under this contract. The Owner will administer all construction contracts. A/E will:

1. A/E will consult with and advise the Owner and issue instructions to the contractor on civil engineering items requested by the Owner.
2. A/E will provide Engineer's concurrence letter, if required, to the jurisdictional authorities indicating that the civil-related facilities of the project for conformance with the design concept of the project and in general compliance with the Contract.

A/E shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor or the safety precautions and programs incidental to the work of the Contractor. A/E shall not guarantee the performance of the Contractor nor be responsible for the acts, errors, omissions, or the failure of the Contractor to perform the construction work in accordance with the Contract Documents.

M. 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.

The Owner will provide the following information, upon which A/E will rely:

1. Geotechnical report including recommendations for pavement section and subgrade design.
2. Existing as-built site plan layout in usable AutoCAD or DXF format.

ATTACHMENT B

FEE SCHEDULE

This schedule indicates new fees by Phase of the Compensation for Additional Services:

		$	**4,800**	100%
17%	**Eckermann Engineering, Inc.**	**$**	**800**	
83%	**X5 Engineering**	**$**	**4,000**	

Phase I - SCHEMATIC DESIGN	**$**	**2,160**	45%
Eckermann Engineering, Inc.	$	360	
X5 Engineering	$	1,800	

Phase III - CONSTRUCTION DOCUMENTS	**$**	**2,640**	55%
Eckermann Engineering, Inc.	$	440	
X5 Engineering	$	2,200	

Commissioners Court - Regular Session **62.**

Meeting Date: 09/09/2025

CJC Judges' Security Improvements (P476) - Johnston, LLC - PSA-SA4

Submitted For: Dale Butler **Submitted By:** Christy Matoska, Facilities Managemen

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplemental Agreement No. 4 to the Agreement for Design and Engineering Services between Williamson County and Johnston, LLC, being dated effective January 28th, 2022, relating to the Justice Complex Improvements.

Background

This Supplemental Agreement No. 4 to the Agreement for Design & Engineering Services is made for the purposes of obtaining Construction Administration Services and Project Close-Out Services in relation to both the security improvements at the Williamson County Justice Complex and the renovations to the Sheriff's Office gym facility.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CJC Judges Security Improvement_Johnston_SA4

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/02/2025 02:42 PM
County Judge Exec Asst.	Delia Colon	09/02/2025 02:50 PM
Form Started By: Christy Matoska		Started On: 09/02/2025 02:20 PM
Final Approval Date: 09/02/2025		

SUPPLEMENTAL AGREEMENT NO. 4
TO
AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **CJC Judges' Security Improvements** ("Project")

ARCHITECT/ ENGINEER: **Johnston, LLC.** ("A/E")
David A. Butler, Senior Project Manager
2603 Augusta Drive, Suite 1600
Houston, TX 77057

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

THIS SUPPLEMENTAL AGREEMENT NO. 4 to **Agreement for Design and Engineering Services**, effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), is made pursuant to the terms and conditions of said Agreement by and between **Williamson County, Texas** a political subdivision of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, County and A/E previously executed **Agreement for Design and Engineering Services** being dated effective **January 28th, 2022** ("Agreement");

WHEREAS, pursuant to **Article 20** of the Agreement, the terms of the Agreement may be modified by a fully executed, written modification;

WHEREAS, County now wishes to obtain Construction Administration Services and Project Close-Out Services in relation to both the security improvements at the Wiliamson County Justice Center and the renovations to the Williamson County Sheriff's Office gym facility; all of which would constitute Additional Services due to being outside the original scope of Basic Services under the Agreement; and,

WHEREAS, in accordance with **Article 7** of the Agreement, this Supplemental Agreement provides a description of the scope, compensation for, and schedule of Additional Services;

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

SUPPLEMENTAL AGREEMENT

NOW, THEREFORE, premises considered, County and A/E agree that the Agreement is modified and amended as follows:

ARTICLE 1
SCOPE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the following Additional Services:

Phase VI – Construction Administration and Phase VII – Project Close-Out services shall consist of the following:

- Participation and preparation of on-site Punch List report development.
- Participation and review of on-site Punch List follow up.
- Preparation and distribution of the Certificate of Substantial Completion.
- Review and comment on Contractor's Close-out documentation.
- Review and certification of Contractor's progress pay application and final pay application.

ARTICLE 2
COMPENSATION FOR ADDITIONAL SERVICES

In accordance with the terms and conditions of the Agreement, County hereby agrees to pay A/E **Twelve Thousand ($12,000)** for performance of the Additional Services.

ARTICLE 3
TIME FOR PERFORMANCE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services by or before October 1st, 2025.

ARTICLE 4
TERMS OF AGREEMENT & EXTENT OF SUPPLEMENTAL AGREEMENT

All Additional Services described herein will be performed in accordance with the terms and conditions of the Agreement. All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, County has caused this Supplemental Agreement to be signed in its name by its duly authorized County Judge, or presiding officer of the Williamson County Commissioners Court in the absence of the County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE

COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:
Johnston, LLC.

By: _____
Signature

David Butler
Printed Name

Senior Project Manager
Title

Date Signed: September 2, 2025

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

Meeting Date: 09/09/2025

JP4 HVAC Replacement - Brandt - Change Order 01

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

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive and acknowledge approval of Change Order No. 1 from the Brandt Companies, LLC., Inc. for the JP4 HVAC Replacement in the amount of $6,409.88, which was approved by Williamson County Facilities Management Project Manager, Matt Weber, pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031

Background

This Change Order No. 1 is made to compensate the contractor, The Brandt Companies, LLC. In the amount of $6,409.88 to repair the ceiling grid above Judge’s bench and install additional return air filter grilles as needed. This Change Order results in a net increase of $6,409.88. The original Contract amount was $77,625.08. As a result of this Change Order, the new contract sum is $84,034.96 with no additional time needed for completion date of September 20th, 2025. Williamson County Facilities Management Project Manager, Matt Weber, was delegated change order approval authority on June 24, 2025, by the Commissioners Court pursuant to Loc. Gov't Code Sec. 262.031. This item is to acknowledge such approval and record same into minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP4 HVAC Repl CO1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/02/2025 02:54 PM
Form Started By: Gretchen Glenn		Started On: 09/02/2025 01:46 PM
Final Approval Date: 09/02/2025		

CHANGE ORDER
JP4 HVAC Replacement

CHANGE ORDER NO: 01 NTP Date: 08/19/2025
DATE OF ISSUANCE: 08/27/2025
Contractor: Brandt
Architect/ Engineer: N/A

EXPLANATION:

1. Repair of ceiling grid above judge's bench and install additional return air filter grilles

CONTRACT CHANGE:

1. Added cost of $6,409.88 to repair ceiling grid and add return air grilles uncovered during construction

A. Original Contract Amount	$	77,625.08
B. Adjusted Contract Sum by previous Change Orders	$	0.00
C. Contract Sum increased / (decreased) by this Change Order in the amount of	$	6,409.88
D. New Contract Sum including this Change Order will be	$	84,034.96

Percentage Increase of Total Change Orders over Original Contract Amount $\left(\frac{D-A}{A} * 100\right)$
(Not to Exceed 25% per state law) 8.26 %

The Contract Time will be changed by 0 days
The date of Substantial Completion as of the date of this Change Order 09/23/2025

RECOMMENDED BY:

The Brandt Companies, LLC		8/28/2025
Contractor	Signature	Date

REVIEWED BY:

N/A		
Architect/ Engineer	Signature	Date

ACCEPTED BY:

Matt Weber, Project Manager, Facilities		08/27/2025
County's Representative	Signature	Date

Commissioners Court - Regular Session **64.**

Meeting Date: 09/09/2025

24IFB38 Ronald Reagan Blvd Milling and Overlay - Change Order #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 24IFB38 for Texas Materials Group, Inc. a reduction in the amount of $124,893.95 for Ronald W. Reagan Blvd Milling and Overlay. Funding Source: 01.0200.0210.003599.

Background

This change order is a balancing change order. All work has been completed. The original contract amount was $3,389,603.55. With the reduction of this Change Order in the amount of $124,893.95, the final contract amount will be $3,264,709.60. This change order decreases the original contract by 3.68%.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

24IFB38_CO1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/02/2025 08:32 AM
Form Started By: Jenifer Favreau		Started On: 09/02/2025 08:10 AM
Final Approval Date: 09/02/2025		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

Contract Award Date:	5/14/2024
Project Number:	24IFB38
Funding Source:	003599
Roadway:	Ronald W Reagan Blvd

NTP Required: ☐ Yes ☑ No

Contractor: Texas Materials Group, Inc.

Project Name: Ronald W Reagan Blvd Milling and Overlay

Change Order Work Limits: Sta. All to Sta. All

Type of Change(on federal-aid non-exempt projects): 2E (Major/Minor)

Reasons: _____ (3 Max. - In order of importance - Primary first)

Describe the work being revised:

This change order adjusts item quantities to the final usage. This is a contract balancing and final change order for this project.

Work to be performed in accordance with Items: All

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 7/10/25

By _____

Typed/Printed Name John Thomas

Typed/Printed Title PM

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0

Amount added by this change order: ($124,893.95)

Original Contract Amount:	$3,389,603.55
Total Change Orders To-Date:	1.00
Percent Change In Original Contract:	3.68%

RECOMMENDED FOR EXECUTION:

7-25-25
Williamson County Construction Staff Date

30 JUL 2025
FOR Director of Road and Bridge Date

8/19/2025
3rd Party Signature Date

RECOMMENDED FOR EXECUTION:

Robert B. Daigh 08/29/25
Department of Infrastructure Date
Williamson County

APPROVED:

_____
Presiding Officer of the Date
Williamson County Commissioners Court

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: ***1*** ***Project #*** ***24IFB38***

TABLE B: Contract Items

ITEM		DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED						ADD or (DEDUCT)	NEW						OVERRUN/ UNDERRUN
					WILCO QTY	JARRELL QTY	TOTAL QUANTITY	WILCO COST	JARRELL COST	ITEM COST	QUANTITY	WILCO QTY	JARRELL QTY	TOTAL QUANTITY	WILCO COST	JARRELL COST	ITEM COST	
160	6003	FURNISHING AND PLACING TOPSOIL (4")	SY	$7.00	19582	3695	23,277	$137,074.00	$25,865.00	$162,939.00	(2,543.00)	17,170	3,564	20,734	$120,190.00	$24,948.00	$145,138.00	($17,801.00)
164	6033	DRILL SEEDING (PERM) (RURAL) (SANDY)	SY	$0.20	19582	3695	23,277	$3,916.40	$739.00	$4,655.40	(2,543.00)	17,170	3,564	20,734	$3,434.00	$712.80	$4,146.80	($508.60)
166	6001	FERTILIZER	AC	$1,000.00	4.10	0.80	4.90	$4,100.00	$800.00	$4,900.00	(4.90)	0	0	0	$0.00	$0.00	$0.00	($4,900.00)
168	6001	VEGETATIVE WATERING	MG	$21.00	2428	459	2,887	$50,988.00	$9,639.00	$60,627.00	(2,887.00)	0	0	0	$0.00	$0.00	$0.00	($60,627.00)
340	6011	D - GR HMA(SQ) TY - B PG64 - 22	TON	$93.00	800	3294	4,094	$74,400.00	$306,342.00	$380,742.00	(274.40)	653.36	3,166.24	3,819.60	$60,762.48	$294,460.32	$355,222.80	($25,519.20)
341	6043	D - GR HMA TY - D PG70 - 22	TON	$101.00	18661	2934	21,595	$1,884,761.00	$296,334.00	$2,181,095.00	1,497.10	20,025.74	3,066.36	23,092.10	$2,022,599.74	$309,702.36	$2,332,302.10	$151,207.10
354	6021	PLANE ASPH CONC PAV (0" TO 2")	SY	$4.00	5210	1432	6,642	$20,840.00	$5,728.00	$26,568.00	(233.00)	4,500	1,909	6,409	$18,000.00	$7,636.00	$25,636.00	($932.00)
354	6042	PLANE ASPH CONC PAV (8")	SY	$9.25	1818	7486	9,304	$16,816.50	$69,245.50	$86,062.00	(1,574.00)	534	7,196	7,730	$4,939.50	$66,563.00	$71,502.50	($14,559.50)
500	6001	MOBILIZATION	LS	$55,000.00	0.85	0.15	1.00	$46,750.00	$8,250.00	$55,000.00	0.00	0.85	0.15	1.0000	$46,750.00	$8,250.00	$55,000.00	$0.00
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	$30,000.00	1.70	0.30	2.00	$51,000.00	$9,000.00	$60,000.00	0.00	1.70	0.30	2.0000	$51,000.00	$9,000.00	$60,000.00	$0.00
662	6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	$1.25	582	230	812	$727.50	$287.50	$1,015.00	0.00	582	230	812	$727.50	$287.50	$1,015.00	$0.00
662	6111	WK ZN PAV MRK SHT TERM (TAB) TY Y - 2	EA	$1.25	1874	206	2,080	$2,342.50	$257.50	$2,600.00	0.00	1,874	206	2,080	$2,342.50	$257.50	$2,600.00	$0.00
666	6029	REFL PAV MRK TY I (W)8"(DOT)(090MIL)	LF	$3.00	99	42	141	$297.00	$126.00	$423.00	138.00	150	129	279	$450.00	$387.00	$837.00	$414.00
666	6035	REFL PAV MRK TY I (W) 8" (SLD) (090MIL)	LF	$1.25	3410	1509	4,919	$4,262.50	$1,886.25	$6,148.75	(405.00)	2,764	1,750	4,514	$3,455.00	$2,187.50	$5,642.50	($506.25)
666	6047	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	$5.75	389	38	427	$2,236.75	$218.50	$2,455.25	(259.00)	130	38	168	$747.50	$218.50	$966.00	($1,489.25)
666	6053	REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	$225.00	15	8	23	$3,375.00	$1,800.00	$5,175.00	(6.00)	9	8	17	$2,025.00	$1,800.00	$3,825.00	($1,350.00)
666	6077	REFL PAV MRK TY I (W) (WORD) (090MIL)	EA	$285.00	10	5	15	$2,850.00	$1,425.00	$4,275.00	(1.00)	9	5	14	$2,565.00	$1,425.00	$3,990.00	($285.00)
666	6131	REFL PAV MRK TY I (Y)6"(DOT)(090MIL)	LF	$10.00	51	0	51	$510.00	$0.00	$510.00	(51.00)	0	0	0	$0.00	$0.00	$0.00	($510.00)
666	6146	REFL PAV MRK TY I (Y) 24" (SLD) (090MIL)	LF	$5.75	2072	680	2,752	$11,914.00	$3,910.00	$15,824.00	(1,001.00)	1,466	285	1,751	$8,429.50	$1,638.75	$10,068.25	($5,755.75)
666	6171	REFL PAV MRK TY II (W) 6" (BRK)	LF	$0.50	930	430	1,460	$465.00	$215.00	$730.00	(90.00)	840	530	1,370	$420.00	$265.00	$685.00	($45.00)
666	6174	REFL PAV MRK TY II (W) 6" (SLD)	LF	$0.50	1034	166	1,200	$517.00	$83.00	$600.00	8,857.00	3,587	6,470	10,057	$1,793.50	$3,235.00	$5,028.50	$4,428.50
666	6176	REFL PAV MRK TY II (W) 8" (DOT)	LF	$1.75	99	42	141	$173.25	$73.50	$246.75	138.00	150	129	279	$262.50	$225.75	$488.25	$241.50
666	6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	$0.65	3410	1509	4,919	$2,216.50	$980.85	$3,197.35	(405.00)	2,764	1,750	4,514	$1,796.60	$1,137.50	$2,934.10	($263.25)
666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	$3.50	389	38	427	$1,361.50	$133.00	$1,494.50	(259.00)	130	38	168	$455.00	$133.00	$588.00	($906.50)
666	6184	REFL PAV MRK TY II (W) (ARROW)	EA	$100.00	15	8	23	$1,500.00	$800.00	$2,300.00	(6.00)	9	8	17	$900.00	$800.00	$1,700.00	($600.00)
666	6192	REFL PAV MRK TY II (W) (WORD)	EA	$175.00	10	5	15	$1,750.00	$875.00	$2,625.00	(1.00)	9	5	14	$1,575.00	$875.00	$2,450.00	($175.00)
666	6209	REFL PAV MRK TY II (Y) 6" (DOT)	LF	$0.50	51	0	51	$25.50	$0.00	$25.50	(51.00)	0	0	0	$0.00	$0.00	$0.00	($25.50)
666	6210	REFL PAV MRK TY II (Y) 6" (SLD)	LF	$0.50	7707	268	7,975	$3,853.50	$134.00	$3,987.50	65,847.00	66,576	7,246	73,822	$33,288.00	$3,623.00	$36,911.00	$32,923.50
666	6214	REFL PAV MRK TY II (Y) 24" (SLD)	LF	$3.50	2072	680	2,752	$7,252.00	$2,380.00	$9,632.00	(1,001.00)	1,466	285	1,751	$5,131.00	$997.50	$6,128.50	($3,503.50)
666	6285	REF PROF PAV MRK TY I (W)6" (SLD)(090)MIL	LF	$0.65	68172	6319	74,491	$44,311.80	$4,107.35	$48,419.15	(7,864.00)	60,210	6,417	66,627	$39,136.50	$4,171.05	$43,307.55	($5,111.60)
666	6289	REF PROF PAV MRK TY I (Y)6" (SLD)(090)MIL	LF	$0.65	65226	6795	72,021	$42,396.90	$4,416.75	$46,813.65	(5,681.00)	60,249	6,091	66,340	$39,161.85	$3,959.15	$43,121.00	($3,692.65)
666	6305	RE PM W/RET REQ TY I (W)6"(BRK)(090MIL)	LF	$0.75	930	530	1,460	$697.50	$397.50	$1,095.00	(90.00)	840	530	1,370	$630.00	$397.50	$1,027.50	($67.50)
666	6308	RE PM W/RET REQ TY I (W)6"(SLD)(090MIL)	LF	$0.75	1034	166	1,200	$775.50	$124.50	$900.00	(500.00)	534	166	700	$400.50	$124.50	$525.00	($375.00)
666	6320	RE PM W/RET REQ TY I (Y)6"(SLD)(090MIL)	LF	$0.75	7707	268	7,975	$5,780.25	$201.00	$5,981.25	(2,293.00)	5,009	673	5,682	$3,756.75	$504.75	$4,261.50	($1,719.75)
672	6007	REFL PAV MRKR TY I-C	EA	$5.75	227	0	227	$1,305.25	$0.00	$1,305.25	0.00	227	0	227	$1,305.25	$0.00	$1,305.25	$0.00
672	6009	REFL PAV MRKR TY II-A-A	EA	$5.75	3646	166	3,812	$20,964.50	$954.50	$21,919.00	(2,884.00)	873	55	928	$5,019.75	$316.25	$5,336.00	($16,583.00)
672	6010	REFL PAV MRKR TY II-C-R	EA	$5.75	0	111	111	$0.00	$638.25	$638.25	23.00	0	134	134	$0.00	$770.50	$770.50	$132.25
3019	6001	TRACKLESS TACK COAT	GAL	$4.50	33928	5334	39,262	$152,676.00	$24,003.00	$176,679.00	(28,762.00)	9,106.20	1,393.80	10,500.00	$40,977.90	$6,272.10	$47,250.00	($129,429.00)
ITEMS ADDED BY CHANGE ORDER																		
8.6		Liquidated Damages - Change Order #1	Day	($500.00)			0.00	$0.00	$0.00	$0.00	34	34	0	34	($17,000.00)	$0.00	($17,000.00)	($17,000.00)
							TOTALS	$2,607,183.10	$782,370.45	$3,389,603.55				TOTALS	$ 2,507,427.82	$ 757,281.78	$3,264,709.60	($124,893.95)

ORIGINAL CONTRACT AMOUNT : **$3,389,603.55**

CHANGE ORDER #1 : **($124,893.95)**

REVISED TOTAL CONTRACT AMOUNT : **$3,264,709.60**

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 **65.**

Meeting Date: 09/09/2025

Approval of Renewal #1 for contract #25IFB2 for Commercial Lime Slurry, Hydrated Lime Slurry, and Quicklime-Lhoist North America of Texas for Road and Bridge Department.

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing Renewal #1 of Contract IFB #25IFB2 Commercial Lime Slurry, Hydrated Lime Slurry, and Quicklime, between Williamson County and Lhoist North America of Texas on the same terms and conditions as the existing contract, for the renewal term of 12/10/2025, through 12/09/2026.

Background

This is the first renewal of Contract #25IFB2 -Commercial Lime Slurry, Hydrated Lime Slurry, and Quick lime between Lhoist North America of Texas and Williamson County for the Road and Bridge Department. The original contract terms were approved by the Commissioner's Court on 12/10/2024 through 12/09/2025, agenda item #75. The Road and Bridge Department has confirmed that the vendor has met all requirements to proceed with Renewal #1 under the same terms, conditions, and pricing as the existing contract throughout the period of 12/10/2025 through 12/09/2026. The Funding Source is 01.0200.0210.003597. The point of contact is Kelly Murphy.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal #1

Original Agreement

1295

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/29/2025 02:59 PM
Form Started By: Cheryl Johnson		Started On: 08/18/2025 04:04 PM
Final Approval Date: 08/29/2025		

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	25IFB2	**Department:**	Road and Bridge
Vendor Name:	Lhoist North America of Texas LLC.		
Purpose/Intended Use of Product or Service (summary):			
Commercial Lime Slurry, Hydrated Lime Slurry and Quick lime			
Type of Contract:	IFB	**Start Date:**	12/10/2025
Purchasing Contact:	Cheryl Johnson	**End Date:**	12/09/2026
Department Contact:	Kelly Murphy		

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms, and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.

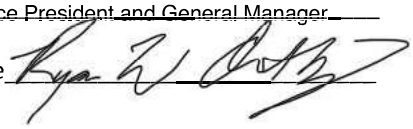
Renewal Option Period 1 12/10/2025 through 12/09/2026
Initial Contract Period 12/10/2024 through 12/09/2025

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE

Vendor Lhoist North America

Name Ryan Ortberg

Title Vice President and General Manager

Signature 

Date 8/19/2025

Williamson County, 710 Main St., Georgetown, TX 78626

Williamson County Authorized Signature

Signature _____

Date _____

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Aug 22 2025 Time: 1:40 pm

FY 25' 26 Lhoist North America of Texas, LLC

ITEM #	DESCRIPTION	UNIT	UNIT PRICING DELIVERED TO PROJECT SITE WITHIN WILCO AND SPREAD
1	COMMERCIAL LIME SLURRY	TON	$298.00
2	HYDRATED LIME SLURRY	TON	$390.64
3	QUICKLIME, GRADE DS	TON	$304.46

**Note:	23 ton minimum freight charge on pebble quicklime short loads	Per Ton	$36.53
**Note:	8 ton minimum freight charge on commercial lime slurry short loads	Per Ton	$42.33
**Note:	8 ton minimum freight charge on hydrate lime slurry short loads	Per Ton	$68.72

Specifications

Bid Specifications

General Information

Williamson County is seeking qualified companies to provide for the purchase of Commercial Lime Slurry, Hydrated Lime Slurry, and Quicklime, delivered and spread evenly on projects within Williamson County.

Technical Contact

Kelly Murphy – Planner III Road and Bridge Department

Contract Term

Initial 1 year term

Additional Renewals Options

2 Renewals at 12 months each

Pre- Bid Conference

Not applicable

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:
2025-1351908

Date Filed:
08/19/2025

Date Acknowledged:
08/22/2025

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

Lhoist North America of Texas, LLC
Fort Worth, TX United States

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

Williamson County

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

25IFB2
Commercial Lime Slurry, Hydrated Lime Slurry and Quick Lime

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

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:
2025-1351908

Date Filed:
08/19/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Lhoist North America of Texas, LLC
Fort Worth, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
25IFB2
Commercial Lime Slurry, Hydrated Lime Slurry and Quick Lime

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Niemann, Philipp	Fort Worth, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My na[redacted].

My ad[redacted].

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

Executed in Tarrant County, State of Texas, on the 20 day of August (month), 20 25 (year).

Kenneth Cook
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **66.**

Meeting Date: 09/09/2025

25IFB9 CR 255 Realignment - Change Order #2 (Revised TCP)

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. 2 in the amount of $40,644.93 for Project 25IFB9 CR 255 Realignment (Jordan Foster Construction).

Background

This Change Order compensates the Contractor for implementing additional safety measures along Ronald Reagan Blvd at CR 255. Due to the high traffic volume and speed at this location, concrete traffic barriers will be installed to protect workers within the work zone. The speed limit will also be reduced to 50 mph during the widening process. Message boards will be placed 8 days prior to the start of construction, to notify the traveling public per Williamson County's request. The Contractor provided signed and sealed Traffic Control Plan (TCP) sheets for this change. Please see the attached Change Order for additional details.

This Change Order results in a net increase of $40,644.93 to the Contract amount, for an adjusted Contract total of $20,874,710.34. The original Contract amount was $20,847,300.93. As a result of this and all Change Orders to-date, $27,409.41 has been added to the Contract, resulting in a 0.13% 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: 546 Funding Source: Road and Bridge in Commissioner Precinct 3.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

25IFB9-CR255-CO#2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	08/29/2025 03:06 PM
Form Started By: Julissa Romero		Started On: 08/26/2025 06:15 PM
Final Approval Date: 08/29/2025		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

Contract Award Date:	1/7/2025
Project Number:	*25IFB9*
Funding Source:	*P546*
Roadway:	*CR 255*
CSJ Number:	N/A

NTP Required: ☑ Yes ☐ No

Contractor: **Jordan Foster Construction, LLC**

Project Name: **CR 255**

Change Order Work Limits: Sta. **12+83.29** to Sta. **165+37.88**

Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

Reasons: **2I** (3 Max. - In order of importance - Primary first)

Describe the work being revised:

2I. Additional safety needs (unforeseeable). This Change Order compensates the Contractor for implementing additional safety measures along Ronald Reagan Blvd at CR 255. Due to the high traffic volume and speed at this location, it was agreed to install concrete traffic barriers to protect workers within the work zone and reduce the speed limit to 50 mph during the widening process. Message boards will be placed 8 days prior to the start of construction to notify the traveling public per Williamson County's request.

Work to be performed in accordance with Items: **See attached**

New or revised plan sheet(s) are attached and numbered: **1-19**

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 08/25/2025
Jordan Foster Construction, LLC

By _____

Typed/Printed Name John Goodrich, PE

Typed/Printed Title Executive Vice President

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **$40,644.93**

Original Contract Amount:	**$20,847,300.93**
Total Change Orders To-Date:	**$27,409.41**
Percent Change in Original Contract:	**0.13%**

RECOMMENDED FOR EXECUTION:

_____ 8/25/2025
Senior Construction Engineer Date

_____ 8/26/2025
Program Manager Date

_____ 8/26/2025
Matt Williamson Date
Director of Road and Bridge

RECOMMENDED FOR EXECUTION:

_____ 8/26/2025
Department of Infrastructure Date
Williamson County

APPROVED:

_____
Presiding Officer of the Date
Williamson County Commissioners Court

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *2* ***Project #*** *25IFB9*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE		HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
999-WC05	ADDITIONAL SAFETY MEASURES	LS	$40,644.93	0.00	$0.00	1.00	1.00	$40,644.93	$40,644.93
	TOTALS				$0.00			$40,644.93	$40,644.93

Williamson County Road Bond Program

CR 255
Williamson County Project No. 25IFB9

Change Order No. 2

Reason for Change

This Change Order compensates the Contractor for implementing additional safety measures along Ronald Reagan Blvd at CR 255. Due to the high traffic volume and speed at this location, concrete traffic barriers will be installed to protect workers within the work zone. The speed limit will also be reduced to 50 mph during the widening process. Message boards will be placed 8 days prior to the start of construction, to notify the traveling public per Williamson County's request. The Contractor provided signed and sealed Traffic Control Plan (TCP) sheets for this change.

Following is a summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
999-WC01	ADDITIONAL SAFETY MEASURES	1.0	LS

This Change Order results in a net increase of $40,644.93 to the Contract amount, for an adjusted Contract total of $20,874,710.34. The original Contract amount was $20,847,300.93. As a result of this and all Change Orders to-date, $27,409.41 has been added to the Contract, resulting in a 0.13% 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	CR 255	Solicitation #	25IFB9	
Date awarded	1/7/2025			
Awarded Contract Amount		$20,847,300.93		
			Percentage Change	
	Change order #1	($13,235.52)	-0.06%	
	Change order #2	$40,644.93	0.19%	
	Total changes to date	$27,409.41	0.13%	(Running totals here)
	Adjusted contract amount	$20,874,710.34		

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

JORDAN FOSTER INFRASTRUCTURE
15603 North IH 35
Pflugerville, TX 78660
P: 512.990.8313
F: 512.990.3785

A Foundation of Excellence℠

July 23, 2025

HNTB Engineers
101 E. Old Settlers STE 225
Round Rock, Texas 78664

Reference: **Change Proposal Summary 003.2**
CR 255
Project No.: 25IFB9

Dear Mr. Church:

Please see attached the Cost Proposal Summary in the amount of $40,644.93 for the changes made to the traffic control and phasing plans for the roadway widening construction at Ronald Reagan.

We appreciate your time spent reviewing this request and will look forward to your response. Please call me at (432) 528-1638 if you have any questions or need any additional information regarding this matter.

Sincerely,

Jordan Foster Construction, LLC

Shelby Priddy

Shelby Priddy
Project Manager

Attachments: Cost Proposal Summary 003.2 Revised Traffic Control – Ronald Reagan

Cost Proposal Summary

Williamson County
Project: CR 255
Project No.: 25IFB9

Project: CR 255
Job No. 25004
Estimator: SP

Change File: 003.2
Date: 23-Jul-25

Brief Scope of Work:			
Revised Traffic Control Changes - Ronald Reagan			
Does this Change affect the Contract Time?	**TBD**	**If so, number of days (+/-):**	**TBD**

WORK DESCRIPTION	LABOR	MATERIAL	EQUIP.	SUBS	TOTALS
LABOR:					
Direct Labor	0.00				**0.00**
MATERIAL:					
Total - Material Costs		0.00			**0.00**
EQUIPMENT					
Total - Equipment Costs			0.00		**0.00**
SUBCONTRACTORS:					
Total - Subcontractor Costs				18250.00	**18250.00**
SUBTOTALS:	0.00	0.00	0.00	18250.00	**18250.00**
Compensation on Direct Labor - 5%	0.00				**0.00**
Compensation on Material - 5%		0.00			**0.00**
Compensation on Equipment - 5%			0.00		**0.00**
Compensation on Subcontracts - 5%				912.50	**912.50**
SUBTOTALS:	0.00	0.00	0.00	19162.50	**19162.50**

UNIT PRICES:				
Unit Price Description	**Quantity**	**Measure**	**Unit Price**	
662-6063 WK ZN PAV MRK REMOV (W) 4" (SLD)	12400.00	LF	0.85	**10540.00**
662-6095 WK ZN PAV MRK REMOV (Y) 4" (SLD)	12400.00	LF	0.85	**10540.00**
SUBTOTAL:				**21080.00**

	Estimate Subtotal	**19162.50**
	Unit Price Subtotal	**21080.00**
	Bond (1%)	**402.43**
TOTAL COST PROPOSAL:		**40644.93**

Project: 25IFB9
Directive #
Date: 7/23/25
Estimator: SP
Change File: 003.2

Revised Traffic Control Changes - Ronald Reagan

Description	Quantity	Unit	Unit Price	L-M-E-S	Labor	Material	Equipment	Subcontract	Total
Additional Mobilizations & Striping Removals (New Item)									
Sub									
Striping Crew Additoinal Mobs - Install PH 1 ST 1, Remove PH 1 ST 1 & Install PH 1 ST 2, Remove PH 1 ST 2 & Final Surface Overlay	3.00	EA	$ 2,500.00	S	0.00	0.00	0.00	7500.00	7500.00
Traffic Control Crew Additoinal Mob	1.00	EA	$ 2,500.00	S	0.00	0.00	0.00	2500.00	2500.00
677-6001 - Elim Ext Pav Mrk & Mrks (4")	6,200.00	LF	$ 1.25	S	0.00	0.00	0.00	7750.00	7750.00
Furnish & Install Added Signs per revised TCP	2.00	EA	$ 250.00	S	0.00	0.00	0.00	500.00	500.00
Subtotal					**0.00**	**0.00**	**0.00**	**18250.00**	**18250.00**
COMPENSATION					**0.00**	**0.00**	**0.00**	**0.00**	**912.50**
TOTAL									**19162.50**

TRAFFIC CONTROL PLAN

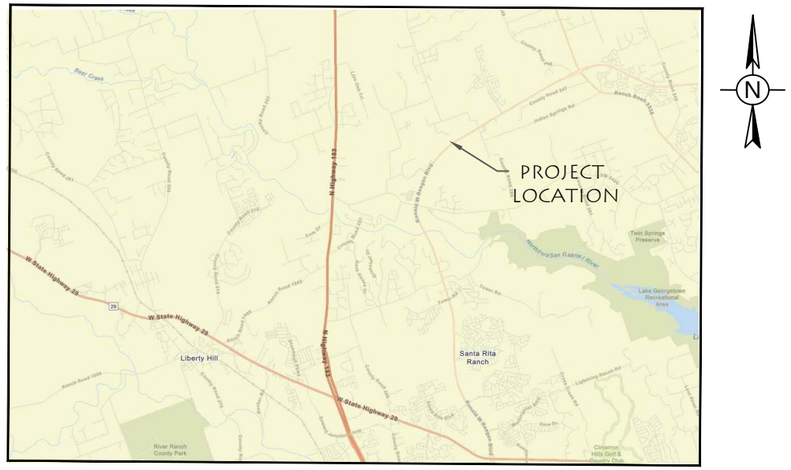
CR 255

RONALD REAGAN BLVD

WILLIAMSON COUNTY

SHEET INDEX

BARRICADING SUMMARY TABLE
AND GENERAL NOTES.....2
TRAFFIC CONTROL PLAN.....3 - 4
TRAFFIC CONTROL DETAILS.....5 - 19



VICINITY MAP

NOT TO SCALE

JORDAN FOSTER CONSTRUCTION

SHELBY BRYANT PRIDDY I JORDAN FOSTER CONSTRUCTION
PROJECT MANAGER I SPRIDDY @JORDANFOSTERCONSTRUCTION.COM
M: 432-528-1638 F: 512.990.3785 I 15603 NORTH IH 35 I PFLUGERVILLE, TX 78660

SUN STAR SERVICES, LLC

400 WIMBERLEY OAKS DRIVE, WIMBERLEY, TX 78676
PHONE: (512) 618-5150
EMAIL: LESTELLA@SUNSTARSERVICES.GURU
TBPE REG. NO. F-17453

STATE OF TEXAS
LESTELLA S. VALLEY
89406
PROFESSIONAL ENGINEER

SUBMITTED BY _____ AUGUST 19, 2025

LESTELLA S. VALLEY, P.E. DATE
SUN STAR SERVICES, L.L.C.

BARRICADING SUMMARY TABLE

STREETS

STREETS	FROM	TO	CLASSIFICATION	ALLOWED BARRICADING HOURS	ESTIMATED START DATE AND DURATION	PLANNED IMPROVEMENTS	TRAFFIC CONTROL PLAN SHEET	COMMENTS
CR 255	FM 3405	CR 289	TXDOT ROW	24 HRS A DAY 7 DAYS A WEEK	***START DATE TO BE DETERMIND***	WIDENING OF ROADWAY	3 & 4	NONE

START DATE TO BE DETERMINED BY GOVERNING AGENCY & CONTRACTOR

ALLOWED BARRICADING HRS TO BE DETERMINED BY GOVERNING AGENCY & CONTRACTOR

SPECIAL NOTES:

1. CONTRACTOR MAY USE ANY TEMPORARY TRAFFIC BARRIER THAT MEETS AASHTO MASH REQUIREMENTS. CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE THAT BARRIER SELECTED IS SET IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS, AND ACCORDING WITH CRITERIA IN CHAPTER 5 OF AASHTO ROADSIDE DESIGN GUIDE.
2. CONTRACTOR SHALL COVER ANY CONFLICTING LANE MARKINGS OR ELIMINATE VIA WATER OR ABRASIVE SAND BLASTING.

TXDOT GENERAL NOTES:

1. REFER TO TXDOT STANDARD BC-21 AND WZ (RCD)-13 FOR ADDITIONAL NOTES REGARDING TRAFFIC CONTROL REQUIREMENTS.
2. ALL DEVICES SHALL BE SET IN ACCORDANCE WITH THE LATEST EDITION OF THE T.M.U.T.C.D.
3. SANDBAGS SHALL BE USED AS BALLAST ON ALL BARRICADES AND SIGNS.
4. COORDINATION WITH ADJACENT JURISDICTIONS IS REQUIRED PRIOR OF CONSTRUCTION ACTIVITY AND THE INSTALLATION OF TEMPORARY TRAFFIC CONTROL DEVICES.
5. CONTRACTOR RESPONSIBLE FOR DRIVEWAY/LANDOWNER COORDINATION.
6. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ANY PROPOSED CHANGES TO THE TRAFFIC CONTROL PLAN TO THE ENGINEER AND TXDOT FOR APPROVAL.
7. CONTRACTOR SHALL COORDINATE WITH AFFECTED PROPERTY OWNERS PRIOR TO STARTING WORK CONTRACTOR SHALL MAINTAIN ACCESS TO DRIVEWAYS UNLESS PRIOR ARRANGEMENTS HAVE BEEN MADE WITH HOME OWNERS.

SUN STAR SERVICES, LLC
400 WIMBERLEY OAKS DRIVE, WIMBERLEY, TX 78676
PHONE: (512) 618-5150
EMAIL: LESTELLA@SUNSTARSERVICES.GURU
TBPE REG. NO. F-17453

08/19/2025

STATE OF TEXAS
LESTELLA S. VALLEY
89406
PROFESSIONAL ENGINEER

Lestella S. Valley

APPROVED BY:
DESCRIPTION:
PROJECT NAME: CR 255 RONALD REAGAN BLVD WILLIAMSON COUNTY
SHEET NAME: TRAFFIC CONTROL PLAN BARRICADING SUMMERY TABLE AND GENERAL NOTES
DATE:
REVISION:
DRAWN BY: MB
PROJECT NO: 25155
CITY JOB NO:
SHEET: 2 OF 19

Move these signs to mirror 50MPH ahead signs will be 55mph for WB traffic approaching FM3405

-1)-18 SHEET 18 WARNING SIGNS

We don't need this sign at all.

EXISTING LANE MARKINGS

Adjust opening to compensate lrg truck traffic at Marcellos

SINGLE SLOPE CONCRETE BARRIER 892 LF

2 LF SPACE FROM EDGE LINE

SPEED LIMIT 65 R2-1

RONALD REAGAN BLVD POSTED 65 MPH

MATCH LINE A SEE THIS SHEET

1500. LF

WORK ZONE G20-4 36X24

SPEED LIMIT 50 R2-1

SPEED LIMIT 50 CW3-5 48X48

Plus the existing drwy.

Move these signs back to match RWA and BWZ signs

NOTES:
1. REFER TO SHEET 3 FOR NOTES

LEGEND:
- SIGN STAND
- CHANNELIZING DEVICE (DRUM)
- EXISTING WORK ZONE
- PROPOSED WORK ZONE
- PRECAST SINGLE SLOPE CONCRETE BARRIER
- SLED TEMP. WORK ZONE ATTENUATOR TL-3

0 25 50 100 200

SCALE: 1" = 100'

MATCH LINE A SEE THIS SHEET

SINGLE SLOPE CONCRETE BARRIER 306 LF

CR 255

R3-1 24X24

R3-2 24X24

EXISTING LANE MARKINGS

RONALD REAGAN BLVD POSTED 65 MPH

2 LF SPACE FROM EDGE LINE TO BARRIER

SINGLE SLOPE CONCRETE BARRIER 800 LF

We will need to bag the existing 65mph sign just south of CR 289 intersection.

WORK ZONE G20-4 36X24

SPEED LIMIT 50 R2-1 30X36

SPEED LIMIT 50 CW3-5 48X48

1500. LF

SPEED LIMIT 65 R2-1

Move these signs back to match RWA and BWZ signs

REFER TO TCP (2-1)-18 SHEET 18 FOR ADVANCE WARNING SIGNS

SUN STAR SERVICES, LLC
400 WIMBERLEY OAKS DRIVE, WIMBERLEY, TX 78676
PHONE: (512) 618-5150
EMAIL: LESTELLA@SUNSTARSERVICES.GURU
TBPE REG. NO. F-17453

08/19/2025

STATE OF TEXAS
LESTELLA S. VALLEY
89406
PROFESSIONAL ENGINEER

Lestella S. Valley

APPROVED BY:

DESCRIPTION:

PROJECT NAME: CR 255 RONALD REAGAN BLVD WILLIAMSON COUNTY

SHEET NAME: TRAFFIC CONTROL PLAN PHASE 1

DRAWN BY: MB

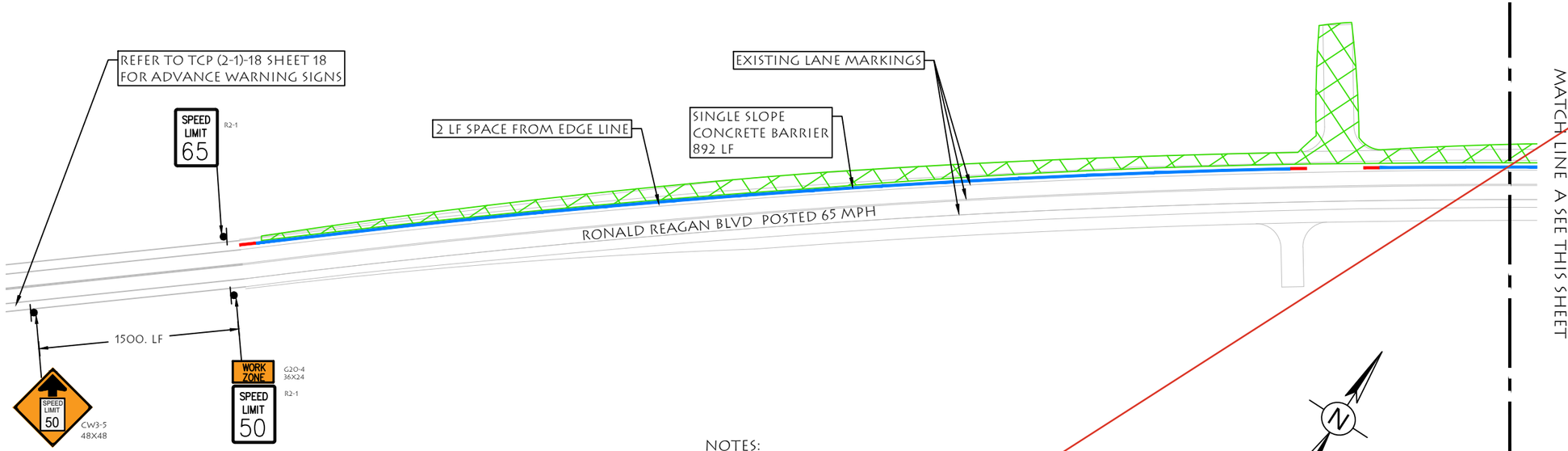
PROJECT NO: 25155

DATE:

CITY JOB NO:

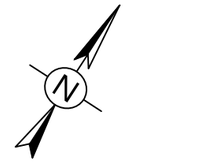
REVISION:

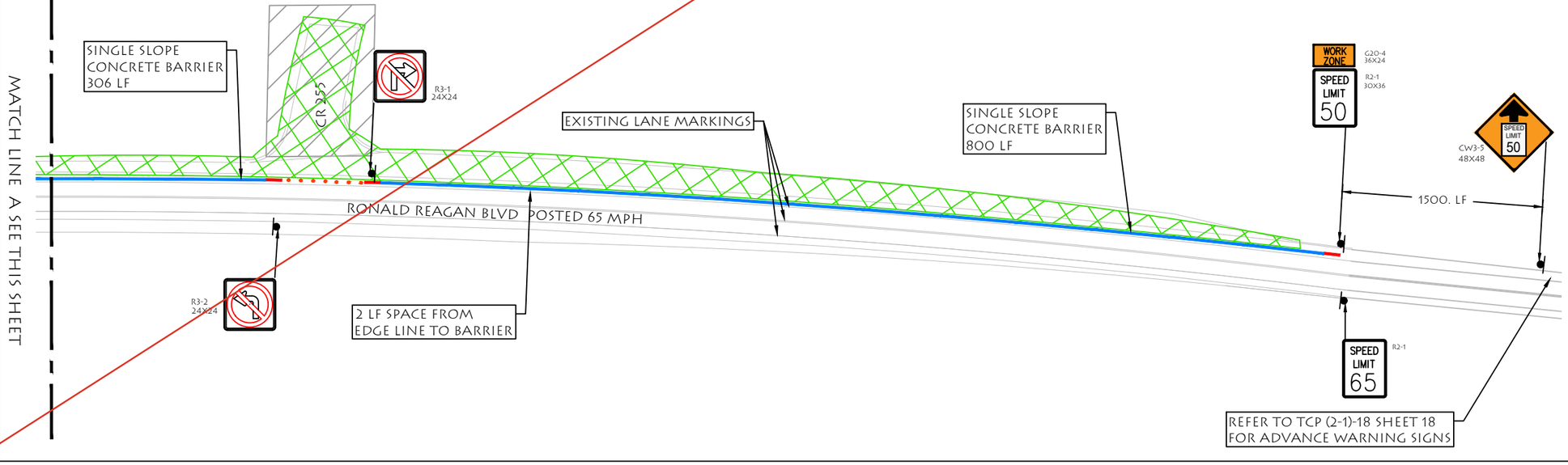
SHEET: 3 OF 19



NOTES:
1. REFER TO SHEET 3 FOR NOTES

LEGEND:
- SIGN STAND
- CHANNELIZING DEVICE (DRUM)
- EXISTING WORK ZONE
- PROPOSED WORK ZONE
- PRECAST SINGLE SLOPE CONCRETE BARRIER
- SLED TEMP. WORK ZONE ATTENUATOR TL-3





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PHONE: (512) 618-5150
EMAIL: LESTELLA@SUNSTARSERVICES.GURU
TBPE REG. NO. F-17453

08/19/2025

STATE OF TEXAS
LESTELLA S. VALLEY
89406
PROFESSIONAL ENGINEER

Lestella S. Valley

APPROVED BY:

DESCRIPTION:
PROJECT NAME:
CR 255
RONALD REAGAN BLVD
WILLIAMSON COUNTY

SHEET NAME:
TRAFFIC CONTROL PLAN
PHASE 1

DRAWN BY: MB
PROJECT NO: 25155
CITY JOB NO:

DATE:

REVISION:

Move these signs to mirror 50MPH ahead signs

REFER TO TCP (2-1)-18 SHEET 18 FOR ADVANCE WARNING SIGNS

Don't need this one either.

EXISTING LANE MARKINGS

RONALD REAGAN BLVD POSTED 65 MPH

SINGLE SLOPE CONCRETE BARRIER 1916 LF

2 LF SPACE FROM EDGE LINE

1500. LF

Will need to leave a gap for this DW

I think we can get away with leaving this closed off. No one uses it, and it shouldn't take all that long to build the widening.

MATCH LINE B SEE THIS SHEET

Move these signs back to match RWA and BWZ signs

NOTES:
1. REFER TO SHEET 3 FOR NOTES

LEGEND:
- SIGN STAND
- CHANNELIZING DEVICE (DRUM)
- EXISTING WORK ZONE
- PROPOSED WORK ZONE
- PRECAST SINGLE SLOPE CONCRETE BARRIER
- SLED TEMP. WORK ZONE ATTENUATOR TL-3

0 25 50 100 200
SCALE: 1" = 100'

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08/19/2025

STATE OF TEXAS
LESTELLA S. VALLEY
89406
PROFESSIONAL ENGINEER

Lestella S. Valley

MATCH LINE B SEE THIS SHEET

CR 255

R3-1 24X24

EXISTING LANE MARKINGS

RONALD REAGAN BLVD POSTED 65 MPH

R3-2 24X24

2 LF SPACE FROM EDGE LINE TO BARRIER

Move these signs back to match RWA and BWZ signs

1500. LF

Move these signs to mirror 50MPH ahead signs

We don't need this sign there is one just north of CR 289 intersection.

REFER TO TCP (2-1)-18 SHEET 18 FOR ADVANCE WARNING SIGNS

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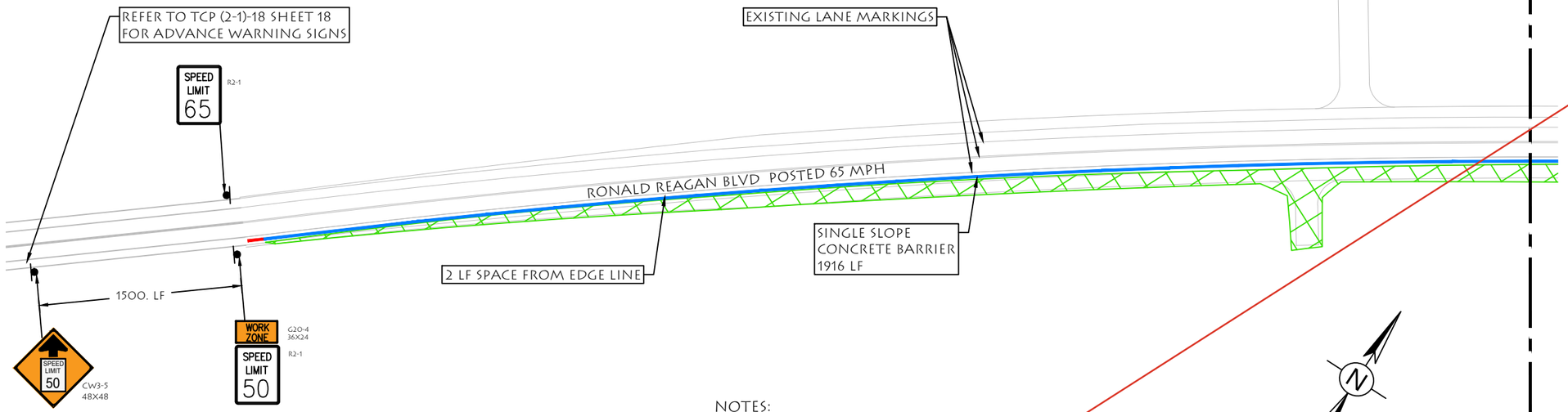
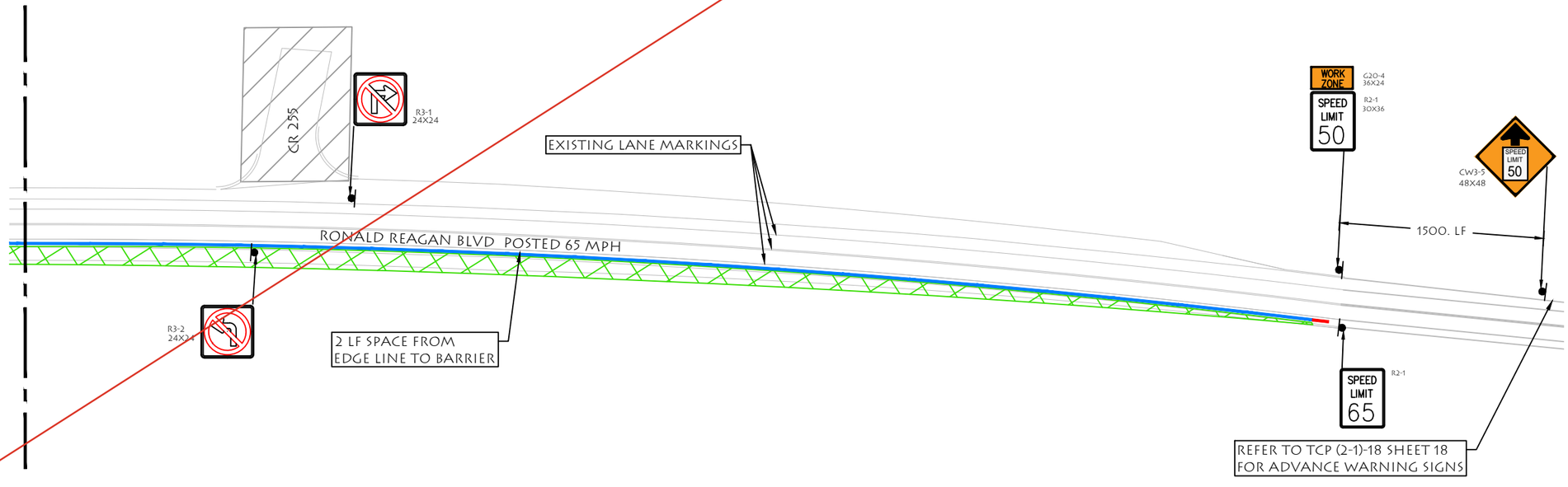
DESCRIPTION:
PROJECT NAME: CR 255 RONALD REAGAN BLVD WILLIAMSON COUNTY
SHEET NAME: TRAFFIC CONTROL PLAN PHASE 2
DRAWN BY: MB
PROJECT NO: 25155
DATE:
CITY JOB NO:
REVISION:
SHEET: 4 OF 19



NOTES:
1. REFER TO SHEET 3 FOR NOTES

LEGEND:
- SIGN STAND
- CHANNELIZING DEVICE (DRUM)
- EXISTING WORK ZONE
- PROPOSED WORK ZONE
- PRECAST SINGLE SLOPE CONCRETE BARRIER
- SLED TEMP. WORK ZONE ATTENUATOR TL-3

0 25 50 100 200
SCALE: 1" = 100'



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08/19/2025

STATE OF TEXAS
LESTELLA S. VALLEY
89406
PROFESSIONAL ENGINEER

Le Stella S. Valley

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SHEET NAME: TRAFFIC CONTROL PLAN PHASE 2

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REVISION:
SHEET: 4 OF 19

Texas Department of Transportation

CATEGORIZED CRASH CUSHION ATTENUATORS ◆

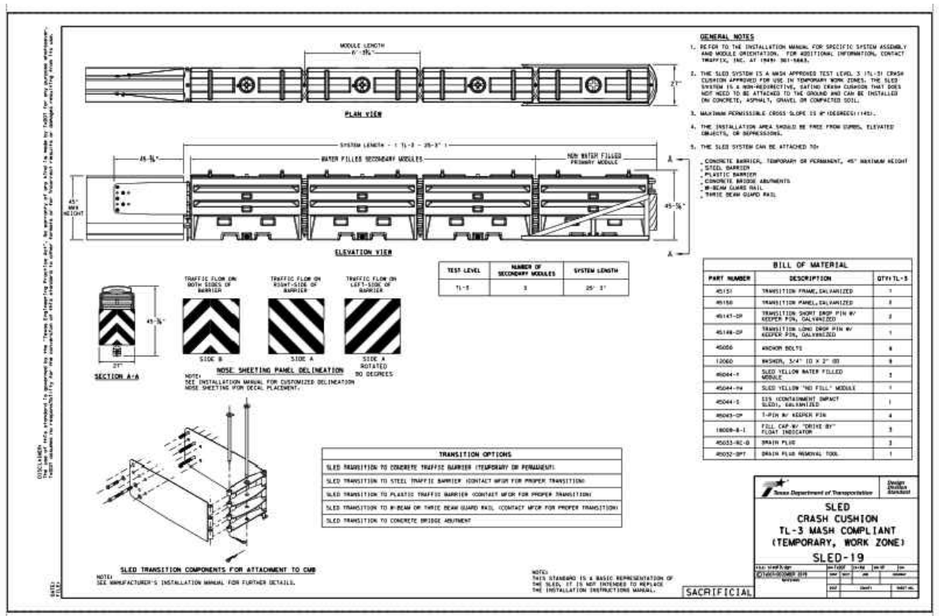
	SACRIFICIAL (Non-Redirective, Gating)			SACRIFICIAL (Redirective, Gating)
	ABSORB-M	**SLED MINI**	**SLED**	**BEAT-SSCC**
	ABSORB-M by Lindsay www.lindsay.com	SLED MINI by TrafFix Devices, Inc. www.traffixdevices.com	SLED by TrafFix Devices, Inc. www.traffixdevices.com	Box Beam Bursting Energy Absorbing Terminal – Single Side Crash Cushion by Road Systems Inc. www.roadsystems.com
	• **Non-Redirective, Gating** • **Water-Filled** • Meets TL-2 and TL-3 • **Temporary Work Zone Only** • Connects to Temporary Concrete Barrier • Limited to Barrier Height of 42" or Less • Does not Require Paved Surface • Standard Barrier (SB) – PCTB • Wide Barrier (WB) – CSB • Extra Wide Barrier (XB) – SSCB • Unidirectional / Bidirectional	• **Non-Redirective, Gating** • **Water-Filled** • Meets TL-2 • **Temporary Work Zone Only** • Connects to Temporary Concrete • Does not Require Paved Surface • Unidirectional / Bidirectional	• **Non-Redirective, Gating** • **Water-Filled** • Meets TL-3 • **Temporary Work Zone Only** • Connects to Temporary Concrete Barrier (linked to barrier height of 42" or less) • Does not Require Paved Surface • Standard Barrier (SB) – PCTB • Wide Barrier (WB) – CSB • Extra Wide Barrier (XB) – SSCB • Unidirectional / Bidirectional	**Redirective, Gating** Meets TL-3 Permanent or Temporary Work Zone Connects to Rigid Barriers Does not Require Paved Surface Unidirectional Only
	• Shoulder Protection • Point Protection	• Shoulder Protection • Point Protection	• Shoulder Protection • Point Protection	Shoulder Protection Point Protection
	BACKUP WIDTH: 24"	BACKUP WIDTH: 20"	BACKUP WIDTH: 27"	BACKUP WIDTH: 24"
	HEIGHT: 3' – 0"	HEIGHT: 2' – 8"	HEIGHT: 45.708"	HEIGHT: 3'-4"
	EFFECTIVE LENGTH: 2 Element – 14'-3 ½" (TL-2) 3 Element – 20'-11 ½" (TL-3)	LENGTH: 12' – 0"	LENGTH: 25'-0"	LENGTH: 28'-0" (TL-3)
	Latest Statewide Standard: **ABSORB(M)-19** **(MASH COMPLIANT)**	Latest Statewide Standard: **SLEDMINI-19** **(MASH COMPLIANT)**	Latest Statewide Standard: **SLED-19** **(MASH COMPLIANT)**	Latest Statewide Standard: **SSCC-16**

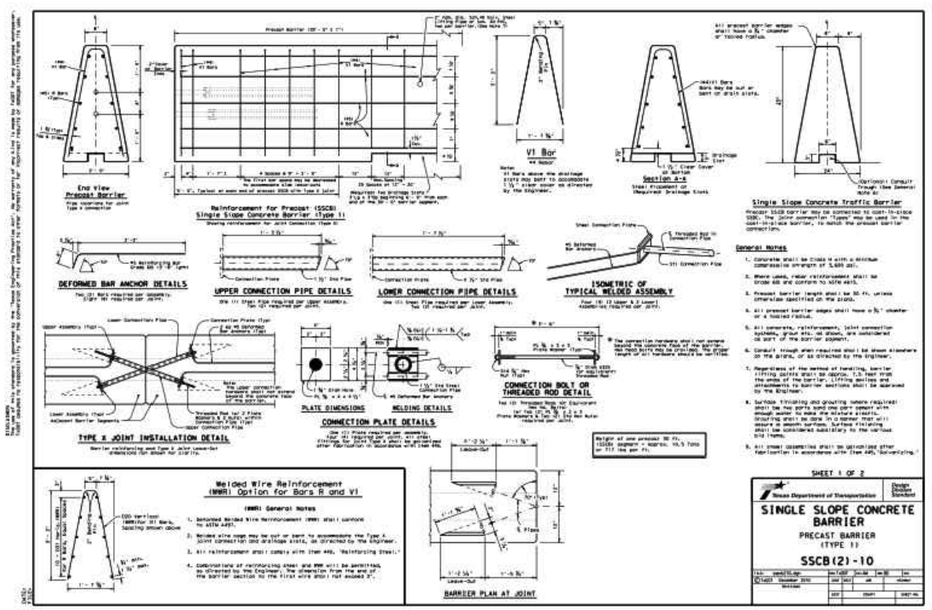
◆ This table is provided for informational purposes only, refer to manufacturer's dataset for the most up to date information.

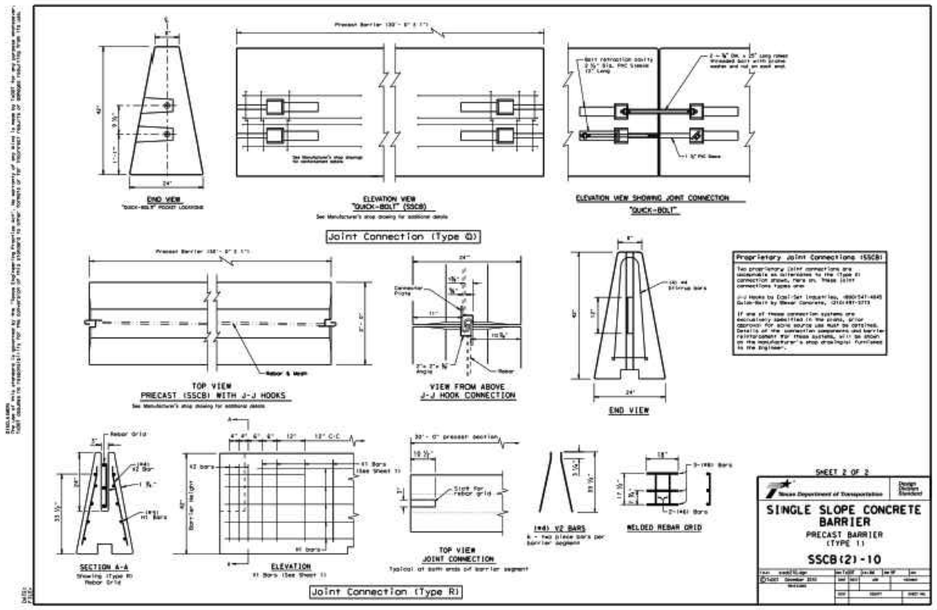
NCHRP-350 OR MASH: TL-2 ≤ 45 mph; TL-3 ≥ 50 mph. If MASH-compliant, designated "(MASH Compliant)"

Page 4 of 5

Updated: 12/2/2015
ATTACHMENT A







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TBPE REG. NO. F-17433

REVISION:
DATE:
DESCRIPTION:
APPROVED BY:

PROJECT NAME:
CR 255
RONALD REAGAN BLVD
WILLIAMSON COUNTY

SHEET NAME:
TRAFFIC CONTROL PLAN
TXDOT
STANDARD NOTES & DETAILS

1 OF 15

DRAWN BY: MB
PROJECT NO: 25155
CITY JOB NO:
SHEET: 5 OF 19

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DATE:
FILE:

BARRICADE AND CONSTRUCTION (BC) STANDARD SHEETS GENERAL NOTES:

1. The Barricade and Construction Standard Sheets (BC sheets) are intended to show typical examples for placement of temporary traffic control devices, construction pavement markings, and typical work zone signs. The information contained in these sheets meet or exceed the requirements shown in the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
2. The development and design of the Traffic Control Plan (TCP) is the responsibility of the Engineer.
3. The Contractor may propose changes to the TCP that are signed and sealed by a licensed professional engineer for approval. The Engineer may develop, sign and seal Contractor proposed changes.
4. The Contractor is responsible for installing and maintaining the traffic control devices as shown in the plans. The Contractor may not move or change the approximate location of any device without the approval of the Engineer.
5. Geometric design of lane shifts and detours should, when possible, meet the applicable design criteria contained in manuals such as the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways and Streets," the TxDOT "Roadway Design Manual" or engineering judgment.
6. When projects abut, the Engineer(s) may omit the END ROAD WORK, TRAFFIC FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work areas appear continuous to the motorists. If the adjacent project is completed first, the Contractor shall erect the necessary warning signs as shown on these sheets, the TCP sheets or as directed by the Engineer. The BEGIN ROAD WORK NEXT X MILES sign shall be revised to show appropriate work zone distance.
7. The Engineer may require duplicate warning signs on the median side of divided highways where median width will permit and traffic volumes justify the signing.
8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.
9. The temporary traffic control devices shown in the illustrations of the BC sheets are examples. As necessary, the Engineer will determine the most appropriate traffic control devices to be used.
10. Where highway construction or maintenance work is being undertaken, other than mobile operations as defined by the Texas Manual on Uniform Traffic Control Devices, CSJ limit signs are required. CSJ limit signs are shown on BC(2). The OBEY WARNING SIGNS STATE LAW sign, STAY ALERT TALK OR TEXT LATER and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSJ limits. The BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits. For mobile operations, CSJ limit signs are not required.
11. Traffic control devices should be in place only while work is actually in progress or a definite need exists.
12. The Engineer has the final decision on the location of all traffic control devices.
13. Inactive equipment and work vehicles, including workers' private vehicles must be parked away from travel lanes. They should be as close to the right-of-way line as possible, or located behind a barrier or guardrail, or as approved by the Engineer.

WORKER SAFETY NOTES:

1. Workers on foot who are exposed to traffic or to construction equipment within the right-of-way shall wear high-visibility safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel," or equivalent revisions, and labeled as ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. Class 3 garments should be considered for high traffic volume work areas or night time work.
2. Except in emergency situations, flagger stations shall be illuminated when flagging is used at night.

COMPLIANT WORKZONE TRAFFIC CONTROL DEVICES

1. Only pre-qualified products shall be used. The "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources.
2. Work zone traffic control devices shall be compliant with the Manual for Assessing Safety Hardware (MASH).

THE DOCUMENTS BELOW CAN BE FOUND ON-LINE AT http://www.txdot.gov
COMPLIANT WORK ZONE TRAFFIC CONTROL DEVICES LIST (CWZTCD)
DEPARTMENTAL MATERIAL SPECIFICATIONS (DMS)
MATERIAL PRODUCER LIST (MPL)
ROADWAY DESIGN MANUAL - SEE "MANUALS (ONLINE MANUALS)"
STANDARD HIGHWAY SIGN DESIGNS FOR TEXAS (SHSD)
TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD)
TRAFFIC ENGINEERING STANDARD SHEETS

SHEET 1 OF 12

Texas Department of Transportation — Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION GENERAL NOTES AND REQUIREMENTS

BC(1)-21

FILE: bc-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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REVISIONS 4-03 7-13 / 9-07 8-14 / 5-10 5-21	DIST	COUNTY		SHEET NO.
21				

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DESCRIPTION:
PROJECT NAME: CR 255 RONALD REAGAN BLVD WILLIAMSON COUNTY
SHEET NAME: TRAFFIC CONTROL PLAN TXDOT STANDARD NOTES & DETAILS 2 OF 15

DRAWN BY: MB
PROJECT NO: 25155
DATE:
CITY JOB NO:
REVISION:
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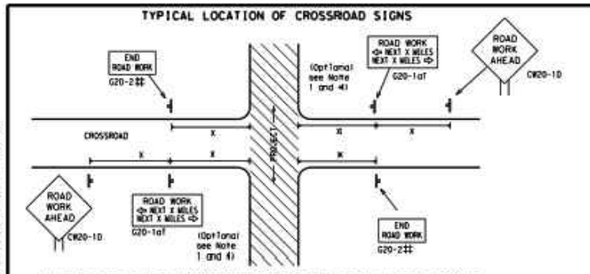
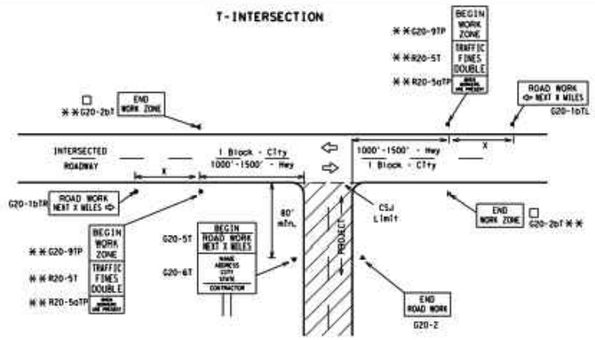
TYPICAL LOCATION OF CROSSROAD SIGNS



Typical Location of Crossroad Signs

T-INTERSECTION



CSJ LIMITS AT T-INTERSECTION

1. The Engineer will determine the types and location of any additional traffic control devices, such as a flagger and accompanying signs, or other signs, that should be used when work is being performed at or near an intersection.
2. If construction closes the road at a T-Intersection, the Contractor shall place the "CONTRACTOR NAME" (G20-6T) sign behind the Type 3 Barricades for the road closure (see BC(1)) also). The "ROAD WORK NEXT X MILES" left arrow (G20-1bTL) and "ROAD WORK NEXT X MILES" right arrow (G20-1bTR)" signs shall be replaced by the detour signing called for in the plans.

TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING[4,5,6]

SIZE

Sign Number or Series	Conventional Road	Expressway/ Freeway
CW20[4] CW21 CW22 CW23 CW25	48" x 48"	48" x 48"
CW1, CW2, CW7, CW8, CW9, CW11, CW14	36" x 36"	48" x 48"
CW3, CW4, CW5, CW6, CW8-3, CW10, CW12	48" x 48"	48" x 48"

SPACING

Posted Speed	Sign △ Spacing "X"
MPH	Feet (Apprx.)
30	120
35	160
40	240
45	320
50	400
55	500[2]
60	600[2]
65	700[2]
70	800[2]
75	900[2]
80	1000[2]
*	*[3]

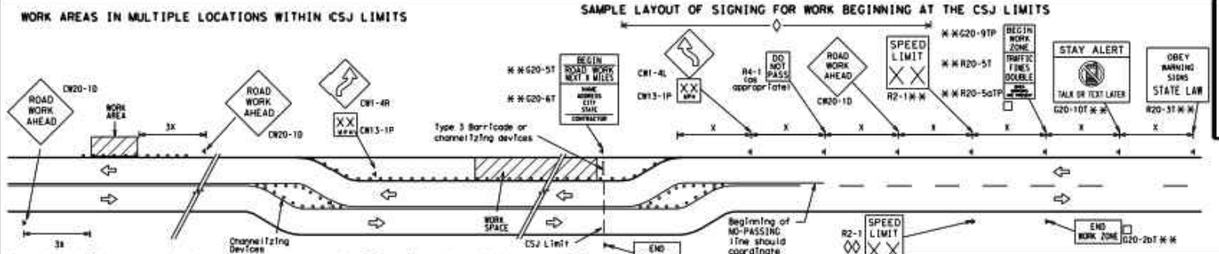
* For typical sign spacings on divided highways, expressways and freeways, see Part 6 of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) typical application diagrams or TCP Standard Sheets.

△ Minimum distance from work area to first Advance Warning sign nearest the work area and/or distance between each additional sign.

GENERAL NOTES

1. Special or larger size signs may be used as necessary.
2. Distance between signs should be increased as required to have 1500 feet advance warning.
3. Distance between signs should be increased as required to have 1/2 mile or more advance warning.
4. 36" x 36" "ROAD WORK AHEAD" (CW20-1D) signs may be used on low volume crossroads at the discretion of the Engineer as per TMUTCD Part 5, See Note 2 under "Typical Location of Crossroad Signs".
5. Only diamond shaped warning sign sizes are indicated.
6. See sign size listing in "TMUTCD", Sign Appendix or the "Standard Highway Sign Designs for Texas" manual for complete list of available sign design sizes.

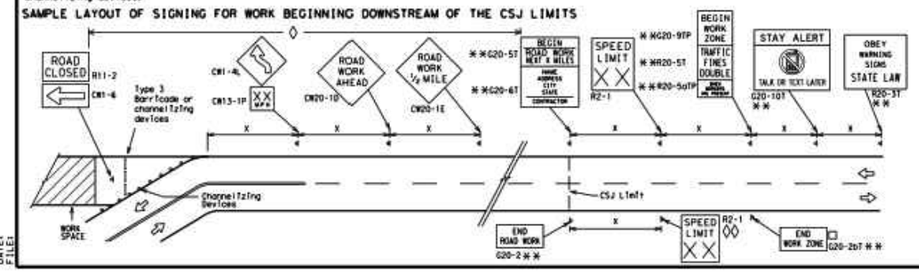
WORK AREAS IN MULTIPLE LOCATIONS WITHIN CSJ LIMITS



When extended distances occur between minimal work spaces, the Engineer/Inspector should ensure additional "ROAD WORK AHEAD" (CW20-1D) signs are placed in advance of these work areas to remind drivers they are still within the project limits. See the applicable TCP sheets for exact location and spacing of signs and channelizing devices.

SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING AT THE CSJ LIMITS

SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING DOWNSTREAM OF THE CSJ LIMITS



NOTES

The Contractor shall determine the appropriate distance to be placed on the G20-1 series signs and "BEGIN ROAD WORK NEXT X MILES" (G20-5T) sign for each specific project. This distance shall replace the "X" and shall be rounded to the nearest whole mile with the approval of the Engineer. No decimals shall be used.

□ The "BEGIN WORK ZONE" (G20-9TP) and "END WORK ZONE" (G20-2bT) shall be used as shown on the sample layout when advance signs are required outside the CSJ limits. They inform the motorist of entering or leaving a part of the work zone lying outside the CSJ Limits where traffic fines may double if workers are present.

** CSJ limit signing is required for highway construction and maintenance work, with the exception of mobile operations.

◊ Area for placement of "ROAD WORK AHEAD" (CW20-1D) sign and other signs or devices as called for on the Traffic Control Plan.

◊◊ Contractor will install a regulatory speed limit sign at the end of the work zone.

LEGEND	
⟷	Type 3 Barricade
o o o	Channelizing Devices
▬	Sign
X	See Typical Construction Warning Sign Size and Spacing chart or the TMUTCD for sign spacing requirements.

SHEET 2 OF 12

Texas Department of Transportation — Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION PROJECT LIMIT

BC(2)-21

FILE: bc-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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REVISIONS				
9-07 8-14	DIST	COUNTY		SHEET NO.
7-13 5-21				

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REVISION:
DATE:
DESCRIPTION:
APPROVED BY:

PROJECT NAME:
CR 255
RONALD REAGAN BLVD
WILLIAMSON COUNTY

SHEET NAME:
TRAFFIC CONTROL PLAN
TXDOT
STANDARD NOTES & DETAILS
3 OF 15

DRAWN BY: MB
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CITY JOB NO:
SHEET: 7 OF 19

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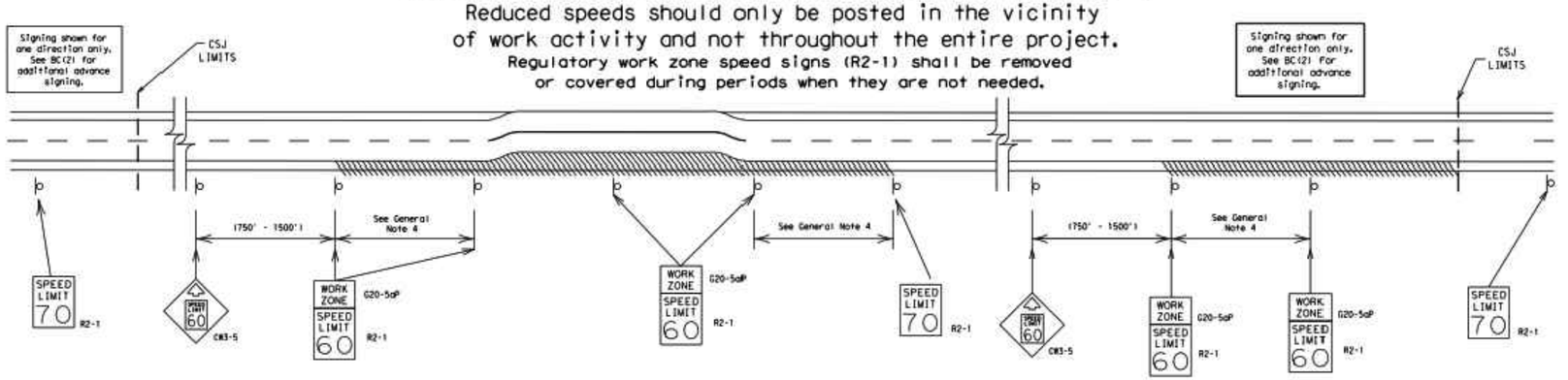
TYPICAL APPLICATION OF WORK ZONE SPEED LIMIT SIGNS

Work zone speed limits shall be regulatory, established in accordance with the "Procedures for Establishing Speed Zones," and approved by the Texas Transportation Commission, or by City Ordinance when within Incorporated City Limits.

Reduced speeds should only be posted in the vicinity of work activity and not throughout the entire project.
Regulatory work zone speed signs (R2-1) shall be removed or covered during periods when they are not needed.



GUIDANCE FOR USE:

LONG/INTERMEDIATE TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit should be included on the design of the traffic control plans when restricted geometrics with a lower design speed are present in the work zone and modification of the geometrics to a higher design speed is not feasible.

Long/Intermediate Term Work Zone Speed Limit signs, when approved as described above, should be posted and visible to the motorist when work activity is present. Work activity may also be defined as a change in the roadway that requires a reduced speed for motorists to safely negotiate the work area, including:

a) rough road or damaged pavement surface
b) substantial alteration of roadway geometrics (diversions)
c) construction detours
d) grade
e) width
f) other conditions readily apparent to the driver

As long as any of these conditions exist, the work zone speed limit signs should remain in place.

SHORT TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit may be included on the design of the traffic control plans when workers or equipment are not behind concrete barrier, when work activity is within 10 feet of the traveled way or actually in the traveled way.

Short Term Work Zone Speed Limit signs should be posted and visible to the motorists only when work activity is present. When work activity is not present, signs shall be removed or covered.
(See Removing or Covering on BC(4)).

GENERAL NOTES

1. Regulatory work zone speed limits should be used only for sections of construction projects where speed control is of major importance.
2. Regulatory work zone speed limit signs shall be placed on supports at a 7 foot minimum mounting height.
3. Speed zone signs are illustrated for one direction of travel and are normally posted for each direction of travel.
4. Frequency of work zone speed limit signs should be:
   40 mph and greater 0.2 to 2 miles
   35 mph and less 0.2 to 1 mile
5. Regulatory speed limit signs shall have black legend and border on a white reflective background (See "Reflective Sheeting" on BC(4)).
6. Fabrication, erection and maintenance of the "ADVANCE SPEED LIMIT" (CW3-5) sign, "WORK ZONE" (G20-5aP) plaque and the "SPEED LIMIT" (R2-1) signs shall not be paid for directly, but shall be considered subsidiary to Item 502.
7. Turning signs from view, laying signs over or down will not be allowed, unless as otherwise noted under "REMOVING OR COVERING" on BC(4).
8. Techniques that may help reduce traffic speeds include but are not limited to:
   A. Law enforcement.
   B. Flagger stationed next to sign.
   C. Portable changeable message sign (PCMS).
   D. Low-power (drone) radar transmitter.
   E. Speed monitor trailers or signs.
9. Speeds shown on details above are for illustration only. Work Zone Speed Limits should only be posted as approved for each project.
10. For more specific guidance concerning the type of work, work zone conditions and factors impacting allowable regulatory construction speed zone reduction see TxDOT form #1204 in the TxDOT e-form system.

Texas Department of Transportation — Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION WORK ZONE SPEED LIMIT

BC(3)-21

FILE: bc-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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REVISIONS 9-07 8-14 7-13 5-21	DIST	COUNTY		SHEET NO.

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APPROVED BY:
DESCRIPTION:
PROJECT NAME: CR 255 RONALD REAGAN BLVD WILLIAMSON COUNTY
SHEET NAME: TRAFFIC CONTROL PLAN TXDOT STANDARD NOTES & DETAILS 4 OF 15
DATE:
DRAWN BY: MB
PROJECT NO: 25155
CITY JOB NO:
REVISION:
SHEET: 8 OF 19

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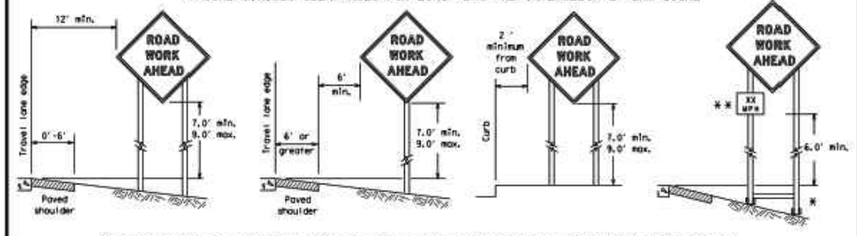
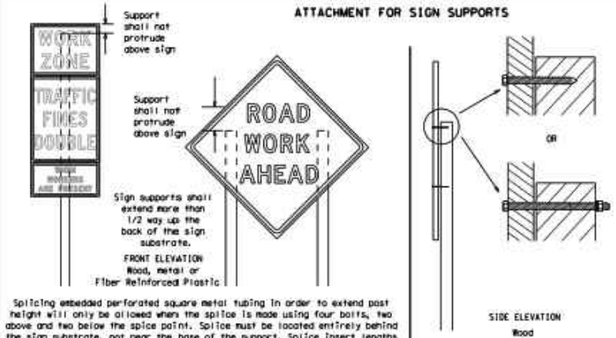
TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS



* When placing skid supports on unlevel ground, the leg post lengths must be adjusted so the sign appears straight and plumb. Objects shall NOT be placed under skids as a means of leveling.

** When plaques are placed on dual-leg supports, they should be attached to the upright nearest the travel lane. Supplemental plaques (advisory or distance) should not cover the surface of the parent sign.

ATTACHMENT FOR SIGN SUPPORTS



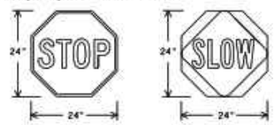
Attachment to wooden supports will be by bolts and nuts or screws. Use TxDOT's or manufacturer's recommended procedures for attaching sign substrates to other types of sign supports

Nails shall NOT be allowed. Each sign shall be attached directly to the sign support. Multiple signs shall not be joined or spliced by any means. Wood supports shall not be extended or repaired by splicing or other means.

Splicing embedded perforated square metal tubing in order to extend post height will only be allowed when the splice is made using four bolts, two above and two below the splice point. Splice must be located entirely behind the sign substrate, not near the base of the support. Splice insert lengths should be at least 5 times nominal post size, centered on the splice and of at least the same gauge material.

STOP/SLOW PADDLES

1. STOP/SLOW paddles are the primary method to control traffic by flaggers. The STOP/SLOW paddle size should be 24" x 24".
2. STOP/SLOW paddles shall be retroreflectorized when used at night.
3. STOP/SLOW paddles may be attached to a staff with a minimum length of 6' to the bottom of the sign.
4. Any lights incorporated into the STOP or SLOW paddle faces shall only be as specifically described in Section 6E.03 Hand Signaling Devices in the TMUTCD.



Background - Red
Legend & Border - White

Background - Orange
Legend & Border - Black

SHEETING REQUIREMENTS (WHEN USED AT NIGHT)		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	RED	TYPE B OR C SHEETING
BACKGROUND	ORANGE	TYPE B_{FL} OR C_{FL} SHEETING
LEGEND & BORDER	WHITE	TYPE B OR C SHEETING
LEGEND & BORDER	BLACK	ACRYLIC NON-REFLECTIVE FILM

CONTRACTOR REQUIREMENTS FOR MAINTAINING PERMANENT SIGNS WITHIN THE PROJECT LIMITS

1. Permanent signs are used to give notice of traffic laws or regulations, call attention to conditions that are potentially hazardous to traffic operations, show route designations, destinations, directions, distances, services, points of interest, and other geographical, recreational, specific service (LOGO), or cultural information. Drivers proceeding through a work zone need the same, if not better route guidance as normally installed on a roadway without construction.
2. When permanent regulatory or warning signs conflict with work zone conditions, remove or cover the permanent signs until the permanent sign message matches the roadway condition. For details for covering large guide signs see the TS-CD standard.
3. When existing permanent signs are moved and relocated due to construction purposes, they shall be visible to motorists at all times.
4. If existing signs are to be relocated on their original supports, they shall be installed on crashworthy bases as shown on the SMD Standard sheets. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards. This work should be paid for under the appropriate pay item for relocating existing signs.
5. If permanent signs are to be removed and relocated using temporary supports, the Contractor shall use crashworthy supports as shown on the BC standard sheets, TLRS standard sheets or the CMTCD list. The signs shall meet the required mounting heights shown on the BC, or the SMD standard sheets during construction. This work should be paid for under the appropriate pay item for relocating existing signs.
6. Any sign or traffic control device that is struck or damaged by the Contractor or his/her construction equipment shall be replaced as soon as possible by the Contractor to ensure proper guidance for the motorists. This will be subsidiary to Item 502.

GENERAL NOTES FOR WORK ZONE SIGNS

1. Contractor shall install and maintain signs in a straight and plumb condition and/or as directed by the Engineer.
2. Wooden sign posts shall be painted white.
3. Barricades shall NOT be used as sign supports.
4. All signs shall be installed in accordance with the plans or as directed by the Engineer. Signs shall be used to regulate, warn, and guide the traveling public safely through the work zone.
5. The Contractor may furnish either the sign design shown in the plans or in the "Standard Highway Sign Designs for Texas" (SHSD). The Engineer/Inspector may require the Contractor to furnish other work zone signs that are shown in the TMUTCD but may have been omitted from the plans. Any variation in the plans shall be documented by written agreement between the Engineer and the Contractor's Responsible Person. All changes must be documented in writing before being implemented. This can include documenting the changes in the Inspector's TxDOT diary and having both the Inspector and Contractor initial and date the agreed upon changes.
6. The Contractor shall furnish sign supports listed in the "Compliant Work Zone Traffic Control Device List" (CMTCD) for small roadside signs. Supports for temporary large roadside signs shall meet the requirements detailed on the Temporary Large Roadside Signs (TLRS) standard sheets. The Contractor shall install the sign support in accordance with the manufacturer's recommendations. If there is a question regarding installation procedures, the Contractor shall furnish the Engineer a copy of the manufacturer's installation recommendations so the Engineer can verify the correct procedures are being followed.
7. The Contractor is responsible for installing signs on approved supports and replacing signs with damaged or cracked substrates and/or damaged or marred reflective sheeting as directed by the Engineer/Inspector.
8. Identification markings may be shown only on the back of the sign substrate. The maximum height of letters and/or company logos used for identification shall be 1 inch.
9. The Contractor shall replace damaged wood posts. New or damaged wood sign posts shall not be spliced.

DURATION OF WORK (as defined by the "Texas Manual on Uniform Traffic Control Devices" Part 6)

1. The types of sign supports, sign mounting height, the size of signs, and the type of sign substrates can vary based on the type of work being performed. The Engineer is responsible for selecting the appropriate size sign for the type of work being performed. The Contractor is responsible for ensuring the sign support, sign mounting height and substrate meets manufacturer's recommendations in regard to crashworthiness and duration of work requirements.
   a. Long-term stationary - work that occupies a location more than 3 days.
   b. Intermediate-term stationary - work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than one hour.
   c. Short-term stationary - daytime work that occupies a location for more than 1 hour in a single daylight period.
   d. Short, duration - work that occupies a location up to 1 hour.
   e. Mobile - work that moves continuously or intermittently (stopping for up to approximately 15 minutes.)

SIGN MOUNTING HEIGHT

1. The bottom of Long-term/Intermediate-term signs shall be at least 7 feet, but not more than 9 feet, above the paved surface, except as shown for supplemental plaques mounted below other signs.
2. The bottom of Short-term/Short Duration signs shall be a minimum of 1 foot above the pavement surface but no more than 2 feet above the ground.
3. Long-term/Intermediate-term Signs may be used in lieu of Short-term/Short Duration signing.
4. Short-term/Short Duration signs shall be used only during daylight and shall be removed at the end of the workday or raised to appropriate Long-term/Intermediate sign height.
5. Regulatory signs shall be mounted at least 7 feet, but not more than 9 feet, above the paved surface regardless of work duration.

SIZE OF SIGNS

1. The Contractor shall furnish the sign sizes shown on BC (2) unless otherwise shown in the plans or as directed by the Engineer.

SIGN SUBSTRATES

1. The Contractor shall ensure the sign substrate is installed in accordance with the manufacturer's recommendations for the type of sign support that is being used. The CMTCD lists each substrate that can be used on the different types and models of sign supports.
2. "Mesh" type materials are NOT an approved sign substrate, regardless of the tightness of the weave.
3. All wooden individual sign panels fabricated from 2 or more pieces shall have one or more plywood cleat, 1/2" thick by 6" wide, fastened to the back of the sign and extending fully across the sign. The cleat shall be attached to the back of the sign using wood screws that do not penetrate the face of the sign panel. The screws shall be placed on both sides of the splice and spaced at 6" centers. The Engineer may approve other methods of splicing the sign face.

REFLECTIVE SHEETING

1. All signs shall be retroreflective and constructed of sheeting meeting the color and retro-reflectivity requirements of DMS-8300 for rigid signs or DMS-8310 for roll-up signs. The web address for DMS specifications is shown on BC(1).
2. White sheeting, meeting the requirements of DMS-8300 Type A, shall be used for signs with a white background.
3. Orange sheeting, meeting the requirements of DMS-8300 Type B_{FL} or Type C_{FL}, shall be used for rigid signs with orange backgrounds.

SIGN LETTERS

1. All sign letters and numbers shall be clear, and open rounded type uppercase alphabet letters as approved by the Federal Highway Administration (FHWA) and as published in the "Standard Highway Sign Design for Texas" manual. Signs, letters and numbers shall be of first class workmanship in accordance with Department Standards and Specifications.

REMOVING OR COVERING

1. When sign messages may be confusing or do not apply, the signs shall be removed or completely covered.
2. Long-term stationary or intermediate stationary signs installed on square metal tubing may be turned away from traffic 90 degrees when the sign message is not applicable. This technique may not be used for signs installed in the median of divided highways or near any intersections where the sign may be seen from approaching traffic.
3. Signs installed on wooden skids shall not be turned at 90 degree angles to the roadway. These signs should be removed or completely covered when not required.
4. When signs are covered, the material used shall be opaque, such as heavy mil black plastic, or other materials which will cover the entire sign face and maintain their opaque properties under automobile headlights at night, without damaging the sign sheeting.
5. Burlap shall NOT be used to cover signs.
6. Duct tape or other adhesive material shall NOT be affixed to a sign face.
7. Signs and anchor stubs shall be removed and holes backfilled upon completion of work.

SIGN SUPPORT WEIGHTS

1. Where sign supports require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand should be used.
2. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight.
3. Rock, concrete, iron, steel or other solid objects shall not be permitted for use as sign support weights.
4. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs.
5. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall NOT be used.
6. Rubber ballasts designed for channelizing devices should not be used for ballast on portable sign supports. Sign supports designed and manufactured with rubber bases may be used when shown on the CMTCD list.
7. Sandbags shall only be placed along or laid over the base supports of the traffic control device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners. Sandbags shall be placed along the length of the skids to weigh down the sign support.
8. Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.

FLAGS ON SIGNS

1. Flags may be used to draw attention to warning signs. When used, the flag shall be 16 inches square or larger and shall be orange or fluorescent red-orange in color. Flags shall not be allowed to cover any portion of the sign face.

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Texas Department of Transportation | Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES

BC(4)-21

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APPROVED BY:
DESCRIPTION:
PROJECT NAME: CR 255 RONALD REAGAN BLVD WILLIAMSON COUNTY
SHEET NAME: TRAFFIC CONTROL PLAN TXDOT STANDARD NOTES & DETAILS
5 OF 15

DRAWN BY: MB
PROJECT NO: 25155
CITY JOB NO:
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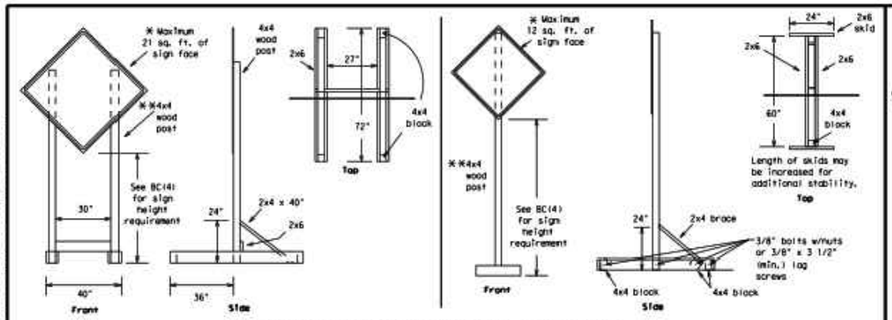
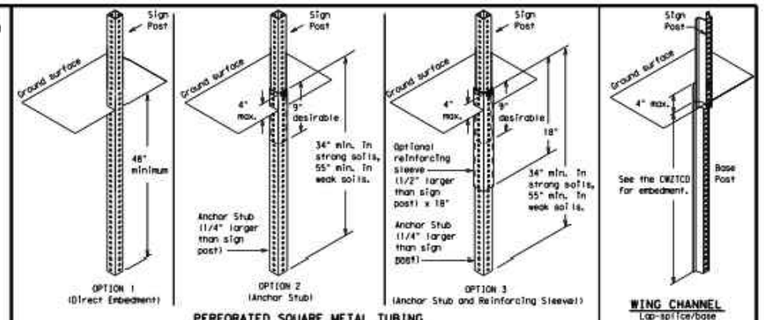


SKID MOUNTED WOOD SIGN SUPPORTS

* LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS

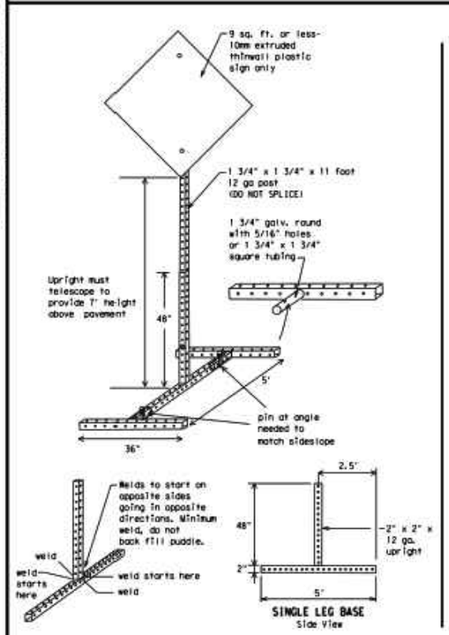


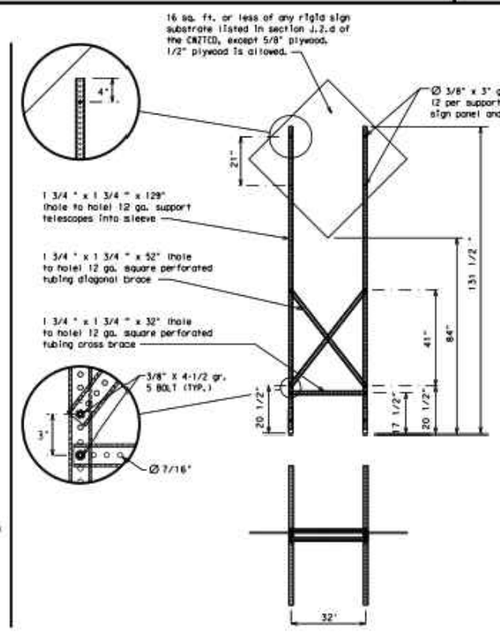
PERFORATED SQUARE METAL TUBING

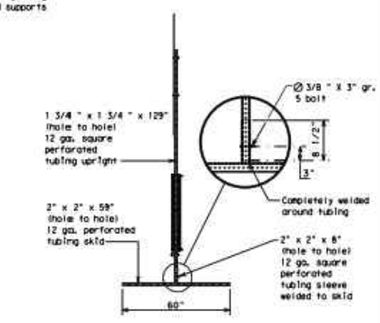
WING CHANNEL
Lap-splice/base bolted anchor

GROUND MOUNTED SIGN SUPPORTS

Refer to the CWZTCD and the manufacturer's installation procedure for each type sign support. The maximum sign square footage shall adhere to the manufacturer's recommendation. Two post installations can be used for larger signs.







SKID MOUNTED PERFORATED SQUARE STEEL TUBING SIGN SUPPORTS

* LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS

WEDGE ANCHORS

Both steel and plastic Wedge Anchor Systems as shown on the SMD Standard Sheets may be used as temporary sign supports for signs up to 10 square feet of sign face. They may be set in concrete or in sturdy soils if approved by the Engineer. (See web address for "Traffic Engineering Standard Sheets" on BC(1)).

OTHER DESIGNS

MORE DETAILS OF APPROVED LONG/INTERMEDIATE AND SHORT TERM SUPPORTS CAN BE FOUND ON THE CWZTCD LIST. SEE BC(1) FOR WEBSITE LOCATION.

GENERAL NOTES

1. Nails may be used in the assembly of wooden sign supports, but 3/8" bolts with nuts or 3/8" x 3 1/2" lag screws must be used on every joint for final connection.
2. No more than 2 sign posts shall be placed within a 7 ft. circle, except for specific materials noted on the CWZTCD List.
3. When project is completed, all sign supports and foundations shall be removed from the project site. This will be considered subsidiary to Item 502.

* See BC(4) for definition of "Work Duration."

** Wood sign posts MUST be one piece. Splicing will NOT be allowed. Posts shall be painted white.

☐ See the CWZTCD for the type of sign substrate that can be used for each approved sign support.

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Texas Department of Transportation | Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT

BC(5)-21

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DESCRIPTION:
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APPROVED BY:
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DRAWN BY: MB
PROJECT NO: 25155
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WHEN NOT IN USE, REMOVE THE PCMS FROM THE RIGHT-OF-WAY OR PLACE THE PCMS BEHIND BARRIER OR GUARDRAIL WITH SIGN PANEL TURNED PARALLEL TO TRAFFIC

PORTABLE CHANGEABLE MESSAGE SIGNS

1. The Engineer/Inspector shall approve all messages used on portable changeable message signs (PCMS).
2. Messages on PCMS should contain no more than 8 words (about four to eight characters per word), not including simple words such as "TO," "FOR," "AT," etc.
3. Messages should consist of a single phase, or two phases that alternate. Three-phase messages are not allowed. Each phase of the message should convey a single thought, and must be understood by itself.
4. Use the word "EXIT" to refer to an exit ramp on a freeway; i.e., "EXIT CLOSED." Do not use the term "RAMP."
5. Always use the route or interstate designation (IH, US, SH, FM) along with the number when referring to a roadway.
6. When in use, the bottom of a stationary PCMS message panel should be a minimum 7 feet above the roadway, where possible.
7. The message term "WEEKEND" should be used only if the work is to start on Saturday morning and end by Sunday evening at midnight. Actual days and hours of work should be displayed on the PCMS if work is to begin on Friday evening and/or continue into Monday morning.
8. The Engineer/Inspector may select one of two options which are available for displaying a two-phase message on a PCMS. Each phase may be displayed for either four seconds each or for three seconds each.
9. Do not "flash" messages or words included in a message. The message should be steady burn or continuous while displayed.
10. Do not present redundant information on a two-phase message; i.e., keeping two lines of the message the same and changing the third line.
11. Do not use the word "Danger" in message.
12. Do not display the message "LANES SHIFT LEFT" or "LANES SHIFT RIGHT" on a PCMS. Drivers do not understand the message.
13. Do not display messages that scroll horizontally or vertically across the face of the sign.
14. The following table lists abbreviated words and two-word phrases that are acceptable for use on a PCMS. Both words in a phrase must be displayed together. Words or phrases not on this list should not be abbreviated, unless shown in the TMUTCD.
15. PCMS character height should be at least 18 inches for trailer mounted units. They should be visible from at least 1/2 (.5) mile and the text should be legible from at least 600 feet at night and 800 feet in daylight. Truck mounted units must have a character height of 10 inches and must be legible from at least 400 feet.
16. Each line of text should be centered on the message board rather than left or right justified.
17. If disabled, the PCMS should default to an illegible display that will not alarm motorists and will only be used to alert workers that the PCMS has malfunctioned. A pattern such as a series of horizontal solid bars is appropriate.

WORD OR PHRASE	ABBREVIATION	WORD OR PHRASE	ABBREVIATION
Access Road	ACCS RD	Major	MAJ
Alternate	ALT	Miles	MI
Avenue	AVE	Miles Per Hour	MPH
Best Route	BEST RTE	Minor	MNR
Boulevard	BLVD	Monday	MON
Bridge	BRDG	Normal	NORM
Cannot	CANT	North	N
Center	CTR	Northbound	Iroutel N
Construction Ahead	CONST AHD	Parking	PKING
CROSSING	XING	Road	RD
Detour Route	DETOUR RTE	Right Lane	RT LN
Do Not	DONT	Saturday	SAT
East	E	Service Road	SERV RD
Eastbound	Iroutel E	Shoulder	SHLDR
Emergency	EMER	Slippery	SLIP
Emergency Vehicle	EMER VEH	South	S
Entrance, Enter	ENT	Southbound	Iroutel S
Express Lane	EXP LN	Speed	SPD
Expressway	EXPWY	Street	ST
XXXX Feet	XXXX FT	Sunday	SUN
Fog Ahead	FOG AHD	Telephone	PHONE
Freeway	FRWY, FWY	Temporary	TEMP
Freeway Blocked	FWY BLKD	Thursday	THURS
Friday	FRI	To Downtown	TO DWNTN
Hazardous Driving	HAZ DRIVING	Traffic	TRAF
Hazardous Materials	HAZMAT	Travelers	TRVLRS
High-Occupancy Vehicle	HOV	Tuesday	TUES
Highway	HWY	Time Minutes	TIME MIN
Hour(s)	HR, HRS	Upper Level	UPR LEVEL
Information	INFO	Vehicles (s)	VEH, VEHS
It Is	ITS	Warning	WARN
Junction	JCT	Wednesday	WED
Left	LFT	Weight Limit	WT LIMIT
Left Lane	LFT LN	West	W
Lane Closed	LN CLOSED	Westbound	Iroutel W
Lower Level	LWR LEVEL	Wet Pavement	WET PVMT
Maintenance	MAINT	Will Not	WONT

Roadway designation * IH-number, US-number, SH-number, FM-number

RECOMMENDED PHASES AND FORMATS FOR PCMS MESSAGES DURING ROADWORK ACTIVITIES

(The Engineer may approve other messages not specifically covered here.)

Phase 1: Condition Lists

Road/Lane/Ramp Closure List

- FREEWAY CLOSED X MILE
- ROAD CLOSED AT SH XXX
- ROAD CLSD AT FM XXXX
- RIGHT X LANES CLOSED
- CENTER LANE CLOSED
- NIGHT LANE CLOSURES
- VARIOUS LANES CLOSED
- EXIT CLOSED
- MALL DRIVEWAY CLOSED
- XXXXXXXX BLVD CLOSED
- FRONTAGE ROAD CLOSED
- SHOULDER CLOSED XXX FT
- RIGHT LN CLOSED XXX FT
- RIGHT X LANES OPEN
- DAYTIME LANE CLOSURES
- I-XX SOUTH EXIT CLOSED
- EXIT XXX CLOSED X MILE
- RIGHT LN TO BE CLOSED
- X LANES CLOSED TUE - FRI

Other Condition List

- ROADWORK XXX FT
- FLAGGER XXXX FT
- RIGHT LN NARROWS XXXX FT
- MERGING TRAFFIC XXXX FT
- LOOSE GRAVEL XXXX FT
- DETOUR X MILE
- ROADWORK PAST SH XXXX
- BUMP XXXX FT
- TRAFFIC SIGNAL XXXX FT
- ROAD REPAIRS XXXX FT
- LANE NARROWS XXXX FT
- TWO-WAY TRAFFIC XX MILE
- CONST TRAFFIC XXX FT
- UNEVEN LANES XXXX FT
- ROUGH ROAD XXXX FT
- ROADWORK NEXT FRI-SUN
- US XXX EXIT X MILES
- LANES SHIFT *
- STAY IN LANE *

* LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

Phase 2: Possible Component Lists

Action to Take/Effect on Travel List

- MERGE RIGHT
- DETOUR NEXT X EXITS
- USE EXIT XXX
- STAY ON US XXX SOUTH
- TRUCKS USE US XXX N
- WATCH FOR TRUCKS
- EXPECT DELAYS
- REDUCE SPEED XXX FT
- USE OTHER ROUTES
- FORM X LINES RIGHT
- USE XXXXX RD EXIT
- USE EXIT I-XX NORTH
- USE I-XX E TO I-XX N
- WATCH FOR TRUCKS
- EXPECT DELAYS
- PREPARE TO STOP
- END SHOULDER USE
- WATCH FOR WORKERS

Location List

- AT FM XXXX
- BEFORE RAILROAD CROSSING
- NEXT X MILES
- PAST US XXX EXIT
- XXXXXXX TO XXXXXXX
- US XXX TO FM XXXX

Warning List

- SPEED LIMIT XX MPH
- MAXIMUM SPEED XX MPH
- MINIMUM SPEED XX MPH
- ADVISORY SPEED XX MPH
- RIGHT LANE EXIT
- USE CAUTION
- DRIVE SAFELY
- DRIVE WITH CARE

** Advance Notice List

- TUE-FRI XX AM- X PM
- APR XX-XX X PM-X AM
- BEGINS MONDAY
- BEGINS MAY XX
- MAY X-X XX PM - XX AM
- NEXT FRI-SUN
- XX AM TO XX PM
- NEXT TUE AUG XX
- TONIGHT XX PM- XX AM

** See Application Guidelines Note 6.

APPLICATION GUIDELINES

1. Only 1 or 2 phases are to be used on a PCMS.
2. The 1st phase (or both) should be selected from the "Road/Lane/Ramp Closure List" and the "Other Condition List".
3. A 2nd phase can be selected from the "Action to Take/Effect on Travel, Location, General Warning, or Advance Notice Phase Lists".
4. A Location Phase is necessary only if a distance or location is not included in the first phase selected.
5. If two PCMS are used in sequence, they must be separated by a minimum of 1000 ft. Each PCMS shall be limited to two phases, and should be understandable by themselves.
6. For advance notice, when the current date is within seven days of the actual work date, calendar days should be replaced with days of the week. Advance notification should typically be for no more than one week prior to the work.

WORDING ALTERNATIVES

1. The words RIGHT, LEFT and ALL can be interchanged as appropriate.
2. Roadway designations IH, US, SH, FM and LP can be interchanged as appropriate.
3. EAST, WEST, NORTH and SOUTH (or abbreviations E, W, N and S) can be interchanged as appropriate.
4. Highway names and numbers replaced as appropriate.
5. ROAD, HIGHWAY and FREEWAY can be interchanged as needed.
6. AHEAD may be used instead of distances if necessary.
7. FT and MI, MILE and MILES interchanged as appropriate.
8. AT, BEFORE and PAST interchanged as needed.
9. Distances or AHEAD can be eliminated from the message if a location phase is used.

PCMS SIGNS WITHIN THE R.O.W. SHALL BE BEHIND GUARDRAIL OR CONCRETE BARRIER OR SHALL HAVE A MINIMUM OF FOUR (4) PLASTIC DRUMS PLACED PERPENDICULAR TO TRAFFIC ON THE UPSTREAM SIDE OF THE PCMS, WHEN EXPOSED TO ONE DIRECTION OF TRAFFIC. WHEN EXPOSED TO TWO WAY TRAFFIC, THE FOUR DRUMS SHOULD BE PLACED WITH ONE DRUM AT EACH OF THE FOUR CORNERS OF THE UNIT.

