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 –42)

4. Discuss, consider and take appropriate action on a line item transfer for the County Courts at Law

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0425-004999	Miscellaneous	300.00
From	0100-0425-001100	Salary Accounts	55,000.00
To	0100-0425-004134	Misdemeanor Court Appt.	40,000.00
To	0100-0425-004162	Custodian Mother - Court appt	10,000.00
To	0100-0425-004166	Non-Custodial father Crt Appt	5000.00
To	0100-0425-004933	Food for Jurors	300.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-005107	Medical Equipment >$5,000	$15,000
To	0100-0540-003200	Medical Suplies	$15,000

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-005107	Medical Equipment >$5,000	$70,000
To	0100-0540-004541	Vehicle Repairs & Maintenance	$70,000

7. Discuss, consider and take appropriate action on a line item transfer for Wireless Communications:

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100.0587.003010	Salaries	$1,855.50
TO:	0100.0587.001110	Overtime	$1,500.00
TO:	0100.0587.002010	FICA	$114.75
TO:	0100.0587.002020	Retirement	$240.75

8. 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	$100,000.00
To	0100.0509.004510	Facility Maint & Repair	$100,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-003005	Office Furniture	$1500.00
To	0200-0210-003597	Roadway Rehab	$1500.00

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

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

12. Discuss, consider, and take appropriate action to confirm the appointment of Jason Wolf as a Pct 4 Deputy Constable for Williamson County pursuant to Texas Local Government Code 86.011.

13. Discuss, consider, and take appropriate action on approving a Public Notice that the Commissioners Court of Williamson County, Texas will consider the approval of a tax abatement agreement with Labatt Food Services, LLC, as Applicant, at its regularly scheduled Commissioners Court meeting on October 21, 2025, in relation to the design and construction of 150,000 square feet of warehouse space and ancillary facilities on an approximate 48 acre tract of land situated near the intersection of IH-35S and Ronald Reagan Boulevard (WCAD R584644 - AW0421 AW0421 - Manchaca, A. Sur., Acres 47.993) in the Tax Abatement Reinvestment Zone No. 2, being located in Jarrell, Texas, with estimated cost of the improvements being approximately $42 million dollars for the warehouse space and ancillary facilities, which includes buildings and other real property improvements and tangible personal property including machinery and equipment.

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

15. Discuss, consider and take appropriate action to approve the TexPool Resolutions Amending Authorized Representatives for the County Treasurer and County Clerk's office.

16. Discuss and take appropriate action to add an additional $600 for change for cashiers in the County Clerk's Recording Division.

17. Discuss, take appropriate action, and note in the official minutes the new B, EX, C, and L pay charts, effective October 2025.

18. Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Williamson County Municipal Utility District #23 for off-duty contracting of County Sheriff Deputies to be effective October 1, 2025.

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

20. Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Parkside on the River Municipal Utility District #2 for off-duty contracting of County Sheriff's Deputies to be effective October 1, 2025.

21. Discuss, consider, and take appropriate action on approving Addendum #2 to Contract #2025288 between Williamson County and Off-Duty Management, Inc. to update the vehicle use fee in the original Statement of Work, increasing the rate from $14.00/hour to $15.00/hour, effective October 1, 2025.

22. Discuss, consider and take appropriate action on a 2nd Amendment to the Standard Agreement with the Local Governmental Entity regarding off-duty contracting of County Sheriff's Deputies by and between Parkside at Mayfield Ranch Municipal Utility District, Williamson County Sheriff's Office and Williamson County, Texas relating to a 2nd Amendment to the vehicle reimbursement amount.

23. Discuss, consider and take appropriate action on a request for the Williamson County Regional Animal Shelter to accept a grant to aid in the care of shelter kittens from the Orphan Kitten Club.

24. Discuss, consider and take appropriate action on a request for the Williamson County Regional Animal Shelter to accept a grant from Petco Love.

25. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed solicitations for Spay and Neuter Services for the Williamson County Regional Animal Shelter under RFP #25RFP68.

26. Discuss, consider and take appropriate action on approving Master Services Agreement #2026-006 for Fixed Asset Inventory Services with Records Consultants, Inc. in the annual not-to-exceed amount of $97,500.00 for two (2) years, as per Buyboard contract #716-23, and authorizing the execution of the agreement.

27. Discuss, consider, and take appropriate action on approving the Interlocal Agreement (ILA) #2026-004 between Williamson County and Capital Area Council of Governments (CAPCOG) for 9-1-1 Geographic Information Systems Database Management, and authorizing the execution of the agreement.

28. Discuss, consider and take appropriate action on approving ratification of agreement #2025358 between Williamson County and Camelback & Co, LLC DBA Servpro for emergency remediation services not-to-exceed amount of Nineteen Thousand Five Hundred Twenty-Four Dollars and Twenty-Seven Cents ($19,524.27) and exempting requirements pursuant to the discretionary exemption as set forth under Texas Local Government Code § 262.024 (a)(2) [an item necessary to preserve and protect the public health or safety or the residents of the county].

29. Discuss, consider, and take appropriate action on approval of the Final Plat for the Heritage Mill North Section 1 subdivision – Precinct 4.

30. Discuss, consider, and take appropriate action on Supplement No. 1 to Work Authorization No. 1 to the Environmental On-Call Services contract executed March 19, 2024, between Williamson County and SWCA Environmental Consultants relating to the 2023 Road and Bridge Program. Funding source: 01.0200.0210.004100.

31. Discuss, consider, and take appropriate action on Supplemental No. 1 to Work Authorization No. 2 to the Public Involvement Services contract executed on July 29, 2025, between Williamson County and Rifeline, LLC relating to the 2023 Road and Bridge Program. Funding source: P499.

32. Discuss, consider and take appropriate action on Work Authorization No 2 in the amount of $104,839.00 to expire on December 31, 2026 under Williamson County Contract for Engineering Services between Cobb, Fendley & Associates, Inc. and Williamson County dated July 22, 2025 for Smith Branch City of Georgetown Water Line Relocation. Funding source: P519.

33. Discuss, consider and take appropriate action on Work Authorization No 3 in the amount of $3,490,623.00 to expire September 30, 2026, under Williamson County Contract for Engineering Services between HNTB Corporation and Williamson County dated January 9, 2024, for General Engineering Consultant (GEC) — Road and Bridge Project Management, Design Management, and Construction Management.

34. Discuss, consider and take appropriate action on Work Authorization No 3 in the amount of $20,809,478.00 to expire September 30, 2026, under Williamson County Contract for Engineering Services between HNTB Corporation and Williamson County dated January 9, 2024, for General Engineering Consultant (GEC) - Road Bond Project Management, Design Management, and Construction Management. Funding source: Road Bonds.

35. Discuss, consider and take appropriate action regarding temporary nightly closures (7pm to 7am) on Hairy Man Road from Brushy Creek Road to Great Oaks Drive on September 18th and from September 22nd through September 26th, and detouring traffic to Brightwater Boulevard and Creek Bend Boulevard.

36. Discuss, consider, and take appropriate action on Supplemental No. 1 to Work Authorization No. 1 to the Corridor H – Sam Bass Road contract executed on December 20, 2022, between Williamson County and Rodriguez Engineering Laboratories, LLC relating to the 2019 Road Bond Program.

37. Discuss, consider, and take appropriate action on Supplement No. 2 to Work Authorization #1 to the SH 195 at Ronald Reagan Boulevard contract executed March 19, 2024, between Williamson County and Pape-Dawson Consulting Engineers, LLC relating to the 2023 Road Bond Program.

38. Discuss, consider, and take appropriate action on Supplemental No. 2 to Work Authorization No. 1 to the Arterial K contract executed on September 12, 2023, between Williamson County and American Structurepoint, Inc. relating to the LTP/Corridor Program.

39. Discuss, consider, and take appropriate action on Supplemental No. 2 to Work Authorization No. 2 to the On-Call Surveying Services (Seward Junction Loop North) contract executed on May 9, 2024, between Williamson County and McGray & McGray Land Surveyors, Inc. relating to the 2023 Road Bond Program.

40. Discuss, consider, and take appropriate action on Supplemental No. 4 to Work Authorization No. 4 to the On-Call Surveying Services (West Main Street) contract executed on May 13, 2024, between Williamson County and Austin Surveying Company, LLC dba Inland Geodetics relating to the 2023 Road Bond Program.

41. Discuss, consider, and take appropriate action on Supplemental No. 4 to Work Authorization No. 5 to the On-Call Surveying Services (Red Bud Lane) contract executed on May 13, 2024, between Williamson County and Austin Surveying Company, LLC dba Inland Geodetics relating to the 2023 Road Bond Program.

42. Discuss, consider, and take appropriate action on Supplemental No. 5 to Work Authorization No. 1 to the Chandler Corridor, Segment 2 contract executed on September 29, 2022, between Williamson County and BGE, Inc. relating to the LTP/Corridor Program.

REGULAR AGENDA

43. Discuss, consider, and take appropriate action on approving a proclamation declaring the month of September 2025 as "National Preparedness Month".

44. Discuss, consider, and take appropriate action on a proclamation designating September 2025 as Hunger Action Month in Williamson County.

45. Discuss, consider, and take appropriate action to make two semi-annual Williamson County Employee Food Drives official county employee events to be conducted in November and May of each year.

46. 9:30 am: Conduct a public hearing relating to a request to use surplus salary dollars for a retention request within the Emergency Communication's Office for PCN 0119 and discuss (1) the reason for the payment in excess of the previously approved budget amount, including the purpose that will be served by making the excess payment; and (2) the exact amount of the excess payment, the sources of the payment, and the terms for distribution of the payment that effect and maintain the public purpose to be served by making excess payment.

47. Discuss, consider, and take appropriate action on additional funding for PCN 0119, Director Emergency Communications.

48. Discuss, consider and take appropriate action on the Budget Policy document for FY26.

49. Discuss, consider and take appropriate action on approving public service funding agreements as per the FY'26 adopted budget approved by the Commissioners' Court on September 3, 2025.

50. Conduct a public hearing related to an Order dissolving the Avery Ranch Road District No. 1 pursuant to Section 257.022 of the Texas Transportation Code.

51. Discuss, consider and take appropriate action on an Order to Dissolve the Avery Ranch Road District No. 1.

52. 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 2015 Certificates of Obligation and any availalbe balances in the 2019-2025 Capital Improvement Programs.

53. Consideration and action with respect to the Order Authorizing the Defeasance and Redemption of Certain of the County's Outstanding Debt.

54. Discuss, consider and take appropriate action on setting a Public Hearing regarding the setting of the rate associated with mandatory provider participation payments that Williamson County may require of all local hospitals for fiscal year (FY) 2026 in relation to the Williamson County Health Care Participation Program and establish how the revenue derived from those payments may be spent in accordance with Chapter 292B of the Texas Health and Safety Code and the Williamson County Health Care Provider Participation Program Rules and Procedures.

55. Discuss, consider and take appropriate action on approving the Grant Terms and Conditions required by Texas Division of Emergency Management (TDEM) for the submittal for reimbursement of expenditures incurred for 2025 Texas Floods (TX-4879-DR)

56. Discuss, consider and take appropriate action for approval of the FY26 Family Eldercare Contract.

57. Discuss, consider, and take appropriate action on approving Goods and Services Contract #2025356, pursuant to TIPS Contract #230501, with Priefert Mfg Co Inc. for West Arena Setup for Panels and Gates for the Williamson County Expo Center for Parks and Recreation in the amount of $125,173.21 and authorize execution of this agreement, the funding source is P635.

58. Discuss, consider, and take appropriate action on approving Goods and Services Contract #2025357, pursuant to HGAC Contract PR11-20A09, with Century Industries, LLC for Portable Bleachers for New West Arena at Williamson County Expo Center for Parks and Recreation in the amount of $269,004.00 and authorize execution of this agreement, the funding source is P635.

59. Discuss, consider, and take appropriate action on approving an annual exemption of utility expenditures from competitive bidding requirements for FY 26 in accordance with Texas Local Government Code 262.024 DISCRETIONARY EXEMPTIONS (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 of the Commissioners Court by order grants the exemption (7) an item that can be obtained from only one source, including: (C) electric power, gas, water, and other utility services.

60. Discuss, consider, and take appropriate action on authorizing Renewal #1 of Contract #24IFB72: Crack Seal Services between Williamson County and RHB Construction, for the same terms and conditions as the existing contract, for the renewal term of one year from 10/22/2025 through 10/21/2026.

61. Discuss, consider, and take appropriate action on approving the Master Service Agreement #2026-001, between Williamson County and Camelback & Co, LLC DBA Servpro of Pflugerville, Round Rock & Georgetown for as-needed general disaster recovery and restoration services in the not-to-exceed amount of Five-Hundred Thousand Dollars ($500,000.00) per fiscal year pursuant to TIPS Cooperative Contract #250501 and authorize execution of the agreement.

62. Receive the September 2025 Construction Summary Report and PowerPoint Presentation.

63. Discuss, consider, and take appropriate action on a Development Agreement with Cross Creek Commercial Park, LLC.

64. Discuss, consider, and take appropriate action on a Letter Agreement with the Brazos River Authority for the CR 143 Bridge Replacement Project.

65. Discuss, consider and take appropriate action on a Real Estate Contract with Glen and Judy Christianson to acquire 15.35 AC needed as right of way on the E. Wilco Highway project.

66. Discuss, consider and take appropriate action on two relocation claims for moving expenses related to the right of way acquisition on Hero Way (Parcel 333).

67. Discuss, consider and take appropriate action on a deed from K29 1941 Investments LP, for 0.412 AC and 1.634 AC for the Ronald Reagan Boulevard widening project.

68. Discuss, consider and take appropriate action on an Interlocal Agreement Regarding the Liberty Hill School District and Williamson County, Texas Participation in the Design and Construction Costs Related to the CR 258 Project.

69. Discuss, consider and take appropriate action on a Special Warranty Deed from the Liberty Hill ISD for right of way needed on the Seward Junction NE Loop project (Parcel 18).

70. Discuss, consider and take appropriate action on a Resolution and an Advance Funding Agreement with TxDOT for a locally funded Roadway Improvement Project (on-system) which will allow for construction of an overpass on Chandler Road connecting ramps to FM 1660, which is in Williamson County, Texas.

71. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn 9.667 acres as right of way and 1.408 acres for a waterline easement required for the construction of the Chandler Road/Corridor B overpass project. (Fuessel Holdings LLC)

72. Discuss, consider and take appropriate action on an Encroachment and Crossing Agreement with the City of Georgetown regarding the installation of a waterline easement within an existing drainage easement on County owned property.

73. 1:00 P.M. Hear a presentation and update from Williamson County's Program Manager for the Williamson County Jail and Justice Center Complex Planning & Development, Kitchell/CEM, Inc., which will include, but not be limited to, current progress on data collection, validation of site review, statistical data, community engagement/outreach planning and other interim planning and directives for future action; and take any appropriate and necessary actions in relation to the Williamson County Jail and Justice Center Complex Planning & Development programming and process.

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)."

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

a. Discuss potential acquisition of real property tract(s) for the future location of the Williamson County Justice Center and Corrections Facilities.
b. Discuss potential sale of approximately 98 acres located at Blue Springs Boulevard/Blue Ridge Drive, Georgetown, Texas.
c. Discuss potential sale of property located at 102 w. 3rd Street, Georgetown, Texas and 303, 307, 311 and 312 S. Main Street, Georgetown, Texas.

75. 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. Civil Action No. 1:22-cv-00254-RP; Rodney A. Hurdsman, #0217082 v. Mike Gleason, et al.; In the United States District Court for the Western District of Texas, Austin Division.
c. Claim No. 04172025-551-431 - Auto liability claim by Firetrol Protection Systems, Inc. for an incident occurring on or about 04/17/2025

76. Deliberate, discuss and conduct annual reviews and evaluations of Senior Directors of Williamson County to include, but not be limited to the Senior Director of Williamson County ITS, Senior Director of Department of Infrastructure, Senior Director of Parks Department, Senior Director of Emergency Services, Senior Director of Facilities Management, Williamson County Commissioners Court County Manager and Williamson County Commissioners Court General Counsel (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).

77. 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)

78. Discuss, consider, and take appropriate action regarding Claim No. 04172025-551-431, an auto liability claim by Firetrol Protection Systems, Inc. for an incident occurring on or about 04/17/2025.

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

80. Comments from Commissioners.

81. **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 10th 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: 09/16/2025

Line item transfer for the County Courts at Law

Submitted By: Sharrion Threadgill, All County Courts

Department: All County Courts

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the County Courts at Law

Background

Additional funds are needed in the lines to cover the outstanding attorney payment vouchers and food for jurors

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0425-004999	Miscellaneous	300.00
From	0100-0425-001100	Salary Accounts	55,000.00
To	0100-0425-004134	Misdemeanor Court Appt.	40,000.00
To	0100-0425-004162	Custodian Mother - Court appt	10,000.00
To	0100-0425-004166	Non-Custodial father Crt Appt	5000.00
To	0100-0425-004933	Food for Jurors	300.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/10/2025 09:37 AM
Budget Office	Saira Hernandez	09/10/2025 12:05 PM
Form Started By: Sharrion Threadgill		Started On: 09/09/2025 10:29 AM
Final Approval Date: 09/10/2025		

Commissioners Court - Regular Session **5.**

Meeting Date: 09/16/2025

Line item transfer for medical supplies

Submitted For: John Gonzales **Submitted By:** John Gonzales, EMS

Department: EMS

Agenda Category: Consent

Information

Agenda Item

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

Background

Due to an increase in certain call types, including cardiac arrests, there has been an increase in medical supplies usage, such as intraosseous (IO) needles and associated equipment as well as other medical supplies. This line item transfer will ensure we have the medical supplies needed to close out the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-005107	Medical Equipment >$5,000	$15,000
To	0100-0540-003200	Medical Suplies	$15,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/03/2025 03:09 PM
Budget Office	Saira Hernandez	09/09/2025 10:22 AM
Form Started By: John Gonzales		Started On: 09/03/2025 01:39 PM
Final Approval Date: 09/09/2025		

Commissioners Court - Regular Session **6.**

Meeting Date: 09/16/2025

LIT to cover maintenance costs for the remaining of FY 25

Submitted For: John Gonzales **Submitted By:** John Gonzales, EMS

Department: EMS

Agenda Category: Consent

Information

Agenda Item

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

Background

This LIT is to cover EMS maintenance costs. Due to older ambulances with high miles and a delay in receiving our new ambulances, there has been an increase in maintenance costs resulting in the need to move funds.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-005107	Medical Equipment >$5,000	$70,000
To	0100-0540-004541	Vehicle Repairs & Maintenance	$70,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/05/2025 12:27 PM
Budget Office	Saira Hernandez	09/09/2025 10:22 AM
Form Started By: John Gonzales		Started On: 09/04/2025 03:47 PM
Final Approval Date: 09/09/2025		

Commissioners Court - Regular Session **7.**

Meeting Date: 09/16/2025

Line Item Transfer

Submitted For: Richard Semple **Submitted By:** Wendy Coco, Information Technology

Department: Information Technology

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Wireless Communications:

Background

This line item transfer is necessary to cover overtime in the 587 - Wireless Communications budget due to vacancies and project deadlines.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100.0587.003010	Salaries	$1,855.50
TO:	0100.0587.001110	Overtime	$1,500.00
TO:	0100.0587.002010	FICA	$114.75
TO:	0100.0587.002020	Retirement	$240.75

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/09/2025 08:52 AM
Budget Office	Saira Hernandez	09/09/2025 10:45 AM
Information Technology (Originator)	Wendy Coco	09/09/2025 12:37 PM
County Judge Exec Asst.	Delia Colon	09/09/2025 01:32 PM
Budget Office	Saira Hernandez	09/09/2025 03:16 PM

Form Started By: Wendy Coco Started On: 09/08/2025 11:09 AM

Final Approval Date: 09/09/2025

Commissioners Court - Regular Session **8.**

Meeting Date: 09/16/2025

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 Building Maintenance & Repairs. Additional funding is necessary due to an insufficient initial budget.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004509	Facility Enhancements	$100,000.00
To	0100.0509.004510	Facility Maint & Repair	$100,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/05/2025 12:40 PM
Budget Office	Saira Hernandez	09/09/2025 10:22 AM
Form Started By: Gina Wrehsnig		Started On: 09/05/2025 09:17 AM
Final Approval Date: 09/09/2025		

Commissioners Court - Regular Session **9.**

Meeting Date: 09/16/2025

Line item transfer for Road & Bridge Division

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

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

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is necessary in order to effectively continue road rehabilitation and maintenance operations for the remainder of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-003005	Office Furniture	$1500.00
To	0200-0210-003597	Roadway Rehab	$1500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/05/2025 01:22 PM
Budget Office	Saira Hernandez	09/09/2025 10:22 AM
Form Started By: Jenifer Favreau		Started On: 09/05/2025 11:11 AM
Final Approval Date: 09/09/2025		

Commissioners Court - Regular Session **10.**

Meeting Date: 09/16/2025

August Monthly Report

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

Department: J.P. Pct. #2

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

August 2025 Report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/09/2025 02:31 PM
Form Started By: Melissa East		Started On: 09/09/2025 10:46 AM
Final Approval Date: 09/09/2025		

Affidavit

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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

ANGELA WILLIAMS
JUSTICE OF THE PEACE
WILLIAMSON COUNTY PRECINCT 2

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

Notary Public
in and for the State of Texas

MELISSA EAST
My Notary ID # 128012229
Expires December 8, 2025

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Deposit Date: **8/1/2025 - 8/31/2025** Case Categories: **Criminal; Civil**
Locations: **JP2**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC2	Arrest Fee - Constable 2 CCP 102.011(a)(1), 102.011(e)	6.67	2	0.00	0	0.00	0	6.67	2
2020AFC4	Arrest Fee - Constable 4 CCP 102.011(a)(1), 102.011(e)	151.55	31	0.00	0	0.00	0	151.55	31
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	521.30	107	0.00	0	0.00	0	521.30	107
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	434.04	91	0.57	1	0.00	0	434.61	92
2020AHLHIS	Arrest Fee - Liberty Hill ISD CCP 102.011(a)(1), 102.011(e)	20.00	4	0.00	0	0.00	0	20.00	4
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	14,213.96	239	7.10	1	0.00	0	14,221.06	240
2020CDF	Compliance Dismissal Fine	370.00	37	0.00	0	0.00	0	370.00	37
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	418.43	42	0.00	0	0.00	0	418.43	42
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	3,237.62	241	1.60	1	0.00	0	3,239.22	242
2020LTF	Local Traffic Fine (TC 542.403)	322.11	110	0.00	0	0.00	0	322.11	110
2020STF	State Traffic Fine (TC 542.4031)	5,368.28	110	0.00	0	0.00	0	5,368.28	110
2020TPF	Time Payment Fee CCP 102.030	598.35	45	0.00	0	0.00	0	598.35	45
2020WFC2	Warrant Fee - Const Pct 2 CCP 102.011(a)(2), 102.011(e)	677.99	18	5.73	1	0.00	0	683.72	19
2020WFC4	Warrant Fee - Const Pct 4 CCP 102.011(a)(2), 102.011(e)	50.00	1	0.00	0	0.00	0	50.00	1
AB	Abstract	10.00	3	0.00	0	0.00	0	10.00	3
CB	Cash Bond	500.00	1	0.00	0	(300.00)	1	200.00	2
CCOP	Civil Copies	72.75	37	0.00	0	0.00	0	72.75	37
CERT	Certified Copy	8.00	4	0.00	0	0.00	0	8.00	4
CFINE	County Fine	19,767.80	174	110.00	5	(60.00)	3	19,817.80	182
COLLFEE	Collection Agency Fee	744.10	11	0.00	0	0.00	0	744.10	11
CONT2	Constable Service Fee Pct #2	7,600.00	73	0.00	0	0.00	0	7,600.00	73
CSFF	Child Safety Fee (CCP 102.014(d))	60.00	3	0.00	0	0.00	0	60.00	3
DDF	Deferred Disposition Fee	2,072.00	23	345.00	4	(110.00)	5	2,307.00	32
FNTC1	Child Safety Seat Fine Trauma Center	77.00	2	0.00	0	0.00	0	77.00	2
JURY	Jury Fee	44.00	2	0.00	0	0.00	0	44.00	2
OPAY	Over Payments > $10	324.00	2	0.00	0	0.00	0	324.00	2
SB41CDRF	County Dispute Resolution fund - LGC 135.157	2,045.00	409	0.00	0	0.00	0	2,045.00	409
SB41JCSF	Justice Court Support Fund	10,225.00	409	0.00	0	0.00	0	10,225.00	409

Payment Report - Fee Code Summary

Deposit Date: **8/1/2025 - 8/31/2025** Case Categories: **Criminal; Civil**
Locations: **JP2**

Fee Code Summary									
Code Word	**Description**	**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
SB41LAF	Language Access Fund - LGC 135.155	1,227.00	409	0.00	0	0.00	0	1,227.00	409
SB41SCF	State Consolidated Fee	315.00	15	0.00	0	0.00	0	315.00	15
SFMCWV	State Fine - Motor Carrier Weight Violation	150.00	1	0.00	0	0.00	0	150.00	1
TCC	Truancy Court Cost (HB2398)	50.00	1	0.00	0	0.00	0	50.00	1
WPOSS	Writ of Possession	45.00	9	0.00	0	0.00	0	45.00	9
WSF2	Constable #2 - Writ Service Fee	2,000.00	10	0.00	0	0.00	0	2,000.00	10
YDP	Youth Diversion Administrative Fee ($50)	50.00	1	0.00	0	0.00	0	50.00	1
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		73,776.95	2,677	470.00	13	(470.00)	9	73,776.95	2,699

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Deposit Date: 8/1/2025 - 8/31/2025 Case Categories: Criminal; Civil
Locations: JP2

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-2-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	744.10
01-0100-0000-341802 - FEES OF OFFICE, JP PCT-2	L-004-2-01-0100-0000-341802: 01-0100-0000-341802 - FEES OF OFFICE, JP PCT #2	14,660.90
01-0100-0000-341902 - CIVIL FEES/OFFICE, CONST 2	L-004-2-01-0100-0000-341902: 01-0100-0000-341902 - Fees of Office, Const. PCT #2	9,600.00
01-0100-0000-341912 - CRIMINAL FEES/OFFICE, CONST 2	L-004-2-01-0100-0000-341912: 01-0100-0000-341912 - Fees of Office, Crim. Const PCT #2	690.39
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-2-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	201.55
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-2-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	598.35
01-0100-0000-351302 - FINES, JP PCT-2	L-004-2-01-0100-0000-351302: 01-0100-0000-351302 - FINES, JP PCT #2	19,817.80
01-0100-0000-365103 Language Access Fund	L-004-2-01-0100-0000-365103: Language Access Fund	1,227.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-2-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC - Misd C	3,239.22
	0100 - General Fund Total:	50,779.31
0368 - JP-2 Truancy Program Fund		
01-0368-0000-341917 - JP2 Truant Conduct (HB 2398)	L-004-2-01-0368-0000-341917: 01-0368-0000-341917 - JP2 Truant Conduct (HB 2398)	50.00
01-0368-0000-342190 - Youth Diversion Program (HB 3186)	L-004-2-01-0368-0000-342190: 01-0368-0000-342190 - Youth Diversion Program (HB 3186)	50.00
	0368 - JP-2 Truancy Program Fund Total:	100.00
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-2-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	2,045.00
	0370 - Alternate Dispute Resolution Fund Total:	2,045.00
0399 - State Agency Fund		
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-2-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3)	14,221.06
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	315.00
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-2-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	521.30
01-0399-0000-208426 - State Traffic Fine Due to State 2020	L-004-2-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	5,368.28
01-0399-0000-208720 - SEATBELT FINES	L-004-2-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	77.00
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-2-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	150.00
	0399 - State Agency Fund Total:	20,652.64
JP BOND		
01-0100-0000-207034 - JP2 Bond Liability Account	L-004-2-02-00002: JP2 Registry Bond Account Liability	200.00
	JP BOND Total:	200.00
	Fee Totals for All Funds:	73,776.95

Commissioners Court - Regular Session **11.**

Meeting Date: 09/16/2025

Justice of the Peace 3 AUGUST 2025 Monthly Report

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

Department: J.P. Pct. #3

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CCP 103 - August 2025

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/09/2025 01:39 PM
Form Started By: Mary Alcala		Started On: 09/08/2025 02:13 PM
Final Approval Date: 09/09/2025		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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

EVELYN McLEAN
JUSTICE OF THE PEACE
PRECINCT THREE

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

NOTARY PUBLIC
in and for the State of Texas

MARY ALCALA
Notary Public, State of Texas
Comm. Expires 04-21-2029
Notary ID 133030414

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **8/1/2025 - 8/31/2025** Case Categories: **Civil**
Locations: **JP3**

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	174.25
01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3	10,440.00
	0100 - General Fund Total:	**10,614.25**
	Fee Totals for All Funds:	**10,614.25**

Payment Report - Fee Code Summary

Transaction Date: **8/1/2025 - 8/31/2025** Case Categories: **Civil**
Locations: **JP3**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
CCOP	Civil Copies	21.25	15	0.00	0	0.00	0	21.25	15
CERT	Certified Copy	2.00	1	0.00	0	0.00	0	2.00	1
CONT3	Constable Service Fee Pct #3	7,840.00	77	0.00	0	0.00	0	7,840.00	77
JURY	Jury Fee	66.00	3	0.00	0	0.00	0	66.00	3
TRANS	Transcript	20.00	2	0.00	0	0.00	0	20.00	2
WEXEC	Writ of Execution	5.00	1	0.00	0	0.00	0	5.00	1
WPOSS	Writ of Possession	60.00	12	0.00	0	0.00	0	60.00	12
WSF3	Constable #3 - Writ Service Fee	2,600.00	13	0.00	0	0.00	0	2,600.00	13

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	10,614.25	124	0.00	0	0.00	0	10,614.25	124

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **8/1/2025 - 8/31/2025** Case Categories: **Criminal**
Locations: **JP3**

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	7,727.93
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-3-01-0100-0000-209600: 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	1,920.15
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-3-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	93.40
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	24.73
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	7,658.41
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	549.94
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	87,549.61
	0100 - General Fund Total:	**105,524.17**
0361 - JP Security Fund		
01-0361-0000-341153 - JP 3 SECURITY FEES	L-004-3-01-0361-0000-341153: 01-0361-0000-341153 - JP 3 SECURITY FEES	60.82
	0361 - JP Security Fund Total:	**60.82**
0367 - JP-3 Truancy Program Fund		
01-0367-0000-341917 - JP3 Truant Conduct (HB 2398)	L-004-3-01-0367-0000-341917: 01-0367-0000-341917 - JP3 Truant Conduct (HB 2398)	50.00
01-0367-0000-370000 - JP-3 Truancy Program Fees	L-004-3-01-0367-0000-370000: 01-0367-0000-370000 - JP-3 Truancy Program Fee	75.98
	0367 - JP-3 Truancy Program Fund Total:	**125.98**
0372 - Justice Court Technology Fund		
01-0372-0000-341143 - JP 3 TECHNOLOGY FEES	L-004-3-01-0372-0000-341143: 01-0372-0000-341143 - JP #3 TECHNOLOGY FEES	60.80
	0372 - Justice Court Technology Fund Total:	**60.80**

Payment Report - G/L and Fund Summary

Transaction Date: **8/1/2025 - 8/31/2025** Case Categories: **Criminal**
Locations: **JP3** Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	L-004-3-01-0399-0000-208033: 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	28.40
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	608.14
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	60.81
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	91.28
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-3-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	141.27
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-3-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.93
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	105.08
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	30.40
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	373.82
01-0399-0000-208750 - TLFTA FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208750: 01-0399-0000-208750 - Traffic Law Failure To Appear	280.94
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	1,925.77
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	3.92
	0399 - State Agency Fund Total:	**3,650.76**
JP BOND		
01-0100-0000-207020 - JP3 Bond Liability Account	L-004-3-02-00002: JP3 Registry Bond Account Liability	1,000.00
	JP BOND Total:	**1,000.00**
	Fee Totals for All Funds:	**110,422.53**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **8/1/2025 - 8/31/2025** Case Categories: **Criminal**
Locations: **JP3**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AFCA3	Arrest/Service Fee - Const. Pct. 3	10.00	2	0.00	0	0.00	0	10.00	2
AFDPS	Arrest Fee - DPS (CCP 102.011)	41.27	14	0.00	0	0.00	0	41.27	14
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	24.73	9	0.00	0	0.00	0	24.73	9
CB	Cash Bond	1,000.00	2	0.00	0	0.00	0	1,000.00	2
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	608.14	25	0.00	0	0.00	0	608.14	25
CFINE	County Fine	87,549.61	816	0.00	0	0.00	0	87,549.61	816
CHS	Courthouse Security Fee (CCP 102.017)	45.63	25	0.00	0	0.00	0	45.63	25
CHSJC	JP Security Fee (CCP 102.017)	15.19	25	0.00	0	0.00	0	15.19	25
COLLFEE	Collection Agency Fee	7,727.93	130	0.00	0	0.00	0	7,727.93	130
COPIES	Certified Copies	7.50	2	0.00	0	0.00	0	7.50	2
COPY	Copies	1.50	1	0.00	0	0.00	0	1.50	1
CRFEEOVER	Criminal Overpayment Fee	93.40	2	0.00	0	0.00	0	93.40	2
DDF	Deferred Disposition Fee	7,636.00	56	0.00	0	0.00	0	7,636.00	56
FNTC1	Child Safety Seat Fine Trauma Center	373.82	6	0.00	0	0.00	0	373.82	6
IDF	Indigent Defense Fee (LGC 133.107)	30.40	25	0.00	0	0.00	0	30.40	25
JCTF	Justice Court Technology Fee (CCP 102.0173)	60.80	25	0.00	0	0.00	0	60.80	25
JFR	Jury Reimbursement Fee (CCP 102.0045)	60.81	25	0.00	0	0.00	0	60.81	25
JTP	Juvenile Truancy Program (CCP 102.0174)	75.98	25	0.00	0	0.00	0	75.98	25
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	14.20	24	0.00	0	0.00	0	14.20	24
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	14.20	24	0.00	0	0.00	0	14.20	24
JUSFC	Judicial Support Fund - County (LGC 133.105)	9.15	25	0.00	0	0.00	0	9.15	25
JUSFS	Judicial Support Fund - State (LGC 133.105)	82.13	25	0.00	0	0.00	0	82.13	25
MVF	Moving Violation Fee (CCP 102.022)	0.93	14	0.00	0	0.00	0	0.93	14
OMNI	OMNI Fee	56.20	17	0.00	0	0.00	0	56.20	17
OMNIC	OMNI Fee - County	37.44	17	0.00	0	0.00	0	37.44	17
OMNIS	OMNI Fee - State	187.30	17	0.00	0	0.00	0	187.30	17
SFC3	Service/Arrest Fee - Const. 3	120.00	14	0.00	0	0.00	0	120.00	14
SFMCWV	State Fine - Motor Carrier Weight Violation	1,925.77	20	0.00	0	0.00	0	1,925.77	20
SFOC	Service Fee - Out of County	2.91	1	0.00	0	0.00	0	2.91	1
STF	State Traffic Fee (TC 542.4031)	105.08	7	0.00	0	0.00	0	105.08	7

Payment Report - Fee Code Summary

Transaction Date: **8/1/2025 - 8/31/2025** Case Categories: **Criminal**
Locations: **JP3**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
TCC	Truancy Court Cost (HB2398)	50.00	1	0.00	0	0.00	0	50.00	1
TPS	Time Payment Fee - State	3.92	1	0.00	0	0.00	0	3.92	1
TPWF	Texas P&W Fine	1,920.15	18	0.00	0	0.00	0	1,920.15	18
UFA	Uniform Traffic Act (TC 542.403)	10.50	7	0.00	0	0.00	0	10.50	7
WARC3	Warrant Fee - Constable Pct. 3	419.94	9	0.00	0	0.00	0	419.94	9
WFDPS	Warrant Fee - DPS	100.00	2	0.00	0	0.00	0	100.00	2

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	110,422.53	1,458	0.00	0	0.00	0	110,422.53	1,458

Commissioners Court - Regular Session **12.**

Meeting Date: 09/16/2025

Deputy Appointment - Constable 4

Submitted By: Brian Olson, Constable Pct. #4

Department: Constable Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to confirm the appointment of Jason Wolf as a Pct 4 Deputy Constable for Williamson County pursuant to Texas Local Government Code 86.011.

Background

Constable Leal is appointing Jason Wolf as a Deputy Constable after having just completed a thorough background investigation and interview process. Mr. Wolf is a United States Marine veteran and has over 25 years of extensive professional training and experience as a Texas Peace Officer. Mr. Wolf holds a Master Texas Peace Officer certificate from the Texas Commission on Law Enforcement and is also an Active Shooter Training Instructor. Mr. Wolf generously volunteers his time with the youth and frequently participates in Teen Court put on by various Williamson County Justice of the Peace courts.

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	09/05/2025 12:19 PM
Form Started By: Brian Olson		Started On: 09/03/2025 09:56 PM
Final Approval Date: 09/05/2025		

Commissioners Court - Regular Session **13.**

Meeting Date: 09/16/2025

Labatt Notice #2

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a Public Notice that the Commissioners Court of Williamson County, Texas will consider the approval of a tax abatement agreement with Labatt Food Services, LLC, as Applicant, at its regularly scheduled Commissioners Court meeting on October 21, 2025, in relation to the design and construction of 150,000 square feet of warehouse space and ancillary facilities on an approximate 48 acre tract of land situated near the intersection of IH-35S and Ronald Reagan Boulevard (WCAD R584644 - AW0421 AW0421 - Manchaca, A. Sur., Acres 47.993) in the Tax Abatement Reinvestment Zone No. 2, being located in Jarrell, Texas, with estimated cost of the improvements being approximately $42 million dollars for the warehouse space and ancillary facilities, which includes buildings and other real property improvements and tangible personal property including machinery and equipment.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Labatt Tax Abatement Notice

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/10/2025 09:38 AM
Form Started By: Hal Hawes		Started On: 09/09/2025 05:30 PM
Final Approval Date: 09/10/2025		

Notice of Consideration of Approval of Tax Abatement Agreement
Provided Pursuant to Texas Tax Code Section 312.402

The Commissioners Court of Williamson County, Texas will consider the approval of a tax abatement agreement with Labatt Food Services, LLC, at its regularly scheduled Commissioners Court meeting on October 21, 2025.

1. The name of the applicant and property owner for tax abatement Labatt Food Services LLC.

2. The name of the Reinvestment Zone in which the property subject to the agreement is located is "Tax Abatement Reinvestment Zone No "2", located in Jarrell, Texas.

3. The location of the Labatt Food Services LLC property is depicted and described in **Exhibit "A"** attached hereto and incorporated herein.

4. A general description of the nature of the improvements included in the tax abatement agreement is as follows: design and construct 150,000 square feet of warehouse space and ancillary facilities ("Facility").

5. Estimated cost of the improvements is approximately $42 million dollars for the Facility which includes buildings and other real property improvements and tangible personal property including machinery and equipment.

EXHIBIT A

FIELD NOTES FOR A 47.993 ACRE OR 2,090,567 SQUARE FOOT TRACT OF LAND SITUATED IN THE ANTONIO MANCHACA SURVEY, ABSTRACT NO. 421 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 48.00 ACRE TRACT CONVEYED TO ANGELA E. IRVINE ET. AL, RECORDED IN DOCUMENT NO. 2019105076 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 47.993 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00:

BEGINNING at a 1/2" iron rod found on a point in the south right-of-way line of Ronald Reagan Blvd., a variable width right-of-way recorded in Document No. 2010071049 of the Official Public Records of Williamson County, Texas, said point being the northeast corner of said 48.00-acre tract, same being the northwest corner of a called 168.54-acre tract in a Trustee's Deed benefiting Leon & Arlee Miller, recorded in Volume 1680, Page 423 of the Official Records of Williamson County, Texas for the northeast corner and POINT OF BEGINNING hereof;

THENCE S 21°40'29" E, departing the south right-of-way line of said Ronald Reagan Blvd., with the east boundary line of said 48.00-acre tract, same being the west boundary line of said 168.54-acre tract, a distance of 2193.10 feet to an iron rod with cap marked "Forest" found on a point in the west boundary line of 168.54-acre tract, said point being the southeast corner of said 48.00-acre tract, same being the northeast corner of the Remnant Portion of a called 91.76-acre tract (Tract 2), recorded in Volume 1868, Page 367 of the Official Records of Williamson County, Texas for the southeast corner hereof;

THENCE S 68°18'57" W, departing the west boundary line of said 168.54-acre tract, with the south boundary line of said 48.00-acre tract, same being the north boundary line of the Remnant Portion of said 91.76-acre tract, a distance of 641.16 feet to an iron rod with cap marked "Forest" found on a point in the east boundary line of a called 110.43-acre tract in Transfer Under the Texas Uniform Transfers to Minors Act to John Yearwood, as custodian for John Edward Boyce Yearwood, recorded in Document No. 2001054944 of the Official Public Records of Williamson County, Texas for the southernmost southwest corner hereof;

THENCE with the westerly boundary line of said 48.00-acre tract, same being the easterly boundary line of said 110.43-acre tract the following four (4) courses and distances:

1. N 17°14'03" W, a distance of 524.11 feet to an iron rod with cap marked "Forest" found for a southwest ell corner hereof;

2. S 73°34'09" W, at a distance of 273.55 feet passing an iron rod with cap marked "Forest" found, continuing a total distance of 440.12 feet to a 1/2" iron rod found at a southwest corner of said 48.00-acre tract, same being the northeast ell corner of said 110.43-acre tract;

3. N 18°21'08" W, a distance of 870.61 feet to a 1/2" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof, and

4. N 20°00'30" W, a distance of 672.16 feet to a 1/2" iron rod with yellow cap marked "Pape-Dawson" set for a southwest ell corner of said 48.00-acre tract, same being a northeast corner of said 110.43-acre tract, from which an iron fence post found bears S 83°50'03" W, 3.02 feet;

THENCE S 68°37'39" W, with a south boundary line of said 48.00-acre tract, same being the north boundary line of 110.43-acre tract, a distance of 987.42 feet to a 1/2" iron rod found on a point in the east boundary line of a called 157.41-acre tract (Tract One) conveyed in Partition Deed to Linda Irvine Strong, Et. Al, recorded in Document No. 2019068288 of the Official Public Records of Williamson County, Texas for the westernmost southwest corner hereof;

THENCE N 21°33'29" W, with the west boundary line of said 48.00-acre tract, same being the east boundary line of said 157.41-acre tract, a distance of 107.06 feet to a 1/2" iron rod found on a point in the south right-of-way line of said Ronald Reagan Blvd., said point being the northwest corner of said 48.00-acre tract, same being the northeast corner of said 157.41-acre tract for the northwest corner hereof;

THENCE N 68°59'40" E, with the south boundary line of said Ronald Reagan Blvd., same being the north boundary line of said 48.00-acre tract, a distance of 1956.17 feet to the POINT OF BEGINNING containing 47.993 acres in Williamson County, Texas. Said tract being described in conjunction with an on-the-ground survey prepared under Job No. 13180-00 by Pape-Dawson Engineers, Inc.

Commissioners Court - Regular Session **14.**

Meeting Date: 09/16/2025

Property Tax Collections – August 2025

Submitted For: Larry Gaddes

Submitted By: Rebecca Bruton, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

080125-083125 GWI-RFM

080125-083125 GWI-RFM graph

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/09/2025 03:59 PM
Form Started By: Rebecca Bruton		Started On: 09/09/2025 03:52 PM
Final Approval Date: 09/09/2025		

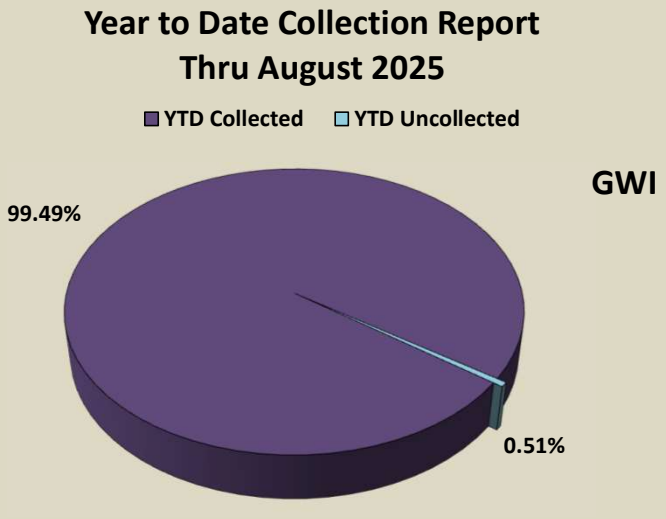
YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
August 31, 2025

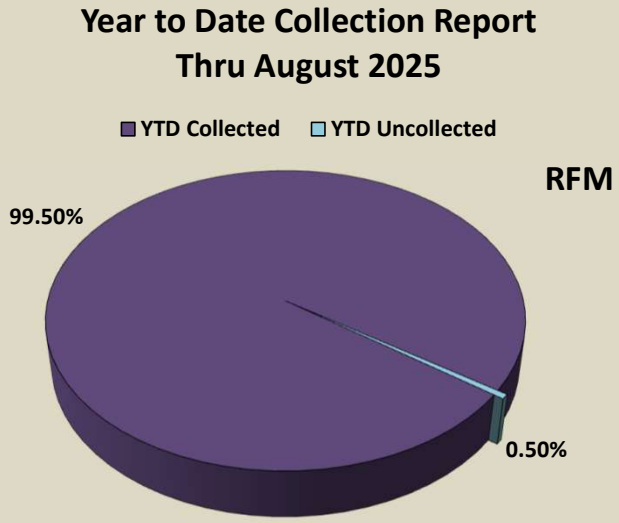
Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P&I	YTD Percent Collected w/P&I & Prior Years
2024	$459,890,613.70	($3,906,808.55)	$455,983,805.15	$53,341.60	$95,735.73	$10.12	$2,320,131.97	$453,663,673.18	99.49%	99.73%	99.42%
2023 & Prior	$4,214,726.82	($4,872,265.21)	($657,538.39)	($234,234.11)	$8,344.95	$42.49	$2,282,705.52	($2,940,243.91)	447.16%	406.35%	
Rollbacks	$811,847.39	$1,013,158.62	$1,825,006.01	$30,708.80	$0.00	$0.00	$564,769.33	$1,260,236.68	69.05%	69.09%	
Total All	$464,917,187.91	($7,765,915.14)	$457,151,272.77	($150,183.71)	$104,080.68	$52.61	$5,167,606.82	$451,983,665.95	98.87%	99.17%	

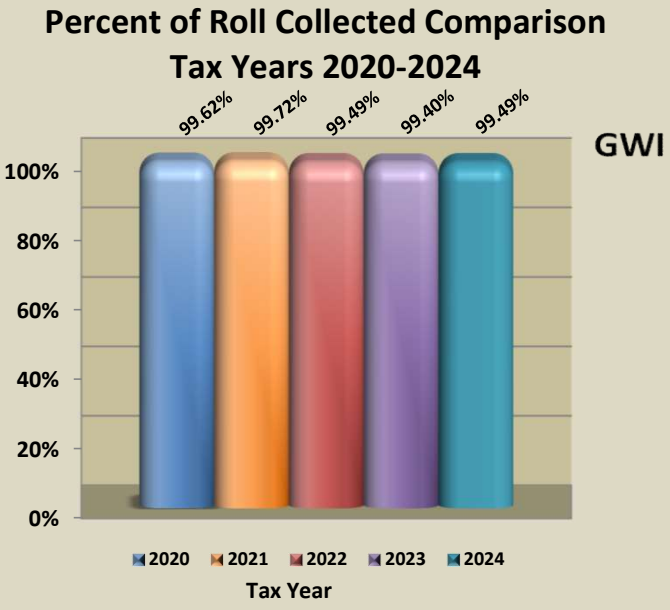
Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P&I	YTD Percent Collected w/P&I & Prior Years
2024	$58,537,185.60	($413,895.33)	$58,123,290.27	$12,489.12	$12,028.68	$1.11	$292,338.44	$57,830,951.83	99.50%	99.74%	99.45%
2023 & Prior	$490,413.73	($580,078.11)	($89,664.38)	($27,353.89)	$1,029.20	$0.06	$243,743.05	($333,407.43)	371.84%	335.03%	
Rollbacks	$82,906.04	$111,709.33	$194,615.37	$3,305.20	$0.00	$0.00	$62,542.39	$132,072.98	67.86%	67.90%	
Total All	$59,110,505.37	($882,264.11)	$58,228,241.26	($11,559.57)	$13,057.88	$1.17	$598,623.88	$57,629,617.38	98.97%	99.27%	

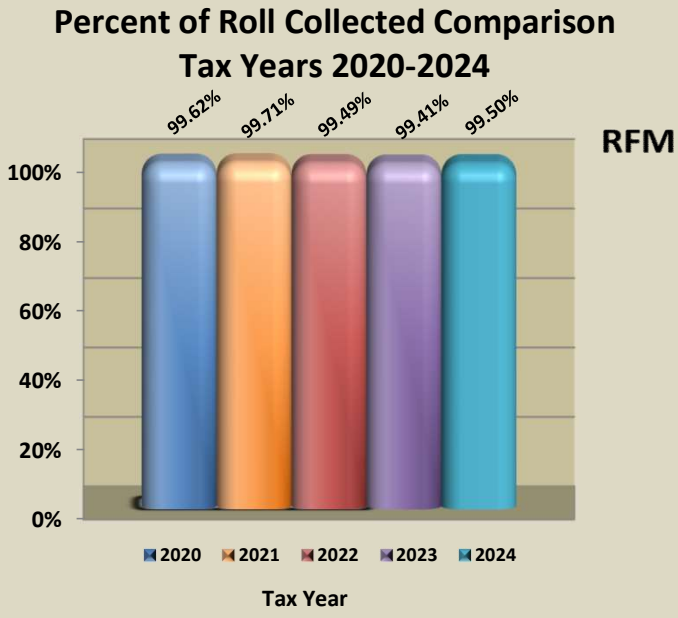
2024 COMBINED MONTHLY BREAKDOWN

Oct-24	$518,427,799.30	$379.67	$518,428,178.97	$11,522,952.32	$0.00	$94.78	$506,603,656.15	$11,824,522.82
Nov-24	$518,428,178.97	-$256,458.39	$518,171,720.58	$21,481,122.67	$0.00	$0.63	$484,866,074.46	$33,305,646.12
Dec-24	$518,171,720.58	-$241,142.83	$517,930,577.75	$247,180,786.70	$0.00	-$13.07	$237,444,158.00	$280,486,419.75
Jan-25	$517,930,577.75	-$382,266.69	$517,548,311.06	$212,266,018.53	$411.35	-$166.93	$24,796,039.71	$492,752,271.35
Feb-25	$517,548,311.06	-$580,141.60	$516,968,169.46	$9,652,334.57	$364,983.91	-$53,241.79	$14,616,805.33	$502,351,364.13
Mar-25	$516,968,169.46	-$447,486.53	$516,520,682.93	$4,033,720.05	$248,102.15	$1,313.18	$10,134,285.57	$506,386,397.36
Apr-25	$516,520,682.93	-$985.41	$516,519,697.52	$1,520,939.80	$151,774.52	$569.60	$8,611,791.06	$507,907,906.46
May-25	$516,519,697.52	-$910,578.97	$515,609,118.55	$1,436,834.64	$115,642.12	$582.06	$6,263,795.39	$509,345,323.16
Jun-25	$515,609,118.55	-$890.51	$515,608,228.04	$1,006,678.06	$134,598.26	$0.51	$5,256,226.31	$510,352,001.73
Jul-25	$515,608,228.04	-$857,666.28	$514,750,561.76	$1,076,579.93	$111,791.35	$201.40	$3,321,778.70	$511,428,783.06
Aug-25	$514,750,561.76	-$643,466.34	$514,107,095.42	$65,830.72	$107,764.41	$11.23	$2,612,470.41	$511,494,625.01


Year to Date Collection Report
Thru August 2025
YTD Collected
YTD Uncollected
GWI
99.49%
0.51%


Year to Date Collection Report
Thru August 2025
YTD Collected
YTD Uncollected
RFM
99.50%
0.50%


Percent of Roll Collected Comparison
Tax Years 2020-2024
GWI
99.62%
99.72%
99.49%
99.40%
99.49%
100%
80%
60%
40%
20%
0%
2020
2021
2022
2023
2024
Tax Year


Percent of Roll Collected Comparison
Tax Years 2020-2024
RFM
99.62%
99.71%
99.49%
99.41%
99.50%
100%
80%
60%
40%
20%
0%
2020
2021
2022
2023
2024
Tax Year

Commissioners Court - Regular Session **15.**

Meeting Date: 09/16/2025

Texpool Resolutions Amending Authorized Representatives

Submitted For: Scott Heselmeyer **Submitted By:** Carole Callahan, County Treasurer

Department: County Treasurer

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve the TexPool Resolutions Amending Authorized Representatives for the County Treasurer and County Clerk's office.

Background

Texpool Resolution Authorizing County Clerk Nancy Rister and Shari Champion to transmit or withdraw investment funds in the Texpool and Texpool Prime and to take all other actions deemed necessary or appropriate for the investment of local funds. In addition, the Resolution also allows County Clerk's office employees, Kelly Phillips and Camille Pacheco, to be inquiry only representatives on the Texpool and Texpool Prime accounts.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TexPool Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/03/2025 03:15 PM
Form Started By: Carole Callahan		Started On: 09/03/2025 02:55 PM
Final Approval Date: 09/03/2025		

Resolution Amending Authorized Representatives

Please complete this form to amend or designate Authorized Representatives. *This document supersedes all prior Authorized Representative forms.*

*** Required Fields**

1. Resolution

WHEREAS,

Williamson County Clerk — Participant Name*

7 8 8 3 0 — Location Number*

("**Participant**") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("**TexPool / Texpool Prime**"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and

C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. D. Scott Heselmeyer — Name; Williamson County Treasurer — Title
   5 1 2 9 4 3 1 5 4 0 — Phone; 5 1 2 9 4 3 1 5 9 0 — Fax; scott.heselmeyer@wilcotx.gov — Email
   D Scott Heselmeyer — Signature

2. Carole Callahan — Name; Chief Deputy Treasurer — Title
   5 1 2 9 4 3 1 5 8 3 — Phone; 5 1 2 9 4 3 1 5 9 0 — Fax; carole.callahan@wilcotx.gov — Email
   Carole Callahan — Signature

3. Nancy E. Rister — Name; Williamson County Clerk — Title
   5 1 2 9 4 3 1 5 4 9 — Phone; 5 1 2 9 4 3 5 2 8 6 — Fax; nancy.rister@wilcotx.gov — Email
   Nancy E. Rister — Signature

Form Continues on Next Page

1. Resolution (continued)

4. Shari Champion
Name

Deputy County Clerk
Title

5129431220
Phone

5129431616
Fax

shari.l.champions@wilcotx.gov
Email

Shari Champion
Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Shari Champion
Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. *This limited representative cannot perform transactions.* If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Name

Title

Phone

Fax

Email

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the 16 day of September, 2025.

Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

Name of Participant*

SIGNED

Signature*

Printed Name*

Title*

ATTEST

Signature*

Printed Name*

Title*

2. Delivery Instructions

Please return this document to **TexPool Participant Services**:

Email: texpool@dstsystems.com

Fax: 866-839-3291

1-866-TEXPOOL (839-7665) • TexPool.com
© 2022 Federated Hermes, Inc.
G45340-17 (3/22)

Managed and Serviced by Federated Hermes

Resolution Amending Authorized Representatives

Please complete this form to amend or designate Authorized Representatives. *This document supersedes all prior Authorized Representative forms.*

*** Required Fields**

1. Resolution

WHEREAS,

Williamson County Clerk — Participant Name*

7 8 8 3 0 — Location Number*

("**Participant**") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("**TexPool / Texpool Prime**"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and

C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Melissa Valle — Name; Deputy Treasurer — Title
   5 1 2 9 4 3 1 5 4 0 — Phone; Fax; melissa.valle@wilcotx.gov — Email
   Melissa M. Valle — Signature

2. Melanie Jamison — Name; Deputy Treasurer — Title
   5 1 2 9 4 3 1 5 4 0 — Phone; Fax; melanie.jamison@wilcotx.gov — Email
   Melanie Jam — Signature

3. Sharon Smith — Name; Finance Treasurer — Title
   5 1 2 9 4 3 1 5 4 0 — Phone; Fax; sharon.smith@wilcotx.gov — Email
   Sharon Smith — Signature

Form Continues on Next Page

1. Resolution (continued)

4. Name | Title

Phone | Fax | Email

Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Carole Callahan

Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. *This limited representative cannot perform transactions.* If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Kelly Phillips — Name

Deputy County Clerk — Title

5129431140 — Phone

Fax

kelly.phillips@wilcotx.gov — Email

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the ___ day of _____, 20__.

Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

Name of Participant*

SIGNED

Signature*

Printed Name*

Title*

ATTEST

Signature*

Printed Name*

Title*

2. Delivery Instructions

Please return this document to **TexPool Participant Services**:

Email: texpool@dstsystems.com

Fax: 866-839-3291

1-866-TEXPOOL (839-7665) • TexPool.com
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G45340-17 (3/22)

Managed and Serviced by Federated Hermes

Commissioners Court - Regular Session **16.**

Meeting Date: 09/16/2025

Additional Cash for change

Submitted For: Nancy Rister **Submitted By:** Nancy Rister, County Clerk

Department: County Clerk

Agenda Category: Consent

Information

Agenda Item

Discuss and take appropriate action to add an additional $600 for change for cashiers in the County Clerk's Recording Division.

Background

Due to the amount of cash taken in person in the Recording Division of the County Clerk's office, additional cash is needed in the cash drawers to be able to make change for transactions and limit the number of trips to the bank for change.

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	09/04/2025 02:23 PM
Form Started By: Nancy Rister		Started On: 09/04/2025 10:16 AM
Final Approval Date: 09/04/2025		

Commissioners Court - Regular Session **17.**

Meeting Date: 09/16/2025

FY26 Pay Charts

Submitted For: Allen Frederick **Submitted By:** Kaylan Diederich, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

Discuss, take appropriate action, and note in the official minutes the new B, EX, C, and L pay charts, effective October 2025.

Background

The B and EX charts have the 2% COLA applied to them as approved in Commissioners Court on 8/19/2025. The C and L charts have been updated according to salary study 2.2 findings as approved in Commissioners Court on 8/19/2025.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY26 B Chart

FY26 EX Chart

FY26 C Chart

FY26 L Chart

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Allen Frederick	09/08/2025 09:10 AM
County Judge Exec Asst.	Delia Colon	09/09/2025 12:31 PM
Form Started By: Kaylan Diederich		Started On: 09/08/2025 08:50 AM
Final Approval Date: 09/09/2025		

WILCO HUMAN RESOURCES

FY26 WILLIAMSON COUNTY B GRADE CHART

Effective October 2025

GRADE		MINIMUM	15% ABOVE MIN	MAXIMUM
B.15	Hourly	$15.91	$18.30	$23.87
	Bi-weekly	$1,273.13	$1,464.10	$1,909.69
	Annual	**$33,101.35**	**$38,066.55**	**$49,652.03**
B.16	Hourly	$16.71	$19.22	$25.07
	Bi-weekly	$1,336.93	$1,537.46	$2,005.39
	Annual	**$34,760.07**	**$39,974.08**	**$52,140.10**
B.17	Hourly	$17.56	$20.20	$26.34
	Bi-weekly	$1,404.91	$1,615.64	$2,107.36
	Annual	**$36,527.53**	**$42,006.66**	**$54,791.30**
B.18	Hourly	$18.45	$21.22	$27.67
	Bi-weekly	$1,475.87	$1,697.25	$2,213.81
	Annual	**$38,372.71**	**$44,128.62**	**$57,559.07**
B.19	Hourly	$19.39	$22.30	$29.08
	Bi-weekly	$1,551.01	$1,783.66	$2,326.52
	Annual	**$40,326.32**	**$46,375.27**	**$60,489.48**
B.20	Hourly	$20.36	$23.42	$30.54
	Bi-weekly	$1,628.97	$1,873.32	$2,443.46
	Annual	**$42,353.26**	**$48,706.25**	**$63,529.89**
B.21	Hourly	$21.39	$24.60	$32.08
	Bi-weekly	$1,711.20	$1,967.88	$2,566.80
	Annual	**$44,491.13**	**$51,164.80**	**$66,736.70**
B.22	Hourly	$22.47	$25.84	$33.71
	Bi-weekly	$1,797.69	$2,067.34	$2,696.54
	Annual	**$46,739.95**	**$53,750.94**	**$70,109.92**
B.23	Hourly	$23.62	$27.17	$35.43
	Bi-weekly	$1,889.84	$2,173.31	$2,834.75
	Annual	**$49,135.73**	**$56,506.09**	**$73,703.60**
B.24	Hourly	$24.81	$28.53	$37.22
	Bi-weekly	$1,984.84	$2,282.56	$2,977.26
	Annual	**$51,605.79**	**$59,346.66**	**$77,408.69**
B.25	Hourly	$26.07	$29.98	$39.10
	Bi-weekly	$2,085.51	$2,398.33	$3,128.26
	Annual	**$54,223.14**	**$62,356.61**	**$81,334.71**
B.26	Hourly	$27.40	$31.51	$41.10
	Bi-weekly	$2,191.84	$2,520.61	$3,287.76
	Annual	**$56,987.77**	**$65,535.94**	**$85,481.66**
B.27	Hourly	$28.80	$33.12	$43.20
	Bi-weekly	$2,303.83	$2,649.41	$3,455.75
	Annual	**$59,899.70**	**$68,884.65**	**$89,849.55**
B.28	Hourly	$30.27	$34.81	$45.40
	Bi-weekly	$2,421.51	$2,784.73	$3,632.26
	Annual	**$62,959.22**	**$72,403.11**	**$94,438.84**
B.29	Hourly	$31.81	$36.58	$47.72
	Bi-weekly	$2,544.86	$2,926.59	$3,817.29
	Annual	**$66,166.35**	**$76,091.30**	**$99,249.53**
B.30	Hourly	$33.42	$38.44	$50.14
	Bi-weekly	$2,673.88	$3,074.96	$4,010.81
	Annual	**$69,520.77**	**$79,948.88**	**$104,281.15**
B.31	Hourly	$35.11	$40.37	$52.66
	Bi-weekly	$2,808.54	$3,229.83	$4,212.82
	Annual	**$73,022.16**	**$83,975.48**	**$109,533.24**
B.32	Hourly	$36.90	$42.43	$55.35
	Bi-weekly	$2,951.75	$3,394.51	$4,427.62
	Annual	**$76,745.42**	**$88,257.23**	**$115,118.13**

GRADE		MINIMUM	15% ABOVE MIN	MAXIMUM
B.33	Hourly	$38.76	$44.57	$58.14
	Bi-weekly	$3,100.59	$3,565.68	$4,650.89
	Annual	**$80,615.35**	**$92,707.65**	**$120,923.02**
B.34	Hourly	$40.72	$46.83	$61.09
	Bi-weekly	$3,257.98	$3,746.68	$4,886.97
	Annual	**$84,707.46**	**$97,413.58**	**$127,061.19**
B.35	Hourly	$42.78	$49.20	$64.17
	Bi-weekly	$3,422.44	$3,935.81	$5,133.66
	Annual	**$88,983.52**	**$102,331.05**	**$133,475.28**
B.36	Hourly	$44.94	$51.68	$67.41
	Bi-weekly	$3,595.40	$4,134.72	$5,393.11
	Annual	**$93,480.52**	**$107,502.60**	**$140,220.78**
B.37	Hourly	$47.21	$54.29	$70.82
	Bi-weekly	$3,776.88	$4,343.41	$5,665.31
	Annual	**$98,198.76**	**$112,928.58**	**$147,298.15**
B.38	Hourly	$49.60	$57.04	$74.40
	Bi-weekly	$3,968.25	$4,563.49	$5,952.38
	Annual	**$103,174.61**	**$118,650.80**	**$154,761.91**
B.39	Hourly	$52.12	$59.94	$78.18
	Bi-weekly	$4,169.59	$4,795.03	$6,254.38
	Annual	**$108,409.30**	**$124,670.69**	**$162,613.95**
B.40	Hourly	$54.73	$62.93	$82.09
	Bi-weekly	$4,378.06	$5,034.77	$6,567.09
	Annual	**$113,829.51**	**$130,903.94**	**$170,744.27**
B.41	Hourly	$57.46	$66.08	$86.19
	Bi-weekly	$4,596.95	$5,286.50	$6,895.43
	Annual	**$119,520.80**	**$137,448.92**	**$179,281.20**
B.42	Hourly	$60.33	$69.39	$90.50
	Bi-weekly	$4,826.79	$5,550.81	$7,240.19
	Annual	**$125,496.64**	**$144,321.13**	**$188,244.96**
B.43	Hourly	$63.35	$72.85	$95.03
	Bi-weekly	$5,068.14	$5,828.37	$7,602.22
	Annual	**$131,771.75**	**$151,537.51**	**$197,657.63**
B.44	Hourly	$66.52	$76.50	$99.78
	Bi-weekly	$5,321.56	$6,119.79	$7,982.34
	Annual	**$138,360.56**	**$159,114.64**	**$207,540.84**
B.45	Hourly	$69.85	$80.32	$104.77
	Bi-weekly	$5,587.63	$6,425.78	$8,381.45
	Annual	**$145,278.41**	**$167,070.18**	**$217,917.62**
B.46	Hourly	$73.34	$84.34	$110.01
	Bi-weekly	$5,867.01	$6,747.06	$8,800.51
	Annual	**$152,542.24**	**$175,423.58**	**$228,813.36**
B.47	Hourly	$77.00	$88.56	$115.51
	Bi-weekly	$6,160.37	$7,084.42	$9,240.55
	Annual	**$160,169.59**	**$184,195.03**	**$240,254.38**
B.48	Hourly	$80.85	$92.98	$121.28
	Bi-weekly	$6,468.37	$7,438.63	$9,702.56
	Annual	**$168,177.69**	**$193,404.35**	**$252,266.54**
B.49	Hourly	$84.90	$97.63	$127.35
	Bi-weekly	$6,791.80	$7,810.58	$10,187.71
	Annual	**$176,586.92**	**$203,074.96**	**$264,880.38**
B.50	Hourly	$89.14	$102.51	$133.71
	Bi-weekly	$7,131.39	$8,201.10	$10,697.08
	Annual	**$185,416.08**	**$213,228.49**	**$278,124.12**

*Minor variations may occur due to rounding

WILCO
HUMAN RESOURCES

WILLIAMSON COUNTY EX GRADE CHART

Effective October 2025

GRADE	MINIMUM	MAXIMUM
AO.1 - Appointed Official	$67,066.35	$357,000.00
CR.1 - County Court Reporter		
DH.1 - Department Head		
DR.1 - District Court Reporter		
EO.1 - Elected Official		

*Minor variations may occur due to rounding

*Other grade identifiers may be found in reporting that are not tied to Williamson County pay scales

PROPOSED FY26 WILLIAMSON COUNTY C STEP CHART

EFFECTIVE OCTOBER 2025

CORRECTIONS OFFICER	C1-1	C1-2	C1-3	C1-4	C1-5	C1-6	C1-7	C1-8	C1-9	C1-10	C1-11	C1-12	C1-13	C1-14
Annual	$56,650.00	$60,615.50	$63,040.12	$65,561.72	$68,184.19	$70,911.56	$73,748.02	$75,222.98	$76,727.44	$78,261.99	$79,827.23	$81,423.78	$83,052.25	$84,713.30
Hourly	$27.24	$29.14	$30.31	$31.52	$32.78	$34.09	$35.46	$36.16	$36.89	$37.63	$38.38	$39.15	$39.93	$40.73
		7%	4%	4%	4%	4%	4%	2%	2%	2%	2%	2%	2%	2%
CORRECTIONS PEACE OFFICER	**C2-1**	**C2-2**	**C2-3**	**C2-4**	**C2-5**	**C2-6**	**C2-7**	**C2-8**	**C2-9**	**C2-10**	**C2-11**	**C2-12**	**C2-13**	**C2-14**
Annual	$68,117.44	$72,885.66	$75,801.08	$78,833.12	$80,409.79	$82,017.98	$83,658.34	$85,331.51	$87,038.14	$88,778.90	$90,554.48	$92,365.57	$94,212.88	$96,097.14
Hourly	$32.75	$35.04	$36.44	$37.90	$38.66	$39.43	$40.22	$41.02	$41.85	$42.68	$43.54	$44.41	$45.29	$46.20
		7%	4%	4%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
CORRECTIONS SERGEANT	**C3-1**	**C3-2**	**C3-3**	**C3-4**	**C3-5**	**C3-6**	**C3-7**	**C3-8**	**C3-9**	**C3-10**	**C3-11**	**C3-12**	**C3-13**	**C3-14**
Annual			$82,031.04	$85,312.28	$88,724.77	$90,499.27	$92,309.25	$94,155.44	$96,038.55	$97,959.32	$98,938.91	$99,928.30	$100,927.58	$101,936.86
Hourly			$39.44	$41.02	$42.66	$43.51	$44.38	$45.27	$46.17	$47.10	$47.57	$48.04	$48.52	$49.01
				4%	4%	2%	2%	2%	2%	2%	1%	1%	1%	1%
CORRECTIONS LIEUTENANT	**C4-1**	**C4-2**	**C4-3**	**C4-4**	**C4-5**	**C4-6**	**C4-7**	**C4-8**	**C4-9**	**C4-10**	**C4-11**	**C4-12**	**C4-13**	**C4-14**
Annual					$96,860.40	$98,797.61	$100,773.56	$102,789.03	$104,844.81	$106,941.71	$109,080.54	$110,171.35	$111,273.06	$112,385.79
Hourly					$46.57	$47.50	$48.45	$49.42	$50.41	$51.41	$52.44	$52.97	$53.50	$54.03
						2%	2%	2%	2%	2%	2%	1%	1%	1%
CORRECTIONS COMMANDER	**C5-1**	**C5-2**	**C5-3**	**C5-4**	**C5-5**	**C5-6**	**C5-7**	**C5-8**	**C5-9**	**C5-10**	**C5-11**	**C5-12**	**C5-13**	**C5-14**
Annual							$116,860.40	$119,197.61	$121,581.56	$124,013.19	$126,493.46	$129,023.32	$131,603.79	$134,235.87
Hourly							$56.18	$57.31	$58.45	$59.62	$60.81	$62.03	$63.27	$64.54
								2%	2%	2%	2%	2%	2%	2%
ASSISTANT CHIEF DEPUTY CO	**C6-1**	**C6-2**	**C6-3**	**C6-4**	**C6-5**	**C6-6**	**C6-7**	**C6-8**	**C6-9**	**C6-10**	**C6-11**	**C6-12**	**C6-13**	**C6-14**
Annual									$164,915.77	$168,214.09	$171,578.37	$175,009.93	$178,510.13	$182,080.34
Hourly									$79.29	$80.87	$82.49	$84.14	$85.82	$87.54
										2%	2%	2%	2%	2%

**Minor variations may occur due to rounding

FY26 PROPOSED WILLIAMSON COUNTY L STEP CHART

EFFECTIVE OCTOBER 2025

DEPUTY - SO & CONSTABLE	L1-1	L1-2	L1-3	L1-4	L1-5	L1-6	L1-7	L1-8	L1-9	L1-10	L1-11	L1-12	L1-13	L1-14
Annual	$72,061.32	$77,105.61	$80,189.84	$83,397.43	$86,733.33	$88,467.99	$90,237.35	$92,042.10	$93,882.94	$95,760.60	$97,675.81	$99,629.33	$101,621.92	$103,654.36
Hourly	$34.64	$37.07	$38.55	$40.09	$41.70	$42.53	$43.38	$44.25	$45.14	$46.04	$46.96	$47.90	$48.86	$49.83
		7%	4%	4%	4%	2%	2%	2%	2%	2%	2%	2%	2%	2%

SERGEANT - SO & CONSTABLE / SERGEANT INVESTIGATOR	L3-1	L3-2	L3-3	L3-4	L3-5	L3-6	L3-7	L3-8	L3-9	L3-10	L3-11	L3-12	L3-13	L3-14
Annual					$94,640.00	$101,264.80	$105,315.39	$109,528.01	$111,718.57	$113,952.94	$116,232.00	$118,556.64	$120,927.77	$123,346.33
Hourly					$45.50	$48.69	$50.63	$52.66	$53.71	$54.79	$55.88	$57.00	$58.14	$59.30
						7%	4%	4%	2%	2%	2%	2%	2%	2%

LIEUTENANT CONSTABLE / DEPUTY CHIEF INVESTIGATOR	LA-1	LA-2	LA-3	LA-4	LA-5	LA-6	LA-7	LA-8	LA-9	LA-10	LA-11	LA-12	LA-13	LA-14
Annual							$106,368.55	$113,814.34	$118,366.92	$123,101.59	$125,563.63	$128,074.90	$130,636.40	$133,249.12
Hourly							$51.14	$54.72	$56.91	$59.18	$60.37	$61.57	$62.81	$64.06
								7%	4%	4%	2%	2%	2%	2%

LIEUTENANT SO	L4-1	L4-2	L4-3	L4-4	L4-5	L4-6	L4-7	L4-8	L4-9	L4-10	L4-11	L4-12	L4-13	L4-14
Annual							$108,659.00	$116,265.13	$120,915.74	$125,752.36	$128,267.41	$130,832.76	$133,449.42	$136,118.40
Hourly							$52.24	$55.90	$58.13	$60.46	$61.67	$62.90	$64.16	$65.44
								7%	4%	4%	2%	2%	2%	2%

CHIEF DEPUTY CONSTABLE	LB-1	LB-2	LB-3	LB-4	LB-5	LB-6	LB-7	LB-8	LB-9	LB-10	LB-11	LB-12	LB-13	LB-14
Annual							$113,814.34	$121,781.35	$126,652.60	$131,718.71	$134,353.08	$137,040.14	$139,780.94	$142,576.56
Hourly							$54.72	$58.55	$60.89	$63.33	$64.59	$65.88	$67.20	$68.55
								7%	4%	4%	2%	2%	2%	2%

COMMANDER SO	L5-1	L5-2	L5-3	L5-4	L5-5	L5-6	L5-7	L5-8	L5-9	L5-10	L5-11	L5-12	L5-13	L5-14
Annual							$132,586.00	$137,889.44	$143,405.02	$149,141.22	$152,124.04	$155,166.52	$158,269.85	$161,435.25
Hourly							$63.74	$66.29	$68.94	$71.70	$73.14	$74.60	$76.09	$77.61
								4%	4%	4%	2%	2%	2%	2%

ASSISTANT CHIEF DEPUTY SO	L6-1	L6-2	L6-3	L6-4	L6-5	L6-6	L6-7	L6-8	L6-9	L6-10	L6-11	L6-12	L6-13	L6-14
Annual									$164,915.77	$168,214.09	$171,578.37	$175,009.93	$178,510.13	$182,080.34
Hourly									$79.29	$80.87	$82.49	$84.14	$85.82	$87.54
										2%	2%	2%	2%	2%

CHIEF DEPUTY SO	L7-1	L7-2	L7-3	L7-4	L7-5	L7-6	L7-7	L7-8	L7-9	L7-10	L7-11	L7-12	L7-13	L7-14
Annual											$185,304.64	$189,010.73	$192,790.94	$196,646.76
Hourly											$89.09	$90.87	$92.69	$94.54
												2%	2%	2%

**Minor variations may occur due to rounding

Commissioners Court - Regular Session **18.**

Meeting Date: 09/16/2025

New Standard Agreement with Williamson County MUD #23 (Morning Star) for County Sheriff

Submitted For: Matthew Lindemann **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Williamson County Municipal Utility District #23 for off-duty contracting of County Sheriff Deputies to be effective October 1, 2025.

Background

This is a new agreement for Williamson County MUD #23 (Morning Star). This new agreement will give permission for Williamson County MUD #23 to contract County Sheriff Deputies in a private capacity and the County to invoice that MUD for deputies' vehicle usage. The term of this agreement shall begin on October 1, 2025 and will have two additional one year automatic renewals on October 1, 2026 and October 1, 2027. The agreement will be revisited with proper approvals from the Commissioners Court for October 1, 2028 (FY'29).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Morning Star Standard Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/03/2025 03:13 PM
Form Started By: Starla Hall		Started On: 09/03/2025 08:17 AM
Final Approval Date: 09/03/2025		

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 October, 1, 2025, and shall terminate on September 30, 2026, and will have two (2) additional one (1) year automatic renewal terms. The AGREEMENT will automatically renew on October 1, 2026, and October 1, 2027. The Agreement must be revisited with proper approvals from the applicable

governing bodies and elected official(s) for FY2029. 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 **$ 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.