FULL MATRIX PCMS SIGNS

1. When Full Matrix PCMS signs are used, the character height and legibility/visibility requirements shall be maintained as listed in Note 15 under "PORTABLE CHANGEABLE MESSAGE SIGNS" above.
2. When symbol signs, such as the "Flagger Symbol" (CW20-7) are represented graphically on the Full Matrix PCMS sign and, with the approval of the Engineer, it shall maintain the legibility/visibility requirement listed above.
3. When symbol signs are represented graphically on the Full Matrix PCMS, they shall only supplement the use of the static sign represented, and shall not substitute for, or replace that sign.
4. A full matrix PCMS may be used to simulate a flashing arrow board provided it meets the visibility, flash rate and dimming requirements on BC(7), for the same size arrow.

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Texas Department of Transportation — Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)

BC(6)-21

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SHEET NAME: TRAFFIC CONTROL PLAN TXDOT STANDARD NOTES & DETAILS 7 OF 15

DATE:
REVISION:

DRAWN BY: MB
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SHEET: 11 OF 19

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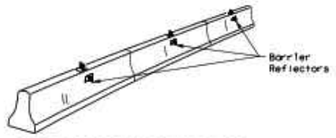
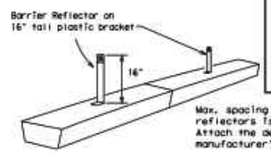
1. Barrier Reflectors shall be pre-qualified, and conform to the color and reflectivity requirements of DMS-8600. A list of prequalified Barrier Reflectors can be found at the Material Producer List web address shown on BC(1).
2. Color of Barrier Reflectors shall be as specified in the TMUTCD. The cost of the reflectors shall be considered subsidiary to Item 512.



CONCRETE TRAFFIC BARRIER (CTB)

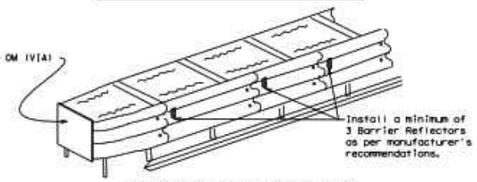
3. Where traffic is on one side of the CTB, two (2) Barrier Reflectors shall be mounted in approximately the midsection of each section of CTB. An alternate mounting location is uniformly spaced at one end of each CTB. This will allow for attachment of a barrier grapple without damaging the reflector. The Barrier Reflector mounted on the side of the CTB shall be located directly below the reflector mounted on top of the barrier, as shown in the detail above.
4. Where CTB separates two-way traffic, three barrier reflectors shall be mounted on each section of CTB. The reflector unit on top shall have two yellow reflective faces (Bi-Directional)while the reflectors on each side of the barrier shall have one yellow reflective face, as shown in the detail above.
5. When CTB separates traffic traveling in the same direction, no barrier reflectors will be required on top of the CTB.
6. Barrier Reflector units shall be yellow or white in color to match the edgeline being supplemented.
7. Maximum spacing of Barrier Reflectors is forty (40) feet.
8. Pavement markers or temporary flexible-reflective roadway marker tabs shall NOT be used as CTB delineation.
9. Attachment of Barrier Reflectors to CTB shall be per manufacturer's recommendations.
10. Missing or damaged Barrier Reflectors shall be replaced as directed by the Engineer.
11. Single slope barriers shall be delineated as shown on the above detail.



LOW PROFILE CONCRETE BARRIER (LPCB)

LOW PROFILE CONCRETE BARRIER (LPCB) USED IN WORK ZONES

LPCB is approved for use in work zone locations, where the posted speed is 45mph, or less. See Roadway Standard Sheet LPCB.

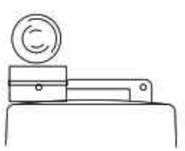


DELINEATION OF END TREATMENTS

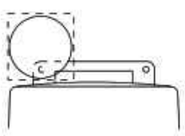
END TREATMENTS FOR CTB'S USED IN WORK ZONES

End treatments used on CTB's in work zones shall meet the appropriate crashworthy standards as defined in the Manual for Assessing Safety Hardware (MASH). Refer to the CWZTCD List for approved end treatments and manufacturers.

BARRIER REFLECTORS FOR CONCRETE TRAFFIC BARRIER AND ATTENUATORS



Type C Warning Light or approved substitute mounted on a drum adjacent to the travel way.



Warning reflector may be round or square. Must have a yellow reflective surface area of at least 30 square inches

WARNING LIGHTS

1. Warning lights shall meet the requirements of the TMUTCD.
2. Warning lights shall NOT be installed on barricades.
3. Type A-Low Intensity Flashing Warning Lights are commonly used with drums. They are intended to warn of or mark a potentially hazardous area. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "FL". The Type A Warning Lights shall not be used with signs manufactured with Type B_{FL} or C_{FL} Sheeting meeting the requirements of Departmental Material Specification DMS-8300.
4. Type C and Type D 360 degree Steady Burn Lights are intended to be used in a series for delineation to supplement other traffic control devices. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "SB".
5. The Engineer/Inspector or the plans shall specify the location and type of warning lights to be installed on the traffic control devices.
6. When required by the Engineer, the Contractor shall furnish a copy of the warning lights certification. The warning light manufacturer will certify the warning lights meet the requirements of the latest ITE Purchase Specifications for Flashing and Steady-Burn Warning Lights.
7. When used to delineate curves, Type C and Type D Steady Burn Lights should only be placed on the outside of the curve, not the inside.
8. The location of warning lights and warning reflectors on drums shall be as shown elsewhere in the plans.

WARNING LIGHTS MOUNTED ON PLASTIC DRUMS

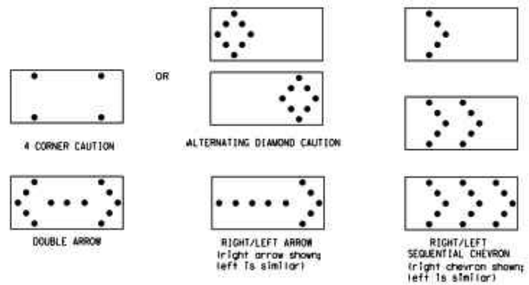
1. Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
2. Type A random flashing warning lights are not intended for delineation and shall not be used in a series.
3. A series of sequential flashing warning lights placed on channelizing devices to form a merging taper may be used for delineation. If used, the successive flashing of the sequential warning lights should occur from the beginning of the taper to the end of the merging taper in order to identify the desired vehicle path. The rate of flashing for each light shall be 65 flashes per minute, plus or minus 10 flashes.
4. Type C and D steady-burn warning lights are intended to be used in a series to delineate the edge of the travel lane on detours, on lane changes, on lane closures, and on other similar conditions.
5. Type A, Type C and Type D warning lights shall be installed at locations as detailed on other sheets in the plans.
6. Warning lights shall not be installed on a drum that has a sign, chevron or vertical panel.
7. The maximum spacing for warning lights on drums should be identical to the channelizing device spacing.

WARNING REFLECTORS MOUNTED ON PLASTIC DRUMS AS A SUBSTITUTE FOR TYPE C (STEADY BURN) WARNING LIGHTS

1. A warning reflector or approved substitute may be mounted on a plastic drum as a substitute for a Type C, steady burn warning light at the discretion of the Contractor unless otherwise noted in the plans.
2. The warning reflector shall be yellow in color and shall be manufactured using a sign substrate approved for use with plastic drums listed on the CWZTCD.
3. The warning reflector shall have a minimum retroreflective surface area (one-side) of 30 square inches.
4. Round reflectors shall be fully reflectorized, including the area where attached to the drum.
5. Square substrates must have a minimum of 30 square inches of reflectorized sheeting. They do not have to be reflectorized where it attaches to the drum.
6. The side of the warning reflector facing approaching traffic shall have sheeting meeting the color and retroreflectivity requirements for DMS 8300-Type B or Type C.
7. When used near two-way traffic, both sides of the warning reflector shall be reflectorized.
8. The warning reflector should be mounted on the side of the handle nearest approaching traffic.
9. The maximum spacing for warning reflectors should be identical to the channelizing device spacing requirements.

Arrow Boards may be located behind channelizing devices in place for a shoulder taper or merging taper, otherwise they shall be delineated with four (4) channelizing devices placed perpendicular to traffic on the upstream side of traffic.

1. The Flashing Arrow Board should be used for all lane closures on multi-lane roadways, or slow moving maintenance or construction activities on the travel lanes.
2. Flashing Arrow Boards should not be used on two-lane, two-way roadways, detours, diversions or work on shoulders unless the "CAUTION" display (see detail below) is used.
3. The Engineer/Inspector shall choose all appropriate signs, barricades and/or other traffic control devices that should be used in conjunction with the Flashing Arrow Board.
4. The Flashing Arrow Board should be able to display the following symbols:



5. The "CAUTION" display consists of four corner lamps flashing simultaneously, or the Alternating Diamond Caution mode as shown.
6. The straight line caution display is NOT ALLOWED.
7. The Flashing Arrow Board shall be capable of minimum 50 percent dimming from rated lamp voltage. The flashing rate of the lamps shall not be less than 25 nor more than 40 flashes per minute.
8. Minimum lamp "on time" shall be approximately 50 percent for the flashing arrow and equal intervals of 25 percent for each sequential phase of the flashing chevron.
9. The sequential arrow display is NOT ALLOWED.
10. The flashing arrow display is the TxDOT standard; however, the sequential chevron display may be used during daylight operations.
11. The Flashing Arrow Board shall be mounted on a vehicle, trailer or other suitable support.
12. A Flashing Arrow Board SHALL NOT BE USED to laterally shift traffic.
13. A full matrix PCMS may be used to simulate a Flashing Arrow Board provided it meets visibility, flash rate and dimming requirements on this sheet for the same size arrow.
14. Minimum mounting height of trailer mounted Arrow Boards should be 7 feet from roadway to bottom of panel.

TYPE	MINIMUM SIZE	MINIMUM NUMBER OF PANEL LAMPS	MINIMUM VISIBILITY DISTANCE
B	30 x 60	13	3/4 mile
C	48 x 96	15	1 mile

REQUIREMENTS

ATTENTION

Flashing Arrow Boards shall be equipped with automatic dimming devices.

WHEN NOT IN USE, REMOVE THE ARROW BOARD FROM THE RIGHT-OF-WAY OR PLACE THE ARROW BOARD BEHIND CONCRETE TRAFFIC BARRIER OR GUARDRAIL.

FLASHING ARROW BOARDS

SHEET 7 OF 12

TRUCK-MOUNTED ATTENUATORS

1. Truck-mounted attenuators (TMA) used on TxDOT facilities must meet the requirements outlined in the Manual for Assessing Safety Hardware (MASH).
2. Refer to the CWZTCD for the requirements of Level 2 or Level 3 TMAs.
3. Refer to the CWZTCD for a list of approved TMAs.
4. TMAs are required on freeways unless otherwise noted in the plans.
5. A TMA should be used anytime that it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the work performance.
6. The only reason a TMA should not be required is when a work area is spread down the roadway and the work crew is an extended distance from the TMA.

Texas Department of Transportation — Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION ARROW PANEL, REFLECTORS, WARNING LIGHTS & ATTENUATOR

BC(7)-21

FILE:	bc-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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9-07	8-14	DIST	COUNTY		SHEET NO.
7-13	5-21				

DATE:
FILE:

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TBPE REG. NO. F-17453

APPROVED BY:

DESCRIPTION:
PROJECT NAME:
CR 255
RONALD REAGAN BLVD
WILLIAMSON COUNTY

SHEET NAME:
TRAFFIC CONTROL PLAN
TXDOT
STANDARD NOTES & DETAILS
8 OF 15

DATE:

DRAWN BY: MB
PROJECT NO: 25155
CITY JOB NO:

REVISION:

SHEET:
12 OF 19

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GENERAL NOTES

1. For long term stationary work zones on freeways, drums shall be used as the primary channelizing device.
2. For intermediate term stationary work zones on freeways, drums should be used as the primary channelizing device but may be replaced in tangent sections by vertical panels, or 42" two-piece cones. In tangent sections, one-piece cones may be used with the approval of the Engineer but only if personnel are present on the project at all times to maintain the cones in proper position and location.
3. For short term stationary work zones on freeways, drums are the preferred channelizing device but may be replaced in tapers, transitions and tangent sections by vertical panels, two-piece cones or one-piece cones as approved by the Engineer.
4. Drums and all related items shall comply with the requirements of the current version of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
5. Drums, bases, and related materials shall exhibit good workmanship and shall be free from objectionable marks or defects that would adversely affect their appearance or serviceability.
6. The Contractor shall have a maximum of 24 hours to replace any plastic drums identified for replacement by the Engineer/Inspector. The replacement device must be an approved device.

GENERAL DESIGN REQUIREMENTS

Pre-qualified plastic drums shall meet the following requirements:

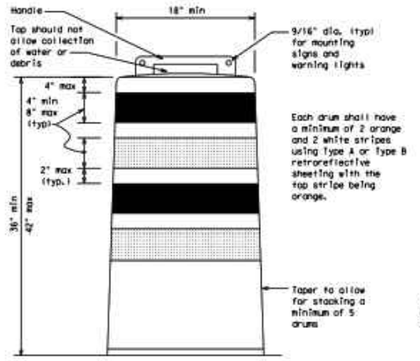
1. Plastic drums shall be a two-piece design; the "body" of the drum shall be the top portion and the "base" shall be the bottom.
2. The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents accidental separation due to normal handling and/or air turbulence created by passing vehicles.
3. Plastic drums shall be constructed of lightweight flexible, and deformable materials. The Contractor shall NOT use metal drums or single piece plastic drums as channelization devices or sign supports.
4. Drums shall present a profile that is a minimum of 18 inches in width at the 36 inch height when viewed from any direction. The height of drum unit (body installed on base) shall be a minimum of 36 inches and a maximum of 42 inches.
5. The top of the drum shall have a built-in handle for easy pickup and shall be designed to drain water and not collect debris. The handle shall have a minimum of two widely spaced 9/16 inch diameter holes to allow attachment of a warning light, warning reflector unit or approved compliant sign.
6. The exterior of the drum body shall have a minimum of four alternating orange and white retroreflective circumferential stripes not less than 4 inches nor greater than 8 inches in width. Any non-reflectorized space between any two adjacent stripes shall not exceed 2 inches in width.
7. Bases shall have a maximum width of 36 inches, a maximum height of 4 inches, and a minimum of two footholds of sufficient size to allow base to be held down while separating the drum body from the base.
8. Plastic drums shall be constructed of ultra-violet stabilized, orange, high-density polyethylene (HDPE) or other approved material.
9. Drum body shall have a maximum unballasted weight of 11 lbs.
10. Drum and base shall be marked with manufacturer's name and model number.

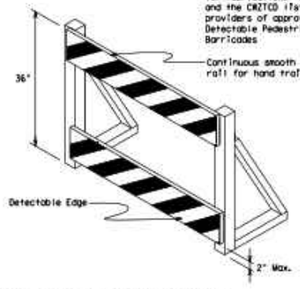
RETROREFLECTIVE SHEETING

1. The stripes used on drums shall be constructed of sheeting meeting the color and retroreflectivity requirements of Departmental Materials Specification DMS-8300, "Sign Face Materials," Type A or Type B reflective sheeting shall be supplied unless otherwise specified in the plans.
2. The sheeting shall be suitable for use on and shall adhere to the drum surface such that, upon vehicular impact, the sheeting shall remain adhered in-place and exhibit no delaminating, cracking, or loss of retroreflectivity other than that loss due to abrasion of the sheeting surface.

BALLAST

1. Unballasted bases shall be large enough to hold up to 50 lbs. of sand. This base, when filled with the ballast material, should weigh between 35 lbs (minimum) and 50 lbs (maximum). The ballast may be sand in one to three sandbags separate from the base, sand in a sand-filled plastic base, or other ballasting devices as approved by the Engineer. Stacking of sandbags will be allowed, however height of sandbags above pavement surface may not exceed 12 inches.
2. Bases with built-in ballast shall weigh between 40 lbs. and 50 lbs. Built-in ballast can be constructed of an integral crumb rubber base or a solid rubber base.
3. Recycled truck tire sidewalls may be used for ballast on drums approved for this type of ballast on the CWZTCD list.
4. The ballast shall not be heavy objects, water, or any material that would become hazardous to motorists, pedestrians, or workers when the drum is struck by a vehicle.
5. When used in regions susceptible to freezing, drums shall have drainage holes in the bottoms so that water will not collect and freeze becoming a hazard when struck by a vehicle.
6. Ballast shall not be placed on top of drums.
7. Adhesives may be used to secure base of drums to pavement.





DETECTABLE PEDESTRIAN BARRICADES

1. When existing pedestrian facilities are disrupted, closed, or relocated in a TTC zone, the temporary facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility. Refer to ROWIDTS-21 for Pedestrian Control requirements for Sidewalk Diversions, Sidewalk Detours and Crosswalk Closures.
2. Where pedestrians with visual disabilities normally use the closed sidewalk, a Detectable Pedestrian Barricade shall be placed across the full width of the closed sidewalk instead of a Type 3 Barricade.
3. Detectable pedestrian barricades similar to the one pictured above, longitudinal channelizing devices, some concrete barriers, and wood or chain link fencing with a continuous detectable edging can satisfactorily delineate a pedestrian path.
4. Tape, rope, or plastic chain strung between devices are not detectable, do not comply with the design standards in the "Americans with Disabilities Act Accessibility Guidelines (ADAAG)" and should not be used as a control for pedestrian movements.
5. Warning lights shall not be attached to detectable pedestrian barricades.
6. Detectable pedestrian barricades should use 8" nominal barricade rails as shown on BC(10) provided that the top rail provides a smooth continuous rail suitable for hand trailing with no splinters, burrs, or sharp edges.

18" x 24" Sign
(Maximum Sign Dimension)
Chevron CN1-8, Opposing Traffic Lane Divider, Driveway sign D70a, Keep Right R4 series or other signs as approved by Engineer

12" x 24"
Vertical Panel mount with diagonals sloping down towards travel way

Plywood, Aluminum or Metal sign substrates shall NOT be used on plastic drums

SIGNS, CHEVRONS, AND VERTICAL PANELS MOUNTED ON PLASTIC DRUMS

1. Signs used on plastic drums shall be manufactured using substrates listed on the CWZTCD.
2. Chevrons and other work zone signs with an orange background shall be manufactured with Type B_{FL} or Type C_{FL} orange sheeting meeting the color and retroreflectivity requirements of DMS-8300, "Sign Face Material," unless otherwise specified in the plans.
3. Vertical Panels shall be manufactured with orange and white sheeting meeting the requirements of DMS-8300 Type A or Type B. Diagonal stripes on Vertical Panels shall slope down toward the intended traveled lane.
4. Other sign messages (text or symbolic) may be used as approved by the Engineer. Sign dimensions shall not exceed 18 inches in width or 24 inches in height, except for the R9 series signs discussed in note 8 below.
5. Signs shall be installed using a 1/2 inch bolt (nominal) and nut, two washers, and one locking washer for each connection.
6. Mounting bolts and nuts shall be fully engaged and adequately torqued. Bolts should not extend more than 1/2 inch beyond nuts.
7. Chevrons may be placed on drums on the outside of curves, on merging tapers or on shifting tapers. When used in these locations, they may be placed on every drum or spaced not more than on every third drum. A minimum of three (3) should be used at each location called for in the plans.
8. R9-9, R9-10, R9-11 and R9-11a Sidewalk Closed signs which are 24 inches wide may be mounted on plastic drums, with approval of the Engineer.

SHEET 8 OF 12

Texas Department of Transportation | Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(8)-21

FILE: bc-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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REVISION:
DATE:
DESCRIPTION:
APPROVED BY:

PROJECT NAME:
CR 255
RONALD REAGAN BLVD
WILLIAMSON COUNTY

SHEET NAME:
TRAFFIC CONTROL PLAN
TXDOT
STANDARD NOTES & DETAILS
9 OF 15

DRAWN BY: MB
PROJECT NO: 25155
CITY JOB NO:

SHEET:
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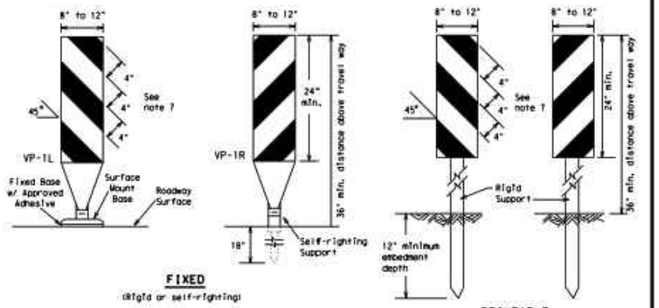
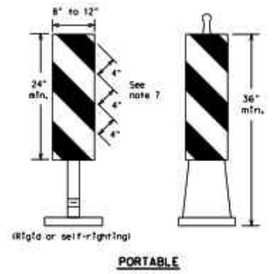


FIXED
(Rigid or self-righting)

DRIVEABLE

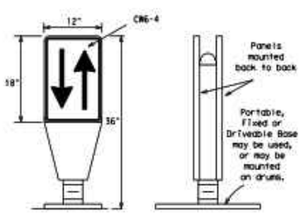


(Rigid or self-righting)

PORTABLE

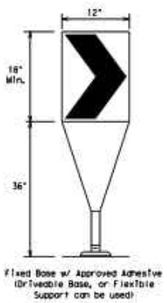
1. Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
2. VP's may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is required. The Engineer/Inspector shall refer to the Roadway Design Manual for additional requirements on the use VP's for drop-offs.
3. VP's should be mounted back to back if used at the edge of cuts adjacent to two-way two lane roadways. Stripes are to be reflective orange and reflective white and should always slope downward toward the travel lane.
4. VP's used on expressways and freeways or other high speed roadways, may have more than 270 square inches of retroreflective area facing traffic.
5. Self-righting supports are available with portable base. See "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
6. Sheeting for the VP's shall be retroreflective Type A or Type B conforming to Departmental Material Specification DMS-8300, unless noted otherwise.
7. Where the height of reflective material on the vertical panel is 36 inches or greater, a panel stripe of 6 inches shall be used.

VERTICAL PANELS (VPs)



1. Opposing Traffic Lane Dividers (OTLD) are delineation devices designed to convert a normal one-way roadway section to two-way operation. OTLD's are used on temporary centerlines. The upward and downward arrows on the sign's face indicate the direction of traffic on either side of the divider. The base is secured to the pavement with an adhesive or rubber weight to minimize movement caused by a vehicle impact or wind gust.
2. The OTLD may be used in combination with 42" cones or VPs.
3. Spacing between the OTLD shall not exceed 500 feet. 42" cones or VPs placed between the OTLD's should not exceed 100 foot spacing.
4. The OTLD shall be orange with a black non-reflective legend. Sheeting for the OTLD shall be retroreflective Type B_H or Type C_H conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.

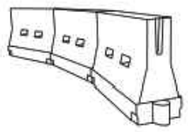
OPPOSING TRAFFIC LANE DIVIDERS (OTLD)



Fixed Base w/ Approved Adhesive (Driveable Base, or Flexible Support can be used)

1. The chevron shall be a vertical rectangle with a minimum size of 12 by 18 inches.
2. Chevrons are intended to give notice of a sharp change of alignment with the direction of travel and provide additional emphasis and guidance for vehicle operators with regard to changes in horizontal alignment of the roadway.
3. Chevrons, when used, shall be erected on the outside of a sharp curve or turn, or on the far side of an intersection. They shall be in line with and at right angles to approaching traffic. Spacing should be such that the motorist always has three in view, until the change in alignment eliminates its need.
4. To be effective, the chevron should be visible for at least 500 feet.
5. Chevrons shall be orange with a black nonreflective legend. Sheeting for the chevron shall be retroreflective Type B_H or Type C_H conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.
6. For Long Term Stationary use on tapers or transitions on freeways and divided highways, self-righting chevrons may be used to supplement plastic drums but not to replace plastic drums.

CHEVRONS



LONGITUDINAL CHANNELIZING DEVICES (LCD)

1. LCDs are crashworthy, lightweight, deformable devices that are highly visible, have good target value and can be connected together. They are not designed to contain or redirect a vehicle on impact.
2. LCDs may be used instead of a line of cones or drums.
3. LCDs shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. LCDs should not be used to provide positive protection for obstacles, pedestrians or workers.
5. LCDs shall be supplemented with retroreflective delineation as required for temporary barriers on BC(7) when placed roughly parallel to the travel lanes.
6. LCDs used as barricades placed perpendicular to traffic should have at least one row of reflective sheeting meeting the requirements for barricade rails as shown on BC(10). Place reflective sheeting near the top of the LCD along the full length of the device.

WATER BALLASTED SYSTEMS USED AS BARRIERS

1. Water ballasted systems used as barriers shall not be used solely to channelize road users, but also to protect the work space per the appropriate Manual for Assessing Safety Hardware (MASH) crashworthiness requirements based on roadway speed and barrier application.
2. Water ballasted systems used to channelize vehicular traffic shall be supplemented with retroreflective delineation or channelizing devices to improve daytime/nighttime visibility. They may also be supplemented with pavement markings.
3. Water ballasted systems used as barriers shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. Water ballasted systems used as barriers should not be used for a merging taper except in low speed (less than 45 MPH) urban areas. When used on a taper in a low speed urban area, the taper shall be delineated and the taper length should be designed to optimize road user operations considering the available geometric conditions.
5. When water ballasted systems used as barriers have blunt ends exposed to traffic, they should be attenuated as per manufacturer recommendations or flared to a point outside the clear zone.

If used to channelize pedestrians, longitudinal channelizing devices or water ballasted systems must have a continuous detectable bottom for users of long canes and the top of the unit shall not be less than 32 inches in height.

HOLLOW OR WATER BALLASTED SYSTEMS USED AS LONGITUDINAL CHANNELIZING DEVICES OR BARRIERS

GENERAL NOTES

1. Work Zone channelizing devices illustrated on this sheet may be installed in close proximity to traffic and are suitable for use on high or low speed roadways. The Engineer/Inspector shall ensure that spacing and placement is uniform and in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
2. Channelizing devices shown on this sheet may have a driveable, fixed or portable base. The requirement for self-righting channelizing devices must be specified in the General Notes or other plan sheets.
3. Channelizing devices on self-righting supports should be used in work zone areas where channelizing devices are frequently impacted by errant vehicles or vehicle related wind gusts making alignment of the channelizing devices difficult to maintain. Locations of these devices shall be detailed elsewhere in the plans. These devices shall conform to the TMUTCD and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
4. The Contractor shall maintain devices in a clean condition and replace damaged, nonreflective, faded, or broken devices and bases as required by the Engineer/Inspector. The Contractor shall be required to maintain proper device spacing and alignment.
5. Portable bases shall be fabricated from virgin and/or recycled rubber. The portable bases shall weigh a minimum of 30 lbs.
6. Pavement surfaces shall be prepared in a manner that ensures proper bonding between the adhesives, the fixed mount bases and the pavement surface. Adhesives shall be prepared and applied according to the manufacturer's recommendations.
7. The installation and removal of channelizing devices shall not cause detrimental effects to the final pavement surfaces, including pavement surface discoloration or surface integrity. Driveable bases shall not be permitted on final pavement surfaces. The Engineer/Inspector shall approve all application and removal procedures of fixed bases.

Posted Speed	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'
35		205'	225'	245'	35'	70'
40		265'	295'	320'	40'	80'
45	$L=WS$	450'	495'	540'	45'	90'
50		500'	550'	600'	50'	100'
55		550'	605'	660'	55'	110'
60		600'	660'	720'	60'	120'
65		650'	715'	780'	65'	130'
70		700'	770'	840'	70'	140'
75		750'	825'	900'	75'	150'
80		800'	880'	960'	80'	160'

** Taper lengths have been rounded off.
L=Length of Taper (FT.) W=Width of Offset (FT.)
S=Posted Speed (MPH)

SUGGESTED MAXIMUM SPACING OF CHANNELIZING DEVICES AND MINIMUM DESIRABLE TAPER LENGTHS

SHEET 9 OF 12

Texas Department of Transportation | Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(9)-21

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TBPE REG. NO. F-17453

REVISION:
DATE:
DESCRIPTION:
APPROVED BY:

PROJECT NAME: CR 255 RONALD REAGAN BLVD WILLIAMSON COUNTY

SHEET NAME: TRAFFIC CONTROL PLAN TXDOT STANDARD NOTES & DETAILS 10 OF 15

DRAWN BY: MB
PROJECT NO: 25155
CITY JOB NO:
SHEET: 14 OF 19

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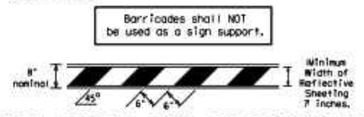
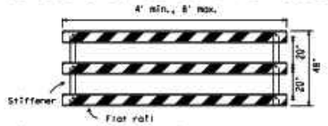
TYPE 3 BARRICADES

1. Refer to the Compliant Work Zone Traffic Control Devices List (CWZTCD) for details of the Type 3 Barricades and a list of all materials used in the construction of Type 3 Barricades.
2. Type 3 Barricades shall be used at each end of construction projects closed to all traffic.
3. Barricades extending across a roadway should have stripes that slope downward in the direction toward which traffic must turn in detouring. When both right and left turns are provided, the chevron striping may slope downward in both directions from the center of the barricade. Where no turns are provided at a closed road, striping should slope downward in both directions toward the center of roadway.
4. Striping of rails, for the right side of the roadway, should slope downward to the left. For the left side of the roadway, striping should slope downward to the right.
5. Identification markings may be shown only on the back of the barricade rails. The maximum height of letters and/or company logos used for identification shall be 1".
6. Barricades shall not be placed parallel to traffic unless an adequate clear zone is provided.
7. Warning lights shall NOT be installed on barricades.
8. Where barricades require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight. Sand bags shall not be stacked in a manner that covers any portion of a barricade rails reflective sheeting. Rock, concrete, iron, steel or other solid objects will NOT be permitted. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall not be used for sandbags. Sandbags shall only be placed along or upon the base supports of the device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners.
9. Sheeting for barricades shall be retroreflective Type A or Type B conforming to Departmental Material Specification DMS-8300 unless otherwise noted.

Barricades shall NOT be used as a sign support.

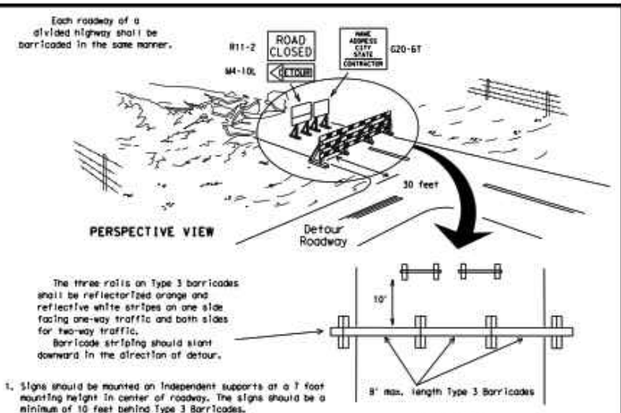


TYPICAL STRIPING DETAIL FOR BARRICADE RAIL

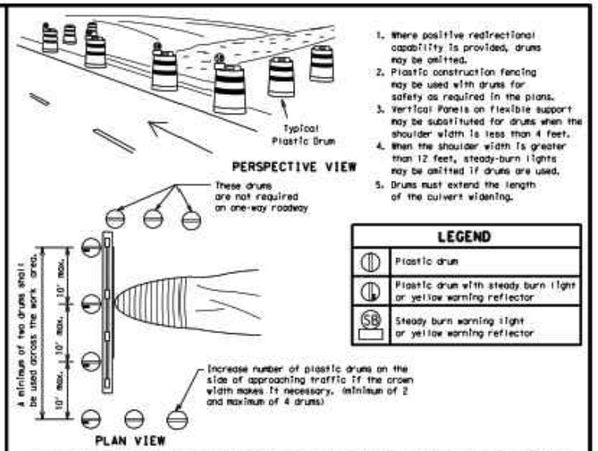


Stiffener may be inside or outside of support, but no more than 2 stiffeners shall be allowed on one barricade.

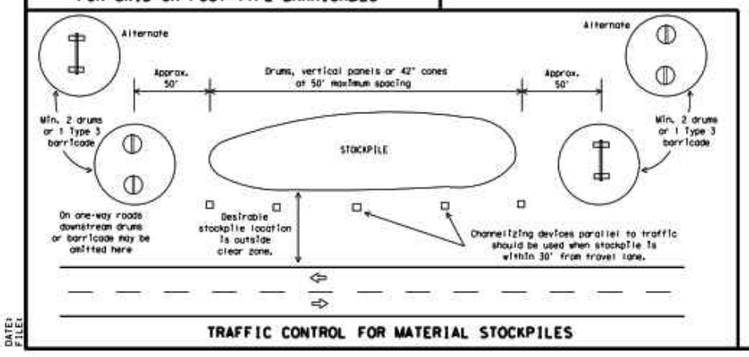
TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES



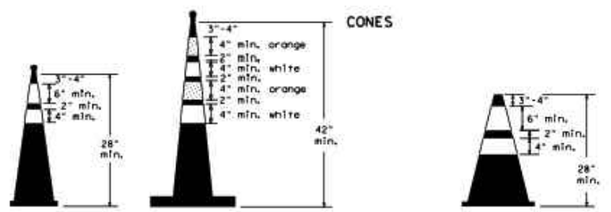
TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION



CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS



TRAFFIC CONTROL FOR MATERIAL STOCKPILES



28" Cones shall have a minimum weight of 9 1/2 lbs.

42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

1. Traffic cones and tubular markers shall be predominantly orange, and meet the height and weight requirements shown above.
2. One-piece cones have the body and base of the cone molded in one consolidated unit. Two-piece cones have a cone shaped body and a separate rubber base, or ballast, that is added to keep the device upright and in place.
3. Two-piece cones may have a handle or loop extending up to 8" above the minimum height shown, in order to aid in retrieving the device.
4. Cones or tubular markers shall have white or white and orange reflective bands as shown above. The reflective bands shall have a smooth, sealed outer surface and meet the requirements of Departmental Material Specification DMS-8300 Type A or Type B.
5. 28" cones and tubular markers are generally suitable for short duration and short-term stationary work as defined on BC(4). These should not be used for intermediate-term or long-term stationary work unless personnel is on-site to maintain them in their proper upright position.
6. 42" two-piece cones, vertical panels or drums are suitable for all work zone durations.
7. Cones or tubular markers used on each project should be of the same size and shape.

SHEET 10 OF 12

Texas Department of Transportation | Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(10)-21

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TBPE REG. NO. F-17453

DESCRIPTION:
PROJECT NAME: CR 255 RONALD REAGAN BLVD WILLIAMSON COUNTY

SHEET NAME: TRAFFIC CONTROL PLAN TXDOT STANDARD NOTES & DETAILS 11 OF 15

APPROVED BY:

DATE:
DRAWN BY: MB
PROJECT NO: 25155
CITY JOB NO:

REVISION:
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WORK ZONE PAVEMENT MARKINGS

GENERAL

1. The Contractor shall be responsible for maintaining work zone and existing pavement markings, in accordance with the standard specifications and special provisions, on all roadways open to traffic within the CSJ limits unless otherwise stated in the plans.
2. Color, patterns and dimensions shall be in conformance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
3. Additional supplemental pavement marking details may be found in the plans or specifications.
4. Pavement markings shall be installed in accordance with the TMUTCD and as shown on the plans.
5. When short term markings are required on the plans, short term markings shall conform with the TMUTCD, the plans and details as shown on the Standard Plan Sheet WZ(STPM).
6. When standard pavement markings are not in place and the roadway is opened to traffic, DO NOT PASS signs shall be erected to mark the beginning of the sections where passing is prohibited and PASS WITH CARE signs at the beginning of sections where passing is permitted.
7. All work zone pavement markings shall be installed in accordance with Item 662, "Work Zone Pavement Markings."

RAISED PAVEMENT MARKERS

1. Raised pavement markers are to be placed according to the patterns on BC(12).
2. All raised pavement markers used for work zone markings shall meet the requirements of Item 672, "RAISED PAVEMENT MARKERS" and Departmental Material Specification DMS-4200 or DMS-4300.

PREFABRICATED PAVEMENT MARKINGS

1. Removable prefabricated pavement markings shall meet the requirements of DMS-8241.
2. Non-removable prefabricated pavement markings (foil back) shall meet the requirements of DMS-8240.

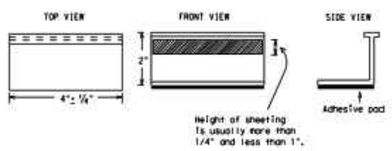
MAINTAINING WORK ZONE PAVEMENT MARKINGS

1. The Contractor will be responsible for maintaining work zone pavement markings within the work limits.
2. Work zone pavement markings shall be inspected in accordance with the frequency and reporting requirements of work zone traffic control device inspections as required by Form 1204.
3. The markings should provide a visible reference for a minimum distance of 300 feet during normal daylight hours and 160 feet when illuminated by automobile low-beam headlights at night, unless sight distance is restricted by roadway geometrics.
4. Markings failing to meet this criteria within the first 30 days after placement shall be replaced at the expense of the Contractor as per Specification Item 662.

REMOVAL OF PAVEMENT MARKINGS

1. Pavement markings that are no longer applicable, could create confusion or direct a motorist toward or into the closed portion of the roadway shall be removed or obliterated before the roadway is opened to traffic.
2. The above shall not apply to detours in place for less than three days, where flaggers and/or sufficient channelizing devices are used in lieu of markings to outline the detour route.
3. Pavement markings shall be removed to the fullest extent possible, so as not to leave a discernable marking. This shall be by any method approved by TxDOT Specification Item 677 for "Eliminating Existing Pavement Markings and Markers".
4. The removal of pavement markings may require resurfacing or seal coating portions of the roadway as described in Item 677.
5. Subject to the approval of the Engineer, any method that proves to be successful on a particular type pavement may be used.
6. Blast cleaning may be used but will not be required unless specifically shown in the plans.
7. Over-painting of the markings SHALL NOT BE permitted.
8. Removal of raised pavement markers shall be as directed by the Engineer.
9. Removal of existing pavement markings and markers will be paid for directly in accordance with Item 677, "ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS," unless otherwise stated in the plans.
10. Black-out marking tape may be used to cover conflicting existing markings for periods less than two weeks when approved by the Engineer.

Temporary Flexible-Reflective Roadway Marker Tabs



STAPLES OR NAILS SHALL NOT BE USED TO SECURE TEMPORARY FLEXIBLE-REFLECTIVE ROADWAY MARKER TABS TO THE PAVEMENT SURFACE

1. Temporary flexible-reflective roadway marker tabs used as guidemarks shall meet the requirements of DMS-8242.
2. Tabs detailed on this sheet are to be inspected and accepted by the Engineer or designated representative. Sampling and testing is not normally required, however at the option of the Engineer, either "A" or "B" below may be imposed to assure quality before placement on the roadway.
   A. Select five (5) or more tabs at random from each lot or shipment and submit to the Construction Division, Materials and Pavement Section to determine specification compliance.
   B. Select five (5) tabs and perform the following test. Affix five (5) tabs at 24 inch intervals on an asphaltic pavement in a straight line. Using a medium size passenger vehicle or pickup, run over the markers with the front and rear tires at a speed of 35 to 40 miles per hour, four (4) times in each direction. No more than one (1) out of the five (5) reflective surfaces shall be lost or displaced as a result of this test.
3. Small design variances may be noted between tab manufacturers.
4. See Standard Sheet WZ(STPM) for tab placement on new pavements. See Standard Sheet TCP(7-1) for tab placement on seal coat work.

RAISED PAVEMENT MARKERS USED AS GUIDEMARKS

1. Raised pavement markers used as guidemarks shall be from the approved product list, and meet the requirements of DMS-4200.
2. All temporary construction raised pavement markers provided on a project shall be of the same manufacturer.
3. Adhesive for guidemarks shall be bituminous material hot applied or butyl rubber pad for all surfaces, or thermoplastic for concrete surfaces.

Guidemarks shall be designated as:
YELLOW - (two amber reflective surfaces with yellow body).
WHITE - (one silver reflective surface with white body).

DEPARTMENTAL MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
TRAFFIC BUTTONS	DMS-4300
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240
TEMPORARY REMOVABLE, PREFABRICATED PAVEMENT MARKINGS	DMS-8241
TEMPORARY FLEXIBLE, REFLECTIVE ROADWAY MARKER TABS	DMS-8242

A list of prequalified reflective raised pavement markers, non-reflective traffic buttons, roadway marker tabs and other pavement markings can be found at the Material Producer List web address shown on BC(1).

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Texas Department of Transportation | Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION PAVEMENT MARKINGS

BC(11)-21

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BC

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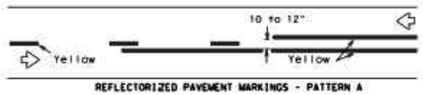
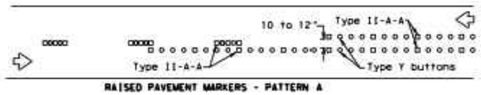
PAVEMENT MARKING PATTERNS

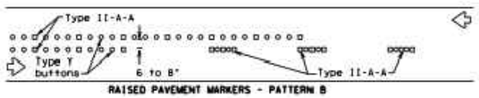


REFLECTORIZED PAVEMENT MARKINGS - PATTERN A



RAISED PAVEMENT MARKERS - PATTERN A

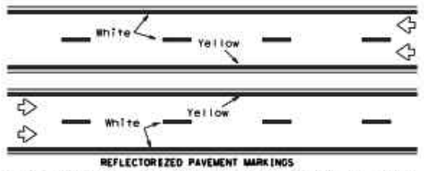
REFLECTORIZED PAVEMENT MARKINGS - PATTERN B



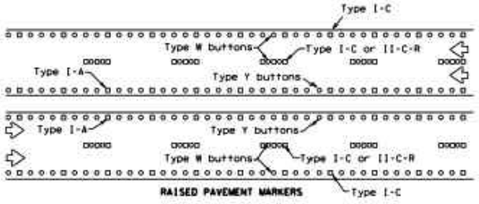
RAISED PAVEMENT MARKERS - PATTERN B

Pattern A is the TXDOT Standard, however Pattern B may be used if approved by the Engineer.
Prefabricated markings may be substituted for reflectorized pavement markings.

CENTER LINE & NO-PASSING ZONE BARRIER LINES FOR TWO-LANE, TWO-WAY HIGHWAYS



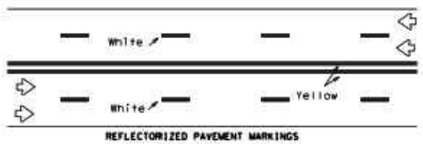
REFLECTORIZED PAVEMENT MARKINGS



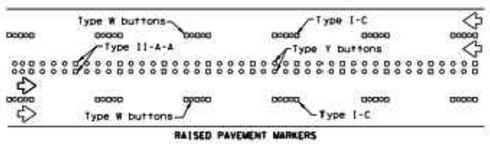
RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

EDGE & LANE LINES FOR DIVIDED HIGHWAY



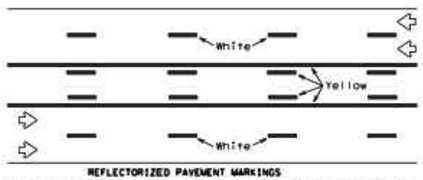
REFLECTORIZED PAVEMENT MARKINGS



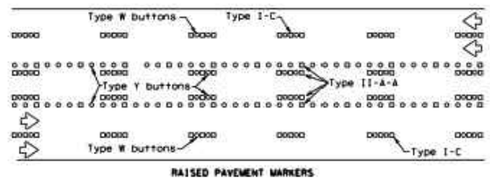
RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

LANE & CENTER LINES FOR MULTILANE UNDIVIDED HIGHWAYS



REFLECTORIZED PAVEMENT MARKINGS



RAISED PAVEMENT MARKERS

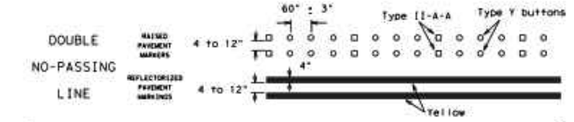
Prefabricated markings may be substituted for reflectorized pavement markings.

TWO-WAY LEFT TURN LANE

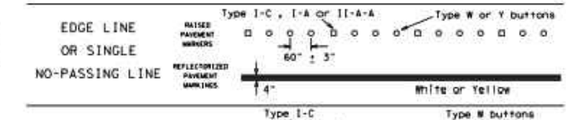
STANDARD WORK ZONE PAVEMENT MARKINGS DETAILS

SOLID LINES

DOUBLE NO-PASSING LINE

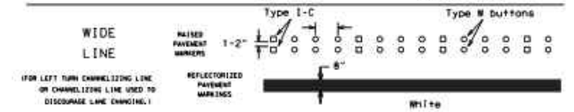


EDGE LINE OR SINGLE NO-PASSING LINE



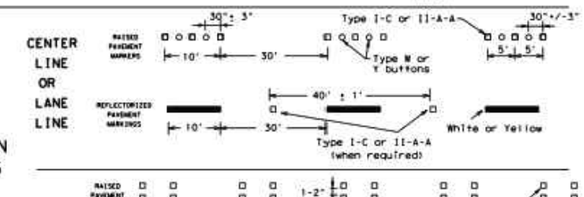
WIDE LINE

(FOR LEFT TURN CHANNELIZING LINE OR CHANNELIZING LINE USED TO DISCOURAGE LANE CHANGING.)

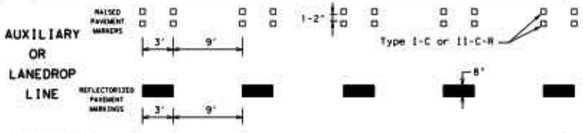


BROKEN LINES

CENTER LINE OR LANE LINE

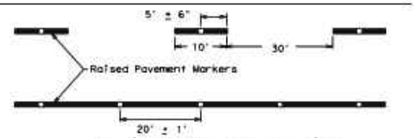


AUXILIARY OR LANEDROP LINE



REMOVABLE MARKINGS WITH RAISED PAVEMENT MARKERS

If raised pavement markers are used to supplement REMOVABLE markings, the markers shall be applied to the top of the tape at the approximate mid length of tape used for broken lines or at 20 foot spacing for solid lines. This allows an easier removal of raised pavement markers and tape.



Centerline only - not to be used on edge lines

SHEET 12 OF 12

Texas Department of Transportation — Traffic Safety Division Standard

Raised pavement markers used as standard pavement markings shall be from the approved products list and meet the requirements of Item 672 "RAISED PAVEMENT MARKERS."

BARRICADE AND CONSTRUCTION PAVEMENT MARKING PATTERNS

BC(12)-21

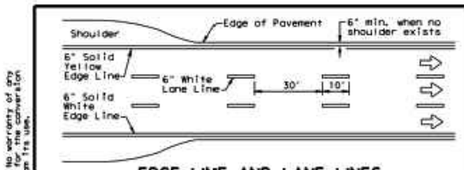
FILE: bc-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT February 1998	CONT	SECT	JOB	HIGHWAY
REVISIONS 1-97 9-07 5-21 2-98 7-13 11-02 8-14	DIST	COUNTY		SHEET NO.

SUN STAR SERVICES, LLC
400 WIMBERLEY OAKS DRIVE, WIMBERLEY, TX 78676
PHONE: (512) 618-5150
EMAIL: LESTELLA@SUNSTARSERVICES.GURU
TBPE REG. NO. F-17453

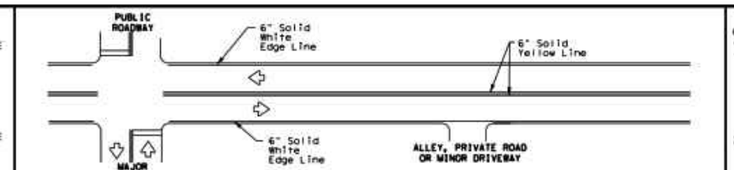
APPROVED BY:
DESCRIPTION:
PROJECT NAME: CR 255 RONALD REAGAN BLVD WILLIAMSON COUNTY
SHEET NAME: TRAFFIC CONTROL PLAN TXDOT STANDARD NOTES & DETAILS
13 OF 15

DATE:
DRAWN BY: MB
PROJECT NO: 25155
CITY JOB NO:
REVISION:
SHEET: 17 OF 19

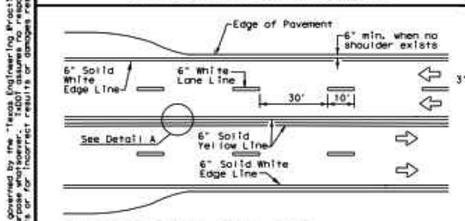
DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.



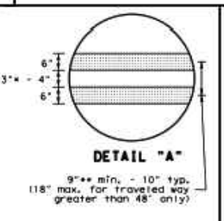
EDGE LINE AND LANE LINES
ONE-WAY ROADWAY
WITH OR WITHOUT SHOULDERS



TYPICAL TWO-LANE, TWO-WAY PAVEMENT
MARKINGS THROUGH INTERSECTIONS

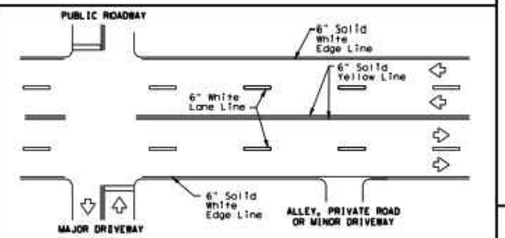


CENTERLINE AND LANE LINES
FOUR LANE TWO-WAY ROADWAY
WITH OR WITHOUT SHOULDERS

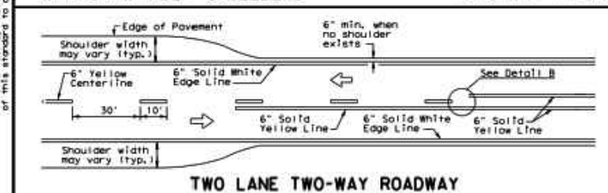


DETAIL "A"
9"** min. - 10" typ.
(18" max. for traveled way greater than 48' only)

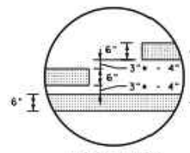
* 2" minimum for restripe projects when approved by the Engineer.
** 8" minimum for restripe projects when approved by the Engineer.



TYPICAL MULTI-LANE, TWO-WAY PAVEMENT
MARKINGS THROUGH INTERSECTIONS



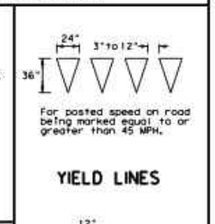
TWO LANE TWO-WAY ROADWAY
WITH OR WITHOUT SHOULDERS

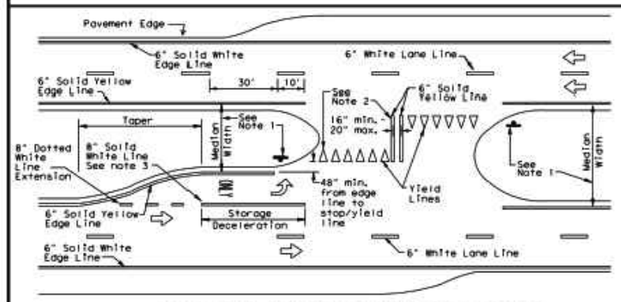


18" min. - 20" max.
(16" minimum for restripe projects when approved by the Engineer.)

DETAIL "B"

* 2" minimum for restripe projects when approved by the Engineer.





FOUR LANE DIVIDED ROADWAY CROSSOVERS

NOTES

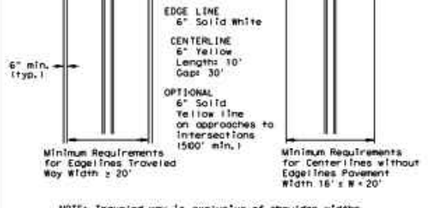
1. Where divided highways are separated by median widths at the median opening itself of 30 feet or more, median openings shall be signed as two separate intersections. Each median opening has two width measurements, with one measurement for each approach. The narrow median width will be the controlling width to determine if signs are required. Yield signs are the typical intersection control. Stop signs and stop bars are optional as determined by the Engineer.
2. Install median striping (double yellow centerlines and stop lines/yield lines) when a 50' or greater median centerline can be placed. Stop lines shall only be used with stop signs. Yield lines shall only be used with yield signs.
3. Length of turn bays, including taper, deceleration, and storage lengths shall be as shown on the plans or as directed by the Engineer.

GENERAL NOTES

1. Edge line striping shall be as shown in the plans or as directed by the Engineer. The edge line should not be placed less than 6 inches from the edge of pavement. This distance may vary due to pavement raveling or other conditions. Edge lines are not required in curb and gutter sections of roadways.
2. The traveled way includes only that portion of the roadway used for vehicular travel. It does not include the parking lanes, sidewalks, berms and shoulders. The traveled ways shall be measured from the center of edge line to the center of edge line of a two lane roadway.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



NOTE: Traveled way is exclusive of shoulder widths. Refer to General Note 2 for additional details.

GUIDE FOR PLACEMENT OF STOP LINES, EDGE LINE & CENTERLINE
Based on Traveled Way and Pavement Widths for Undivided Roadways

Texas Department of Transportation | Traffic Safety Division Standard

TYPICAL STANDARD
PAVEMENT MARKINGS

PM(1)-22

FILE: pm1-22.dgn | DN: | CK: | DW: | CK:
©TxDOT December 2022 | CONT | SECT | JOB | HIGHWAY
REVISIONS
11-78 8-00 6-20
8-95 5-03 12-22
5-00 2-12
DIST | COUNTY | SHEET NO.

DATE:
FILE:

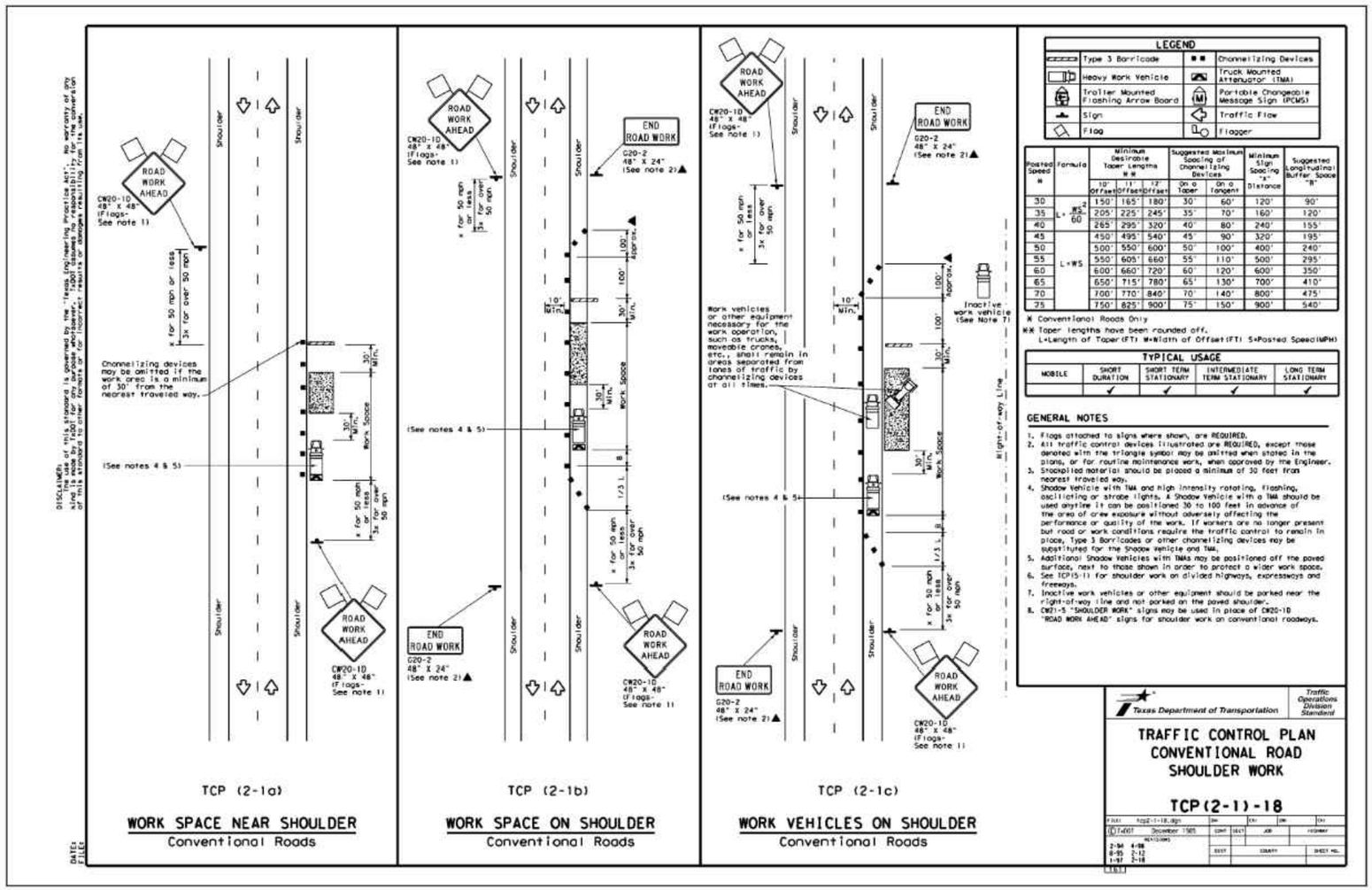
SUN STAR SERVICES, LLC
400 WIMBERLEY OAKS DRIVE, WIMBERLEY, TX 78676
PHONE: (512) 618-5150
EMAIL: LESTELLA@SUNSTARSERVICES.GURU
TBPE REG. NO. F-17453

DESCRIPTION:
PROJECT NAME: CR 255 RONALD REAGAN BLVD WILLIAMSON COUNTY
SHEET NAME: TRAFFIC CONTROL PLAN TXDOT STANDARD NOTES & DETAILS
APPROVED BY:

DATE:
DRAWN BY: MB
PROJECT NO: 25155
CITY JOB NO:

REVISION:
SHEET: 18 OF 19

14 OF 15



LEGEND

	Type 3 Barricade	■■	Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	(M)	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths * * 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45		450'	495'	540'	45'	90'	320'	195'
50	L=WS	500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only
* * Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE

MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓	✓	✓

GENERAL NOTES

1. Flags attached to signs where shown, are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated in the plans, or for routine maintenance work, when approved by the Engineer.
3. Stockpiled material should be placed a minimum of 30 feet from nearest traveled way.
4. Shadow Vehicle with TMA and high intensity rotating, flashing, oscillating or strobe lights. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect a wider work space.
6. See TCP(5-1) for shoulder work on divided highways, expressways and freeways.
7. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
8. CW21-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

Texas Department of Transportation — Traffic Operations Division Standard

TRAFFIC CONTROL PLAN
CONVENTIONAL ROAD
SHOULDER WORK

TCP(2-1)-18

FILE: tcp2-1-18.dgn	DN:	CK:	DW:	CK:
©TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS				
2-94 4-98	DIST	COUNTY		SHEET NO.
8-95 7-13				
1-97 2-18				

SUN STAR SERVICES, LLC
400 WIMBERLEY OAKS DRIVE, WIMBERLEY, TX 78676
PHONE: (512) 618-5150
EMAIL: LESTELLA@SUNSTARSERVICES.GURU
TBPE REG. NO. F-17453

REVISION: | DATE: | DESCRIPTION: | APPROVED BY:

PROJECT NAME:
CR 255
RONALD REAGAN BLVD
WILLIAMSON COUNTY

SHEET NAME:
TRAFFIC CONTROL PLAN
TXDOT
STANDARD NOTES & DETAILS
15 OF 15

DRAWN BY: MB
PROJECT NO: 25155
CITY JOB NO:
SHEET: 19 OF 19

Commissioners Court - Regular Session **67.**

Meeting Date: 09/09/2025

RM 2243 – Standard Utility Agreement with Pedernales Electric Cooperative (PEC)

Submitted By: Julissa Romero, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding the Standard Utility Agreement with PEC for utility relocations on the RM 2243 Project, a Road Bond Project in Commissioner Precinct 2.

Background

PEC has existing facilities in conflict with the RM 2243 Project. The Standard Utility Agreement for the relocations is for a total amount of $292,885.85. PEC is 90.91% eligible for reimbursement. The total anticipated reimbursement to PEC by the County is $292,885.85 (90.91% of $322,171.21). Project: P326 Funding Source: 2019 Road Bond

---

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RM2243-PEC SUA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/02/2025 10:28 AM
Form Started By: Julissa Romero		Started On: 08/29/2025 08:49 AM
Final Approval Date: 09/02/2025		

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into and effective the day of _____, 2025, by and between Pedernales Electric Cooperative (hereinafter referred to as "Utility"), and Williamson County, Texas, (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, Utility is the owner of certain Overhead Electric Utility Lines and Utility Poles (herein called Facilities).

WHEREAS, County desires to construct proposed RM 2243 / Hero Way – Phase 1 from 183A to 910 Feet West of Escalera Parkway (hereinafter called "Project") and make improvements to Project as shown on plans submitted to Utility;

WHEREAS, to accommodate the Project, County desires Utility to perform certain facility modification/relocation work herein referred to as the "Work" and described as follows:

- Relocating exisiting overhead poles from exisiting easement, installing guy wires and anchors to resolve conflicts with Williamson County Road improvements within public right of way, install and remove appurtenances, perform vegetation clearing, bracing and supporting existing poles during roadway excavation, and conduct traffic control.
- County will reimburse Utility for labor and materials.
- Upon completion of the project, the contractor will provide as-built drawing of the relocation to the Utility and County

WHEREAS, Utility, under the terms hereinafter stated, has evaluated the Project and is willing to perform Work to its Facilities to accommodate the Project, provided the County reimburses Utility for 100% of its eligible costs for labor and materials to do the Work.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, Utility agrees to perform the Work and permit the Project subject to the following terms and provisions:

1. County agrees that the description of the Work listed above contains a complete representation of the Work requested of Utility to accommodate the Project.

2. County shall, at its own expense, inspect the Work by Utility hereunder, to assure itself that the Work is being performed in compliance with the standards of County.

3. Though this agreement is based on the proposed "Good Faith Estimate" herein referred to as the "Estimate" listed below: (See Attachment "A" for detailed estimate)

   Phase 1A – PEC Part 1 Relocation Work (WO# 167476):
   Estimated 3 Poles and 186 Linear Feet of underground Electric Distribution defined as Work = $322,171.22

   County agrees to bear 100% of the eligible costs incurred by Utility relating to the Work. Final

eligible costs may be more or less than the Estimate, which shall not be construed as a limitation of costs for such Work. County recognizes that Utility may use one or more contractors to perform the Work.

4. Upon completion of said Work, Utility shall make an accounting of final costs and provide County an invoice of the same. The final eligible cost may be greater or less than the Estimate and County shall be liable to Utility for 100% of the eligible final cost. After receipt and approval of invoice, County shall pay the full amount within 30 days.

5. County shall perform all operations and construction activities below or adjacent to the Facilities in a workmanlike and safe manner and in conformance with all applicable industry and governmental standards and conditions that may be imposed by Utility from time to time. No construction activity by County shall be performed under, across, or adjacent to the Facilities until the Work of Utility has been completed.

6. Notice shall be given to Utility by County, at least 48 hours in advance of commencement of any construction activity on or adjacent to the Facilities, excepting only cases of emergency. Said notice shall be given to Texas One-Call: 1-800-245-4545. In the event County breaches any of the terms, covenants or provisions of this Agreement and Utility commences litigation to enforce any provisions of this Agreement, the cost of attorneys' fees, interest and the attendant expenses will be payable to Utility by County upon demand.

7. To the fullest extent permitted by law, the County shall indemnify, save, hold harmless, and at Utility's option, defend Utility and its affiliated companies and their directors, officers, employees and agents from any and all claims, demands, cost (including reasonable attorney and expert witness fees and court costs), expenses, losses, causes of action (whether at law or in equity), fines, civil penalties, and administrative proceedings for injury or death to persons or damage or loss to property or other business losses, including those made or incurred by Utility or its directors, officers, employees, or agents and including environmental damage in any way arising from or connected with the existence, construction, operation, maintenance, removal or other operations arising out of the Work as described in this Agreement and the construction, operation and/or use of the Project by County, except those arising from Utility's sole negligence.

8. This Agreement supersedes every antecedent or concurrent oral and/or written declaration and/or understanding pertaining to the Work or construction activity by and between Utility and County.

9. As soon as possible after the document is prepared, Utility and County shall sign a Utility Joint Use Agreement and make a part hereof.

10. **County to Obtain Replacement Easements.** The County agrees to acquire at its own expense all necessary and eligible replacement easements required by the Utility for the relocation of Utility facilities which are as shown in the Plans and approved by County for acquisition, or as otherwise identified on Attachment “G” hereto. This Agreement specifically allows the County’s right-of-way attorneys to acquire replacement easements by eminent domain, if necessary, on behalf of the Utility. The form of the replacement easement shall be approved by the Utility prior to acquisition (or shall be otherwise as shown in Attachment “H” hereto). Any replacement easements not

otherwise acquired in the name of the Utility shall be assigned by the County to the Utility upon completion of the Relocation Project.

Unless an item below is stricken and initialed by the County and Utility, this agreement in its entirety consists of the following:

1. Utility Agreement - Wilco –U-35 – 100% County – Off System
2. Plans, Specification, and Estimated Costs (Attachment "A")
3. Utility's Schedule of Work and Estimated Date of Completion (Attachment "B")
4. Eligibility Ratio (Attachment "C")
5. Betterment Calculation and Estimates (Attachment "D")
6. Proof of Property Interest – ROW-U-1A (Attachment "E")
7. Wilco-U-80A – Joint Use Agreement (Attachment "F")
8. Eligible Replacement Easement Identification Exhibit (Attachment "G")
9. Eligible Replacement Easement Form (Attachment "H")

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year below.

UTILITY

Utility: Pedernales Electric Cooperative
Name of Utility

By: _____
Authorized Signature

VANCE HOY
Print or Type Name

Title: PLANNING + DESIGN MANAGER

Date: 8-19-2025

APPROVED
By Christen Eschberger at 3:15 pm, Aug 28, 2025

WILLIAMSON COUNTY

By: _____
Authorized Signature

Steven Snell
Print or Type Name

Title: Williamson County Judge

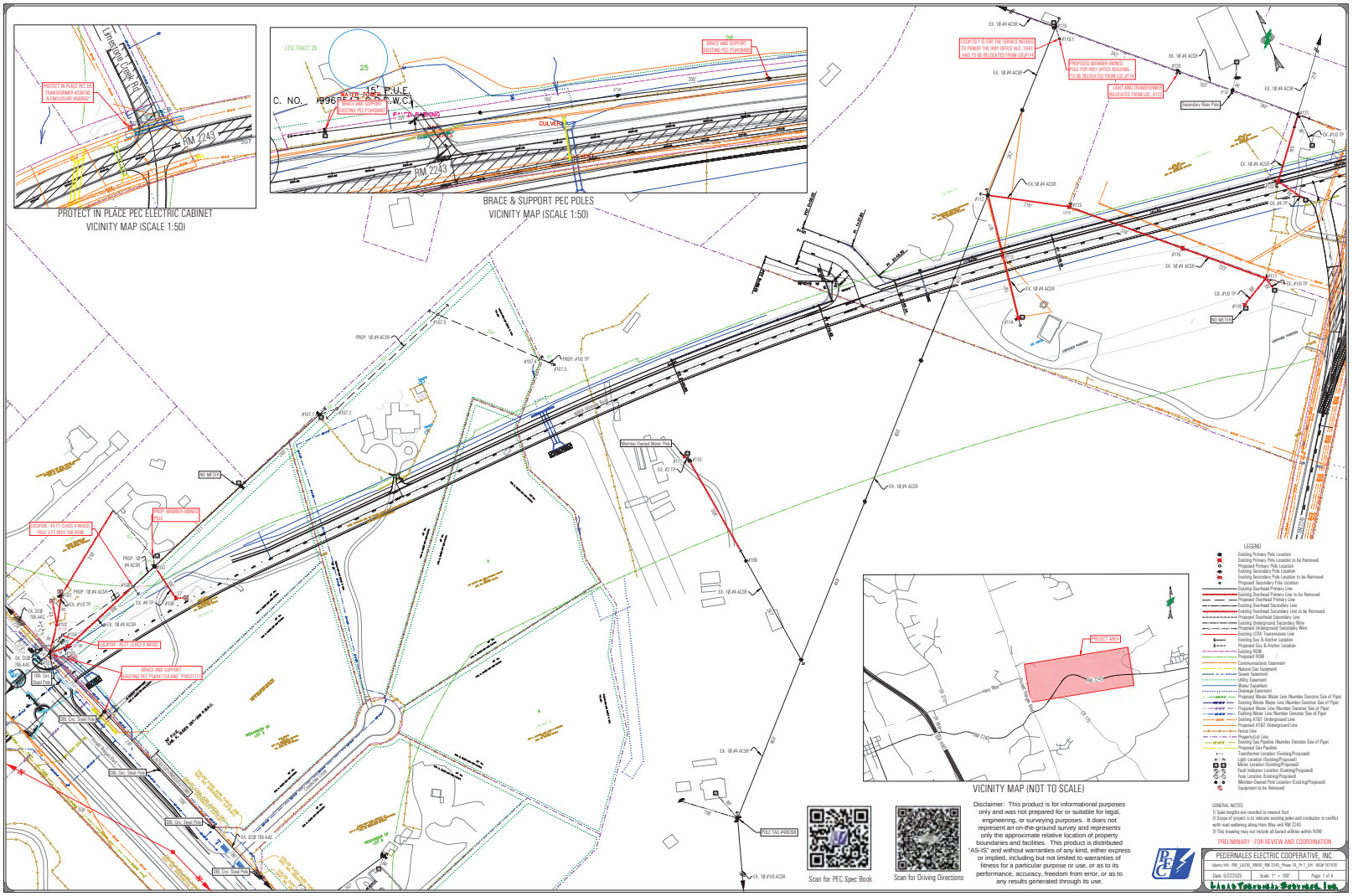
Date: _____

RM 2243 (183A to Garey Park)
P326

REVIEWED
By Eddie Church, P.E. at 2:09 pm, Aug 27, 2025

Attachment A

Plans, Specifications, and Estimated Costs



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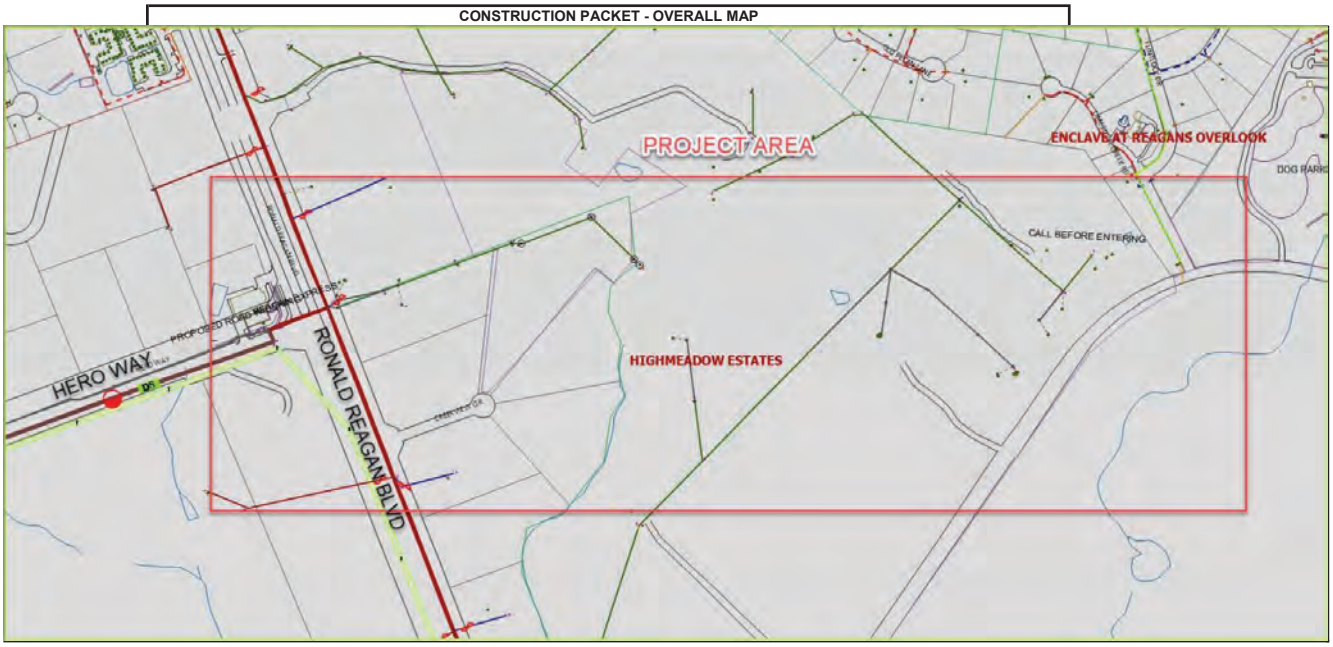
Pedernales Electric Cooperative

CONSTRUCTION PACKET - MAP SKETCH Printed: 5/22/2025

X Coordinate:	0	Description:			
Y Coordinate:	0	RELOCATE AND REMOVE 1Ø POWERLINE IN COORDINATION WITH WILLIAMSON COUNTY HERO WAY		WO Number:	167476
GPS N				Design Name:	RW_LA250_RM50_FM2338 TO 183A _GAREY P1
GPS W					
County:	WILLIAMSON	Job Site:		Name & Address:	
City	LEANDER	LOC #101 PT #247724 - LOC #124 PT #486309			
Substat:	RIDGEMAR T1			USC Location:	0
Feeder:	RM50	Date Letter Sent:			
Subdivision:		Amount Due:			
Phase:	C	Date Payment Recd:		Main Phone:	
		Amount Recd:		Business Phone:	
Sect:		Directions:		Cell Phone:	
Lot:		AT RONALD REAGAN AND HERO WAY NEAR 7200 RM 2243		Appl Date:	10/18/2023
Block:				Released:	
One Call:					
One Call:				Staked By:	LTSI
1 Tel Co:					
Communications:		Comments:			
Communications:		FM 2338/HERO WAY PHASE 1A PART 1 OF 5		Voltage/Phase:	14.4 / C
1 Gas Co:					
1 CATV:					
1 Water:					
1 Wastewater:		Eas Rec:		Completed By:	

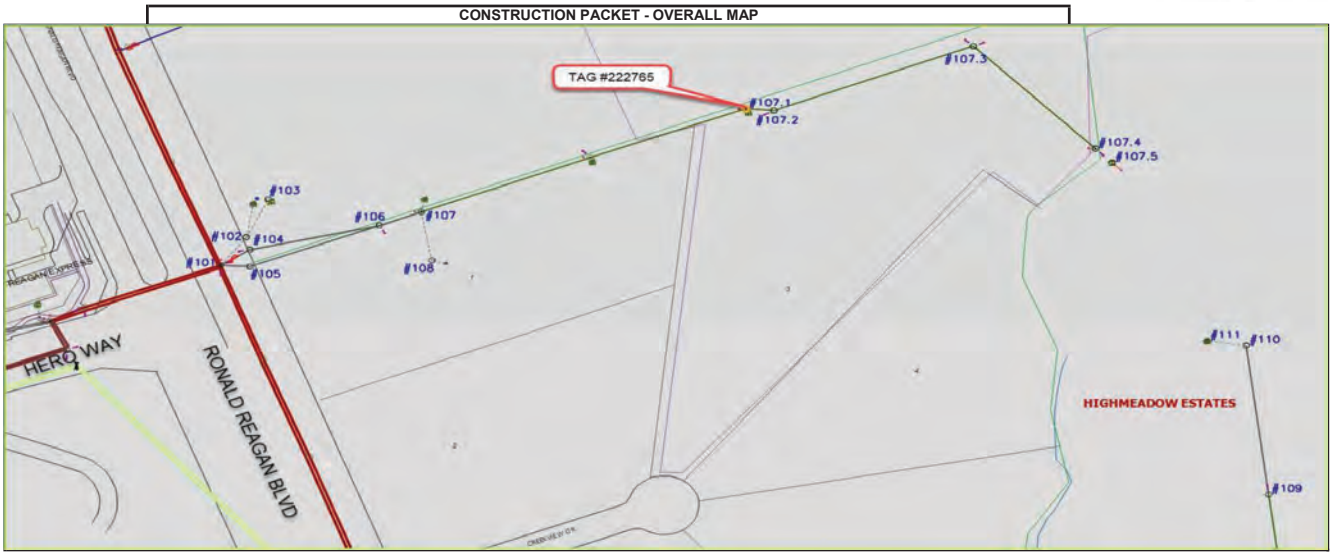
Pedernales Electric Cooperative

CONSTRUCTION PACKET - OVERALL MAP



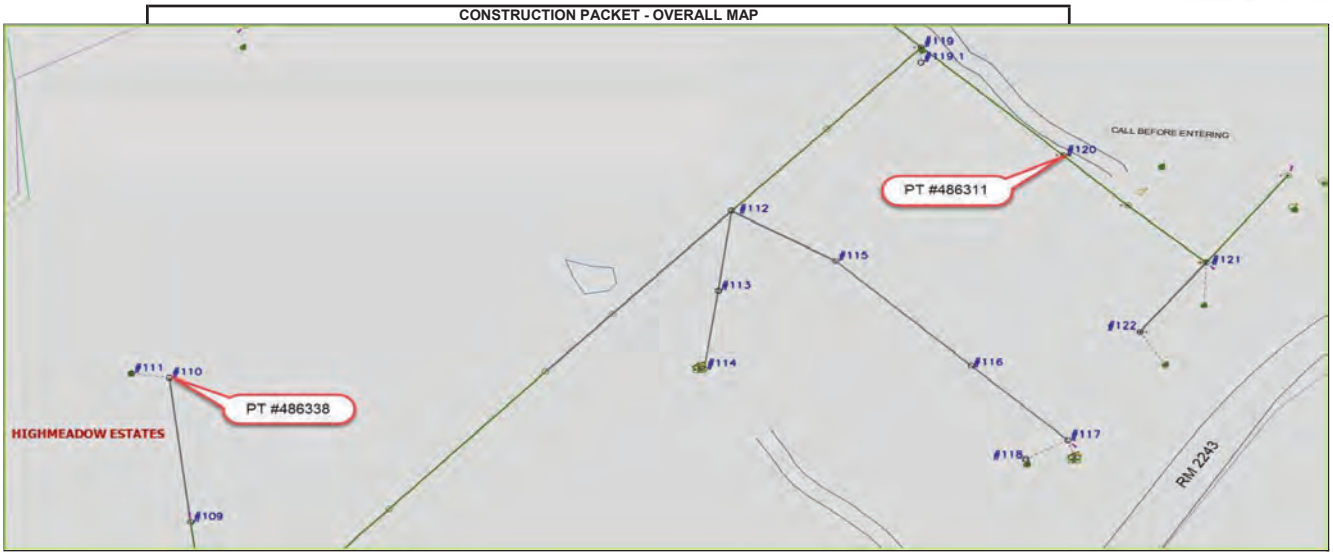
Pedernales Electric Cooperative

CONSTRUCTION PACKET - OVERALL MAP



Pedernales Electric Cooperative

CONSTRUCTION PACKET - OVERALL MAP



Williamson County RM2243 / Hero Way -PH1A
PEC Relocation Estimate - Part 1 (WO 167476)

	Line Item/Item Description	Unit	Quantity	$/Unit	Total
	Lamar Technical Services, Inc.				
1	Administrative - Technician I	HR	106.00	$117.00	$12,402.00
2	Data Collection - Technician I	HR	212.00	$117.00	$24,804.00
3	Data Collection - Technician III	HR	212.00	$59.00	$12,508.00
4	Design - Technician I	HR	89.00	$117.00	$10,413.00
5	Design - Technician III	HR	89.00	$59.00	$5,251.00
6	Easement - Technician I	HR	104.00	$117.00	$12,168.00
7	Permitting - Technician I	HR	60.00	$117.00	$7,020.00
8	Permitting - Technician III	HR	60.00	$59.00	$3,540.00
9	Project Management - Technician I	HR	208.00	$117.00	$24,336.00
10	Staking - Technician I	HR	106.00	$117.00	$12,402.00
11	Staking - Technician III	HR	106.00	$59.00	$6,254.00
12				25% Incidentals	$32,774.50
				Subtotal - Lamar Technical Services, Inc.	**$163,872.50**
	Pedernales Electric Cooperative, Inc.				
13	A4 - 1Ph Large Angle	EA	1.00	$516.49	$516.49
14	A5 - 1Ph Deadend	EA	2.00	$290.76	$581.51
15	A5-1 - 1Ph Tap off of a 1Ph pole	EA	1.00	$370.54	$370.54
16	A5-2A - 1Ph Tap off a Multi-Phase pole existing	EA	1.00	$419.34	$419.34
17	A6 - 1Ph Double Deadend	EA	3.00	$603.21	$1,809.63
18	E1-2 - Un-grounded Single Down Guy 12FT	EA	8.00	$329.09	$2,632.72
19	F1-3 - Anchor 3/4"x8' Rod 10k Pound Anchor	EA	8.00	$434.47	$3,475.77
20	K18 - LO: Service Assembly Eye Bolt	EA	3.00	$108.38	$325.13
21	M2-2 - Pole Grnd Butt Plate NESC "Made Ground"	EA	5.00	$288.86	$1,444.28
22	M42-11 - Deadend Assembly #4 or #1-0 ACSR	EA	23.00	$185.87	$4,275.00
23	M42-11.1 - Deadend Assembly #4 or #1-0 ACSR with b	LF	1.00	$208.19	$208.19
24	M5-2 - Pole top pin and insulator	LF	4.00	$139.31	$557.25
25	M5-4 - DA Bolt Adapter - side insul pole jumper	EA	1.00	$132.57	$132.57
26	O1-0 ACSR - OH Conductor 1-0 ACSR	EA	1983.00	$1.96	$3,879.58
27	O1-0 TP - OH Service Conductor 1-0 Triplex	EA	90.00	$6.07	$546.33
28	O2 TP - OH Service Conductor Triplex	EA	36.00	$5.77	$207.89
29	P45-3 - Pole 45 Ft Class 3 Wood	EA	3.00	$1,731.17	$5,193.50
30	P45-4 - Pole 45 Ft Class 4 Wood	EA	2.00	$1,641.38	$3,282.75
31	POLE SET - 7.5 CUB - Pole Set - 7.5 cubic ft	EA	1.00	$21.68	$21.68
32	VG10 - Tran OH 14.4 120/240 10 1 Bush	EA	1.00	$2,264.03	$2,264.03
33	2001287 - Wire ACSR 1/0	EA	-0.50	$0.44	-$0.22
34	A1 - 1Ph Tangent Single Support	EA	3.00	$151.73	$455.18
35	A2 - 1Ph Small Angle	EA	1.00	$195.08	$195.08
36	A5 - 1Ph Deadend	EA	1.00	$151.73	$151.73
37	A5-1N - 1Ph Tap off of a 1Ph pole Less Neutral	EA	3.00	$151.73	$455.18
38	A5-2A - 1Ph Tap off a Multi-Phase pole existing	EA	1.00	$195.08	$195.08
39	A5-3 - 1Ph Tap off an Existing Bolt	EA	1.00	$173.40	$173.40
40	A5-3N - 1Ph Tap off an Existing Bolt Less Neutra	EA	1.00	$151.73	$151.73
41	A5N - 1Ph Deadend Less Neutral	EA	4.00	$173.41	$693.64
42	E1-1 - Grounded Single Down Guy	EA	7.00	$173.41	$1,213.84
43	E1-2 - Un-grounded Single Down Guy 12FT	EA	1.00	$173.40	$173.40
44	F1-3 - Anchor 3/4"x8' Rod 10k Pound Anchor	EA	8.00	$108.38	$867.04
45	G135 - 1Phase Transformer Pre-mounted arrester	EA	4.00	$86.70	$346.80
46	G15DV - Tran OH DV 120/240 15 1 Bush	EA	1.00	$585.26	$585.26
47	G25DV - Tran OH DV 120/240 25 1 Bush	EA	2.00	$585.25	$1,170.49
48	J6 - Sec or N Assemb Swinging Sec clevis	EA	8.00	$86.71	$693.64
49	K11 - Svc Assembly Swinging Secondary clevis	EA	3.00	$65.03	$195.08
50	K14 - Service Assembly Service Clevis	EA	4.00	$65.03	$260.10

Williamson County RM2243 / Hero Way -PH1A
PEC Relocation Estimate - Part 1 (WO 167476)

	Line Item/Item Description	Unit	Quantity	$/Unit	Total
51	K18 - LO: Service Assembly Eye Bolt	EA	1.00	$108.38	$108.38
52	KDHC - RO:Svc Assemb Wedge Clamp w/ drive hook	EA	2.00	$21.68	$43.35
53	M2-1 - Pole Ground Driven Ground Rod	EA	1.00	$108.38	$108.38
54	M2-12 - RO:Pole Protection Assembly Plate	EA	1.00	$108.38	$108.38
55	M2-2 - Pole Grnd Butt Plate NESC "Made Ground"	EA	6.00	$108.38	$650.29
56	M2-9 - Pole ground wire from neutral to pole to	EA	2.00	$21.68	$43.35
57	M26-5 - RO:Security Light MV	EA	1.00	$411.83	$411.83
58	M42-11 - Deadend Assembly #4 or #1-0 ACSR	EA	1.00	$86.70	$86.70
59	M42-11.1 - Deadend Assembly #4 or #1-0 ACSR with b	EA	5.00	$86.70	$433.50
60	M42-13 - Deadend Assembly #336	EA	4.00	$86.70	$346.80
61	M5-2 - Pole top pin and insulator	LF	1.00	$65.03	$65.03
62	M5-23.1.1 - Stirrup Hot Line #4 or #1/0	LF	2.00	$43.35	$86.70
63	M8-10 - LO: Meter Loop Underground Service	LF	3.00	$325.14	$975.41
64	O1-0 TP - OH Service Conductor 1-0 Triplex	LF	354.00	$2.82	$997.52
65	O2 TP - OH Service Conductor Triplex	LF	68.00	$2.17	$147.41
66	O336 AAC - OH Conductor 336 Aluminum	EA	108.00	$2.17	$234.11
67	O4 ACSR - OH Conductor 4 ACSR	EA	3647.00	$0.65	$2,371.56
68	O4 TP - OH Secd Conductor 4 Triplex	EA	209.00	$2.17	$453.03
69	P30-4 - Pole 30 Ft Class 4 Wood - removal	EA	2.00	$346.82	$693.64
70	P30-5 - Pole 30 Ft Class 5 Wood - removal	EA	2.00	$346.82	$693.64
71	P35-4 - Pole 35 Ft Class 4 Wood - removal	EA	1.00	$368.48	$368.48
72	P35-5 - Pole 35 Ft Class 5 Wood - removal	EA	1.00	$368.48	$368.48
73	P40-4 - Pole 40 Ft Class 4 Wood - removal	EA	2.00	$411.85	$823.69
74	P40-5 - Pole 40 Ft Class 5 Wood - removal	EA	2.00	$411.85	$823.69
75	P45-3 - Pole 45 Ft Class 3 Wood - removal	EA	1.00	$476.85	$476.85
76	Switching Labor	HR	20.00	$685.00	$13,700.00
77	Pole Bracing	EA	150.00	$340.00	$51,000.00
78				Overhead - Labor	$22,434.72
				Subtotal - Pedernales Electric Cooperative	**$139,175.55**
	R.O.W				
79	Chipper Crew	HR	20.00	$235.00	$4,700.00
80	Dump Trailer Loads	EA	10.00	$250.00	$2,500.00
				Subtotal - ROW Services	**$7,200.00**
	AB Electric Services, LLC (Underground Construction)				
81	Parts & Materials - Conduit and Wire, concrete, misc. parts	EA	1.00	$3,350.00	$3,350.00
82	200 Amp 1Phase Meter Loop - AB Electric assembled	EA	1.00	$1,213.16	$1,213.16
83	Mini-Excavator (Usage on site)	EA	5.00	$100.00	$500.00
84	Labor Tech I	HR	20.00	$69.00	$1,380.00
85	Labor Tech II	HR	20.00	$89.00	$1,780.00
86	Project Manager	HR	20.00	$125.00	$2,500.00
87	Rock Saw Rental (Usage on site)	EA	10.00	$120.00	$1,200.00
				Subtotal - AB Electric Services, LLC	**$11,923.16**
				Project Total	**$322,171.21**
				Phase 1A Eligibility Ratio	**90.91%**
				Due by County to PEC (100% of Eligible Costs)	**$ 292,885.85**

Attachment B

Utility's Schedule of Work and Estimated Date of Completion

PEC Part 1 (WO# 167476) Relocation Schedule

Estimated Start Date: 9/15/2025

Estimated Completion Date: 10/17/2025

Attachment C

Eligibility Ratio

☐ On State and local projects, Texas Transportation Code section 203.092 provides that utility reimbursement for facility relocation is dependent upon whether the utility possesses a valid property interest. See Attachment "H" for proof of property interest, which is established at 100% eligible.

■ Eligibility Ratio Calculation Exhibit attached

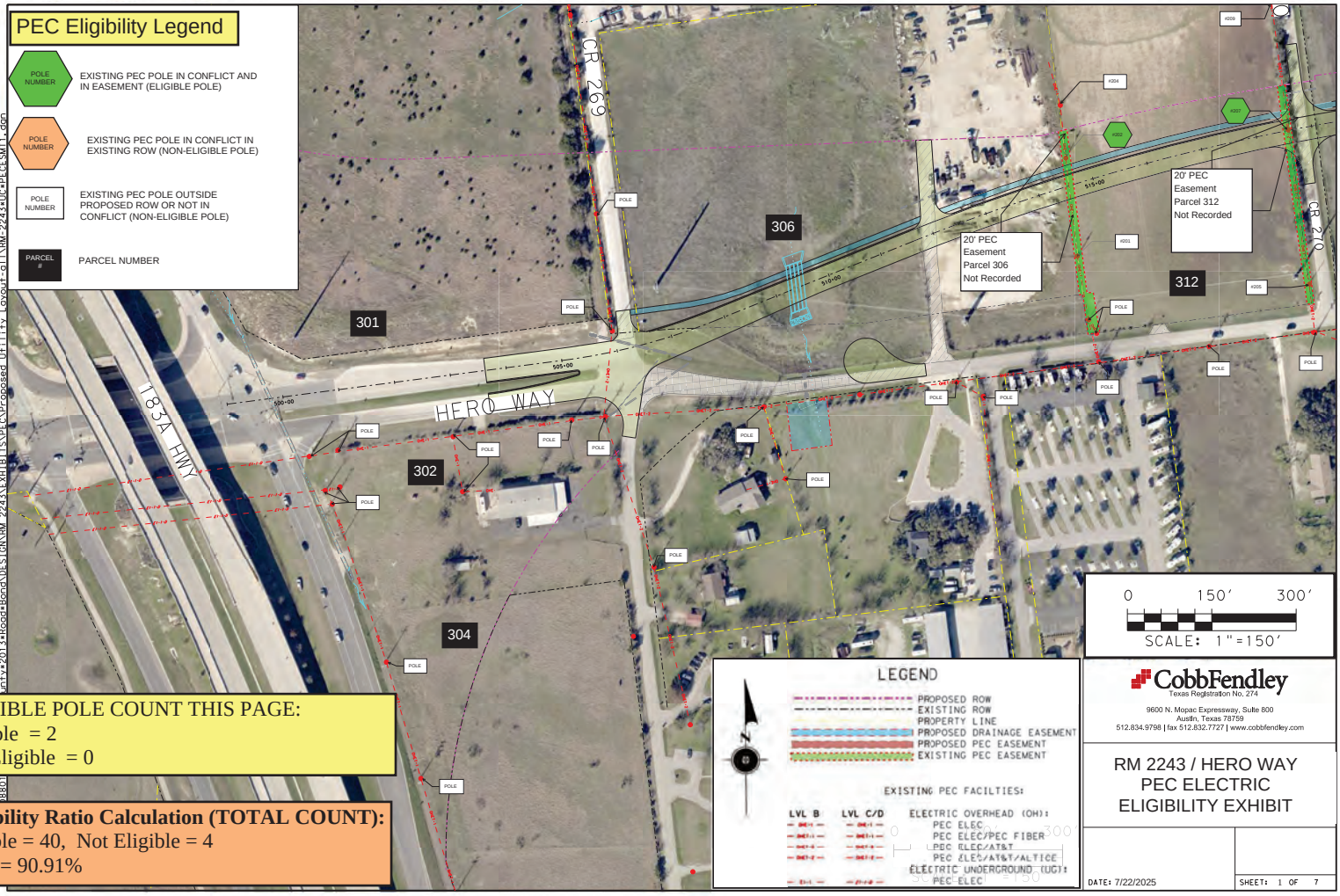
Eligibility Review - Poles that Conflict with RM 2243 / Hero Way Phase 1 Construction

Location Number	Station	Eligible for Reimbursement			Not Eligible for Reimbursement (in ROW)
		Facility on Private Property (Easement On File)	Facility in Public Utility Easement	Facility on Private Property (No Easement)	
202	514+65	✓			
207	518+58	✓			
318	541+41	✓			
319	541+48	✓			
320	543+36	✓			
321	545+30	✓			
322	547+27	✓			
326	547+14	✓			
327	549+44	✓			
328	551+10	✓			
329	551+48	✓			
332	552+66	✓			
333	552+73	✓			
334	554+31	✓			
335	555+86	✓			
336	556+75	✓			
340	558+56	✓			
341	558+24	✓			
342	559+82	✓			
343	560+34	✓			
422	561+23	✓			
423	561+53	✓			
424	563+49	✓			
425	566+19	✓			
426	568+45				✓
427	568+51	✓			
429	570+94				✓
430	573+40				✓
431	575+91	✓			
432	578+37	✓			
433	580+83	✓			
419	583+26	✓	✓		
434	583+32	✓			
102	586+83	✓			
103	587+35	✓			
105	586+77	✓	✓		

Eligibility Review - Poles that Conflict with RM 2243 / Hero Way Phase 1 Construction

Location Number	Station	Eligible for Reimbursement			Not Eligible for Reimbursement (in ROW)
		Facility on Private Property (Easement On File)	Facility in Public Utility Easement	Facility on Private Property (No Easement)	
108	589+80				✓
110	603+68	✓			
115	613+38	✓			
116	613+33	✓			
118	618+00	✓			
119	619+92	✓			
120	619+21	✓			
124	620+88	✓			
Totals		**40**	**0**	**0**	**4**

Eligible =	40
Non-Eligible =	4
GRAND TOTAL =	44
ELIGIBILITY RATIO =	**90.91%**



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Not Eligible = 0

Eligibility Ratio Calculation (TOTAL COUNT):
Eligible = 40, Not Eligible = 4
ER% = 90.91%

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RM 2243 / HERO WAY
PEC ELECTRIC
ELIGIBILITY EXHIBIT

DATE: 7/22/2025

SHEET: 1 OF 7

PEC Eligibility Legend

- POLE NUMBER — EXISTING PEC POLE IN CONFLICT AND IN EASEMENT (ELIGIBLE POLE)
- POLE NUMBER — EXISTING PEC POLE IN CONFLICT IN EXISTING ROW (NON-ELIGIBLE POLE)
- POLE NUMBER — EXISTING PEC POLE OUTSIDE PROPOSED ROW OR NOT IN CONFLICT (NON-ELIGIBLE POLE)
- PARCEL # — PARCEL NUMBER

0 150′ 300′
SCALE: 1"=150′

ELIGIBLE POLE COUNT THIS PAGE:
Eligible = 0
Not Eligible = 0

LEGEND

- PROPOSED ROW
- EXISTING ROW
- PROPERTY LINE
- PROPOSED DRAINAGE EASEMENT
- PROPOSED PEC EASEMENT
- EXISTING PEC EASEMENT

EXISTING PEC FACILTIES:

LVL B / LVL C/D
ELECTRIC OVERHEAD (OH):
PEC ELEC
PEC ELEC/PEC FIBER
PEC ELEC/AT&T
PEC ELEC/AT&T/ALTICE
ELECTRIC UNDERGROUND (UG):
PEC ELEC

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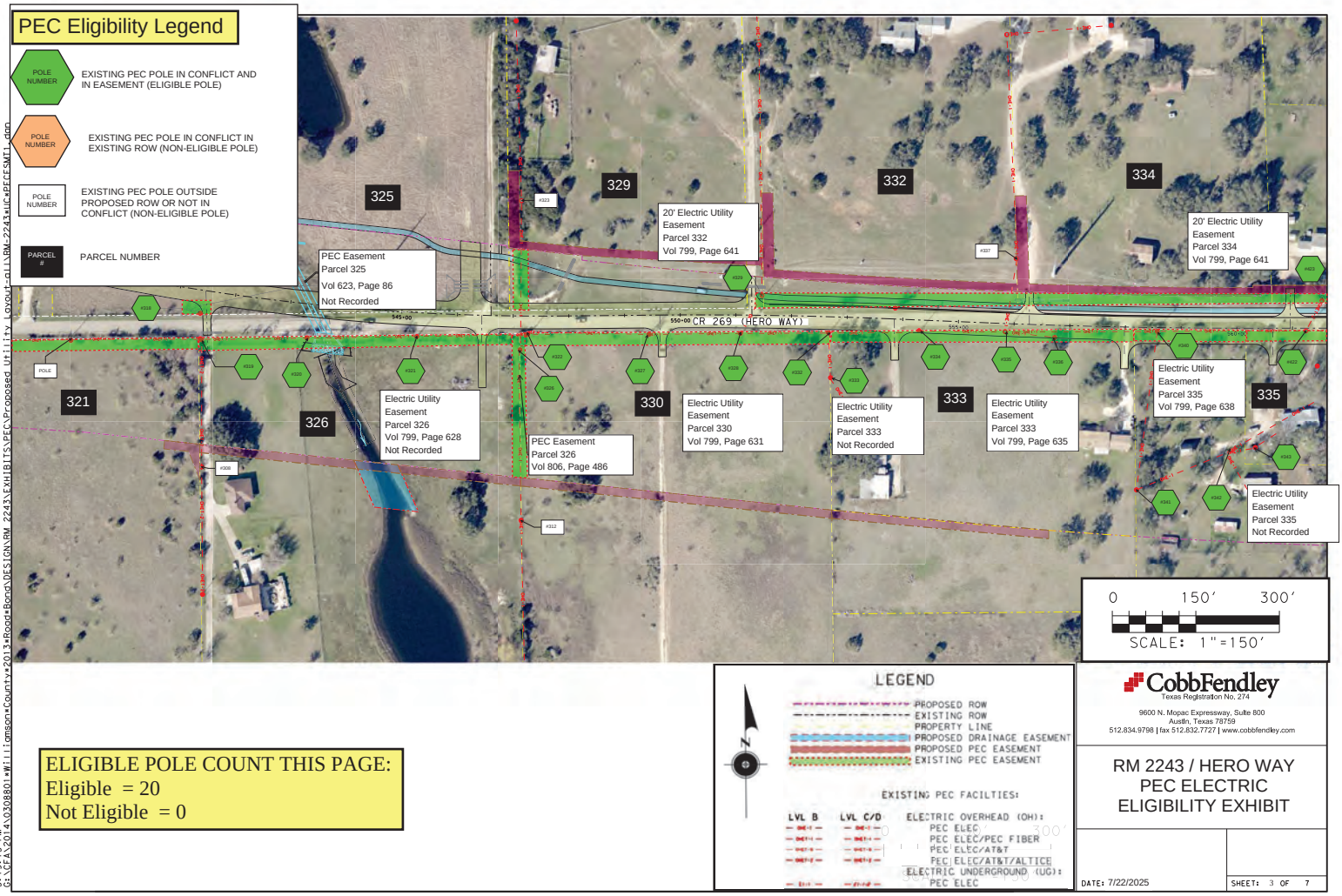

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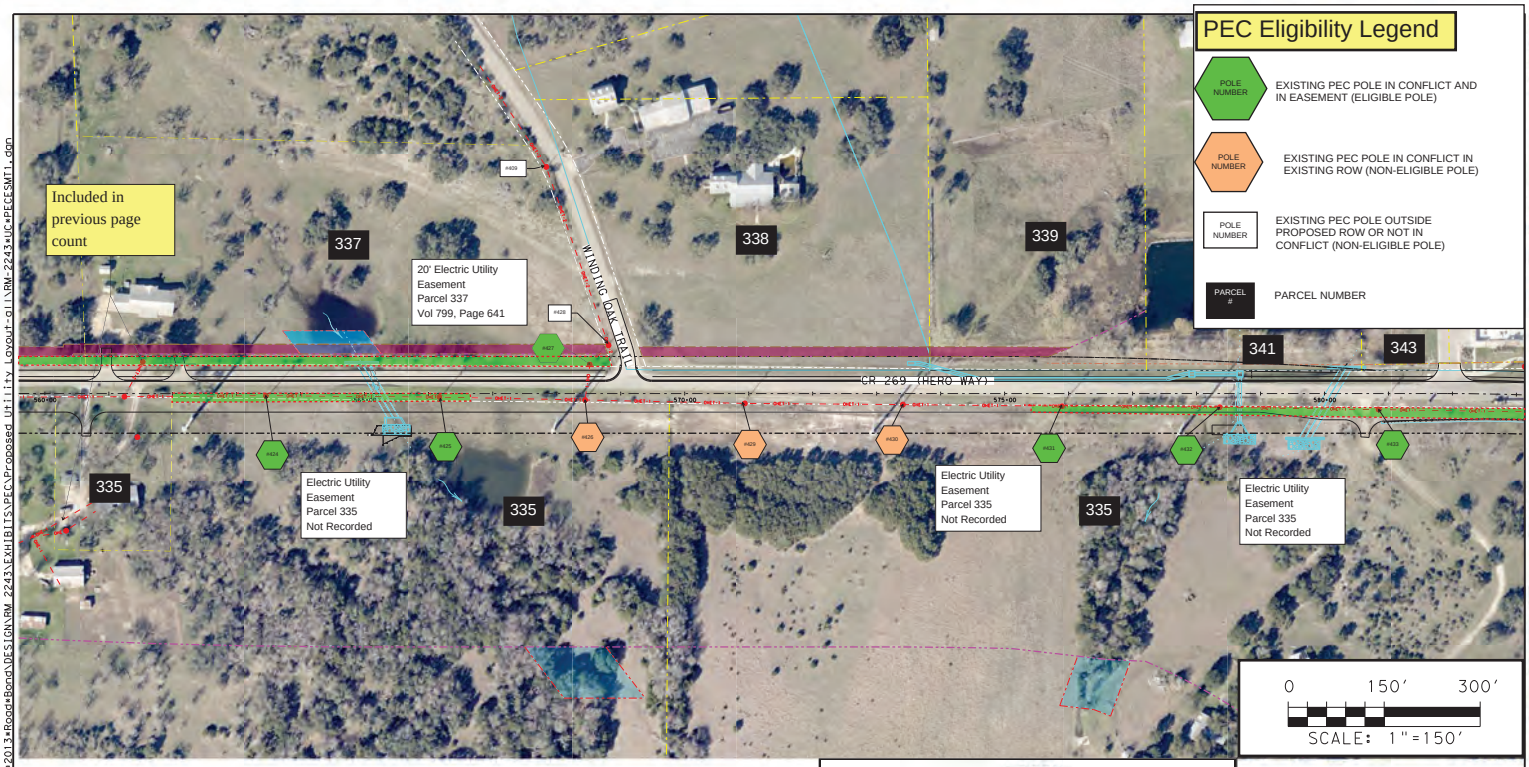

PEC Eligibility Legend

- POLE NUMBER — EXISTING PEC POLE IN CONFLICT AND IN EASEMENT (ELIGIBLE POLE)
- POLE NUMBER — EXISTING PEC POLE IN CONFLICT IN EXISTING ROW (NON-ELIGIBLE POLE)
- POLE NUMBER — EXISTING PEC POLE OUTSIDE PROPOSED ROW OR NOT IN CONFLICT (NON-ELIGIBLE POLE)
- PARCEL # — PARCEL NUMBER

0 150′ 300′

SCALE: 1"=150′

LEGEND

- PROPOSED ROW
- EXISTING ROW
- PROPERTY LINE
- PROPOSED DRAINAGE EASEMENT
- PROPOSED PEC EASEMENT
- EXISTING PEC EASEMENT

EXISTING PEC FACILITIES:

LVL B | LVL C/D

ELECTRIC OVERHEAD (OH):
- PEC ELEC
- PEC ELEC/PEC FIBER
- PEC ELEC/AT&T
- PEC ELEC/AT&T/ALTICE

ELECTRIC UNDERGROUND (UG):
- PEC ELEC

ELIGIBLE POLE COUNT THIS PAGE:
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Not Eligible = 3

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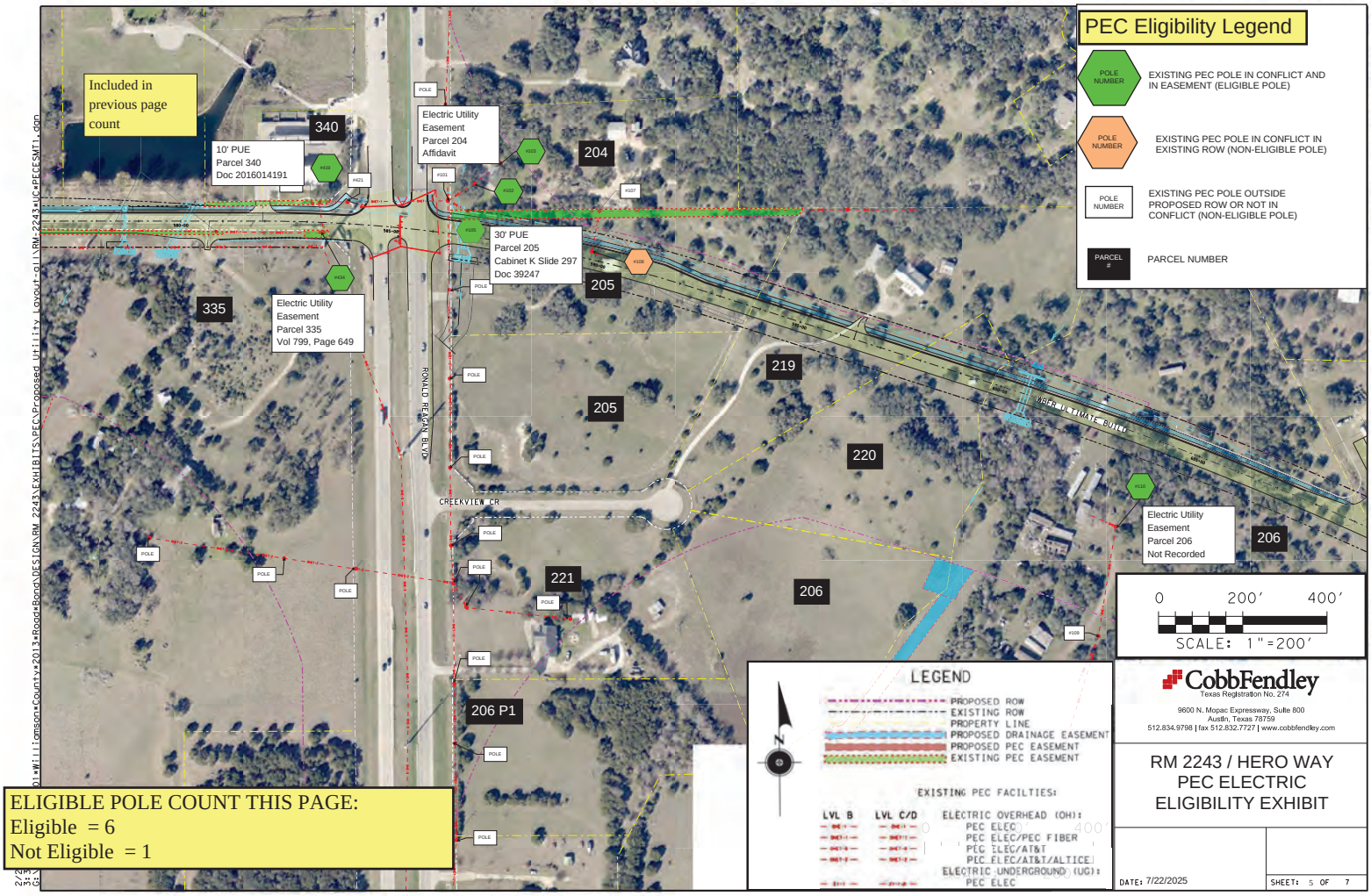
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POLE NUMBER
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POLE NUMBER
EXISTING PEC POLE OUTSIDE PROPOSED ROW OR NOT IN CONFLICT (NON-ELIGIBLE POLE)
PARCEL #
PARCEL NUMBER
Included in previous page count
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10' PUE
Parcel 340
Doc 2016014191
Electric Utility Easement
Parcel 204
Affidavit
204
30' PUE
Parcel 205
Cabinet K Slide 297
Doc 39247
205
335
Electric Utility Easement
Parcel 335
Vol 799, Page 649
ROUND HEAD BLVD
CREEKVIEW CR
219
205
220
UNDER ULTIMATE BUILD-
Electric Utility Easement
Parcel 206
Not Recorded
206
221
206
206 P1
0 200' 400'
SCALE: 1"=200'
LEGEND
PROPOSED ROW
EXISTING ROW
PROPERTY LINE
PROPOSED DRAINAGE EASEMENT
PROPOSED PEC EASEMENT
EXISTING PEC EASEMENT
EXISTING PEC FACILITIES:
LVL B
LVL C/D
ELECTRIC OVERHEAD (OH):
PEC ELEC
PEC ELEC/PEC FIBER
PEC ELEC/AT&T
PEC ELEC/AT&T/ALTICE
ELECTRIC UNDERGROUND (UG):
PEC ELEC
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Not Eligible = 1
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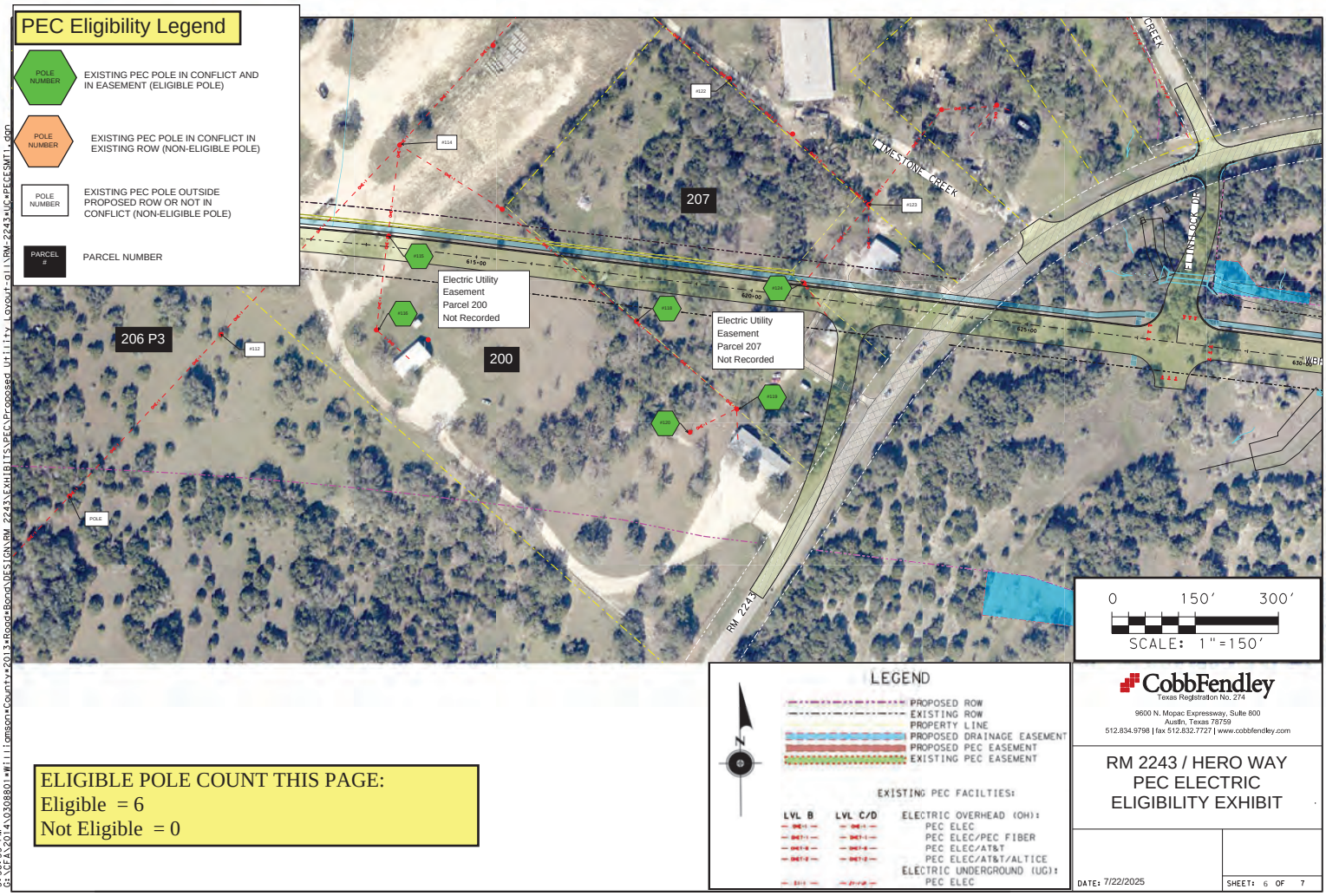
DATE: 7/22/2025
SHEET: 5 OF 7



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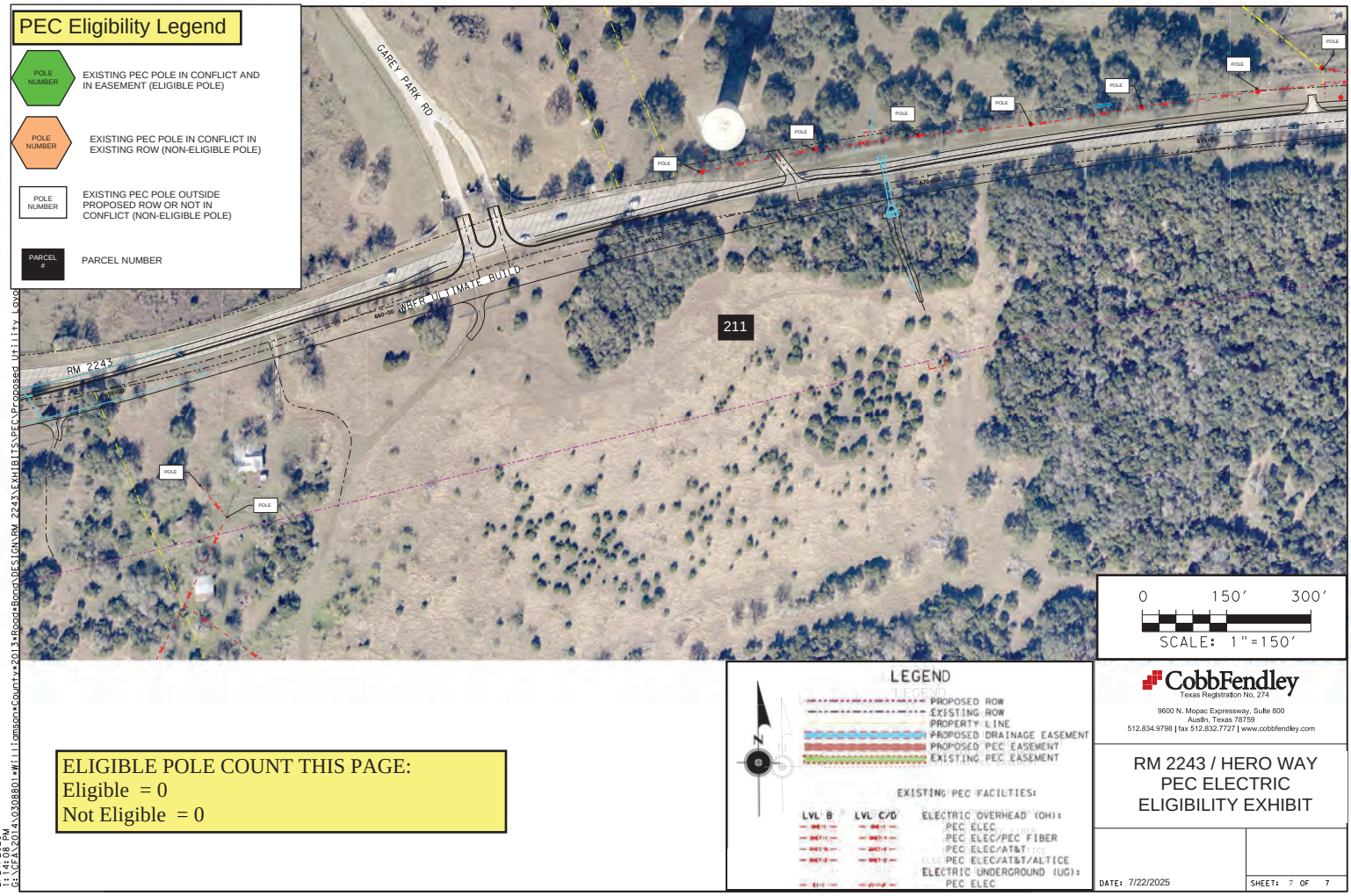

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LEGEND

PROPOSED ROW
EXISTING ROW
PROPERTY LINE
PROPOSED DRAINAGE EASEMENT
PROPOSED PEC EASEMENT
EXISTING PEC EASEMENT

EXISTING PEC FACILITIES:

LVL B	LVL C/D	
		ELECTRIC OVERHEAD (OH):
		PEC ELEC
		PEC ELEC/PEC FIBER
		PEC ELEC/AT&T
		PEC ELEC/AT&T/ALTICE
		ELECTRIC UNDERGROUND (UG):
		PEC ELEC

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Attachment D

Betterment Calculation and Estimates

■ Betterment does not exist in this agreement.

Note: Forced betterment does exist to comply with published current design practice followed by the utility in its own work (support documentation is attached).

☐ Betterment Calculation attached.

Forced Betterment Statement:

The standard primary pole size for PEC Liberty Hill is a P45-3. See next page for support documentation.

Overhead

- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- P50-1 for three phase running along highways *(use larger classes for areas with multiple comm. providers)*. 336 minimum if along highway. If potential double circuit, install P55-1 with 795.
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]

Pole Sizes

- The standard primary pole size is p45-3 (single line extension)
- Primary along a major roadway p55-1
- Standard Service Pole p35-4, p40-4
- Typical stocked sizes include p35-4, p40-4, p45-3, p45-1, p50-1, p50-3, p55-1, and p60-1

Attachment E

Proof of Property Interest

FM 269 INVESTORS LLC
PARCEL 306
LTSI TRACT 5B
Loc. #202

ELECTRIC UTILITY EASEMENT

ENTERED SEP 3 0 1997

F TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF Williamson

57-19-402 26-02

THAT Michael S. Heyl and of Travis County, Texas, for and in consideration of ONE DOLLAR ($1.00) to me (us) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas (hereinafter called the "Cooperative"), have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Cooperative, an easement and right-of-way as hereinafter described for an electric transmission and/or distribution line, consisting of variable number of wires, and all necessary or desirable appurtenances (including towers, H-frames or poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), over, across and upon the following described lands located in Williamson County, Texas, to-wit:

Being 10 Acres of land out of and being part of Talbot Chambers Survey number A-125, situated in Williamson County, Texas, said 10 Acres being more particular described as being a portion of that certain tract of land found in Volume 2147 Page 836, of the Williamson County, Texas Deed Records and adopted herein for all descriptive purposes. This particular tract of land located approximately ____ miles from the town of Leander, Texas.

Easement of right-of-way herein granted shall consist of a strip of land 20 feet in width for electric lines and in addition a 10 feet width and as needed length for guy wires as needed for construction on grantors properties.

CP979-495-A

Location of the right-of-way hereby conveyed is shown on plat attached hereto marked Exhibit A and included herein by reference.

Together with the right of ingress and egress over my (our) adjacent lands to or from said right of way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto the said Cooperative, it's successors and assigns, until said line shall be abandoned.

And I (we) do hereby bind myself (ourselves), my (our) heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Cooperative, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS Michael S. Hey hand(s) this 18 day of August 1997

Hey

Michael

---NOTARIZE ON BACK---

THE STATE OF TEXAS

COUNTY OF Travis

BEFORE ME, the undersigned authority, on this day personally appeared Michael S. Heyl (Name), President (Title), of the Michael S. Heyl Construction Inc. (Organization), known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of the Michael S. Heyl Construction Inc. (Organization), as President (Title), thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18 day of August, 1997.

Patricia J. Fairfield

Notary Public in and for

Travis, County, Texas

PATRICIA J. FAIRFIELD
NOTARY PUBLIC
State of Texas
Comm Exp 05-23-99

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

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

_____

Notary Public in and for

_____, County, Texas

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

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

_____

Notary Public in and for

_____, County, Texas

VELCHOFF
PARCEL 312
LTSI TRACT 6B
Loc. #205, 207

1351-6111-00

ELECTRIC UTILITY EASEMENT

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF

THAT James Velchoff & Velchoff and _____ of _____ County, Texas, for and in consideration of ONE DOLLAR ($1.00) to me (us) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas (hereinafter called the "Cooperative"), have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Cooperative, an easement and right-of-way as hereinafter described for an electric transmission and/or distribution line, consisting of variable number of wires, and all necessary or desirable appurtenances (including towers, H-frames or poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), over, across and upon the following described lands located in Williamson County, Texas, to-wit:

Being 10.00 Acres of land out of and being part of Talbot Chambers Survey number Abstract #125, situated in Williamson County, Texas, said 10.00 Acres being more particular described as being a portion of that certain tract of land found in Volume 2147 Page 836, of the Williamson County, Texas Deed Records and adopted herein for all descriptive purposes. This particular tract of land located approximately _____ miles from the town of Leander, Texas.

Easement of right-of-way herein granted shall consist of a strip of land 20 feet in width for electric lines and in addition a 10 feet width and as needed length for guy wires as needed for construction on grantors properties.

57-19-40 04-00

C 0913-272-A

ENTERED APR 3 0 1997

Location of the right-of-way hereby conveyed is shown on plat attached hereto marked Exhibit A and included herein by reference.

Together with the right of ingress and egress over my (our) adjacent lands to or from said right of way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto the said Cooperative, it's successors and assigns, until said line shall be abandoned.

And I (we) do hereby bind myself (ourselves), my (our) heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Cooperative, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS My hand(s) this 3rd day of March 19 97

James Velchoff & Velchoff

Velchoff, James + O.

---NOTARIZE ON BACK---

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____ (Name), _____ (Title), of the _____ (Organization), known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of the _____ (Organization), as _____ (Title), thereof, and for the purposes and consideration therein expressed.

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

_____
Notary Public in and for

_____, County, Texas

THE STATE OF TEXAS

COUNTY OF Williamson

BEFORE ME, the undersigned authority, on this day personally appeared D Wilcheff _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of March, 97

Stacy Vanden
Notary Public in and for

Williamson, County, Texas

THE STATE OF TEXAS

COUNTY OF Williamson

BEFORE ME, the undersigned authority, on this day personally appeared James Welch _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of March, 97

Stacy Vanden
Notary Public in and for

Williamson, County, Texas

Harmony School
Parcel 325
LTSI TRACT 15B
Loc. #318

VOL 623 PAGE 86

THE STATE OF TEXAS }
County of Williamson }

I, Dick Cervenka, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication, was filed for record in my office on the 4th day of Dec. A. D. 19 75, at 11:30 o'clock A.M. and duly recorded this the 4th day of Dec. A. D. 19 75 at 11:35 o'clock A.M. in the Deed Records of said County, in Vol. 623 pp. 79

WITNESS MY HAND and seal of the County Court of said County, at office in Georgetown, Texas, the date last above written.

By Kathy Davis Deputy

DICK CERVENKA, CLERK,
County Court, Williamson County, Texas

214

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

THAT WE, A. A. Hammer and wife, Billie Jean Hammer, of Williamson County, Texas, for and in consideration of the sum of TEN ($10.00) DOLLARS and other good and valuable consideration to us paid, and secured to be paid, by J. L. Carter and wife, Stella S. Carter, as follows:

(1) The sum of $10.00 and other good and valuable consideration in cash to us paid by the said J. L. Carter and wife, Stella S. Carter, the receipt of which is hereby acknowledged and confessed and for the payment of which no lien, express or implied, is retained herein nor is to exist;

(2) And for the remaining ONE HUNDRED, TWENTY-ONE THOUSAND AND NO/100--- ($121,000.00) DOLLARS of said consideration, the said J. L. Carter and wife, Stella S. Carter, have made, executed and delivered to us their one certain Real Estate Lien Note, of even date herewith, payable to said A. A. Hammer and Billie Jean Hammer, or order, at Leander, Williamson County, Texas, or at such other place as may be designated by the holders of said note in writing, in the principal sum of $121,000.00, bearing interest thereon from date at the rate of eight (8%) percent per annum, the principal and interest of said note being due and payable in 300 equal monthly installments of $934.00 each, on the amortization plan, the first of said monthly installments to be due and payable on January 1, 1976, and one each of the remaining installments being due and payable on the 1st day of each and every succeeding calendar month thereafter until the whole principal sum and all interest due thereon have been fully paid, and out of each installment the interest then accrued shall first be paid and the remainder credited to principal, and which said note contains the usual acceleration of maturity and 10% attorney's fee clauses, provides that all past due principal and interest shall bear interest at the rate of 10% per annum, and recites that it is secured by a Vendor's Lien retained in this Deed, as well as by a Deed of Trust of even date herewith, on the land hereinbelow described; said note further provides that it shall not be prepaid in whole or in part during the first ten years from the date thereof under any circumstances, but that the makers of said note, their heirs or

Unofficial Document

assigns, shall have the privilege of prepaying all or any part of the balance due on said note after ten years from the date thereof without any penalty whatsoever;

Have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the said J. L. Carter and wife, Stella S. Carter, of Travis County, Texas, all that certain tract or parcel of land lying and being situated in Williamson County, Texas, described as follows:

BEING 110 acres, more or less, out of the Talbot Chambers Survey, Abstract No. 125, in Williamson County, Texas, and being more particularly described as follows:

BEGINNING on the N. line of the E. D. Harmon League at the Northeast corner of the W. J. House tract, a stone;

THENCE N. 19° W. 1250 vrs. to a stake in the North line of said Chambers Survey;

THENCE S. 71° W. with said line 500 vrs., a stake;

THENCE S. 19° E. 1250 vrs. to the said Harmon League line;

THENCE N. 71° E. with said league line 500 vrs. to the place of beginning, containing 110 acres, more or less, and being the same property conveyed by J. T. Boatright, Sr., et ux, to A. A. Hammer, et ux, by Deed dated June 6, 1959, recorded in Vol. 431, Page 43, Deed Records of Williamson County, Texas.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said J. L. Carter and wife, Stella S. Carter, their heirs and assigns, forever; and we do hereby bind ourselves, our heirs, executors and administrators, to WARRANT and FOREVER DEFEND all and singular the said premises unto the said J. L. Carter and wife, Stella S. Carter, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

BUT it is expressly agreed and stipulated that the VENDOR'S LIEN, as well as the SUPERIOR TITLE in and to the above-described premises, is retained against the above-described property, premises and improvements until the above-described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

The conveyance of the above property is made SUBJECT TO an easement over and across said land in favor of Southwestern Bell Telephone Company and

Unofficial Document

an easement thereon in favor of Pedernales Electric Coop, and to all other easements of record in Williamson County, Texas, affecting said property as well as to all visible and apparent easements on, over and across said property.

The Grantees herein, their heirs or assigns, at their own expense, shall be entitled to receive three and only three partial releases from the Grantors, their heirs, executors, administrators or assigns, of the liens securing the payment of the aforesaid note, such partial releases shall cover the tracts below specified and shall be at the times set forth as follows:

(1) On January 1, 1978, Grantees, their heirs or assigns, shall be entitled to the first of said partial releases, and it shall cover 10 acres of land fronting on the County Road which runs along the South boundary line of the above-described property, the East line of said 10 acres shall be parallel to and 50 feet West of the East line of the above-described property, and the portion of the 10 acre tract which lies along said County Road shall not cover more than 1/3rd of the total road frontage of the above-described property after deducting 50 feet for a road on the East side thereof and at least 50 feet for a road on the West side of said above-described property;

(2) On July 1, 1979, Grantees, their heirs or assigns, shall be entitled to the second of said partial releases, and it shall cover the 10 acres which lie immediately West of and adjacent to the first 10 acre tract mentioned above; said second 10 acre tract shall be of the same dimensions as the first 10 acre tract; and

(3) On January 1, 1981, Grantees, their heirs or assigns, shall be entitled to the third of said partial releases, and it shall cover the 10 acres which lie immediately West of and adjacent to the second 10 acre tract mentioned above; and it shall be of the same dimensions as each of the other two 10 acre tracts.

Grantees, their heirs or assigns, shall not be required to make any additional payments on said note to be entitled to such partial releases at the times

Unofficial Document

specified; provided, however, that Grantees, their heirs or assigns, must be current in their payments on said note at the times specified in order to be entitled to receive such partial releases. It is understood and agreed that no partial releases shall be granted at any other times nor cover any other tracts except those hereinabove specifically set forth. All of the expenses required for such partial releases, including, but not limited to, the cost of surveying, attorney's fees and recording fees, shall be paid for by Grantees, their heirs or assigns. Grantees, their heirs or assigns, shall be entitled to receive a complete release from the Grantors, their heirs, executors, administrators or assigns, of the liens securing the payment of the aforesaid note during the first ten years after the date of said note in accordance with the provisions of a substitution of collateral agreement of even date herewith between said Grantors, and said Grantees.

Grantors do hereby impress upon and charge the above-described property with the following restrictive covenants:

(1) No mobile home, trailer house nor any "moved in" house shall be placed, erected or be permitted to remain on the above-described property or any part thereof, at any time, whether temporarily or permanently. A "moved in" house is defined as a structure which was erected elsewhere and then moved onto the above-described property.

These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring all or any part of the above-described property whether by descent, devise, purchase or otherwise, and any person by the acceptance of title to said property or any part thereof shall thereby agree and covenant to abide by and fully perform the foregoing restrictions and covenants. If the Grantees herein, their heirs or assigns, or any other persons, shall violate or attempt to violate such restrictions and covenants as herein contained, it shall be lawful for the Grantors herein, their heirs, executors, administrators or assigns, or any other person or persons owning any portion of the above-described property to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions and covenants to

Unofficial Document

prevent him or them from so doing or to recover damages or other relief for such violation, or both. The failure at any time to enforce these restrictions and covenants by any person having a right to enforce the same, whether such violations are of knowledge or not, shall not constitute a waiver or estoppel of his right to do so at any time such violations shall continue to exist.

WITNESS OUR HANDS, this 2nd day of December, 1975.

A. A. Hammer
A. A. HAMMER

Billie Jean Hammer
BILLIE JEAN HAMMER

THE STATE OF TEXAS I
I
COUNTY OF WILLIAMSON I

BEFORE ME, the undersigned authority, on this day personally appeared A. A. Hammer and wife, Billie Jean Hammer, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 2nd day of December, 1975.

William L. Lott
NOTARY PUBLIC IN AND FOR
WILLIAMSON COUNTY, TEXAS

THE STATE OF TEXAS
County of Williamson } I, Dick Cervenka, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication, was filed for record in my office on the 4th day of Dec. A. D. 1975, at 11:30 o'clock A M., and duly recorded this the 4th day of Dec. A. D. 1975, at 11:40 o'clock A M., in the Deed Records of said County, in Vol. 623 pp. 86

WITNESS MY HAND and seal of the County Court of said County, at office in Georgetown, Texas, the date last above written.

By Kathy Davis Deputy

DICK CERVENKA, CLERK,
County Court, Williamson County, Texas

Unofficial Document

Harmony School - Parcel 325
LTSI TRACT 15
Pole Loc. 318

Form 21 P
REV. 1/68

57-20-22-91

THE STATE OF TEXAS)
County of Burnet)

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Harold L. Chapman

for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the PEDERNALES ELECTRIC COOPERATIVE, INC., a corporation whose postoffice address is JOHNSON CITY, TEXAS, and its successors or assigns, and authorized users of its easement facilities, the right to enter upon the lands of the undersigned, situated in the County of Williamson, State of Texas, and more particularly described as follows:

A tract of land located approximately 2 miles east (Show direction above) from the town of Leander, and bounded

on the north by land owned by:

_____;

on the south by land owned by:

_____;

on the east by land owned by:

_____;

and on the west by land owned by:

_____;

and to place, construct, operate, repair, maintain, rebuild, relocate and replace thereon and in or upon all streets, roads, or highways abutting said lands an electric and/or telephone transmission or distribution line or system, including the right to install in the future such additional poles, guys, anchors, conductors and line appurtenances as may be necessary or desirable in the Cooperative's operations, and to cut and trim at any time trees and shrubbery to the extent deemed desirable by Cooperative to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling;

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, rebuilding, relocating, replacing and removing said lines and appurtenances.

In granting this easement, it is understood that the location of the poles will be such as to form the least possible interference to farm operations, so long as costs of construction are not materially increased thereby.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

_____

_____

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this _____ day of _____, 19____.

Sign Harold L Chapman L.S.

Sealed and delivered
in the presence of:

_____ L.S.

(Witness)

57-20-22-91

Chapman, Harold L.

CB809-431-H

57-20-22-91

THE STATE OF TEXAS,

County of.....

BEFORE ME,....., a Notary Public in and for

.....County, Texas, on this day personally appeared.....

.....

known to me to be the person.....whose name.....is/are subscribed to the foregoing instrument, and acknowledged to me that.....
executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this.....day of.....A. D.....

.....

Notary Public.....County, Texas.

THE STATE OF TEXAS,

County of.....

BEFORE ME, _____, a Notary Public in and for _____
County, Texas, on this day personally appeared _____ _____,
known to me to be the person whose name is subscribed to the foregoing in- ument of
writing, and, after being duely sworn by me stated on oath that he saw_____ _____

_____, the grantor, subscribe the same and that he had
signed the same as a witness at the request of the grantor.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this_____ day of_____ 19____

_____

Notary Public_____ County, Texas

THE STATE OF TEXAS,

County of.....

BEFORE ME,..... a Notary Public in and for

.....County, Texas, on this day personally appeared.....

wife of....., known to me to be the person whose name is subscribed to the fore-
going instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the

said....., acknowledged such instrument to be her act and deed, and declared
that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this.....day of.....A. D. 19.....

.....

Notary Public.....County, Texas.

THE STATE OF TEXAS,

County of.....

BEFORE ME,..... a Notary Public in and for

.....County, Texas, on this day personally appeared.....

President of.....of the County and State aforesaid, known to me to be the person
whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of

.....and as the President thereof, and for the purposes and consideration
therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this.....day of.....A. D.....

.....

517 - 210 - 0212 - 0911 - 0100
WORK PLAN NO

PEDERNALES electric cooperative, inc.
TEXAS 78 BLANCO

WORK ORDER NUMBER CB 8109 - 9311 - A

SHEET 1 OF 2

Revised Sheet

UNTY Williamson

Y / TOWN

DIVISION

AL AREA 2 miles E of Leander

DESCRIPTION Set 4 poles, 230' primary, VG35X-25, 40' KTP-Yo and a 3w/mtr

MEMBERS SERVED	DATE APPL	RATE CLASS	EST. LOAD
H.L Chapman			
P.O. Box 848			
Round Rock, Texas 78664			

MEMBERSHIP EXTENSION

UNDERGROUND

INCREASE CAPACITY

REPLACEMENT

GENERAL FUNDS

BILLING

APPROVED ON REA LOAN:

CONDUCTOR	CONSTRUCTION TYPE	CONSTRUCTION # FEET	REMOVAL TYPE	REMOVAL # FEET
3 Ø PRIMARY NEUTRAL				
2 Ø PRIMARY NEUTRAL				
1 Ø PRIMARY NEUTRAL	Pole Phase	230'		
SECONDARY				
UNDERBUILD SECONDARY				
SERVICE	KTP Yo	40'		
UNDERBUILD				
TOTAL		270'		

TOTAL CHANGE TO SYSTEM 230' M FEET

EASEMENTS Harold L. Chapman

EXTENSION POLICY	ESTIMATED COST
DATE LETTER SENT	DEVELOPER MATERIAL $
AMOUNT DUE $	OVERHEAD OR UNDERGROUND: MATERIAL $ / LABOR $ / TOTAL $
DATE PAYMENT REC'D	
AMOUNT REC'D $	

REMARKS Job is being revised because customer changed mind about location of power line.

JOB TOTAL			
QUAN	UNITS	QUAN	UNITS
2	P30.5		
1	P35.5		
1	P40.5		
1	VA1		
1	VA5		
1	VA5-1		
1	VM2.2		
1	VM2.11		
1	VM2.12		
1	M5.23		
2	M40.12		
1	K11C		
1	K18C		
2	VE1.2		
1	E2.2		
2	F1.2		
1	VG-35X		
1	G25		
~~1~~	~~3w/mtr~~		
1	socket		
22#	OKTP Yo		
35#	OPACSR		

KED Terry Crook 9-25-80 DATE

WN Sandra G Taylor 9-26-80 DATE

IMATED DATE

EASEMENT Sandra G Taylor 9-26-80 DATE

DISTRICT Sandra G Taylor 9-26-80 DATE

RELEASED Sandra G Taylor 9-26-80 DATE

RECEIVED DATE

ENGINEER DATE

PLOTTED DATE

COMPLETED 10-29-80 DATE

CKD. AS BUILT NOV 13 1980 DATE

ACTUAL COST $

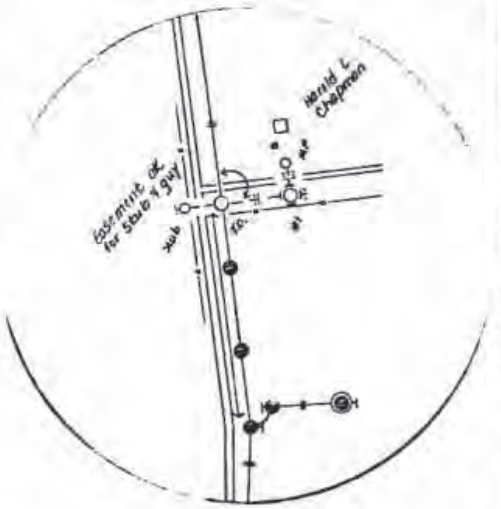
WORK PLAN NO: 157-20-0212-0191-000

PEDERNALES ELECTRIC COOPERATIVE, INC.
TEXAS 76 BLANCO

WORK ORDER NUMBER: AB 1014 - 41211 - A

SHEET 2 OF 2

SCALE: 1" = No scale



Revised Sheet

POLE NO	POLE HEIGHT & CLASS	PRIM'Y UNITS	MISC or GROUND	PRIMARY CONDUCTOR SPAN	PRIMARY CONDUCTOR TYPE	ROW CLEARING	SECONDARY or SERVICE WIRE SIZE	GUY UNIT	GUY E	GUY Lead	ANCHOR F	TRANS or METER	MISCELLANEOUS NOTES
Stub	P30-5			50'					VE1-2		FL-2		
T.O.	P40-5	VA1 VA5-1	VM2-12 M M2-2	230'	2# SACR				E2-2				∡90°-30'
#1	P35-5	VA5	VM2-11	40'			KTP 1/0	K11C	VE1-2		FL-2	VG35X-25 w/ M10 socket	NO METER SET
MP	P30-5		M2-2					K14C					

SHEET TOTAL QUAN	UNITS
2	P30-5
1	P35-5
1	P40-5
1	VA1
1	VA5
1	VA5-1
1	M2-2
1	VM2-11
1	VM2-12
1	M5-23
8	M40-12
1	K11C
1	K14C
2	VE1-2
1	E2-2
2	FL-2
1	VG-35X
1	G25
1	NO METER SET
1	socket
22#	0 KTP 1/0
35#	04 AC<0

USERS SERVED: H.L. Chapman
P.O. Box 878
Round Rock, Texas 78664

ID:
T: BLK: LOT:

COUNTY: Williamson

COND	CONST	RM
PRI	230'	
SEC	40	
UNBLD		
TOTAL	270'	

HEROWAY CROSSING LLC
PARCEL 326
LTSI TRACT 6B
Loc. #319, 320, 321

VOL 709 PAGE 628

THE STATE OF TEXAS §
§
COUNTY OF Williamson §

RIGHT-OF-WAY EASEMENT 2

KNOW ALL MEN BY THESE PRESENTS:

4451

THAT C. D. Bush and M. D. Croslin of Williamson County, Texas, for and in consideration of ONE DOLLAR ($1.00) to me (us) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas (hereinafter called the "Cooperative"), have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Cooperative, an easement and right of way as hereinafter described for an electric transmission and/or distribution line, consisting of variable number of wires, and all necessary or desirable appurtenances (including towers, H-frames or poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), over, across and upon the following described lands located in Williamson County, Texas, to-wit:

A tract of land located on county road 269 approximately one mile East from the town of Leander, and bounded on the north by land owned by: County Road 269; on the south by land owned by: Charles Williamson; on the east by land owned by: Harry Bartz; and on the west by land owned by: Christine Mason.

Location of the right of way hereby conveyed is shown on plat attached hereto marked Exhibit A and included herein by reference.

Together with the right of ingress and egress over my (our) adjacent lands to or from said right of way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right of way; the right to remove from said lands all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto the said Cooperative, its successors and assigns, until said line shall be abandoned.

And I (we) do hereby bind myself (ourselves), my (our) heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Cooperative, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

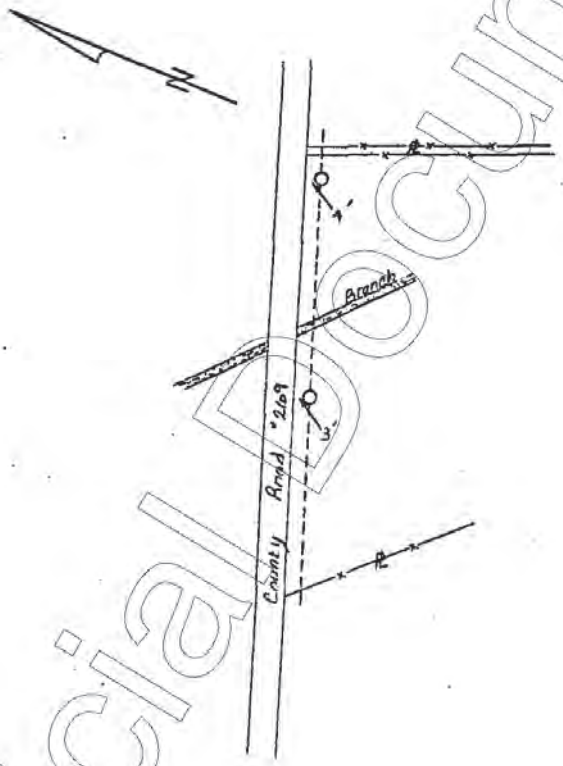
WITNESS _____ hand(s) this _____ day of _____ 19____

Carolyn D. Bush Carolyn D. Bush

Margaret D. Croslin Margaret D. Croslin

Official Document

GRANTOR C.D. Bush & M.D. Croslin



PEDERNALES ELECTRIC CO-OPERATIVE
JOHNSON CITY, TEXAS

EXHIBIT A

SCALE 1"=200' DATE 11/29/76 GRANTOR C.D. Bush & M.D. Croslin

Unofficial Document

VOL 799 PAGE 630

THE STATE OF TEXAS,
County of Travis

BEFORE ME, Margaret L. Kyser, a Notary Public in and for Travis County, Texas, on this day personally appeared William L. Clark known to me to be the person whose name is subscribed to the foregoing instrument of writing, and, after being duely sworn by me stated on oath that he saw Carolyn E. Bushard Margaret A. Crecelius the grantor, subscribe the same and that he had signed the same as a witness at the request of the grantor.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of December 1976

NOTARY PUBLIC COUNTY OF TRAVIS, TEXAS

Margaret L. Kyser

Notary Public Travis County, Texas

~~THE STATE OF TEXAS~~

THE STATE OF TEXAS
County of Williamson

I, James N. Boydston, 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 23rd day of June A.D. 19 80, at 8:00 o'clock A M., and duly recorded this the 23rd day of June A.D. 19 80, at 11:50 o'clock A M., in the Deed Records of said County, in Vol. 799 pp 628

WITNESS MY HAND and seal of the County Court of said County, at office in Georgetown, Texas, the date last above written.

By Juanita Longate Deputy

JAMES N. BOYDSTON, CLERK,
County Court, Williamson County, Texas

Unofficial Document

HEROWAY CROSSING
LLC
PARCEL 326
LTSI TRACT 15, 16
Loc. #319, #320, #321

57-20-22-91

Form 21 P
REV. 1/68

THE STATE OF TEXAS)
County of Burnet)

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Harold L. Chapman

for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the PEDERNALES ELECTRIC COOPERATIVE, INC., a corporation whose postoffice address is JOHNSON CITY, TEXAS, and its successors or assigns, and authorized users of its easement facilities, the right to enter upon the lands of the undersigned, situated in the County of Williamson, State of Texas, and more particularly described as follows:

A tract of land located approximately 2 miles east (Show direction above) from the town of Leander, and bounded

on the north by land owned by:

_____;

on the south by land owned by:

_____;

on the east by land owned by:

_____;

and on the west by land owned by:

_____;

and to place, construct, operate, repair, maintain, rebuild, relocate and replace thereon and in or upon all streets, roads, or highways abutting said lands an electric and/or telephone transmission or distribution line or system, including the right to install in the future such additional poles, guys, anchors, conductors and line appurtenances as may be necessary or desirable in the Cooperative's operations, and to cut and trim at any time trees and shrubbery to the extent deemed desirable by Cooperative to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling;

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, rebuilding, relocating, replacing and removing said lines and appurtenances.

In granting this easement, it is understood that the location of the poles will be such as to form the least possible interference to farm operations, so long as costs of construction are not materially increased thereby.

The undersigned covenants that he is the owner of the above described lands and that the said lands are f. e and clear of encumbrances and liens of whatsoever character except those held by the following persons:

_____

_____

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this _____ day of _____, 19____.

Sign Harold L Chapman L.S.

Sealed and delivered
in the presence of:

_____ L.S.
(Witness)

57-20-22-91

Chapman, Harold L.

CB809-431-H

57-20-22-91

THE STATE OF TEXAS,

County of_____

BEFORE ME,_____, a Notary Public in and for

_____County, Texas, on this day personally appeared_____

_____

known to me to be the person_____whose name_____is/are subscribed to the foregoing instrument, and acknowledged to me that_____ executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this_____day of_____A. D._____

_____

Notary Public_____County, Texas.

THE STATE OF TEXAS,

County of_____

BEFORE ME, _____, a Notary Public in and for_____ County, Texas, on this day personally appeared _____ _____, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and, after being duely sworn by me stated on oath that he saw_____ _____ _____, the grantor, subscribe the same and that he had signed the same as a witness at the request of the grantor.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this_____ day of_____ 19____

_____

Notary Public_____ County, Texas

THE STATE OF TEXAS,

County of_____

BEFORE ME,_____ a Notary Public in and for

_____County, Texas, on this day personally appeared_____

wife of_____, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said_____, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this_____day of_____A. D. 19_____

_____

Notary Public_____County, Texas.

THE STATE OF TEXAS,

County of_____

BEFORE ME,_____, a Notary Public in and for

_____County, Texas, on this day personally appeared_____

President of_____of the County and State aforesaid, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of

_____and as the President thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this_____day of_____A. D._____

_____

HEROWAY CROSSING
LLC
PARCEL 326

VOL 806 PAGE 486

CB808-383-A
RB808-383-A

Form 21 P
REV. 1/68

8079

57-20-31-9

THE STATE OF TEXAS
County of Burnet

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Mrs. V. W. Brossett

for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the PEDERNALES ELECTRIC COOPERATIVE, INC., a corporation whose postoffice address is JOHNSON CITY, TEXAS, and its successors or assigns, and authorized users of its easement facilities, the right to enter upon the lands of the undersigned, situated in the County of Williamson, State of Texas, and more particularly described as follows:

A tract of land located approximately 1½ miles east (Show direction above) from the town of Leander, and bounded

on the north by land owned by:

County Road;

on the south by land owned by:

Schultz & Williamson;

on the east by land owned by:

A.W. Hoyt Property;

and on the west by land owned by:

Schultz;

and to place, construct, operate, repair, maintain, rebuild, relocate and replace thereon and in or upon all streets, roads, or highways abutting said lands an electric and/or telephone transmission or distribution line or system, including the right to install in the future such additional poles, guys, anchors, conductors and line appurtenances as may be necessary or desirable in the Cooperative's operations, and to cut and trim at any time trees and shrubbery to the extent deemed desirable by Cooperative to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling;

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, rebuilding, relocating, replacing and removing said lines and appurtenances.

In granting this easement, it is understood that the location of the poles will be such as to form the least possible interference to farm operations, so long as costs of construction are not materially increased thereby.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

Document

VOL 806 PAGE 487

CB808-383-A
RB808-383-A
57-20-31-9

THE STATE OF TEXAS,
County of Burnet

BEFORE ME, Sandra G. Taylor, a Notary Public in and for Burnet County, Texas, on this day personally appeared Mrs. V. W. Brossett

known to me to be the person whose name is/are subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 31 day of July A. D. 1980

Sandra G. Taylor
Notary Public Burnet County, Texas.

THE STATE OF TEXAS
County of Williamson

I, James N. Boydston, 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 22nd day of Aug. A.D. 19 80, at 8:00 o'clock A M., and duly recorded this the 22nd day of Aug. A.D. 19 80, at 11:20 o'clock A M., in the Deed Records of said County, in Vol. 806 pp 486

WITNESS MY HAND and seal of the County Court of said County, at office in Georgetown, Texas, the date last above written.

Official Document

JNK PROPERTIES 1, LTD
PARCEL 330
LTSI TRACT 17
Loc.'s #322, #326, #327, #328, #332

799 PAGE 631

RIGHT-OF-WAY EASEMENT VOL 799 PAGE 632

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE P
COUNTY OF Williamson §

4452

THAT Barry Bartz

Williamson County, Texas, for and in consideration of ONE DOLLAR ($1.00) to me (us) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas (hereinafter called the "Cooperative"), have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Cooperative, an easement and right of way as hereinafter described for an electric transmission and/or distribution line, consisting of variable number of wires, and all necessary or desirable appurtenances (including towers, H-frames or poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), over, across and upon the following described lands located in Williamson County, Texas, to-wit:

A tract of land located on county road 269 approximately one mile east from the town of Leander, and bounded on the north by land owned by: County Road 269; on the south by land owned by; Charles Williamson; on the east by land owned by: Larry Pressler; and on the west by land owned by: C. D. Bush and M. D. Croslin.

57-20-22

Location of the right of way hereby conveyed is shown on plat attached hereto marked Exhibit A and included herein by reference.

Together with the right of ingress and egress over my (our) adjacent lands to or from said right of way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right of way; the right to remove from said lands all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto the said Cooperative, its successors and assigns, until said line shall be abandoned.

And I (we) do hereby bind myself (ourselves), my (our) heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Cooperative, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS _____ hand(s) this 28 day of April 19 72

Barry Bartz

Joyce Bartz

Barry Bartz

VOL 1994 PAGE 632

THE STATE OF TEXAS,
County of TRAVIS

BEFORE ME, JERALD D. BARNES, a Notary Public in and for TRAVIS County, Texas, on this day personally appeared HARRY J. BARTZ

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of APRIL A. D. 1978

Jerald D Barnes
Notary Public TRAVIS County, Texas.

NOTARY PUBLIC · COUNTY OF TRAVIS, TEXAS

THE STATE OF TEXAS,
County of

BEFORE ME, _____, a Notary Public in and for _____ County, Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and, after being duely sworn by me stated on oath that he saw _____, the grantor, subscribe the same and that he had signed the same as a witness at the request of the grantor.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____ 19____

_____
Notary Public _____ County, Texas

THE STATE OF TEXAS,
County of

BEFORE ME, _____, a Notary Public in and for _____ County, Texas, on this day personally appeared _____ wife of _____, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ A. D. 19____.

_____
Notary Public _____ County, Texas.

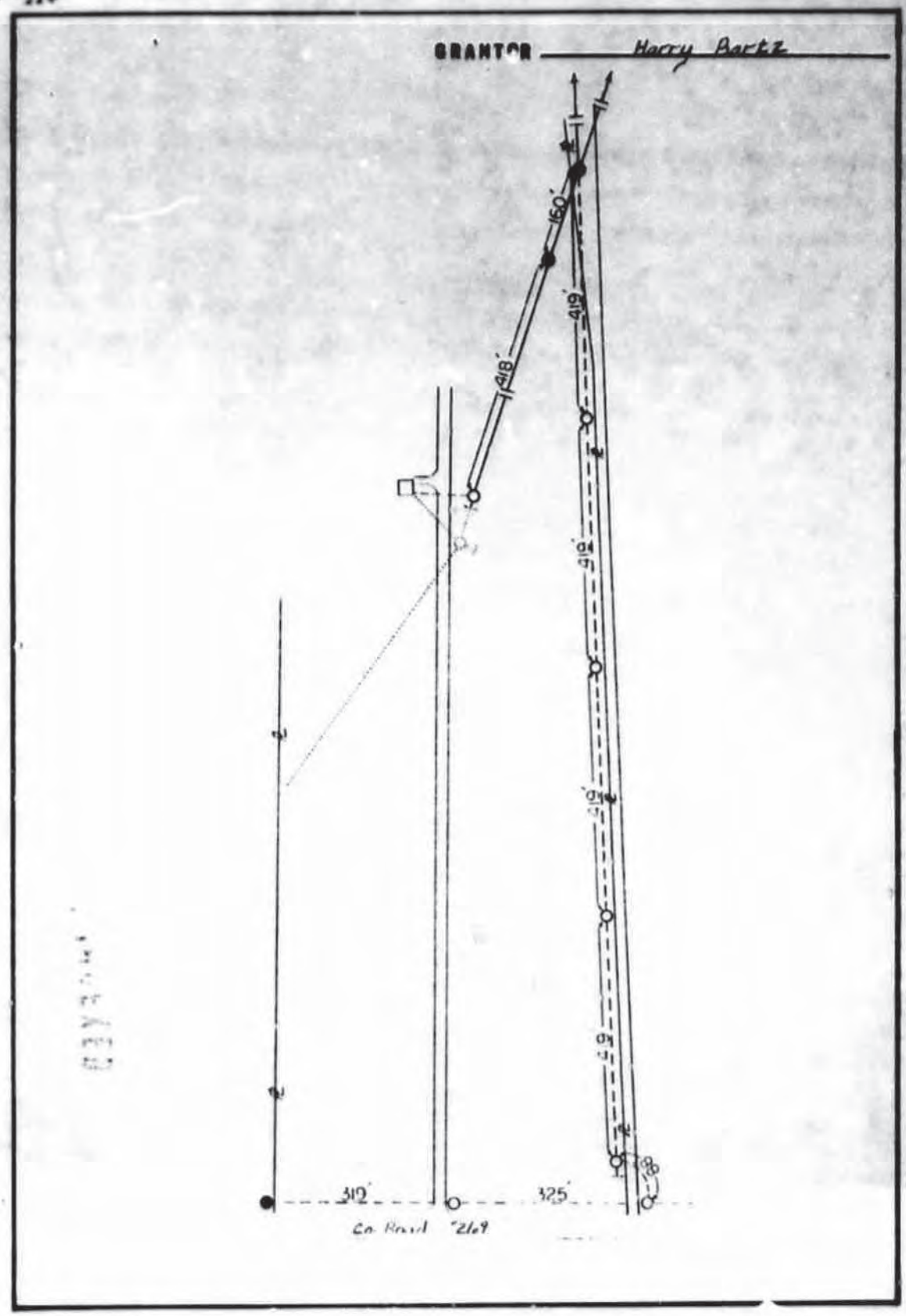
THE STATE OF TEXAS,
County of

BEFORE ME, _____, a Notary Public in and for _____ County, Texas, on this day personally appeared _____ President of _____ of the County and State aforesaid, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of _____ and as the President thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ A. D. _____

_____
Notary Public _____ County, Texas.

GRANTOR Harry Bartz



PEDERNALES ELECTRIC CO-OPERATIVE
JOHNSON CITY, TEXAS

EXHIBIT A

SCALE 1" = 100' DATE 6-6-78 GRANTOR Harry Bartz

709 PAGE 634

THE STATE OF TEXAS
County of Williamson }

I, James N. Boydston, 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 23rd day of June A.D. 19 80, at 8:00 o'clock A M., and duly recorded this the 23rd day of June A.D. 19 80, at 11:55 o'clock A M., in the Deed Records of said County, in Vol. 799 pp. 630

WITNESS MY HAND and seal of the County Court of said County, at office in Georgetown, Texas, the date last above written.

By Juanita Tourgat Deputy

JAMES N. BOYDSTON, CLERK,
County Court, Williamson County, Texas

8

4452 INDEXED

FILED FOR RECORD
at 8:00 o'clock A M.
JUN 23 1980
JAMES N. BOYDSTON
Clerk County Court, Williamson Co., Tex.
By Deputy

23
11:55
PM
630

$7.00

M. Bobinski Chst

The Park at
Cypress Creek
PARCEL 333
LTSI Tract 18
Loc. # 333

NS7-20-22-83
Complete 3-6-78 2-48875

STATE OF TEXAS

County of Burnet }

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Larry D. Presler

for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the PEDERNALES ELECTRIC COOPERATIVE, INC., a corporation whose postoffice address is JOHNSON CITY, TEXAS, and its successors or assigns, and authorized users of its easement facilities, the right to enter upon the lands of the undersigned, situated in the County of Williamson State of Texas, and more particularly described as follows:

A tract of land located approximately 1 1/2 miles east (Show direction above) from the town of Leander, and bound ed

on the north by land owned by:
County Rd;

on the south by land owned by:
Williamson;

on the east by land owned by:
Keith Lee;

and on the west by land owned by:
Bartz;

and to place, construct, operate, repair, maintain, rebuild, relocate and replace thereon and in or upon all streets, roads or highways abutting said lands an electric and/or telephone transmission or distribution line or system, including the right to install in the future such additional poles, guys, anchors, conductors and line appurtenances as may be necessary or desirable in the Cooperative's operations, and to cut and trim at any time trees and shrubbery to the extent deemed desirable by Cooperative to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling;

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, rebuilding, relocating, replacing and removing said lines and appurtenances.

In granting this easement, it is understood that the location of the poles will be such as to form the least possible interference to farm operations, so long as costs of construction are not materially increased thereby.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 6 day of February, 1978.

Sealed and delivered
in the presence of:
Sandra G. Taylor
(Witness)

Larry D. Presler L.S.

L.S.

NS7-20-22-83

Presler, Larry D.

N51-20-22-03 2-43875

THE STATE OF TEXAS,
County of _____

BEFORE ME, _____, a Notary Public in and for _____ County, Texas, on this day personally appeared _____ known to me to be the person whose name is/are subscribed to the foregoing instrument, and acknowledged to me that executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ A. D. _____.

_____
Notary Public _____ County, Texas.

THE STATE OF TEXAS,
County of Burnet

BEFORE ME, E. B. Goodwin Jr., a Notary Public in and for Burnet County, Texas, on this day personally appeared Sandra D. Taylor, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and, after being duely sworn by me stated on oath that she saw Darcy D. Preuss, the grantor, subscribe the same and that he had signed the same as a witness at the request of the grantor.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6 day of February 19 73

E. B. Goodwin Jr.
Notary Public Burnet County, Texas

THE STATE OF TEXAS,
County of _____

BEFORE ME, _____, a Notary Public in and for _____ County, Texas, on this day personally appeared _____ wife of _____, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ A. D. 19_____.

_____
Notary Public _____ County, Texas.

THE STATE OF TEXAS,
County of _____

BEFORE ME, _____, a Notary Public in and for _____ County, Texas, on this day personally appeared _____ President of _____ of the County and State aforesaid, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of _____ and as the President thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ A. D. _____.

_____
Notary Public _____ County, Texas.

The Park at Cypress Creek
PARCEL 333
LTSI TRACT 18
Loc.'s #334, #335, #336

RIGHT-OF-WAY EASEMENT VOL 799 PAGE 635 4

COUNTY OF Williamson

KNOW ALL MEN BY THESE PRESENTS:

4453

THAT Larry Pressler and

of

Williamson County, Texas, for and in consideration of ONE DOLLAR ($1.00) to me (us) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas (hereinafter called the "Cooperative"), have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Cooperative, an easement and right of way as hereinafter described for an electric transmission and/or distribution line, consisting of variable number of wires, and all necessary or desirable appurtenances (including towers, H-frames or poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), over, across and upon the following described lands located in Williamson County, Texas, to-wit:

A tract of land located on county road 269 approximately one mile East from the town of Leander, and bounded on the north by land owned by: County Road 269; on the south by land owned by: State Highway 2243; on the east by land owned by: J. R. Keithley; and on the west by land owned by: Harry Bartz

Location of the right of way hereby conveyed is shown on plat attached hereto marked Exhibit A and included herein by reference.

Together with the right of ingress and egress over my (our) adjacent lands to or from said right of way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right of way; the right to remove from said lands all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto the said Cooperative, its successors and assigns, until said line shall be abandoned.

And I (we) do hereby bind myself (ourselves), my (our) heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Cooperative, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS hand(s) this 22 day of September 19

Witness

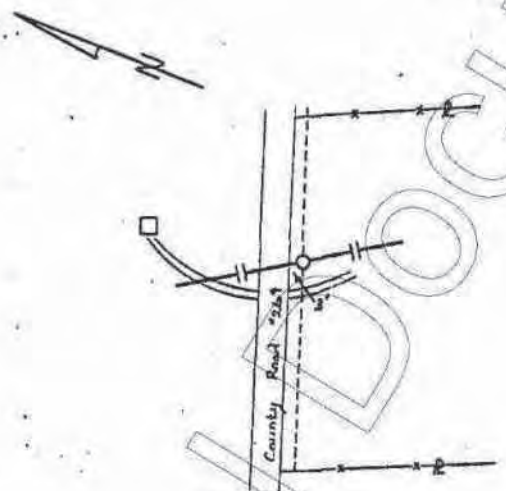
Larry D. Pressler

Witness

Witness

Unofficial Document

GRANTOR Larry Pressler



PEDERNALES ELECTRIC CO-OPERATIVE
JOHNSON CITY, TEXAS

EXHIBIT A

SCALE 1" = 200' DATE 11/29/96 GRANTOR Larry Pressler

Unofficial Document

THE STATE OF TEXAS,
County of Travis

VOL 799 PAGE 637

BEFORE ME, Margaret T. Kyser, a Notary Public in and for Travis County, Texas, on this day personally appeared William L. Clarke, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and, after being duely sworn by me stated on oath that he saw Larry D. Brashear, the grantor, subscribe the same and that he had signed the same as a witness at the request of the grantor.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of December 19 76

Margaret T. Kyser

Notary Public Travis County, Texas

~~THE STATE OF TEXAS~~)

THE STATE OF TEXAS
County of Williamson } I, James N. Boydston, 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 23rd day of June A.D. 19 80, at 8:00 o'clock A M., and duly recorded this the 23rd day of June A.D. 19 80, at 1:00 o'clock P M., in the Deed Records of said County, in Vol. 799 pp 635

WITNESS MY HAND and seal of the County Court of said County, at office in Georgetown, Texas, the date last above written.

By Juanita Youngate Deputy

JAMES N. BOYDSTON, CLERK,
County Court, Williamson County, Texas

Unofficial Document

JNK Properties 1, LTD
PARCEL 335
LTSI TRACT 19
Loc.'s #340, #422

RIGHT-OF-WAY EASEMENT VOL 799 PAGE 638

TEXAS 0
0
COUNTY OF Williamson 0

KNOW ALL MEN BY THESE PRESENTS:

4454

THAT J. R. Keithley and

of

Williamson County, Texas, for and in consideration of ONE DOLLAR ($1.00) to me (us) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas (hereinafter called the "Cooperative"), have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Cooperative, an easement and right of way as hereinafter described for an electric transmission and/or distribution line, consisting of variable number of wires, and all necessary or desirable appurtenances (including towers, H-frames or poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), over, across and upon the following described lands located in Williamson County, Texas, to-wit:

A tract of land located on county road 269 approximately one mile east from the town of Leander, and bounded on the north by land owned by: County Road 269; on the south by land owned by: State Highway 2243; on the east by land owned by: Phil K. Keith; and on the west by land owned by: Larry Pressler.

Location of the right of way hereby conveyed is shown on plat attached hereto marked Exhibit A and included herein by reference.

Together with the right of ingress and egress over my (our) adjacent lands to or from said right of way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right of way; the right to remove from said lands all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto the said Cooperative, its successors and assigns, until said line shall be abandoned.

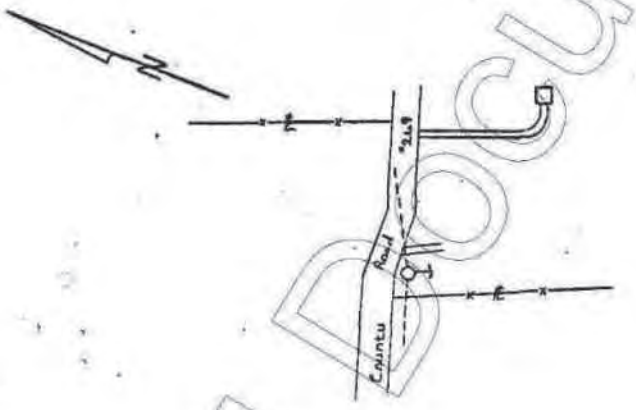
And I (we) do hereby bind myself (ourselves), my (our) heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Cooperative, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS hand(s) this 23rd day of December 19

Jerry Keithley

Unofficial Document

GRANTOR J.R. Keithley



PEDERNALES ELECTRIC CO-OPERATIVE
JOHNSON CITY, TEXAS

EXHIBIT A

SCALE 1"=200' DATE 11/29/76 GRANTOR J.R. Keithley

Unofficial Document

VOL 799 PAGE 640

THE STATE OF TEXAS,
County of Travis

BEFORE ME, Margaret Tyson, a Notary Public in and for Travis County, Texas, on this day personally appeared William L. Clarke, Jr., known to me to be the person whose name is subscribed to the foregoing instrument of writing, and, after being duely sworn by me stated on oath that he saw Jerry Keithley, the grantor, subscribe the same and that he had signed the same as a witness at the request of the grantor.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of December 1976.

Margaret Tyson

Notary Public Travis County, Texas

NOTARY PUBLIC COUNTY OF TRAVIS, TEXAS

~~THE STATE OF TEXAS~~

THE STATE OF TEXAS
County of Williamson

I, James N. Boydston, 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 23rd day of June A.D. 19 80, at 8:00 o'clock A M., and duly recorded this the 23rd day of June A.D. 19 80, at 1:05 o'clock P M., in the Deed Records of said County, in Vol. 799 pp. 638

WITNESS MY HAND and seal of the County Court of said County, at office in Georgetown, Texas, the date last above written.

By Juanita Youngate Deputy

JAMES N. BOYDSTON, CLERK,
County Court, Williamson County, Texas

Unofficial Document

JNK Properties 1, LTD
PARCEL 335
LTSI TRACT 19
Loc.'s #341, #342 & #343

CB859-734-S
RB859-734-S
57-20-22-82-84

Form 21 P
REV. 1/68

THE STATE OF TEXAS
County of Burnet }
KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Jerry Keithley

for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the PEDERNALES ELECTRIC COOPERATIVE, INC., a corporation whose postoffice address is JOHNSON CITY, TEXAS, and its successors or assigns, and authorized users of its easement facilities, the right to enter upon the lands of the undersigned, situated in the County of Williamson State of Texas, and more particularly described as follows:

A tract of land located approximately 3 miles NE (Show direction above) from the town of Leander, and bounded

on the north by land owned by: County Rd;

on the south by land owned by: Jerry Wiley;

on the east by land owned by: Phil Keith;

and on the west by land owned by: Larry Priester;

and to place, construct, operate, repair, maintain, rebuild, relocate and replace thereon and in or upon all streets, roads, or highways abutting said lands an electric and/or telephone transmission or distribution line or system, including the right to install in the future such additional poles, guys, anchors, conductors and line appurtenances as may be necessary or desirable in the Cooperative's operations, and to cut and trim at any time trees and shrubbery to the extent deemed desirable by Cooperative to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling;

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, rebuilding, relocating, replacing and removing said lines and appurtenances.

In granting this easement, it is understood that the location of the poles will be such as to form the least possible interference to farm operations, so long as costs of construction are not materially increased thereby.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

_____

_____

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 22 day of July, 1985.

Sealed and delivered in the presence of:

Jerry Keithley L.S.

Jerry Brown
(Witness)

_____ L.S.

57-20-22-82-84

Keithley, Jerry

CB859-734-5
RB859-734-5
57-20-22-82-84

THE STATE OF TEXAS,
County of _____

BEFORE ME, _____, a Notary Public in and for _____ County, Texas, on this day personally appeared _____

_____

known to me to be the person whose name is/are subscribed to the foregoing instrument, and acknowledged to me that executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ A. D. _____

_____
Notary Public _____ County, Texas.

THE STATE OF TEXAS,
County of Burnet

BEFORE ME, Sandra G. Taylor, a Notary Public in and for Burnet County, Texas, on this day personally appeared Jerry Brock, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and, after being duely sworn by me stated on oath that he saw Jerry Keithly, the grantor, subscribe the same and that he had signed the same as a witness at the request of the grantor.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 day of July 1985

SANDRA G. TAYLOR
My Commission Expires
9-22-88

Sandra G. Taylor
Notary Public Burnet County, Texas

THE STATE OF TEXAS,
County of _____

BEFORE ME, _____, a Notary Public in and for _____ County, Texas, on this day personally appeared _____

wife of _____, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ A. D. 19____.

_____
Notary Public _____ County, Texas.

THE STATE OF TEXAS,
County of _____

BEFORE ME, _____, a Notary Public in and for _____ County, Texas, on this day personally appeared _____

President of _____ of the County and State aforesaid, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of _____ and as the President thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ A. D. _____

_____
Notary Public _____ County, Texas.

JNK Properties 1, LTD
PARCEL 335
LTSI Tract 19 & 20
Loc.'s #424, #425, #431

OB656-502 A
5720 22-84-87 Received Instr. signed.

Form 21 P
REV. 1/6

THE STATE OF TEXAS }
County of Burnet } KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Jerry Keethley

for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the PEDERNALES ELECTRIC COOPERATIVE, INC., a corporation whose postoffice address is JOHNSON CITY, TEXAS, and its successors or assigns, and authorized users of its easement facilities, the right to enter upon the lands of the undersigned, situated in the County of Williamson, State of Texas, and more particularly described as follows:

57-20-22-84-87

A tract of land located approximately 3 miles east (Show direction above) from the town of Leander, and bounded

on the north by land owned by:
Co Rd 269;

on the south by land owned by:
Gary Wiley;

on the east by land owned by:
Phil Keith;

and on the west by land owned by:
Larry Pressler;

and to place, construct, operate, repair, maintain, rebuild, relocate and replace thereon and in or upon all streets, roads, or highways abutting said lands an electric and/or telephone transmission or distribution line or system, including the right to install in the future such additional poles, guys, anchors, conductors and line appurtenances as may be necessary or desirable in the Cooperative's operations, and to cut and trim at any time trees and shrubbery to the extent deemed desirable by Cooperative to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling;

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, rebuilding, relocating, replacing and removing said lines and appurtenances.

In granting this easement, it is understood that the location of the poles will be such as to form the least possible interference to farm operations, so long as cost of construction are not materially increased thereby.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

_____

_____

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this _____ day of _____, 19____.

Sealed and delivered
in the presence of:

Jerry Keithley L.S.

_____ L.S.
(Witness)

Keithley, Jerry

In reference to application for Scott Keithley

CB856-602-A
5720-22-84-87

THE STATE OF TEXAS,
County of _____

BEFORE ME, _____, a Notary Public in and for _____ County, Texas, on this day personally appeared _____ known to me to be the person whose name is/are subscribed to the foregoing instrument, and acknowledged to me that executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ A. D. _____

_____
Notary Public _____ County, Texas.

THE STATE OF TEXAS,
County of _____

BEFORE ME, _____, a Notary Public in and for _____ County, Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and, after being duely sworn by me stated on oath that he saw _____, the grantor, subscribe the same and that he had signed the same as a witness at the request of the grantor.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ 19 ____

_____
Notary Public _____ County, Texas

THE STATE OF TEXAS,
County of _____

BEFORE ME, _____, a Notary Public in and for _____ County, Texas, on this day personally appeared _____ wife of _____, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ A. D. 19____

_____
Notary Public _____ County, Texas.

THE STATE OF TEXAS,
County of _____

BEFORE ME, _____, a Notary Public in and for _____ County, Texas, on this day personally appeared _____ President of _____ of the County and State aforesaid, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of _____ and as the President thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ A. D. _____

_____
Notary Public _____ County, Texas.

PARCEL 332
PARCEL 334
PARCEL 337
Loc.'s #329, #423, #427

6

RIGHT-OF-WAY EASEMENT VOL 799 PAGE 641

4455

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

That the undersigned, Kittie L. Sherman Huggins, for a good and valuable consideration, the receipt of which is hereby acknowledged, and the further consideration of the agreement of PEDERNALES ELECTRIC COOPERATIVE, INC. (PEC), as follows: If at anytime PEC, its successors or assigns, should install an electric transmission line along the east side of County Road 268 or parallel to such road in the property adjoining such road, PEC agrees that no portion of such line, poles or other structures, which are a part of the electric line shall extend more than 20 feet above the ground for 150 feet on either side of a point on County Road 268, such point being located by extending the runway on Grantor's property in an easterly direction until it strikes County Road 268 and that such line along the course it is lowered shall be marked with large red plastic balls located on the wire; it being the intention of the parties to appropriately lower such electric lines and mark the same so as to provide for the safe arrival and departure of aircraft on the runway located on Grantor's land, does hereby grant unto the PEDERNALES ELECTRIC COOPERATIVE, INC., a corporation whose post office address is JOHNSON CITY, TEXAS, and its successors or assigns, and authorized users of its easement facilities, the right to enter upon the lands of the undersigned, situated in the County of Williamson, State of Texas, and more particularly described as follows:

A tract of land located approximately 2.0 miles East from the town of Leander, Texas, to wit; a strip of land 20' in width and 2 strips, 5'x20' and 5'x35' for guy pole and guy wires as indicated on Exhibit "A" attached hereto and made a part thereof, lying in and being a part of a 311 acre tract out of the Talbot Chambers Survey, Patent No. 528, as described in a deed recorded in Volume 317, Page 240, Deed of Records of Williamson County, Texas. PEC shall not have the right to enter onto such easement from County Road 269 or exit therefrom onto County Road 269 and agrees that access to such easement and exit therefrom shall be from County Road 268 at a point approximatley 500 feet south of the intersection of Grantor's north property line and County Road 268 at the location of the existing gate, and to place, construct, operate, repair, maintain, rebuild, relocate and replace thereon and in or upon all streets, roads, or highways abutting said lands an electric and/or telephone transmission or distribution line or system, including the right to install in the future such additional poles, guys, anchors, conductors, and line appurtenances as may be necessary or desirable in the Cooperative's operations, and to cut and trim at any time trees and shrubbery to the extent deemed desirable by Cooperative to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling;

Together with the right of ingress and egress over my adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, rebuilding, relocating, replacing and removing said lines and appurtenances.

In granting this easement, it is understood that the location of the poles will

Unofficial Document

be such as to form the least possible interference to farm operations, so long as costs of construction are not materially increased thereby.

The undersigned covenants that she is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character.

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set her hand and seal this 14 day of April, 1978.

Sealed and delivered
in the presence of:

Kittie L. Sherman Huggins
Kittie L. Sherman Huggins

THE STATE OF TEXAS X
X
COUNTY OF WILLIAMSON X

BEFORE ME, the undersigned authority, on this day personally appeared KITTIE L. SHERMAN HUGGINS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

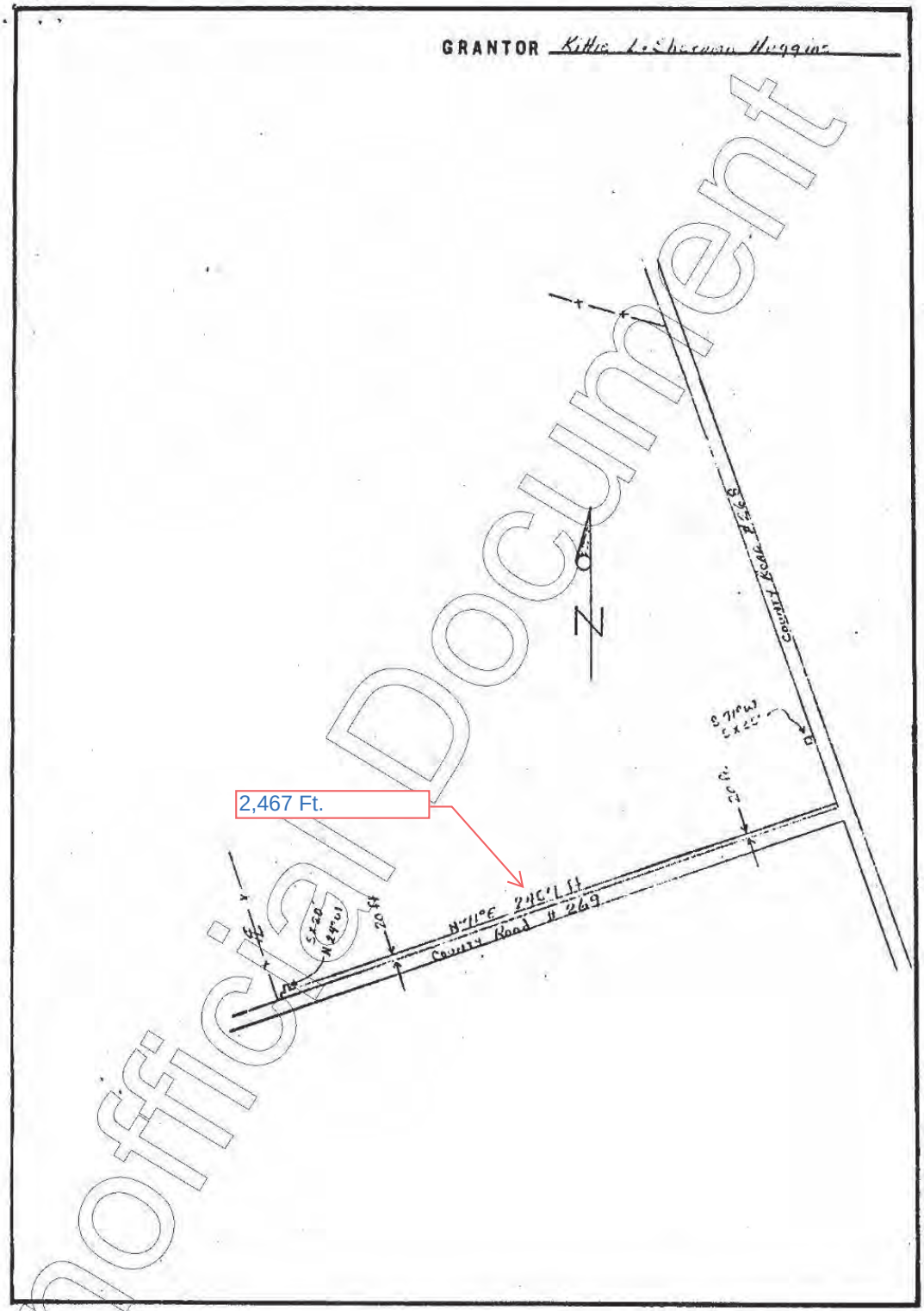
GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 14 day of April, 1978.

Notary Public in and for
Williamson County, Texas

Unofficial Document

234

GRANTOR Kittie L. Sherman Huggins



PEDERNALES ELECTRIC CO-OPERATIVE
JOHNSON CITY, TEXAS

EXHIBIT A

SCALE 1" = 200' DATE 3-2-78 GRANTOR Kittie L. Sherman Huggins

Unofficial Document

VOL 799 PAGE 644

THE STATE OF TEXAS
County of Williamson }

I, James N. Boydston, 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 23rd day of June A.D. 19 80, at 8:00 o'clock A M., and duly recorded this the 23rd day of June A.D. 19 80, at 1:10 o'clock P M., in the Deed Records of said County, in Vol. 799 pp 641

WITNESS MY HAND and seal of the County Court of said County, at office in Georgetown, Texas, the date last above written.

By Juanita Saungate Deputy

JAMES N. BOYDSTON, CLERK,
County Court, Williamson County, Texas

Unofficial Document

SSA Investments
Parcel 340
LTSI TRACT 23
Loc. #419

1 PG
PLAT

2016014191

PLAT MAP RECORDING SHEET

DEDICATOR: SSA INVESTMENTS, LLC
RIYAZ SUNESARA, MEMBER
SHARI CARMODY GREENE, OWNER

SUBDIVISION NAME: KITTIE HILL ACRES, TRACT 13 REPLAT

PROPERTY IS DESCRIBED AS: 3.30 ACRES OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NUMBER 13, BEING ALL OF TRACT 13 KITTIE HILL ACRES, IN WILLIAMSON COUNTY, TEXAS.

SUBMITTED BY: MOIZ MAKNOJIA, 512-287-0157

DIGITALLY RECORDED

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2016014191

Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas
February 22, 2016 02:11 PM
FEE: $91.00 PHELPS

Unofficial Document

DOC # 2016014191

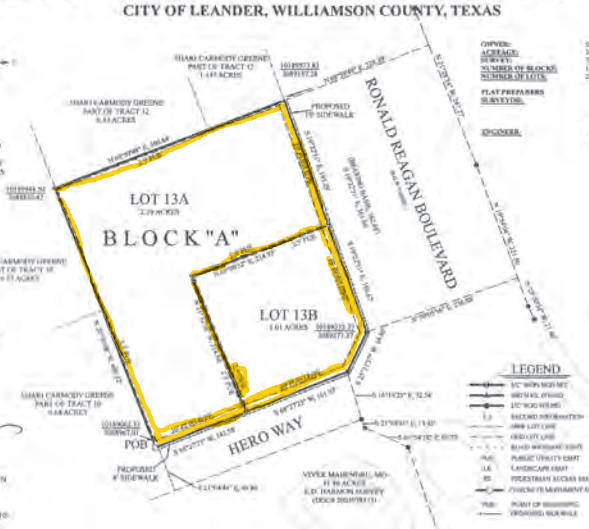
KITTIE HILL ACRES, TRACT 13 REPLAT

BEING A 3.30 ACRE REPLAT OF TRACT 13, KITTIE HILL ACRES (CABINET F, SLIDE 45)

CITY OF LEANDER, WILLIAMSON COUNTY, TEXAS

GRAPHIC SCALE 1"=100'

VICINITY MAP
NOT TO SCALE



OWNER:
ACREAGE:
SURVEY:
NUMBER OF BLOCKS:
NUMBER OF LOTS:

SHARI CARMODY GREENE
3.30 ACRES
TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125
1
2

FLAT PREPARERS SURVEYING:

ALL STAR LAND SURVEYING
9010 ANDERSON MILL ROAD, AUSTIN, TEXAS 78729
PHONE # 512-249-8149 FAX # 512-331-6207

ENGINEER:

PROFESSIONAL STRUCTIVE ENGINEERS, INC.
12710 RESEARCH BOULEVARD, STE. 390, AUSTIN, TX 78759
PHONE # 512-258-6422

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

I, SSA INVESTMENTS LLC, OWNER OF LOT 13A, TRACT 13, KITTIE HILL ACRES, A SUBDIVISION RECORDED IN CABINET F, SLIDE 45, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS, AS CONVEYED BY INSTRUMENT RECORDED IN DOCUMENT NUMBER 1997020623 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAVE AND EXCEPT THOSE CERTAIN PORTIONS RECORDED IN DOCUMENT NUMBER 2005060736 AND 2006020030, BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY RESUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO ALL ADDITIONAL ROW, STREETS, ALLEYS, EASEMENTS, PARKS, AND OTHER OPEN SPACES TO PUBLIC USE, OR, WHEN THE SUBDIVIDER HAS MADE PROVISION FOR PERPETUAL MAINTENANCE THEREOF, TO THE INHABITANTS OF THE SUBDIVISION.
THIS SUBDIVISION IS TO BE KNOWN AS *KITTIE HILL ACRES, TRACT 13 REPLAT*.
TO CERTIFY WHICH, WITNESS BY MY HAND THIS 12TH DAY OF JAN 2016

1/12/16

KHAZ SOMJEE, MEMBER — DATE
SSA INVESTMENTS, LLC
7603 REDMOND COURT
SUGARLAND, TX 77479

STATE OF TEXAS } KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON }

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KHAZ SOMJEE, SSA INVESTMENTS, LLC, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 12TH DAY OF JAN 2016

FAIZA ALI
Notary Public, State of Texas
My Commission Expires
February 21, 2017

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES ON: 2/21/2017

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

I, SHARI CARMODY GREENE, OWNER OF LOT 13A, TRACT 13, KITTIE HILL ACRES, A SUBDIVISION RECORDED IN CABINET F, SLIDE 45, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS, AS CONVEYED BY INSTRUMENT RECORDED IN DOCUMENT NUMBER 1997020623 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAVE AND EXCEPT THOSE CERTAIN PORTIONS RECORDED IN DOCUMENT NUMBER 2005060736 AND 2006020030, BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY RESUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO ALL ADDITIONAL ROW, STREETS, ALLEYS, EASEMENTS, PARKS, AND OTHER OPEN SPACES TO PUBLIC USE, OR, WHEN THE SUBDIVIDER HAS MADE PROVISION FOR PERPETUAL MAINTENANCE THEREOF, TO THE INHABITANTS OF THE SUBDIVISION.
THIS SUBDIVISION IS TO BE KNOWN AS *KITTIE HILL ACRES, TRACT 13 REPLAT*.
TO CERTIFY WHICH, WITNESS BY MY HAND THIS 13 DAY OF January 2016

01.13.2016

SHARI CARMODY GREENE — DATE
3701 RONALD W. REAGAN BLVD.
LEANDER, TX 78641

STATE OF TEXAS } KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON }

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED SHARI CARMODY GREENE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 13th DAY OF JAN 2016

Rebecca Dickerson
My Commission Expires
11/04/2018

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES ON: 11-04-2018

BY SIGNING THIS PLAT, FOR AND IN CONSIDERATION OF THE SUM OF TEN ($10.00) DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY AND RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE UNDERSIGNED HEREBY RELEASES THE RIGHTS-OF-WAY, STREETS, ALLEYS, EASEMENTS, PARKS, AND OTHER OPEN SPACES INDICATED AS DEDICATED TO PUBLIC USE SET FORTH ON THIS PLAT, FROM ANY DEED OF TRUST, VENDOR'S LIEN, OR OTHER TYPE OF LIEN OR NOTE ON THE PROPERTY OWNED BY THE LIEN HOLDER, INCLUDING BUT NOT LIMITED TO THE NOTE AND LIEN DESCRIBED IN THE INSTRUMENT ~~RECORDED~~ SUBORDINATED OF RECORD IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AT VOL. _____ PAGE _____ /DOCUMENT NO. 2005060736 and 2006020030

Buddy Schroeder, CEO — DATE
UNITED HERITAGE CREDIT UNION
BUDDY SCHROEDER
PRESIDENT / CEO
~~4001 EAST STATESVILLE BOULEVARD~~
~~WACO, TEXAS, 76708~~

Jan. 14, 2016

STATE OF TEXAS } KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS }

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Buddy Schroeder, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 14th DAY OF January 2016

HEATHER I RAN CRAWFORD
My Notary ID # 12014694
Expires December 17, 2019

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES ON: 12-17-19

(BEING 3.30 ACRES OF LAND, BEING ALL OF TRACT 13, KITTIE HILL ACRES, A SUBDIVISION RECORDED IN CABINET F, SLIDE 45, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS, AS CONVEYED BY INSTRUMENT RECORDED IN DOCUMENT NUMBER 1997020623 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAVE AND EXCEPT THOSE CERTAIN PORTIONS RECORDED IN DOCUMENT NUMBER 2005060736 AND 2006020030, BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 3.30 ACRES OF LAND TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING at an iron set in concrete in the northerly right-of-way line of Hero Way, at the northeast corner of Tract 10 of said subdivision, same being the southeast corner of said Tract 13, for the southeast corner hereof;
THENCE North 20 degrees 59 minutes 08 seconds West, along the common line of said Tract 10 and 13, 409.22 feet to an iron rod set in at the southeast corner of Tract 12 of said subdivision, same being the northeast corner of said Tract 13, for the northeast corner hereof;
THENCE North 68 degrees 59 minutes 49 seconds East, along the southerly line of said Tract 12 and the southerly line of land Tract 17, 368.84 feet to a ~~60D~~ nail found 40 feet west, in the westerly right-of-way line of Ronald Reagan Boulevard, for the northeast corner hereof;
THENCE South 19 degrees 21 minutes 31 seconds East, along said Ronald Reagan Boulevard, through said Tract 13, 361.56 feet to an iron rod found at the intersection of said Ronald Reagan Boulevard and said Hero Way, for the southeast corner hereof;
THENCE South 25 degrees 31 minutes 37 seconds West, along said Hero Way, continuing through said Tract 13, 64.49 feet to an iron rod found in said Hero Way, same being in the southerly line of said Tract 13, for an angle corner in the southerly line hereof;
THENCE South 68 degrees 27 minutes 23 seconds West, along said Hero Way and the southerly line of said Tract 13, 303.61 feet to the Point of Beginning.)

I, JOSHUA T. ANDERSON, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE CITY OF LEANDER SUBDIVISION ORDINANCE AND IS TRUE AND CORRECT TO THE BEST OF MY ABILITY, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, THAT ALL BOUNDARY MONUMENTATION ARE IN PLACE AS INDICATED HEREON AND THAT A TITLE COMMITMENT WAS FURNISHED BY INDEPENDENCE TITLE GF# 1438824-BAL DATED JULY 30TH, 2015

JOSHUA T. ANDERSON, PE, CFM 85577
PROFESSIONAL STRUCTIVE ENGINEERS, INC.
REGISTERED ENGINEERING FIRM F-4951
12710 RESEARCH BLVD., SUITE NO. 390
AUSTIN, TEXAS 78759 (512) 238-6422

DATE

I HEREBY CERTIFY THAT THE ENGINEERING WORK BEING SUBMITTED HEREIN COMPLIES WITH ALL PROVISIONS OF THE TEXAS ENGINEERING PRACTICES ACT, INCLUDING SECTION 193.133(F) AND COMPLIES WITH THE CITY OF LEANDER SUBDIVISION ORDINANCE. I HEREBY ACKNOWLEDGE THAT ANY MISREPRESENTATION REGARDING THIS CERTIFICATION CONSTITUTES A VIOLATION OF THE ACT, AND MAY RESULT IN CRIMINAL, CIVIL, ARBOR ADMINISTRATIVE PENALTIES AGAINST ME AS AUTHORIZED BY THE ACT.

THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

DATE

I, EDWARD C. RUMSEY, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES TO THE CITY OF LEANDER SUBDIVISION ORDINANCE AND IS TRUE AND CORRECT TO THE BEST OF MY ABILITY, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, THAT ALL BOUNDARY MONUMENTATION ARE IN PLACE AS INDICATED HEREON AND THAT A TITLE COMMITMENT WAS FURNISHED BY INDEPENDENCE TITLE GF# 1438824-BAL DATED JULY 30TH, 2015

EDWARD C. RUMSEY
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5729
DATE 09/17/15

EDWARD CHANCEY RUMSEY
5729
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS

NOTES:

1. THIS SUBDIVISION IS WHOLLY CONTAINED WITHIN THE CURRENT CORPORATE LIMITS OF THE CITY OF LEANDER, TEXAS.
2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE CITY OF LEANDER WATER DISTRIBUTION AND WASTEWATER COLLECTION FACILITIES.
3. A BUILDING PERMIT IS REQUIRED FROM THE CITY OF LEANDER PRIOR TO CONSTRUCTION AND BUILDING OF SITE IMPROVEMENTS ON ANY LOT IN THIS SUBDIVISION.
4. NO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES ARE PERMITTED WITHIN DRAINAGE EASEMENTS SHOWN HEREON, AS APPROVED BY THE CITY OF LEANDER PUBLIC WORKS DEPARTMENT.
5. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY THE CITY OF LEANDER.
6. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS ASSIGNS.
7. IN ADDITION TO THE EASEMENT SHOWN HEREON, A TEN (10) FOOT WIDE PUBLIC UTILITY EASEMENT IS DEDICATED ALONG AND ADJACENT TO ALL RIGHT-OF-WAY AND A TWO AND A HALF (2.5) FOOT WIDE PUBLIC UTILITY EASEMENT IS DEDICATED ALONG ALL SIDE LOT LINES.
8. NO PORTION OF THIS TRACT IS WITHIN A FLOOD HAZARD AREA AS SHOWN ON FLOOD INSURANCE RATE MAP PANEL 48491C 0455E FOR WILLIAMSON CO., EFFECTIVE 09/26/2008.
9. BUILDING SETBACKS NOT SHOWN HEREON SHALL COMPLY WITH THE MOST CURRENT ZONING ORDINANCE OF THE CITY OF LEANDER. ADDITIONAL RESIDENTIAL GARAGE SETBACKS MAY BE REQUIRED AS LISTED IN THE CURRENT ZONING ORDINANCE.
10. A TEN (10') FOOT SIDEWALK SHALL BE INSTALLED ON THE SUBDIVISION SIDE OF RONALD W. REAGAN BOULEVARD (BOTH SIDES) AND ON EIGHT (8') FOOT SIDEWALKS INSTALLED ON THE SUBDIVISION SIDE OF HERO WAY (NOT BOTH SIDES). THOSE SIDEWALKS NOT ABUTTING A RESIDENTIAL, COMMERCIAL OR INDUSTRIAL LOT (INCLUDING SIDEWALKS ALONG STREET FRONTAGES OF LOTS PROPOSED FOR SCHOOLS, CHURCHES, PARK LOTS, DETENTION LOTS, DRAINAGE LOTS, LANDSCAPE LOTS, OR SIMILAR LOTS), SIDEWALKS ON ARTERIAL STREETS TO WHICH ACCESS IS PROHIBITED, SIDEWALKS ON DOUBLE FRONTAGE LOTS ON THE SIDE TO WHICH ACCESS IS PROHIBITED, AND ALL SIDEWALKS ON SAFE SCHOOL ROUTES SHALL BE INSTALLED WHEN THE ADJOINING STREET IS CONSTRUCTED.
11. ALL UTILITY LINES MUST BE LOCATED UNDERGROUND.
12. ALL DRIVE LANES, FIRE LANES, AND DRIVEWAYS WITHIN THIS SUBDIVISION SHALL PROVIDE FOR RECIPROCAL ACCESS FOR INGRESS AND EGRESS TO ALL OTHER LOTS WITHIN THE SUBDIVISION AND TO ADJACENT PROPERTIES.
13. AT THE TIME OF SITE DEVELOPMENT PERMIT, THE APPLICANT WILL PROVIDE A PAYMENT TO THE CITY IN LIEU OF A TRAFFIC IMPACT ANALYSIS (TIA), UNLESS A TIA IS FOR THE ENTIRE DEVELOPMENT AS PROPOSED IN THE CONCEPT PLAN SHOWING THAT AVERAGE DAILY TRIPS ARE ESTIMATED TO BE 2,000.
14. ROADWAY STREET IMPROVEMENT FEES ARE REQUIRED FOR THE FRONTAGE ALONG HERO WAY.
15. WATER SERVICE MUST BE EXTENDED TO THE SITE AND ALONG THE RONALD W. REAGAN BLVD. AND HERO WAY FRONTAGE WITH THE SITE DEVELOPMENT.
16. ONE JOINT USE DRIVEWAY IS PERMITTED ON HERO WAY BETWEEN LOTS 13A & 13B AND ONE JOINT USE DRIVEWAY IS PERMITTED ON RONALD W. REAGAN BLVD. FOR THE BENEFIT OF LOTS 13A & 13B.
17. THIS SUBDIVISION IS SUBJECT TO ALL GENERAL NOTES AND RESTRICTIONS APPEARING ON THE PLAT OF KITTIE HILL ACRES, TRACT 13, RECORDED AT CABINET F, SLIDE 45 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

APPROVED THIS THE 26 DAY OF Jan 2016 A.D. AT A PUBLIC MEETING OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF LEANDER, TEXAS AND AUTHORIZED TO BE FILED FOR RECORD BY THE COUNTY CLERK OF WILLIAMSON COUNTY.

SID SOKOL, CHAIRMAN
PLANNING AND ZONING COMMISSION
CITY OF LEANDER, TEXAS

ATTEST: Ellen Pigalate
ELLEN PIGALATE, SECRETARY
PLANNING AND ZONING COMMISSION
CITY OF LEANDER, TEXAS

STATE OF TEXAS
COUNTY OF WILLIAMSON

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE DAY OF Feb 22, 2016 A.D. AT 2:50 O'CLOCK P. M. AND DULY RECORDED ON THIS THE DAY OF Feb 22, 2016 A.D. AT 3:20 O'CLOCK P. M. IN THE PLAT RECORDS OF SAID COUNTY IN [redacted] DOCUMENT # 2016014191

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS THE LAST DATE WRITTEN ABOVE.

NANCY RISTER, CLERK, COUNTY COURT OF WILLIAMSON COUNTY, TEXAS

BY: Lorraine Phelps, DEPUTY
Lorraine Phelps

Sairam Ventures LLC
PARCEL 204
LTSI TRACT 24B
Loc. #102, #103

AFFIDAVIT
(for Disinterested Party)

THE STATE OF TEXAS	§	County: WILLIAMSON
	§	Project CSJ No.: 0914-05-222
COUNTY OF WILLIAMSON	§	Highway Name/No.: 2243 / HERO WAY

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared LEE SPARROW, who after being by me duly sworn upon his/her oath deposes and says as follows:

"I, LEE SPARROW, am over the age of 18 years and am fully competent to testify to the matters set forth in this Affidavit. I have personal knowledge of all facts and swear that such facts are true and correct.

1. My current residence is 1205 RIO FRIO LN HOUSTON 77624 Texas;
2. I am familiar with the land that is the subject of this Affidavit because LOOKING AT PROPERTY
3. I have personal knowledge that Pedernales Electric Cooperative, Inc. (PEC) has occupied a 4.007 acre tract of land, more or less, situated in the MILTON HICKS SURVEY, ABSTRACT NO. 287, Williamson County, Texas, being a portion of that certain tract of land described in Deed to Franklin L. King and wife, Barbara J. King recorded in Volume 2142, Page 722, Official Records, Williamson County, Texas. Said 4.007 acre tract being more particularly described in Document No. 2019092211, Official Records, Williamson County, Texas. for a period of 10 years.
4. PEC has occupied the land by the placement of electric poles and lines, and said facilities have been present continuously during the period of the Utility's occupation.

Further affiant sayeth not."

Signature

Acknowledgement

State of Texas
County of Williamson

This instrument was acknowledged before me on March 06, 2025 by LEE SPARROW

.

DANIEL LEE REAUME, II
Notary Public, State of Texas
Comm. Expires 09-15-2028
Notary ID 132677539

Notary Public's Signature

LTSI TRACT 24B
Loc. #102, #103

Form ROW-U-1A
Rev. 3/2004
Replaces Form D-15-U1
GSD-EPC

AFFIDAVIT
(for Utility Owner)

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

County: WILLIAMSON
Project CSJ No.: 0914-05-222
Highway Name/No: 2243 / HERO WAY

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared VANCE HOY of the Pedernales Electric Cooperative Inc. (PEC), who after being by me duly sworn upon his/her oath deposes and says as follows:

"I, VANCE HOY am over the age of 18 years and am fully competent to testify to the matters set forth in this Affidavit. I have personal knowledge of all facts and swear that such facts are true and correct.

1. Being a 4.007 acre tract of land, more or less, situated in the MILTON HICKS SURVEY, ABSTRACT NO. 287, Williamson County, Texas, being a portion of that certain tract of land described in Deed to Franklin L. King and wife Barbara J. King recorded in Volume 2142, Page 722, Official Records, Williamson County, Texas. Said 4.007 acre tract being more particularly described in Document No. 2109092211 Official Records, Williamson County, Texas;
   [legal description of land]

2. Based on a site observation, I confirm PEC Utility power line facilities are located on the said tract of land;

3. PEC Pole ownership tags; are present on poles found on said tract of land

4. PEC facility maps / records show power line facilities on said tract of land

5. Utilities were installed before 2004;

Further affiant sayeth not."

Signature

PLANNING PLANNER
Title

Pedernales Electric Cooperative Inc.
Company

Corporate Acknowledgment

State of Texas
County of Williamson

This instrument was acknowledged before me on March 6, 2025 by Vance Hoy,

Planning Manager of Pedernales Electric Cooperative Inc., a Texas cooperative, on behalf of said cooperative.

DANIEL LEE REAUME, II
Notary Public, State of Texas
Comm. Expires 09-15-2028
Notary ID 132677539

Notary Public's Signature

MOORE
PARCEL 205
LTSI TRACT 24
Loc. #105

WILLLIAMSON COUNTY CLERK

OFFICIAL PUBLIC RECORDS

DOCUMENT NUMBER 9339247

WAS ASSIGNED TO A SUBDIVISION AND

CAN BE FOUND IN THE PLAT RECORDS

IN CABINET K SLIDE(S) 297

Unofficial Document

1 Geneva Lee Keith
RR 4, Box 78
Georgetown, Texas 78628-9630
8.5 Acres

2 Michael J. Bushkuhl
104 Ramblewood Circle
Longview, Tx 75601-3045
8.020 Acres

3 Robert R. Miller
RR 4 Box 75
Georgetown, Texas 78628-9630
14.49 Acres

4 Mrs. Phil Keith
Rt 4 Box 78
Georgetown, Texas 78628
1 Acres

5 Oliver Howland
Barbara J. & Franklin L. King
3805 Northview Avenue
Las Cruces, NM 88005-4718

6 Larry Frusenhahn
P O Box 859
Leander, Texas 78759-0859
17.696 Acres

7 Ralph Daugherty
100 Congress Suite 1400
Austin, Texas 78701

8 Doris Pyle
RR 13 Box 965
Leander, Tx 78641-9509

9 Jack Carmody
Rt 13 Box 957B
Leander, Texas 78641

10 RJW-JRC Joint Venture
P O Box 32
Cedar Park, Tx 78613

LEGEND:
● = 1/2" REBAR FOUND
○ = 1/2" REBAR SET
■ = CONCRETE MONUMENT FOUND
□ = CONCRETE MONUMENT SET
CITY OF LEANDER EXTRA-TORITORIAL JURISDICTION
[1] = Property Owners Address (See Table)

Curve #	Radius	Delta	Length	Tangent	Chord/Brg
C1	1105.91'	36°13'10"	699.10'	361.67'	687.52' N56-11-06.0E
C2	1105.91'	30°09'22"	582.06'	297.94'	575.37' N53-09-12.0E
C3	1105.91'	6°03'48"	117.03'	58.57'	116.98' S71-15-47 W
C4	20.00'	90°00'00"	31.42'	20.00'	28.28' S26-03-06.2W
C5	20.00'	90°00'00"	31.42'	20.00'	28.28' S63-56-53.8E
C6	25.00'	49°40'47"	21.68'	11.57'	21.00' S 24°12'43"W
C7	60.00'	47°23'34"	49.63'	26.33'	48.23' S 88°04'06 W
C8	60.00'	59°36'07"	62.41'	34.36'	59.64' N81-26-03.2W
C9	60.00'	47°07'03"	49.34'	26.16'	47.96' N28-04-26.3W
C10	60.00'	62°37'25"	65.58'	36.50'	62.36' S26-47-45.9W
C11	60.00'	62°37'25"	65.58'	36.50'	62.36' N89°25 R" E
C12	25.00'	49°40'47"	21.68'	11.57'	21.00' N84°06'30"W

Cabinet K, Slide 297

HIGHMEADOW ESTATES PHASE ONE

METES AND BOUNDS DESCRIPTION

ALL THAT CERTAIN PARCEL OR TRACT OF LAND BEING A PORTION OF THAT CERTAIN 150.96 ACRE TRACT OF LAND OUT OF THE MILTON HICKS SURVEY, ABSTRACT NO. 298 IN WILLIAMSON COUNTY, TEXAS, AS DESCRIBED IN SUBSTITUTE TRUSTEE'S DEED RECORDED IN VOLUME 2012, PAGE 175 OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the north r.o.w. line of FM 2243 with the intersection of the east r.o.w. line of County Road 268 for the southwest corner and PLACE OF BEGINNING hereof;

THENCE with the east r.o.w. line of Country Road 268, N 18° 56' 54" W 3147.94 feet to a concrete monument set at the northwest corner of the above described 150.96 acres for the northwest corner hereof; from which point the approximate north west corner of the Milton Hicks Survey, Abstract No. 298 bears N 21° W 728 feet,

THENCE with the north line of the above described tract of land, N 70° 56' 11" E 1557.45 feet to a concrete monument set in a drainage swale for the northeast corner hereof;

THENCE along the centerline of said drainage swale the following twenty-two (22) courses:

S 02° 31' 59" E 314.53 feet to a 1/2" rebar set for an angle point;

S 44° 57' 50" W 188.84 feet to a 1/2" rebar set for an angle point;

S 05° 33' 44" W 120.18 feet to a 1/2" rebar set for an angle point;

S 23° 00' 10" E 156.65 feet to a 1/2" rebar set for an angle point;

S 10° 35' 27" W 126.48 feet to a 1/2" rebar set for an angle point;

S 09° 55' 02" E 146.67 feet to a 1/2" rebar set for an angle point;

S 31° 02' 57" W 127.76 feet to a 1/2" rebar set for an angle point;

S 11° 59' 08" W 216.68 feet to a concrete monument set for an angle point;

S 38° 59' 14" W 314.73 feet to a 1/2" rebar set for an angle point;

S 69° 12' 53" W 206.50 feet to a 1/2" rebar set for an angle pont;

S 06° 51' 02" W 218.05 feet to a 1/2" rebar set for an angle point;
S 19° 04' 29" E 86.51 feet to a 1/2" rebar set for an angle point;

S 20° 18' 34" E 412.62 feet to a 1/2" rebar set for an angle point;

S 18° 32' 08" E 108.50 feet to a concrete monument set for an angle point;

S 05° 36' 59" W 69.42 feet to a 1/2" rebar set for an angle point;

S 23° 11' 50" E 183.80 feet to a 1/2" rebar set for an angle point;

S 43° 42' 18" E 42.41 feet to a 1/2" rebar set for an angle point;

S 19° 02' 50" E 149.14 feet to a 1/2" rebar set for an angle point;

S 16° 37' 15" E 109.06 feet to a 1/2" rebar set for an angle point;

S 21° 25' 37" E 143.73 feet to a 1/2" rebar set for an angle point;

S 49° 25' 41" E 123.06 feet to a 1/2" rebar set for an angle point;

S 29° 57' 54" E 251.69 feet to a 1/2" rebar set in the curving north r.o.w. line of FM 2243 for the southeast corner hereof;

THENCE with the curving north r.o.w. line of FM 2243, along a curve to the right, whose central angle is 36° 13' 10", radius is 1105.91 feet, and whose sub-chord bears S 71° 15' 47" W 116.98 feet to a concrete highway r.o.w. monument found at a point of tangency hereof;

THENCE continuing with the northerly r.o.w. line of FM 2243, S 74° 18' 06" W 270.09 feet to a 1/2" rebar set for an angle point hereof;

THENCE continuing with the northerly r.o.w. line of FM 2243, S 71° 10' 41" W 128.35 feet to the PLACE OF BEGINNING and containing 54.820 acres of land, more or less.

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

I, Ralph W. Harris, a Registered Professional Land Surveyor, authorized under the laws of the State of Texas to practice the profession of surveying, do hereby certify that this plat complies with the surveying related portion of the City of Leander Subdivision Ordinance, and is true and correct to the best of my knowledge and was prepared from a survey made on the ground under my direction and supervision.

TO CERTIFY WHICH, WITNESS my hand and seal at Austin, Travis County, Texas, this the 30th day of June, 1992, A.D.

Ralph W. Harris, R.P.L.S. No. 1729
Ralph Harris Surveyor Inc.
1406 Hether
Austin, Texas 78704

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS:

That Ralph H. Daugherty, Trustee, owner of that certain 54.820 acre tract of land out of the Milton Hicks Survey, Abstract No. 298, Williamson County, Texas, being a portion of that 150.96 acre tract of land as conveyed by deed recorded in Volume 2012, Page 175, of the Deed Records of Williamson County, Texas, do hereby subdivide the said 54.820 acres of land as shown hereon, subject to any easement or restrictions heretofore granted and do hereby dedicate to the public the streets and easements shown hereon, to be known as HIGHMEADOW ESTATES PHASE ONE.

Witness the hand of Ralph H. Daugherty, Trustee, this 1 day of July, 1992, A.D.

Ralph H. Daugherty, Trustee
100 Congress Suite 1400
Austin, Texas 78701
512-322-8000

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS:

That before me, the undersigned authority on this day personally appeared Ralph H. Daugherty, acting in the capacity herein stated, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 1 day of July, 1992 A.D.

MARGIE HARRIS
NOTARY PUBLIC STATE OF TEXAS
MY COMMISSION EXPIRES
JANUARY 28, 1993

Signature
Printed Name: Margie Harris
Notary Public in and for the State of Texas
Commission Expires: 1-28-93

STATE OF TEXAS §
COUNTY OF WILIAMSON §

I, John C. Doerfler, County Judge of Williamson, County, Texas, do hereby certify that this plat, with written field notes shown hereon, and the surveyors certificate appearing hereon, that the plat of Highmeadow Estates Phase One, having been duly presented to the Commissioners Court of Williamson County, Texas, and by said court duly considered, were this day approved, and said plat is authorized to be registered and recorded in the Property Records of the County Clerk of Williamson County, Texas.

September 8, 1992
Date

John C. Doerfler, County Judge
Williamson County, Texas

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

I, Elaine Bizzell, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with it's certificate of authentication was filed for record in my office on the 23 day of September, 1992, A.D., at 4:00 o'clock P.M., and duly recorded this the 23rd day of September, 1992, A.D. at 4:05 o'clock P.M. in the Plat Records of said County, in Cabinet K, Slide 297-299.

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.

[redacted], Clerk, County Court, Williamson County, Texas

By: Belinda Wallace
Deputy

COUNTY COURT OF WILLIAMSON COUNTY, TEXAS

Approved for the U. S. Postal Service this the 8 day Sept, 1992, A.D.

[redacted], Postmaster
City of Georgetown, Texas

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

I, Frederick A. Jay, a Registered Professional Engineer, do hereby certify that this subdivision is not in the Edwards Aquifer Recharge Zone and is not within Zone A, a 100-year flood plain as defined by the Federal Emergency Management Agency Flood Insurance Rate Map for Williamson County, Texas and Incorporated Areas, Community-Panel Number 48491C0216 C, effective date September 27, 1991.

However, no drainage study has been performed by the undersigned on this property to determine the accuracy of the above-referenced Flood Insurance Rate Map.

TO CERTIFY WHICH, WITNESS my hand and seal this the 2nd day of July, 1992, A.D.

Frederick A. Jay, P.E.
Registered Professional Engineer No. 41185
Jay Engineering Company, Inc.
P O Box 10998-503
Austin, Texas 78766

STATE OF TEXAS
FREDERICK A. JAY
41185
REGISTERED
PROFESSIONAL ENGINEER

Cabinet K Slide 298

Cabinet K Slide 298

HIGHMEADOW ESTATES PHASE ONE

In approving this plat by the Commissioners Court of Williamson County, Texas, it is understood that the building of all streets, roads, and other public thoroughfares and any bridges or culverts necessary to be constructed or placed in such streets, roads or other public thoroughfares as shown on this plat, or in connection therewith, shall be the responsibility of the owner and/or developer of the tract of land covered by this plat in accordance with plans and specifications prescribed by the Commissioners Court of Williamson County, Texas, and said Court assumes no obligation to build the streets, roads or other public thoroughfares shown on this plat, or of constructing any bridges or culverts in connection therewith. It is further understood that upon completion of the aforesaid obligations of the developer and 60% occupancy of the lots along the roadways and streets has been achieved, and all driveway drainpipes have been installed, on written permission from the County Commissioner, the Commissioners Court assumes full responsiblity for maintenance of said streets.

KNOW ALL MEN BY THESE PRESENTS:

That, Ralph H. Daugherty, Trustee, Owner of the hereon described subdivision to be known as HIGHMEADOW ESTATES PHASE ONE, is herby authorized to file for record in the Office of the County Clerk of Williamson County, Texas, this plat of said subdivision attached hereto, and that the County Clerk of Williamson County, is hereby authorized to file for record said plat of land.

ADOPTED AND APPROVED THIS THE 19 DAY OF August, 1992, A.D.

Don Roberts, Chairman
Planning and Zoning Commission, Leander, Texas

ATTEST: Phyllis Neves
Phyllis Neves, Secretary
Planning and Zoning Commission, Leander, Texas

WILLIAMSON COUNTY HEALTH DISTRICT

1. No structure or land on this plat shall hereafter be located or altered without first submitting a CERTIFICATE OF COMPLIANCE Application form to the Williamson County Flood Plain Administrator.
2. This tract is not located within the Edward's Aquifer Recharge Zone.

Based upon the above representations of the engineer or surveyor whose seal is affixed hereto, and after a review of the plat as represented by the said engineer or surveyor, I find that this plat complies with the requirements of Edward's Aquifer Regulations for Williamson County, The Williamson County Flood Plain Regulations and Williamson County On-site Sewage Facility Regulations. This certification is made solely upon such representations and should not be relied upon for verification of the facts alleged. The Williamson County Health District 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.