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: Williamson County Municipal Utility District No. 23

Signature: _____

Printed Name: Kris Ehlert

Title: President

Date: August 18 _____, 2025

Address of Office: 1330 Post Oak Boulevard, Suite 2650
Houston, Texas 77056

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

LEA: Williamson County Sheriff's Office

Printed Name of Official: Matthew Lindemann

Signature of Official: Matthew Lindemann

Date: September 3, 2025

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

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: _____
Williamson County Judge or
Presiding Officer,
Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Date: _____ _____, 20____

[1] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Commissioners Court - Regular Session **19.**

Meeting Date: 09/16/2025

Sonterra MUD 2nd Amendment for County Sheriff

Submitted For: Matthew Lindemann **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the 2nd Amendment to the Standard Agreement with the Local Governmental Entity regarding off-duty contracting of County Sheriff's Deputies by and between Sonterra 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 19, 2023, the Standard Agreement with Sonterra MUD was approved and executed on September 20, 2023, 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 Sonterra MUD for the vehicle rate increase.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Sonterra MUD 2nd Amendment

Standard Agreement

1st Amendment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/09/2025 12:25 PM
Form Started By: Starla Hall		Started On: 09/04/2025 02:24 PM
Final Approval Date: 09/09/2025		

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 20, 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: Sonterra Municipal Utility District

Signature: _____

Printed Name: Michael Cosimeno

Title: President, Board of Directors

Date: July 21, 2025

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Matthew Lindemann

Signature of Official: Matthew Lindemann

Date: September 8, 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 ~~September 11, 2023~~ 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: Sonterra Municipal Utility District

Signature: _____

Printed Name: Michael Cosimeno

Title: President, Board of Directors

Date: September 11, 2023

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: _____

Date: September 13, 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 (Sep 20, 2023 14:25 CDT)
Williamson County Judge or
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Date: Sep 20, 2023, 20____

[1] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Item #24-Sonterra MUD Standard agreement

Final Audit Report 2023-09-20

Created:	2023-09-19
By:	Starla Hall (starlahall@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4R7olwiaxN7Zsg9SgxaKMFMdBkssUYP-

"Item #24-Sonterra MUD Standard agreement" History

Document created by Starla Hall (starlahall@wilco.org)
2023-09-19 - 5:16:30 PM GMT

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for signature
2023-09-19 - 5:17:24 PM GMT

Email sent to amanda.brown@wilco.org bounced and could not be delivered
2023-09-19 - 5:17:50 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-09-19 - 5:18:23 PM GMT

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-09-19 - 5:19:06 PM GMT

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2023-09-19 - 5:19:06 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2023-09-20 - 7:25:10 PM GMT

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2023-09-20 - 7:25:22 PM GMT - Time Source: server

Agreement completed.
2023-09-20 - 7:25:22 PM GMT

Powered by
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 20, 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: Sonterra Municipal Utility District

Signature: _____

Printed Name: Michael Cosimeno

Title: President, Board of Directors

Date: August 19, 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 (Sep 11, 2024 07:14 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 #41 Sonterra MUD Amendment

Final Audit Report 2024-09-11

Created:	2024-09-10
By:	Starla Hall (starlahall@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAF-YwfRI_UHe5KxWW45sIFyk6zIJbohVV

"Item #41 Sonterra MUD Amendment" History

Document created by Starla Hall (starlahall@wilco.org)
2024-09-10 - 3:16:22 PM GMT- IP address: 66.76.4.65

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for signature
2024-09-10 - 3:17:15 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-09-10 - 5:55:22 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 - 5:55:38 PM GMT- IP address: 66.76.4.65

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2024-09-10 - 5:55:38 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2024-09-11 - 12:12:40 PM GMT- IP address: 74.192.154.197

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2024-09-11 - 12:14:03 PM GMT - Time Source: server- IP address: 74.192.154.197

Agreement completed.
2024-09-11 - 12:14:03 PM GMT

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Adobe
Acrobat Sign

Commissioners Court - Regular Session **20.**

Meeting Date: 09/16/2025

New Standard Agreement with Parkside on the River MUD #2 for County Sheriff

Submitted For: Matthew Lindemann **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Parkside on the River Municipal Utility District #2 for off-duty contracting of County Sheriff's Deputies to be effective October 1, 2025.

Background

This is a new agreement for Parkside on the River MUD #2. This new agreement will give permission for Parkside on the River MUD #2 to contract County Sheriff's Deputies in a private capacity and the County to invoice that MUD for deputies' vehicle usage. The term of this agreement shall begin on October 1, 2025, and will have two additional one-year automatic renewals on October 1, 2026, and October 1, 2027. The agreement will be revisited with proper approval from the Commissioners Court for October 1, 2028 (FY'29)

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Parkside on the River MUD #2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/09/2025 12:26 PM
Form Started By: Starla Hall		Started On: 09/04/2025 03:10 PM
Final Approval Date: 09/09/2025		

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 October 1, 2025 and shall terminate on September 30, 2026, and will have two (2) additional one (1) year automatic renewal terms. The AGREEMENT will automatically renew on October 1, 2026, and October 1, 2027. The Agreement must be revisited with proper approvals from the applicable

governing bodies and elected official(s) for FY2029. 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 **$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.

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: Parkside on the River Municipal Utility District No. 2

Signature: _____

Printed Name: Curtis R. Steger

Title: President, Board of Directors

Date: August 20, 2025

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

LEA: Williamson County Sheriff's Office

Printed Name of Official: Matthew Lindemann

Signature of Official: Matthew Lindemann

Date: September 8, 2025

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

COUNTERPART SIGNATURE PAGE T0
STANDARD AGREEMENT WITH
LOCAL GOVERNMENTAL ENTITY
REGARDING OFF-DUTY
CONTRACTING OF COUNTY LAW
ENFORCEMENT AGENCY 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: _____
Williamson County Judge or
Presiding Officer,
Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Date: _____ _____, 20____

[1] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Commissioners Court - Regular Session **21.**

Meeting Date: 09/16/2025

Approval of Addendum #2 - Contract No. 2025288 with Off-Duty Management, Inc. for Sheriff's Office

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Addendum #2 to Contract #2025288 between Williamson County and Off-Duty Management, Inc. to update the vehicle use fee in the original Statement of Work, increasing the rate from $14.00/hour to $15.00/hour, effective October 1, 2025.

Background

Approval of Addendum #2 to the Off-Duty Management Service Agreement. The approval of this Addendum will update the vehicle use fee in the original Statement of Work, increasing the rate from $14.00/hour to $15.00/hour, effective October 1, 2025. The original agreement was approved by the Commissioners Court on July 15, 2025, item #15. There is no additional cost for this addendum for the next fiscal year. The funding source is 01.0100.0560.004100. The point of contact is Patrick Hurley.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Addendum 2

Original Agreement

1295 document

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/09/2025 09:14 AM
Form Started By: Cheryl Johnson		Started On: 08/27/2025 08:38 AM
Final Approval Date: 09/09/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM No. 2
WITH
OFF DUTY MANAGEMENT, INC.
SERVICES AGREEMENT

THIS ADDENDUM No. 2 TO THE OFF DUTY MANAGEMENT, INC. SERVICES AGREEMENT ("Amendment") is entered into as of the last party's execution hereof, by and between Williamson County, Texas ("Agency"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Off Duty Management Inc. ("ODM"), both of which are referred to herein as the parties.

WHEREAS, the Agency and ODM agreed to a Services Agreement, dated effective July 15, 2025 ("Agreement"), setting forth the terms and conditions pursuant to which ODM agreed to provide certain services.

WHEREAS, the Parties desire to amend the Agreement to increase the hourly rate for the use of Agency Vehicles from $14 per hour to $15 per hour.

NOW THEREFORE, the Parties agree that the Agreement is amended as follows:

AMENDMENT

I. This Amendment will revise the hourly rate for the use of Agency Vehicles from $14 per hour to $15 per hour, as set out in Off Duty Management's Statement of Work update effective October 14, 2025, attached hereto and in accordance with the Cooperative Purchasing Contract Sourcewell #061324-OFF.

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. 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 Agreement and this Amendment are the valid, binding, and enforceable obligations of such party.

III. All other terms of the Agreement which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IV. Incorporated Documents: This Amendment 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 Amendment include the following:

A. Williamson County Addendum No. 1;
B. Off Duty Management Services Agreement;
C. Off Duty Management Statement of Work updates effective 10/14/2025 and;
D. Sourcewell Contract #061324-OFF, incorporated by reference.

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.

Off Duty Management Inc.

By: Sherry Rowley

Printed Name: Sherry Rowley

Title: Chief Executive Officer

Date: August 27, 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 27 2025 Time: 4:58 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Aug 27 2025 Time: 3:02 pm

OFF DUTY MANAGEMENT

Built By Officers For Officers

EXHIBIT A -- STATEMENT OF WORK
Williamson County Sheriff's Office, TX
Updates are Effective October 14, 2025

Scope of Services

ODM will manage all external Customer requests for the off-duty Deputies' outside employment services as of ODM's publication of the first Assignment. ODM will manage the following for Agency in connection with the Assignments:

- Deputy payroll
- Scheduling
- Invoicing/collections

Policies/Procedures

- ODM will comply with all applicable Agency Policies.
- ODM will coordinate with Agency should there be any questions regarding a Customer or Assignment.
- Agency will modify its existing Agency Policies to incorporate ODM management and administration.

Payroll/Rates and Fees

- Deputies interested in working for ODM will be required to sign up as 1099 contractors for ODM.
- Deputies will be paid weekly for any Assignments completed through ODM for the prior week.

Pay Rates

Type	Hourly Rate	Notes
Regular	$70	
Traffic	$70	
Supervisor	$70	
Holiday	$70	
Emergency	$70	

Agency Vehicle Fees

- Agency vehicle fee is ~~$14~~ $15 per hour.
- Agency vehicle fees will be sent to the county finance department weekly via ACH.
- Agency is responsible for carrying collision insurance on any Agency vehicles used in connection with an Assignment.

Customer Fees

- Deputy hourly pay rate plus 10.3% ODM administrative fee per hour.
- Agency vehicle hourly fee plus 10.3% ODM administrative fee per hour.

Scheduling

Assignment Selection

- Assignments will be pushed out to Deputies via OfficerTRAK® to their mobile devices once received and approved by Agency.
- Deputies will select and work shifts first come first served basis.

Minimum and Maximum per Shift Work

- 3 hours minimum per Assignment.
- Deputies are limited to work a combined (Agency/off-duty) total of 16 hours per day. (monitored by Agency).

Minimum Job Notification

- N/A hours prior to shift start required for Assignments.
- If a request is received fewer than N/A hours prior to Assignment, the emergency pay rate goes into effect.

Agency Assignment

- Requests submitted through Agency's website will default to that Agency in OfficerTRAK®, regardless of location.
- The following agencies will serve as backups for Agency, and Agency must have an agreement with such agencies relating to the same:
  - Williamson County Constables Office – Precinct 1
  - Williamson County Constables Office – Precinct 2
  - Williamson County Constables Office – Precinct 3
  - Williamson County Constables Office – Precinct 4
  - Williamson County Fire Marshal's Office

Insurance Coverages

- ODM will provide insurance coverage as set forth in the Agreement.

OfficerTRAK® Software

- Deputies working for Customer will be required to use the OfficerTRAK® mobile app.
- Agency will be provided access to OfficerTRAK® to view Assignments requested through Agency.
- ODM will provide Agency access to OfficerTRAK® software to create and manage Internal Assignments only (limited to Agency and county Assignments). Assignments and ODM will be viewed by Deputies in the same app. ODM will maintain Deputy information for both databases.
- Agency will create a web page with a link to OfficerTRAK® for Customers to request service online.

OfficerTRAK® Training

ODM will provide the following training to Agency and Deputies:

Online

- Administrators – training guides and virtual training
- Deputies – training guides and practice jobs

OR

Onsite

- Administrators – training guides and onsite training
- Deputies – training guides, practice jobs, and onsite training

Agency acknowledges this Updated Statement of Work:

By: _____ **Date:** _____

Name: _____ **Title:** _____

Off Duty Management, Inc.

By: Sherry Rowley **Date:** 8/25/2025

Name: Sherry Rowley **Title:** CEO

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM No. 1
WITH
OFF DUTY MANAGEMENT, INC.
SERVICES AGREEMENT
(Sourcewell Contract #061324-OFF)

The underlying Services Agreement and its Amendments (Collectively the "Agreement") regarding Sourcewell Contract #061324-OFF (the "Amendment"), between Off Duty Management Inc. ("ODM") and Williamson County, Texas ("Agency") 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. **Effective Date and Term:** This Contract shall be in full force and effect from the date of the last party's execution below and shall continue through October 24, 2028.

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

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

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

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

6. **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 Agency, its directors, officers and employees are additional insureds, such insurance shall be primary, and any insurance maintained by Agency shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of Agency. 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. ODM shall furnish Agency with a certification of coverage issued by the insurer. ODM shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, ODM shall also notify Agency, 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.**

7. **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.

8. **Sales and Use Tax Exemption.** Agency 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 Agency. Exemption certificates will be provided to contractors and suppliers upon request.

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

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

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

Off Duty Management Inc.

By: Sherry Rowley

Printed Name: Sherry Rowley

Title: CEO

Date: June 26, 2025

Williamson County, Texas

By: Steve Snell (Jul 17, 2025 08:59 CDT)

Printed Name: Steve Snell

Title: As Presiding Officer, Williamson Commissioners Court

Date: 07/17/2025, 20__

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Jul 01 2025 Time: 4:03 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Jul 01 2025 Time: 9:23 am

OFF DUTY MANAGEMENT

Built By Officers For Officers

Services Agreement

Sourcewell Contract #061324-OFF, Staffing Related Services Solution

This Services Agreement ("**Agreement**") is entered into as of _____ __, 2025 (the "**Effective Date**") and is between OFF DUTY MANAGEMENT, Inc., a Texas corporation, with offices [redacted] ("ODM") and Williamson County Sheriff's Office, with offices located at [redacted] ("**Agency**"). ODM and Agency are sometimes individually referred to herein as "**Party**" and collectively as the "**Parties**".

In consideration of the reciprocal promises, covenants, and agreements contained in this Agreement, and for other good and valuable consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties hereby agree as follows.

1. Services

1.1 Sourcewell Cooperative Contract #061324-OFF, Staffing Related Services Solution
The client engages contractor to provide the following goods and/or services: Public Safety Software in accordance with the terms and conditions of the Sourcewell Cooperative Contract Number #061324-OFF, the attached Statement of Work (Exhibit A), and this Standard Contract. The client will have all rights and remedies available to Sourcewell as set forth in Contract Number #061324-OFF.

1.2 Statement of Work and the Services. ODM shall perform, at its sole expense, the support services for the coordination, management, and provision of Agency's off duty uniformed deputy ("**Deputies**") outside employment services (the "**Services**") to third-party customer ("**Customers**") as described in this Agreement and the statement of work attached hereto and incorporated herein as Exhibit A ("**Statement of Work**"). ODM shall provide the requisite employees, agents, and independent contractors (collectively, "**Staff**") and resources necessary to provide Agency with the Services.

1.3 Invoicing and Payment. Agency acknowledges that ODM will charge Customers the deputy's pay rate plus an administrative fee per assignment with a Customer (each, an "**Assignment**") as specified in the Statement of Work and any applicable sales tax if required by any state or local taxing authority. ODM reserves the right to require Customers to either prepay or pay by credit card for the Assignment, including any applicable administrative fee and sales tax. Customer shall pay ODM's invoice within thirty (30) days after the date that Customer receives such invoice. An overdue payment charge of 1.5% per month may be imposed by ODM on all past due, undisputed balances. Where state law mandates a lower past due payment charge, the overdue payment charge shall be lowered to the highest rate that is legally permitted. If payment of such unpaid, past due, and undisputed amounts is not promptly received in accordance with the terms hereof, then ODM will have the option to terminate services with Customer following ODM's provision of at least two (2) days' notice to Customer. For Customers paying by credit or with a debit card, there will be an additional 3.0% bank fee assessed. ODM may change the administrative fee it charges to Customers annually on thirty (30) days' notice to Customers and Agency

1.4 Permits and Licenses. ODM shall obtain and maintain, at its sole expense, all necessary permits, licenses, and government approvals needed to perform its obligations under this Agreement. To the extent possible and requested by ODM, Agency shall provide reasonable assistance in obtaining such permits, licenses, and government approvals.

1.5 Business Name. ODM shall conduct business under its own name. ODM shall not use Agency's name in providing the Services.

1.6 ODM's Judgment. ODM shall determine the specific time and manner in which the Services are performed pursuant to this Agreement, and the resources that are used to perform such Services. Agency shall have no authority to direct the day-to-day activities of ODM or any of ODM's Staff. Agency retains sole authority and responsibility for Deputies' behavior when working off-duty for a Customer on an Assignment.

2. Term and Termination

2.1 Term. This Agreement commences on the Effective Date and shall continue in full force and effect until terminated in accordance with Section 2.2 (the "**Term**").

2.2 Termination. Either Party may terminate this Agreement for convenience and without cause, at any time, by giving the other Party thirty (30) days advance written notice designating the date of termination. Each Party may terminate this Agreement if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice of such breach from the other Party.

3. Relationship

3.1 Agency and ODM agree that neither Party has the authority to bind or make any commitment on behalf of the other, nor are any of either Party's employees entitled to any employment rights or benefits of the other Party.

3.2 Nothing herein shall be deemed or construed to create a joint venture, partnership, agency, or employer/employee relationship for any purpose.

3.3 Agency is interested in the end results to be achieved by this Agreement, and ODM shall have full power and authority to select the means, manner, mode, and methods of performing the Services hereunder, subject to compliance with performance and quality control standards mutually agreed to by the Parties.

3.4 ODM shall be solely responsible for paying the wages or other compensation of its Staff and all related withholding taxes, workers' compensation insurance, and other obligations pertaining to its Staff.

4. Confidential Information

4.1 Definition of Confidential Information. Any non-public information disclosed by either Agency or ODM (in such capacity, the **"Disclosing Party"**) to the other Party (in such capacity, the **"Receiving Party"**) and marked as "Confidential," or any other non-public information the confidential nature of which is reasonably obvious from the content of the information and context of the disclosure (collectively, "**Confidential Information**") shall be treated by Receiving Party as confidential information of the Disclosing Party. The Confidential Information includes, but is not limited to, personal, consumer, customer, Agency, or employee information; business plans, marketing information, cost estimates, forecasts, bid and proposal data, or financial data; and formulae, products, processes, procedures, programs, inventions, systems, and designs of the Disclosing Party.

4.2 Ownership and Use. The Receiving Party acknowledges that all Confidential Information remains the property of the Disclosing Party. The Receiving Party agrees not to use any Confidential Information for any purpose except to perform its obligations under this Agreement. The Receiving Party shall keep all Confidential Information in confidence and shall not disclose any Confidential Information to any third party without the prior approval of the Disclosing Party. Such obligations do not apply to information that (i) is or hereafter becomes generally known to the public without any breach of this Section 4 by the Receiving Party; (ii) is hereafter furnished to the Receiving Party by a third party without restriction on disclosure; (iii) is independently created by the Receiving Party without usage of the Disclosing Party's Confidential Information; or (iv) was known by the Receiving Party prior to its disclosure by the Disclosing Party.

4.3 Compelled Disclosure. In the event the Receiving Party becomes or may become legally compelled to disclose any Confidential Information (whether by deposition, interrogatory, request for documents, subpoena, civil investigative demand or other process, the requirements of any exchange on which the securities of such Party are listed, or otherwise), the Receiving Party shall provide to the Disclosing Party prompt prior written notice of such requirement (unless legally prohibited) so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement.

4.4 Protection. ODM will implement and maintain commercially reasonable physical, technical, and administrative measure for Agency's Confidential Information in the possession, custody, or control of ODM in order to (i) safeguard the security and confidentiality of the Confidential Information; (ii) protect against anticipated threats or hazards to the security or integrity of such Confidential Information; and (iii) protect against unauthorized access to or use of such Confidential Information. ODM has established and will follow procedures for all employees with access to Agency's Confidential Information to protect the privacy of such information. At a minimum: (a) ODM shall not transmit Agency's Confidential Information across unsecured communication channels and shall use commercially reasonable efforts to ensure that all Agency's Confidential Information, whether in transmission or storage, is secured against unauthorized access and/or distribution through encryption, authentication, and robust access, distribution, and replication controls; (b) ODM shall implement security assessment tools to monitor the system resources and security controls; (c) ODM shall implement and maintain detection and intrusion response and recovery plans for monitoring potential unauthorized access to its systems and shall maintain regularly updated anti-virus and spyware software on all computers (laptops, desktops, servers, etc.) connected to its network; and (d) ODM shall implement and maintain security alert mechanisms to generate alerts on attempted breaches and attacks that could compromise the integrity of Agency's Confidential Information.

4.5 Security. ODM will notify Agency as soon as possible in the event ODM believes or has reason to believe that either a loss of Agency's Confidential Information or a security breach relating to the same has occurred and will provide Agency any available information relating to the breach.

4.6 Return. Within five days following the earlier of (i) the request of the Disclosing Party; or (ii) the expiration or termination of this Agreement, the Receiving Party shall return to the Disclosing Party (or, at the Disclosing Party's instruction, destroy) all of the Disclosing Party's Confidential Information. If the Disclosing Party requests destruction, such Confidential Information must be destroyed by modifying, shredding, erasing, or otherwise making the information unreadable or undecipherable. Notwithstanding the foregoing, the Receiving Party may retain copies of the Disclosing Party's Confidential Information if required by applicable law, regulation, or bona fide records retention policy, subject to the ongoing obligations of nondisclosure and nonuse herein in accordance with the terms hereof. In addition, the Receiving Party shall not be required to return or destroy any documents or information to the extent the same have been backed up in accordance with the Receiving Party's backup of its systems.

4.7 Injunctive Relief. The Parties acknowledge that the Disclosing Party may not have an adequate remedy at law in the event of any breach or threatened breach of this Section 4 pertaining to the Disclosing Party's Confidential Information and that the Disclosing Party may suffer irreparable injury as a result. In the event of any such breach or threatened breach of this Section 4, the Receiving Party hereby consents to the Disclosing Party seeking injunctive relief without the posting of any bond or other security.

5. Trademarks and Intellectual Property

5.1 Except as expressly stated herein, each party retains all rights, title, and interest in and to its intellectual property.

5.2 ODM is, and shall be, the sole and exclusive owner of all right, title, and interest in and to all intellectual property developed and/or deployed in the performance of the Services, including any methods, systems, plans, software (including the OfficerTRAK® software), tools, and equipment.

5.3 The performance of the Services may require Agency to make use of ODM's technology, such as, but not limited to, the OfficerTRAK® software, the use of which requires the acknowledgment and agreement to the terms and conditions thereof. Agency acknowledges and agrees that failure to comply with the terms of use thereof constitutes a breach of Agency's obligations hereunder.

5.4 During the Term, ODM shall have the right, but not the obligation, to publicly announce (e.g., on ODM's website and other promotional materials) that Agency is a customer of ODM and a user of the Services. This right includes the use of the agency insignia (badge/patch). Following the Term, ODM may reference Agency as a past customer.

6. Warranties; Disclaimer; Indemnification

6.1 ODM represents and warrants that all Services shall be performed: (i) in a professional, workmanlike, and timely manner; (ii) in accordance with generally accepted standards for the industry; (iii) in compliance with all Agency policies and procedures related to off-duty or secondary employment provided in writing to ODM ("**Agency Policies**") and all laws, rules, and regulations applicable to the Services and/or ODM in its performance and delivery of the Services ("**Applicable Laws**"). Should those Agency Policies or Applicable Laws change after the Effective Date, ODM may be entitled to an equitable adjustment to this Agreement, including an immediate increase in the administrative fee it charges to Customers.

6.2 Except as expressly set forth in Section 6.1, ODM hereby disclaims all other representations and warranties, whether express or implied.

6.3 Except as expressly set forth in Section 6.1, ODM hereby disclaims all other representations and warranties, whether express or implied.

6.4 Indemnification by ODM. Subject to Section 6.5, ODM shall defend Agency from any claims, demands, suits, or proceedings made or brought by a third party ("Claims") against Agency and indemnify and hold Agency harmless from and against actual losses, damages, civil penalties, costs, reasonable outside legal fees, and expenses finally awarded in a non-appealable judgment in connection with, or agreed via settlement of, such Claims (collectively, "Losses") to the extent such Claims arise directly out of or result directly from: (i) any material breach by ODM of Section 4 of this Agreement that results in the misappropriation, loss, or compromise of Agency Confidential Information; (ii) the gross negligence, intentional misconduct, or fraud of ODM in the performance of this Agreement; or (iii) Agency's access to, or usage of, OfficerTRAK® in accordance with this Agreement directly infringing, violating, or misappropriating a copyright, patent, trade secret, or other intellectual property right of a third party (an "IP Claim").

6.5 Limited Remedies. If the use of OfficerTRAK® is enjoined based on an IP Claim or ODM determines at its discretion that such use may be enjoined, ODM may, at its sole discretion and expense, (i) procure for Agency the right to continue using OfficerTRAK®; (ii) replace OfficerTRAK® with a non-infringing platform with substantially the same functionality; or (iii) modify OfficerTRAK® so that it becomes non-infringing, but has substantially the same functionality. This Section 6.4 together with the indemnity provided under Section 6.3, states Agency's sole and exclusive remedy, and ODM's sole and exclusive liability, regarding any IP Claim.

6.6 Limitations. ODM will not be liable for any Losses and will have no obligations under Section 6.3 to the extent the Losses or the Claim arise from (i) Agency's acts or omissions; (ii) ODM's compliance with Agency's directions, specifications, instructions, or procedures; or (iii) an IP Claim arising from (a) derivatives or other modifications of OfficerTRAK® made other than by ODM, if such Claim would not have arisen but for the derivatives or modifications; or (b) Agency's combination of OfficerTRAK® with any software or other product not provided by ODM, if such Claim would not have arisen but for the combination.

6.7 Indemnification Procedure. In the event of any Claim for which indemnification is available, Agency shall give prompt written notice of any such Claim to ODM. ODM shall have the right to control and direct the investigation, defense, and settlement of each such Claim. Agency shall reasonably cooperate with ODM (at ODM's sole cost and expense) in connection with the foregoing. Agency may participate in the defense of the Claim with counsel of its own choosing, at its own cost and expense, on a strictly monitoring basis. ODM shall not enter into any settlement or resolution of any Claim that would constitute an admission of guilt or liability on the part of Agency, without Agency's express prior written consent (such consent not to be unreasonably withheld, conditioned, or delayed).

7. Insurance

ODM, at its own cost and expense, will maintain the following minimum insurance coverages throughout the Term of this Agreement with an insurance carrier which is at least rated "A-" or "VII" by A.M. Best (or equivalent, if not rated by A.M. Best):

General Liability	$1,000,000 each occurrence/$5,000,000 aggregate
Employer's Liability	$1,000,000 each occurrence
Workers Compensation	State Statutory
Automobile Liability	$1,000,000 (excludes collision insurance)
Cyber	$2,000,000 each occurrence

A combination of primary and excess/umbrella liability policies will be acceptable to meet the limits specifically required hereunder. All certificates of insurance shall name Agency as an additional insured with respect to general liability coverage and shall require that Agency be provided with at least thirty (30) days advance written notice of cancellation. General Liability insurance shall cover claims for bodily injury, death, personal injury, and property damage occurring during the performance of the Services. ODM shall provide certificates of insurance to Agency prior to the Effective Date and thereafter upon the renewal of all policies to be maintained hereunder.

8. General Provisions

8.1 Notices. Legal notices under this Agreement (other than routine operational communications) shall be in writing. Notices may be served by certified mail, postage paid with return receipt requested; by private courier, prepaid; by facsimile, or other telecommunication devices capable of transmitting or creating a written record; or personally. Mailed notices shall be deemed delivered three (3) days after mailing, properly addressed. Couriered notices shall be deemed delivered on the date that the courier represents that delivery will occur. Telecommunicated notices shall be deemed delivered when receipt is either confirmed by confirming transmission equipment or acknowledged by the addressee or its office. Personal delivery shall be effective when accomplished. Unless a Party changes its address by giving notice to the other Party as provided herein, notices shall be delivered to the Parties as follows:

If to ODM, to: [redacted]

Attn: Sheriff Matthew Lindemann, 508 South Rock Street, Georgetown, Texas, 78626

8.2 Assignment and Delegation. Neither Party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior, written consent of the other Party. Any assignment or other transfer in violation of this Section will be null and void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties hereto and their permitted successors and assigns.

8.3 Governing Law/Jurisdiction. This Agreement, and any and all disputes directly or indirectly arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of Texas, without reference to the choice of law rules thereof. Each of the Parties hereby irrevocably consents and submits to the exclusive jurisdiction of the state and federal courts located in the State of Texas for any such disputes, and hereby irrevocably waives any objections to the laying of venue in such courts.

8.4 Attorneys' Fees and Court Costs. If any suit or action arising out of or related to this Agreement is brought by any Party, the prevailing Party shall be entitled to apply to the courts for the recovery of any direct and reasonable costs and fees (including, without limitation, direct and reasonable attorney fees, the fees and costs of experts and consultants) incurred by such Party in such suit or action, including, without limitation, any post-trial or appellate proceeding.

8.5 Limitation of Liability. EXCEPT IN CONNECTION WITH A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD: (I) NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM SUCH OTHER PARTY'S RIGHTS) FOR CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, LOSS OF USE, OR LOSS OF GOODWILL OR REPUTATION) WITH RESPECT TO ANY CLAIMS BASED ON CONTRACT, TORT, OR OTHERWISE (INCLUDING NEGLIGENCE AND STRICT LIABILITY) ARISING OUT OF THIS AGREEMENT, REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF; AND (II) EACH PARTY'S MAXIMUM LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR OTHERWISE), WILL NOT EXCEED THE AGGREGATE AMOUNT OF THE ADMINISTRATIVE FEES PAID TO ODM BY CUSTOMERS UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM ARISES..

8.6 Entire Agreement. This Agreement, including Exhibit A, constitutes the final, complete, and exclusive statement of the agreement between the Parties with respect to the subject matter hereof and cannot be altered, amended, or modified except in writing signed by an authorized representative of each Party. If there is any conflict between the terms set forth in body of this Agreement and Exhibit A, the terms in the body of this Agreement shall control.

8.7 Headings. The section headings in this Agreement are included for convenience only; they do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

8.8 Survival. The following provisions shall survive expiration or termination of the Agreement: Sections 3, 4, 5.1, 5.2, 5.4, 6.2, and 8.

8.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which is deemed an original, but all of which together shall constitute one and the same instrument. Further, each Party agrees to accept signature pages via fax, PDF, DocuSign, and similar electronic means as originals.

8.10 Severability. In the event that any provision contained in this Agreement is held to be unenforceable by a court of competent jurisdiction, the validity, legality, or enforceability of the remainder of this Agreement shall in no way be affected or impaired thereby.

8.11 Employment Contracts. Any responsibility and/or liability with regard to any employment contract between Agency and any Deputy assigned to a Customer worksite shall be the exclusive responsibility and/or liability of Agency, and ODM shall not be a party to any such agreement. ODM will have neither responsibility nor liability in connection with, or arising out of, any such employment contract except to prepare checks and to pay any such Deputy who is a party to such a contract, in conformity with the information provided by Agency. With respect to any employment contract between Agency and any Deputy assigned to a Customer worksite, Agency shall be acting solely on its own volition and responsibility with regard to all aspects of any such contract, including, but not limited to, its negotiation, compliance, implementation, renewal, enforcement, and termination.

8.12 Authority. This Agreement shall be valid and enforceable only upon signature by an authorized person with authority to execute this Agreement on behalf of each Party. The individual signing this Agreement on behalf of a Party represents, warrants, and guarantees that he or she has full authority to do so. Each Party represents that it has the power and actual authority to enter into this Agreement and to be bound by the conditions and terms contained herein.

8.13 Waiver. No delay or omission by a Party in exercising any right or remedy under this Agreement shall operate to impair such right or remedy or be construed as a waiver thereof.

8.14 Force Majeure. Neither Party shall be liable to the other Party in any manner whatsoever if it is unable to perform any of its obligations under this Agreement due to any cause beyond its reasonable control, including, but not limited to, acts of God, war, national emergency, riots, civil commotion, terrorism, fire, explosion, flood, epidemic, acts of Government, highway authorities, telecommunications network operators, hosting providers, or interruption of, or inability in obtaining, supplies or services from third parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Off Duty Management, Inc:

By: Sherry Rowley

Printed Name: Sherry Rowley

Title: Chief Executive Officer

Date: 6/27/2025

Williamson County Sheriff's Office

By: Steve Snell (Jul 17, 2025 08:59 CDT)

Printed Name: Steve Snell

Title: County Judge

Date: 07/17/2025

EXHIBIT A
STATEMENT OF WORK

Scope of Services

ODM will manage all external Customer requests for the off-duty Deputies' outside employment services as of ODM's publication of the first Assignment. ODM will manage the following for Agency in connection with the Assignments:

- Deputy payroll
- Scheduling
- Invoicing/collections

Policies/Procedures

- ODM will comply with all applicable Agency Policies.
- ODM will coordinate with Agency should there be any questions regarding a Customer or Assignment.
- Agency will modify its existing Agency Policies to incorporate ODM management and administration.

Payroll/Rates and Fees

- Deputies interested in working for ODM will be required to sign up as 1099 contractors for ODM.
- Deputies will be paid weekly for any Assignments completed through ODM for the prior week.

Pay Rates

Type	Hourly Rate	Notes
Regular	$70	
Traffic	$70	
Supervisor	$70	
Holiday	$70	
Emergency	$70	

Agency Vehicle Fees

- Agency vehicle fee is $14 per hour.
- Agency vehicle fees will be sent to the county finance department weekly via ACH.
- Agency is responsible for carrying collision insurance on any Agency vehicles used in connection with an Assignment.

Customer Fees

- Deputy hourly pay rate plus10.3% ODM administrative fee per hour.
- Agency vehicle hourly fee plus 10.3% ODM administrative fee per hour.

Scheduling

Assignment Selection

- Assignments will be pushed out to Deputies via OfficerTRAK® to their mobile devices once received and approved by Agency.
- Deputies will select and work shifts on a first come first served basis.

Minimum and Maximum per Shift Work

- 3 hours minimum per Assignment.
- Deputies are limited to work a combined (Agency/off-duty) total of 16 hours per day. (monitored by Agency).

Minimum Job Notification

- N/A hours prior to shift start required for Assignments.
- If a request is received fewer than N/A hours prior to Assignment, the emergency pay rate goes into effect.

Agency Assignment

- Requests submitted through Agency's website will default to that Agency in OfficerTRAK®, regardless of location.
- The following agencies will serve as backups for Agency, and Agency must have an agreement with such agencies relating to the same:
    - Williamson County Constables Office – Precinct 1
    - Williamson County Constables Office – Precinct 2
    - Williamson County Constables Office – Precinct 3
    - Williamson County Constables Office – Precinct 4
    - Williamson County Fire Marshal's Office

Insurance Coverages

- ODM will provide insurance coverage as set forth in the Agreement.

OfficerTRAK® Software

- Deputies working for Customer will be required to use the OfficerTRAK® mobile app.
- Agency will be provided access to OfficerTRAK® to view Assignments requested through Agency.
- ODM will provide Agency access to OfficerTRAK® software to create and manage Internal Assignments only (limited to Agency and county Assignments). Assignments and ODM will be viewed by Deputies in the same app. ODM will maintain Deputy information for both databases.
- Agency will create a web page with a link to OfficerTRAK® for Customers to request service online.

OfficerTRAK® Training

ODM will provide the following training to Agency and Deputies:

Online

- Administrators – training guides and virtual training
- Deputies – training guides and practice jobs

OR

Onsite

- Administrators – training guides and onsite training
- Deputies – training guides, practice jobs, and onsite training

Agenda Item #17, CC 07.15.25 Agreement with Off-Duty Mangement for 3rd Party Services (Barbi)

Final Audit Report 2025-07-17

Created:	2025-07-14
By:	Cheryl Johnson (cheryl.johnson@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyAHvuDs5gu5SAVCZxOX5lgsSbqPCIfRL

"Agenda Item #17, CC 07.15.25 Agreement with Off-Duty Mang ement for 3rd Party Services (Barbi)" History

Document created by Cheryl Johnson (cheryl.johnson@wilco.org)
2025-07-14 - 5:47:44 PM GMT- IP address: 173.219.39.210

Document emailed to Delia Colon (delia.colon@wilcotx.gov) for delegation
2025-07-14 - 6:34:12 PM GMT

Email viewed by Delia Colon (delia.colon@wilcotx.gov)
2025-07-14 - 6:55:23 PM GMT- IP address: 66.76.4.65

Document signing delegated to Steve Snell (steve.snell@wilcotx.gov) by Delia Colon (delia.colon@wilcotx.gov)
2025-07-17 - 1:58:16 PM GMT- IP address: 66.76.4.65

Document emailed to Steve Snell (steve.snell@wilcotx.gov) for signature
2025-07-17 - 1:58:16 PM GMT

Email viewed by Steve Snell (steve.snell@wilcotx.gov)
2025-07-17 - 1:58:46 PM GMT- IP address: 66.76.4.65

Document e-signed by Steve Snell (steve.snell@wilcotx.gov)
Signature Date: 2025-07-17 - 1:59:56 PM GMT - Time Source: server- IP address: 66.76.4.65

Agreement completed.
2025-07-17 - 1:59:56 PM GMT

Powered by Adobe Acrobat Sign

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1359037

Date Filed:
09/04/2025

Date Acknowledged:
09/04/2025

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

Off Duty Management, Inc.
Katy, 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.

WILLIAMS COUNTY SHERIFF'S OFFICES

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.

N/A
ADMINISTRATIVE AND MANAGERIAL SERVICES

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
OFF DUTY MANAGEMENT	Katy, 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:
2025-1359037

Date Filed:
09/04/2025

Date Acknowledged:

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

Off Duty Management, Inc.
Katy, 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.

WILLIAMS COUNTY SHERIFF'S OFFICES

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.

N/A
ADMINISTRATIVE AND MANAGERIAL SERVICES

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
OFF DUTY MANAGEMENT	Katy, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 [redacted]

Executed in [redacted] County, State of TX, on the 04 day of Sep (month), 20 25 (year).

KWAME TURNER
Notary Public, State of Texas
Comm. Expires 12-14-2025
Notary ID 129650448

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **22.**

Meeting Date: 09/16/2025

Parkside at Mayfield Ranch MUD 2nd Amendment for County Sheriff

Submitted For: Matthew Lindemann **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

On October 24, 2023, the Standard Agreement with Parkside at Mayfield Ranch MUD was approved in Commissioners Court for a three-year period at a $13.00/hour vehicle reimbursement rate. 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 at Mayfield Ranch MUD for the vehicle rate increase.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Parkside at Mayfield Ranch MUD 2nd amendment

1st Amendment

Standard Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/09/2025 04:17 PM
Form Started By: Starla Hall		Started On: 09/09/2025 03:51 PM
Final Approval Date: 09/09/2025		

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 October 24, 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 at Mayfield Ranch Municipal Utility District

Signature: _____

Printed Name: Melanie Magill

Title: President, Board of Directors

Date: August 12, 2025

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Matthew Lindemann

Signature of Official: _____

Date: September 9, 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_____

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 October 24, 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 at Mayfield Ranch Municipal Utility District

Signature: _____

Printed Name: Mark Whitehead

Title: President

Date: August 13, 2024

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: _____

Date: September 5, 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 #46 Parkside at Mayfield Ranch 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:	CBJCHBCAABAAtjJXmPuywZjYXPYK1_f2mDjDqS17oOpY

"Item #46 Parkside at Mayfield Ranch MUD Amendment for Cou nty Sheriff" History

Document created by Starla Hall (starlahall@wilco.org)
2024-09-10 - 3:48:10 PM GMT- IP address: 66.76.4.65

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for signature
2024-09-10 - 3:49:48 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-09-10 - 5:48:37 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 - 5:49:59 PM GMT- IP address: 66.76.4.65

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2024-09-10 - 5:49:59 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2024-09-11 - 12:07:26 PM GMT- IP address: 74.192.154.197

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2024-09-11 - 12:11:29 PM GMT - Time Source: server- IP address: 74.192.154.197

Agreement completed.
2024-09-11 - 12:11:29 PM GMT

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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 24, 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 at Mayfield Ranch Municipal Utility District

Signature: Mark Whitehead

Printed Name: MARK WHITEHEAD

Title: President, Board of Directors

Date: October 10, 2023

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: Michael T. Gleason

Date: October 17, 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 (Oct 24, 2023 12:31 CDT)
Williamson County Judge or
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Date: Oct 24, 2023, 20____

[1] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Item #15 Parkside at Mayfield Ranch MUD standard agreement

Final Audit Report 2023-10-24

Created:	2023-10-24
By:	Starla Hall (starlahall@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJdt8plzlvBv570de0sq9qmOn-zZ-tW3I

"Item #15 Parkside at Mayfield Ranch MUD standard agreement " History

Document created by Starla Hall (starlahall@wilco.org)
2023-10-24 - 5:00:59 PM GMT

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for signature
2023-10-24 - 5:02:27 PM GMT

Email sent to amanda.brown@wilco.org bounced and could not be delivered
2023-10-24 - 5:02:44 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-10-24 - 5:02:53 PM GMT

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-10-24 - 5:03:07 PM GMT

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2023-10-24 - 5:03:08 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2023-10-24 - 5:26:03 PM GMT

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2023-10-24 - 5:31:58 PM GMT - Time Source: server

Agreement completed.
2023-10-24 - 5:31:58 PM GMT

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Adobe
Acrobat Sign

Commissioners Court - Regular Session **23.**

Meeting Date: 09/16/2025

Orphan Kitten Club Investment for Animal Services

Submitted By: Misty Valenta, Animal Services

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a request for the Williamson County Regional Animal Shelter to accept a grant to aid in the care of shelter kittens from the Orphan Kitten Club.

Background

Williamson County Regional Animal Shelter acknowledges a grant of emergency funds from Orphan Kitten Club for the purposes of crisis and disaster relief. The focus of this $10,000 is kitten lifesaving.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

OKC 2025

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/09/2025 02:25 PM
Form Started By: Misty Valenta		Started On: 09/09/2025 07:28 AM
Final Approval Date: 09/09/2025		

Mightycat Grant Terms and Conditions

The granting of funds from Orphan Kitten Club ("OKC") to **Williamson County Regional Animal Shelter** ("Recipient") is subject to the below terms and conditions.

1. Recipient acknowledges a grant of **emergency funds** from OKC for the purposes of crisis and disaster relief.

2. Recipient agrees to submit a follow-up report 30 days after funding and at 10-months to collect data on overall impact. Recipient will receive a reminder 2 weeks and 1 day before each report is due. Reports must be submitted on time. Recipient understands that failure to submit a timely report is a breach of contract and may result in reclamation of part or whole of the funding.

3. Recipient is required to send OKC 3-5 high quality digital photos kittens (0-12 weeks old) being supported by the emergency funds. Recipient authorizes OKC and Kitten Lady LLC to share these photos, stories and data on its print, digital and/or other media, and acknowledges such possible sharing. Recipient represents and warrants that it has obtained a release, for each photo and story provided, that permits OKC and Kitten Lady LLC to use the photos and stories submitted in print, digital, or other media, and Recipient agrees to indemnify and hold harmless OKC and Kitten Lady LLC from any claims that their use of the photos or stories violates or infringes the intellectual property, privacy, or publicity rights of any third party

4. Recipient agrees to publicize the grant on social media. Recipient may also publicize the grant in news releases, newsletters, and website. Recipient agrees that any media outreach will be inclusive of the OKC press release, and agrees to give OKC an opportunity to review the final release in advance of media outreach.

5. Recipient agrees to include OKC logo on website.

6. If Recipient breaches any of these Terms and Conditions, OKC reserves the discretionary right to reclaim in part or in whole the funding.

7. In consideration of the grant memorialized herein, Recipient hereby waives any claims against, and agrees to release, indemnify, and hold harmless, OKC and its officers, directors, agents and employees, from any and all liability, damage, expense, cause of action, claim, judgment and cost of defense (including reasonable attorney's fees) that may result from handling, storage, use or misuse of the funding.

8. Recipient shall not make any oral or written statement about OKC which is intended or reasonably likely to disparage OKC and its officers, directors, agents and employees.

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 the County defending, indemnifying, holding, or saving harmless for any reason are hereby deleted.

Please sign this Terms and Conditions document and return it to OKC at mightycat@orphankittenclub.org by **8/12/25** and retain a copy of this document for your records. Only after this has been received will funding be distributed to Recipient.

SUBMITTED BY:

X: *Suzy Clayton*

Name: Suzy Clayton
Title: Grant Program Manager
Organization: Orphan Kitten Club
Date: 9/8/25

AGREED TO BY:

X:

Name:

Title:

Organization: Williamson County Regional Animal Shelter

Date:

Commissioners Court - Regular Session **24.**

Meeting Date: 09/16/2025

Petco Love Investment for Animal Services

Submitted By: Misty Valenta, Animal Services

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a request for the Williamson County Regional Animal Shelter to accept a grant from Petco Love.

Background

Petco Love makes grant investments in organizations that work to make the most significant impact possible with the support provided by Petco Love. Petco Love desires to support and encourage the work of those organizations that work together in an effort to create a nation where no animal is needlessly euthanized, where domestic animals can be trained to provide service to people and organizations in need, and where all domestic animals can be healthy and find lifelong homes and lifesaving medical care. Petco Love is investing $100,000 towards Lifesaving at the Williamson County Regional Animal Shelter.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Petco Love Investment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/09/2025 02:20 PM
Form Started By: Misty Valenta		Started On: 09/09/2025 07:17 AM
Final Approval Date: 09/09/2025		

Docusign Envelope ID: BD9AD5CD-55D1-4B12-B00D-DE812F667B59

Petco Love
654 Richland Hills Drive
San Antonio, TX 78245

September 8, 2025

Williamson County Regional Animal Shelter
1855 SE Inner Loop
Georgetown, TX 78626

Dear Misty Valenta:

I am pleased to inform you that Petco Love, a nonprofit changing lives, has chosen to support the nonprofit mission and/or charitable purpose of the Grantee identified above by making a grant investment (the "Investment") in Grantee.

This grant letter (the "Grant Letter") and Petco Love Grant Investment Terms, attached as Appendix A (together with this Grant Letter, the "Agreement") will govern the terms of the Investment. The terms "partner" and "partnership" used in the Agreement shall be limited to the Investment relationship set forth in and created by this Agreement and shall in no way create or establish a legal partnership between the Grantee and Petco Love.

1. Investment terms

The Investment period will begin from the date of Grantee's countersignature of this Grant Letter and will continue through the date specified below as the end date. The Investment will be paid in one or more installments beginning on or before the Initial Payment Date. Payments shall be made in the amounts and at the times as stated more fully below. The Investment shall be for the Investment Purpose stated below.

Investment Terms	
Investment amount	$100,000.00
Investment Purpose	Lifesaving Investment
Investment Period end date	09/30/2026

Docusign Envelope ID: BD9AD5CD-55D1-4B12-B00D-DE812F667B59

Payment Schedule:

Payment:	Due on or before:
$100,000.00	09/30/2025

Reporting Schedule:

Name:	Due on or before:
Lifesaving Impact Award Report	07/31/2026

2. Additional Terms and Conditions

Grantee will recognize the Investment and partner with Petco Love in the following ways, as mutually acceptable to, and approved in advance by Petco Love:

Celebrate and recognize the Investment in the following ways:

a. Issue a Press Release announcing Petco Love's Lifesaving Investment and endeavor to achieve maximum press coverage and promotion of the Investment.
b. Promote the Investment on social media and other public promotional opportunities in conjunction with the announcement of the Investment.
c. Prominently display Petco Love's logo on Grantee's website, and Investment celebration check and other assets (if provided) in Grantee's lobby or other highly trafficked location during the Grant Investment Period
d. Identify Petco Love as the primary sponsor of four (4) or more adoption events or other promotions, which may include ongoing promotions, each year during the Grant Investment Period.

Petco Love is a national nonprofit that strives to support its partner organizations with actionable, lifesaving solutions, social activations, and benefits in addition to grant investments. Partnership is a key component of your relationship with Petco Love; as such, Grantee will:

e. Use Petco Love Lost as Grantee's primary pet reunification tool with prominent placement on Grantee's website and continuously promote Petco Love Lost to community.
f. To maximize lost pet reunions, replace Grantee's lost/found reports with Petco Love Lost and adjust software privacy permissions to allow maximum visibility of pets in Grantee's care (minimum of 90%).
g. Provide Adoption Support Benefit flyers to all adopters.
h. Endeavor to participate in Petco Love's adoption activations, including but not limited to participating in adoptions at Petco, and in local Petco Love-sponsored adoption events (if applicable) during the Grant Investment Period.

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i. Sign up key staff members of the organization (including the CEO or Executive Director) to receive and review the Petco Love Newsletter to be aware of all partnership opportunities and requirements.
j. Complete all follow up reports as assigned in the grant application portal and submit Annual Data Reports annually by March 31 during Grant Investment Period.
k. Should any of these funds be invested in a capital improvement or capital purchase, such investment shall be specifically for such purpose and the award shall be recognized in a manner mutually agreed upon and approved in advance by Petco Love.
l. Should any of these funds be utilized for the purchase or operation of a vehicle, Petco Love shall be recognized with prominent logo placements on three sides of the vehicle used or purchased.

If Grantee agrees to the terms and conditions of the Agreement, please sign in the space provided below and return a signed copy of this Grant Letter to Petco Love. You represent that you are authorized to execute the Agreement on behalf of Grantee.

Petco Love asks that you return the signed copy to Petco Love at 654 Richland Hills Drive, San Antonio, TX 78245 within forty-five (45) days from the date written above. If Petco Love has not received the signed copy by that time, Petco Love may withdraw the offer of the Investment.

Yours sincerely,

PETCO LOVE

Signed by:
By: Susanne Kogut
8942DE1EC370420...
Name: Susanne Kogut
Title: President

Accepted and agreed to this date: _____

By: _____
Name: Steve Snell
Title: County Judge

Docusign Envelope ID: BD9AD5CD-55D1-4B12-B00D-DE812F667B59

Appendix A

Petco Love Grant Investment Terms

Terms not defined herein have the meanings provided in the Grant Letter.

Section 1. Investment generally

A. Definitions

Lifesaving – funds invested in animal welfare organizations for operations, programs and partnerships that reduce the number of animals in shelters being needlessly euthanized and do so in a responsible and sound manner. Unless otherwise restricted in the Grant Letter, a grant whose purpose is Lifesaving Investment may be used in an unrestricted manner so long as the purpose is to responsibly achieve a reduction in euthanasia of companion animals in the United States.

Spay/Neuter – funds invested in spay/neuter organizations for the purposes of providing spay/neuter services at subsidized rates, including free services, to those of modest means or to those persons seeking such services for any pet most in need in the community served by such organization. Funds may be used in an unrestricted manner to provide such spay/neuter services and decisions regarding need-based requirements are made in the sole discretion of the organization, including any designation of categories of animals most in need.

B. Purpose of Petco Love investment

Petco Love makes grant investments in organizations that work to make the most significant impact possible with the support provided by Petco Love. Petco Love desires to support and encourage the work of those organizations that work together in an effort to create a nation where no animal is needlessly euthanized, where domestic animals can be trained to provide service to people and organizations in need, and where all domestic animals can be healthy and find lifelong homes and lifesaving medical care.

Accordingly, Petco Love agrees to make the Investment to Grantee pursuant to the terms of this Agreement. Grantee agrees that the Investment will be used solely for the purposes described in the Grant Letter, and may not be used for any other purpose without Petco Love's prior written approval.

C. Investment Amount and Use

Petco Love agrees to make the Investment to Grantee in the amount stated in the Grant Letter. The Investment will be payable as set forth in the Grant Letter.

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If Grantee is a university or a governmental entity, division, or department, Grantee agrees that the Investment will not be used for the general operating purposes or account of the university or entity but will be (1) deposited in a separate account for use as specified herein; or (2) if no such separate account exists, will be segregated for record-keeping purposes and designated for use as specified herein.

If Grantee is a governmental entity, division, or department, Grantee agrees that the Investment will not be used in any way to decrease the allocation or budget of governmental funds for any animal welfare purpose.

Section 2. Representation and Warranties of Grantee

A. Grantee is (1) a nonprofit corporation organized and operated for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or (2) a governmental entity, division or department; and Grantee will use the Investment described herein solely for the exempt purposes stated in Section 1 above.

B. Grantee is duly organized and validly existing under the laws of its state of incorporation or organization and has all requisite power and authority to conduct its business as now conducted and maintains all licenses, permits, and registrations and has satisfied all similar requirements necessary for its lawful operation.

C. Grantee is in compliance with all applicable local, state and federal laws, regulations and other requirements.

D. There are no claims, investigations, or proceedings in progress, pending or threatened against Grantee which, if determined adversely, would have a material effect on Grantee's ability to fulfill its obligations pursuant to this Agreement and there are no claims, investigations or proceedings in progress, pending or threatened against Grantee which involve animal neglect or abuse.

E. All information and materials contained in Grantee's applications to Petco Love for funds granted pursuant to this Agreement are true and correct in all material respects.

Section 3. Additional Covenants of Grantee

A. Any public messaging conducted or authorized by Grantee that includes information about Petco Love and/or its support will promote a positive message about helping animals and saving lives. Neither Grantee nor any of its representatives will disparage or speak negatively or take any action intended, or which would reasonably be expected, to harm Petco Love or its reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity for Petco Love.

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B. You will notify Petco Love of any leadership change of the executive director, CEO or similar titled leadership role.

C. In the reports under Section 6 below, Grantee will certify to Petco Love that all representations and warranties shall be true and correct in all material respects. or of any leadership change or any other material change in Grantee's operations and staffing.

Section 4. Conditions to Grant Investment payments to Grantee

A. All Representations and Warranties in Section 2 are true and correct in all material respects;

B. Grantee shall have performed and complied with all covenants, agreements, obligations, and conditions contained in this Agreement including but not limited to the timely filing of all reports required under Section 6 below if applicable; and

C. Grantee has progressed towards achievement of the purposes described above, as determined in Petco Love's sole discretion.

Section 5. Use of Content for Promotion/Publicity

Grantee hereby grants to Petco Love a worldwide, royalty-free, non-exclusive, non-transferrable licenses to copy, distribute, display, perform in all media now known or later developed: (A) Grantee's name and logo, as applicable; and (B), any photographs, videos, text, images, and other content provided by the Grantee to Petco Love pursuant to this Agreement (the "Grantee Content") solely in furtherance of the charitable and educational purposes of Petco Love, for the duration of the Grant Investment Period plus a period of three (3) years following the end of the Grant Investment Period. Grantee shall be responsible for obtaining all necessary rights from third parties with respect to the grant of such license and the use by Petco Love of the Grantee Content.

If Petco Love wishes to create content (whether photographs, videos, text, images, and other content) about Grantee (and its programs, facilities, operations, and related individuals) solely in furtherance of the charitable and educational purposes of Petco Love, Petco Love will retain all rights, including copyrights and other intellectual property rights, in the Petco Love Grantee Content so created and, upon request, Grantee will obtain releases and other permissions (in favor of Petco Love) and provide copies of such releases or permission to Petco Love.

Grantee may promote itself as a partner of Petco Love and, if Petco Love has given prior approval, use Petco Love's name and logo in connection with such promotion in accordance with Petco Love's trademark guidelines as may be provided from time to time. Such approval from Petco Love must be in writing (including by email) from an authorized representative and will not be unreasonably withheld. If Petco Love requests, Grantee will submit examples of proposed

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uses of Petco Love name and trademarks contemplated under this Agreement before use to permit review and approval.

Each party will ensure that the names and/or logos used in accordance with this section will bear appropriate copyright and trademark notices or legends as provided by the owner. Except as expressly permitted in this section, neither party has any rights to use (or rights otherwise in or to) any trademarks, copyrights, trade names, logos, slogans, designs, labels, titles, or insignias now or hereafter owned, adopted, or used by the other party except with the prior written consent of the owning party. All use of the marks by the licensed party will inure to the benefit of the party granting such license.

Section 6. Grantee Reporting

Grantee agrees to access Petco Love online Partner Portal at least annually to review all Grantee contact information, including all business and mailing addresses, and all individual contact information and to correct all such information by completing the appropriate information correction form in the Portal.

Any Grantee that conducts pet adoptions agrees to access Petco Love online Partner Portal and complete Annual Data Reports during the Investment Period and for a period of three (3) years following the Investment Period as well as any Interim or Final reports assigned to the grant. Reporting may include: continued disclosure of information similar to the information provided by Grantee in its initial grant application to Petco Love, information regarding the number of animals cared for or served (as applicable), the Grantee's operations and financial condition, the specific uses of Investment funds and any other information as may be reasonably requested by Petco Love.

Section 7. Confidentiality

Subject to the requirements of Grantee's state or local public information statutes, each party agrees that it will not at any time: (A) disclose any "Confidential Information" of the other party to any third party (except for legal and financial advisors who are advised of the confidential nature of this Agreement); or (B) use the other party's Confidential Information for any purpose other than fulfilling its obligations under this Agreement. Except as set forth below, "Confidential Information" means all nonpublic information of a party, including, but not limited to, any product formulas, business or marketing plans, and other information of a nonpublic or proprietary nature. Confidential Information does not include any information which (i) was publicly available at the time of disclosure, (ii) becomes publicly available after disclosure through no fault of the recipient party, (iii) was in the recipient party's possession as evidenced by its written record prior to disclosure by the disclosing party, and was not subject to an earlier confidential relationship, or (iv) was rightfully acquired by the recipient party after disclosure from a third party who was lawfully in possession of the information and was under no obligation to the disclosing party to maintain its confidentiality. Any information submitted by Grantee to Petco Love as required

Docusign Envelope ID: BD9AD5CD-55D1-4B12-B00D-DE812F667B59

herein or in connection with any other grant investment by Petco Love to Grantee, including any grant application, any required reports of Grantee, or any other related correspondence, will become the property of Petco Love and is not considered Confidential Information. Petco Love may use such information as it deems appropriate in its sole discretion and nothing herein prohibits use of such information.

The terms of this Agreement shall remain in strict confidence and Grantee will not disclose such terms to third parties (other than legal and financial advisors who are advised of the confidential nature of this Agreement) except with prior written consent Petco Love.

In the event that a party becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, that party will provide the other party with prompt, prior written notice of such requirement so that the party seeking protection of the Confidential Information may seek a protective order or other appropriate remedy at their own expense and/or waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, or the other party waives compliance with the provisions hereof, then the disclosing party agrees to furnish only that portion of the Confidential Information which it is advised in writing by its counsel is legally required, and to exercise its best efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded any such disclosures.

The terms and conditions of this section will survive the termination and/or expiration of this Agreement.

Section 8. Termination of Investment

Petco Love retains the right to terminate the Investment if in its sole discretion it determines that: (1) Grantee will not be able to achieve the purposes of the Investment, (2) Grantee experiences any leadership loss or change including but not limited to the executive officer, (3) Grantee commits any act, takes, or is the subject of any action which might bring Grantee into public disrepute, contempt, scandal, or ridicule, or which might reflect unfavorably on Petco Love because of its relationship with Grantee, (4) or that Grantee has failed to materially comply with the terms of this Agreement. In the event of such termination, Grantee will return any unexpended Investment funds upon the request of Petco Love and Petco Love will have no further funding obligation.

Section 9. Future Funding

Grantee acknowledges that Petco Love is not making any representations regarding future funding of Grantee, other than as specified herein.

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Section 10. Amendments

No amendment of this Agreement is valid unless such amendment is in writing and signed by each of the parties hereto.

Section 11. Assignment; Binding Effect

This Agreement may not be assigned by either of the parties hereto without prior written consent of the other party. Except as provided herein, the terms and conditions of this Agreement will extend to, bind and inure to the benefit of the parties and their respective successors and assigns, if permitted.

Section 12. Compliance

The parties represent that they will comply with all applicable federal, state and local laws and regulations governing the performance of this Agreement by the parties.

Section 13. Indemnification

To the extent permitted by law, grantee hereby covenants and agrees to indemnify, save and hold Petco Love free, clear and harmless from any and all liability, loss, costs, charges, penalties, obligations, expenses, attorney's fees, litigation, judgments, damages, claims and demands of any kind whatsoever in connection with or arising out of the Investment. Grantee's covenants under this paragraph will survive termination of this Agreement.

Section 14. Miscellaneous

Each party acknowledges participation in the formation of this Agreement and fully understands all terms and conditions provided herein.

This Agreement and all claims arising out of or relating thereto will be governed by the laws of the State of Texas, exclusive of its choice of law rules.

The address for notifications to Petco Love is:

Petco Love
654 Richland Hills Drive
San Antonio, TX 78245

The address for notifications to Grantee is Grantee's address as stated in the Grant Letter.

This Agreement constitutes the entire agreement between the parties and supersedes any and all prior written or oral agreements and understandings between the parties.

Commissioners Court - Regular Session **25.**

Meeting Date: 09/16/2025

Authorize Issuing Advertisement for RFP #25RFP68 for Spay & Neuter Services for the Williamson County Regional Animal Shelter

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed solicitations for Spay and Neuter Services for the Williamson County Regional Animal Shelter under RFP #25RFP68.

Background

Williamson County Regional Animal Shelter is seeking requests for proposals from vendors to provide Spay & Neuter Services for the Williamson County Regional Animal Shelter. Funding source is 01.0546.0546.003670 as per the FY26 budget. Origination #2870. Department contact is Linda Gunter.

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	09/09/2025 08:50 AM
Form Started By: Sandra Malcolm		Started On: 08/14/2025 01:01 PM
Final Approval Date: 09/09/2025		

Commissioners Court - Regular Session **26.**

Meeting Date: 09/16/2025

Approval of Master Services Agreement #2026-006 for Fixed Asset Inventory Services with Records Consultants, Inc. for the Purchasing Department (Countywide)

Submitted For: Joy Simonton **Submitted By:** Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving Master Services Agreement #2026-006 for Fixed Asset Inventory Services with Records Consultants, Inc. in the annual not-to-exceed amount of $97,500.00 for two (2) years, as per Buyboard contract #716-23, and authorizing the execution of the agreement.

Background

RCI Technologies Inc. has conducted the annual Fixed Asset inventory for Williamson County since 2018. This proposal is to refresh the expiring contract for continuance of services. The term of this agreement will be October 1, 2025, through September 30, 2027. The countywide inventory will be scheduled each Spring to allow for reporting by July 1st of each year as required by Texas Local Government Code 262.011 (i). Funding source: 01.0100.0494.004100. Department Point of Contact: Joy Simonton.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

MSA Records Consultants, Inc

FORM 1295 Redacted

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/09/2025 09:15 AM
Form Started By: Kerstin Hancock		Started On: 08/29/2025 09:33 AM
Final Approval Date: 09/09/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

MASTER SERVICES AGREEMENT
WITH
RECORDS CONSULTANTS, INC
(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 **Records Consultants, Inc** (hereinafter "RCI") both of which are referred to herein as the parties. The County agrees to engage RCI 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 County-wide Physical Fixed Asset Inventory system for Williamson County Facilities. The services include but are not limited to the services and work described in the attached **Proposal dated July 29, 2025** marked as **Exhibit "A,"** which is incorporated herein to the extent it meets or exceeds the requirements of the County's solicitation, if applicable. Related services will be outlined in a Statement of Work ("SOW") to be provided by Service Provided upon the direction of the County.

RCI represents that RCI (including RCI'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,"** provided. The RCI shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Goods: To the extent applicable, RCI 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. RCI shall not provide any additional goods and the County shall not be obligated to pay for any additional goods unless a written amendment to **Exhibit "A,"** has been signed by both parties.

III.

Effective Date and Term: This Agreement 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 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: RCI 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. RCI shall enforce strict discipline and good order among their respective employees and other persons carrying out the Agreement. RCI shall not permit employees of unfit persons or persons not skilled in tasks assigned to them.

VI.

Compliance With All Laws: RCI 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, RCI 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: RCI 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: RCI 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, RCI shall remove from and about the project: waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If RCI fails to clean up as provided, the cost thereof shall be charged to RCI by deducting from final fee or as necessary.

IX.

No Agency Relationship & Indemnification: It is understood and agreed that RCI shall not in any sense be considered a partner or joint venturer with the County, nor shall RCI in any manner hold itself out as an agent or official representative of the County. RCI 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 RCI or failure to act relating to the construction services being provided. RCI 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 RCI performs on behalf of the County.

X.

Indemnification: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, RCI AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY THE 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 RCI'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 RCI, 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 THE COUNTY OR ANY OTHER INDEMNITEES HAS BY LAW. THE INDEMNITIES CONTAINED HEREIN

SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

XI.

RCI's Employees: RCI covenants and agrees that all personnel engaged shall be employees of RCI, and RCI 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. RCI 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. RCI 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: RCI will be compensated based on a fixed sum for specific projects as defined in the **Proposal dated July 29, 2025** marked as Exhibit "A," and in accordance with COOP BuyBoard contract 716-23. The not-to-exceed amount payable by The County under this Agreement shall be **Ninety-Seven Thousand, Five Hundred Dollars ($97,500.00)** for the life of this contract. 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 The 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 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 (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 RCI, the County shall notify RCI of the error not later than the twenty first (21st) day after the date the County receives the invoice. If the error is resolved in favor of RCI, RCI shall be entitled to receive interest on the unpaid balance of the invoice submitted by RCI beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, RCI 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 RCI 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 RCI 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: RCI 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 the County shall be excess and not contribute with it.

RCI, 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. RCI 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, RCI 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: RCI 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: RCI shall pay all sales, consumer, use and similar taxes for the work provided by RCI 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: RCI 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: RCI 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 RCI 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, RCI agrees to return to Williamson County pro-rata portion of unearned funds distributed to RCI if (a) RCI's project progress is insufficient; (b) this Agreement is terminated for any reason; or (c) RCI fails in any other respect under this Agreement.

XXIV.

County's Right to Audit: RCI 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 RCI which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. RCI expressly agrees that the County shall have access during normal working hours to all necessary RCI 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 RCI 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
Records Consultants, Inc
1814 Pipestone Dr.
San Antonio, TX 78323

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 the County shall have the right to terminate this Agreement at the end of any fiscal year if the governing body of the County

does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.

XXVIII.

Authorized Expenses: In the event the County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Agreement, the 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;
C. Cooperative BuyBoard Contract 716-23, incorporated by reference;
D. and
E. 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) any SOW issued under the Agreement; and (3) Cooperative BuyBoard Contract 716-23 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 BuyBoard Contract 716-23set 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.

[SIGNTURE 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___

RECORDS CONSULTANTS, INC.

Chris Coryell
Authorized Signature

CHRIS CORYELL
Printed Name

Dated: SEPTEMBER 2, 2025

Exhibit “A”

Proposal dated July 29, 2025

Williamson County

Proposal for County-wide Physical Fixed Asset Inventory Update Services Multi-year Agreement

July 29, 2025

Submitted by Records Consultants, Inc. – Chris Coryell, Vice President of Sales
21288 Gathering Oak, San Antonio, Texas 7820 (877) 363-4127 Fax (877) 366-0776

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July 29, 2025

Fixed Asset Inventory and Management Proposal

Williamson County
Joy Simonton
100 Wilco Way
Georgetown, TX 78626

Ms. Simonton,

Records Consultants, Inc. (RCI), a leading fixed asset management consulting company headquartered in San Antonio, Texas, is pleased to submit this proposal to Williamson County (THE COUNTY) for County-wide Physical Fixed Asset Inventory services. RCI is proposing services to conduct a comprehensive and accurate physical asset inventory and reconciliation across all THE COUNTY buildings and facilities. The RCI fixed asset inventory and reconciliation will help THE COUNTY establish an accurate baseline of assets while also helping fulfill its GASB 34 reporting requirements.

Over the last 30 years, RCI has completed comparable inventory and reconciliation projects for more than 1,300 clients throughout Texas and the United States. Each year we conduct 250-300 Capital and Fixed Asset inventories for new and existing clients with a commitment to providing unsurpassed quality and client service. We are often referred to new clients by external auditors familiar with our work. RCI is uniquely qualified to provide the on-site physical inventory and reporting services for THE COUNTY. Our experienced inventory specialists are experts at the physical inventory process, and we provide a robust solution for asset tracking by way of our state-of-the-art Fixed Asset Management Program (FAMP 11.1). Our asset tracking software includes robust reporting features for valuation and depreciation reports. We are confident you will find our proposal responds to the scope of services that you have requested and demonstrates our extensive experience in conducting capital and fixed asset inventories.

I am authorized to bind this offer and will be the primary contact for any questions. RCI appreciates the opportunity to propose our services to Williamson County. This proposal is considered valid up to six (6) months after the submission date. This proposal is offered under BuyBoard contract 716-23 contingent upon acceptance by THE COUNTY. Our team is available to speak with you about this proposal at your convenience. Should you have any questions regarding any aspect of our proposal, please do not hesitate to call me at (877) 363-4127.

Sincerely,

Chris Coryell
Vice President of Sales

21288 Gathering Oak ● San Antonio, Texas 7820 ● Office: (877) 363-4127 ● Fax: (877) 366-0776 ● sales@rcitech.com

COMPANY EXPERIENCE AND QUALIFICATIONS

Based in San Antonio, Texas, RCI is a recognized leader in a variety of management consulting and service fields and has performed information management services for public and private entities, such as school districts, institutions of higher education, municipalities, county governments, and private sector clients in healthcare and transportation. We provide a wide range of products and services, which include Capital and Fixed Asset Inventory Management Services and Software, Historical Cost Research for GASB 34 reporting, Infrastructure Valuations, Insurance Property Appraisals, and Records Retention and Document Imaging Solutions.

The Company was formed as a microfilm service bureau in 1980 and subsequently added records management services and our fixed asset inventory program. Insurance appraisal services were a later addition to RCI's product line. We are a privately held Texas corporation; the firm is financially secure with no litigation history or any pending actions of law that will affect our dedication to this project.

Reflecting RCI's commitment to client service and efficient project management, all engagements are staffed from the Company's corporate office. Because we do not outsource work, using the Company's own employees ensures clear ownership of the project and will provide Williamson County with the highest degree of accountability. As further evidence of our commitment to customer service, RCI does not use voicemail; Clients will always speak with a member of RCI's staff during normal business hours.

Name of Firm	**Records Consultants, Inc.**
Location of headquarters	**21288 Gathering Oak** **San Antonio, Texas 7820** **Phone: (877) 363-4127** **Fax: (877) 366-0776** **www.rcitech.com**
Tax Identification Number	**74-2673059**
Year Established	**June 1, 1993**
Number of Years in Existence Under Trade Name	**31 Years**
Total Number of Offices	**1 Corporate Office Location**
Total Number of Employees	**80 Employees Based in San Antonio, Texas**
Organization Type	**Privately Held C Corporation**
Area of Service	**Nationally within U.S.**
Primary Expertise	**Capital and Fixed Asset Inventory** **Historical Cost Research for GASB 34/35 Reporting**

REFERENCES AND EXPERIENCE

RCI offers the following references of our work.

Sweetwater Union High School District - California

- Location: 1130 Fifth Avenue, Chula Vista, CA 91911
- Years(s): 2025, 2024, 2023, 2022, 2021,2020, 2019
- Client Contact & Title: Jenny Salkeld, CFO
- Contact Phone Number: 619-691-5550, jenny.salkeld@sweetwaterschools.org
- Description of Project: Comprehensive physical inventory of capital, fixed, and controlled assets in 31 buildings totaling over 4,000,000 SQFT across all campuses/locations. Services included determining values on all assets, reconciliation of prior inventories and data maintained in accounting systems. Total assets tagged and inventoried was over 65,000.

Mount Pleasant ISD - Texas

- Location – 2230 N Edwards, Mount Pleasant, TX 75455
- Year(s) – 2024, 2023, 2022, 2021, 2020, 2019, 2018, 2017, 2016, 2015, 2014, 2013, 2012, 2011, 2010, 2009
- Client Contact & Title: Stacie Thompson, Chief Financial Officer
- Contact Phone Number: (903) 575-2000, sthompson@mpisd.net
- Description of Project – Comprehensive physical inventory of capital, fixed, and controlled assets across 9 campuses and over 450 classrooms. Services included determining values on all assets, reconciliation of prior inventories and data maintained in accounting systems and asset management software. Total assets tagged and inventoried was approximately 10,000.

Grant County – New Mexico

- Location: 1499 Hwy 180 East, Silver City, NM 88061
- Year(s): 2025, 2024
- Client Contact & Title: Andrea Montoya, Deputy County Manager
- Contact Phone Number: 575-574-0131, amontoya@grantcountynm.gov
- Description of Project: Comprehensive physical inventory of capital, fixed, and controlled assets across 100 buildings/locations with ~437,000 SQFT Services included determining values on all assets, reconciliation of prior inventories and data maintained in accounting systems. Total assets tagged and inventoried was approximately 12,000.

Roseville City School District - California

- Location: 1046 Main Street, Roseville, CA 95678
- Year(s): 2022, 2018
- Client Contact & Title: Craig Rousch, Purchasing Manager
- Contact Phone Number: (916) 771-1600, croush@rcsdk8.org
- Description of Project: Comprehensive physical inventory of capital, fixed, and controlled assets across 24 campuses/locations. Services included determining values on all assets, reconciliation of prior inventories and data maintained in accounting systems. Total assets tagged and inventoried was approximately 24,800.

Marshall ISD - Texas

- Location – 1305 E Pinecrest Drive, Marshall, TX 75670
- Year(s) – 2024, 2022
- Client Contact & Title: Susie Byrd, Business & Finance Manager
- Contact Phone Number: (903) 927-8708, byrds@marshallisd.com
- Description of Project – Comprehensive physical inventory of departmental capital, fixed assets in 8 campuses and locations. Services included determining values on all assets, reconciliation of prior inventories and data maintained in accounting systems and FAMP software. Total assets tagged and inventoried was approximately 9,000.

Gillespie County - Texas

- Location – 101 W Main St, Fredericksburg, TX 78624
- Year(s): 2024, 2023, 2022, 2021, 2020, 2019, 2018, 2017
- Client Contact & Title: Marcie Schneider, County Auditor
- Contact Phone Number: 830-997-6777, mschneider@gillespiecounty.org
- Description of Project: Comprehensive physical inventory of capital, fixed, and controlled assets across 15 buildings/locations. Services included determining values on all assets, reconciliation of prior inventories and data maintained in accounting systems. Total assets tagged and inventoried was approximately 8,000.

West Fargo Public School District – North Dakota

- Location – 207 W. Main, West Fargo, ND 58078
- Years(s): 2023, 2022, 2021, 2020, 2019, 2018, 2017, 2016, 2015, 2014, 2013, 2012, 2011, 2009
- Client Contact & Title: Stacie Kalvoda, Accountant
- Contact Phone Number: (701) 499-1013, skalvoda@west-fargo.k12.nd.edu
- Description of Project – Comprehensive physical inventory of capital, fixed, and controlled assets across 20 campuses/locations. Services included determining values on all assets, reconciliation of prior inventories and data maintained in accounting systems. Total assets tagged and inventoried was approximately 32,800.

Lake Worth Independent School District - Texas

- Location: 2010 W Swain Road, Stockton, CA 95207
- Year(s): 2024, 2023, 2022,2020, 2019, 2018, 2017, 2017, 2016, 2015, 2014, 2013,
- Client Contact & Title: Michelle Gregory, Business Manager
- Contact Phone Number: 817-306-4223, mgregory@lwisd.org
- Description of Project: Comprehensive physical inventory of capital, fixed, and controlled assets across 7 campuses/locations. Services included determining values on all assets, reconciliation of prior inventories and data maintained in accounting systems. Total assets tagged and inventoried was approximately 10,100.

Hawthorne School District - California

- Location – 14120 Hawthorne Blvd., Hawthorne, CA 90250
- Year(s) – 2023, 2012, 2010, 2009, 2008, 2007, 2006, 2000,
- Client Contact & Title: Ines Kekula, Purchasing
- Contact Phone Number: (310) 263-3924, ikekula@hawthorne.k12.ca.us
- Description of Project – Comprehensive physical inventory of capital, fixed, and controlled assets across 9 campuses and over 488 classrooms. Services included determining values on all assets, reconciliation of prior inventories and data maintained in accounting systems and asset management software. Total assets tagged and inventoried was approximately 20,000.

Uplift Education Charter Schools - Texas

- Location: 1825 Market Center Blvd., Dallas, TX 75207
- Year(s): 2022, 2019, 2018, 2015, 2013, 2011
- Client Contact & Title: Stephen Parmer, Director of Procurement
- Contact Phone Number: (469) 398-0060, sparmer@uplifteducation.org
- Description of Project: Comprehensive physical inventory of capital, fixed, and controlled assets across 37 campuses/locations. Services included determining values on all assets, reconciliation of prior inventories and data maintained in accounting systems. Total assets tagged and inventoried was approximately 34,000.

Lincoln USD - California

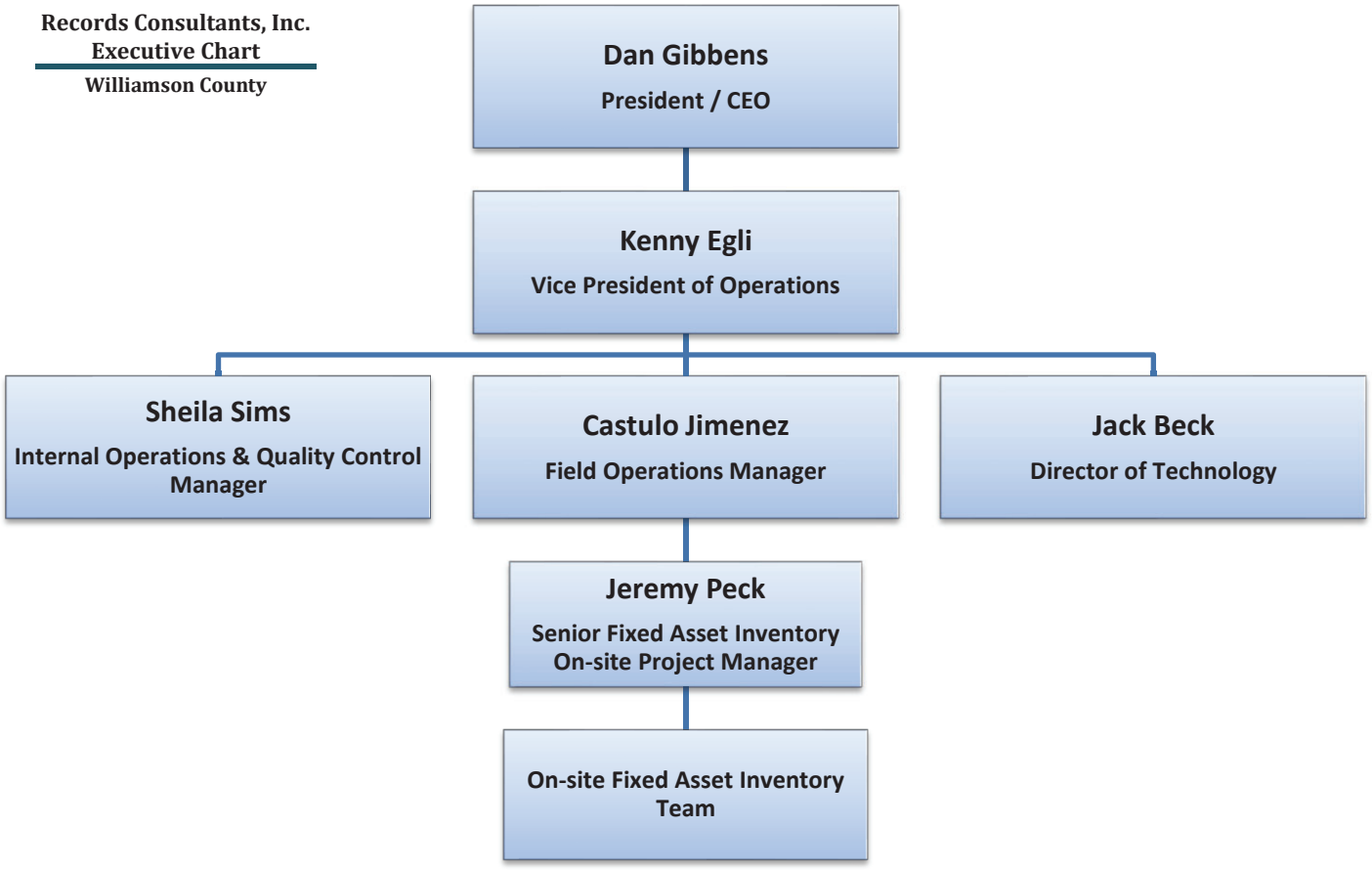
- Location: 2010 W Swain Road, Stockton, CA 95207
- Year(s): 2022, 2020 2019, 2017, 2003
- Client Contact & Title: Rebecca Hall, Associate Superintendent of Business Services
- Contact Phone Number: 209-953-8716, rmhall@lusd.net
- Dollar Value of Project: Confidential
- Implementation: 45 days
- Description of Project: Comprehensive physical inventory of capital, fixed, and controlled assets across 19 campuses/locations. Services included determining values on all assets, reconciliation of prior inventories and data maintained in accounting systems. Total assets tagged and inventoried was approximately 24,100.