Director of Environmental Services

8/27/92
Date

NOTES:

1. TOTAL ACREAGE = 54.82 ACRES
2. TOTAL LOTS = 10
3. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY THE CITY OF LEANDER, TEXAS.
4. EACH LOT ON THIS SUBDIVISION IS APPROVED FOR ONE SINGLE FAMILY DWELLING ONLY, SERVED BY AN APPROVED PRIVATE ON-SITE WASTEWATER DISPOSAL SYSTEM.
5. BUILDINGS MUST BE SETBACK 50 FEET FROM ALL FRONT AND SIDE LOT LINES.
6. THERE IS HEREBY DEDICATED A 10 FOOT WIDE EASEMENT ON EACH SIDE OF ALL REAR LOT LINES AND A 7 FOOT WIDE EASEMENT ON EACH SIDE OF ALL SIDE LOT LINES.
7. NO BUILDING, ON-SITE SEWAGE FACILITY, OR OTHER STRUCTURE SHALL BE CONSTRUCTED WITHIN 100 FEET OF THE REAR LOT LINES OF LOTS 3, 4, 5, 7, 8, 9, AND 10, OR WITHIN 50 FEET OF THE REAR LOT LINES OF LOTS 1, 2, AND 6.
8. NO LOT WITHIN THIS SUBDIVISION IS ENCROACHED BY ANY AREA WHICH IS SUBJECT TO 1% CHANCE OF FLOODING DURING ANY GIVEN YEAR.

ROADWAY WIDENING EASEMENT

There is hereby dedicated a 15-Ft. roadway right-of-way widening easement along the Eastern right-of-way line of existing County Road 268, said line being also the Western boundary of Lots 1, 2, 6, 7, 8, 9 and 10, for the purpose of implementing any future roadway and/or drainage improvements.

Cabinet K Slide 299

Cabinet K Slide 299

KUCHERA
PARCEL 206 P3
LCRA - PARCEL 200
J&M LLC - PARCEL 207
RICHARD & SALLY CANTU - PARCEL 208
LTSI TRACT 26 & 27
Loc.'s #112, 115, #116, #118, #119, #120, #124

Form 21 P
REV. 1/68

THE STATE OF TEXAS
County of Burnet } KNOW A

That the undersigned M. Leo Naumann

for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the PEDERNALES ELECTRIC COOPERATIVE, INC., a corporation, whose postoffice address is JOHNSON CITY, TEXAS, and its successors or assigns, and authorized users of its easement facilities, the right to enter upon the lands of the undersigned, situated in the County of Williamson, State of Texas, and more particularly described as follows:

A tract of land located approximately 2½ miles N E.
(Show direction above)
from the town of Georgetown, and bounded

on the north by land owned by:
Harold Parker -;

on the south by land owned by:
F.M. Road - 2243 -;

on the east by land owned by:
" " "
;

and on the west by land owned by:
Co. Road -;

and to place, construct, operate, repair, maintain, rebuild, relocate and replace thereon and in or upon all streets, roads, or highways abutting said lands an electric and/or telephone transmission or distribution line or system, including the right to install in the future such additional poles, guys, anchors, conductors and line appurtenances as may be necessary or desirable in the Cooperative's operations, and to cut and trim at any time trees and shrubbery to the extent deemed desirable by Cooperative to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling;

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, rebuilding, relocating, replacing and removing said lines and appurtenances.

In granting this easement, it is understood that the location of the poles will be such as to form the least possible interference to farm operations, so long as costs of construction are not materially increased thereby.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

_____

_____

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 19th day of August, 1969.

Sealed and delivered
in the presence of:

M Leo Naumann L.S.

_____ L.S.
(Witness)

Naumann Seattle Dep

Naumann, M Leo

FILE Only -
no application

THE STATE OF TEXAS,
County of Burnet

BEFORE ME, C.R. Linroth, a Notary Public in and for Burnet County, Texas, on this day personally appeared M Lee Mummert

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of Aug. A. D. 1969

C R Linroth

Notary Public Burnet County, Texas.

THE STATE OF TEXAS,
County of

BEFORE ME, _____, a Notary Public in and for _____ County, Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and, after being duely sworn by me stated on oath that he saw _____ _____, the grantor, subscribe the same and that he had signed the same as a witness at the request of the grantor.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ 19____

_____

Notary Public _____ County, Texas

THE STATE OF TEXAS,
County of

BEFORE ME, _____, a Notary Public in and for _____ County, Texas, on this day personally appeared _____ wife of _____, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ A. D. 19____

_____

Notary Public _____ County, Texas.

THE STATE OF TEXAS,
County of

BEFORE ME, _____, a Notary Public in and for _____ County, Texas, on this day personally appeared _____ President of _____ of the County and State aforesaid, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of _____ and as the President thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ A. D. _____

_____

Notary Public _____ County, Texas.

Attachment F

Wilco – U-80A – Joint Use Agreement

Utility Joint Use Agreement 80A

Agreement No. WC-JUA-UTILITY-RM 2243/HERO WAY– PEC

THE STATE OF TEXAS}
COUNTY OF WILLIAMSON}

County: Williamson
Road Location: RM 2243 / Hero Way
From 183A to 910 Feet West
of Escalera Parkway

WHEREAS, Williamson County, hereinafter called the **County**, proposes to make certain roadway improvements on that section of the above indicated roadway; and

WHEREAS, Pedernales Electric Cooperative, hereinafter called the **Owner**, proposes to relocate certain of its facilities on, along or across, and within or over such limits of the roadway right of way as indicated on the plans attached, executed by **Owner** on the_____day of _____, 2025, or on location sketches attached hereto except as provided below;

NOW, THEREFORE, it is hereby mutually agreed that joint use for both roadway and utility purposes will be made of the area within the right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Where **Owner** by reason of ownership within the area described above of an easement or fee title has the right to alter, modify or add to facilities presently located within the area described or construct additional facilities therein, such right is hereby retained, provided, however, if existing facilities are to be altered or modified or new facilities constructed within said area the **Owner** agrees to notify the **County** prior thereto, to furnish necessary sketches showing location, type of construction and methods to be used for protection of traffic, and if, in the sole opinion of the **County**, such alteration, modification or new construction will injure the roadway or endanger the traveling public using said roadway, the **County** shall have the right, after receipt of such notice, to prescribe such regulations and rules for the work proposed by **Owner** as the **County** deems necessary for the protection of the roadway facility and the traveling public using said roadway; provided further, however, that such regulations and rules shall not extend to the requiring of the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

In the event of an emergency, it being evident that immediate action is necessary for protection of the public health and safety and to minimize property damage and loss of investment, either party hereto may at their own responsibility and risk make necessary emergency repairs, notifying the other party hereto of this action as soon as is practical.

Participation in actual costs incurred by the **Owner** for any future adjustment, removal or relocation of utility facilities required by roadway construction shall be in accordance with this Agreement and the laws of the State of Texas. Except as expressly provided herein, (1) the **Owner's** rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public, and (2) the **Owner** and the **County**, by execution of this agreement, do not waive or relinquish any right which they may have under the law or Constitution of this State.

In the event the **Owner** fails to comply with the requirements as set out herein, the **County** may take such action, as it deems appropriate to compel compliance.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

Owner Pedernales Electric Cooperative
Utility Name

By _____
Authorized Signature

Title: PLANNING MANAGER

Date: 8-25-2025

Williamson County

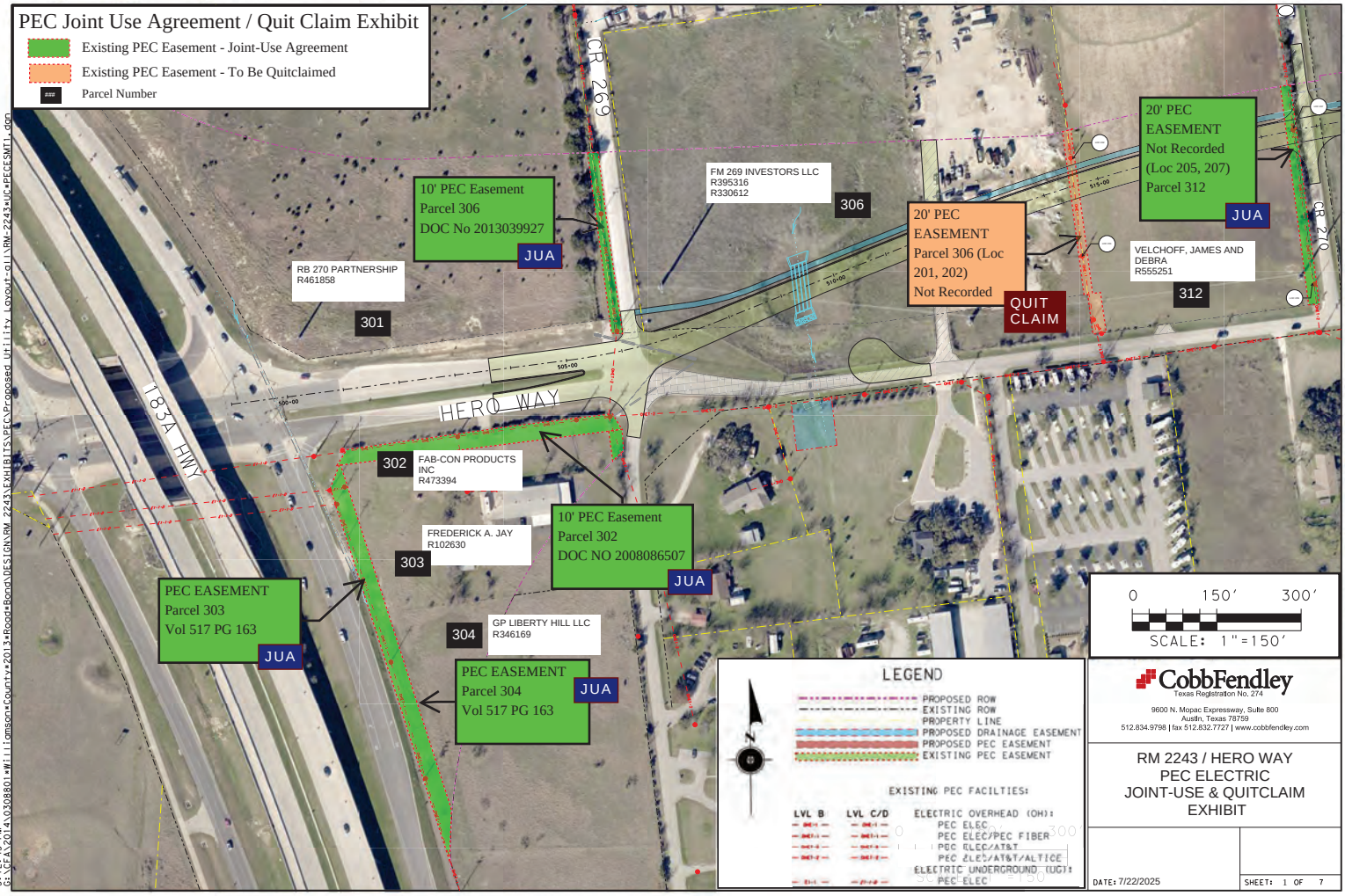
By _____
Authorized Signature

Title: Williamson County Judge

Date: _____

RM 2243 / HERO WAY
PEC ELECTRIC
JOINT-USE & QUITCLAIM
EASEMENT SUMMARY

EXHIBIT SHEET NUMBER	R-NUMBER	PARCEL NUMBER	OWNER	EASEMENT TYPE	EASEMENT NUMBER	QUITCLAIM	JOINT-USE AGREEMENT
1	473394	302	FAB-CON PRODUCTS	10' PEC ELEC	DOC NO 200808650		X
1	102630	303	FREDERICK A JAY	PEC ELEC	VOL 517 PG 163		X
1	346169	304	GP LIBERTY HILL LLC	PEC ELEC	VOL 517 PG 163		X
1	395316 330612	306	FM 269 INVESTORS LLC	10' PEC ELEC 20' PEC ELEC	DOC NO 2013039927 1 - UNRECORDED	X	
1 & 2	555251	312	JAMES AND DEBRA VELCHOFF	20' PEC ELEC	1 - UNRECORDED		X
2	555216	316	JNK PROPERTIES 1 (VIVIEK MAHENDRU, MD)	PEC ELEC	VOL 799 PG 624		X
2	324449	317	TECHTOWN INDUSTRIAL L1, LLC	PEC ELEC	VOL 799 PG 624		X
2	600075 600076	318	PRELUDE VENTURES LLC	PEC ELEC	VOL 799 PG 624		X
2	031285	319	JERRY WAYNE AND JAN DROPTINI	PEC ELEC	VOL 799 PG 624 VOL 806 PG 486		X
2 & 3	555221	321	JNK PROPERTIES 1 (VIVIEK MAHENDRU, MD)	PEC ELEC	VOL 799 PG 655 1-NOT RECORDED		X
3	508113	325	HARMONY PUBLIC SCHOOLS	PEC ELEC	VOL 623 PG 86 1-UNRECORDED		X
3	086402 031316	326	HERO WAY CROSSING, LLC	PEC ELEC	VOL 799 PG 628 1 - UNRECORDED VOL 806 PG 486	X	
3	555235	330	JNK PROPERTIES 1 (VIVIEK MAHENDRU, MD)	PEC ELEC	VOL 799 PG 631	X	
3	31352	333	PARK AT CYPRESS CREEK LLC	PEC ELEC	VOL 799 PG 635 1 - UNRECORDED	X	
3, 4 & 5	555246 031279	335	JNK PROPERTIES 1 (V MAHENDRU)	PEC ELEC	VOL 799 PG 638 3 - UNRECORDED VOL 799 PG 649	X	
3 & 4	98025	337	HEROWAY 15, LLC	20' PEC ELEC	VOL 799 PG 641	X	
4	432300	338	ZOOMERS INVESTMENT GROUP LLC	20' PEC ELEC	VOL 799 PG 641	X	
4 & 5	098017	341	JGHTDH #1 LLC	20' PEC ELEC	VOL 799 PG 641		X
5	031279	335	JNK PROPERTIES 1 (V MAHENDRU)	PEC ELEC	1 - UNRECORDED	X	
5	032144	204	SAIRAM VENTURES, LLC	PEC ELEC	AFFIDAVIT	X	
5	473778	205 P1	JIMMY MOORE & ELSA MOORE	30' PUE	CAB K SLIDE 297		X
5	334858	206 P1	ROY KUCHERA & ALICE KUCHERA	30' PUE	CAB K SLIDE 297		X
5	334857	221	UNITED BEAR CREEK STORAGE, LP	PEC ELEC	1- UNRECORDED		X
6	032110	206 P3	ROY KUCHERA & ALICE KUCHERA	PEC ELEC	1 - UNRECORDED		X
6	032147	200	LCRA TRANSMISSION SERVICES CORP	PEC ELEC	1-UNRECORDED		X



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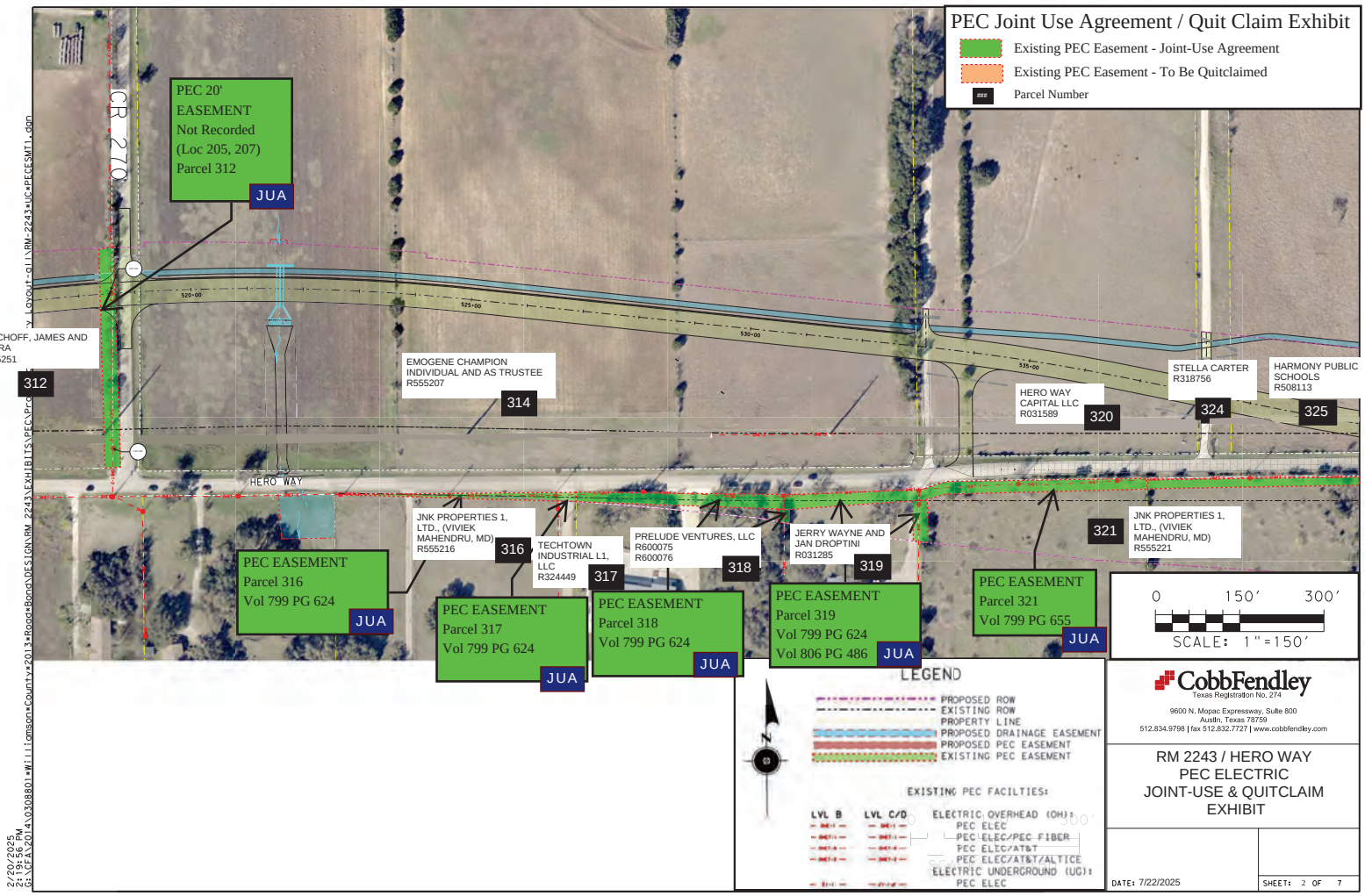

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Austin, Texas 78759
512.834.9798 | fax 512.832.7727 | www.cobbfendley.com

RM 2243 / HERO WAY
PEC ELECTRIC
JOINT-USE & QUITCLAIM
EXHIBIT

DATE: 7/22/2025

SHEET: 2 OF 7

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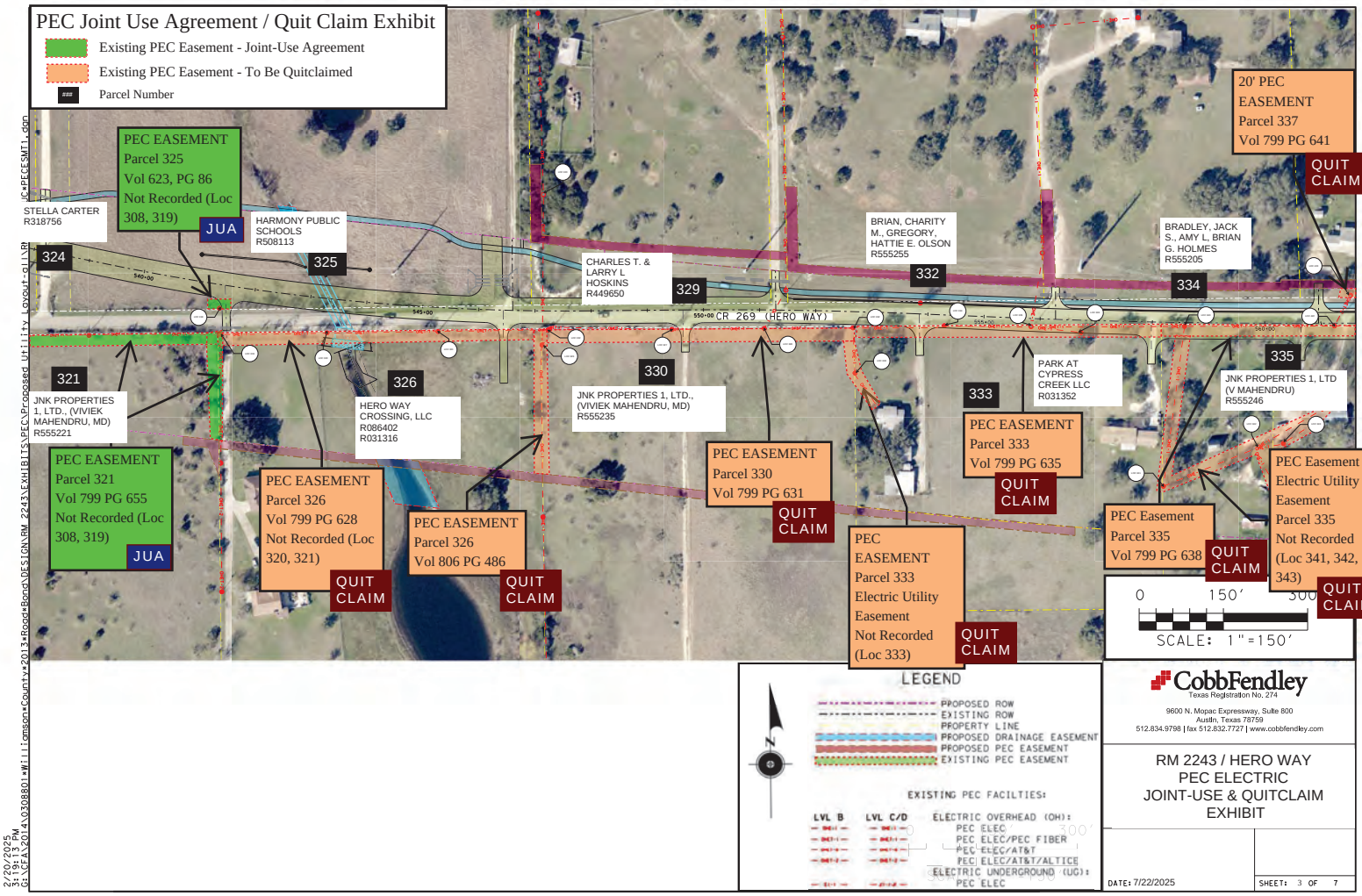
PEC Joint Use Agreement / Quit Claim Exhibit
Existing PEC Easement - Joint-Use Agreement
Existing PEC Easement - To Be Quitclaimed
Parcel Number
PEC EASEMENT
Parcel 325
Vol 623, PG 86
Not Recorded (Loc 308, 319)
JUA
STELLA CARTER
R318756
HARMONY PUBLIC SCHOOLS
R508113
324
325
CHARLES T. & LARRY L HOSKINS
R449650
329
BRIAN, CHARITY M., GREGORY, HATTIE E. OLSON
R555255
332
BRADLEY, JACK S., AMY L, BRIAN G. HOLMES
R555205
334
20' PEC EASEMENT
Parcel 337
Vol 799 PG 641
QUIT CLAIM
CR 269 (HERO WAY)
321
JNK PROPERTIES 1, LTD., (VIVIEK MAHENDRU, MD)
R555221
326
HERO WAY CROSSING, LLC
R086402
R031316
330
JNK PROPERTIES 1, LTD., (VIVIEK MAHENDRU, MD)
R555235
333
PARK AT CYPRESS CREEK LLC
R031352
335
JNK PROPERTIES 1, LTD (V MAHENDRU)
R555246
PEC EASEMENT
Parcel 321
Vol 799 PG 655
Not Recorded (Loc 308, 319)
JUA
PEC EASEMENT
Parcel 326
Vol 799 PG 628
Not Recorded (Loc 320, 321)
QUIT CLAIM
PEC EASEMENT
Parcel 326
Vol 806 PG 486
QUIT CLAIM
PEC EASEMENT
Parcel 330
Vol 799 PG 631
QUIT CLAIM
PEC EASEMENT
Parcel 333
Vol 799 PG 635
QUIT CLAIM
PEC EASEMENT
Parcel 333
Electric Utility Easement
Not Recorded (Loc 333)
QUIT CLAIM
PEC Easement
Parcel 335
Vol 799 PG 638
QUIT CLAIM
PEC Easement
Electric Utility Easement
Parcel 335
Not Recorded (Loc 341, 342, 343)
QUIT CLAIM
0 150' 300'
SCALE: 1"=150'
LEGEND
PROPOSED ROW
EXISTING ROW
PROPERTY LINE
PROPOSED DRAINAGE EASEMENT
PROPOSED PEC EASEMENT
EXISTING PEC EASEMENT
EXISTING PEC FACILITIES:
LVL B
LVL C/D
ELECTRIC OVERHEAD (OH):
PEC ELEC
PEC ELEC/PEC FIBER
PEC ELEC/AT&T
PEC ELEC/AT&T/ALTICE
ELECTRIC UNDERGROUND (UG):
PEC ELEC
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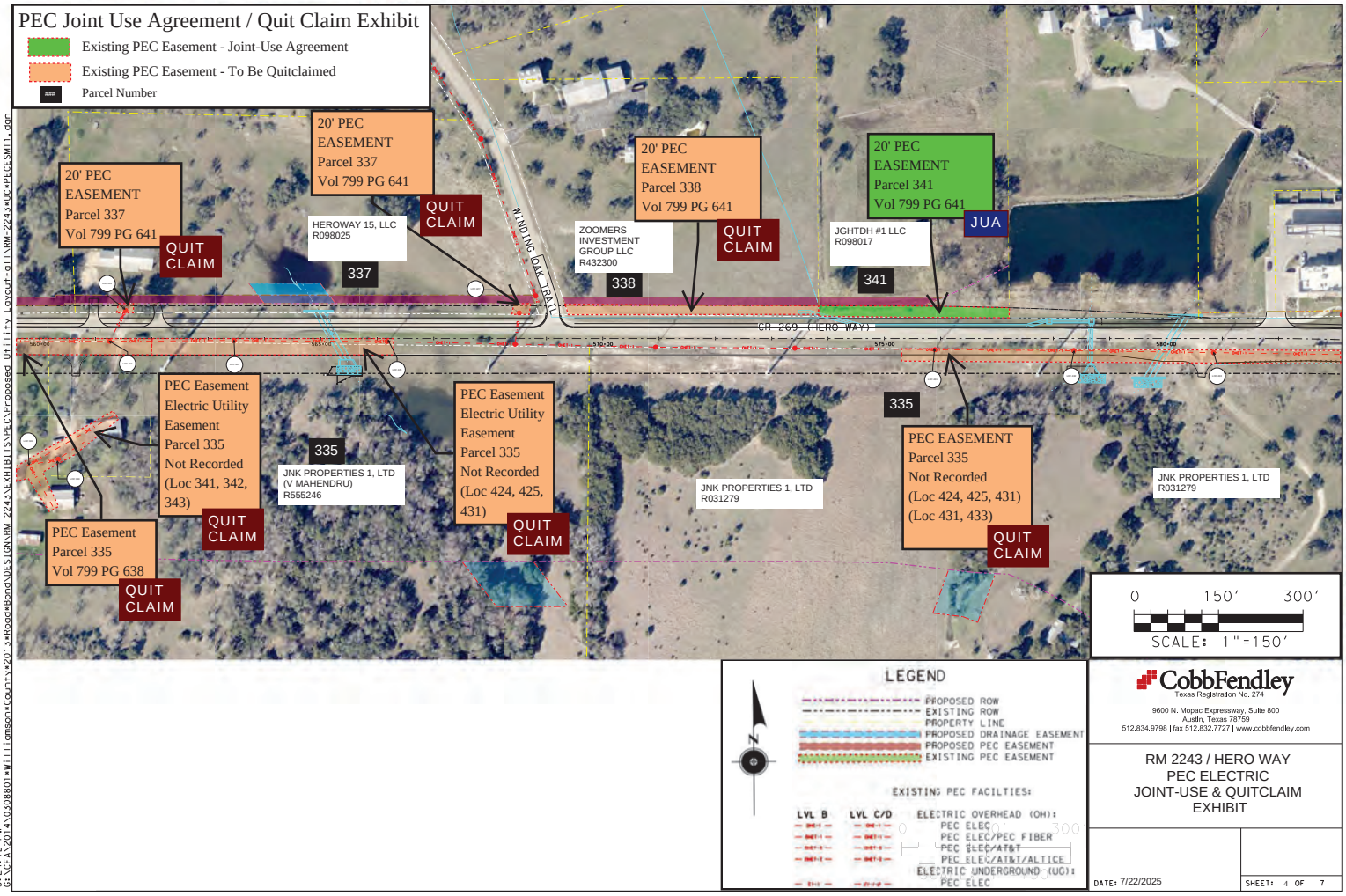
RM 2243 / HERO WAY
PEC ELECTRIC
JOINT-USE & QUITCLAIM
EXHIBIT
DATE: 7/22/2025
SHEET: 3 OF 7



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RM 2243 / HERO WAY
PEC ELECTRIC
JOINT-USE & QUITCLAIM
EXHIBIT

DATE: 7/22/2025

SHEET: 4 OF 7

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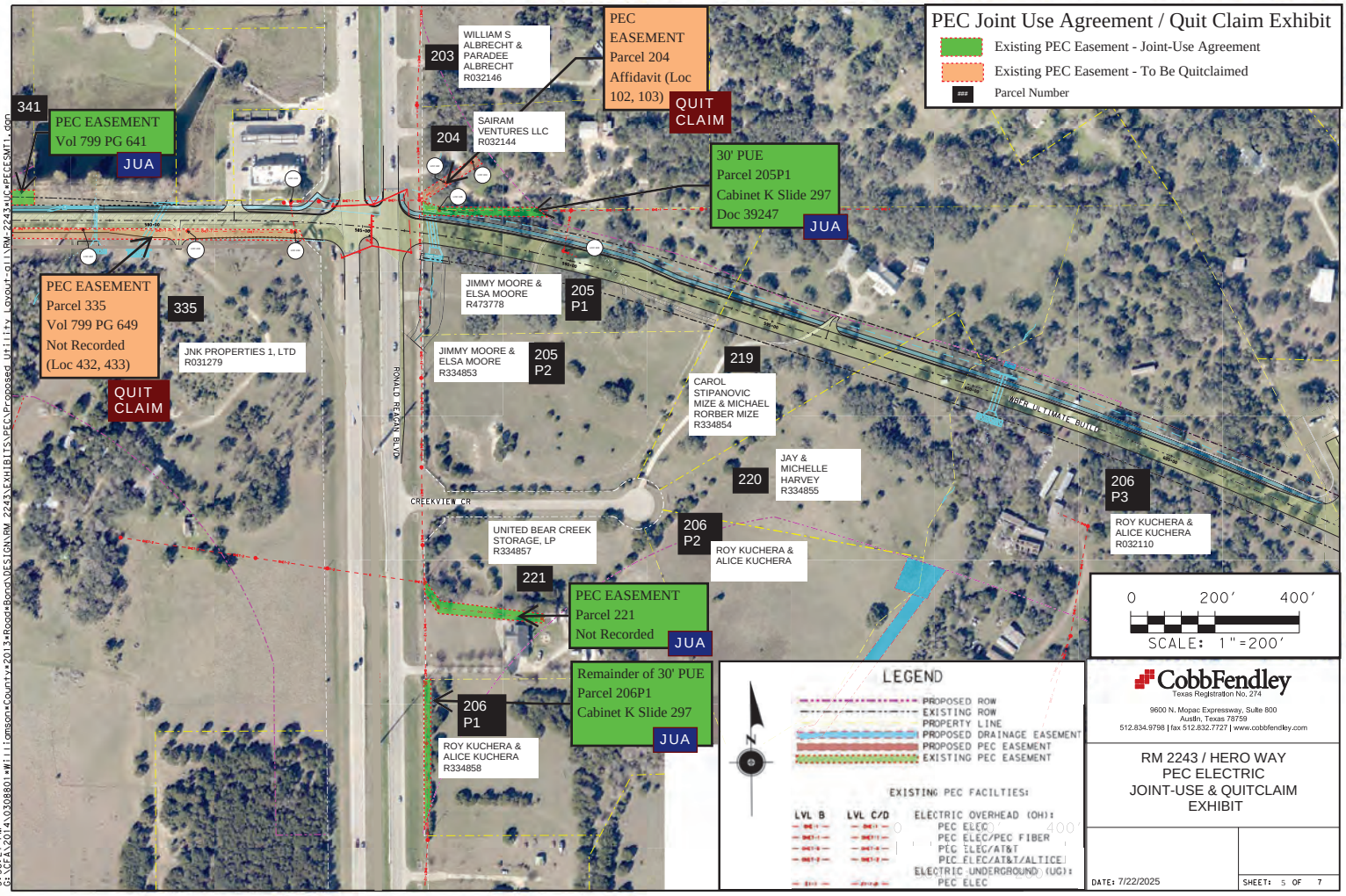

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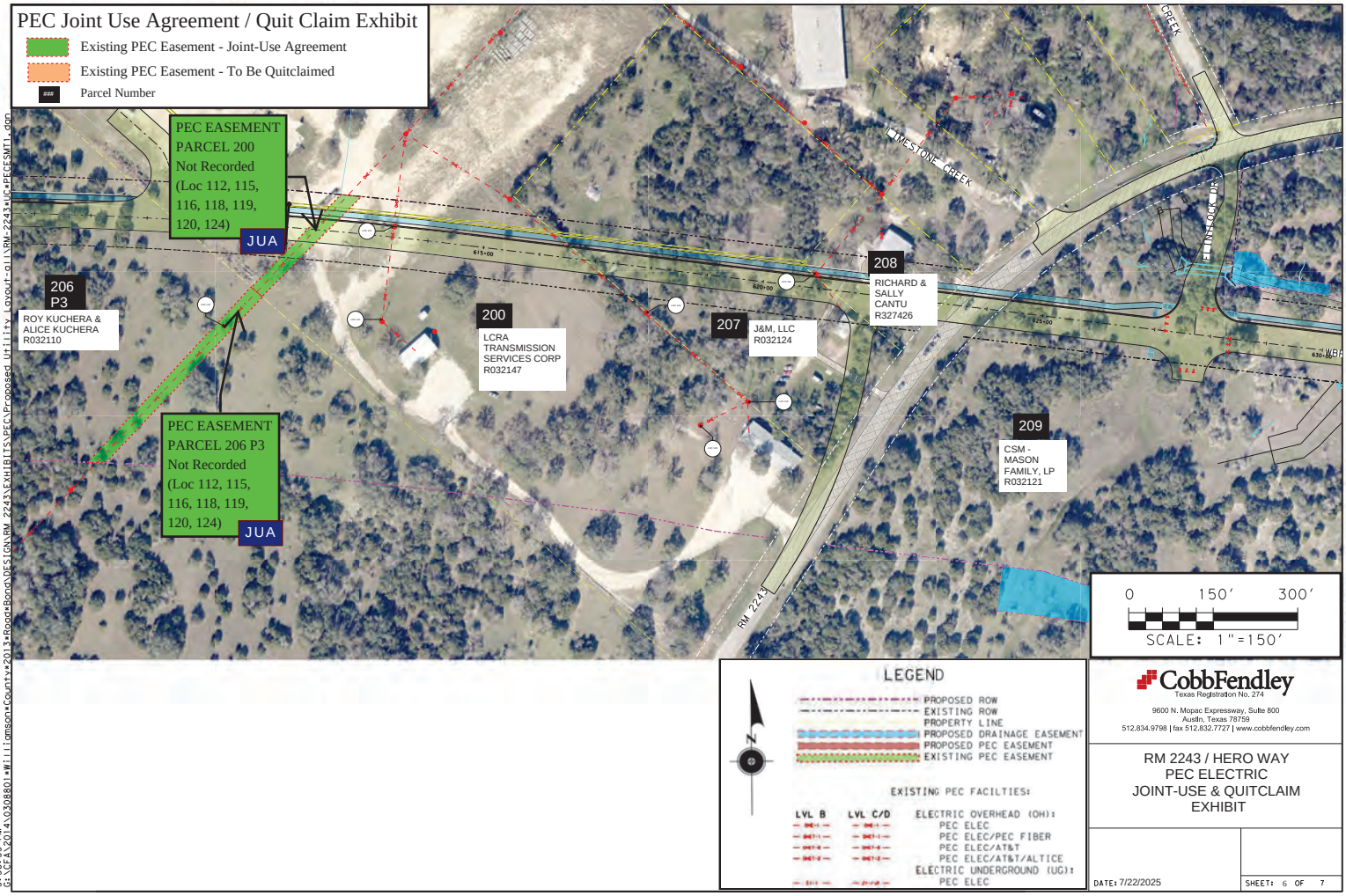

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RM 2243 / HERO WAY
PEC ELECTRIC
JOINT-USE & QUITCLAIM
EXHIBIT

DATE: 7/22/2025

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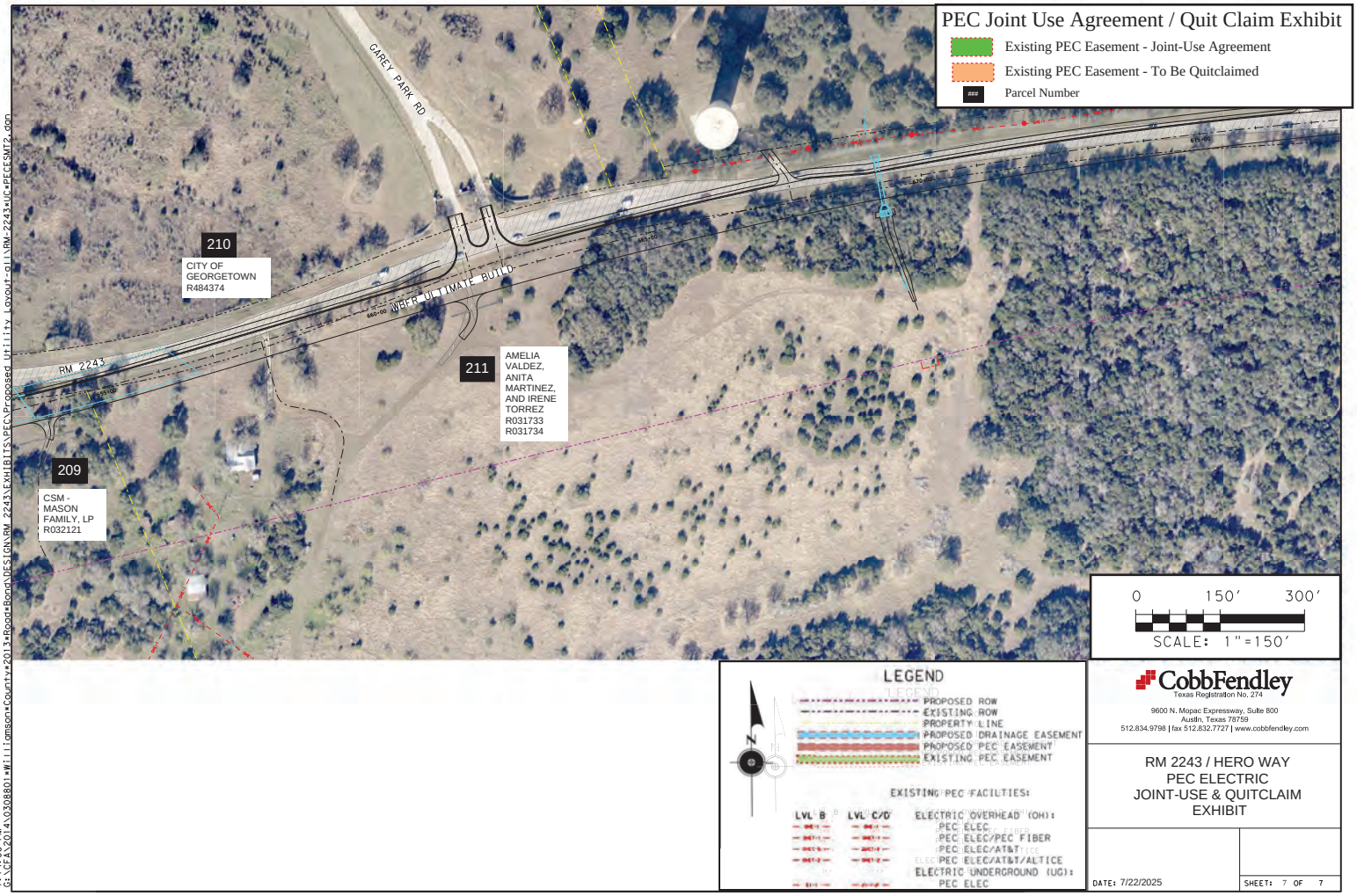

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512.834.9798 | fax 512.832.7727 | www.cobbfendley.com

RM 2243 / HERO WAY
PEC ELECTRIC
JOINT-USE & QUITCLAIM
EXHIBIT

DATE: 7/22/2025

SHEET: 7 OF 7

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ESMT 2 PGS 2008086507

FABCON PRODUCTS PARCEL 302

UTILITY EASEMENT

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

That Fabcon Products, Inc

of Williamson County, Texas, for and in consideration of ONE DOLLAR ($1.00) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC. of Johnson City, Texas, have granted, sold, and conveyed and by these presents do grant, sell, and convey unto Pedernales Electric Cooperative, Inc. an easement and right-of-way as hereinafter described for the purpose of an electric distribution line consisting of variable number of wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telecommunication wires, props, guys, and anchors) over, across and upon the following described lands located in Williamson County, Texas, to-wit:

R473394 FABCON PRODUCTS E.D. HARMON A-6
529/319 1.23 AC
being a 1.23 acres of the E.D. Harmon Survey, Abstract No. 6 in Williamson County Texas as recorded in Document No. 2006110451 out of the deed records in the Official Public Records of Williamson County, Texas. See Attached Exhibit "A"

Location of right-of-way and easement hereby conveyed shall be limited to a strip of land TEN FEET (10') in width, being FIVE (5) feet on each side of the centerline of the facilities as built, with guying easements as needed, or as indicated on Exhibit "A", attached hereto and incorporated herein for all pertinent purposes.

Together with the right of ingress and egress over Grantor's adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

Grantor warrants that Grantor is the owner of said property and has the right to execute this easement.

TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said line shall be abandoned.

Grantor, Grantor's heirs and legal representatives bind themselves to warrant and forever defend all and singular the above described easement and rights unto Pedernales Electric Cooperative, Inc. their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS (my) our hand(s) this 7 day of MARCH, 2008.

(Sign & Print Name)

NOEL LARSON - PRES.
(Sign & Print Name)

(Sign & Print Name)

(Sign & Print Name)

(Sign & Print Name)

(Sign & Print Name)

(Sign & Print Name)

(Sign & Print Name)

(NOTARIZE ON BACK)

(OH-NO DESCRIPTION WITH INDIVIDUAL OWNERS) Revised 10-03-2007

Virtual Grid/Facet No. 430764184

Work Order No.: 455545

Property Owner Name: FABCON PRODUCTS - 1850 CR 269
(or Subdivision Name if for Subdivision)

THE STATE OF TEXAS

COUNTY OF Williamson

BEFORE ME, the undersigned authority, on this day personally appeared Noel LARSON known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7 day of MARCH, 2008.

TAMMY J. WALKER
Notary Public, State of Texas
My Commission Expires:
08-27-2008

Tammy J. Walker
Notary Public in and for
The State of Texas

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 20___.

_____
Notary Public in and for
The State of Texas

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 20___.

_____
Notary Public in and for
The State of Texas

Please Return to:

Pedernales Electric Cooperative, Inc
Cedar Park District Engineering
P. O. Box 2620
Cedar Park, Texas 78630-2620

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2008086507
Nancy E. Rister
11/20/2008 10:42 AM
CMCNEELY $20.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

(38)
PEDERNALES ELECTRIC
COOPERATIVE, INC.
PO BOX 2620
CEDAR PARK, TX 78630

(OH-NO DESCRIPTION WITH INDIVIDUAL OWNERS)

Revised 10-03-2007

FREDERICK A JAY
PARCEL 303
GP LIBERTY HILL LLC
PARCEL 304

LINE #2-002

THE STATE OF TEXAS §

COUNTY OF Williamson §

KNOW ALL MEN BY THESE PRESENTS:

28

THAT Lillyan Agnes Wade, Independent Executrix of the Carl Allison ~~and~~ Stevens Estate of Williamson County, Texas, for and in consideration of ONE DOLLAR ($1.00) to me (us) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas (hereinafter called the "Cooperative"), have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Cooperative, an easement and right of way as hereinafter described for an electric transmission and/or distribution line, consisting of variable number of wires, and all necessary or desirable appurtenances ~~[illegible]~~, ~~[illegible]~~s or poles made of wood, metal or other materials, ~~telephone and telegraph wire~~, ~~[illegible]~~s and guys), over, across and upon the following described lands located in Williamson County, Texas, to-wit:

All that certain tract or parcel of land being 275.31 acres, a part of Elijah D. Harmon Survey No. 2 described in a deed from Irene Boutwell to Carl Stevens, et ux, dated April 29, 1959, recorded in Vol. 430, Page 528 of the Williamson County deed records, also Vol. 107, page 71, Probate Minutes of Williamson County, Texas, which instruments and the records thereof are hereby adopted for all descriptive purposes.

This easement shall consist of a strip of land ~~sixty feet wide~~ along the following described centerline.

Beginning at the point of entrance in Grantor's north property line fence at N. 70° 55' E. 53 feet from Grantor's northwest property corner; THENCE approximately S. 2° 18' E. 25 feet to an angle point at Engineer Station 611 + 66; THENCE approximately S. 18° 50' E. as staked on the ground 6,304 feet more or less to an angle point at Engineer Station 674 + 70; THENCE approximately S. 3° 34' E. 54 feet more or less to the point of exit in Grantor's west property line fence at N. 18° 48' W. 330 feet more or less from Grantor's southwest property corner, less that portion in Highway No. 2243.

Also two strips of land 20 feet wide along along the following described centerline for guying purpose only.

NO. 1 - Beginning again at S. 79° 26' W. 30 feet from Engineer Station 611 + 66; THENCE S. 79° 26' W. about 23 feet to Grantor's west property line fence.

NO. 2 - Beginning again at N. 85° 56' E. 30 feet from Engineer Station 674 + 70; THENCE N. 85° 56' E. 30 feet.

Grantor warrants that Grantor is the owner of said property and has the right to execute this easement.

Location of the right of way hereby conveyed is shown on plat attached hereto marked Exhibit A and included herein by reference.

Together with the right of ingress and egress over my (our) ~~adjacent lands~~ to or from said right of way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; the ~~right to relocate within the limits of said right of way~~; the right to remove from said lands all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said lines or their appurtenances.

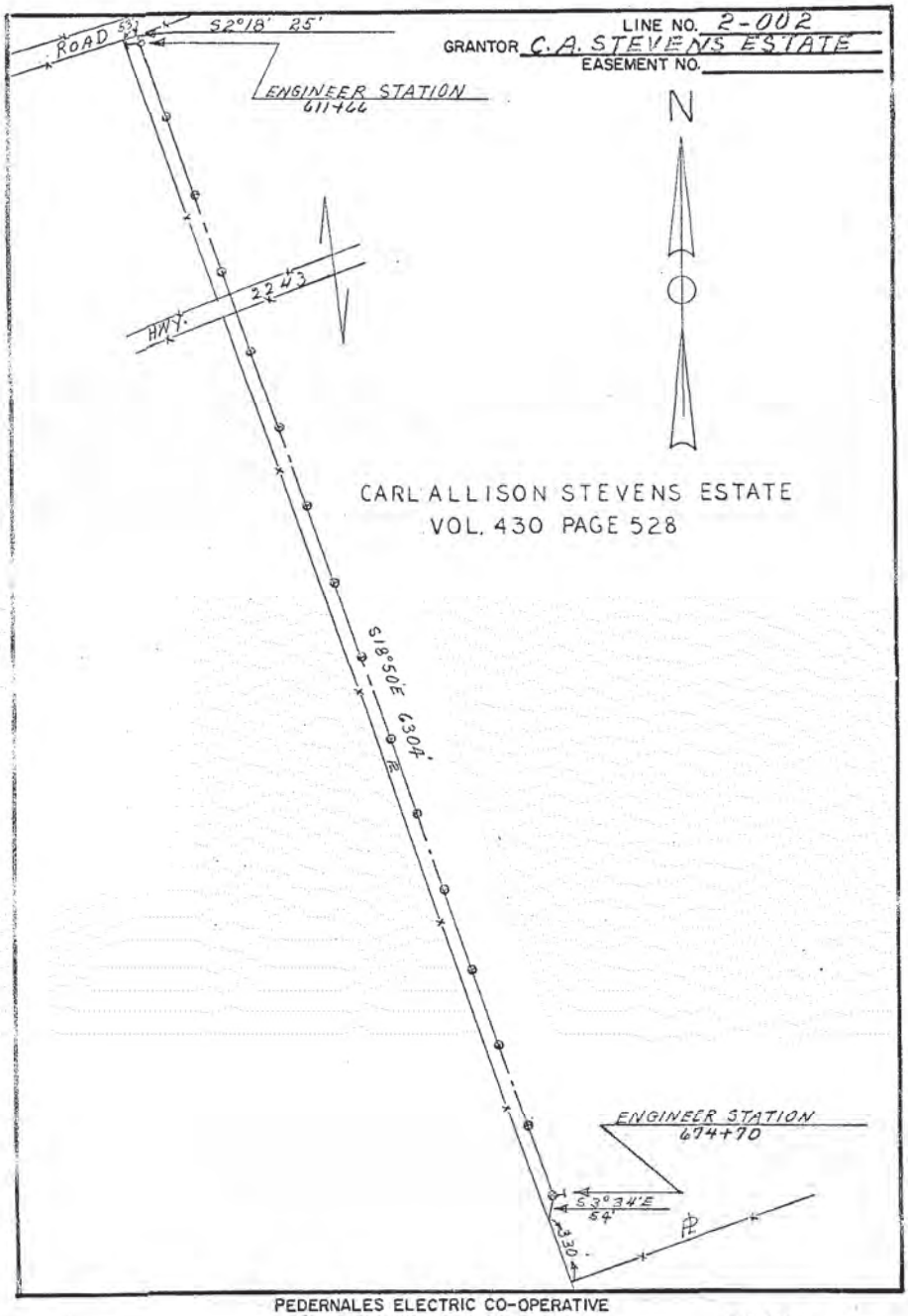
TO HAVE AND TO HOLD the above described easement and rights unto the said Cooperative, its successors and assigns, until said line shall be abandoned.

~~And I (we) do hereby bind myself (ourselves), my (our) heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Cooperative, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.~~

WITNESS my hand(s) this 30th day of April 1969

Lillyan Agnes Wade

FORM 20-P



PEDERNALES ELECTRIC CO-OPERATIVE
JOHNSON CITY, TEXAS
TRANSMISSION LINE EASEMENT PLAT

EXHIBIT A

LINE NO. 2-002 FROM ANDICE TO WHITESTONE EASEMENT NO. _____

SCALE: 1"=600 DATE March 3, 1969 GRANTOR C.A. STEVENS ESTATE

THE STATE OF TEXAS, }
County of Williamson }

BEFORE ME, Barbara Risters, a Notary Public in and for Williamson County, Texas, on this day personally appeared Lillyan Agnes Wade known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day of April A.D. 1969.

Barbara Risters
Notary Public Williamson County, Texas

Filed for Record on the 2 day of May A. D. 1969, at 10:00 o'clock A M.
Duly Recorded this the 2 day of May A. D. 1969, at 1:55 o'clock P M.
DICK CERVENKA, County Clerk
Williamson County, Texas
By Kathleen Walston Deputy

29

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

That JESSE DOUGLAS GATES and wife, MARY HUGHES GATES of the County of King, State of Washington, hereinafter called Grantors, for the consideration paid and secured to be paid as hereinafter provided, HAVE GRANTED, SOLD AND CONVEYED, and by these presents DO GRANT, SELL AND CONVEY, unto J. H. ARNOLD and wife, JESSAMINE J. ARNOLD of Travis County, Texas, hereinafter called Grantees, all that certain lot, tract or parcel of land lying and being situated in Williamson County, Texas, and known and described as follows, to-wit:

BEING Five (5) acres of the R. Saul Survey, Abstract No. 351 in Williamson County, Texas, part of a tract of 42.86 acres conveyed by W. S. Killough to Guy Gates, dated December 31, 1949 of record in Volume 359, Page 253, Deed Records of Williamson County, Texas.
BEGINNING at an iron stake marking the NE corner of a tract of 2.72 acres described in a deed to C. T. Jensen, of record in Vol. 411, Page 522, N. 19° 45' W. 200 feet from the SW corner of a 15.02 acre tract, sold by Gates in 1963, said SW corner being in the North ROW line of State Highway No. 620;
THENCE S 70° 30' W. 633.6 feet to an iron pipe at the NW corner of the Jensen tract;
THENCE N. 19° W 344.6 feet with the East ROW line of U. S. Highway No. 183, to an iron pin;
THENCE N. 70° 30' E. 631 feet, an iron pin in a fence on the West line of the 15.02 acre tract and in the center of an old abandoned road, about 30 feet wide;
THENCE S 19° 35' E. 344.6 feet to the Point of Beginning.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said Grantees, their heirs and assigns forever. And Grantors do hereby bind themselves, their heirs, executors and administrators to WARRANT AND FOREVER DEFEND, all and singular, the said premises

FM 269 INVESTORS LLC
PARCEL 306

UTILITY EASEMENT

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

ESMT
2 PGS
2013039927

THAT James D. Thompson, Trustee, of The Mary Frances Thompson Family Trust, (Grantor) of Travis County, Texas, for and in consideration of ONE DOLLAR ($1.00) to me (us) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas, has (have) granted, sold, and conveyed and by these presents does (do) grant, sell, and convey unto Pedernales Electric Cooperative, Inc., an easement and right-of-way as hereinafter described for the purpose of an underground electric distribution system consisting of variable number of underground cables and all necessary or desirable appurtenances (including conduits, primary cables, secondary conductors, enclosures, concrete pads, ground rods, ground clamps, transformers, cable terminators, cable riser shields, cutouts, and lighting arrestors overground) at or near the general course which shall become fixed at the location of buried by Pedernales Electric Cooperative, Inc., through, across, and under the following described lands located in Williamson County, Texas, to-wit:

Being 2.645 acres, out of a 70.97 acre tract or parcel of land and being part of the William S.Parker Survey, Abstract No. Nine, Williamson County, Texas, said tract of land found in Document Number 9531296, of the Deed Records of Williamson County Texas, and adopted herein for all descriptive purposes.

Easement and right-of-way herein shall be a strip of land ten (10') feet in width that being five (5') feet on each side of the centerline for the entire length of the power line as needed for the construction of the said distribution power line on the Grantors property.

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, pulling new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; the right to relocate said facilities in the same relative position to any adjacent road if and such road is widened in the future; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said line shall be abandoned.

And I (we) do hereby bind myself (ourselves), my (our) heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto Pedernales Electric Cooperative, Inc., their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my (our) hand(s) this 28th day of February, 2011.

X James D Thompson
James D. Thompson, Trustee
The Mary Frances Thompson
Family Trust

James D. Thompson

(Notarize on the next page)

THE STATE OF TEXAS
COUNTY OF Williamson

BEFORE ME, the undersigned authority, on this day personally appeared James P. Thompson,
Known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of February, 2011.

Nannette Stone
Notary Public in and for
The State of Texas

NANNETTE STONE
MY COMMISSION EXPIRES
August 10, 2012

THE STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____,
Known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2011.

_____
Notary Public in and for
The State of Texas

Unofficial Document

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2013039927

Nancy E. Rister

05/02/2013 03:18 PM

VOELKEL $20.00

NANCY E. RISTER, COUNTY CLERK

WILLIAMSON COUNTY, TEXAS

Unofficial Document

(11) PEC
P.O Box 2048
Liberty Hill TX 78642

FM 269 INVESTORS LLC
PARCEL 306
LTSI TRACT 5B
Loc. #201, 202

ELECTRIC UTILITY EASEMENT

ENTERED S

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRES

COUNTY OF Williamson

THAT Michael S. Heyl and of Travis County, Texas, for and in consideration of ONE DOLLAR ($1.00) to me (us) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas (hereinafter called the "Cooperative"), have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Cooperative, an easement and right-of-way as hereinafter described for an electric transmission and/or distribution line, consisting of variable number of wires, and all necessary or desirable appurtenances (including towers, H-frames or poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), over, across and upon the following described lands located in Williamson County, Texas, to-wit:

Being 10 Acres of land out of and being part of Talbot Chambers Survey number A-125, situated in Williamson County, Texas, said 10 Acres being more particular described as being a portion of that certain tract of land found in Volume 2147 Page 836, of the Williamson County, Texas Deed Records and adopted herein for all descriptive purposes. This particular tract of land located approximately ____ miles from the town of Leander, Texas.

Easement of right-of-way herein granted shall consist of a strip of land 20 feet in width for electric lines and in addition a 10 feet width and as needed length for guy wires as needed for construction on grantors properties.

19-40-26-02

CP979-495-A

Location of the right-of-way hereby conveyed is shown on plat attached hereto marked Exhibit A and included herein by reference.

Together with the right of ingress and egress over my (our) adjacent lands to or from said right of way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto the said Cooperative, it's successors and assigns, until said line shall be abandoned.

And I (we) do hereby bind myself (ourselves), my (our) heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Cooperative, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS Michael S. Hey hand(s) this 18 day of August 1997

Hey

Michael

---NOTARIZE ON BACK---

THE STATE OF TEXAS

COUNTY OF Travis

BEFORE ME, the undersigned authority, on this day personally appeared Michael S. Heyl (Name), President (Title), of the Michael S. Heyl Construction Inc. (Organization), known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of the Michael S. Heyl Construction Inc. (Organization), as President (Title), thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18 day of August, 1997.

Patricia J. Fairfield

Notary Public in and for

Travis, County, Texas

PATRICIA J. FAIRFIELD
NOTARY PUBLIC
State of Texas
Comm Exp 05-23-99

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

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

_____

Notary Public in and for

_____, County, Texas

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

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

_____

Notary Public in and for

_____, County, Texas

VELCHOFF
PARCEL 312
LTSI TRACT 6B
Loc. #205, 207

1351-6111-00

ELECTRIC UTILITY EASEMENT

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF

THAT James Velchoff & Velchoff and _____ of _____ County, Texas, for and in consideration of ONE DOLLAR ($1.00) to me (us) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas (hereinafter called the "Cooperative"), have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Cooperative, an easement and right-of-way as hereinafter described for an electric transmission and/or distribution line, consisting of variable number of wires, and all necessary or desirable appurtenances (including towers, H-frames or poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), over, across and upon the following described lands located in Williamson County, Texas, to-wit:

Being 10.00 Acres of land out of and being part of Talbot Chambers Survey number Abstract #125, situated in Williamson County, Texas, said 10.00 Acres being more particular described as being a portion of that certain tract of land found in Volume 2147 Page 836, of the Williamson County, Texas Deed Records and adopted herein for all descriptive purposes. This particular tract of land located approximately _____ miles from the town of Leander, Texas.

Easement of right-of-way herein granted shall consist of a strip of land 20 feet in width for electric lines and in addition a 10 feet width and as needed length for guy wires as needed for construction on grantors properties.

57-19-40 04-00

C 0913-272-A

ENTERED APR 3 0 1997

Location of the right-of-way hereby conveyed is shown on plat attached hereto marked Exhibit A and included herein by reference.

Together with the right of ingress and egress over my (our) adjacent lands to or from said right of way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto the said Cooperative, it's successors and assigns, until said line shall be abandoned.

And I (we) do hereby bind myself (ourselves), my (our) heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Cooperative, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS My hand(s) this 3rd day of March 19 97

James Velchoff & Velchoff

Velchoff, James + O.

---NOTARIZE ON BACK---

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____ (Name), _____ (Title), of the _____ (Organization), known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of the _____ (Organization), as _____ (Title), thereof, and for the purposes and consideration therein expressed.

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

_____
Notary Public in and for

_____, County, Texas

THE STATE OF TEXAS

COUNTY OF Williamson

BEFORE ME, the undersigned authority, on this day personally appeared D Wilcheff _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of March, 97

Stacy Vanden
Notary Public in and for

Williamson, County, Texas

THE STATE OF TEXAS

COUNTY OF Williamson

BEFORE ME, the undersigned authority, on this day personally appeared James Welch _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of March, 97

Stacy Vanden
Notary Public in and for

Williamson, County, Texas

JNK PROPERTIES 1 (VIVIEK MAHENDRU, MD)
PARCEL 316
TECHTOWN INDUSTRIAL
PARCEL 317
PRELUDE VENTURES, LLC
PARCEL 318
JERRY WAYNE AND JAN DROPTINI
PARCEL 319

VOL 799 PAGE 624

RIGHT-O

THE STATE OF TEXAS §
§ KNOW
COUNTY OF Williamson §

4450

THAT A. W. Hoyt, Jr. and

of

Williamson County, Texas, for and in consideration of ONE DOLLAR ($1.00) to me (us) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas (hereinafter called the "Cooperative"), have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Cooperative, an easement and right of way as hereinafter described for an electric transmission and/or distribution line, consisting of variable number of wires, and all necessary or desirable appurtenances (including towers, H-frames or poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), over, across and upon the following described lands located in Williamson County, Texas, to-wit:

A tract of land located on county road 269 approximately one mile East from the town of Leander, and bounded on the north by land owned by: County Road 269; on the south by land owned by: State Highway 2243; on the east by land owned by: Christine Mason; and on the west by land owned by: County Road 269.

Location of the right of way hereby conveyed is shown on plat attached hereto marked Exhibit A and included herein by reference.

Together with the right of ingress and egress over my (our) adjacent lands to or from said right of way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right of way; the right to remove from said lands all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto the said Cooperative, its successors and assigns, until said line shall be abandoned.

And I (we) do hereby bind myself (ourselves), my (our) heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Cooperative, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS hand(s) this 22 day of December 1976

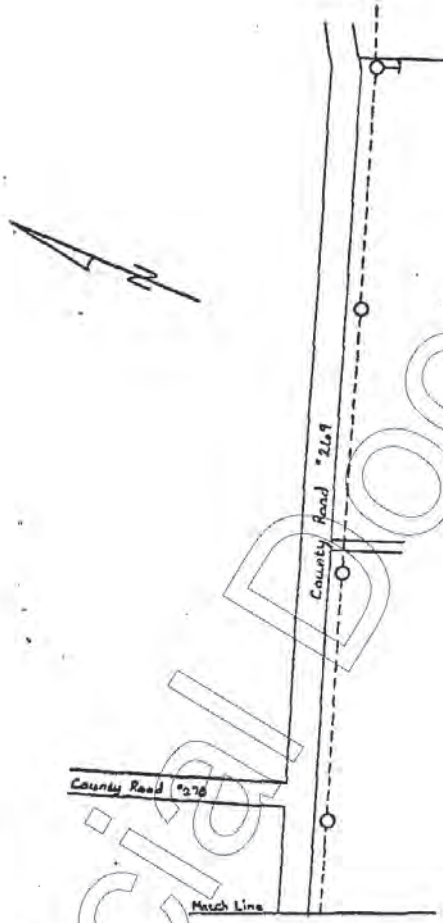
William T. Clark

A.W. Hoyt, Jr.

Official Document

23 P

GRANTOR A.W. Hoyt Jr.



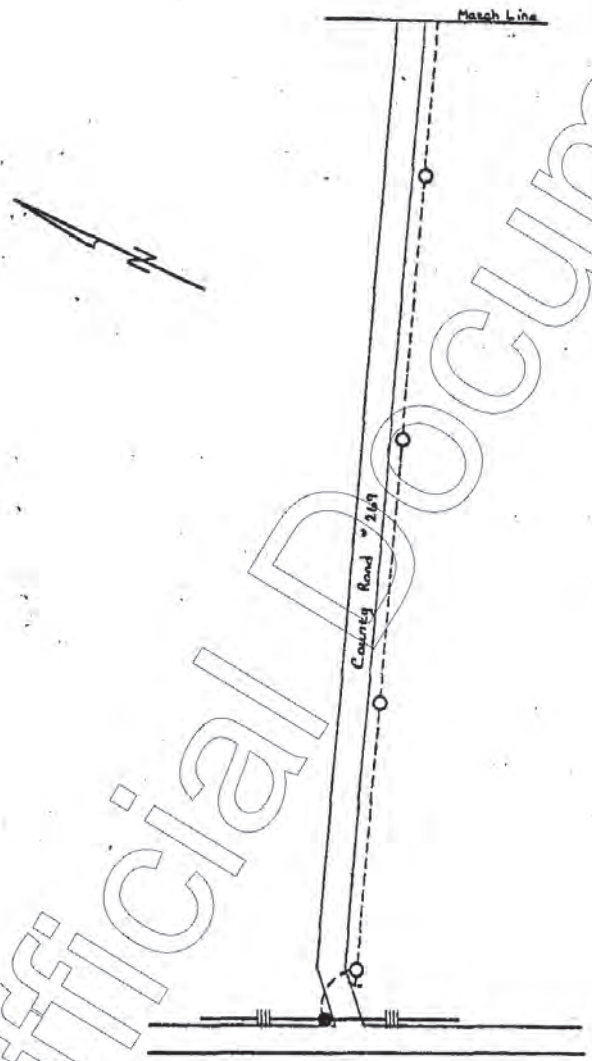
PEDERNALES ELECTRIC CO-OPERATIVE
JOHNSON CITY, TEXAS

EXHIBIT A

SCALE 1"=200' DATE 11/29/76 GRANTOR A.W. Hoyt Jr.

Unofficial Document

GRANTOR A.W. Hoyt Jr.



PEDERNALES ELECTRIC CO-OPERATIVE
JOHNSON CITY, TEXAS

EXHIBIT A

SCALE 1"=200' DATE 11/29/76 GRANTOR A.W. Hoyt Jr.

Unofficial Document

VOL 799 PAGE 627

THE STATE OF TEXAS,
County of Travis

BEFORE ME, Margaret Y. Kyser, a Notary Public in and for Travis County, Texas, on this day personally appeared Melissa L. Clarke, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and, after being duely sworn by me stated on oath that he saw A. Y. Hoyt, Jr., the grantor, subscribe the same and that he had signed the same as a witness at the request of the grantor.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of December 1976

Margaret Y. Kyser

Notary Public Travis County, Texas

[redacted]

THE STATE OF TEXAS
County of Williamson

I, James N. Boydston, 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 23rd day of June A.D. 19 80, at 8:00 o'clock A M., and duly recorded this the 23rd day of June A.D. 19 80, at 11:45 o'clock A M., in the Deed Records of said County, in Vol. 799 pp. 624

WITNESS MY HAND and seal of the County Court of said County, at office in Georgetown, Texas, the date last above written.

By Juanita Youngate Deputy

JAMES N. BOYDSTON, CLERK,
County Court, Williamson County, Texas

Unofficial Document

JERRY WAYNE AND JAN DROPTINI
PARCEL 319

VOL 806 PAGE 486

CB808-383-A
RB808-383-A

Form 21 P
REV. 1/68

8079

57-20-31-9

THE STATE OF TEXAS
County of Burnet

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Mrs. V. W. Brossett

for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the PEDERNALES ELECTRIC COOPERATIVE, INC., a corporation whose postoffice address is JOHNSON CITY, TEXAS, and its successors or assigns, and authorized users of its easement facilities, the right to enter upon the lands of the undersigned, situated in the County of Williamson, State of Texas, and more particularly described as follows:

A tract of land located approximately 1 1/2 miles east (Show direction above) from the town of Leander, and bounded

on the north by land owned by: County Road;

on the south by land owned by: Schultz & Williamson;

on the east by land owned by: A.W. Hoyt Property;

and on the west by land owned by: Schultz;

and to place, construct, operate, repair, maintain, rebuild, relocate and replace thereon and in or upon all streets, roads, or highways abutting said lands an electric and/or telephone transmission or distribution line or system, including the right to install in the future such additional poles, guys, anchors, conductors and line appurtenances as may be necessary or desirable in the Cooperative's operations, and to cut and trim at any time trees and shrubbery to the extent deemed desirable by Cooperative to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling;

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, rebuilding, relocating, replacing and removing said lines and appurtenances.

In granting this easement, it is understood that the location of the poles will be such as to form the least possible interference to farm operations, so long as costs of construction are not materially increased thereby.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

_____

_____

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 31 day of July, 1980.

Sealed and delivered
in the presence of:

Sandra H. Taylor
(Witness)

Mrs. V. W. Brossett

_____ L.S.

Unofficial Document

CB808-383-A
RB808-383-A
57-20-31-9

THE STATE OF TEXAS,
County of Burnet }

BEFORE ME, Sandra G. Taylor, a Notary Public in and for Burnet County, Texas, on this day personally appeared Mrs. V. W. Brossett

known to me to be the person whose name is/are subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 31 day of July A. D. 1980

Sandra G. Taylor
Notary Public Burnet County, Texas.

THE STATE OF TEXAS
County of Williamson } I, James N. Boydston, 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 22nd day of Aug. A.D. 19 80, at 8:00 o'clock A M., and duly recorded this the 22nd day of Aug. A.D. 19 80, at 11:20 o'clock A M., in the Deed Records of said County, in Vol. 806 pp. 486

WITNESS MY HAND and seal of the County Court of said County, at office in Georgetown, Texas, the date last above written.

By Kathy Davis Deputy

JAMES N. BOYDSTON, CLERK,
County Court, Williamson County, Texas

Unofficial Document

JNK Properties 1
(Viviek Mahendru, MD)
- Parcel 321

THE STATE OF TEXAS §
§ RIGHT-OF-WAY EASEMENT VOL 799 PAGE 655 10
COUNTY OF Williamson § KNOW ALL MEN BY THESE PRESENTS:

THAT Christine Mason 4459 and

of

Williamson County, Texas, for and in consideration of ONE DOLLAR ($1.00) to me (us) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas (hereinafter called the "Cooperative"), have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Cooperative, an easement and right of way as hereinafter described for an electric transmission and/or distribution line, consisting of variable number of wires, and all necessary or desirable appurtenances (including towers, H-frames or poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), over, across and upon the following described lands located in Williamson County, Texas, to-wit: All that certain tract or parcel of land out of the E.D. Harmon abstract #6 containing 39.95 acres and being part of a 123 acre tract of land conveyed to C. C. Mason by deed, recorded in Volume 370 Page 183 of the Williamson county deed records. This easement shall consist of a strip of land 20' wide along and adjacent to the North line of the above described 39.95 acre tract of land and the center line, more particulary described by metes and bounds as follows:

Beginning at a point on the grantors West line S18°45'E 10'from grantors Northwest corner
Thence, N53°16E 50.65ft.
Thence, N70°45E 771.47 ft. to the grantors East line

Location of the right of way hereby conveyed is shown on plat attached hereto marked Exhibit A and included herein by reference.

Together with the right of ingress and egress over my (our) adjacent lands to or from said right of way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right of way; the right to remove from said lands all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said lines or their appurtenances.

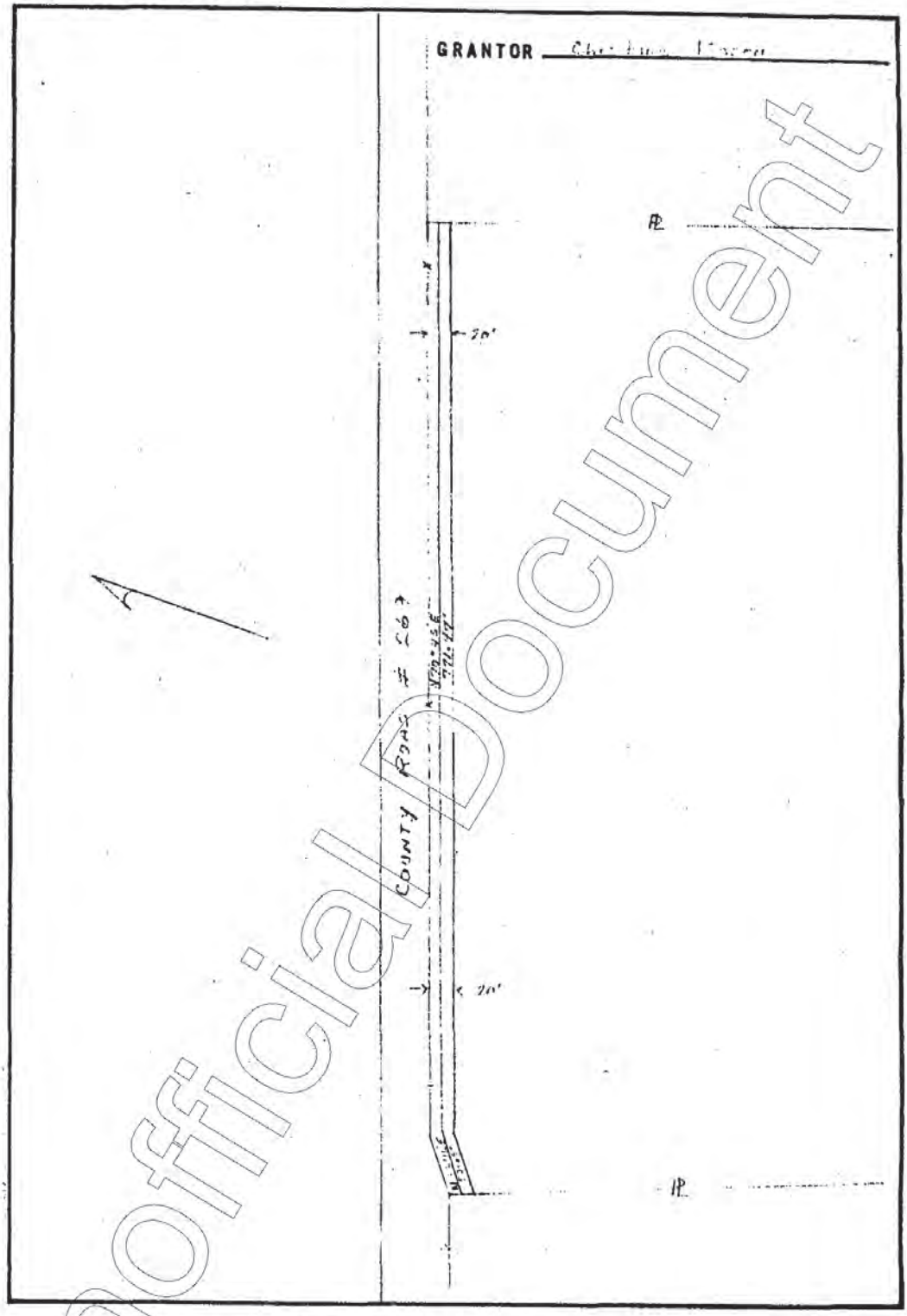
TO HAVE AND TO HOLD the above described easement and rights unto the said Cooperative, its successors and assigns, until said line shall be abandoned.

And I (we) do hereby bind myself (ourselves), my (our) heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Cooperative, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my hand(s) this 16 day of May 1977

Christine Mason

Unofficial Document



PEDERNALES ELECTRIC CO-OPERATIVE
JOHNSON CITY, TEXAS

EXHIBIT A

SCALE 1" = [illegible] DATE [illegible] GRANTOR [illegible]

Unofficial Document

VOL 799 PAGE 657

THE STATE OF TEXAS |
|
COUNTY OF Travis |

BEFORE ME, the undersigned authority, on this day personally appeared _____ (Name), _____ (Title) of the _____ (Organization), known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of the _____ (Organization), as _____ (Title), thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of _____, ____

_____
Notary Public in and for
_____, County, Texas

THE STATE OF TEXAS |
|
COUNTY OF Travis |

BEFORE ME, the undersigned authority, on this day personally appeared Christie Mace, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16 day of May, 1977

_____
Notary Public in and for
Travis County, Texas

THE STATE OF TEXAS
County of Williamson }

I, James N. Boydston, 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 23rd day of June A.D. 19 80, at 8:00 o'clock a M., and duly recorded this the 23rd day of June A.D. 19 80, at 1:30 o'clock P M., in the Deed Records of said County, in Vol. 799 pp 655

WITNESS MY HAND and seal of the County Court of said County, at office in Georgetown, Texas, the date last above written.

By Juanita Tourgate Deputy

JAMES N. BOYDSTON, CLERK,
County Court, Williamson County, Texas

Unofficial Document

JNK Properties 1 (Viviek Mahendru, MD) - Parcel 321
Harmony School - Parcel 325
LTSI TRACT 15
Pole Loc. 319 to Pole Loc. 308

Form 21 P
REV. 1/68

57-20-22-91

THE STATE OF TEXAS)
County of Burnet)

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Harold L. Chapman

for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the PEDERNALES ELECTRIC COOPERATIVE, INC., a corporation whose postoffice address is JOHNSON CITY, TEXAS, and its successors or assigns, and authorized users of its easement facilities, the right to enter upon the lands of the undersigned, situated in the County of Williamson, State of Texas, and more particularly described as follows:

A tract of land located approximately 2 miles east (Show direction above) from the town of Leander, and bounded

on the north by land owned by:

_____;

on the south by land owned by:

_____;

on the east by land owned by:

_____;

and on the west by land owned by:

_____;

and to place, construct, operate, repair, maintain, rebuild, relocate and replace thereon and in or upon all streets, roads, or highways abutting said lands an electric and/or telephone transmission or distribution line or system, including the right to install in the future such additional poles, guys, anchors, conductors and line appurtenances as may be necessary or desirable in the Cooperative's operations, and to cut and trim at any time trees and shrubbery to the extent deemed desirable by Cooperative to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling;

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, rebuilding, relocating, replacing and removing said lines and appurtenances.

In granting this easement, it is understood that the location of the poles will be such as to form the least possible interference to farm operations, so long as costs of construction are not materially increased thereby.

The undersigned covenants that he is the owner of the above described lands and that the said lands are f. e and clear of encumbrances and liens of whatsoever character except those held by the following persons:

_____

_____

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this _____ day of _____, 19____.

Sign Harold L Chapman L.S.

Sealed and delivered in the presence of:

_____ (Witness)

_____ L.S.

57-20-22-91

Chapman, Harold L.

CB809-431-H

57-20-22-91

THE STATE OF TEXAS,

County of_____

BEFORE ME,_____, a Notary Public in and for

_____County, Texas, on this day personally appeared_____

_____

known to me to be the person_____whose name_____is/are subscribed to the foregoing instrument, and acknowledged to me that_____ executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this_____day of_____A. D._____

_____

Notary Public_____County, Texas.

THE STATE OF TEXAS,

County of_____

BEFORE ME, _____, a Notary Public in and for_____ County, Texas, on this day personally appeared _____ _____, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and, after being duely sworn by me stated on oath that he saw_____ _____ _____, the grantor, subscribe the same and that he had signed the same as a witness at the request of the grantor.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this_____ day of_____ 19____

_____

Notary Public_____ County, Texas

THE STATE OF TEXAS,

County of_____

BEFORE ME,_____ a Notary Public in and for

_____County, Texas, on this day personally appeared_____

wife of_____, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said_____, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this_____day of_____A. D. 19_____

_____

Notary Public_____County, Texas.

THE STATE OF TEXAS,

County of_____

BEFORE ME,_____, a Notary Public in and for

_____County, Texas, on this day personally appeared_____

President of_____of the County and State aforesaid, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of

_____and as the President thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this_____day of_____A. D._____

_____

517 - 20 - 0212 - 0911 - 0100
WORK PLAN NO

PEDERNALES electric cooperative, inc.
TEXAS 78 BLANCO

WORK ORDER NUMBER CB 8109 - 9311 - A

SHEET 1 OF 2

Revised Sheet

UNTY Williamson

Y / TOWN

DIVISION

AL AREA 2 miles E of Leander

DESCRIPTION Set 4 poles, 230' primary, VG35X-25, 40' KTP-Yo and a 3w/mtr

MEMBERS SERVED	DATE APPL	RATE CLASS	EST. LOAD
H.L Chapman			
P.O. Box 848			
Round Rock, Texas 78664			

MEMBERSHIP EXTENSION
UNDERGROUND
INCREASE CAPACITY
REPLACEMENT
GENERAL FUNDS
BILLING
APPROVED ON R.E.A. LOAN

CONDUCTOR	CONSTRUCTION TYPE	CONSTRUCTION M FEET	REMOVAL TYPE	REMOVAL M FEET
3Ø PRIMARY / NEUTRAL				
2Ø PRIMARY / NEUTRAL				
1Ø PRIMARY / NEUTRAL	Pole #8056	230'		
SECONDARY				
UNDERBUILD SECONDARY				
SERVICE	KTP½	40'		
UNDERBUILD				
TOTAL		270'		

TOTAL CHANGE TO SYSTEM 230' M FEET

EASEMENTS Harold L. Chapman

EXTENSION POLICY	ESTIMATED COST
DATE LETTER SENT	DEVELOPER MATERIAL $
AMOUNT DUE $	OVERHEAD OR UNDERGROUND: MATERIAL $
DATE PAYMENT REC'D	LABOR $
AMOUNT REC'D $	TOTAL $

REMARKS Job is being revised because customer changed mind about location of power line.

JOB TOTAL

QUAN	UNITS	QUAN	UNITS
2	P30.5		
1	P35.5		
1	P40.5		
1	VA1		
1	VA5		
1	VA5-1		
1	VM2.2		
1	VM2.11		
1	VM2.12		
1	M5.23		
2	M40.12		
1	K11C		
1	K18C		
2	VE1.2		
1	E2.2		
2	F1.2		
1	VG-35X		
1	G25		
~~1~~	~~3w/mtr~~		
1	socket		
22#	OKTP-Yo		
35#	OPACSR		

KED Terry Crook 9-25-80 DATE
WN Sandra G Taylor 9-26-80 DATE
IMATED DATE

EASEMENT Sandra G Taylor 9-26-80 DATE
DISTRICT Sandra G Taylor 9-26-80 DATE
RELEASED Sandra G Taylor 9-26-80 DATE

RECEIVED DATE
ENGINEER DATE
PLOTTED DATE

COMPLETED 10-29-80 DATE
CKD. AS BUILT NOV 13 1980 DATE
ACTUAL COST $

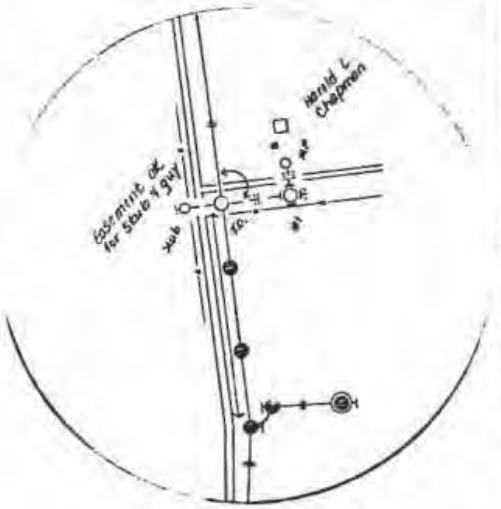
WORK PLAN NO: 157-20-0212-0191-0000

PEDERNALES ELECTRIC COOPERATIVE, INC.
TEXAS 76 BLANCO

WORK ORDER NUMBER: AB 1014 - 41211 - A

SHEET 2 OF 2

SCALE: 1" = No scale



Revised Sheet

POLE NO	POLE HEIGHT & CLASS	PRIM'Y UNITS	MISC or GROUND	PRIMARY CONDUCTOR SPAN	PRIMARY CONDUCTOR TYPE	ROW CLEARING	SECONDARY or SERVICE WIRE SIZE	UNIT	GUY E	GUY Lead	ANCHOR F	TRANS or METER	MISCELLANEOUS NOTES
Stub	P30-5			50'					VE1-2		FI-2		
TO.	P40-5	VA1 VA5-1	VM2-12 M VM40-12	230'	2#				E2-2				3 @ 90°-30'
#1	P35-5	VA5	VM2-11	40'			KTP 1/0	K11C	VE1-2		FI-2	VG35X-25	
MP	P30-5		M2-2					K14C				1Ø Mtr Socket	NO METER SET

SHEET TOTAL QUAN	UNITS
2	P30-5
1	P35-5
1	P40-5
1	VA1
1	VA5
1	VA5-1
1	M2-2
1	VM2-11
1	VM2-12
1	M5-23
8	M40-12
1	K11C
1	K14C
2	VE1-2
1	E2-2
2	FI-2
1	VG-35X
1	G25
1	NO METER SET
1	socket
22#	0 KTP 1/0
35#	04 AAC SD

BERS SERVED: H.L. Chapman
P.O. Box 878
Round Rock, Texas 78664

D:
T: BLK: LOT:

COUNTY: Williamson

COND	CONST	RM
PRI	230'	
SEC	40	
UNBLD		
TOTAL	270'	

Harmony School
Parcel 325
LTSI TRACT 15B
Loc. #318

VOL 623 PAGE 86

THE STATE OF TEXAS }
County of Williamson }

I, Dick Cervenka, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication, was filed for record in my office on the 4th day of Dec. A. D. 19 75, at 11:30 o'clock A.M. and duly recorded this the 4th day of Dec. A. D. 19 75 at 11:35 o'clock A.M. in the Deed Records of said County, in Vol. 623 pp. 79

WITNESS MY HAND and seal of the County Court of said County, at office in Georgetown, Texas, the date last above written.

By Kathy Davis Deputy

DICK CERVENKA, CLERK,
County Court, Williamson County, Texas

214

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

THAT WE, A. A. Hammer and wife, Billie Jean Hammer, of Williamson County, Texas, for and in consideration of the sum of TEN ($10.00) DOLLARS and other good and valuable consideration to us paid, and secured to be paid, by J. L. Carter and wife, Stella S. Carter, as follows:

(1) The sum of $10.00 and other good and valuable consideration in cash to us paid by the said J. L. Carter and wife, Stella S. Carter, the receipt of which is hereby acknowledged and confessed and for the payment of which no lien, express or implied, is retained herein nor is to exist;

(2) And for the remaining ONE HUNDRED, TWENTY-ONE THOUSAND AND NO/100--- ($121,000.00) DOLLARS of said consideration, the said J. L. Carter and wife, Stella S. Carter, have made, executed and delivered to us their one certain Real Estate Lien Note, of even date herewith, payable to said A. A. Hammer and Billie Jean Hammer, or order, at Leander, Williamson County, Texas, or at such other place as may be designated by the holders of said note in writing, in the principal sum of $121,000.00, bearing interest thereon from date at the rate of eight (8%) percent per annum, the principal and interest of said note being due and payable in 300 equal monthly installments of $934.00 each, on the amortization plan, the first of said monthly installments to be due and payable on January 1, 1976, and one each of the remaining installments being due and payable on the 1st day of each and every succeeding calendar month thereafter until the whole principal sum and all interest due thereon have been fully paid, and out of each installment the interest then accrued shall first be paid and the remainder credited to principal, and which said note contains the usual acceleration of maturity and 10% attorney's fee clauses, provides that all past due principal and interest shall bear interest at the rate of 10% per annum, and recites that it is secured by a Vendor's Lien retained in this Deed, as well as by a Deed of Trust of even date herewith, on the land hereinbelow described; said note further provides that it shall not be prepaid in whole or in part during the first ten years from the date thereof under any circumstances, but that the makers of said note, their heirs or

Unofficial Document

assigns, shall have the privilege of prepaying all or any part of the balance due on said note after ten years from the date thereof without any penalty whatsoever;

Have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the said J. L. Carter and wife, Stella S. Carter, of Travis County, Texas, all that certain tract or parcel of land lying and being situated in Williamson County, Texas, described as follows:

BEING 110 acres, more or less, out of the Talbot Chambers Survey, Abstract No. 125, in Williamson County, Texas, and being more particularly described as follows:

BEGINNING on the N. line of the E. D. Harmon League at the Northeast corner of the W. J. House tract, a stone;

THENCE N. 19° W. 1250 vrs. to a stake in the North line of said Chambers Survey;

THENCE S. 71° W. with said line 500 vrs., a stake;

THENCE S. 19° E. 1250 vrs. to the said Harmon League line;

THENCE N. 71° E. with said league line 500 vrs. to the place of beginning, containing 110 acres, more or less, and being the same property conveyed by J. T. Boatright, Sr., et ux, to A. A. Hammer, et ux, by Deed dated June 6, 1959, recorded in Vol. 431, Page 43, Deed Records of Williamson County, Texas.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said J. L. Carter and wife, Stella S. Carter, their heirs and assigns, forever; and we do hereby bind ourselves, our heirs, executors and administrators, to WARRANT and FOREVER DEFEND all and singular the said premises unto the said J. L. Carter and wife, Stella S. Carter, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

BUT it is expressly agreed and stipulated that the VENDOR'S LIEN, as well as the SUPERIOR TITLE in and to the above-described premises, is retained against the above-described property, premises and improvements until the above-described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

The conveyance of the above property is made SUBJECT TO an easement over and across said land in favor of Southwestern Bell Telephone Company and

Unofficial Document

an easement thereon in favor of Pedernales Electric Coop, and to all other easements of record in Williamson County, Texas, affecting said property as well as to all visible and apparent easements on, over and across said property.

The Grantees herein, their heirs or assigns, at their own expense, shall be entitled to receive three and only three partial releases from the Grantors, their heirs, executors, administrators or assigns, of the liens securing the payment of the aforesaid note, such partial releases shall cover the tracts below specified and shall be at the times set forth as follows:

(1) On January 1, 1978, Grantees, their heirs or assigns, shall be entitled to the first of said partial releases, and it shall cover 10 acres of land fronting on the County Road which runs along the South boundary line of the above-described property, the East line of said 10 acres shall be parallel to and 50 feet West of the East line of the above-described property, and the portion of the 10 acre tract which lies along said County Road shall not cover more than 1/3rd of the total road frontage of the above-described property after deducting 50 feet for a road on the East side thereof and at least 50 feet for a road on the West side of said above-described property;

(2) On July 1, 1979, Grantees, their heirs or assigns, shall be entitled to the second of said partial releases, and it shall cover the 10 acres which lie immediately West of and adjacent to the first 10 acre tract mentioned above; said second 10 acre tract shall be of the same dimensions as the first 10 acre tract; and

(3) On January 1, 1981, Grantees, their heirs or assigns, shall be entitled to the third of said partial releases, and it shall cover the 10 acres which lie immediately West of and adjacent to the second 10 acre tract mentioned above; and it shall be of the same dimensions as each of the other two 10 acre tracts.

Grantees, their heirs or assigns, shall not be required to make any additional payments on said note to be entitled to such partial releases at the times

Unofficial Document

specified; provided, however, that Grantees, their heirs or assigns, must be current in their payments on said note at the times specified in order to be entitled to receive such partial releases. It is understood and agreed that no partial releases shall be granted at any other times nor cover any other tracts except those hereinabove specifically set forth. All of the expenses required for such partial releases, including, but not limited to, the cost of surveying, attorney's fees and recording fees, shall be paid for by Grantees, their heirs or assigns. Grantees, their heirs or assigns, shall be entitled to receive a complete release from the Grantors, their heirs, executors, administrators or assigns, of the liens securing the payment of the aforesaid note during the first ten years after the date of said note in accordance with the provisions of a substitution of collateral agreement of even date herewith between said Grantors, and said Grantees.

Grantors do hereby impress upon and charge the above-described property with the following restrictive covenants:

(1) No mobile home, trailer house nor any "moved in" house shall be placed, erected or be permitted to remain on the above-described property or any part thereof, at any time, whether temporarily or permanently. A "moved in" house is defined as a structure which was erected elsewhere and then moved onto the above-described property.

These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring all or any part of the above-described property whether by descent, devise, purchase or otherwise, and any person by the acceptance of title to said property or any part thereof shall thereby agree and covenant to abide by and fully perform the foregoing restrictions and covenants. If the Grantees herein, their heirs or assigns, or any other persons, shall violate or attempt to violate such restrictions and covenants as herein contained, it shall be lawful for the Grantors herein, their heirs, executors, administrators or assigns, or any other person or persons owning any portion of the above-described property to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions and covenants to

Unofficial Document

prevent him or them from so doing or to recover damages or other relief for such violation, or both. The failure at any time to enforce these restrictions and covenants by any person having a right to enforce the same, whether such violations are of knowledge or not, shall not constitute a waiver or estoppel of his right to do so at any time such violations shall continue to exist.

WITNESS OUR HANDS, this 2nd day of December, 1975.

A. A. Hammer
A. A. HAMMER

Billie Jean Hammer
BILLIE JEAN HAMMER

THE STATE OF TEXAS I
I
COUNTY OF WILLIAMSON I

BEFORE ME, the undersigned authority, on this day personally appeared A. A. Hammer and wife, Billie Jean Hammer, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 2nd day of December, 1975.

William L. Lott
NOTARY PUBLIC IN AND FOR
WILLIAMSON COUNTY, TEXAS

THE STATE OF TEXAS
County of Williamson } I, Dick Cervenka, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication, was filed for record in my office on the 4th day of Dec. A. D. 1975, at 11:30 o'clock A M., and duly recorded this the 4th day of Dec. A. D. 1975, at 11:40 o'clock A M., in the Deed Records of said County, in Vol. 623 pp. 86

WITNESS MY HAND and seal of the County Court of said County, at office in Georgetown, Texas, the date last above written.

By Kathy Davis Deputy

DICK CERVENKA, CLERK,
County Court, Williamson County, Texas

Unofficial Document

HEROWAY CROSSING LLC
PARCEL 326
LTSI TRACT 6B
Loc. #319, 320, 321

VOL 709 PAGE 628

THE STATE OF TEXAS §
§
COUNTY OF Williamson §

RIGHT-OF-WAY EASEMENT 2

KNOW ALL MEN BY THESE PRESENTS:

4451

THAT C. D. Bush and M. D. Croslin of Williamson County, Texas, for and in consideration of ONE DOLLAR ($1.00) to me (us) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas (hereinafter called the "Cooperative"), have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Cooperative, an easement and right of way as hereinafter described for an electric transmission and/or distribution line, consisting of variable number of wires, and all necessary or desirable appurtenances (including towers, H-frames or poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), over, across and upon the following described lands located in Williamson County, Texas, to-wit:

A tract of land located on county road 269 approximately one mile East from the town of Leander, and bounded on the north by land owned by: County Road 269; on the south by land owned by: Charles Williamson; on the east by land owned by: Harry Bartz; and on the west by land owned by: Christine Mason.

Location of the right of way hereby conveyed is shown on plat attached hereto marked Exhibit A and included herein by reference.

Together with the right of ingress and egress over my (our) adjacent lands to or from said right of way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right of way; the right to remove from said lands all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto the said Cooperative, its successors and assigns, until said line shall be abandoned.

And I (we) do hereby bind myself (ourselves), my (our) heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Cooperative, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

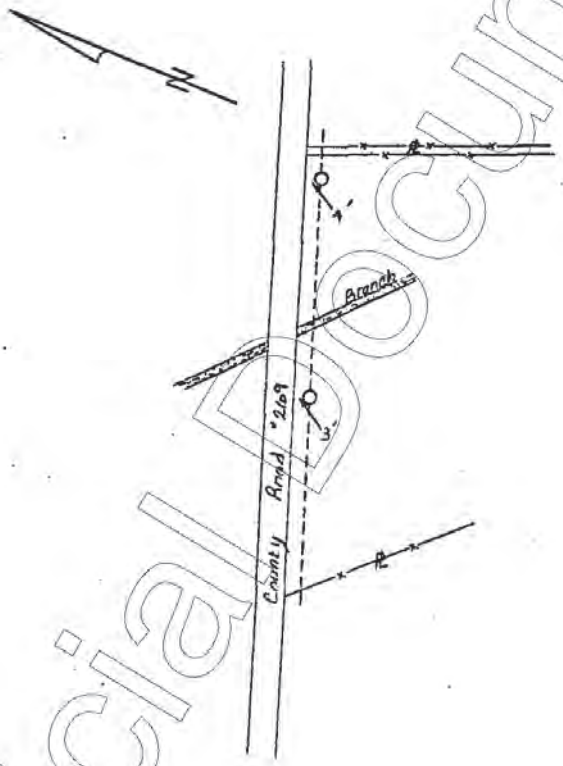
WITNESS _____ hand(s) this _____ day of _____ 19____

Carolyn D. Bush Carolyn D. Bush

Margaret D. Croslin Margaret D. Croslin

Official Document

GRANTOR C.D. Bush & M.D. Croslin



PEDERNALES ELECTRIC CO-OPERATIVE
JOHNSON CITY, TEXAS

EXHIBIT A

SCALE 1"=200' DATE 11/29/76 GRANTOR C.D. Bush & M.D. Croslin

Unofficial Document

VOL 799 PAGE 630

THE STATE OF TEXAS,
County of Travis

BEFORE ME, Margaret L. Kyser, a Notary Public in and for Travis County, Texas, on this day personally appeared William L. Clark known to me to be the person whose name is subscribed to the foregoing instrument of writing, and, after being duely sworn by me stated on oath that he saw Carolyn E. Bushard Margaret A. Crecelius the grantor, subscribe the same and that he had signed the same as a witness at the request of the grantor.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of December 1976

NOTARY PUBLIC COUNTY OF TRAVIS, TEXAS

Margaret L. Kyser

Notary Public Travis County, Texas

~~THE STATE OF TEXAS~~

THE STATE OF TEXAS
County of Williamson

I, James N. Boydston, 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 23rd day of June A.D. 19 80, at 8:00 o'clock A M., and duly recorded this the 23rd day of June A.D. 19 80, at 11:50 o'clock A M., in the Deed Records of said County, in Vol. 799 pp 628

WITNESS MY HAND and seal of the County Court of said County, at office in Georgetown, Texas, the date last above written.

By Juanita Longate Deputy

JAMES N. BOYDSTON, CLERK,
County Court, Williamson County, Texas

Unofficial Document

HEROWAY CROSSING
LLC
PARCEL 326
LTSI TRACT 15, 16
Loc. #319, #320, #321

57-20-22-91

Form 21 P
REV. 1/68

THE STATE OF TEXAS)
County of Burnet)

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Harold L. Chapman

for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the PEDERNALES ELECTRIC COOPERATIVE, INC., a corporation whose postoffice address is JOHNSON CITY, TEXAS, and its successors or assigns, and authorized users of its easement facilities, the right to enter upon the lands of the undersigned, situated in the County of Williamson, State of Texas, and more particularly described as follows:

A tract of land located approximately 2 miles east (Show direction above) from the town of Leander, and bounded

on the north by land owned by:

_____;

on the south by land owned by:

_____;

on the east by land owned by:

_____;

and on the west by land owned by:

_____;

and to place, construct, operate, repair, maintain, rebuild, relocate and replace thereon and in or upon all streets, roads, or highways abutting said lands an electric and/or telephone transmission or distribution line or system, including the right to install in the future such additional poles, guys, anchors, conductors and line appurtenances as may be necessary or desirable in the Cooperative's operations, and to cut and trim at any time trees and shrubbery to the extent deemed desirable by Cooperative to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling;

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, rebuilding, relocating, replacing and removing said lines and appurtenances.

In granting this easement, it is understood that the location of the poles will be such as to form the least possible interference to farm operations, so long as costs of construction are not materially increased thereby.

The undersigned covenants that he is the owner of the above described lands and that the said lands are f. e and clear of encumbrances and liens of whatsoever character except those held by the following persons:

_____

_____

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this _____ day of _____, 19____.

Sign Harold L Chapman L.S.

Sealed and delivered
in the presence of:

_____ L.S.

(Witness)

57-20-22-91

Chapman, Harold L.

CB809-431-H

57-20-22-91

THE STATE OF TEXAS,

County of_____

BEFORE ME,_____, a Notary Public in and for

_____County, Texas, on this day personally appeared_____

_____

known to me to be the person_____whose name_____is/are subscribed to the foregoing instrument, and acknowledged to me that_____ executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this_____day of_____A. D._____

_____

Notary Public_____County, Texas.

THE STATE OF TEXAS,

County of_____

BEFORE ME, _____, a Notary Public in and for_____ County, Texas, on this day personally appeared _____ _____, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and, after being duely sworn by me stated on oath that he saw_____ _____ _____, the grantor, subscribe the same and that he had signed the same as a witness at the request of the grantor.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this_____ day of_____ 19____

_____

Notary Public_____ County, Texas

THE STATE OF TEXAS,

County of_____

BEFORE ME,_____ a Notary Public in and for

_____County, Texas, on this day personally appeared_____

wife of_____, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said_____, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this_____day of_____A. D. 19_____

_____

Notary Public_____County, Texas.

THE STATE OF TEXAS,

County of_____

BEFORE ME,_____, a Notary Public in and for

_____County, Texas, on this day personally appeared_____

President of_____of the County and State aforesaid, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of

_____and as the President thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this_____day of_____A. D._____

_____

HEROWAY CROSSING
LLC
PARCEL 326

VOL 806 PAGE 486

CB808-383-A
RB808-383-A

Form 21 P
REV. 1/68

8079

57-20-31-9

THE STATE OF TEXAS
County of Burnet

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Mrs. V. W. Brossett

for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the PEDERNALES ELECTRIC COOPERATIVE, INC., a corporation whose postoffice address is JOHNSON CITY, TEXAS, and its successors or assigns, and authorized users of its easement facilities, the right to enter upon the lands of the undersigned, situated in the County of Williamson, State of Texas, and more particularly described as follows:

A tract of land located approximately 1½ miles east (Show direction above) from the town of Leander, and bounded

on the north by land owned by:

County Road;

on the south by land owned by:

Schultz & Williamson;

on the east by land owned by:

A.W. Hoyt Property;

and on the west by land owned by:

Schultz;

and to place, construct, operate, repair, maintain, rebuild, relocate and replace thereon and in or upon all streets, roads, or highways abutting said lands an electric and/or telephone transmission or distribution line or system, including the right to install in the future such additional poles, guys, anchors, conductors and line appurtenances as may be necessary or desirable in the Cooperative's operations, and to cut and trim at any time trees and shrubbery to the extent deemed desirable by Cooperative to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling;

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, rebuilding, relocating, replacing and removing said lines and appurtenances.

In granting this easement, it is understood that the location of the poles will be such as to form the least possible interference to farm operations, so long as costs of construction are not materially increased thereby.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

Document

VOL 806 PAGE 487

CB808-383-A
RB808-383-A
57-20-31-9

THE STATE OF TEXAS,
County of Burnet

BEFORE ME, Sandra G. Taylor, a Notary Public in and for Burnet County, Texas, on this day personally appeared Mrs. V. W. Brossett

known to me to be the person whose name is/are subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 31 day of July A. D. 1980

Sandra G. Taylor
Notary Public Burnet County, Texas.

THE STATE OF TEXAS
County of Williamson

I, James N. Boydston, 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 22nd day of Aug. A.D. 19 80, at 8:00 o'clock A M., and duly recorded this the 22nd day of Aug. A.D. 19 80, at 11:20 o'clock A M., in the Deed Records of said County, in Vol. 806 pp 486

WITNESS MY HAND and seal of the County Court of said County, at office in Georgetown, Texas, the date last above written.

Official Document

JNK PROPERTIES 1, LTD
PARCEL 330
LTSI TRACT 17
Loc.'s #322, #326, #327, #328, #332

799 PAGE 631

RIGHT-OF-WAY EASEMENT VOL 799 PAGE 632

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE P
COUNTY OF Williamson §

4452

THAT Barry Bartz

Williamson County, Texas, for and in consideration of ONE DOLLAR ($1.00) to me (us) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas (hereinafter called the "Cooperative"), have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Cooperative, an easement and right of way as hereinafter described for an electric transmission and/or distribution line, consisting of variable number of wires, and all necessary or desirable appurtenances (including towers, H-frames or poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), over, across and upon the following described lands located in Williamson County, Texas, to-wit:

A tract of land located on county road 269 approximately one mile east from the town of Leander, and bounded on the north by land owned by: County Road 269; on the south by land owned by; Charles Williamson; on the east by land owned by: Larry Pressler; and on the west by land owned by: C. D. Bush and M. D. Croslin.

57-20-22

Location of the right of way hereby conveyed is shown on plat attached hereto marked Exhibit A and included herein by reference.

Together with the right of ingress and egress over my (our) adjacent lands to or from said right of way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right of way; the right to remove from said lands all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto the said Cooperative, its successors and assigns, until said line shall be abandoned.

And I (we) do hereby bind myself (ourselves), my (our) heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Cooperative, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS _____ hand(s) this 28 day of April 19 72

Barry Bartz

Joyce Bartz

Barry Bartz

VOL 1994 PAGE 632

THE STATE OF TEXAS,
County of TRAVIS

BEFORE ME, JERALD D. BARNES, a Notary Public in and for TRAVIS County, Texas, on this day personally appeared HARRY J. BARTZ

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of APRIL A. D. 1978

Jerald D Barnes
Notary Public TRAVIS County, Texas.