Sonoma Valley USD - California

- Location: 17850 Railroad Ave., Sonoma, CA 94576
- Year(s): 2019, 2012, 2007
- Client Contact & Title: Joshua Braff, Chief Business Officer
- Contact Phone Number: 707-935-4229, jbraff@sonomaschools.org
- Description of Project: Comprehensive physical inventory of capital, fixed, and controlled assets in 9 campuses and location. Services included determining values on all assets, reconciliation of prior inventories and data maintained in accounting systems. Total assets tagged and inventoried was approximately 8,500. Included historical cost research of real property.

PROJECT TEAM MEMBERS AND RESUMES

RCI's veteran project team is carefully selected based on their commitment to quality service, knowledge, and extensive experience in inventorying a vast range of properties. ***The team will consist of full-time members located in San Antonio, Texas.*** Key professionals assigned to this project will include our Vice President of Operations, the Field Operations Manager, the Director of Technology, the On-site Senior Project Managers, the Quality Control Manager, and the On-site Inventory Team.



***Team Members are subject to change due to scheduling conflicts.**

RCI ensures that all RCI employees for this project:

- Have passed initial and random drug screening tests
- Have passed criminal background checks and national sex offender registry searches that can be provided upon request. RCI uses a rap-back program for ongoing status updates.
- Have been trained in all applicable confidentiality compliance issues
- Will be uniformed and wear visible ID-badges while on-site

Kenny Egli, Vice President of Operations & Project Director kegli@rcitech.com

Relevant Experience: Mr. Egli has been with RCI for ***thirteen years*** and has been involved in the overall planning, coordination, and management of asset inventory projects for RCI's Internal Operations division, Field Operations division, and Document Destruction Services division. He has participated in leading complex strategic initiatives that have enabled him to acquire an intimate knowledge of both business operations and the core techniques. Under his leadership RCI has provided inventory services from small scale to large complex projects.

Project Role:

- Executive sponsorship and overall leadership for all operational aspects of the inventory project
- Final accountability of proposed services
- Contractual related matters

Jack Beck, Director of Technology jbeck@rcitech.com

Relevant Experience: Mr. Beck is Director of Technology and will be providing technical oversight, as well as technical support and client training for this project. Jack has been with RCI for over ***nineteen years*** and provides technology support and training concerning our FAMP 11.1 software system and any hand-held scanners for all RCI fixed asset management clients. In addition, Jack is uniquely qualified through his vast experience with on-site fixed asset inventory projects in more than 27 states.

Project Role:

- Provide technical support for RCI's Desktop FAMP 11.1 software
- Assist in reconciliation of the physical inventory
- Provide technical support migrating data from the RCI FAMP 11.1 software to the TASI finance application

Castulo Jimenez, Field Operations Manager cjimenez@rcitech.com

Relevant Experience: Mr. Jimenez is in charge of all RCI on-site Inventory Teams and will provide team oversight and management for this project. Castulo is an RCI-veteran with vast experience and first-hand knowledge in conducting on-site inventory projects. He has led many fixed asset inventory teams as his tenure at RCI has included the planning, management, and execution of over 500 projects throughout the United States. Castulo has over ***eleven years*** of experience conducting on-site fixed asset inventory projects and property appraisals for educational institutions and local government entities throughout the United States.

Project Role:

- Provide team management and oversight during the on-site physical inventory
- Assist in coordination, scheduling, and overall project management
- Provide field and client support to ensure project is completed within agreed specifications

Jeremy Peck, Senior On-Site Project Manager & Team Leader jpeck@rcitech.com

Relevant Experience: Mr. Peck will serve as the On-Site Senior Project Manager for this project. Jeremy has been with RCI for over ***eleven years*** and has led similar projects, including those for Montgomery Public Schools. (AL), Garland ISD (TX), Boerne ISD (TX), Wahluke SD (WA) and many others. Jeremy also led projects for Williams Co. (TX) and South Texas College.

Project Role:

- Provide project management during the on-site, physical inventory of all assets included in the scope of the project and ensure all timelines are met
- Coordinate all on-site activity with TASI personnel during the on-site inventory
- Ensure all assets are identified, tagged, and all available asset related data is captured
- Communication with TASI daily throughout the on-site work stages

Sheila Sims, Internal Operations & Quality Control Manager ssims@rcitech.com

Relevant Experience: Ms. Sims oversees our Internal Operations team and will oversee Quality Control of the final asset data and valuations delivered to TASI as well as the FAMP 11.1 software system/database and Excel spreadsheets that will be delivered to TASI based on the on-site work performed. She and her staff will also provide on-going client support regarding data collected from the fixed asset inventory project. Sheila has been with RCI for ***eighteen years*** and has provided overall quality control and client support for over 1,200 RCI clients nationwide.

Project Role:

- Oversee the production of the asset database to include all data captured during the on-site inventory phase of the project
- Oversee the reconciliation of the physical inventory with data provided by TASI
- Oversee acquisition cost research and exchange of asset data between TASI and RCI
- Produce and provide final deliverables of the project

APPROACH AND METHODOLOGY

RCI conducts hundreds of inventory projects each year. Our experience and expertise at asset inventory and management allows RCI to bring ***Best Practices*** to our clients, enabling them to effectively manage and report on their assets and comply with GASB 34/35 and other state/federal requirements. Our clients often turn to us annually to conduct their physical inventories and reporting because our services are Reliable, Fast and Affordable.

RCI services are focused to help Local Government Entities across the U.S, we are experienced in serving counties of all sizes, including numerous clients and projects equal in scope. RCI understands the challenges and circumstances counties face managing and tracking their assets, and our services and project plans are tailored specifically to provide effective and efficient outcomes for our clients.

PROJECT OVERVIEW

Based on information provided by THE COUNTY, RCI assumes this fixed/capital asset inventory project will cover all facilities and buildings across THE COUNTY. RCI will provide all labor and equipment to conduct a comprehensive and accurate on-site physical inventory and reconciliation of all THE COUNTY fixed assets.

During the RCI on-site physical inventory project, fixed/capital assets valued at $500 or greater will be identified, tagged (if necessary), scanned and all relevant details will be gathered and reported. RCI will ensure all qualifying assets have barcode tags and any new tags required will be supplied by RCI. Capital assets, assets valued at $5,000 or greater and with a useful life of one or more years, will be valued and depreciated for GASB 34 purposes.

RCI will perform the on-site physical inventory using our robust, feature rich FAMP 11.1 software system. This system is specifically designed to facilitate the inventory process, as well as to provide an ongoing tool for tracking assets, and generating reports for asset valuations, dispositions, and depreciation. FAMP 11.1 operates in both a desktop version and a mobile version using Motorola series handheld scanners. The FAMP 11.1 software will be provided at no additional cost.

On-site work will take place on mutually agreed dates and times and the project will not interfere with student instruction. RCI commonly performs projects that occur during regular class hours, and project schedules are built to enter the classroom after students have been released or while the classroom is not otherwise in use. RCI is prepared to work between 7:00AM and 7:00PM and on Saturday, if possible.

Coordination of scheduling and project details will begin immediately after award of the contract. RCI requests a minimum of 30 days after coordination to begin on-site project work. RCI is prepared to begin on-site project work within 60 days of the contract award. A detailed description of the timeline and project stages is included later in this proposal.

RCI will conduct an on-site pre-planning meeting with THE COUNTY representatives prior to commencing on-site project work. The meeting will serve to review the overall scope of the project, including all locations to be inventoried, physical inventory procedures, acquisition cost procedures, database information to be recorded, report formats, and project schedules.

This proposal is built based on our knowledge and experience with similar inventories that included the same class of assets as put forth in this request. The following proposal assumes the work effort and hours to conduct the on-site physical inventory, acquisition cost research, reconciliation, and reporting.

As a valuable part of this project, RCI will provide and implement a robust asset management system via our Fixed Asset Management Program (FAMP 11.1) **at no extra cost**. This program was specifically developed to help our local government clients track and report their assets for compliance with GASB 34/35 purposes. The data and reports are customizable and can be output to **CSV or Excel** format to allow for easy export/import to most finance and ERP applications.

Note: Infrastructure Assets, Land, Land Improvements, and Buildings - will not be surveyed or inspected as part of this inventory project and the corresponding data will not be included in final asset reports provided by RCI. Services for inventory of Land, Improvements, Buildings and Infrastructure assets and historical cost research can be arranged with RCI, but additional fees will apply.

SCOPE OF WORK – PHYSICAL ASSET INVENTORY

RCI will conduct a comprehensive and accurate on-site physical inventory of all of THE COUNTY fixed/capital assets with an original purchase value of $500 or greater at all of THE COUNTY locations. RCI will identify, tag (where possible) and scan all qualifying items to include sensitive "walkable" assets regardless of price such as computers, notebooks, printers, projectors A/V equipment, cameras, radios, and other specified items during the inventory.

RCI will scan and record existing tag information and apply new tags for qualifying items that do not have a tag. Prior to on-site inventory RCI will gather existing asset data from THE COUNTY (if available) for reconciliation purposes.

ROOM/LOCATION TAGGING

RCI will do a complete room-by-room fixed asset inventory of all campus locations. RCI will place a barcode tag at the door for each room inventoried in this project. The tag will be placed in an inconspicuous location, usually inside the door frame. The location information will be recorded, and assets within the room will be assigned to that room and location. RCI will provide room tags for room tagging.

ASSET TAGGING/SCANNING

RCI will consult with THE COUNTY personnel in the planning stage for specifics about placement and details for items requiring a new tag. RCI recommends tag placement in standardized locations that allow for ease of future rescans but not interfere with proper operation of equipment. It must be noted that tag placement is not always possible for every item (i.e. blade servers, ceiling mounted projectors, weapons, band instruments, etc.). Additionally, RCI only tags items below 12 feet in height and not above ceiling tiles.

RCI will not inventory items that are currently boxed or packaged. RCI will provide services to inventory vehicles using a listing provided by THE COUNTY. All qualifying non-vehicle equipment will be tagged and scanned. RCI will work with THE COUNTY contact regarding other unique items such as band instruments.

RCI will verify, capture, and report the following:

a. Asset Tag Number
b. Description of Equipment
c. Manufacturer*
d. Model*
e. Serial Number*
f. Property/Location
g. Building
h. Floor
i. Room
j. Acquisition Cost (Actual, Estimated or Replacement)
k. Acquisition Date
l. Date Verified
m. Useful Life
n. Old Tag Number (if applicable)

* To be recorded when available on the individual asset

The recommended barcode tags are white polyvinyl material with a permanent acrylic based adhesive (optionally, colored tags can be used for Federally Funded assets, etc. – additional fees may apply). The bar code symbology will be Code 39 / Code 128. The tags will be 2" x 0.75" and will be imprinted to include:

- Property of Williamson County (or as selected by THE COUNTY)
- Asset number in bar code form
- Asset number in alphanumeric form (human readable)

RECONCILIATION

Upon completion of the physical inventory, RCI will perform a reconciliation of inventory data compared with the county's existing asset data (if provided). This will result in a detailed database of all of THE COUNTY assets. RCI will provide reports for:

- Matches Found - Assets have identical tag numbers and serial numbers in original data
- Additions – Asset found, but does not exist in provided data/spreadsheets
- Deletions – Asset exists (on data/spreadsheet), but does not physically exist (requires additional follow-up with site representative)

RCI will provide a report to THE COUNTY that details the process used in the asset inventory, any unusual findings, clarifications, or any other reasonably relevant information THE COUNTY may need to update its asset inventory.

ACQUISTION COST RESEARCH

During the reconciliation process RCI will reconcile asset values with any acquisition cost and dates provided by THE COUNTY. When actual purchase or cost data is not available by THE COUNTY, RCI will assign asset values that will represent estimated replacement cost and useful life of the asset.

To fully comply with reporting and depreciation guidelines, our mutual goal is to report the actual acquisition costs of your fixed assets. When actual acquisition cost cannot be obtained, "replacement cost" will be used for all items for which an acquisition date can be established. Replacement cost is the current average cost for the type of asset. When an acquisition date is not available, RCI will work with client staff members to determine the estimated acquisition date. Single-line items representing significant outlays (software, etc.) can be reported as line item entries based on information provided by THE COUNTY. RCI valuation methodologies will be in compliance with recognized accounting standards of GASB Statements 34/35.

The FAMP 11.1 software depreciates asset values using the straight-line method to ensure that you comply with GASB 34 guidelines. Our software will depreciate each item for the number of years of useful life based on the purchase date, salvage value (if any), and original cost. The software can filter for any desired capitalization level (e.g. $1,500.00, $5,000.00). In addition, the system can filter by category to allow depreciation of specific items, such as, depreciating all maintenance equipment with a value of $2,500.00 or more.

DELIVERABLES

RCI will provide all asset data in our FAMP 11.1 software. The delivered product includes a removable USB-drive containing the populated asset database, accompanied by system loading and operating instructions. The final report will include an original cost, depreciation summary and details report (as required by GASB 34). RCI will provide actual cost, where available, or replacement cost for all assets. In addition, RCI will provide all asset data in flat file (Excel or CSV) for import into any existing accounting system. This provides the ability to update/replace the information such as serial number, location, model, etc., into the county's current asset system.

ASSET MANAGEMENT SYSTEM AND REPORTING

RCI will perform the on-site physical inventory using our robust, feature rich FAMP 11.1 software system. This system is specifically designed to facilitate the inventory process, as well as to provide reporting for asset valuations, dispositions, and depreciation. FAMP 11.1 operates in both a desktop version and a mobile version using Motorola series handheld scanners.

FAMP 11.1 was developed by RCI specifically for local government institutions. The software is a Windows-based network program that uses relational databases for optimal performance. RCI will populate the Fixed Asset Management database for THE COUNTY using information collected during the on-site portion of the project. The FAMP software includes numerous query and report formats. FAMP 11.1 provides the ability to export and import data via a variety of Windows-based formats (Excel, Text, CSV, etc.).

RCI FAMP 11.1 is an Open Database Compliant (ODBC) data structure. The program is fully networkable and will run on a Windows based server. The program can be password protected from unauthorized users and setup to allow multiple permission levels (user from campus A can access data for campus A, but not campus B). FAMP 11.1 uses Microsoft SQLite to support multiple users without cost to purchase additional SQL licenses. FAMP 11.1 does not require system licensing and allows full access to the system for an unlimited number of users. Version updates, if/when available, will be available for purchase, or included for free with next THE COUNTY physical inventory after a new version release. The minimum system requirements for FAMP 11.1 are a Pentium–level processor with 500 MHz speed; USB drive; 1 gigabyte RAM (for Windows 10 or later); and 500 megabyte or larger hard drive.

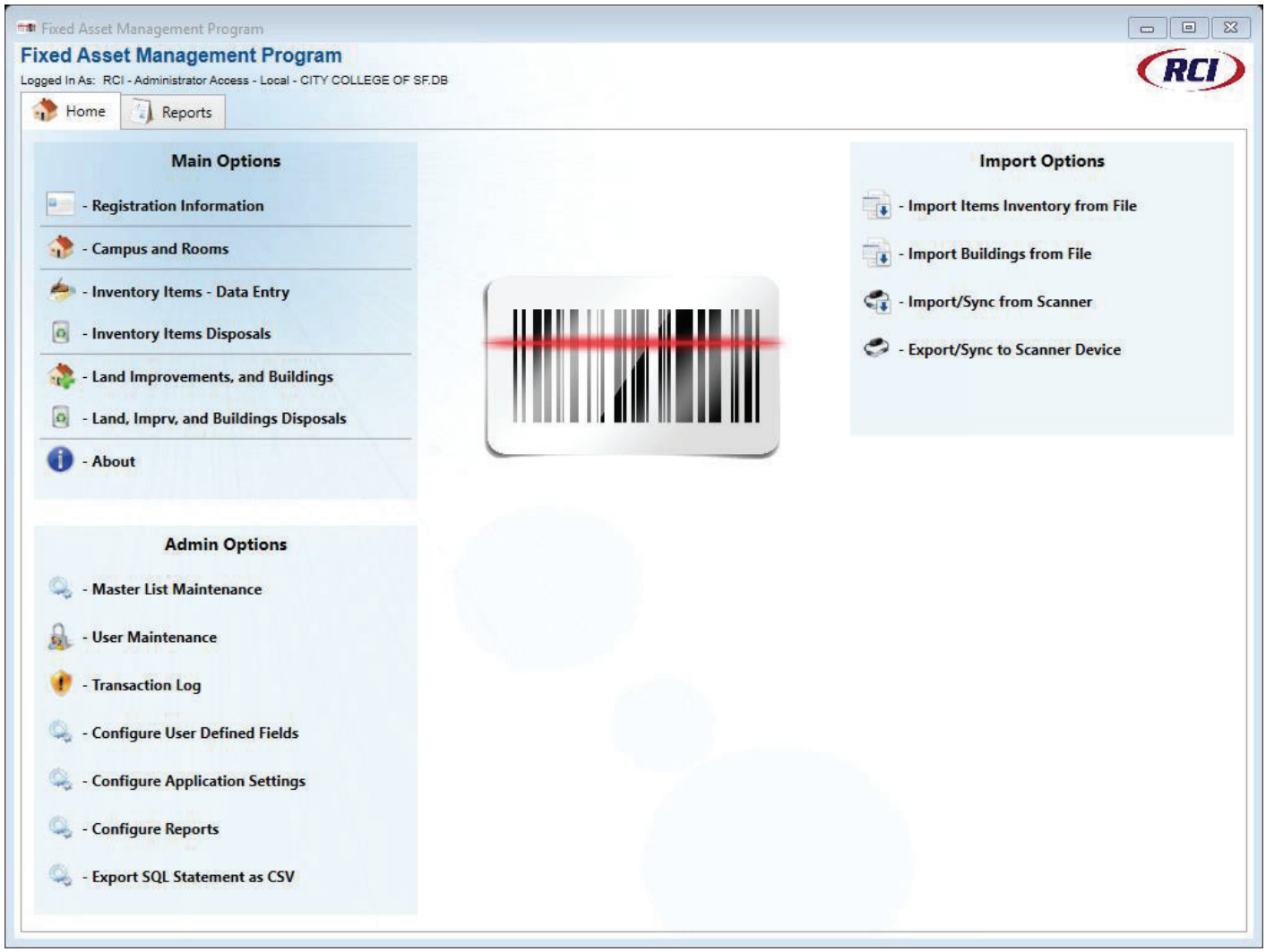
RCI provides the software system so that THE COUNTY can add, delete, and manipulate asset data allowing tracking and reporting of assets as necessary. Therefore, **THE RCI FIXED ASSET MANAGEMENT PROGRAM SOFTWARE SYSTEM IS PROVIDED AS AN INTEGRAL PART OF THE OVERALL PROJECT AT NO ADDITIONAL CHARGE TO THE COUNTY.**

The available data input fields for RCI's FAMP 11.1 Software System are:

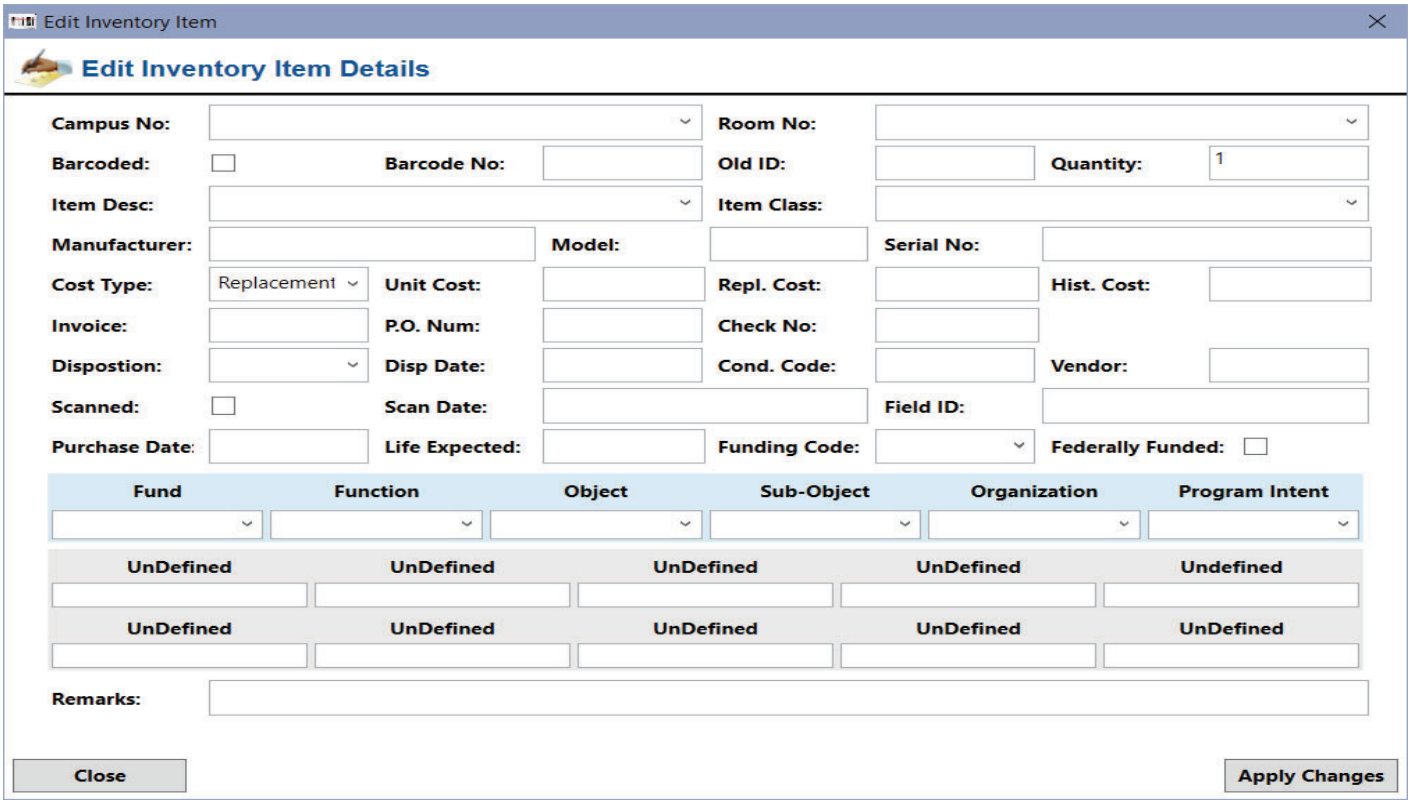
Campus Number	*Depreciation Method*	*Check Number*	*Remarks*
Building Number	*Condition Code*	*Vendor*	*Date Data Modified*
Room Number	*Cost*	*Program Codes*	*Cost-Code-ID*
Item Description	*Item Account Class*	*Funding Code*	*(Actual/Estimated)*
Federally Funded	*Quantity*	*Disposition Method*	*Salvage Value*
Serial Number	*Manufacturer*	*Disposition Date*	*Purchase Date*
Old ID Number	*Model*	*Useful/estimated life*	***10 User-Defined fields***
Bar Code Number	*Invoice Number*	*P.O. Number*	

The RCI FAMP 11.1 software system is also capable of depreciating asset values using the straight-line accounting method with a first month convention to ensure that you comply with GASB 34/35 guidelines. Our software will depreciate each item for the number of years of useful life based on the purchase date, salvage value (if any), and original cost. The software can filter for any desired capitalization level or Funding Source – for **EDGAR tracking and reporting**. In addition, the system can filter by category to allow depreciation of specific items, such as depreciating all maintenance equipment with a given value – for example, $2,500.00 or more.

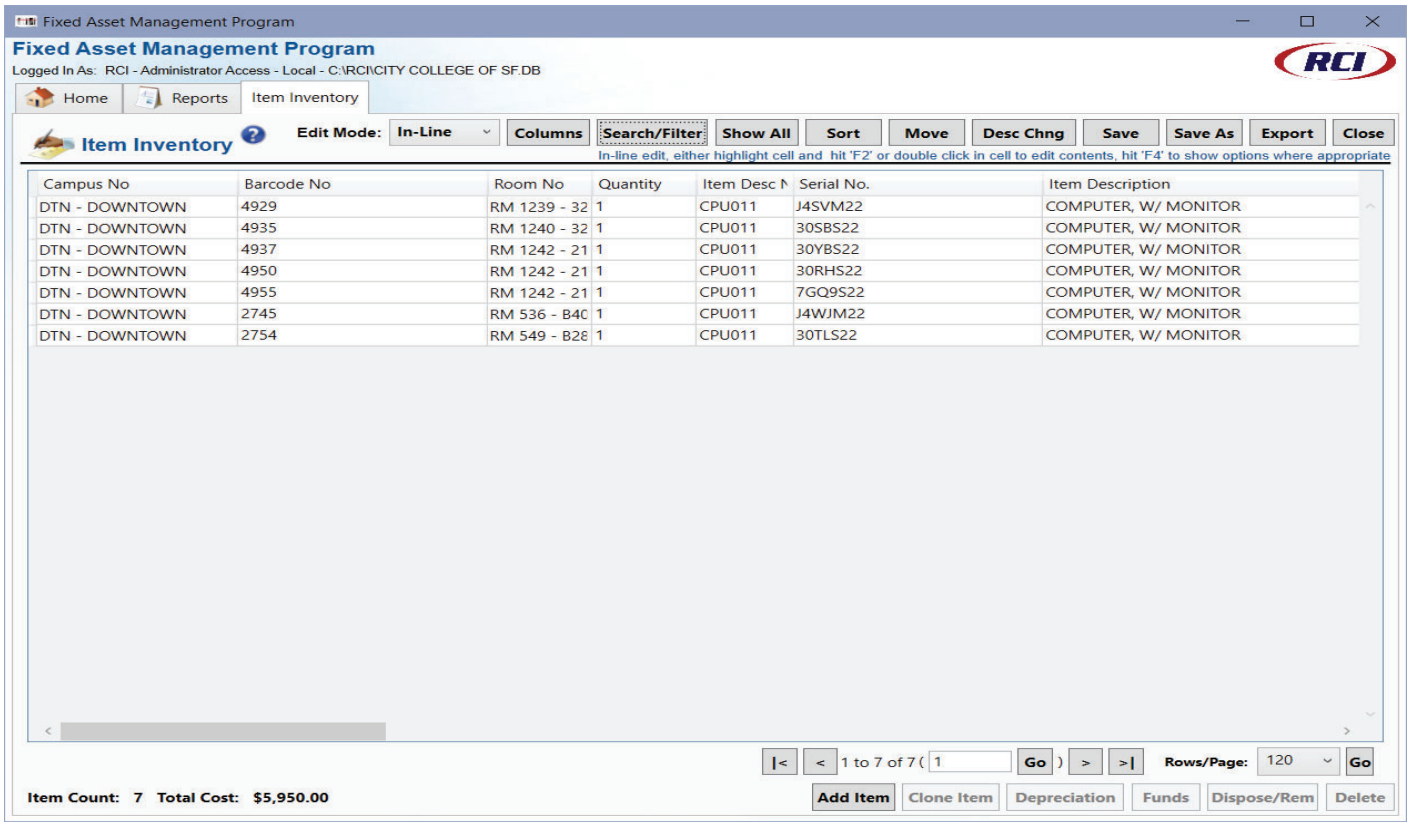
The RCI FAMP 11.1 software system comes with many pre-designed reports, as well as customizable reports.



Standard Mode



In-Line Mode



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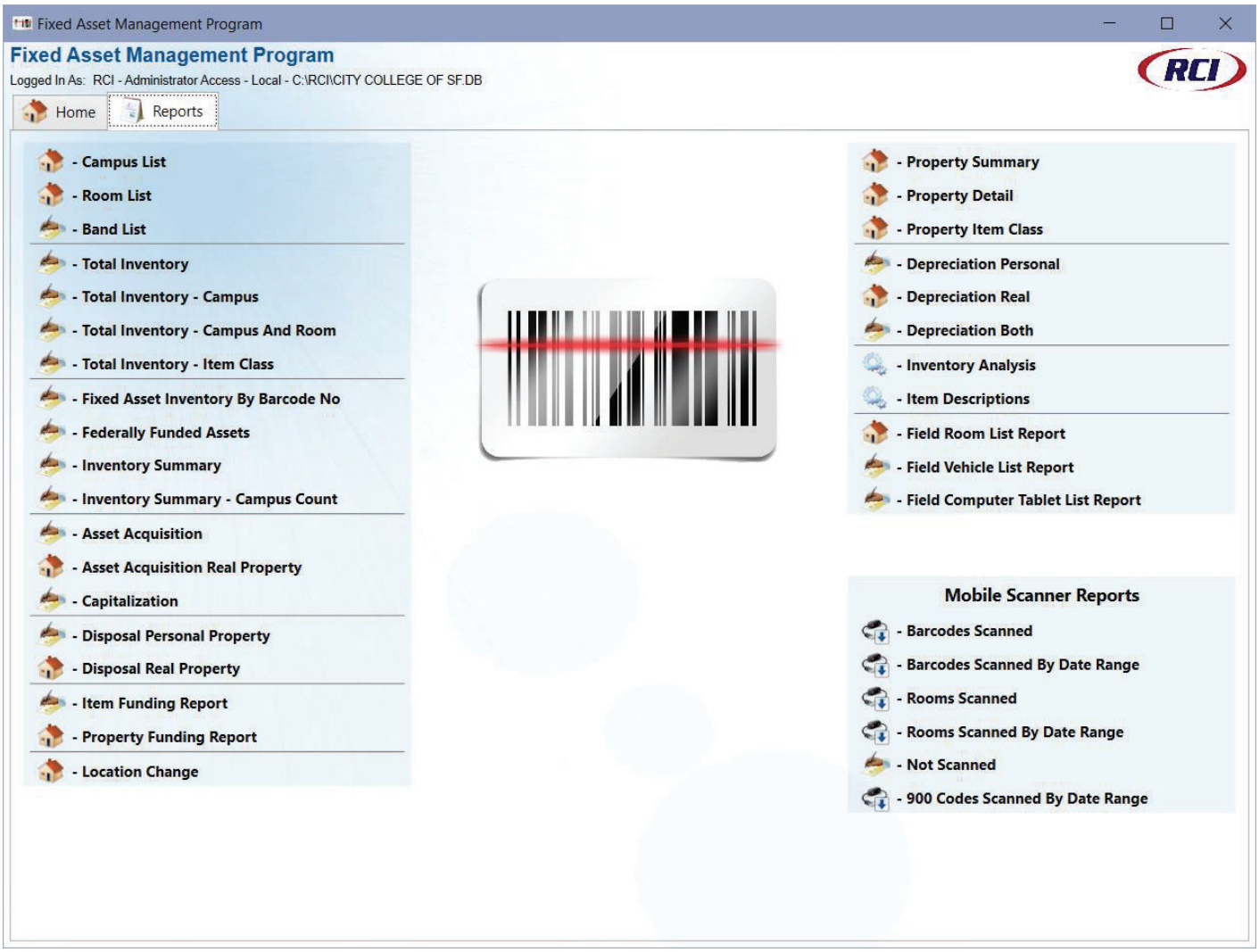

TIMELINE AND DETAILED DESCIPTION OF PROJECT STAGES

We anticipate this Asset Inventory effort will require one (1) on-site visit with the actual physical inventory requiring a team of four (4) experienced inventory specialists on-site at THE COUNTY facilities for approximately two (2) weeks.

The milestones and durations are as follows:

Expected Award of Contract:	TBD
Pre-Planning & Coordination:	From award through on-site project start (limited interaction required by THE COUNTY)
Pre-Planning Meeting:	2-4 weeks prior to on-site inventory
On-site Physical Inventory:	2 weeks – Mutually agreed dates must be set at least 30 days prior to start of on-site work.
Reconciliation and Cost Research:	1-2 weeks
Delivery of Data, Reports and Software:	1-5 days

The milestones above are intended to illustrate the effort and approximate duration required to complete and provide final deliverables to THE COUNTY. Coordination of actual project dates will commence upon award of contract. Upon award, RCI will begin the actual project scheduling. RCI will hold the kickoff meeting within thirty (30) days of the contract award. RCI requires thirty (30) days from the mutual agreement to start on-site inventory work. Upon completion of the physical on-site work, RCI will begin data processing, acquisition cost research, and quality control and will deliver final asset data/reports and FAMP 11.1 software within thirty (30) days of completion of on-site physical inventory.

DETAILED DESCRIPTION OF PROJECT STAGES

Pre-Inventory Planning Stage: During this stage of this project, RCI will work with THE COUNTY staff to plan and prepare for the upcoming on-site physical inventory. Activities include:

Initial Project Coordination – With THE COUNTY staff, we will review project scope and deliverables, an initial draft of guidelines for inventorying of assets, and an initial draft of the project schedule. RCI will gather location maps, facility schedules and existing asset data.

Pre-Planning Meeting – RCI will conduct an online preplanning meeting with THE COUNTY prior to the on-site work. During the meeting, RCI will be introduced to key THE COUNTY staff, and together we will review project scope and deliverables, and gather any remaining information necessary to complete the initial draft of the project schedule.

Development of Physical Inventory Schedule – RCI will complete the development of the initial schedule for the physical inventory and document any additional, specific guidelines inventorying assets.

Physical Inventory: Consistent and frequent communication is the key to success during this stage. The following schedule will be followed for the on-site inventory:

In-Brief – The RCI On-Site Senior Project Manager will review the schedule for the on-site inventory with THE COUNTY staff. At the meeting, we will address any questions that may have arisen since the pre-planning activities stage and make any necessary adjustments as needed.

Physical Inventory – The RCI Team will then conduct the on-site asset inventory on a wall-to-wall basis of each room in each facility in accordance with the scope and schedule. The RCI Team will arrive at each location, coordinate with THE COUNTY staff, and complete the inventory in accordance with the procedures outlined below:

Fixed Asset Tagging – If a qualifying asset does not contain a tag, or the tag is damaged or otherwise not readable, RCI will affix a new tag to the item. Any existing tags encountered will be captured as part of the data related to the asset. The RCI Team will record all available information - the description of the asset, asset tag identification number, manufacturer, model number, serial number, and location (room/ building/campus).

- **Room Codes and Other Physical Areas** – In addition to tagging and scanning assets, RCI will assign a unique room code to every room and physical area by placing a barcode on the inside door-jam leading into the room/location. This location code will be captured for each asset inventoried. This unique room number will ensure clarity of identification during future inventories by THE COUNTY staff personnel or by RCI.

- **Collection of Utilization Data** – Optionally, in conjunction with the physical inventory, RCI can collect information regarding the utilization of each asset to be added to the database. This information can be used, for example, to produce specific reports by funding source. This would be an additional service not currently included in the scope of this project, or the price proposed.

- **Daily Communications** – The RCI On-site Senior Project Manager will prepare a report detailing the activity performed the previous day and the schedule for the current day. This report will be provided to THE COUNTY staff each morning.

- **Out-Brief** – At the end of the physical inventory, the RCI On-site Senior Project Manager will review the accomplishments for the period with THE COUNTY staff. At the meeting, we will verify that all buildings/locations have been accounted for and address any concerns that the staff may have prior to our departure.

Data Processing & Quality Control – This stage includes the following activities:

- **Data Processing and Reconciliation** – All the data collected by the RCI On-site Teams will be brought back to our corporate office for data entry, quality review, and formatting. The data pertaining to the assets will be finalized in our FAMP 11.1 software system and a database will be populated based on the reconciliation of on-site fieldwork and all data supplied by THE COUNTY. RCI will then extract the raw data to Microsoft Excel and share that data with THE COUNTY staff for review. We will also prepare preliminary reports detailing assets found, missing assets, and assets by department, by type and by location.

- **Review, Adjustments and Re-Inventory Efforts (if necessary)** – Following review by THE COUNTY staff, RCI will complete any required adjustments and detail required re-inventory efforts if applicable.

- **Development of Acquisition and Cost Data** – As part of the project, RCI will gather and include in the asset database information related to the date of acquisition, original cost, funding source(s), etc. for each asset. This data is usually maintained in the client accounting and/or purchasing system. If desired, RCI can merge this data with the inventory data. Our process for this is:

    - **Actual Acquisition Costs** are the first choice to establish depreciation of assets, which include machinery and equipment, buildings, building improvements, land, and land improvements. To establish depreciation, the historical costs, dates of acquisition, useful lives, and salvage values (if any) are required. All readily available information will need to be supplied to RCI in a database in a Windows-importable format (ASCII, QDB, Excel, etc.). The data should be provided "comma delineated" and titled. Multiple data types cannot be contained within the same data field.

    - **Estimated Actual Costs** will be assigned to all items for which an acquisition date can be established, or for which actual historical costs are not found. When specific acquisition dates cannot be established, RCI will require that THE COUNTY staff assist in determining an estimated purchase date.

- **Estimated Acquisition Costs** are developed when we are unable to identify actual costs. We estimate original cost utilizing a normal valuation approach which entails estimating a replacement value and assigning to that value the reverse inflation indices based on the asset's classification and date of acquisition.

Re-Inventory of Facilities/Assets: If necessary, the RCI On-site Senior Project Manager and the senior members of the inventory team will return to inventory any facilities or assets not available during the scheduled inventory time. While it is possible that this effort may not be required, it is RCI's experience that on projects of this size, it is advised to plan for just such an effort.

Final Database/Reports Preparation – In this stage, the RCI Quality Control Manager and Team will review all reports associated with the data collected during the on-site field work, the reconciliation, and any modifications generated from the preliminary reports that were initially provided to THE COUNTY. This includes verifying calculations related to our research findings based on the data supplied by THE COUNTY, examining the reports for any ostensible misprints, "spot-check" client supplied data, and confirm the software system is producing reports properly and accurately.

Delivery of Fixed Asset Inventory, RCI FAMP 11.1 Software System and Asset Database – In this final stage of the project, RCI will provide THE COUNTY with the following:

- **Delivery of RCI Fixed Asset Management Program (FAMP) 11.1** – RCI provides our proprietary FAMP 11.1 software system, ***at no additional charge***, as part of the on-site physical inventory project. Our software program will allow you to track changes to your inventory, as needed. Your staff will be able to accomplish periodic inventories on individual locations, departments, or even by room. The data collected is uploaded directly into FAMP 11.1, enabling the system to produce a variety of reports.

- **Delivery of Fixed Asset Inventory in Microsoft Excel and Reports** – Data can be provided in Microsoft Excel, accompanied by hardcopy inventory reports if required, for assets by department and location. RCI will also provide technical support for creating extract files suitable for interfacing with THE COUNTY accounting systems.

COLLABORATION

RCI has in-depth experience in having performed hundreds of on-site asset inventory projects each year. We have encountered several obstacles that have the likelihood of impeding the inventory process. In an effort to reduce these potential problems, RCI has listed several action items that can help to alleviate any issues that may arise during the project.

RCI will require *limited* support by THE COUNTY staff to ensure the inventory project is accomplished:

- ✓ ***Assist*** by having one escort from THE COUNTY staff available during the actual physical inventory at each location.
- ✓ ***Provide*** appropriate support staff to access locked areas and equipment during the actual physical inventory.
- ✓ ***Notify*** all appropriate THE COUNTY staff of the physical inventory project so that they are not surprised by the arrival of the RCI Team and are aware that we will need to have access to all areas and assets.
- ✓ ***Supply*** fire escape plans (or other similar floor plans) and unusual asset lists to be included in the inventory at least two weeks prior to the beginning of the on-site portion of the project.
- ✓ ***Participate*** fully in all on-site planning and project coordination meetings.

During this engagement, RCI will:

- ✓ ***Communicate*** with THE COUNTY staff on inventory process, progress, procedure, and schedule as outlined in the RFP.
- ✓ ***Ensure*** all of RCI's employees:
  - Have passed initial and random drug screening tests
  - Have passed criminal background checks and national sex offender registry searches that can be provided to THE COUNTY. RCI uses a rap-back program for ongoing status updates.
  - Have been trained in all applicable confidentiality compliance issues
  - Will be uniformed and wear visible ID-badges while on-site
- ✓ ***Provide*** RCI-owned equipment (i.e. laptops, scanners, etc.) to use during the inventory process and to have the appropriate controls in place to ensure there is no transfer of computer viruses from our equipment to THE COUNTY owned computer equipment.
- ✓ ***Uphold*** exceptional care and attention to be non-disruptive and to not interfere with student testing or other student activities. RCI recognizes that Personal Items of students, staff and faculty are not included in the physical inventory. RCI will leave the areas as they found them. RCI will not unplug any equipment and will be responsible for repair or replacement of property damaged by RCI during the inventory process.

In addition, RCI is fully committed to Equal Employment Opportunity Commission (EEOC) policies and does not discriminate in practices or employment opportunities on the basis of an individual's race, color, national or ethnic origin, religion, age, sex, gender, sexual orientation, marital status, veteran status, disability, or any other proscribed category set forth in federal or state regulations.

National Cooperative Purchasing Agreements

Records Consultants, Inc. (RCI) is pleased to be an approved vendor of a nationwide purchasing cooperative - **BuyBoard Cooperative Purchasing (BuyBoard)**. RCI offers our services to BuyBoard members at negotiated discount rates. RCI's records management services and physical fixed asset inventory services are offered under **BuyBoard contract 716-23**. The purchasing cooperative is free to join and have an easy application process.

RCI fixed asset inventory and reconciliation services are offered at an hourly rate through BuyBoard's negotiated discount. The RCI approved/discounted rate for BuyBoard members is $170 per hour

RCI is offering Williamson County a fixed fee bid as described below for this project at a rate even below the negotiated BuyBoard rate. The extended discounts offered to Williamson County are based on the size of the project and the associated economies of scale. Williamson County is able to receive the offered rate provided in this proposal while still using the BuyBoard contract to demonstrate purchasing discounts.

The following table reflects the approximated rate and discounts offered to Williamson County based on the estimated labor hours associated with this project. The following pricing includes all labor, equipment and travel for the complete asset inventory and reconciliation project.

County-wide Physical Fixed Asset Inventory and Reconciliation Project

Included Services	Estimated Project Hours	Standard RCI Pricing	RCI BuyBoard Pricing	THE COUNTY Pricing
Physical Inventory Project	304	$ 57,560	$ 51,860	**$ 48,000**
FAMP 11.1 Software*				**No Fees**
Total Fees				**$ 48,000**

PROJECT FEES - 2026 ANNUAL UPDATE

RCI will perform the County-wide Fixed Asset Inventory and Reconciliation as described in the Scope of Work at all Williamson County locations for a fee of **$ 48,000.00** to include all labor, equipment, and travel. Significant deviations in the number of locations and facilities inventoried in this project may incur additional fees and will be negotiated with Williamson County in advance of services provided. RCI will require payments of $ 33,600.00 payable at the end of the on-site phase of this project and the remainder due upon delivery of the FAMP software (including all inventory data). Terms, net 10 days.

Items included are:	Fees
County-wide Fixed Asset Inventory & Reconciliation of fixed assets valued at $500 and greater	**$48,000.00**
Fixed Asset Management Program (FAMP 11.1 Software)	No Fee Applied

* Assumes same facilities & buildings for annual updates. New/additional facilities will incur additional fees and will be coordinated with the county prior to on-site work.

Payment Schedule:

Due upon completion of on-site inventory phase	$33,600.00
Balance due upon completion of project*	$14,400.00

*not to extend past 14 days of on-site completion

Name_____ Title_____

Signature_____ Date_____

Phone Number_____ Fax Number_____

Email_____ Purchase Order #_____

MULTI-YEAR COST AGREEMENT FOR 2027 & 2028 UPDATE INVNETORIES

RCI will perform the 2027 & 2028 County-wide Fixed Asset Inventory and Reconciliation Updates as described in the Scope of Work at all Williamson County locations for a fee of **$ 49,500.00** to include all labor, equipment, and travel. Significant deviations in the number of locations and facilities inventoried in this project may incur additional fees and will be negotiated with Williamson County in advance of services provided. RCI will require a payment of $ 34,650.00 payable at the end of the on-site phase of this project and the remainder due upon delivery of the FAMP software (including all inventory data). Terms, net 10 days.

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

County's Right to Audit. Records Consultants Inc 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 Records Consultants Inc. 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. Records Consultants Inc agrees that County shall have access during normal working hours to all necessary Records Consultants Inc. 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 Records Consultants Inc reasonable advance notice of intended audits.

Items included are:	Fees
County-wide Fixed Asset Inventory & Reconciliation (Follow-up On-site Inventories in 2027 & 2028*)	**$49,500.00 each**
Fixed Asset Management Program (FAMP 11.1 Software)	No Fee Applied

* Assumes same facilities & buildings for annual updates. New/additional facilities will incur additional fees and will be coordinated with the county prior to on-site work. Pricing requires completion of 2026, 2027, & 2028 inventories by September 2028.

Payment Schedule:

Due upon completion of on-site inventory phase	$34,650.00
Balance due upon completion of project*	$14,850.00

*not to extend past 14 days of on-site completion

Name_____ Title_____

Signature_____ Date_____

Phone Number_____ Fax Number_____

Email_____ Purchase Order #_____

LIABILITY INSURANCE COVERAGE CERTIFICATE

RCI is a privately owned corporation in strong financial condition with no current or past litigation. The following document is proof of RCI Liability Insurance coverage.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Helen Rocamontes
Marsh & McLennan Agency, LLC 131 Interpark Blvd. San Antonio, TX 78216	PHONE (A/C, No, Ext): 210-249-2312 FAX (A/C, No): E-MAIL ADDRESS: helen.rocamontes@marsh.com
MarshMMA.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Hartford Underwriters Insurance Company	30104
INSURER B :	National Liability & Fire Insurance Co	20052
INSURER C :	Texas Mutual Insurance Company	22945
INSURER D :	Argonaut Insurance Company	19801
INSURER E :		
INSURER F :		

INSURED
Record Consultants, Inc.
21288 Gathering Oak, Suite 110
San Antonio TX 78260

COVERAGES **CERTIFICATE NUMBER:** 75782185 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY			65SBAAZ3LVW	8/18/2023	8/18/2024	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,0000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY ✓ PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			73APS113376	8/18/2023	8/18/2024	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ✓ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	✓ Comp Ded. - $2,500 Collision Ded. - $2,500							$
E	UMBRELLA LIAB ✓ OCCUR			SCX1057823	8/18/2023	8/18/2024	EACH OCCURRENCE	$2,000,000
	✓ EXCESS LIAB CLAIMS-MADE						AGGREGATE	$2,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			0001195806	8/18/2023	8/18/2024	✓ PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Workers Comp Out of State AZ and AR			WC928898709444	8/18/2023	8/18/2024	$1,000,000/$1,000,000/$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Record Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh Wortham, a division of Marsh USA, Inc.

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75782185 | RECORCONSU2 | GL/AUTO/2 WC/EXCESS | Helen Rocamontes | 8/16/2023 4:08:24 PM (CST) | Page 1 of 1
This certificate cancels and supersedes ALL previously issued certificates.

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:
2025-1337624

Date Filed:
07/16/2025

Date Acknowledged:
07/16/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
RECORDS CONSULTANTS, INC.
SAN ANTONIO, TX United States

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

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.
2025309
Fixed Asset and Heavy Equipment Inventory

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is _____, _____, _____, _____, _____.
(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:
2025-1337624

Date Filed:
07/16/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
RECORDS CONSULTANTS, INC.
SAN ANTONIO, TX United States

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

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.
2025309
Fixed Asset and Heavy Equipment Inventory

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is SUSIE HERNANDEZ, 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 BEXAR County, State of TEXAS, on the 16 day of JULY (month), 20 25 (year).

S Hernandez
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **27.**

Meeting Date: 09/16/2025

Approval of ILA #2026-004 for 9-1-1 Geographic Information Systems Database Management with Capital Area Council of Governments (CAPCOG) for Information Services

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Interlocal Agreement (ILA) #2026-004 between Williamson County and Capital Area Council of Governments (CAPCOG) for 9-1-1 Geographic Information Systems Database Management, and authorizing the execution of the agreement.

Background

This ILA is the annual agreement between Williamson County and CAPCOG for the delivery of 9-1-1 Geographic Information Systems Data. It is the County's system for 9-1-1 Database and Addressing Programs in the Technology Services Department FY26. This agreement first requires the County's signature as it originated with CAPCOG. Origination #3402. The department point of contact is George Strebel. Form 1295 is not required for Interlocal Agreements between public agencies.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA Redacted

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/09/2025 09:29 AM
Form Started By: Barbi Hageman		Started On: 09/02/2025 11:35 AM
Final Approval Date: 09/09/2025		

CAPITAL AREA COUNCIL OF GOVERNMENTS INTERLOCAL AGREEMENT FOR 9-1-1 GEOGRAPHIC INFORMATION SYSTEM DATABASE MANAGEMENT FY 2026

Sec. 1. Parties and Purpose

1.1. The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code. One of CAPCOG's functions includes the operation of the Capital Area Emergency Communications District ("CAECD" or "the District") a regional emergency communications district of the State of Texas organized and operating under Chapter 772, Subchapter G of the Health and Safety Code, as amended. On behalf of the District, CAPCOG desires to ensure the highest quality in its 9-1-1 Geographic Information System (GIS) data in order to ensure the success of the region's transition to Next Generation 9-1-1 emergency communications service within the District.

1.2. For the purpose of carrying out CAPCOG's duties and obligations under this agreement, the parties understand and agree that references to CAPCOG includes its employees, officers, directors, volunteers, agents (including the Capital Area Council of Governments – CAPCOG), and their representatives, individually, officially, and collectively.

1.3. Williamson County ("PUBLIC AGENCY") is a Texas County that has agreed to participate in maintaining and updating the district's 9-1-1 GIS database and exercises its authority under Sec. 251.013 of the Texas Transportation Code to name public roads and assigning address numbers to property located in unincorporated areas of the county.

1.4. CAPCOG has received funding in order to compensate the PUBLIC AGENCY for the work required to maintain and update the district's 9-1-1 GIS database.

1.5. The services required by PUBLIC AGENCY are available from only one responsible source and no other type of supplies or services will satisfy CAPCOG requirements. Therefore, full and open competition need not be provided.

1.6. This Contract is entered into under chapter 791 of the Texas Government Code.

Sec. 2. Goods and Services

2.1. PUBLIC AGENCY agrees to provide CAPCOG the goods and services described in Attachment A, Scope of Work in accordance with the data requirements in Attachment B and the budget as itemized in Sec. 4.

Sec. 3. Term of Contract

3.1. This contract begins on October 1, 2025, and ends on September 30, 2026, unless sooner terminated under Sec. 14, or extended by mutual agreement of both parties.

Sec. 4. Contract Price and Payment Terms

4.1. CAPCOG agrees to compensate PUBLIC AGENCY for the goods and services provided under this Contract in the amount of $511,079.20.

4.2. PUBLIC AGENCY agrees to submit invoices for the exact amounts indicated, quarterly activity reports, and other documents as required to CAPCOG for deliverables outlined in Attachment A according to the following schedule:

a. Quarterly Option:

October 1, 2025 – December 31, 2025: $127,769.80, continuity plan, budget estimate, invoice and quarterly activity report due by close of business, Monday, January 12, 2026;

January 1, 2026 – March 31, 2026: $127,769.80, invoice and quarterly activity report due by close of business, Monday, April 13, 2026;

April 1, 2026 – June 30, 2026: $127,769.80, invoice and quarterly activity report due by close of business, Monday, July 13, 2026; and

July 1, 2026 – September 30, 2026: $127,769.80, invoice and quarterly activity report due by close of business, Monday, October 12, 2026.

4.3. Timely submission of invoices will be considered in CAPCOG's evaluation of PUBLIC AGENCY's performance of this ILA, and CAPCOG reserves the right to reject any invoice submitted after the due date.

4.4. PUBLIC AGENCY agrees to certify each invoice as follows:

a. PUBLIC AGENCY certifies that this invoice is correct and complete, that the amount requested has not been received.

b. PUBLIC AGENCY agrees to submit a quarterly activity report along with each invoice in accordance with the scope of work in Attachment A. If CAPCOG determines that PUBLIC AGENCY has not met performance expectations described in Attachment A, CAPCOG will provide a written explanation to PUBLIC AGENCY, and PUBLIC AGENCY agrees to provide, within five business days, a comprehensive explanation of the performance deficiency and a plan for achieving performance targets during the next quarter.

4.5. CAPCOG agrees to pay PUBLIC AGENCY the amount owed on each invoice within 30 calendar days after CAPCOG determines that the PUBLIC AGENCY has fulfilled its obligations for the quarter in accordance with Attachment A.

Sec. 5. Independent Public Agency

5.1. PUBLIC AGENCY is not an employee or agent of CAPCOG, but it performs this contract solely as an independent contractor.

Sec. 6. Assignment and Subcontracting

6.1. Except as described herein, PUBLIC AGENCY may not assign its rights or subcontract its duties under this contract without the prior written consent of CAPCOG. An attempted assignment or subcontract in violation of this Sec. 6.1 is void.

6.2. If CAPCOG consents to PUBLIC AGENCY's subcontracting of duties, each subcontract is subject to all the terms and conditions of this ILA, and PUBLIC AGENCY agrees to furnish a

copy of this ILA to each subcontractor and furnish, upon request, a copy of PUBLIC AGENCY's contract with any subcontractor to CAPCOG.

6.3. If PUBLIC AGENCY wishes to assign the role of project representative to anyone other than a PUBLIC AGENCY employee to serve as its project representative for this ILA, it shall provide documentation to CAPCOG that the subcontractor consents to serve in this capacity.

Sec. 7. Liability Insurance

7.1. PUBLIC AGENCY agrees to maintain throughout the term of this contract sufficient insurance coverage to meet the following requirements:

a. Commercial general liability insurance with the minimum coverages of $100,000 for each occurrence, $300,000 annual aggregate, and $100,000 excess liability coverage.

b. Texas workers' compensation insurance with coverage satisfying the statutory requirements plus Employers' Liability insurance with minimum coverages per employee of $100,000 for bodily injury and $300,000 for disease for each accident; and

c. Comprehensive automobile liability insurance with limits of at least $300,000 combined single limit for bodily injury and property damage for each occurrence.

d. If PUBLIC AGENCY's insurance policies are not written for amounts specified above, PUBLIC AGENCY 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 the primary coverage.

7.2. PUBLIC AGENCY agrees to name CAPCOG as an additional insured on each of the insurance policies, except the worker's compensation policy, maintained under Sec. 7.1.2. Each of PUBLIC AGENCY's insurance policies maintained under Sec. 7.1 must contain provisions (1) that the SUBRECIPIENT will notify CAPCOG least 30 calendar days in advance of (i) cancellation or nonrenewal of the policy, (ii)or any reduction in the policy amounts., and (iii) deletion of CAPCOG as an additional insured; and waivers of subrogation in CAPCOG's favor.

7.3. PUBLIC AGENCY agrees to furnish CAPCOG a copy of the declarations page or a certificate of insurance for each insurance policy maintained under Sec. 7.1 within 30 calendar days after the effective date of this contract.

Sec. 8. Indemnification

8.1. PUBLIC AGENCY agrees at its own expense to defend CAPCOG, its governing body members, officers, employees, and agents against any claim, suit, or administrative proceeding, and to indemnify them against any liability (including all expenses and reasonable counsel fees incurred), to the extent arising out of any intentional, grossly negligent, or negligent act or omission of PUBLIC AGENCY 's governing body member, officer, employee, or agent under this contract.

8.2. If PUBLIC AGENCY is served with process in a suit or proceeding described in Sec. 8.1, PUBLIC AGENCY agrees promptly to furnish CAPCOG with a copy of the process.

8.3. PUBLIC AGENCY agrees that its obligations under Secs. 8.1 and 8.2 apply to causes of action accruing during the term of this contract, and that for this purpose the obligations will survive the ending or early termination of this contract.

Sec. 9. Records and Inspections

9.1. PUBLIC AGENCY agrees to maintain records adequate to document its performance, costs, and receipts under this contract. PUBLIC AGENCY agrees to maintain these records at PUBLIC AGENCY's office address described in Attachment C.

9.2. Subject to the additional requirement of Sec. 9.3, PUBLIC AGENCY agrees to preserve the records for five years after receiving its final payment under this contract.

9.3. If an audit of or information in the records is disputed or the subject of litigation, PUBLIC AGENCY agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the ending or early termination of this contract.

9.4. CAPCOG is entitled to inspect and copy, during normal business hours at PUBLIC AGENCY's offices where they are maintained, the records maintained under this contract for as long as they are preserved.

9.5. CAPCOG is also entitled to visit PUBLIC AGENCY's offices and talk to its personnel during normal business hours to assist in evaluating its performance under this contract.

Sec. 10. Proprietary or Confidential Information

10.1. All information in CAPCOG's possession is public information and is subject to disclosure to third parties upon request, unless exempted from disclosure by the Texas Public Information Act.

10.2. If PUBLIC AGENCY believes that information it submits to CAPCOG is proprietary or confidential and is not disclosable to a third party, PUBLIC AGENCY must clearly mark the information as proprietary or confidential and inform CAPCOG in writing that PUBLIC AGENCY will contest disclosure of the information if disclosure is requested under the Texas Public Information Act.

10.3. If the allegedly proprietary or confidential information is clearly marked as such and CAPCOG was informed of PUBLIC AGENCY's desire to keep the information confidential, CAPCOG agrees to use the information only in performing this contract and to take reasonable precautions to protect the information from unauthorized disclosure to third parties. CAPCOG agrees to refuse to disclose the information, if requested to do so under the Texas Public Information Act, and instead to request an Attorney General's decision on whether the information may be disclosed. CAPCOG agrees to inform PUBLIC AGENCY of any request for disclosure of the information under the Texas Public Information Act.

10.4. CAPCOG's sole obligation to protect allegedly proprietary or confidential information submitted by PUBLIC AGENCY is described in this Sec. 10.

Sec. 11. Intellectual Property

11.1. For purposes of this Sec. 11, "intellectual property" means a discovery or invention for which patent, trademark, or trade secret rights may be acquired; designs, plans, maps, computer programs, reports, manuals, or other copyrightable materials; and any other materials in which intellectual property rights have been or may be acquired.

11.2. Unless specifically identified in accordance with Sec. 11.3, CAPCOG will hold an exclusive right to all intellectual property produced under this contract.

11.3. If PUBLIC AGENCY creates intellectual property in the performance of this contract or purchases intellectual property with contract funds, PUBLIC AGENCY shall promptly notify CAPCOG of the creation or purchase and supply CAPCOG with sufficient technical detail to identify the property and describe its likely applications.

11.4. CAPCOG reserves an irrevocable, nonexclusive, and royalty-free right to use, reproduce, copy, sell, or license, and to license others to use, reproduce, copy, sell, or license, for a governmental purpose, any intellectual property created in the performance of this contract and to use, reproduce, or copy data purchased with contract funds.

Sec. 12. Applicable Law

12.1. In carrying out this contract, PUBLIC AGENCY agrees to comply with all applicable laws. This Contract is governed by and shall be construed in accordance with the laws of the State of Texas.

12.2. To the extent that conditions are attached to any source of funding that CAPCOG uses to pay for this contract flows down to sub-contracts, those provisions also apply to this contract.

Sec. 13. Suspension or Termination of Contract for Unavailability of Funds

13.1. PUBLIC AGENCY acknowledges that CAPCOG is a governmental entity without taxing power and agrees that CAPCOG may suspend its payment obligations under or terminate this contract in whole or part if CAPCOG learns that funds to pay for all or part of the goods or services will not be available at the time of delivery or performance. If CAPCOG suspends or terminates only part of this contract for unavailability of funds, PUBLIC AGENCY agrees to perform the unsuspended or unterminated part if CAPCOG so requests.

13.2. CAPCOG suspends or terminates this contract for unavailability of funds by giving PUBLIC AGENCY notice of the suspension or termination, as soon as it learns of the funding unavailability, specifying the suspension or termination date, which may not be fewer than 10 business days from the notice date, and describing the part or parts suspended or terminated. The contract is suspended or terminates on the specified termination date.

13.3. If this contract is suspended or terminated for unavailability of funds under this Sec. 13, PUBLIC AGENCY is entitled to compensation for the services it performed before it received notice of suspension or termination. However, CAPCOG is not liable to PUBLIC AGENCY for costs it paid or incurred under this contract after or in anticipation of its receipt of notice of suspension or termination.

Sec. 14. Termination for Breach of Contract

14.1. If PUBLIC AGENCY or CAPCOG breaches a material provision of this contract, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so, the parties may agree to terminate the contract or either party may invoke the dispute resolution process of Sec. 14.

14.2. Termination for breach under this Sec. does not waive either party's claim for damages resulting from the breach.

Sec. 15. Suspension or Termination of Contract for Convenience

15.1. CAPCOG may, upon providing at least 10 days' written notice to PUBLIC AGENCY, partially or fully suspend or terminate this contract for convenience. Termination shall not prejudice any other right or remedy of CAPCOG or PUBLIC AGENCY. PUBLIC AGENCY may request reimbursement for conforming work and timely, reasonable costs directly attributable to termination. PUBLIC AGENCY shall not be paid for work not performed, loss of anticipated profits or revenue, consequential damages or other economic loss arising out of or resulting from termination. If CAPCOG suspends or terminates only part of this contract, PUBLIC AGENCY agrees to perform the unsuspended or unterminated part if CAPCOG so requests.

Sec. 16. Dispute Resolution

16.1. The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Sec. 16, toll the statute of limitations, or seek an injunction, until they have exhausted the procedures set out in this Sec. 16.

16.2. At the written request of either party, each party shall appoint one nonlawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

16.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party shall pay half the cost of the Center's mediation services.

16.4. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

Sec. 17. Notice to Parties

17.1. Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party: (1) when it is acknowledged as received via email by the intended recipient; (2) when it is delivered to the party personally; (3) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in Sec. 17.2 and signed on behalf of the party; (4) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Sec. 17.2; or (5) one business day after it is submitted by email to the party's email address specified in Sec. 17.2.

17.2. CAPCOG's address is [redacted], Attention: [redacted] PUBLIC AGENCY'S mailing address is [redacted], [redacted]

17.3. A party may change its address or email address by providing notice of the change in accordance with Sec. 17.1.

Sec. 18. Conflict of Interest

18.1. Chapter 176 of the Texas Local Government Code requires PUBLIC AGENCYs and consultants seeking to do business with CAPCOG to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with a CAPCOG officer or an officer's close family member. The required questionnaire and instructions are located at the Texas Ethics Commission website www.ethics.state.tx.us/forms/CIQ.pdf. CAPCOG officers include the Executive Committee and Executive Director, who are listed on the CAPCOG website. The CIQ must be completed and filed with a bid, request for proposal or quote, if an employment or business relationship defined in the law exists.

Sec. 19. Gift to Public Servant

19.1. PUBLIC AGENCY warrants that it has not given, offered to give, nor does it intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Agreement.

Sec. 20. Equal Opportunity

20.1. PUBLIC AGENCY will be required to comply with all Equal Employment Opportunity laws and regulations.

Sec. 21. Title VI Requirements

21.1. PUBLIC AGENCY is required to comply with all requirements imposed by Title VI of the Civil Rights Acts of 1964 (49 U.S.C. Sec. 2000d), the regulations of DOT issued hereunder (49 C.F.R. part 21), and the assurances by CAPCOG thereto.

Sec. 22. Miscellaneous

22.1. Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

22.2. This contract shall be construed and interpreted in accordance with the laws of the State of Texas. Venue for all disputes hereunder shall be solely in Travis County.

22.3. CAPCOG is a governmental agency and is exempt from payment of sales tax. Unless CAPCOG's request for quote or specifications specifically indicate otherwise, the price bid must be net exclusive of the previously mentioned taxes.

22.4. If the total amount of this Agreement is in excess of $100,000, and if the PUBLIC AGENCY is required to make a certification pursuant to Texas Government Code, Sec. 2274.002 (as added by Acts 2021, 87th Leg., R.S., S.B. 13, § 2), the PUBLIC AGENCY certifies that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement. If the PUBLIC AGENCY does not make that certification, the PUBLIC AGENCY must state why the certification is not required.

22.5. The PUBLIC AGENCY represents that neither the PUBLIC AGENCY, nor any affiliate of the PUBLIC AGENCY, (i) is an entity listed by the Texas Comptroller of Public Accounts under Texas Government Code, Secs. 2252.153 or 2270.0201; (ii) constitutes a "scrutinized company" as defined by Texas Government Code, Sec. 2270.0001 (9); or (iii) has contracts with, provides supplies or services to, or is otherwise engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Texas Government Code, Sec. 2252.152.

22.6. PUBLIC AGENCY understands that CAPCOG will adhere to the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing - Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, and PUBLIC AGENCY certifies that it and its principals are eligible to participate in this Agreement and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity; that it is in compliance with Texas statutes and rules; and that it is not listed on the federal government's terrorism watch list.

22.7. If the total amount of this Agreement is in excess of $100,000, and if the PUBLIC AGENCY is required to make a certification pursuant to Texas Government Code, Sec. 2274.002 (as added by Acts 2021, 87th Leg., R.S., S.B. 19, § I), the PUBLIC AGENCY certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. If the PUBLIC AGENCY does not make that certification, the PUBLIC AGENCY must state why the certification is not required.

22.8. If the total amount of this Agreement is in excess of $100,000, and if the PUBLIC AGENCY is required to make a certification pursuant to Texas Government Code, Sec. 2271.002, the PUBLIC AGENCY certifies that the PUBLIC AGENCY: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.

22.9. If the total amount of this Agreement is in excess of $100,000, PUBLIC AGENCY certifies that it will not use and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. PUBLIC AGENCY also agrees to disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award or contract.

22.10. If the total amount of this Agreement is in excess of $150,000, the PUBLIC AGENCY certifies it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 740l-7671q) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387).

22.11. The PUBLIC AGENCY represents and warrants that it will comply with Sec. 6002 of the federal Solid Waste Disposal Act (42 USC§ 6962), as amended by the Resource Conservation and Recovery Act, and Title 40, Pa11 247 of the Code of Federal Regulations.

22.12. To the extent applicable, PUBLIC AGENCY represents and warrants that it will buy Texas products, services, and materials for use in providing the services authorized herein when such products, services, and materials are available at a comparable price and in a comparable period of time when compared to non-Texas products, services, and materials.

22.13. This contract states the entire agreement of the parties, and may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal and State law or regulations are automatically incorporated into this contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

22.14. This contract is executed through signatures affixed electronically or scanned by both parties and transmitted electronically.

Sec. 23. Attachments

23.1 The following Attachments are part of this Contract:

A. Scope of Work

B. CAPCOG Next Generation 9-1-1 GIS Data Requirements

C. Project Representatives and Records Location

Signatures

Williamson County

By _____

Steven Snell
County Judge

Date _____

_____
Date of Governing Board Approval
(if Entity is a County)

Capital Area Council of Governments

By _____

Chris Miller
Executive Director

Date _____

Attachment A: Scope of Work

Overview

The goal of this scope of work is to facilitate the exchange of geospatial information between PUBLIC AGENCY and CAPCOG to help ensure efficient and accurate response to emergency calls and text messages in all areas of the Capital Area Emergency Communications District (CAECD). In order to accomplish this:

1. Calls and texts must be routed to the correct public safety answering point (PSAP)
2. The correct emergency service provider must be dispatched to the appropriate location
3. The emergency responders must be able to know the most efficient route to reach that location.

Definitions

Core 9-1-1 GIS data terminology:

1. **9-1-1 GIS Database**: The geospatial database maintained and updated by the PUBLIC AGENCY that includes, at a minimum, all address points (SSAPs), road centerlines (RCLs), PSAP boundaries, Emergency Service Boundaries (ESBs), Emergency Service Zones (ESZs) boundaries, and city limit (municipal) boundaries for the PUBLIC AGENCY's Provisioning Boundary.
2. **Data Layer**: Also known as a Feature Class, is a group of geographic features that reside in a table of information with corresponding locations on the earth (map) represented as either points, lines, or polygons.
3. **Feature Class**: See Data Layer.
4. **Address Points (SSAPs)**: A data layer of points identifying sites or structures associated with a street address, or the location of access to a site or structure but may also represent landmarks.
5. **Road (Street) Centerlines (RCLs)**: A data layer of lines estimating the centerline of a roadway that contains information such as road name, road classification, and address range.
6. **City Limit (Municipal) Boundary**: A polygon data layer representing the geographic extent of a city's administrative boundary, not including any extra-territorial jurisdiction. Updates to City Limit boundaries are used to update PSAP, ESB, and ESZ boundaries.
7. **Automatic Location Information (ALI) Database**: A tabular database of landline telephone numbers with associated location information used to route 9-1-1 calls to a PSAP.
8. **Legacy Master Street Address Guide (MSAG) Database:** A tabular database of street names and house number ranges within their associated communities defining ESZs and their associated Emergency Service Numbers (ESNs) to enable proper routing of 9-1-1 calls.
9. **Topology:** The spatial relationships between adjacent or neighboring features.
10. **Performance Standard Accuracy**: The minimum accuracy rate that must be achieved in each of the Data Hub, EGDMS, and CAPCOG quality control reports.
11. **Positional Accuracy**: The measure of how an object is accurately positioned on the map with respect to its true position on the ground or its intended designation.

Specialized NG9-1-1 GIS terminology:

1. **Provisioning Boundary**: The authoritative polygon data layer that defines the PUBLIC AGENCY's geographic area of 9-1-1 GIS responsibility. This should be the entire extent of the PUBLIC AGENCY's administrative boundary, plus any other adjacent areas or minus areas within its administrative boundaries as agreed to between the PUBLIC AGENCY and another city or county. Provisioning boundaries may only be modified with express written concurrence between the PUBLIC AGENCY, adjacent PUBLIC AGENCIES, and CAPCOG.

   The Provisioning Boundary should include the area that the PUBLIC AGENCY assigns address points and road names under its own authority, plus any other areas that the PUBLIC AGENCY does not have such authority, but with which it has entered into an exclusive agreement to obtain this information for the 9-1-1 GIS database. Situations that may warrant a change to a Provisioning Boundary include (but are not limited to): municipal annexations, disannexations, consolidation of two or more municipalities, formation of new municipalities, changes in PSAP service areas, and changes in emergency responder service areas.

2. **PSAP boundary**: The authoritative polygon data layer representing the geographic area within a Provisioning Boundary served by a single 9-1-1 call center (a PSAP), to which all emergency requests are initially routed.
3. **Emergency Service Boundary (ESB)**: A polygon data layer that represents the geographic area of responsibility for emergency response providers within the geographic extent of the Provisioning Boundary. Each 9-1-1 GIS database includes, at a minimum, a law ESB layer, a fire ESB layer, and an Emergency Medical Services (EMS) ESB layer.
4. **Emergency Service Zone (ESZ)**: A polygon data layer representing the area within a Provisioning Boundary served by a unique combination of police, fire, and EMS responders.
5. **Database Schema**: Also known as Data Model, is the database structure with regard to field properties, including data type, field value constraints, etc. Converting one database schema to another involves field-matching (field-mapping) and other compatibility considerations.
6. **Geo-MSAG**: A geospatially-based database that replaces the Legacy MSAG and is created and managed using a road centerline GIS dataset. A city or county must first transition from a traditional tabular MSAG to a Geo-MSAG before it can transition to NG9-1-1. In order to qualify to initiate the transition to a Geo-MSAG, a county must achieve at least 98% match between ALI to RCL records as described later in this document.
7. **Globally Unique IDs (GUIDs)**: A unique identifier that is assigned to each record (feature) in a PUBLIC AGENCY's 9-1-1 GIS database; a GUID uniquely identifies a feature both within the PUBLIC AGENCY's 9-1-1 GIS database Provisioning Boundary and across all 9-1-1 GIS databases.

Quality Control terminology:

1. **Enterprise Geospatial Data Management System (EGDMS)**: A cloud-based quality control platform provided by AT&T/Intrado used for identifying critical errors that affect call and dispatch routing that will be used by the PUBLIC AGENCY to provision (determines acceptable) data to CAPCOG's NG9-1-1 system for call routing. EGDMS does not assess "significant" errors that affect dispatch.
2. **Data Hub**: A cloud-based quality control platform provided by GeoComm that, in addition to being able to identify critical errors, can also identify "significant" and "other" errors in a PUBLIC AGENCY's 9-1-1 GIS database. Data Hub is the system that will provide data to a call taker's map display.

3. **New Error**: Any error present in the PUBLIC AGENCY's 9-1-1 GIS database update for the first time.
4. **Legacy Error**: Any error in the PUBLIC AGENCY's 9-1-1 GIS database update that was also present in a preceding update.
5. **Accuracy Rate**: The percentage of features that Data Hub, EGDMS, and CAPCOG quality control reports each indicate are free of critical or significant errors and match a related database.
6. **Error Rate**: The percentage of features that Data Hub, EGDMS, and CAPCOG quality control reports indicate have critical or significant errors, or that do not match a related database.
7. **Critical Error**: Any error in the PUBLIC AGENCY's 9-1-1 GIS database assessed by EGDMS or Data Hub that cause, or have a potential of causing, a critical fault in the routing of a 9-1-1 emergency service request call or text to the correct PSAP; the EGDMS system prevents data with critical errors from being uploaded to the NG9-1-1 system. Examples include (but are not limited to) gaps and overlaps between several of the data layers described above.
8. **Significant Error**: Any error in the PUBLIC AGENCY's 9-1-1 GIS database update found by GeoComm's Data Hub quality control software that cause, or have a potential of causing, a critical fault in Computer-Aided Dispatch (CAD) mapping platforms or other related systems.
9. **Other Error**: Any error in the PUBLIC AGENCY's 9-1-1 GIS database identified by GeoComm's Data Hub quality control software other than a "critical" or "significant" error.
10. **Quality Control Reports**: Any of the reports generated by Data Hub, EGDMS, or CAPCOG that evaluates a Feature Class provided by PUBLIC AGENCY and indicates critical, significant, or other errors as well as additional information that evaluates the quality of the data entered relative to requirements for NG9-1-1.
11. **Comprehensive Performance Report**: A monthly CAPCOG produced report that details accuracy and error rates as they relate to the defined performance standards for critical and significant errors. The report will also provide metrics for ALI to RCL and SSAP match rates, legacy errors, and unique features with errors.

General Terminology

1. **Submission Window:** The period of time during which PUBLIC AGENCY can upload Feature Class datasets to CAPCOG to be included in the 9-1-1 database. It is defined as ending at the end of the first day of each month and beginning at the start of the day five days prior to the first day of the month.
2. **Quarterly Report:** A report provided by PUBLIC AGENCY each quarter that indicates the work performed on the 9-1-1 GIS database over the course of the previous quarter. This report is used in conjunction with the PUBLIC AGENCY's invoice in order for CAPCOG to provide reimbursement to the PUBLIC AGENCY.

Qualifications

PUBLIC AGENCY represents and warrants that all personnel assigned to perform 9-1-1-related tasks possess the requisite qualifications to effectively carry out such duties. For the purposes of this agreement, personnel shall be deemed qualified if they have a minimum of one (1) year of experience utilizing ESRI ArcGIS Pro software and receive certification by successfully completed training provided by CAPCOG.

Task 1: Basic Work

Task 1 involves information gathering and data preparation needed for the 9-1-1 GIS database.

Task 1.A.

PUBLIC AGENCY shall constantly maintain a comprehensive record of 9-1-1 related information needed for complete and updated 9-1-1 GIS database records in the formats specified for each Feature Class in Attachment B for all areas within the PUBLIC AGENCY's Provisioning Boundary consisting of:

1. Street Addresses
2. Roads
3. Municipal boundaries
4. Police ESB
5. Fire ESB
6. Emergency Medical Service ESB
7. ESZs

Data submitted by PUBLIC AGENCY must adhere to requirements for Feature Class datasets specified in Attachment B.

Task 1.B.

PUBLIC AGENCY shall enter into and maintain agreements with all other local governments with the authority to assign address points, assign road names and address ranges, alter municipal boundaries, or change the geographic coverage of emergency service providers in order to ensure that these entities provide such data to PUBLIC AGENCY in a timely manner. When such changes occur, PUBLIC AGENCY shall provide CAPCOG with adequate advance notice of any substantive changes that could or should affect PSAP boundaries, ESB boundaries, provisioning boundaries, or any sub-contracting in order for an orderly transition as a result of any pending new agreement, amendment, or agreement termination. PUBLIC AGENCY shall submit a copy of each of these agreements to CAPCOG no later than October 6, 2025.

Task 1.C.

If CAPCOG identifies any situations in which a road centerline is coincident with a Provisioning Boundary, PUBLIC AGENCY is responsible for coordinating with any adjacent agencies sharing responsibility for that road centerline to determine which agency will be responsible for maintaining which portions of the road centerline data to avoid duplication.

Task 1.D.

At least once a month, PUBLIC AGENCY shall back up the 9-1-1 GIS database and store it in a secure place. PUBLIC AGENCY shall include a record of the dates the database was backed up in the activity reports that are required to be submitted with quarterly invoices.

Task 1.E.

PUBLIC AGENCY shall be responsible for conveying any relevant information from CAPCOG regarding 9-1-1 GIS database integrity to other local governments and governmental entities partially or wholly within its Provisioning Boundary.

Task 1.F.

PUBLIC AGENCY shall provide to CAPCOG information from any County Commissioners' Court meetings or City Council meetings that would affect PUBLIC AGENCY's performance of this contract, including (but not limited to) changes to PSAPs, ESBs/ESZs, annexation, or subcontracting. PUBLIC AGENCY's Project Representative is expected to keep track of County Commissioners Court and City Council meeting agendas to determine if an item may affect the performance of this contract and notify CAPCOG's project representative of any such issues as soon as possible, but no later than 2 days prior to the Commissioners Court or City Council meeting. Such information includes, but is not limited to, annexation notices, disannexation notices, and interlocal agreements related to emergency services and coverage areas. To the extent possible, CAPCOG will use the ESB and ESZ data submitted by the PUBLIC AGENCY in the 9-1-1 system. However, CAPCOG reserves the right to make adjustments to these data and/or reinstate prior versions if the data submitted by PUBLIC AGENCY are found to have errors. Regardless of any such changes made by local governments within their Provisioning Boundary, those changes will not be made in the 9-1-1 system until this information is provided to CAPCOG, CAPCOG accepts the information, and makes the corresponding changes in the 9-1-1 system. CAPCOG shall make PUBLIC AGENCY aware of any required changes to these boundaries within three business days of being provided with the polygon data. Note that changes to this data may be sent to CAPCOG at any point during the month.

Task 1.G.

PUBLIC AGENCY shall send at least one representative to each scheduled GISPC and 9-1-1 GIS Mapping User Group (GMUG) meetings and at least one training workshop hosted by CAPCOG during the performance period of this agreement.

Task 1.H.

By October 6, 2025, PUBLIC AGENCY shall submit to CAPCOG a list of which agencies are responsible for assigning 9-1-1 addresses within all areas of their Provisioning Boundary.

Task 1.I.

PUBLIC AGENCY shall prepare a budget estimate for the time period 10/01/2025-09/30/2026 in a form provided by CAPCOG and submit it to CAPCOG no later than due by close of business, Monday, January 12, 2026.

Task 1.J.

PUBLIC AGENCY shall develop and maintain a continuity plan, in a form provided by CAPCOG, to be implemented in the event the PROJECT REPRESENTATIVE becomes unavailable. The continuity plan shall identify a designated alternate and shall include the alternate's name, contact information, and signature.

The designated alternate shall possess sufficient knowledge of the submission process, a working understanding of the PUBLIC AGENCY's database, and access to all files and systems necessary to perform the responsibilities of the PROJECT REPRESENTATIVE.

The completed continuity plan form shall be submitted to CAPCOG no later than close of business on Monday, January 12, 2026.

Task 2: Feature Class Quality Control

Task 2 involves uploading the Feature Class datasets to designated quality control services one or more times a month in order to check the integrity of the data for the purpose of ensuring that it is accurate for 9-1-1 use, meets the requirements for an NG9-1-1 system, and gives PUBLIC AGENCY PUBLIC AGENCY the opportunity to correct errors before submitting the monthly upload required in Task 3.

Task 2.A.

PUBLIC AGENCY must download the ALI extract data from the site provided by CAPCOG within seven days of being notified by CAPCOG that it is available.

Task 2.B.

PUBLIC AGENCY must upload Feature Class datasets to Data Hub to obtain Quality Control Reports at least once a month, and not more frequent than once per week. The roads (RCL) and street addresses (SSAP) need to be included in every upload. The Municipal Boundaries, Emergency Service Zones (ESZ), Police (ESB), Fire (ESB), and Emergency Medical Service (ESB) Feature Classes only need to be uploaded when the Feature Class has changed since the previous month. The downloaded ALI extract data specified in Task 2.A must be included with at least one of the uploads per month.

Task 2.C.

PUBLIC AGENCY must upload Feature Class datasets to EGDMS to obtain Quality Control Reports at least once a month. There is no limit to the number of times that PUBLIC AGENCY can upload data to EGDMS. The roads (RCL) and street addresses (SSAP) need to be included in every upload. The Municipal Boundaries, Emergency Service Zones (ESZ), Police (ESB), Fire (ESB), and Emergency Medical Service (ESB) Feature Classes only need to be uploaded when the Feature Class has changed since the previous month.

Task 2.D.

PUBLIC AGENCY must correct any errors that are indicated in the Quality Control Reports obtained by performing Tasks 2.B and 2.C. as soon as possible.

Task 2.E.

PUBLIC AGENCY shall address any other discrepancies identified by authorized stakeholders including, but not limited to, PSAP 9-1-1 call-takers and CAPCOG staff.

Task 3: GIS Work for PSAP Map Updates

Task 3 involves GIS work needed for directly maintaining and updating the 9-1-1 GIS database for use in monthly updates to PSAP mapping applications. CAPCOG's expectation is that this work would be performed by a person, either on staff or subcontracted by the PUBLIC AGENCY, with responsibilities, knowledge, skills, education, and experience comparable to the state's "Geographic Information Specialist II" job description.[1] Task 2 includes the following sub-tasks:

[1] Available online at: http://www.hr.sao.texas.gov/CompensationSystem/JobDescriptions/

Task 3.A.

PUBLIC AGENCY must maintain at least one ESRI ArcGIS software license in order to carry out this work.

Task 3.B.

PUBLIC AGENCY shall submit to CAPCOG all information required under Task 1.A that corresponds to GIS data layers in the 9-1-1 GIS database at least once a month in ESRI File geodatabase format (.gdb) pursuant to the specifications in Attachment B and any other CAPCOG guidance during the Submission Window. The latest submission that complies with the Performance Standard Accuracy will be used for the 9-1-1 database update.

Task 3.C.

In addition, PUBLIC AGENCY shall maintain the ALI database within the PUBLIC AGENCY's Provisioning Boundary. This includes, but is not limited to, correcting telephone number database errors, maintenance and quality-control of an accurate 9-1-1 call location map.

Task 4: Updates for Call-Routing

In a NG9-1-1 environment, the GIS database is used not only for PSAP mapping applications, but also to route both cell and landline phone calls to the proper PSAP.

Task 4.A.

PUBLIC AGENCY shall submit the most recent 9-1-1 road (RCL) and street address (SSAP) Feature Class datasets to EGDMS at least once during the Submission Window. CAPCOG will assess compliance with Performance Standard Accuracy indicated for each Feature Class in Attachment B based on the last submission during the Submission Window. Road (RCL) updates submitted by PUBLIC AGENCY to EGDMS will automatically update PUBLIC AGENCY's GeoMSAG.

Task 4.B.

PUBLIC AGENCY must correct any errors that are indicated in the Quality Control Reports obtained by performing Tasks 3.A prior to the next monthly submission. Failure to make progress in correcting critical errors identified in the prior month's submission will be noted in CAPCOG's Comprehensive Performance Reports and must be noted and explained in Quarterly Reports submitted by PUBLIC AGENCY when submitting an invoice to CAPCOG.

Content of Quarterly Reports

Along with each quarterly invoice, PUBLIC AGENCY will submit an activity report using the templates provided by CAPCOG that contains all of the following information related to activities that occurred in the quarter:

- For each applicable governmental entity with administrative boundaries within PUBLIC AGENCY's Provisioning Boundary, PUBLIC AGENCY shall provide a summary of actions taken each month relevant to the 9-1-1 GIS database, including any new records added since the last update and errors corrected.
- The date and time of the PUBLIC AGENCY's last backup of its 9-1-1 GIS database.
- Dates and basic summaries (such as total number of features) of data submissions to CAPCOG.

- A summary of any work that involved resolution of boundary issues with other entities, correction of errors and resolution of any other issues related to this contract
- An explanation for any performance issues during the quarter and corrective action that will be taken to address and prevent such issues in the future, including:
  - Late or incomplete data submissions;
  - Failure to meet performance expectations for ALI to RCL match accuracy rates, critical error accuracy rates, or significant error rates; and
  - Any other issue identified by CAPCOG in a Comprehensive Performance Report.

Operational Timeline

The following timeline should be used by PUBLIC AGENCY in planning its submission of data to DataHub and CAPCOG for PSAP map updates (Task 3) and to EGDMS for and call-routing updates (Task 4):

Month	Submission Window	Error Correction Window	CAPCOG Pushes out PSAP Map Update
Oct 2025	2025-09-24 – 2025-10-01	2025-10-02 – 2025-10-07	2025-10-09
Nov 2025	2025-10-27 – 2025-11-03	2025-11-04 – 2025-11-07	2025-11-12
Dec 2025	2025-11-24 – 2025-12-01	2025-12-02 – 2025-12-06	2025-12-10
Jan 2026	2025-12-23 – 2026-01-02	2026-01-03 – 2026-01-06	2026-01-12
Feb 2026	2026-01-26 – 2026-02-02	2026-02-03 – 2026-02-06	2026-02-10
Mar 2026	2026-02-23 – 2026-03-02	2026-03-03 – 2026-03-06	2026-03-10
Apr 2026	2026-03-25 – 2026-04-01	2026-04-02 – 2026-04-07	2026-04-09
May 2026	2026-04-24 – 2026-05-01	2026-05-02 – 2026-05-07	2026-05-11
Jun 2026	2026-05-22 – 2026-06-01	2026-06-02 – 2026-06-05	2026-06-09
Jul 2026	2026-06-24 – 2026-07-01	2026-07-02 – 2026-07-08	2026-07-10
Aug 2026	2026-07-27 – 2026-08-03	2026-08-04 – 2026-08-07	2026-08-11
Sep 2026	2026-08-25 – 2026-09-01	2026-09-02 – 2026-09-08	2026-09-10

CAPCOG Guidance and Direction

In addition to the Comprehensive Performance Reports identified in Task 3.B, CAPCOG may issue technical guidance or direction to PUBLIC AGENCY's Project Representative that provides further clarification, interpretation, and details. Failure to follow any such guidance would constitute a performance deficiency for this agreement.

Attachment B: CAPCOG Next Generation 9-1-1 GIS Data Requirements Version 3 (October 2025)

Sec. 1. Summary

The following geospatial data and corresponding attribute specifications are required to be regularly maintained by each county for Mapped Automated Location Information (ALI) and use in a Next Generation 9-1-1 system which relies on GIS data for call and dispatch routing through the Emergency Call Routing Function/Location Validation Function (ECRF/LVF) as defined in the *NENA Master Glossary of 9-1-1 Terminology* (see the Reference Documents section at the end of this document).

This document is referenced in the Capital Area Council of Governments Interlocal Agreement for 9-1-1 Geographic Information System Database Management and is commonly called "Attachment B".

The GIS Data requirements in this document are a condensed version of, and based upon, data standards created by NENA (National Emergency Number Association) as they are developed and evolve over time. These data model standards should be more thoroughly reviewed in *NENA Standard for NG9-1-1 GIS Data Model* (see the Reference Documents section at the end of this document).

Specifics regarding address point placement methodologies should be reviewed in *NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1* (see the Reference Documents section at the end of this document).

To the extent possible, CAPCOG will use the ESB and ESZ data submitted by Public Agency in the 9-1-1 system. However, CAPCOG reserves the right to make adjustments to these data or reinstate prior versions if the data submitted are found to have errors. CAPCOG shall make PUBLIC AGENCY aware of any changes it makes to these boundaries within three business days of being provided with the polygon data. Note that changes to these data may be sent to CAPCOG at any point during the month. The local jurisdiction is responsible for downloading and using the latest authoritative version of the ESZ/ESB files used in the 9-1-1 system from CAPCOG at the beginning of each month to avoid repetition of errors if they have occurred.

Sec. 2. Feature Class Schema Guidelines

The schema for each required dataset includes fields with specific names, data types, and widths. Some fields require a value, others require a value only under certain conditions, some can optionally contain a value or not contain a value, and others must not contain a value. The tables provided in this document in the "Database Format" section for each Feature Class indicate these preferences as well as a description of the values that need to be provided for the field. Additionally, a descriptive name is provided for each field that can be used to easily refer to it in conversation.

The name, data types, and widths are specific to each field and must follow the exact guidelines

outlined in the tables for each dataset. When creating datasets, fields must be kept in the same order as listed in the tables.

The tables of field definitions that are included in the "Database Format" section for each Feature Class include the same five columns: FIELD NAME, REQUIRED, TYPE, DESCRIPTION / VALID ENTRIES, and DESCRIPTIVE NAME. A description of each is provided below.

FIELD NAME: The required name for the field that must be entered exactly as it appears in the table. Some field names are all UPPER CASE and some use CamelCase.

DESCRIPTIVE NAME: A name that can be used in conversation to refer to the field that is more easily understandable than the actual field name. The common name is not used in any other context.

REQUIRED: This indicates if the field is required to contain a value, or not. The column indicates one of the following four choices to indicate the value requirement:

- YES – The field MUST contain a non-NULL value and cannot be blank.
- CONDITONAL – The field must contain a non-NULL value if the attribute information exists in the real world. If no value exists for the feature, the individual value is left:
  - NULL without an empty space (if TEXT),
  - 0 (if LONG), or
  - 0.0 (if FLOAT)
- NO – An optional value can be entered or can be NULL, or
- EMPTY – The field value must be NULL.

TYPE: The **TYPE** column indicates the data type required for the field.

- TEXT – string of printable UTF-8 characters including any combination of alphabetical letters, numbers, and printable special characters plus spaces. Non-breaking spaces and non-printable characters are not included.
- DATE – Date and time using ISO 8601 compliant formats which are in the format of YYYY-MM-DD HH:MM:SS
- DOUBLE – double precision floating point numeric values with decimals
- LONG – whole numeric values ranging from -2,147,483,648 to +2,147,483,647 without decimals

WIDTH: the number of allowable characters for each field having a TEXT data type.

CASE: the case requirements for the value entered into the field. Allowable cases are:

- UPPER: all characters must be in uppercase
- MIXED: characters should be entered using both uppercase and lowercase as deemed appropriate by Public Agency

DESCRIPTION / VALID ENTRIES: A description of the value that is expected in the field including any required formatting, references to standards to use, valid values if limited to a determined set, required value if it is to be constant across records, and other helpful information.

Sec. 3. NENA Globally Unique IDS (NGUID)

In this version of the NG9-1-1 GIS Data Model, the format of the NENA Globally Unique ID (NGUID)

has changed. The changes make the form of these IDs match other similar IDs in *NENA i3 Standard for Next Generation 9-1-1* (see the Reference Documents section at the end of this document). Like the changes in i3, this change lets a user see what kind of data the ID is from (GIS data), what layer it is from, and which organization created the data. Converting from the NGUID in CAPCOG GIS Data Model Version 1 is simple. A layer-sensitive string precedes the existing data and the "@" sign is replaced with a colon. Additionally, the new format allows a host name containing the agency identifier to be used after the final colon, although using only the agency identifier is acceptable. The extra information in the host name allows more than one system or instance in an agency to create identifiers without the risk of a duplicate identifier. For example, one system could use "system1.example.com" and another could use "system2.example.com."

NGUIDs SHALL be generated and maintained within a GIS database by concatenating "urn:emergency:uid:gis:[Layer Indicator]:[Local Unique ID]:[Agency Identifier/Host Name]" where the elements are defined as:

- urn:emergency:uid:gis – standardized unique prefix that defines this class of IDs associated with GIS data.
- Layer Indicator – the shorter name for the GIS data layer the feature is associated with as defined by the GIS Data Layers Registry in NENA-STA-010 [3]. See section 7.2 in this document for Layer Indicator values.
- Local Unique ID – a GIS Data Provider generated “locally assigned ID,” which can be numeric and/or text. This local ID MUST be unique within the GIS Data Provider’s dataset for all features associated with a specific Agency Identifier.
- Agency Identifier/Host Name – a fully qualified domain name (FQDN) representing the GIS Data Provider, which is an “Agency.” Agency and Agency Identifier are as defined in NENA-STA-010 [3]. The domain name is obtained from any Domain Name System (DNS) registrar.

Each NGUID MUST be unique as an aggregated NGUID following the structure described in this section.

The combination of the Local Unique ID with the rest of the values that construct the NGUID, provides a unique NGUID when multiple Public Agency submissions are aggregated. The NGUID SHOULD be stable for as long as possible, so that it supports the reporting and resolution of errors from a quality control process, including the discrepancy reporting. The consistency of the ID between submissions also assists with managing downstream data sets.

Example NGUID:

urn:emergency:uid:gis:RCL:{AD873541-F41C-409E-A0BE-1B0C583902A4}:wilco.org

In the example above, the parts of the NGUID are:

URN	urn:emergency:uid:gis
Layer Indicator	RCL
Local Unique ID	{AD873541-F41C-409E-A0BE-1B0C583902A4}
Agency Identifier	wilco.org

Layer Indicators

The possible values for the Layer Indicator component of the NGUID must be the one appropriate for the Feature Class as indicated in the table below.

Feature Class	Layer Name
Road Centerline	RCL
Site Structure Address Point	SSAP
Police ESB	Pol
Fire ESB	Fire
EMS ESB	Ems
Incorporated Municipalities	A3

Sec. 4. Road Centerlines (RCL)

Type of Data: Line

Performance Standard Accuracy: 98%

Positional Accuracy: Street centerlines must be within +/- 5 feet of the center of the roadbed.

This dataset represents road networks in the CAPCOG region. This layer includes the street names and address ranges used to assign an address.

4. 1. Graphic (Spatial) Edits

Each named street needs to be represented in the GIS graphically and include attribution for all databasefields listed below. All unnamed streets included in the street centerline layer are required to have the designation “Driveway” entered in the St_Name field, “DRVW” entered in the LSt_Name and FULL_NAME fields, and have any other relevant attribute information completed, including the ‘CLASS’ field. When a street centerline is created or edited, several sources and methods can be used, including current aerial imagery, georeferenced survey plats, computer-aided design (CAD) files, parcels, mapping-grade GPS units in the field, or other authoritative sources or methods. The roadbed is defined as the part on which vehicles travel, noting that when roadways are divided (i.e., by a median) the roadbeds on each side should have a centerline drawn. In all cases each street centerline will need to be split, or checked for gaps, at each jurisdiction and ESN line/boundary intersection.

4. 2. Database Format

The following table details the data format requirements for the RCL database.

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
DiscrpAgID	Discrepancy Agency ID	YES	TEXT	100	MIXED	Agency that last updated the record. Valid values are: **Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson**
DateUpdate	Date Updated	YES	DATE	N/A	N/A	Date of last update using ISO 8601 format
Effective	Effective Date	NO	DATE	N/A	N/A	Date the new record information goes into effect in ISO 8601 format

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
NGUID	NENA Globally Unique ID	YES	TEXT	254	MIXED	Globally Unique ID for each road segment. Ex. urn:emergency:uid:gis:RCL:{AD873541-F41C-409E-A0BE-1B0C583902A4}:wilco.org
AdNumPre_L	Left Address Number Prefix	CONDITIONAL	TEXT	15	MIXED	Part of an address preceding the numeric address on Left
AdNumPre_R	Right Address Number Prefix	CONDITIONAL	TEXT	15	MIXED	Part of an address preceding the numeric address on Right
COUNTRY	Country	YES	TEXT	2	UPPER	The value must be: **US**
FromAddr_L	Left FROM Address	YES	LONG	6	N/A	Left address number at the FROM node
ToAddr_L	Left TO Address	YES	LONG	6	N/A	Left address number at the TO node
FromAddr_R	Right FROM Address	YES	LONG	6	N/A	Right address number at the FROM node
ToAddr_R	Right TO Address	YES	LONG	6	N/A	Right address number at the TO node
Parity_L	Parity Left	YES	TEXT	1	MIXED	Valid values are: **E** = Even, **O** = Odd, **B** = Both, **Z** = Zero (if the range is 0 to 0)
Parity_R	Parity Right	YES	TEXT	1	MIXED	Valid values are: **E** = Even, **O** = Odd, **B** = Both, **Z** = Zero (if the range is 0 to 0)
St_PreMod	Street Name Pre Modifier	CONDITIONAL	TEXT	15	MIXED	Word or phrase separate from type and direction that precedes St_PreDirI e.g., **Access**, **Alternate**, **Business**, **Connector**, **Extension**, **Scenic**, **Spur**, **Ramp Underpass**, **Overpass**
St_PreDir	Street Name Pre Directional	CONDITIONAL	TEXT	10	MIXED	Spelled out leading directional prefix. Valid values are: **North**, **South**, **East**, **West**, **Northwest**, **Northeast**, **Southwest**, **Southeast**.
St_PreTyp	Street Name Pre Type	CONDITIONAL	TEXT	50	MIXED	Spelled out word or phrase that precedes and identifies a type of thoroughfare. Must be fully spelled out, e.g., "Farm to Market Road" instead of "FM". Restricted values found in *NENA Registry of Street Name Pre Types and Street Name Post Types* (see the Reference Documents section at the end of this document).
St_PreSep	Street Name Pre Type Separator	CONDITIONAL	TEXT	20	MIXED	A preposition or prepositional phrase between St_PreTyp and St_Name, e.g., "**of the**" in "Avenue of the Stars". Restricted to values found in *NENA Registry of Street Name Pre Type Separators* (see the Reference Documents section at the end of this document).
St_Name	Street Name	YES	TEXT	254	MIXED	Legal street name as assigned by local addressing authority. The street name does not include any street types, directionals, or modifiers, e.g., "**Fifth**" in "**Fifth Avenue**" or "**2244**" in "**Farm to Market Road 2244**" The value must be "**Driveway**" for unnamed streets.

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
St_PosTyp	Street Name Post Type	CONDITIONAL	TEXT	50	MIXED	Word or phrase that follows the St_Name element and identifies a type of thoroughfare in a complete St_Name, e.g., "**Parkway**" in "**Ocean Parkway**". Restricted to values found in *NENA Registry of Street Name Pre Types and Street Name Post Types* (see the Reference Documents section at the end of this document).
St_PosDir	Street Name Post Directional	CONDITIONAL	TEXT	10	MIXED	Trailing directional suffix. Valid values are: **North**, **South**, **East**, **West**, **Northwest**, **Northeast**, **Southwest**, **Southeast**.
St_PosMod	Street Name Post Modifier	CONDITIONAL	TEXT	25	MIXED	Word or phrase separate from type and direction that follows St_Name, e.g., "Number 5" in "Fire Road Number 5"; "Northbound" in "North Interstate 35 Northbound"
LSt_PreDir	Legacy Street Name Pre Directional	CONDITIONAL	TEXT	2	UPPER	Leading directional prefix. Valid values are: **N** = North, **S** = South, **E** = East, **W** = West, **NW** = Northwest, **NE** = Northeast, **SE** = Southeast, and **SW** = Southwest.
LSt_Name	Legacy Street Name*	CONDITIONAL	TEXT	75	UPPER	Legal street name as assigned by local addressing authority. The value must be "**DRVW**" for unnamed streets.
LSt_Typ	Legacy Street Name Type*	CONDITIONAL	TEXT	4	UPPER	Type of street following the street name, valid entries on USPS Pub 28, e.g., RD, ST, TRL.
LSt_PosDir	Legacy Street Name Post Directional*	CONDITIONAL	TEXT	2	UPPER	Trailing directional suffix. Valid values are: **N** = North, **S** = South, **E** = East, **W** = West, **NW** = Northwest, **NE** = Northeast, **SE** = Southeast, and **SW** = Southwest.
FULL_NAME	Full Street Name	YES	TEXT	125	UPPER	Full street name, should be a concatenation of 4 fields: LSt_PreDir, LSt_Name, LSt_Type and LSt_PosDir with no trailing or leading spaces
ESN_L	ESN Left	YES	TEXT	5	N/A	5-digit Emergency Service Number as identified by ESN on Left. If the ESN number has fewer than 5 digits, it must include leading zeros
ESN_R	ESN Right	YES	TEXT	5	N/A	5-digit Emergency Service Number as identified by ESN on Right. If the ESN number has fewer than 5 digits, it must include leading zeros.
MSAGComm_L	MSAG Community Name Left*	CONDITIONAL	TEXT	30	UPPER	Valid service community as identified by MSAG on Left
MSAGComm_R	MSAG Community Name Right*	CONDITIONAL	TEXT	30	UPPER	Valid service community as identified by MSAG on Right
Country_L	Country Left	YES	TEXT	2	UPPER	Value must be: **US**
Country_R	Country Right	YES	TEXT	2	UPPER	Value must be: **US**

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
State_L	State or Equivalent Left (A1)	YES	TEXT	2	UPPER	Value must be: **TX**
State_R	State or Equivalent Right (A1)	YES	TEXT	2	UPPER	Value must be: **TX**
County_L	County or Equivalent Left (A2)	YES	TEXT	100	MIXED	Fully spelled county name on the left side of the road. Valid values are: **Bastrop**, **Blanco**, **Burnet**, **Caldwell**, **Fayette**, **Hays**, **Lee**, **Llano**, **Travis**, **Williamson.**
County_R	County or Equivalent Right (A2)	YES	TEXT	100	MIXED	Fully spelled county name on the right side of the road. Valid values are: **Bastrop**, **Blanco**, **Burnet**, **Caldwell**, **Fayette**, **Hays**, **Lee**, **Llano**, **Travis**, **Williamson.**
AddCode_L	Additional Code Left	CONDITIONAL	TEXT	6	MIXED	A code on the left side of the road that specifies a geographic area
AddCode_R	Additional Code Right	CONDITIONAL	TEXT	6	MIXED	A code on the right side of the road that specifies a geographic area
IncMuni_L	Incorporated Municipality Left (A3)	YES	TEXT	100	MIXED	Name of municipality on Left, if none populate with "**Unincorporated**"
IncMuni_R	Incorporated Municipality Right (A3)	YES	TEXT	100	MIXED	Name of municipality on Right, if none populate with "**Unincorporated**"
UnincCom_L	Unincorporated Community Left (A4)	NO	TEXT	100	MIXED	The unincorporated community, either within an incorporated municipality or in an unincorporated portion of a county, or both, on the left side of the street, e.g., Del Valle, Kingsland.
UnincCom_R	Unincorporated Community Right (A4)	NO	TEXT	100	MIXED	The unincorporated community, either within an incorporated municipality or in an unincorporated portion of a county, or both, on the right side of the street, e.g., Del Valle, Kingsland.
NbrhdCom_L	Neighborhood Community Left (A5)	NO	TEXT	100	MIXED	Name of neighborhood or subdivision on Left
NbrhdCom_R	Neighborhood Community Right (A5)	NO	TEXT	100	MIXED	Name of neighborhood or subdivision on Right
PostCode_L	Postal Code Left	NO	TEXT	7	MIXED	The ZIP code on the left side of the street
PostCode_R	Postal Code Right	NO	TEXT	7	MIXED	The ZIP code on the right side of the street
PostComm_L	Postal Community Name Left	NO	TEXT	40	MIXED	City name for the ZIP code of an address, as given in the USPS on Left
PostComm_R	Postal Community Name Right	NO	TEXT	40	MIXED	City name for the ZIP code of an address, as given in the USPS on Right

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
RoadClass	Road Class	NO	TEXT	24	UPPER	See valid Road Class I Types in Section 4.3
CLASS	Road Class Code	YES	TEXT	4	UPPER	Street type designation code (See Road Class Codes in Section 4.4
OneWay	One-Way	NO	TEXT	2	UPPER	Valid values are: **B** = Both, **FT** = FROM node to TO node, **TF** = TO node to FROM node
SpeedLimit	Speed Limit	NO	LONG	3	N/A	Posted speed limit in MPH
Valid_L	Validation Left	NO	TEXT	1	UPPER	Indicates if the address range on the left side of the road segment, relative to the FROM node, should be used for civic location validation. A value of "**Y**" MAY be entered if any Address Number within the address range on the left side of the road segment should be considered by the LVF to be valid. A value of "**N**" MAY be entered if the Address Number should only be validated using the SiteStructureAddressPoint layer. If not present, a value of "**Y**" is assumed.
Valid_R	Validation Right	NO	TEXT	1	UPPER	Indicates if the address range on the right side of the road segment, relative to the FROM node, should be used for civic location validation. A value of "**Y**" MAY be entered if any Address Number within the address range on the left side of the road segment should be considered by the LVF to be valid. A value of "**N**" MAY be entered if the Address Number should only be validated using the SiteStructureAddressPoint layer. If not present, a value of "**Y**" is assumed.
NOTES	Notes	NO	TEXT	75	UPPER	Additional information

4. 3. Road Class I Types

The following list of codes are used in the "RoadClass" field in the RCL Database:

- PRIMARY
- SECONDARY
- LOCAL (City, Neighborhood, or Rural Road)
- RAMP
- SERVICE (usually along a limited access highway)
- VEHICULAR TRAIL (4WD, snowmobiles)
- WALKWAY (Pedestrian Trail, Boardwalk)
- ALLEY
- PRIVATE (service vehicles, logging, oil fields, ranches, etc.)
- PARKING LOT
- TRAIL (Ski, Bike, Walking / Hiking Trail)

4. 4. Road Class Codes ('Street Type') Designation

The following list of codes are used in the "CLASS" field in the RCL Database:

- IH – Interstate
- US – US highways
- SH – State highways
- FM – Farm to Market, Ranch Road, Ranch to Market
- LS – City Street, County Road, Park Road, Recreational, Frontage Road
- AC – Access Road, Crossover
- PVT – Private Road
- TR – Toll Road
- RAMP – On-ramp, Off-ramp
- DW – Driveways

Sec. 5. Site / Structure Address Points (SSAP)

Type of Data: Point

Performance Standard Accuracy: 98%

Positional Accuracy: Structures or designated site locations must be within +/- 25 feet of their true location or intended designation.

This dataset represents addressable sites, structures, or property entrances that exist within the CAPCOG region.

5.1. Graphic (Spatial) Edits

All addressed site/structures must be represented in the address point layer. When a site/structure point is created or edited, several sources and methods can be used, including aerial imagery, georeferenced survey plats, computer-aided design (CAD) files, parcels, mapping-grade GPS units in the field, or other authoritative sources and methods. When the actual structure location is known, the symbol should represent the general center of the structure. In other cases, please refer to the NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1 (see the Reference Documents section at the end of this document).

5.2. Database Format

The following table details the data format requirements for the SSAP database.

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
DiscrpAgID	Discrepancy Agency ID	YES	TEXT	100	MIXED	Agency that last updated the record. Valid values are: **Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson**
DateUpdate	Date Updated	YES	DATE	N/A	N/A	Date of last update using ISO 8601 format

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
Effective	Effective Date	NO	DATE	N/A	N/A	Date the new record information goes into effect in ISO 8601 format
NGUID	NENA Globally Unique ID	YES	TEXT	254	MIXED	Globally Unique ID for each road segment. Ex. urn:emergency:uid:gis:SSAP:{AD873541-F41C-409E-A0BE-1B0C583902A4}:wilco.org
Country	Country	YES	TEXT	2	UPPER	The value must be: **US**
State	State	YES	TEXT	2	UPPER	The value must be: **TX**
County	County	YES	TEXT	100	MIXED	Fully spelled county name. Valid values are: **Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson**
AddCode	Additional Codd	CONDITIONAL	TEXT	6	N/A	A code that specifies a geographic area
AddDataURI	Additional Data URI	CONDITIONAL	TEXT	254	N/A	URI for additional data associated with the address point
Inc_Muni	Incorporated Municipality	YES	TEXT	100	MIXED	Name of municipality, if none populate with "**Unincorporated**"
Uninc_Comm	Unincorporated Community	NO	TEXT	100	MIXED	The unincorporated community, either within an incorporated municipality or in a unincorporated portion of a county, or both
Nbrhd_Comm	Neighborhood Community	NO	TEXT	100	MIXED	Name of neighborhood or subdivision where the address is located
AddNum_Pre	Address Number Prefix	CONDITIONAL	TEXT	15	N/A	Part of an address leading the numeric address
Add_Number	Address Number	YES	LONG	6	N/A	Numeric identifier of a location along a thoroughfare
AddNum_Suf	Address Number Suffix	CONDITIONAL	TEXT	15	N/A	Part of an address following the address number, e.g., ½, B
St_PreMod	Street Name Pre Modifier	CONDITIONAL	TEXT	15	MIXED	Word or phrase separate from type and direction that precedes St_Pre_Dir, e.g. Access, Alternate, Business, Connector, Extension, Scenic, Spur, Ramp Underpass, Overpass
St_PreDir	Street Name Pre Directional	CONDITIONAL	TEXT	10	MIXED	Leading directional prefix. Valid values are: North, South, East, West, Northwest, Northeast, Southwest, Southeast. MUST be fully spelled out.
St_PreTyp	Street Name Pre Type	CONDITIONAL	TEXT	50	MIXED	Spelled out word or phrase that precedes and identifies a type of thoroughfare. Must be fully spelled out, e.g. "Farm to Market Road" for "FM". Restricted values found in *NENA Registry of Street Name Pre Types and Street Name Post Types* (see the Reference Documents section at

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
						the end of this document)
St_PreSep	Street Name Pre Type Separator	CONDITIONAL	TEXT	20	MIXED	A preposition or prepositional phrase between the Street Name Pre Type and Street Name. Ex. "of the" in "Avenue of the Stars". Restricted to values found in *NENA Registry of Street Name Pre Type Separators* (see the Reference Documents section at the end of this document).
St_Name	Street Name	YES	TEXT	254	MIXED	Legal street name as assigned by local addressing authority. The street name does not include any street types, directionals, or modifiers. Ex. "Fifth" in "Fifth Avenue" or "2244" in "Farm to Market Road 2244"
St_PosTyp	Street Name Post Type	CONDITIONAL	TEXT	50	MIXED	Word or phrase that follows the St_Name element and identifies a type of thoroughfare in a complete street name. Ex, "Parkway" in "Ocean Parkway". Restricted values found in *NENA Registry of Street Name Pre Types and Street Name Post Types* (see the Reference Documents section at the end of this document)
St_PosDir	Street Name Post Directional	CONDITIONAL	TEXT	10	MIXED	Trailing directional suffix. Valid values are: North, South, East, West, Northwest, Northeast, Southwest, Southeast.
St_PosMod	Street Name Post Modifier	CONDITIONAL	TEXT	25	MIXED	Word or phrase separate from type and direction that follows St_Name, e.g., "Number 5" in "Fire Road Number 5"; "Northbound" in "North Interstate 35 Northbound"
LSt_PreDir	Legacy Street Name Pre Directional	CONDITIONAL	TEXT	2	UPPER	Leading directional prefix. Valid values are: **N** = North, **S** = South, **E** = East, **W** = West, **NW** = Northwest, **NE** = Northeast, **SE** = Southeast, and **SW** = Southwest.
LSt_Name	Legacy Street Name	CONDITIONAL	TEXT	75	UPPER	Legal street name as assigned by local addressing authority
LSt_Typ	Legacy Street Name Type	CONDITIONAL	TEXT	4	UPPER	Type of street following the street name, valid entries on USPS Pub 28, e.g., RD, ST, TRL.
LSt_PosDir	Legacy Street Name Post Directional	CONDITIONAL	TEXT	2	UPPER	Trailing directional suffix. Valid values are: **N** = North, **S** = South, **E** = East, **W** = West, **NW** = Northwest, **NE** = Northeast, **SE** = Southeast, and **SW** = Southwest.
FULL_NAME	Full Street Name	YES	TEXT	125	UPPER	Full street name, must be identical to the site's related road FULL_NAME in the RCL

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
						Feature Class
FULL_ADDR	Full Address	YES	TEXT	170	UPPER	Full address, should be a concatenation of AddNum_Pre + Addr_Number + AddNum_Suf + FULL_NAME with no extra, leading or trailing spaces
ESN	ESN	YES	TEXT	5	N/A	Emergency Service Number associated with the address and community name preceded by leading zeroes if digits are fewer than 5
MSAGComm	MSAG Community Name	YES	TEXT	30	UPPER	Valid service community associated with the location of the address, e.g., Del Valle, Kingsland.
Post_Comm	Postal Community Name	NO	TEXT	40	MIXED	City name for the ZIP code of an address, as given in the USPS
Post_Code	Postal Code	NO	TEXT	7	N/A	5-digit numeric ZIP code area
PostCodeEx	Postal Code Extension	NO	TEXT	4	N/A	ZIP code + 4 extension
Building	Building	NO	TEXT	75	N/A	One among a group of buildings that have the same address
Floor	Floor	NO	TEXT	75	N/A	A floor, story, or level within a building
Unit	Unit	NO	TEXT	75	N/A	A suite or group of rooms within a building that share the same entrance
Room	Room	NO	TEXT	75	N/A	A single room within a building
Seat	Seat	NO	TEXT	75	N/A	A place where a person sits within a building, e.g., cubicle
Addtl_Loc	Additional Location Information	NO	Text	225	N/A	A part of the sub-address that is not a building, floor, room, or seat
LandmkName	Complete Landmark Name	CONDITIONAL	TEXT	150	MIXED	The name by which a prominent feature is publicly known or vanity address
Milepost	Milepost	CONDITIONAL	TEXT	150	N/A	A posted numeric measurement from a given beginning point
Place_Type	Place Type	NO	TEXT	50	MIXED	Type of feature identified by the address, e.g. residential, office, store, school
Placement	Placement Method	NO	TEXT	25	MIXED	Methodology used for placement of the address point. Restricted values found in *NENA Address Point Placement Registry* (see the Reference Documents section at the end of this document)
Longitude	Longitude	YES	DOUBLE	N/A	N/A	Longitude of point in decimal degrees using EPSG: 4326
Latitude	Latitude	YES	DOUBLE	N/A	N/A	Latitude of point in decimal degrees using EPSG: 4326
Elevation	Elevation	NO	DOUBLE	6	N/A	Height above Mean Sea Level in meters

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
ST_ALIAS	Street Alias	CONDITIONAL	TEXT	125	UPPER	Entire alias street name assigned to related street segment
NOTES	Notes	NO	TEXT	254	MIXED	Additional location information, which is not a building, floor, unit, room, or seat

Sec. 6. Emergency Service Zones (ESZ)

Type of Data: Polygon

Performance Standard Accuracy: 100%

Positional Accuracy: ESZ boundaries must adhere to the specifications of CAPCOG's QC systems and have no gaps or overlaps within a topology tolerance of 3,600 sq meters.

This dataset consists of the intersection of law enforcement, fire district, and emergency medical service and telephone exchange boundaries in the CAPCOG region.

6.1. Graphic (Spatial) Edits

These areas need to accurately reflect the boundaries of each geographically unique combination of fire, police, EMS responder zones, and telephone exchange boundaries. This layer is created and maintained by overlaying with some combination of street centerlines, municipal (i.e. city limit) boundaries, parcels boundaries, or other data to determine each jurisdiction's emergency response service areas. As new emergency response services are added to, or change in an area, this boundary file will need to be modified accordingly.

Communications must be regularly preserved with all fire, police, and emergency medical responders to obtain the information required to maintain updated ESZ boundaries. In addition, it is very important that all features with identical attribute information are merged into one multipart polygon.

6.2. Database Format

The following table details the data format requirements for the ESZ database.

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
SOURCE	Source	YES	TEXT	75	UPPER	Agency that last updated the record. Valid values are: **BASTROP**, **BLANCO**, **BURNET**, **CALDWELL**, **FAYETTE**, **HAYS**, **LEE**, **LLANO**, **TRAVIS**, **WILLIAMSON.**
PROVIDER	Provider	EMPTY	TEXT	75	UPPER	The name of the regional 911 authority *CAPCOG will populate*
LAST_MOD	Last Modification	YES	DATE	N/A	UPPER	Date of last update using ISO 8601 format
EFF_DATE	Effective Date	No	DATE	N/A	UPPER	Date the new record information goes into effect in ISO 8601 format
ES_UNQID	Emergency Service Unique ID	EMPTY	TEXT	100	UPPER	ID for each emergency service polygon - *CAPCOG will populate*

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
POLICE	Police	YES	TEXT	60	UPPER	Name of police service provider
FIRE	Fire	YES	TEXT	60	UPPER	Name of fire service provider
MEDICAL	Medical	YES	TEXT	60	UPPER	Name of medical service provider
COUNTRY	Country	YES	TEXT	2	UPPER	The value must be: **US**
STATE	State	YES	TEXT	2	UPPER	The value must be: **TX**
COUNTY	County	YES	TEXT	40	UPPER	County name fully spelled out. Valid values are: **BASTROP**, **BLANCO**, **BURNET**, **CALDWELL**, **FAYETTE**, **HAYS**, **LEE**, **LLANO**, **TRAVIS**, **WILLIAMSON.**
URI	URI	YES	TEXT	254	UPPER	URN/URL for routing. Example: sip:sos@ausxtxem1.travis.tx.us
URN	URN	NO	TEXT	50	UPPER	The URN for the Emergency Service or other Well-Known Service (Example: "urn:service:sos" for a PSAP or "urn:service:sos.ambulance" for an ambulance service)
ESN	ESN	YES	TEXT	5	UPPER	ESN of the responding agency preceded by '0' if number of digits are fewer than 5.
TANDEM	Tandem	YES	TEXT	3	UPPER	911 Selected Router Code
TANDEM2	Tandem 2	CONDITIONAL	TEXT	3	UPPER	911 Selected Router Code
ESSID	ESSID	EMPTY	TEXT	2	UPPER	Unique tandem routing code *CAPCOG will populate*
ESNGUID	ESN GUID	EMPTY	TEXT	8	UPPER	Concatenation of ESN and ESSID separated by a single forwardslash "/" CAPCOG will concatenate
AVCARDURI	AV Card ID	CONDITIONAL	TEXT	254	UPPER	URI for the vCARD of contact information

Sec. 7. Emergency Service Boundaries (ESB)

Type of Data: Polygon

Performance Standard Accuracy: 100%

Positional Accuracy: Emergency Service Boundaries must adhere to the specifications of CAPCOG's QC systems and have no gaps or overlaps within a topology tolerance of 3,600 sq meters.

This dataset consists of Emergency Service Boundary layers that define the geographic area for the primary providers of response services in the CAPCOG region.

7.1. Graphic (Spatial) Edits

Each of these layers is used to determine which Emergency Service Providers are responsible for providing service to a location in the event a selective transfer is desired, to direct an Emergency Incident Data Document to a secondary PSAP for dispatch, or to display the responsible agencies at the PSAP. In addition, Emergency Service Boundaries are used by PSAPs to identify the appropriate entities/first responders to be dispatched. Each Emergency Service Boundary layer may contain one or more polygon boundaries that define the primary emergency services for

that geographic area. In addition, it is very important that all features with identical attribute information are merged into one multipart polygon

There MUST be a separate Emergency Service Boundaries Feature Class for each type of service. At a minimum, the following Emergency Service Boundaries Feature Classes MUST be included:

- Police;
- Fire; and
- Emergency Medical Services (EMS).

Other Emergency Service Boundaries layers that MAY be included, are:

- Poison Control;
- Forest Service;
- Animal Control; and
- Any other boundary of an emergency service provider that provides service within PUBLIC AGENCY's Provisioning Boundary.

7.2. Database Format

The following table details the data format requirements for the ESB database.

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
DiscrpAgID	Discrepancy Agency ID	YES	TEXT	100	MIXED	Agency that last updated the record. Valid values are: **Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson**
DateUpdate	Date Updated	YES	DATE	26	N/A	Date of last update using ISO 8601 format
Expire	Expiration Date	EMPTY	DATE	26	N/A	Unique tandem routing code *CAPCOG will populate*
Effective	Effective Date	NO	DATE	26	N/A	The date and time when the information in the record is no longer considered valid.
NGUID	NENA Globally Unique ID	YES	TEXT	254	MIXED	Globally Unique ID for each road segment. Ex. urn:emergency:uid:gis:[xxx]:{AD873541-F41C-409E-A0BE-1B0C583902A4}:wilco.org [xxx] must be replaced with **Pol**, **Fire**, or **Ems** for the corresponding Feature Layer.
State	State	YES	TEXT	2	UPPER	The value must be: **TX**
Agency_ID	Agency Identifier	YES	TEXT	100	MIXED	A Domain Name System (DNS) domain name which is used to uniquely identify an agency. Ex. austintexas.gov
ServiceURI	Service URI	YES	TEXT	254	N/A	URN/URL for routing. Example: sip:sos@ausxtxem1.travis.tx.us
ServiceURN	Service URN	YES	TEXT	55	N/A	The URN for the Emergency Service or other Well-Known Service*
ServiceNUM	Service Number	YES	TEXT	15	N/A	The numbers that would be dialed on a 12-digit keypad to reach the emergency service appropriate for the location. *Ex: 911*
AVcard_URI	AV Card URI	CONDITIONAL	TEXT	254	MIXED	URI for the vCARD of contact information

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
DsplayName	Display Name	YES	TEXT	60	MIXED	Name of the service provider that offers services within the area of an Emergency Service Boundary

Sec. 8. Municipal Boundaries

Type of Data: Polygon

Performance Standard Accuracy: 100%

Positional Accuracy: Municipal boundaries must adhere to the specifications of CAPCOG's QC systems and have no gaps or overlaps within a topology tolerance of 3,600 sq meters.

This dataset represents municipal boundaries in the CAPCOG region.

8.1. Graphic (Spatial) Edits

When city limits change due to annexations, metes and bounds surveys, or other related information must be acquired to update the city limit boundaries. Coordinate geometry (COGO) – is one of the preferred methods for calculating coordinate points from surveys and can be used to update the city limit boundaries.

8.2. Database Format

The following table details the data format requirements for the Municipal Boundary database.

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
DiscrpAgID	Discrepancy Agency ID	YES	TEXT	100	MIXED	Agency that last updated the record. Valid values are: **Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson.**
DateUpdate	Date Updated	YES	DATE	N/A	N/A	Date of last update using ISO 8601 format
Effective	Effective Date	NO	DATE	N/A	N/A	Date the new record information goes into effect in ISO 8601 format
NGUID	NENA Globally Unique ID	YES	TEXT	254	MIXED	Globally Unique ID for each road segment. Ex. urn:emergency:uid:gis:A3:{AD873541-F41C-409E-A0BE-1B0C583902A4}:wilco.org
Country	Country	YES	TEXT	2	UPPER	The value must be: **US**
State	State	YES	TEXT	2	UPPER	The value must be: **TX**
County	County	YES	TEXT	100	UPPER	County name fully spelled out. Valid values are: **Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson**
AddCode	Additional Code	NO	TEXT	6	MIXED	A code that specifies a geographic area
Inc_Muni	Incorporated Municipality (A3)	YES	TEXT	100	MIXED	Name of municipality e.g., "**Austin**"

Sec. 9. Reference Documents

9.1. NENA i3 Standard for Next Generation 9-1-1

https://cdn.ymaws.com/www.nena.org/resource/resmgr/standards/NENA-STA-010.3f-2021_i3_Stan.pdf

9.2. NENA Standard for NG9-1-1 GIS Data Model

https://cdn.ymaws.com/www.nena.org/resource/resmgr/standards/nena-sta-006.2a_ng9-1-1_gis_.pdf

9.3. NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1

https://cdn.ymaws.com/www.nena.org/resource/resmgr/Standards/NENA-INF-014.1-2015_SSAP_INF.pdf

9.4. NENA Master Glossary of 9-1-1 Terminology

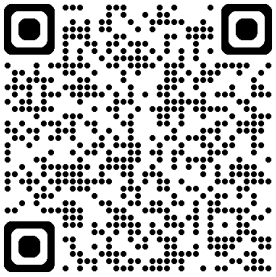
https://kb.nena.org/wiki/Category:Glossary

9.5. NENA Registry of Street Name Pre Types and Street Name Post Types

http://technet.nena.org/nrs/registry/StreetNamePreTypesAndStreetNamePostTypes.xml

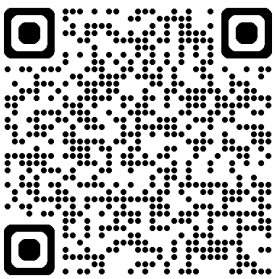
9.6. NENA Registry of Street Name Pre Type Separators

http://technet.nena.org/nrs/registry/StreetNamePreTypesAndStreetNamePostTypes.xml



9.7. NENA Address Point Placement Registry

http://technet.nena.org/nrs/registry/SiteStructureAddressPointPlacementMethod.xml



Attachment C: Project Representatives and Records Location

Sec. 1. CAPCOG Project Representative

The individual named below is the CAPCOG Project Representative, who is authorized to give and receive communications and directions on behalf of CAPCOG. All communications including all payment requests must be addressed to the CAPCOG Project Representative or his designee. The CAPCOG Project Representative may indicate a designee through an email to: george.strebel@wilcotx.gov.

Rob Buckhouse
(Name)
CAPCOG GIS Project Manager
(Title)

Telephone No: 512-916-6033

Email: rbuckhouse@capcog.org

Capital Area Council of Governments
6800 Burleson Road
Building 310, Suite 165
Austin, Texas 78744

Sec. 2. PUBLIC AGENCY Project Representative

The individual named below is the PUBLIC AGENCY Project Representative, who is authorized to give and receive communications and directions on behalf of PUBLIC AGENCY. All communications must be addressed to the PUBLIC AGENCY Project Representative or their designee. The PUBLIC AGENCY Project Representative may indicate a designee through an email to rbuckhouse@capcog.org.

George Strebel
(Name)
GIS Manager
(Title)

Telephone No: 512-943-3707

Email: george.strebel@wilcotx.gov

Williamson County
301 SE Inner Loop, Ste 107
Georgetown, Texas 78626

Sec. 3. Submittal of Payment Requests

Submit payment invoices to CAPCOG's Project Representative, Accounts Payable Invoices at apinvoices@capcog.org and Charles Simon at csimon@capcog.org.

Sec. 4. Designated Location for Records Access and Review

PUBLIC AGENCY designates the physical location below for record access and review pursuant to any applicable provision of this Contract:

Williamson County
301 SE Inner Loop, Ste 107
Georgetown, Texas 78626

Interlocal Agreement (ILA) Expenses Estimate

Williamson County

For 9-1-1 GIS Database Management Services during FY26

Add additional lines as needed

Personnel (include name & title)	Total Annual Salary and Fringe	FTE Percentage	Amount allocated to ILA
name, title			$ -
name, title			$ -
name, title			$ -
name, title			$ -
name, title			$ -
Total Personnel Budget	$ -	0.00%	$ -

Supplies/Software/Subscriptions (include unit price a	Purpose/Use under the ILA	Amount allocated to ILA
item description		
item description		
item description		
item description		
item description		
item description		
Total Supplies Budget		$ -

Travel (include location if known and breakdown of expense	Purpose/Use under the ILA including number of personnel traveling	Amount allocated to ILA
item description		
item description		
item description		
item description		
item description		
item description		
Total Equipment Budget		$ -

Equipment (include only items over $5,000)	Purpose/Use under the ILA	Amount allocated to ILA
item description		
item description		
item description		
item description		
item description		
item description		
Total Equipment Budget		$ -

Total Estimated Expenses for FY26: $ -

More information:

Provide further explanation of any of the expenses listed above.

Project Representative
Designated Alternate

Sec. 1. Summary

1.1. The individual named below is the DESIGNATED ALTERNATE to the PUBLIC AGENCY PROJECT REPRESENTATIVE, who is authorized to process 9-1-1 data submissions on behalf of PUBLIC AGENCY.

1.2. The DESIGNATED ALTERNATE possesses sufficient knowledge of the submission process, a working understanding of the PUBLIC AGENCY's database, and access to all files and systems necessary to perform the responsibilities of the PROJECT REPRESENTATIVE.

PUBLIC AGENCY: Williamson County

DESIGNATED ALTERNATE Name: Trevor Barrington

DESIGNATED ALTERNATE Phone: 512-943-3387

DESIGNATED ALTERNATE Email: trevor.barrington@wilcotx.gov

DESIGNATED ALTERNATE Signature:

Commissioners Court - Regular Session **28.**

Meeting Date: 09/16/2025

Approval and Ratification of Agreement No. 2025358 with Camelback & Co, LLC DBA Servpro for Remediation Services at the Williamson County Sheriff's Office 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 ratification of agreement #2025358 between Williamson County and Camelback & Co, LLC DBA Servpro for emergency remediation services not-to-exceed amount of Nineteen Thousand Five Hundred Twenty-Four Dollars and Twenty-Seven Cents ($19,524.27) and exempting requirements pursuant to the discretionary exemption as set forth under Texas Local Government Code § 262.024 (a)(2) [an item necessary to preserve and protect the public health or safety or the residents of the county].

Background

This Emergency Services Agreement is set to expire on 9.30.2025. Contract Documents and Ethics Form 1295 are on file. The agreement has been signed by the County Judge due to the immediate need to start the process of the remediation services at the Williamson County Sheriff's Office located at 508 South Round Rock St., Georgetown, TX 78626. Legal and Budget have been reviewed. The Funding Source is 01.0100.1008.004509. The department's point of contact is Christi Stromberg.

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	09/09/2025 12:22 PM
Form Started By: Michelle McKinney		Started On: 09/04/2025 11:35 AM
Final Approval Date: 09/09/2025		

Commissioners Court - Regular Session **29.**

Meeting Date: 09/16/2025

Final Plat for the Heritage Mill North Section 1 subdivision – Pct. 4

Submitted For: Adam Boatright **Submitted By:** Misti Schulz, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approval of the Final Plat for the Heritage Mill North Section 1 subdivision – Precinct 4.

Background

This is the first section of the Heritage Mill North subdivision. It consists of 130 residential lots, 5 open space lots, 2 mixed-use lots, 1 green link/drainage lot, 1 green link/easement lot, 1 open space/drainage lot, 1 amenity lot, 1 pond/open space lot, and 6,550 linear feet of new roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $7,035,701.20 has been posted with the County to cover the cost of the remaining construction.

Timeline
2025-01-03 – initial submittal of the final plat
2025-02-01 – 1st review complete with comments
2025-02-14 – 2nd submittal of final plat
2025-02-28 – 2nd review complete with comments
2025-05-09 – 3rd submittal of final plat
2025-05-23 – 3rd review complete with comments
2025-05-30 – 4th submittal of final plat
2025-06-13 – 4th review complete with comments
2025-07-15 – 5th submittal of final plat
2025-07-24 – 5th review complete with comments cleared
2025-09-05 – receipt of final plat with signatures
2025-09-10 – final plat placed on the September 16th, 2025, Commissioners Court agenda for consideration

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Fiscal Impact

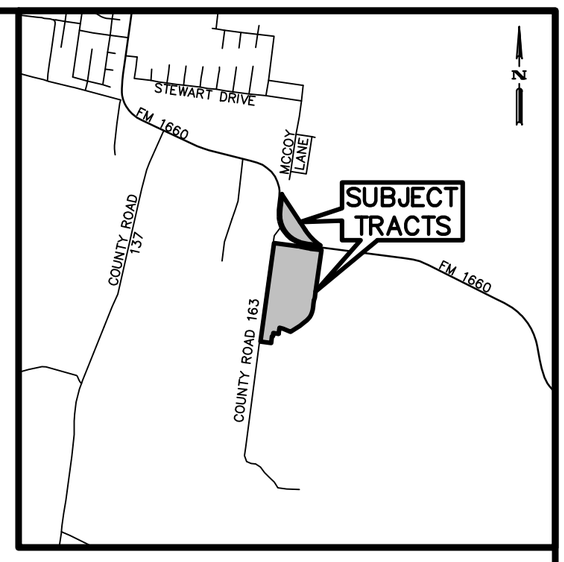
From/To	Acct No.	Description	Amount

Attachments

Final Plat Heritage Mill North Section 1 Subdivision

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/10/2025 09:36 AM
Form Started By: Misti Schulz		Started On: 09/09/2025 07:59 AM
Final Approval Date: 09/10/2025		



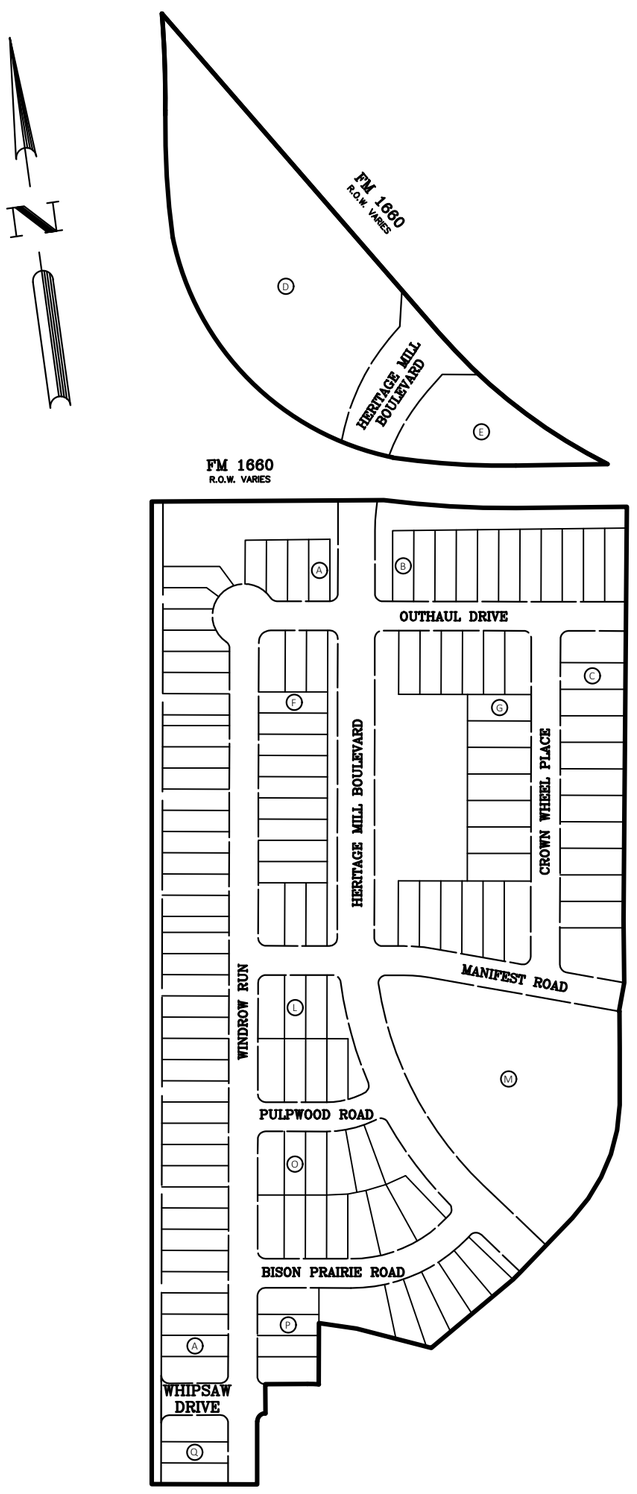
OWNER(S):
DOMAIN TIMBERLAKE MULTISTATE, LLC
590 MADISON AVE 13TH FL
NEW YORK, NEW YORK 10022
(512)334–6775

S&H HUTTO INVESTMENTS LLC
4408 SPICEWOOD SPRING
AUSTIN, TEXAS 78759
(512)596–6544

ENGINEER:
BGE, INC.,
TBPE F–1046
7330 SAN PEDRO AVE., SUITE 202
SAN ANTONIO, TEXAS 78216
(210)581–3600

WILLIAMSON COUNTY SUBMITTAL DATE: 7/28/2025

LAND USE SCHEDULE		
DESCRIPTION	NO.	ACREAGE
RESIDENTIAL	130	16.129 AC.
OPEN SPACE	5	1.245 AC.
GREEN LINK & DRAINAGE	1	0.058 AC.
GREEN LINK & EASEMENT	1	0.087 AC.
OPEN SPACE & DRAINAGE	1	0.800 AC.
MIXED USE	2	5.061 AC.
AMENITY	1	3.441 AC.
POND/OPEN SPACE	1	1.664 AC.
RIGHT–OF–WAY	–	8.844 AC.
RIGHT–OF–WAY DEDICATION	–	0.834 AC.
TOTAL	142	38.163 AC.



FINAL PLAT
HERITAGE MILL NORTH SECTION 1

A SUBDIVISION OF 38.163 ACRES OF LAND LOCATED IN THE WILLIAM GATLIN, SURVEY NO. 23, ABSTRACT 271, WILLIAMSON COUNTY, TEXAS

BGE, Inc.
7330 San Pedro Ave., Suite 301
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106500

HUTTO VILLAGE
COMMERCIAL, LLC
CALLED 7.770 ACRES
DOC. NO. 2023013454
O.P.R.W.C.

NEW HOPE CHRISTIAN CHURCH
CALLED 8.10 ACRES
(TRACT ONE)
DOC. NO. 2015099686 O.P.R.W.C.

NEW HOPE CHRISTIAN
CHURCH
CALLED 2.00 ACRES
(TRACT TWO)
DOC. NO. 2015099686
O.P.R.W.C.

HUTTO INDEPENDENT
SCHOOL DISTRICT
CALLED 15.01 ACRES
DOC. NO. 2006015406
O.P.R.W.C.

BROOKLANDS PARTNERS, LTD.
CALLED 63.5 ACRES
DOC. NO. 2017023816 O.P.R.W.C.

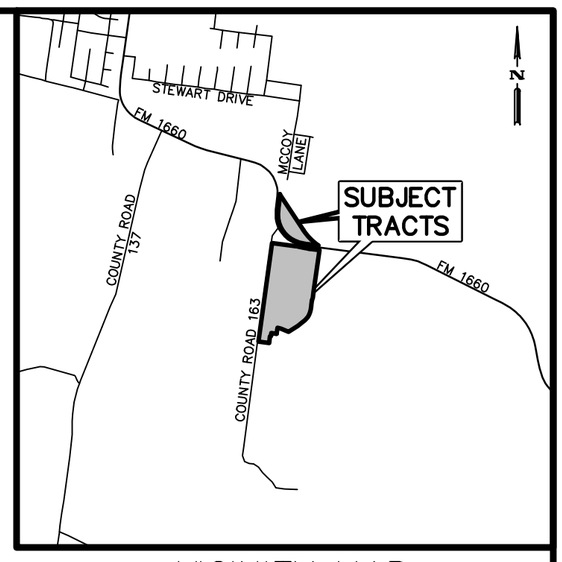
APPROXIMATE LIMITS OF CITY OF HUTTO E.T.J.
APPROXIMATE LIMITS OF THE CITY OF HUTTO

W. GATLIN
SURVEY NO. 23
ABSTRACT NO. 271

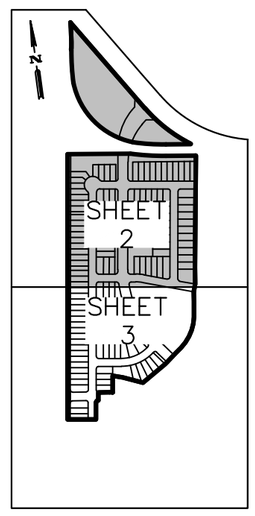
COUNTY ROAD 163
APPARENT R.O.W. VARIES
(NO DEED OF RECORD FOUND)

LEGEND

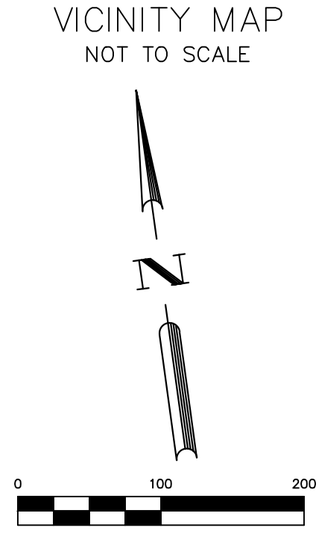
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
M.U.E.	MUNICIPAL UTILITY EASEMENT
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PG.	PAGE
R.O.W.	RIGHT-OF-WAY
VOL.	VOLUME
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP STAMPED "BGE INC"
(A)	BLOCK
(25)	BUILDING SETBACK LINE– DISTANCE AS NOTED (IN FEET)
■	FOUND TXDOT TYPE I MONUMENT
◉	FOUND TXDOT TYPE II MONUMENT
1	TYPICAL M.U.E. DETAIL (SEE M.U.E. DETAIL 1, SHEET 2)
2	TYPICAL M.U.E. DETAIL (SEE M.U.E. DETAIL 2, SHEET 2)
3	TYPICAL M.U.E. DETAIL (SEE M.U.E. DETAIL 3, SHEET 2)



VICINITY MAP
NOT TO SCALE



SHEET LEGEND



BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.0001097659

FM 1660
R.O.W. VARIES
VOL. 384, PGS. 602 & 608
& VOL. 386, PG. 411 D.R.W.C.

FM 1660
R.O.W. 150'
DOC. NOS. 2016064873, 2016064874, 2016064888, 2016075808 & 2016096242 O.P.R.W.C.

FM 1660
R.O.W. 150'
DOC. NOS. 2016064873, 2016064874, 2016064888, 2016075808 & 2016096242 O.P.R.W.C.

HERITAGE MILLS BLVD
R.O.W. VARIES
93' MINIMUM

HERITAGE MILL BOULEVARD
R.O.W. VARIES 70' MINIMUM

WINDROW RUN 55' R.O.W.

MANIFEST ROAD 55' R.O.W.

OUTHAUL DRIVE 55' R.O.W.

CROWN WHEEL PLACE 55' R.O.W.

GREEN LINK & DRAINAGE

GREEN LINK & EASEMENT

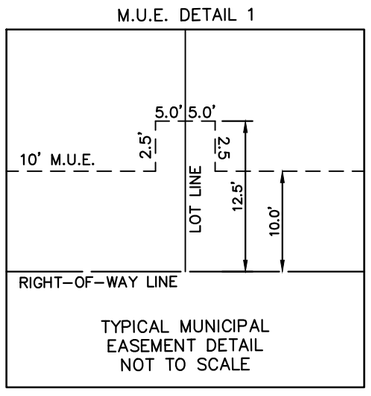
MICHAEL W. MAHER, II
CALLED 3.616 ACRES
DOC. NO. 2019100608
O.P.R.W.C.

MICHAEL W. MAHER, II
CALLED 2.000 ACRES
DOC. NO. 2019100609
O.P.R.W.C.

DOMAIN TIMBERLAKE MULTISTATE, LLC
CALLED 271.214 ACRE
DOC. NO. 2024034490
O.P.R.W.C.

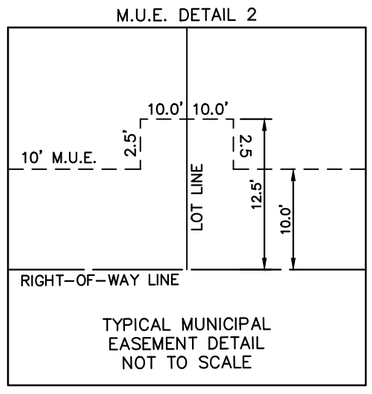
MATCH LINE SHEET 2
MATCH LINE SHEET 3

M.U.E. DETAIL 1



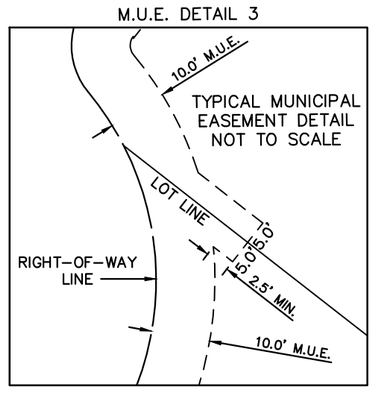
TYPICAL MUNICIPAL EASEMENT DETAIL NOT TO SCALE

M.U.E. DETAIL 2



TYPICAL MUNICIPAL EASEMENT DETAIL NOT TO SCALE

M.U.E. DETAIL 3



FINAL PLAT
HERITAGE MILL NORTH SECTION 1

A SUBDIVISION OF 38.163 ACRES OF LAND LOCATED IN THE WILLIAM GATLIN, SURVEY NO. 23, ABSTRACT 271, WILLIAMSON COUNTY, TEXAS

BGE, Inc.
7330 San Pedro Ave., Suite 301
San Antonio, TX 78216
Tel: 210-581-3600 ● www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106500

EAGLE LAKE DRIVE

BROOKLANDS SECTION SIX
DOC. NO. 2023019268
O.P.R.W.C.

MATCH LINE SHEET 2
MATCH LINE SHEET 3

COUNTY ROAD 163
APPARENT R.O.W. VARIES
(NO DEED OF RECORD FOUND)

W. GATLIN
SURVEY NO. 23
ABSTRACT NO. 271

RIGHT-OF-WAY DEDICATION
0.834 OF ONE ACRE

TIMBER BROOK DRIVE

BROOKLANDS SECTION SIX
DOC. NO. 2023019268
O.P.R.W.C.

BROOKLANDS BOULEVARD

BROOKLANDS SECTION FIVE
DOC. NO. 2022044502
O.P.R.W.C.

APPROXIMATE LIMITS OF CITY OF HUTTO E.T.J.

N 7°48'41" E 1,853.05'

S 7°55'21" W 1,370.70'

SEE DETAIL "H"

10' M.U.E. HEREBY DEDICATED

GREEN LINK & EASEMENT

MANIFEST ROAD
55' R.O.W.

SEE DETAIL "K" SHEET 3

4
0.257 AC
OPEN SPACE

1
1.664 AC
POND/
OPEN SPACE

CROWN WHEEL PLACE 55' R.O.W.

MICHAEL W. MAHER, II
CALLED 2.000 ACRES
DOC. NO. 2019100609
O.P.R.W.C.

MICHAEL W. MAHER, II
CALLED 3.616 ACRES
DOC. NO. 2019100608
O.P.R.W.C.

DOMAIN TIMBERLAKE MULTISTATE, LLC
CALLED 271.214 ACRE
DOC. NO. 2024034490
O.P.R.W.C.

S 72°04'39" E 363.97'
364.66'

VARIABLE WIDTH SIGHT DISTANCE EASEMENT HEREBY DEDICATED
SEE DETAIL "G" THIS SHEET

SEE DETAIL "B"

4
0.158 AC
OPEN SPACE

HERITAGE MILL BOULEVARD
70' R.O.W.

1
3.441 AC
AMENITY CENTER

PULPWOOD ROAD
55' R.O.W.

10' M.U.E. HEREBY DEDICATED

6
0.203 AC
OPEN SPACE

WINDROW RUN
55' R.O.W.

SEE DETAIL "C"
SEE DETAIL "D"
SEE DETAIL "E"
SEE DETAIL "F"
SEE DETAIL "J"
SEE DETAIL "L"

11
0.051 AC
OPEN SPACE

BISON PRAIRIE ROAD 55' R.O.W.

WHIPSAW DRIVE
VARIES 55' & 60' R.O.W.

N 82°04'39" W 198.81'

DOMAIN TIMBERLAKE MULTISTATE, LLC
CALLED 271.214 ACRE
DOC. NO. 2024034490
O.P.R.W.C.

0 100 200

DETAIL "A"
NOT TO SCALE

FM 1660
R.O.W. VARIES
VOL. 384, PGS. 602 & 608
& VOL. 386, PG. 411 D.R.W.C.

LOT 1

DETAIL "B"
NOT TO SCALE

MANIFEST ROAD

LOT 45

CLAYTON PROPERTIES GROUP, INC.
CALLED 271.214 ACRE
DOC. NO. 202100740
O.P.R.W.C.

DETAIL "C"
NOT TO SCALE

LOT 6
LOT 5
LOT 3
LOT 4
PULPWOOD ROAD

DETAIL "D"
NOT TO SCALE

PULPWOOD ROAD

DETAIL "E"
NOT TO SCALE

BISON PRAIRIE RD
LOT 11 OPEN SPACE
LOT 10

DETAIL "F"
NOT TO SCALE

WHIPSAW DRIVE

SHEET LEGEND
SHEET 2
SHEET 3

DETAIL "G"
NOT TO SCALE

LOT 1
VARIABLE WIDTH SIGHT DISTANCE EASEMENT HEREBY DEDICATED

DETAIL "H"
NOT TO SCALE

LOT 23
S 82°04'39" E 126.00'
15' WATERLINE EASEMENT
WINDROW RUN
55' R.O.W.
LOT 22
GREEN LINK & EASEMENT LOT
15' DRAINAGE EASEMENT
PROPOSED
RIGHT-OF-WAY DEDICATION
0.834 OF ONE ACRE
LOT 21

DETAIL "I"
NOT TO SCALE

LOT 33
LOT 32
GREEN LINK & DRAINAGE LOT
10.0' M.U.E. HEREBY DEDICATED
LOT 31
10.0' M.U.E. HEREBY DEDICATED
PROPOSED RIGHT-OF-WAY DEDICATION 0.834 OF ONE ACRE
WINDROW RUN
55' R.O.W.

DETAIL "J"
NOT TO SCALE

10.0' M.U.E.
LOT 1
S 7°55'21" W 35.11'

DETAIL "K"
NOT TO SCALE

LOT 16
LOT 14
S 82°04'39" E 40.00'

DETAIL "L"
NOT TO SCALE

LOT 1
10.0' M.U.E.
S 7°55'21" W 35.79'

LEGEND

DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
M.U.E.	MUNICIPAL UTILITY EASEMENT
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PG.	PAGE
R.O.W.	RIGHT-OF-WAY
VOL.	VOLUME
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP STAMPED "BGE INC"
(A)	BLOCK
25	BUILDING SETBACK LINE– DISTANCE AS NOTED (IN FEET)
■	FOUND TXDOT TYPE I MONUMENT
◙	FOUND TXDOT TYPE II MONUMENT
1	TYPICAL M.U.E. DETAIL (SEE M.U.E. DETAIL 1, SHEET 2)
2	TYPICAL M.U.E. DETAIL (SEE M.U.E. DETAIL 2, SHEET 2)
3	TYPICAL M.U.E. DETAIL (SEE M.U.E. DETAIL 3, SHEET 2)

FINAL PLAT
HERITAGE MILL NORTH SECTION 1

A SUBDIVISION OF 38.163 ACRES OF LAND LOCATED IN THE WILLIAM GATLIN, SURVEY NO. 23, ABSTRACT 271, WILLIAMSON COUNTY, TEXAS

BGE, Inc.
7330 San Pedro Ave., Suite 301
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106500

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	405.39'	1,040.00'	22°20'02"	S 44°18'16" E	402.83'
C2	233.27'	1,433.05'	9°19'36"	N 78°27'44" W	233.01'
C3	621.45'	532.96'	66°48'33"	N 37°11'38" W	586.84'
C4	231.43'	1,642.70'	8°04'20"	N 04°21'56" E	231.24'
C5	182.11'	2,011.25'	5°11'17"	N 05°48'27" E	182.05'
C6	250.12'	1,741.28'	8°13'48"	S 78°42'14" E	249.91'
C7	21.41'	277.50'	4°25'15"	N 80°16'34" W	21.41'
C8	23.45'	15.00'	89°35'27"	S 52°43'05" W	21.14'
C9	109.31'	1,040.66'	6°01'07"	S 36°09'00" E	109.26'
C10	144.65'	400.00'	20°43'12"	S 38°38'29" W	143.87'
C11	93.10'	532.96'	10°00'30"	S 64°43'03" E	92.98'
C12	216.31'	420.00'	29°30'33"	S 32°34'07" W	213.93'
C13	30.94'	530.00'	3°20'43"	S 48°59'44" W	30.94'
C14	57.49'	400.00'	8°14'04"	S 12°02'23" W	57.44'
C15	23.56'	15.00'	90°00'00"	S 37°04'39" E	21.21'
C16	23.56'	15.00'	90°00'00"	S 52°55'21" W	21.21'
C17	20.94'	15.00'	80°00'00"	S 32°04'39" E	19.28'
C18	47.56'	272.50'	10°00'00"	N 77°04'39" W	47.50'
C19	25.90'	15.00'	98°56'03"	S 48°27'20" W	22.80'
C20	434.82'	665.00'	37°27'49"	S 19°44'37" E	427.11'
C21	23.56'	15.00'	90°00'31"	N 83°28'46" W	21.21'
C22	245.01'	302.50'	46°24'23"	N 74°43'10" E	238.37'
C23	23.56'	15.00'	90°00'00"	S 52°55'21" W	21.21'
C24	23.67'	15.00'	90°24'33"	S 37°16'55" E	21.29'
C25	23.67'	15.00'	90°24'33"	N 37°16'55" W	21.29'
C26	23.45'	15.00'	89°35'27"	S 52°43'05" W	21.14'
C27	23.67'	15.00'	90°24'33"	S 37°16'55" E	21.29'
C28	23.45'	15.00'	89°35'27"	N 52°43'05" E	21.14'
C29	14.53'	15.00'	55°28'55"	N 19°49'06" W	13.96'
C30	210.45'	60.00'	200°57'50"	S 52°55'21" W	118.00'
C31	14.53'	15.00'	55°28'55"	S 54°20'12" E	13.96'
C32	23.56'	15.00'	90°00'00"	N 52°55'21" E	21.21'
C33	35.34'	22.50'	90°00'00"	S 52°55'21" W	31.82'
C34	23.56'	15.00'	90°00'00"	N 37°04'39" W	21.21'
C35	15.63'	735.00'	1°13'06"	S 07°18'48" W	15.63'
C36	23.88'	15.00'	91°13'06"	N 52°18'48" E	21.44'
C37	23.56'	15.00'	90°00'00"	S 37°04'39" E	21.21'
C38	23.56'	15.00'	90°00'00"	S 52°55'21" W	21.21'
C39	23.56'	15.00'	90°00'00"	N 37°04'39" W	21.21'
C40	26.18'	15.00'	100°00'00"	N 57°55'21" E	22.98'
C41	57.16'	327.50'	10°00'00"	N 77°04'39" W	57.09'
C42	23.19'	15.00'	88°35'40"	S 37°46'49" E	20.95'
C43	16.31'	665.00'	1°24'20"	S 07°13'11" W	16.31'
C44	23.56'	15.00'	90°00'00"	S 52°55'21" W	21.21'
C45	21.54'	15.00'	82°15'54"	N 40°56'42" W	19.73'

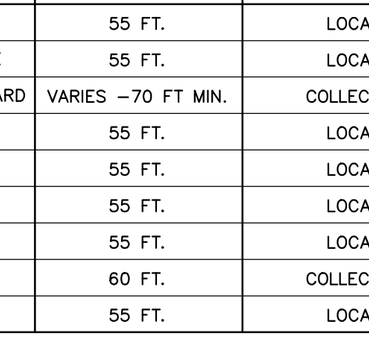
CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C46	197.42'	735.00'	15°23'22"	S 07°30'26" E	196.82'
C47	22.83'	15.00'	87°11'46"	N 28°23'46" E	20.69'
C48	69.01'	152.50'	25°55'42"	N 84°57'30" E	68.42'
C49	23.56'	15.00'	90°00'00"	S 37°04'39" E	21.21'
C50	23.56'	15.00'	90°00'00"	S 52°55'21" W	21.21'
C51	93.90'	207.50'	25°55'42"	N 84°57'30" E	93.10'
C52	22.60'	15.00'	86°18'24"	N 64°51'09" W	20.52'
C53	193.23'	735.00'	15°03'48"	S 29°13'51" E	192.68'
C54	23.11'	15.00'	88°16'43"	N 07°22'37" E	20.89'
C55	200.46'	247.50'	46°24'23"	N 74°43'10" E	195.03'
C56	23.56'	15.00'	90°00'00"	S 37°04'39" E	21.21'
C57	520.20'	532.96'	55°55'26"	S 31°45'05" E	499.79'
C58	233.27'	1,433.05'	9°19'36"	S 78°27'44" E	233.01'
C59	8.15'	532.96'	0°52'36"	S 70°09'36" E	8.15'
C60	296.08'	1,040.00'	16°18'42"	S 47°18'56" E	295.08'
C61	28.11'	327.50'	4°55'03"	N 74°32'10" W	28.10'
C62	29.05'	327.50'	5°04'57"	N 79°32'10" W	29.04'
C63	27.38'	152.50'	10°17'07"	N 77°08'12" E	27.34'
C64	40.52'	152.50'	15°13'19"	N 89°53'25" E	40.40'
C65	1.12'	207.50'	0°18'35"	S 82°13'56" E	1.12'
C66	1.12'	152.50'	0°25'17"	S 82°17'17" E	1.12'
C67	36.00'	207.50'	9°56'26"	N 82°42'08" E	35.95'
C68	20.78'	207.50'	5°44'16"	N 74°51'47" E	20.77'
C69	69.78'	247.50'	16°09'16"	N 59°35'36" E	69.55'
C70	74.00'	247.50'	17°07'51"	N 76°14'10" E	73.72'
C71	56.68'	247.50'	13°07'15"	S 88°38'17" E	56.55'
C72	63.63'	302.50'	12°03'09"	S 88°06'13" E	63.52'
C73	36.97'	302.50'	7°00'08"	N 82°22'08" E	36.95'
C74	36.97'	302.50'	7°00'08"	N 75°22'00" E	36.95'
C75	36.97'	302.50'	7°00'08"	N 68°21'51" E	36.95'
C76	36.97'	302.50'	7°00'08"	N 61°21'43" E	36.95'
C77	33.50'	302.50'	6°20'41"	N 54°41'18" E	33.48'
C78	29.66'	60.00'	28°19'37"	S 33°23'45" E	29.36'
C79	41.15'	60.00'	39°17'35"	S 00°24'51" W	40.35'
C80	25.57'	60.00'	24°24'52"	S 32°16'04" W	25.37'
C81	35.98'	60.00'	34°21'26"	S 61°39'13" W	35.44'
C82	21.49'	60.00'	20°31'22"	S 89°05'37" W	21.38'
C83	44.33'	60.00'	42°19'47"	N 59°28'48" W	43.33'
C84	12.27'	60.00'	11°43'11"	N 32°27'20" W	12.25'
C85	14.14'	15.00'	54°00'12"	S 70°55'15" W	13.62'
C86	11.76'	15.00'	44°55'51"	S 21°27'13" W	11.46'
C87	220.16'	665.00'	18°58'07"	S 10°29'46" E	219.15'
C88	36.00'	207.50'	9°56'26"	S 87°21'26" E	35.95'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 08°24'06" E	9.46'
L2	N 82°35'02" W	42.60'
L3	S 07°17'18" W	116.81'
L4	S 17°55'21" W	55.00'
L5	S 72°04'39" E	0.69'
L6	S 07°26'57" W	67.63'
L7	S 07°29'37" W	50.00'
L8	S 07°47'41" W	59.20'
L9	S 13°56'32" W	47.10'
L10	S 22°15'55" W	47.10'
L11	S 30°35'18" W	47.10'
L12	S 38°54'41" W	47.10'
L13	S 47°14'32" W	47.19'
L14	S 51°31'30" W	50.00'
L15	S 51°31'29" W	91.54'
L16	S 53°34'16" W	19.67'
L17	S 57°49'13" W	201.22'
L18	N 67°38'19" W	145.75'
L19	N 73°47'09" W	71.70'
L20	S 07°55'21" W	115.71'
L21	N 82°29'12" W	79.50'
L22	S 07°30'48" W	55.00'
L23	N 82°29'12" W	0.61'
L24	S 07°55'21" W	118.90'
L25	S 81°57'09" E	69.92'

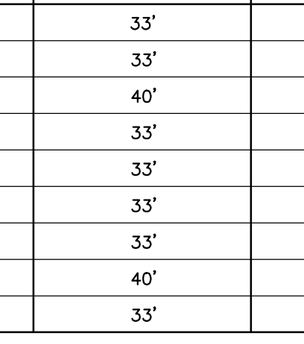
LINE TABLE		
NUMBER	BEARING	DISTANCE
L26	N 49°00'04" E	41.79'
L27	S 11°08'44" W	68.72'
L28	S 82°04'39" E	108.14'
L29	N 72°04'39" W	110.58'
L30	S 82°04'39" E	33.21'
L31	S 38°28'31" E	101.70'
L32	N 51°30'58" E	8.43'
L33	S 07°55'21" W	115.79'
L34	S 82°29'12" E	96.00'
L35	N 82°29'12" W	96.00'
L36	N 82°04'39" W	99.70'
L37	S 82°04'39" E	40.90'
L38	N 71°59'39" E	5.85'
L39	S 71°59'39" W	6.51'
L40	N 82°04'39" W	111.50'
L41	S 45°31'30" E	28.35'
L42	S 28°49'37" E	44.82'
L43	N 51°30'58" E	8.78'
L44	N 86°57'35" E	34.61'
L45	S 85°21'07" E	40.07'
L46	N 08°58'40" W	228.96'
L47	N 82°35'02" W	21.41'
L48	N 80°56'09" E	39.55'
L49	N 74°00'55" E	40.61'

STREET NAMES						
STREET	R.O.W. WIDTH	CLASSIFICATION	PAVEMENT WIDTH	CENTERLINE LENGTH	DESIGN SPEED	TYPE
BISON PRAIRIE ROAD	55 FT.	LOCAL	33'	485 FT.	25 MPH	PUBLIC
CROWN WHEEL PLACE	55 FT.	LOCAL	33'	692 FT.	25 MPH	PUBLIC
HERITAGE MILL BOULEVARD	VARIES -70 FT MIN.	COLLECTOR	40'	1,807 FT.	35 MPH	PUBLIC
MANIFEST ROAD	55 FT.	LOCAL	33'	719 FT.	25 MPH	PUBLIC
OUTHAUL DRIVE	55 FT.	LOCAL	33'	720 FT.	25 MPH	PUBLIC
PULPWOOD ROAD	55 FT.	LOCAL	33'	293 FT.	25 MPH	PUBLIC
WHIPSAW DRIVE	55 FT.	LOCAL	33'	43 FT.	25 MPH	PUBLIC
WHIPSAW DRIVE	60 FT.	COLLECTOR	40'	153 FT.	35 MPH	PUBLIC
WINDROW RUN	55 FT.	LOCAL	33'	1,638 FT.	25 MPH	PUBLIC
TOTAL LINEAR FEET				6,550 FT.		