NOTARY PUBLIC · COUNTY OF TRAVIS, TEXAS

THE STATE OF TEXAS,
County of

BEFORE ME, _____, a Notary Public in and for _____ County, Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and, after being duely sworn by me stated on oath that he saw _____, the grantor, subscribe the same and that he had signed the same as a witness at the request of the grantor.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____ 19____

_____
Notary Public _____ County, Texas

THE STATE OF TEXAS,
County of

BEFORE ME, _____, a Notary Public in and for _____ County, Texas, on this day personally appeared _____ wife of _____, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ A. D. 19____

_____
Notary Public _____ County, Texas

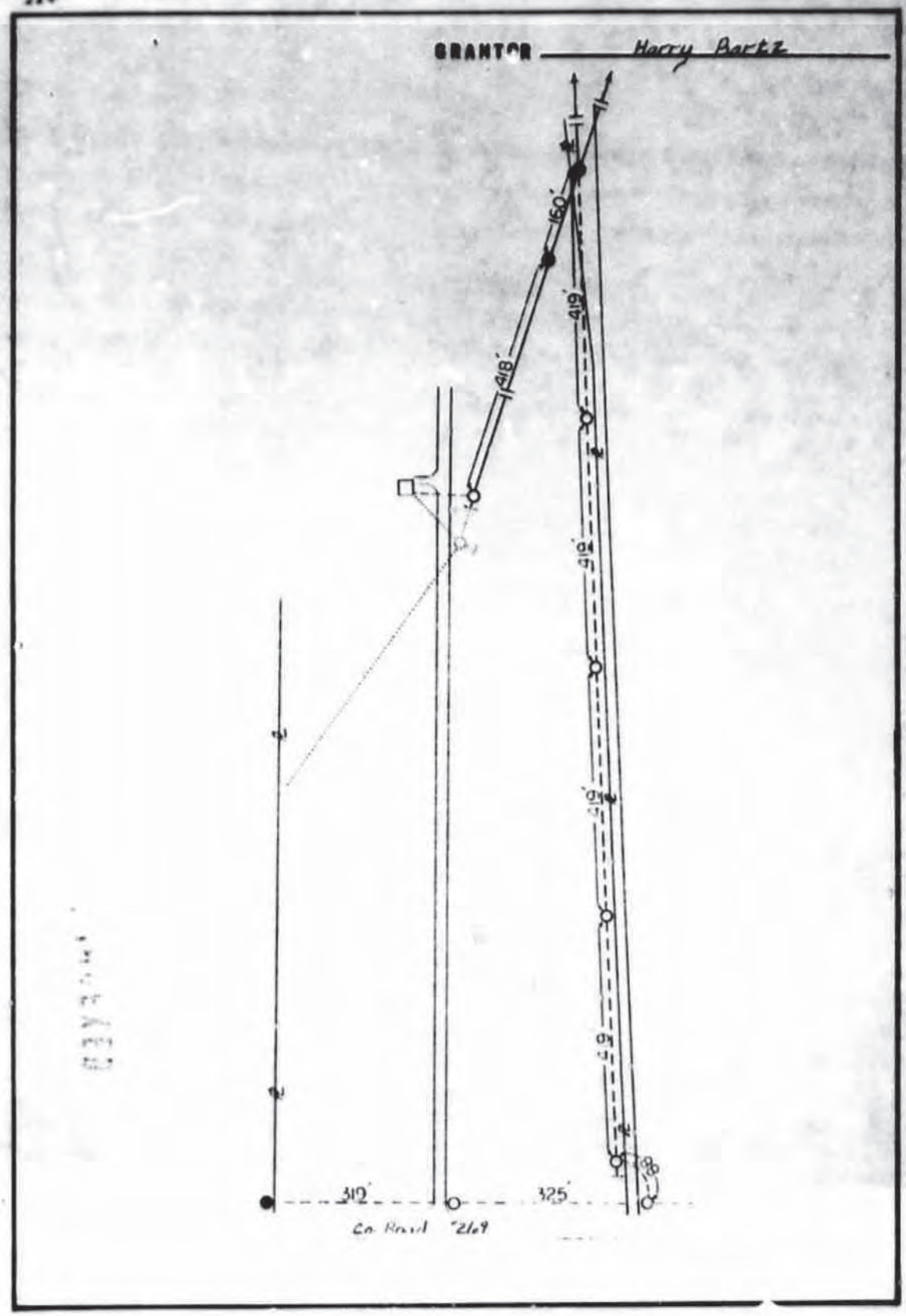
THE STATE OF TEXAS,
County of

BEFORE ME, _____, a Notary Public in and for _____ County, Texas, on this day personally appeared _____ President of _____ of the County and State aforesaid, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of _____ and as the President thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ A. D. _____

_____
Notary Public _____ County, Texas.

GRANTOR Harry Bartz



PEDERNALES ELECTRIC CO-OPERATIVE
JOHNSON CITY, TEXAS

EXHIBIT A

SCALE 1" = 100' DATE 6-6-78 GRANTOR Harry Bartz

709 PAGE 634

THE STATE OF TEXAS
County of Williamson }

I, James N. Boydston, 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 23rd day of June A.D. 19 80, at 8:00 o'clock A M., and duly recorded this the 23rd day of June A.D. 19 80, at 11:55 o'clock A M., in the Deed Records of said County, in Vol. 799 pp. 630

WITNESS MY HAND and seal of the County Court of said County, at office in Georgetown, Texas, the date last above written.

By Juanita Tourgat Deputy

JAMES N. BOYDSTON, CLERK,
County Court, Williamson County, Texas

8

4452 INDEXED

FILED FOR RECORD
at 8:00 o'clock A M.
JUN 23 1980
JAMES N. BOYDSTON
Clerk County Court, Williamson Co., Tex.
By Deputy

23
11:55
PM
630

$7.00

M. Bobinski Chst

The Park at Cypress Creek
PARCEL 333
LTSI TRACT 18
Loc.'s #334, #335, #336

RIGHT-OF-WAY EASEMENT VOL 799 PAGE 635 4

COUNTY OF Williamson

KNOW ALL MEN BY THESE PRESENTS:

4453

THAT Larry Pressler and

of

Williamson County, Texas, for and in consideration of ONE DOLLAR ($1.00) to me (us) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas (hereinafter called the "Cooperative"), have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Cooperative, an easement and right of way as hereinafter described for an electric transmission and/or distribution line, consisting of variable number of wires, and all necessary or desirable appurtenances (including towers, H-frames or poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), over, across and upon the following described lands located in Williamson County, Texas, to-wit:

A tract of land located on county road 269 approximately one mile East from the town of Leander, and bounded on the north by land owned by: County Road 269; on the south by land owned by: State Highway 2243; on the east by land owned by: J. R. Keithley; and on the west by land owned by: Harry Bartz

Location of the right of way hereby conveyed is shown on plat attached hereto marked Exhibit A and included herein by reference.

Together with the right of ingress and egress over my (our) adjacent lands to or from said right of way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right of way; the right to remove from said lands all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto the said Cooperative, its successors and assigns, until said line shall be abandoned.

And I (we) do hereby bind myself (ourselves), my (our) heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Cooperative, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS hand(s) this 22 day of December 19

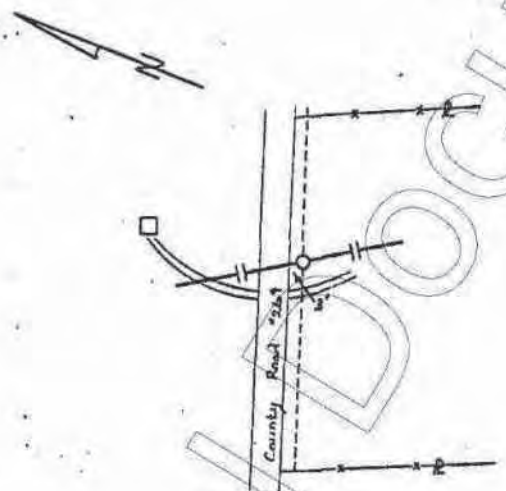
William W Clark

Harry D. Pressler

Larry D. Pressler

Unofficial Document

GRANTOR Larry Pressler



PEDERNALES ELECTRIC CO-OPERATIVE
JOHNSON CITY, TEXAS

EXHIBIT A

SCALE 1" = 200' DATE 11/29/96 GRANTOR Larry Pressler

Unofficial Document

THE STATE OF TEXAS,
County of Travis

VOL 799 PAGE 637

BEFORE ME, Margaret T. Kyser, a Notary Public in and for Travis County, Texas, on this day personally appeared William L. Clarke, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and, after being duely sworn by me stated on oath that he saw Larry D. Brashear, the grantor, subscribe the same and that he had signed the same as a witness at the request of the grantor.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of December 19 76

Margaret T. Kyser

Notary Public Travis County, Texas

~~THE STATE OF TEXAS~~)

THE STATE OF TEXAS
County of Williamson } I, James N. Boydston, 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 23rd day of June A.D. 19 80, at 8:00 o'clock A M., and duly recorded this the 23rd day of June A.D. 19 80, at 1:00 o'clock P M., in the Deed Records of said County, in Vol. 799 pp 635

WITNESS MY HAND and seal of the County Court of said County, at office in Georgetown, Texas, the date last above written.

By Juanita Youngate Deputy

JAMES N. BOYDSTON, CLERK,
County Court, Williamson County, Texas

Unofficial Document

The Park at
Cypress Creek
PARCEL 333
LTSI Tract 18
Loc. # 333

NS7-20-22-83
Complete 3-6-78 2-48875

STATE OF TEXAS

County of Burnet }

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Larry D. Presler

for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the PEDERNALES ELECTRIC COOPERATIVE, INC., a corporation whose postoffice address is JOHNSON CITY, TEXAS, and its successors or assigns, and authorized users of its easement facilities, the right to enter upon the lands of the undersigned, situated in the County of Williamson State of Texas, and more particularly described as follows:

A tract of land located approximately 1 1/2 miles east (Show direction above) from the town of Leander, and bound

on the north by land owned by:
County Rd;

on the south by land owned by:
Williamson;

on the east by land owned by:
Keith Lee;

and on the west by land owned by:
Bartz;

and to place, construct, operate, repair, maintain, rebuild, relocate and replace thereon and in or upon all streets, roads or highways abutting said lands an electric and/or telephone transmission or distribution line or system, including the right to install in the future such additional poles, guys, anchors, conductors and line appurtenances as may be necessary or desirable in the Cooperative's operations, and to cut and trim at any time trees and shrubbery to the extent deemed desirable by Cooperative to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling;

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, rebuilding, relocating, replacing and removing said lines and appurtenances.

In granting this easement, it is understood that the location of the poles will be such as to form the least possible interference to farm operations, so long as costs of construction are not materially increased thereby.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 6 day of February, 1978.

Sealed and delivered
in the presence of:
Sandra G. Taylor
(Witness)

Larry D. Presler L.S.

L.S.

NS7-20-22-83

Presler, Larry D.

N51-20-22-03 2-43875

THE STATE OF TEXAS,
County of _____

BEFORE ME, _____, a Notary Public in and for _____ County, Texas, on this day personally appeared _____ known to me to be the person whose name is/are subscribed to the foregoing instrument, and acknowledged to me that executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ A. D. _____.

_____
Notary Public _____ County, Texas.

THE STATE OF TEXAS,
County of Burnet

BEFORE ME, E. B. Goodwin Jr., a Notary Public in and for Burnet County, Texas, on this day personally appeared Sandra D. Taylor, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and, after being duely sworn by me stated on oath that she saw Darcy D. Preuss, the grantor, subscribe the same and that he had signed the same as a witness at the request of the grantor.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6 day of February 19 73

E. B. Goodwin Jr.
Notary Public Burnet County, Texas

THE STATE OF TEXAS,
County of _____

BEFORE ME, _____, a Notary Public in and for _____ County, Texas, on this day personally appeared _____ wife of _____, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ A. D. 19_____.

_____
Notary Public _____ County, Texas.

THE STATE OF TEXAS,
County of _____

BEFORE ME, _____, a Notary Public in and for _____ County, Texas, on this day personally appeared _____ President of _____ of the County and State aforesaid, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of _____ and as the President thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ A. D. _____.

_____
Notary Public _____ County, Texas.

JNK Properties 1, LTD
PARCEL 335
LTSI TRACT 19
Loc.'s #340, #422

RIGHT-OF-WAY EASEMENT VOL 799 PAGE 638

TEXAS)
)
COUNTY OF Williamson)

KNOW ALL MEN BY THESE PRESENTS:

4454

THAT J. R. Keithley and

of

Williamson County, Texas, for and in consideration of ONE DOLLAR ($1.00) to me (us) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas (hereinafter called the "Cooperative"), have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Cooperative, an easement and right of way as hereinafter described for an electric transmission and/or distribution line, consisting of variable number of wires, and all necessary or desirable appurtenances (including towers, H-frames or poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), over, across and upon the following described lands located in Williamson County, Texas, to-wit:

A tract of land located on county road 269 approximately one mile east from the town of Leander, and bounded on the north by land owned by: County Road 269; on the south by land owned by: State Highway 2243; on the east by land owned by: Phil K. Keith; and on the west by land owned by: Larry Pressler.

Location of the right of way hereby conveyed is shown on plat attached hereto marked Exhibit A and included herein by reference.

Together with the right of ingress and egress over my (our) adjacent lands to or from said right of way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right of way; the right to remove from said lands all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto the said Cooperative, its successors and assigns, until said line shall be abandoned.

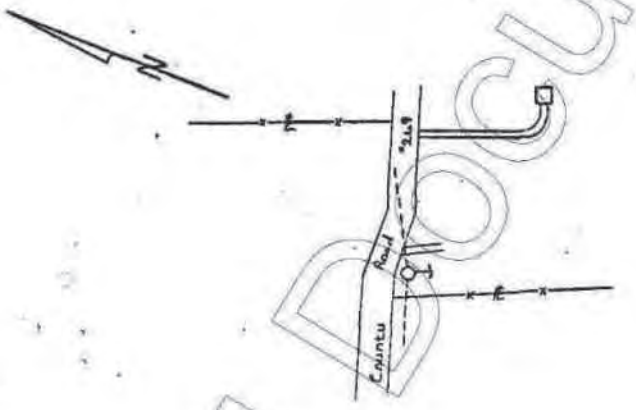
And I (we) do hereby bind myself (ourselves), my (our) heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Cooperative, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS hand(s) this 23rd day of December 19

Jerry Keithley

Unofficial Document

GRANTOR J.R. Keithley



PEDERNALES ELECTRIC CO-OPERATIVE
JOHNSON CITY, TEXAS

EXHIBIT A

SCALE 1"=200' DATE 11/29/76 GRANTOR J.R. Keithley

Unofficial Document

VOL 799 PAGE 640

THE STATE OF TEXAS,
County of Travis

BEFORE ME, Margaret Tyson, a Notary Public in and for Travis County, Texas, on this day personally appeared William L. Clarke, Jr., known to me to be the person whose name is subscribed to the foregoing instrument of writing, and, after being duely sworn by me stated on oath that he saw Jerry Keithley, the grantor, subscribe the same and that he had signed the same as a witness at the request of the grantor.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of December 1976.

Margaret Tyson

Notary Public Travis County, Texas

NOTARY PUBLIC COUNTY OF TRAVIS, TEXAS

~~THE STATE OF TEXAS~~

THE STATE OF TEXAS
County of Williamson

I, James N. Boydston, 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 23rd day of June A.D. 19 80, at 8:00 o'clock A M., and duly recorded this the 23rd day of June A.D. 19 80, at 1:05 o'clock P M., in the Deed Records of said County, in Vol. 799 pp. 638

WITNESS MY HAND and seal of the County Court of said County, at office in Georgetown, Texas, the date last above written.

By Juanita Youngate Deputy

JAMES N. BOYDSTON, CLERK,
County Court, Williamson County, Texas

Unofficial Document

JNK Properties 1, LTD
PARCEL 335
LTSI TRACT 19
Loc.'s #341, #342 & #343

CB859-734-S
RB859-734-S
57-20-22-82-84

Form 21 P
REV. 1/68

THE STATE OF TEXAS
County of Burnet }
KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Jerry Keithley

for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the PEDERNALES ELECTRIC COOPERATIVE, INC., a corporation whose postoffice address is JOHNSON CITY, TEXAS, and its successors or assigns, and authorized users of its easement facilities, the right to enter upon the lands of the undersigned, situated in the County of Williamson State of Texas, and more particularly described as follows:

A tract of land located approximately 3 miles NE (Show direction above) from the town of Leander, and bounded

on the north by land owned by: County Rd;

on the south by land owned by: Jerry Wiley;

on the east by land owned by: Phil Keith;

and on the west by land owned by: Larry Priester;

and to place, construct, operate, repair, maintain, rebuild, relocate and replace thereon and in or upon all streets, roads, or highways abutting said lands an electric and/or telephone transmission or distribution line or system, including the right to install in the future such additional poles, guys, anchors, conductors and line appurtenances as may be necessary or desirable in the Cooperative's operations, and to cut and trim at any time trees and shrubbery to the extent deemed desirable by Cooperative to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling;

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, rebuilding, relocating, replacing and removing said lines and appurtenances.

In granting this easement, it is understood that the location of the poles will be such as to form the least possible interference to farm operations, so long as costs of construction are not materially increased thereby.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

_____

_____

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 22 day of July, 1985.

Sealed and delivered in the presence of:

Jerry Keithley L.S.

Jerry Brown
(Witness)

_____ L.S.

57-20-22-82-84

Keithley, Jerry

CB859-734-5
RB859-734-5
57-20-22-82-84

THE STATE OF TEXAS,
County of _____

BEFORE ME, _____, a Notary Public in and for _____ County, Texas, on this day personally appeared _____

_____

known to me to be the person whose name is/are subscribed to the foregoing instrument, and acknowledged to me that executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ A. D. _____

_____
Notary Public _____ County, Texas.

THE STATE OF TEXAS,
County of Burnet

BEFORE ME, Sandra G. Taylor, a Notary Public in and for Burnet County, Texas, on this day personally appeared Jerry Brock, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and, after being duely sworn by me stated on oath that he saw Jerry Keithly, the grantor, subscribe the same and that he had signed the same as a witness at the request of the grantor.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 day of July 1985

SANDRA G. TAYLOR
My Commission Expires
9-22-88

Sandra G. Taylor
Notary Public Burnet County, Texas

THE STATE OF TEXAS,
County of _____

BEFORE ME, _____, a Notary Public in and for _____ County, Texas, on this day personally appeared _____

wife of _____, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ A. D. 19____.

_____
Notary Public _____ County, Texas.

THE STATE OF TEXAS,
County of _____

BEFORE ME, _____, a Notary Public in and for _____ County, Texas, on this day personally appeared _____

President of _____ of the County and State aforesaid, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of _____ and as the President thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ A. D. _____

_____
Notary Public _____ County, Texas.

JNK Properties 1, LTD
PARCEL 335
LTSI Tract 19 & 20
Loc.'s #424, #425, #431

OB656-502 A
5720 22-84-87 Received Instr. signed.

Form 21 P
REV. 1/6

THE STATE OF TEXAS }
County of Burnet } KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Jerry Keethley

for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the PEDERNALES ELECTRIC COOPERATIVE, INC., a corporation whose postoffice address is JOHNSON CITY, TEXAS, and its successors or assigns, and authorized users of its easement facilities, the right to enter upon the lands of the undersigned, situated in the County of Williamson, State of Texas, and more particularly described as follows:

57-20-22-84-87

A tract of land located approximately 3 miles east (Show direction above) from the town of Leander, and bounded

on the north by land owned by:
Co Rd 269;

on the south by land owned by:
Gary Wiley;

on the east by land owned by:
Phil Keith;

and on the west by land owned by:
Larry Pressler;

and to place, construct, operate, repair, maintain, rebuild, relocate and replace thereon and in or upon all streets, roads, or highways abutting said lands an electric and/or telephone transmission or distribution line or system, including the right to install in the future such additional poles, guys, anchors, conductors and line appurtenances as may be necessary or desirable in the Cooperative's operations, and to cut and trim at any time trees and shrubbery to the extent deemed desirable by Cooperative to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling;

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, rebuilding, relocating, replacing and removing said lines and appurtenances.

In granting this easement, it is understood that the location of the poles will be such as to form the least possible interference to farm operations, so long as cost of construction are not materially increased thereby.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

_____

_____

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this _____ day of _____, 19____.

Sealed and delivered
in the presence of:

Jerry Keithley L.S.

_____ L.S.
(Witness)

Keithley, Jerry

In reference to application for Scott Keithley

CB856-602-A
5720-22-84-87

THE STATE OF TEXAS,
County of _____

BEFORE ME, _____, a Notary Public in and for _____ County, Texas, on this day personally appeared _____ known to me to be the person whose name is/are subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ A. D. _____

_____
Notary Public _____ County, Texas.

THE STATE OF TEXAS,
County of _____

BEFORE ME, _____, a Notary Public in and for _____ County, Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and, after being duely sworn by me stated on oath that he saw _____, the grantor, subscribe the same and that he had signed the same as a witness at the request of the grantor.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ 19 _____

_____
Notary Public _____ County, Texas

THE STATE OF TEXAS,
County of _____

BEFORE ME, _____, a Notary Public in and for _____ County, Texas, on this day personally appeared _____ wife of _____, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ A. D. 19 _____

_____
Notary Public _____ County, Texas.

THE STATE OF TEXAS,
County of _____

BEFORE ME, _____, a Notary Public in and for _____ County, Texas, on this day personally appeared _____ President of _____ of the County and State aforesaid, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of _____ and as the President thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ A. D. _____

_____
Notary Public _____ County, Texas.

JNK Properties 1, LTD
PARCEL 335
LTSI Tract 21 & 22
Loc.'s #432, #433

C8805-210-A
57-20-22-87

Form 21 P
REV. 1/68

THE STATE OF TEXAS
County of Burnet }

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Phil Keith

for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the PEDERNALES ELECTRIC COOPERATIVE, INC., a corporation whose postoffice address is JOHNSON CITY, TEXAS, and its successors or assigns, and authorized users of its easement facilities, the right to enter upon the lands of the undersigned, situated in the County of Williamson, State of Texas, and more particularly described as follows:

A tract of land located approximately 3 miles east (Show direction above) from the town of Leander, and bounded

on the north by land owned by: Co. Rd 269;

on the south by land owned by: FM 2243;

on the east by land owned by: Co Rd. 268;

and on the west by land owned by: Jerry Keithley & Guy Wiley;

and to place, construct, operate, repair, maintain, rebuild, relocate and replace thereon and in or upon all streets, roads, or highways abutting said lands an electric and/or telephone transmission or distribution line or system, including the right to install in the future such additional poles, guys, anchors, conductors and line appurtenances as may be necessary or desirable in the Cooperative's operations, and to cut and trim at any time trees and shrubbery to the extent deemed desirable by Cooperative to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling;

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, rebuilding, relocating, replacing and removing said lines and appurtenances.

In granting this easement, it is understood that the location of the poles will be such as to form the least possible interference to farm operations, so long as costs of construction are not materially increased thereby.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

_____

_____

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 18 day of April, 1980.

Sealed and delivered
in the presence of:

Sandra G. Taylor
(Witness)

Phil Keith L.S.

_____ L.S.

57-20-22-87

Keith, Phil

5720-22-87
CB805-270-A

THE STATE OF TEXAS,
County of Burnet

BEFORE ME, Sandra G. Taylor, a Notary Public in and for Burnet County, Texas, on this day personally appeared Phil Keith

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18 day of April A. D. 1980

Sandra G. Taylor
Notary Public Burnet County, Texas.

THE STATE OF TEXAS,
County of _____

BEFORE ME, _____, a Notary Public in and for _____ County, Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and, after being duely sworn by me stated on oath that he saw _____, the grantor, subscribe the same and that he had signed the same as a witness at the request of the grantor.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ 19 ____

_____
Notary Public _____ County, Texas

THE STATE OF TEXAS,
County of _____

BEFORE ME, _____, a Notary Public in and _____ County, Texas, on this day personally appeared _____ wife of _____, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ A. D. 19__

_____
Notary Public _____ County, Texas.

THE STATE OF TEXAS,
County of _____

BEFORE ME, _____, a Notary Public in and for _____ County, Texas, on this day personally appeared _____ President of _____ of the County and State aforesaid, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of _____ and as the President thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ A. D. ____

_____
Notary Public _____ County, Texas.

JNK Properties 1, LTD
PARCEL 335
LTSI TRACT 21 & 22
Loc. #434

RIGHT-OF-WAY EASEMENT VOL. 799 PAGE 649 8

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

4457

THAT Phillip K. Keith and

of

Williamson County, Texas, for and in consideration of ONE DOLLAR ($1.00) to me (us) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas (hereinafter called the "Cooperative"), have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Cooperative, an easement and right of way as hereinafter described for an electric transmission and/or distribution line, consisting of variable number of wires, and all necessary or desirable appurtenances (including towers, H-frames or poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), over, across and upon the following described lands located in Williamson County, Texas, to-wit:

A tract of land located on county road 269 approximately two miles east from the town of Leander, and bounded on the north by land owned by: County Road 269; on the south by land owned by: State Highway 2243; on the east by land owned by: County Road 268; and on the west by land owned by: J. R. Keithley

Location of the right of way hereby conveyed is shown on plat attached hereto marked Exhibit A and included herein by reference.

Together with the right of ingress and egress over my (our) adjacent lands to or from said right of way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right of way; the right to remove from said lands all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto the said Cooperative, its successors and assigns, until said line shall be abandoned.

And I (we) do hereby bind myself (ourselves), my (our) heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Cooperative, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

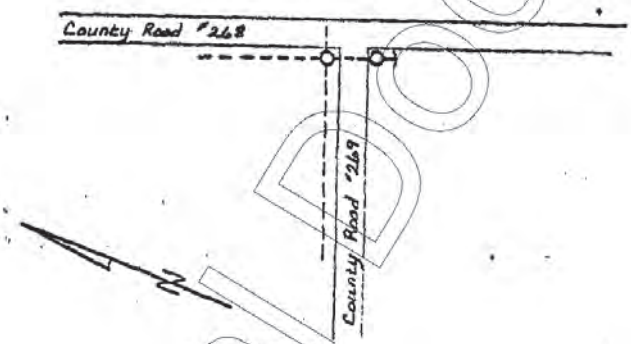
WITNESS hand(s) this 22 day of December 1976

Ward Clark — Phil Keith

Phil Keith

Unofficial Document

GRANTOR Phil K. Keith



PEDERNALES ELECTRIC CO-OPERATIVE
JOHNSON CITY, TEXAS

EXHIBIT A

SCALE 1"=200' DATE 11/29/96 GRANTOR Phil K. Keith P.K. WJC

Unofficial Document

VOL 799 PAGE 651

THE STATE OF TEXAS,
County of Travis

BEFORE ME, Margaret I Lyons, a Notary Public in and for Travis County, Texas, on this day personally appeared William L. Clarke, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and, after being duely sworn by me stated on oath that he saw Robert Lee Kirk, the grantor, subscribe the same and that he had signed the same as a witness at the request of the grantor.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of December 1976

Margaret I. Lyons

Notary Public Travis County, Texas

THE STATE OF TEXAS
County of Williamson

I, James N. Boydston, 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 23rd day of June A.D. 19 80, at 8:00 o'clock a M., and duly recorded this the 23rd day of June A.D. 19 80, at 1:20 o'clock P M., in the Deed Records of said County, in Vol. 799 pp 649

WITNESS MY HAND and seal of the County Court of said County, at office in Georgetown, Texas, the date last above written.

By Juanita Daugate Deputy

JAMES N. BOYDSTON, CLERK,
County Court, Williamson County, Texas

Unofficial Document

HEROWAY 15 LLC - PARCEL 337
ZOOMERS INVESTMENT GROUP LLC - PARCEL 338
JGHTDH #1 LLC - PARCEL 341
LTSI TRACT 17B &19B
Loc.'s #423, #427

6

RIGHT-OF-WAY EASEMENT VOL 799 PAGE 641

4455

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

That the undersigned, Kittie L. Sherman Huggins, for a good and valuable consideration, the receipt of which is hereby acknowledged, and the further consideration of the agreement of PEDERNALES ELECTRIC COOPERATIVE, INC. (PEC), as follows: If at anytime PEC, its successors or assigns, should install an electric transmission line along the east side of County Road 268 or parallel to such road in the property adjoining such road, PEC agrees that no portion of such line, poles or other structures, which are a part of the electric line shall extend more than 20 feet above the ground for 150 feet on either side of a point on County Road 268, such point being located by extending the runway on Grantor's property in an easterly direction until it strikes County Road 268 and that such line along the course it is lowered shall be marked with large red plastic balls located on the wire; it being the intention of the parties to appropriately lower such electric lines and mark the same so as to provide for the safe arrival and departure of aircraft on the runway located on Grantor's land, does hereby grant unto the PEDERNALES ELECTRIC COOPERATIVE, INC., a corporation whose post office address is JOHNSON CITY, TEXAS, and its successors or assigns, and authorized users of its easement facilities, the right to enter upon the lands of the undersigned, situated in the County of Williamson, State of Texas, and more particularly described as follows:

A tract of land located approximately 2.0 miles East from the town of Leander, Texas, to wit; a strip of land 20' in width and 2 strips, 5'x20' and 5'x35' for guy pole and guy wires as indicated on Exhibit "A" attached hereto and made a part thereof, lying in and being a part of a 311 acre tract out of the Talbot Chambers Survey, Patent No. 528, as described in a deed recorded in Volume 317, Page 240, Deed of Records of Williamson County, Texas. PEC shall not have the right to enter onto such easement from County Road 269 or exit therefrom onto County Road 269 and agrees that access to such easement and exit therefrom shall be from County Road 268 at a point approximatley 500 feet south of the intersection of Grantor's north property line and County Road 268 at the location of the existing gate, and to place, construct, operate, repair, maintain, rebuild, relocate and replace thereon and in or upon all streets, roads, or highways abutting said lands an electric and/or telephone transmission or distribution line or system, including the right to install in the future such additional poles, guys, anchors, conductors, and line appurtenances as may be necessary or desirable in the Cooperative's operations, and to cut and trim at any time trees and shrubbery to the extent deemed desirable by Cooperative to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling;

Together with the right of ingress and egress over my adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, rebuilding, relocating, replacing and removing said lines and appurtenances.

In granting this easement, it is understood that the location of the poles will

Unofficial Document

be such as to form the least possible interference to farm operations, so long as costs of construction are not materially increased thereby.

The undersigned covenants that she is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character.

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set her hand and seal this 14 day of April, 1978.

Sealed and delivered
in the presence of:

Kittie L. Sherman Huggins
Kittie L. Sherman Huggins

THE STATE OF TEXAS X
X
COUNTY OF WILLIAMSON X

BEFORE ME, the undersigned authority, on this day personally appeared KITTIE L. SHERMAN HUGGINS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

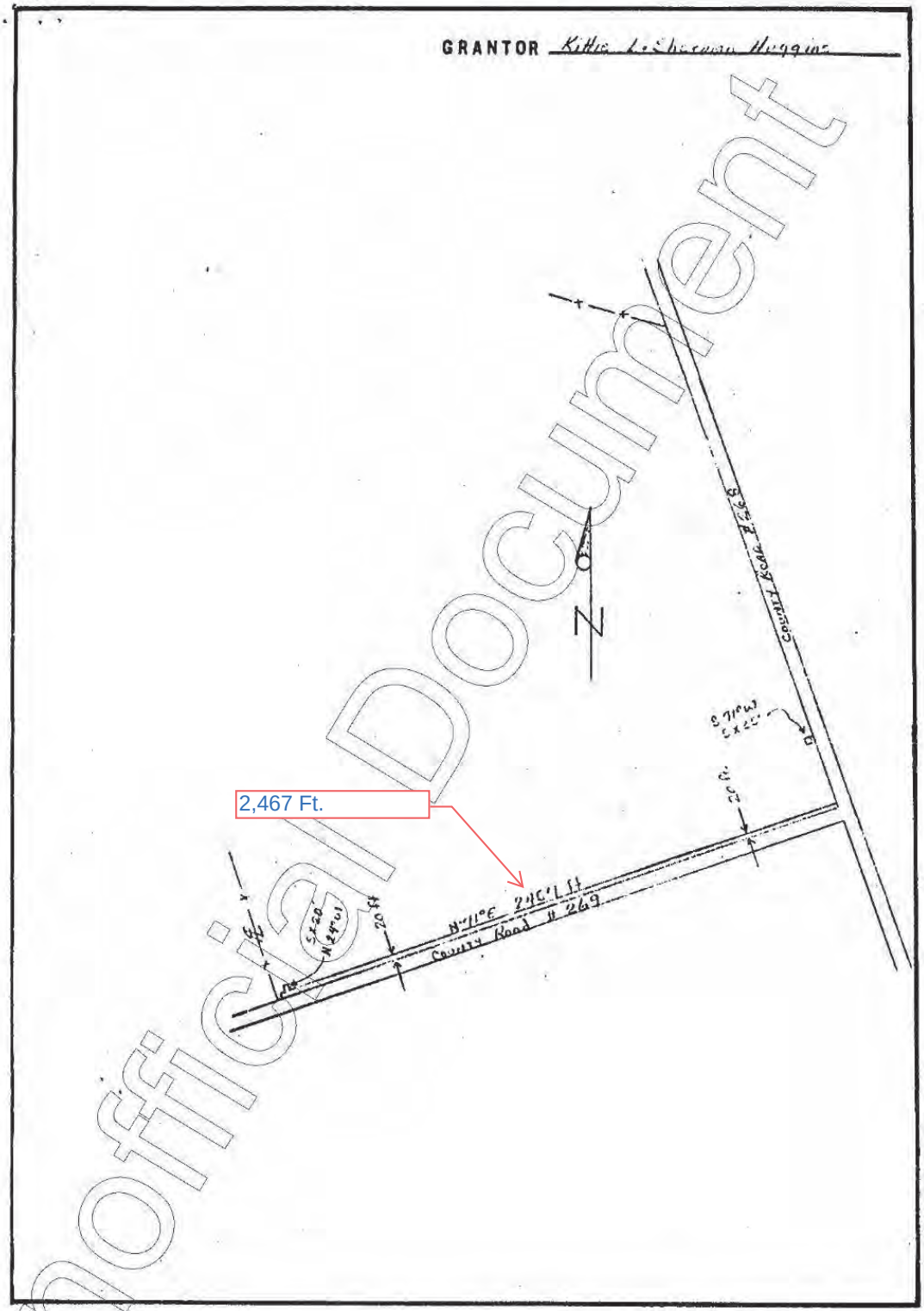
GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 14 day of April, 1978.

Notary Public in and for
Williamson County, Texas

Unofficial Document

234

GRANTOR Kittie L. Sherman Huggins



PEDERNALES ELECTRIC CO-OPERATIVE
JOHNSON CITY, TEXAS

EXHIBIT A

SCALE 1" = 200' DATE 3-2-78 GRANTOR Kittie L. Sherman Huggins

Unofficial Document

VOL 799 PAGE 644

THE STATE OF TEXAS
County of Williamson }

I, James N. Boydston, 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 23rd day of June A.D. 19 80, at 8:00 o'clock A M., and duly recorded this the 23rd day of June A.D. 19 80, at 1:10 o'clock P M., in the Deed Records of said County, in Vol. 799 pp 641

WITNESS MY HAND and seal of the County Court of said County, at office in Georgetown, Texas, the date last above written.

By Juanita Saungate Deputy

JAMES N. BOYDSTON, CLERK,
County Court, Williamson County, Texas

Unofficial Document

JNK Properties 1, LTD
PARCEL 335
LTSI Tract 21 & 22
Loc.'s #432, #433

C8805-210-A
57-20-22-87

Form 21 P
REV. 1/68

THE STATE OF TEXAS
County of Burnet }

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Phil Keith

for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the PEDERNALES ELECTRIC COOPERATIVE, INC., a corporation whose postoffice address is JOHNSON CITY, TEXAS, and its successors or assigns, and authorized users of its easement facilities, the right to enter upon the lands of the undersigned, situated in the County of Williamson, State of Texas, and more particularly described as follows:

A tract of land located approximately 3 miles east (Show direction above) from the town of Leander, and bounded

on the north by land owned by: Co. Rd 269;

on the south by land owned by: FM 2243;

on the east by land owned by: Co Rd. 268;

and on the west by land owned by: Jerry Keithley & Guy Wiley;

and to place, construct, operate, repair, maintain, rebuild, relocate and replace thereon and in or upon all streets, roads, or highways abutting said lands an electric and/or telephone transmission or distribution line or system, including the right to install in the future such additional poles, guys, anchors, conductors and line appurtenances as may be necessary or desirable in the Cooperative's operations, and to cut and trim at any time trees and shrubbery to the extent deemed desirable by Cooperative to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling;

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, rebuilding, relocating, replacing and removing said lines and appurtenances.

In granting this easement, it is understood that the location of the poles will be such as to form the least possible interference to farm operations, so long as costs of construction are not materially increased thereby.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

_____

_____

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 18 day of April, 1980.

Sealed and delivered
in the presence of:

Sandra G. Taylor
(Witness)

Phil Keith L.S.

_____ L.S.

57-20-22-87

Keith, Phil

5720-22-87
CB805-270-A

THE STATE OF TEXAS,
County of Burnet

BEFORE ME, Sandra G. Taylor, a Notary Public in and for Burnet County, Texas, on this day personally appeared Phil Keith

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18 day of April A. D. 1980

Sandra G. Taylor
Notary Public Burnet County, Texas.

THE STATE OF TEXAS,
County of _____

BEFORE ME, _____, a Notary Public in and for _____ County, Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and, after being duely sworn by me stated on oath that he saw _____, the grantor, subscribe the same and that he had signed the same as a witness at the request of the grantor.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ 19 ____

_____
Notary Public _____ County, Texas

THE STATE OF TEXAS,
County of _____

BEFORE ME, _____, a Notary Public in and _____ County, Texas, on this day personally appeared _____ wife of _____, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ A. D. 19__

_____
Notary Public _____ County, Texas.

THE STATE OF TEXAS,
County of _____

BEFORE ME, _____, a Notary Public in and for _____ County, Texas, on this day personally appeared _____ President of _____ of the County and State aforesaid, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of _____ and as the President thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ A. D. ____

_____
Notary Public _____ County, Texas.

Sairam Ventures LLC
PARCEL 204
LTSI TRACT 24B
Loc. #102, #103

AFFIDAVIT
(for Disinterested Party)

THE STATE OF TEXAS	§	County: WILLIAMSON
	§	Project CSJ No.: 0914-05-222
COUNTY OF WILLIAMSON	§	Highway Name/No.: 2243 / HERO WAY

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared LEE SPARROW, who after being by me duly sworn upon his/her oath deposes and says as follows:

"I, LEE SPARROW, am over the age of 18 years and am fully competent to testify to the matters set forth in this Affidavit. I have personal knowledge of all facts and swear that such facts are true and correct.

1. My current residence is 1205 RIO FRIO LN HOUSTON 77624 Texas;
2. I am familiar with the land that is the subject of this Affidavit because LOOKING AT PROPERTY
3. I have personal knowledge that Pedernales Electric Cooperative, Inc. (PEC) has occupied a 4.007 acre tract of land, more or less, situated in the MILTON HICKS SURVEY, ABSTRACT NO. 287, Williamson County, Texas, being a portion of that certain tract of land described in Deed to Franklin L. King and wife, Barbara J. King recorded in Volume 2142, Page 722, Official Records, Williamson County, Texas. Said 4.007 acre tract being more particularly described in Document No. 2019092211, Official Records, Williamson County, Texas. for a period of 10 years.
4. PEC has occupied the land by the placement of electric poles and lines, and said facilities have been present continuously during the period of the Utility's occupation.

Further affiant sayeth not."

Signature

Acknowledgement

State of Texas
County of Williamson

This instrument was acknowledged before me on March 06, 2025 by LEE SPARROW

.

DANIEL LEE REAUME, II
Notary Public, State of Texas
Comm. Expires 09-15-2028
Notary ID 132677539

Notary Public's Signature

Sairam Ventures LLC
PARCEL 204
LTSI TRACT 24B
Loc. #102, #103

Form ROW-U-1A
Rev. 3/2004
Replaces Form D-15-U1
GSD-EPC

AFFIDAVIT
(for Utility Owner)

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

County: WILLIAMSON
Project CSJ No.: 0914-05-222
Highway Name/No: 2243 / HERO WAY

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared VANCE HOY of the Pedernales Electric Cooperative Inc. (PEC), who after being by me duly sworn upon his/her oath deposes and says as follows:

"I, VANCE HOY am over the age of 18 years and am fully competent to testify to the matters set forth in this Affidavit. I have personal knowledge of all facts and swear that such facts are true and correct.

1. Being a 4.007 acre tract of land, more or less, situated in the MILTON HICKS SURVEY, ABSTRACT NO. 287, Williamson County, Texas, being a portion of that certain tract of land described in Deed to Franklin L. King and wife Barbara J. King recorded in Volume 2142, Page 722, Official Records, Williamson County, Texas. Said 4.007 acre tract being more particularly described in Document No. 2109092211 Official Records, Williamson County, Texas;
   [legal description of land]

2. Based on a site observation, I confirm PEC Utility power line facilities are located on the said tract of land;

3. PEC Pole ownership tags; are present on poles found on said tract of land

4. PEC facility maps / records show power line facilities on said tract of land

5. Utilities were installed before 2004;

Further affiant sayeth not."

Signature

PLANNING PLANNAGER
Title

Pedernales Electric Cooperative Inc.
Company

Corporate Acknowledgment

State of Texas
County of Williamson

This instrument was acknowledged before me on March 6, 2025 by Vance Hoy,

Planning Manager of Pedernales Electric Cooperative Inc., a Texas cooperative, on behalf of said cooperative.

DANIEL LEE REAUME, II
Notary Public, State of Texas
Comm. Expires 09-15-2028
Notary ID 132677539

Notary Public's Signature

MOORE
PARCEL 205P1
LTSI TRACT 24
Loc. #105

ROY KUCHERA & ALICE KUCHERA
PARCEL 206P1

WILLLIAMSON CO

OFFICIAL PUBLIC RECORDS

DOCUMENT NUMBER 9339247

WAS ASSIGNED TO A SUBDIVISION AND

CAN BE FOUND IN THE PLAT RECORDS

IN CABINET K SLIDE(S) 297

Unofficial Document

1 Geneva Lee Keith
RR 4, Box 78
Georgetown, Texas 78628-9630
8.5 Acres

2 Michael J. Bushkuhl
104 Ramblewood Circle
Longview, Tx 75601-3045
8.020 Acres

3 Robert R. Miller
RR 4 Box 75
Georgetown, Texas 78628-9630
14.49 Acres

4 Mrs. Phil Keith
Rt 4 Box 78
Georgetown, Texas 78628
1 Acres

5 Oliver Howland
Barbara J. & Franklin L. King
3805 Northview Avenue
Las Cruces, NM 88005-4718

6 Larry Frusenhahn
P O Box 859
Leander, Texas 78759-0859
17.696 Acres

7 Ralph Daugherty
100 Congress Suite 1400
Austin, Texas 78701

8 Doris Pyle
RR 13 Box 965
Leander, Tx 78641-9509

9 Jack Carmody
Rt 13 Box 957B
Leander, Texas 78641

10 RJW-JRC Joint Venture
P O Box 32
Cedar Park, Tx 78613

LEGEND:
● = 1/2" REBAR FOUND
○ = 1/2" REBAR SET
■ = CONCRETE MONUMENT FOUND
□ = CONCRETE MONUMENT SET
CITY OF LEANDER EXTRA-TORITORIAL JURISDICTION
[1] = Property Owners Address (See Table)

Curve #	Radius	Delta	Length	Tangent	Chord/Brg
C1	1105.91'	36°13'10"	699.10'	361.67'	687.52' N56-11-06.0E
C2	1105.91'	30°09'22"	582.06'	297.94'	575.37' N53-09-12.0E
C3	1105.91'	6°03'48"	117.03'	58.57'	116.98' S71-15-47 W
C4	20.00'	90°00'00"	31.42'	20.00'	28.28' S26-03-06.2W
C5	20.00'	90°00'00"	31.42'	20.00'	28.28' S63-56-53.8E
C6	25.00'	49°40'47"	21.68'	11.57'	21.00' S 24°12'43"W
C7	60.00'	47°23'34"	49.63'	26.33'	48.23' S 88°04'06 W
C8	60.00'	59°36'07"	62.41'	34.36'	59.64' N81-26-03.2W
C9	60.00'	47°07'03"	49.34'	26.16'	47.96' N28-04-26.3W
C10	60.00'	62°37'25"	65.58'	36.50'	62.36' S26-47-45.9W
C11	60.00'	62°37'25"	65.58'	36.50'	62.36' N89°25 R" E
C12	25.00'	49°40'47"	21.68'	11.57'	21.00' N84°06'30"W

Cabinet K, Slide 297

HIGHMEADOW ESTATES PHASE ONE

METES AND BOUNDS DESCRIPTION

ALL THAT CERTAIN PARCEL OR TRACT OF LAND BEING A PORTION OF THAT CERTAIN 150.96 ACRE TRACT OF LAND OUT OF THE MILTON HICKS SURVEY, ABSTRACT NO. 298 IN WILLIAMSON COUNTY, TEXAS, AS DESCRIBED IN SUBSTITUTE TRUSTEE'S DEED RECORDED IN VOLUME 2012, PAGE 175 OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the north r.o.w. line of FM 2243 with the intersection of the east r.o.w. line of County Road 268 for the southwest corner and PLACE OF BEGINNING hereof;

THENCE with the east r.o.w. line of Country Road 268, N 18° 56' 54" W 3147.94 feet to a concrete monument set at the northwest corner of the above described 150.96 acres for the northwest corner hereof; from which point the approximate north west corner of the Milton Hicks Survey, Abstract No. 298 bears N 21° W 728 feet,

THENCE with the north line of the above described tract of land, N 70° 56' 11" E 1557.45 feet to a concrete monument set in a drainage swale for the northeast corner hereof;

THENCE along the centerline of said drainage swale the following twenty-two (22) courses:

S 02° 31' 59" E 314.53 feet to a 1/2" rebar set for an angle point;

S 44° 57' 50" W 188.84 feet to a 1/2" rebar set for an angle point;

S 05° 33' 44" W 120.18 feet to a 1/2" rebar set for an angle point;

S 23° 00' 10" E 156.65 feet to a 1/2" rebar set for an angle point;

S 10° 35' 27" W 126.48 feet to a 1/2" rebar set for an angle point;

S 09° 55' 02" E 146.67 feet to a 1/2" rebar set for an angle point;

S 31° 02' 57" W 127.76 feet to a 1/2" rebar set for an angle point;

S 11° 59' 08" W 216.68 feet to a concrete monument set for an angle point;

S 38° 59' 14" W 314.73 feet to a 1/2" rebar set for an angle point;

S 69° 12' 53" W 206.50 feet to a 1/2" rebar set for an angle pont;

S 06° 51' 02" W 218.05 feet to a 1/2" rebar set for an angle point;
S 19° 04' 29" E 86.51 feet to a 1/2" rebar set for an angle point;

S 20° 18' 34" E 412.62 feet to a 1/2" rebar set for an angle point;

S 18° 32' 08" E 108.50 feet to a concrete monument set for an angle point;

S 05° 36' 59" W 69.42 feet to a 1/2" rebar set for an angle point;

S 23° 11' 50" E 183.80 feet to a 1/2" rebar set for an angle point;

S 43° 42' 18" E 42.41 feet to a 1/2" rebar set for an angle point;

S 19° 02' 50" E 149.14 feet to a 1/2" rebar set for an angle point;

S 16° 37' 15" E 109.06 feet to a 1/2" rebar set for an angle point;

S 21° 25' 37" E 143.73 feet to a 1/2" rebar set for an angle point;

S 49° 25' 41" E 123.06 feet to a 1/2" rebar set for an angle point;

S 29° 57' 54" E 251.69 feet to a 1/2" rebar set in the curving north r.o.w. line of FM 2243 for the southeast corner hereof;

THENCE with the curving north r.o.w. line of FM 2243, along a curve to the right, whose central angle is 36° 13' 10", radius is 1105.91 feet, and whose sub-chord bears S 71° 15' 47" W 116.98 feet to a concrete highway r.o.w. monument found at a point of tangency hereof;

THENCE continuing with the northerly r.o.w. line of FM 2243, S 74° 18' 06" W 270.09 feet to a 1/2" rebar set for an angle point hereof;

THENCE continuing with the northerly r.o.w. line of FM 2243, S 71° 10' 41" W 128.35 feet to the PLACE OF BEGINNING and containing 54.820 acres of land, more or less.

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

I, Ralph W. Harris, a Registered Professional Land Surveyor, authorized under the laws of the State of Texas to practice the profession of surveying, do hereby certify that this plat complies with the surveying related portion of the City of Leander Subdivision Ordinance, and is true and correct to the best of my knowledge and was prepared from a survey made on the ground under my direction and supervision.

TO CERTIFY WHICH, WITNESS my hand and seal at Austin, Travis County, Texas, this the 30th day of June, 1992, A.D.

Ralph W. Harris, R.P.L.S. No. 1729
Ralph Harris Surveyor Inc.
1406 Hether
Austin, Texas 78704

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS:

That Ralph H. Daugherty, Trustee, owner of that certain 54.820 acre tract of land out of the Milton Hicks Survey, Abstract No. 298, Williamson County, Texas, being a portion of that 150.96 acre tract of land as conveyed by deed recorded in Volume 2012, Page 175, of the Deed Records of Williamson County, Texas, do hereby subdivide the said 54.820 acres of land as shown hereon, subject to any easement or restrictions heretofore granted and do hereby dedicate to the public the streets and easements shown hereon, to be known as HIGHMEADOW ESTATES PHASE ONE.

Witness the hand of Ralph H. Daugherty, Trustee, this 1 day of July, 1992, A.D.

Ralph H. Daugherty, Trustee
100 Congress Suite 1400
Austin, Texas 78701
512-322-8000

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS:

That before me, the undersigned authority on this day personally appeared Ralph H. Daugherty, acting in the capacity herein stated, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 1 day of July, 1992 A.D.

MARGIE HARRIS
NOTARY PUBLIC STATE OF TEXAS
MY COMMISSION EXPIRES
JANUARY 28, 1993

Signature
Printed Name: Margie Harris
Notary Public in and for the State of Texas
Commission Expires: 1-28-93

STATE OF TEXAS §
COUNTY OF WILIAMSON §

I, John C. Doerfler, County Judge of Williamson, County, Texas, do hereby certify that this plat, with written field notes shown hereon, and the surveyors certificate appearing hereon, that the plat of Highmeadow Estates Phase One, having been duly presented to the Commissioners Court of Williamson County, Texas, and by said court duly considered, were this day approved, and said plat is authorized to be registered and recorded in the Property Records of the County Clerk of Williamson County, Texas.

September 8, 1992
Date

John C. Doerfler, County Judge
Williamson County, Texas

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

I, Elaine Bizzell, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with it's certificate of authentication was filed for record in my office on the 23 day of September, 1992, A.D., at 4:00 o'clock P.M., and duly recorded this the 23rd day of September, 1992, A.D. at 4:05 o'clock P.M. in the Plat Records of said County, in Cabinet K, Slide 297-299.

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.

[redacted], Clerk, County Court, Williamson County, Texas

By: Belinda Wallace
Deputy

COUNTY COURT OF WILLIAMSON COUNTY, TEXAS

Approved for the U. S. Postal Service this the 8 day Sept, 1992, A.D.

[redacted], Postmaster
City of Georgetown, Texas

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

I, Frederick A. Jay, a Registered Professional Engineer, do hereby certify that this subdivision is not in the Edwards Aquifer Recharge Zone and is not within Zone A, a 100-year flood plain as defined by the Federal Emergency Management Agency Flood Insurance Rate Map for Williamson County, Texas and Incorporated Areas, Community-Panel Number 48491C0216 C, effective date September 27, 1991.

However, no drainage study has been performed by the undersigned on this property to determine the accuracy of the above-referenced Flood Insurance Rate Map.

TO CERTIFY WHICH, WITNESS my hand and seal this the 2nd day of July, 1992, A.D.

Frederick A. Jay, P.E.
Registered Professional Engineer No. 41185
Jay Engineering Company, Inc.
P O Box 10998-503
Austin, Texas 78766

STATE OF TEXAS
FREDERICK A. JAY
41185
REGISTERED
PROFESSIONAL ENGINEER

Cabinet K Slide 298

Cabinet K Slide 298

HIGHMEADOW ESTATES PHASE ONE

In approving this plat by the Commissioners Court of Williamson County, Texas, it is understood that the building of all streets, roads, and other public thoroughfares and any bridges or culverts necessary to be constructed or placed in such streets, roads or other public thoroughfares as shown on this plat, or in connection therewith, shall be the responsibility of the owner and/or developer of the tract of land covered by this plat in accordance with plans and specifications prescribed by the Commissioners Court of Williamson County, Texas, and said Court assumes no obligation to build the streets, roads or other public thoroughfares shown on this plat, or of constructing any bridges or culverts in connection therewith. It is further understood that upon completion of the aforesaid obligations of the developer and 60% occupancy of the lots along the roadways and streets has been achieved, and all driveway drainpipes have been installed, on written permission from the County Commissioner, the Commissioners Court assumes full responsiblity for maintenance of said streets.

KNOW ALL MEN BY THESE PRESENTS:

That, Ralph H. Daugherty, Trustee, Owner of the hereon described subdivision to be known as HIGHMEADOW ESTATES PHASE ONE, is herby authorized to file for record in the Office of the County Clerk of Williamson County, Texas, this plat of said subdivision attached hereto, and that the County Clerk of Williamson County, is hereby authorized to file for record said plat of land.

ADOPTED AND APPROVED THIS THE 19 DAY OF August, 1992, A.D.

Don Roberts, Chairman
Planning and Zoning Commission, Leander, Texas

ATTEST: Phyllis Neves
Phyllis Neves, Secretary
Planning and Zoning Commission, Leander, Texas

WILLIAMSON COUNTY HEALTH DISTRICT

1. No structure or land on this plat shall hereafter be located or altered without first submitting a CERTIFICATE OF COMPLIANCE Application form to the Williamson County Flood Plain Administrator.
2. This tract is not located within the Edward's Aquifer Recharge Zone.

Based upon the above representations of the engineer or surveyor whose seal is affixed hereto, and after a review of the plat as represented by the said engineer or surveyor, I find that this plat complies with the requirements of Edward's Aquifer Regulations for Williamson County, The Williamson County Flood Plain Regulations and Williamson County On-site Sewage Facility Regulations. This certification is made solely upon such representations and should not be relied upon for verification of the facts alleged. The Williamson County Health District 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.

Director of Environmental Services

8/27/92
Date

NOTES:

1. TOTAL ACREAGE = 54.82 ACRES
2. TOTAL LOTS = 10
3. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY THE CITY OF LEANDER, TEXAS.
4. EACH LOT ON THIS SUBDIVISION IS APPROVED FOR ONE SINGLE FAMILY DWELLING ONLY, SERVED BY AN APPROVED PRIVATE ON-SITE WASTEWATER DISPOSAL SYSTEM.
5. BUILDINGS MUST BE SETBACK 50 FEET FROM ALL FRONT AND SIDE LOT LINES.
6. THERE IS HEREBY DEDICATED A 10 FOOT WIDE EASEMENT ON EACH SIDE OF ALL REAR LOT LINES AND A 7 FOOT WIDE EASEMENT ON EACH SIDE OF ALL SIDE LOT LINES.
7. NO BUILDING, ON-SITE SEWAGE FACILITY, OR OTHER STRUCTURE SHALL BE CONSTRUCTED WITHIN 100 FEET OF THE REAR LOT LINES OF LOTS 3, 4, 5, 7, 8, 9, AND 10, OR WITHIN 50 FEET OF THE REAR LOT LINES OF LOTS 1, 2, AND 6.
8. NO LOT WITHIN THIS SUBDIVISION IS ENCROACHED BY ANY AREA WHICH IS SUBJECT TO 1% CHANCE OF FLOODING DURING ANY GIVEN YEAR.

ROADWAY WIDENING EASEMENT

There is hereby dedicated a 15-Ft. roadway right-of-way widening easement along the Eastern right-of-way line of existing County Road 268, said line being also the Western boundary of Lots 1, 2, 6, 7, 8, 9 and 10, for the purpose of implementing any future roadway and/or drainage improvements.

Cabinet K Slide 299

Cabinet K Slide 299

United Bear Creek Storage, LP
PARCEL 221

57-20-22-89-00

ELECTRIC UTILITY EASEMENT

THE STATE OF TEXAS

COUNTY OF Williamson KNOW ALL MEN BY THESE PRESENTS:

THAT Altaf Wadiwalla and

of Travis County, Texas, for and in consideration of ONE DOLLAR ($1.00) to me (us) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas (hereinafter called the "Cooperative"), have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Cooperative, an easement and right-of-way as hereinafter described for an electric transmission and/or distribution line, consisting of variable number of wires, and all necessary or desirable appurtenances (including towers, H-frames or poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), over, across and upon the following described lands located in Williamson County, Texas, to-wit:

Being tract 6, High Meadow Est, Phase One. recorded in Cabinet K, Slide 297-299 of the Williamson County deed records.

CP 94W-502-A

Location of the right-of-way hereby conveyed is shown on plat attached hereto marked Exhibit A and included herein by reference.

Together with the right of ingress and egress over my (our) adjacent lands to or from said right of way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto the said Cooperative, it's successors and assigns, until said line shall be abandoned.

And I (we) do hereby bind myself (ourselves), my (our) heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Cooperative, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my hand(s) this 24th day of October 19 94

Altaf Wadiwalla

---NOTARIZE ON BACK---

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____, of the
(Name) (Title)
_____, known to me to be the person
(Organization)
whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of the _____,
(Organization)
as _____, thereof, and for the purposes
(Title)
and consideration therein expressed.

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

_____
Notary Public in and for

_____, County, Texas

THE STATE OF TEXAS

COUNTY OF Williamson

BEFORE ME, the undersigned authority, on this day personally appeared
Altaf Wadiwalla, known to me to be the person
whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of October, 1994

_____
Notary Public in and for

Williamson, County, Texas

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared
_____, known to me to be the person
whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

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

_____
Notary Public in and for

_____, County, Texas

KUCHERA - PARCEL 206P3
LCRA - PARCEL 200
LTSI TRACT 26 & 27
Loc.'s #112, 115, #116, #118, #119, #120, #124

Form 21 P
REV. 1/68

THE STATE OF TEXAS
County of Burnet - } KNOW ALL MEN BY THESE PRESENTS:

That the undersigned M. Leo Naumann

for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the PEDERNALES ELECTRIC COOPERATIVE, INC., a corporation, whose postoffice address is JOHNSON CITY, TEXAS, and its successors or assigns, and authorized users of its easement facilities, the right to enter upon the lands of the undersigned, situated in the County of Williamson, State of Texas, and more particularly described as follows:

A tract of land located approximately 2½ miles N E. (Show direction above) from the town of Georgetown, and bounded

on the north by land owned by: Harold Parker -;

on the south by land owned by: F.M. Road - 2243 -;

on the east by land owned by: " " " ;

and on the west by land owned by: Co. Road -;

and to place, construct, operate, repair, maintain, rebuild, relocate and replace thereon and in or upon all streets, roads, or highways abutting said lands an electric and/or telephone transmission or distribution line or system, including the right to install in the future such additional poles, guys, anchors, conductors and line appurtenances as may be necessary or desirable in the Cooperative's operations, and to cut and trim at any time trees and shrubbery to the extent deemed desirable by Cooperative to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling;

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, rebuilding, relocating, replacing and removing said lines and appurtenances.

In granting this easement, it is understood that the location of the poles will be such as to form the least possible interference to farm operations, so long as costs of construction are not materially increased thereby.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

_____

_____

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 19th day of August, 1969.

Sealed and delivered
in the presence of:

M Leo Naumann L.S.

_____ L.S.
(Witness)

Naumann Seattle Rep

Naumann, M Leo

FILE Only -
no application

THE STATE OF TEXAS,
County of Burnet

BEFORE ME, C.R. Linroth, a Notary Public in and for Burnet County, Texas, on this day personally appeared M Lee Mommonn

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12th day of Aug. A. D. 1969

C R Linroth

Notary Public Burnet County, Texas.

THE STATE OF TEXAS,
County of

BEFORE ME, _____, a Notary Public in and for _____ County, Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and, after being duely sworn by me stated on oath that he saw _____, the grantor, subscribe the same and that he had signed the same as a witness at the request of the grantor.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ 19____

_____

Notary Public _____ County, Texas

THE STATE OF TEXAS,
County of

BEFORE ME, _____, a Notary Public in and for _____ County, Texas, on this day personally appeared _____ wife of _____, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ A. D. 19____

_____

Notary Public _____ County, Texas.

THE STATE OF TEXAS,
County of

BEFORE ME, _____, a Notary Public in and for _____ County, Texas, on this day personally appeared _____ President of _____ of the County and State aforesaid, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of _____ and as the President thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ A. D. _____

_____

Notary Public _____ County, Texas.

Attachment G

Eligible Replacement Easement Identification Exhibit

Parcel	WCAD	OWNER	Acreage (acres)
329	R44965O	Charles Todd & Terry Lynn Hoskins	0.21
331	R031619	Charles and Patricia Hoskins	0.01
332	R555255	Brian & Charity Olsen	0.21
334	R5552O5	Amy & Brian Gregory Bradley	0.23
337	R098025	Heroway 15 LLC	0.28
338	R432300	Zoomers Investment Group LLC	0.16
339P1	R098017	TDW Development LLC	0.07

CobbFendley
Texas Registration No. 274
9600 N. Mopac Expressway, Suite 800
Austin, Texas 78759
512.834.9798 | fax 512.834.9553 | www.cobbfendley.com

RM 2243 HERO WAY
PROPOSED PEC EASEMENTS
NORTHERN SIDE (REV)

DATE: 11/4/2024

10/31/2024
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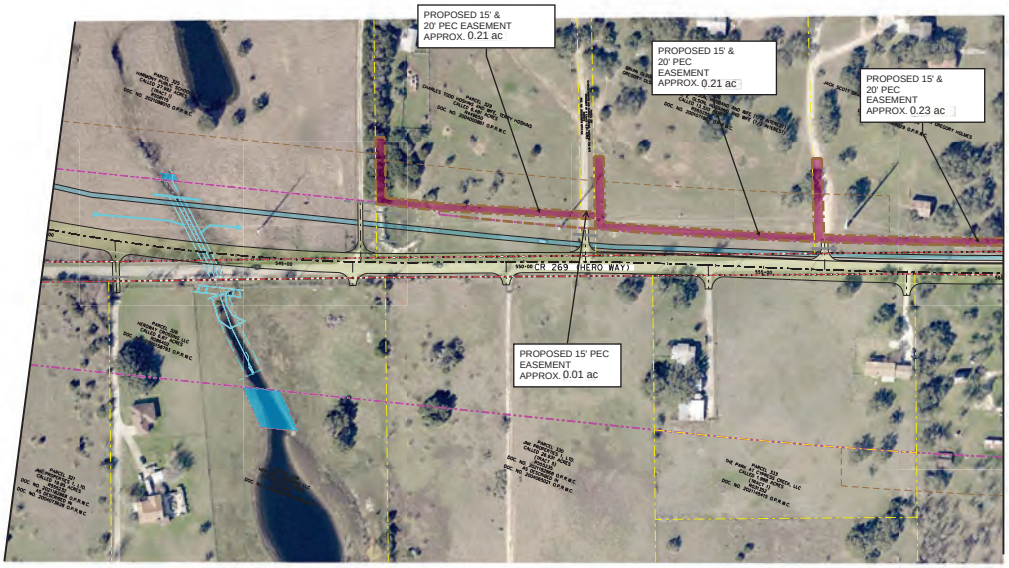

LEGEND

- PROPOSED ROW
- EXISTING ROW
- PROPOSED ROADWAY
- PROPERTY LINES
- PROPOSED DRAINAGE
- LCRA EASEMENT
- INTERIM CONSTRUCTION
- SIDEWALK CONSTRUCTION
- PROPOSED PEC EASEMENT
- DRAINAGE EASEMENT

CobbFendley
Texas Registration No. 274
9600 N. Mopac Expressway, Suite 800
Austin, Texas 78759
512.834.9798 | fax 512.834.9553 | www.cobbfendley.com

RM 2243 HERO WAY
PROPOSED PEC EASEMENTS
NORTHERN SIDE (REV)

0 100' 200'
SCALE: 1"=200'

DATE: 11/4/2024

SHEET: 2 OF 3

11/4/2024
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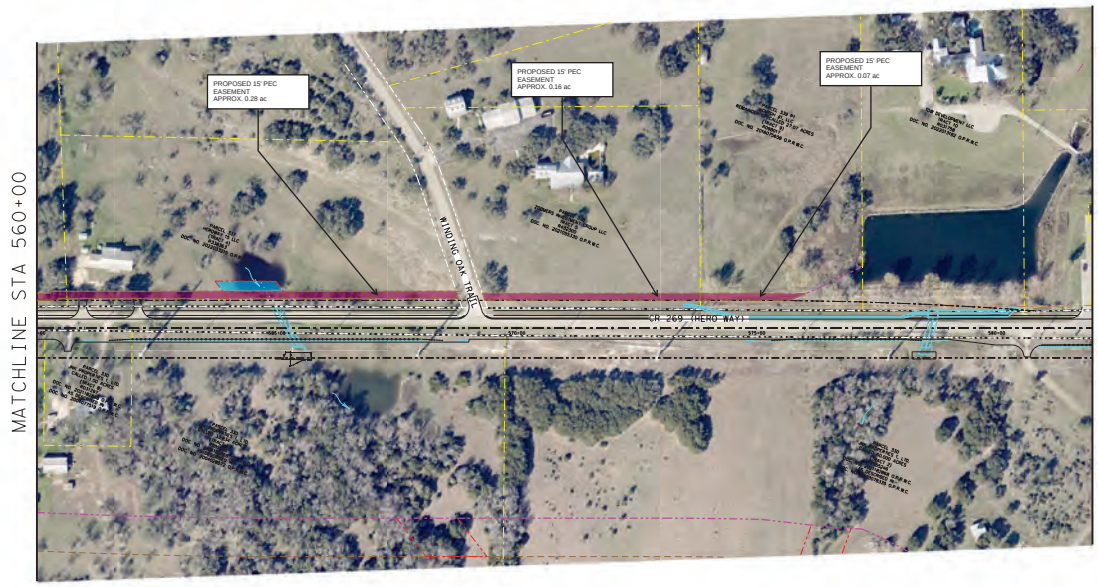

LEGEND

- PROPOSED ROW
- EXISTING ROW
- PROPOSED ROADWAY
- PROPERTY LINES
- PROPOSED DRAINAGE
- LCRA EASEMENT
- INTERIM CONSTRUCTION
- PROPOSED PEC EASEMENT LCRA LONO
- PROPOSED PEC EASEMENT
- DRAINAGE EASEMENT

PROPOSED UTILTIES (**BY OTHERS):

- PEC OH
- PEC UG
- EXISTING TO REMAIN
- ABANDON

CobbFendley
Texas Registration No. 274
505 East Huntland Drive, Suite 100
Austin, Texas 78752
512.834.9798 | fax 512.832.7727 | www.cobbfendley.com

RM 2243
PROPOSED PEC EASEMENTS

0 100' 200'
SCALE: 1"=200'

DATE: 11/15/2024

SHEET: 2 OF 2

11/15/2024
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Parcel	WCAD	OWNER	Acreage (acres)
321	R555232	Vivek Mahendru MD	0.03
326	R086402 & R031316	Heroway Crossing LLC	0.20
330	R555235	JNK Properrties 1 LTD	0.19
333	R031352	The Park at Cypress Creek, LLX	0.14

CobbFendley
Texas Registration No. 274
9600 N. Mopac Expressway, Suite 800
Austin, Texas 78759
512.834.9798 | fax 512.834.9553 | www.cobbfendley.com

RM 2243 HERO WAY
PROPOSED PEC EASEMENTS
SOUTHERN SIDE (REV)

DATE: 10/31/2024

SHEET: 1 OF 2

10/31/2024
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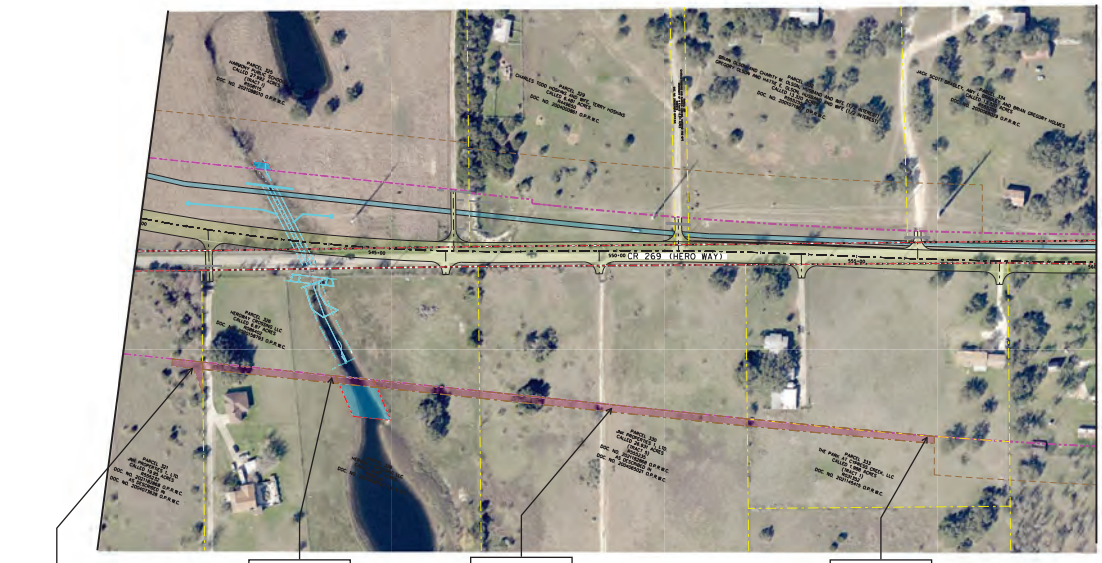

LEGEND

- PROPOSED ROW
- EXISTING ROW
- PROPOSED ROADWAY
- PROPERTY LINES
- PROPOSED DRAINAGE
- LCRA EASEMENT
- INTERIM CONSTRUCTION
- SIDEWALK CONSTRUCTION
- PROPOSED PEC EASEMENT
- DRAINAGE EASEMENT

PROPOSED UTILTIES (**BY OTHERS):

- PEC OH
- PEC UG
- EXISTING TO REMAIN
- ABANDON

CobbFendley
Texas Registration No. 274
505 East Huntland Drive, Suite 100
Austin, Texas 78752
512.834.9798 | fax 512.832.7727 | www.cobbfendley.com

RM 2243 HERO WAY
PROPOSED PEC EASEMENTS
SOUTHERN SIDE (REV)

0 100' 200'
SCALE: 1" = 200'

DATE: 11/15/2024

SHEET: 1 OF 1

11/15/2024
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Attachment H

Eligible Replacement Easement Form

AGREEMENT FOR THE ACQUISITION OF REPLACEMENT ELECTRIC EASEMENTS, ACKNOWLEDGEMENT OF PRIOR RIGHTS OR JOINT USE LOCATIONS, AND USE OF THE POWER OF EMINENT DOMAIN BY WILLIAMSON COUNTY FOR PORTIONS OF THE PROPOSED RM 2243 (HERO WAY) CONSTRUCTION PROJECT

This Agreement for the Acquisition of Replacement Electric Easements and Use of the Power of Eminent Domain (the "Agreement") is entered into by and between Williamson County, Texas (the "County") and Pedernales Electric Cooperative, Inc. (the "Utility") as of _____, 2024.

WHEREAS, the County is and has been in the process of designing improvements to and realignment of portions of RM 2243/Hero Way from US 183A to 910 Feet West of Escalera Parkway, the approximate location and alignment being shown on Exhibit "A", attached hereto (the "County Project"); and

WHEREAS, the County desires to specify its procedures for completing acquisition of the public or private real property ("Property") required for construction of the County Project which will necessitate the adjustment, replacement, removal, and/or relocation of certain facilities of Utility ("Relocation Project"). **NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS CONTAINED HEREIN, THE COUNTY AND UTILITY HEREBY AGREE AS FOLLOWS:**

Section 1. Replacement Easement Acquisition. The County acknowledges that the County Project affects the location of existing electric utility facilities of the Utility. The County agrees to acquire at its own expense all necessary Property required for the Relocation Project, the locations of which are as shown in the final Utility plans and/or parcel identification exhibit as identified on Exhibit "B" hereto and are approved by County for acquisition.

Section 2. To the extent that the County is unable to obtain all necessary Property for its County Project by voluntary purchase, the County may obtain such necessary Property including replacement easements for the Relocation Project by use of the County's power of eminent domain in the County's name as Condemnor, if necessary, without further action by the Utility. The Utility

acknowledges that County may exercise its power of eminent domain in accordance with state law in connection with the County Project and the Relocation Project to the extent that it is unable to purchase such Property.

Section 3. The form of the replacement easements for the Property shall be as shown in Exhibit "C" attached hereto, subject to any modifications or revisions approved by Utility. Any completed replacement easements not otherwise acquired in the name of the Utility shall be assigned by the County to the Utility prior to the Utility commencing the construction of the Relocation Project for any such phase.

Section 4. It is the intent of the County and Utility that this Agreement acknowledges the County's use of its power of condemnation, if necessary, for all property interests required to complete the construction and maintenance of the County Project, the Relocation Project and the County's associated public purposes. If it is later determined that there are any errors in the descriptions contained herein, or if later surveys contain more accurate revised descriptions, the County is authorized to have such errors corrected or revisions made without the necessity of obtaining a new or amended agreement consenting to the use of the power of eminent domain by the County to acquire the Property.

Section 5. The recitations of provisions set forth in the preamble of this Agreement are adopted and made a part of the body of this Agreement. This Agreement is subject to the terms and shall be incorporated into and become a part of, any subsequent Standard Utility Agreement which may be entered into by the parties concerning the County Project and/or the Relocation Project upon agreement of the parties.

Section 6. General provisions pertaining to the Agreement:

6.1 Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto, and supersedes all prior or contemporaneous written or oral communications or agreements between Utility and County, regarding the subject matter hereof.

6.2 **Amendment**. This Agreement may only be amended by written agreement between Utility and County.

6.3 **Interpretation**; **Counterparts**. Each party has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Titles and headings to Articles and Sections are inserted for convenience of reference only and are not intended to affect the interpretation or construction. There are no understandings or representations with respect to the subject matter hereof, express or implied, that are not stated herein. This Agreement may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective for all purposes hereunder to the same extent as original signatures.

6.4 **Governing Law**. This Agreement shall be governed, interpreted and enforced under the laws of the State of Texas, without regard to its conflict of law principles.

6.5 **Waivers**. No failure or delay by any party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

6.6 **Survival**. Termination or expiration of this Agreement shall not relieve, reduce, or impair any rights or obligations of a party which expressly or by implication survive termination or expiration of this Agreement.

6.7 **Assignment and Delegation.** No party may assign any of its rights under this Agreement voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner. No party may delegate any performance under this Agreement. Any purported assignment of rights or delegation of performance in violation of this paragraph is invalid and void.

6.8 **Severability**. If any term or provision of this Agreement is determined to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement shall, to the extent reasonable and practicable, continue in full force and effect.

[Remainder of page intentionally left blank]

EXECUTED TO BE EFFECTIVE this 25 day of August, 2024.

UTILITY:

PEDERNALES ELECTRIC COOPERATIVE, INC.

By: _____

Name: Vance Hoy

Title: Planning Manager

Date: 8-25-2025

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____
Steven Snell, County Judge

Date: _____

EXHIBIT "A"

County Project alignment exhibit follows this page

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	INDEX OF SHEETS

WILLIAMSON COUNTY

PLANS OF PROPOSED
COUNTY ROADWAY IMPROVEMENT
RM 2243
PRECINCT NUMBER 2

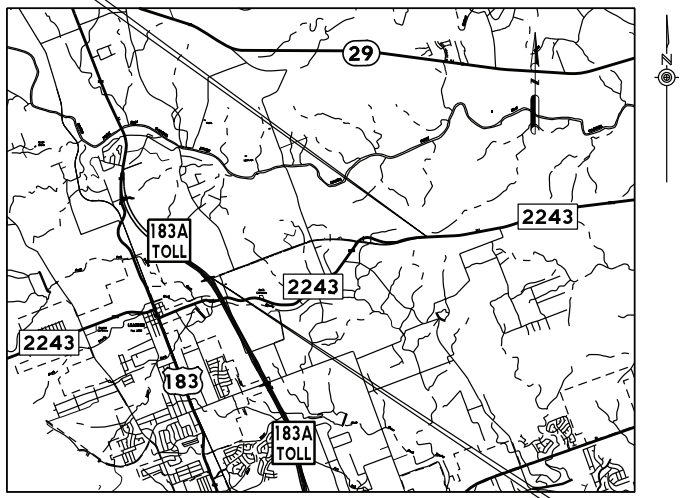
NET LENGTH OF ROADWAY = 17,993.58 FT (3.408 MILES)
NET LENGTH OF BRIDGE = 000.00 FT (0.000 MILES)
NET LENGTH OF PROJECT = 17,993.58 FT (3.408 MILES)

RM 2243
DESIGN SPEED: 45 MPH (BEGIN PROJECT TO STA 514+00)
60 MPH (STA 514+00 TO END PROJECT)
ADT = 14,990 (YR 2020)
PROJECTED ADT = 44,600 (YR 2040)
ROAD CLASSIFICATION = SUBURBAN ARTERIAL

LIMITS: FROM US 183A TO 910 FT WEST OF ESCALERA PKWY

FOR THE CONSTRUCTION OF ROADWAY
CONSISTING OF GRADING, BASE, HMAC SURFACING,
EROSION CONTROL, AND BRIDGE STRUCTURES

END PROJECT
STA 680+20.00



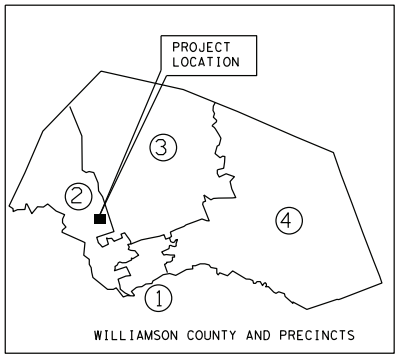
BEGIN PROJECT
STA 500+26.42

VICINITY MAP
NOT TO SCALE
©2024 BY WILLIAMSON COUNTY, TEXAS
ALL RIGHTS RESERVED

WILLIAMSON COUNTY
1848
2019 Williamson County, Texas
All rights reserved.

REGISTERED ACCESSIBILITY SPECIALIST (RAS) INSPECTION NOT REQUIRED

REQUIRED SIGNS SHALL BE PLACED IN ACCORDANCE WITH STANDARD SHEETS BC(1)-21 THRU BC(12)-21 AND THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.



WILLIAMSON COUNTY AND PRECINCTS

TxDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS AND BRIDGES ADOPTED ON NOVEMBER 1, 2014 AND ALL APPLICABLE SPECIAL PROVISIONS AND SPECIAL SPECIFICATIONS AS INDICATED IN THE BID DOCUMENTS SHALL GOVERN ON THIS PROJECT.

BGE, Inc.
101 Louis Henna Blvd., Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPE Registration No. F-1046
Copyright 2024

PREPARED BY:
BGE, INC.

ELENA RAMON, P.E. — PROJECT MANAGER — 2/8/2024 — DATE

EXCEPTIONS: NONE
EQUATIONS: NONE
RAILROAD CROSSINGS: NONE
WATERSHED: SAN GABRIEL
AREA OF DISTURBANCE: XX.X ACRES

2/8/2024

APPROVED BY:
CITY OF LEANDER

_____ DATE

APPROVED BY:
WILLIAMSON COUNTY

BILL GRAVELL, JR. — WILLIAMSON COUNTY JUDGE — DATE

APPROVED BY:
WILLIAMSON COUNTY

CYNTHIA LONG — WILLIAMSON COUNTY COMMISSIONER, PRECINCT 2 — DATE

APPROVED BY:
HNTB CORPORATION

ROAD BOND MANAGEMENT TEAM — RICHARD L RIDINGS, PE — DATE

WILCO 000068

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EXHIBIT "B"

Replacement easement Property parcel location exhibit follows this page

Parcel	WCAD	OWNER	Acreage (acres)
329	R44965O	Charles Todd & Terry Lynn Hoskins	0.21
331	R031619	Charles and Patricia Hoskins	0.01
332	R555255	Brian & Charity Olsen	0.21
334	R5552O5	Amy & Brian Gregory Bradley	0.23
337	R098025	Heroway 15 LLC	0.28
338	R432300	Zoomers Investment Group LLC	0.16
339P1	R098017	TDW Development LLC	0.07

CobbFendley
Texas Registration No. 274
9600 N. Mopac Expressway, Suite 800
Austin, Texas 78759
512.834.9798 | fax 512.834.9553 | www.cobbfendley.com

RM 2243 HERO WAY
PROPOSED PEC EASEMENTS
NORTHERN SIDE (REV)

DATE: 11/4/2024

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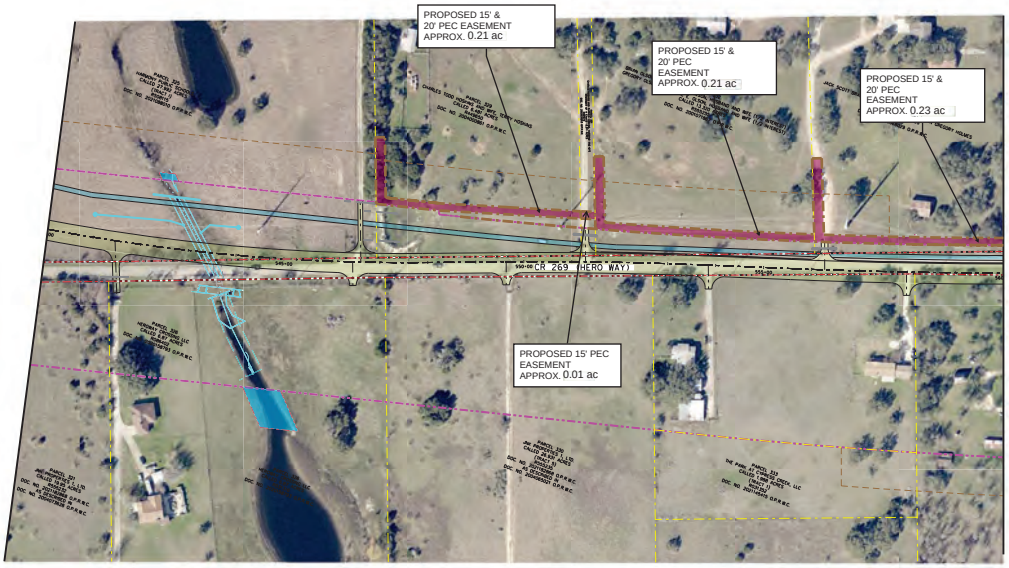

LEGEND

- PROPOSED ROW
- EXISTING ROW
- PROPOSED ROADWAY
- PROPERTY LINES
- PROPOSED DRAINAGE
- LCRA EASEMENT
- INTERIM CONSTRUCTION
- SIDEWALK CONSTRUCTION
- PROPOSED PEC EASEMENT
- DRAINAGE EASEMENT

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9600 N. Mopac Expressway, Suite 800
Austin, Texas 78759
512.834.9798 | fax 512.834.9553 | www.cobbfendley.com

RM 2243 HERO WAY
PROPOSED PEC EASEMENTS
NORTHERN SIDE (REV)

0 100' 200'
SCALE: 1"=200'

DATE: 11/4/2024

SHEET: 2 OF 3

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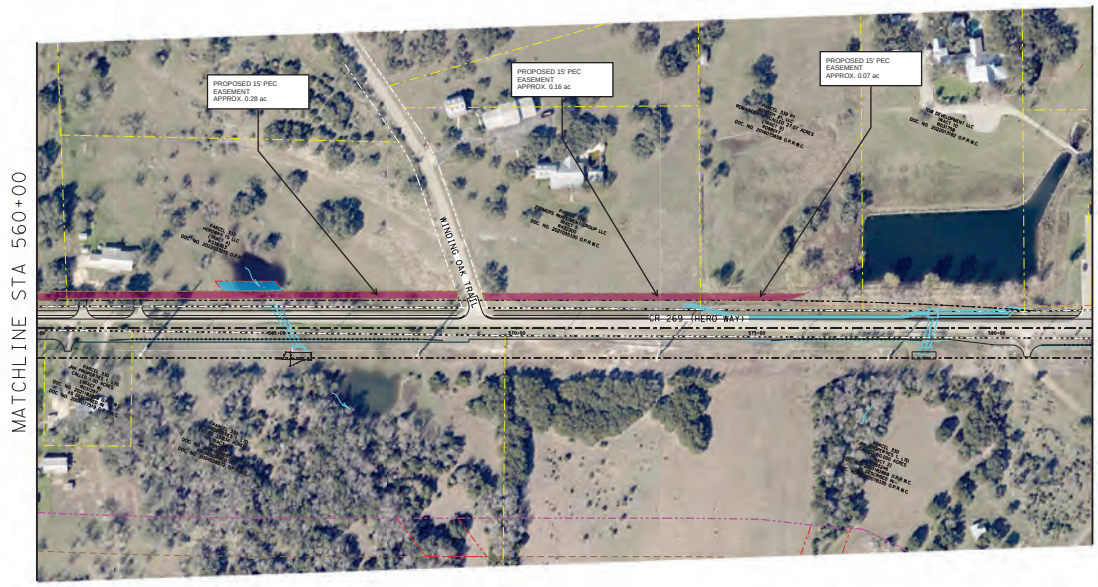

LEGEND

- PROPOSED ROW
- EXISTING ROW
- PROPOSED ROADWAY
- PROPERTY LINES
- PROPOSED DRAINAGE
- LCRA EASEMENT
- INTERIM CONSTRUCTION
- PROPOSED PEC EASEMENT LCRA LONO
- PROPOSED PEC EASEMENT
- DRAINAGE EASEMENT

PROPOSED UTILTIES (**BY OTHERS):

- PEC OH
- PEC UG
- EXISTING TO REMAIN
- ABANDON

CobbFendley
Texas Registration No. 274
505 East Huntland Drive, Suite 100
Austin, Texas 78752
512.834.9798 | fax 512.832.7727 | www.cobbfendley.com

RM 2243
PROPOSED PEC EASEMENTS

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SCALE: 1"=200'

DATE: 11/15/2024

SHEET: 2 OF 2

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Parcel	WCAD	OWNER	Acreage (acres)
321	R555232	Vivek Mahendru MD	0.03
326	R086402 & R031316	Heroway Crossing LLC	0.20
330	R555235	JNK Properrties 1 LTD	0.19
333	R031352	The Park at Cypress Creek, LLX	0.14

CobbFendley
Texas Registration No. 274
9600 N. Mopac Expressway, Suite 800
Austin, Texas 78759
512.834.9798 | fax 512.834.9553 | www.cobbfendley.com

RM 2243 HERO WAY
PROPOSED PEC EASEMENTS
SOUTHERN SIDE (REV)

DATE: 10/31/2024

SHEET: 1 OF 2

10/31/2024
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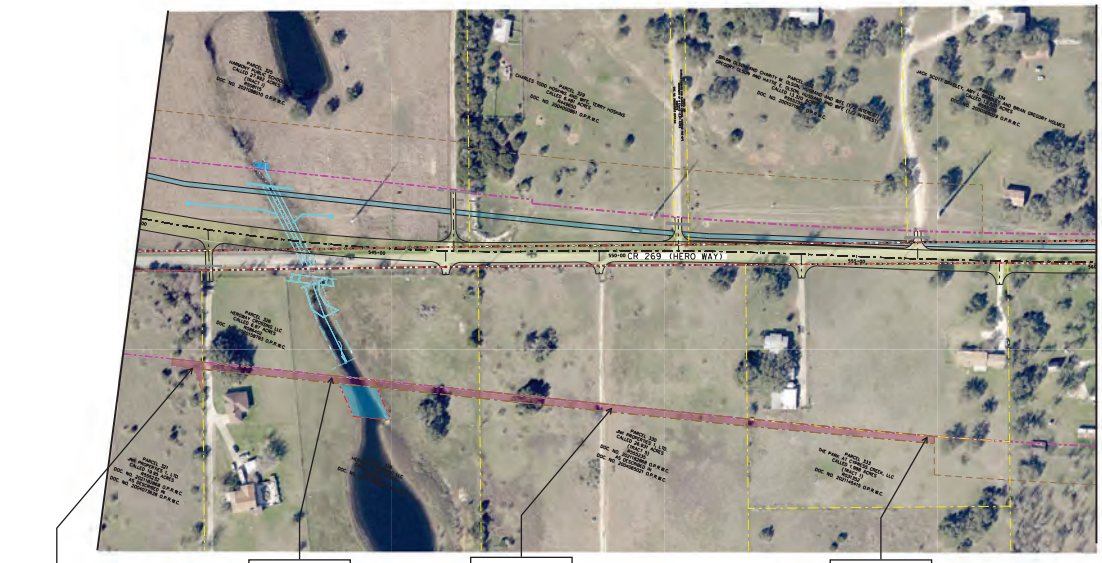

LEGEND

- PROPOSED ROW
- EXISTING ROW
- PROPOSED ROADWAY
- PROPERTY LINES
- PROPOSED DRAINAGE
- LCRA EASEMENT
- INTERIM CONSTRUCTION
- SIDEWALK CONSTRUCTION
- PROPOSED PEC EASEMENT
- DRAINAGE EASEMENT

PROPOSED UTILTIES (**BY OTHERS):

- PEC OH
- PEC UG
- EXISTING TO REMAIN
- ABANDON

CobbFendley
Texas Registration No. 274
505 East Huntland Drive, Suite 100
Austin, Texas 78752
512.834.9798 | fax 512.832.7727 | www.cobbfendley.com

RM 2243 HERO WAY
PROPOSED PEC EASEMENTS
SOUTHERN SIDE (REV)

0 100' 200'
SCALE: 1" = 200'

DATE: 11/15/2024

SHEET: 1 OF 1

11/15/2024
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EXHIBIT "C"

Replacement easement form exhibit follows this page

ELECTRIC UTILITY EASEMENT

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

That _____, for and in consideration of ONE DOLLAR ($1.00) in hand paid by Williamson County, Texas, has granted, sold, and conveyed and by these presents does grant, sell, and convey unto **PEDERNALES ELECTRIC COOPERATIVE, INC**. ("Grantee") an easement and right-of-way as hereinafter described for the purpose of an electric distribution line consisting of variable number of wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and cable television wires, props, guys, and anchors) over, across and upon the following described lands located in Williamson County, Texas, to-wit:

> All of that certain _____ acre (_____ square foot) tract in the _____ Survey, Abstract No. ____, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel ___)**

With guying easements as needed, together with the right of ingress and egress over Grantor's adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; provided however the right to use such adjacent lands shall only be permitted if there is no reasonably available access to the easement area from a public right of way; the right to relocate the lines within the limits of said easement and right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

Grantor warrants that Grantor is the owner of said property and has the right to execute this easement.

TO HAVE AND TO HOLD the above described easement and rights unto Grantee and its successors and assigns, until said easement and rights shall be relinquished.

Grantor, Grantor's heirs and legal representatives do hereby bind themselves to warrant and forever defend all and singular the above described easement and rights unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

WITNESS my hand this _____ day of _____, 20_____.

[signature page follows]

GRANTOR:

_____
(Printed Corporate or Business Name)

By: _____

Its:_____

_____
(Signature)

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes and consideration therein expressed.

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

_____, 20_____.

_____
Notary Public in and for
The State of Texas

Please Return to:

SUBSURFACE ELECTRIC UTILITY EASEMENT

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

That _____, for and in consideration of ONE DOLLAR ($1.00) in hand paid by Williamson County, Texas, has granted, sold, and conveyed and by these presents does grant, sell, and convey unto **PEDERNALES ELECTRIC COOPERATIVE, INC**. ("Grantee") an easement and right-of-way as hereinafter described for the purpose of a subsurface electric distribution line consisting of variable number of wires, and all necessary or desirable subsurface appurtenances other than: N/A, across and under the following described lands located in Williamson County, Texas, to-wit:

> All of that certain _____ acre (_____ square foot) tract in the _____ Survey, Abstract No. _____, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel __EE)**

Together with the right of ingress and egress over Grantor's adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; provided however the right to use such adjacent lands shall only be permitted if there is no reasonably available access to the easement area from a public right of way; the right to relocate the lines within the limits of said easement and right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

Grantor warrants that Grantor is the owner of said property and has the right to execute this easement.

TO HAVE AND TO HOLD the above-described easement and rights unto Grantee and its successors and assigns, until said easement and rights shall be relinquished.

Grantor, Grantor's heirs and legal representatives do hereby bind themselves to warrant and forever defend all and singular the above-described easement and rights unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

WITNESS my hand this _____ day of _____, 20_____.

[signature page follows]

GRANTOR:

_____
(Printed Corporate or Business Name)

By: _____

Its:_____

_____
(Signature)

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes and consideration therein expressed.

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

_____, 20_____.

_____
Notary Public in and for
The State of Texas

Please Return to:

Commissioners Court - Regular Session **68.**

Meeting Date: 09/09/2025

Robinson Ranch Road - THC Antiquities Permit Application

Submitted By: Ragan Riggs, 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 Robinson Ranch Road project, a 2023 Road Bond project in Commissioner Precinct 1.

Background

The permit requests the approval of an intensive archaeological pedestrian survey with subsurface testing required by the Texas Historical Commission (THC) on Robinson Ranch Road project. No investigations will take place until a permit is received from the Texas Historical Commission. Portions of the attached application have been redacted prior to placement on the court agenda, to protect restricted information. Redacted information will be included in the application to the Texas Historical Commission. Project: P338.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Robinson Ranch Road - THC Antiquities Permit Application

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/03/2025 08:32 AM
Form Started By: Ragan Riggs		Started On: 09/02/2025 12:00 PM
Final Approval Date: 09/03/2025		

TEXAS HISTORICAL COMMISSION

ANTIQUITIES PERMIT APPLICATION FORM ARCHEOLOGY

GENERAL INFORMATION

I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) Robinson Ranch Road
County (ies) Williamson County
USGS Quadrangle Name and Number Pflugerville West 3097-243
UTM Coordinates Zone 14R E 620577 N 3372685
Location Pflugerville, TX
Federal Involvement ☐ Yes ☒ No
Name of Federal Agency
Agency Representative

II. OWNER (OR CONTROLLING AGENCY)

Owner Williamson County
Representative Steven Snell (County Judge)
Address 710 Main Street, Suite 101
City/State/Zip Georgetown, TX 78226
Telephone (include area code) 512-943-1550 Email Address steve.snell@wilcotx.gov

III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

Sponsor Willimason County (see above)
Representative
Address
City/State/Zip
Telephone (include area code) Email Address

PROJECT INFORMATION

I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name Nadya Prociuk
Affiliation HDR Engineering, Inc
Address 4401 West Gate Blvd
City/State/Zip Austin, TX 78745
Telephone (include area code) 512.701.5904 Email Address Nadya.prociuk@hdrinc.com

(OVER)

ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)

II. PROJECT DESCRIPTION

Proposed Starting Date of Fieldwork 09/04/2025
Requested Permit Duration 5 Years 0 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 HDR Austin Westgate Office
Permanent Curatorial Facility Center for Archaeological Research

IV. OWNER'S CERTIFICATION

I, Steven Snell, 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, Steven Snell, as legal representative of the Sponsor, Williamson County, 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, Nadya Prociuk, as Principal Investigator employed by HDR Engineering, Inc. (Investigative Firm), do certify that I will execute this project according to the submitted plans and research design, and will not conduct any work prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Principal Investigator (and the Investigative Firm), as well as the Owner and Sponsor, are responsible for completing the terms of this permit.
Signature _____ Date _____

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

TEXAS HISTORICAL COMMISSION
real places telling real stories
thc.texas.gov

Scope of Work

Archaeological Survey for the Robinson Ranch Road Project

Williamson County, Texas

1 Introduction

Williamson County (County) contracted HDR Engineering, Inc. (HDR) to conduct an intensive archaeological survey in advance of the proposed Robinson Ranch Road Project (Project). The Project would involve the construction of a new location roadway from State Highway (SH) 45 (at the Ranch to Market Road [RM] 620 intersection) to McNeil Road in Williamson County, Texas (**Figure 1**).

The proposed interim facility would consist of two, 12-foot (ft; 3.6-meter [m])-wide lanes with a 14-ft (4.3-m)-wide, two-way, left-turn lane; 4-ft (1.2-m)-wide outside shoulders; 15-ft (4.6-m)-wide vegetative strips on each side of the road; and side ditches for drainage. The ultimate facility would consist of six, 12-ft (3.6-m)-wide lanes with a center raised median, curb and gutter drainage, detention and water quality ponds, and a 10-ft (3.0-m)-wide shared-use path on both sides of the road.

The Project Area (PA) is approximately 2.4 miles (mi; 3.9 kilometers [km]) long with a typical proposed right-of-way ROW width of 170 ft (51.8 m) and a maximum ROW width of 330 ft (100.6 m), for a total area of 73.5 acres (ac; 29.7 hectares [ha]) (**Figure 2**). The PA would consist of three bridges crossing existing floodplains. The average depth of impact would be 8 ft (2.5 m) below ground surface with a maximum depth of 20 ft (6 m) below ground surface at the bridge pier locations.

As a political subdivision of the state of Texas, the County is required to coordinate with the Texas Historical Commission (THC) under the Antiquities Code of Texas (13 Texas Administrative Code [TAC] 26) regarding this Project. The purpose of the archaeological investigation is to determine the presence/absence of archaeological resources within the PA and to evaluate identified resources for eligibility for inclusion in the National Register of Historic Places (NRHP) or as a designated State Antiquities Landmark (SAL).

This scope of work is intended to accompany the ACT permit application submitted for signature by Williamson County as the property owner. This scope of work summarizes the results of background research and outlines the methodology developed for an intensive archaeological survey to be conducted for the Project in compliance with the ACT.

2 Environmental Setting

The PA lies within the Edwards Plateau physiographic province. The Edwards Plateau topography consists of flat upper surfaces with box canyons capped by hard limestones and dolomites, with streams and sinkholes cut into the plateau. The elevation for the physiographic province ranges from 137 to 914 m (450 to 3,000 ft) above mean sea level

(AMSL) (BEG 1996). The elevation of the PA is between approximately 247 and 268 m (810 and 880 ft) AMSL.

The PA is located approximately 6 mi (9.7 km) west of the city of Pflugerville, Williamson County, Texas, within the United States Geological Survey (USGS) Pflugerville West quadrangle (**Figure 3**). The PA falls within the Brazos River basin (TWDB 2014) and the Blackland Prairie ecoregion of Texas (Griffith et al. 2007). The Blackland Prairie stretches over 300 mi (482.8 km) from North-Central to Central Texas and generally coincides with a belt of Upper Cretaceous chalks, marls, limestones, and shales as well as a coincidence of soils, vegetation, land cover, and geologic patterns (Griffith et al. 2007:61). The PA is positioned near Ganzert Lake and crosses Lake Creek, a tributary of Davis Spring Branch to the north, and Rattan Creek in the southern portion of the PA.

2.1 Geology and Soils

According to the *Geologic Atlas of Texas*, the PA is underlain by Fredericksburg Group geologic unit (Map Unit Kfr) as shown in **Figure 4** (USGS 2025a). The Fredericksburg Group is of Early Cretaceous, Comanchean Series geologic age and consists of limestone, dolomite, chert, and marl mudstone deposits. The limestone is nodular with aphanitic; marly; and gray, white, and pink dolomite as well as fine-grained, gray chert laid in thin layers and nodules.

Five mapped soil units are within the PA, as summarized in **Table 1** and shown in **Figure 5** (Soil Survey Staff 2025). Soils from the Crawford series consist of moderately deep, well-drained, very slowly permeable soils that formed in clayey sediments that are underlain by indurated limestone bedrock. These soils are on broad, nearly level or gently sloping uplands and slopes ranging from 0 to 5 percent.

The Eckrant series consists of well-drained, moderately slowly permeable soils that are very shallow to shallow over indurated limestone bedrock. These nearly level to very steep soils formed in residuum derived from limestone and occur on summits, shoulders, and backslopes of ridges on dissected plateaus. Slopes range from 1 to 60 percent.

Finally, the Georgetown series consists of moderately deep, well-drained, very slowly permeable soils that have formed over indurated limestone of Cretaceous age. These soils occur on nearly level to very gently sloping dissected plateaus ranging from 0 to 3 percent.

Table 1. Soil data for the PA.

Map Unit Symbol	Soil Name	Landform	Buried Holocene Potential?
CfB	Crawford clay, 1 to 3 percent slopes	Plains	No
EeB	Eckrant-Rock outcrop association, 1 to 10 percent slopes	Ridges	No
ErE	Eckrant-Rock outcrop association, 1 to 10 percent slopes	Ridges	No
GeB	Georgetown clay loam, 0 to 2 percent slopes	Ridges	No
GsB	Georgetown stony clay loam, 1 to 3 percent slopes	Ridges	No

Source: NRCS 2025

2.2 Hybrid Potential Archeological Liability Map Review

HDR reviewed the Texas Department of Transportation's (TxDOT's) Hybrid Potential Archeological Liability Map (HPALM) for the Austin District (TxDOT 2025) to evaluate the potential for shallow and deeply buried archaeological deposits with integrity within the PA. The HPALM data points to a low potential for such deposits as indicated by Map Unit 1, which encompasses a majority of the PA. A moderate potential for shallow and low potential for deeply buried archaeological deposits (HPALM Unit 4) is mapped within a very small portion of the northern and southern PA. A moderate potential for shallow and deeply buried archaeological deposits with integrity (HPALM Unit 5) is mapped within the northern extent of the PA. The frequencies of the local HPALM data are provided in **Table 2** and shown on **Figure 6**.

Table 2. HPALM frequencies within the PA.

Map Unit	Map Unit Description	Frequency within PA (%)
1	Low potential	94.41
4	Moderate shallow potential, low deep potential	0.7
5	Moderate potential	4.89

Source: TxDOT 2025

3 Cultural Setting

HDR reviewed the Texas Archeological Sites Atlas (Atlas) managed by the Texas Historical Commission (THC) and Texas Archeological Research Laboratory (TARL) as well as historical topographic maps and aerial imagery to characterize the cultural historic setting of the PA and surrounding 1-mi (1.6-km) vicinity.

3.1 Atlas Review

HDR's review of the Atlas on June 19, 2025, revealed that 22 previous cultural resources surveys, 19 archaeological sites, and 1 cemetery were present within 1 mi (1.6 km) of the PA (THC 2025) (**Figure 7**). No Official Texas Historical Markers (OTHMs), Recorded Texas Historic Landmarks (RTHLs), Texas Freedom Colonies, historic trails, or NRHP-listed districts or properties are located within the 1-mi (1.6-km) search radius.

Four of the 22 previous surveys (Atlas numbers 8500011931, 8500011553, 8500012994, and 8500013174) overlap the PA. Small areas of the northern, central, and southern portion of the PA have been surveyed. Nonetheless, the majority of the PA has not been surveyed. Details for all cultural resource surveys conducted within 1 mi (1.6 km) of the PA are listed in **Table 3** and locations are shown on **Figure 7**.

Table 3. Cultural resources surveys documented within 1 mi (1.6 km) of the PA.

Atlas ID	Agency	Report Title	Contractor	Year	Permit Number
8500011243	FTA	—	LopezGarcia Group	2004	3306
8500011534	City of Austin	—	HDR	2006	3995
8500011553[a]	TxDOT	—	PBS&J	2006	4056
8500011931[a]	STB	—	LGG	2005	3851
8500012994[a]	TxDOT	—	Hicks and Co.	2003	3119
8500013174[a]	TxDOT	—	PBS&J	2003	3267
8500013520	TxDOT	—	Hicks and Co.	2003	3119
8500016070	Round Rock ISD	—	Horizon ESI	2009	5172
8500018492	City of Austin	—	Fred L. McGhee & Associates, Inc.	2010	5762
8500018584	TxDOT	—	Blanton & Associates	2010	5763
8500018854	TxDOT	—	Ecological Communications Corp.	2010	5732
8500004469	FHWA	—	—	1992	—
8500004471	Corps of Engineers – Fort Worth District	—	—	1987	—
8500004472	EPA	—	—	1984	
8500010538	TPWD, Brushy Creek MUD	—	—	2000	2490
8500079961	Upper Brushy Creek	*Survey for Flood Prevention Dam No. 8 Modernization Project*	URS	2016	7615
8500080187	Round Rock ISD	*22.0 acres on the McNeil High School Campus*	Horizon Environmental Services, Inc.	2017	7950
8500080467	BURY, Inc.	*Pedestrian Survey of 0.6-Acres for the Expansion of Neenah Avenue and Associated Retention Pond*	Raba Kistner Environmental, Inc.	2015	7285
8500081836	Upper Brushy Creek WCID	*Survey for the Proposed Dam No. 101 Project Within the Upper Brushy Creek WCID*	AECOM	2019	8855
8500082078	EBI Consulting	*Survey of the Pearson Ranch Apartments Development*	Stone Point Services, LLC	2021	—

Atlas ID	Agency	Report Title	Contractor	Year	Permit Number
8500082438	Upper Brushy Creek WCID	*Supplemental-Survey for the Proposed Dam No 101 Project within the Upper Brushy Creek WCID*	AECOM	2021	30346
8400004291	TxDOT, FHWA	—	—	1995	—

Source: THC 2025
Notes: "—" denotes no information available in the Atlas; EPA = Environmental Protection Agency; FHWA = Federal Highway Administration; FTA = Federal Transit Administration; ID = Identifier; ISD = Independent School District; MUD = Municipal Utility District; STB = Surface Transportation Board; TPWD = Texas Parks and Wildlife Department; WCID = Water Control and Improvement District
[a] Survey overlaps PA

[redacted]

3.2 Historical Map and Aerial Image Review

[redacted]

4 Summary

[redacted]

5 Methodology

This section describes the methodology developed for the archaeological survey, including the research, field, and reporting methods.

5.1 Research Methods

The desktop review performed by HDR covered pertinent environmental, land use, geologic, soil, and predictive modeling data to evaluate the potential for Project impacts on cultural resources. HDR reviewed the Atlas to identify all cultural resource sites and surveys documented within and in the vicinity of the PA. HDR also reviewed historical topographic maps and aerial imagery to evaluate the potential for above-ground, historic-age structures.

HDR reviewed these data to ensure that a sufficient level of field investigation, archival research, and reporting are conducted to avoid impacts on cultural resources. Further historical background research of available archival documents, historical maps, and other pertinent data will be conducted to evaluate NRHP eligibility of all cultural resources identified during the archaeological survey.

5.2 Survey Methods

HDR will conduct an intensive archaeological survey of the PA using archaeologists who meet the United States Secretary of the Interior (SOI) Professional Qualification Standards for Archaeology and Historic Preservation under the supervision of an SOI-qualified Principal Investigator (13 TAC 26.4). Components of the archaeological survey may include pedestrian reconnaissance, shovel testing, field notes, site documentation and evaluation, artifact inventories, and digital photography. All exposed surfaces will be examined for evidence of archaeological materials.

The PA is linear in orientation, with a maximum proposed survey area length of 2 mi (3.2 km) (excluding the existing rock quarry), a typical proposed ROW width of 170 ft (51.8 m), and a maximum ROW width of 330 ft (100.6 m), for a total area of 65.7 ac (26.6 ha). As such, the minimum number of shovel tests was calculated based on the CTA guidelines for linear surveys, which require at least 16 shovel tests for every 1 mile (1.6 km), with a minimum transect interval of 98 ft (30 m). Given that the PA measures 2 mi (3.2 km), at least 64 shovel tests along two transects are required for the PA, excluding shovel tests used for site delineation.

Shovel tests are excavated in settings with the potential for buried archaeological materials, except on slopes greater than 20 percent or in settings with evidence of significant ground disturbance. Each shovel test measures at least 12 inches (30 cm) in diameter and is excavated to at least 32 inches (80 cm) below the surface or the base of Holocene-age deposits. All excavated matrices are screened through 0.25-inch (0.64-cm)

hardware mesh or hand-sorted if clay and moisture content require. Soil descriptions follow the guidelines and terminology established by the National Soil Survey Center (Schoeneberger et al. 2012) with soil/sediment colors recorded using a Munsell Soil Color Chart.

The location of each shovel test is documented using a Global Navigation Satellite Systems (GNSS) unit capable of submeter accuracy. Soil/sediment depth and composition and the presence or absence of cultural materials are recorded on standardized forms for each shovel test, which is backfilled upon completion. Shovel test intervals are adjusted as needed to avoid disturbed areas while adhering to the CTA guidelines where feasible.

Areas with surface artifacts or a high potential for buried artifacts will be shovel tested. If artifacts are observed on the surface, the potential site will be delineated with shovel tests as described below. All previously recorded sites within the PA will be revisited and documented. In the case of sites 41WM989 and 41WM1060, these site areas will be revisited to delineate the site boundaries and assess NRHP eligibility within the PA.

5.3 Site Documentation

In addition to the above outlined methods, the survey will apply the following site documentation processes should any archaeological sites be encountered during the survey.

The THC differentiates between archaeological sites and isolated finds. Sites are evaluated and recommended eligible or ineligible for inclusion in the NRHP and/or SAL designation, whereas isolated finds are ineligible as they do not meet the requirements to be designated as a site. The HDR standards for defining archaeological sites and isolated finds involve the respective temporal period and number of artifacts or features present within an area of predetermined size. Temporal periods are defined as precontact for sites that predate Indigenous contact with European colonizers and postcontact for sites that postdate the initial European colonization of North America.