BUILDING SETBACK LINE
TYPICAL DETAIL
SEE NOTE #44



M.U.E. DETAIL 4
LOT 1, BLOCKS D & E



FINAL PLAT

HERITAGE MILL NORTH SECTION 1

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LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
1	A	6,260	R
2	A	5,040	R
3	A	5,040	R
4	A	5,040	R
5	A	5,040	R
6	A	5,040	R
7	A	5,040	R
8	A	5,040	R
9	A	5,040	R
10	A	5,040	R
11	A	5,040	R
12	A	5,040	R
13	A	5,040	R
14	A	5,040	R
15	A	5,040	R
16	A	5,040	R
17	A	5,040	R
18	A	5,040	R
19	A	5,040	R
20	A	5,040	R
21	A	5,040	R
22	A	3,780	GL/E
23	A	5,040	R
24	A	5,040	R
25	A	5,040	R
26	A	5,040	R
27	A	5,040	R
28	A	5,040	R
29	A	5,040	R
30	A	5,040	R
31	A	5,040	R
32	A	2,520	GL/D
33	A	5,040	R
34	A	5,040	R
35	A	5,040	R
36	A	4,623	R
37	A	3,804	R
38	A	3,876	R
39	A	5,185	R
40	A	34,855	OS/D
41	A	3,519	R
42	A	4,508	R
43	A	4,644	R
44	A	4,665	R

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
1	B	25,056	OS
2	B	5,347	R
3	B	5,367	R
4	B	5,388	R
5	B	5,409	R
6	B	5,429	R
7	B	5,450	R
8	B	5,471	R
9	B	5,492	R
10	B	5,512	R
11	B	5,533	R
12	B	5,666	R

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
1	C	7,330	R
2	C	6,133	R
3	C	6,118	R
4	C	6,104	R
5	C	6,089	R
6	C	6,075	R
7	C	6,061	R
8	C	6,046	R
9	C	6,032	R
10	C	6,018	R
11	C	6,005	R
12	C	11,127	R

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
1	D	180,110	M.U.

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
1	E	40,363	M.U.

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
1	F	5,691	R
2	F	4,640	R
3	F	4,640	R
4	F	11,212	OS
5	F	5,200	R
6	F	5,200	R
7	F	5,200	R
8	F	5,200	R
9	F	5,200	R
10	F	5,200	R
11	F	5,200	R
12	F	5,200	R
13	F	5,200	R
14	F	5,902	R
15	F	4,760	R
16	F	4,760	R

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
1	G	72,498	P/OS
2	G	4,800	R
3	G	4,800	R
4	G	4,800	R
5	G	4,800	R
6	G	4,800	R
7	G	5,952	R
8	G	6,000	R
9	G	6,000	R
10	G	6,000	R
11	G	6,000	R
12	G	6,000	R
13	G	6,000	R
14	G	6,240	R
15	G	7,712	R
16	G	5,910	R
17	G	5,628	R
18	G	5,346	R
19	G	5,075	R
20	G	4,932	R

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
1	L	5,952	R
2	L	4,800	R
3	L	4,800	R
4	L	6,884	OS
5	L	4,723	R
6	L	4,800	R
7	L	4,800	R
8	L	5,952	R

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
1	M	149,877	AMEN

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
1	O	5,952	R
2	O	4,800	R
3	O	4,800	R
4	O	5,596	R
5	O	5,539	R
6	O	8,838	OS
7	O	6,419	R
8	O	7,078	R
9	O	6,077	R
10	O	4,846	R
11	O	4,800	R
12	O	4,800	R
13	O	5,952	R

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
1	P	5,940	R
2	P	4,640	R
3	P	4,640	R
4	P	5,752	R
5	P	10,649	R
6	P	5,258	R
7	P	6,002	R
8	P	5,341	R
9	P	5,014	R
10	P	4,969	R
11	P	2,240	OS

LOT AREA TABLE			
LOT	BLOCK	SQUARE FEET	TYPE
1	Q	6,260	R
2	Q	5,040	R
3	Q	5,040	R

LEGEND	
AMEN	AMENITY
R	RESIDENTIAL
GL/D	GREENLINK/ DRAINAGE LOT
GL/E	GREENLINK/ EASEMENT LOT
OS/D	OPEN SPACE/ DRAINAGE LOT
MU	MIXED USE
L/D	LANDSCAPE/ DRAINAGE
P/OS	POND/OPEN SPACE

FINAL PLAT

HERITAGE MILL NORTH SECTION 1

A SUBDIVISION OF 38.163 ACRES OF LAND LOCATED IN THE WILLIAM GATLIN, SURVEY NO. 23, ABSTRACT 271, WILLIAMSON COUNTY, TEXAS

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DESCRIPTION OF A 38.163 ACRE TRACT OF LAND

FIELD NOTES FOR A 38.163 ACRE TRACT OF LAND IN THE WILLIAM GATLIN SURVEY NUMBER 23, ABSTRACT 271, WILLIAMSON COUNTY, TEXAS; BEING ALL OF A CALLED 5.794 ACRE TRACT OF LAND (TRACT 2) AS CONVEYED UNTO S&H HUTTO INVESTMENTS, LLC IN DOCUMENT NUMBER 2021009582 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; AND A PORTION OF A CALLED 271.214 ACRE TRACT OF LAND AS CONVEYED UNTO DOMAIN TIMBERLAKE MULTISTATE, LLC IN DOCUMENT NUMBER 2024034490 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 38.163 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS TRACT 1 AND TRACT 2 BY METES AND BOUNDS AS FOLLOWS:

Tract No. 1, 5.794 Acres of Land

BEGINNING at a Texas Department of Transportation (TxDOT) Type II right–of–way monument found on the original north right–of–way line of F.M. 1660 (R.O.W. ~ Varies), as described in Volume 384, Pages 602 & 608 and Volume 386, Page 411 of the Deed Records of Williamson County, Texas, at the intersection with the current south right–of–way line F.M. 1660 (R.O.W. ~ Varies), as described in Document Numbers 2016064873, 2016064874, 2016064888, 2016075808, and 2016096242 of the Official Public Records of Williamson County, Texas, being the most easterly corner of said 5.794 acre tract, for the east corner and POINT OF BEGINNING of the herein described tract;

THENCE, coincident with the common line of the 5.794 acre tract and said original north right–of–way the following six (6) courses;

1) N 83°07'32" W, a distance of 172.79 feet, to a 3/8–inch iron rod found in concrete for a point of curvature of the herein described tract;
2) Curving to the right, with a radius of 1,433.05 feet, an arc length of 233.27 feet, a central angle of 09°19'36", a chord bearing of N 78°27'44" W, and a chord distance of 233.01 feet to a 1/2–inch iron rod with a cap stamped "HALFF ASSOCIATES" found at the end of this curve and the beginning of a non–tangent curve;
3) Curving to the right, with a radius of 532.96 feet, an arc length of 621.45 feet, a central angle of 66°48'33", a chord bearing of N 37°11'38" W, and a chord distance of 586.84 feet to a broken Texas Department of Transportation (TxDOT) Type I right–of–way monument found at the end of this curve and the beginning of another non–tangent curve;
4) Curving to the right, with a radius of 1,642.70 feet, an arc length of 231.43 feet, a central angle of 08°04'20", a chord bearing of N 04°21'56" E, and a chord distance of 231.24 feet to a TxDOT Type I right–of–way monument found for a point of tangency;
5) N 08°24'06" E, a distance of 9.46 feet, to a TxDOT Type I right–of–way monument found for a point of curvature;
6) Curving to the left, with a radius of 2,011.25 feet, an arc length of 182.11 feet, a central angle of 05°11'17", a chord bearing of N 05°48'27" E, and a chord distance of 182.05 feet to a 1/2–inch iron rod with a cap stamped "BGE INC" set on the aforementioned current southwest right–of–way line of F.M.1660, at the end of this curve for the north corner of the 5.794 acre tract and of the herein described tract;

THENCE, S 33°08'26" E, coincident with the common line of the 5.794 acre tract and said current right–of–way line, a distance of 797.21 feet to a TxDOT Type II right–of–way monument found for the beginning of a non–tangent curve of the herein described tract;

THENCE, continuing coincident with said common line, curving to the left, with a radius of 1,040.00 feet, an arc length of 405.39 feet, a central angle of 22°20'02", a chord bearing of S 44°18'16" E, and a chord distance of 402.83 feet to the POINT OF BEGINNING and containing 5.794 acres of land, more or less.

Tract No. 2, 32.369 Acres of Land

BEGINNING at a 1/2–inch iron rod found on the south right–of–way line of FM 1660 (R.O.W. ~ varies) as described in Volume 384, Pages 602 & 608 and Volume 386, Page 411 of the Deed Records of Williamson County, Texas, at the common corner of said 271.214 acre tract and a called 3.616 acre tract of land as conveyed unto Michael W. Maher, II in Document Number 2019100608 of the Official Public Records of Williamson County, Texas, for northeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, S 08°15'06" W, departing the south right–of–way line of FM 1660, coincident with the common line of 271.214 acre tract and said 3.616 acre tract, a distance of 780.51 feet to a 1/2–inch iron rod found at the southwest corner of said 3.616 acre tract, for an angle point of the herein described tract;

THENCE, departing said common line, over and across the 271.214 acre tract the following twenty–five (25) courses:

1) S 07°17'18" W, a distance of 116.81 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an angle point of the herein described tract;
2) S 17°55'21" W, a distance of 55.00 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;
3) S 72°04'39" E, a distance of 0.69 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;
4) S 07°26'57" W, a distance of 67.63 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an angle point of the herein described tract;
5) S 07°29'37" W, a distance of 50.00 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an angle point of the herein described tract;
6) S 07°47'41" W, a distance of 59.20 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an angle point of the herein described tract;
7) S 13°56'32" W, a distance of 47.10 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an angle point of the herein described tract;
8) S 22°15'55" W, a distance of 47.10 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an angle point of the herein described tract;
9) S 30°35'18" W, a distance of 47.10 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an angle point of the herein described tract;
10) S 38°54'41" W, a distance of 47.10 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an angle point of the herein described tract;
11) S 47°14'32" W, a distance of 47.19 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an angle point of the herein described tract;
12) S 51°31'30" W, a distance of 50.00 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an angle point of the herein described tract;
13) S 51°31'29" W, a distance of 91.54 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an angle point of the herein described tract;
14) S 53°34'16" W, a distance of 19.67 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an angle point of the herein described tract;
15) S 57°49'13" W, a distance of 201.22 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for a corner of the herein described tract;
16) N 67°38'19" W, a distance of 145.75 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an angle point of the herein described tract;
17) N 73°47'09" W, a distance of 71.70 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for a re–entrant corner of the herein described tract;
18) S 07°55'21" W, a distance of 115.71 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set at the beginning of a non–tangent curve for an exterior corner of the herein described tract;
19) Curving to the left, with a radius of 277.50 feet, an arc length of 21.41 feet, a central angle of 04°25'15", a chord bearing of N 80°16'34" W, and a chord distance of 21.41 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for a point of tangency of the herein described tract;
20) N 82°29'12" W, a distance of 79.50 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for a re–entrant corner of the herein described tract;
21) S 07°30'48" W, a distance of 55.00 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for a corner of the herein described tract;
22) N 82°29'12" W, a distance of 0.61 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for a point of curvature of the herein described tract;
23) Curving to the left, with a radius of 15.00 feet, an arc length of 23.45 feet, a central angle of 89°35'27", a chord bearing of S 52°43'05" W, and a chord distance of 21.14 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for a point of tangency of the herein described tract;
24) S 07°55'21" W, a distance of 118.90 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for the southeast corner of the herein described tract; and
25) N 82°04'39" W, a distance of 198.81 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set on the apparent east right–of–way line of County Road 163 (Apparent R.O.W. ~ varies), no deed of record found, and the west line of the 271.214 acre tract for the southwest corner of the herein described tract;

THENCE, N 07°48'41" E, coincident with the common line of the 271.214 acre tract and said apparent right–of–way line, a distance of 1,853.05 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set at the northeast corner of the apparent right–of–way of said County Road 163, at the northwest corner of the 271.214 acre tract, on the original aforementioned south right of–way line of F.M. 1660, for the northwest corner of the herein described tract, from which a broken TxDOT Type I concrete right–of–way monument found on the east line of a called 15.01 acre tract of land conveyed unto the Hutto Independent School District in Document Number 2006015406 of the Official Public Records of Williamson County, Texas, at the northwest corner of the apparent right–of–way of County Road 163, bears N 82°35'02" W a distance of 42.60 feet;

THENCE, coincident with the common line of the 271.214 acre tract and said south right–of–way line, the following three (3) courses:

1) S 82°35'02" E, a distance of 437.93 feet to a TxDOT Type I right–of–way monument found for the beginning of a non–tangent curve of the herein described tract;
2) Curving to the left, with a radius of 1,741.28 feet, an arc length of 250.12 feet, a central angle of 08°13'48", a chord bearing of S 78°42'14" E, and a chord distance 249.91 feet to a broken TxDOT Type I right–of–way monument found for a point of tangency of the herein described tract;
3) S 82°49'08" E, a distance of 208.63 feet to the POINT OF BEGINNING and containing 32.369 acres of land, more or less.

The resultant net acreage being 38.163 acres of land, more or less.

NOTES:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE APPROVED WATER AND WASTEWATER SYSTEMS.
2. IT IS THE RESPONSIBILITY OF THE MUNICIPAL UTILITY DISTRICT NO. 35, 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.
3. 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.
4. SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION, IN CONFORMANCE WITH THE UDC, AS AMENDED. ALL SIDEWALKS SHALL BE MAINTAINED BY MUNICIPAL UTILITY DISTRICT NO. 35
5. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100–YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NO. 48491C0520F, DATED DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
6. THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
7. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE DESIGNATED 100 YEAR FLOOD PLAIN AS DEFINED BY F.E.M.A. MAP NO. 48491C0520F, DATED DECEMBER 20, 2019.
8. DRIVEWAYS SHALL ONLY CONNECT TO AN INTERNAL PLATTED ROADS
9. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
10. NO BUILDING, FENCING, LANDSCAPING, OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
11. 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.
12. WATER SERVICE IS PROVIDED BY: CITY OF HUTTO
13. WASTEWATER SERVICE IS PROVIDED BY: CITY OF HUTTO
14. 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 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.
15. HERITAGE MILL NORTH SECTION 1 IS SUBJECT TO TRAFFIC IMPACT FEES IN ACCORDANCE WITH THE CONSENT AGREEMENT DOCUMENT NUMBER 2021043665.
16. 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.
17. ALL PUBLIC DEDICATION SHALL BE ACCOMPLISHED FREE OF LIENS. RELEASE OF LIENS SHALL BE PROVIDED BY THE COMMISSIONER'S COURT.
18. A TEN FOOT WIDE MUNICIPAL UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT–OF–WAY.
19. 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.
20. LOT 1, BLOCK G, IS DESIGNATED AS DETENTION POND, DRAINAGE, AND OPEN SPACE LOT AND SHALL BE DEEDED TO AND MAINTAINED BY WILLIAMSON COUNTY MUD 35.
21. LOTS 22, 32, 40, BLOCK A, ARE DESIGNATED AS GREEN LINK, DRAINAGE, AND OPEN SPACE LOTS AND SHALL BE DEEDED TO AND MAINTAINED BY WILLIAMSON COUNTY MUD 35.
22. LOT 1, BLOCK B, LOT 4, BLOCK F, LOT 4, BLOCK L, LOT 6, BLOCK O, AND LOT 11, BLOCK P ARE DESIGNATED AS OPEN SPACE LOTS AND SHALL TO BE DEDICATED TO THE HOA.
23. LOT 1, BLOCK M IS DESIGNATED AS AN AMENITY CENTER LOT AND SHALL TO BE DEDICATED TO THE HOA.
24. BUILDING SETBACK LINES SHALL CONFORM TO UDC REQUIREMENTS, AS AMENDED.
25. TREES SHALL BE INSTALLED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION, IN CONFORMANCE WITH THE UDC, AS AMENDED.
26. WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE AVAILABLE THROUGH THE CITY OF HUTTO AFTER THE APPROPRIATE WATER AND WASTEWATER SYSTEM IMPROVEMENTS ARE INSTALLED TO THIS SITE. THE CITY OF HUTTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE OUTSIDE OF THE CONSENT AGREEMENT (WILLIAMSON COUNTY MUD NO. 35).
27. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATION SHOULD BE BUILT AT LEAST ONE–FOOT ABOVE THE SURROUNDING GROUND, AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2" PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.
28. ELECTRIC SERVICE IS PROVIDED BY: ONCOR.
29. GAS SERVICE IS PROVIDED BY: TEXAS GAS SERVICE.
30. ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CONSENT AGREEMENT (WILLIAMSON COUNTY MUD NO. 35), CITY OF HUTTO UNIFIED DEVELOPMENT CODE, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
31. ON–SITE STORMWATER DETENTION FACILITIES WILL BE PROVIDED TO REDUCE POST–DEVELOPMENT PEAK RATES OF DISCHARGE OF THE 2–, 10–, 25–, AND 100–YEAR STORM EVENTS.
32. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
33. GREENLINK LOTS SHALL BE DEVELOPED IN CONFORMANCE WITH THE UDC, AS AMENDED.
34. MAXIMUM IMPERVIOUS COVER PER RESIDENTIAL AND NON–RESIDENTIAL LOTS SHALL BE BASED ON THE DRAINAGE REPORT.
35. A PORTION OF THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON–SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.1, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON–SITE STORMWATER DETENTION IF THE DEVELOPMENT RELEASES UNDETAINED STORMWATER DIRECTLY INTO A DETENTION EXEMPT STREAM REACH.
36. NO CONSTRUCTION, PLANTING, OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
37. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT–OF–WAY. THIS HOMEOWNERS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO INSURE THE PROPER FUNDING FOR MAINTENANCE.
38. RESIDENTIAL DRIVEWAYS ARE TO BE LOCATED NO CLOSER TO THE CORNER OF INTERSECTING RIGHTS OF WAY THAN 60 PERCENT OF THE PARCEL FRONTAGE OR 50 FEET, WHICHEVER IS LESS.
39. THIS SUBDIVISION IS SUBJECT TO STORM–WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1 (PER DECEMBER 7, 2021, REGULATIONS), ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
40. 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.
41. 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.
42. A SECOND POINT OF ACCESS, MEETING ALL CRITERIA OF THE MOST RECENTLY ADOPTED FIRE CODE, AS AMENDED, SHALL BE REQUIRED ON ALL PLATS OF RESIDENTIAL SUBDIVISIONS CONTAINING MORE THAN 29 DWELLING UNITS.
43. FIRE LANE STRIPING SHALL BE POSTED ON ONE SIDE OF THE STREET FOR STREETS MORE THAN 26 FEET WIDE AND LESS THAN 32 FEET WIDE.
44. LOT 1, BLOCKS D AND E, SHALL INCLUDE A 50–FOOT BUILDING SETBACK ADJACENT TO FM 1660, 25–FOOT BUILDING SETBACK ADJACENT TO HERITAGE MILL BOULEVARD, AND 20–FOOT BUILDING SETBACK ADJACENT TO CR 163.

FINAL PLAT

HERITAGE MILL NORTH SECTION 1

A SUBDIVISION OF 38.163 ACRES OF LAND LOCATED IN THE WILLIAM GATLIN, SURVEY NO. 23, ABSTRACT 271, WILLIAMSON COUNTY, TEXAS

BGE, Inc.
7330 San Pedro Ave., Suite 301
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106500

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

THAT DOMAIN TIMBERLAKE MULTISTATE, LLC, ACTING HEREBY AND THROUGH, HOUDIN HONARVAR, ACTING MANAGER, THE OWNER OF A CALLED 271.214 ACRE TRACT OF LAND AS CONVEYED BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2024034490 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON, COUNTY, TEXAS, AND THAT S&H HUTTO INVESTMENTS, LLC, ACTING HEREBY AND THROUGH JOE STRAUB, MANAGER, THE OWNER OF A CALLED 5.794 ACRE TRACT OF LAND (TRACT 2) AS CONVEYED BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2021009582 OF THE OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS, BEING IN THE WILLIAM GATLIN SURVEY NUMBER 23, ABSTRACT 271 LOCATED IN WILLIAMSON COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 38.163 ACRES OF LAND AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THOSE CERTAIN TRACTS OF LAND, AND THAT WE OWNERS OF 38.163 ACRES OF LAND AS SHOWN HEREON, DO HEREBY SUBDIVIDE AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC FOR SUCH PURPOSES AS WILLIAMSON COUNTY, TEXAS 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:

HERITAGE MILL NORTH SECTION 1

WITNESS MY HAND, THIS THE 14th DAY OF May, 2025, A.D.

DOMAIN TIMBERLAKE MULTISTATE 2, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

HOUDIN HONARVAR, ACTING MANAGER

STATE OF ~~TEXAS~~ New York §
New York §
COUNTY OF ~~WILLIAMSON~~ §

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED HOUDIN HONARVAR, ACTING MANAGER, 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 AND IN THE CAPACITY THEREIN STATED.

Josephine G Cimino — 5-14-2025
NOTARY PUBLIC, STATE OF ~~TEXAS~~ New York — DATE

JOSEPHINE G CIMINO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CI0026551
Qualified in Nassau County
My Commission Expires 7-5-2028

Josephine G. Cimino
PRINT NOTARY'S NAME
MY COMMISSION EXPIRES 7-5-2028

WITNESS MY HAND, THIS THE 29th DAY OF July, 2025 A.D.

S&H HUTTO INVESTMENTS, LLC., A TEXAS LIMITED LIABILITY COMPANY
4408 SPICEWOOD SPRINGS
AUSTIN, TEXAS 78759

BY: JOE STRAUB,
MANAGER

JOE STRAUB, MANAGER

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED JOE STRAUB, MANAGER, 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 AND IN THE CAPACITY THEREIN STATED.

Sharon Daniels — 7-29-25
NOTARY PUBLIC, STATE OF TEXAS — DATE

Sharon Daniels
PRINT NOTARY'S NAME
MY COMMISSION EXPIRES 12-18-27

SHARON DANIELS
My Notary ID # 8581670
Expires December 18, 2027

I, RICHARD PHAM, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND DO HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

RICHARD PHAM, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 142275
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728

5/5/2025
DATE

STATE OF TEXAS
RICHARD PHAM
142275
LICENSED
PROFESSIONAL ENGINEER

I, DION P. ALBERTSON, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF LAND SURVEYING, AND DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND WAS PREPARED FROM AN ACTUAL ON THE GROUND SURVEY, BY EMPLOYEES OF BGE INC. ON JANUARY 2020.

DION P. ALBERTSON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4963
BGE, INC.
7330 SAN PEDRO AVE., SUITE 301
SAN ANTONIO, TEXAS 78216

4/30/25
DATE

STATE OF TEXAS
REGISTERED
DION P. ALBERTSON
4963
PROFESSIONAL
LAND SURVEYOR

ROAD NAME AND ADDRESS ASSIGNMENT VERIFIED THIS THE 5th DAY OF September, 2025 A.D.

Teresa Baker
WILLIAMSON COUNTY ADDRESS COORDINATOR

THIS PLAT WAS APPROVED FOR RECORDING BY THE PLANNING AND ZONING COMMISSION CHAIR ON THE 6 DAY OF May, 2025

Richard Hudson — 9-2-25
PLANNING AND ZONING COMMISSION CHAIR — DATE

ASHLEY BAILEY, AICP — 9-2-25
DEVELOPMENT SERVICES DIRECTOR — DATE

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 IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. 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 FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

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

I, STEVEN SNELL, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

STEVEN SNELL, COUNTY JUDGE — DATE
WILLIAMSON COUNTY, TEXAS

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

THAT I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE ____DAY OF_____, A.D., 20___, AT _____ O'CLOCK ____M., AND DULY RECORDED THIS THE ____DAY OF _____, A.D., 20___, AT _____O'CLOCK, ____.M. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO._____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY E. RISTER, CLERK COUNTY COURT
WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

FINAL PLAT
HERITAGE MILL NORTH SECTION 1

A SUBDIVISION OF 38.163 ACRES OF LAND LOCATED IN THE WILLIAM GATLIN, SURVEY NO. 23, ABSTRACT 271, WILLIAMSON COUNTY, TEXAS

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TBPELS Licensed Surveying Firm No. 10106500

Commissioners Court - Regular Session **30.**

Meeting Date: 09/16/2025

SWCA 24RFSQ16 SA1 to WA1 Environmental On-Call Svcs

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplement No. 1 to Work Authorization No. 1 to the Environmental On-Call Services contract executed March 19, 2024, between Williamson County and SWCA Environmental Consultants relating to the 2023 Road and Bridge Program. Funding source: 01.0200.0210.004100.

Background

Supplemental No. 1 to Work Authorization No. 1 is for additional environmental services in the amount of $40,000.00 from $30,000.00 to $70,000.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SWCA 24RFSQ16 SA1 to WA1 Environmental On-Call Svcs

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/09/2025 09:48 AM
County Judge Exec Asst.	Delia Colon	09/09/2025 02:28 PM
Form Started By: Vicky Edwards		Started On: 09/09/2025 09:01 AM
Final Approval Date: 09/09/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 1

WILLIAMSON COUNTY ROAD & BRIDGE PROJECT:
Environmental On-Call Services

This Supplemental Work Authorization No. 1 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Consulting 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 SWCA Environmental Consultants (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. 1 dated effective January 29, 2025 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the 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 $30,000 to $70,000, reflecting a fee increase of $40,000. The Fee Schedule is attached hereto as Attachment "D".

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

IN WITNESS WHEREOF, the County and the Firm have executed this Supplemental Work Authorization, to be effective as of the date of the last party's execution below.

FIRM:	**COUNTY:**
By: _____	By: _____
Signature	Signature
Matthew McMillan	_____
Printed Name	Printed Name
Natural Resources Director – Austin	_____
Title	Title
August 22, 2025	_____
Date	Date

LIST OF ATTACHMENTS

Attachment D - Fee Schedule

APPROVED
By Christen Eschberger at 3:28 pm, Sep 08, 2025

ATTACHMENT D
FEE SCHEDULE
ROAD AND BRIDGE ENVIRONMENTAL ON-CALL SERVICES

WORK AUTHORIZATION NO. 1
PROJECT: Road and Bridge Environmental On-Call Services

The Firm's most recently approved Exhibit D Rate Schedule through Professional Services Agreement or subsequently approved Contract Amendments.

Commissioners Court - Regular Session **31.**

Meeting Date: 09/16/2025

Rifeline 25RFP30 SA1 to WA2 CR 201

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplemental No. 1 to Work Authorization No. 2 to the Public Involvement Services contract executed on July 29, 2025, between Williamson County and Rifeline, LLC relating to the 2023 Road and Bridge Program. Funding source: P499.

Background

The Rifeline, LLC Supplemental No. 1 to Work Authorization No. 2 extends the termination date to September 30, 2026.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Rifeline 25RFP30 SA1 to WA2 CR 201

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/09/2025 09:48 AM
County Judge Exec Asst.	Delia Colon	09/09/2025 02:29 PM
Form Started By: Vicky Edwards		Started On: 09/09/2025 09:08 AM
Final Approval Date: 09/09/2025		

Supplemental No. 1

To

Work Authorization No. 2

This Work Authorization ("WA") is made pursuant to the terms and conditions of the Public Involvement Services Agreement executed by and between Williamson County, Texas ("County") and, Rifeline, LLC ("Firm") on July 29, 2025 (the "Agreement") and describes the particular Services that shall be provided to County by Firm hereunder.

1. **Primary Services to Be Provided by Firm to County:**

   Firm shall provide the following Services to County:

   The Firm will provide the service outlined in the Master Contract Exhibit A – Scope of Services on an as needed basis by request of the County and GEC team for CR 201 Phase 1 From CR 200 to Umbrella Sky.

2. **County's Responsibilities (if applicable):**

   County shall provide the following:

   The County will provide direction to the public involvement team, availability for meetings As necessary, review and approval of strategy and materials.

3. **Compensation Specific to this WA: (No Change)**

   The maximum amount of compensation payable for Services under this WA without modification is $ 40,000.00 .

4. **Expenses Specific to this WA (if applicable): (No Change)**

   The County will pay the Firm up to a maximum amount of $ 2,000.00 for expenses actually incurred during the performance of the Services to be performed under this WA.

5. **Payment Terms:**

   All invoices are due and payable in accordance with the terms of the Agreement.

6. **Time for Performance Specific to this WA: (Change)**

   The Services to be performed under this WA shall be completed on or before September 30, 2026

7. Incorporation by Reference; Conflicting Terms and Conditions:

All terms and conditions of the Agreement are hereby incorporated herein by reference as though they were fully set forth herein. To the extent that any of the terms and conditions of the Agreement conflict with the terms and conditions of this WA, the terms and conditions of the Agreement shall control unless this WA specifically states that the parties intend to modify a specific terms or condition of the Agreement.

WITNESS WHEREOF each County and Firm has caused its authorized representatives to execute and deliver this WA effective as of the date which this WA is last signed below.

FIRM:

Rifeline, LLC

By: Sydney J Moore

Printed Name: Sydney Moore

Title: President

Date: August 20, 20 25

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: As Presiding Officer of the Williamson County Commissioners Court

Date: _____ ____, 20___

APPROVED
By Christen Eschberger at 3:25 pm, Sep 08, 2025

Commissioners Court - Regular Session **32.**

Meeting Date: 09/16/2025

Cobb Fendley 25RFSQ35 WA2 Smith Branch City of Georgetown Water Line Relocation

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 2 in the amount of $104,839.00 to expire on December 31, 2026 under Williamson County Contract for Engineering Services between Cobb, Fendley & Associates, Inc. and Williamson County dated July 22, 2025 for Smith Branch City of Georgetown Water Line Relocation. Funding source: P519.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cobb Fendley 25RFSQ35 WA2 Smith Branch City of Georgetown Water Line Relocation

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/09/2025 03:48 PM
County Judge Exec Asst.	Delia Colon	09/10/2025 09:37 AM
Form Started By: Vicky Edwards		Started On: 09/09/2025 12:18 PM
Final Approval Date: 09/10/2025		

WORK AUTHORIZATION NO. 2
PROJECT: Smith Branch City of Georgetown Water Line Relocation

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated July 22, 2025 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Cobb, Fendley & Associates, Inc. (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is $104,839.00.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on July 7, 2025, upon 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. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
Cobb, Fendley & Associates, Inc.	Williamson County, Texas
By: Sandra G Khoury	By: _____
	Signature
Sandra G. Khoury, P.E.	_____
Printed Name	Printed Name
Executive Vice President	_____
Title	Title
September 9, 2025	_____
Date	Date

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Rate Schedule

ATTACHMENT A

SERVICES TO BE PROVIDED BY COUNTY

Williamson County and/or its Designated Representative(s) will provide project direction, review and oversight of utility design and engineering services for all Road and Bridge Projects and will provide all project related design files, topographic survey and right-of-way data to assist with coordination efforts.

Williamson County and/or its Designated Representative(s) will negotiate and secure Interlocal Agreements (ILA), when applicable, and provide copies to Utility Coordinator upon execution.

Proposed Scope of Services
Smith Branch Flood Control – City of Georgetown Water Relocations

CobbFendley will provide design, bid, and construction phase services for the installation of approximately 400 linear feet of 10" water main, 100 linear feet of 20" steel encasement installed via open trench, required appurtenances, water structure adjustments, and connections to the existing 10" water lines associated with the construction of the Smith Branch Flood Control project in Williamson County. This scope assumes that the water/wastewater plans will be included in the PS&E for the roadway and drainage plans, joint bid with the roadway and drainage plans, and constructed by the roadway and drainage Contractor. Below is a detailed scope of services.

I. Design Phase

During the Design Phase, CobbFendley will prepare plans and compile specifications for the construction of the water and wastewater utility relocations and adjustments. Below is a detailed scope of services. If relocations in addition to the ones labeled on the attached strip map are identified, an additional services proposal will be prepared to perform the necessary relocation design work. This proposal assumes that CobbFendley will prepare erosion controls for the water relocations. The design phase assumes a preliminary design workshop meeting, followed by 90% and 100% submittals to City of Georgetown.

A. Preliminary.
    1. Kickoff meeting. Meet with City, County, utility coordinator for project kickoff.
    2. Gather and analyze data. Obtain plans and electronic files for roadway and topographical information. This scope assumes that survey information and data for relocations and adjustments located within the ROW will be provided by the roadway engineer and that it is adequate for design. This scope assumes that any additional survey necessary to design relocations and adjustments located outside of the ROW will be performed by others and provided to CobbFendley.
    3. Coordinate with the City on relocations. Includes one (1) coordination meeting with the City.
    4. Preliminary Design Workshop Meeting. CobbFendley will prepare a preliminary design exhibit with alignment alternatives to present to the City of Georgetown in a preliminary design workshop meeting. Discussions from this meeting will be incorporated into the official 90% submittal. Exhibit will be plan layouts with no profiles. CobbFendley will perform a quantity take-off and prepare a cost estimate for the alignment alternatives.

B. Plans. CobbFendley will prepare design plans at 90% and 100% completion. 90% and 100% plans will be officially submitted to City of Georgetown for review. We anticipate the following sheets to be included in our design set.
    1. Cover sheet. (1 Sheet)
    2. General Notes. Assemble a set of general notes using City of Georgetown and TCEQ standards. (2 Sheets)
    3. Summary of Quantities (1 Sheets). Prepare a summary of quantities sheet. Full quantities will be included in the 90% and 100% submittals.
    4. Overall Layout Sheet (1 Sheet). Prepare an overall reference sheet to scale.
    5. Erosion and Sedimentation Control Sheets (1 Sheet). Prepare 11"x17" erosion and sedimentation control plan sheets at 90% and 100% submittals. Assumes 1 sheet.
    6. Plan and Profile (1 Sheet). Prepare plan plan and profile sheets at 90% and 100% submittals for the proposed relocations at a scale of 1" = 40' on 11"x17" plan sheets, with a true half size. Assumes 1 sheet.
    7. Restrained Joint Calculations (1 Sheet). Perform restrained joint calculations and include a table of required lengths calculated in the plans. Assumes 1 sheet.
    8. Detail Sheets (2 sheets). Prepare detail sheets showing standard construction details and special, project-specific details. Assumes 2 sheets.

    Note: This scope assumes that environmental clearance required for new easements, if applicable, will be handled by others. This scope assumes that additional survey needed for relocations outside of the right-of-way will be coordinated with and performed by others. This scope assumes that traffic controls for the water and wastewater utility relocations, if necessary, will be designed by others.

C. Specifications. CobbFendley will assemble standard technical specifications to be included in the roadway contract documents. A full set of utility specifications required will be provided with the 90% and 100% submittals for the water line relocations. City of Georgetown and City of Austin standard technical

specifications will be used for this project. This scope assumes that front end/contract documents will be prepared by others.

D. Quantity Take-Off/Cost Estimate/Bid Form. CobbFendley will perform a quantity take-off and prepare a cost estimate at the 90%, and 100% submittals. Bid items to be included in the bid form prepared by GEC.
E. QA/QC. CobbFendley will perform internal quality control reviews on the plans and specifications prior to each submittal to City of Georgetown.
F. Prepare 2 submittal packages. CobbFendley will assemble plans and specifications and submit to City of Georgetown for review. This scope assumes there will be a 90% and 100% Final Bid Set submittal. CobbFendley will electronically provide 11"x17" size plans and specifications for each submittal.
G. Respond to comments. CobbFendley will review comments provided by the City of Georgetown and prepare a written response to the comments for inclusion with the subsequent submittal.
H. Coordination/Review meetings (2). This includes scope coordination for the project and two (2) submittals to City of Georgetown for their review and approval. If the correspondence, meetings, and revisions required by the City exceeds the number of meetings listed in this scope of services, then additional services will be required.
I. Approvals. Coordinate with City of Georgetown to obtain required approvals for construction. This scope assumes that permits will be obtained by others.
J. Project Management. This proposal assumes a three (3) month design schedule.

II. Bid Phase

CobbFendley will provide limited assistance in the bidding of the project. This scope assumes that the utility relocation and adjustment bid items will be included in the roadway project bid and CobbFendley will provide assistance as related to water and wastewater relocations and adjustments only. This scope also assumes that the Owner will engage a bidding assistance center for the distribution and management of plans during bid phase. Distribution of plans and maintenance of a plan holders list is not included in this scope. Below is a detailed scope of services for bid phase:

A. Attend pre-bid conference. Meeting agenda and minutes prepared by others.
B. Respond to contractor's questions during bidding process.
C. Prepare addenda (assume 1) to address contractor questions. Distribution will be handled by others.

The following items are not included in bid phase services:

A. Review bid tabs.
B. Review contractor recommendation.

III. Construction Phase

CobbFendley will provide limited construction administration and observation assistance to the project and City of Georgetown. This scope does not include inspection services. This scope assumes construction duration of six (6) months. All scopes of services in this scope are related to water and wastewater utility relocations only. Below is a detailed scope of services for construction phase:

A. Attend preconstruction meeting.
B. Attend three (3) meetings when utility adjustments are in process.
C. Attend periodic site visits. Assume two (2) site visits (not coincident with progress meetings). If additional visits are required, then this will result in additional services.
D. Review project submittals/shop drawings. CobbFendley will review each submittal up to two (2) times. If the Contractor requires a third submittal, it will be reviewed as an additional service and at the Contractor's expense, as will be written in the contract documents. This scope assumes fifteen (15) submittals.
E. Respond to Requests for Information (RFI). CobbFendley will coordinate with City of Georgetown and the Contractor on RFIs and respond with clarifications as needed. This scope assumes five (5) RFIs.
F. Change Orders. CobbFendley will assist in negotiation and preparation of change order documents, should they be necessary. This scope assumes two (2) change orders.
G. Project Close Out. CobbFendley will assist with closing out the contract, reviewing final pay application and affidavits, and preparing a Concurrence Letter.
H. Record Drawings. CobbFendley will prepare a set of record drawings based on Contractor's redlines in the field. Record drawings will be provided to the City electronically.

I. Project Management. This proposal assumes a six (6) month construction schedule.

The following items are not included in construction phase services:

A. Review of pay estimates.
B. This Construction Phase Services assumes that one project inspector amongst the stakeholders will be assigned and there will not be coordination amongst the various stakeholders during construction.
C. Final Walk Through and Punch List.

CobbFendley proposes to perform these services as summarized below.

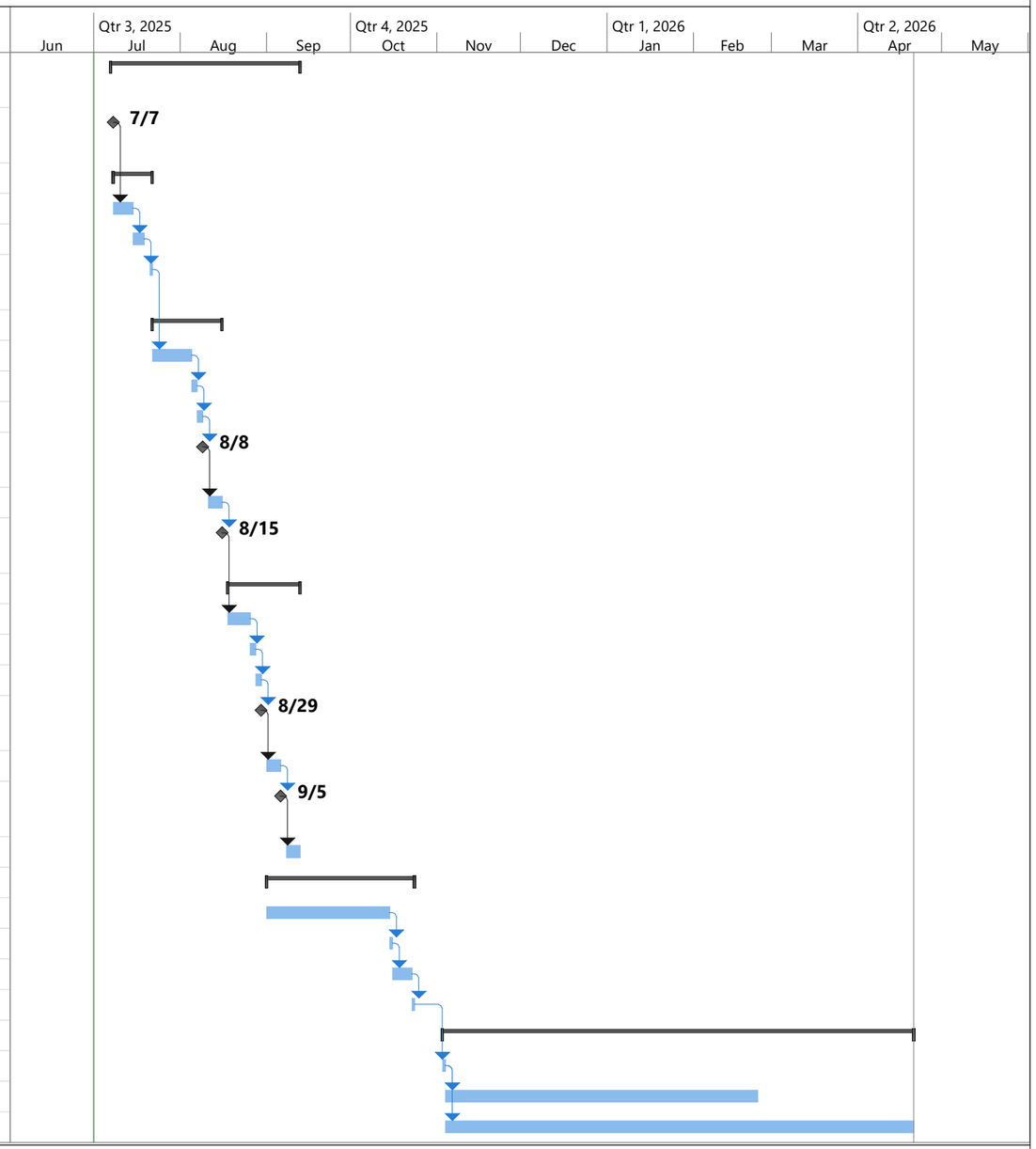
Total Fee Estimate

Task	Labor	Expense	Total Fee
Design	$56,695.00	$389.00	$57,084.00
Bid	$8,900.00	$65.00	$8,965.00
Construction	$38,275.00	$515.00	$38,790.00
Total	$103,870.00	$969.00	$104,839.00

ATTACHMENT C - WORK SCHEDULE

Smith Branch Flood Control WA2
City of Georgetown Water Relocations
Project Schedule
Tue 7/7/25

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1		**Smith Branch FC COG WL Relocations**	**50 days**	**Mon 7/7/25**	**Fri 9/12/25**		
2		Work Authorization Approved/NTP	1 day	Mon 7/7/25	Mon 7/7/25		
3		**Preliminary Water Design**	**10 days**	**Tue 7/8/25**	**Mon 7/21/25**		
4		Preliminary Design	5 days	Tue 7/8/25	Mon 7/14/25	2	
5		QA/QC + Address	4 days	Tue 7/15/25	Fri 7/18/25	4	
6		Workshop Meeting with City of Georgetown	1 day	Mon 7/21/25	Mon 7/21/25	5	
7		**90% Water Design**	**19 days**	**Tue 7/22/25**	**Fri 8/15/25**		
8		90% Design	10 days	Tue 7/22/25	Mon 8/4/25	6	
9		QA/QC	2 days	Tue 8/5/25	Wed 8/6/25	8	
10		Address Comments	2 days	Thu 8/7/25	Fri 8/8/25	9	
11		Submittal to City of Georgetown	0 days	Fri 8/8/25	Fri 8/8/25	10	
12		City of Georgetown Review	1 wk	Mon 8/11/25	Fri 8/15/25	11	
13		Review Meeting with City of Georgetown	0 days	Fri 8/15/25	Fri 8/15/25	12	
14		**100% Water Design**	**20 days**	**Mon 8/18/25**	**Fri 9/12/25**		
15		100% Design	6 days	Mon 8/18/25	Mon 8/25/25	13	
16		QA/QC	2 days	Tue 8/26/25	Wed 8/27/25	15	
17		Address Comments	2 days	Thu 8/28/25	Fri 8/29/25	16	
18		**Submittal to City of Georgetown**	**0 days**	**Fri 8/29/25**	**Fri 8/29/25**	17	
19		City of Georgetown Review	1 wk	Mon 9/1/25	Fri 9/5/25	18	
20		Review Meeting with City of Georgetown	0 days	Fri 9/5/25	Fri 9/5/25	19	
21		City of Georgetown Approval	1 wk	Mon 9/8/25	Fri 9/12/25	20	
22		**Bid Phase**	**39 days**	**Mon 9/1/25**	**Thu 10/23/25**		
23		Advertisement/Bidding	32 days	Mon 9/1/25	Tue 10/14/25		
24		Bid Opening	1 day	Wed 10/15/25	Wed 10/15/25	23	
25		Contractor Selection	1 wk	Thu 10/16/25	Wed 10/22/25	24	
26		Bid Award	1 day	Thu 10/23/25	Thu 10/23/25	25	
27		**Construction Phase**	**121 days**	**Mon 11/3/25**	**Mon 4/20/26**		
28		Pre-Construction Meeting	1 day	Mon 11/3/25	Mon 11/3/25	26FS+6 days	
29		Substantial Construction	4 mons	Tue 11/4/25	Mon 2/23/26	28	
30		Final Construction	6 mons	Tue 11/4/25	Mon 4/20/26	28	



Project: Smith Branch FC
Date: Tue 7/7/25

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

ATTACHMENT D - FEE SCHEDULE

Smith Branch Flood Control
City of Georgetown Water Line Relocations

		Hours					Expenses			
		$260.00 per hour	$215.00 per hour	$195.00 per hour	$152.00 per hour	$150.00 per hour	$0.700 per mile	$15.000 per each	$0.150 per sheet		
	Task	**Proj Mgr II**	**Proj Mgr I**	**Engr II**	**Grad Engr II**	**Coordinator II**	**Mileage**	**Delivery**	**Copies**	Total Hours	Total Budget
	Design Phase										
A	Preliminary										
A1	Kickoff meeting		2	2						4	$820.00
A2	Gather and analyze data.		8	16			140			24	$4840.00
A3	Coordination meeting with City	2	2	2						6	$1340.00
A4	Preliminary Design Workshop Meeting	2	8	16						26	$5360.00
B	Plans									0	$0.00
B1	Cover (1 Sheet)		2	3						5	$1015.00
B2	General Notes (2 Sheets)			2						2	$390.00
B3	Summary of Quantities (2 Sheets)		4	8						12	$2420.00
B4	Overall Layout (1 Sheet)			4						4	$780.00
B5	Erosion and Sedimentation Controls (1 Sheet)		3	12						15	$2985.00
B6	Plan and Profile (1 Sheet)		8	20			280			28	$5620.00
B7	Restrained Joint Calculations (1 Sheets)		8	16						24	$4840.00
B8	Detail Sheets (2 Sheets)		3	3						6	$1230.00
C	Specifications		8	16						24	$4840.00
D	Quantity Take-Off/Cost Estimate/Bid Form		1	2						3	$605.00
E	QA/QC	3	11	5						19	$4120.00
G	Submittal Packages (2)		2	2						4	$820.00
H	Respond to Comments		2	4						6	$1210.00
I	Coordination/Review Meetings (2)	4	4	4						12	$2680.00
J	Approvals		2	3						5	$1015.00
K	Project Management	6	30	9						45	$9765.00
	Hour Sub Total	17	108	149	0	0	420	0	0	274	
	Subtotal Labor Costs	$4,420.00	$23,220.00	$29,055.00	$0.00	$0.00	$294.00	$0.00	$0.00		$56,695.00
	Subtotal Expense Costs										$389.00
	Bid Phase										
A	Attend pre-bid conference		2	6			88			8	$1,600.00
B	Respond to contractors' questions	2	4	8						14	$2,940.00
C	Prepare Addenda (1)	2	6	10		4				22	$4,360.00
	Hour Sub Total	4	12	24	0	4	88	0	0	44	
	Subtotal Labor Costs	$1,040.00	$2,580.00	$4,680.00	$0.00	$600.00	$61.60	$0.00	$0.00		$8,900.00
	Subtotal Expense Costs										$65.00
	Construction Phase										
A	Attend preconstruction meeting		2	2			88			4	$820.00
B	Attend Progress Meetings (3)		6	6			420			12	$2,460.00
C	Site Visits (2)		4	4			140			8	$1,640.00
D	Review Submittals (15)	4	12	23						39	$8,105.00
E	Respond to RFIs (5)	2	10	20						32	$6,570.00
F	Change Orders (2)	4	12	16						32	$6,740.00
G	Project close-out		6	12						18	$3,630.00
H	Record drawings	4	2	4						10	$2,250.00
I	Project Management	3	12			18				33	$6,060.00
	Hour Sub Total	17	66	87	0	18	648	0	0	188	
	Subtotal Labor Costs	$4,420.00	$14,190.00	$16,965.00	$0.00	$2,700.00	$453.60	$0.00	$0.00	$0.00	$38,275.00
	Subtotal Expense Costs										$515.00

Fee Estimate

Task	Labor	Expense	Total Fee
Design	$56,695.00	$389.00	$57,084.00
Bid	$8,900.00	$65.00	$8,965.00
Construction	$38,275.00	$515.00	$38,790.00
Total	$103,870.00	$969.00	$104,839.00

Commissioners Court - Regular Session **33.**

Meeting Date: 09/16/2025

HNTB 82588 WA3 Wilco Road and Bridge GEC

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 3 in the amount of $3,490,623.00 to expire September 30, 2026, under Williamson County Contract for Engineering Services between HNTB Corporation and Williamson County dated January 9, 2024, for General Engineering Consultant (GEC) — Road and Bridge Project Management, Design Management, and Construction Management.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

HNTB 82588 WA3 Wilco Road and Bridge GEC

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/03/2025 01:08 PM
County Judge Exec Asst.	Delia Colon	09/03/2025 03:12 PM
Form Started By: Vicky Edwards		Started On: 08/29/2025 12:38 PM
Final Approval Date: 09/03/2025		

Docusign Envelope ID: F10D9B5C-7898-4D29-8005-605C1AE87E6D

ANNUAL FISCAL YEAR WORK AUTHORIZATION NUMBER 03

This Annual Fiscal Year Work Authorization is made as of this 1st day of October, 2025, under the terms and conditions established in the Agreement for Engineering Services (General Engineering Consultant (GEC) – Construction Management/Inspection Services), dated January 9th, 2024 (the Agreement), between Williamson County, Texas (County) and HNTB Corporation (Engineer). This Annual Fiscal Year Work Authorization is made for the following purpose, consistent with the Project defined in the Agreement:

> *Provide engineering management services required to initiate and monitor production of contract documents and construction of road and drainage projects for various Williamson County programs and departments, excluding the Williamson County Road Bond Program.*

Section A. - Scope of Services

A.1. Engineer shall perform the following Services:

See attached Exhibit B

A.2. The following Services are not included in this Annual Fiscal Year Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the County:

Any Services not listed in Exhibit B and/or exceeding the Authorized Fee.

A.3. In conjunction with the performance of the foregoing Services, Engineer shall provide the following submittals/deliverables (Documents) to County:

See attached Exhibit B

Section B. - Schedule

This Annual Fiscal Year Work Authorization shall be effective as of the date of the last party's execution below and continue until September 30, 2026. Engineer shall perform the Services and deliver the related Documents (if any) according to the following schedule:

October 1, 2025 – September 30, 2026

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, County shall pay to Engineer the not-to-exceed amount of $3,490,623.00, payable according to the Rate Schedule and terms of the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by County to Engineer according to the Rate Schedule and terms of the Agreement.

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Section D. - County's Responsibilities

County shall perform and/or provide the following in a timely manner so as not to delay the Services of Engineer. Unless otherwise provided in this Annual Fiscal Year Work Authorization, County shall bear all costs incident to compliance with the following:
See Attached Exhibit A.

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Annual Fiscal Year Work Authorization:

Not Applicable

IN WITNESS WHEREOF, the County and Engineer have executed this Annual Fiscal Year Work Authorization.

Williamson County, Texas (County)	HNTB CORPORATION (Engineer)
By: _____	By: DocuSigned by: 2DA2BCA605524AC...
Name: _____	Name: Summer B. Lawton, PLA
Title: _____	Title: Senior Vice President
Date: _____ ____, 20____	Date: 9/2/2025

Docusign Envelope ID: F10D9B5C-7898-4D29-8005-605C1AE87E6D

EXHIBIT A

SERVICES TO BE PROVIDED BY THE COUNTY

The services to be provided by COUNTY under the Agreement shall consist of the following items.

1. Furnish all reference documents, information and project data for the development of the projects.
2. Provide traffic data and available schematic layouts for projects in the bond program.
3. Provide design contracts, fee schedules, and project schedules as provided by the project consultants.

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EXHIBIT B

SERVICES TO BE PROVIDED BY THE ENGINEER

The services to be performed by the Engineer under this Agreement shall consist of providing engineering management services required to initiate and monitor production of contract documents and construction of road and drainage projects for various Williamson County programs and departments, excluding the Williamson County Road Bond Program.

The Engineer will furnish materials required to perform the engineering services below.

Program Management

1. Amend and update, in coordination with the Commissioners Court and County staff, the Long-Range Transportation Plan.
2. Identify specific program activities and update/modify program organizational and management documents, agreements, and process.
3. Meet with Commissioners and County staff monthly to identify priority projects.
4. Maintain unit cost data to develop cost estimates, cash flow schedules, and implementation schedules for priority projects.
5. Prepare Request for Qualifications (RFQ's) for project consultants and other professional services.
6. Assist in requesting qualification statements from engineering firms for design services, and from other service providers, as necessary.
7. Assist in selecting or pre-qualifying firms for review and consideration by the Commissioners Court for the road and drainage improvement projects and related activities.
8. Assist County Public Information Officer (PIO) in presenting the most up-to-date and relevant information for posting on the appropriate County website. Review the County website monthly. Provide updated language and exhibits to the PIO as needed for their use in updating the website.
9. Assist the County and Public Involvement consultant in developing public information strategies for the specific transportation project and for each of the road construction components. This would include items such as creation of a full-project multi-media presentation, regular newsletters, targeted project presentations, seminars, town meetings, trade show exhibits, school exhibits, library exhibits, educational materials, website materials, maps, informational pieces keyed to each road project, graphics and other exhibits, as needed.
10. Meet with Texas Department of Transportation (TxDOT) representatives quarterly or as new on-system projects are kicked off, to review TxDOT's proposed improvement

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program for Williamson County and identify projects the County can facilitate and expedite. Prepare documentation for developing Advance Funding Agreements, Local On-System Agreements, and Interlocal Agreements between Williamson County and TxDOT for "partnering" projects.

11. Update as necessary the standardized professional service agreement (PSA) and construction contracts for program activities.
12. Assist County staff and the County Commissioners with appearances and presentations to elected officials, government bodies, Capital Area Metropolitan Planning Organization (CAMPO), service organizations, chambers of commerce, neighborhood groups, school groups, various citizen groups, church groups, etc.
13. Coordinate and assist the Environmental Permitting consultants in updating the comprehensive mitigation program for County projects, as needed.
14. Assist in preparation of Interlocal Agreements with Cities partnering with the County to jointly fund and construct projects. Monitor City activities, schedules, and invoices as necessary.
15. Assist in preparation of Development Agreements with Developers partnering with the County to jointly fund and construct projects. Monitor Developer activities, schedules, and invoices as necessary.
16. Provide expert witness assistance in Right of Way (ROW) acquisition cases and other technical assistance, as requested, in legal matters relating to the program activities.
17. Implement and maintain ProjectWise based project database to facilitate project management and coordination of design and construction efforts. Electronic filing system to include program management materials, planning documents, design documents, right-of-way documents, bid documents, and construction documents.
18. Implement and maintain GIS based ROW database to monitor ROW acquisition status and facilitate timely acquisition of ROW for construction projects.
19. Attend meetings, participate in phone calls, prepare correspondence, send and respond to emails related to the projects.
20. Prepare and issue project documentation throughout the duration of the project.
21. Provide ongoing monitoring and processing responses to Federal (US DOT and USFWS), State (TxDOT and TCEQ), and local (CAMPO) rulemaking, programs, funding and policy directives. Specifically, the team will focus on proposals that could affect project development and timely delivery of the County Road & Bridge Department's projects. The team will also pursue all new funding opportunities from US DOT and CAMPO and assist the County in preparing grant applications and providing information for project/program calls.

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Design & Planning Phase Oversight

1. Attend meetings with Commissioners, County Staff, TxDOT, local government officials, project engineers and other County consultants as needed.

2. Assist the ROW acquisition team in the coordination of acquisitions services and the timely acquisition of ROW for roadway projects. Provide preliminary cost estimates and a priority acquisition schedule.

3. Manage and oversee the Utility Coordination (UC) consultant activities, including:
   - Provide UC consultant with project list, location maps, and implementation schedule.
   - Facilitate coordination between the UC consultant and design consultants.
   - Review reasonableness of utility conflict strip maps.
   - Facilitate coordination between the UC consultant and local governments. Assist in preparation of Interlocal Agreements with Cities and other government entities regarding the relocation of their utility facilities.
   - Review and process utility agreements submitted by the UC consultant.
   - Monitor anticipated relocation schedules to further the timely relocation of utilities for construction projects.
   - Review and process utility invoices submitted by the UC consultant.

4. Manage and oversee preliminary engineering, planning, and final engineering design activities and preparation of construction documents including:
   - Prepare draft scope of work for each road project.
   - Review final scope of work submitted for each road project.
   - Review reasonableness of engineering fee estimate for each project.
   - Assist Client in negotiation of contracts with selected firms.
   - Conduct kick-off meeting with project firm/team.
   - Review QA/QC plans submitted by design firms for conformance with County requirements.
   - Perform design and constructability reviews and provide one set of comments per submittal, including constructability reviews, in accordance with the Program Procedures Manual.
   - Coordinate environmental activities with design engineers, including project permitting, route/alignment issues, and right-of-way acquisition.

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- Review invoices, as requested.
- Conduct a maximum of six (6) progress meetings per project and conduct in-house audits of project consultant activities on a monthly basis.
- Oversee submission of plans to local governments, TxDOT, Texas Turnpike Authority (TTA), and Texas Commission on Environmental Quality (TCEQ), as required.
- Provide project close-out, including obtaining and filing final design files received from design engineer once project construction is completed.

5. Manage and oversee the Environmental consultant activities, including:
   - Facilitate coordination between the Environmental consultant and design consultant.
   - Coordinate with Environmental consultant to obtain geological assessment, biological assessment, and endangered species habitat assessment for each project. Provide reviews in accordance with the Program Procedures Manual.
   - Review and provide comments on Regional Habitat Conservation Plan (RHCP) applications for construction projects. Submit RHCP applications on behalf of Williamson County.

6. Manage the geotechnical investigations, develop contracts for geotechnical firms as needed, and review and disseminate results from the geotechnical investigations. Provide and/or review pavement design for all county road projects.

7. Manage and oversee survey firm activities, including:
   - Prepare or review survey scope of work for on-call or project specific work authorizations.
   - Coordinate with surveyor to obtain field notes for proposed ROW acquisitions.
   - Review draft field notes for accuracy and coordinate with ROW attorney for title search.
   - Coordinate with surveyor to perform miscellaneous tasks, such as staking existing or proposed ROW line, providing aerial or drone photography, or performing topographic survey.

8. Provide constructability reviews for each project, including:
   - Review reasonableness and constructability of construction documents at milestone submittals, during both planning and design phases. Documents to be reviewed may include schematics/plans, survey data, as-built records, existing and proposed ROW

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maps, adjacent project plans, geotechnical investigations/reports, environmental reports, ROW/easement agreements, utility information, and pavement reports.

- Perform site visit to confirm the quality of existing site condition information provided in the construction documents.
- Review proposed construction phasing and verify that the project and its phases are constructible based on the information provided in the traffic control sheets, and that traffic movements for the entire project limits have been addressed.
- Review detours and traffic control to verify milling, level-up, pavement, signage, markings, etc. have been quantified and are included in the construction quantities.
- Review geotechnical recommendations and confirm the recommendations have been incorporated into the design, and do not conflict with the information provided in the earthwork and structural specifications.
- Review limits of construction to confirm that all proposed work is contained within the limits of the ROW or easements.
- Review reasonableness of engineering fee estimate for each project.
- Provide value engineering services for projects outside of scope and budget, as necessary.

9. Provide bid phase services, including:
   - Coordinate the preparation of the final bid documents.
   - Coordinate with Commissioner and Purchasing staff to set advertising and bidding schedule.
   - Prepare contract advertisement and project summary for placement on Court agenda for approval to advertise.
   - Facilitate the pre-bid conference.
   - Prepare/distribute meeting minutes and sign-in sheet to attendees.
   - Assist County and design engineer with answering contractor questions during advertisement period.
   - Coordinate the preparation and distribution of addenda. Review and approve addenda prior to distribution to plan holders.
   - Coordinate with TxDOT as necessary to verify the prequalification and bidding capacity of contractors requesting bid proposal documents for projects on state highway system or utilizing federal funding, including reimbursements.
   - Attend the bid opening and review bids for completeness and compliance with the Invitation for Bids.
   - Review design engineer's bid analysis and recommendation. Perform independent bid analysis, review bidder references, and review bidder qualifications.

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- Coordinate with Commissioner regarding bidder reference results and recommendation of contract award.
- Prepare recommendation of contract award to the successful bidder, for placement on Court agenda for approval.

Construction & Warranty Phase Oversight

10. Manage and oversee the construction of the projects, including:
    - Coordinate the preparation and execution of the construction contract documents.
    - Prepare and distribute Notice of Award to contractor.
    - Prepare and submit Notice of Intent to TCEQ and others, as required.
    - Coordinate distribution of Water Pollution and Abatement Plan or Contributing Zone Plan to contractor and construction observer.
    - Facilitate the pre-construction conference and prepare/distribute meeting minutes to attendees.
    - Perform pre-construction site visit and video existing conditions within the project limits for documentation purposes.
    - Prepare and distribute County TCEQ Site Notice to contractor for posting on construction project site billboard, as required.
    - Prepare and distribute the Notice to Proceed to contractor.
    - Coordinate the selection of an on-call testing firm for QA testing on behalf of the County and negotiate Work Authorizations as needed.
    - Review and evaluate contractor's construction schedule monthly.
    - Receive and process/approve construction submittals. Submittals approved by HNTB will be reviewed and returned to Contractor within fourteen (14) days of receipt.
    - Receive and review/document subcontractor agreements.
    - Perform construction observation and documentation and provide on-site staff on an as-needed basis to oversee construction of the projects.
    - Attend weekly construction progress meetings.
    - Prepare and issue construction update reports, weekly, bi-weekly, and/or monthly, depending on specific project requirements.
    - Photograph ongoing construction activities daily through construction of projects.
    - Prepare monthly construction update presentation for the Court.
    - Prepare and issue traffic control notifications to affected entities.

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- Perform and document traffic control inspections.
- Perform and document SW3P inspections. Ensure contractor is complying with requirements of the Water Pollution and Abatement Plan or Contributing Zone Plan if applicable.
- Receive and review QC test results for compliance with the specifications.
- Schedule oversight (QA) testing on behalf of the County. Oversee the independent testing firms.
- Coordinate with adjacent property owners, other agencies, and affected entities regarding construction schedule and impacts, or as needed.
- Assist the County in documentation of the DBE program.
- Prepare and process/respond to Requests for Information (RFIs) when necessary. Coordinate with the engineer of record as necessary.
- Prepare Change Orders when necessary. This may include negotiation of change order scope/prices and adjustments to contract time. Coordinate with Engineer of Record for plan and/or quantity revisions, as necessary. Prepare documentation detailing the reason for each Change Order and justification for new items, price adjustments, or time extensions. Discuss proposed Change Orders with the appropriate County Commissioner during development, submit proposed Change Orders to the Court for approval, and facilitate and track further Change Order processing to completion.
- Maintain program summary of proposed and executed changes orders for active and completed construction projects.
- Maintain construction records, including project diaries, daily reports, pay folders, SW3P inspection records, and TCP inspection records, as needed. Construction records for projects on the TxDOT system, or containing state/federal funds, will comply with TxDOT Local Government Project Procedures requirements.
- Review and recommend for approval monthly construction pay applications. Review requested quantities for payment and compare to documented construction progress during the pay period, confirm that contract quantities/prices and Change Orders are accurately included, confirm paid to date and retainage amounts, confirm that contract time utilized is recorded appropriately, review Material on Hand invoices, review DBE monthly reports if required, and confirm that partial lien waivers are included for both contractor and subcontractors.
- Coordinate with contractor regarding status of construction invoice payments. Correspond with subcontractors and material suppliers, as needed, regarding any outstanding payments from prime contractor.
- Coordinate with bond holders as necessary in the event of default by the prime contractor.

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- Review contractor punchlist and request for substantial completion. Coordinate a project walk through and prepare a punchlist on behalf of the County. Compile punchlist on behalf of County and any other stakeholders (city, TxDOT, etc.).
- Prepare and distribute Notice of Substantial Completion to contractor, along with punchlist of items required to complete the project.

11. Coordinate, schedule, and attend ground breaking and ribbon cutting ceremonies. Review and edit press releases for accuracy.

12. Update County Staff and County Commissioners on project status and issues. As needed, meet individually with County Staff and County Commissioners to discuss project status and issues in greater detail.

13. Manage and oversee construction phase engineering design efforts and any necessary plan revisions. Provide QA reviews of construction phase design documents. Reviews may include quantity confirmation, constructability review, review of specifications specified, coordination with the existing construction documents, etc.

14. Prepare construction phase invoices for County submittal to TxDOT, developers, Cities, or other local entities for reimbursement of expenditures on jointly funded projects, as needed.

15. Coordinate with utility relocation/coordination team regarding construction phase utility relocations and conflicts.

16. Coordinate with the ROW acquisition team regarding construction phase acquisitions. Review ROW contracts to ensure ROW obligations are met during construction.

17. Coordinate and meet with County Road and Bridge, Purchasing, and Audit departments, and other County representatives as needed.

18. Coordinate with State agencies (TxDOT, TTA, TCEQ) and local governments to facilitate construction of the projects with respect to facilities owned by these agencies, an/or to expedite the review and approval process of proposed change orders by these agencies.

19. Provide support to the County as requested in the event of a third-party claim.

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20. Manage and oversee construction project close-out and warranty period, including:

- Perform post-construction site visit to verify completion of the punchlist and video conditions within the project limits for documentation purposes.
- Upon completion of the punchlist, prepare and distribute Certificate of Completion to contractor.
- Negotiate and respond to contractor claims on behalf of the County, as needed. This may include review of contractor provided claim documentation, review of project records, meetings with County staff, County Commissioners, or program management personnel to discuss claim/response, negotiation meetings with contractor, and preparation/and distribution of correspondence.
- Obtain final record drawings from Contractor and review for accuracy. Maintain a pdf file containing final record drawings for each project.
- Prepare and process final balancing Change Order to reconcile quantities adjusted due to field conditions.
- Review and approve final pay application and retainage release.
- Receive warranty bond from contractor and perform quarterly warranty inspections during the warranty period.
- Upon receipt of all required closeout documentation, prepare and distribute Certificate of Acceptance to the contractor.
- Prepare quarterly warranty reports and distribute to contractor. Coordinate with contractor regarding completion of required warranty work and prepare/issue notice to contractor upon successful completion of warranty period.
- Scan all contract files and compile an electronic record of contract documents. Provide project closeout package to County in electronic format, including final record drawings received from Contractor, after project construction is accepted and the files are closed.

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EXHIBIT D
FEE SCHEDULE

HNTB Job No. 82588
Wilco 2029 Road and Bridge GEC

	Principal	Sr. Project Advisor	Project Advisor	Program Manager	Sr. Project Manager	Project Manager	Deputy Project Manager	Sr. Engineer	Project Engineer	Design Engineer	EIT	CADD Technician	Sr. Environmental Specialist	Environmental Specialist	Sr. Environmental Planner	Environmental Planner	GIS Analyst	Sr. Public Involvement Representative
October 1, 2025 - September 30, 2026	5	58	236	460	2,677	1,680	9	496	171	429	1,458	3	167	76	352	22	1,251	26
WORK AUTHORIZATION TOTALS	5	58	236	460	2,677	1,680	9	496	171	429	1,458	3	167	76	352	22	1,251	26
BILLING RATES	$ 431	$ 425	$ 341	$ 455	$ 337	$ 267	$ 240	$ 240	$ 203	$ 161	$ 131	$ 109	$ 294	$ 236	$ 186	$ 145	$ 135	$ 140
TOTAL HNTB LABOR	$ 2,155	$ 24,650	$ 81,158	$ 209,300	$ 868,449	$ 448,560	$ 2,160	$ 119,040	$ 34,713	$ 69,069	$ 164,928	$ 300	$ 54,978	$ 17,936	$ 65,472	$ 3,190	$ 169,585	$ 3,640
HNTB Fee October 1, 2025 - September 30, 2026 SUBTOTAL																		
Subconsultants October 1, 2025 - September 30, 2026 SUBTOTAL																		
JOB TOTALS																		

Docusign Envelope ID: F10D9B5C-7898-4D29-8005-805C1AE87E6D

EXHIBIT D
FEE SCHEDULE

HNTB Job No. 62588
Wilco 2029 Road and Bridge GEC

	Urban Planner	Sr. ROW Agent	Sr. Construction Manager	Sr. Construction Representative	Sr. Business Manager	Project Analyst	Quality Manager	Sr. Project Controls	Project Controls	Sr. Scheduler	Scheduler	Administrative Assistant	Intern	TOTALS
October 1, 2026 - September 30, 2028	323	203	829	1,182	3	341	8	891	152	-	-	114	214	13,788
WORK AUTHORIZATION TOTALS	323	203	829	1,182	3	341	8	891	152	-	-	114	214	13,788
BILLING RATES	$ 134	$ 226	$ 235	$ 169	$ 260	$ 123	$ 235	$ 194	$ 109	$ 249	$ 198	$ 94	$ 89	
TOTAL HNTB LABOR	$ 43,282	$ 45,878	$ 194,815	$ 199,758	$ 780	$ 41,943	$ 1,880	$ 172,854	$ 16,568	$ -	$ -	$ 10,716	$ 19,046	$ 3,116,103

	Total Hours	Expenses: Reproduction / Headlight	Expenses: Travel	Labor	Subconsultant Labor	TOTAL FEE
HNTB Fee						
October 1, 2026 - September 30, 2028	13,788	$ 38,000	$ 158,000	$ 3,116,103		$ 3,312,103
SUBTOTAL	13,788					$ 3,312,103
Subconsultants						
October 1, 2026 - September 30, 2028	980	$ -	$ -		$ 178,520	$ 178,520
SUBTOTAL	980					$ 178,520
JOB TOTALS	14,768	$ 38,000	$ 158,000	$ 3,116,103	$ 178,520.00	$ 3,490,623

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Subconsultant Fee Schedule (FLAG)

	Principal	Senior Program Controller	Program Controller II	Program Controller I	Sr. Program Scheduler	Program Scheduler II	Program Scheduler I	Senior Program Analyst	Program Analyst II	Program Analyst I	Senior Document Mgt Specialist	Document Mgt Specialist II	Document Mgt Specialist I	Administrative Manager	TOTALS
October 1, 2025 - September 30,2026	120	200			100			490			50			20	980
WORK AUTHORIZATION TOTALS	120	200	-	-	100	-	-	490	-	-	50	-	-	20	980
BILLING RATES	$ 216	$ 199	$ 179	$ 161	$ 192	$ 174	$ 166	$ 177	$ 159	$ 143	$ 103	$ 92	$ 83	$ 86	
TOTAL FLAG LABOR	$ 25,920	$ 39,800	$ -	$ -	$ 19,200	$ -	$ -	$ 86,730	$ -	$ -	$ 5,150	$ -	$ -	$ 1,720	$ 178,520

	Total Hours	Expenses		Labor	Subconsultant Labor	TOTAL FEE
		Reproduction	Travel			
FLAG Fee October 1, 2025 - September 30,2026 SUBTOTAL (FLAG)	 980 980	 $ -	 $ -	 $ 178,520	 $ -	 $ 178,520 $ 178,520
JOB TOTALS	980	$ -	$ -	$ 178,520	$ -	$ 178,520

Commissioners Court - Regular Session **34.**

Meeting Date: 09/16/2025

HNTB 82587 WA3 Wilco Road Bond GEC

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 3 in the amount of $20,809,478.00 to expire September 30, 2026, under Williamson County Contract for Engineering Services between HNTB Corporation and Williamson County dated January 9, 2024, for General Engineering Consultant (GEC) - Road Bond Project Management, Design Management, and Construction Management. Funding source: Road Bonds.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

HNTB 82587 WA3 Wilco Road Bond GEC

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/03/2025 01:08 PM
County Judge Exec Asst.	Delia Colon	09/03/2025 03:10 PM
Form Started By: Vicky Edwards		Started On: 08/29/2025 12:36 PM
Final Approval Date: 09/03/2025		

Docusign Envelope ID: F10D9B5C-7898-4D29-8005-605C1AE87E6D

ANNUAL FISCAL YEAR WORK AUTHORIZATION NUMBER 03

This Annual Fiscal Year Work Authorization is made as of this 1st day of October 2025, under the terms and conditions established in the Agreement for Engineering Services (General Engineering Consultant (GEC) – Construction Management/Inspection Services), dated January 9, 2024 (the Agreement), between Williamson County, Texas (County) and HNTB Corporation (Engineer). This Annual Fiscal Year Work Authorization is made for the following purpose, consistent with the Project defined in the Agreement:

Provide engineering management services required to initiate and monitor production of contract documents and construction for the projects in the Williamson County 2023 Road Bond Program.