In terms of material assemblage, a precontact site designation is applied when five or more precontact artifacts, or one or more features, are present within a 20-square-meter (m^2) (215-square-foot [ft^2]) area. A postcontact site designation is applied when 10 or more artifacts of 2 or more artifact classes, or 1 or more features, are present within a 20-m^2 (215-ft^2) area. Isolated finds are defined as the presence of fewer than 5 precontact artifacts, fewer than 10 postcontact artifacts, or postcontact artifacts from only 1 artifact class within a 20-m^2 (215-ft^2) area.

Archaeological site boundaries are defined by the presence of cultural materials on or below the ground surface. Where possible, all site delineation shovel tests will be radially excavated from the initial positive shovel test in all cardinal directions at 50-ft (15-m) intervals until two sterile shovel tests are encountered in each direction. Additional shovel tests will be arbitrarily placed inside site boundaries to adequately sample a site deposit. If shovel tests and other field observations indicate a negligible potential for buried archaeological materials, site boundaries will be delineated based on the surface distribution of artifacts and/or features.

All site boundaries, features, artifact localities and photographs will be plotted digitally using ArcGIS Online software paired with a global navigation satellite system (GNSS) receiver capable of submeter accuracy. A standardized HDR site form will be completed for each site to record physiographic and cultural information as well as initial interpretations of the site's material, spatial, and chronological properties. Each documented site will be assigned a temporary alpha-numeric identifier (e.g., HDR XX) to be used in the field. Completed TexSite forms will be submitted for each site to the TARL for official trinomial assignment.

Artifact collection and removal from the field will consist of only temporally diagnostic cultural materials. Diagnostic precontact artifacts include ceramics, projectile points, biface preforms and finished tools. Diagnostic postcontact artifacts include ceramics with decoration, rims, or other formal diagnostic attributes; decorated or embossed glass; and pieces with maker's marks or indications of manufacturing technology. All sides of diagnostic artifacts will be photographed with a scale, neutral background, and consistent lighting.

Non-diagnostic artifacts will typically be recorded and analyzed in the field after representative samples from each artifact class are cataloged and photographed. In-field artifact analyses will include determining appropriate regional, temporal, and stylistic elements. Quantities or estimates of materials will be recorded for all sites, and the locations of artifact concentrations will be recorded with a GNSS capable of submeter accuracy. Photographs of all cultural features and other representative natural features of interest will be taken for each site recorded. All archaeological sites will be photographed from all cardinal directions with the most consistent lighting that site conditions allow.

A complete digital photographic record will be kept and used to document all cultural materials, the general topography, and condition of the area at the time of the survey to support the field techniques and methodology employed by the site recorders. All photographs will be documented on a photo log detailing the date, location, direction, and description of the photograph.

5.4 Reporting Methods

The data analysis for the Project will address all cultural materials recorded during the archaeological survey, and will include a description and evaluation of all recorded sites. Official state trinomials will be obtained from TARL for all new archaeological sites recorded. Artifacts will be analyzed in the field and clearly described, with an effort to identify typology and chronology. These data will be used, in conjunction with the appropriate criteria, to evaluate any identified sites for potential NRHP and/or SAL eligibility. If such a recommendation cannot be determined, the data will be used to formulate a recommendation regarding the need for further eligibility testing.

At the conclusion of the field investigations, HDR will prepare and submit a draft report that summarizes the findings of the archaeological survey. The report will conform to the CTA's Reporting Standards and provide recommendations regarding any additional ACT work requirements with sufficient justification. Following a period of client review, the draft report will be submitted to the THC for review and comment. After addressing any agency

comments, HDR will furnish the THC with one final report copy containing the plotted locations of any sites recorded and one copy that excludes the site location data.

Pursuant to 13 TAC 26.17, and after acceptance of the final report by the THC, all field records, photographs, and collected artifacts will be prepared for permanent curation at the Center for Archaeological Research at the University of Texas at San Antonio.

6 References

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2025a Geologic Atlas of Texas. Electronic document, https://webapps.usgs.gov/txgeology/, accessed March 11, 2025.
2025b 1968 Pflugerville West, Texas Topographic Quadrangle. Topo View. Electronic document, https://ngmdb.usgs.gov/topoview/viewer/#4/39.98/-100.06, accessed July 2025.

Figure 1. General Project location on USGS quadrangle map.

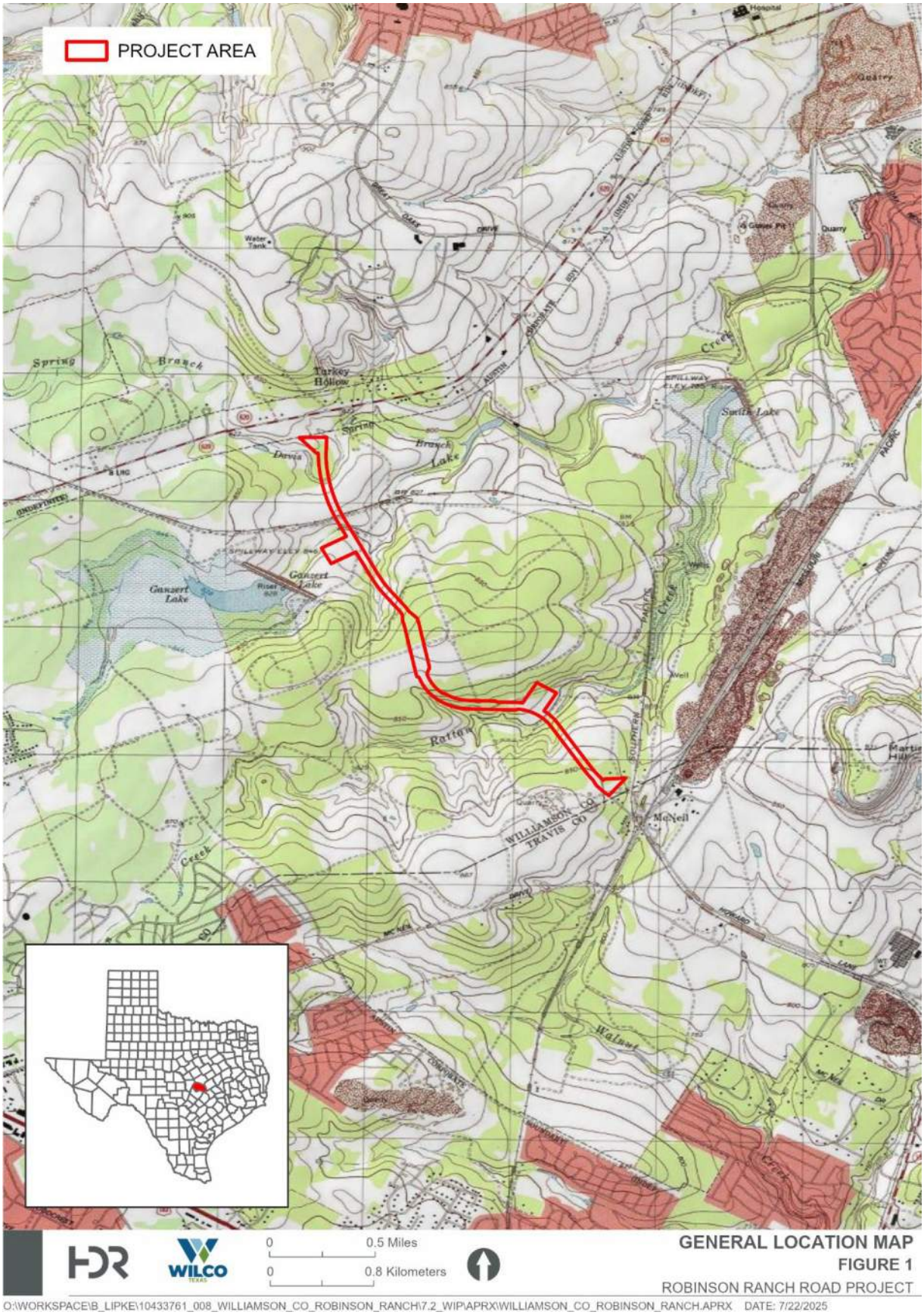


Figure 2. PA on aerial imagery.

Figure 3. PA on USGS topographic map.

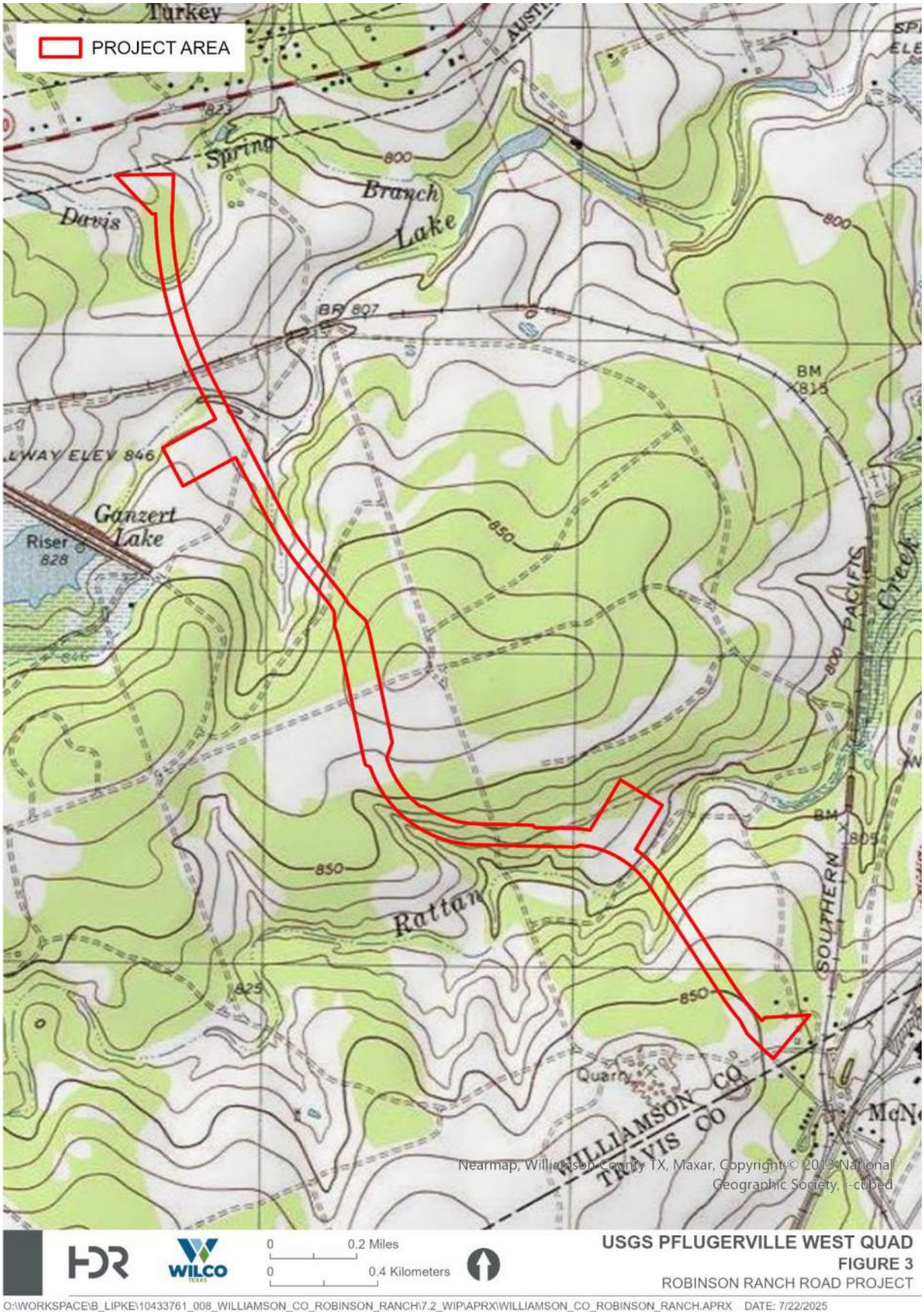


Figure 4: Geology map of PA.

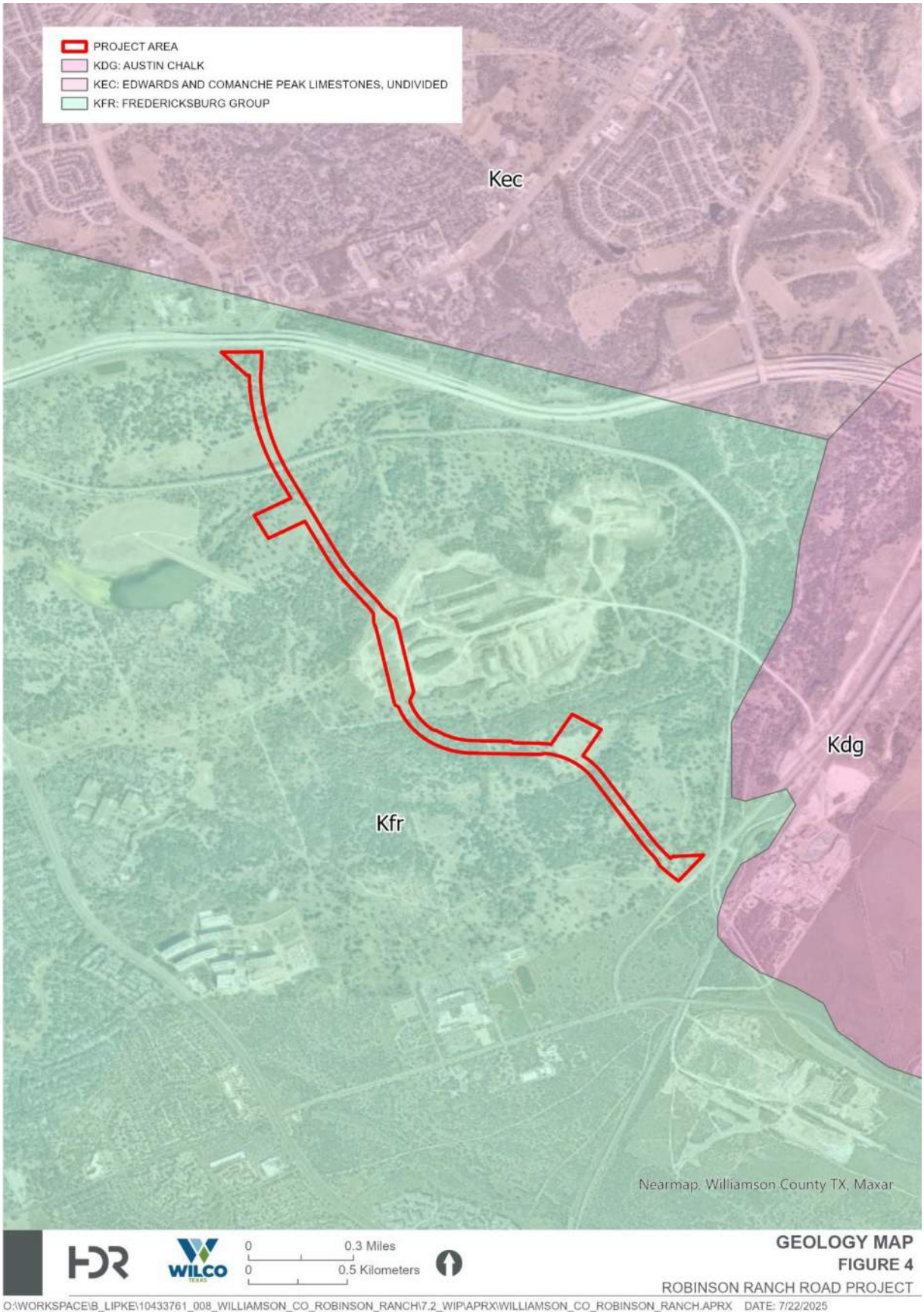


Figure 5. Soils map of PA.

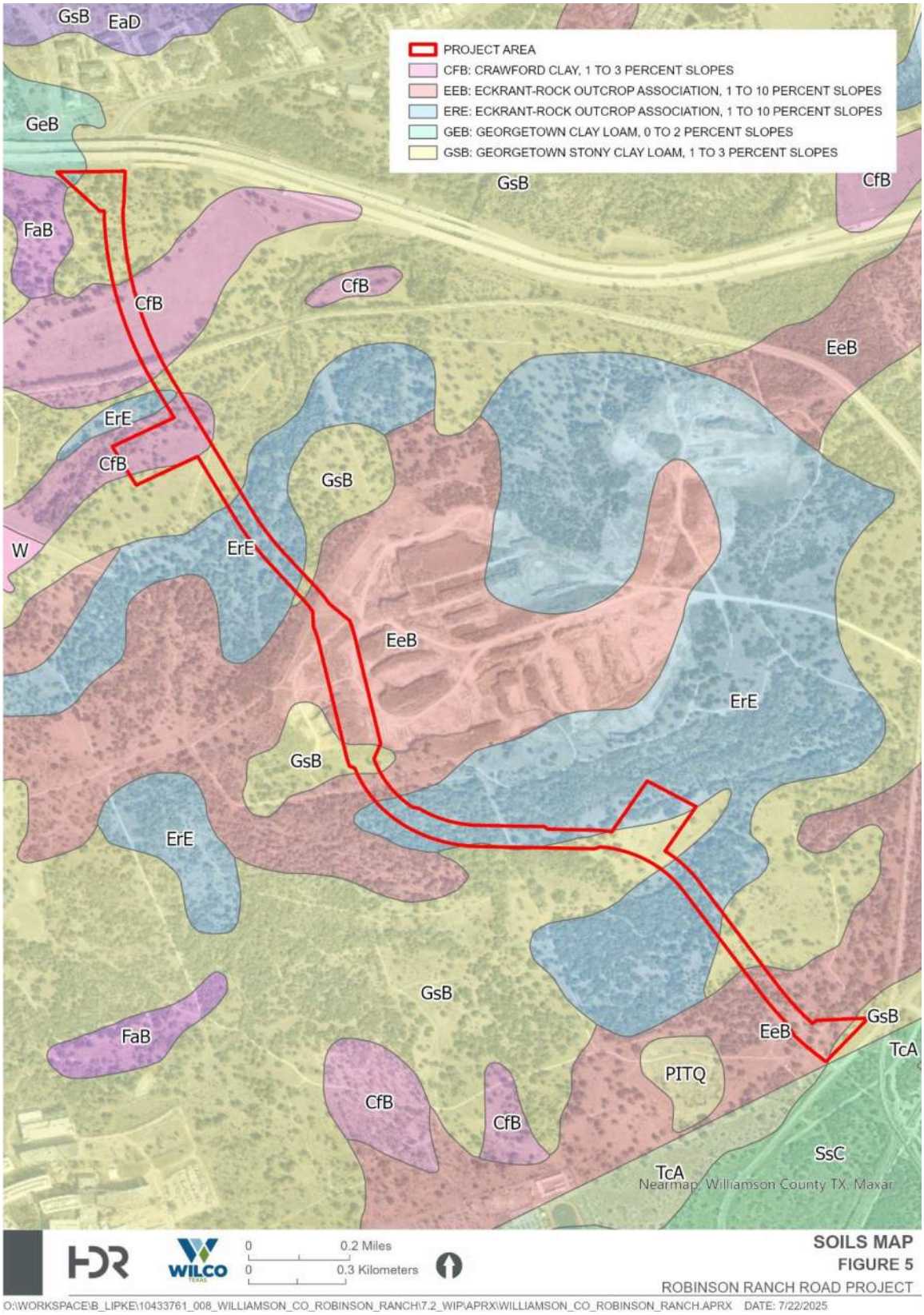


Figure 6. HPALM data map of PA.

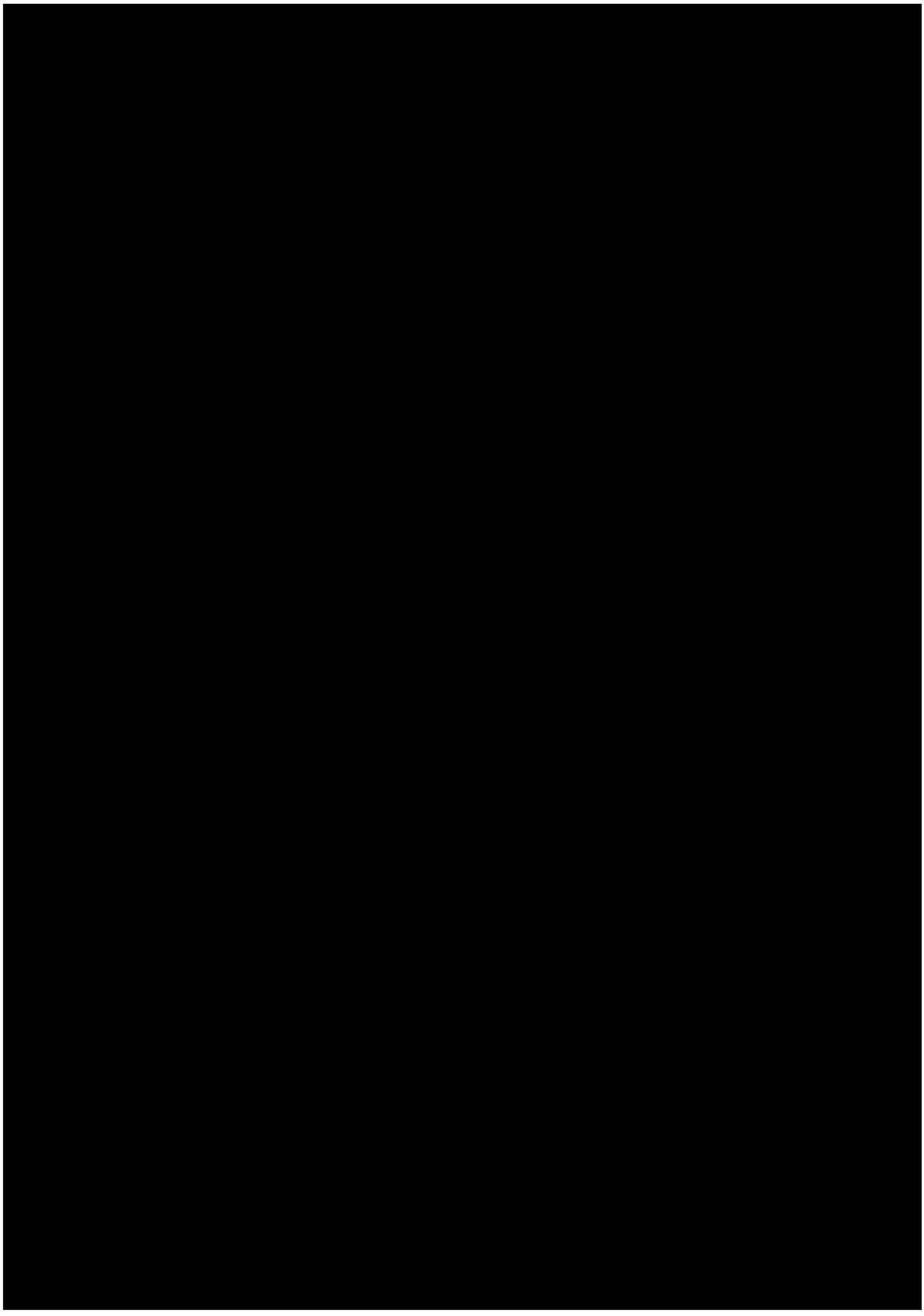


Figure 7. Cultural resources map of PA.

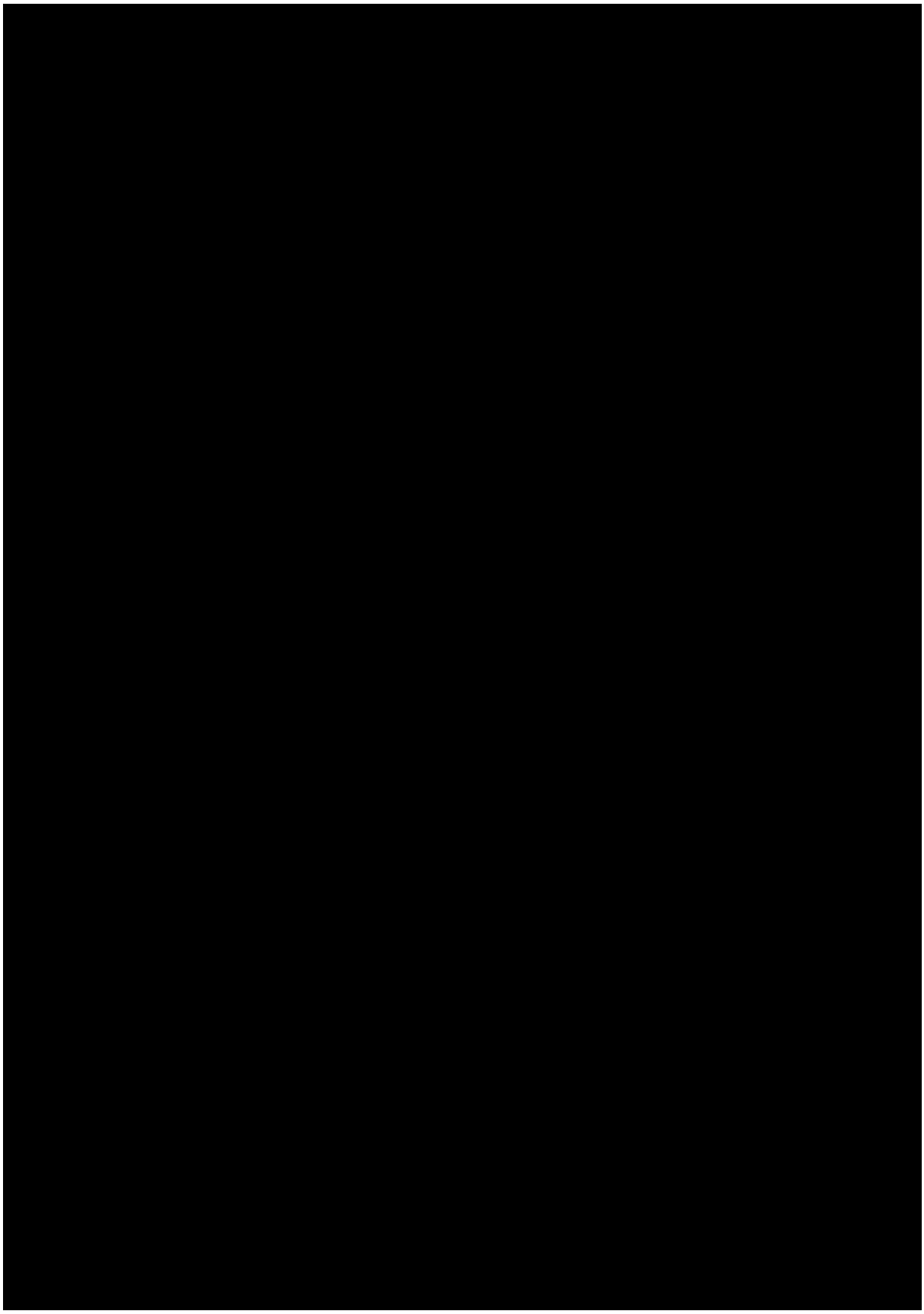
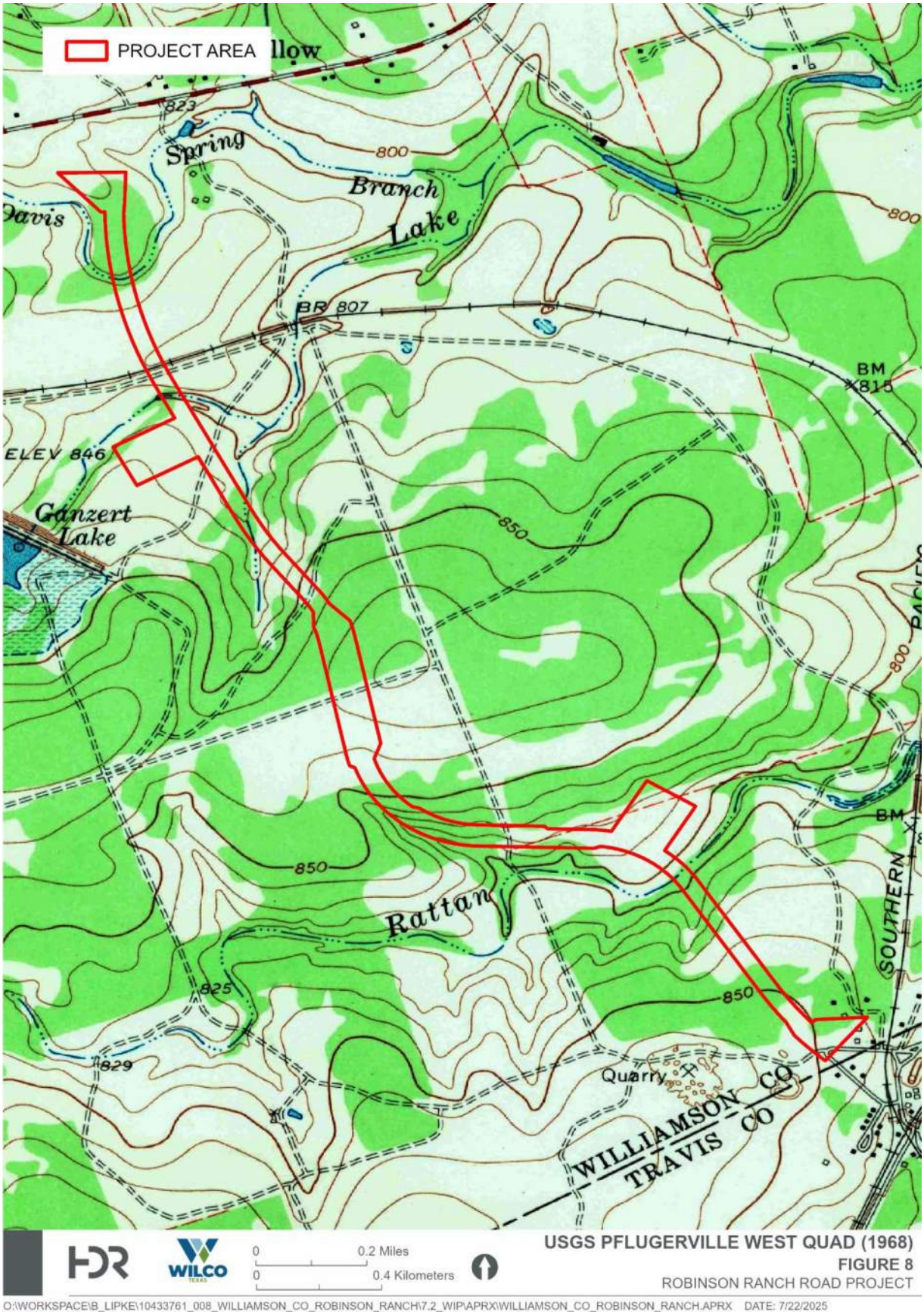


Figure 8. Historic 1968 USGS topographic quadrangle map of PA.



Commissioners Court - Regular Session **69.**

Meeting Date: 09/09/2025

Ronald Reagan Blvd Widening, Seg C1 - TCEQ Agent Authorization Form

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding a TCEQ Agent Authorization Form for the Edwards Aquifer Protection Program associated with the Ronald Reagan Blvd Widening, Seg C1 Project, a 2023 Road Bond Project in Commissioner Pct. 3.

Background

The Ronald Reagan Blvd Widening, Seg C1 Project requires Texas Commission on Environmental Quality (TCEQ) approval of a Water Pollution Abatement Plan (WPAP) prior to construction. The TCEQ Agent Authorization Form is required to authorize an employee of STV Incorporated to submit the necessary WPAP permit application on behalf of Williamson County to the TCEQ for review and approve. P671 Funding: Road Bonds

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Ronald Reagan Blvd Widening, Seg C1 - TCEQ Agent Authorization Form

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Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/03/2025 08:32 AM
Form Started By: Ragan Riggs		Started On: 09/02/2025 11:58 AM
Final Approval Date: 09/03/2025		

Agent Authorization Form
For Required Signature
Edwards Aquifer Protection Program
Relating to 30 TAC Chapter 213
Effective June 1, 1999

I Steven Snell,
Print Name

County Judge,
Title - Owner/President/Other

of Williamson County,
Corporation/Partnership/Entity Name

have authorized Paul Schrader, P.E.
Print Name of Agent/Engineer

of STV Incorporated
Print Name of Firm

to represent and act on the behalf of the above named Corporation, Partnership, or Entity for the purpose of preparing and submitting this plan application to the Texas Commission on Environmental Quality (TCEQ) for the review and approval consideration of regulated activities.

I also understand that:

1. The applicant is responsible for compliance with 30 Texas Administrative Code Chapter 213 and any condition of the TCEQ's approval letter. The TCEQ is authorized to assess administrative penalties of up to $10,000 per day per violation.

2. For those submitting an application who are not the property owner, but who have the right to control and possess the property, additional authorization is required from the owner.

3. Application fees are due and payable at the time the application is submitted. The application fee must be sent to the TCEQ cashier or to the appropriate regional office. The application will not be considered until the correct fee is received by the commission.

4. A notarized copy of the Agent Authorization Form must be provided for the person preparing the application, and this form must accompany the completed application.

5. No person shall commence any regulated activity on the Edwards Aquifer Recharge Zone, Contributing Zone or Transition Zone until the appropriate application for the activity has been filed with and approved by the Executive Director.

SIGNATURE PAGE:

Applicant's Signature _____ Date _____

THE STATE OF TEXAS §

County of Williamson §

BEFORE ME, the undersigned authority, on this day personally appeared _____known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed same for the purpose and consideration therein expressed.

GIVEN under my hand and seal of office on this ____ day of _____,_____.

_____
NOTARY PUBLIC

_____
Typed or Printed Name of Notary

MY COMMISSION EXPIRES: _____

Commissioners Court - Regular Session **70.**

Meeting Date: 09/09/2025

CR 110N – RPS – Contract Amendment #2 and SWA #5 to WA#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. 2 and Supplement No. 5 to Work Authorization #1 to the CR 110 North contract executed March 19, 2024, between Williamson County and RPS Infrastructure, Inc. relating to the 2023 Road Bond Program.

Background

This Contract Amendment No. 2 increases the compensation cap by $34,000.00 from $841,000.00 to $875,000.00 to allow for the execution of Supplemental No. 5 to Work Authorization No. 1. The supplemental includes updates to roadway and drainage due to the adjacent development in the amount of $17,427.52 from $793,223.57 to $810,651.09 and extends the termination date to December 31, 2025.
Project: P695
Fund Source: Road Bond

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR 110N – RPS – SWA #5 to WA#1

CR 110N – RPS – Contract Amendment #2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/03/2025 08:29 AM
Form Started By: Ragan Riggs		Started On: 09/02/2025 10:52 AM
Final Approval Date: 09/03/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 5
TO
WORK AUTHORIZATION NO. 1

WILLIAMSON COUNTY ROAD BOND PROJECT:
CR 110 North

This Supplemental Work Authorization No. 5 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 19, 2024 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and RPS Infrastructure, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective March 22, 2024 (the "Work Authorization");

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

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

AGREEMENT

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

I. The Services to be Provided by the Engineer that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "B-5" (must be attached).

II. The Work Authorization shall terminate on December 31, 2025. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C-5" (must be attached).

III. The maximum amount payable for services under the Work Authorization is hereby increased from $793,223.57 to $810,651.09. The revised Fee Schedule is attached hereto as Attachment "D-5" (must be attached).

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

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

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

ENGINEER:	**COUNTY:**
By: _____ Signature	By: _____ Signature
Kevin Hoffman Printed Name	_____ Printed Name
Regional Director of Transportation Title	_____ Title
08/26/2025 Date	_____ Date

LIST OF ATTACHMENTS

Attachment B-5 – Services to be Provided by Engineer

Attachment C-5 – Work Schedule

Attachment D-5 – Fee Schedule

APPROVED
By Christen Eschberger at 3:19 pm, Aug 28, 2025

ATTACHMENT B-5
SERVICES TO BE PROVIDED BY THE ENGINEER FOR
CR 110 NORTH

PROJECT DESCRIPTION

Project Limits
Unchanged under this SWA #5.

Existing Facility
Unchanged under this SWA #5.

Proposed Facility
Unchanged under this SWA #5.

Design Criteria
Unchanged under this SWA #5.

1. PROJECT MANAGEMENT

   a. COMMUNICATION:

      i. No supplemental scope under this SWA #5.

   b. MONTHLY PROGRESS REPORTS, INVOICES, AND BILLINGS:

      i. No supplemental scope under this SWA #5.

   c. QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC) PLAN:

      i. Additional QAQC due to the roadway and drainage design changes for the final submittal.

   d. PROJECT COORDINATION & ADMINISTRATION:

      i. No supplemental scope under this SWA #5.

   e. PROGRESS/COORDINATION MEETINGS:

      i. No supplemental scope under this SWA #5.

   f. PROJECT SCHEDULE:

      i. No supplemental scope under this SWA #5.

   g. PROJECT DOCUMENTS/FILES:

      i. No supplemental scope under this SWA #5.

   h. DELIVERABLES:

i. No supplemental scope under this SWA #5.

2. PUBLIC INVOLVEMENT
   No supplemental scope under this SWA #5.

3. UTILITY COORDINATION SUPPORT

   a. UTILITY INFORMATION INTO ENGINEERING DRAWINGS

      i. No supplemental scope under this SWA #5.

   b. UTILITY MEETINGS

      i. No supplemental scope under this SWA #5.

4. CONDEMNATION SUPPORT
   No supplemental scope under this SWA #5.

5. SURVEYING
   No supplemental scope under this SWA #5.

6. DRAINAGE STUDY REFINEMENT
   No supplemental scope under this SWA #5.

7. ENVIRONMENTAL SERVICES
   No supplemental scope under this SWA #5.

8. GEOTECHNICAL SERVICES
   No supplemental scope under this SWA #5.

9. PLAN PREPARATION

   a. No supplemental scope under this SWA #5.

   b. ROADWAY:

      i. Update roadway profile grades according to speed limit criteria to reflect the raised profile caused by the adjacent RV development.

      ii. Revise earthwork quantities and calculations based on the new profile grades.

      iii. Update plans, estimates, and cross sections due to grading modifications.

   c. DRAINAGE:

      i. Update H&H models for the roadway profile raise and adjacent ditch geometry changes.

ii. Update floodplain cut/fill calculations due to the additional fill.

d. SIGNING AND MARKINGS:
No supplemental scope under this SWA #5.

e. TRAFFIC CONTROL:
No supplemental scope under this SWA #5.

f. WATER QUALITY:
No supplemental scope under this SWA #5.

g. DELIVERABLES:

i. Final PS&E Submittal; see 100%/Final Plan Submittal Checklist.

ii. Updated Floodplain Memo, Final Drainage Report and Drainage Models.

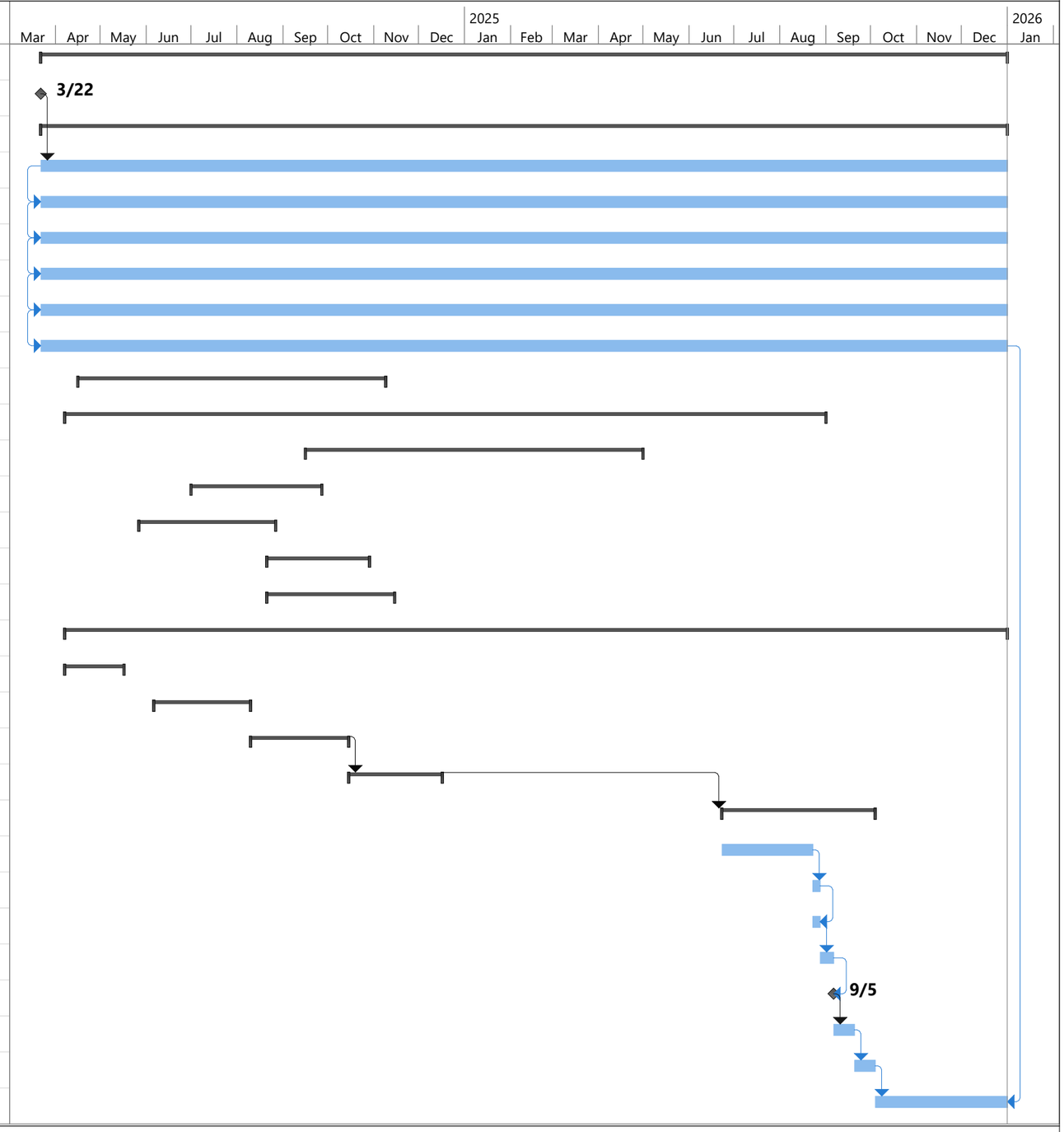
10. PERMITS
No supplemental scope under this SWA #5.

11. BIDDING PHASE SERVICES
No supplemental scope under this SWA #5.

12. EXCLUSIONS
No supplemental scope under this SWA #5.

ATTACHMENT C-5
WORK SCHEDULE
CR 110 NORTH-PS&E

ID	Task Name	Duration	Est Start	Est Finish
1	**CR 110 North PS&E**	**650 days**	**Fri 3/22/24**	**Wed 12/31/25**
2	Notice to Proceed	0 days	Fri 3/22/24	Fri 3/22/24
3	**Project Management**	**650 days**	**Fri 3/22/24**	**Wed 12/31/25**
4	Communication	650 days	Fri 3/22/24	Wed 12/31/25
5	Monthly Progress Report,invoices	650 days	Fri 3/22/24	Wed 12/31/25
6	QA/QC	650 days	Fri 3/22/24	Wed 12/31/25
7	Project Coordination & Admin	650 days	Fri 3/22/24	Wed 12/31/25
8	Progress/Coordination Meetings	650 days	Fri 3/22/24	Wed 12/31/25
9	Project Schedule	650 days	Fri 3/22/24	Wed 12/31/25
10	**Public Involvement**	**207 days**	**Tue 4/16/24**	**Fri 11/8/24**
14	**Utility Coordination**	**512 days**	**Sun 4/7/24**	**Sun 8/31/25**
17	**Condemnation Support**	**227 days**	**Mon 9/16/24**	**Wed 4/30/25**
20	**Survey**	**88 days**	**Mon 7/1/24**	**Thu 9/26/24**
23	**Hydrology and Hydraulics**	**92 days**	**Mon 5/27/24**	**Mon 8/26/24**
28	**Environmental**	**69 days**	**Wed 8/21/24**	**Mon 10/28/24**
38	**Geotechnical & Pavement Design Reports**	**86 days**	**Wed 8/21/24**	**Thu 11/14/24**
47	**PS&E Production**	**634 days**	**Sun 4/7/24**	**Wed 12/31/25**
48	**Rodaway Modeling**	**40 days**	**Sun 4/7/24**	**Thu 5/16/24**
53	**60% Deliverables**	**65 days**	**Thu 6/6/24**	**Fri 8/9/24**
60	**90% Deliverables**	**66 days**	**Sat 8/10/24**	**Mon 10/14/24**
67	**100% Deliverables**	**63 days**	**Tue 10/15/24**	**Mon 12/16/24**
74	**Final Sealed Deliverables**	**103 days**	**Mon 6/23/25**	**Fri 10/3/25**
75	Plans	61 days	Mon 6/23/25	Fri 8/22/25
76	Specifications	5 days	Sat 8/23/25	Wed 8/27/25
77	Estimate	5 days	Sat 8/23/25	Wed 8/27/25
78	Quality Control	9 days	Thu 8/28/25	Fri 9/5/25
79	Final Sealed Submittal	0 days	Fri 9/5/25	Fri 9/5/25
80	Client Review	14 days	Sat 9/6/25	Fri 9/19/25
81	Addressing Comments	14 days	Sat 9/20/25	Fri 10/3/25
82	Bid Advertisement Assistance	89 days	Sat 10/4/25	Wed 12/31/25



Attachment D-5
Fee Schedule

Price Proposal		Labor Plan					Price Summary / Totals					
		5 Resource										
CR 110 North	Bill Rate >	375.49	243.48	233.70	147.13	184.86					Task Pricing Totals	17427.52
											Specify Add'l Fees on Setup	0.00
											Technology Use Fee	
Williamson County - CR 110 SWA5 to WA1	Proj Area >										**Total Price**	**17427.52**
Submitted to: Williamson County (Attn: Bob Daigh)												
		Sr. Managing Engineer (Hoffman, Kevin)	Supervisory Engineer III (10-15 yrs) (Islam, Md Kamrul)	Sr. Project Engineer (Jones, David)	EIT II (Maroa, Machera)	Engineer Designer (Williams, Chris)	**Pricing by Resource**					
Contract Type: T&M												
	Total Labor Hrs						Labor	Subs	Travel	Mat'ls & Equip	ODCs	**Task Pricing Totals**
Project Phases / Tasks	**95**	2	9	8	38	38	17,428	-	-	-	-	**17427.52**
SWA5 - WA 1	**95**	**2**	**9**	**8**	**38**	**38**	**17,428**	**-**	**-**	**-**	**-**	**17427.52**
1. Project Management	**3**	**2**	**1**	-	-	-	**994**	-	-	-	-	**994.46**
Quality Assurance And Quality Control (QAQC) Plan	3	2	1				994					994.46
9. Plan Preparation	**92**	**-**	**8**	**8**	**38**	**38**	**16,433**	-	-	-	-	**16433.06**
Roadway Updates	4			4			935					934.80
Drainage Updates	22		4		18		3,622					3622.26
Final Deliverables	66		4	4	20	38	11,876					11876.00
Totals	**95**	**2**	**9**	**8**	**38**	**38**	**17,428**	**-**	**-**	**-**	**-**	**17427.52**

CONTRACT AMENDMENT NO. __2__
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT: CR 110 North

THIS CONTRACT AMENDMENT NO. 2 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and RPS Infrastructure, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective March 19, 2024 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $ 700,000.00; and, was modified to $841,000.00 on June 30, 2025; and,

WHEREAS, the Rate Schedule in Exhibit D-1 of the Contract are limited to the rates noted in said Exhibit D-1; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $ 841,000.00 to $ 875,000.00, reflecting a total increase of $ 34,000.00.

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, to be effective as of the date of the last party's execution below.

ENGINEER:

By: _____
Signature

Kevin Hoffman
Printed Name

Regional Director of Transportation
Title

08/26/2025
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

APPROVED
By Christen Eschberger at 3:19 pm, Aug 28, 2025

Commissioners Court - Regular Session **71.**

Meeting Date: 09/09/2025

East Wilco Highway Segment 4 Purchase 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 Charlotte Lyn Walker Davis to acquire 7.961 AC needed as right of way on the E. Wilco Highway Segment 4 project (Parcel 84 part 2).

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	09/03/2025 08:14 AM
Form Started By: Don Childs		Started On: 09/02/2025 09:30 AM
Final Approval Date: 09/03/2025		

REAL ESTATE CONTRACT
E. Wilco Highway Segment 4 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **CHARLOTTE LYN WALKER DAVIS** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 7.961-acre (346,787 square foot) tract of land, out of and situated in the Silas Palmer Survey, Section 12, Abstract No. 499, in Williamson County, Texas, being a portion of the remainder of a called 50-acre tract of land, described as first tract in a deed to Charlotte Lyn Davis, recorded March 13, 2000 in document No. 2000014961, official public records of Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 84 Part 2**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property interests described in Exhibit "A", any improvements thereon, and any damage to or cost of cure for the remaining property of Seller shall be the sum of FIVE HUNDRED FIFTY-SEVEN THOUSAND TWO HUNDRED SEVENTY and 00/100 Dollars ($557,270.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before September 30, 2025, or at such time, date, and place as Seller and Purchaser may agree upon, or

within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit "A", conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages

for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after August 31, 2025 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed roadway improvement construction project of Purchaser on the Property or other obligations of this Contract, and Seller agrees to make any gate access available to Purchaser, its contractors or

utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

SELLER:

Charlotte Lyn Walker Davis

Charlotte Lyn Walker Davis

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Williamson County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT "A"

PROPERTY DESCRIPTION FOR PARCEL 84 PART 2

DESCRIPTION OF A 7.961 ACRE (346,787 SQ. FT.) PARCEL OF LAND LOCATED IN THE SILAS PALMER SURVEY, SECTION NO. 12, ABSTRACT NO. 499, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 50 ACRE TRACT OF LAND, DESCRIBED AS FIRST TRACT IN A DEED TO CHARLOTTE LYN DAVIS, RECORDED MARCH 13, 2000 IN DOCUMENT NO. 2000014961, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 7.961 ACRE (346,787 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 2,362.19 feet right of East Wilco Highway Engineer's Centerline Station (E.C.S.) 268+51.14 on the existing south right-of-way line of Chandler Road, a variable width right-of-way, described in a deed to Williamson County, Texas in Document No. 2011067075, O.P.R.W.C.TX., for the northeast corner of Lot 5, Plantation Acres, a subdivision of record in Cabinet R, Slide 301, Plat Records of Williamson County, Texas (P.R.W.C.TX.), and described in a deed to Charles Morgan Tucker, Jr. and Brenda Tucker in Document No. 2021034271, O.P.R.W.C.TX.;

THENCE, South 86°45'11" West, over and across said Chander Road, a distance of 639.93 feet to an iron rod with a plastic cap stamped "RPLS 4249" in concrete found 1,754.34 feet right of East Wilco Highway E.C.S. 270+51.50 (Surface Coordinates: N=10,196,520.76, E=3,188,128.08) on the existing north right-of-way line of said Chandler Road, same being the south line of said remainder of a called 50 acre tract, for the southeast corner and the **POINT OF BEGINNING** of the parcel described herein, said point being the beginning of a curve to the left;

THENCE, with the existing north right-of-way line of said Chandler Road, same being the south line of said remainder of a called 50 acre tract, the following five (5) courses and distances numbered 1-5:

1) With said curve to the left, an arc distance of 442.77 feet, through a central angle of 12°04'50", having a radius of 2,100.00 feet, and a chord that bears South 62°24'50" West, a distance of 441.95 feet to a calculated point,

2) **South 56°22'25" West**, a distance of **534.55 feet** to a calculated point, from which a 1/2-inch iron rod (bent) in concrete found bears North 53°58'09" East a distance of 0.44 feet,

3) **South 33°37'35" East**, a distance of **5.00 feet** to an iron rod with a plastic cap stamped "Diamond Surveying" found, for the beginning of a curve to the right,

4) With said curve to the right, an arc distance of 265.39 feet, through a central angle of 07°58'55", having a radius of 1,905.00 feet, and a chord that bears South 60°26'44" West, a distance of 265.17 feet to a calculated point, and

5) **South 68°28'36" West**, a distance of **278.87 feet** to a 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set 251.87 feet right of East Wilco Highway E.C.S. 268+50.27 on the proposed east right-of-way line of East Wilco Highway, at the intersection of the existing north right-of-way line of said Chandler Road, described in a deed to Williamson County, Texas in Document No. 2011075347, O.P.R.W.C.TX., with the existing east right-of-way line of County Road 101 (C.R. 101), a variable width right-of-way, as described in a deed to Williamson County, Texas, recorded in Document No. 2011067075, O.P.R.W.C.TX., for the southwest corner of the parcel described herein, from which an iron rod with an aluminum cap stamped "WILCO ROW 5050" found bears South 66°21'42" East a distance of 0.37 feet;

6) **THENCE, North 21°15'00" West**, departing the existing north right-of-way line of said Chandler Road, with the proposed east right-of-way line of said East Wilco Highway, over and across said remainder of a called 50 acre tract, a distance of **811.45 feet** to a 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set 255.45 feet right of East Wilco Highway E.C.S. 276+61.72, for the northwest corner of the parcel described herein and the beginning of a curve to the left;

THENCE, departing the proposed east right-of-way line of East Wilco Highway, with the proposed north right-of-way line of said Chandler Road, over and across said remainder of a called 50 acre tract, the following three (3) courses and distances numbered 7-9:

7) With said curve to the left, an arc distance of 1,139.83 feet, through a central angle of 66°30'17", having a radius of 982.00 feet, and a chord that bears South 78°24'08" East, a distance of 1,076.92 feet to a 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set** 1,157.60 feet right of East Wilco Highway E.C.S. 270+73.60,

8) **North 68°34'19" East**, a distance of **596.76 feet** to a 5/8-inch iron rod with an aluminum cap stamped "Williamson County" set** 1,754.36 feet right of East Wilco Highway E.C.S. 270+72.82, and

9) **South 21° 26'09" East**, a distance of **21.32 feet** to the **POINT OF BEGINNING**, and containing 7.961 acres (346,787 sq. ft.) of land.

This property description is accompanied by a separate plat of even date.

** Unable to set at the time of survey. 5/8" iron rod with an aluminum cap stamped "Williamson County" may be set upon completion of the road construction project under the supervision of a registered professional surveyor.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: U.S. Survey Feet.

THE STATE OF TEXAS §
§ 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.

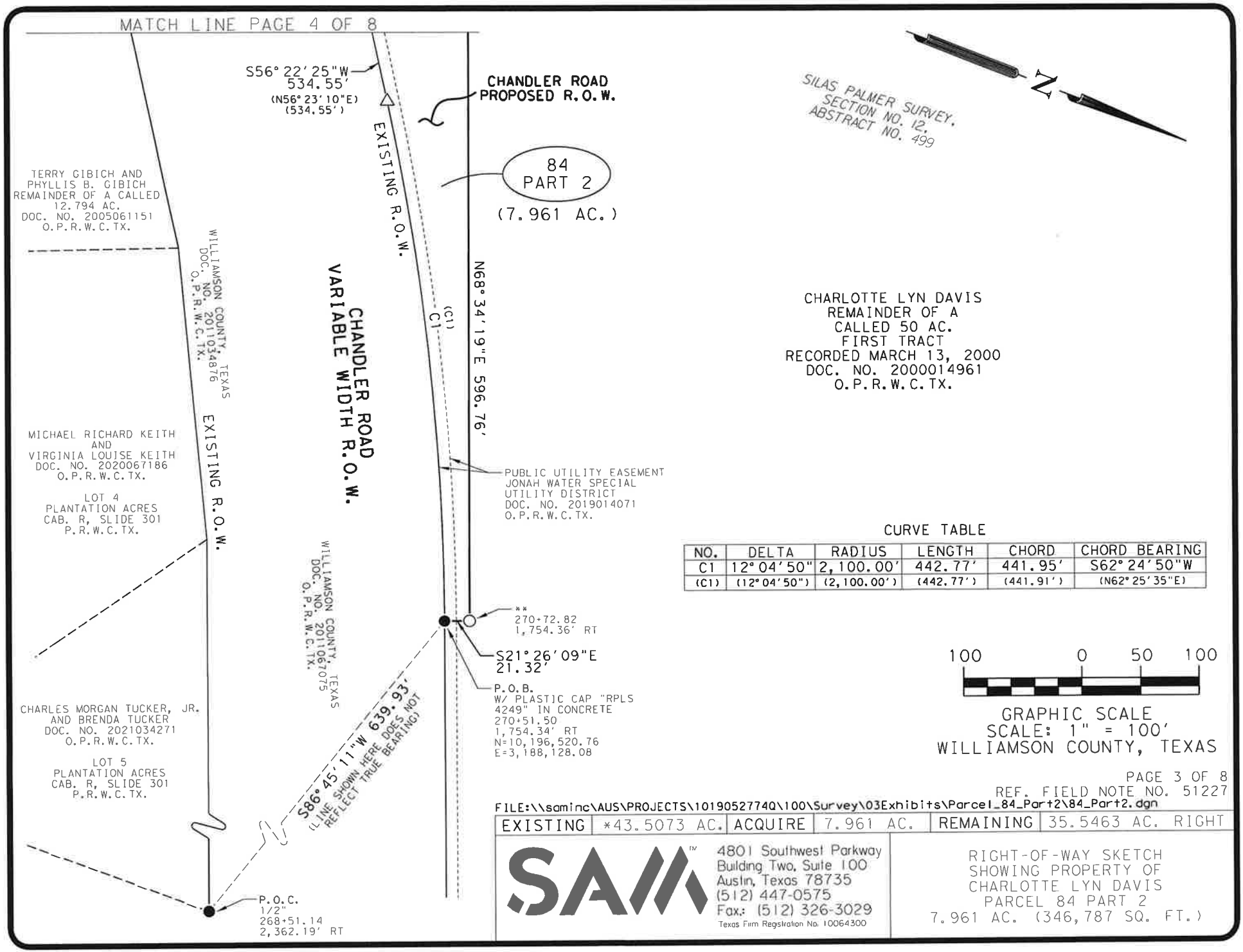
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

Scott C. Brashear 5/30/2025
Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

FN 51227

SAM Job No. 52774Q



CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	12° 04' 50"	2,100.00'	442.77'	441.95'	S62° 24' 50"W
(C1)	(12° 04' 50")	(2,100.00')	(442.77')	(441.91')	(N62° 25' 35"E)

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

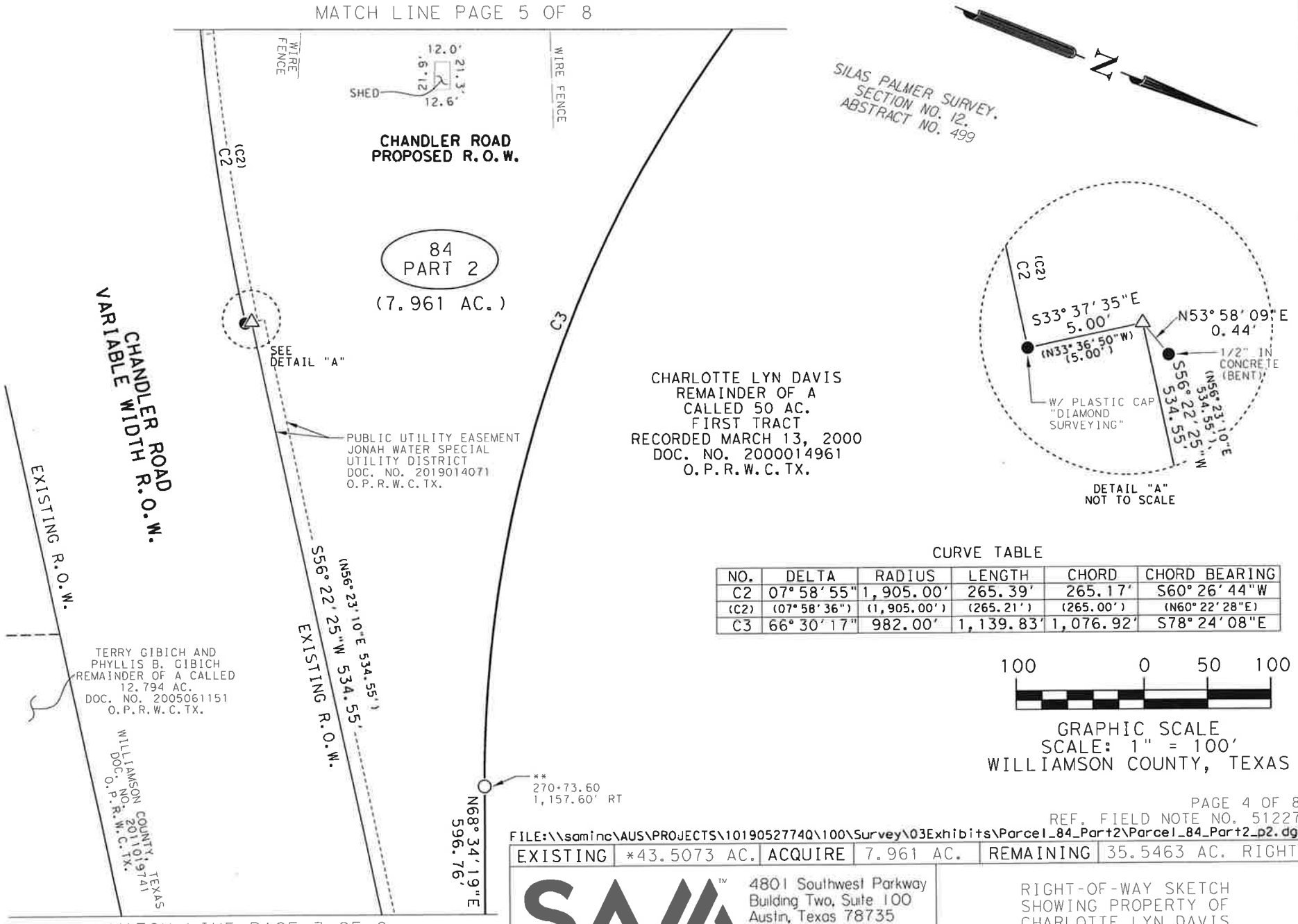
REF. FIELD NOTE NO. 51227

FILE:\\saminc\AUS\PROJECTS\10190527740\100\Survey\03Exhibits\Parcel_84_Part2\84_Part2.dgn

EXISTING	*43.5073 AC.	ACQUIRE	7.961 AC.	REMAINING	35.5463 AC. RIGHT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
CHARLOTTE LYN DAVIS
PARCEL 84 PART 2
7.961 AC. (346,787 SQ. FT.)



DETAIL "A"
NOT TO SCALE

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C2	07° 58' 55"	1,905.00'	265.39'	265.17'	S60° 26' 44"W
(C2)	(07° 58' 36")	(1,905.00')	(265.21')	(265.00')	(N60° 22' 28"E)
C3	66° 30' 17"	982.00'	1,139.83'	1,076.92'	S78° 24' 08"E

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

REF. FIELD NOTE NO. 51227
FILE:\\saminc\AUS\PROJECTS\10190527740\100\Survey\03Exhibits\Parcel_84_Part2\Parcel_84_Part2_p2.dgn

EXISTING	*43.5073 AC.	ACQUIRE	7.961 AC.	REMAINING	35.5463 AC. RIGHT

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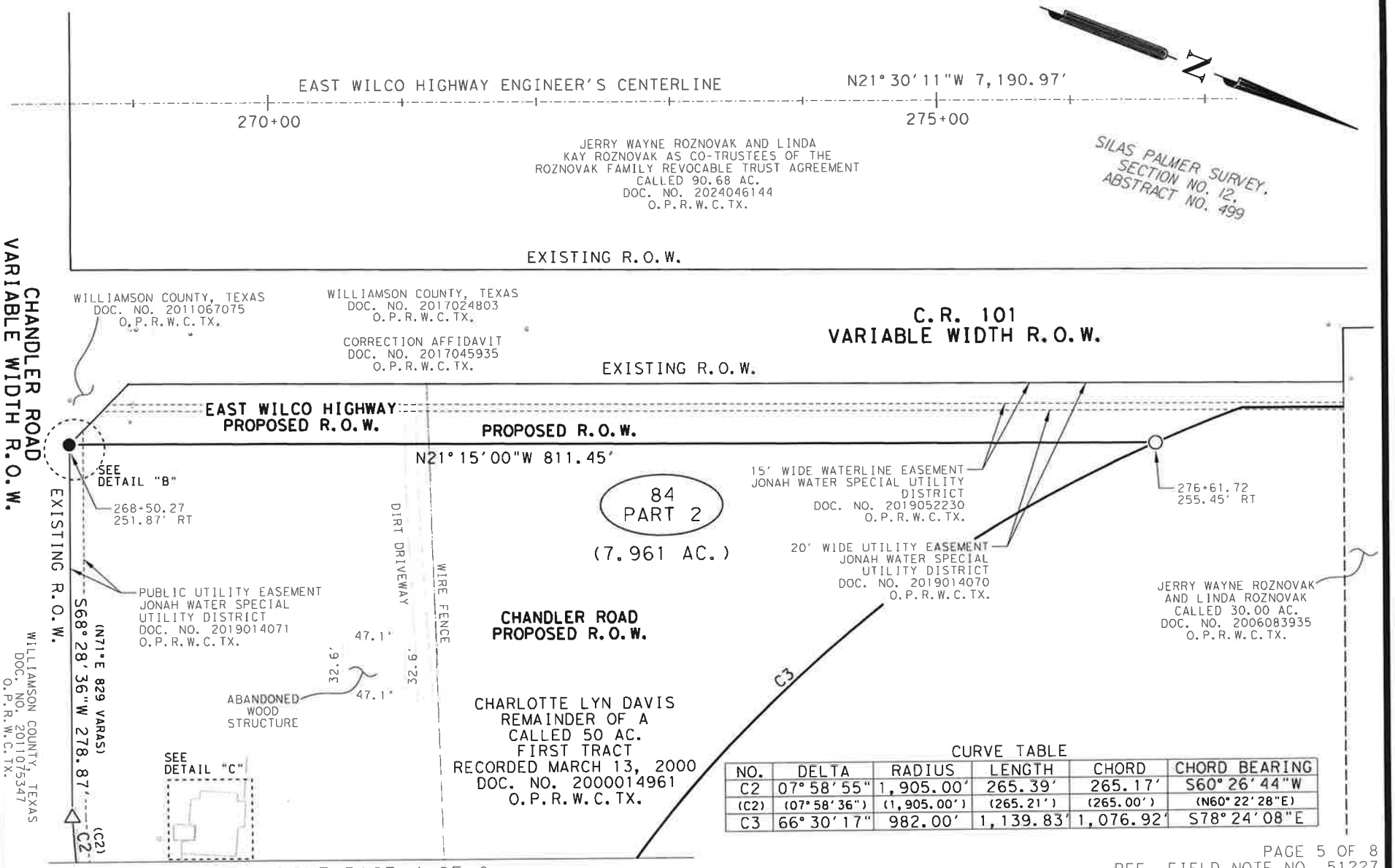

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C2	07°58'55"	1,905.00'	265.39'	265.17'	S60°26'44"W
(C2)	(07°58'36")	(1,905.00')	(265.21')	(265.00')	(N60°22'28"E)
C3	66°30'17"	982.00'	1,139.83'	1,076.92'	S78°24'08"E

MATCH LINE PAGE 4 OF 8

REF. FIELD NOTE NO. 51227

FILE:\\saminc\AUS\PROJECTS\10190527740\100\Survey\03Exhibits\Parcel_84_Part2\84_Part2.dgn

EXISTING	*43.5073 AC.	ACQUIRE	7.961 AC.	REMAINING	35.5463 AC. RIGHT

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

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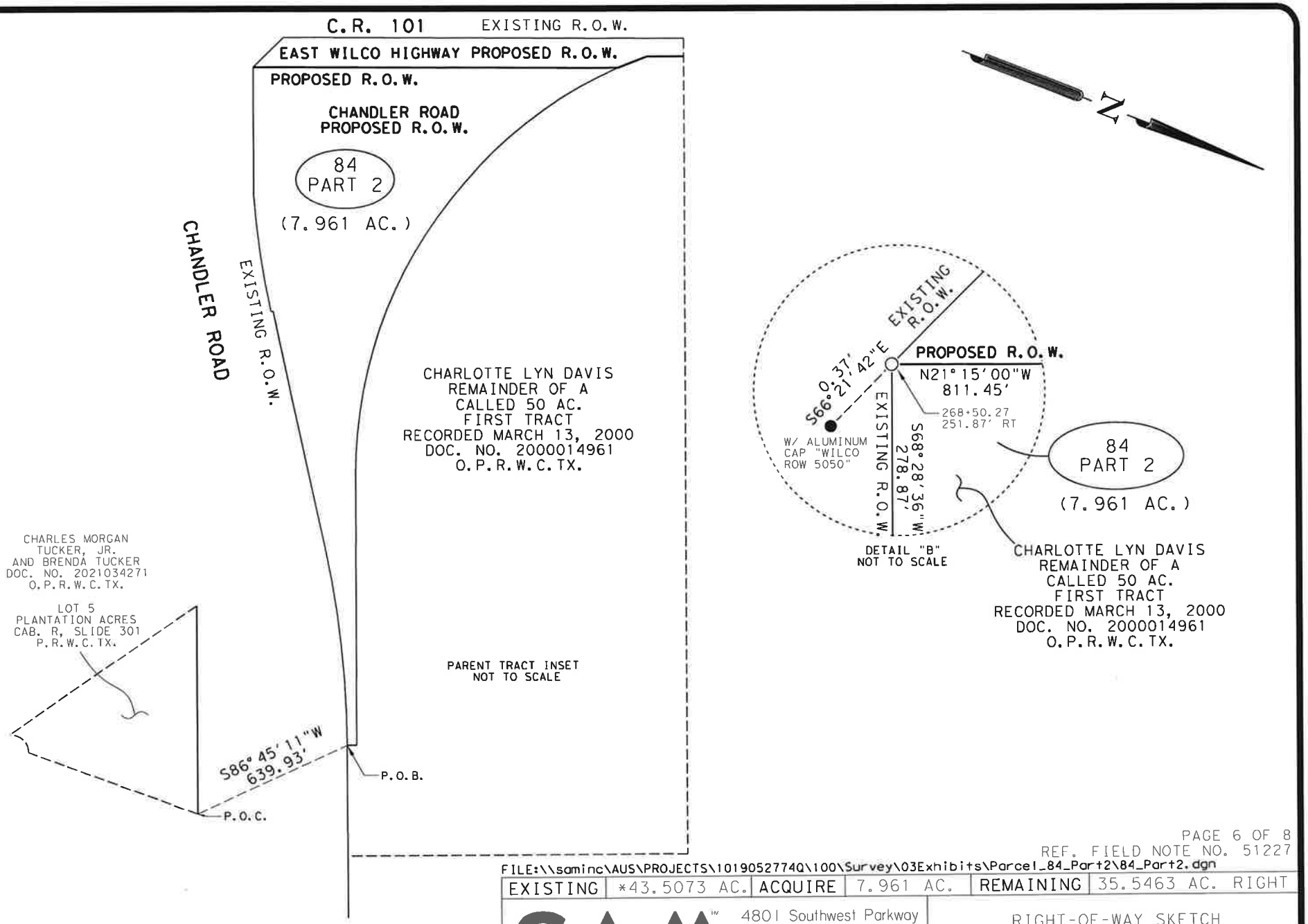
7.961 AC. (346,787 SQ. FT.)



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EXISTING	*43.5073 AC.	ACQUIRE	7.961 AC.	REMAINING	35.5463 AC. RIGHT

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(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
CHARLOTTE LYN DAVIS
PARCEL 84 PART 2
7.961 AC. (346,787 SQ. FT.)

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF GT2403200, ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE OCTOBER 3, 2024, AND ISSUED DATE OCTOBER 11, 2024.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.)

A. EASEMENT DATED FEBRUARY 6, 1941, EXECUTED BY ESTATE OF LOUISE EULENFELD, DECEASED TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 308, PAGE 64, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (LOCATION CANNOT BE DETERMINED FROM INFORMATION PROVIDED, MAY AFFECT)

B. EASEMENT AND RIGHT OF WAY DATED NOVEMBER 22, 1982, EXECUTED BY GRACE E. WALKER TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 1033, PAGE 150, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT THE SUBJECT PARCEL, AND IS NOT SHOWN ON PLAT)

C. RIGHT OF WAY EASEMENT DATED DECEMBER 10, 1996, EXECUTED BY GRACE E. WALKER AND CHARLES MERVIN WALKER TO JONAH WATER SPECIAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 9665888, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (LOCATION CANNOT BE DETERMINED FROM INFORMATION PROVIDED, MAY AFFECT)

D. EASEMENT AND RIGHT OF WAY DATED OCTOBER 10, 2011, EXECUTED BY CHARLOTTE LYN DAVIS TO ONCOR ELECTRIC DELIVERY COMPANY, LLC, RECORDED UNDER DOCUMENT NO. 2011072897, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT THE SUBJECT PARCEL, AND IS NOT SHOWN ON PLAT)

E. PUBLIC UTILITY AND ACCESS EASEMENT AGREEMENT DATED FEBRUARY 14, 2019, EXECUTED BY CHARLOTTE LYN DAVIS TO JONAH WATER SPECIAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2019014070, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT THE SUBJECT PARCEL, AS SHOWN ON PLAT)

F. PUBLIC UTILITY AND ACCESS EASEMENT AGREEMENT DATED FEBRUARY 14, 2019, EXECUTED BY CHARLOTTE LYN DAVIS TO JONAH WATER SPECIAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2019014071, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES AFFECT THE SUBJECT PARCEL, AS SHOWN ON PLAT)

G. WATERLINE EASEMENT DATED MARCH 29, 2019, EXECUTED BY CHARLOTTE LYN DAVIS TO JONAH WATER SPECIAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2019052230, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT THE SUBJECT PARCEL, AS SHOWN ON PLAT)

H. TERMS, PROVISIONS AND STIPULATIONS OF A MEMORANDUM OF PERMANENT EASEMENT AGREEMENT DATED JUNE 26, 2019, EXECUTED BY CHARLOTTE LYN DAVIS TO M2E3 LLC, RECORDED UNDER DOCUMENT NO. 2019061959, OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS, AND AS AMENDED UNDER DOCUMENT NO. 2020118815, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO, IF APPLICABLE)

I. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS OR OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERALS THAT ARE NOT LISTED. (SUBJECT TO, IF APPLICABLE)

J. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF THE GEOTHERMAL ENERGY AND ASSOCIATED RESOURCES BELOW THE SURFACE OF THE LAND, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF THE GEOTHERMAL ENERGY AND ASSOCIATED RESOURCES BELOW THE SURFACE OF THE LAND THAT ARE NOT LISTED. (SUBJECT TO, IF APPLICABLE)

K. ALL VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE. (OWNER'S TITLE POLICY ONLY) (SUBJECT TO, IF APPLICABLE)

L. RIGHTS OF PARTIES IN POSSESSION. (OWNER'S TITLE POLICY ONLY) (NOT SURVEY RELATED)

M. "ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE SURVEY OF THE LAND." (NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY) (SUBJECT TO, IF APPLICABLE)

REF. FIELD NOTE NO. 51227

FILE:\\saminc\AUS\PROJECTS\10190527740\100\Survey\03Exhibits\Parcel_84_Part2\84_Part2.dgn

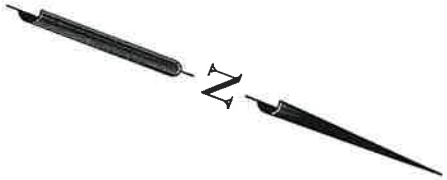
EXISTING	*43.5073 AC.	ACQUIRE	7.961 AC.	REMAINING	35.5463 AC. RIGHT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

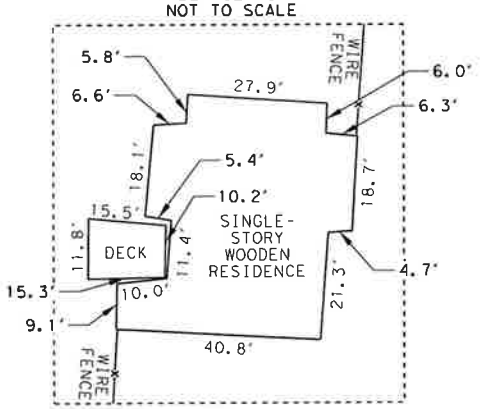
RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
CHARLOTTE LYN DAVIS
PARCEL 84 PART 2
7.961 AC. (346,787 SQ. FT.)

LEGEND

○	5/8" IRON ROD SET WITH AN ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
⊕	MAG NAIL WITH SHINER STAMPED "SAM LLC"
■	TXDOT TYPE I CONCRETE MONUMENT FOUND
⊡	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
●	5/8" IRON ROD FOUND (UNLESS NOTED)
◉	1/2" IRON PIPE FOUND (UNLESS NOTED)
◉	COTTON SPINDLE FOUND
⊕	MAG NAIL FOUND (UNLESS NOTED)
✖	"X" SCRIBED IN CONCRETE FOUND
⬡	FENCE POST (TYPE NOTED)
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.TX.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
R.P.R.W.C.TX.	REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS
----------	DISTANCE NOT TO SCALE
----------	DEED LINE (COMMON OWNERSHIP)
----------	PROPERTY LINE
----------	ABSTRACT/SURVEY LINE
----------	EASEMENT LINE
----------	EXISTING RIGHT-OF-WAY
----------	PARCEL LIMITS



DETAIL "C"
NOT TO SCALE



NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.

2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TEXAN TITLE INSURANCE COMPANY, GF NO. GT2403200, EFFECTIVE DATE OCTOBER 3, 2024, AND ISSUED DATE OCTOBER 11, 2024. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.

3. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC. A TOTAL OF 6.4927 ACRES WERE DEEDED TO WILLIAMSON COUNTY OUT OF THE ORIGINAL CALLED 50 ACRES.

** UNABLE TO SET AT THE TIME OF SURVEY. 5/8" IRON ROD WITH AN ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" MAY BE SET UPON COMPLETION OF THE ROAD CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL SURVEYOR.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Scott C. Brashear — 5/30/2025

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE

REF. FIELD NOTE NO. 51227
FILE:\\saminc\AUS\PROJECTS\10190527740\100\Survey\03Exhibits\Parcel_84_Part2\84_Part2.dgn

EXISTING	*43.5073 AC.	ACQUIRE	7.961 AC.	REMAINING	35.5463 AC. RIGHT

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(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
CHARLOTTE LYN DAVIS
PARCEL 84 PART 2
7.961 AC. (346,787 SQ. FT.)

Exhibit "B"

Parcel 84

DEED

E. Wilco Highway (Segment 6) Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **CHARLOTTE LYN WALKER DAVIS**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 7.961-acre (346,787 square foot) tract of land, out of and situated in the Silas Palmer Survey, Section 12, Abstract No. 499, in Williamson County, Texas, being a portion of the remainder of a called 50-acre tract of land, described as first tract in a deed to Charlotte Lyn Davis, recorded March 13, 2000 in document No. 2000014961, official public records of Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 84 Part 2**);

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 Grantee's proposed roadway project facilities and related appurtenances.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ___ day of _____, 2025.

[signature page follows]

GRANTOR:

_____
CHARLOTTE LYN WALKER DAVIS

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this ___ day of _____, 2025 by Charlotte Lyn Walker Davis, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.L.L.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **72.**

Meeting Date: 09/09/2025

Corridor J Purchase 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 purchase contract with Robert Louis Pinner. Jr. and Leslie Sheridan Ernstmeyer to acquire 1.319 AC needed as right of way for the Corridor J project.

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	09/03/2025 08:14 AM
Form Started By: Don Childs		Started On: 09/02/2025 09:42 AM
Final Approval Date: 09/03/2025		

CORR J

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT ("Contract") is made by **ROBERT LOUIS PINNER, JR. AND LESLIE SHERIDAN ERNSTMEYER** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that 1.319-acre tract (57,468 Square Feet) of land situated in the George Patillo Survey, Abstract No. 505, Williamson County, Texas, being a portion of Lot 17, Block B, The Ranch at Florence, a subdivision of record in Document No. 2011051154, Plat Records, Williamson County, Texas as shown in Exhibit "A".

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property shown in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property interests described in Exhibit "A", any improvements thereon, and any damage to or cost of cure for the remaining property of Seller shall be the sum of EIGHTY-FOUR THOUSAND SEVEN HUNDRED FORTY-THREE and 00/100 Dollars ($84,743.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other good funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of the Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser.

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

ARTICLE V
CLOSING

Closing Date

4.01. The Closing shall be held at the office of Chicago Title Company, 2300 Greenhill Drive Suite 310, Round Rock, Texas on or before September 30, 2025, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as set out in Exhibit "B" attached hereto.

(3) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done, subject to the terms of the Leaseback Agreement.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be

upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by the Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid for by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by the Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default and as otherwise stated herein, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11. This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature page follows]

SELLER:

Robert L. Pinner, Jr (Aug 28, 2025 16:50:45 CDT)

Robert Louis Pinner Jr.

Date: Aug 28, 2025

Address: _____

_____

Sheridan Ernstmeyer

Leslie Sheridan Ernstmeyer

Date: Aug 28, 2025

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT A

County: Williamson
Highway: Corridor J3

PROPERTY DESCRIPTION FOR 1.319 ACRE PARCEL

BEING a 1.319 acre (57,468 square foot) parcel of land, out of the George Patillo Survey, Abstract No. 505, Williamson County, Texas, being a portion of Lot 17, Block B, The Ranch at Florence, a subdivision of record in Document No. 2011051154, Plat Records, Williamson County, Texas, said Lot 17 conveyed to Robert Pinner (Undivided 50% Interest) by Special Warranty Deed with Vendor's Lien dated April 13, 2012, as recorded in Document No. 2012028345, Official Public Records, Williamson County, Texas, and to Leslie Sheridan Ernstmeyer (Undivided 50% Interest) by Special Warranty Deed dated March 1, 2022, as recorded in Document No. 2022027885, Official Public Records, Williamson County, Texas; said 1.319 acre (57,468 square foot) parcel being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod found at the southwest corner of said Lot 17 and said Pinner et al. tract, and the southeast corner of Lot 16, Block B, in said The Ranch at Florence subdivision, said Lot 16 conveyed to Martin Quenga and Malissa Mafnas by Special Warranty Deed with Vendor's Lien, as recorded in Document No. 2013047430, Official Public Records, Williamson County, Texas;

THENCE, North 22°27'41" West, along the west line of said Lot 17 and said Pinner et al. tract, and the east line of said Lot 16 and said Quenga tract, a distance of 350.11 feet to a 5/8-inch iron rod with "McGray McGray" cap set in the proposed south right-of-way line of SH 138 for the POINT OF BEGINNING having Surface Coordinates of N=10,279,204.50, E=3,066,660.97;

1) THENCE, **North 22°27'41" West**, continuing along the west line of said Lot 17 and said Pinner et al. tract, and the east line of said Lot 16 and said Quenga tract, a distance of **152.64 feet** to a 1/2-inch iron rod with "Austin Surveyors" cap found at the northwest corner of said Lot 17 and said Pinner et al. tract, and the northeast corner of said Lot 16 and said Quenga tract, being in the existing south right-of-way line of SH 138 (80 foot width right-of-way);

EXHIBIT A

THENCE, along the north line of said Lot 17 and said Pinner et al. tract, and the existing south right-of-way line of SH 138, the following two (2) courses, numbered 2 and 3:

2) **North 67°33'15" East**, a distance of **232.97 feet** to a Texas Department of Transportation (TxDOT) Type I concrete monument found at the beginning of a curve to the right, and

3) **121.08 feet** along the arc of said curve to the right, having a radius of **914.93 feet**, a delta angle of **07°34'57"**, a chord bearing of **North 71°10'03" East**, and a chord distance of **120.99 feet** to a calculated point at the northeast corner of said Lot 17 and said Pinner et al. tract, and the northwest corner of Lot 18, Block B, in said The Ranch at Florence subdivision, said Lot 18 conveyed to Jamshid Bariji by Special Warranty Deed with Vendor's Lien, as recorded in Document No. 2016056146, Official Public Records, Williamson County, Texas;

4) THENCE, **South 22°46'06" East**, along the east line of said Lot 17 and said Pinner et al. tract, and the west line of said Lot 18 and said Bariji tract, a distance of **168.65 feet** to a 5/8-inch iron rod with "McGray McGray" cap set in the proposed south right-of-way line of SH 138, at the beginning of a curve to the left, from which a 1/2-inch iron rod with "Austin Surveyors" cap found at the southeast corner of said Lot 17 and said Pinner tract, being at an angle point in the west line of said Lot 18 and said Baniji tract, bears South 22°46'06" East, a distance of 350.66 feet;

THENCE, along the proposed south right-of-way line of SH 138, crossing said Lot 17 and said Pinner et al. tract, the following two (2) courses, numbered 5 and 6:

5) **202.92 feet** along the arc of said curve to the left, having a radius of **4,825.00 feet**, a delta angle of **02°24'35"**, a chord bearing of **South 71°53'01" West**, and a a chord distance of **202.91 feet** to 5/8-inch iron rod with "McGray McGray" cap set, and

EXHIBIT A

6) **South 70°40'44" West**, a distance of **152.52 feet** to the POINT OF BEGINNING and containing 1.319 acres (57,468 square feet) of land within these metes and bounds.

The bearings and coordinates are based on the Texas Coordinate System, Central Zone (4203), North American Datum of 1983 (2011), EPOCH 2010. All distances and coordinates shown are surface and may be converted to grid by dividing by a surface adjustment factor of 1.00012.

Access is permitted to the highway facility from the abutting remainder property.

A parcel plat of even date was prepared in conjunction with this property description.

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TRAVIS §

That I, Chris Conrad, 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, this the 28th day of August, 2025 A.D.

SURVEYED BY:

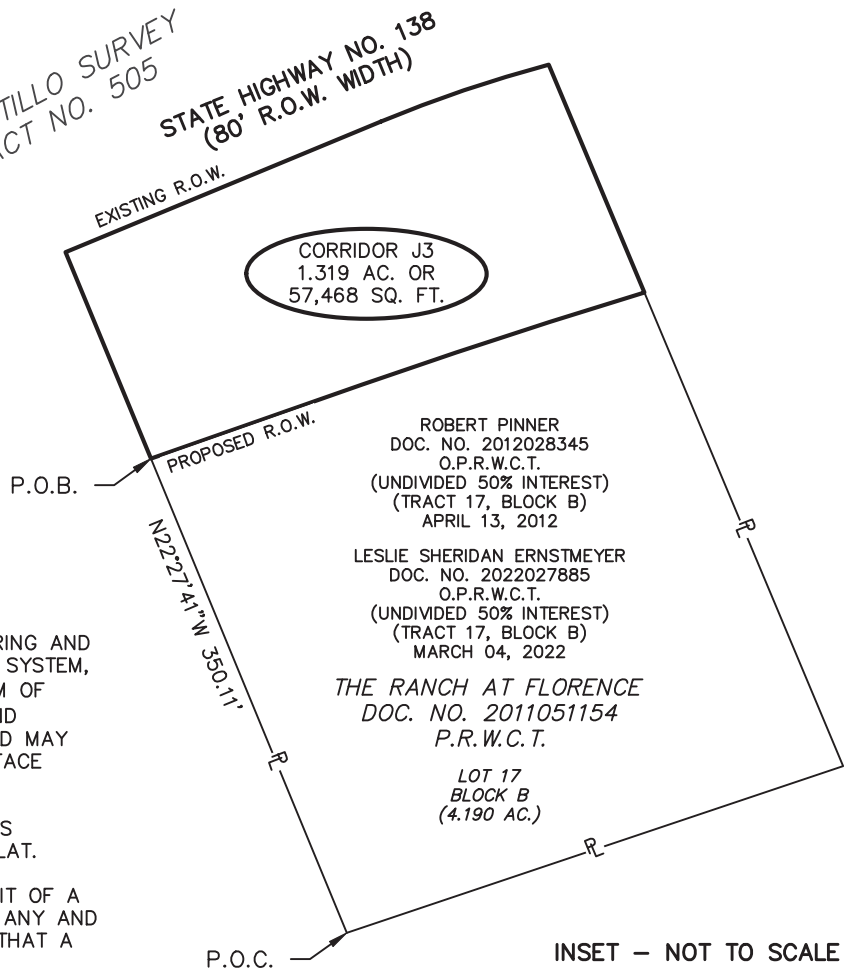
McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500

PRELIMINARY

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

Chris Conrad, Reg. Professional Land Surveyor No. 5623
M:\WILCO~25-109~Corridor J3\Description\1.319 Ac ROW

SURVEY TO ACCOMPANY DESCRIPTION OF 1.319 AC. OR 57,468 SQ. FT. OF LAND OUT OF GEORGE PATILLO SURVEY, ABSTRACT NO. 505 WILLIAMSON COUNTY, TEXAS



INSET – NOT TO SCALE

LEGEND

●	1/2" IRON ROD FOUND (UNLESS NOTED)
■	TYPE I CONCRETE MARKER (BROKEN)
◎	1/2" IRON ROD WITH CAP STAMPED "AUSTIN SURVEYORS" SET
◎	5/8" IRON ROD WITH CAP STAMPED "MCGRAY & MCGRAY" SET
△	CALCULATED POINT
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
℄	PROPERTY LINE
R.O.W.	RIGHT OF WAY
(.....)	RECORD INFORMATION
N.T.S.	NOT TO SCALE
—∿—	DISTANCE NOT TO SCALE

NOTES:
1. THIS PROJECT IS REFERENCED, FOR ALL BEARING AND COORDINATE BASIS, TO THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010.00. ALL DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012.

2. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONNECTION WITH THIS PARCEL PLAT.

3. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND WOULD BE SUBJECT TO ANY AND ALL EASEMENTS, CONDITIONS OR RESTRICTIONS THAT A CURRENT TITLE COMMITMENT MAY DISCLOSE.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

08/27/2025

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 — DATE

REVISIONS	
–	–

AREA TABLE – ACRES (SQUARE FEET)		
SURVEYED AREA	ACQUISITION	REMAINDER
4.190 AC. (182,497 SF.)	1.319 AC. (57,468 SQ. FT.)	2.871 AC. (125,029 SF.)

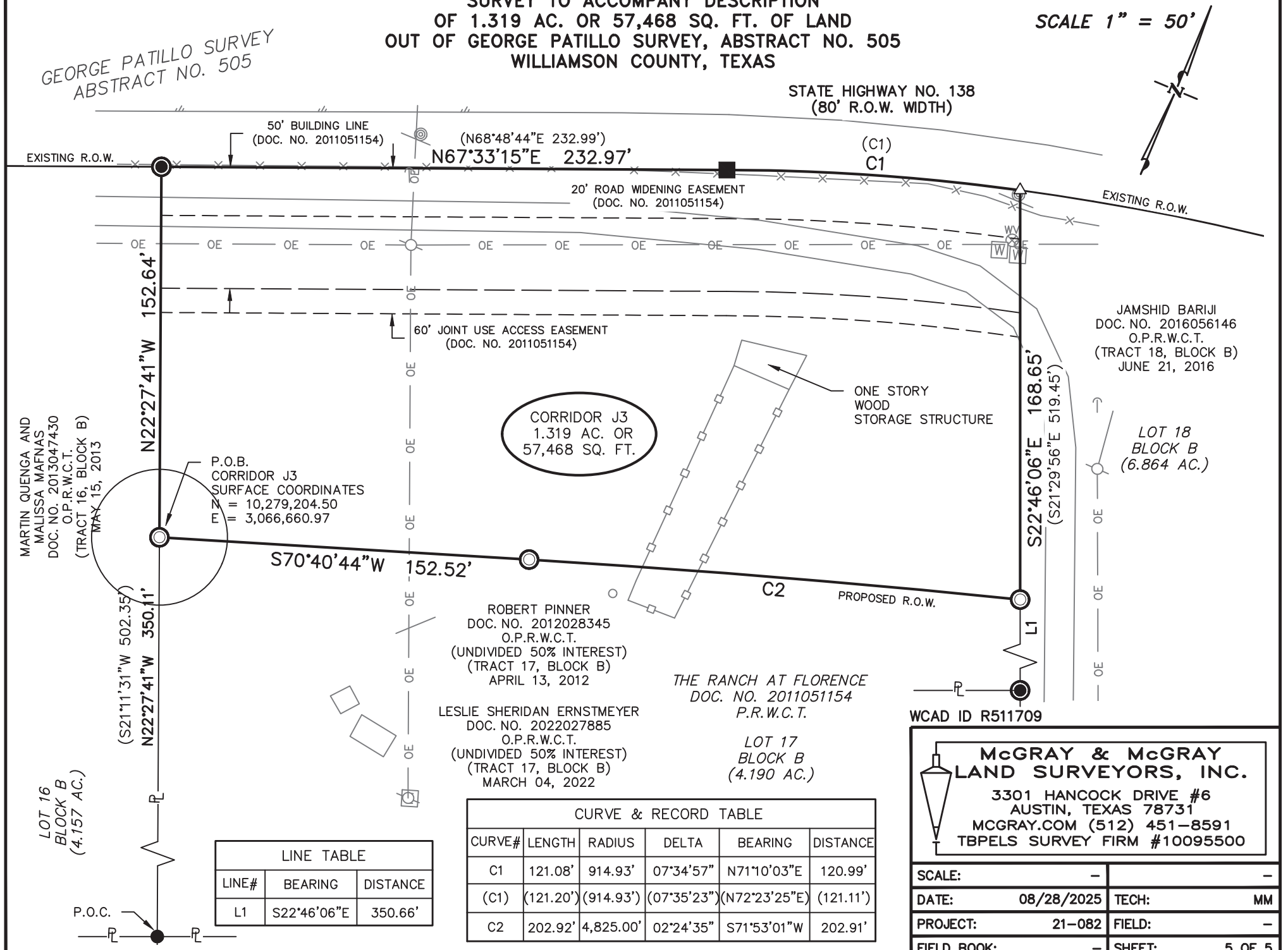
McGRAY & McGRAY LAND SURVEYORS, INC.
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
MCGRAY.COM (512) 451–8591
TBPELS SURVEY FIRM #10095500

SCALE:	–		–
DATE:	08/28/2025	TECH:	MM
PROJECT:	25–109	FIELD:	–
FIELD BOOK:	–	SHEET:	4 OF 5

M:\WILCO~25–109~Corridor J3\Dwg\Parcels\25–109~J3.dwg

SURVEY TO ACCOMPANY DESCRIPTION OF 1.319 AC. OR 57,468 SQ. FT. OF LAND OUT OF GEORGE PATILLO SURVEY, ABSTRACT NO. 505 WILLIAMSON COUNTY, TEXAS

SCALE 1" = 50'



LINE TABLE		
LINE#	BEARING	DISTANCE
L1	S22°46'06"E	350.66'

CURVE & RECORD TABLE					
CURVE#	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	121.08'	914.93'	07°34'57"	N71°10'03"E	120.99'
(C1)	(121.20')	(914.93')	(07°35'23")	(N72°23'25"E)	(121.11')
C2	202.92'	4,825.00'	02°24'35"	S71°53'01"W	202.91'

McGRAY & McGRAY
LAND SURVEYORS, INC.
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
MCGRAY.COM (512) 451-8591
TBPELS SURVEY FIRM #10095500

SCALE:	–		–
DATE:	08/28/2025	TECH:	MM
PROJECT:	21-082	FIELD:	–
FIELD BOOK:	–	SHEET:	5 OF 5

M:\WILCO~25-109~Corridor J3\Dwg\Parcels\25-109~J3.dwg

Exhibit "B"

DEED
Corridor J Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **ROBERT LOUIS PINNER, JR. AND LESLIE SHERIDAN ERNSTMEYER** 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 1.319-acre tract (57,468 Square Feet) of land situated in the George Patillo Survey, Abstract No. 505, Williamson County, Texas, being a portion of Lot 17, Block B, The Ranch at Florence, a subdivision of record in Document No. 2011051154, Plat Records, Williamson County, Texas as shown in Exhibit "A".

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property described in said Exhibit "A" 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 the 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 the proposed Corridor J project.

TO HAVE AND TO HOLD the Property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2025.

[signature page follows]

GRANTORS:

_____
ROBERT LOUIS PINNER, JR.

_____
LESLIE SHERIDAN ERNSTMEYER

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2025 by ROBERT LOUIS PINNER, JR. and LESLIE SHERIDAN ERNSTMEYER, 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
Attn: County Clerk
221 Main Street
Round Rock, Texas 78664

AFTER RECORDING RETURN TO:

Meeting Date: 09/09/2025

E. Wilco Highway Relocation Claim

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 claim for fixed moving expense with Edward Ware related to the right of way acquisition on East Wilco Highway Segment 6 (Parcel 102).

Background

Funding Source: TANS P588

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

claim

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/03/2025 08:14 AM
Form Started By: Don Childs		Started On: 09/02/2025 09:46 AM
Final Approval Date: 09/03/2025		

RIGHT OF WAY OF TEXAS, LLC

3411 Sam Bass Road, Round Rock, Texas 78681
(O) (512) 372.6220

MEMORANDUM
Date: August 28, 2025

TO:
Lisa Dworaczyk
Sheets and Crossfield

FROM:
Danny Jackson
Right of Way of Texas

SUBJECT:
Relocation – Residential Moving Expenses Claim

Project: E. Wilco Hwy, Segment 6
County: Williamson County
Parcel: 102

Enclosed are the required forms and documentation in support of a request for reimbursement of a **Fixed Moving Expense Payment** on behalf of the residential displacee, **Mr. Edward Ware**, for the above-referenced project and parcel.

Mr. Ware was the lawful occupying tenant at this location, and I can confirm that he has vacated the premises and removed all personal property.

Submitted Forms and Documents:

- Claim Form
- Breakdown of Room Count
- Moving Expense Schedule
- Certificate of Eligibility
- W-9
- Contact Notes
- Photographs (before move)
- Photographs (after move)
- Photographs of Vacancy
- Release of Property

Please review the enclosed materials at your convenience. Should you require additional information or clarification, I can be reached at **(512) 922-5930**.

Sincerely,
Danny Jackson
Right of Way of Texas

Docusign Envelope ID: 65B35D90-0DFA-4849-A5BF-CC8E998F26FC

CLAIM FOR FIXED MOVING EXPENSE PAYMENT - INDIVIDUALS AND FAMILIES

1. Name of Claimant(s): EDWARD WARE [redacted]	Parcel No.: 102		County: WILLIAMSON	
			Project: E. WILCO HWY SEG 6	
	4. Occupancy of Property Acquired by Williamson County			
	From (Date): 9-01-23		To (Date of Move): 8-19-25	
	5. Controlling Dates	Mo.	Day	Yr.
	a. First Offer in Negotiations	06	24	2025
2. Address of Property Acquired by State: 10777 E HWY 29 GEORGETOWN, TX 78626	b. Date Property Acquired			
	c. Date Required to Move			
	6. Dwelling:(house, apartment, etc.) ☐ Owner-occupied ☒ Tenant ☐ Furnished ☒ Unfurnished			
Apt. No.:				
3. Address Moved To: [redacted]	(1) Number of Rooms: 6			
	(2) Payment Schedule Amount $ 1,600.00			
	(3) Total Amount of Claim: $ 1,600.00			
Apt. No.:				

7. Payment of this claim in the amount shown in Block 6 (3) is requested. I certify that I have not submitted any other claim for, or received reimbursement or compensation for, any item of expense pursuant to this claim. I further certify that all information shown above is true and correct.

8/26/2025
Date of Claim

Signed by: Edward Ware
BEA4EAA7D641463...
Claimant

Claimant

Spaces Below to be Completed by Williamson County

8. Type occupancy and number of rooms verified prior to move in:

Date: 08/08/2025

By: _____
Signature

9. Vacancy verified on:

Date: 08/19/2025

By: _____
Signature

I certify that I have examined this claim and found it to conform to the applicable laws and regulations governing relocation assistance payments. I further certify the computation of the payment and the information as shown herein is correct. This claim is recommended for payment. This claim is recommended for payment as follows:

Amount of $ 1,600.00

Date

Williamson County Judge

Docusign Envelope ID: 65B35D90-0DFA-4849-A5BF-CC8E998F26FC

Breakdown of Room Count Claim

Print or Type All Information		
Room Description	**Number of Rooms in Unit**	**Number of Rooms in Claim**
Living Room	1	1
Dining Room	1	1
Kitchen		
Family Room		
Bedroom	3	3
Study		
Kitchen-Den		
Living Room-Den		
Den		
Living Room-Dining Room		
Sleeping Room		
Others		
Basement		
Garage	1	1
Storage Room		
Attic		
Total	6	6

Remarks: (Where totals in the two columns differ by line item explain in "Remarks")

Signed Mike Knott DC

Moving Expense Schedules A & B

A. UNFURNISHED UNITS - Occupant owns furniture.					
No. of Rooms	One	Two	Three	Four	Five
Amount	$600	$800	$1,000	$1,200	$1,400
No. of Rooms	Six	Seven	Eight	Each Additional Room	-
Amount	$1,600	$1,750	$1,900	$150	-

B. FURNISHED UNITS - Occupant does not own furniture.	
First Room	Each Additional Room
$400	$50

BR 3
LR 1
DR 1
Garage 1

6 Rooms total

CERTIFICATION OF ELIGIBILITY

Project: E Wilco Hwy Seg 6
Parcel: 102

Displacee: Edward Ware

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☑ Citizens or Nationals of the United States

or

☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Edward Ware
Claimant

Date: 8-8-25

Claimant

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

Claimant

Date:

Contact Notes

Project E. Wilco Hwy, Segment 6
Parcel 102
Name Edward Ware

Date	Comments
	Edward Ware [redacted]
	Mailing address [redacted]
05-29-25	Met with Mr. Ware along with the appraiser for pre-appraisal inspection. I informed Mr. Ware of the possible relocation benefits, and I told him not to move before he contacted me and that I would be back in touch one the initial offer to purchase the parcel had been made to the owner. I told him to call me if he had any questions.
06-24-25 07-01-25	IOL Sent Called Mr. Ware to set up meeting. LM
07-09-25	Called Mr. Ware to set up meeting time LM Edward Ware returned my call, and we set up a time to meet in our office on July 14, 2025.
07-14-25 08-04-25	Due to personal reasons on my part, we had to reschedule meeting. Called Edward Ware to set up time to meet. LM
08-06-25 08-07-25	Sent text to Edward asking him to call me. Edward called me back and we set a time to meet to go over his relocation entitlements and we set meeting for Friday 8-8-25.
08-08-25	Met with Edward Ware and went over his relocation entitlements we discussed his moving options and rental supplement. He said that he was looking for a place at this time and wanted to move a soon as possible.
08-25-25	Completed Rent Supplement and sent to Sheets and Crossfield for review and approval.

08-26-25	Completed claim form for moving expenses and emailed through DocuSign to Edward.

Docusign Envelope ID: 65B35D90-0DFA-4849-A5BF-CC8E998F26FC

RIGHT OF WAY OF TEXAS, LLC
3411 Sam Bass Road, Round Rock, TX 78681
(O) (512) 372.6220 (F) (512) 372.6221

PROJECT: E. Wilco Hwy Segment 6
PARCEL: 102
COUNTY: Williamson

RELEASE OF PROPERTY

This is to notify Williamson County that Edward Ware has vacated the property described as parcel 102 on the above referenced project, and relinquish all rights to the property, real or personal, left on this parcel.

Signed by:
Edward Ware
BFA4EAA7D641463...

Displacee Signature

Edward Ware

Displacee Name, Printed

8/26/2025

Date

Commissioners Court - Regular Session **74.**

Meeting Date: 09/09/2025

North Barker Letter 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 a letter agreement with the Stiles Farm Foundation for the North Barker street project.

Background

Funding source TANS P588

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/03/2025 08:28 AM
Form Started By: Don Childs		Started On: 09/02/2025 09:57 AM
Final Approval Date: 09/03/2025		

Docusign Envelope ID: F1F04B3F-2F40-4927-A7AF-74874BFCE7F1

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-738-8725 (D) • fax 512-255-8986

don@scrrlaw.com

July 14, 2025

Via e-mail emotter@tamus.edu
Stiles Farm Foundation
c/o Eric D. Motter
System Land Management Office
The Texas A&M University System
301 Tarrow St., 6th Floor
College Station, Texas 77840

Re: Williamson County/City of Thrall—North Barker emergency access
Parcel No.: Stiles Farm Foundation

Dear Eric:

Please allow this letter to set out my understanding regarding our Agreement for the acquisition of a private road easement by Williamson County, Texas ("County") on behalf of the City of Thrall ("City") in and across a portion of the Stiles Farm Foundation ("Owner") property required as part of the County's proposed improvements to emergency access and drainage at North Barker Street ("Project").

By execution of this letter the parties agree as follows:

1. In return for Owner's delivery to City of a fully executed and acknowledged Easement Agreement (Private Road) ("Easement") in and to 0.4476 acre (19,499 SF) of land, and in the form as set out in Exhibit "A" attached hereto and incorporated herein, County shall pay Owner the sum of **$3,800.00** in cash or other good funds.

2. If requested by County, the Closing and completion of this transaction shall take place at Longhorn Title Company ("Title Company") within thirty (30) days after full execution of this Agreement, or at other date and time agreed to between the parties.

Upon request, Owner shall provide reasonable assistance, at no cost to Owner, to cause the Title Company to issue a policy of title insurance, with standard printed exceptions, to City in completion of this transaction. County shall be responsible for all fees and costs associated with this transaction, except that each party shall be responsible for any attorney's fees they incur. Owner will assist County and Title Company with any

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reasonable curative measures or mortgage lien consent or subordination required as a condition of the Closing to the extent permitted by law and state constitution, at the expense of the County.

If this meets with your understanding, please execute this letter where indicated and return it to me, and we will have this approved and signed by the County and process this for payment and Closing as quickly as possible.

Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,

Don Childs
Sheets & Crossfield, PLLC

AGREED BY OWNER:

BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM, an agency of the State of Texas

DS JRS

DocuSigned by:
Phillip Ray
113C3A11E0BB4F2...

By: _____

PHILLIP RAY
Vice Chancellor of Business Affairs
The Texas A&M University System

APPROVED AS TO FORM:

DocuSigned by:
C483CE0A4E3F421...

JOSEPH A. BROWN
Assistant General Counsel (Oil & Gas)
Office of General Counsel
The Texas A&M University System

Docusign Envelope ID: F1F04B3F-2F40-4927-A7AF-74874BFCE7F1

ACCEPTED AND AGREED:

WILLIAMSON COUNTY, TEXAS

By:_____
Steven Snell
County Judge

Date:_____

Docusign Envelope ID: F1F04B3F-2F40-4927-A7AF-74874BFCE7F1

EXHIBIT “A” FORM OF EASEMENT FOLLOWS

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

EASEMENT AGREEMENT

(Private Road)

1. Grant of Easement. The **BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM** acting in its capacity as Trustee of the Stiles Farm Foundation, as grantor ("**GRANTOR**"), on behalf of the State of Texas, acting by and through its duly authorized officer, under authority of System Policy 41.01, and by virtue of authority granted to the Board of Regents of the Texas A&M University System by Texas Education Code §85.26, for ten dollars ($10) and other good and valuable consideration, hereby **GRANTS**, **BARGAINS**, **SELLS**, and **CONVEYS** to **CITY OF THRALL, TEXAS**, as grantee ("**GRANTEE**"), its permitted successors and assigns, a non-exclusive right-of-way easement (the "Easement"). The Easement is 0.4476 acres (19,499 square feet) in area for roadway access purposes over, on and across certain property of **GRANTOR** (the "Property"), located in Williamson County, Texas, more particularly described by metes and bounds in Exhibit "A" attached hereto and made part of this Easement Agreement (this "Agreement").