Section A. - Scope of Services

A.1. Engineer shall perform the following Services:

See attached Exhibit B

A.2. The following Services are not included in this Annual Fiscal Year Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the County:

Any Services not listed in Exhibit B and/or exceeding the Authorized Fee.

A.3. In conjunction with the performance of the foregoing Services, Engineer shall provide the following submittals/deliverables (Documents) to County:

See attached Exhibit B

Section B. - Schedule

This Annual Fiscal Year Work Authorization shall be effective as of the date of the last party's execution below and continue until September 30, 2026. Engineer shall perform the Services and deliver the related Documents (if any) according to the following schedule:

October 1, 2025 – September 30, 2026

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, County shall pay to Engineer the not-to-exceed amount of $20,809,478.00 payable according to the Rate Schedule and terms of the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by County to Engineer according to the Rate Schedule and terms of the Agreement.

Docusign Envelope ID: F10D9B5C-7898-4D29-8005-605C1AE87E6D

Section D. - County's Responsibilities

County shall perform and/or provide the following in a timely manner so as not to delay the Services of Engineer. Unless otherwise provided in this Annual Fiscal Year Work Authorization, County shall bear all costs incident to compliance with the following:
See Attached Exhibit A.

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Annual Fiscal Year Work Authorization:

Not Applicable

IN WITNESS WHEREOF, the County and Engineer have executed this Annual Fiscal Year Work Authorization.

Williamson County, Texas (County)	HNTB CORPORATION (Engineer)
By: _____	By: DocuSigned by: 2DA2BCA605524AC...
Name: _____	Name: Summer B. Lawton
Title: _____	Title: Senior Vice President
Date: _____ ____, 20____	Date: 9/2/2025

Docusign Envelope ID: F10D9B5C-7898-4D29-8005-605C1AE87E6D

EXHIBIT A

SERVICES TO BE PROVIDED BY THE COUNTY

The services to be provided by COUNTY under the Agreement shall consist of the following items for the Williamson County Road Bond Program road and drainage projects.

1. Furnish all reference documents, information and project data for the development of the projects.
2. Provide traffic data and available schematic layouts for projects in the bond program.
3. Provide design contracts, fee schedules, and project schedules as provided by the project consultants.

Docusign Envelope ID: F10D9B5C-7898-4D29-8005-605C1AE87E6D

EXHIBIT B

SERVICES TO BE PROVIDED BY THE ENGINEER

The services to be performed by the Engineer (Consultant) under this Contract shall consist of providing engineering management services required to initiate and monitor production of contract documents and construction of road and drainage projects for the Williamson County Road Bond Program.

The Engineer will furnish materials required to perform the engineering services below.

Program Management

1. Identify specific program activities and update/modify program organizational and management documents, agreements, and process.
2. Meet with Commissioners and County staff monthly to identify priority projects.
3. Maintain unit cost data to develop cost estimates, cash flow schedules, and implementation schedules for priority projects.
4. Prepare Request for Qualifications (RFQ's) for project consultants and other professional services.
5. Assist in requesting qualification statements from engineering firms for design services, and from other service providers, as necessary.
6. Assist in selecting or pre-qualifying firms for review and consideration by the Commissioners Court for the road and drainage improvement projects and related activities.
7. Assist County Public Information Officer (PIO) in presenting the most up-to-date and relevant information for posting on the appropriate County website. Review the County website monthly. Provide updated language and exhibits to the PIO as needed for their use in updating the website.
8. Assist the County and Public Involvement consultant in developing public information strategies for the specific transportation project and for each of the road construction components. This would include items such as creation of a full-project multi-media presentation, regular newsletters, targeted project presentations, seminars, town meetings, trade show exhibits, school exhibits, library exhibits, educational materials, website materials, maps, informational pieces keyed to each road project, graphics and other exhibits, as needed.

Docusign Envelope ID: F10D9B5C-7898-4D29-8005-605C1AE87E6D

9. Meet with Texas Department of Transportation (TxDOT) representatives quarterly or as new on-system projects are kicked off, to review TxDOT's proposed improvement program for Williamson County and identify projects the County can facilitate and expedite. Prepare documentation for developing Advance Funding Agreements and Local On-System Agreements between Williamson County and TxDOT for "partnering" projects.

10. Update as necessary the standardized professional service agreement (PSA) and construction contracts for program activities.

11. Assist County staff and the County Commissioners with appearances and presentations to elected officials, government bodies, Capital Area Metropolitan Planning Organization (CAMPO), service organizations, chambers of commerce, neighborhood groups, school groups, various citizen groups, church groups, etc.

12. Coordinate and assist the Environmental Permitting consultants in updating the comprehensive mitigation program for County road bond projects, as needed.

13. Provide engineering program activities related to establishing the systems and procedures to implement the design and construction of road and drainage projects, including:
    - Meet and coordinate with various entities to establish goals, constraints, priorities, and responsibilities.
    - Prepare a Master Schedule for the Road Bond Program, including planning activities, design, right-of-way acquisition and construction phases. The Master Schedule will be updated monthly throughout the duration of the program and maintained in P6 or Microsoft Project.
    - Maintain Bond Program Standard Procedures Manual.
    - Maintain Bond Program Standard Forms.
    - Maintain Bond Program Engineering Design Criteria.
    - Maintain Bond Program Plan Preparation Criteria.
    - Provide an annual update of the Standard Detail sheets.
    - Review existing Construction Specifications and revise, as necessary. Create new Construction Specifications and Provisions, as needed.
    - Review existing Williamson County Bid Package and Contract Documents and revise, as necessary.

14. Assist in preparation of Interlocal Agreements with Cities partnering with the County to jointly fund and construct projects. Monitor City activities, schedules, and invoices as necessary.

15. Assist in preparation of Development Agreements with Developers partnering with the County to jointly fund and construct projects. Monitor Developer activities, schedules, and invoices as necessary.

Docusign Envelope ID: F10D9B5C-7898-4D29-8005-605C1AE87E6D

16. Provide expert witness assistance in Right of Way (ROW) acquisition cases and other technical assistance, as requested, in legal matters relating to the program activities.

17. Implement and maintain ProjectWise based project database to facilitate project management and coordination of design and construction efforts. Electronic filing system to include program management materials, planning documents, design documents, right-of-way documents, bid documents, and construction documents.

18. Implement and maintain GIS based ROW database to monitor ROW acquisition status and facilitate timely acquisition of ROW for construction projects.

19. Attend meetings, participate in phone calls, prepare correspondence, send and respond to emails related to the road bond projects.

20. Prepare and issue project documentation throughout the duration of the project.

21. Continually identify and assess industry best practices that might be of value to the Road Bond Program.

22. Provide ongoing monitoring and processing responses to Federal (US DOT and USFWS), State (TxDOT and TCEQ), and local (CAMPO) rulemaking, programs, funding and policy directives. Specifically, the team will focus on proposals that could affect project development and timely delivery of 2023 Road Bond projects. The team will also pursue new funding opportunities from US DOT and CAMPO and assist the County in preparing grant applications and providing information for project/program calls.

Design & Planning Phase Oversight

1. Attend meetings with Commissioners, County Staff, TxDOT, local government officials, project engineers and other County consultants as needed.

2. Assist the ROW acquisition team in the coordination of acquisitions services and the timely acquisition of ROW for roadway projects. Provide preliminary cost estimates and a priority acquisition schedule.

3. Manage and oversee the Utility Coordination (UC) consultant activities, including:
   - Provide UC consultant with project list, location maps, and implementation schedule.
   - Facilitate coordination between the UC consultant and design consultants.
   - Review reasonableness of utility conflict strip maps.
   - Facilitate coordination between the UC consultant and local governments. Assist in preparation of Interlocal Agreements with Cities and other government entities regarding the relocation of their utility facilities.
   - Review and process utility agreements submitted by the UC consultant.

Docusign Envelope ID: F10D9B5C-7898-4D29-8005-605C1AE87E6D

- Monitor anticipated relocation schedules to further the timely relocation of utilities for construction projects.
- Review and process utility invoices submitted by the UC consultant.

4. Manage and oversee preliminary engineering, planning, and final engineering design activities and preparation of construction documents including:
   - Prepare draft scope of work for each road project.
   - Review final scope of work submitted for each road project.
   - Review reasonableness of engineering fee estimate for each project.
   - Assist Client in negotiation of contracts with selected firms.
   - Conduct kick-off meeting with project firm/team.
   - Review QA/QC plans submitted by design firms for conformance with County requirements.
   - Perform design and constructability reviews and provide one set of comments per submittal, including constructability reviews, in accordance with the Program Procedures Manual.
   - Coordinate environmental activities with design engineers, including project permitting, route/alignment issues, and right-of-way acquisition.
   - Review invoices, as requested.
   - Conduct a maximum of six (6) progress meetings per project and conduct in-house audits of project consultant activities on a monthly basis.
   - Oversee submission of plans to local governments, TxDOT, Texas Turnpike Authority (TTA), and Texas Commission on Environmental Quality (TCEQ), as required.
   - Provide project close-out, including obtaining and filing final design files received from design engineer once project construction is completed.

5. Manage and oversee the Environmental consultant activities, including:
   - Facilitate coordination between the Environmental consultant and design consultant.
   - Coordinate with Environmental consultant to obtain geological assessment, biological assessment, and endangered species habitat assessment for each project. Provide reviews in accordance with the Program Procedures Manual.
   - Review and provide comments on Regional Habitat Conservation Plan (RHCP) applications for construction projects. Submit RHCP applications on behalf of Williamson County.

6. Manage the geotechnical investigations, develop contracts for geotechnical firms as needed, and review and disseminate results from the geotechnical investigations. Provide and/or review pavement design for all county road projects.

7. Manage and oversee survey firm activities, including:
   - Prepare or review survey scope of work for on-call or project specific work authorizations.
   - Coordinate with surveyor to obtain field notes for proposed ROW acquisitions.

Docusign Envelope ID: F10D9B5C-7898-4D29-8005-605C1AE87E6D

- Review draft field notes for accuracy and coordinate with ROW attorney for title search.
- Coordinate with surveyor to perform miscellaneous tasks, such as staking existing or proposed ROW line, providing aerial or drone photography, or performing topographic survey.

8. Provide constructability reviews for each project, including:
   - Review reasonableness and constructability of construction documents at milestone submittals, during both planning and design phases. Documents to be reviewed may include schematics/plans, survey data, as-built records, existing and proposed ROW maps, adjacent project plans, geotechnical investigations/reports, environmental reports, ROW/easement agreements, utility information, and pavement reports.
   - Perform site visit to confirm the quality of existing site condition information provided in the construction documents.
   - Review proposed construction phasing and verify that the project and its phases are constructible based on the information provided in the traffic control sheets, and that traffic movements for the entire project limits have been addressed.
   - Review detours and traffic control to verify milling, level-up, pavement, signage, markings, etc. have been quantified and are included in the construction quantities.
   - Review geotechnical recommendations and confirm the recommendations have been incorporated into the design, and do not conflict with the information provided in the earthwork and structural specifications.
   - Review limits of construction to confirm that all proposed work is contained within the limits of the ROW or easements.
   - Review reasonableness of engineering fee estimate for each project.
   - Provide value engineering services for projects outside of scope and budget, as necessary.

9. Provide bid phase services, including:
   - Coordinate the preparation of the final bid documents.
   - Coordinate with Commissioner and Purchasing staff to set advertising and bidding schedule.
   - Prepare contract advertisement and project summary for placement on Court agenda for approval to advertise.
   - Facilitate the pre-bid conference.
   - Prepare/distribute meeting minutes and sign-in sheet to attendees.
   - Assist County and design engineer with answering contractor questions during advertisement period.
   - Coordinate the preparation and distribution of addenda. Review and approve addenda prior to distribution to plan holders.
   - Coordinate with TxDOT as necessary to verify the prequalification and bidding capacity of contractors requesting bid proposal documents for projects on state highway system or utilizing federal funding, including reimbursements.
   - Attend the bid opening and review bids for completeness and compliance with the Invitation for Bids.

Docusign Envelope ID: F10D9B5C-7898-4D29-8005-605C1AE87E6D

- Review design engineer's bid analysis and recommendation. Perform independent bid analysis, review bidder references, and review bidder qualifications.
- Coordinate with Commissioner regarding bidder reference results and recommendation of contract award.
- Prepare recommendation of contract award to the successful bidder, for placement on Court agenda for approval.

Construction & Warranty Phase Oversight

1. Manage and oversee the construction of the projects, including:
   - Coordinate the preparation and execution of the construction contract documents.
   - Prepare and distribute Notice of Award to contractor.
   - Prepare and submit Notice of Intent to TCEQ and others, as required.
   - Coordinate distribution of Water Pollution and Abatement Plan or Contributing Zone Plan to contractor and construction observer.
   - Facilitate the pre-construction conference and prepare/distribute meeting minutes to attendees.
   - Perform pre-construction site visit and video existing conditions within the project limits for documentation purposes.
   - Prepare and distribute County TCEQ Site Notice to contractor for posting on construction project site billboard, as required.
   - Prepare and distribute the Notice to Proceed to contractor.
   - Coordinate the selection of an on-call testing firm for QA testing on behalf of the County and negotiate Work Authorizations as needed.
   - Review and evaluate contractor's construction schedule monthly.
   - Receive and process/approve construction submittals. Submittals approved by HNTB will be reviewed and returned to Contractor within fourteen (14) days of receipt.
   - Receive and review/document subcontractor agreements.
   - Perform construction observation and documentation and provide on-site staff on an as-needed basis to oversee construction of the projects.
   - Attend weekly construction progress meetings.
   - Prepare and issue construction update reports, weekly, bi-weekly, and/or monthly, depending on specific project requirements.
   - Photograph ongoing construction activities daily through construction of projects.
   - Prepare monthly construction update presentation for the Court.
   - Prepare and issue traffic control notifications to affected entities.
   - Perform and document traffic control inspections.
   - Perform and document SW3P inspections. Ensure contractor is complying with requirements of the Water Pollution and Abatement Plan or Contributing Zone Plan if applicable.
   - Receive and review QC test results for compliance with the specifications.
   - Schedule oversight (QA) testing on behalf of the County. Oversee the independent testing firms.
   - Coordinate with adjacent property owners, other agencies, and affected entities

Docusign Envelope ID: F10D9B5C-7898-4D29-8005-605C1AE87E6D

regarding construction schedule and impacts, or as needed.

- Assist the County in documentation of the DBE program.
- Prepare and process/respond to Requests for Information (RFIs) when necessary. Coordinate with the engineer of record as necessary.
- Prepare Change Orders when necessary. This may include negotiation of change order scope/prices and adjustments to contract time. Coordinate with Engineer of Record for plan and/or quantity revisions, as necessary. Prepare documentation detailing the reason for each Change Order and justification for new items, price adjustments, or time extensions. Discuss proposed Change Orders with the appropriate County Commissioner during development, submit proposed Change Orders to the Court for approval, and facilitate and track further Change Order processing to completion.
- Maintain program summary of proposed and executed changes orders for active and completed construction projects.
- Maintain construction records, including project diaries, daily reports, pay folders, SW3P inspection records, and TCP inspection records, as needed. Construction records for projects on the TxDOT system, or containing state/federal funds, will comply with TxDOT Local Government Project Procedures requirements.
- Review and recommend for approval monthly construction pay applications. Review requested quantities for payment and compare to documented construction progress during the pay period, confirm that contract quantities/prices and Change Orders are accurately included, confirm paid to date and retainage amounts, confirm that contract time utilized is recorded appropriately, review Material on Hand invoices, review DBE monthly reports if required, and confirm that partial lien waivers are included for both contractor and subcontractors.
- Coordinate with contractor regarding status of construction invoice payments. Correspond with subcontractors and material suppliers, as needed, regarding any outstanding payments from prime contractor.
- Coordinate with bond holders as necessary in the event of default by the prime contractor.
- Review contractor punchlist and request for substantial completion. Coordinate a project walk through and prepare a punchlist on behalf of the County. Compile punchlist on behalf of County and any other stakeholders (city, TxDOT, etc.).
- Prepare and distribute Notice of Substantial Completion to contractor, along with punchlist of items required to complete the project.

2. Coordinate, schedule, and attend ground breaking and ribbon cutting ceremonies. Review and edit press releases for accuracy.

3. Update County Staff and County Commissioners on project status and issues. As needed, meet individually with County Staff and County Commissioners to discuss project status and issues in greater detail.

4. Manage and oversee construction phase engineering design efforts and any necessary plan revisions. Provide QA reviews of construction phase design documents. Reviews may include quantity confirmation, constructability review, review of specifications specified, coordination with the existing construction documents, etc.

Docusign Envelope ID: F10D9B5C-7898-4D29-8005-605C1AE87E6D

5. Prepare construction phase invoices for County submittal to TxDOT, developers, Cities, or other local entities for reimbursement of expenditures on jointly funded projects, as needed.

6. Coordinate with utility relocation/coordination team regarding construction phase utility relocations and conflicts.

7. Coordinate with the ROW acquisition team regarding construction phase acquisitions. Review ROW contracts to ensure ROW obligations are met during construction.

8. Coordinate and meet with County Road and Bridge, Purchasing, and Audit departments, and other County representatives as needed.

9. Coordinate with State agencies (TxDOT, TTA, TCEQ) and local governments to facilitate construction of the Road Bond projects with respect to facilities owned by these agencies, an/or to expedite the review and approval process of proposed change orders by these agencies.

10. Provide support to the County as requested in the event of a third-party claim.

11. Manage and oversee construction project close-out and warranty period, including:
    - Perform post-construction site visit to verify completion of the punchlist and video conditions within the project limits for documentation purposes.
    - Upon completion of the punchlist, prepare and distribute Certificate of Completion to contractor.
    - Negotiate and respond to contractor claims on behalf of the County, as needed. This may include review of contractor provided claim documentation, review of project records, meetings with County staff, County Commissioners, or program management personnel to discuss claim/response, negotiation meetings with contractor, and preparation/and distribution of correspondence.
    - Obtain final record drawings from Contractor and review for accuracy. Maintain a pdf file containing final record drawings for each project.
    - Prepare and process final balancing Change Order to reconcile quantities adjusted due to field conditions.
    - Review and approve final pay application and retainage release.
    - Receive warranty bond from contractor and perform quarterly warranty inspections during the warranty period.
    - Upon receipt of all required closeout documentation, prepare and distribute Certificate of Acceptance to the contractor.
    - Prepare quarterly warranty reports and distribute to contractor. Coordinate with contractor regarding completion of required warranty work and prepare/issue notice to contractor upon successful completion of warranty period.
    - Scan all contract files and compile an electronic record of contract documents. Provide project closeout package to County in electronic format, including final record drawings received from Contractor, after project construction is accepted and the files are closed.

Docusign Envelope ID: F10D9B5C-7898-4D29-8005-605C1AE87E6D

EXHIBIT D
FEE SCHEDULE

HNTB Job No. 82587
Wilco 2023 Bond GEC

	Principal	Sr. Financial Advisor	Sr. Project Advisor	Project Advisor	Program Manager	Sr. Project Manager	Project Manager	Deputy Project Manager	Sr. Engineer	Project Engineer	Design Engineer	EIT	CADD Technician	Principal Planner	Sr. Environmental Specialist	Environmental Specialist	Sr. Environmental Planner	Environmental Planner	Sr. GIS Analyst	GIS Analyst	Sr. Public Involvement Representative	Public Involvement Representative
October 1, 2025 - September 30,2026	174	-	1,963	888	2,352	16,626	6,142	83	2,699	113	1,202	6,636	71	48	264	260	1,203	96	-	1,120	77	-
WORK AUTHORIZATION TOTALS	174	-	1,963	888	2,352	16,626	6,142	83	2,699	113	1,202	6,636	71	48	264	260	1,203	96	-	1,120	77	-
BILLING RATES	$ 434	$ 400	$ 425	$ 391	$ 455	$ 337	$ 267	$ 240	$ 240	$ 203	$ 181	$ 131	$ 109	$ 298	$ 294	$ 230	$ 186	$ 145	$ 209	$ 135	$ 140	$ 110
TOTAL HNTB LABOR	$ 74,894	$ -	$ 842,775	$ 166,628	$ 1,068,396	$ 5,601,603	$ 1,638,914	$ 19,920	$ 609,570	$ 22,939	$ 193,522	$ 869,316	$ 7,705	$ 14,304	$ 77,616	$ 59,440	$ 223,758	$ 14,210	$ -	$ 151,200	$ 10,780	$ -
HNTB Fee October 1, 2025 - September 30,2026 SUBTOTAL																						
Subconsultants October 1, 2025 - September 30,2026 SUBTOTAL																						
JOB TOTALS																						

Docusign Envelope ID: F10D9B5C-7898-4D29-8005-605C1AE87E6D

EXHIBIT D
FEE SCHEDULE

HNTB Job No. 82587
WHco 2023 Bond GEC

	Sr. Urban Planner	Urban Planner	Sr. ROW Agent	Sr. Construction Manager	Construction Manager	Sr. Construction Representative	Construction Representative III	Construction Representative II	Construction Representative	Sr. Developer	Developer	Sr. Business Manager	Business Manager	Sr. Project Analyst	Project Analyst	Quality Manager	Sr. Project Controls	Project Controls	Sr. Scheduler	Scheduler	Administrative Assistant	Intern	TOTALS
October 1, 2025 - September 30,2026	422	820	995	1,837	2,175	4,004	12,651	-	2,114	1,176	595	3	-	-	405	297	6,177	6,370	143	74	301	2,760	84,626
WORK AUTHORIZATION TOTALS	422	820	995	1,837	2,175	4,004	12,651	-	2,114	1,176	595	3	-	-	405	297	6,177	6,370	143	74	301	2,760	84,626
BILLING RATES	$ 263	$ 134	$ 226	$ 235	$ 198	$ 169	$ 162	$ 150	$ 114	$ 219	$ 142	$ 250	$ 191	$ 168	$ 123	$ 235	$ 184	$ 109	$ 249	$ 160	$ 84	$ 85	
TOTAL HNTB LABOR	$ 110,986	$ 63,080	$ 224,970	$ 364,695	$ 430,650	$ 676,676	$ 2,049,462	$ -	$ 240,996	$ 254,448	$ 84,916	$ 750	$ -	$ -	$ 49,815	$ 69,753	$ 1,139,338	$ 694,356	$ 34,329	$ 13,320	$ 25,284	$ 249,140	$ 16,592,673

	Total Hours	Expenses: Reproduction / Nashlight	Expenses: Travel	Labor	Subconsultant Labor	TOTAL FEE
HNTB Fee October 1, 2025 - September 30,2026 SUBTOTAL	84,626 84,626	$ 38,000	$ 312,000	$ 16,592,673		$ 16,592,673 $ 16,592,673
Subconsultants October 1, 2025 - September 30,2026 SUBTOTAL	7,874 7,874	$ -	$ 1,680		$ 1,866,125	$ 1,866,805 $ 1,866,805
GEC TOTALS	92,500	$ 38,000	$ 313,680	$ 16,592,673	$ 1,866,125.00	$ 20,059,478

Docusign Envelope ID: F10D9B5C-7898-4D29-8005-605C1AE87E6D

EXHIBIT D
FEE SCHEDULE

HNTB Job No. 82587
Wilco 2023 Bond GEC

Subconsultant Fee Schedule - FLAG

	Principal	Senior Program Controller	Program Controller II	Program Controller I	Sr. Program Scheduler	Program Scheduler II	Program Scheduler I	Senior Program Analyst	Program Analyst II	Program Analyst I	Senior Document Mgt Specialist	Document Mgt Specialist II	Document Mgt Specialist I	Administrative Manager	TOTALS
October 1, 2025 - September 30,2026															
WILCO 2023 Road Bond	720	1,945			1,945			920			540			60	6,130
WILCO 2019 Road Bond	195	240			100			500			50			20	1,105
WORK AUTHORIZATION TOTALS	915	2,185	-	-	2,045	-	-	1,420	-	-	590	-	-	80	7,235
BILLING RATES	$ 216	$ 199	$ 179	$ 161	$ 192	$ 174	$ 156	$ 177.00	$ 159.00	$ 143.00	$ 103.00	$ 92.00	$ 83.00	$ 69.00	
TOTAL FLAG LABOR	$ 197,640	$ 434,815	$ -	$ -	$ 392,640	$ -	$ -	$ 251,340	$ -	$ -	$ 60,770	$ -	$ -	$ 6,880	$ 1,344,085

	Total Hours	Expenses: Reproduction	Expenses: Travel	Labor	Subconsultant Labor	TOTAL FEE
FLAG Fee						
October 1, 2025 - September 30,2026	6,130	$ -	$ -	$ 1,344,085	$ -	$ 1,344,085
SUBTOTAL (FLAG)	6,130					$ 1,344,085
JOB TOTALS	6,130	$ -	$ -	$ 1,344,085	$ -	$ 1,344,085

Docusign Envelope ID: F10D9B5C-7898-4D29-8005-605C1AE87E6D

EXHIBIT D
FEE SCHEDULE

HNTB Job No. 82587
Wilco 2023 Bond GEC

Subconsultant Fee Schedule - B2Z

	Principal	Sr. Project Manager	Project Manager	Sr. Engineer	EIT	Sr. Project Controls	Project Controls	Sr. Scheduler	Scheduler	Administrative Assistant	TOTALS
October 1, 2025 to September 30, 2026		1,560									1,560
TASK ORDER TOTALS	-	1,560	-	-	-	-	-	-	-	-	1,560
BILLING RATES	$ 436.00	$ 334.00	$ 262.00	$ 241.00	$ 139.00	$ 160.00	$ 113.00	$ 241.00	$ 195.00	$ 98.00	
TOTAL B2Z LABOR	$ -	$ 521,040	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 521,040

		Total Hours	Expenses		Labor	TOTAL FEE
			Reproduction	Travel		
B2Z Fee						
October 1, 2025 to September 30, 2026		1,560	$ -	$ 1,680	$ 521,040	$ 522,720
SUBTOTAL (B2Z)		1,560				$ 522,720
JOB TOTALS		1,560	$ -	$ 1,680	$ 521,040	$ 522,720

Commissioners Court - Regular Session **35.**

Meeting Date: 09/16/2025

Hairy Man Road 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 temporary nightly closures (7pm to 7am) on Hairy Man Road from Brushy Creek Road to Great Oaks Drive on September 18th and from September 22nd through September 26th, and detouring traffic to Brightwater Boulevard and Creek Bend Boulevard.

Background

The proposed roadway closure is necessary to install drainage. During the closure, traffic will be detoured using Creek Bend Boulevard / Brightwater Boulevard to Great Oaks Drive.

The additional time traveling the detour will be less than five minutes.

Fiscal Impact

From/To	Acct No.	Description	Amount

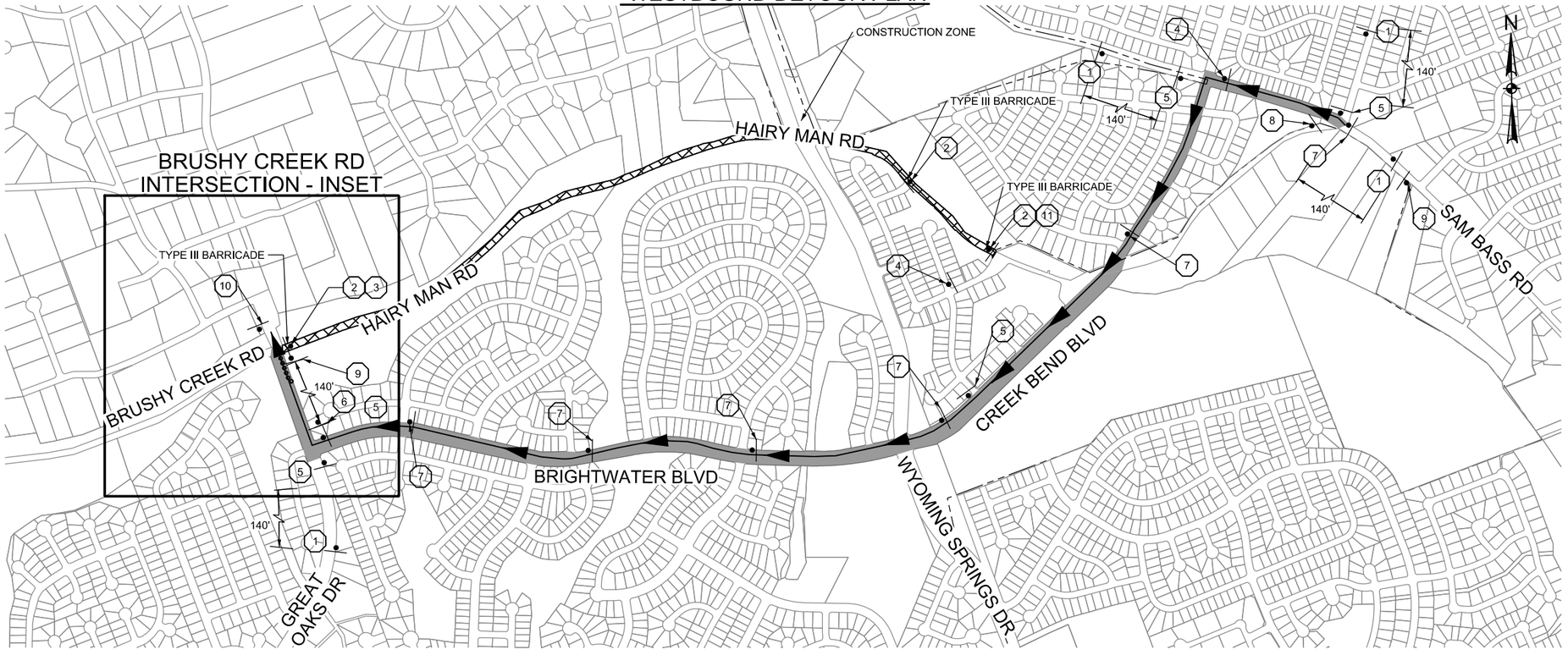
Attachments

Hairy Man Detour Plan

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/10/2025 09:37 AM
Form Started By: Julissa Romero		Started On: 09/09/2025 11:02 AM
Final Approval Date: 09/10/2025		

WESTBOUND DETOUR PLAN



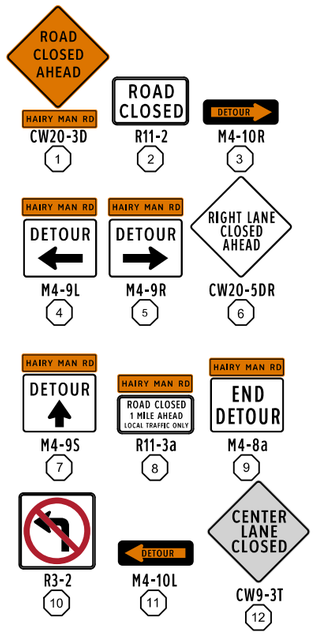
EASTBOUND DETOUR PLAN

0 500 1000 1500 2000

SCALE: 1"=1000'

LEGEND

- ETJ
- PROPOSED SIGN
- MIN 36" CONE
- ROAD CLOSURE
- DETOUR ROUTE



NOTES:

1. A STREET NAME SHOULD BE PLACED ABOVE, OR THE STREET NAME SHOULD BE INCORPORATED INTO, A DETOUR (M4-9) SIGN TO INDICATE THE NAME OF THE STREET BEING DETOURED.
2. DETOUR FOR OVER NIGHT USE. FOR BRIDGE WORK OVER HAIRY MAN ROAD.

WYOMING SPRINGS
SEGMENT 1
ROUND ROCK, TX

ROUND ROCK TEXAS

halff
13620 BRIARWICK DR
BLDG C, STE 100
AUSTIN, TX 78729
(512) 777-4600
TBPELS FIRM #312

Revision No.	Date	Description

F-312 6/12/24
STATE OF TEXAS
JEFFREY L NAGY
133255
LICENSED PROFESSIONAL ENGINEER

The seal appearing on this document was authorized by Jeffrey L. Nagy, P.E. #133255 on 6/12/2024. Alterations of a sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act. The record copy of this drawing is on file at the office of Halff Associates Inc. 13620 Briarwick Drive, Suite 100, Austin, Texas 78729. TBPELS Engineering Firm #312

Project No.:	36179.002
Issued:	6/13/2024
Drawn By:	HW
Checked By:	JN
Scale:	1"=1000'

Sheet Title
HAIRY MAN RD
OVERNIGHT
DETOUR PLAN

15
Sheet Number

Commissioners Court - Regular Session **36.**

Meeting Date: 09/16/2025

Corridor H – REL – SWA#1 to WA#1

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplemental No. 1 to Work Authorization No. 1 to the Corridor H – Sam Bass Road contract executed on December 20, 2022, between Williamson County and Rodriguez Engineering Laboratories, LLC relating to the 2019 Road Bond Program.

Background

The Rodriguez Engineering Laboratories, LLC Supplemental No. 1 to Work Authorization No. 1 extends the termination date to March 31, 2026.
Project: P462
Fund Source: Road Bonds

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Corridor H – REL – SWA#1 to WA#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/09/2025 01:43 PM
Form Started By: Ragan Riggs		Started On: 09/08/2025 04:10 PM
Final Approval Date: 09/09/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 1

WILLIAMSON COUNTY ROAD BOND PROJECT:
Corridor H – Sam Bass Road

This Supplemental Work Authorization No. 1 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated December 20, 2022 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Rodriguez Engineering Laboratories, LLC (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective June 7, 2023 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Work Authorization shall be amended, changed and modified as follows:

I. The Work Authorization shall terminate on March 31, 2026. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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:**
Rodriguez Engineering Laboratories LLC	
By: _____	By: _____
Signature	Signature
Jose Melendez, P.E.	_____
Printed Name	Printed Name
Project Manager	_____
Title	Title
9/4/2025	_____
Date	Date

LIST OF ATTACHMENTS

Attachment C - Work Schedule

APPROVED
By Christen Eschberger at 3:23 pm, Sep 08, 2025

ATTACHMENT C – WORK SCHEDULE

Supplemental Work Authorization No. 1

Corridor H – Sam Bass WA#1

Rodriguez Engineering Laboratories LLC will provide construction materials oversight testing services for Williamson County (County). These services will be provided as requested by the County or County's representative on an as-needed basis for the County's Corridor H-Sam Bass Road Project through March 31, 2026.

Commissioners Court - Regular Session **37.**

Meeting Date: 09/16/2025

SH 195 @ RR Blvd. – Pape-Dawson – SWA#2 to WA#1

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplement No. 2 to Work Authorization #1 to the SH 195 at Ronald Reagan Boulevard contract executed March 19, 2024, between Williamson County and Pape-Dawson Consulting Engineers, LLC relating to the 2023 Road Bond Program.

Background

Supplemental No. 2 to Work Authorization No. 1 is for additional engineering services in the amount of $159,890.00 from $872,764.00 to $1,032,654.00. Project: P675 Fund Source: Road Bond

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SH 195 @ RR Blvd. – Pape-Dawson – SWA#2 to WA#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/09/2025 01:42 PM
Form Started By: Ragan Riggs		Started On: 09/08/2025 03:55 PM
Final Approval Date: 09/09/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. _2_
TO
WORK AUTHORIZATION NO. _1_

WILLIAMSON COUNTY ROAD BOND PROJECT:
SH 195 At Ronald Reagan Blvd.

This Supplemental Work Authorization No. _2_ to Work Authorization No. _1_ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated May 19, 2024 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Pape-Dawson Consulting Engineers, LLC (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".

II. The maximum amount payable for services under the Work Authorization is hereby increased from $872,764.00 to $1,032,654.00. The revised Work Schedule is attached hereto as Attachment "D" (must be attached).

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

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

ENGINEER:	**COUNTY:**
By:	By: _____
Signature	Signature
Brian Allen, P.E.	_____
Printed Name	Printed Name
Associate Vice President	_____
Title	Title
09/02/2025	_____
Date	Date

LIST OF ATTACHMENTS:

Attachment B - Services to be Provided by Engineer

Attachment C – Work Schedule

Attachment D - Fee Schedule

APPROVED

By Christen Eschberger at 3:30 pm, Sep 08, 2025

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE ENGINEER FOR
SH 195 AT RONALD REAGAN BOULEVARD

PROJECT DESCRIPTION

1. PROJECT MANAGEMENT

   a. MONTHLY PROGRESS REPORTS, INVOICES, AND BILLINGS (8 months assumed):

   - Submit monthly progress status reports to the GEC. Progress reports will include: deliverable table, tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the County and its representatives. Subconsultant progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.

   - Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current County requirements.

   b. PROJECT COORDINATION & ADMINISTRATION:

   - Prepare and maintain routine project record keeping including records of meetings and minutes.

   - Correspondence and coordination will be handled through & with the concurrence of the GEC.

   - Manage Project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, coordinate and review sub-consultant work, correspond with the County and its representatives, and assist the County and its representatives in preparing responses to Project-related inquiries.

   c. PROGRESS/COORDINATION MEETINGS (12 external meetings assumed):

   - Attend a kickoff meeting and coordination/progress meeting with the County and its representatives and stakeholders, as necessary to communicate development of the project and design issues.

- Prepare agenda and sign-in sheets for external coordination/progress meetings.

- Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting.

- Conduct internal coordination meetings as required to advance the development of the project.

d. PROJECT SCHEDULE:

- Maintain a project schedule indicating tasks, subtasks, critical dates, milestones, and deliverables. Submit to County as requested.

e. DELIVERABLES:

- Monthly Invoices and Progress Reports including Deliverable Table

- Meeting Minutes, Sign-In Sheets, and Agendas

- Project Schedule and Updates

- Project Files

2. ROUTE AND DESIGN STUDIES

a. DATA COLLECTION:

- Analyze traffic queuing for Ramp A westbound traffic in the interim and ultimate conditions both with and without signalization using traffic data provided by the GEC.

b. DELIVERABLES:

- Queuing analysis for previously designed Ramp A

8. SCHEMATIC DEVELOPMENT

a. SCHEMATIC:

i. Develop additional preliminary schematic design alternatives including cost estimates, conceptual design exhibits for stakeholder coordination, access

alternatives for proposed development, drainage and detention analysis, water quality analysis, and ROW requirements.

ii. Extend project limits to include a new frontage road between Ronald Reagan Blvd and SH 195 northbound entrance ramp. Frontage road design to include deceleration lanes for CR 239 and proposed Longhorn Landing Rd. Additional roadway and ditch modeling, cross section development, ditch and roadway profiling, cross drainage analysis, striping, and traffic control design required.

iii. Develop access modification design and exhibits for CR 239 and proposed commercial site adjacent to proposed Longhorn Landing, and design proposed NB to SB turnaround along SH 195 north of Longhorn Landing to provide SB access.

iv. Design storm drain to accommodate Jellyfish Filters. Design then modified to remove Jellyfish Filters and utilize vegetative filter strips alongside detention pond in accordance with TCEQ criteria. Design modified to remove pond and instead utilize PFC pavement in accordance with City of Georgetown and TxDOT criteria.

v. Developed additional OPCC alternatives and provided a recommendation for ramp alternatives to build only 1 or 2 of the ramps instead of all 3 at once per GEC request.

10. ENVIRONMENTAL SERVICES

i. Perform a traffic noise analysis in accordance with the current version of the State's (FHWA approved) "Guidelines for Analysis and Abatement of Roadway Traffic Noise".

a. Comply with all noise policy, guidelines and standards found on TxDOT's Traffic Noise Toolkit website. Upon request, TxDOT shall provide the Engineer's Technical Expert with existing and predicted (future) traffic data and, when available, aerial photography.

b. By project location site visit, identify adjacent, land use development and photo document representative receivers that might be impacted by highway traffic noise and may benefit from feasible and reasonable noise abatement.

c. Determine existing and predicted noise levels for representative receivers, as follows:

d. Take field measurements of existing noise levels, perform computer modeling of existing noise levels and predicted (future) noise levels. Field measurements may be necessary for more complex projects and for model validation purposes.

e. Computer modeling shall be accomplished with the latest FHWA approved Traffic Noise Model (TNM) software program which must be purchased at the expense of the Engineer's Technical Expert from the software distributor.

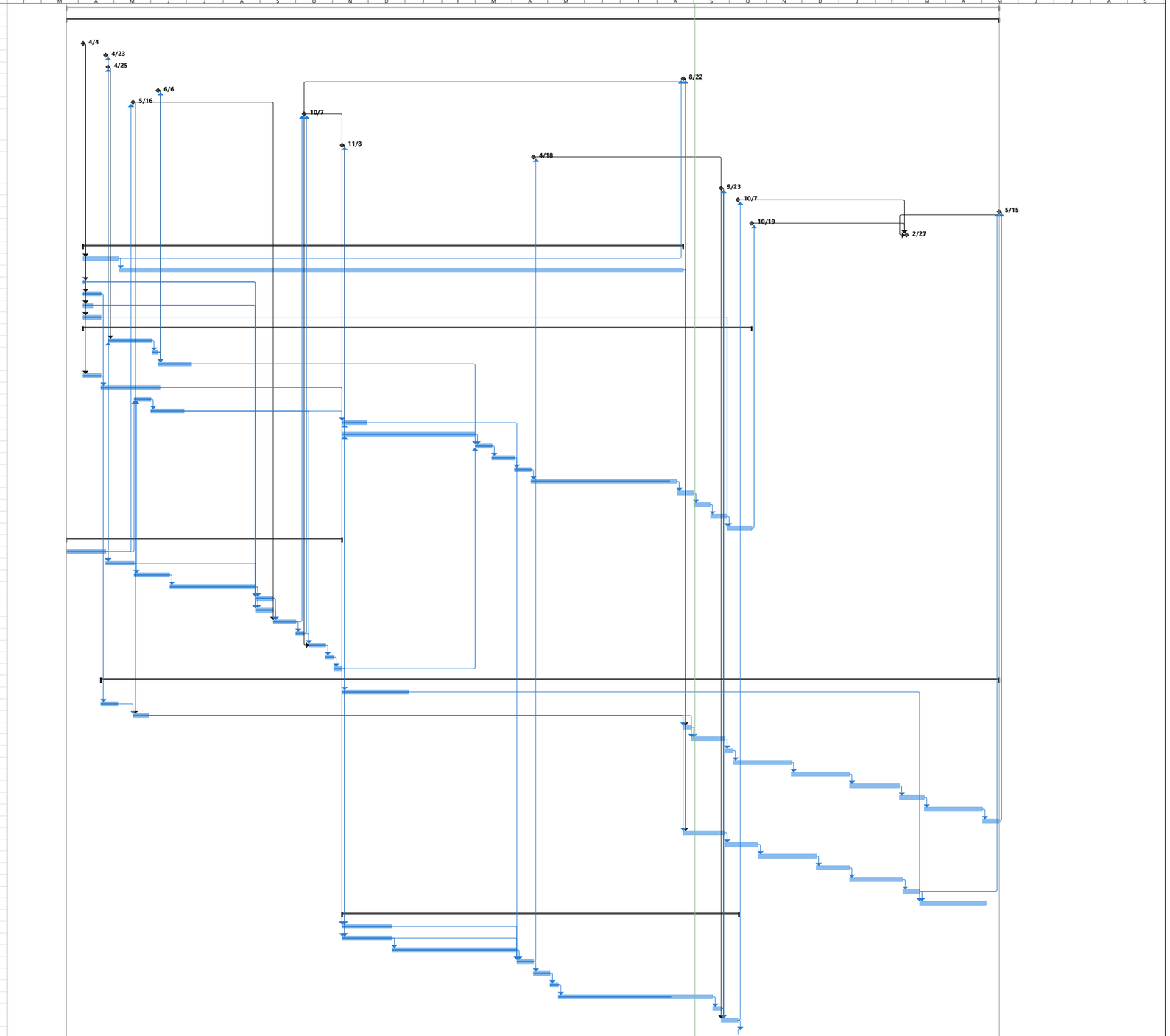
f. Identify impacted receivers in accordance with the absolute and relative impact criteria.

g. Consider and evaluate all required noise abatement measures for impacted receivers in accordance with the feasible and reasonable criteria.

h. Propose noise abatement measures that are both feasible and reasonable.

i. Determine predicted (future) noise impact contours for transportation activities where there is adjacent undeveloped property where residential or commercial development is likely to occur in the near future.

ID	Task Name	Duration	Start	Finish	Predecessors	Successors	% Complete	Baseline Start
0	**SH 195 at Ronald Reagan Schematic Design**	**785 days**	**Fri 3/22/24**	**Fri 5/15/26**			**50%**	**Fri 3/22/24**
1	**Milestones**	**785 days**	**Fri 3/22/24**	**Fri 5/15/26**			**0%**	**Fri 3/22/24**
2	Contract Execution	0 days	Fri 3/22/24	Fri 3/22/24		43,3FS+14 days,:	100%	Fri 3/22/24
3	Project Kickoff Meeting	0 days	Thu 4/4/24	Thu 4/4/24	2FS+14 days	21,22,23,18,28,2	100%	Thu 4/4/24
4	Submit Conceptual Design	0 days	Tue 4/23/24	Tue 4/23/24	43	44	100%	Tue 4/23/24
5	Submit ROE Letters - Round 1	0 days	Thu 4/25/24	Thu 4/25/24	43FS+2 days	25	100%	Thu 4/25/24
6	TxDOT AFA Approval	0 days	Fri 8/22/25	Fri 8/22/25	19,18	51,58,67	0%	Fri 5/3/24
7	Submit ROE Letters - Round 2 (As Needed)	0 days	Thu 6/6/24	Thu 6/6/24	26	27	100%	Wed 6/5/24
8	TxDOT ENV Kickoff Meeting	0 days	Thu 5/16/24	Thu 5/16/24	43FS+23 days	49,57	100%	Thu 5/16/24
9	Submit Preliminary Schematic Deliverable Package (Updated Design Schedule, Draft Traffic Study, Wilco DSF, TxDOT DSR, Prelim Schematic, Prelim OPCC, Prelim Drainage Report, Draft ENV Documents, Draft Geotech Reports)	0 days	Mon 10/7/24	Mon 10/7/24	49,50	75	100%	Tue 7/30/24
10	HNTB/TxDOT Preliminary Schematic Deliverable Comment Review Meeting	0 days	Fri 11/8/24	Fri 11/8/24	53	75,76	100%	Tue 8/27/24
11	Submit Final Schematic Deliverable Package (Updated Design Schedule, Final Traffic Study, Wilco DSF, TxDOT DSR, Final Schematic, Final OPCC, Final Drainage Report, Final ENV Documents, Final Geotech Reports, Final Parcel Acquisition Documents)	0 days	Fri 4/18/25	Fri 4/18/25	78	83	100%	Tue 11/5/24
12	HNTB/County Final Schematic Deliverable Comment Review Meeting	0 days	Tue 9/23/25	Tue 9/23/25	82	83	0%	Tue 12/3/24
13	Schematic Approval	0 days	Tue 10/7/25	Tue 10/7/25	83	16	0%	Tue 12/17/24
14	ENV Agency Coordination Completion	0 days	Fri 5/15/26	Fri 5/15/26	72,66	16FS-78 days	0%	Tue 2/18/25
15	Final ROW Strip Map Approval	0 days	Sun 10/19/25	Sun 10/19/25	41	16	0%	NA
16	Contract Termination	0 days	Fri 2/27/26	Fri 2/27/26	2,13,14FS-78 days,15		0%	Wed 4/30/25
17	**Data Collection**	**505 days**	**Fri 4/5/24**	**Fri 8/22/25**			**7%**	**Thu 4/4/24**
18	AFA Development	30 days	Fri 4/5/24	Sat 5/4/24	3	19,6	0%	Thu 4/4/24
19	Delay - AFA Development	475 days	Sun 5/5/24	Fri 8/22/25	18	6	0%	NA
20	Obtain County LiDAR and Aerial	1 day	Fri 4/5/24	Fri 4/5/24	3	47,48	100%	Thu 4/4/24
21	Obtain ENV Data	15 days	Fri 4/5/24	Fri 4/19/24	3	56	100%	Thu 4/4/24
22	Obtain Design Data/Models from NB Exit Ramp	8 days	Fri 4/5/24	Fri 4/12/24	3	47,48	100%	Thu 4/4/24
23	Obtain Ownership Info and Property Boundaries	15 days	Fri 4/5/24	Fri 4/19/24	3	41	100%	Thu 4/4/24
24	**Survey & Geotech**	**563 days**	**Fri 4/5/24**	**Sun 10/19/25**			**87%**	**Thu 4/4/24**
25	HNTB/County ROE Letter Review	37 days	Fri 4/26/24	Sat 6/1/24	43,5	26	100%	Thu 4/25/24
26	Address HNTB/County ROE Letter Comments	5 days	Sun 6/2/24	Thu 6/6/24	25	7,27	100%	Sat 6/1/24
27	Gain ROE	28 days	Fri 6/7/24	Thu 7/4/24	26,7	34	100%	Thu 6/6/24
28	Establish Control	15 days	Fri 4/5/24	Fri 4/19/24	3	29	100%	Thu 4/4/24
29	LiDAR and Processing	50 days	Sat 4/20/24	Sat 6/8/24	28	75,76	100%	Fri 4/19/24
30	Geotechnical Borings	14 days	Sat 5/18/24	Fri 5/31/24	43,44	31	100%	Sat 6/15/24
31	Develop Preliminary Geotech Report	28 days	Sat 6/1/24	Fri 6/28/24	30	51,32	100%	Sat 6/29/24
32	Develop Final Geotech Report	21 days	Sat 11/9/24	Fri 11/29/24	53,31	78	100%	Wed 10/9/24
33	Design Direction Delay Task	112 days	Sat 11/9/24	Fri 2/28/25	53	34	100%	NA
34	Boundary and Supplemental Topographic Survey	14 days	Sat 3/1/25	Fri 3/14/25	27,53,33	35	100%	Thu 7/4/24
35	Develop Draft Parcel Acquisition Documents	19 days	Sat 3/15/25	Wed 4/2/25	34	36	100%	Sat 6/15/24
36	HNTB/County Draft Parcel Acquisition Documents Review	14 days	Thu 4/3/25	Wed 4/16/25	35	37	100%	Wed 7/31/24
37	Easement Coordination Delay	123 days	Thu 4/17/25	Sun 8/17/25	36	38	95%	NA
38	Develop Final Parcel Acquisition Documents	14 days	Mon 8/18/25	Sun 8/31/25	37	39	0%	Wed 9/25/24
39	Develop Preliminary ROW Strip Map	14 days	Mon 9/1/25	Sun 9/14/25	38	40	0%	Sat 6/15/24
40	HNTB/County Preliminary ROW Strip Map Review	14 days	Mon 9/15/25	Sun 9/28/25	39	41	0%	NA
41	Develop Final ROW Strip Map	21 days	Mon 9/29/25	Sun 10/19/25	40,23	15	0%	Wed 8/28/24
42	**Preliminary Schematic Design**	**232 days**	**Fri 3/22/24**	**Fri 11/8/24**			**100%**	**Fri 3/22/24**
43	Develop Preliminary Alignment Alternatives	33 days	Fri 3/22/24	Tue 4/23/24	2	4,44,25,8FS+23 c	100%	Fri 3/22/24
44	HNTB/County Preliminary Alternative Approval	24 days	Wed 4/24/24	Fri 5/17/24	43,4	48,45,30	100%	Wed 4/24/24
45	Coordinate Design Alternatives with County/Stakeholders	30 days	Sat 5/18/24	Sun 6/16/24	44	46	100%	NA
46	Delay - Increased Stakeholder Coordination for Design Approval	72 days	Mon 6/17/24	Tue 8/27/24	45	47,48	100%	NA
47	Develop Preliminary H&H Models	15 days	Wed 8/28/24	Wed 9/11/24	20,22,46	49	100%	Sat 5/18/24
48	Develop Preliminary 3D Model and XS	15 days	Wed 8/28/24	Wed 9/11/24	44,20,22,46	49	100%	Sat 5/18/24
49	Develop Preliminary Schematic Deliverables	19 days	Thu 9/12/24	Mon 9/30/24	47,48,8	9,50	100%	Sat 6/15/24
50	Preliminary Deliverable Delay	7 days	Tue 10/1/24	Mon 10/7/24	49	51,9	100%	NA
51	Preliminary Schematic Deliverable Package County and TxDOT Review	14 days	Sat 10/12/24	Fri 10/25/24	31,6,50	52	100%	Wed 7/31/24
52	Preliminary Schematic Deliverable PD Response to Comment Period	7 days	Sat 10/26/24	Fri 11/1/24	51	53	100%	Wed 8/14/24
53	Preliminary Schematic Deliverable HNTB/County Comment Verification	7 days	Sat 11/2/24	Fri 11/8/24	52	55,10,75,76,32,3	100%	Wed 8/21/24
54	**Environmental and Public Involvment**	**756 days**	**Sat 4/20/24**	**Fri 5/15/26**			**14%**	**Fri 4/19/24**
55	Stakeholder Coordination	56 days	Sat 11/9/24	Fri 1/3/25	53	73	100%	Wed 8/28/24
56	Develop Environmental Constraints Map and Project Description	14 days	Sat 4/20/24	Fri 5/3/24	21	57	100%	Fri 4/19/24
57	TxDOT Environmental Preliminary Design Coordination	13 days	Fri 5/17/24	Wed 5/29/24	56,8	67,58,59	100%	Thu 5/16/24
58	PCR & TxDOT Background Study Development	7 days	Sat 8/23/25	Fri 8/29/25	57,6	59	0%	Wed 5/29/24
59	PCR & TxDOT Background Study - TxDOT Review	28 days	Sat 8/30/25	Fri 9/26/25	57,58	60	0%	Wed 6/5/24
60	Develop Antiquities Permit Documentation	7 days	Sat 9/27/25	Fri 10/3/25	59	61	0%	Wed 7/3/24
61	Agency Review of Antiquities Permit	49 days	Sat 10/4/25	Fri 11/21/25	60	62	0%	Wed 7/10/24
62	Cultural Field Investigations	49 days	Sat 11/22/25	Fri 1/9/26	61	63	0%	Wed 8/28/24
63	Draft Arch/Cultural Resources Report	42 days	Sat 1/10/26	Fri 2/20/26	62	64	0%	Wed 10/16/24
64	Client/Sponsor/Owner Cultural Resources Report Review	21 days	Sat 2/21/26	Fri 3/13/26	63	65	0%	Wed 11/27/24
65	Regulatory Cultural Resources Review (State Compliance)	49 days	Sat 3/14/26	Fri 5/1/26	64	66	0%	Wed 12/18/24
66	Final Cultural Resources Report	14 days	Sat 5/2/26	Fri 5/15/26	65	14	0%	Wed 2/5/25
67	WPD1 and WPD2	35 days	Sat 8/23/25	Fri 9/26/25	57,6	68	0%	Wed 5/29/24
68	TxDOT Environmental Methodology Approval	28 days	Sat 9/27/25	Fri 10/24/25	67	69	0%	Wed 7/3/24
69	Environmental Field Work	49 days	Sat 10/25/25	Fri 12/12/25	68	70	0%	Wed 7/31/24
70	Technical Reports	28 days	Sat 12/13/25	Fri 1/9/26	69	71	0%	Wed 9/18/24
71	Williamson County RHCP Review/Enrollment	45 days	Sat 1/10/26	Mon 2/23/26	70	72	0%	Wed 10/16/24
72	Address Comments and Resubmit Technical Documents	14 days	Tue 2/24/26	Mon 3/9/26	71	73,14	0%	Wed 2/5/25
73	Assist Public Involvment	56 days	Tue 3/10/26	Mon 5/4/26	72,55		0%	Wed 2/19/25
74	**Final Schematic Design**	**334 days**	**Sat 11/9/24**	**Wed 10/8/25**			**85%**	**Wed 8/28/24**
75	Develop Final Schematic Design	42 days	Sat 11/9/24	Fri 12/20/24	29,10,53,9	78	100%	Wed 8/28/24
76	Develop Final H&H Models and Reports	42 days	Sat 11/9/24	Fri 12/20/24	29,10,53	78,77	100%	Wed 8/28/24
77	Design Direction Delay Task	105 days	Sat 12/21/24	Fri 4/4/25	76	78	100%	NA
78	Develop Final Schematic Deliverables	14 days	Sat 4/5/25	Fri 4/18/25	75,76,32,77	11,79	100%	Wed 10/9/24
79	HNTB/County Final Schematic Deliverable Package Review	14 days	Sat 4/19/25	Fri 5/2/25	78	80	100%	Wed 11/6/24
80	Final Schematic Deliverable PD Response to Comment Period	7 days	Sat 5/3/25	Fri 5/9/25	79	81	100%	Wed 11/20/24
81	SWA #2 Development/Coordination Delay	130 days	Sat 5/10/25	Tue 9/16/25	80	82	73%	NA
82	Final Schematic Deliverable HNTB/County Comment Verification	7 days	Wed 9/17/25	Tue 9/23/25	81	83,12	0%	Wed 11/27/24
83	Address Final Comments	14 days	Wed 9/24/25	Tue 10/7/25	82,12,11	13,84	0%	Wed 12/4/24
84	Revised Final Schematic Submittal	1 day	Wed 10/8/25	Wed 10/8/25	83		0%	Wed 12/4/24



Project: SH 195 at Ronald Reag Schematic Design
Date: Tue 9/2/25

Task · Milestone · Project Summary · Inactive Milestone · Manual Task · Manual Summary Rollup · Start-only · External Tasks · Deadline · Manual Progress
Split · Summary · Inactive Task · Inactive Summary · Duration-only · Manual Summary · Finish-only · External Milestone · Progress

Williamson County
SWA #2 to Work Authorization #1

FEE SUMMARY FOR PROFESSIONAL SERVICES

Project(s): **SH 195 / Ronald Reagan Interchange**

Prime Consultant: **Pape-Dawson Consulting Engineers, LLC, Austin, Texas**

Proposal Date: **5/9/2025**
Prepared By: Brian Allen, P.E.

Scope of Work:
Construct 3 remaining ramps at SH 195 to Ronald Reagan Boulevard

DESCRIPTION	WA#1	SWA #2	TOTAL
TASK 1 - PROJECT MANAGEMENT	$88,195.00	$29,720.00	$117,915.00
TASK 2 - ROUTE AND DESIGN STUDIES	$34,395.00	$7,580.00	$41,975.00
TASK 8 - SCHEMATIC DEVELOPMENT	$152,250.00	$94,050.00	$246,300.00
TASK 10 - ENVIRONMENTAL SERVICES	$241,940.00	$28,540.00	$270,480.00
OTHER DIRECT EXPENSES	$88,864.00	$0.00	$88,864.00
SUBTOTAL LABOR + EXPENSES	**$872,764.00**	**$159,890.00**	**$1,032,654.00**

Pape-Dawson Consulting Engineers, LLC
SWA #2 to
Work Authorization #1

Williamson County- 20240319	Vice President	Associate Vice President	Project Manager	Sr. QC Reviewer	Senior Project Engineer	Project Engineer	E.I.T.	Admin / Clerical	TOTAL LABOR HRS. & COSTS
TASK 1 - PROJECT MANAGEMENT									
PROJECT MANAGEMENT AND ADMINISTRATION									
PM coordination with County PM (additional 6 months Oct 2024 - Oct 2025)		16	16						32
Monthly Progress Report / Invoicing / Billing (8 months)(Oct 2024- Oct 2025)		8	8					7	23
Monthly Progress Report / Invoicing / Billing (8 months)(May 2025- Oct 2025)(ENV work)		8	8					8	24
Attend 12 External Progress/Coordination Meetings (Assume Virtual)(6 months additional schematic development effort)		12	12						24
Prepare Agendas, Sign in Sheets, and Meeting Minutes (8 additional meetings)							8	8	16
Maintain Project Schedule & Project Deliverables Table(6 months additional schematic development effort)		2	4						6
HOURS SUB-TOTALS	0	46	48	0	0	0	8	23	125
CONTRACT RATE PER HOUR	**$360.00**	**$300.00**	**$245.00**	**$285.00**	**$220.00**	**$200.00**	**$175.00**	**$120.00**	
TOTAL LABOR COSTS	$0.00	$13,800.00	$11,760.00	$0.00	$0.00	$0.00	$1,400.00	$2,760.00	$29,720.00
SUBTOTAL									**$29,720.00**
TASK 2 - ROUTE AND DESIGN STUDIES									
Traffic Study									
Develop queue length exhibits for Ramp A project			4			12	24		40
HOURS SUB-TOTALS	0	0	4	0	0	12	24	0	40
CONTRACT RATE PER HOUR	**$360.00**	**$300.00**	**$245.00**	**$285.00**	**$220.00**	**$200.00**	**$175.00**	**$120.00**	
TOTAL LABOR COSTS	$0.00	$0.00	$980.00	$0.00	$0.00	$2,400.00	$4,200.00	$0.00	$7,580.00
SUBTOTAL									**$7,580.00**
TASK 8 - SCHEMATIC DEVELOPMENT									
SCHEMATIC DESIGN - PRELIMINARY									
Developed additional alternatives and conceptual layout exhibit (dated 5/24/2024)		2	12			16	60		90
Modified 3D modeling and cross sections, alignments, profiles, and grading for extended project limits and frontage road		2	16			60	90		168
Finalized design intent and conceptual layout exhibits (dated 6/7/2024 and 7/9/2024)		2	12			16	30		60
Developed storm drain and WQ design for Jellyfish filters, re-designed for pond, and re-designed for PFC		2	16			40	90		148
SCHEMATIC DESIGN - FINAL									
Developed OPCC alternatives for building 1 ramp & 2 ramps instead of all 3 per GEC request on 4/28/2025		1	4			8	8		21
									0
HOURS SUB-TOTALS	0	9	60	0	0	140	278	0	487
CONTRACT RATE PER HOUR	**$360.00**	**$300.00**	**$245.00**	**$285.00**	**$220.00**	**$200.00**	**$175.00**	**$120.00**	
TOTAL LABOR COSTS	$0.00	$2,700.00	$14,700.00	$0.00	$0.00	$28,000.00	$48,650.00	$0.00	$94,050.00
SUBTOTAL									**$94,050.00**
TASK 10 - ENVIRONMENTAL SERVICES									
ENVIRONMENTAL SERVICES									
Noise analysis	8		8	4				4	144
									0
HOURS SUB-TOTALS	8	0	8	4	0	0	0	4	144
CONTRACT RATE PER HOUR	**$360.00**	**$300.00**	**$245.00**	**$285.00**	**$220.00**	**$200.00**	**$175.00**	**$120.00**	
TOTAL LABOR COSTS	$2,880.00	$0.00	$1,960.00	$1,140.00	$0.00	$0.00	$0.00	$480.00	$28,540.00
SUBTOTAL									**$28,540.00**
GRAND TOTAL									**$159,890.00**

Commissioners Court - Regular Session **38.**

Meeting Date: 09/16/2025

Arterial K – ASI – SWA#2 to WA#1

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplemental No. 2 to Work Authorization No. 1 to the Arterial K contract executed on September 12, 2023, between Williamson County and American Structurepoint, Inc. relating to the LTP/Corridor Program.

Background

The American Structurepoint, Inc. Supplemental No. 2 to Work Authorization No. 1 extends the termination date to February 28, 2026. Project: P629 Fund Source: Road and Bridge

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Arterial K – ASI – SWA#2 to WA#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/09/2025 01:46 PM
Form Started By: Ragan Riggs		Started On: 09/08/2025 04:12 PM
Final Approval Date: 09/09/2025		

Docusign Envelope ID: 4704D7A7-CE7F-4EA6-AB79-7CA9A412DCDF

SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO WORK AUTHORIZATION NO. 1
PROJECT: Arterial K from SH 195 to East Wilco Highway

This Supplemental Work Authorization No. 2 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated September 12, 2023 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and American Structurepoint, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective September 18, 2023 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Work Authorization shall be amended, changed and modified as follows;

I. The Work Authorization shall terminate on 02/28/2026. 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-2".

Except as otherwise amended by prior Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect:

--Signature page to follow --

Docusign Envelope ID: 4704D7A7-CE7F-4EA6-AB79-7CA9A412DCDF

EXECUTED this_____day of_____, 2025.

ENGINEER:	COUNTY:
American Structurepoint, Inc.	Williamson County, Texas
By: DocuSigned by: 776B9161DC924D7... Signature	By: _____ Signature
Steven J. Davidson, PE Printed Name	_____ Printed Name
Chief Strategy Officer Title	_____ Title

LIST OF ATTACHMENTS

Attachment C-2 - Work Schedule

APPROVED
By Christen Eschberger at 3:18 pm, Sep 08, 2025

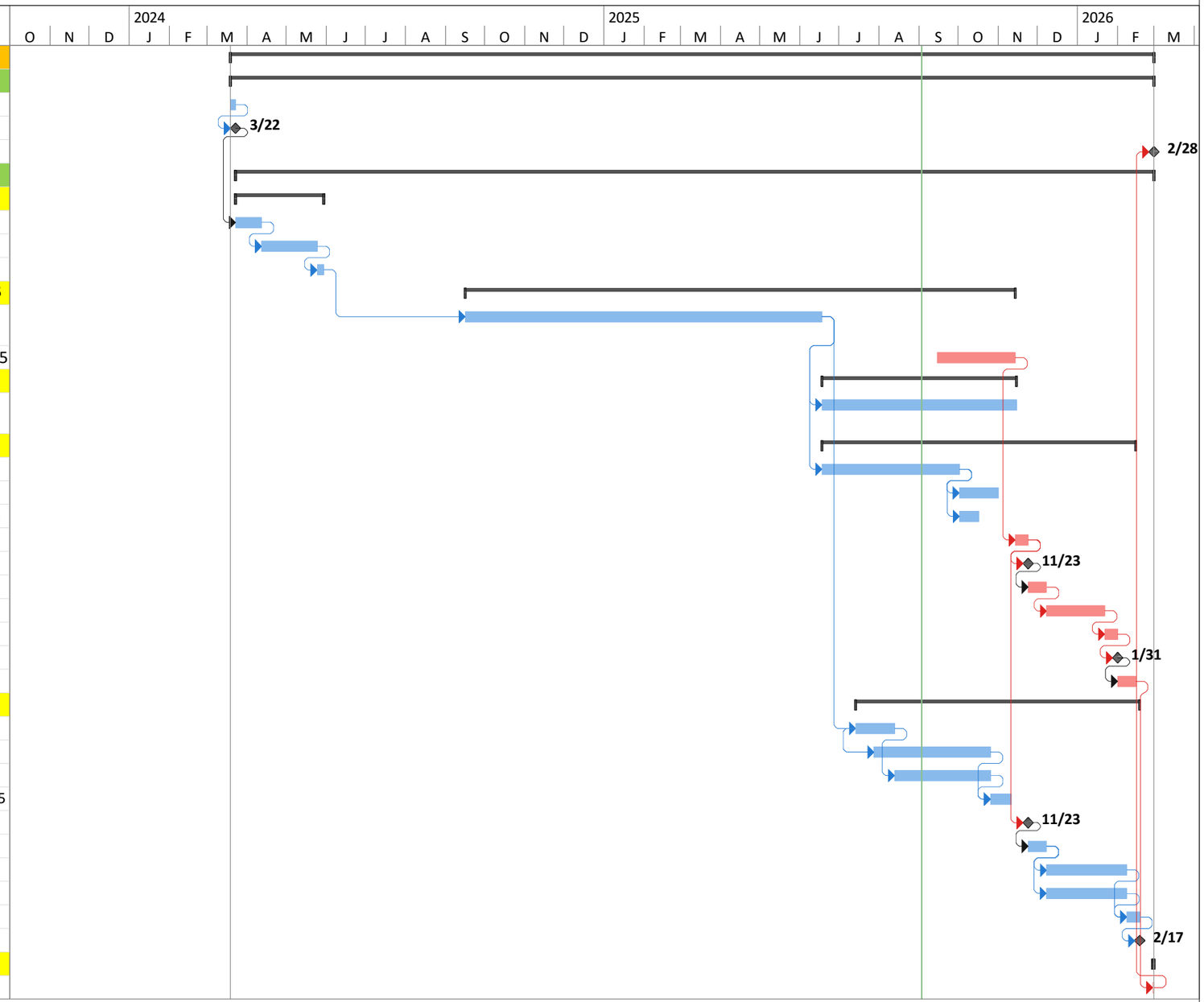
PRIME: AMERICAN STRUCTUREPOINT, INC.
ROADWAY: ARTERIAL K

Attachment C-2

ARTERIAL K
WORK SCHEDULE

WA #1
SWA#2

ID	Task Name	Duration	Start	Finish
1	**Williamson County - Arterial K Schedule**	**712 days**	**Tue 3/19/24**	**Sat 2/28/26**
2	**Milestones**	**712 days**	**Tue 3/19/24**	**Sat 2/28/26**
3	Start Date	4 days	Tue 3/19/24	Fri 3/22/24
4	Notice to Proceed = Date of Execution	0 days	Fri 3/22/24	Fri 3/22/24
5	Work Authorization Termination	0 days	Sat 2/28/26	Sat 2/28/26
6	**Design Development Activities**	**708 days**	**Sat 3/23/24**	**Sat 2/28/26**
7	**Route and Design Studies**	**68 days**	**Sat 3/23/24**	**Wed 5/29/24**
8	Collect Data, Design Criteria and Constraints	20 days	Sat 3/23/24	Thu 4/11/24
9	Draft Constraints Map	43 days	Fri 4/12/24	Fri 5/24/24
10	Submit Property Owner Spreadsheet	5 days	Sat 5/25/24	Wed 5/29/24
11	**Public Involvement**	**424 days**	**Mon 9/16/24**	**Thu 11/13/25**
12	Support Public Involvement, Property Owner, and Stakeholder Meetings	275 days	Mon 9/16/24	Tue 6/17/25
13	Additional outreach for Atmos impacts	60 days	Mon 9/15/25	Thu 11/13/25
14	**Utility Coordination Support**	**150 days**	**Wed 6/18/25**	**Fri 11/14/25**
15	Review utility information, incorporate utility information into design	150 days	Wed 6/18/25	Fri 11/14/25
16	**Schematic Development**	**242 days**	**Wed 6/18/25**	**Sat 2/14/26**
17	Preliminary Schematic Development	106 days	Wed 6/18/25	Wed 10/1/25
18	Preliminary Corridor Modeling	30 days	Thu 10/2/25	Fri 10/31/25
19	Develop bridge layouts	15 days	Thu 10/2/25	Thu 10/16/25
20	QAQC Preliminary Schematics	10 days	Fri 11/14/25	Sun 11/23/25
21	Submit Preliminary Schematics	0 days	Sun 11/23/25	Sun 11/23/25
22	County Review of Preliminary Schematics	14 days	Mon 11/24/25	Sun 12/7/25
23	Final Schematic Development	45 days	Mon 12/8/25	Wed 1/21/26
24	QAQC Final Schematics	10 days	Thu 1/22/26	Sat 1/31/26
25	Submit Final Schematics	0 days	Sat 1/31/26	Sat 1/31/26
26	GEC / County review of Final Schematics	14 days	Sun 2/1/26	Sat 2/14/26
27	**Drainage Study**	**219 days**	**Mon 7/14/25**	**Tue 2/17/26**
28	Hydrology	30 days	Mon 7/14/25	Tue 8/12/25
29	Preliminary Hydraulics	90 days	Mon 7/28/25	Sat 10/25/25
30	Preliminary Detention / Water Quality / SS sizing	74 days	Wed 8/13/25	Sat 10/25/25
31	Prepare Preliminary Drainage Report and Cost Estimate	16 days	Sun 10/26/25	Mon 11/10/25
32	Submit Preliminary Drainage Report	0 days	Sun 11/23/25	Sun 11/23/25
33	GEC / County review of Preliminary Drainage Report	14 days	Mon 11/24/25	Sun 12/7/25
34	Final Hydraulics	62 days	Mon 12/8/25	Sat 2/7/26
35	Final Detention / Water Quality / SS sizing	62 days	Mon 12/8/25	Sat 2/7/26
36	Prepare Final Drainage Report & Cost Estimate	10 days	Sun 2/8/26	Tue 2/17/26
37	Submit Final Drainage Report	0 days	Tue 2/17/26	Tue 2/17/26
38	**Contract End**	**1 day**	**Sat 2/28/26**	**Sat 2/28/26**
39	Contract End	1 day	Sat 2/28/26	Sat 2/28/26



Work Authorization No. 1 - SWA2
Termination Date:
February 28, 2026

Task
Split
Milestone
Summary
Project Summary
External Tasks
External Milestone
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task Duration-only
Manual Summary Rollup
Manual Summary Start-only
Finish-only
Deadline
Critical
Critical Split
Progress
Manual Progress

Commissioners Court - Regular Session **39.**

Meeting Date: 09/16/2025

Seward Junction – McGray & McGray – 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 On-Call Surveying Services (Seward Junction Loop North) contract executed on May 9, 2024, between Williamson County and McGray & McGray Land Surveyors, Inc. relating to the 2023 Road Bond Program.

Background

The McGray & McGray Land Surveyors, Inc. Supplemental No. 2 to Work Authorization No. 2 extends the termination date to July 31, 2026. Project: P598Fund Source: Road Bonds

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Seward Junction – McGray & McGray – SWA#2 to WA#2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/09/2025 02:16 PM
Form Started By: Ragan Riggs		Started On: 09/08/2025 04:19 PM
Final Approval Date: 09/09/2025		

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

WILLIAMSON COUNTY CORRIDOR PROJECT:
SEWARD JUNCTION LOOP NORTH

This Supplemental Work Authorization No. 02 to Work Authorization No. 02 is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated May 9, 2024 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **McGray & McGray Land Surveyors, Inc.** (the "Surveyor").

WHEREAS, the County and the Surveyor executed Work Authorization No. 02 dated effective January 8, 2025 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Surveyor agree that the Work Authorization shall be amended, changed and modified as follows:

I. The Work Authorization shall terminate on **July 31, 2026**. The Services to be Provided by the Surveyor shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The updated Work Schedule is attached hereto as Attachment "C" (must be attached).

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

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

SURVEYOR:

McGray & McGray Land Surveyors, Inc.

By: _____
Signature

CHRIS CONRAD
Printed Name

VP
Title

8/20/25
Date

COUNTY:

Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

LIST OF ATTACHMENTS

Attachment C – Work Schedule

APPROVED
By Christen Eschberger at 3:14 pm, Sep 08, 2025

ATTACHMENT C
WORK SCHEDULE
SEWARD JUNCTION LOOP NORTH

Work shall begin 2 weeks after receiving written Notice-to-Proceed. McGray and McGray Land Surveyors, Inc. estimates project completion by July 31, 2026, with the following deliverable schedule:

- Draft ROW Map set (pdf), by November 15, 2025
- Final ROW Map set, by December 31, 2025
- ROW Monumentation set, by July 31, 2026

NOTE: Weather and access issues may affect timing for actual delivery of scoped items.

Commissioners Court - Regular Session **40.**

Meeting Date: 09/16/2025

West Main Street – Inland – SWA#4 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. 4 to Work Authorization No. 4 to the On-Call Surveying Services (West Main Street) contract executed on May 13, 2024, between Williamson County and Austin Surveying Company, LLC dba Inland Geodetics relating to the 2023 Road Bond Program.

Background

The Austin Surveying Company, LLC dba Inland Geodetics Supplemental No. 4 to Work Authorization No. 4 extends the termination date to July 31, 2026. Project: P676 Fund Source: Road Bonds

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

West Main Street – Inland – SWA#4 to WA#4

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/09/2025 02:10 PM
Form Started By: Ragan Riggs		Started On: 09/08/2025 04:15 PM
Final Approval Date: 09/09/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 04
TO
WORK AUTHORIZATION NO. 04

WILLIAMSON COUNTY PROJECT:
WEST MAIN STREET (FLORENCE)

This Supplemental Work Authorization No. 04 to Work Authorization No. 04 is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated May 13, 2024 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Austin Survey Company, LLC dba Inland Geodetics** (the "Surveyor").

WHEREAS, the County and the Surveyor executed Work Authorization No. 04 dated effective June 12, 2024 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Surveyor agree that the Work Authorization shall be amended, changed and modified as follows:

I. The Work Authorization shall terminate on **July 31, 2026**. The Services to be Provided by the Surveyor shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The updated Work Schedule is attached hereto as Attachment "C" (must be attached).

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

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

SURVEYOR:

Austin Survey Company, LLC

By: Francisco Rivera
Signature

Francisco Rivera
Printed Name

President
Title

8/20/2025
Date

COUNTY:

Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

LIST OF ATTACHMENTS

Attachment C – Work Schedule

APPROVED
By Christen Eschberger at 3:20 pm, Sep 08, 2025

Attachment C – Work Schedule

Inland Geodetics																																
Start Date	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15	Week 16	Week 17	Week 18	Week 19	Week 20	Week 21	Week 22	Week 23	Week 24	Week 25	Week 26	Week 27	Week 28	Week 29	....	Week 109
NOTE*	6/17/2024	6/24/2024	7/1/2024	7/8/2024	7/15/2024	7/22/2024	7/29/2024	8/5/2024	8/12/2024	8/19/2024	8/26/2024	9/2/2024	9/9/2024	9/16/2024	9/23/2024	9/30/2024	10/7/2024	10/14/2024	10/21/2024	10/28/2024	11/4/2024	11/11/2024	11/18/2024	11/25/2024	12/2/2024	12/9/2024	12/16/2024	12/23/2024	12/30/2024	....	7/27/2026
1. Project Management																															
a. Communication																															
b. Monthly Progress Reports, Invoices Billings																															
c. QAQC Plan (within 10 day of NTP)																															
d. Project Coordination & Administration																															
e. Progress/Coordination Meetings																															
f. Project Schedule																															
g. Project Documents/Files																															
h. Deliverables																															
2. SURVEYING																															
a. ROE (23 parcels)																															
b. Field Surveying																															
Locate Existing Control																															
Establish NH&V Control, Set TBMs																															
Draft Control Sheets																															
Design Survey (1900 lf x 150' wide, w ROW)																															
Topo (1900LF x 150' wide, with trees +12")																															
Recover Monuments																															
Cross Section of Salado Creek (8 x-sec)																															
Resarch Existing ROW																															
Boundary Analysis																															
Prepare Base Map																															
QC																															
Prepare Descriptions and Surveys (10 parcels)																															
Monument Parcels (10 parcels)																															
Review Title commitments (10 parcels)																															
c. Deliverables																															
ROE Letters, Follow up Letters, Executed ROE Documents																															
Draft of Parcel Acqusition Documents																															
Final Signed/Sealed Parcel Acquisition Documents																															
Preliminary ROW Map																															
Base Mapping CAD files (Microstation 2D)																															
Base Mapping CAD files (Microstation 3D)																															
ASCII Point File																															
PDF's of Surveyors Notebook																															
Survey Control Sheets																															

*Weather and right of entry dependent. Gaining ROE from all landowners in a timely manner will be critical in meeting deadlines for this project.

Commissioners Court - Regular Session **41.**

Meeting Date: 09/16/2025

Red Bud Lane – Inland – SWA#4 to WA#5

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplemental No. 4 to Work Authorization No. 5 to the On-Call Surveying Services (Red Bud Lane) contract executed on May 13, 2024, between Williamson County and Austin Surveying Company, LLC dba Inland Geodetics relating to the 2023 Road Bond Program.

Background

The Austin Surveying Company, LLC dba Inland Geodetics Supplemental No. 4 to Work Authorization No. 5 extends the termination date to August 31, 2026. Project: P657 Fund Source: Road Bonds

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Red Bud Lane – Inland – SWA#4 to WA#5

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/09/2025 02:12 PM
Form Started By: Ragan Riggs		Started On: 09/08/2025 04:17 PM
Final Approval Date: 09/09/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 04
TO
WORK AUTHORIZATION NO. 05

WILLIAMSON COUNTY ROAD BOND PROJECT:
RED BUD LANE

This Supplemental Work Authorization No. 04 to Work Authorization No. 05 is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated May 13, 2024 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Austin Survey Company, LLC dba Inland Geodetics** (the "Surveyor").

WHEREAS, the County and the Surveyor executed Work Authorization No. 05 dated effective June 11, 2024 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Surveyor agree that the Work Authorization shall be amended, changed and modified as follows:

I. The Work Authorization shall terminate on **August 31, 2026**. The Services to be Provided by the Surveyor shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The updated Work Schedule is attached hereto as Attachment "C" (must be attached).

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

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

SURVEYOR:	**COUNTY:**
Austin Survey Company, LLC	**Williamson County, Texas**
By: Francisco Rivera Signature	By: _____ Signature
Francisco Rivera Printed Name	_____ Printed Name
President Title	_____ Title
9/2/2025 Date	_____ Date

LIST OF ATTACHMENTS

Attachment C – Work Schedule

APPROVED
By Christen Eschberger at 3:16 pm, Sep 08, 2025

Attachment C – Work Schedule

Inland Geodetics												
Start Date	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	....	Week 113
NOTE*	7/1/2024	7/8/2024	7/15/2024	7/22/2024	7/29/2024	8/5/2024	8/12/2024	8/19/2024	8/26/2024	9/2/2024	....	8/31/2026
1. Project Management												
a. Communication												
b. Monthly Progress Reports, Invoices Billings												
c. QAQC Plan (within 10 day of NTP)												
d. Project Coordination & Administration												
e. Progress/Coordination Meetings												
f. Project Schedule												
g. Project Documents/Files												
h. Deliverables												
2. SURVEYING												
a. ROEs (up to 45 letters)												
b. FIELD SURVEYING												
Locate and Reconcile Control Points												
Establish Horz & Vert Control												
Set CP Pairs												
Set TBMs												
Levels												
Prepare Control Sheets												
Survey Corridor Area												
Topo 50' interval (3000'x100', ROW TO ROW)												
Drainage Structures												
Improvements, utilities, trees 12"<, etc.												
Property Bndy, re-establish ROW												
Bndy Research												
Draft Schematic												
Initial Bndy Search												
Bndy Analysis												
Draft Survey												
QA/QC												
ROW Monument Setting												
Hydraulic X-Sections (320' @ 50' x-sec)												
Intersecting Roads (100' from Intersection)												
C. DELIVERABLES												
ROE Letters, Executed ROE Docs												
Mapping in 2D & 3D Microstation Files												
PDFs of Surveyors Notebook												
DTM of Proposed Corridor												
Survey Control Sheets												
*Weather and right of entry dependent. Gaining ROE from all landowners in a timely manner will be critical in meeting deadlines for this project.												

Commissioners Court - Regular Session **42.**

Meeting Date: 09/16/2025

Chandler Corridor, Seg 2 – BGE – SWA#5 to WA#1

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplemental No. 5 to Work Authorization No. 1 to the Chandler Corridor, Segment 2 contract executed on September 29, 2022, between Williamson County and BGE, Inc. relating to the LTP/Corridor Program.

Background

The BGE, Inc. Supplemental No. 5 to Work Authorization No. 1 extends the termination date to December 1, 2025.
Project: P600
Fund Source: Road and Bridge

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Chandler Corridor, Seg 2 – BGE – SWA#5 to WA#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/09/2025 01:42 PM
Form Started By: Ragan Riggs		Started On: 09/08/2025 04:03 PM
Final Approval Date: 09/09/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. _5_
TO
WORK AUTHORIZATION NO. _1_

WILLIAMSON COUNTY ROAD BOND PROJECT:
22RFSQ134 ENGINEERING SERVICES FOR CHANDLER CORRIDOR SEGMENT 2

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 September 29, 2022 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and BGE, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. _1_ dated effective November 4, 2022 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Work Authorization shall be amended, changed and modified as follows:

I. The Work Authorization shall terminate on December 1, 2025. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C".

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

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

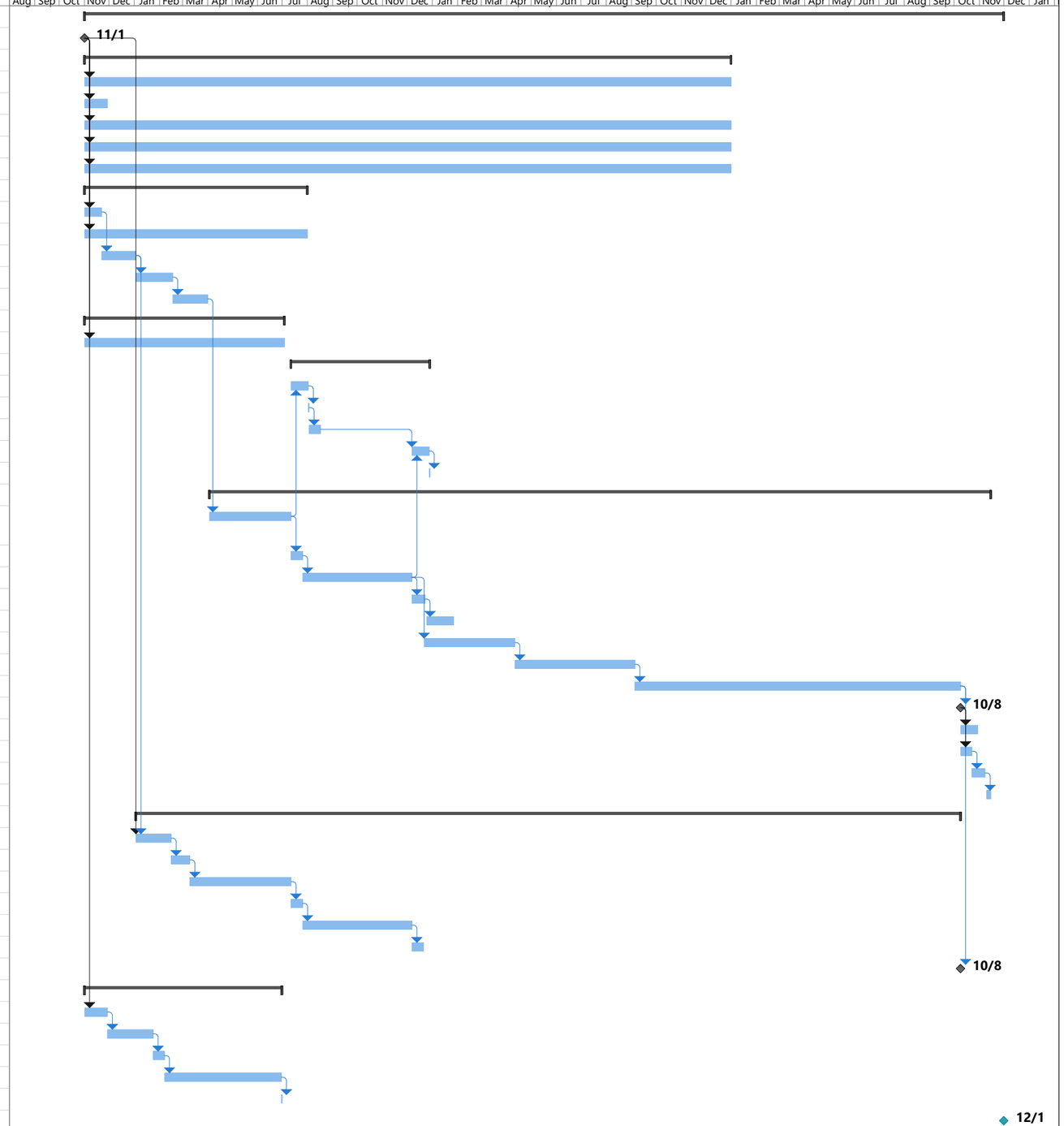
ENGINEER:	**COUNTY:**
By: _____	By: _____
Signature	Signature
Eric Busker	
Printed Name	Printed Name
Director	
Title	Title
09/04/2025	
Date	Date

LIST OF ATTACHMENTS

Attachment C - Work Schedule

APPROVED
By Christen Eschberger at 3:22 pm, Sep 08, 2025

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
1		**Chandler Road**	**804 days**	**Tue 11/1/22**	**Mon 12/1/25**	
2		Notice to Proceed	0 days	Tue 11/1/22	Tue 11/1/22	
3		**Project Management**	**566 days**	**Tue 11/1/22**	**Tue 12/31/24**	
4		Monthly Invoices and Project Reports	566 days	Tue 11/1/22	Tue 12/31/24	2
5		Project Specific QA/QC Plan	20 days	Tue 11/1/22	Mon 11/28/22	2
6		Meeting Minutes, Sign-In Sheets, and Agendas	566 days	Tue 11/1/22	Tue 12/31/24	2
7		Project Schedule and Updates	566 days	Tue 11/1/22	Tue 12/31/24	2
8		Project Files	566 days	Tue 11/1/22	Tue 12/31/24	2
9		**Route Design and Studies**	**195 days**	**Tue 11/1/22**	**Mon 7/31/23**	
10		Data Collection	15 days	Tue 11/1/22	Mon 11/21/22	2
11		Meeting Minutes, etc, for all Stakeholder/Agency Coordinati	195 days	Tue 11/1/22	Mon 7/31/23	2
12		Draft Constraints Map, Design Summary Form, Typical Sectic	30 days	Tue 11/22/22	Mon 1/2/23	10
13		GEC/County Review	33 days	Tue 1/3/23	Thu 2/16/23	12
14		Final Constraints Map, Design Summary Form, Typical Sectio	31 days	Fri 2/17/23	Fri 3/31/23	13
15		**Public Involvement**	**175 days**	**Tue 11/1/22**	**Mon 7/3/23**	
16		Individual Property Owner Meetings (As Needed)	175 days	Tue 11/1/22	Mon 7/3/23	2
17		**Right of Way (ROW) Mapping**	**122 days**	**Wed 7/12/23**	**Thu 12/28/23**	
18		Draft Preliminary ROW Map and affected property owner lis	15 days	Wed 7/12/23	Tue 8/1/23	24
19		Submit Draft	1 day	Wed 8/2/23	Wed 8/2/23	18
20		GEC/County Review	10 days	Thu 8/3/23	Wed 8/16/23	19
21		Final Preliminary ROW Map and affected property owner list	15 days	Thu 12/7/23	Wed 12/27/23	20,26
22		Submit Final	1 day	Thu 12/28/23	Thu 12/28/23	21
23		**Schematic Development**	**685 days**	**Mon 4/3/23**	**Fri 11/14/25**	
24		Preliminary Ultimate Schematic Submittal including cost estimate	72 days	Mon 4/3/23	Tue 7/11/23	14
25		GEC/County Review	10 days	Wed 7/12/23	Tue 7/25/23	24
26		Final Ultimate Schematic Submittal including cost estimate	96 days	Wed 7/26/23	Wed 12/6/23	25
27		GEC/County Review	12 days	Thu 12/7/23	Fri 12/22/23	26
28		Address & Resolve Comments	25 days	Mon 12/25/23	Fri 1/26/24	27
29		Obtain ROE (by others)	79 days	Fri 12/22/23	Wed 4/10/24	26
30		SUE Work (by others)	105 days	Thu 4/11/24	Wed 9/4/24	29
31		Alignment Revision 1	285 days	Thu 9/5/24	Wed 10/8/25	30
32		Re-submit Final Ultimate Schematic & cost estimate	0 days	Wed 10/8/25	Wed 10/8/25	31
33		Final Corridor Summary Report	15 days	Thu 10/9/25	Wed 10/29/25	32
34		GEC/County Review	10 days	Thu 10/9/25	Wed 10/22/25	32
35		Address/Resolve Comments (1 round)	12 days	Thu 10/23/25	Fri 11/7/25	34
36		Verify comments addressed (GEC)	5 days	Mon 11/10/25	Fri 11/14/25	35
37		**Drainage Study**	**722 days**	**Tue 1/3/23**	**Wed 10/8/25**	
38		Draft Drainage Report - Existing Conditions	31 days	Tue 1/3/23	Tue 2/14/23	2,12
39		GEC/County Review	17 days	Wed 2/15/23	Thu 3/9/23	38
40		Draft Drainage Report - Existing & Proposed	88 days	Fri 3/10/23	Tue 7/11/23	39
41		GEC/County Review	10 days	Wed 7/12/23	Tue 7/25/23	40
42		Final Drainage Report	96 days	Wed 7/26/23	Wed 12/6/23	41
43		GEC/County Review	10 days	Thu 12/7/23	Wed 12/20/23	42
44		Re-submit Final Drainage Report (Final submittal)	0 days	Wed 10/8/25	Wed 10/8/25	31
45		**Environmental Services**	**174 days**	**Tue 11/1/22**	**Fri 6/30/23**	
46		Data Collection & Field Reconnaissance	20 days	Tue 11/1/22	Mon 11/28/22	2
47		Draft Environmental and Cultural Resources Constraints Rep	40 days	Tue 11/29/22	Mon 1/23/23	46
48		GEC/County Review	10 days	Tue 1/24/23	Mon 2/6/23	47
49		Final Environmental and Cultural Resources Constraints Rep	103 days	Tue 2/7/23	Thu 6/29/23	48
50		Submit Final	1 day	Fri 6/30/23	Fri 6/30/23	49
51		Contract Expiration	0 days	Mon 12/1/25	Mon 12/1/25	



Commissioners Court - Regular Session **43.**

Meeting Date: 09/16/2025

2025 National Preparedness Month

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

Department: Emergency Services Dept.

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a proclamation declaring the month of September 2025 as "National Preparedness Month".

Background

National Preparedness Month is a nationwide campaign that underscores the importance of being ready for all types of emergencies. It encourages individuals, families, businesses, and communities to take practical steps, such as creating an emergency plan, assembling a supply kit, staying informed, and engaging in local preparedness efforts. The 2025 theme, "Preparedness Starts at Home", highlights a return to these essential actions as the foundation of community resilience.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2025 Preparedness Month Proclamation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/09/2025 02:37 PM
Form Started By: Bruce Clements		Started On: 09/09/2025 12:31 PM
Final Approval Date: 09/09/2025		

State of Texas
County of Williamson
Know all men by these presents:

That on this 16th day of September 2025, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, with the following members present;

Steve Snell, County Judge
Terry Cook, Commissioner, Precinct One
Cynthia Long, Commissioner, Precinct Two
Valerie Covey, Commissioner, Precinct Three
Russ Boles, Commissioner, Precinct Four

And at said meeting, among other business, the Court considered the following:

PROCLAMATION

WHEREAS, the State of Texas historically leads the nation in the number of federally-declared disasters, be they natural hazards, technological, or human-caused;

WHEREAS, September is "National Preparedness Month" and it is important to recognize the need for preparedness and is an opportunity to inform and educate residents, businesses, schools and communities to be more prepared to prevent, protect against, respond to, recover from, and mitigate against all threats and hazards; and

WHEREAS, Williamson County residents are encouraged to prepare a three to six-day disaster kit which should contain food, water, medicine and important documents and create emergency plans that includes a plan with emergency meeting locations to help reduce fear and anxiety that may accompany disasters; and

WHEREAS, special preparedness considerations and steps should be taken for young children, seniors, family pets, and those with disabilities and medical devices; and

WHEREAS, it is important for residents to participate in preparedness activities and they are encouraged to review preparedness information at *Ready.gov*, and to sign up to receive emergency alerts via *WarnCentralTexas.org* to become knowledgeable and prepared; and

WHEREAS, Williamson County residents are urged to remain mindful of the dangers presented by natural and man-made disasters, the importance of staying informed and following instructions from local officials and emergency management personnel; and

NOW, THEREFORE BE IT PROCLAIMED, the Williamson County Commissioners Court declares the month of September 2025 to be "National Preparedness Month" in honor of those men and women who train and prepare daily for the safety and wellbeing of the residents of Williamson County, Texas.

PROCLAIMED THIS 16TH DAY OF SEPTEMBER 2025.

_____

Steve Snell - Williamson County Judge

Commissioners Court - Regular Session **44.**

Meeting Date: 09/16/2025

Hunger Action Month Proclamation 2025

Submitted For: Terry Cook **Submitted By:** Garry Brown, Commissioner Pct. #1

Department: Commissioner Pct. #1

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a proclamation designating September 2025 as Hunger Action Month in Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Hunger Action Month Proclamation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/09/2025 03:58 PM
Form Started By: Garry Brown		Started On: 09/09/2025 03:53 PM
Final Approval Date: 09/09/2025		

PROCLAMATION

WHEREAS, according to Feeding Texas, a statewide hunger-relief network of food banks, Texas has the highest rate of food insecurity in the nation, increasing from 16.4% to 17.6% since last year; this percentage includes 5.3 million Texans, representing 1 in 6 households across the state, 1 in 5 children, and 13.6% of seniors, demonstrating the urgent and growing need for resources, compassion, and community action; and

WHEREAS, the Central Texas Food Bank and many other food banks across Williamson County are providing immediate and equitable access to nutritious food; and

WHEREAS, United Way for Greater Austin has brought together a network of Williamson County community partners to start an initiative called Food for Every Table, which is working to lessen the impacts of food insecurity in every corner of the county; and

WHEREAS, in Williamson County, according to the Texas Health and Human Services July 2025 Report, there are 13,305 SNAP food benefits cases and 30,090 eligible individuals with an average SNAP payment of only $388 per month; and

WHEREAS, the number of clients seen by every local food bank continues to grow, as well as the number of volunteers needed to distribute the food; and

WHEREAS, the food insecurity rate in Williamson County is 13.4% as reported by the Central Texas Food Bank and Healthy Williamson County, which equates to approximately 100,102 individuals (for comparison, Georgetown's population is 101,344), showing that food insecurity in Wilco is a major issue; and

WHEREAS, September is Hunger Action Month, where communities across the nation come together and raise awareness of hunger and take action to support organizations, such as the Round Rock Serving Center, Hill Country Ministries, The Caring Place, Neighbors Serving Neighbors, Shepherd's Heart, Hutto Resource Center, and many others, whose collective mission helps restore strength, stability, and a sense of normalcy to literally thousands of food insecure households;

NOW THEREFORE BE IT RESOLVED, that the Williamson County Commissioners Court hereby proclaims September 2025 as

"Hunger Action Month"

in Williamson County and encourage our citizens to act by:

1. Volunteering at and donating money and shelf-stable food items to local food banks and pantries to support on-going hunger relief
2. Learning about the root causes of hunger and food insecurity and advocating for policies that expand access to nutrition programs like SNAP and school meals
3. Host a food drive

Passed by Commissioners Court and Signed on this date: _____

_____

Steven Snell, County Judge

As Presiding Officer and on behalf of the Williamson County Commissioners Court

Commissioners Court - Regular Session **45.**

Meeting Date: 09/16/2025

Semi-annual Williamson County Employee Food Drives

Submitted For: Terry Cook **Submitted By:** Garry Brown, Commissioner Pct. #1

Department: Commissioner Pct. #1

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to make two semi-annual Williamson County Employee Food Drives official county employee events to be conducted in November and May of each year.

Background

For each of the last two years, a food drive has been held in November, to which county employees have generously donated. Due to the ever-increasing rate of food insecurity across Williamson County, we propose holding two food drives- one in November and the other in May for two weeks each month. Little known fact: food donations drop off in the summer, hence a food drive in May. By making this an official county employee event, we would have the ability to better market these food drives to our employees and hopefully, have a greater amount of donated shelf-stable food. 9 - 10 departments across the county will be chosen as collection points, and the Jester Annex will be the place where all food will be collected for final distribution to various food banks and pantries located in every commissioner precinct.

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	09/10/2025 09:38 AM
Form Started By: Garry Brown		Started On: 09/09/2025 04:03 PM
Final Approval Date: 09/10/2025		

Commissioners Court - Regular Session **46.**

Meeting Date: 09/16/2025

Public Hearing Retention Request

Submitted For: Bill Zito **Submitted By:** Candi Semple, Emergency Services Dept.

Department: Emergency Services Dept.

Agenda Category: Regular Agenda Items

Information

Agenda Item

9:30 am: Conduct a public hearing relating to a request to use surplus salary dollars for a retention request within the Emergency Communication's Office for PCN 0119 and discuss (1) the reason for the payment in excess of the previously approved budget amount, including the purpose that will be served by making the excess payment; and (2) the exact amount of the excess payment, the sources of the payment, and the terms for distribution of the payment that effect and maintain the public purpose to be served by making excess payment.

Background

The reason for the payment in excess of the budgeted amount, and increase of $12,091.48 to PCN 0119, is to retain a current employee per the retention policy. The payment will be made through the regular payroll process using the general fund, a salary dollar already within the Emergency Communication Department budget. The public purpose is to retain a highly skilled employee within the office who has a high risk of leaving employment and has been considered by other departments for a like position. All moves are within current policy.

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	09/09/2025 02:34 PM
Form Started By: Candi Semple		Started On: 09/09/2025 11:48 AM
Final Approval Date: 09/09/2025		

Commissioners Court - Regular Session **47.**

Meeting Date: 09/16/2025

Retention Request Approval

Submitted For: Bill Zito **Submitted By:** Candi Semple, Emergency Services Dept.

Department: Emergency Services Dept.

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on additional funding for PCN 0119, Director Emergency Communications.

Background

A retention request is being made to retain a highly skilled, tenured employee. If approved, excess funding from the 1100 FT Salary line will be utilized for FY25. The budget on the position for FY26 is adequate and funding is already in place.

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	09/09/2025 02:36 PM
Form Started By: Candi Semple		Started On: 09/09/2025 11:56 AM
Final Approval Date: 09/09/2025		

Commissioners Court - Regular Session **48.**

Meeting Date: 09/16/2025

FY26 Budget Policy Document

Submitted By: Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the Budget Policy document for FY26.

Background

Please see attached "Summary of Changes" in relation to the FY26 Budget Policy document.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Budget Policy Summary of Changes FY26

FY26 Budget Policy

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/09/2025 10:39 AM
Form Started By: Ashlie Holladay		Started On: 09/08/2025 01:28 PM
Final Approval Date: 09/09/2025		

BUDGET POLICY FY26

SUMMARY OF CHANGES

Page 6-7, VI, #12

We have added an 8000 account, more specifically account 8009, for the County Manager, for the purpose of performance review and merit allocation for the Sr. Director of Human Resources, Veteran Services Director and Purchasing Agent positions. The merit on these three positions will no longer be placed into the 8001 County Judge Department merit account, and instead, into the 8009 County Manager merit account

Page 8, VII, #2

Standard practice to determine replacement is reviewing the required criteria as of March 31st of each year. This language documents current/past practice

Page 9, VII, #6

The court approved this policy on the May 20th, 2025, agenda

Page 10, IX #3, #4 and #6

#3 – References the correct document as named by IT and formalizes the recommended replacement schedule for computers

#4 – New language in reference to the phasing out of stand-alone, departmental MiFi/hotspot contracts since county owned cell phones will provide such functionality and MiFi loaners will be available in the IT department;

#6 – Recommending the purchase of sofas/couches be utilized solely for common area space; Tables/chairs should be utilized for individual/personal office space in lieu of sofas

Page 19 URS

The policy has been updated to allow footwear as approved by the Commissioners Court on the June 24th, 2025, agenda

WILLIAMSON COUNTY
BUDGET POLICY
Last Approved ~~9/17/2024~~ 9/16/2025

The stewardship of public funds is one of the greatest responsibilities the Commissioners Court is tasked with. Therefore, the establishment and maintenance of budget policy is critical to ensure County officials protect public interests and promote citizens' confidence in County government…

I. General Policies

1. Williamson County will operate on a fiscal year which begins on October 1st and ends on September 30th.

2. Williamson County will continuously identify areas within the County for evaluation in order to improve efficiency and manage costs.

3. Cost/Benefit studies will be conducted, where appropriate and applicable, on non-recurring and recurring expenditures as well as capital projects.

4. All recurring budget items shall be funded in the general fund or road and bridge fund operating accounts/funds. These budget items shall be funded from revenue generated by the annual maintenance and operations general fund and road and bridge fund property tax levy. Recurring expenditures are defined as items that are ongoing in nature or routine. Examples include personnel and related expenses, utilities and/or fuel, etc. Recurring items shall NOT be budgeted for with excess fund balance/cash reserve funds.

5. Approved annual budgets, with amendments as approved by the Commissioners Court, are the management control device utilized by the County. Annual appropriated budgets are adopted for the General, Road and Bridge and Debt Services Funds and lapse at fiscal year-end.

6. Each department should make every effort to manage expenditures in a fiscally prudent manner. All programs should be monitored on a regular basis to ensure viability, necessity and efficiency.

7. Proposed expenditure recommendations shall include the following:

    a. General Fund operating and maintenance expenditures
    b. Road and Bridge Fund operating and maintenance expenditures
    c. Debt Service Fund expenditures
    d. Any additional information as requested by the Court

8. Technology requests should increase the efficiency of County government by improving the delivery of service, reducing duplication of data, increasing the accuracy of data, consolidating data entry efforts, reducing the necessity to add staff in future years, improving security and privacy, or be required because of a new statutory requirement

9. Furniture shall be replaced only when a demonstrated need has been presented and not in conjunction with transitioning into a new building and/or new personnel assuming an existing position in which furniture has previously been provided.

10. In order to maintain efficient and cost-effective services to the citizens of Williamson County, all budget requests are recommended to be prepared from the modified, zero-based budgeting process justifying the proposed expenditures as well as utilizing the most current information and trend analysis.

11. Williamson County seeks to advance economic development within the County. The Court will continuously support efforts to advance economic prosperity of the County when it finds that such efforts are in the best interest of the County and its citizens.

12. The Court at all times will attempt to maintain or lower the present tax rate.

13. Lame Duck Policy – Should an elected official not seek re-election or not be re-elected, 75% of the departmental budget will be encumbered to limit spending to 25%, equal to the time remaining in office. This is in accordance with Texas Local Government Code 130.908.

14. Funding will not be recommended to purchase items supporting or promoting any causes outside of core county duties.

II. Revenue and Transfer Policies

1. Williamson County will establish user charges and fees as permitted by law at a level related to the cost of providing that service to include direct and indirect costs.

2. When necessary, Williamson County will permit increases or decreases in user charges and fees. These charges and fees should be monitored and re-evaluated annually by each department head and/or elected official.

3. The County shall continuously seek public and private grants as well as other outside funding sources.

4. Williamson County allows a department head, appointed/elected official or his/her designee to request line-item transfers throughout the fiscal year. Pursuant to Local Government Code Section 111.070, the Commissioners Court may spend County funds only in strict compliance with the budget. The Commissioners Court by order may amend the budget to transfer an amount budgeted for one item to another budgeted item without authorizing an emergency expenditure.

5. Line-item transfers between 8000 accounts, merit 001130 and salary lines for the purpose of merit money allocation and re-allocation are initiated by Human Resources, forwarded to the Budget Office and completed by the Auditor's Office. These transfers will be placed on the agenda as needed for Commissioners Court approval/review.

6. Line-item transfers in the amount of $1,000 or less may be e-mailed directly to the Budget Office and are not required to be placed on the agenda unless:

a. The transfer is to purchase items requested but not recommended or approved in the budget
b. To simply increase overall funding in a particular line item

7. Transfers out of the following line items are prohibited. Transfers into the following line items are not prohibited:
   a. Training
   b. Gasoline
   c. Cell Phones
   d. RCS Radio Fees

8. Transfer of funds out of, within, or to the following line items will not be allowed, except for line item 001107/Temp-Seasonal:
   a. Salaries – this pertains to salary line items that are position based or based on position control. This includes object codes 1100, 1101 and 1105.
   b. Fringe benefits – to include FICA, retirement, insurance and workers compensation.

III. Reserve Policies

1. Williamson County will maintain adequate levels of fund balance to mitigate current and future risks, maintain an exceptional bond rating, and for long-term planning.

2. It is imperative that all department heads as well as elected officials continuously review expenditures to ensure fiscal responsibility.

IV. Budget Amendment Policies

1. Pursuant to Local Government Code, Section 111.070 (b), the Commissioners Court may authorize an emergency expenditure as an amendment to the original budget only in case of a grave public necessity to meet an unusual and unforeseen condition that could not have been included in the original budget through the use of reasonably diligent thought and attention.

2. All budget amendments must be placed on the regular agenda for consideration by the Commissioners Court and any amendments creating an increase in budgetary commitment for the next fiscal year shall be specifically noted.

3. The re-appropriation at the beginning of a fiscal year of funds committed under valid purchase orders of the County but unspent by September 30th of the prior fiscal year require a budget amendment from fund balance. These amendments are few in nature and will be made on a case-by-case basis. These budget amendments have no net effect on spending but simply change the accounting year for expenditures.

V. Capital Improvement Policies

1. Capital improvement projects include major equipment, software purchases as well as construction and remodeling requiring extensive funding.

2. Each department is encouraged to update their capital projects plan for the next five years so the Budget Officer may consolidate these into a five-year Capital Improvement Plan. Departments in a common functional area should cooperate in planning for capital projects affecting the entire function of that particular area. Budgeting and allocation of funds for capital projects will be made on the basis of long-term planning.

3. Capital improvement projects may be paid from current revenues, cash reserves or bonds. Bonds or other forms of debt will normally be used for capital projects when appropriate.

4. The selection of furniture, fabrics, color choices and/or materials used in the construction/remodeling of Williamson County facilities will be made by the Williamson County Facilities Division subject only to the Williamson County Commissioner Court's authority to override or otherwise modify such selection decisions pursuant to the Williamson County Commissioners Court's facilities powers, as is conferred by the Constitution and the laws of the State of Texas. Every effort will be made to maintain a professional appearance and provide uniformity and standardization in Williamson County facilities. Funding, where applicable, for the above-mentioned facility enhancements may reside in the Williamson County Facilities departmental budget.

5. The selection of flooring, paint, lighting, HVAC and electrical facility enhancements in individual/personal offices will be made by the Williamson County Facilities Division subject only to the Williamson County Commissioner Court's authority to override or otherwise modify such selection decisions pursuant to the Williamson County Commissioners Court's facilities powers, as is conferred by the Constitution and the laws of the State of Texas. Every effort will be made to maintain a professional appearance and provide uniformity and standardization in these areas. Funding, where applicable, for the above-mentioned facility enhancements may reside in the Williamson County Facilities departmental budget. All facility changes / structural modifications must have the approval of the Facilities Department.

6. Life cycle replacements, defined as a capital improvement analyzed for life cycle efficiency with a scheduled end of life, will be evaluated for the following:

    - Expected life of the replacement equipment
    - Age of current equipment being replaced
    - Repair dollars spent YTD
    - Issues with current system/equipment
    - Cost / Benefit of replacement
    - Phase in Approach vs. All at Once Funding
    - Cost savings of replacement item
    - Recurring costs associated with replacement item
    - External resources required to support replacement item to include external agencies, maintenance contract agreements and/or internal departments

VI. Personnel Policies

1. It is the priority of the Court to provide adequate and qualified staffing for offices and departments while ensuring efficiency. Requests for staff should be made only for new programs and/or upon demonstrated increases in service requirements that cannot be met with improved technology or changes in procedures.

2. Positions will only be recommended and approved when a verifiable need is demonstrated. Complete documentation to include any applicable and verifiable statistics, metrics, compliance requirements, job description, organizational chart, etc. should be provided at the time of the request. These documents are required for all new position requests falling under Commissioners Court purview regardless of funding source to include the CDBG (Community Development Block Grant).

3. The Court encourages and supports the allocation of funding to ensure the County's work force is properly trained. It is recommended that all department heads as well as elected officials additionally support reasonable continuing education requests.

4. The Court strives to ensure, where possible and practical, that employee compensation will be competitive with other similarly situated counties and/or local municipalities.

5. The Budget Office will maintain a budget on each position in an effort to identify "excess" funds available for the purpose of recruiting, re-classifications and re-organizations. Position control will be utilized on all salary line items with the exception of line item 001107, Temporary and Seasonal. Monies remaining in a salary line due to a position being vacant may not be used to increase a position's salary/rate of pay but may be used to pay out leave time when a position is vacated.

6. All full-time positions (GL code 1100 and 1105) will be budgeted at 40 hours per week while part-time positions (GL code 1101) will be budgeted at 29 hours per week.

7. All newly created positions will be funded according to court approved policy as per HR recommendation.

8. Re-classifications will be funded in accordance with current policy.

9. Merit funding (object code 001130) may only be used for merit performance/purpose in accordance with current policy. All merit funding (greater than $1.00) remaining in salary line 001130 will roll forward each fiscal year. Merit funds, once allocated to a position, may not be moved back into the merit line, object code 001130. Merit funding/calculations are based on all filled/unfilled, full-time/part-time position-based slots. Merit and COLA will be applied to Conversions. New positions are excluded from merit funding. Merit budgets are established in conjunction with the budget process and set at the beginning of the year. Transfers into line 1130 are prohibited.

10. Equipment/Supplies requested in the budget in conjunction with special teams/operations will not be funded from the general fund budget unless expressly authorized/approved by the Commissioners Court. Likewise, line-item transfer requests for a similar purpose may be denied.

11. Recommended pay changes will be applied as follows:

MERIT will be applied to:

a. Actual Salary as of the last pay period in March if a position is filled and any increases as allowed by policy
b. The budget on the position as of the last pay period in March if position is vacant
c. Merit will not be funded on new positions

COLA will be applied to:

a. Actual Salary as of the last pay period in March if a position is filled and any increases as allowed by policy
b. The budget on the position as of the last pay period in March if position is vacant
c. COLA will be applied to new positions

Application of increases will occur in this order: Re-class, COLA and then merit

Merit for small departments (those with four or less merit eligible employees) who do not roll up under a department with an 8000 account, will be granted/budgeted merit at 1% more than the amount approved by the Commissioners Court. Grant funded positions may be exempted from this policy as well as re-classification and COLA increases and will be budgeted based on the amount the grant can afford.

12. For any Elected Official or Director who supervises personnel in more than one general fund department, an 8000 account will be created for the purpose of merit placement funding/allocation. Current 8000 accounts are as follows:

8001 County Judge Department
8002 County Clerk Department
8003 Sheriff's Department
8004 Emergency Services Department
8006 Infrastructure Department
8008 Information Technology Department
8009 County Manager

Merit placed in the 8001 account may only originate from and be allocated to the positions below:

Sr. Director of Emergency Services
Sr. Director of Facilities
~~Sr. Director of Human Resources~~
Sr. Director of Infrastructure
Chief Information Officer
Sr. Director of Parks and Venues
Budget Officer
Director of Communications and Media Relations
Elections Administrator
General Counsel
~~Purchasing Agent~~
~~Veteran Services Director~~

County ~~Administrator~~ Manager

Merit placed in the 8009 account may only originate from and be allocated to the positions below:

Veteran Services Director
Purchasing Agent
Sr. Director of Human Resources

13. Any vacant position budget on the L or C chart that does not coincide with a specific dollar amount/step on the L or C chart, will be budgeted/funded according to the midpoint of the delta between steps on the chart. For example, funding on a vacant L or C position falls between a C2.2 and a C2.3 and the delta between those two steps is $1000, funding would go to a C2.2 if excess is less than $500 (mid-point of the delta) and funding would go to a C2.3 if excess is $500 or greater.

14. Regardless of funding source, the Commissioners Court has express authority to set all compensations/salaries for Williamson County positions.

15. Funding may be requested via the budget process for known "Succession Planning". In the event an existing FTE submits a letter of intent to separate employment with Williamson County and funding is necessary to bring in a replacement prior to the departure of the existing FTE, funding may be available. Succession planning/funding applies as follows:

    - Applies to any position directly supervised by an elected official, appointed official, senior director or the commissioner's court
    - Official letter of intent to depart/resign/retire must be received from/by the above
    - Maximum funding of 2 weeks (80 hours, five 8-hour days per week) for shadowing/training prior to current FTE departure
    - Maximum funding of 4 additional weeks (160 hours, five 8-hour days per week) to allow for accrual payouts (only if funding is not already available in the salary line due to attrition). Vacancy dollars will be applied first
    - Maximum total funding of 6 weeks' pay (240 hours, five 8-hour days per week)
    - Funding will be based on the current rate of pay for the current FTE and will include fringe/benefits as applicable
    - Once a new hire is in place, he/she will move into the existing FTE slot while the current FTE will move into the succession slot
    - Succession funding/dollars may not be transferred for any other purpose
    - Internal candidates/promotions are not eligible for succession planning funding

16. Allowable overtime funding as approved by Commissioners Court includes the following:

    - Tax Assessor Collector
    - Facilities
    - EMS / Tobacco HUG
    - Emergency Management
    - HazMat/Fire Marshal

- Emergency Services Department (only to be used in emergency situations/activations)
- All Constable Offices
- Sheriff's Office
- Corrections
- Juvenile Services
- 911 Communications
- Wireless Communications
- Pretrial Magistration Team
- Unified Road System
- WC Radio Communication System (RCS)
- Courthouse Security
- Election Svs Contract
- Animal Services
- Fleet (to assist during emergencies such as refueling of generators during outages)

Merit monies will be applied to all OT if a) merit is funded/awarded by the court and b) if merit is not designated as a lump sum or one-time payment.

VII. Fleet Policies

1. Vehicle and heavy equipment replacement funding will be allocated to each department in accordance with the Fleet Management Replacement Program. Vehicle and heavy equipment replacement recommendations will be reviewed for the following:
    a. Miles or hours as applicable
    b. Maintenance
    c. Type of Vehicle / Equipment Requested
    d. Fuel Efficiency
    e. Age of Vehicle
    f. Vehicle / Equipment Utilization

2. Vehicles and heavy equipment must meet replacement schedule criteria (age/hours based on projected mileage/hours using three-year averages) by March 31st of the following year, to be recommended for replacement. This is and has been current practice.

3. Funding will only be recommended for the changing of logo/graphics as vehicles are replaced/retired unless graphics are worn/damaged beyond repair and are no longer visible.

4. For all vehicles, or any county asset/equipment, purchased with county funds, only the name of Williamson County, the Williamson County department name and/or name of the Williamson County Office that such vehicle serves may be displayed on the vehicles. Furthermore, no wraps, paint schemes, insignia, decals or any other types of information or materials promoting any third-party causes/organizations/companies (save and except the brand name of the actual vehicle or equipment that is placed on the vehicle) or the name of the elected official or department director placed on Williamson County vehicles

without the approval of the Williamson County Commissioners Court.

5. No more than 20% of departmental fleet will be 4WD or AWD (unless exempted) without direct approval from the Commissioners Court.

6. No more than two trucks are allowed per Constable Precinct Office. Trucks are prohibited from being assigned to an elected official/Constable and may only be assigned to a deputy whose job responsibilities require 50% or more environmental duties.

VIII. Uniform Policies

Uniform funding may be provided to serve a public purpose i.e. out in the field and for departments/individuals who a) require regular and recurring public contact b) require clear identification to the public or c) where a demonstrated need is created for distinct separation between staff and population i.e. deputy vs. inmate, detention officer vs. population, etc.

The following uniform criteria must be met:

1. The uniform item must be required daily wear by the elected official/department head.

2. The uniform must be worn at all times while on duty, required by management as a condition of employment. The uniform may also be worn while traveling directly to or from a location where the uniform is required or while on an authorized meal or other break. The uniform may not be worn at any other time.

3. All uniforms and other County property must be promptly returned if County employment ends.

4. Uniforms are not permitted for employees whose positions do not require them to leave their office to perform their normal daily duties. Nametags are an alternative for times these individuals do need to go to a business function.

5. A departmental uniform policy must be provided to the Budget Office at the time funding is requested to include (but not limited to) quantity of uniforms provided, positions requiring a uniform item, itemization of uniform items and on-going replacement of such items.

    a. If a department does not have a uniform budget, a line-item transfer cannot be made to the uniform line item (3311) without pre-approval from the Budget Office.

    b. The Commissioners Court must approve uniform funding for any official, employee, or reserve deputy.

6. Permissible uniform shirts and pants are polo shirts (short sleeve and long sleeve), industrial/uniform work shirts, and uniform/industrial/tactical pants. Anything outside of this style must be pre-approved by the Budget Office. Uniform items must not be easily

converted to everyday wear i.e., jeans, t-shirts, blouses, dress shirts (a patch/emblem/logo on the uniform item does not necessarily prevent it from being easily converted).

7. Footwear will only be funded if it is a specialty item required for health and safety i.e., boots for motor units.

8. Funding for outerwear such as jackets and protective gear will only be recommended if an employee's job duties must be performed outdoors on a regular basis and the employee's personal outerwear is not permitted.

9. Shotguns/Rifles will be funded for each deputy if funding is available. Handguns, as well as any associated add-ons to handguns, are to be funded/provided by the deputy.

    - See Appendix A for Uniform & Equipment Lists

IX. Equipment / Asset Policies

1. Fitness equipment may be funded from the general fund should the following criteria be met:

    a. It is to replace equipment previously donated to the county and accepted by the Commissioners Court as a formal donation
    b. It is deemed to be of direct benefit to the taxpayer
    c. Job requirements prevent employee from leaving their shift to access fitness equipment elsewhere
    d. Job description requires employees the ability to be flexible; to lift large objects or to be physically fit and equipment would assist in this manner, possibly preventing injuries
    e. Current fitness equipment resides at the ESOC (as donated when the facility was completed) and the Sheriff's Office (purchased with discretionary funds)

2. Any on-going maintenance and operations funding required for assets acquired through forfeiture or purchased with asset forfeiture funds shall be paid for from asset forfeiture funds unless otherwise approved by Commissioners Court. This includes, but is not limited to, insurance, service agreements, routine maintenance, repairs, training, etc.

3. Computer equipment will be replaced in accordance with the IT Technology Hardware Life Cycle Policy ~~computer replacement policy~~. Each FTE is authorized one computer, either one laptop OR one desktop. More than one computer device per person is generally not permitted. Exceptions to either may be made on a case-by-case basis via the Technology Services Exception form located in Sharepoint. When and where practicable, computers should be replaced on a 25% per year basis.

4. County-owned cell phones contain hotspot capabilities and should be utilized instead of MiFi devices whenever possible. No individuals with a MiFi or a County cell phone will receive a cell phone stipend. Technology Services maintains MiFi loaner devices in the event one is needed temporarily by a department. County-owned cell phones will only

be issued/funded when a demonstrated need is provided. In lieu of a county-owned cell phone, Microsoft Teams is the only message platform allowed for County data.

5. Cable connections will only be funded/budgeted by request for Emergency Departments

6. Sofas/Couches may only be purchased and replaced for common areas, not for personal office space.

X. Grant Funding

All grant applications must be approved by the Commissioners Court prior to the submittal of an application to a funding agency. The completed Grants Management Request Form located on the Budget Sharepoint site and any required resolutions or forms must be attached to the agenda item for consideration or approval of the program and/or funding request to the Commissioners Court. The request for approval to apply for grant funding must identify the purpose or need of the funding, current metrics, and data points to be collected by the department to show performance measures and/or improved services provided. All sections and questions on the Grants Management Request Form must be completed.

Programs or projects that are currently funded by a granting source must receive approval of the Commissioners Court to re-apply for the grant funding opportunity. Requests to re-apply must identify known decreasing funding policies by the granting agency and a sustainability plan for the grant funded program or personnel moving forward. This includes requests for full or partial funding. Should dollars be needed to fund a position and/or assets (or maintenance of) from the general fund or road and bridge fund due to grant expiration, non-renewal or a change in the percentage of funding received or percentage of allocation, the process would be as follows:

- Notification of grant expiration will be sent out via the Auditor's Office 90 days prior to the expiration date
- The department is responsible for placing an item on the agenda to request funding no later than July 1st of each year for the following year's budget. Agenda item placement MUST include the completed "Grant Questionnaire" form located in SharePoint
- Should funding be approved by the Commissioners Court, funds will be added as applicable to the budget prior to adoption for the next fiscal year

This process applies to but is not limited to the following examples:

- Grant has covered 100% of costs in the past and will now cover 80%. The remaining 20% must be requested from the Court
- The grant has expired, renewal is no longer an option, and the department would like to fund the position and/or program beyond the expiration date
- The grant covers the person but not the assets (or vice versa) to go with the position; a request for funding of the assets must be made
- The grant does not cover merit/COLA increases that may be awarded by the Court for the following year
- Any situation in which funds, or an increase in funds, are being requested from the

general fund or road and bridge fund

APPENDIX A

SHERIFF'S OFFICE

Line Item	Description	Equipment Required	Sheriff	CID	Honor Guard	Jail
3002	Vehicle Equip	Cradlepoint Wi-Fi modem	X			
3002	Vehicle Equip	*Cradlepoint data plan*	X			
3002	Vehicle Equip	*Stop Sticks*	X	*X*		
3002	Vehicle Equip	*Tire Chain Set*	X	*X*		
3002	Vehicle Equip	*Traffic Cones*	X	*X*		
3002	Vehicle Equip	*Fire Extinguisher*	X	*X*		
3002	Vehicle Equip	*First Aid Kit*	X	*X*		
3003	Radio Equip < 5000	3" belt Clip		X		
3003	Radio Equip < 5000	APX 4000 Radio	X	X		X
3003	Radio Equip < 5000	APX600 Mics	X	X		
3003	Radio Equip < 5000	Battery Adapters		X		
3003	Radio Equip < 5000	Charger for radio Battery, replacement batteries	X	X		X
3003	Radio Equip < 5000	Charger, Multi-unit for radio batteries		X		
3003	Radio Equip < 5000	Charger, Single Unit	X	X		
3003	Radio Equip < 5000	Charger, Travel		X		
3003	Radio Equip < 5000	Ear mic	X	X		X
3003	Radio Equip < 5000	Earphone connection		X		
3003	Radio Equip < 5000	Patrol Ear Molds	X	X		
3003	Radio Equip < 5000	Replacement Holster		X		
3004	Ammunition	Ammunition	X	X		
3005	Office Furniture <$5,000	L Desk w/Hutch		X		
3005	Office Furniture <$5,000	Standing Desk		X		
3005	Office Furniture <$5,000	Anti-Fatigue Mat		X		
3005	Office Furniture <$5,000	Desk Chair		X		
3005	Office Furniture <$5,000	Bookshelves		X		
3005	Office Furniture <$5,000	Guest Chairs		X		
3005	Office Furniture <$5,000	Filing Cabinet		X		
3006	Office Equip <$5,000	Desk Phone		X		
3008	LE Equip	A/R 15, Clips, Sling & Carry Case	X	X		
3008	LE Equip	ASP Batton	X	X		
3008	LE Equip	ASP Sidebreak Scabbard for 26'ASP	X			
3008	LE Equip	ASP Triad LED Tac Light w/holster	X	X		

Line Item	Description	Equipment Required	Sheriff	CID	Honor Guard	Jail
3008	LE Equip	Badge (Also CO graduates) & Badge Holder	X	X		X
3008	LE Equip	Binoculars		X		
3008	LE Equip	Body Armor/Ballistic Plates & Carrier	X	X		X
3008	LE Equip	Body Worn Camera	X	X		
3008	LE Equip	Cell Phone & Case	X			
3008	LE Equip	Digital Camera/battery/case		X		
3008	LE Equip	Digital Recorder and accessories		X		
3008	LE Equip	Double Mag Pouch	X	X		
3008	LE Equip	Duty Belt	X	X		X
3008	LE Equip	Flashlight w/ Batteries & bulbs	X	X		X
3008	LE Equip	Gloves & Pouch				X
3008	LE Equip	Handcuff Case	X	X		X
3008	LE Equip	Handcuffs	X			X
3008	LE Equip	Hobbles	X			
3008	LE Equip	Kevlar Helmet	X	X		
3008	LE Equip	Key Holder				X
3008	LE Equip	LED Tac Light w/Holster	X			
3008	LE Equip	Leg Irons	X			
3008	LE Equip	Less Lethal Shotgun	X			
3008	LE Equip	Measuring Wheel/Tape Measure		X		
3008	LE Equip	Micro Chip Scanner - ACO's Only	X			
3008	LE Equip	Pepper Ball Gun	X			
3008	LE Equip	Pepper Spray & Holder	X			
3008	LE Equip	Radio Holder (Provided by radio shop)	X	X		
3008	LE Equip	Rescue Hooks				X
3008	LE Equip	Rifle (Mags, Light & Mound, Sling, Aimpoint Red Dot Optic)	X	X		
3008	LE Equip	Safariland single keeper, radio holder, holster	X	X		
3008	LE Equip	Seat Organizer	X			
3008	LE Equip	Taser (Battery, Cartridge, Holster)	X			X
3008	LE Equip	Tourniquet holster	X			
3008	LE Equip	Vehicle Radio	X			
3010	Comp Equip <$5,000	Toughbook FZ-40 or VZ40	X	X		
3010	Comp Equip <$5,000	Monitors		X		
3010	Comp Equip <$5,000	Contactless SmartCard Reader	X	X		
3010	Comp Equip <$5,000	4th Year Extended Warranty		X		
3010	Comp Equip <$5,000	Desktop Dock		X		
3010	Comp Equip <$5,000	AC Adapter		X		
3010	Comp Equip <$5,000	Vehicle Dock	X	X		
3010	Comp Equip <$5,000	Soundbar		X		
3010	Comp Equip <$5,000	CD/DVD External Drive		X		

Line Item	Description	Equipment Required	Sheriff	CID	Honor Guard	Jail
3100	Office Supplies	Office Supplies	X	X		
3301	Gasoline	Gasoline	X			
3311	Uniforms	Badge	X			X
3311	Uniforms	Ball Cap / Patch	X	X		X
3311	Uniforms	Base Shirts	X	X		
3311	Uniforms	Belt				
3311	Uniforms	Blue Shoulder Braid			X	
3311	Uniforms	CID/CRIT Raid Shirts		X		
3311	Uniforms	Class A L/S Shirt	X	X	X	X
3311	Uniforms	Class A Pants w/stripe	X	X	X	X
3311	Uniforms	Flag Harness			X	
3311	Uniforms	Hat - Stetson	X		X	
3311	Uniforms	HG Corner Stone Snag-Proof Tactical Polo	X		X	
3311	Uniforms	Jacket, Honor Guard			X	
3311	Uniforms	Jacket	X			X
3311	Uniforms	Polo Shirt		X		
3311	Uniforms	PT Uniform (T-shirt)	X	X		
3311	Uniforms	Raincoat (Long)	X	X		X
3311	Uniforms	Rain Winter Jacket (Outer - Hi Vis)	X			
3311	Uniforms	Reflective Traffic Vest	X	X		X
3311	Uniforms	Shoes/boots (ACO & Motorcycle)	X		X	
3311	Uniforms	Short Sleeve Super Shirts w/name & patches	X	X		X
3311	Uniforms	Tactical Pants	X	X		X
3311	Uniforms	Ties	X	X	X	X
3311	Uniforms	White Gloves			X	
3311	Uniforms	Jeans (For Livestock Deputies Only)				
3311	Uniforms	Winter Coat (under - Hi Vis)	X	X		X
3900	Membership Dues	Membership Dues		X		
3901	Publications/Books	TX Criminal & Traffic Law Manuals, Criminal & Penal Laws		X		
4209	Cellular/Pager	Cell Phone, Case & Service	X	X		
4210	Internet	Verizon Air Card Service	X	X		
4232	Training	Annual Training	X	X		
4350	Printed Forms	Business Cards	X	X		

Line Item	Description	Equipment Required	Sheriff	CID	Honor Guard	Jail
4350	Printed Forms	Misc. Forms & Reports	X	X		
4414	Vehicle Insurance	Vehicle Insurance	X	X		
4541	Vehicle Repairs	Vehicle Repairs	X	X		
4623	Equipment Lease	Radar Unit per Month	X	X		
4705	Pre-Emp Screening	Drug Test	X	X		
4705	Pre-Emp Screening	Physical	X	X		
4705	Pre-Emp Screening	Psych Exam	X	X		
5003	Equip >$5,000	Arbitrator Video	X	X		
5700	Vehicles	Unmarked Unit		X		
5700	Vehicles	Tahoe	X			
5700	Vehicles	Perez Wrapping	X			
5700	Vehicles	Mount for Toughbook, mounting stand & Install for MCT	X			
5730	Radio Equip >$5,000	APX6000 Handheld Radio	X	X		
5730	Radio Equip >$5,000	APX8500 Vehicle Radio	X	X		

CONSTABLE DEPUTY ASSET LIST

Line Item	Description	Equipment Required	Deputy
3002	Vehicle Equip	Cradlepoint Wi-Fi modem	X
3002	Vehicle Equip	Cradlepoint data plan	X
3002	Vehicle Equip	Stop Sticks	X
3002	Vehicle Equip	Tire Chain Set	X
3002	Vehicle Equip	Traffic Cones	X
3002	Vehicle Equip	Fire Extinguisher	X
3002	Vehicle Equip	First Aid Kit	X
3003	Radio Equip < 5000	Hawk PTT Lapel Radio Mic	X
3003	Radio Equip < 5000	Earpiece Mold Replacement	X
3004	Ammunition	Ammunition (Duty and Qualifying)	X
3008	LE Equip	Ballistic Vest and Carrier	X
3008	LE Equip	Patrol Rifle	X
3008	LE Equip	Rifle Aimpoint red Dot Optic	X
3008	LE Equip	Rifle Magazines	X
3008	LE Equip	Rifle Light and Mount	X
3008	LE Equip	Rifle Sling	X
3008	LE Equip	Less Lethal Shotgun	X
3008	LE Equip	Kevlar Helmet	X
3008	LE Equip	Streamlight Flashlight	X
3008	LE Equip	Flashlight Batteries/Bulb	X
3008	LE Equip	Radio Holder	X
3008	LE Equip	Pepper Spray and Holder	X
3008	LE Equip	Seat Organizer	X
3008	LE Equip	Leg Irons	X
3008	LE Equip	Hobbles	X
3008	LE Equip	Taser (Battery, Cartridge, Holster)	X
3008	LE Equip	Heavy Plates with Carrier	X
3008	LE Equip	Tourniquet and Holster	X
3008	LE Equip	Body Worn Camera	X
3010	Comp Equip <$5,000	CF-33 Panasonic Toughbook	X
3100	Office Supplies	Office Supplies	X
3301	Gasoline	Gasoline	X
3311	Uniforms	Class A Uniform	X
3311	Uniforms	Class C Uniform	X
3311	Uniforms	Winter Jacket	X
3311	Uniforms	Rain Jacket	X
3311	Uniforms	Reflective Traffic Vest	X

Line Item	Description	Equipment Required	Deputy
3311	Uniforms	GT Distributor Misc. Sewing	X
3311	Uniforms	Award Pins	X
3311	Uniforms	Ball Cap / Skull Cap	X
3311	Uniforms	Double Mag Pouch	X
3311	Uniforms	Handcuff Case	X
3311	Uniforms	Safariland Radio Holder	X
3311	Uniforms	Safariland Duty Holster	X
3311	Uniforms	Duty Belt and Keepers	X
3311	Uniforms	Badge Holder	X
3311	Uniforms	Metal Badge	X
3900	Membership Dues	Membership Dues	X
3901	Publications/Books	TX Criminal & Traffic Law Manuals, Criminal & Penal Laws	X
3901	Publications/Books	Civil Process Manual	X
4209	Cellular/Pager	Cell Phone, Case & Service	X
4210	Internet	Cradlepoint Data Plan	X
4232	Training	Annual Training	X
4350	Printed Forms	Business Cards	X
4350	Printed Forms	Misc. Forms & Reports	X
4410	Bond Premiums	Bond	X
4414	Vehicle Insurance	Annual Premium	X
4541	Vehicle Repairs	Vehicle Repairs	X
4705	Pre-Emp Screening	Pre-Employment Screen	X
4718	Pre-Emp Physical	Pre-Employment Physical	X
4850	RCS Radio Fees	Fees for Handheld and Vehicle Radio	X
5700	Vehicles	Chevy Tahoe	X
5700	Vehicles	Arbitrator Video System	X
5730	Radio Equip >$5,000	Motorola Handheld Radio	X
5730	Radio Equip >$5,000	Motorola Vehicle Radio	X

DEPARTMENTAL UNIFORM LISTING

	DISTRICT ATTORNEY INVESTIGATOR	COUNTY ATTORNEY INVESTIGATOR	FACILITIES	PARKS	EMS	EMERGENCY MGMT.	FIRE MARSHAL / HAZMAT
PANTS							
Pants				X	X	X	X
Coveralls							
SHIRTS							
Shirts	X		X	X	X	X	X
T- Shirts				X	X		X
JACKETS							
Sweater					X		
Jacket (Standard)	X	X	X	X	X	X	
Raincoat					X	X	X
Winter Coat					X	X	X
FOOTWEAR							
Duty Footwear					X		X
Rubber Boots							X
HONOR GUARD / DRESS WEAR							
Footwear					X		
Shirt					X		
Pants					X		
Hats					X		
Misc. Pins, Metal Insignia, Cords, Gear Bags					X		X
MISCELLANEOUS							
Ties					X		X
Badge	X	X			X		
Caps			X	X		X	X
Belt				X	X		X
Hats					CMDR		
Gloves				X			X

DEPARTMENTAL UNIFORM LISTING continued…

	EMERGENCY SVCS.	JUVENILE	WIRELESS	OSSF	ANIMAL SVCS.	DEATH INQUEST	URS
PANTS							
Pants	X		X				X
Coveralls							X
SHIRTS							
Shirts	X	Direct Care Staff	X	X		X	X
T- Shirts		Volunteers			X		
JACKETS							
Sweater							
Jacket (Standard)	X	X	X			X	
Raincoat	X	Direct Care Staff					
Winter Coat							
FOOTWEAR							
Duty Footwear							X
Rubber Boots				X			
HONOR GUARD / DRESS WEAR							
Footwear							
Shirt	X						
Pants	X						
Hats	X						
Misc. Pins, Metal Insignia, Cords, Gear Bags							
MISCELLANEOUS							
Ties	X						
Badge		X					
Caps							
Belt							
Hats							
Gloves							

Commissioners Court - Regular Session **49.**

Meeting Date: 09/16/2025

FY'26 Public Service Agreements

Submitted For: Ashlie Holladay **Submitted By:** Saira Hernandez, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving public service funding agreements as per the FY'26 adopted budget approved by the Commissioners' Court on September 3, 2025.

Background

FY'26 funding agreements reflect the amounts within the adopted budget as approved by the Commissioners Court. Attached is a contract summary for your reference.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract Summary
BBT-TCOOMMI
BBT-MHMR
CAC
CARTS
CASA
Hope Alliance
WBCO-Rent
WBCO-Senior Nutrition
Williamson Museum

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/08/2025 03:37 PM
County Judge Exec Asst.	Delia Colon	09/09/2025 12:35 PM
Form Started By: Saira Hernandez		Started On: 09/08/2025 01:03 PM
Final Approval Date: 09/09/2025		

Public Service Funding		
DEPT - OBJ		**FY26 Adopted**
0640-004611	**Williamson-Burnet County Opportunities - Rent**	$ 55,000.00
0640-004612	**Capital Area Rural Transportation System (CARTS)**	$ 10,000.00
0640-004614	**Williamson-Burnet County Opportunities - Senior Nutrition**	$ 55,000.00
0640-004703	**Bluebonnet Trails Community Center_ MHMR**	$ 970,000.00
0640-004708	**Child Advocacy Center**	$ 55,000.00
0640-004720	**Williamson Museum**	$ 257,125.00
0640-004960	**Adult and Juvenile Offender Program Supporting Services under the *Texas Correctional Office on Offender with Medical or Mental Impairments***	$ 25,000.00
0640-004967	**Williamson County Crisis Center (Hope Alliance)**	$ 93,500.00
0409-003900	**Court Appointed Special Advocates (CASA) of Williamson County**	$ 30,000.00

PUBLIC SERVICES FUNDING AGREEMENT

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

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and Bluebonnet Trails Community MHMR Center ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement**,** the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2025, and shall terminate one year later on September 30, 2026. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender, and the Agent hereby agrees to accept the Funds in the amount of $25,000.00 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency 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 the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND**

AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.

J. 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.

K. 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.

L. 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, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. 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.

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

P. 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.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

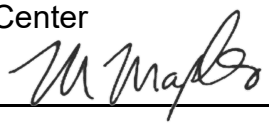
R. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of _____, 20___.

Agency:

Name of Agency:

Bluebonnet Trails Community
MHMR Center

By: 

Printed Name: Mike Maples

Title: Chief Executive Officer

Address:

1009 N. Georgetown St.

Round Rock, Texas 78664

Attn: Contracts Department

Telephone: (737) 600-2039

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

Address:
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Williamson County Judge

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency provides services to special needs offenders, which include service coordination/case management for adults and continuity of care, jail diversion, and wrap around services for juveniles. The Funds shall be used to provide public mental health services to adult and juvenile special needs offenders with serious and persistent mental illness and/or serious emotional disturbances who are participating in the Texas Correctional Office on Offenders with Medical Mental Impairments.

PUBLIC SERVICES FUNDING AGREEMENT

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

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and Bluebonnet Trails Community MHMR Center ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement**,** the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2025 and shall terminate one year later on September 30, 2026. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $970,000 for performance of the public purpose described in the attached Exhibit “A”.

ARTICLE VI
COUNTY’S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency 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 the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND**

AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.

J. 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.

K. 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.

L. 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, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. 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.

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

P. 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.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

R. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of _____, 20___.

Agency:

Name of Agency:

Bluebonnet Trails Community
MHMR Center

By: _____

Printed Name: Mike Maples

Title: Chief Executive Officer

Address:
1009 N. Georgetown St.
Round Rock, Texas 78664

Attn: Contracts Department

Telephone: (737) 600-2039

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

Address:
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Williamson County Judge

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency provides public crisis care for Williamson County residents experiencing an acute psychiatric crisis. This funding supports admission to a crisis psychiatric bed with the goal of stepping down into a continuum of psychiatric care available in the community addressing long-term needs—or serving an individual in the most appropriate and available level of psychiatric care while awaiting access to another level of psychiatric care. This funding support is for Williamson County residents without an ability to pay for the psychiatric crisis bed.

PUBLIC SERVICES FUNDING AGREEMENT

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

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and Williamson County Children's Advocacy Center, Inc. ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I

TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $55,000.00 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency 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 the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

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EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.

J. 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.

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L. 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, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

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N. 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.

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P. 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.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused

unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

R. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of _____, 20___.

Agency:

Name of Agency:

Williamson County Children's Advocacy Center, Inc.

By: Kerrie Stannell

Printed Name: Kerrie Stannell

Title: CEO

Address:
1811 SE Inner Loop
Georgetown, TX 78626

Attn: Kerrie Stannell

Telephone: 512-943-3701

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

Address:
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Williamson County Judge

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency provides needed assistance to abused children and non-offending family members, and the professionals dedicated to the intervention, investigation, prosecution, and treatment options related to child abuse cases in an attempt to minimize trauma and reduce re-victimization to child victims of abuse. The Funds shall be used to defray the general operating costs associated with the provision of the above-described services and services (includes the general operating costs of the forensic department, counseling department, medical department, community awareness/training, and volunteer program).

PUBLIC SERVICES FUNDING AGREEMENT

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

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and Capital Area Rural Transportation System (CARTS) ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social assistance programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2025 and shall terminate one year later on September 30, 2026. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $10,000.00 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

A. County's Right to Audit. The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency 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 the Agency reasonable advance notice of intended audits.

B. Agency Reports and Independent Audit Report. Provide the County with bi-annual reports which include progress meeting service objectives, the total number of persons and agencies directly served, and the number of County citizens served. Provide to the County a copy of the organization's annual independent auditor's report based upon the organization's fiscal year.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public assistance source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this

Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.**

J. 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.

K. 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.

L. 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, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. 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.

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

P. 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.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived, and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

R. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of_____, 20___.

Agency:

Name of Agency:

Capital Area Rural Transportation System

By: _____

Printed Name: David Marsh

Title: General Manager

Address:
PO Box 2107
Bastrop TX 78602

Attn: David Marsh

Telephone: 512 505-5678

County:

Williamson County, Texas

By: _____

Printed Name:

Title: _____

Address:
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Williamson County Judge
Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

A. General public transportation services for the citizens of Williamson County with emphasis on the elderly and handicapped. Destinations will include but will not be limited to, medical facilities, grocery stores and other merchants, post office, doctors, etc.
B. Coordinate as appropriate with the County and other community service providers in the provision of services to County residents.

PUBLIC SERVICES FUNDING AGREEMENT

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

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and CASA[1] of Williamson County ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Agency volunteers are appointed by both District Courts and the County Courts at Law of Williamson County to provide trained, court-appointed volunteers to advocate in the best interest of abused and neglected children on their journey to a safe, permanent home in cases pending before the courts;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

[1] Aka, "Court Appointed Special Advocates"

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

E. Reports. Agency shall provide to the Williamson County Commissioners Court bi-annual reports in a form agreed upon by County and Agency to inform the County

regarding Agency operations and the number of cases being handled for the benefit of Williamson County. Such reporting shall occur on or as close as possible to October 15th and May 15th of the fiscal year in order to assist the Commissioners Court with budgetary planning for possible future funding, although funding shall be revisited on a year-to-year basis to ensure service standards and fiscal responsibility.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2025 and shall terminate one year later on September 30, 2026. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $30,000.00 for performance of the public purpose described in the attached Exhibit “A”.

ARTICLE VI
COUNTY’S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and

transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency 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 the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.**

J. 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.

K. 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.

L. 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, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. 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.

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

P. 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.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

R. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of_____, 20___.

Agency:

Name of Agency:

CASA of Williamson County

By:_____

Printed Name: Marissa A. Austin

Title: Chief Executive Officer

Address:
P.O. Box 1904
Georgetown, TX 78627

Attn: Trish Garrett

Telephone: 512-868-2822

COUNTY:

Williamson County, Texas

By: _____

Printed Name:_____

Title:_____

Address:
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Williamson County Judge

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

Court Appointed Special Advocates (CASA) of Williamson County, TX, is to provide trained, court-appointed volunteers to advocate in the best interest of abused and neglected children on their journey to a safe, permanent home. The Agency also provides needed assistance to children and family members, and the professionals dedicated to minimize trauma and reduce re-victimization to child victims of abuse and neglect. The Funds shall be used to defray the general operating costs associated with the provision of the above-described services and services (includes the general operating costs, community awareness/training, and volunteer program).

PUBLIC SERVICES FUNDING AGREEMENT

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

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and Hope Alliance ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement**,** the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2025 and shall terminate one year later on September 30, 2026. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $93,500.00 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency 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 the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND**

AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.

J. 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.

K. 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.

L. 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, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. 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.

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

P. 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.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

R. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of August 28, , 2025.

Agency:

Name of Agency:

Hope Alliance

By: Richard M. Brown, CEO

Printed Name: Richard M. Brown

Title: Chief Executive Officer

Address:
1011 Gattis School Rd. Suite 110
Round Rock, TX 78664

Attn: Lesa Cantrell

Telephone: 512-255-1212

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

Address:
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Williamson County Judge

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency manages the Williamson County Crisis Center, which is the only shelter in Williamson County for women and children victims of family violence. The Agency provides on-call accompaniment to the hospitals for rape victims who are taking forensic exams. The Funds shall be deposited into the Agency's general operating fund for salaries for advocates and counselors. Any remaining balance may be applied towards mileage and shelter expenses.

FIRST AMENDED
PUBLIC SERVICES FUNDING AGREEMENT

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

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and the Williamson-Burnet County Opportunities, Inc. ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement**,** the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2025 and shall terminate one year later, on September 30, 2026. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $55,000 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency 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 the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public service source of income.

All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.**

J. 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.

K. 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.

L. 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, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. 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.

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

P. 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.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived, and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

R. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of_____, 20___.

Agency:

Name of Agency:

Williamson-Burnet County Opportunities, Inc.

By:_____

Printed Name: Marco Cruz

Title: Executive Director

Address:
604 High Tech Drive
Georgetown, TX 78626 Attn: _____

Attn Dori Yeater

Telephone: 512 -763-1400

COUNTY:

Williamson County, Texas

By: _____

Printed Name:_____

Title:_____

Address:
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Williamson County Judge

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency provides emergency assistance; a headstart program; case managed aid to transition individuals out of poverty; a new adult education program for job skills; and a rapid re-housing program. The Funds shall be used to defray the operating costs of the Agency's locations within Williamson County, Texas.

PUBLIC SERVICES FUNDING AGREEMENT

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

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and the Williamson-Burnet County Opportunities, Inc. ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit “A” (“Services”).

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the “Funding Standards”):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an “Unauthorized Expenditure”), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement**,** the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2025 and shall terminate one year later on September 30, 2026. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $55,000.00 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency 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 the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income.

All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

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J. 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.

K. 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.

L. 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, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. 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.

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

P. 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.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

R. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of_____, 20___.

Agency:

Name of Agency:

Williamson-Burnet County Opportunities, Inc.

By:_____

Printed Name: Marco Cruz

Title: Executive Director

Address: 604 High Tech Drive

Georgetown TX 78626

Attn: Dori Yeater

Telephone: 512 763-1400

COUNTY:

Williamson County, Texas

By: _____

Printed Name:_____

Title:_____

Address:
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Williamson County Judge

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency shall works to identify community organizations and target neighborhoods to provide social service and economic opportunity programs for the benefit of the citizens of Williamson County. The Funds shall be used in support of the Agency's Senior Nutrition Program.

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

CONTRACT
IN THE PUBLIC INTEREST
BETWEEN
WILLIAMSON COUNTY, TEXAS
AND
THE WILLIAMSON MUSEUM
(FY2026)

THIS CONTRACT is entered into by and between WILLIAMSON COUNTY, a political subdivision of the State of Texas, hereinafter referred to as ("WILLIAMSON COUNTY"), and THE WILLIAMSON MUSEUM, hereinafter referred to as ("MUSEUM").

W I T N E S S E T H

WHEREAS, WILLIAMSON COUNTY has an interest in supporting historic preservation efforts and promoting community-based expressions of arts and cultural, including but not limited to promoting efforts that serve a public benefit and further economic development;

WHEREAS, MUSEUM has an interest in supporting the provision of community and county-wide historical preservation efforts;

WHEREAS, WILLIAMSON COUNTY believes that it is in the public interest to enter into this CONTRACT with MUSEUM;

NOW, THEREFORE, THE PARTIES agree as follows:

1. **Public Purpose and Public Benefit**. MUSEUM will operate as an independent contractor in Williamson County, Texas. MUSEUM shall use the funding paid hereunder to perform the services and achieve the broad goals outlined in this CONTRACT.

2. **Payment/Inspections & Audits**. MUSEUM shall cooperate with inspections and audits that WILLIAMSON COUNTY or the auditor on behalf of WILLIAMSON COUNTY may make to ensure service standards and fiscal responsibility.

In return, WILLIAMSON COUNTY agrees to pay from funding provided by WILLIAMSON COUNTY to MUSEUM the full yearly amount of **$257,125.00 payable after October 1, 2025 and *prior* to the end of FY2026 or September 30, 2026 in the form of equal monthly installments and generally paid each month on WILLIAMSON COUNTY's first check run for accounts payable.**

3. Reimbursement of Funds. Despite the agreed upon method of payment set forth above, MUSEUM agrees to return to WILLIAMSON COUNTY all funds distributed to MUSEUM if (a.) MUSEUM's use of the funds for intended purposes is insufficient; (b.) this CONTRACT is terminated for any reason; (c.) MUSEUM fails in any other respect under this CONTRACT; (d.) MUSEUM changes its operations in such a way that, in WILLIAMSON COUNTY's opinion, the museum no longer serves a public purpose; or (e) MUSEUM conveys, leases or otherwise transfers its interest in the its operations to another entity without the prior written consent of WILLIAMSON COUNTY, which such consent shall not be unreasonably withheld provided the successor entity continues to use the museum a public purpose consistent with the spirit of this CONTRACT. The reimbursement of funds may be prorated based on those portions that were reasonably used for intended purposes.

4. Records. MUSEUM shall keep sufficient records of all of its expenditures in connection with services rendered pursuant to this CONTRACT. MUSEUM agrees that WILLIAMSON COUNTY'S auditors shall have the right to audit such MUSEUM records on an annual basis along with their regular review of records in a manner and form to be agreed upon by WILLIAMSON COUNTY and MUSEUM. MUSEUM further 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 MUSEUM which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. MUSEUM expressly agrees that WILLIAMSON COUNTY shall have access during normal working hours to all necessary MUSEUM facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Additionally, WILLIAMSON COUNTY shall give MUSEUM reasonable advance notice of intended audits.

5. Indemnity. MUSEUM shall in no manner incur any expenses or liability on behalf of WILLIAMSON COUNTY.

MUSEUM FURTHER AGREES TO HOLD WILLIAMSON COUNTY HARMLESS FOR ANY AND ALL CLAIMS BY THIRD PARTIES FOR ANY INJURIES, DAMAGES, OR LIABILITY OF ANY KIND ARISING UNDER OR OCCASIONED BY MUSEUM.

6. Compliance with All Laws. MUSEUM and WILLIAMSON COUNTY each agree, in connection with the services or any related items to the subject matter of this CONTRACT, to comply with any and all local, state or federal requirements.

7. Notice. Any notice required to be given under the terms of this CONTRACT 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, TEXAS 78626

MUSEUM:
THE WILLIAMSON MUSEUM
716 S. AUSTIN AVENUE
GEORGETOWN, TEXAS 78626

GENERAL COUNSEL:
GENERAL COUNSEL
OFFICE OF WILLIAMSON COUNTY JUDGE
710 MAIN STREET, SUITE 200
GEORGETOWN, TEXAS 78626

8. No Assignment. This CONTRACT may not be assigned.

9. Termination. Notwithstanding the agreed upon term, this CONTRACT may be terminated upon the occurrence of any of the following:

a. the termination of the corporate or business existence of MUSEUM;
b. the insolvency of MUSEUM, the filing of a petition in bankruptcy either by or against MUSEUM, or an assignment by MUSEUM for the benefit of creditors;
c. the breach by MUSEUM of any of the terms of this CONTRACT and the continuation of such breach for a period of ten (10) days after written notice is given by WILLIAMSON COUNTY to MUSEUM of such breach.
d. upon WILLIAMSON COUNTY's sole discretion with or without cause by providing thirty (30) days written notice.

10. Term. The stated term of this CONTRACT shall be until **September 30, 2026**, but with on-going contractual obligations by MUSEUM extending beyond the termination date (and the payment of funds by WILLIAMSON COUNTY).

11. Venue & 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.

12. 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

13. Mediation. The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this CONTRACT.

14. Proof of Non-Profit Status. MUSEUM has provided proof of status as a 501(c) non-profit corporate entity, which is attached and marked as "Exhibit A" and is incorporated herein as if copied in full. **Exhibit "A".**

EXECUTED to be effective as of the date of the last party's execution below.

FOR WILLIAMSON COUNTY:

_____
Presiding Officer
Williamson County Commissioners Court
Williamson County, Texas

Date: _____ _____, 20____

FOR MUSEUM:

Danelle Houck
Authorized Agent
The Williamson Museum

Date: September 5, 2025

STATE OF TEXAS *
COUNTY OF WILLIAMSON *

This instrument was acknowledged before me on the 5 day of September, 2025, by Danelle Houck, of the Williamson Museum, on behalf of the organization.

ZACHARY C. WHITE
My Notary ID # 135504373
Expires February 27, 2029

Notary Public, State of Texas

Commissioners Court - Regular Session **50.**

Meeting Date: 09/16/2025

Dissolution Order Avery Ranch Road District No. 1

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Conduct a public hearing related to an Order dissolving the Avery Ranch Road District No. 1 pursuant to Section 257.022 of the Texas Transportation Code.

Background

Avery Ranch Road District No. 1 is being dissolved. The district was created in February 2001 for the purpose of constructing and acquiring the Avery Ranch Boulevard and related improvements. The bonds were all paid off in August 2025.

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	09/09/2025 12:28 PM
Form Started By: Julie Kiley		Started On: 09/08/2025 08:02 AM
Final Approval Date: 09/09/2025		

Commissioners Court - Regular Session **51.**

Meeting Date: 09/16/2025

Order Dissolving the Avery Ranch Road District No. 1

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Order to Dissolve the Avery Ranch Road District No. 1.

Background

The Avery Ranch Road District No. 1 has paid off all outstanding bonds and is being recommended to be Dissolved. Attached is the Order Dissolving The Avery Ranch Road District No. 1.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Dissolution Order Avery Ranch Road District No. 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/09/2025 12:32 PM
Form Started By: Julie Kiley		Started On: 09/08/2025 09:00 AM
Final Approval Date: 09/09/2025		

ORDER DISSOLVING THE AVERY RANCH ROAD DISTRICT NO. 1

Whereas, on the 27th day of February, 2001, the Williamson County Commissioners Court (the "Commissioners Court") established the Avery Ranch Road District #1 (the "District"); and

Whereas, thereafter the District issued $17,000,000 aggregate principal amount in voter-approved bonds for purposes of constructing or acquiring the Avery Ranch Boulevard and related improvements (the "Road Bonds") and $17,455,000 aggregate principal amount in voter-approved bonds for purposes of refunding the Road Bonds (the "Road Refunding Bonds" and collectively with the Road Bonds, the "Bonds"); and

Whereas, all of the Bonds have been paid in full; and

Whereas, the District has no outstanding public securities, as such term is defined in Section 1201.002, Texas Government Code, as amended; and

Whereas, the Commissioners Court now desires to abolish the District pursuant to Section 257.022 of the Texas Transportation Code, as amended; and

Whereas, on _____, 2025, the Commissioners Court held a public hearing in the manner required by law on the abolition of the District.