2. Purpose and Location of Easement. The Easement is granted solely for the purpose of emergency or oversize vehicle and local access traffic temporary ingress and egress along with maintaining, repairing, replacing, rebuilding, and operating a private access roadway (the "Road") on the Property. The term "Road" as used in this Agreement shall mean the paved or otherwise improved road surface, curb, gutter and surface drainage facilities for a private street, emergency or oversize vehicle and local access traffic temporary crossing, but shall not include the right to install utilities, or grant others the right to install utilities, or to use the subsurface for any purpose, unless such right is granted by **GRANTOR** to **GRANTEE** by separate easement. A plat and plan of the Property showing the surface area affected by the Easement and the location and proposed construction design specification of the Road and **GRANTEE**'s right-of-way is depicted in the plans shown on Exhibit "B" ("Road Plans") attached hereto and made part of this Agreement.

3. Right of Access. **GRANTEE** has the right of ingress and egress across the Easement for the purpose of accessing, maintaining, repairing, replacing, rebuilding, and operating the Road. **GRANTEE** agrees to occupy the surface of the Property only to the extent and for the length of time necessary for maintaining, repairing, replacing, and rebuilding the Road for the private use of temporary emergency or oversize vehicular and local traffic only. Any gate or opening used by **GRANTEE** for ingress or egress in the exercise of its rights must be kept in proper condition and closed at all times.

4. Duties. During the term of this Agreement, if **GRANTEE** damages or destroys any fence, road, bridge, culvert, building, or other improvement, or any property (real or personal), other than its own property or as shown in the Road Plans, **GRANTEE** must, within a reasonable period of time, repair or replace the improvement or property to the extent that such improvement or property will, as nearly as practicable, be in like condition as before such damage or destruction. In lieu of repairing or replacing, **GRANTOR** may, at its option, require

EXHIBIT

Docusign Envelope ID: F1F04B3F-2F40-4927-A7AF-74874BFCE7F1

that **GRANTEE** pay money damages, including without limitation, those damages incurred as a result of **GRANTEE** or its agents or employees entering or departing the Property, or by reason of being present on the Property. If **GRANTEE** removes any materials or structures, it will fix and level as required by **GRANTOR** the land affected so that the Property will be as nearly as possible in the same condition as it was before **GRANTEE** entered on the Property. **GRANTEE** must remove all surplus backfill material, felled trees and other debris caused by its activities on the Property. Prior to any subsequent alteration or additional construction, **GRANTEE** agrees to notify **GRANTOR**, in the same manner as set forth above, five (5) business days prior to commencement of such activities. **GRANTEE** agrees to cooperate with **GRANTOR's** personnel in conducting an onsite inspection to assess damages resulting from **GRANTEE's** activities.

5. No Fee Interest Granted. This is a grant of a nonexclusive right-of-way easement for roadway access purposes only, and does not grant any fee interest to the surface, subsurface, or any interest in the minerals on or under the Property. The conveyance is made subject to any and all outstanding restrictions, reservations, covenants, conditions, easements and other encumbrances filed of record or apparent on the ground. **GRANTOR** expressly retains all rights to grant, control and renew all easements, of every kind and character, on, over or under the Property.

6. Duration of Easement. In accordance with Texas Education Code §85.26(c), this grant is for a term of ten (10) years and may be renewed for additional consideration only at the election of **GRANTOR**. **GRANTEE** agrees to provide **GRANTOR** written notice requesting renewal of the term at least six (6) months prior to the expiration date of this Easement. **GRANTOR** will respond in writing indicating whether the term will be renewed. **GRANTEE** expressly understands that its continued possession of the Property under this Agreement after expiration of its term, without first obtaining a renewal from **GRANTOR**, is a violation of state law that subjects **GRANTEE** to a penalty of One Hundred Dollars ($100) for each day of such violation. **GRANTEE** agrees to pay **GRANTOR** such penalty within ten (10) business days after receipt of notice from **GRANTOR** sent in compliance with Section 14 of this Agreement.

7. Removal of Equipment and Improvements. Provided all obligations to **GRANTOR** under this Agreement are fully satisfied, unless otherwise directed by **GRANTOR** in writing, **GRANTEE** shall remove any of its above-ground equipment and improvements from the Property within sixty (60) calendar days following the date of termination or abandonment of the Easement granted by this Agreement. If removal causes injury to the Property or to any improvements of **GRANTOR**, **GRANTEE** will restore the Property or improvements or, at **GRANTOR's** option, pay for such damage within sixty (60) calendar days after completion of such removal. If **GRANTEE** fails to remove the above-ground equipment and improvements within the time set forth in this paragraph, **GRANTOR** shall have the right to retain the equipment and improvements or remove and dispose of same and collect on demand all costs of removal and disposal from **GRANTEE**, plus interest at the lesser of ten percent (10%) per annum or the highest rate permitted by Texas law from the date such costs are incurred until the date of payment.

EXHIBIT

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8. Nonexclusive Easement. The Easement is nonexclusive. **GRANTOR** reserves for **GRANTOR** and **GRANTOR's** successors and assigns the right to full use and enjoyment of the Property and the right to convey the Property or other rights or easements to others, so long as such use or conveyance does not unduly interfere with **GRANTEE's** use.

9. Hold Harmless. TO THE EXTENT ALLOWED BY LAW, **GRANTEE AGREES TO INDEMNIFY AND HOLD GRANTOR HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, AND CAUSES OF ACTION FOR PERSONAL INJURY OR DEATH AND/OR DAMAGE TO OR DESTRUCTION OF PROPERTY OR IMPROVEMENTS CAUSED BY, ARISING OUT OF, OR RESULTING FROM THE EXERCISE OF RIGHTS GRANTED TO GRANTEE, ITS EMPLOYEES, AGENTS, OR OTHER PERSONS ACTING UNDER GRANTEE'S DIRECTION. GRANTEE FURTHER AGREES TO PAY ALL EXPENSES, COSTS, AND ATTORNEYS' FEES ASSOCIATED WITH SUCH CLAIMS, DEMANDS, LIABILITIES, AND CAUSES OF ACTION, AS WELL AS THOSE INCURRED BY GRANTOR IN THE ENFORCEMENT OF THIS INDEMNITY PROVISION.**

10. Antiquities. **GRANTEE IS EXPRESSLY PLACED ON NOTICE OF THE NATIONAL HISTORICAL PRESERVATION ACT OF 1966 (PB-89-66, 80 STATUTE 915; 16 U.S.C.A. §470) AND THE ANTIQUITIES CODE OF TEXAS, CHAPTER 191, TEX. NAT. RES. CODE ANN. BEFORE BREAKING GROUND AT THE PROPERTY, GRANTEE MUST NOTIFY THE TEXAS HISTORICAL COMMISSION ("THC"). AN ARCHEOLOGICAL SURVEY, AT GRANTEE's SOLE COST AND EXPENSE, MIGHT BE REQUIRED BY THE THC BEFORE CONSTRUCTION OR INSTALLATION OF ANY IMPROVEMENTS CAN COMMENCE. FURTHER, IN THE EVENT THAT ANY SITE, OBJECT, LOCATION, ARTIFACT OR OTHER FEATURE OF ARCHEOLOGICAL, SCIENTIFIC, EDUCATIONAL, CULTURAL OR HISTORIC INTEREST IS ENCOUNTERED DURING THE ACTIVITIES AUTHORIZED BY THIS EASEMENT, GRANTEE WILL IMMEDIATELY CEASE SUCH ACTIVITIES AND WILL IMMEDIATELY NOTIFY GRANTOR SO THAT ADEQUATE MEASURES MAY BE UNDERTAKEN BY GRANTEE TO PROTECT OR RECOVER SUCH DISCOVERIES OR FINDINGS, AS APPROPRIATE**. **GRANTOR** will not be liable for any costs of **GRANTEE**, **GRANTEE's** contractors, subcontractors or any other person or entity as a result of any encounter described in this Section 10.

11. Use and Maintenance of Property; Compliance. **GRANTEE** will not commit or suffer to be committed waste upon the Property. **GRANTEE** shall maintain, repair, replace, and/or rebuild the Road and shall keep the Property, the improvements, and its equipment in good working order and repair and in a clean, safe, and healthful condition. Before breaking ground and during the term of this Agreement, **GRANTEE** shall comply with and obtain any permits or licenses which may be required by federal, state or local statute in connection with the use of the Property, including but not limited to the Antiquities Code of Texas, Chapter 191 of the Texas Natural Resources Code. **GRANTEE** agrees that title to all archaeological objects and artifacts, if any, discovered in or on the Property shall remain with **GRANTOR**.

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12. Hazardous Waste. **GRANTEE** will not use the Property or permit the Property to be used so as to cause, suffer, or allow any contamination of soils, ground water, surface water, or natural resources on or adjacent to the Property resulting from, but not limited to, spills or leaks of oil, gasoline, hazardous materials, hazardous wastes, or other chemical compounds. **GRANTEE** is solely responsible for cleanup of any contamination resulting from violation of this provision.

IF THE PRESENCE OF HAZARDOUS MATERIALS ON THE PROPERTY IS CAUSED OR PERMITTED BY GRANTEE AND SUCH MATERIALS RESULT IN CONTAMINATION OF THE PROPERTY OR IF CONTAMINATION OF THE PROPERTY BY HAZARDOUS MATERIAL OTHERWISE OCCURS AND IS RELATED TO GRANTEE'S USE, THEN GRANTEE SHALL INDEMNIFY, DEFEND, AND HOLD GRANTOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, JUDGMENTS, DAMAGES, PENALTIES, FINES, COSTS, LIABILITIES, OR LOSSES (INCLUDING DIMINUTION IN VALUE OF THE PROPERTY, DAMAGES FOR THE LOSS OF OR RESTRICTION ON USE OF THE PROPERTY OR OF ANY AMENITY OF THE PROPERTY, AND SUMS PAID IN SETTLEMENT OF CLAIMS, ATTORNEYS' FEES, CONSULTANTS' FEES AND EXPERTS' FEES) WHICH ARISE DURING OR AFTER THE EASEMENT TERM AS A RESULT OF SUCH CONTAMINATION. THIS INDEMNIFICATION OF GRANTOR BY GRANTEE INCLUDES COSTS INCURRED IN CONNECTION WITH ANY INVESTIGATION OF SITE CONDITIONS AND ANY CLEANUP, REMEDIAL, REMOVAL, OR RESTORATION WORK REQUIRED BY ANY FEDERAL, STATE, OR LOCAL GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISION BECAUSE OF THE PRESENCE OF HAZARDOUS MATERIAL.

13. Default and Termination. It is agreed that upon default by **GRANTEE** of any of the covenants and conditions set forth in this Agreement, **GRANTOR** has the right, and such right is expressly reserved, to declare the Easement forfeited, without prejudice to any claim **GRANTOR** may have against **GRANTEE**; provided, however, **GRANTOR** will give **GRANTEE** written notice of its intention to terminate the Easement and the reasons for termination, and, except as otherwise provided in Section 21, **GRANTEE** will have thirty (30) calendar days after receipt of notice to rectify the default or violation. Upon timely correction, as determined by **GRANTOR** in its sole discretion, the Easement will remain in full force and effect. Termination or abandonment of the Easement for any cause is automatic and all rights granted revert to **GRANTOR** without the necessity of any further action or suit on the part of **GRANTOR**. Upon termination or abandonment, **GRANTEE** agrees to file a Release of Easement in the Deed Records of the County in which the Property is located, but if it fails to do so within ten (10) days following termination or abandonment, then **GRANTOR** shall have the right to file the Release of Easement.

14. Notices. Any notices required or permitted under this Agreement must be in writing and will be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by

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email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. The parties may change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

GRANTOR: The Texas A&M University System
Attn: System Energy Resource Office
301 Tarrow St., Suite 262
College Station, Texas 77840-7896
Phone: (979) 458-2388
Email: energy@tamus.edu

With copy to: The Texas A&M University System
Office of General Counsel
Attn: Managing Counsel, Property & Construction
301 Tarrow St., 6th Floor
College Station, Texas 77840-7896
Phone: (979) 458-6120
Email: property@tamus.edu

GRANTEE: City of Thrall
Attn: City Clerk
104 Main Street
P.O. Box 346
Thrall, Texas 76578
Phone: (512) 898-5306
Email: cityclerk@cityofthrall.com

15. Waiver. The failure of **GRANTEE** or **GRANTOR** to insist in any one or more instances on a strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment of such covenants in future instances, but the same shall continue and remain in full force and effect.

16. Privileges and Immunities. **GRANTEE** acknowledges that **GRANTOR** is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by **GRANTOR** of its right to claim exemptions, privileges, and immunities as may be provided by law.

17. Governing Law and Venue. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance**,** breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Texas Education Code §85.18, venue for any suit filed against **GRANTOR** shall be in Brazos County, Texas.

EXHIBIT

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18. Grammatical Interpretation. When the singular number is used, it also includes the plural, and the masculine gender includes the feminine and neuter gender.

19. Headings. Headings are for reference and will not be construed to limit or alter the meaning of the provisions of this Agreement.

20. Saving Clause. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will remain in full force and effect and will not be affected, impaired or invalidated.

21. Assignment. **GRANTEE** may not sell, assign, encumber or convey the Easement without the prior written consent of **GRANTOR**. Any such sale, assignment, encumbrance or conveyance may be subject to payment to **GRANTOR** of an administrative fee. If **GRANTEE** attempts to sell, assign, encumber or convey the Easement without **GRANTOR's** prior written consent, **GRANTOR** may, in its sole discretion, terminate this Agreement upon written notice to **GRANTEE**.

22. Successors and Assigns. This Agreement and each and all of its covenants, obligations, and conditions shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and permitted assigns of the parties.

23. Force Majeure. Neither **GRANTOR** nor **GRANTEE** will be in default in the performance of its obligations, if such performance is prevented or delayed by Force Majeure; provided, the party claiming such Force Majeure notifies the other party of the occurrence within ten (10) calendar days and promptly commences, diligently pursues and takes all reasonable actions to limit the effects of such Force Majeure. Force Majeure is any cause which is beyond the reasonable control of the party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind, flood, or because of any law, order, proclamation, regulation, or ordinance of the State or Federal government or any subdivision thereof.

24. Entire Agreement. This Agreement constitutes the complete agreement of the parties and supersedes any prior understanding or agreement, written or oral, between them regarding the issues covered by this Agreement. This Agreement may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto or their permitted successors or assigns.

25. Effective Date. This Agreement is deemed to be in force as of the ___ day of _____, 2025.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

EXHIBIT

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BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM, an agency of the State of Texas

By: _____
PHILLIP RAY
Vice Chancellor of Business Affairs
The Texas A&M University System

APPROVED AS TO FORM:

_____
JOSEPH A. BROWN
Assistant General Counsel (Oil & Gas)
Office of General Counsel
The Texas A&M University System

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

This instrument was acknowledged before me this ___ day of _____, 2025 by **PHILLIP RAY,** Vice Chancellor of Business Affairs of The Texas A&M University System, on behalf of the Board of Regents of The Texas A&M University System, an agency of the State of Texas.

_____
Notary Public in and for the State of Texas

EXHIBIT

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TERMS AND CONDITIONS EXPRESSLY ACKNOWLEDGED AND ACCEPTED:

CITY OF THRALL, TEXAS

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me this ___ day of _____, 2025, by _____ as _____ for the **CITY OF THRALL**, **TEXAS,** on behalf of said municipality.

_____
Notary Public in and for the State of Texas

EXHIBIT

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EXHIBIT "A"

0.4476 Acre Access Easement
Reason Green Survey, Abstract No. 268
Williamson County, Texas

DESCRIPTION FOR 0.4476 ACRE ACCESS EASEMENT

BEING a 0.4476 of one acre (19,499 square foot) easement, out of the Reason Green Survey, Abstract No. 268, Williamson County, Texas, being a portion of the remainder of that tract described as 1,626 acres (Tract 1) conveyed to The Stiles Farm Foundation by Executor's Deed dated August 15, 1963, as recorded in Volume 1734, Page 409, Deed Records, Williamson County, Texas; said 0.4476 of one acre easement being more particularly described by metes and bounds as follows:

BEGINNING at a calculated point at the northwest corner of this easement, being in the west line of the remainder of said 1,626 acre The Stiles Farm Foundation tract, and the east line of Lot 1, Block 1, Black and Baker Addition, a subdivision of record in Cabinet A, Slide 101, Plat Records, Williamson County, Texas, said POINT OF BEGINNING having Surface Coordinates of N=10,194,135.91, E=3,252,769.14, from which a 1/2-inch iron rod with "Triad" cap found at the southwest corner of that tract described as Lots 8, 9 and the East 14 feet of Lot 10, Block 1, in said Black and Baker Addition, conveyed to Lori S. Ojeda and Joel H. Ojeda by General Warranty Deed, as recorded in Document No. 2023086581, Official Public Records, Williamson County, Texas, being in the existing north right-of-way line of North Barker Street (varying width right-of-way), bears South 21°53'49" East 11.99 feet, and South 66°44'41" West 238.23 feet;

1) THENCE, along the north line of this easement, crossing the remainder of said 1,626 acre The Stiles Farm Foundation tract, **North 68°06'11" East 60.00 feet** to a calculated point at the northeast corner of this easement;

2) THENCE, along the east line of this easement, crossing the remainder of said 1,626 acre The Stiles Farm Foundation tract, **South 21°53'49" East 324.98 feet** to a calculated point at the southeast corner of this easement;

3) THENCE, along the south line of this easement, crossing the remainder of said 1,626 acre The Stiles Farm Foundation tract, **South 68°06'11" West 60.00 feet** to a calculated point at the southwest corner of this easement;

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4) THENCE, along the west line of this easement, crossing and along the west line of the remainder of said 1,626 acre The Stiles Farm Foundation tract, along the easterly terminus of South Barker Street (varying width right-of-way), **North 21°53'49" West 34.63 feet** to a 1/2-inch iron rod with "Bryan Tech Services" cap found in the existing north right-of-way line of South Barker Street, being the southeast corner of that tract described as 0.311 of one acre conveyed to Rosa M. Prather and Tracy Chavana by Warranty Deed, as recorded in Document No. 2018015752, Official Public Records, Williamson County, Texas;

5) THENCE, continuing along the west line of this easement and the remainder of said 1,626 acre The Stiles Farm Foundation tract, along the east line of said 0.311 of one acre Prather et al. tract, **North 21°53'49" West 145.04 feet** a 1/2-inch iron rod with "Bryan Tech Services" cap found at the northeast corner of said 0.311 of one acre Prather et al. tract, being the southeast corner of Black and Baker Addition subdivision;

6) THENCE, continuing along the west line of this easement and the remainder of said 1,626 acre The Stiles Farm Foundation tract, along the east line of Black and Baker Addition subdivision, and along the easterly terminus of North Braker Street, **North 21°53'49" West 145.31 feet** to the POINT OF BEGINNING and containing 0.4476 of one acre (19,499 square feet) of land within these metes and bounds.

Bearing Basis Note

The bearings described herein are based on the Texas Coordinate System, Central Zone (4203), NAD83 (2011) EPOCH 2010.00.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6
Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500

07/11/2025

Chris Conrad, Reg. Professional Land Surveyor No. 5623 Date

Note: There is a plat to accompany this description.
M:\WILCO~25-075~North Barker St\Description\0.4476 Ac Access Esmt
Issued 07/11/2025

WCAD ID R373625

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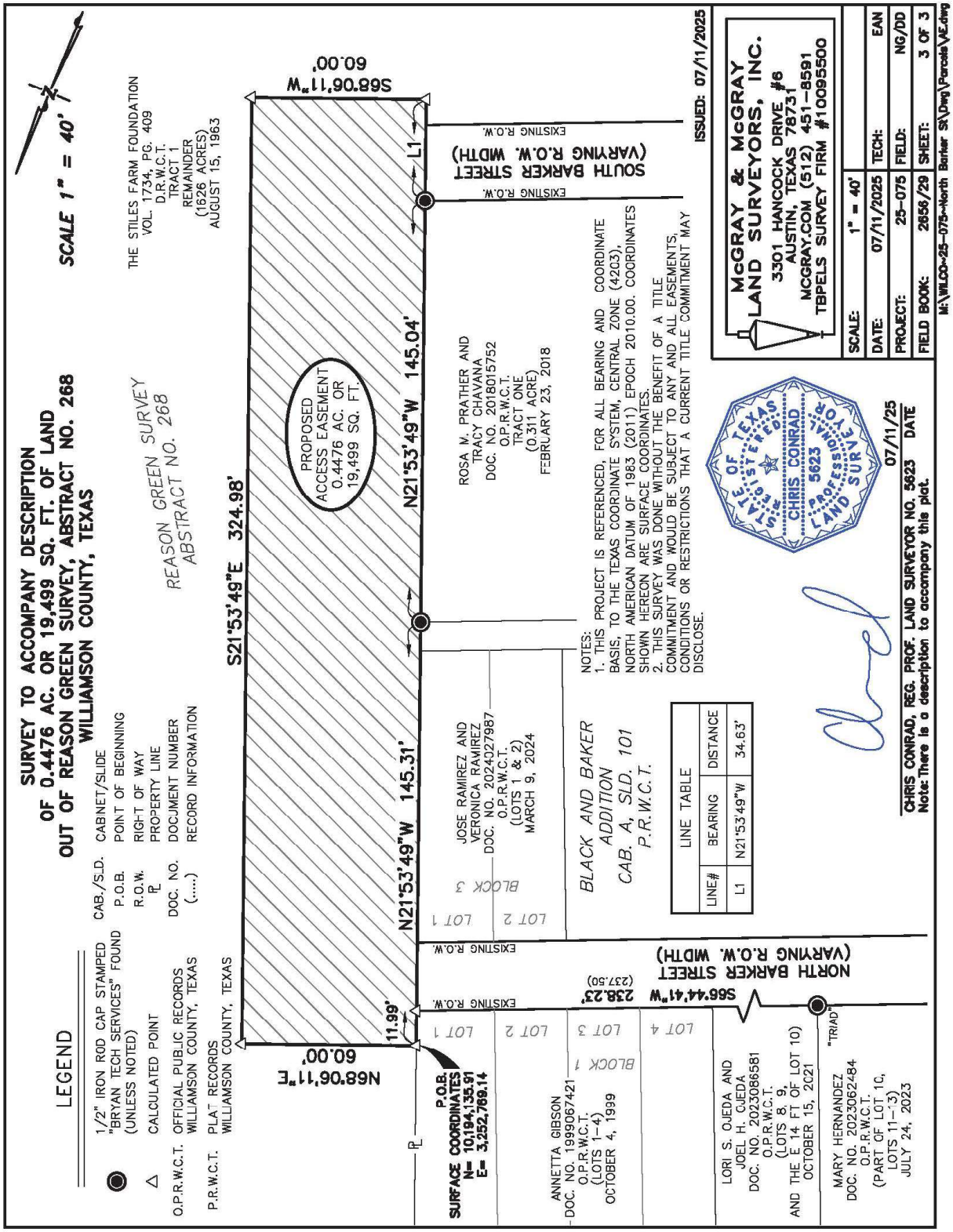
EXHIBIT "B"



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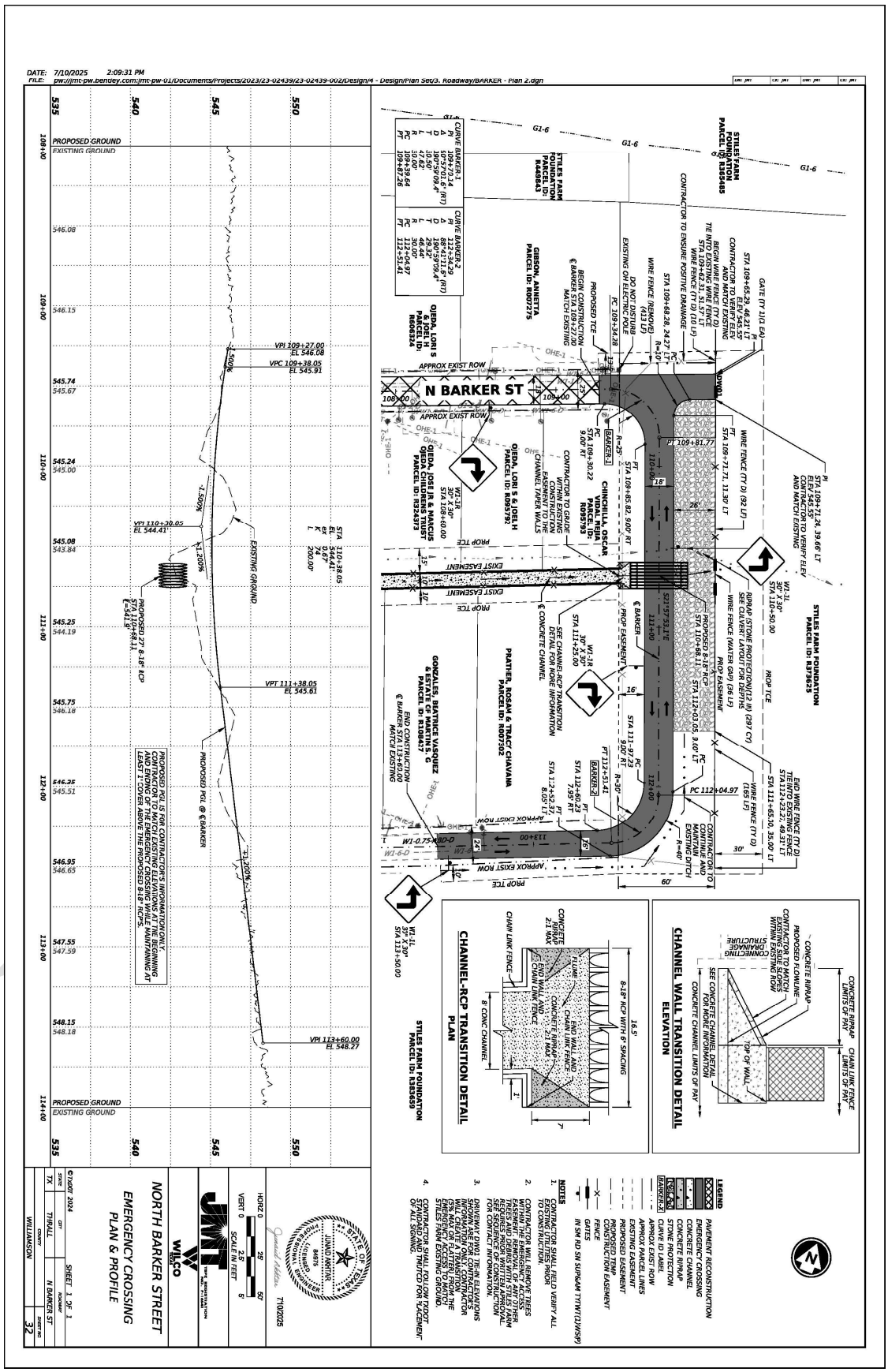
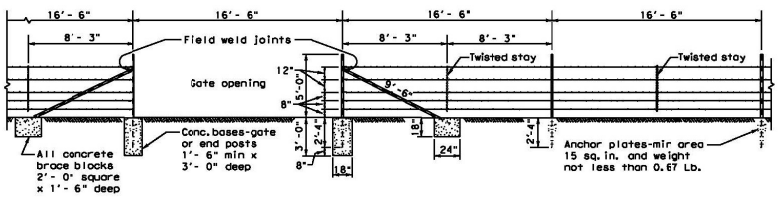
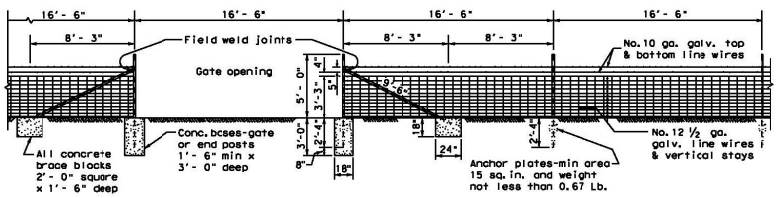


DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:

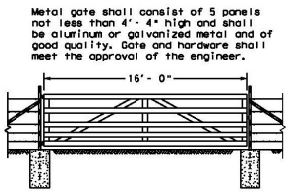


SECTION GALVANIZED BARBED WIRE FENCE WITH METAL POSTS
BRACING DETAIL USED AT ENDS AND GATES
TYPE "C" FENCE
(See General Note 8)

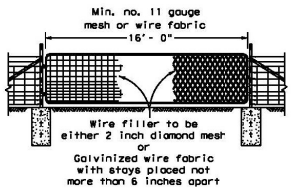


SECTION GALVANIZED WOVEN WIRE FENCE WITH METAL POSTS
BRACING DETAIL USED AT ENDS AND GATES
TYPE "D" FENCE
(See General Note 8)

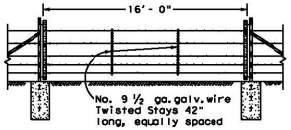
Note:
For Steel pipe and T-Post requirements. (See General Notes 6 & 7)



DETAIL TYPE 1 GATE



DETAIL TYPE 2 GATE



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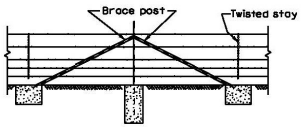
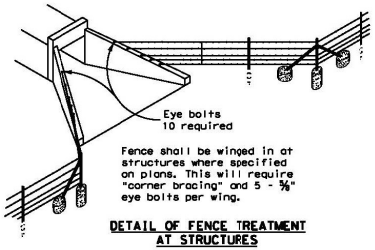
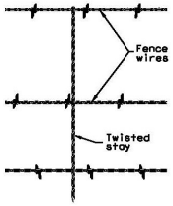


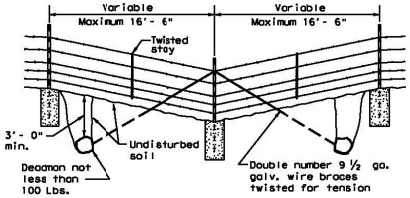
CORNER OR PULL POST ASSEMBLY



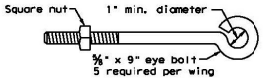
DETAIL OF FENCE TREATMENT AT STRUCTURES



DETAIL OF STAY
(Barbed Wire Fence)



DETAIL OF FENCE SAG



DETAIL OF EYE BOLT

GENERAL NOTES

1. Any high point which interferes with the placing of wire mesh shall be excavated to provide a 2 inch clearance.
2. Latches for Type 1 and Type 2 gates shall be good commercial quality and design latch of the spring, fork or chain type. All latches shall be suitable to the gate and shall be approved by the Engineer.
3. Hinges for Type 2 gates shall be a commercial design approved by the Engineer suitable for post and gate.
4. Concrete shall be of the design and consistency approved by the Engineer and shall contain not less than 4 sacks of cement per cubic yard. Concrete footings are to be crowned at the top to shed water.
5. Steel anchor plates shall be of a design and thickness sufficient to prevent turning of the post in firm soil.
6. Steel pipe end posts, corner and pull posts shall be a minimum of 2" Std. pipe (2.375" O.D., 0.154" wall thickness) with a 1¼" Std. pipe brace (1.660" O.D., 0.140" wall thickness), with a 2"x2"x1/4" angle, or other as approved by the Engineer. Fasteners for securing barbed wire or woven wire fence to metal posts shall be a minimum of 11 gauge galvanized steel wire. Tubular posts shall be fitted with water malleable iron caps.
7. If Steel pipe is used for posts and braces, use standard pipe in accordance with ASTM A 53, Class B or A 501. For T-Posts use steel that meets ASTM A 702. Metal line posts shall be not less than 6'-6" in length and shall weigh not less than (1.33 lbs./lin.ft.). These items shall be in accordance with Item 552, "Wire Fence."
8. Barbed Wire shall be in accordance with ASTM A 121, Class 1 Design designation 12-2-4-1 4R or 12-2-5-1 4R, or as approved by the Engineer.

   Woven Wire Fence (Type D) shall be in accordance with ASTM A 116, Class 1 No. 12-1/2 Grade 60 (See Table 1 ASTM A 116) to the height and design shown on the plans, or as approved by the Engineer.
9. The location of gates and corner posts will be as indicated elsewhere in these plans.

Texas Department of Transportation | Design Division Standard

BARBED WIRE AND WOVEN WIRE FENCE (STEEL POSTS)

WF(2)-10

FILE: wf210.dgn	DW: TxDOT	CK: AM	DW: VP	CK:
©TxDOT 1996	CONT	SECT	JOB	HIGHWAY
REVISIONS	DIST	COUNTY		SHEET NO.

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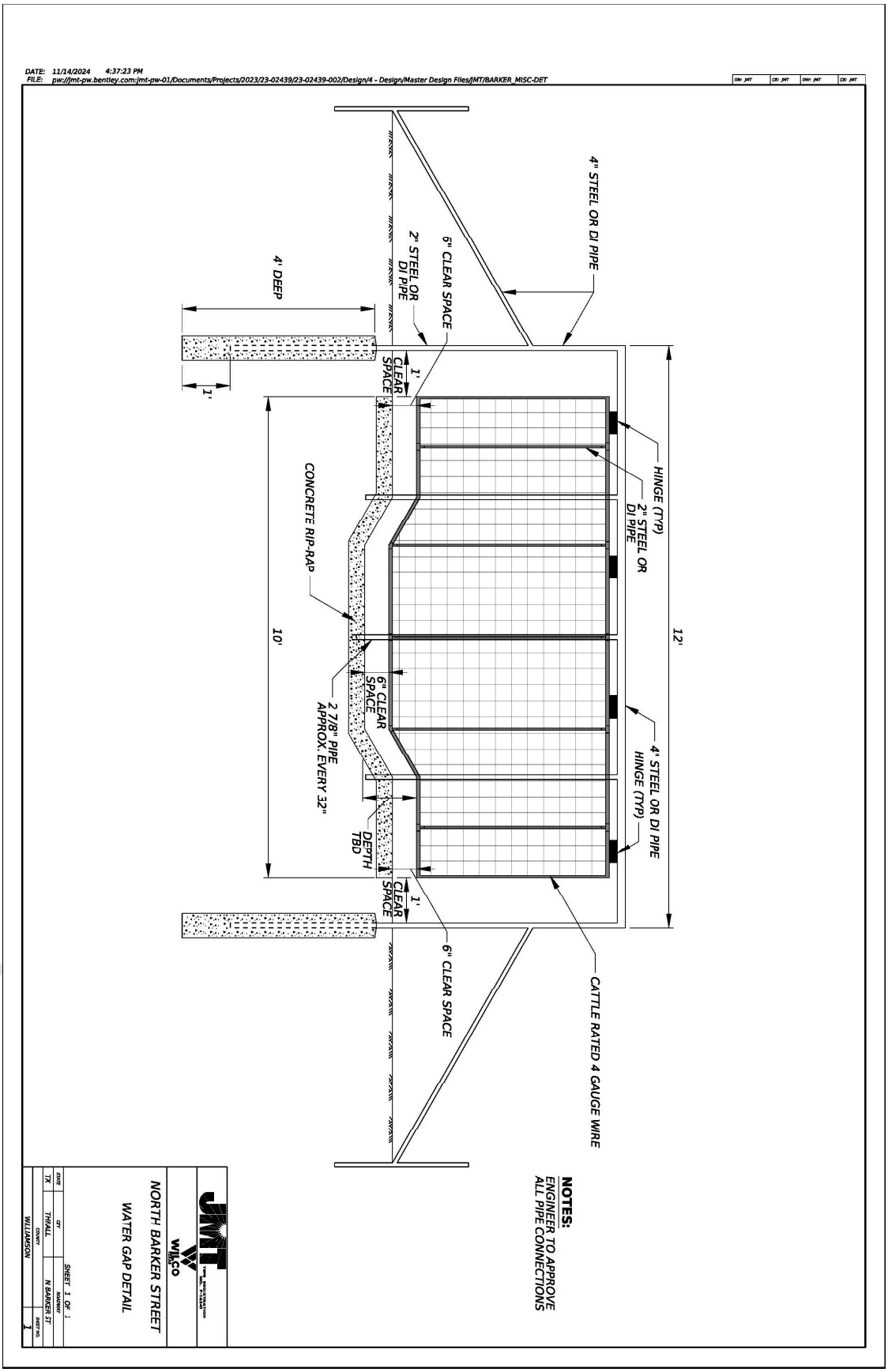


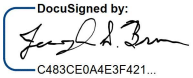
Certificate Of Completion

Envelope Id: F1F04B3F-2F40-4927-A7AF-74874BFCE7F1
Status: Completed
Subject: Complete with Docusign: STILES-Letter Agmt- City of Thrall Road ESMT.pdf
Source Envelope:
Document Pages: 18
Signatures: 2
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Eric Motter
301 Tarrow St
College Station, TX 77840-7896
emotter@tamus.edu
IP Address: 128.194.2.239

Record Tracking

Status: Original
8/14/2025 1:10:35 PM
Holder: Eric Motter
emotter@tamus.edu
Location: DocuSign

Signer Events	Signature	Timestamp
joe brown joe.brown@tamus.edu Security Level: Email, Account Authentication (None)	DocuSigned by:  C483CE0A4E3F421... Signature Adoption: Drawn on Device Using IP Address: 2600:100d:b076:ec0c:ec78:5970:c3b:fe40 Signed using mobile	Sent: 8/14/2025 1:15:39 PM Viewed: 8/14/2025 1:39:00 PM Signed: 8/14/2025 1:39:12 PM
Electronic Record and Signature Disclosure: Accepted: 8/14/2025 1:39:00 PM ID: 04736616-96b5-4d56-9852-4decef555d86		
John R. Sodolak jsodolak@tamus.edu Landman IV THE TEXAS A&M UNIVERSITY SYSTEM Security Level: Email, Account Authentication (None)	DS JRS Signature Adoption: Pre-selected Style Using IP Address: 128.194.2.203	Sent: 8/14/2025 1:39:16 PM Resent: 8/21/2025 2:56:53 PM Resent: 8/22/2025 11:19:01 AM Viewed: 8/22/2025 11:21:11 AM Signed: 8/22/2025 11:36:50 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Phillip Ray pray@tamus.edu Vice Chancellor Security Level: Email, Account Authentication (None)	DocuSigned by: 113C3A11E0BB4F2... Signature Adoption: Pre-selected Style Using IP Address: 15.181.97.63	Sent: 8/22/2025 11:36:52 AM Viewed: 8/22/2025 11:39:42 AM Signed: 8/22/2025 11:40:08 AM
Electronic Record and Signature Disclosure: Accepted: 2/28/2023 4:27:40 PM ID: bd5e9e53-8306-4cf0-9b7c-5da4ecb3fb98		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Eric Motter emotter@tamus.edu Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 8/22/2025 11:40:09 AM Resent: 8/22/2025 11:40:13 AM
Don Childs don@scrrlaw.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 8/22/2025 11:40:10 AM Viewed: 8/22/2025 1:28:31 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/14/2025 1:15:39 PM
Envelope Updated	Security Checked	8/22/2025 11:19:00 AM
Envelope Updated	Security Checked	8/22/2025 11:19:01 AM
Certified Delivered	Security Checked	8/22/2025 11:39:42 AM
Signing Complete	Security Checked	8/22/2025 11:40:08 AM
Completed	Security Checked	8/22/2025 11:40:10 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Texas A&M University System Offices (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Texas A&M University System Offices:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: afulton@tamus.edu

To advise Texas A&M University System Offices of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at afulton@tamus.edu and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Texas A&M University System Offices

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to afulton@tamus.edu and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Texas A&M University System Offices

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to afulton@tamus.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Texas A&M University System Offices as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Texas A&M University System Offices during the course of your relationship with Texas A&M University System Offices.

Commissioners Court - Regular Session **75.**

Meeting Date: 09/09/2025

CR 460 Rule 11 Settlement 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 a Rule 11 settlement agreement with CR 460 Coupland TX LLC to acquire 0.5581 AC needed on the CR 460 project.

Background

Funding source TANS P588.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/03/2025 08:28 AM
Form Started By: Don Childs		Started On: 09/02/2025 10:06 AM
Final Approval Date: 09/03/2025		

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-738-8740 (D) • fax 512-255-8986

adam@scrrlaw.com

August 27, 2025

RULE 11 SETTLEMENT AGREEMENT

Via e-mail raviunnam@gmail.com
CR 460 COUPLAND TX LLC
1050 FM 1466
Coupland, Texas, 78615

Re: CR 460 Roadway Project
Cause No. 25-0818-CC5; Williamson County, Texas v. CR 460 Coupland TX LLC; filed in the County Court at Law No. 5 of Williamson County, Texas

Dear Mr. Unnam:

Following up on our recent correspondence, this letter is a Rule 11 Settlement Agreement (the "Agreement") between Williamson County, Texas ("County") and CR 460 Coupland TX LLC ("Owner"), in connection with the project identified herein and the 0.5581 acres of land being acquired in fee simple as a part of the County Road 460 roadway improvements (the "Project"). The terms of this Agreement and the settlement reached are as follows:

1. Subject to final approval of the Williamson County Commissioners Court, County agrees to pay FORTY THOUSAND and NO/100 DOLLARS ($40,000.00) in complete settlement of any and all claims which have been or which could have been made as a result of the events giving rise to the filing of the live petition in this matter, including but not limited to, the compensation for the County's acquisition described in Exhibit "A" attached hereto (the "Property"), any and all real property improvements located thereon, damages to the remainder, if any, costs to cure, if any, as well as any other claims related to this case.

2. The parties agree to enter the amount of FORTY THOUSAND and NO/100 DOLLARS ($40,000.00) (the "Agreed Award") to be designated by Condemnor to take place at a certain date and location in accordance with the provisions of Chapter 21 of the Texas Property Code in the above-referenced lawsuit. It is further agreed that neither party will file objections to the Agreed Award of Special Commissioners in this amount. Following the deposit of the Agreed Award into the Registry of the Court, the parties understand that this case will terminate with the filing of a Judgment in Absence of Objections in the above-referenced lawsuit. Thereafter, each party agrees to pay their own fees and costs.

If this letter correctly sets forth the terms of our agreement and the settlement reached between County and Owner, please so indicate by having the appropriate persons execute this letter in the space indicated below and return it to my attention. If we need to make alternate arrangements for pickup or collection of the document, just let us know that as well.

Sincerely,

Adam H. Hill
Sheets & Crossfield, PLLC
Attorney for Williamson County, Texas

AGREED AND ACCEPTED:
CR 460 COUPLAND TX LLC

By: Ravindra Unnam
Ravindra Unnam

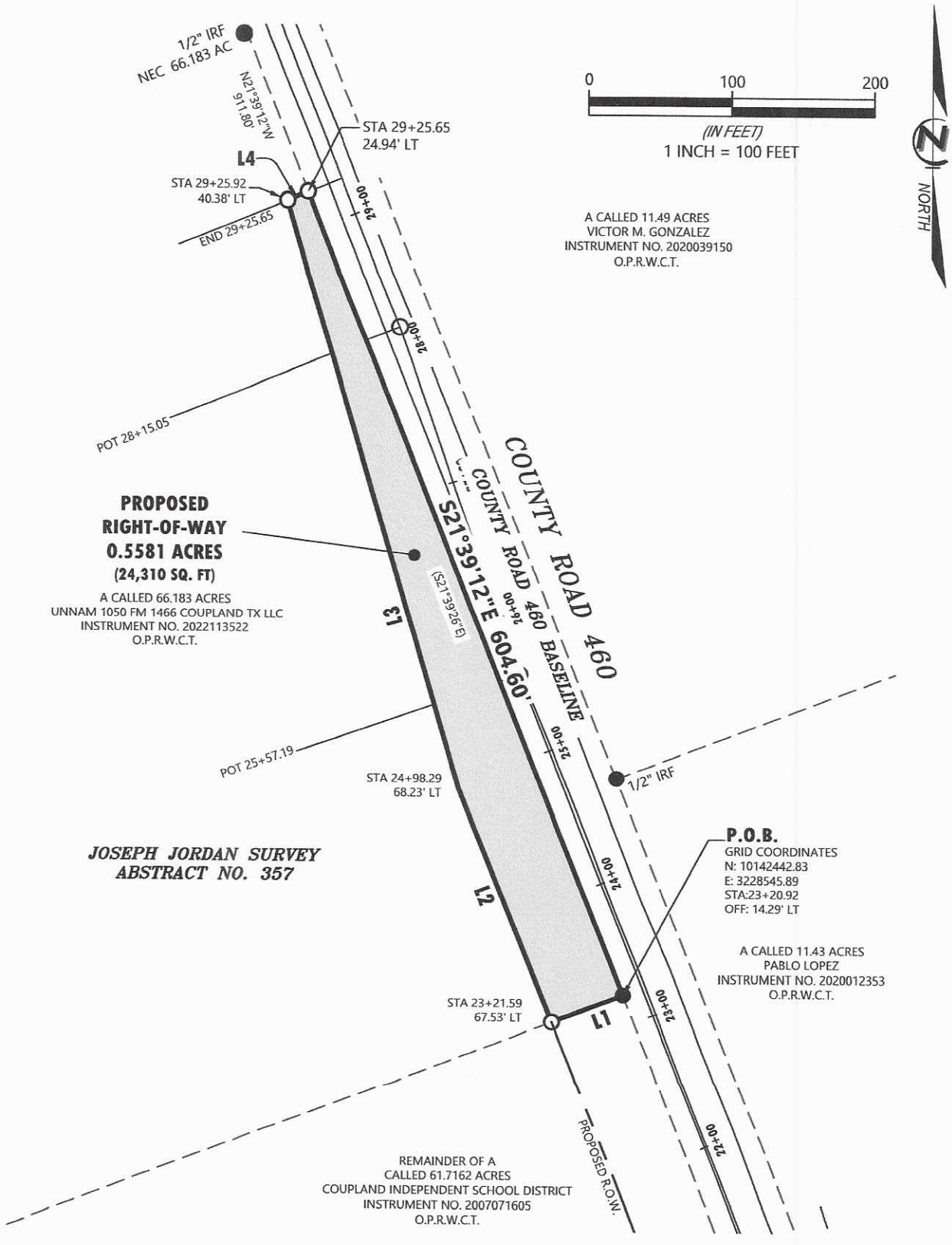
8/31/2025
Date: _____

AGREED AND ACCEPTED:
WILLIAMSON COUNTY, TEXAS

By: _____

Its: _____

Date: _____



SURVWEST PROJECT NO.	P240070
ADD'L INFO:	
DRAWING NAME:	P240070- UNHAM Revised 20250303
REVISION: 3/3/25	REV DESC: COMMENTS & T.C.

SURVWEST SURVEY•MAPPING UTILITY•SUE REAL ESTATE
720.259.9316
www.survwest.com
6501 E Belleview Ave, Suite 300
Englewood, CO 80111
WLG SURVEYING SOLUTIONS,LLC
MAIN:281-270-6111
TBPLES FIRM NO: 10194926

0.5581 ACRES (24,310 SQ. FT)
SITUATED IN THE JOSEPH JORDAN SURVEY
ABSTRACT NO. 357
WILLIAMSON COUNTY, TEXAS

TITLE:

PROPOSED RIGHT-OF-WAY ACQUISITION EXHIBIT

DWN:	CHK'D	DATE:	SCALE:	SHEET NO:
KDA	RGM	07/24/2024	1:200	1 OF 3

NOTES

1. BASIS OF BEARING IS BASED ON AN OPUS SOLUTION DATED DECEMBER 5, 2023 AND REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD83, CENTRAL ZONE (4203). COORDINATES SHOWN HEREON ARE GRID.

2. THIS SURVEY WAS PREPARED WITH THE BENIFIET OF A TITLE COMMITMENT PREPARED BY TEXAN TITLE INSURANCE COMPANY UNDER GF NO. GT2403390 WITH AN EFFECTIVE DATE OF DECEMBER 19, 2024.

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S69°04'26"W	53.25'
L2	N21°52'53"W	176.69'
L3	N16°30'12"W	428.91'
L4	N68°07'19"E	15.45'

LEGEND

●	FOUND MONUMENT
O	5/8" CAPPED IRON ROD SET
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
R.O.W.	RIGHT OF WAY
IRF	IRON ROD FOUND
CIRS	CAPPED IRON ROD SET
CIRF	CAPPED IRON ROD FOUND
———	PROPERTY BOUNDARY
———	ASPHALT
— — —	ADJOINER LINE
	BARBED WIRE FENCE
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
D.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS

SURVWEST PROJECT NO.	P240070
ADD'L INFO:	
DRAWING NAME:	P240070- UNHAM Revised 20250303
REVISION: 3/3/25	REV DESC: COMMENTS & T.C.

SURVWEST SURVEY•MAPPING UTILITY•SUE REAL ESTATE
720.259.9316 www.survwest.com
6501 E Belleview Ave, Suite 300 Englewood, CO 80111
WLG SURVEYING SOLUTIONS,LLC
MAIN:281-270-6111 TBPLES FIRM NO: 10194926

0.5581 ACRES (24,310 SQ. FT)
SITUATED IN THE JOSEPH JORDAN SURVEY
ABSTRACT NO. 357
WILLIAMSON COUNTY, TEXAS

TITLE: **PROPOSED RIGHT-OF-WAY ACQUISITION EXHIBIT**

DWN:	CHK'D	DATE:	SCALE:	SHEET NO:
KDA	RGM	07/24/2024	1:200	2 OF 3

docusign

Certificate Of Completion

Envelope Id: 563DDC2E-841E-40B6-836B-6BCE659B0F38
Status: Completed
Subject: UNNAM --Pre SCH Rule 11 Condemnation Settlement Agreement - $40k (AH 8.27.2025).pdf
Source Envelope:
Document Pages: 5
Signatures: 1
Certificate Pages: 1
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Disabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Ravindra Unnam
2811 Linkwood Dr
Houston, TX 77025
raviunnam@gmail.com
IP Address: 108.79.235.226

Record Tracking

Status: Original
August 31, 2025 | 08:11
Holder: Ravindra Unnam
raviunnam@gmail.com
Location: DocuSign

Signer Events	Signature	Timestamp
Ravindra Unnam raviunnam@gmail.com Security Level: Email, Account Authentication (None)	Ravindra Unnam Signature Adoption: Pre-selected Style Using IP Address: 108.79.235.226 Signed using mobile	Sent: August 31, 2025 | 08:11 Viewed: August 31, 2025 | 08:12 Signed: August 31, 2025 | 08:13 Freeform Signing
Electronic Record and Signature Disclosure: Not Offered via Docusign		
In Person Signer Events	**Signature**	**Timestamp**
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
deverett@ersacq.com deverett@ersacq.com Security Level: Email, Account Authentication (None)	COPIED	Sent: August 31, 2025 | 08:13 Viewed: August 31, 2025 | 09:51
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	August 31, 2025 | 08:11
Certified Delivered	Security Checked	August 31, 2025 | 08:12
Signing Complete	Security Checked	August 31, 2025 | 08:13
Completed	Security Checked	August 31, 2025 | 08:13
Payment Events	**Status**	**Timestamps**

Commissioners Court - Regular Session **76.**

Meeting Date: 09/09/2025

Donation Deed for Ronald Reagan Segment B & SH 29 Right of Way

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 donation deed from K29 1941 Investments LP, for 0.826 AC and 1.634 AC for the Ronald Reagan Boulevard widening project.

Background

Funding source Bonds P336

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Donation Deed

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/03/2025 08:29 AM
Form Started By: Don Childs		Started On: 09/02/2025 10:22 AM
Final Approval Date: 09/03/2025		

Parcel SR-Reagan + SR-SH29

DONATION DEED

Ronald Reagan Boulevard (Segment B) + SH 29 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **K29 1941 INVESTMENTS, LP, a Texas limited partnership**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of One Dollar ($1.00) 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, has this day Sold and by these presents does Grant, Bargain, Donate, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract(s) or parcel(s) of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (collectively the "Property"):

> Being a 0.826 acre (35,957 square foot) parcel of land out of the Greenleaf Fisk Survey, Abstract No. 5, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel SR-Reagan**); and
>
> Being a 1.634 acre parcel of land out of the William H. Monroe Survey, Abstract No. 453, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "B" attached hereto and made a part hereof. (**Parcel SR-SH29)**

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 Property and upon the condition that none of such operations shall be conducted so near the surface of the Property 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 the Property for the construction and maintenance of public roadway facilities and related appurtenances.

TO HAVE AND TO HOLD the Property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through or under Grantor but not otherwise.

IN WITNESS WHEREOF, this instrument is executed on this the 27 day of August, 2025.

[signature on following page]

GRANTOR:

K29 1941 INVESTMENTS, LP, a Texas limited partnership

By: K29 GP, LLC, a Texas limited liability company,
General Partner

By: MREM Texas Manger, LLC, a Delaware
limited liability company, Manager

By: _____
James Edward Horne, Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on August 27, 2025 by James Edward Horne in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

REGINA DIANE SPURLOCK
Notary ID #7770067
My Commission Expires
September 4, 2026

ACCEPTED BY GRANTEE:

WILLIAMSON COUNTY, TEXAS

By:_____
Steven Snell, County Judge

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 2025 by Steven Snell, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

EXHIBIT "A"

Carlson, Brigance & Doering, Inc.

Civil Engineering ❖ Surveying
FirmID#F3791 Reg#10024900

0.826 ACRES (35,957 SQ.FT.)
GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5
WILLIAMSON COUNTY, TEXAS

METES AND BOUNDS

A DESCRIPTION OF 0.826 ACRES (35,957 SQ.FT.) IN THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 136.852 ACRE TRACT (TRACT 1) OF LAND CONVEYED TO K29 1941 INVESTMENTS, LP BY DEED RECORDED IN DOCUMENT NUMBER 2021170466, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, (O.P.R.W.C.TX.) SAID 0.826 ACRE (35,957 SQ.FT.) TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a capped 1/2 inch iron rod found stamped "CBD SETSTONE" on the east line of said 136.852 acre tract, being at the intersection of Ronald Reagan Boulevard (R.O.W. varies) and the south right-of-way line of Kauffman Loop (120' R.O.W.), as dedicated by the plat of Kauffman Loop Extension Final Plat, a subdivision recorded in Document Number 2024076165, (O.P.R.W.C.T) same being at the beginning of a curve to the right, for the northeast corner and **POINT OF BEGINNING** of the herein described tract,

THENCE, with the east line said 136.852 acre tract, and the west line of Ronald Reagan Boulevard, the following five (5) courses and distances, numbered 1 through 5

1) Along said curve to the right, having a radius of 3,355.00 feet, an arc length of 888.45 feet, and a chord that bears S16°43'21"E, a distance of 885.85 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE", being at the end of a curve to the right,
2) S09°08'10"E, a distance of 262.47 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE",
3) S07°42'11"E, a distance of 199.94 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE",
4) S02°00'40"E, a distance of 403.12 feet to a capped 1/2 inch iron rod found stamped "HAYNE CONSULTING", and
5) S04°50'48"E, a distance of 41.21 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE", at the northeast corner of a called 7.923 acre tract conveyed to Williamson County, Texas by deed recorded in Document Number 2021026279, (O.P.R.W.C.T.) for the southeast corner of the herein described tract of land, being at the beginning of a curve to the right,

THENCE, crossing said 136.852 acre tract, with the west line of said 7.923 acre tract, along said curve to the right, having a radius of 620.00 feet, an arc length of 40.58 feet, and a chord that bears S24°41'02"W, a distance of 40.58 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE",

THENCE, over and across said 136.852 acre tract, the following five (5) courses and distances, numbered 1 through 5

1) N04°50'49"W, a distance of 77.01 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE"
2) N02°00'40"W, a distance of 402.61 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE"
3) N07°42'11"W, a distance of 198.70 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE"
4) N09°08'10"W, a distance of 262.21 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE", being at the beginning of a curve to the left, and

5) Along said curve to the left, having a radius of 3,335.00 feet, an arc length of 882.78 feet, and a chord that bears N16°43'09"W, 880.21 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE", on the south line of said Kauffman Loop, for the northwest corner of the herein described tract,

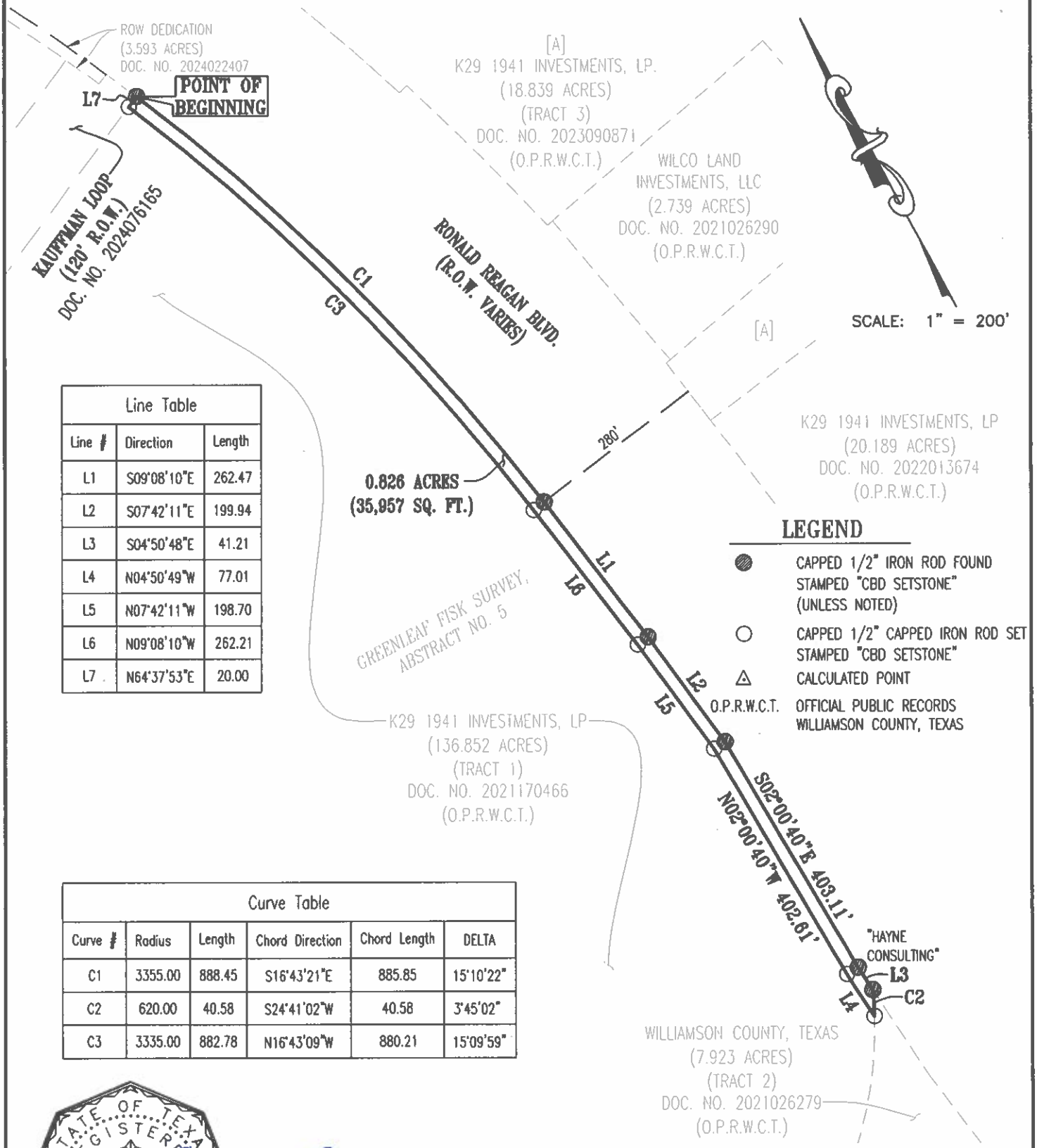
THENCE, N64°37'53"E, over and across said 136.852 acre tract, and with the south line of said Kauffman Loop, a distance of 20.00 feet to the **POINT OF BEGINNING** and containing 0.826 acres (35,957 SQ.FT.) of land, as shown on the attached sketch.

Surveyed by: _____ 8/27/2025

AARON V. THOMASON, R.P.L.S. No. 6214
Carlson, Brigance & Doering, Inc.
REG.#10024900
5501 West William Cannon Drive
Austin, TX 78749
Ph: 512-280-5160
AARON@CBDENG.COM

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83
SURVEY DATE: NOV 8, 2021

SKETCH TO ACCOMPANY FIELD NOTES



Line Table		
Line #	Direction	Length
L1	S09°08'10"E	262.47
L2	S07°42'11"E	199.94
L3	S04°50'48"E	41.21
L4	N04°50'49"W	77.01
L5	N07°42'11"W	198.70
L6	N09°08'10"W	262.21
L7	N64°37'53"E	20.00

LEGEND

- ● CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE" (UNLESS NOTED)
- ○ CAPPED 1/2" CAPPED IRON ROD SET STAMPED "CBD SETSTONE"
- △ CALCULATED POINT
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

Curve Table					
Curve #	Radius	Length	Chord Direction	Chord Length	DELTA
C1	3355.00	888.45	S16°43'21"E	885.85	15°10'22"
C2	620.00	40.58	S24°41'02"W	40.58	3°45'02"
C3	3335.00	882.78	N16°43'09"W	880.21	15°09'59"

STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

8/27/2025

SHEET NO. 1 OF 1

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203)

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5575\Survey\M&B – 0.826 ACRES – R.O.W. DEDICATION

EXHIBIT "B"

Carlson, Brigance & Doering, Inc.

Civil Engineering ❖ Surveying
FirmID#F3791 Reg#10024900

1.634 ACRES
WILLIAM H. MONROE SURVEY, ABSTRACT NUMBER 453
WILLIAMSON COUNTY, TEXAS

METES AND BOUNDS

A DESCRIPTION OF 1.634 ACRES IN THE WILLIAM H. MONROE SURVEY, ABSTRACT NUMBER 453, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 3.764 ACRE TRACT (TRACT 3) OF LAND CONVEYED TO K29 1941 INVESTMENTS, LP BY DEED RECORDED IN DOCUMENT NUMBER 2021170466, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, (O.P.R.W.C.TX.) SAID 1.634 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a capped 1/2 inch iron rod found stamped "FOREST" at the southwest corner of said 3.764 acre tract, being at the southeast corner of a called 5.00 acre tract of land conveyed to L.B. Woodlands LLC by deed recorded in Document Number 2021094661, (O.P.R.W.C.TX.) same being on the north line of State Highway 29 (R.O.W. varies), for the southwest corner and **POINT OF BEGINNING** of the herein described tract of land, from which a 1/2 iron rod found on the south line of said 5.00 acre tract and on the north line of said State Highway 29, N58°44'14"W, a distance of 569.64 feet,

THENCE, N30°41'41"E, with west line of said 3.764 acre tract and the east line of said 5.00 acre tract, a distance of 220.10 feet to a 1/2 inch iron rod found stamped "CBD SETSTONE" for the northwest corner of the herein described tract, from which a car axle at the northwest corner of said 3.764 being at the northeast corner of said 5.00 acre tract, bears N30°41'41"E, a distance of 164.35 feet,

THENCE, continuing over and across said 3.764 acre tract of land, the following two (2) courses and distances, numbered 1 and 2,

1) S58°44'41"E, a distance of 166.67 feet to a 1/2 inch iron rod found stamped "CBD SETSTONE", being at a beginning of a curve to the left, and
2) Along said curve to the left, having a radius of 2,255.00 feet, an arc length of 145.72 feet, and a chord that bears S61°20'28"E, a distance of 145.70 feet to a 5/8 inch iron rod with aluminum cap found stamped "WILCO", at the northwest corner of a called 7.923 acre tract conveyed to Williamson County by deed recorded in Document Number 2021026279, (O.P.R.W.C.TX.) same being for the northeast corner of the herein described tract,

THENCE, S22°38'58"W, with the east line of said 3.764 acre tract and the west line of said 7.923 acre tract, a distance of 213.61 feet to a 5/8 inch iron rod with aluminum cap found stamped "WILCO" at the southeast corner of the herein described tract, being at the beginning of a curve to the right,

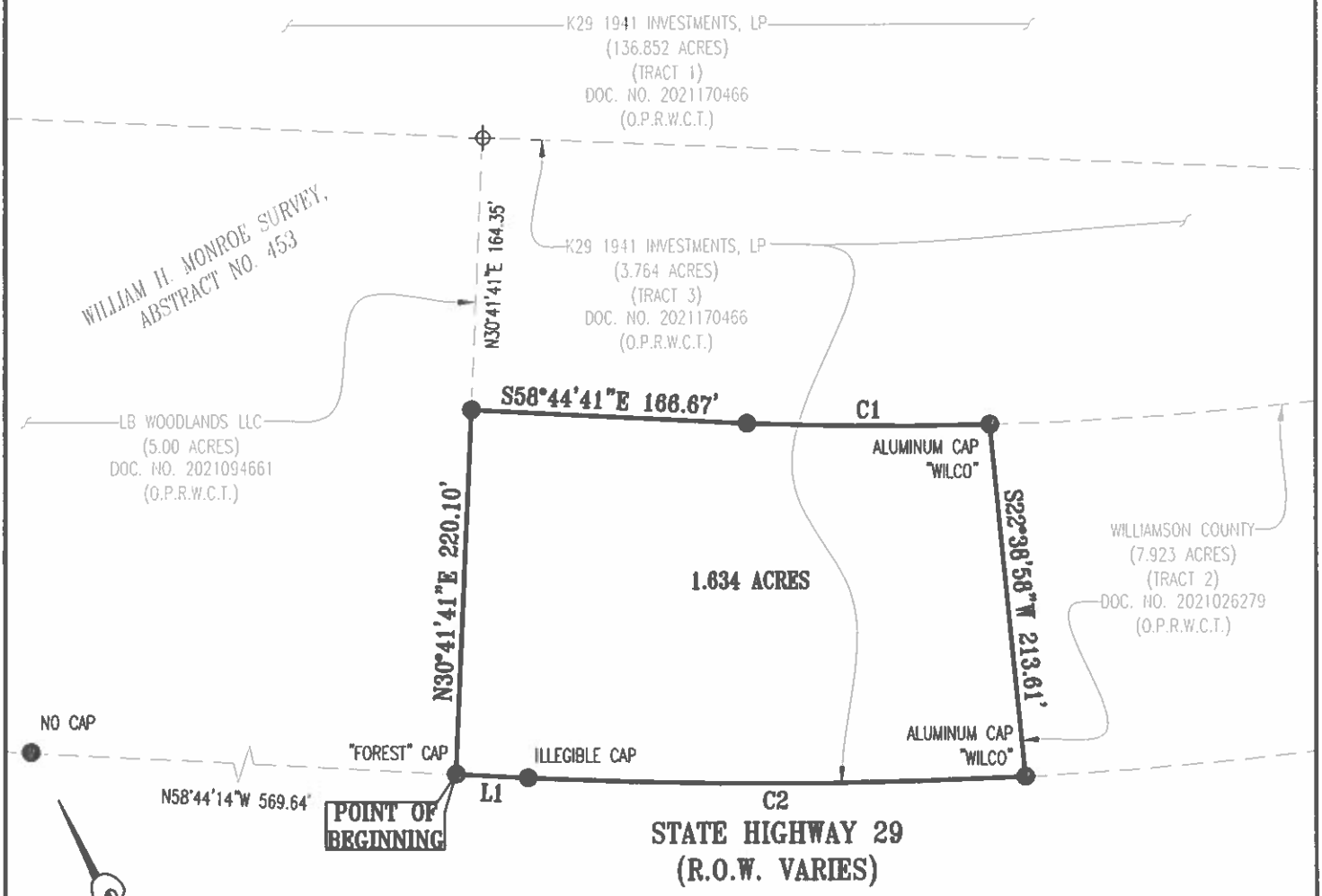
THENCE, with the south line of said 3.764 acre tract, and with the north line of said State Highway 29 (R.O.W. varies), the following two (2) courses and distances, numbered 1 and 2,

1) Along said curve to the right, having a radius of 2,814.85 feet, an arc length of 299.28 feet, and a chord that bears N61°42'43"W, a distance of 299.14 feet to a 1/2 inch iron rod found illegible cap,
2) N58°44'14"W, a distance of 43.29 feet to the **POINT OF BEGINNING** and containing 1.634 acres of land, as shown on the attached sketch.

Surveyed by: _____ 8/27/2025
AARON V. THOMASON, R.P.L.S. No. 6214
Carlson, Brigance & Doering, Inc.
REG.#10024900
5501 West William Cannon Drive
Austin, TX 78749
Ph: 512-280-5160
AARON@CBDENG.COM

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83
SURVEY DATE: NOVEMBER 8, 2021

SKETCH TO ACCOMPANY FIELD NOTES



LEGEND

●	CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE"
⊕	CAR AXLE FOUND (UNLESS NOTED OTHERWISE)
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

SCALE: 1" = 100'

Line Table		
Line #	Direction	Length
L1	N58°44'14"W	43.29

Curve Table					
Curve #	Radius	Length	Chord Direction	Chord Length	DELTA
C1	2255.00	145.72	S61°20'28"E	145.70	3°42'09"
C2	2814.85	299.28	N61°42'43"W	299.14	6°05'30"

STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

8/27/2025

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203)

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

SHEET NO. 1 OF 1

J:\AC3D\5575\Survey\M&B – 1.634 ACRES – R.O.W. DEDICATION

Commissioners Court - Regular Session **77.**

Meeting Date: 09/09/2025

Agreed Final Judgement for Corridor H

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 Steven M. Counts and Kelly D. Counts to acquire 0.266 AC required as right of way on the Corridor H project (Parcel 34).

Background

Funding source Bonds P462

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Judgment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/03/2025 08:29 AM
Form Started By: Don Childs		Started On: 09/02/2025 10:35 AM
Final Approval Date: 09/03/2025		

Corridor H—Parcel 34

CAUSE NO. 21-1851-CC2

WILLIAMSON COUNTY, TEXAS **Condemnor**	§ §	IN THE COUNTY COURT
V.	§ §	AT LAW NO. TWO
STEVEN M. COUNTS and KELLY D. COUNTS **Condemnees**	§ § §	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 0.266 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 November 22, 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 Steven M. Counts and Kelly D. Counts (hereinafter "Condemnees"), that Condemnees shall recover from Condemnor the total sum of **TWO HUNDRED FIFTY THOUSAND and 00/100 DOLLARS ($250,000.00)** of which total amount the parties agree:

1. ONE HUNDRED EIGHTY THOUSAND and 00/100 DOLLARS ($180,000.00) was deposited into the Registry of the Court by Condemnor on or about February 22, 2022, pursuant to the Award filed on or about February 15, 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 SEVENTY THOUSAND and 00/100 DOLLARS ($70,000.00).

It is further ORDERED that the Condemnor shall pay Condemnee the remaining balance of SEVENTY THOUSAND and 00/100 Dollars ($70,000.00) 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 "Braun & Gresham, PLLC," and if applicable, deliver such payment to any attorney or employee of Braun & Gresham, PLLC at 14101 Hwy. 290 W., Suite 1100, Austin, Texas 78737 or P.O. Box 1148, Dripping Springs, Texas 78720, 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 29, 2025, and filed on August 25, 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:

Patrick Reznik
Braun & Gresham
P.O. Box 1148
Dripping Springs, Texas 78620

ATTORNEY FOR CONDEMNEES
STEVEN M. COUNTS AND KELLY D. COUNTS

AGREED AND ACCEPTED:

Williamson County, Texas

By: _____

Print/title: _____

Date: _____

AGREED FINAL JUDGMENT

EXHIBIT “A”

EXHIBIT "A"

County: Williamson
Parcel No.: 34
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

March 25, 2021

PROPERTY DESCRIPTION FOR PARCEL 34

DESCRIPTION OF A 0.266 ACRE (11,590 SQ. FT.) PARCEL OF LAND LOCATED IN THE J.H. DILLARD SURVEY, ABSTRACT 179, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF CALLED 1.204 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO STEVEN M. COUNTS AND SPOUSE, KELLY D. COUNTS, RECORDED MAY 8, 2007 IN DOCUMENT NO. 2007038981, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.266 ACRE (11,590 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 190.89 feet left of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 316+50.30 on the east line of a called 1.887 acre tract of land, described in a deed to E.D. Thomas and wife, W.L. Thomas, recorded in Volume 1361, Page 738, Official Records of Williamson County, Texas (O.R.W.C.TX.), for the southwest corner of a called 1.00 acre tract of land, described in a deed to Phyllis C. Beckham, recorded in Document No. 2000056918, O.P.R.W.C.TX., same being the northwest corner of said 1.204 acre tract;

THENCE S 09°57'11" W, with the common line of said 1.887 acre tract and said 1.204 acre tract, a distance of 115.74 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,169,747.02, E=3,111,527.20) set 77.00 feet left of Sam Bass Road E.C.S 316+70.91 on the proposed north right-of-way line of Sam Bass Road, for the northwest corner and **POINT OF BEGINNING** of the parcel described herein;

THENCE departing the common line of said 1.887 acre tract and said 1.204 acre tract, with the proposed north right-of-way line of said Sam Bass Road, over and across said 1.204 acre tract, the following two (2) courses and distances numbered 1-2:

1) S 69°47'20" E, a distance of 226.58 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 77.00 feet left of Sam Bass Road E.C.S. 318+97.48, and

2) N 70°27'11" E, a distance of 44.16 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 105.25 feet left of Sam Bass Road E.C.S. 319+31.43 on the existing west right-of-way line of Deer Trail Circle, a 50 foot wide right-of-way easement, recorded in Volume 624, Page 808, Deed Records of Williamson County, Texas (D.R.W.C.TX.);

3) **THENCE** S 65°10'15" E, departing the existing west right-of-way line of said Deer Trail Circle, continuing with the proposed north right-of-way line of said Sam Bass Road, over and across said Deer Trail Circle, a distance of 25.09 feet to a calculated point 103.23 feet left of Sam Bass Road E.C.S. 319+56.44 on the centerline of said Deer Trail Circle, for the northeast corner of the parcel described herein, said point being the beginning of a curve to the right;

THENCE departing the proposed north right-of-way line of said Sam Bass Road, with the centerline of said Deer Trail Circle, the following two (2) courses and distances numbered 4-5:

4) With said curve to the right, an arc distance of 30.34 feet, through a central angle 07°19'49", having a radius of 237.12 feet, and a chord that bears S 32°57'25" W, a distance of 30.32 feet to a calculated point, and

5) S 36°37'20" W, a distance of 47.20 feet to a calculated point, for the southeast corner of the parcel described herein;

5) **THENCE** N 65°25'45" W, over and across said Deer Trail Circle, passing at a distance of 25.56 feet a calculated point at the intersection of the existing west right-of-way line of said Deer Trail Circle and the existing north right-of-way line of Sam Bass Road, a variable width right-of-way, no record information found, for the southeast corner of said 1.204 acre tract, and continuing with the existing north right-of-way line of said Sam Bass Road for a total distance of 261.05 feet to a 1/2-inch iron rod found, for the southeast corner of said 1.887 acre tract, same being the southwest corner of said 1.204 acre tract and the parcel described herein, from which a 1/2-inch iron rod found, for the southwest corner of said 1.887 acre tract bears N 65°36'43" W, a distance of 9.98 feet to a calculated point, and N 64°31'49" W, a distance of 144.61 feet;

THIS SPACE INTENTIONALLY LEFT BLANK

6) **THENCE** N 09°57'11" E, departing the existing north right-of-way line of said Sam Bass Road, with the common line of said 1.887 acre tract and said 1.204 acre tract, a distance of 29.25 feet to the **POINT OF BEGINNING**, and containing 0.266 acre (11,590 sq. ft.) of land, more or less of which 0.045 acre (1,953 sq. ft.) lies within the existing right-of-way of Deer Trail Circle.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: U.S. Survey Feet.

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

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

Scott C. Brashear 3/25/21

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

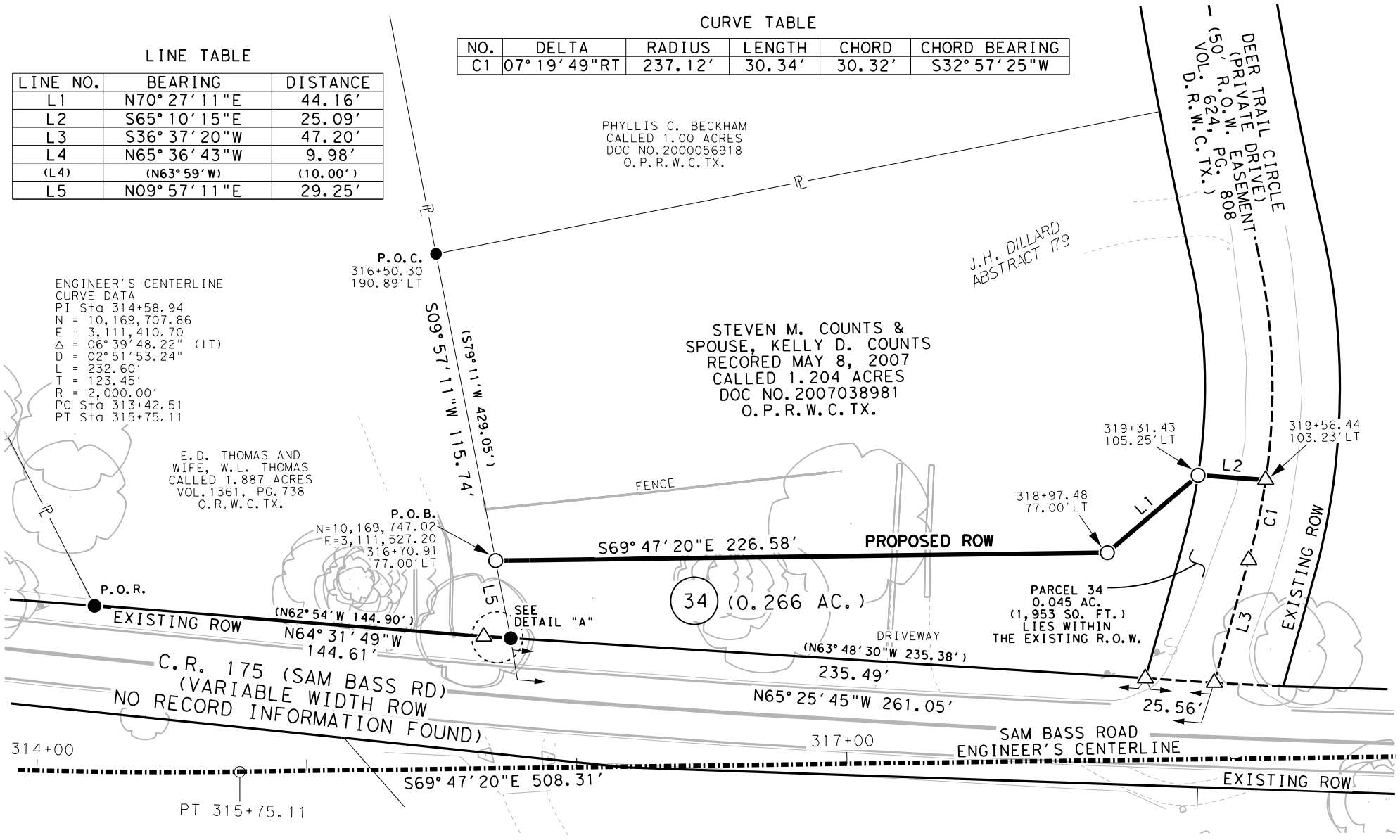
EXHIBIT "A"

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N70°27'11"E	44.16'
L2	S65°10'15"E	25.09'
L3	S36°37'20"W	47.20'
L4	N65°36'43"W	9.98'
(L4)	(N63°59'W)	(10.00')
L5	N09°57'11"E	29.25'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	07°19'49"RT	237.12'	30.34'	30.32'	S32°57'25"W



REF. FIELD NOTE NO. 46725

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\34\PLAT\01\P-34.dgn

EXISTING	1.204 AC.	ACQUIRE	0.266 AC.	REMAINING	0.982 AC. LEFT

50 0 25 50

GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

SAM®
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax.: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
STEVEN M. COUNTS &
SPOUSE, KELLY D. COUNTS
PARCEL 34
0.266 AC. (11,590 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
---/---	DEED LINE (COMMON OWNERSHIP)

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2006593, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE FEBRUARY 7, 2020, AND ISSUED DATE FEBRUARY 20, 2020.

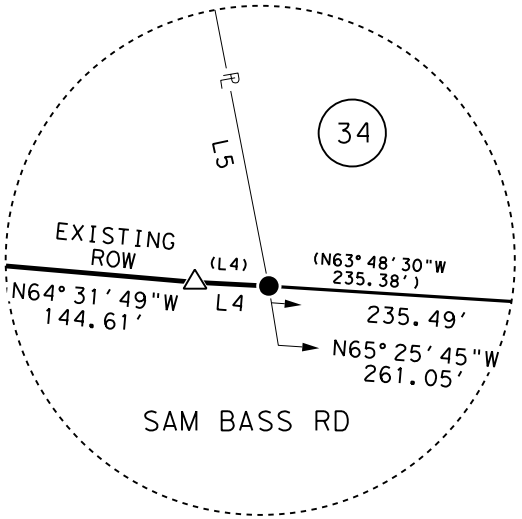
1. RESTRICTIVE COVENANTS: VOLUME 554, PG. 135, SUBJECT TO.

10F. INCLUSION WITHIN THE UPPER BRUSHY CREEK WCID, SUBJECT TO IF APPLICABLE.

G. EASEMENT FOR INGRESS AND AGRESS AND A PRIVATE RIGHT OF WAY AS SET FORTH IN VOLUME 624, PG. 808, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

H. EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY FOR THE PURPOSE OF A COMMUNICATIONS EQUIPMENT STATION, RECORDED IN VOLUME 671, PG. 907, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. TERMS, CONSITIONS, AND STIPULATIONS AS SET FORTH IN THE AGREEMENT BETWEEN THE HOWARD CORPORATION AND RAY YATES, DATED AUGUST 16, 1972, RECORDED IN VOLUME 554, PAGE 135, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.



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 1.00012. 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. 2006593, EFFECTIVE DATE FEBRUARY 7, 2020, AND ISSUED DATE FEBRUARY 20, 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.

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

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

3/25/21

DATE

REF. FIELD NOTE NO. 46725

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\34\PLAT\01\P-34.dgn

EXISTING	1.204 AC.	ACQUIRE	0.266 AC.	REMAINING	0.982 AC. LEFT

SAM®
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
STEVEN M. COUNTS &
SPOUSE, KELLY D. COUNTS
PARCEL 34
0.266 AC. (11,590 SQ. FT.)

Commissioners Court - Regular Session **78.**

Meeting Date: 09/09/2025

ILA with Georgetown for SE Inner Loop

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 Interlocal Agreement Regarding the Participation of the City of Georgetown in the Design and Construction Costs Related to the SE Inner Loop Project.

Background

Funding Source: Bonds P669

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/03/2025 08:29 AM
Form Started By: Don Childs		Started On: 09/02/2025 10:43 AM
Final Approval Date: 09/03/2025		

INTERLOCAL AGREEMENT
REGARDING THE PARTICIPATION OF THE CITY OF GEORGETOWN TEXAS, AND WILLIAMSON COUNTY, TEXAS, IN THE DESIGN AND CONSTRUCTION COSTS RELATED TO THE SE INNER LOOP PROJECT

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

THIS INTERLOCAL AGREEMENT ("**Agreement**") is entered into between the City of Georgetown, Texas ("**City**"), a Texas home-rule municipality, and Williamson County, a political subdivision of the State of Texas ("**County**"). In this Agreement, City and the County are sometimes individually referred to as a "**Party**" and collectively referred to as the "**Parties**."

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the City is in the process of designing and constructing improvements to Southeast Inner Loop from FM 1460 to State Highway 29, as shown in Exhibit "A" attached hereto ("City Project"), and has entered into an agreement for design services related to the City Project with SVT, Inc. of Austin, Texas;

WHEREAS, the County desires to cooperate with the City to facilitate the construction of the City Project; and

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the County and City agree as follows:

I.
PURPOSE

1.01 General. The purpose of this Agreement is to provide for the County's participation in the design, right-of-way acquisition, utility relocation, and construction of the City Project.

II.
DESIGN AND CONSTRUCTION OF CITY PROJECT

2.01 Design of City Project. The City shall be responsible for contracting with a firm ("Design Firm") regarding the engineering and design for the City Project. The City shall ensure that the design includes the reconstruction of the existing SE Inner Loop as a four-lane, divided

arterial road with a raised median and left-turn lanes; and 10 (ten) foot side paths between FM 1460 and SH 29.

2.02 Design and Construction Costs. Except as otherwise provided herein, the City shall be responsible for all costs associated with design and constructions of the City Project ("Project Cost"). The estimated Project Cost is $61,507,396, which includes all costs related to the design and construction of the City Project, including environmental mitigation and utility relocation.

2.03 Construction Plans. The City shall schedule periodic progress meetings with the County of not less than one per month, unless otherwise agreed by both Parties. The City and the County will mutually approve the plans and specifications related to the City Project. Any changes or modifications to the plans will be submitted to the County for review and approval prior to commencing construction or authorizing any change order.

2.04 Permits. The City shall be responsible for obtaining permits, if any, required for the construction of the City Project.

2.05 Operation and Maintenance After Acceptance. City shall be responsible for the operation and maintenance of the City Project improvements within the City's territorial limits.

III.
COUNTY OBLIGATIONS

3.01 County ROW Dedication. Within forty-five (45) days of the Effective Date of this Agreement, the County shall dedicate to the City three tracts of land totaling approximately 3.343 acres of Southeast Inner Loop right-of-way and shall dedicate to the City approximately 0.945 acres as a Temporary Construction Easement for the City Project, as further described in Exhibit "B" attached hereto and incorporated herein.

3.02 County Payment. The County shall reimburse the City for the City Project in an amount not to exceed EIGHTEEN MILLION EIGHT HUNDRED FIFTY-TWO THOUSAND SIX HUNDRED SIXTY-NINE and 00/100 Dollars ($18,852,669.00) for the design, right-of-way acquisition, and construction costs, including utility relocation costs (together "County Participation Amount"). The City will submit reimbursement requests up to the County Participation Amount using the following payment schedule: 25% upon full execution of the Agreement between the City and the County, 25% upon awarding bid, 25% when construction is 50% complete, as determined by the value of the work completed to date against the contract amount, and 25% upon substantial completion. The payment schedule is anticipated to follow the

milestones identified in the anticipated project schedule shown in Exhibit "C" attached hereto.

Each reimbursement request will be submitted in a timely manner with proper documentation to support the expenditures. The County shall make a good faith effort to remit payment to the City, up to the total County Participation Amount, within thirty (30) days after receipt date of reimbursement request from the City.

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

3.04 Deed and Easement Forms. All deeds and easements conveyed to the City must be in the form posted by the City on the City's website at https://realestate.georgetown.org/, which may be modified only with prior City Attorney approval. As to any deed or easement in favor of the City for which there is no template or form posted on the City's website, the term "Approved Form" shall mean a document in the form pre-approved by the City Attorney.

IV.
DISPUTES

4.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damages arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration, or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

4.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in monetary damages alone, the Parties agree that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

4.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

V.
GENERAL PROVISIONS

5.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code.*

5.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the City Project and acceptance of the public improvements by the City.

5.03 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

5.04 Payment from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

5.05 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

5.06 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the City Project shown in Exhibit A.

5.07 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

5.08 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. The venue for any action arising hereunder will be in Williamson County, Texas.

5.09 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

GEORGETOWN: P.O. Box 409
Georgetown, Texas 78627
Attn: City Manager
Telephone: (512) 930-3652
Facsimile: (512) 930-3559
Email: david.morgan@georgetown.org

COUNTY: 710 S. Main Street,
Georgetown, Texas 78626
Attn: Steven Snell
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

5.10 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

5.11 Authority. Each Party represents and warrants that it has the full right, power, and authority to execute this Agreement.

5.12 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement. If the Project has not been completed within five (5) years after the Effective Date, the County reserves the right to terminate this agreement.

5.13 No Joint Venture. The City Project is a sole project of the City and is not a joint venture or other partnership with the County.

(SIGNATURES ON FOLLOWING PAGE)

THE CITY OF GEORGETOWN, TEXAS

By: _____
Josh Schroeder, Mayor

ATTEST:

By: Robyn Densmore
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By: _____
Skye Masson, City Attorney

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this 27th day of August, 2025, by Josh Schroeder as Mayor of the City of Georgetown, Texas, on behalf of said City.

LINDA RUTH WHITE
Notary Public, State of Texas
Comm. Expires 05-24-2028
Notary ID 124936123

Linda Ruth White
Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

By:_____
Steve Snell, County Judge

ATTEST:

By: _____
Nancy Rister, County Clerk

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this _____, by Steve Snell, County Judge of Williamson County, Texas, on behalf of said County.

_____
Notary Public, State of Texas

Exhibit "A"
City Project Description

Smith Creek Rd
I.O.O.F. Cemetery
Southwestern University
E University Ave
E 7th St
E 13th St
S College St
S Pine St
Maple St
Hutto Rd
Southwestern Blvd
Jan Ln
Perkins Pl
Georgetown Inner Loop
Churchill Farms Dr
Belmont Dr
Geneva Park
Quail Valley Dr
Old 1460 Trl
Sam Houston Ave
Rockride Ln
FM 1460
Ignacia D
29
Project Location Map
SE Inner Loop
Georgetown, Williamson County, Texas
Project Location
N
0 0.15 0.3
Miles
Sources: © Nearmap, 2023
Lake Georgetown Recreational Area
Project Location
Georgetown
Leander
Cedar Park
Round Rock
195
35

Exhibit "B"
ROW and TCE Metes and Bounds Description

stv

1 Christopher Lee, Suite 100
Round Rock, TX 78681
o 512.248.0065 | f 512.248.0150
stvinc.com

EXHIBIT "B"

METES AND BOUNDS DESCRIPTON

BEING A 2.992 ACRE TRACT OF LAND OUT OF THE WILLIAM ADDISON SURVEY, ABSTRACT NO. 21, WILLIAMSON COUNTY, TEXAS; SAID 2.992 ACRE TRACT BEING A PART OF THAT CERTAIN CALLED 103.5913 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO THE COUNTY OF WILLIAMSON, TEXAS, AS RECORDED IN VOLUME 2332, PAGE 141, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.T.); SAID 2.992 ACRE TRACT SHOWN ON ACCOMPANYING SKETCHES AND BEING MORE PARTICULARLY DESCRIBED IN TWO PARTS, PART 1, A 2.840 ACRE TRACT AND PART 2, A 0.152 ACRE TRACT, BY METES AND BOUNDS AS FOLLOWS:

Part 1 – 2.840 Acres

COMMENCING from a 1/2-inch iron rod with orange cap stamped "5784" found marking the west line of said 103.5913 acre tract and the east right-of-way (R.O.W.) line of Rockride Lane (R.O.W. varies), said R.O.W. being the east corner of that certain called 3.14 acre tract to the City of Georgetown, in Exhibit "C" and recorded in Document No. 2006081859 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.T.);

THENCE, (L1) North 21° 02' 00" West, with the common line of said 103.5913 acre tract and said 3.14 acre tract, same being the north R.O.W. line of Rockride Lane, a distance of 73.07 feet to a 5/8-inch iron rod with yellow plastic cap stamped "STV" (hereafter referred to as "STV cap") set, for the south corner and **POINT OF BEGINNING** of the herein described tract, said point also being on the proposed east R.O.W. line of SE Inner Loop;

THENCE, continuing with said common line (L2) **North 21° 02' 00" West**, a distance of **132.46 feet** to a calculated point on a curve of the apparent existing R.O.W. line of SE Inner Loop (R.O.W. varies), for the southwest corner of the herein described tract;

THENCE, through the interior of said 103.5913 acre tract, with the apparent east R.O.W. line of said SE Inner Loop, the following four (4) course and distances:

1) with the arc of said curve to the left, (C1) having a radius of **1,910.93 feet**, an arc length of **1,203.20 feet**, a central angle of **36° 04' 33"**, and a chord bearing and distance of **North 19° 28' 02" East – 1183.42 feet** to a calculated point at the end of said curve;

2) **North 01° 26' 00" East**, a distance of **710.93 feet** to a calculated point for the northwest corner of the herein described tract;

3) (L3) **South 88° 34' 00" East**, a distance of **32.27 feet** to a calculated point for the northeast corner of the herein described tract;

4) (L4) **South 01° 31' 40" West**, a distance of **12.84 feet** to a 1/2-inch iron rod with orange cap stamped "5784" found marking the west corner of Lot 2, Carlson Place, Phase 4, a subdivision recorded in Document No. 2017113385, O.P.R.W.C.T.;

THENCE, continuing through the interior of said 103.5913 acre tract with the common line of the existing R.O.W. line of said SE Inner Loop and said Lot 2, the following two (2) course and distances:

1) (L5) **South 01° 31' 40" West**, a distance of **24.92 feet** to a calculated point for a corner of the herein described tract;

2) (L6) **North 46° 31' 27" East**, a distance of **7.59 feet** to a 5/8-inch iron rod with "STV cap" set for a corner of the herein described tract, said point being on the proposed east R.O.W. line of SE Inner Loop;

THENCE, continuing through the interior of said 103.5913 acre tract, with the proposed east R.O.W. line of said SE Inner Loop, the following eight (8) course and distances:

1) **South 01° 25' 30" West**, a distance of **431.04 feet** to a 5/8-inch iron rod with "STV cap" set for an angle point of the herein described tract;

2) (L7) **South 43° 42' 54" East**, a distance of **47.87 feet** to a 5/8-inch iron rod with "STV cap" set for an angle point of the herein described tract;

3) **South 00° 31' 18" West**, a distance of **318.33 feet** to a 5/8-inch iron rod with "STV cap" set for an angle point of the herein described tract;

4) **South 10° 49' 41" West**, a distance of **374.59 feet** to a 5/8-inch iron rod with "STV cap" set for an angle point of the herein described tract;

5) (L8) **South 18° 34' 53" West**, a distance of **152.13 feet** to a 5/8-inch iron rod with "STV cap" set for an angle point of the herein described tract;

6) **South 23° 33' 37" West**, a distance of **267.42 feet** to a 5/8-inch iron rod with "STV cap" set and being the beginning of a curve, for an angle point of the herein described tract;

7) with the arc of said curve to the right, (C2) having a radius of **1,965.00 feet**, an arc length of **310.23 feet**, a central angle of **09° 02' 45"**, and a chord bearing and distance of **South 31° 54' 39" West – 309.91 feet** to a to 5/8-inch iron rod with "STV cap" set at the end of said curve;

8) (L9) **South 15° 31' 59" West**, a distance of **116.89 feet** to a the **POINT OF BEGINNING** and containing 2.840 acres of land, more or less.

Part 2 – 0.152 Acre

BEGINNING at a 1/2-inch iron rod found marking the existing east right-of-way (R.O.W.) line of SE Inner Loop (R.O.W. varies), at the north corner of Lot 1, Carlson Place, Phase 4, a subdivision recorded in Document No. 2017113385, of the Official Public Records of Williamson County, Texas (O.P.R.W.C.T.) and a corner of the said 103.5913 acre tract for the southwest corner and **POINT OF BEGINNING** hereof, from which a 1/2-inch iron rod with orange cap stamped "5784" found marking the west corner of said Lot 1 and being the intersection of said east R.O.W. line of SE Inner Loop and the existing north R.O.W. line of Wey Hill Drive (65-foot R.O.W. width) bears (L11) South 01° 18' 38" West, a distance of 24.91 feet;

THENCE, North 01° 18' 38" East, with said existing east R.O.W. line of SE Inner Loop, a distance of **867.50 feet** to a calculated point on the common north line of said 103.5913 acre tract and the south line of Lot 1, Stonehedge, Section Two, a subdivision recorded in Cabinet G, Slide 283 of the Plat Records of Williamson County, Texas, same being at an angle point in said SE Inner Loop R.O.W., for the northwest corner of the herein described tract;

THENCE, (L12) **North 68° 40' 26" East**, with said common line a distance of **10.71 feet** to a 5/8-inch iron rod with yellow plastic cap stamped "STV" (hereafter referred to as "STV cap") set, for the northeast corner of the herein described tract, said point being on the proposed east R.O.W. line of SE Inner Loop, from which a 1/2-inch iron rod found on the north line of said 103.5913 acre tract at the common southeast corner of said Lot 1 and the southwest corner of Lot 3, of said Stonehedge, Section Two subdivision bears (L14) North 68° 40' 26" East, a distance of 133.45 feet;

THENCE, South 01° 36' 39" West, through the interior of said 103.5913 acre tract with the proposed east R.O.W. line of said SE Inner Loop, a distance of **876.94 feet** to a to 5/8-inch iron rod with "STV cap" set, on the northeast line of said Lot 1, Carlson Place, Phase 4 subdivision, for the southeast corner of the herein described tract;

THENCE, (L13) **North 43° 34' 18" West**, with the northeast line of said Lot 1, a distance of **7.49 feet** to the **POINT OF BEGINNING** and containing 0.152 acre of land, more or less.

TEMPORARY CONSTRUCTION EASEMENT

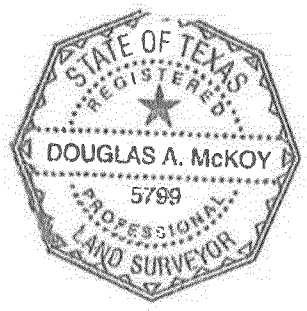
IN ADDITION TO, it is intended to create a twenty (20) foot wide and a twenty (25) foot wide Temporary Construction Easement adjacent and parallel to the west right-of-way line of SE Inner Loop as graphically shown on the attached exhibit and contains a computed area of 0.945 acre.

Basis of Bearings: Bearings are based on the Texas Coordinate System (Central Zone, NAD83), which is based on Trimble's Central Texas GPS Cooperative CORS RTK Network.

That I, Douglas A. McKoy, a Registered Professional Land Surveyor, do hereby certify that the above description and drawing attached hereto 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.

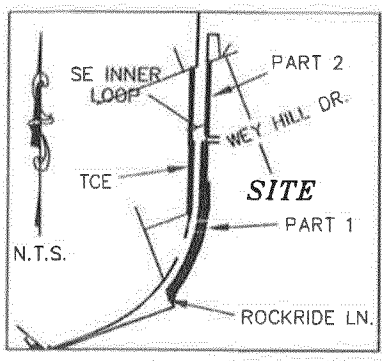
2024.10.16

Douglas A. McKoy, R.P.L.S. No. 5799
STV
One Chisholm Trail, Suite 130
Round Rock, Texas 78681
Ph. (512) 248-0065
TBPLS Firm No. 10194125
Project No. 2100704



10-16-2024
Date

EXHIBIT "B"



MATCHLINE SHEET 5 OF 6

DRAINAGE EASEMENT
DOC # 2019065519
O.P.R.W.C.T.

PARCEL 13
TCE
0.945 ACRE

COUNTY OF WILLIAMSON, TEXAS
CALLED 103.5913 ACRES
VOL. 2332, PG. 141
O.R.W.C.T.

"WILLIAMSON COUNTY" ALUMINUM CAP

25'

S 00°31'18" W
318.33'

DRAINAGE EASEMENT
DOC # 2019065520
O.P.R.W.C.T.

0' 75' 150'

S 10°49'41" W
374.59'

WILLIAM ADDISON SURVEY
ABSTRACT NO. 21
WILLIAMSON COUNTY, TEXAS

EXIST. R.O.W.

APPROX. R.O.W.

EROP R.O.W. LINE

PARCEL 13
PART 1
PROPOSED R.O.W.
2.840 ACRE

100' ELECTRIC EASEMENT
VOLUME 679, PAGE 902
D.R.W.C.T.

WATER LINE EASEMENT
DOC # 2013080696
O.P.R.W.C.T.

LCRA TRANSMISSION
SERVICES CORPORATION
CALLED 5.24 ACRES
DOCUMENT NO. 2014056419
O.P.R.W.C.T.

COUNTY OF WILLIAMSON, TEXAS
CALLED 103.5913 ACRES
VOL. 2332, PG. 141
O.R.W.C.T.

SE INNER LOOP
(R.O.W. WIDTH VARIES)

30' ELECTRIC EASEMENT
VOLUME 1369, PAGE 110
O.R.W.C.T.

S 23°33'37" W
267.42'

VERGIL H. POARCH AND
WIFE, JESSE N. POARCH
CALLED 104.66 ACRES
TRACT II
VOL. 836, PG. 593
D.R.W.C.T.

SIDEWALK MAINTENANCE
AND ACCESS EASEMENT
DOC # 2013106695
O.P.R.W.C.T.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 21°02'00" W	73.07'
L2	N 21°02'00" W	132.46'
L8	S 18°34'53" W	152.13'
L9	S 15°31'59" W	116.89'
L17	S 68°57'45" W	28.25'

GENERAL NOTES:

1) SUBJECT TO ANY AND ALL COVENANTS, RESTRICTIONS, EASEMENTS AND CONDITIONS THAT MAY BE APPLICABLE.
2) BEARINGS ARE BASED ON THE TEXAS CENTRAL ZONE STATE COORDINATE SYSTEM NAD'83 (HARN'93) WHICH IS BASED ON THE TRIMBLE RTKNET.
3) ALL DISTANCES ARE SURFACE DISTANCES.
4) EAST R.O.W. LINE IS BASED ON RECORD INFORMATION. THERE MAY BE ADDITIONAL UNRECORDED INFORMATION THAT MAY SHOW OTHERWISE.

ROCKRIDE LANE
(R.O.W. WIDTH VARIES)

EXIST. R.O.W.

P.O.B. PART 1

P.O.C. PART 1

"RPLS 5784" ORANGE CAP

CITY OF GEORGETOWN
CALLED 3.14 ACRES
EXHIBIT "C"
DOC. NO. 2006081859
O.P.R.W.C.T.

CURVE TABLE					
CURVE	RADIUS	ARC	DELTA	CH. BEARING	CHORD
C1	1910.93'	1203.20'	036°04'33"	N 19°28'02" E	1183.42'
C2	1965.00'	310.23'	009°02'45"	S 31°54'39" W	309.91'
C3	1790.93'	157.99'	005°03'16"	S 03°57'33" W	157.94'
C4	1765.93'	168.83'	005°28'40"	N 04°10'15" E	168.77'

SURVEYED: DECEMBER, 2022

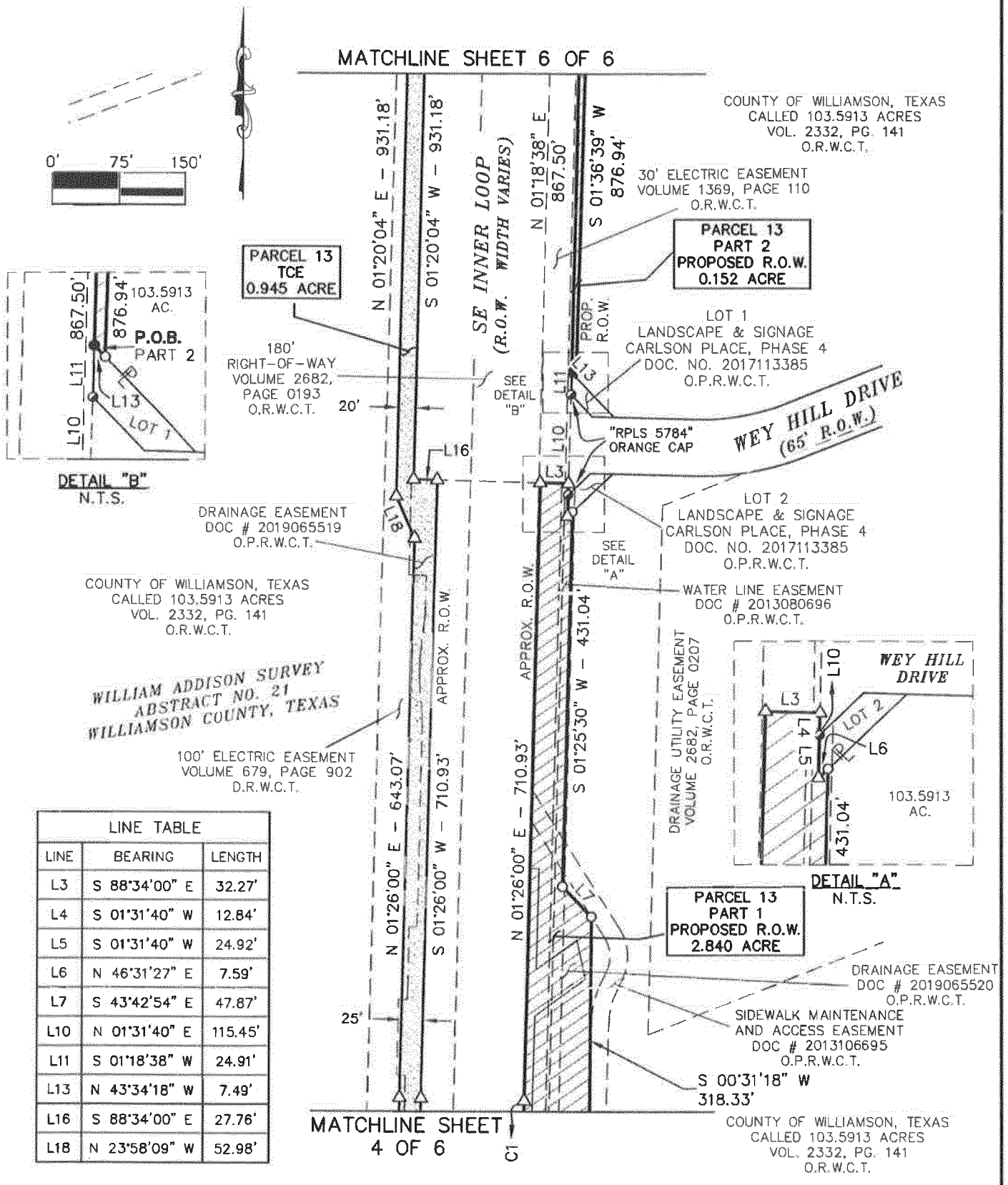
1 Chisholm Trail, Suite 130
Round Rock, Texas 78681 512.248.0065
TEXAS REGISTERED ENGINEERING FIRM F-1741
TBPELS 10194125

DRAFT DATE 10-16-2024
DRAWN BY DLM/JLC
DIGITAL FILE P13 - 2.992 AC.DWG
FIELDBOOK 532, 530, 535, 556, 569

R:\Projects\2100704 - City of Georgetown - SE Inner Loop\PARCELS\P13 - 2.992 AC\P13 - 2.992 AC-JLC.dwg 10/16/2024 - 1:42pm

© 2024 ALL RIGHTS RESERVED

EXHIBIT "B"



LINE TABLE		
LINE	BEARING	LENGTH
L3	S 88°34'00" E	32.27'
L4	S 01°31'40" W	12.84'
L5	S 01°31'40" W	24.92'
L6	N 46°31'27" E	7.59'
L7	S 43°42'54" E	47.87'
L10	N 01°31'40" E	115.45'
L11	S 01°18'38" W	24.91'
L13	N 43°34'18" W	7.49'
L16	S 88°34'00" E	27.76'
L18	N 23°58'09" W	52.98'

SURVEYED: DECEMBER, 2022

1 Chisholm Trail, Suite 130
Round Rock, Texas 78681 512.248.0065
TEXAS REGISTERED ENGINEERING FIRM F-1741
TBPELS 10194125

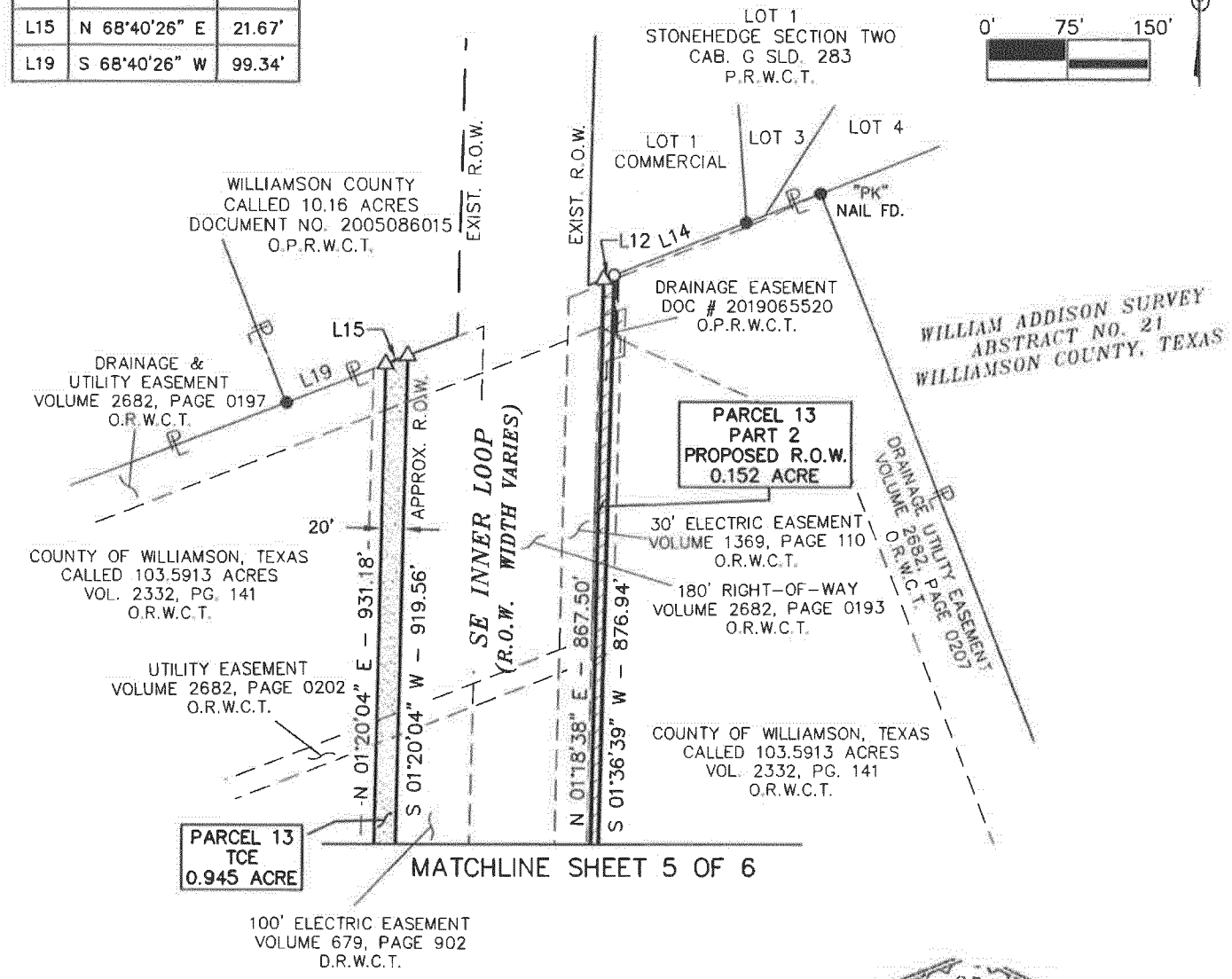
DRAFT DATE 10-16-2024
DRAWN BY DLM/JLC
DIGITAL FILE P13 – 2.992 AC.DWG
FIELDBOOK 532, 530, 535, 556, 569

R:\Projects\2100704 – City of Georgetown – SE Inner Loop\PARCELS\P13 – 2.992 AC\P13 – 2.992 AC-JLC.dwg 10/16/2024 – 1:41pm

© 2024 ALL RIGHTS RESERVED

EXHIBIT "B"

LINE TABLE		
LINE	BEARING	LENGTH
L12	N 68°40'26" E	10.71'
L14	N 68°40'26" E	133.45'
L15	N 68°40'26" E	21.67'
L19	S 68°40'26" W	99.34'



LEGEND

- △ = CALCULATED POINT
- ○ = 5/8" IRON ROD WITH YELLOW CAP STAMPED "STV" SET
- ◪ = 1/2" IRON ROD WITH CAP "AS NOTED" FOUND
- ● = 1/2" IRON ROD FOUND
- D.R.W.C.T. = DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T. = OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- R.P.R.W.C.T. = REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- ⟷ = CONTIGUOUS OWNERSHIP

STATE OF TEXAS
REGISTERED
DOUGLAS A. McKOY
5799
PROFESSIONAL
LAND SURVEYOR

2024.10.16

DOUGLAS A. McKOY, RPLS NO. 5799

SURVEYED: DECEMBER, 2022

stv
1 Chisholm Trail, Suite 130
Round Rock, Texas 78681 512.248.0065
TEXAS REGISTERED ENGINEERING FIRM F-1741
TBPELS 10194125

DRAFT DATE 10-16-2024
DRAWN BY DLM/JLC
DIGITAL FILE P13 - 2.992 AC.DWG
FIELDBOOK 532, 530, 535, 556, 569

R:\Projects\2100704 - City of Georgetown - SE Inner Loop\PARCELS\P13 - 2.992 AC\P13 - 2.992 AC-JLC.dwg 10/16/2024 - 1:40pm

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EXHIBIT "B"

TITLE COMMITMENT NOTE:

ONLY THOSE EASEMENTS AND THAT INFORMATION LISTED IN TEXAN TITLE INSURANCE COMPANY, TITLE COMMITMENT GF NO. GT2402880, EFFECTIVE DATE SEPTEMBER 9 2024, ISSUED DATE SEPTEMBER 17, 2024 AND RELISTED BELOW WERE CONSIDERED FOR THIS SURVEY. NO OTHER EASEMENT RESEARCH WAS PERFORMED BY STV.

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception): Tract 2: Volume 1194, Page 468 and Volume 2332, Page 132, Official Records, Williamson County, Texas. (DO AFFECT THIS TRACT)

TRACT 2:

k. Right of Way Easement dated July 7, 1936, executed by Carl C. E. Gustafson and wife, Amy Gustafson to Texas Power & Light Company, recorded in Volume 282, Page 173, Deed Records, Williamson County, Texas. (DOES AFFECTS BY INGRESS/EGRESS)

l. Right of Way Easement dated June 6, 1940, Carl C. E. Gustafson and wife, Amy Gustafson to Texas Power Light Company, recorded in Volume 299, Page 485, Deed Records, Williamson County, Texas. (DOES AFFECT BY INGRESS/EGRESS)

m. Easement and Right of Way dated July 27, 1977, executed by Mildred G. Carlson and husband, Rodney E.Carlson to Texas Power & Light Company, recorded in Volume 679, Page 902, Deed Records, Williamson County , Texas. (DOES AFFECT–SHOWN)

n. Easement and Right of Way dated August 7, 1984, executed by Mildred G. Carlson and husband, Rodney E. Carlson to General Telephone Company, recorded in Volume 1058, Page 136, Official Records, Williamson County , Texas. (DOES NOT AFFECT)

o. Easement and Right of Way dated April 19, 1985, executed by Mildred G. Carlson and husband, Rodney E. Carlson to Texas Power & Light Company, recorded in Volume 1369, Page 110, Official Records,Williamson County,Texas.(DOES AFFECT–SHOWN)

p. Public Right of Way dated January 3, 1995, executed by Williamson County, Texas to City of Georgetown, recorded in Volume 2682, Page 193, Official Records, Williamson County, Texas. (DOES AFFECT–SHOWN)

q. Utility Easement dated January 3, 1995, executed by Williamson County to the City of Georgetown, recorded in Volume 2682, Page 197, Official Records, Williamson County, Texas. (DOES AFFECT–SHOWN)

r. Utility Easement dated January 3, 1995, executed by Williamson County, Texas to the City of Georgetown, recorded in Volume 2682, Page 202, Official Records, Williamson County, Texas. (DOES AFFECT–SHOWN)

s. Right of Way Easement as set out and described in Warranty Deed dated June 4, 1985, executed by Mildred Carlson and husband, Rodney Carlson to Marbert G. More, Jr., recorded in Volume 1194, Page 468, Official Records, Williamson County, Texas. (DOES AFFECT–SHOWN)

t. Drainage Utility Easement dated January 10, 1995, executed by Williamson County to the City of Georgetown, Texas, recorded in Volume 2682, Page 207, Official Records, Williamson County, Texas. (DOES AFFECT–SHOWN)

u. Utility Easement dated September 12, 2006, executed by Williamson County to the City of Georgetown, Texas, recorded under Document No. 2006089488 , Official Records, Williamson County, Texas.(DOES NOT AFFECT)

v. Public Wastewater Easement dated July 10, 2007, Williamson County to Georgetown Independent School District, recorded under Document No. 2006089488, Official Records, Williamson County, Texas . (DOES NOT AFFECT)

w. Georgetown Wastewater Easement dated November 13, 2007, executed by Williamson County to the City of Georgetown, Texas, recorded under Document No. 2007103823, Official Records, Williamson County,Texas. (DOES NOT AFFECT)

x. Georgetown Water Line Easement dated September 25, 2007, executed by Williamson County to the City of Georgetown, Texas, recorded under Document No. 2007106835, Official Records, Williamson County, Texas. (DOES NOT AFFECT)

y. Georgetown Utility Easement dated January 10, 2008, executed by Williamson County to the City of Georgetown, Texas, recorded under Document No. 2008005963, Official Records, Williamson County,Texas. (DOES NOT AFFECT)

z. Georgetown Water Line Easement dated September 25, 2007, executed by Williamson County to the City of Georgetown, Texas, recorded under Document No. 2013080696, Official Records, Williamson County,Texas. (DOES AFFECT–SHOWN)

aa. Sidewalk Maintenance and Access Easement dated October 8, 2013, executed by Williamson County to the City of Georgetown, Texas, recorded under Document No. 2013080695, Official Records, Williamson County, Texas. (DOES AFFECT–SHOWN)

bb. Drainage Easement dated July 16, 2019, executed by Williamson County to the City of Georgetown, Texas,recorded under Document No. 2019065519, Official Records, Williamson County, Texas. (DOES AFFECT–SHOWN)

cc. Drainage Easement dated July 16, 2019, executed by Williamson County to the City of Georgetown, Texas, recorded under Document No. 2019065520, Official Records, Williamson County, Texas. (DOES AFFECT–SHOWN)

dd. Terms, conditions, and stipulations of that certain Memorandum of Lease recorded June 26, 2024 under Document No. 2024050643, Official Public Records, Williamson County, Texas. (NOT A SURVEY RELATED ITEM)

stv
1 Chisholm Trail, Suite 130
Round Rock, Texas 78681 512.248.0065
TEXAS REGISTERED ENGINEERING FIRM F-1741
TBPELS 10194125

DRAFT DATE 10–16–2024
DRAWN BY DLM/JLC
DIGITAL FILE P13 – 2.992 AC.DWG
FIELDBOOK 532, 530, 535, 556, 569

R:\Projects\2100704 – City of Georgetown – SE Inner Loop\PARCELS\P13 – 2.992 AC\P13 – 2.992 AC–JLC.dwg 10/16/2024 – 2:41pm

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stv

1 Chisholm Trail, Suite 130
Round Rock, TX 78681
p. 512.238.0065 | f. 512.246.0359
stvinc.com

EXHIBIT "B"

METES AND BOUNDS DESCRIPTON

BEING A 0.351 ACRE TRACT OF LAND OUT OF THE WILLIAM ADDISON SURVEY, ABSTRACT NO. 21, WILLIAMSON COUNTY, TEXAS; SAID 0.351 ACRE TRACT BEING A PART OF THAT CERTAIN CALLED 10.16 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED TO WILLIAMSON COUNTY, TEXAS, AS RECORDED IN DOCUMENT NO. 2005086015, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.); SAID 0.351 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING from a 1/2-inch iron rod with red cap stamped "Williamson County" found marking the north line of a called 103.5913 acre tract of land described in a Special Warranty Deed to the County of Williamson, Texas, of the Deed Records of Williamson County, Texas, and at the southwest corner of said 10.16 acre tract;

THENCE, (L4) North 68° 40' 26" East, with the common line of said 103.5913 acre tract and said 10.16 acre tract, a distance of 151.16 feet to a 5/8-inch iron rod with yellow plastic cap stamped "STV" (hereafter referred to as "STV cap") set, for the southwest corner and **POINT OF BEGINNING** of the herein described tract, said point also being on the proposed west right-of-way (R.O.W.) line of SE Inner Loop;

THENCE, through the interior of said 10.16 acre tract, with said proposed west R.O.W. line of SE Inner Loop, the following three (3) course and distances:

1) **North 01° 31' 29" East**, a distance of **460.68 feet** to 5/8-inch iron rod with "STV cap" set, for an angle point of the herein described tract;

2) **North 00° 03' 47" East**, a distance of **317.54 feet** to 5/8-inch iron rod with "STV cap" set, for an angle point of the herein described tract;

3) (L1) **North 01° 32' 02" East**, a distance of **30.16 feet** to 5/8-inch iron rod with "STV cap" set on the common northeast line of said 10.16 acre tract and the southwest line of Lot 1, Block D, Georgetown Crossing Phase 1, a subdivision recorded in Cabinet U, Slide 158-159 of the Plat Records of Williamson County, Texas, for northwest corner of the herein described tract, from which a 1/2-inch iron rod with red cap stamped "Baseline Inc" found on the southwest line of said Lot 1, and marking the northeast corner of said 10.16 acre tract bears (L5) North 21° 31' 44" West, a distance of 213.73 feet;

THENCE, with said common line (L2) **South 21° 31' 44" East**, a distance of **68.11 feet** to a calculated point at an angle point of the approximate west R.O.W. line of SE Inner Loop, for the northeast corner of the herein described tract;

THENCE, **South 01° 36' 06" West**, with the approximate west R.O.W. line of said SE Inner Loop, a distance of **738.20 feet** to a calculated point on the south line of said 10.16 acre tract, said point also being at a corner of said SE Inner Loop R.O.W., for the southeast corner of the herein described tract:

THENCE, (L3) **South 68° 40' 26" West**, continuing with the approximate west R.O.W. line of said SE Inner Loop and said 10.16 acre tract, a distance of **19.08 feet** to the **POINT OF BEGINNING** and containing 0.351 acres of land.

Basis of Bearings: Bearings are based on the Texas Coordinate System (Central Zone, NAD83), which is based on Trimble's Central Texas GPS Cooperative CORS RTK Network.

That I, Douglas A. McKoy, a Registered Professional Land Surveyor, do hereby certify that the above description and drawing attached hereto 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.

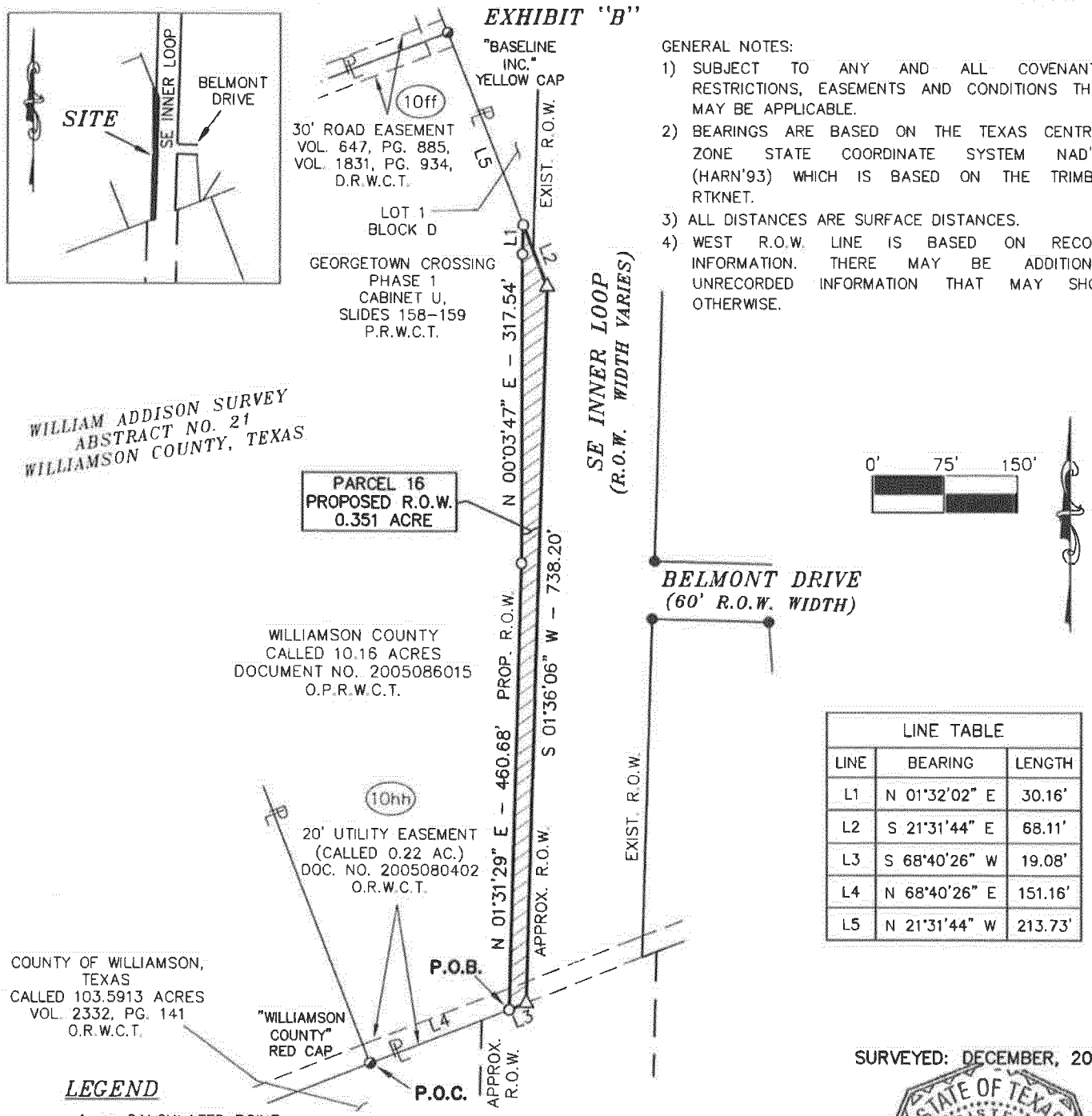
2024. 10. 29

Douglas A. McKoy, R.P.L.S. No. 5799
STV
One Chisholm Trail, Suite 130
Round Rock, Texas 78681
Ph. (214) 589-6914
TBPLS Firm No. 10194115
Project No. 2100704

STATE OF TEXAS
REGISTERED
DOUGLAS A. McKOY
5799
PROFESSIONAL
LAND SURVEYOR

10-29-2024
Date

EXHIBIT "B"



GENERAL NOTES:

1) SUBJECT TO ANY AND ALL COVENANTS, RESTRICTIONS, EASEMENTS AND CONDITIONS THAT MAY BE APPLICABLE.
2) BEARINGS ARE BASED ON THE TEXAS CENTRAL ZONE STATE COORDINATE SYSTEM NAD'83 (HARN'93) WHICH IS BASED ON THE TRIMBLE RTKNET.
3) ALL DISTANCES ARE SURFACE DISTANCES.
4) WEST R.O.W. LINE IS BASED ON RECORD INFORMATION. THERE MAY BE ADDITIONAL UNRECORDED INFORMATION THAT MAY SHOW OTHERWISE.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 01°32'02" E	30.16'
L2	S 21°31'44" E	68.11'
L3	S 68°40'26" W	19.08'
L4	N 68°40'26" E	151.16'
L5	N 21°31'44" W	213.73'

LEGEND

- △ = CALCULATED POINT
- ○ = 5/8" IRON ROD WITH YELLOW CAP STAMPED "STV" SET
- ◒ = 1/2" IRON ROD WITH CAP "AS NOTED" FOUND
- ● = 1/2" IRON ROD FOUND

D.R.W.C.T. = DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.T. = OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
R.P.R.W.C.T. = REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T. = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
(10aa) = TITLE COMMITMENT SCHEDULE B REFERENCE

SURVEYED: DECEMBER, 2022

STATE OF TEXAS
REGISTERED
DOUGLAS A. McKOY
5799
PROFESSIONAL
LAND SURVEYOR

2024.10.29

DOUGLAS A. McKOY, RPLS NO. 5799

stv
1 Chisholm Trail, Suite 130
Round Rock, Texas 78681 512.248.0065
TEXAS REGISTERED ENGINEERING FIRM F-1741
TBPELS 10194115

DRAFT DATE 10-29-2024
DRAWN BY DLM
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EXHIBIT "B"

TITLE COMMITMENT NOTE:

ONLY THOSE EASEMENTS AND THAT INFORMATION LISTED IN TEXAN TITLE INSURANCE COMPANY, TITLE COMMITMENT GF NO. GT2402880, EFFECTIVE DATE SEPTEMBER 9 2024, ISSUED DATE SEPTEMBER 17, 2024 AND RELISTED BELOW WERE CONSIDERED FOR THIS SURVEY. NO OTHER EASEMENT RESEARCH WAS PERFORMED BY STV.

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception)

Tract 3: Volume 647, Page 885, Deed Records, Williamson County, Texas (DOES AFFECT AS DESCRIBED)

item 10 (continued)

ee Right of Way Easement dated July 7, 1936, executed by Eric Carlson and wife, Ellinore Carlson to Texas Power & Light Company, recorded in Volume 282, Page 270, Deed Records, Williamson County, Texas. (UNLOCATABLE BY DESCRIPTION – DOES AFFECT BY INGRESS/EGRESS.)

ff Easements as set out and described in Warranty Deed dated September 24, 1976, executed by University Acres, Inc. to William A. Morse, recorded in Volume 647, Page 885, Deed Records, Williamson County, Texas. (DOES NOT AFFECT THIS TRACT – SHOWN ON PLAT)

gg Mineral reservation as shown in deed from University Acres, Inc. to William A. Morse, dated September 24, 1976 and recorded in Volume 647, page 885, Deed Records of Williamson County, Texas. Said mineral interest has not been researched since the date of said deed. (NOT ADDRESSED THIS SURVEY)

hh Utility Easement dated February 15, 1993, executed by William A. Morse to the City of Georgetown, Texas, recorded under Document No. 2005080402, Official Records, Williamson County, Texas. (DOES AFFECT THIS TRACT – SHOWN ON PLAT)

I:\Projects\2100\04 – City of Georgetown – SL Inner Loop\PARCELS\P16 – 0.351 AC\P16 – 0.351 AC.dwg 10/29/2024 – 11:40am

SURVEYED: DECEMBER, 2022

stv
1 Chisholm Trail, Suite 130
Round Rock, Texas 78681 512.248.0065
TEXAS REGISTERED ENGINEERING FIRM F-1741
TBPELS 10194115

DRAFT DATE 10-29-2024
DRAWN BY DLM
DIGITAL FILE P16 – 0.351 AC.DWG
FIELDBOOK 532, 530, 535, 556, 569

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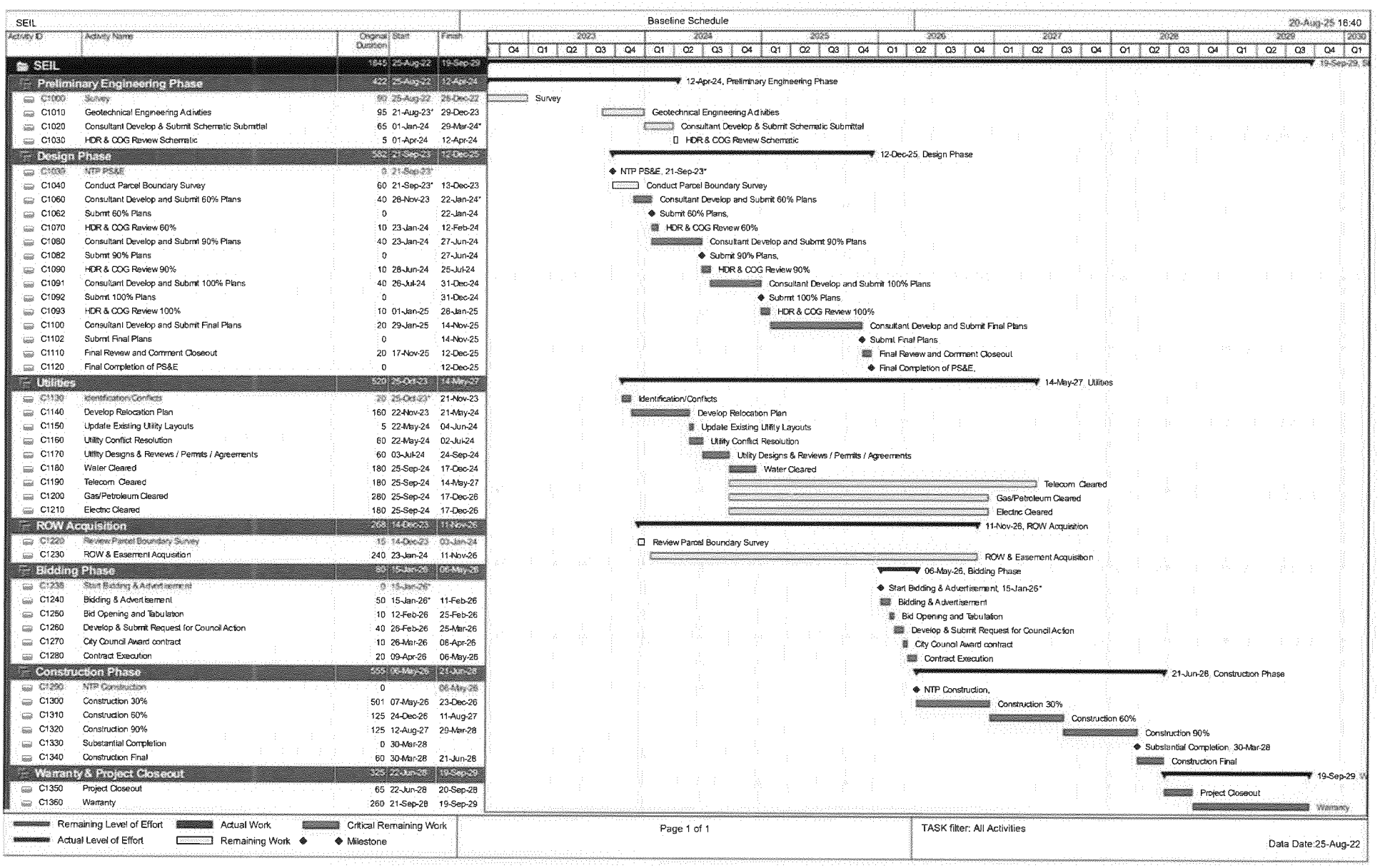
Exhibit "C"
Project Schedule


SEIL
Baseline Schedule
20-Aug-25 16:40
Activity ID
Activity Name
Original Duration
Start
Finish
2023
2024
2025
2026
2027
2028
2029
2030
SEIL 1845 25-Aug-22 19-Sep-29
Preliminary Engineering Phase 422 25-Aug-22 12-Apr-24
C1000 Survey 90 25-Aug-22 28-Dec-22
C1010 Geotechnical Engineering Activities 95 21-Aug-23* 29-Dec-23
C1020 Consultant Develop & Submit Schematic Submittal 65 01-Jan-24 29-Mar-24*
C1030 HDR & COG Review Schematic 5 01-Apr-24 12-Apr-24
Design Phase 552 21-Sep-23 12-Dec-25
C1039 NTP PS&E 0 21-Sep-23*
C1040 Conduct Parcel Boundary Survey 60 21-Sep-23* 13-Dec-23
C1060 Consultant Develop and Submit 60% Plans 40 28-Nov-23 22-Jan-24*
C1062 Submit 60% Plans 0 22-Jan-24
C1070 HDR & COG Review 60% 10 23-Jan-24 12-Feb-24
C1080 Consultant Develop and Submit 90% Plans 40 23-Jan-24 27-Jun-24
C1082 Submit 90% Plans 0 27-Jun-24
C1090 HDR & COG Review 90% 10 28-Jun-24 25-Jul-24
C1091 Consultant Develop and Submit 100% Plans 40 26-Jul-24 31-Dec-24
C1092 Submit 100% Plans 0 31-Dec-24
C1093 HDR & COG Review 100% 10 01-Jan-25 28-Jan-25
C1100 Consultant Develop and Submit Final Plans 20 29-Jan-25 14-Nov-25
C1102 Submit Final Plans 0 14-Nov-25
C1110 Final Review and Comment Closeout 20 17-Nov-25 12-Dec-25
C1120 Final Completion of PS&E 0 12-Dec-25
Utilities 520 25-Oct-23 14-May-27
C1130 Identification/Conflicts 20 25-Oct-23* 21-Nov-23
C1140 Develop Relocation Plan 160 22-Nov-23 21-May-24
C1150 Update Existing Utility Layouts 5 22-May-24 04-Jun-24
C1160 Utility Conflict Resolution 60 22-May-24 02-Jul-24
C1170 Utility Designs & Reviews / Permits / Agreements 60 03-Jul-24 24-Sep-24
C1180 Water Cleared 180 25-Sep-24 17-Dec-24
C1190 Telecom Cleared 180 25-Sep-24 14-May-27
C1200 Gas/Petroleum Cleared 280 25-Sep-24 17-Dec-26
C1210 Electric Cleared 180 25-Sep-24 17-Dec-26
ROW Acquisition 268 14-Dec-23 11-Nov-26
C1220 Review Parcel Boundary Survey 15 14-Dec-23 03-Jan-24
C1230 ROW & Easement Acquisition 240 23-Jan-24 11-Nov-26
Bidding Phase 80 15-Jan-26* 06-May-26
C1235 Start Bidding & Advertisement 0 15-Jan-26*
C1240 Bidding & Advertisement 50 15-Jan-26* 11-Feb-26
C1250 Bid Opening and Tabulation 10 12-Feb-26 25-Feb-26
C1260 Develop & Submit Request for Council Action 40 26-Feb-26 25-Mar-26
C1270 City Council Award contract 10 26-Mar-26 08-Apr-26
C1280 Contract Execution 20 09-Apr-26 06-May-26
Construction Phase 555 06-May-26 21-Jun-28
C1290 NTP Construction 0 06-May-26
C1300 Construction 30% 501 07-May-26 23-Dec-26
C1310 Construction 60% 125 24-Dec-26 11-Aug-27
C1320 Construction 90% 125 12-Aug-27 29-Mar-28
C1330 Substantial Completion 0 30-Mar-28
C1340 Construction Final 60 30-Mar-28 21-Jun-28
Warranty & Project Closeout 325 22-Jun-28 19-Sep-29
C1350 Project Closeout 65 22-Jun-28 20-Sep-28
C1360 Warranty 260 21-Sep-28 19-Sep-29
12-Apr-24, Preliminary Engineering Phase
Survey
Geotechnical Engineering Activities
Consultant Develop & Submit Schematic Submittal
HDR & COG Review Schematic
12-Dec-25, Design Phase
NTP PS&E, 21-Sep-23*
Conduct Parcel Boundary Survey
Consultant Develop and Submit 60% Plans
Submit 60% Plans,
HDR & COG Review 60%
Consultant Develop and Submit 90% Plans
Submit 90% Plans,
HDR & COG Review 90%
Consultant Develop and Submit 100% Plans
Submit 100% Plans
HDR & COG Review 100%
Consultant Develop and Submit Final Plans
Submit Final Plans
Final Review and Comment Closeout
Final Completion of PS&E,
14-May-27, Utilities
Identification/Conflicts
Develop Relocation Plan
Update Existing Utility Layouts
Utility Conflict Resolution
Utility Designs & Reviews / Permits / Agreements
Water Cleared
Telecom Cleared
Gas/Petroleum Cleared
Electric Cleared
11-Nov-26, ROW Acquisition
Review Parcel Boundary Survey
ROW & Easement Acquisition
06-May-26, Bidding Phase
Start Bidding & Advertisement, 15-Jan-26*
Bidding & Advertisement
Bid Opening and Tabulation
Develop & Submit Request for Council Action
City Council Award contract
Contract Execution
21-Jun-28, Construction Phase
NTP Construction,
Construction 30%
Construction 60%
Construction 90%
Substantial Completion, 30-Mar-28
Construction Final
19-Sep-29, W
Project Closeout
Warranty
Remaining Level of Effort
Actual Work
Critical Remaining Work
Actual Level of Effort
Remaining Work
Milestone
Page 1 of 1
TASK filter: All Activities
Data Date:25-Aug-22

Commissioners Court - Regular Session **79.**

Meeting Date: 09/09/2025

ILA with City of Liberty Hill for Adult Probation Center

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 Interlocal Agreement Regarding the Extension of Water System Improvements as a Part of the County's Liberty Hill Bypass Project Related to the Adult Probation Center Water Line.

Background

Funding Source: Facilities 501P

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/03/2025 08:29 AM
Form Started By: Don Childs		Started On: 09/02/2025 10:54 AM
Final Approval Date: 09/03/2025		

INTERLOCAL AGREEMENT REGARDING
THE EXTENSION OF WATER SYSTEM IMPROVEMENTS
AS A PART OF THE COUNTY'S LIBERTY HILL BYPASS PROJECT

RELATED TO THE ADULT PROBATION CENTER WATER LINE

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

THIS INTERLOCAL AGREEMENT REGARDING THE EXTENSION OF WATER SYSTEM IMPROVEMENTS ("**Agreement**") is entered into between the City of Liberty Hill, Texas (the "**City**"), a Texas home-rule municipality, and Williamson County, Texas, a political subdivision of the State of Texas (the "**County**"). In this Agreement, the City and the County are sometimes individually referred to as "**a Party**" and collectively referred to as "**the Parties.**"

WHEREAS, the County is and has been in the process of designing and constructing improvements to Liberty Hill Bypass, including near the Williamson County Adult Probation Center, the location of which is shown on Exhibit "A", attached hereto (the "County Project"); and

WHEREAS, some of the proposed County Project improvements include the construction and extension of water utilities ("Improvements") within existing or proposed public rights-of-way to areas in which the City's water system is or will be located as shown in Exhibit "B" attached hereto to serve the Williamson County Adult Probation Center; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I.
GENERAL STATEMENT

1.01 General. The purpose of this Agreement is to provide for the County's construction and installation of the Improvements, prior rights for future relocations of such Improvements, and the City's maintenance of the Improvements after the completion of the construction.

1.02 Prior Rights for Future Relocations. Should the County or its successors require the relocation of the Improvements constructed by this Agreement of the type and within the limits identified in Exhibit B, the County shall, at its own expense, be responsible for all costs associated with said in-kind relocation within the public rights-of-way, as may be expanded in the future. No later than sixty (60) days after the City's acceptance of the completed Improvements, the County shall execute and record a document, in a form mutually agreeable to the Parties, conveying to the City the such prior rights for relocations for the Improvements, as provided for in this section. The obligations of this section survive any termination of this Agreement.

1.03 Continuation of Service. The County agrees that the Improvements shall be undertaken so as to minimize any disruption of water service to existing customers of the City and will not result in the permanent loss of water service to any such customers.

II.
DESIGN AND CONSTRUCTION OF THE IMPROVEMENTS

2.01 County Obligations. The County shall be responsible for the engineering for the preliminary design and final design, and for the construction of the Improvements. Improvements shall be designed and constructed in compliance with the City of Liberty Hill's standard utility specifications and construction requirements. The plans for the Improvements, and any amendments or change orders to such plans, will be provided to the City for review, comment, and approval prior to construction to ensure compliance with the City's standards. The County shall provide the City with final as-built plans of the Improvements at the completion of the construction. The County shall ensure that the design for the Improvements includes the following:

Construction of 1,330 linear feet of a 6" water main, with associated valves, appurtenances, and service connections.

2.02 Maintenance. After the completion of the construction of the Improvements, the City's inspection, and the City's notice of written acceptance of the Improvements as compliant with the approved plans and City standards, the City shall own and maintain the Improvements without need of formal conveyance. Upon the City's acceptance, the County shall provide the City with copies of all documents related to the Improvements, including but not limited to: approved construction plans and specifications; final contracts and amendments, if any; approved change orders, if any; as-built drawings or surveys; applicable warranties and performance and maintenance bonds.

2.03 Inspection. The City shall inspect the Improvements during construction and upon completion, prior to the City's acceptance. If the City's inspectors determine that the construction of the Improvements by the County is not in accordance with the approved plans, and upon receipt of such notification from the City, the County shall cease construction until the deficiency can be identified and a corrective plan of construction implemented with the agreement of the City.

2.04 Insurance, Bonds, Warranties. The County shall require the contractor for the County Project to name the City as an additional insured on any policies related to the County Project. The County shall require the contractor to provide performance bonds, payment bonds, and a minimum of a one-year maintenance bond in favor of the City for the Improvements in amounts satisfactory to City. The County shall transfer and provide originals or copies of any warranties, performance, payment, and maintenance bonds for the Improvements to the City upon final completion and the City's acceptance of the Improvements. If the City identifies defects in the Improvements during a construction contractor's applicable warranty or performance or maintenance bond period, the County represents and agrees that its engineer for the County Project shall cooperate with the City in providing documentation, clarifications, and review of the identified construction defect to the same extent as the engineer would for the County under the engineer's scope of work for the County Project during such warranty period.

2.05 Construction Permits. The County and/or its contractor or agents shall be solely responsible for obtaining all regulatory permits or other approvals that are required to carry out construction of the Improvements in accordance with the Plans, however, the City shall promptly provide any reasonable assistance or information, at no cost to City, requested to assist with any permit submission process.

III.
DISPUTES

3.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

3.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agrees that after providing notice and an opportunity to cure in accordance with Section 3.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

3.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

IV.
GENERAL PROVISIONS

4.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code.*

4.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of construction and the last expiration of any applicable contractor's warranty or performance or maintenance bond related to the Improvements.

4.03 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected, and this Agreement will be construed as if the invalid portion had never been contained herein.

4.04 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from the current revenues available to the Party for such purpose.

4.05 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

4.06 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project shown in the Plans.

4.07 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

4.08 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

4.09 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed fax machine; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

CITY:
City of Liberty Hill
926 Main Street
Liberty Hill, Texas 78642
Attn: City Manager
Telephone: 512-778-5449

COUNTY:
Williamson County
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: County Judge
Telephone: (512) 943-1577

4.10 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

4.11 Authority. Each Party represents and warrants that it has the full right, power, and authority to execute this Agreement.

Exhibit A: Liberty Hill Bypass Location
Exhibit B: Waterline Location

(SIGNATURES ON THE FOLLOWING PAGE)

CITY OF LIBERTY HILL, TEXAS

By: Crystal Mancilla
Crystal Mancilla, Mayor

ATTEST:

By: Elaine Simpson
Elaine Simpson, City Secretary

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this 20th day of August, 2025, by Crystal Mancilla, a Texas home-rule city, on behalf of said city.

REBECCA HUBENAK HARNESS
NOTARY PUBLIC, STATE OF TEXAS
ID# 10289564
COMM. EXP. 07-21-2029

Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

By:_____
Steven Snell, County Judge

ATTEST:

By: _____
Nancy Rister, County Clerk

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2025, by Steven Snell, County Judge of Williamson County, Texas, on behalf of said County.

_____
Notary Public, State of Texas

EXHIBIT A

REV NO.	REVISION DESCRIPTION	APPROVED BY:	DATE

CobbFendley
TBPE NO. F-2165 TBPLS NO. 10064703
9000 N. MOPAC EXPRESSWAY, SUITE 150
AUSTIN, TEXAS 78759
512.279.6431 FAX 512.279.6437
WWW.COBBFENDLEY.COM

KEY MAP

LIBERTY HILL BYPASS
LIBERTY HILL, TEXAS

WILCO TEXAS

PROJ. NO.	1903-099-26
DESIGN:	R. NEWTON
DRAWN:	R. NEWTON
CHECK:	L. PRINCE
APPR:	H. NEWTON
DATE:	3/27/2025

STATE OF TEXAS
HOPE M. NEWTON
154023
LICENSED
PROFESSIONAL ENGINEER
3/27/2025

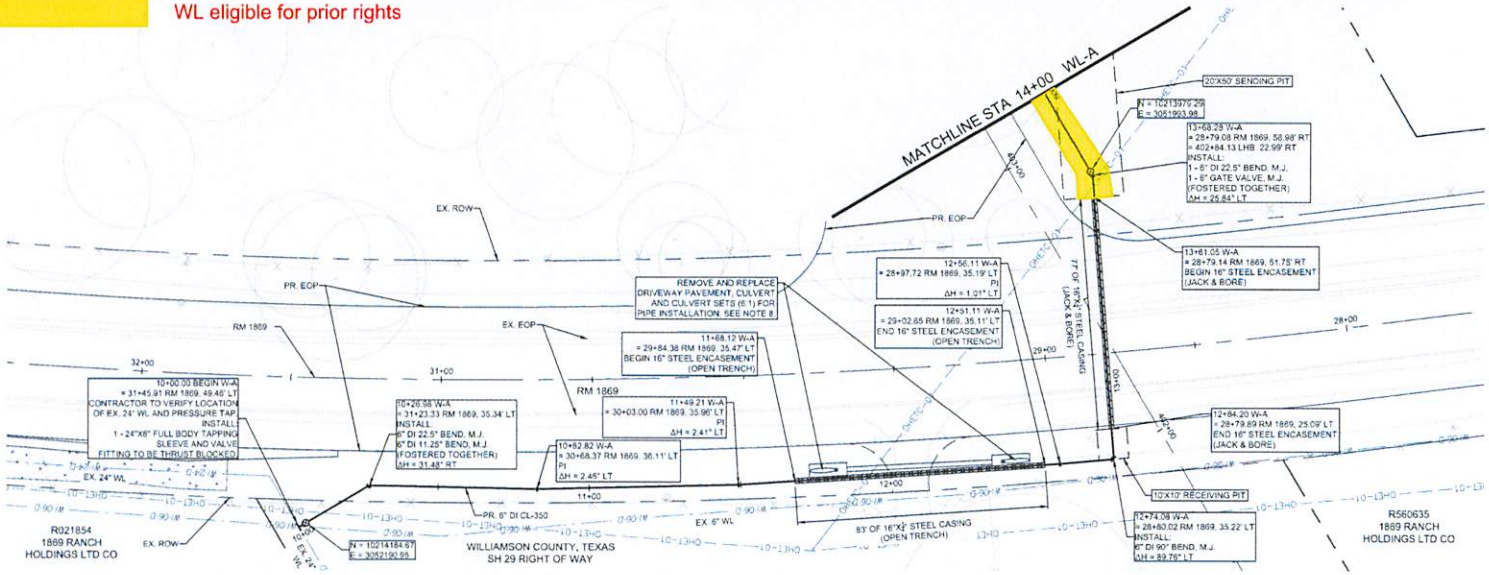
SHEET
C-005

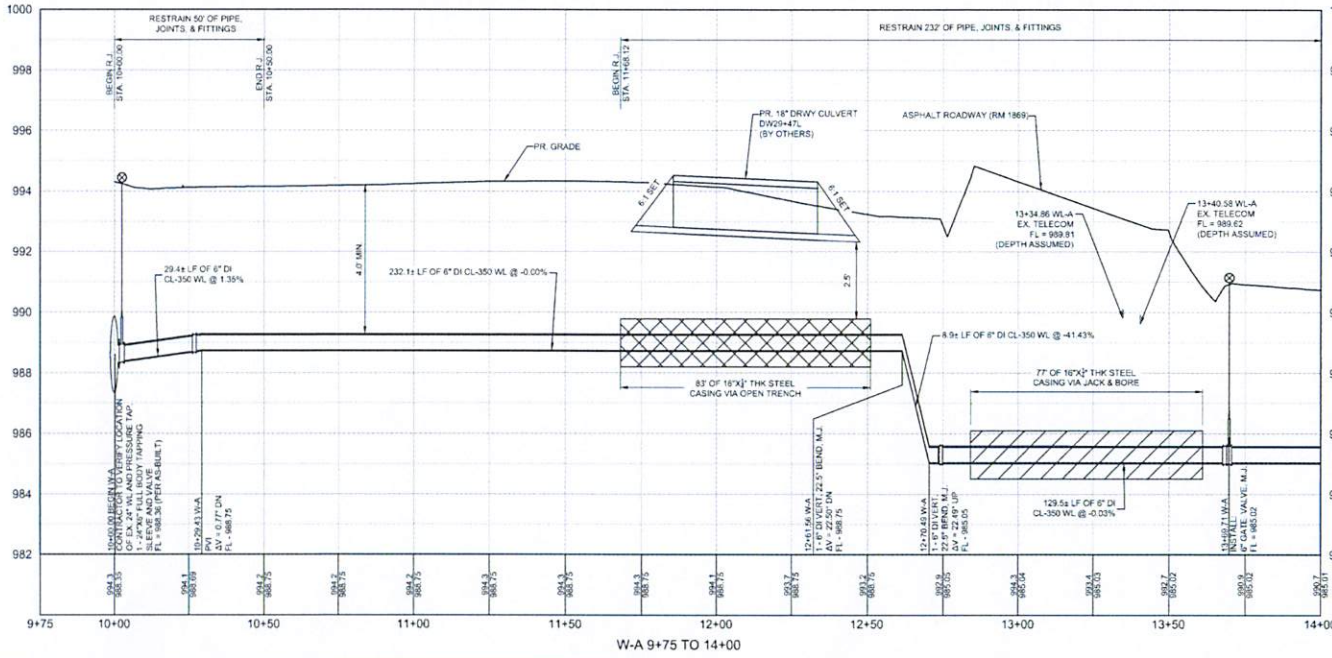
2025-9-CON

Dwg Info: G:\CFA\2019\0308601_Williamson_County_2013_Road_Bond\MAIN\37_Liberty_Hill_Bypass\DESIGN\C-100-KEYMAP.dwg - Tab: KEYMAP-01 - Plotted: 3/27/2025 9:54 AM By: RACHAEL NEWTON

EXHIBIT B

WL eligible for prior rights





LEGEND

- EX. RIGHT-OF-WAY
- PR. RIGHT-OF-WAY
- TEMP. CONST. CSMT.
- EX. 6" WATER
- EX. 24" WATER
- PR. WATER
- PR. STORM DRAIN
- EX. GAS LINE
- EX. OVERHEAD ELECTRIC
- EX. OVERHEAD CABLE
- EX. OVERHEAD UTILITIES
- EX. OVERHEAD TELECOM
- EX. U/G. TELECOM
- EX. U/G. ELECTRIC
- EX. FENCE
- EX. WATER VALVE
- EX. WATER METER
- EX. FIRE HYDRANT
- EX. TREE
- PR. WATER VALVE
- PR. AUTO. FLUSH VALVE
- PR. FIRE HYDRANT

GENERAL NOTES:

1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MIGHT BE OCCASIONED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. WHEN THE CONTRACTOR IS USING TRENCHLESS INSTALLATION METHODS, THE CONTRACTOR SHALL LOCATE ALL UTILITIES FOR THE ENTIRE LENGTH OF THE INSTALLATION PRIOR TO ANY ACTIVITIES.
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EXISTING GRADE
1011.7
FLOW LINE OF PIPE
1008.79

PROFILE SCALE
1"=40' HORIZ.
1"=4' VERT.

REV NO.	REVISION DESCRIPTION	APPROVED BY:	DATE

CobbFendley
TEXAS NO. F-1386 TBPE (ENGINEERS)
9600 N. MOPAC EXPRESSWAY, SUITE 800
AUSTIN, TEXAS 78759
512.837.7445 FAX: 512.467.1027
WWW.COBBFENDLEY.COM

WATERLINE "A" - BEGIN TO STA. 14+00 PLAN AND PROFILE

LIBERTY HILL BYPASS
LIBERTY HILL, TEXAS

WILCO TEXAS

PROJ. NO.	1903-009-26
DESIGN:	R. NEWTON
DRAWN:	R. NEWTON
CHECK:	L. PRINCE
APPR:	H. NEWTON
DATE:	3/27/2025

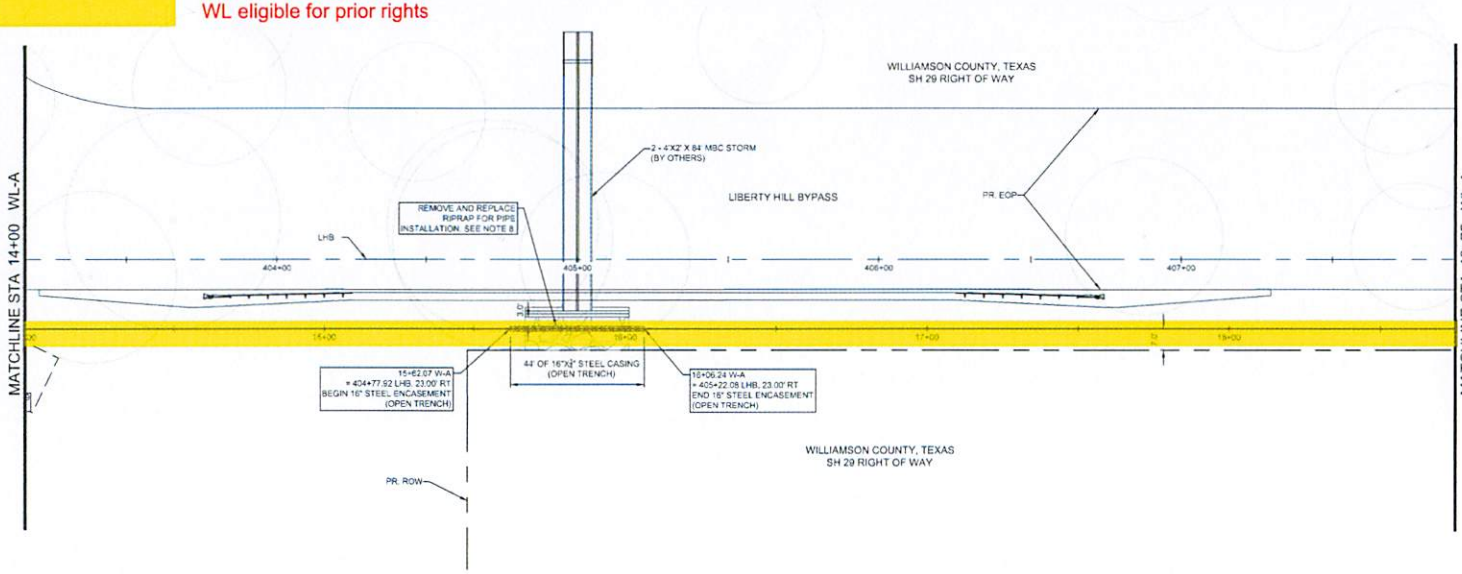
STATE OF TEXAS
HOPE M. NEWTON
154023
LICENSED PROFESSIONAL ENGINEER
3/27/2025

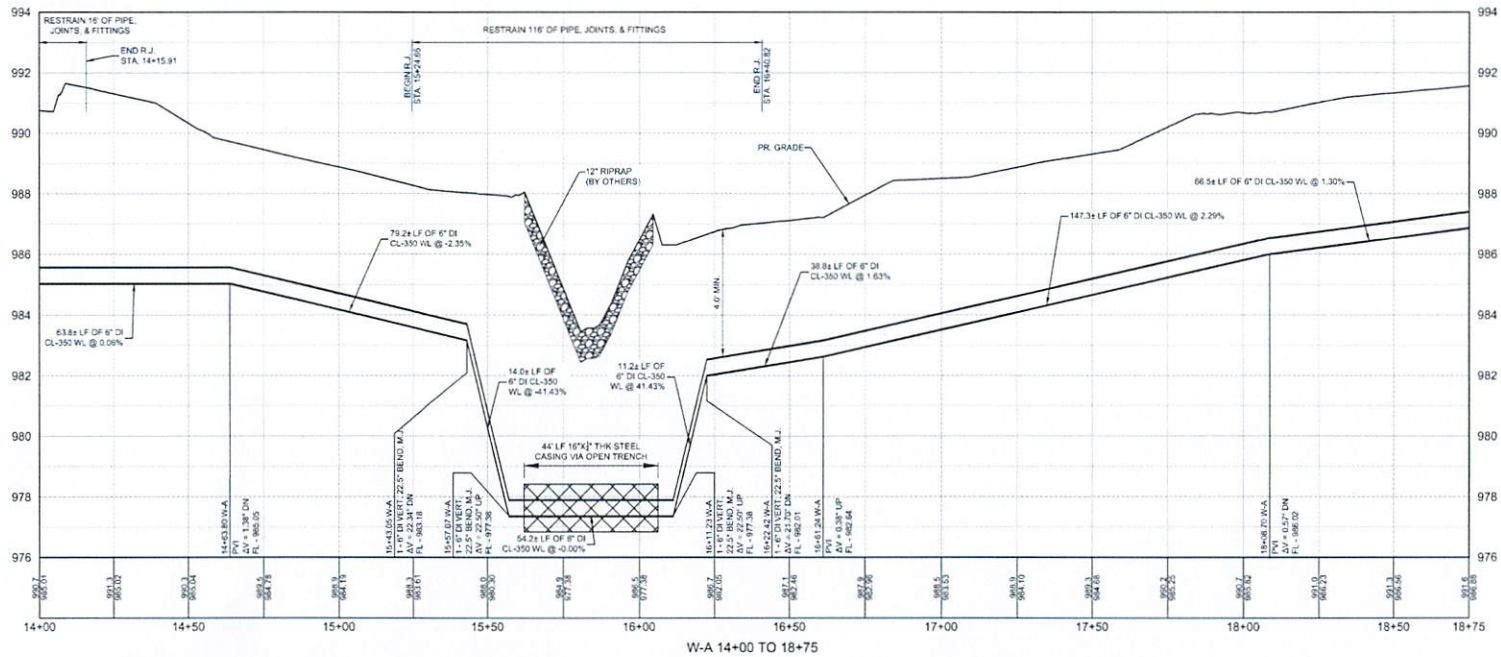
SHEET
C-201

2025-9-CON

Dwg Info: G:\CFA\2014\0305801_Williamson_County_2013_Road_Bond\MUNI\37_Liberty-Hill-Bypass\DESIGN\XREF\C-NP--WATR--MODL.dwg -- Tab: PNP (1) -- Plotted: 3/27/2025 9:57 AM By: RACHAEL NEWTON

WL eligible for prior rights





LEGEND

- EX. RIGHT-OF-WAY
- PR. RIGHT-OF-WAY
- TEMP. CONST. ESMT.
- EX. 6" WATER
- EX. 24" WATER
- PR. WATER
- PR. STORM DRAIN
- EX. GAS LINE
- EX. OVERHEAD ELECTRIC
- EX. OVERHEAD CABLE
- EX. OVERHEAD UTILITIES
- EX. OVERHEAD TELECOM
- EX. U.G. TELECOM
- EX. U.G. ELECTRIC
- EX. FENCE
- EX. WATER VALVE
- EX. WATER METER
- EX. FIRE HYDRANT
- EX. TREE
- PR. WATER VALVE
- PR. AUTO. FLUSH VALVE
- PR. FIRE HYDRANT

GENERAL NOTES:

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EXISTING GRADE
1011.7
FLOW LINE OF PIPE
1006.79

PROFILE SCALE
1"=40' HORIZ.
1"=4' VERT.

REV. NO.	REVISION DESCRIPTION	APPROVED BY:	DATE

CobbFendley
TBPE NO. F-274 / TBPLS NO. 10064701
9600 N. MOPAC EXPRESSWAY, SUITE 800
AUSTIN, TEXAS 78759
512.837.7027 / 512.837.7277
WWW.COBBFENDLEY.COM

WATERLINE "A" - STA. 14+00 TO STA. 18+75 PLAN AND PROFILE

LIBERTY HILL BYPASS
LIBERTY HILL, TEXAS

WILCO TEXAS

PROJ. NO.	1903-099-26
DESIGN	R. NEWTON
DRAWN	R. NEWTON
CHECK	L. PRINCE
APPR.	H. NEWTON
DATE	3/27/2025

STATE OF TEXAS
HOPE M. NEWTON
154023
LICENSED
PROFESSIONAL ENGINEER
3/27/2025

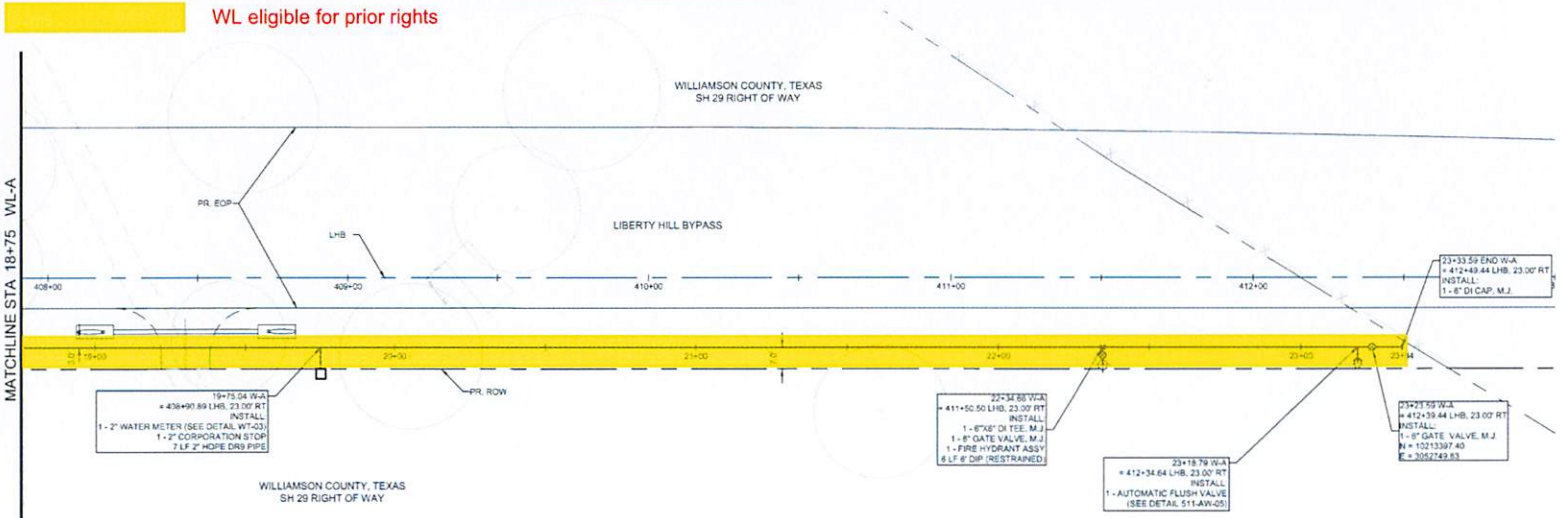
THESE DRAWINGS/DOCUMENTS ARE NOT TO BE USED FOR CONSTRUCTION PRIOR TO REGULATORY BOARD APPROVAL

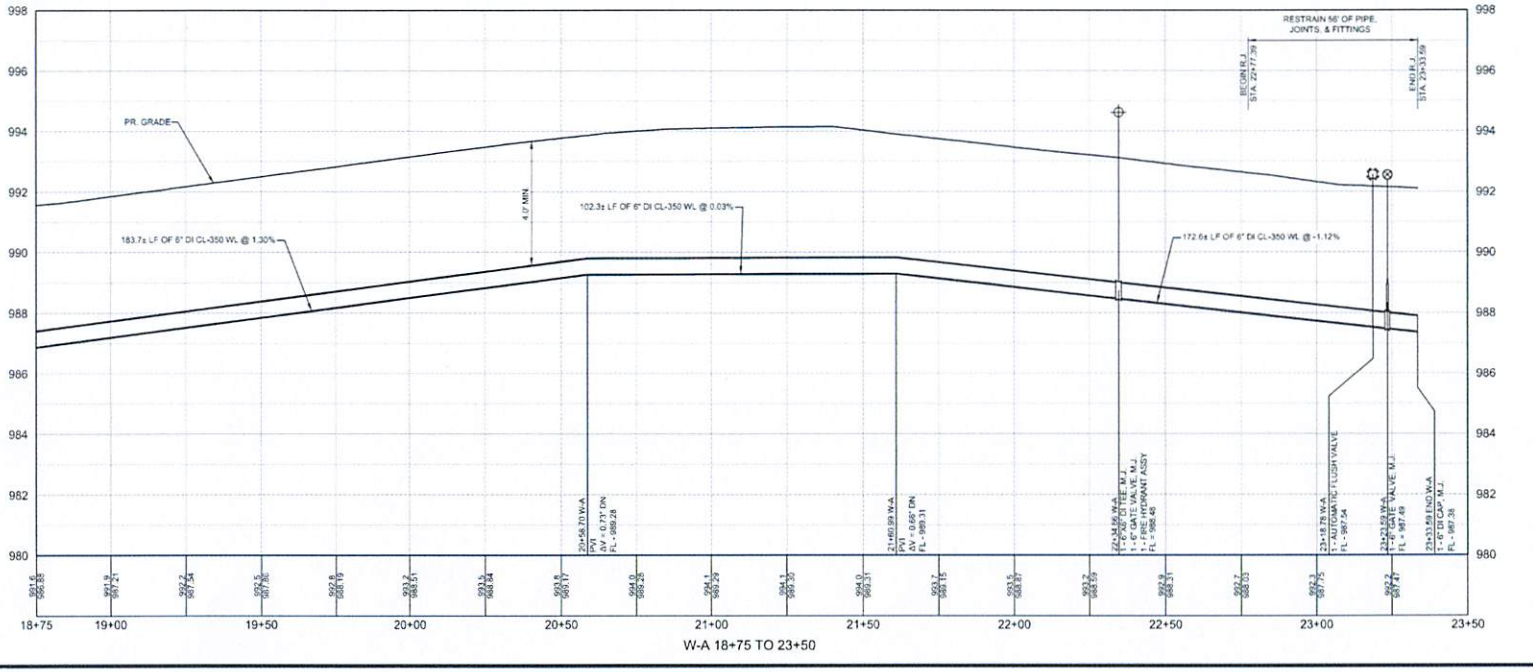
SHEET
C-202

2025-9-CON

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MAIN\37_Liberty-Hill-Bypass\DESIGN\XREF\C-NP--WATR--MSDL.dwg -- Tab: PNP (2) -- Plotted: 3/27/2025 9:57 AM By: RACHAEL NEWTON

WL eligible for prior rights





LEGEND

- EX. RIGHT-OF-WAY
- PR. RIGHT-OF-WAY
- TEMP. CONST. ESMT.
- EX. 6" WATER
- EX. 24" WATER
- PR. WATER
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EXISTING GRADE 1011.7
FLOW LINE OF PIPE 1008.79

PROFILE SCALE
1"=40' HORIZ.
1"=4' VERT.

REV NO.	REVISION DESCRIPTION	APPROVED BY:	DATE

CobbFendley
TBPE NO. F-229 / TBPLS NO. 10046701
9600 N. MOPAC EXPRESSWAY, SUITE 650
AUSTIN, TEXAS 78759
512.454.9788 | FAX 512.454.7727
WWW.COBBFENDLEY.COM

WATERLINE "A" - STA. 18+75 TO END
PLAN AND PROFILE

LIBERTY HILL BYPASS
LIBERTY HILL, TEXAS

WILCO TEXAS

PROJ. NO.	1903-099-26
DESIGN	R. NEWTON
DRAWN	R. NEWTON
CHECK	L. PRINCE
APPR.	H. NEWTON
DATE	3/27/2025

STATE OF TEXAS
HOPE M. NEWTON
154023
LICENSED PROFESSIONAL ENGINEER
3/27/2025

SHEET
C-203

2025-9-CON

Dwg Info: G:\CFA\2014\0308501_Williamson_County_2013_Road_Bond\MUH\37_Liberty-Hill-Bypass\DESIGN\WRE\C-NP-WATR-MODL.dwg - Tab: PNP (3) - - Plotted: 3/27/2025 9:58 AM By: RACHAEL NEWTON

Commissioners Court - Regular Session **80.**

Meeting Date: 09/09/2025

AFA for Greenlee Dr at Tippit Middle School

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 Advance Funding Agreement with TXDoT regarding the construction of a Walking Path and Installing Landscape and Scenic Enhancements on the Campus of Tippit Middle School in Williamson County, Texas as part of the Green Ribbon Mitigation Project.

Background

Funding Source: TANS P326

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

AFA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/03/2025 08:29 AM
Form Started By: Don Childs		Started On: 09/02/2025 11:05 AM
Final Approval Date: 09/03/2025		

TxDOT:					Federal Highway Administration:	
CCSJ #	0914-05-243	AFA ID	Z00011504		CFDA No.	20.205
AFA CSJs	0914-05-243				CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	50246			
Project Name	Greenlee Dr at Tippit Middle School				*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Supplemental Transportation Projects- Green Ribbon (Statewide)
Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **County of Williamson**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

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

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

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116722** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Landscape Development.** The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **06/17/2025**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

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

1	**State***	Utilities	Article 8
2.	**State***	Environmental Assessment and Mitigation	Article 9
3.	**State***	Architectural and Engineering Services	Article 11
4.	**State**	Construction Responsibilities	Article 12
5.	**State***	Right of Way and Real Property	Article 14

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of the construction of walking path and installing landscape and scenic enhancements on the campus of Tippit Middle School in Williamson County, Texas as shown on Attachment A, as part of mitigation requirements for CSJ#2103-01-038

4. Project Sources and Uses of Funds

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

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled “Local Government Project Procedures and Qualification for the Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT

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

B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

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

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

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

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

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly

differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

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

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

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

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

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

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

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

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

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide

the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

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

5. Termination of This Agreement

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

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

B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;

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

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

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

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance

approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and

environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

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

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

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

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

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

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

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

G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form “FHWA-1273” in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

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

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
Williamson County ATTN: County Judge 701 S. Main Street, ste.#101 Georgetown, TX 78626	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this

Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the

U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (pro-hibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

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

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

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

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

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

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

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate*.

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

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

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than $25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to the State if:
   i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

TxDOT:					Federal Highway Administration:	
CCSJ #	0914-05-243	AFA ID	Z00011504		CFDA No.	20.205
AFA CSJs	0914-05-243				CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	50246			
Project Name		Greenlee Dr at Tippit Middle School			*AFA Not Used For Research & Development*	

32. Signatory Warranty

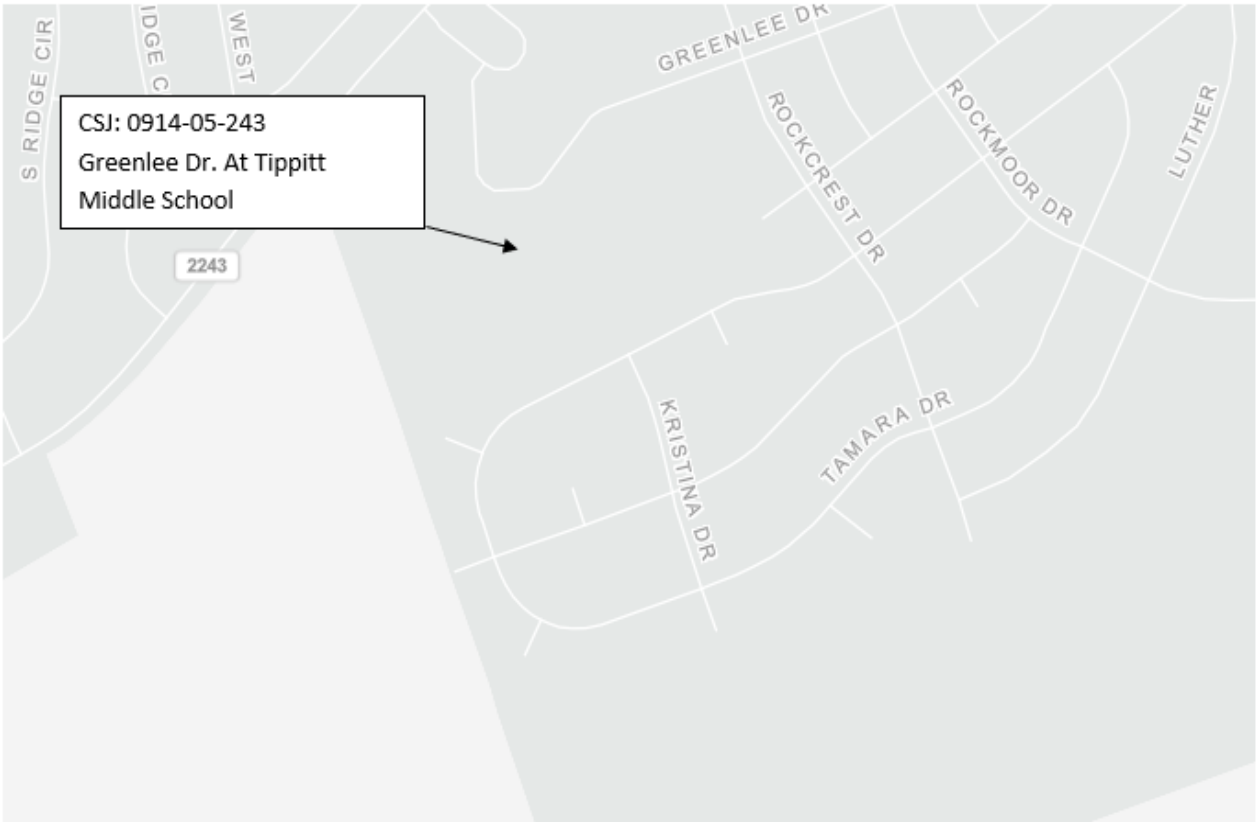
Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
Signature	Signature
Typed or Printed Name	Typed or Printed Name
Typed or Printed Title	Typed or Printed Title
Date	Date

TxDOT:					Federal Highway Administration:	
CCSJ #	0914-05-243	AFA ID	Z00011504		CFDA No.	20.205
AFA CSJs	0914-05-243				CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	50246			
Project Name		Greenlee Dr at Tippit Middle School			*AFA Not Used For Research & Development*	

ATTACHMENT A
LOCATION MAP SHOWING PROJECT



TxDOT:					Federal Highway Administration:	
CCSJ #	0914-05-243	AFA ID	Z00011504		CFDA No.	20.205
AFA CSJs	0914-05-243				CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	50246			
Project Name	Greenlee Dr at Tippit Middle School				*AFA Not Used For Research & Development*	

ATTACHMENT B
PROJECT BUDGET

Costs will be allocated based on 80% Federal funding and 20% State funding until the Federal funding reaches the maximum obligated amount. The State will cover any cost overruns for items not mentioned in Table A. Local Government is responsible for of the 100% items listed in Table A. plus any overruns associated with those items.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Construction(by State)	$1,540,957	80%	$1,232,765	20%	$308,192	0%	$0
Construction (by State)	$263,095	0%	$0	0%	$0	100%	$263,095
Subtotal	$1,804,052		$1,232,765		$308,192		$263,095
Direct State Costs	$63,142	0%	$0	100%	$63,142	0%	$0
Indirect State Costs	$95,434	0%	$0	100%	$95,434	0%	$0
TOTAL	$1,962,628		$1,232,765		$466,768		$263,095

Initial payment by the Local Government to the State: $0
Payment by the Local Government to the State before construction: $263,095
Estimated total payment by the Local Government to the State $263,095
This is an estimate. The final amount of Local Government participation will be based on actual costs.

Table A.

ITEM	DESC	QUANT.	EST. UNIT PRICE	TOTAL
132-7015	EMBANK (VEH)(OC)(TY B)	522	110	$57,420.00
194-7009	RDSIDE AMENITY (GATE)	1	60000	$60,000.00
500-7001	MOBILIZATION	0.1	152250	$15,225.00
550-7001	CHAIN LINK FENCE (INSTALL)(6')	100	55	$5,500.00
550-7012	GATE (INSTALL)(6'X4')	1	1650	$1,650.00
531-7001	CONC SIDEWALKS (4")	1158	100	$115,800.00
531-7006	CURB RAMPS (TY 2)	1	4000	$4,000.00
5007-7001	STEEL FENCE (REMOVE)	100	35	$3,500.00
			TOTAL	$263,095.00

TxDOT:					Federal Highway Administration:	
CCSJ #	0914-05-243	AFA ID	Z00011504		CFDA No.	20.205
AFA CSJs	0914-05-243				CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	50246			
Project Name		Greenlee Dr at Tippit Middle School			*AFA Not Used For Research & Development*	

ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

STATE OF TEXAS * ***THE COMMISSIONERS COURT OF***

COUNTY OF WILLIAMSON * ***WILLIAMSON COUNTY, TEXAS***

KNOW ALL MEN BY THESE PRESENT that on this, the 17th day of June 2025, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following.

RESOLUTION:

WHEREAS, Williamson County, Texas (the "County") proposes to enter into an Advance Funding Agreement with the Texas Department of Transportaton for the Project, generally described as construction of a State of Texas' Green Ribbon mitigation project for RM 2243, including a **walking path on campus of Tippit Middle School**, in Williamson County; and,

WHEREAS, the County through the Williamson County Commissioners Court desires to affirm its support of the Project,. The State of Texas is responsible for funding the portion of the Project that is eligible for federal funding including the local match and 100% of any associated cost overruns. The County is responsible for funding the walking path portion of the Project which has been funded through the Williamson County 2019 Road Bond Program including 100% of the Project cost overruns related to the walking path portion of the Project;

Now therefore, the Williamson County Commissioners Court does hereby approve the agreement and enters into the agreement with the Texas Department of Transportation for the Project referenced above. The County Judge or Presiding Officer is authorized to execute all documents necessary to complete this transaction.

RESOLVED this 17th ***day of*** June ***, 2025.***

Steve Snell (Jun 17, 2025 21:37 CDT)

Presiding Officer of the
Williamson County Commissioners Court

Attest:

Nancy E. Rister, County Clerk

Commissioners Court - Regular Session **81.**

Meeting Date: 09/09/2025

Bud Stockton 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 John Robert Casey and Barbara Salomon Casey, Trustees of the John R. and Barbara S. Casey Living Trust dated June 26, 2007 related to the acquisition of 0.819 AC acquired as right of way on the Bud Stockton project (parcel 9).

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	09/03/2025 08:33 AM
Form Started By: Don Childs		Started On: 09/02/2025 04:31 PM
Final Approval Date: 09/03/2025		

CAUSE NO. 24-1130-CC1

WILLIAMSON COUNTY, TEXAS CONDEMNOR	§	**IN THE COUNTY COURT**
vs.	§	**AT LAW NO. 1**
JOHN ROBERT CASEY AND BARBARA SALOMON CASEY, TRUSTEES OF THE JOHN R. AND BARBARA S. CASEY LIVING TRUST DATED JUNE 26, 2007 CONDEMNEES	§	**WILLIAMSON COUNTY, TEXAS**

AGREED FINAL JUDGMENT

The parties to this condemnation lawsuit have agreed to compromise and settle all issues herein and request the entry of this Agreed Final Judgment by the Court. It appears to the Court that it has jurisdiction of this matter, the parties have agreed to all provisions contained within this Agreed Final Judgment, and the parties desire to resolve this lawsuit,

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that fee simple title in and to approximately 0.819 acres (Parcel 9) of land in Williamson County, Texas and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "R.O.W."), and additional rights or encumbrances as further described in Plaintiff's Original Petition filed among the papers of this cause on or about August 5, 2024, and any subsequent amendments thereto; be vested to **WILLIAMSON COUNTY, TEXAS**, and its assigns for the construction, reconstruction, realignment, widening, and/or maintaining of improvements to the Bud Stockton roadway improvement project and related drainage, utilities and appurtenances, and to perform associated public use and purposes.

It is further ORDERED that in complete satisfaction of any and all claims which have been made, or which could have been made in this litigation, including both the Property to be acquired and damages, if any, to any remaining property of Condemnee, that Condemnee shall recover from Condemnor the total sum of **ONE HUNDRED FIVE THOUSAND THREE**

HUNDRED SIXTY-SIX AND 72/100 DOLLARS ($105,366.72), of which total amount the parties agree:

1. The amount of SEVENTY-SEVEN THOUSAND EIGHT HUNDRED FORTY AND 00/100 DOLLARS ($77,840.00) was previously paid to Condemnees pursuant to the terms of that certain Possession and Use Agreement, recorded as Document No. 2023006425 in the Official Public Records of Williamson County, Texas; and
2. The amount of **TWENTY-SEVEN THOUSAND FIVE HUNDRED TWENTY-SIX AND 72/100 DOLLARS ($27,526.72)** is now due and owing from Condemnor to Condemnee in full satisfaction of this Judgment.

The parties agree that the remaining balance shall be payable to MARRS, ELLIS, & HODGE, LLP, within ninety (90) days following entry of this Agreed Final Judgment and Condemnees' delivery of any requested payee documentation required by the Williamson County Auditor, in order to avoid paying interest. If the remaining balance is not deposited within ninety (90) days of entry and filing of this Agreed Final Judgment and delivery of adequate payee documentation requested by the Williamson County Auditor, then statutory interest will accrue on the unpaid balance until paid.

This Agreed Final Judgment incorporates by reference and shall be subject to any terms, conditions, and obligations in that certain Rule 11 Settlement Agreement between the parties for the sale of a portion of the remaining property of Condemnees to Condemnor, and which shall survive the completion and entry of this Judgment.

It is further ORDERED that all costs be assessed against Condemnor.

This Agreed Final Judgment is intended by the parties to fully and finally dispose of all claims, parties, and issues in this lawsuit.

SIGNED this _____ day of _____, 2025.

_____
Judge Presiding

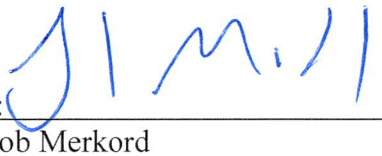
PREPARED BY AND APPROVED AS TO SUBSTANCE AND FORM:

/s/ *Adam H. Hill*
Adam H. Hill
State Bar No. 24115847
adam@scrrlaw.com
Don Childs
State Bar No. 00795056
don@scrrlaw.com
512.255.8877
Sheets & Crossfield, P.L.L.C.
309 East Main Street
Round Rock, Texas 78664
Attorneys for Condemnor

WILLIAMSON COUNTY, TEXAS

By:_____
Steven Snell, County Judge

AGREED AS TO SUBSTANCE AND FORM:



By: _____

Jacob Merkord
jmerkord@mehlaw.com
Luke Ellis
lellis@mehlaw.com
Marrs Ellis & Hodge LLP
809 W. 12th Street
Austin, Texas 78701
512.215.4078
Attorneys for Condemnees

ATTORNEYS FOR CONDEMNEES

EXHIBIT A

PROPERTY DESCRIPTION FOR PARCEL 9

DESCRIPTION OF A 0.819 ACRE (35,686 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE ELISHA DAVIS SURVEY, ABSTRACT NO. 172 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 40.89 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO JOHN ROBERT CASEY AND BARBARA SALOMON CASEY, TRUSTEES OF THE JOHN R. AND BARBARA S. CASEY LIVING TRUST BY INSTRUMENT RECORDED IN DOCUMENT NO. 2020128973 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.819 ACRE (35,686 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" (Grid Coordinates determined as: N=10,277,297.56, E=3,143,949.02 TxSPC Zone 4203), set 52.00 feet left of C.R. 305 engineers baseline station 308+02.14 in the westerly boundary line of said remainder of the 40.89 acre tract, being the easterly line of that called 3.78 acre tract of land described in Warranty Deed to said John Robert Casey and Barbara Salomon Casey, Trustees of the John R. and Barbara S. Casey Living Trust by instrument recorded in Document No. 2020128975 of the Official Public Records of Williamson County, Texas, for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

THENCE, departing the easterly line of said 3.78 acre tract, through the interior of said remainder of the 40.89 acre tract the following five (5) courses:

1) **N 65°05'55" E**, for a distance of **306.11** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 70.37 feet left of C.R. 305 engineers baseline station 311+07.70, for an angle point;

2) **N 69°05'53" E**, for a distance of **186.54** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 68.56 feet left of C.R. 305 engineers baseline station 312+94.22, for an angle point;

3) **N 73°55'36" E**, for a distance of **59.40** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 62.98 feet left of C.R. 305 engineers baseline station 313+53.36, for an angle point;

4) **N 69°05'53" E**, for a distance of **325.53** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 59.80 feet left of C.R. 305 engineers baseline station 316+78.87, for an angle point;

5) **N 38°36'40" E**, for a distance of **54.81** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 87.15 feet left of C.R. 305 engineers baseline station 317+26.37, in the existing westerly Right-of-Way (ROW) line of County Road (C.R.) 344 (variable width ROW), being the easterly line of said remainder of the 40.89 acre tract, for the northeasterly corner of the herein described parcel;

6) **THENCE**, with the easterly boundary line of said remainder of the 40.89 acre tract, same being said existing westerly ROW line, **S 19°55'14" E**, for a distance of **62.81** feet to a calculated point at the intersection of the said existing C.R. 344 and the existing northerly ROW line of C.R. 305 (variable width ROW), same being the southeasterly corner of the remainder of said 40.89 acre tract, for the southeasterly corner of the herein described parcel;

7) **THENCE**, with said existing northerly ROW line of C.R. 305, being the southerly boundary line of said remainder of the 40.89 acre tract, **S 68°38'31" W** for a distance of **922.63** feet to a 1/2" iron rod found, being the southeasterly corner of said 3.78 acre tract, for the southwesterly corner of said remainder of the 40.89 acre tract and the herein described parcel;

8) **THENCE**, departing said existing ROW line, with the common line of said 3.78 acre and said remainder of the 40.89 acre tract **N 21°16'41" W** for a distance of **25.99** feet to the **POINT OF BEGINNING**, containing 0.819 acres (35,686 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

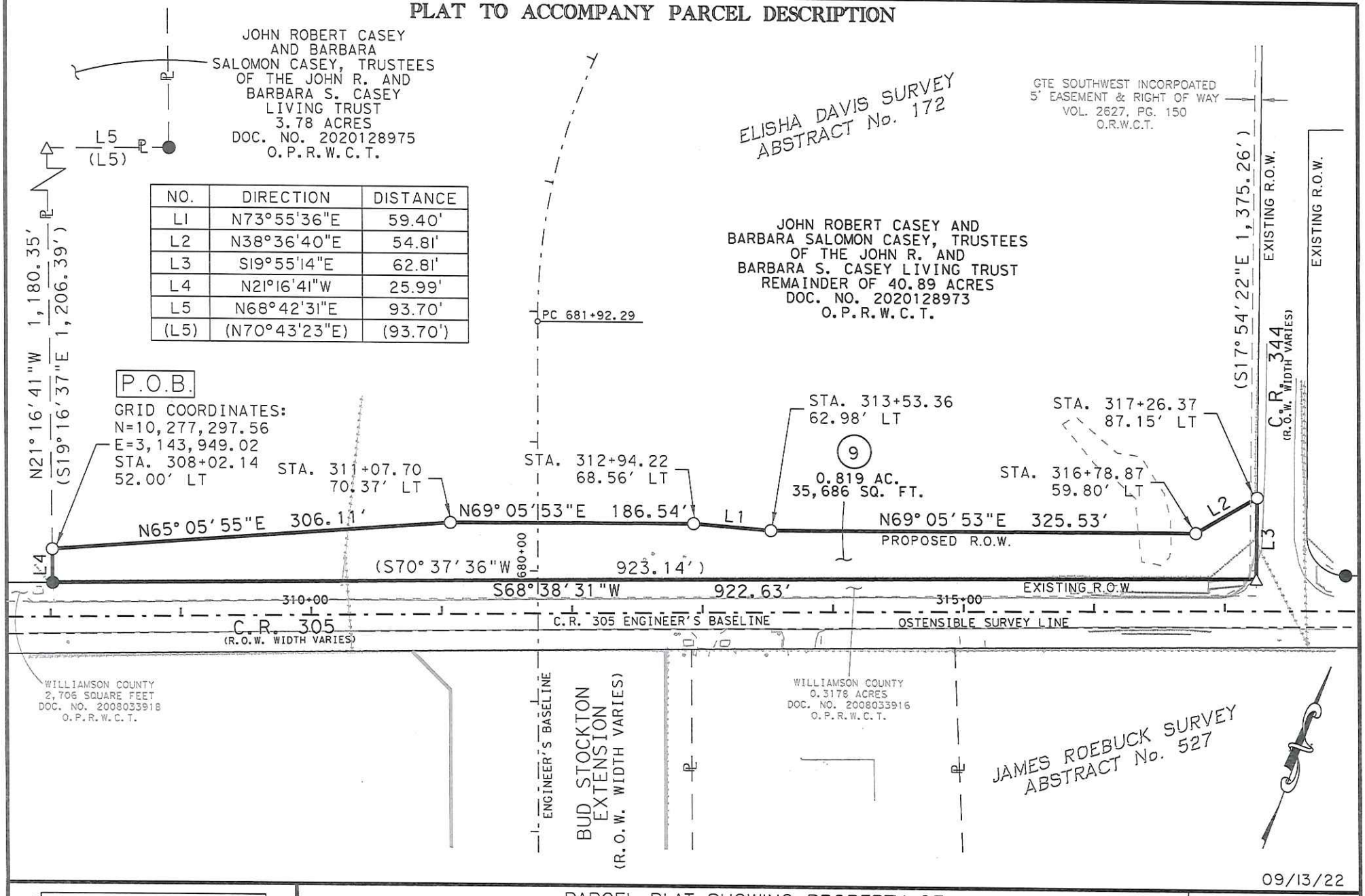
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale 20 SEP 2022

M. Stephen Truesdale — Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
S:\PAPE-DAWSON\CR 305\PARCELS\PARCEL 9\PARCEL 9-CASEY.docx

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NO.	DIRECTION	DISTANCE
L1	N73°55'36"E	59.40'
L2	N38°36'40"E	54.81'
L3	S19°55'14"E	62.81'
L4	N21°16'41"W	25.99'
L5	N68°42'31"E	93.70'
(L5)	(N70°43'23"E)	(93.70')

09/13/22

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

JOHN ROBERT CASEY AND BARBARA SALOMON CASEY, TRUSTEES OF THE JOHN R. AND BARBARA S. CASEY LIVING TRUST

SCALE	PROJECT	COUNTY
1" = 100'	COUNTY ROAD 305	WILLIAMSON

PARCEL 9
0.819 ACRES
35,686 Sq. Ft.

S:\PAPE-DAWSON\CR 305\PARCELS\PARCEL 9\PARCEL 9-CASEY.dgn

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET
⊙	IRON ROD WITH PLASTIC OR ALUMINUM CAP FOUND - AS NOTED
●	1/2" IRON ROD FOUND
△	CALCULATED POINT
▲	MAG NAIL FOUND
℄	PROPERTY LINE
	DENOTES COMMON OWNERSHIP
	LINE BREAK

P.O.B.	POINT OF BEGINNING
( )	RECORD INFORMATION
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. GT2200955, ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE JUNE 09, 2022, ISSUE DATE JUNE 17, 2022.

10A. EASEMENT TO TEXAS POWER AND LIGHT COMPANY, RECORDED IN VOLUME 235, PAGE 53, OF THE DEED RECORDS OF WILLIAMSON, COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

E. EASEMENT AND RIGHT-OF-WAY TO GENERAL TELEPHONE COMPANY OF THE SOUTHWEST RECORDED IN VOL. 1246, PG. 350, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

F. ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS TO BARTLETT ELECTRIC COOPERATIVE, INC. RECORDED IN VOLUME 1737, PAGE 898, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

G. EASEMENT AND RIGHT-OF-WAY TO GTE SOUTHWEST INCORPORATED RECORDED IN VOLUME 2627, PAGE 150, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

H. ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS TO BARTLETT ELECTRIC COOPERATIVE, INC. RECORDED IN DOCUMENT NO. 96015929, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

I. ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS TO BARTLETT ELECTRIC COOPERATIVE, INC. RECORDED IN DOCUMENT NO. 96015930, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

J. EASEMENT TO JOHN R. CASEY AND BARBARA S. CASEY RECORDED IN DOCUMENT NO. 96061062, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

K. TERMS, PROVISIONS AND STIPULATIONS OF ROAD MAINTENANCE AGREEMENT RECORDED IN DOCUMENT NO. 96061063, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 20SEP2022

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

09/13/22

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

JOHN ROBERT CASEY AND BARBARA SALOMON CASEY, TRUSTEES OF THE JOHN R. AND BARBARA S. CASEY LIVING TRUST

SCALE	PROJECT	COUNTY
1" = 100'	COUNTY ROAD 305	WILLIAMSON

PARCEL 9
0.819 ACRES
35,686 Sq. Ft.

S:\PAPE-DAWSON\CR 305\PARCELS\PARCEL 9\PARCEL 9-CASEY.dgn

Commissioners Court - Regular Session **82.**

Meeting Date: 09/09/2025

Corridor B Relocation Claim

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 claim for actual moving expenses with Big Tex Fireworks related to right of way acquired for the Corridor B project.

Background

Funding Source: TANS P588

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

claim

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/03/2025 08:33 AM
Form Started By: Don Childs		Started On: 09/02/2025 04:53 PM
Final Approval Date: 09/03/2025		

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s) BIG TEX FIREWORKS. LTD	Parcel No: R020975	County: WILLIAMSON Project: CHANDLER ROAD

☐ Residence ☐ Business ☐ Farm ☐ Nonprofit ☐ Sign ☒ Other Personal Property

2. Address of Property Acquired by County: FM 1660 and Chandler Rd Hutto, TX 78634 Claimant's Telephone No.: [redacted]	3. Address Moved To: 3357 County Road 366 Taylor, TX 76574
4. Occupancy of Property Acquired by County: From (Date): To (Date of Move): ☐ Owner/Occupant ☒ Tenant	5. Distance Moved: 6.1 Miles 7. Mover's Name and Address: SELF MOVE

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation			
b. Date Property Acquired			
c. Date Required to Move			

8. Property Storage (attach explanation)
From (Date): To (Date of Move):

Place Stored (Name and Address):

10. Temporary Lodging (attach explanation)
From (Date): To (Date of Move):

9. Amount of Claim:	
a. Moving Expenses	$ 14.739.00
b. Reestablishment Expenses	$
c. Searching Expenses	$
d. Tangible Property Loss	$
e. Storage	$
f. Temporary Lodging	$
g. Total Amount	**$ 14,739.00**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Payment of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

Dusty Farrell
Dusty Farrell | Sep 2, 2025 11:43:48 CDT

Claimant

Date of Claim: 9/2/2025

Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be Actual, Reasonable and Necessary expenses and this claim is recommended for payment as follows:

Amount of $ 14,739.00

09/02/2025
Date

Mike Knott
Mike Knott | Sep 2, 2025 13:02:11 CDT

Relocation Agent

Date

Williamson County Judge

RIGHT OF WAY OF TEXAS, LLC

3411 Sam Bass Road, Round Rock, Texas 78681
(O) (512) 372.6220

September 2, 2025

TO: Lisa Dworaczyk, Sheets and Crossfield

FROM: Mike Knott, Right of Way of Texas

SUBJECT: RELOCATION Personal Property Moving Expenses

Williamson County:
PROJECT: Chandler Road
Parcel: R020975

Forms included with this submission include:

Claim Form for actual Moving Expenses
Certification of Eligibility
IRS From W-9
Invoices
Displacement Pictures
Vacancy Pictures
Replacement Pictures

The submitted invoices represent **actual, necessary moving expenses** incurred by Big Tex Fireworks in relocating operations from the acquired parcel to the new business site.

Specifically:

- **Permitting & Compliance Costs:** Williamson County required Big Tex Fireworks to obtain permits before establishing operations on the replacement site. This process included engineering services, survey work, and installation of a silt fence, all of which were conditions imposed by local regulatory authorities.
- **Parking & Site Preparation:** Because the leased replacement site was farmland, Texas law required the construction of an off-road parking area suitable for customer use at a fireworks sales location. To comply, the business installed a **road base pad** to provide safe and lawful parking access.

These costs were **directly caused by the displacement** and are not improvements beyond what is required for continued operation of the business. They are therefore eligible for reimbursement as **actual moving expenses** under relocation assistance guidelines.

If you have any questions or need any additional information, please do not hesitate to call me at 512-903-5083.

CERTIFICATION OF ELIGIBILITY

Project: Corridor B – Chandler Rd
Parcel: Fuessel

Displacee: Dusty Ferrell, Big Tex Fireworks

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☑ Citizens or Nationals of the United States

or

☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Dusty Farrell
Dusty Farrell (Sep 2, 2025 11:13:02 CDT)

Claimant Date: 9/2/2025

Claimant Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity, and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

Dusty Farrell
Dusty Farrell (Sep 2, 2025 11:13:02 CDT)

Claimant Date: 9/2/2025

Danny Jackson

From: [redacted]
Sent: Wednesday, August 6, 2025 2:32 PM
To: Danny Jackson
Subject: Fireworks stand at FM 1660 and Chandler, 3357 CR 366, Taylor.
Attachments: Fuqua BIG TEX FIREWORKS LTD MARCH INVOICE.pdf; Renegade.pdf; Re: Question from Dusty; 5303-1854 Coombs.pdf; Cee Invoice.pdf; Wilco Payment Invoice.pdf

Danny,

There are six invoices attached:

Fuqua for $2009.60 for erosion control
Renegade Electric for $2,855.00 for the electric service at 3357 CR 366, Taylor
Johnny Morris Trucking for $4,320.00 for Road base.
Two invoices from CEE Inc. The engineer:$1,920.00 and $1,360.00
County permit: $25.00
The total is $12,489.60

Thanks for your help.

Outlook

RE: Relocation Moving Expenses

From [redacted]
Date Fri 8/29/2025 8:28 AM
To Mike Knott <mike.knott@rowtx.com>

Mike

Our crew moved the stand on BTF equipment, so there's no invoice.

Williamson county required us to go through the permitting process which includes the engineer, the silt fence and surveying. Come to think of it I don't remember sending the survey invoice. We also had to build a road base pad for parking since we leased a property which is farmland. Texas law requires off road parking for a fireworks sales location.

I'll find the survey invoice and forward that to be added to our total.

Thanks.
Dusty

From: Mike Knott <mike.knott@rowtx.com>
Sent: Thursday, August 28, 2025 2:13 PM
To: [redacted]
Cc: Danny Jackson <danny.jackson@rowtx.com>
Subject: Relocation Moving Expenses

Hello Dusty,

I am reviewing the invoices you have submitted for reimbursement and just need an explanation of each one to be able to submit to the County. Also, I did not see a receipt for the actual moving of the fireworks stand. Did you need to submit that as well?

Thanks,

Mike Knott
Right of Way Agent

Contact Notes

Project: Chandler Road
Parcel: R020975
Name: Big Tex Fireworks

Date	Comments
	Big Tex Fireworks Dusty Farrell [redacted]
10-15-24	Called Dusty Farrell to discuss fireworks stand on Fussel Parcel and to confirm address to send 90-Day letter.
10-15-24	Discussed relocation eligibility. They will move after Jan 1. Once they Close for the season.
8/28/25	Called and Left a message for Dusty, needing him to explain the multiple receipts for moving expenses that he submitted. Also sent an email, that he responded to.
8/29/25	Emailed claim forms, Cert of Eligibility and W9 for signatures

Exhibit A
Invoice Justification – Big Tex Fireworks
Parcel R020975 – Chandler Road Project, Williamson County

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1. **Fuqua – $2,009.60 (Erosion Control)**
   Installation of silt fence required by Williamson County as part of the permitting process for the new fireworks sales site. This was a compliance measure directly tied to the relocation.
2. **Renegade Electric – $2,855.00 (Electric Service at 3357 CR 366, Taylor)**
   Installation of electrical service at the replacement site to allow business operations. This was necessary to relocate the business at the new location.
3. **Johnny Morris Trucking – $4,320.00 (Road Base)**
   Provided and installed road base material to create an off-road parking area, as required under Texas law for fireworks sales sites. The replacement parcel, being farmland, required this work for lawful operation.
4. **CEE, Inc. – $1,920.00 and $1,360.00 (Engineering Services)**
   Engineering services required by Williamson County for permitting and site compliance. These professional services were unavoidable and directly related to relocating operations at the new site.
5. **Williamson County – $25.00 (Permit Fee)**
   County-issued permit required to open the replacement location. This was a mandatory cost imposed by the jurisdiction as part of relocation.
6. **Steven Warner Womack, RPLS, PLS, NCEES – $2,250.00 (Driveway Survey at CR 366, Taylor)**
   Professional survey services required for driveway access and permitting at the new site. This was a condition of county approval for the relocation.

Summary

The above invoices represent **actual, necessary moving and re-establishment expenses** incurred by Big Tex Fireworks as a direct result of displacement from Parcel R020975. Each item reflects requirements imposed by Williamson County or Texas law and was essential to re-locate business operations at the replacement site. These costs are therefore eligible for reimbursement under the Relocation Assistance Program.

CEE, Inc. Consulting Engineers
Coombs Environmental Engineering, Inc. *TBPE #F-3742*
1610 Williams Drive (512) 763-1600 ph
Georgetown, TX 78628 (512) 519-7364 fax

INVOICE

DATE: March 19, 2025 **TO: Big Tex Fireworks Ltd** **c/o Dusty Farrell** **262 FM 1441** **Bastrop, TX 78602** **INVOICE NO.: 5303-1854** **DWC PROJECT NO.: 53002**	**FROM: DAVID W. COOMBS, P.E.** **1610 WILLIAMS DRIVE** **GEORGETOWN, TX 78628** **Phone:(512)763-1600** **Fax: (512)519-7364** **E-MAIL: dwcoombs1@gmail.com**

DESCRIPTION OF SERVICES:

Engineering services for Big Tex Fireworks – CR 366 Fireworks Stand:

Progress payment:
Prepare site plan set, comment response,
Driveway variance request and supporting docs
For Client's submittal

Engineer: 12 hrs @ $160/hr $1,920.00

TOTAL DUE THIS INVOICE: $1,920.00

Thank you for your business! Please note that this invoice is due on receipt.

CEE, Inc. Consulting Engineers
Coombs Environmental Engineering, Inc. *TBPE #F-3742*
1610 Williams Drive (512) 763-1600 ph
Georgetown, TX 78628 (512) 519-7364 fax

INVOICE

DATE: June 3, 2025 **TO: Big Tex Fireworks Ltd** **c/o Dusty Farrell** **262 FM 1441** **Bastrop, TX 78602** **INVOICE NO.: 5306-1857** **DWC PROJECT NO.: 53002**	**FROM: DAVID W. COOMBS, P.E.** **1610 WILLIAMS DRIVE** **GEORGETOWN, TX 78628** **Phone:(512)763-1600** **Fax: (512)519-7364** **E-MAIL: dwcoombs1@gmail.com**

DESCRIPTION OF SERVICES:

Engineering services for Big Tex Fireworks – CR 366 Fireworks Stand:

Progress payment:
Prepare updated site plan sets, comment responses,
Attempted communications with WilCo

Engineer: 8.5 hrs @ $160/hr $1,360.00

TOTAL DUE THIS INVOICE: $1,360.00

Thank you for your business! Please note that this invoice is due on receipt.

AK FUQUAY CONSTRUCTION

INVOICE NUMBER
6137

P.O. BOX 310335
New Braunfels, Texas 78131
(830) 606-1882

BILL TO
EJF CONSTRUCTION LLC
3501 DEER TRAIL
GEORGETOWN, TX 78628

PROJECT
BIG TEX FIREWORKS LTD
3357 SOUTH CR 366
EJF251001 T
TAYLOR, TX 76574

CUSTOMER	PO NUMBER			TERMS	INVOICE DATE	PAGE
EJF				COD	3/7/2025	1

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED
470		LF - SILT FENCE	$3.95	$1,856.50

ITEM TOTAL	$1,856.50
TAX	$153.16
TOTAL AMOUNT	**$2,009.66**

We do not accept or initiate ACH payments or wire transfers through email for security measures.

Johnny Morris Trucking
516 County Road 4360
Pflugerville, Tx 78660
Lampasas, Texas 76550
(512) 917-2369
jtmorris410@yahoo.com

Customer Name: Big Tex
Billing Address: S. Co. Rd. 366
Phone: 12-2-24 Email:

Description	Qty	Unit Price	Amount
Flex Base	1	12yd	360
Flex Base	1	12yd	360
Flex Base	1	18yd	450
Flex Base	1	18yd	450
Flex Base	1	18yd	450
Flex Base	1	18yd	450
Flex Base	1	18yd	450
Flex Base	1	18yd	450

Total Amount: 3,420

Johnny Morris Trucking
516 County Road 4360
Lampasas, Texas 76550

Thank you for your business.

Invoice Number
160

Johnny Morris Trucking
516 County Road 4360
Pflugerville, Tx 78660
Lampasas, Texas 76550
(512) 917-2369
jtmorris410@yahoo.com

Customer Name: Big Tex
Billing Address: S. Co Rd, 366
Phone: 12-2-24 Email:

Description	Qty	Unit Price	Amount
Flex Base	1	18yd	450
Flex Base	1	18yd	450

Total Amount: 900

Johnny Morris Trucking
516 County Road 4360
Lampasas, Texas 76550

Thank you for your business.

Invoice Number
150

Renegade Electric & Utilities
514 KELLEY ROAD E
BASTROP, TX 78602
+15127667181
nadams@renegadeeu.com

INVOICE

BILL TO
Big Tex Fireworks
3501 Deer Trail
Georgetown, TX 78628

SHIP TO
Dusty Farrell
Big Tex Fireworks
3501 Deer Trail
Georgetown, TX 78628

INVOICE # 5491
DATE 12/20/2024
DUE DATE 12/20/2024
TERMS Due on receipt

PAID

	QTY	RATE	AMOUNT
5.0 Service Call 4051 E UNIVERSITY AVE GEORGETOWN, TX Install owner provided meter loop for fireworks stand... Labor: 3 Electricians @ 8 Hours/EA @ $195.00/HR = $1,560.00 Material: -(20') 4" Pipe Ridge -(1) 4" Cap Ridge -(10') 2" Galv -(2") Weather head -(1) 2" Hub -(2) 2" Straps -(1) 3/4" Ground Rod -(1) 3/4" Acorn -(1) Eye Bolt 3 X 35 - 4/0 XHHW 25' bare #6 1-200-amp feed through panel	1	2,855.00	2,855.00

RENEGADE BUILDING SOLUTIONS LLC
TECL 35523

Regulated By The Texas Department of Licensing & Regulation
PO Box 12157, Austin, TX 78711
1-800-803-9202
512-463-6599
website: www.tdlr.texas.gov

ACCOUNTS NOT PAID WITHIN 30 DAYS OF THE INVOICE ARE SUBJECT TO A 10% MONTHLY FINANCE CHARGE

	QTY	RATE	AMOUNT
= $1295.00			
5.0 Service Call 3357 CR 366 TAYLOR, TX Install owner provided meter loop for firework stand... Labor: 3 Electricians @ 8 Hours/EA @ $195.00/HR = $1,560.00 Material: -(20') 4" Pipe Ridge -(1) 4" Cap Ridge -(10') 2" Galv -(2") Weather head -(1) 2" Hub -(2) 2" Straps -(1) 3/4" Ground Rod -(1) 3/4" Acorn -(1) Eye Bolt 3 X 35 - 4/0 XHHW 25' bare #6 1-200-amp feed through panel = $1295.00	1	2,855.00	2,855.00
5.0 Underground Utilities Installation of conduit and wire providing power to the customers desired area from the new service located next to the distribution pole and transformer near the Church ROW excavation 18" deep from E University AVE to the location of the Firework Stand approximately 210' with two conduits sharing the trench. Partial backfill is included as the Church representative requested, we back fill halfway and leave the trench open for a future waterline. Compaction and landscaping repair not included. -Provide equipment/Delivery/fuel for a trench approximately 210' -Provide Operator and Labor for a 210' (+/-) trench. -Excavate approximately ' 18" deep from a Main Distribution panel located at the transformer to the location of the customer provided RV pedestals to be installed. -Provide and install 220' X 2 of 1-1/4" conduit. -Provide and install 220' X 2 runs of 6/3 and #10 ground. -Partial Backfill of trench. -Installation of customer provided RV pedestals. -Provided and install 2 two-pole 60-amp Sub-Mains for the RV pedestals.	1	4,660.00	4,660.00

	QTY	RATE	AMOUNT

- Complete final terminations.
- Coordination of "underground locating" for any existing lines or any and all items that may be underground.
- Installation of materials in the trench.
- Inspection coordination.

Material and Labor
$4340.00

NOTE
Disposal receptacle for any haul offs or spoils clean-up to be provided by the GC / Owner.

SUBTOTAL	10,370.00
TAX	0.00
TOTAL	10,370.00
PAYMENT	10,370.00
BALANCE DUE	**$0.00**

RENEGADE BUILDING SOLUTIONS LLC
TECL 35523

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Steven Warner Womack, RPLS, PLS, NCEES

National Council of Examiners for Engineering and Surveying #1928
Texas Registered Professional Land Surveyor #5025
North Carolina Professional Land Surveyor #L-5043
E-Mail: SWRPLS@Gmail.com
(512) 638-0220

INVOICE

Due upon Receipt

March 02, 2025

Dusty Farrell
3501 Deer Trail
Georgetown, Texas
512.963.4747

Invoice # 1100
Project 23-009

Re: CR 366, Taylor driveway survey

$ 2250.00

Balance $ 2250.00

Venmo: swrpls
Zelle: 5126380220

10703 Sierra Oaks – Austin – Texas - 78759

Texas Board of Professional Engineers and Land Surveyors regulates all Registered Professional Land Surveyors in the State of Texas.

They may be contacted at Address: 1917 S IH 35 Frontage Rd, Austin, TX 78741 Phone: (512) 440-7723

Williamson County - Building Department

3151 SE Inner Loop, Suite B
Georgetown, TX, 78626
(512) 943-3364

Friday, December 6, 2024

Invoice for Permit Number 2024-1964-COC
N/A
3357 S CR 366
TAYLOR TX 76574

Convenient Payment Options Available

Pay Online with your Credit Card through the MyGovernmentOnline.org portal:
Go to **www.mygovernmentonline.org** and login with your user account. Click on the "**Account**" button at the top right section of the page. Scroll down to the "**My Permits**" section. Locate the permit number you wish to pay and click on "**View Permit**". Click on the "**Payments**" tab. Click on the "**Pay Online**" button near the bottom of the page to pay the balance with your Credit Card Once you have completed processing your payment, please allow the permit review staff sufficient time to review your project and follow-up with you.
Plan review process will not begin until fees are paid

Pay In-Person (Check, Credit Card):
3151 SE Inner Loop, Suite B
Georgetown TX, 78626

Fee Type	Amount Due	Amount Paid
Development Permit	$25.00	$0.00
	$25.00	**$0.00**

Balance to Pay: $25.00