NOW THEREFORE, it is hereby ordered by the Williamson County Commissioners Court that the Avery Ranch Road District #1 is abolished and otherwise dissolved.

_____

Judge Steven Snell

County Judge

Attest:

_____

Nancy Rister, County Clerk

Commissioners Court - Regular Session **52.**

Meeting Date: 09/16/2025

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 2015 Certificates of Obligation and any availalbe balances in the 2019-2025 Capital Improvement Programs.

Background

The worksheet is attached which includes the list of projects approved on September 9th, remaining projects to consider and balances available to allocate.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2026 CIP LIST

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/09/2025 04:03 PM
Form Started By: Julie Kiley		Started On: 09/09/2025 03:55 PM
Final Approval Date: 09/09/2025		

CAPITAL IMPROVEMENT PLAN 2026

Item #	Reference #	PROJECT	Dept. Priority	Total Cost	Previously Allocated	2026	Approved 2026
EXISTING PROJECTS				**$ 196,725,858**	**$ 114,794,513**	**$ 31,896,711**	**$ 18,809,211**
TECHNOLOGY				**$ 43,600,000**	**$ 19,500,000**	**$ 7,600,000**	**$ 7,600,000**
P709		County Buildings Fiber Optic Improvements *(See project tab for further breakout)*		$ 14,000,000	$ 9,500,000	$ -	$ -
P710	0220	ERP Purchase/Upgrade		$ 7,000,000	$ 2,000,000	$ 5,000,000	$ 5,000,000
P604		Public Safety Software Suite *(See project tab for further breakout)*		$ 8,600,000	$ 6,000,000	$ 2,600,000	$ 2,600,000
P633	0587-24-1001	Radio Tower Additions		$ 14,000,000	$ 2,000,000	$ -	$ -
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**	**$ 5,550,000**
P632	See project tab for further breakout	Entire Building		$ 5,950,000	$ 5,000,000	$ 950,000	$ 950,000
		911 Training Center		$ 9,600,000	$ 1,000,000	$ 4,600,000	$ 4,600,000
JUSTICE COMPLEX				**$ 23,993,845**	**$ 400,000**	**$ 13,959,211**	**$ 3,959,211**
5004	0100-25-0409	Kitchell Program Manager *(see project tab for further breakout)*		$ 9,328,885	$ 400,000	$ 1,523,281	$ 1,523,281
		HOK		$ 3,538,960	$ -	$ 1,710,930	$ 1,710,930
		Halff		$ 1,126,000	$ -	$ 725,000	$ 725,000
		Land Purchase - Estimated amount		$ 10,000,000	$ -	$ 10,000,000	$ -
JUVENILE JUSTICE CENTER				**$ 105,000,000**	**$ 82,100,000**	**$ 1,500,000**	**$ 1,500,000**
P578		JJC Expansion Phase I-II Contingencies		$ 83,600,000	$ 82,100,000	$ 1,500,000	$ 1,500,000
P578	1045-26-P578	Master Plan Phase III (See project tab for details)		$ 10,700,000		$ -	$ -
P578	1045-26-P578	Master Plan Phase IV (See project tab for details)		$ 7,100,000		$ -	$ -
P578	1045-26-P578	Master Plan Phase V (See project tab for details)		$ 3,600,000		$ -	$ -
P578	*1045-26-P578*	***If locked in now**: Master Plan Phase III-V (See project tab for details)*		*$ 17,332,000*		*$ -*	*$ -*
SHERIFF'S OFFICE TRAINING CENTER				**$ 500,000**	**$ 300,000**	**$ 200,000**	**$ 200,000**
P718		SOTC - Parking Expansion		$ 500,000	$ 300,000	$ 200,000	$ 200,000
NEW PROJECT REQUESTS				**$ 37,186,000**	**$ -**	**$ 28,886,000**	**$ 6,650,000**

CAPITAL IMPROVEMENT PLAN 2026

Item #	Reference #	PROJECT	Dept. Priority	Total Cost	Previously Allocated	2026	Approved 2026
		BUILDINGS		**$ 2,700,000**	**$ -**	**$ 2,700,000**	**$ 1,000,000**
5003	0509-26-5003	Lipstick Project		$ 1,500,000	$ -	$ 1,500,000	$ 1,000,000
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**	**$ -**	**$ -**	**$ -**
1002	0587-24-1002	Radio Technology Upgrade to TDMA	2	$ 4,500,000	$ -	$ -	$ -
		INFORMATION TECHNOLOGY SERVICES		**$ 2,500,000**	**$ -**	**$ 2,500,000**	**$ 2,500,000**
2000	0510-26-2000	New Enterprise Asset Management Solution	1	$ 2,500,000	$ -	$ 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**	**$ 750,000**
5001	0200-0210-26-5001	Personnel Muster Facility	1	$ 4,800,000	$ -	$ 1,000,000	$ 750,000
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	$ -
		SHERIFF'S OFFICE / CORRECTIONS		**$ 5,200,000**	**$ -**	**$ 5,200,000**	**$ 2,400,000**
4130	1008-26-4130	Jail -North Backup Power	1	$ 2,400,000	$ -	$ 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	$ -
		ADDED DURING DISCUSSION		**$ -**	**$ -**	**$ -**	**$ -**
							$ -
							$ -

CAPITAL IMPROVEMENT PLAN 2026

Item #	Reference #	PROJECT	Dept. Priority	Total Cost	Previously Allocated	2026	Approved 2026
							$ -

Notes: This is a continually growing document with estimated costs at time of request.

Reported as of September 8, 2025

TOTAL REQUESTED / APPROVED	**27**	**$ 233,911,858**	**$ 114,794,513**	**$ 60,782,711**	**$ 25,459,211**
FY26 CIP BUDGET					**$ 41,868,645**
REMAINING FUNDS TO ALLOCATE					**$ 16,409,434**

Commissioners Court - Regular Session **53.**

Meeting Date: 09/16/2025

Order Authorizing the Defeasance and Redemption for Certain County's Outstanding Bonds

Submitted By: Jalyn Morris, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consideration and action with respect to the Order Authorizing the Defeasance and Redemption of Certain of the County's Outstanding Debt.

Background

Attached is a copy of the Order and form of Escrow Agreement in association with the Defeasance and Redemption of Certain of the County's Outstanding Debt. The Order authorizes such defeasance and redemption and further authorizes the County Auditor to determine the specific series of debt and specific amounts of debt to redeem, not to exceed $20,000,000, during Fiscal Year 2025, in order to maximize the financial benefits to the County. Bart Fowler of McCall, Parkhurst & Horton will be available in Commissioners Court to answer any questions. This is budgeted by the Debt Service Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Defeasance Order

Escrow Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/09/2025 03:25 PM
Form Started By: Jalyn Morris		Started On: 09/09/2025 08:18 AM
Final Approval Date: 09/09/2025		

ORDER AUTHORIZING THE DEFEASANCE AND REDEMPTION OF CERTAIN OF THE COUNTY'S OUTSTANDING DEBT

WHEREAS, Williamson County, Texas (the "County") has duly issued and there is now outstanding several series of debt obligations secured by ad valorem taxes (collectively, the "Obligations").

WHEREAS, the Commissioners Court of the County deems it to be in the best interest of the County to use lawfully available funds to defease and redeem up to $20,000,000 principal amount of the Obligations on the first available redemption date after the giving of notice and compliance with the provisions of the orders authorizing the issuance of the Obligations (the "Defeased Obligations"). The particular series, maturities and amounts of the Obligations defeased and redeemed may be determined and adjusted as approved by the County Auditor to include interest costs to the redemption date and also based on available funds and final interest rates for escrow securities.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS THAT:

Section 1. The County hereby calls for redemption the Defeased Obligations. Attached to this Order as Exhibit "A" and made a part hereof for all purposes, is a draft of the form of notice of defeasance and redemption for the Defeased Obligations and the County Auditor is authorized to complete the notice, including any revisions necessary to defease a particular series of Defeased Obligations. The County Auditor, Bond Counsel and the paying agent for the Defeased Obligations are hereby authorized to take all actions necessary to effectuate the defeasance and redemption of such obligations, including sending all notices of such defeasance and redemption required by the orders authorizing the Defeased Obligations.

Section 2. The County hereby determines and authorizes, if needed for a particular series of Defease Obligations, that lawfully available funds sufficient to defease and redeem all or any portion of the Defeased Obligations shall be deposited with BOKF, NA, as Escrow Agent for such obligations, pursuant to the terms of an Escrow Agreement by and between the County and BOKF, NA (the "Escrow Agreement"). The Escrow Agreement in substantially the form and substance previously approved by the County in connection with the defeasance of outstanding obligations is hereby approved, and the County Auditor is hereby authorized to complete, amend, modify and execute the Escrow Agreement, as necessary. The County hereby determines and authorizes that such funds deposited under the Escrow Agreement shall be used to defease and redeem the Defeased Obligations.

Section 3. The County Auditor is hereby authorized to transfer County funds as authorized herein to defease and redeem the Defeased Obligations.

Section 4. The County Judge and the County Auditor and all other officers, employees and agents of the County, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things, including giving any notices as may be required by the County's continuing disclosure

obligations, if any, with respect to the Defeased Obligations and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order or the order authorizing the Defeased Obligations.

Section 5. If any provision of this Order or the application thereof to any circumstance shall be held to be invalid, the remainder of this Order and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Order would have been enacted without such invalid provision.

Section 6. This Order shall be in full force and effect immediately upon its passage and approval.

EXHIBIT "A"

NOTICE OF DEFEASANCE AND REDEMPTION

NOTICE IS HEREBY GIVEN that Williamson County, Texas (the "County") has [deposited sufficient funds/established an escrow with cash and State and Local Government Series (SLGS) Securities] to defease and has called for redemption the outstanding obligations of the County described below at a price of par plus accrued interest to such date of redemption, to-wit:

Williamson County, Texas, _____ Series 20__, maturing on _____ as further described below (the "Defeased Obligations")

Maturity Date	Principal Amount Outstanding	Principal Amount Defeased	Principal Amount Remaining	Interest Rate	Redemption Date	Original CUSIP*	New CUSIP* Redeemed Portion	New CUSIP* Non-Redeemed Portion

_____
* The CUSIP Numbers are provided for the convenience of the holders of the Defeased Obligations. The County and the Paying Agent do not warrant the accuracy of the CUSIP Numbers, and neither shall be responsible for any error of any nature relating to CUSIP Numbers.

The Defeased Obligations shall be redeemed upon presentation at a principal corporate office of BOKF, NA dba Bank of Texas, Dallas, Texas, as paying agent/registrar for the Defeased Obligations, at the addresses set forth below. Interest on the Defeased Obligations shall cease to accrue from and after the Redemption Date.

If by Mail or Overnight Mail:

BOKF, NA
Corporate Trust Services
111 Fillmore Ave E
St. Paul, MN 55107

Bond Holder Communications:
866.429.7481

In compliance with section 3406 of the Internal Revenue Code of 1986, as amended, payors making certain payments due on debt securities may be obligated to deduct and withhold a portion of such payment from the remittance to any payee who has failed to provide such payor with a valid taxpayer identification number. To avoid the imposition of this withholding tax, such payees should submit a certified taxpayer identification number when surrendering bonds for redemption.

WILLIAMSON COUNTY, TEXAS

ESCROW AGREEMENT

DEFEASANCE AND REDEMPTION OF CERTAIN OF THE COUNTY'S OUTSTANDING DEBT

THIS ESCROW AGREEMENT, dated as of _____, 2025 (herein, together with any amendments or supplements hereto, called the "Agreement"), entered into by and between Williamson County, Texas (the "Issuer") and BOKF, NA, Dallas, Texas as escrow agent (together with any successor in such capacity, the "Escrow Agent"). The addresses of the Issuer and the Escrow Agent are shown on Exhibit "A" attached hereto and made a part hereof.

W I T N E S S E T H:

WHEREAS, the Issuer heretofore issued and there presently remain outstanding the obligations described in the _____ of _____ (the "Report") relating to the Defeased Obligations, attached hereto as Exhibit "B" and made a part hereof; and

WHEREAS, the Defeased Obligations are scheduled to mature in such years, bear interest at such rates, and be payable at such times and in such amounts as are set forth in the Report; and

WHEREAS, when firm banking arrangements have been made for the payment of principal and interest to the maturity or redemption dates of the Defeased Obligations, then the Defeased Obligations shall no longer be regarded as outstanding except for the purposes of receiving payment from the funds provided for such purpose and Issuer's right to call such Defeased Obligations for redemption in accordance with the provisions of the resolution, order or ordinance authorizing their issuance upon compliance with the provisions of Texas law; and

WHEREAS, Chapter 1207, Texas Government Code, as amended ("Chapter 1207"), authorizes the Issuer to issue refunding bonds and to deposit the proceeds from the sale thereof, and any other available funds or resources, directly with an eligible institution, including any place of payment (paying agent) for any of the Defeased Obligations, and such deposit, if made before such payment dates and in sufficient amounts, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Defeased Obligations; and

WHEREAS, Chapter 1207 further authorizes the Issuer to enter into an escrow agreement with any such eligible institution for any of the Defeased Obligations with respect to the safekeeping, investment, administration and disposition of any such deposit, upon such terms and conditions as the Issuer and such institution may agree, provided that such deposits may be invested only in obligations authorized by Chapter 1207, and which shall mature and/or bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment of principal and interest on the Defeased Obligations when due; and

WHEREAS, this Agreement constitutes an escrow agreement of the kind authorized and required by said Chapter 1207; and

WHEREAS, BOKF, NA is the paying agent for the Defeased Obligations; and

WHEREAS, Chapter 1207 makes it the duty of the Escrow Agent to comply with the terms of this Agreement and timely make available to the other places of payment (paying agents) for the Defeased Obligations the amounts required to provide for the payment of the principal of and interest on such obligations when due, and in accordance with their terms, but solely from the funds, in the manner, and to the extent provided in this Agreement; and

WHEREAS, the Issuer's is making a cash deposit to provide for the payment of the principal of the Defeased Obligations at their respective maturity dates or dates of redemption and the interest thereon to such dates as set forth in the Report; and

WHEREAS, the Issuer desires that certain available funds of the Issuer shall be applied to purchase certain direct obligations of the United States of America hereinafter defined as the "Escrowed Securities" for deposit to the credit of the Escrow Fund created pursuant to the terms of this Agreement and to establish a beginning cash balance (if needed) in such Escrow Fund; and

WHEREAS, the Escrowed Securities shall mature and the interest thereon shall be payable at such times and in such amounts so as to provide moneys which, together with cash balances from time to time on deposit in the Escrow Fund, will be sufficient to pay interest on the Defeased Obligations as it accrues and becomes payable and the principal of the Defeased Obligations on their respective maturity dates or dates of redemption; and

WHEREAS, to facilitate the receipt and transfer of proceeds of the Escrowed Securities, particularly those in book entry form, the Issuer desires to establish the Escrow Fund at the principal corporate trust office of the Escrow Agent; and

WHEREAS, the Escrow Agent and any paying agent for the Defeased Obligations, acting through the Escrow Agent, is also a party to this Agreement, as a paying agent for the Defeased Obligations to acknowledge their acceptance of the terms and provisions of this Agreement in such capacity.

NOW, THEREFORE, in consideration of the mutual undertakings, promises and agreements herein contained, the sufficiency of which are hereby acknowledged, and in order to secure the full and timely payment of principal of and the interest on the Defeased Obligations, the Issuer and the Escrow Agent mutually undertake, promise, and agree for themselves and their respective representatives and successors, as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATIONS

Section 1.01. Recitals. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in the Section.

Section 1.02. Definitions. Unless the context clearly indicates otherwise, the following terms shall have the meanings assigned to them below when they are used in this Agreement:

"Code" means the Internal Revenue Code of 1986, as amended, or to the extent applicable the Internal Revenue Code of 1954, together with any other applicable provisions of any successor federal income tax laws.

"**Escrow Fund**" means the fund created by this Agreement to be administered by the Escrow Agent pursuant to the provisions of this Agreement.

"**Escrowed Securities**" means the direct noncallable, not pre-payable United States Treasury obligations and obligations the due timely payment of which is unconditionally guaranteed by the United States of America described in the Report or cash or other direct obligations of the United States of America substituted therefor pursuant to Article IV of this Agreement.

"Paying Agent" means BOKF, NA acting in its capacity as paying agent for the Defeased Obligations.

Section 1.03. Other Definitions. The terms "Agreement," "Issuer," "Escrow Agent," "Paying Agent," "Defeased Obligations" and "Report" when they are used in this Agreement, shall have the meanings assigned to them in the preamble to this Agreement.

Section 1.04. Interpretations. The titles and headings of the articles and sections of this Agreement have been inserted for convenience and reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms hereof. This Agreement and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to achieve the intended purpose of providing for the refunding of the Defeased Obligations in accordance with applicable law.

ARTICLE II
DEPOSIT OF FUNDS

Section 2.01. Deposits in the Escrow Fund. The Issuer shall deposit, or cause to be deposited, with the Escrow Agent, for deposit in the Escrow Fund, the funds described in the Report, and the Escrow Agent shall, upon the receipt thereof, acknowledge such receipt to the Issuer in writing.

ARTICLE III
CREATION AND OPERATION OF ESCROW FUND

Section 3.01. Escrow Fund. Section 3.01. Escrow Fund. The Escrow Agent has created on its books a special trust fund and irrevocable escrow to be known as Williamson County, Texas 2025 Cash Defeasance (the "Escrow Fund"). The Escrow Agent hereby agrees that upon receipt thereof it will irrevocably deposit to the credit of the Escrow Fund the funds and the Escrowed Securities described in the Report. Such deposit, all proceeds therefrom, and all cash balances from time to time on deposit therein (a) shall be the property of the Escrow Fund, (b) shall be applied only in strict conformity with the terms and conditions of this Agreement, and (c) are hereby irrevocably pledged to the payment of the principal of and interest on the Defeased

Obligations, which payment shall be made by timely transfers of such amounts at such times as are provided for in Section 3.02 hereof. When the final transfers have been made for the payment of such principal of and interest on the Defeased Obligations, any balance then remaining in the Escrow Fund shall be transferred to the Issuer, and the Escrow Agent shall thereupon be discharged from any further duties hereunder.

Section 3.02. **Payment of Principal and Interest**. The Escrow Agent is hereby irrevocably instructed to transfer from the cash balances from time to time on deposit in the Escrow Fund, the amounts required to pay the principal of the Defeased Obligations at their respective maturity dates and interest thereon to such maturity dates in the amounts and at the times shown in the Report.

Section 3.03. **Sufficiency of Escrow Fund**. The Issuer represents that the successive receipts of the principal of and interest on the Escrowed Securities will assure that the cash balance on deposit from time to time in the Escrow Fund will be at all times sufficient to provide moneys for transfer to the Paying Agent at the times and in the amounts required to pay the interest on the Defeased Obligations as such interest comes due and the principal of the Defeased Obligations as the Defeased Obligations mature, all as more fully set forth in the Report. If, for any reason, at any time, the cash balances on deposit or scheduled to be on deposit in the Escrow Fund shall be insufficient to transfer the amounts required by the Paying Agent for the Defeased Obligations to make the payments set forth in Section 3.02 hereof, the Issuer shall timely deposit in the Escrow Fund, from any funds that are lawfully available therefor, additional funds in the amounts required to make such payments. Notice of any such insufficiency shall be given as promptly as practicable as hereinafter provided, but the Escrow Agent shall not in any manner be responsible for any insufficiency of funds in the Escrow Fund or the Issuer's failure to make additional deposits thereto.

Section 3.04. **Trust Fund**. The Escrow Agent shall hold at all times the Escrow Fund, the Escrowed Securities and all other assets of the Escrow Fund, wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow the Escrowed Securities or any other assets of the Escrow Fund to be commingled with any other funds or securities of the Escrow Agent; and it shall hold and dispose of the assets of the Escrow Fund only as set forth herein. The Escrowed Securities and other assets of the Escrow Fund shall always be maintained by the Escrow Agent as trust funds for the benefit of the owners of the Defeased Obligations; and a special account thereof shall at all times be maintained on the books of the Escrow Agent. The owners of the Defeased Obligations shall be entitled to the same preferred claim and first lien upon the Escrowed Securities, the proceeds thereof, and all other assets of the Escrow Fund to which they are entitled as owners of the Defeased Obligations. The amounts received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the Issuer, and the Escrow Agent shall have no right to title with respect thereto except as a constructive trustee and Escrow Agent under the terms of this Agreement. The amounts received by the Escrow Agent under this Agreement shall not be subject to warrants, drafts or checks drawn by the Issuer or, except to the extent expressly herein provided, by the Paying Agent.

Section 3.05. **Security for Cash Balances**. Cash balances from time to time on deposit in the Escrow Fund shall, to the extent not insured by the Federal Deposit Insurance Corporation

or its successor, be continuously secured by a pledge of direct obligations of, or obligations unconditionally guaranteed by, the United States of America, having a market value at least equal to such cash balances.

ARTICLE IV
LIMITATION ON INVESTMENTS

Section 4.01. **Limitation on Investments**. Except as provided in Sections 3.02, 4.02, 4.03 and 4.04 hereof, the Escrow Agent shall not have any power or duty to invest or reinvest any money held hereunder, or to make substitutions of the Escrowed Securities, or to sell, transfer or otherwise dispose of the Escrowed Securities.

Section 4.02. **Reinvestment of Certain Cash Balances in Escrow by Escrow Agent**. The Escrow Agent shall have no duty to reinvest cash balances shown in the Report.

Section 4.03. **Substitutions and Reinvestments**. At the discretion of the Issuer, the Escrow Agent shall reinvest cash balances representing receipts from the Escrowed Securities, make substitutions of the Escrowed Securities or redeem the Escrowed Securities and reinvest the proceeds thereof or hold such proceeds as cash, together with other moneys or securities held in the Escrow Fund provided that the Issuer delivers to the Escrow Agent the following:

(1) an opinion by an independent certified public accountant or a nationally recognized verification agent that after such substitution or reinvestment the principal amount of the securities in the Escrow Fund (which shall be noncallable, not pre-payable direct obligations of the United States of America), together with the interest thereon and other available moneys, will be sufficient to pay, without further investment or reinvestment, as the same become due in accordance with the Report, the principal of, interest on and premium, if any, on the Defeased Obligations which have not previously been paid, and

(2) an unqualified opinion of nationally recognized municipal bond counsel to the effect that (a) such substitution or reinvestment will not cause the Defeased Obligations to be "arbitrage bonds" within the meaning of Section 103 of the Code or the regulations thereunder in effect on the date of such substitution or reinvestment, or otherwise make the interest on the Defeased Obligations subject to federal income taxation, and (b) such substitution or reinvestment complies with the Constitution and laws of the State of Texas and with all relevant documents relating to the issuance of the Defeased Obligations.

The Escrow Agent shall have no responsibility or liability for loss or otherwise with respect to investments made at the direction of the Issuer.

Section 4.04. **Substitution for Escrowed Securities**. Concurrently with the initial deposit by the Issuer with the Escrow Agent, but not thereafter, the Issuer, at its option, may substitute cash or direct noncallable and not pre-payable obligations of the United States Treasury (the "Substitute Obligations"), but only if such Substitute Obligations

(a) are in an amount, and/or mature in an amount, which is equal to or greater than the amount payable on the maturity date of the obligation listed in the Report for which such Substitute Obligation is substituted,

(b) mature on or before the maturity date of the obligation listed in the Report for which such Substitute Obligation is substituted, and

(c) produce the amount necessary to pay the interest on and principal of the Defeased Obligations, as set forth in the Report, as verified by a certified public accountant or a firm of certified public accountants.

If, concurrently with the initial deposit by the Issuer with the Escrow Agent, any such Substitute Obligations are so substituted for any Escrowed Securities, the Issuer may, at any time thereafter, substitute for such Substitute Obligations the same Escrowed Securities for which such Substitute Obligations originally were substituted.

Section 4.05. Arbitrage. The Issuer hereby covenants and agrees that it shall never request the Escrow Agent to exercise any power hereunder or permit any part of the money in the Escrow Fund or proceeds from the sale of Escrowed Securities to be used directly or indirectly to acquire any securities or obligations if the exercise of such power or the acquisition of such securities or obligations would cause any Refunding Obligations or Defeased Obligations to be an "arbitrage bond" within the meaning of the Code.

ARTICLE V
APPLICATION OF CASH BALANCES

Section 5.01. **In General**. Except as provided herein, no withdrawals, transfers, or reinvestment shall be made of cash balances in the Escrow Fund.

The Escrow Agent is authorized to transfer funds relating to the closing and initial delivery of the securities in the manner disclosed in the closing memorandum as prepared by the Issuer's financial advisor and other agents of the District. The Escrow Agent may act on a facsimile or e-mail transmission of the closing memorandum acknowledged by the financial advisor or the Issuer as the final closing memorandum. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such instructions.

ARTICLE VI
RECORDS AND REPORTS

Section 6.01. Records. The Escrow Agent will keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocations and application of the money and Escrowed Securities deposited to the Escrow Fund and all proceeds thereof, and such books shall be available for inspection at reasonable hours and under reasonable conditions by the Issuer and the owners of the Defeased Obligations.

Section 6.02. Reports. While this Agreement remains in effect, the Escrow Agent annually shall prepare and send to the Issuer a written report summarizing all transactions relating to the Escrow Fund during the preceding year, including, without limitation, credits to the Escrow Fund as a result of interest payments on or maturities of the Escrowed Securities and transfers from the Escrow Fund for payments on the Defeased Obligations or otherwise, together with a detailed statement of all Escrowed Securities and the cash balance on deposit in the Escrow Fund as of the end of such period.

ARTICLE VII
CONCERNING THE PAYING AGENT AND ESCROW AGENT

Section 7.01. Representations. The Escrow Agent hereby represents that it has all necessary power and authority to enter into this Agreement and undertake the obligations and responsibilities imposed upon it herein, and that it will carry out all of its obligations hereunder.

Section 7.02. Limitation on Liability. The liability of the Escrow Agent to transfer funds for the payment of the principal of and interest on the Defeased Obligations shall be limited to the cash balances from time to time on deposit in the Escrow Fund. Notwithstanding any provision contained herein to the contrary, neither the Escrow Agent nor the Paying Agent shall have any liability whatsoever for the insufficiency of funds from time to time in the Escrow Fund, except for the obligation to notify the Issuer as promptly as practicable of any such occurrence.

The recitals herein and in the proceedings authorizing the Refunding Obligations shall be taken as the statements of the Issuer and shall not be considered as made by, or imposing any obligation or liability upon, the Escrow Agent. The Escrow Agent is not a party to the proceedings authorizing the Defeased Obligations and is not responsible for nor bound by any of the provisions thereof (except as a place of payment and paying agent and/or a Paying Agent/Registrar therefor). In its capacity as Escrow Agent, it is agreed that the Escrow Agent need look only to the terms and provisions of this Agreement.

The Escrow Agent makes no representations as to the value, conditions or sufficiency of the Escrow Fund, or any part thereof, or as to the title of the Issuer thereto, or as to the security afforded thereby or hereby, and the Escrow Agent shall not incur any liability or responsibility in respect to any of such matters.

It is the intention of the parties hereto that the Escrow Agent shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

The Escrow Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Escrow Agent be responsible for the consequences of any error of judgment; and the Escrow Agent shall not be answerable except for its own action, neglect or default, nor for any loss unless the same shall have been through its negligence or willful misconduct.

Unless it is specifically otherwise provided herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the Issuer with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund, to dispose of and deliver the same in accordance with this Agreement. If, however, the Escrow Agent is called upon by the terms of this Agreement to determine the occurrence of any event or contingency, the Escrow Agent shall be obligated, in making such determination, only to exercise reasonable care and diligence, and in event of error in making such determination the Escrow Agent shall be liable only for its own willful misconduct or its negligence. In determining the occurrence of any such event or contingency the Escrow Agent may request from the Issuer or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may make inquiries of, and consult with, among others, the Issuer at any time.

Section 7.03. Compensation. Concurrently with the sale and delivery of the Refunding Obligations, the Issuer shall pay to the Escrow Agent, as a fee for performing the services hereunder and for all expenses incurred or to be incurred by the Escrow Agent in the administration of this Agreement, the amount set forth in Exhibit "C" attached hereto, the sufficiency of which is hereby acknowledged by the Escrow Agent. In the event that the Escrow Agent is requested to perform any extraordinary services hereunder, the Issuer hereby agrees to pay reasonable fees to the Escrow Agent for such extraordinary services and to reimburse the Escrow Agent for all expenses incurred by the Escrow Agent in performing such extraordinary services, and the Escrow Agent hereby agrees to look only to the Issuer for the payment of such fees and reimbursement of such expenses. The Escrow Agent hereby agrees that in no event shall it ever assert any claim or lien against the Escrow Fund for any fees for its services, whether regular or extraordinary, as Escrow Agent, or in any other capacity, or for reimbursement for any of its expenses.

Section 7.04. Successor Escrow Agents. If at any time the Escrow Agent or its legal successor or successors should become unable, through operation or law or otherwise, to act as escrow agent hereunder, or if its property and affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, a vacancy shall forthwith exist in the office of Escrow Agent hereunder. In such event the Issuer, by appropriate action, promptly shall appoint an Escrow Agent to fill such vacancy. If no successor Escrow Agent shall have been appointed by the Issuer within 60 calendar days, a successor may be appointed by the owners of a majority in principal amount of the Defeased Obligations then outstanding by an instrument or instruments in writing filed with the Issuer, signed by such owners or by their duly authorized attorneys-in-fact. If, in a proper case, no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this section within three months after a vacancy shall have occurred, the owner of any Defeased Obligation may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as it may deem proper, prescribe and appoint a successor Escrow Agent.

Any successor Escrow Agent shall be a corporation organized and doing business under the laws of the United States or the State of Texas, authorized under such laws to exercise corporate trust powers, authorized under Texas law to act as an escrow agent, having its principal office and

place of business in the State of Texas, having a combined capital and surplus of at least $5,000,000 and subject to the supervision or examination by Federal or State authority.

Any successor Escrow Agent shall execute, acknowledge and deliver to the Issuer and the Escrow Agent an instrument accepting such appointment hereunder, and the Escrow Agent shall execute and deliver an instrument transferring to such successor Escrow Agent, subject to the terms of this Agreement, all the rights, powers and trusts of the Escrow Agent hereunder. Upon the request of any such successor Escrow Agent, the Issuer shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such rights, powers and duties.

The Escrow Agent at the time acting hereunder may at any time resign and be discharged from the trust hereby created by giving not less than sixty (60) days' written notice to the Issuer and publishing notice thereof, specifying the date when such resignation will take effect, in a newspaper printed in the English language and with general circulation in New York, New York, such publication to be made once at least three (3) weeks prior to the date when the resignation is to take effect. No such resignation shall take effect unless a successor Escrow Agent shall have been appointed by the owners of the Defeased Obligations or by the Issuer as herein provided and such successor Escrow Agent shall be a paying agent for the Defeased Obligations and shall have accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent.

Under any circumstances, the Escrow Agent shall pay over to its successor Escrow Agent proportional parts of the Escrow Agent's fee and, if applicable, its Paying Agent's fee hereunder.

ARTICLE VIII
MISCELLANEOUS

Section 8.01. Notice. Any notice, authorization, request, or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid addressed to the Issuer or the Escrow Agent at the address shown on Exhibit "A" attached hereto. The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery. Any party hereto may change the address to which notices are to be delivered by giving to the other parties not less than ten (10) calendar days prior notice thereof. Prior written notice of any amendment to this Agreement contemplated pursuant to Section 8.08 and immediate written notice of any incidence of a severance pursuant to Section 8.04 shall be sent to Standard & Poor's Corporation, Attn: Municipal Bond Department, 25 Broadway, New York, New York 10004 and Fitch, Inc., One State Street Plaza, New York, New York 10004.

Section 8.02. Termination of Responsibilities. Upon the taking of all the actions as described herein by the Escrow Agent, the Escrow Agent shall have no further obligations or responsibilities hereunder to the Issuer, the owners of the Defeased Obligations or to any other person or persons in connection with this Agreement.

Section 8.03. Binding Agreement. This Agreement shall be binding upon the Issuer and the Escrow Agent and their respective successors and legal representatives and shall inure solely to the benefit of the owners of the Defeased Obligations, the Issuer, the Escrow Agent and their respective successors and legal representatives.

Section 8.04. 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, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

Section 8.05. Texas Law Governs. This Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Texas.

Section 8.06. Time of the Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Agreement.

Section 8.07. Effective date of Agreement. This Agreement shall be effective upon receipt by the Escrow Agent of the funds described in the Report, together with the specific sums stated in Section 7.03 for Escrow Agent and paying agency fees, expenses, and services.

Section 8.08. Amendments. This Agreement shall not be amended except to cure any ambiguity or formal defect or omission in this Agreement. No amendment shall be effective unless the same shall be in writing and signed by the parties thereto. No such amendment shall adversely affect the rights of the holders of the Defeased Obligations.

Section 8.09. Counterparts. This Agreement may be executed in one or more counterparts, each and all of which shall constitute one and the same instrument.

Section 8.10. Verifications of Statutory Representations and Covenants. The Escrow Agent makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Escrow Agent within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) Not a Sanctioned Company. The Escrow Agent represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Escrow Agent and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively

declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

Section 8.11. Regulatory Compliance. Upon request, the Issuer agrees to provide the Escrow Agent any information reasonably requested by the Escrow Agent to comply with the USA Patriot Act of 2001, as amended from time to time and the Bank Secrecy Act, as amended from time to time.

Section 8.12. Indemnification. To the extent permitted by law, the Issuer agrees to indemnify the Escrow Agent for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on the Escrow Agent's part, arising out of or in connection with the Escrow Agent's acceptance or administration of its duties hereunder, including the cost and expense incurred by the Escrow Agent in defending against any claim or from liability imposed on the Escrow Agent in connection with the Escrow Agent's exercise or performance of any of its powers or duties under this Agreement.

[The remainder of this page intentionally left blank.]

EXECUTED as of the date first written above.

WILLIAMSON COUNTY, TEXAS

By: _____
Name: Julie M. Kiley
Title: County Auditor

[County Signature Page]

BOKF, NA, as Escrow Agent

By: _____

Title: Vice President

[BOKF Signature Page]

EXHIBIT "A"

ADDRESSES OF THE ISSUER AND THE ESCROW AGENT

Issuer

Williamson County, Texas
710 Main Street
Georgetown, Texas 78626
Attn: County Auditor

Escrow Agent

BOKF, NA
5956 Sherry Lane, Suite 900
Dallas, Texas 75225

EXHIBIT "B"

_____ REPORT

EXHIBIT "C"

ESCROW AGENT FEE SCHEDULE

Commissioners Court - Regular Session **54.**

Meeting Date: 09/16/2025

Local Provider Participation Fund (LPPF) Fiscal Year 2026

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on setting a Public Hearing regarding the setting of the rate associated with mandatory provider participation payments that Williamson County may require of all local hospitals for fiscal year (FY) 2026 in relation to the Williamson County Health Care Participation Program and establish how the revenue derived from those payments may be spent in accordance with Chapter 292B of the Texas Health and Safety Code and the Williamson County Health Care Provider Participation Program Rules and Procedures.

Background

Request a public hearing to be set for September 23, 2025, at 9:30 a.m.

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	09/09/2025 12:30 PM
Form Started By: Pam Navarrette		Started On: 09/08/2025 08:32 AM
Final Approval Date: 09/09/2025		

Commissioners Court - Regular Session **55.**

Meeting Date: 09/16/2025

TDEM Grant Terms and Conditions for the Texas Floods 2025 (TX-4879-DR)

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Grant Terms and Conditions required by Texas Division of Emergency Management (TDEM) for the submittal for reimbursement of expenditures incurred for 2025 Texas Floods (TX-4879-DR)

Background

The attached Grants Terms and Conditions requires the County Judge's approval in order to prompt activation for the reimbursement of expenditures related to 2025 Texas Floods (TX-4879-DR).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TDEM Terms and Conditions

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/10/2025 09:38 AM
Form Started By: Pam Navarrette		Started On: 09/09/2025 05:42 PM
Final Approval Date: 09/10/2025		

Texas Division of Emergency Management

Subrecipient Agreement for TDEM-Administered Grant Awards

Date Revised: February 22, 2024

Index

Letter to Subrecipient I
Subrecipient Information II
Subrecipient Agreement III

Letter to Subrecipient

Dear Subrecipient:

Congratulations on your new award!

The following document, in conjunction with the applicable State Administrative Plan (SAP) or Disaster State Administrative Plan (DSAP), lays out applicable laws, rules, and regulations set forth by local, State, and Federal authority that you, Subrecipient, agree to upon acknowledgement. Before you may request or receive any funding awarded to you, you must establish acceptance of this award. By accepting this award, you acknowledge that the terms of the following document are conditions of your award.

Please read this agreement in full. Acknowledgement by means of signature at the conclusion of the document, holds Subrecipient to the terms and conditions in the agreement. Failure to sign this agreement infringes on the ability to obtain Federal awards, or state or local grant awards, administered through the Texas Division of Emergency Management.

Subrecipient Information

Entity Information

Entity Name: _____

EIN/TIN: _____

UEI: _____ UEI Expiration Date: _____

Address Line 1: _____

Address Line 2: _____

City _____

State _____ Zip (+4) _____ - _____

Subrecipient Contacts

Primary Contact

Serves as the primary point of contact for project(s).

Name: _____ Position/Job Title: _____

Email: _____ Phone Number: _____

Certifying Official

Serves as the official representative of the organization.
Must possess the authority to obligate funds & enter into contracts for the organization.

Name: _____ Position/Job Title: _____

Email: _____ Phone Number: _____

Primary Finance Contact

Serves as primary contact for all financial matters.

Name: _____ Position/Job Title: _____

Email: _____ Phone Number: _____

Texas Division of Emergency Management

Subrecipient Agreement for TDEM-Administered Grant Awards

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Revisions

Rev. 1. Change from Authorized Agent to Primary Finance Contact information on the Subrecipient Information page.

Rev. 2. Inclusion of language related to subrecipient reimbursement for Recipient management cost.

State of the Agreement

Agreement Authority

This agreement applies to all Department of Homeland Security Federal Emergency Management Agency (DHS/FEMA) awards or other awarding agency financial assistance awards administered by the Texas Division of Emergency Management (TDEM). The federal government, the State of Texas, and TDEM have the right to seek judicial enforcement of these actions.

Subrecipients are required to follow applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R Part 3002, as well as all other applicable federal, state, and local laws, regulations, policies, procedures, and executive orders.

By accepting this agreement, Subrecipient and its executives, as defined in 2 C.F. R. §170.315, certify that the subrecipient's policies are in accordance with guidance applicable to federal, state and local laws, and relevant executive guidance. This agreement, consisting of these terms and conditions and all exhibits, is between the Texas Division of Emergency Management (TDEM), an agency of the State of Texas, hereinafter referred to as TDEM, and Subrecipient.

TDEM and Subrecipient are collectively hereinafter referred to as the parties. All awards made under this agreement are subject to the same terms and conditions except where additional provisions may be added by TDEM to assure compliance with the aforementioned authority.

Subrecipient may not assign or transfer any interest in this award without prior written consent of TDEM and, if required, DHS/FEMA or other awarding agency.

Agreement

I. General Terms

1. The terms recipient and pass-through entity have the same meaning as grantee, as used in governing statutes, regulations, and DHS/FEMA guidance.

2. Throughout this document the terms grant and award will be used interchangeably.

3. A recipient is a non-Federal entity for administration purposes.

4. A subrecipient is known as a subgrantee as used in governing statutes, regulations, and DHS/FEMA guidance.

5. The grant referred to in this agreement is an award to the subrecipient passed through from TDEM to Subrecipient.

6. The “certifying official” is the mayor, judge, or executive director authorized to execute these terms and conditions, and to submit changes of subrecipient agents. Contracted staff and/or vendors may assist the certifying official in completing related grant tasks but may not act in lieu of the certifying official.

7. Project and any subsequent versions for those projects accepted by Subrecipient and subsequently obligated or de-obligated by DHS/FEMA are considered subawards to this agreement.

8. TDEM uses contractors to assist in administering subawards, both in communication with Subrecipient and the awarding agency. A subrecipient’s point of contact for all awards will be the assigned regional staff. TDEM may task various grant management tasks to contractors to work directly with subrecipients.

9. Within 10 calendar days of any change, Subrecipient must notify TDEM of any change in Designated Subrecipient Agents as submitted during the execution of this agreement, and any subsequent changes submitted by Subrecipient in TDEM’s Grants Management System (GMS).

10. In the event Subrecipient hires a consultant to assist them with managing its Public Assistance and Hazard Mitigation grants (or other), they must be listed on the Designated Subrecipient Agent Form (DSA) and may not act in lieu of the designated agent. TDEM will direct all correspondence to the Subrecipient. The Subrecipient is solely responsible for sharing written communications with the consultant. The Subrecipient is the primary point of contact and must be included in all decision-making activities.

II. Standard of Performance

Subrecipient must perform all activities as approved by TDEM and that is required in applicable grant/funding awards. Subrecipient must perform all activities in accordance with all terms, provisions and requirements set forth in the award, including, the following exhibits:

1. Assurances – Non-Construction Programs (Federal authority), hereinafter referred to as Exhibit A

2. Assurances – Construction Programs (Federal authority), hereinafter referred to as Exhibit B

3. Certifications for Grant Agreements (Federal authority), hereinafter referred to as Exhibit C

4. State of Texas Assurances (State authority), hereinafter referred to as Exhibit D

5. Environmental Review Certification (Federal authority), hereinafter referred to as Exhibit E

6. Additional Grant Certifications (State authority), hereinafter referred to as Exhibit F

7. Request for Information and Documentation Policy (State authority), hereinafter referred to as Exhibit G

8. Pre-Obligation Request for Information and Documentation Policy (State authority), hereinafter referred to as Exhibit H

9. Recoupment of Funds (State authority), hereinafter referred to as Exhibit I

III. Failure to Perform

In the event Subrecipient fails to implement and complete the project(s) approved and awarded, or comply with any provision of this grant, Subrecipient is liable to TDEM for an amount not to exceed the amount of this award and may be barred from receiving additional DHS/FEMA grant program funds or any other grant program funds administered by the State of Texas until repayment is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this grant. Failure to timely implement and complete projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by TDEM.

IV. Funding Obligations

TDEM is not liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs authorized under the applicable award.

1. Notwithstanding any other provision of this grant, the total of all payments and other obligations incurred by TDEM under this award must not exceed the total cumulative award amounts listed on the subawards (projects and subsequent versions).

2. Subrecipient must contribute the required cost share, also known as non-Federal share or match, listed on the subaward.

3. Subrecipient must provide supporting documentation that supports the totality of funding requests in accordance with program policy.

4. In the event that TDEM is required to continue to manage the subrecipients award after the Recipients (TDEM) allocated state management funds have been exhausted, subrecipient agrees to reimburse TDEM for such costs necessary to close FEMA awards including the final recoupment of any funds due to FEMA and/or TDEM and the State of Texas.

V. Recoupment of Funds

Subrecipient must refund to TDEM any sum of these award funds that TDEM and/or DHS/FEMA determines to be an overpayment to and/or has not been spent by Subrecipient in accordance with this award. Refund payment(s) may be made from local, state, or federal grant funds unless prohibited by federal regulation or other provision.

Nothing in Exhibit I-Recoupment of Funds shall limit TDEM’s ability to implement alternative remedies for which it has authority to resolve outstanding recoupments or to limit TDEM’s ability to take immediate recoupment action(s) after notice of required refund has been made.

VI. Uniform Administrative Requirements, Cost Principals and Audit Requirements

Except as specifically modified by law or this grant, Subrecipient shall administer this award through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS/FEMA program legislation, federal awarding agency regulations, and the terms and conditions of this grant. A non-exclusive list sanctioned by Federal Authority is provided below (not all may apply in every project):

a. Public Law 93-288, as amended (Stafford Act)

b. 44 C.F.R., Emergency Management and Assistance

c. 2 C.F.R., Grants and Agreements

d. Disaster Mitigation Act of 2000

e. Executive Order 11988, Floodplain Management

f. Executive Order 11990, Protection of Wetlands

g. Executive Order 12372, Intergovernmental Review of Programs and Activities

h. Executive Order 12549, Debarment and Suspension

i. Executive Order 12612, Federalism

j. Executive Order 12699, Seismic Design

k. Executive Order 12898, Environmental Justice

l. Coastal Barrier Resources Act, Public Law 97-348

m. Single Audit Act, Public Law 98-502

n. Sandy Recovery Improvement Act publications

o. Disaster Recovery Reform Act of 201816 U.S.C. § 470, National Historic Preservation Act

p. 16 U.S.C. § 1531, Endangered Species Act References

q. FEMA program publications, guidance, and policies

VII. State Requirements for Grants

Subrecipient must comply with all other federal, state, and local laws and regulations applicable to this award including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management (UGMS) at: http://www.window.state.tx.us/procurement/catrad/ugms.pdf and the most recent applicable version of the program State Administrative Plan (and all effective updates), available at: https://tdem.texas.gov. Subrecipient must, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, Office of Management and Budget (OMB) circulars,

terms and conditions of this award and the approved application.

Grant funds must not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Award funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;

2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using grant funds to pay dues to an organization with a registered lobbyist;

3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;

4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this grant, including performance milestones, milestone time frames, and related performance reporting requirements; and

5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this award may only be expended if Subrecipient timely completes and files its reports.

TDEM strongly encourages subrecipients to complete refresher training in federal procurement standards as variances from these standards account for the majority of funding de-obligation. TDEM will provide training or sources for subrecipients to attain training. Federal procurement training may be required of some recipients in advance of funding or as a condition of funding and/or if additional monitoring is deemed appropriate by TDEM.

VIII. Restrictions and General Conditions

DHS/FEMA grant funds must only be used for the purposes set forth in this award and must be consistent with the statutory authority for the grant. Award funds must not be used for matching funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds must not be used to sue the federal government or any other government entity.

1. Federal employees are prohibited from directly benefiting from any funds under this Grant.

2. In accordance with 2 C.F.R. §25.300, TDEM will not make a subaward unless the Subrecipient has obtained a unique entity identifier (UEI). A UEI is the identifier required for System for Award Management (SAM) registration to uniquely identify entities with which the federal government does business.

3. Subrecipient maintains that it has registered at SAM.gov or other federally established site for contractor registration and entered TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this grant's final financial report or receives final award payment. Subrecipient agrees that it must not make any subaward agreement or contract related to this award without first obtaining the vendor or subawardee's mandatory UEI. See 2 C.F.R. Part 25, Appendix A.

4. Subrecipient must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year if the following is applicable (2 C.F.R. Subtitle A; Chapter 1, Part 170, Appendix A to Part 170). See FEMA Information Bulletin 350.

    a. Subrecipient shall report whether Subrecipient received $25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §170.320.

    b. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with subrecipient's UEI, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of subrecipient's five most highly compensated executives for the preceding completed fiscal year.

    c. Subrecipient shall report executive total compensation at SAM.gov, or other federally established replacement site.

5. By signing this grant, Subrecipient certifies that, if required, Subrecipient has registered, entered the required information, and shall keep information in the System for Award Management (SAM) database current, and update the information at least annually until the subrecipient submits its final financial report, or receives final payment.

6. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory UEI.

7. Subrecipient must comply with Federal Executive Orders 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government

8. A completed direct deposit form from Subrecipient must be provided to TDEM, prior to receiving any funds under the provisions of this grant. The direct deposit form is currently available at https://tdem.texas.gov.

9. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage, or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this grant.

10. DHS/FEMA and/or TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS/FEMA or TDEM on the premises of Subrecipient or a contractor under this grant, Subrecipient must provide and must require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work. A final physical site inspection for eligible scope of work and program compliance may be conducted after the subrecipient's Project Completion and Certification Report has been submitted.

IX. Procurement Contracting

Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this

award in accordance with 2 C.F.R. 200. 317-327 and Appendix II to Part 200 (A-C) and (E-J).

1. All contracts executed using funds awarded under this award shall contain the contract provisions listed under 2 C.F.R. 200.327 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

2. For each of the following types of procurement, activities must follow the most restrictive of federal, state, or local procurement regulations:

    a. Micro purchase
    b. Small purchase
    c. Sealed bid
    d. Competitive proposal
    e. Non-Competitive proposal (solely when the award of a contract is unfeasible under the other methods)

3. The State must approve the use of a noncompetitive procurement method. Federal regulations allow for noncompetitive procurements under certain circumstances, including when a non-state entity determines that immediate actions required to address the public exigency or emergency cannot be delayed by a competitive solicitation. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

4. Contracts attributed as “cost-plus-percentage-of-cost" or "percentage-of-construction-cost" are explicitly prohibited by Federal procurement standards and are ineligible for DHS/FEMA grant.

5. Subrecipients must perform cost/price analysis for every procurement action in excess of the Simplified Acquisition Threshold.
6. Subrecipients must negotiate profit as a separate element where required.

7. Subrecipients must not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (Executive Order 12549, Debarment and Suspension).

    a. Subrecipient must maintain documentation validating review of debarment list of eligible contractors. Evidence of non-debarment for vendors must be documented through SAM.gov and http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/ and submitted for review. TDEM will not reimburse any expense for a

debarred vendor or a vendor or Subrecipient that does not have a valid SAM.gov registration.

8. Subrecipients must comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 C.F.R §200.321.

9. Subrecipients must comply with the rules of recovered materials for procurements at 2 C.F.R §200.323.10. Subrecipients must comply with the rules for domestic preferences for procurements at 2 C.F.R § 200.322.

X. Monitoring

Subrecipient will be monitored periodically by federal, state, or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

a. TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of subrecipient's compliance with this award and of the adequacy and timeliness of subrecipient's performance pursuant to this award.

b. After each monitoring visit, if the monitoring visit reveals deficiencies in subrecipient's performance under this grant, a monitoring report will be provided to the subrecipient that includes requirements for the timely correction of such deficiencies by subrecipient. Failure by subrecipient to take action(s) specified in the monitoring report may be cause for suspension or termination of this award pursuant to the Changes, Amendments, Suspensions or Termination Section (XIII) herein.

XI. Audit

Subrecipients expending $750,000 or more in total federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F.

1. A copy of the Single Audit must be submitted to TDEM or your cognizant state agency within nine months of the end of the subrecipient's fiscal year. If not required to submit a single audit, a response to the request will suffice. Failing to follow the regulation can result in significant adverse consequences including any action listing in the Enforcement Section (XIV) of this agreement

Subrecipient must give DHS/FEMA, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of their duly authorized representatives access to and the right to conduct a financial or compliance audit of funds received, and performances rendered under this award. Subrecipient must permit TDEM or its authorized representative to audit subrecipient's records. Subrecipient must provide any documents, materials, or information necessary to facilitate such audit.

1. Subrecipient understands and agrees that it is liable to TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to TDEM of such disallowed costs shall be paid by Subrecipient from funds that were not provided or otherwise made available to the subrecipient pursuant to this award or any other federal contract.

2. Subrecipient must take such action to facilitate the performance of such audit(s) conducted pursuant to this section as TDEM may require of Subrecipient. Subrecipient must ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.

3. Subrecipient understands that acceptance of funds under this award acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office's audit or investigation, including providing all records requested. Subrecipient must ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this award.

XII. Retention and Accessibility of Records

Subrecipient shall follow its own internal retention policy, or the State's retention policy, whichever is more restrictive. At a minimum, the subrecipient must maintain fiscal records and supporting documentation for all expenditures of this award's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, §200.334-338, and this agreement.

1. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, or any litigation, dispute,or audit.

2. Records shall be retained for three (3) years after any real estate or equipment final disposition.

3. DHS/FEMA or TDEM may direct subrecipient to retain documents or to transfer certain records to DHS/FEMA custody when DHS/FEMA determines that the records possess long term retention value.

Subrecipient must give DHS/FEMA, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of its duly authorized representatives, access to and the right to examine all books,accounts, records, reports, files, other papers, things, or property belonging to or in use by subrecipient pertaining to this award including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

XIII. Changes, Amendments, Suspensions or Termination

TDEM may modify this agreement after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this subrecipient award. Any alteration, addition, or deletion to this agreement by subrecipient is not valid.

Any alterations, additions, or deletions to this agreement that are required by changes in federal and state laws, regulations, or policy are automatically incorporated into this agreement without written amendment to this award and shall become effective upon the date designated by such law or regulation. In the event DHS/FEMA or TDEM determines that changes are necessary to this agreement after an award has been made, including changes to the period of performance of the award, or terms and conditions, the certifying official shall be notified electronically of the changes in writing. Once notification has been made, any subsequent request for refunds will indicate subrecipients acceptance of the changes to this award.

1. In the event subrecipient fails to comply with any term of this grant or agreement, TDEM may, upon written notification to subrecipient, suspend this award, in whole or in part, withhold payments to Subrecipient, and prohibit Subrecipient from incurring additional obligations of this grant's funds.

2. TDEM has the right to terminate this award, in whole or in part, at any time before the end of the Performance Period, if TDEM determines that subrecipient has failed to comply with any terms of this grant. TDEM shall provide written notice of the termination that includes:

    a. The reason(s) for such determination;

    b. The effective date of such termination; and

c. The scope of the termination of the award.

d. Termination of an award is final.

XIV. Enforcement

If subrecipient materially fails to comply with any term of this award or agreement, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, TDEM or DHS/FEMA may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports;

2. Require all payments as reimbursements rather than advance payments;

3. Temporarily withhold payments pending correction of the deficiency;

4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;

5. Request DHS/FEMA to wholly or partially de-obligate funding for a project;

6. Withhold cash payments pending correction of the deficiency bysubrecipient or more severe enforcement action by TDEM or DHS/FEMA;

7. Withhold future awards for the grant program; and

8. Take other remedies that may be legally available

In taking an enforcement action, TDEM will adhere to any administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved, and where TDEM, as the recipient, is obligated to follow.

The costs to a subrecipient resulting from expenses incurred by the subrecipient during a suspension or after termination of this award are not allowable.

The enforcement remedies identified in this section, including suspension and termination, do not preclude subrecipient from being subject to “Debarment and Suspension” under Executive Order 12549. 2 C.F.R., Appendix II Part 200, (1).

XV. Conflicts of Interest

The subrecipient must maintain and provide upon request written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and must establish safeguards to prohibit employees from using their positions for a purpose that

constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

XVI. Closing of this Award

TDEM will close each subaward after receiving all required final documentation from the subrecipient. If the close out review and reconciliation indicates that subrecipient is owed additional funds, TDEM will send the final payment automatically to subrecipient. If Subrecipient did not use all the funds received, TDEM will recover the unused funds. This does not affect:

1. DHS/FEMA or TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;

2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;

3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and

4. Any other provisions of this award that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this award after the expiration or termination of this award.

XVII. Notices

All notices and other communications pertaining to this agreement shall be delivered in electronic format and shall be transmitted in TDEM's Grant Management System, hereinafter referred to as "GMS". TDEM reserves the right to use other delivery avenues as needed.

XVIII. TDEM Grants Management System

TDEM requires the use of the TDEM's Grants Management System (GMS) for subrecipient grant management functions. Subrecipient is required to access GMS for all grant related functions as required by TDEM unless written authorization from TDEM is given. Requested forms and processes may be adjusted and changed to accommodate GMS processes and requirements.

Subrecipient agrees to monitor GMS as necessary to properly manage and complete awarded projects under this agreement. Paper forms and email requests to initiate grant management functions within GMS are not accepted.

XIX. Performance Period

The performance period for this award is listed on the subaward letter for each project. All projects must be completed within the performance period and within the approved budget. Subrecipient shall have expended all award funds and must submit final requests for reimbursements, invoices, and any supporting documentation to TDEM no later than 60 calendar days after the end of the performance period. TDEM is not obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

From time to time, the performance period for grants may be extended by TDEM. These extensions do not change the established performance periods for subrecipients to submit final requests for reimbursements, invoices, and any supporting documentation.

1. All work must be done prior to the approved project completion deadline assigned to each project.
   a. For Public Assistance projects written at 100% complete, documentation must be submitted within 60 days of the Recovery Scoping Meeting (or DHS/FEMA process equivalent).

   b. For projects not written at 100% complete for both Hazard Mitigation and Public Assistance awards, documentation must be submitted within 60 days of the work completion date.

2. Should additional time be required, a time extension request must be submitted which:
   a. Identifies the projects requiring an extension;
   b. Explains the reason for an extension;
   c. Indicates the percentage of work that has been completed;
   d. Provides an anticipated completion date;
   e. Provides detailed milestones documenting expected progress.

The reason for an extension must be based on extenuating circumstances, or unusual project requirements that are beyond the control of Subrecipient. Failure to submit a time extension request 90 days prior to the end of the period of performance may result in denial, or reduction or withdrawal of federal funds for approved work.

XX. Cost/Scope Modification

Any change to a project's approved scope of work must be reported and approved through TDEM and DHS/FEMA before starting the project. Failure to do so will jeopardize award funding.

Subrecipient shall submit requests for cost overruns to TDEM for review. Any requests sent for a Public Assistance project will be submitted to DHS/FEMA for review and approval. Approval of these requests is not guaranteed and is subject to funding availability. Costs incurred prior to approval of any scope or budget/cost changes may be denied.

XXI. Final Expenditures Report

The Project Completion and Certification Report (P4) must be submitted to TDEM within 90 days of all approved work being completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report and the Applicant's Attestation for Duplication of Benefits (DOB) form certifying other funds were received to complete the project.

XXII. Net Small Project Overrun

If the total actual cost of all of a subrecipient's Public Assistance small projects combined exceeds the total obligated for all small projects, the subrecipient may request additional funding through the appeal process, within 60 days of the latest work completion date of all its Small Projects, as described in the Public Assistance Program and Policy Guide. A net small project overrun appeal will require a review of all small projects and could result in a reduction of funding.

XXIII. Appeals

1. Public Assistance

In the event that a subrecipient does not agree with the determinations made by DHS/FEMA, the subrecipient has the right to file an appeal. This appeal must be submitted in GMS by initiating a New Project Appeal, attaching documented justification supporting the subrecipient's position, specifying the monetary figure in dispute and the provisions in federal law, regulation, or policy with which the subrecipient believes the initial action was inconsistent. Additionally, for disasters declared on or after January 1, 2022, subrecipients must submit appeals using DHS/FEMA's Grants Portal system, in addition to GMS. An appeal must be submitted by the subrecipient within the following time frames:

a. Any DHS/FEMA determination – 60 days from the written notice of the determination being made.

b. Second Appeal – 60 days from the written notice of the determination made on the previous appeal.

Appeals should be addressed to the TDEM's Deputy Chief of Recovery & Mitigation and should contain additional information that the subrecipient wants to have considered. Upon receipt of an appeal from Subrecipient, TDEM will review the material submitted, and forward the appeal with a written recommendation to DHS/FEMA within 60 days.

For presidentially declared disasters on or after October 30, 2012, a subrecipient may choose to arbitrate in lieu of submitting a second appeal. The arbitration program is designed to offer an alternate second appeal process by providing final adjudication through an independent, neutral panel of arbitrators for particular PA projects involving a dispute equal to or in excess of $500,000 (or $100,000 if the Applicant is in a "rural area", defined as having a population of less than 200,000 living outside an urbanized area) and must be filed within 60 days of receipt of the first appeal decision. For specific information, refer to 44 CFR § 206.206.

2. Hazard Mitigation

In the event that a subrecipient does not agree with the determinations made by DHS/FEMA, the subrecipient has the right to file an appeal. This appeal must be submitted in GMS by initiating a New Project Appeal, attaching documented justification supporting the subrecipient's position, specifying the monetary figure in dispute and the provisions in federal law, regulation, or policy with which the subrecipient believes the initial action was inconsistent. In accordance with 44 C.F.R §206.440, an appeal must be submitted by the subrecipient within the following time frames:

a. Any DHS/FEMA or TDEM determination – 60 days from the date of the determination of the appeal written on the DHS/FEMA letter;

b. Second Appeal – 60 days from the written notice of the determination made on the previous appeal. The decision of the Second Appeal is final and not subject to arbitration.

Appeals must be addressed to the State Hazard Mitigation Officer (SHMO) and should contain additional information, in accordance with Hazard Mitigation Assistance (HMA) guidance, that the subrecipient wants to have considered by DHS/FEMA. Upon receipt of an appeal from the subrecipient, TDEM will forward the appeal to DHS/FEMA within 60 days.

XXIV. Requests for Reimbursement

Subrecipient will request payment of funds on projects by initiating a request for reimbursement (RFR) in GMS or an advance of funds request (AFR) through GMS. The request must include documentation supporting the request.

Payments for open projects must be requested at least quarterly if expenditures have been made in that quarter**.** If payment is not requested quarterly, Subrecipient is subject to enforcement mechanisms described in the Enforcement section (XIV). Additional monitoring may be required of subrecipients if funds are advanced.

Small projects will be paid upon completion of work and submission of all necessary closeout documentation to TDEM. Due to the increase of the small project maximum, subrecipients may require an Advance of Funds to pay eligible costs of approved project scopes of work.

XXV. Quarterly Report Requirements

Subrecipients must submit quarterly progress reports (QPR) for open, large projects in Public Assistance, all Hazard Mitigation Grant Program, Building Resilient Infrastructure and Committees (BRIC), and Pre-Disaster Mitigation Grant projects using GMS. QPRs are due to TDEM the 15th of the month after the reporting period ends. The reporting period consists of 4 3-month periods:

a. Quarter 1 (Q1): October – December
b. Quarter 2 (Q2): January – March
c. Quarter 3 (Q3): April – June
d. Quarter 4 (Q4): July – September

Failure to submit required QPRs that demonstrate appropriate project progress for two or more quarters, or Requests for Reimbursement (RFR) not submitted quarterly, can result in the withholding or de-obligation of funding for subrecipients until all QPRs are submitted to TDEM.

TDEM may use the data provided in QPRs when considering requests for overruns, period of performance extensions, or any other award activity. If projects are not progressing, TDEM will require additional reporting or may take any other appropriate action to comply with required standards.

XXVI. Equipment Records

When an individual item of equipment is no longer required for federally-funded programs or projects, Subrecipient must calculate the current fair market value of the individual item. If items have a fair market value in excess of $5,000.00, Subrecipient must make DHS/FEMA aware. For full rules and regulations regarding purchased

equipment, reference 2 C.F.R. 200.313.

XXVII. FEMA Public Assistance Portal and FEMA GO

In addition to TDEM's Grants Management System, must utilize the required DHS/FEMA grant management systems. The FEMA Public Assistance Delivery Model, or Simplified Application process, is used to facilitate the writing of project worksheets in FEMA's Grants Portal system (Portal). The subrecipient must establish and maintain an active account in the Portal. It is the subrecipient's responsibility to provide and upload timely, all information requested that is needed to write accurate project worksheets. The Portal provides the subrecipient visibility of the entire project writing process.

The FEMA Grant Outcomes (FEMA GO) platform is used to facilitate the application, tracking, and management of Hazard Mitigation Grant Programs (HMGP) including Building Resilient Infrastructure and Communities (BRIC), Flood Mitigation Assistance (FMA), and HMGP Post Fire Assistance. The subrecipient is responsible for requesting and maintaining an active account in FEMA GO and responding timely to any information requested in order to complete the award process.

The use of FEMA's Grants Portal and FEMA GO do not eliminate the requirement to use TDEM's Grants Management System.

XXVIII. Indirect Cost Rates

The subrecipient may use the negotiated Indirect Cost Rate approved by its cognizant agency, or may use the 10 percent de minimis rate of modified total direct costs (MTDC) (as per 2 C.F.R. § 200.414) when receiving Management Costs.

XXIX. Request for Information

TDEM and/or DHS/FEMA may request additional information from the subrecipient throughout the life cycle of this grant. This process, the Request for Information, herein referred to as RFI. DHS/FEMA RFIs may be received directly from TDEM's Grants Management System (GMS), FEMA systems (FEMA Grants Portal & FEMA GO), DHS/FEMA employees, or indirectly through TDEM representatives. DHS/FEMA RFI timeframes may vary, but due dates are always communicated upon transmission of the RFI. The TDEM RFI policies can be found in Exhibits G & H.

Exhibits

Exhibit A: Assurance – Non-Construction Programs

(See Standard Form 424B)

As the duly authorized representative of subrecipient, I certify that subrecipient

1. Has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management and completion of the project described in this grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C.§§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to

confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C.§§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501- 1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000.00 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C.§§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C.§§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical,

and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C.§§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

Exhibit B: Assurances – Construction Programs

(See Standard Form 424D)

As the duly authorized representative of subrecipient, I certify that subrecipient:

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the agreement.

11. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

12. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally- assisted construction sub-agreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the

following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C.§§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this grant.

Exhibit C: Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or 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.

2. 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 or a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.

3. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. 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.

4. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the subrecipient certifies that it and its principals and vendors:

    a. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List at: www.window.state.tx.us/procurement/prog/vendor_performance/debarred.

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

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;

d. Have not within a three-year period preceding this grant had one or more public transactions (federal, state, or local) terminated for cause or default; or

e. Where subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this grant. (Federal Certification).

5. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

6. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and subrecipient will require such compliance in any subgrants or contract at the next tier.

7. Subrecipient will comply with the Drug-free Workplace Act, in Subpart B of 2 C.F.R. Part 3001.

8. Subrecipient is not delinquent on any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

9. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this grant.

10. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this grant.

Exhibit D: State of Texas Assurances

As the duly authorized representative of subrecipient, I certify that subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.

3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.

7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications are met. (See UGMS Section _.36 for additional guidance on contract provisions).

8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.

9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g)§§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this grant.

10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.

11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91- 646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-

29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1977, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water underthe Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.

22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at SAM.gov.

25. Shall adopt and implement applicable provisions of the model HIV/AIDS workplace guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

Exhibit E: Environmental Review

As the duly authorized representative of subrecipient, I certify that subrecipient:

1. Shall assess its federally funded projects for potential impact to environmental resources and historic properties.

2. Shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.

3. Shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and TDEM will not authorize or release Grant funds for non-compliant projects.

4. As soon as possible upon receiving this grant, shall provide information to TDEM to assist with the legally required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.

5. Shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.

6. Shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.

7. If ground disturbing activities occur during project implementation, subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

Exhibit F: Additional Grant Certifications

1. Public Assistance and Hazard Mitigation Program Grant (HMGP)
   a. Match Certifications

      Subrecipient certifies that it has the ability to meet or exceed the cost share required for all subawards (projects) and amendments (versions) under this Grant Agreement.

   b. Duplication of Program Statement

      Subrecipient certifies there has not been, nor will be, a duplication of benefits for this project Match Certification.

   c. Federal Debt Disclosure

      Subrecipient certifies that it not delinquent on and Federal debt.

2. HMGP Only
   a. Maintenance Agreement

      Applicant certifies that there is a Maintenance Agreement needed for this facility and that a copy of that agreement will be provided to TDEM.

   b. Environmental Justice Statement

      Federal Executive Order 12898 compliance requirements – If there are any concentration of low income of minority populations in or near the HMGP projects:

      i. Applicant certifies that the HMGP project result will not result in a disproportionately high effect on low income or minority populations.

      OR

      ii. Applicant certifies that actions will be taken to ensure of environmental justice for low income and minority populations related to this HMGP project.

Exhibit G: Request for Information Policy

Timelines for providing complete and accurate information and documentation are crucial to the success of the overall Grant Program and to the timely completion and closure of awarded projects. TDEM has developed a framework following a progressive series of communications for the Subrecipient, referred to as Request for Information (RFI). TDEM will work with Subrecipients throughout the RFI process as communication is the key to success.

This policy will be applied to Public Assistance and Hazard Mitigation projects for management and closeout activities after obligation. This policy will address non-responsive and inadequate responses to requests for information. Although the timeline outlines milestones to be completed, nothing limits the ability of TDEM from sending communications.

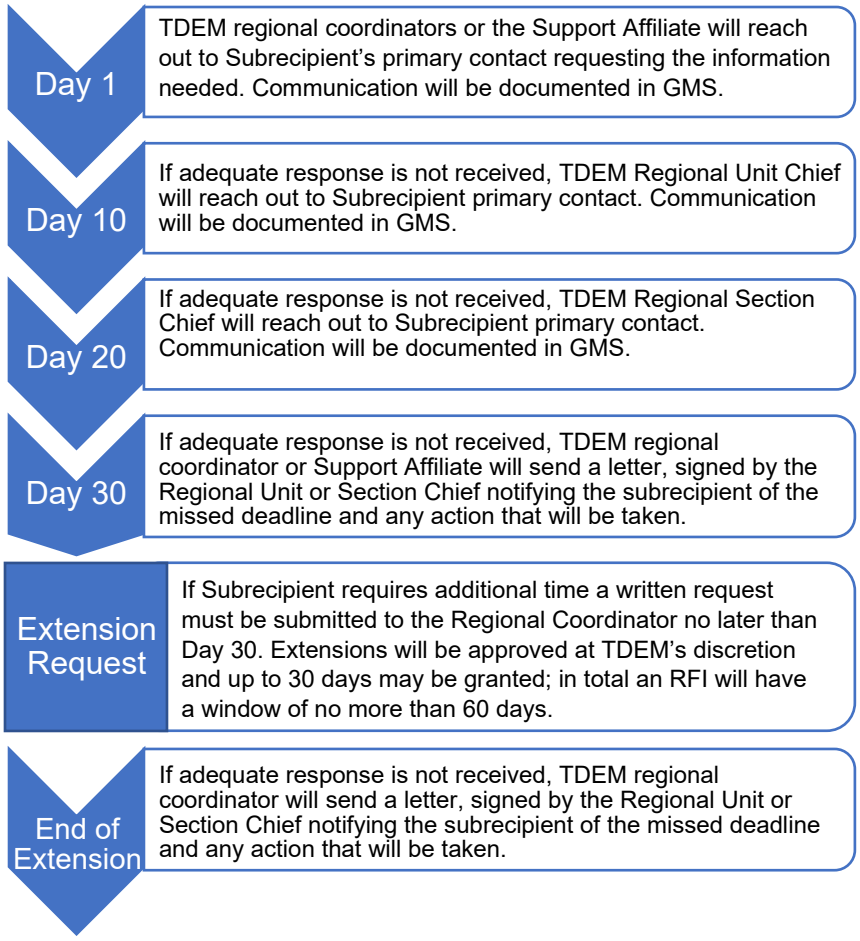

Exhibit H: Pre-Obligation Request for Information Policy

Timelines for providing complete and accurate information and documentation are crucial to the success of the overall Grant Program and to the timely obligation of projects. TDEM has developed a framework following a progressive series of communications for the subrecipient, referred to as Request for Information (RFI). TDEM will work with subrecipients throughout the RFI process as communication is the key to success.

This policy will be applied to Hazard Mitigation projects for management activities pre-obligation. This policy will address non-responsive and inadequate responses to requests for information. The timeline outlined below represents a single, 15-day period beginning from TDEM's first review of Subrecipient's application. Failure to supply timely responses could result in dismissal of application or award submission. Although the timeline outlines milestones to be completed, nothing limits the ability of TDEM from sending communications.

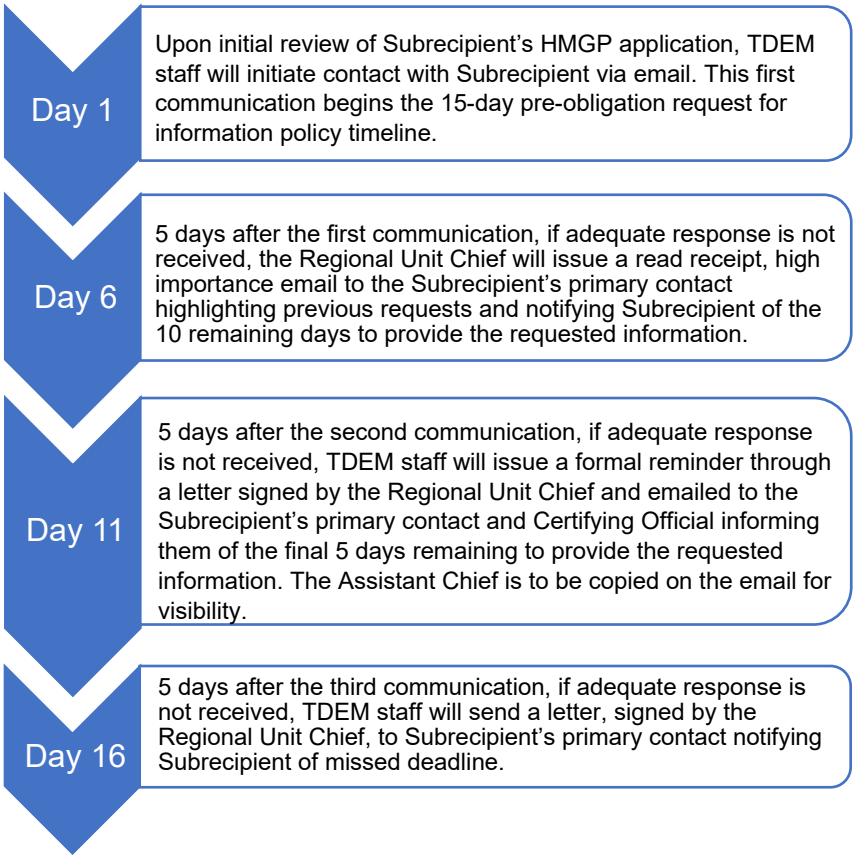

Exhibit I: Recoupment of Funds

Procedure Summary

1. This procedure is to ensure responsible spending of federal dollars, 2 CFR § 200.344 and 2 CFR § 200.345 require that the State of Texas and the Texas Division of Emergency Management (TDEM) act to identify and recover any improper payments.

2. This procedure applies to all Division subrecipients that receive funds from or through TDEM and explains the process by which funding to subrecipients will be recovered in the event that such funding is determined to be an overpayment or is not expended appropriately under the terms and conditions between TDEM and the subrecipient and/or applicable FEMA program, statue, regulations, or guidance.

3. The federal dollars described in this policy are passed through the Division, which serves as the Governor's authorized representative for certain federal grants and awards. Any amount of debt owed to the federal government is ultimately the responsibility of the State of Texas, not specifically the responsibility of the Division.

Procedure

1. Applicability of Recoupment

    1.1. This procedure will be applied to subrecipients that have been determined by the Division to have received an overpayment or that the Division determines has not spent federal funds in accordance with their grant or financial award.

2. Recipient's Responsibilities

    2.1. subrecipients are required to sign Grant Terms and Conditions prior to receipt of funds that stipulate subrecipients shall refund to the Division any sum that has been determined by the Division to be an overpayment to Subrecipient or that the Division determines has not been spent by Subrecipient in accordance with their grant or financial award.

    2.2. No refund payment(s) shall be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted under the applicable program.

    2.3. Subrecipients shall make such refund to the Division within thirty (30) calendar days after the Division requests such refund.

3. Division Collection Actions

3.1. Upon determination that a subrecipient has received an overpayment or has not expended funds in accordance with the grant or fiscal award, the following steps will be taken:

3.1.1. First Formal Communication: A recoupment letter will be sent to the subrecipient's Authorized Agent(s) highlighting the amount of federal funds owed, electronic transfer information, and the requirement to repay the amount within thirty (30) calendar days.

3.1.1.1. The communication will be sent using electronic mail to the designated agent identified in the grant/funding application, and;

3.1.1.2. Posted in TDEM's Grants Management System (GMS), and;

3.1.2. The Division will confirm receipt of the recoupment letter by either receiving a written confirmation from the subrecipient or making documented verbal contact with the subrecipients designated agent, mayor, or county judge as applicable.

3.1.3. If the subrecipient fails to make repayment of the amount identified in the recoupment letter within thirty (30) business days of receipt of the letter, the Division may offset an applicant's owed funds against current available funding due to applicant unless an agreement to return funding is reached with the applicant as approved by TDEM

3.1.4. If the repayment is not made, the Division shall send an additional notice to the subrecipient by electronic mail and posted to the TDEM Grants Management System (GMS) thirty (30) to forty-five (45) days after the first letter was sent and then confirm receipt of the recoupment letter by either receiving a written confirmation from the subrecipient or making documented verbal contact with the subrecipients designated agent, mayor, or county judge as applicable. This letter will indicate the amount of funds that have been transferred to offset the amount due and remaining balance or will confirm if offset will occur. In addition, the letter will contain information related to recoupment options that may be taken in accordance with section 3.2 Delinquent Accounts.

If the repayment is not made after the second letter, the Division shall send a third notice to the subrecipient by electronic mail and posted to the TDEM Grants Management System (GMS) thirty (30) to forty-five (45) days after the second letter was sent and then confirm receipt of the recoupment letter by either receiving a written confirmation from the subrecipient or making documented verbal contact with the subrecipients designated agent, mayor, or county judge as applicable. This letter will indicate the amount of funds that have been

transferred to offset the amount due and remaining balance or will confirm if offset will occur. In addition, the letter will contain information related to recoupment options that may be taken in accordance with section 3.2 Delinquent Accounts.

3.1.5. If the subrecipient fails to make repayment of the amount identified in the recoupment letter or enter an agreement to repay the funding with the Division approved by TDEM within one hundred twenty (120) days from the date that the original recoupment letter was sent, the Division will take any and all authorized actions to withhold funding for other grants, including issuing a State Comptroller Warrant Hold and/or referring the matter to the attorney general. The Division shall notify the subrecipient of any such decision.

3.2. Delinquent Accounts

3.2.1. Delinquency Determination

3.2.1.1. If a subrecipient fails to make repayment of the amount identified in the recoupment letter or enter an agreement approved by TDEM to repay the funding with the Division within 120 days from the date the original recoupment letter was sent, the Division may determine that the account is delinquent.

3.2.1.2. At TDEM's sole discretion, TDEM may authorize payment plans that fully reimburse the full amount owed over a 1–9-month period or prior to the end of the grant period. From time to time, variances in approved timelines may occur based on the phase of the grant process and other timelines determined by FEMA such as periods of performance and closeout liquidation periods.

3.2.1.3. Should a subrecipient enter into a payment plan and then fail to make more than one timely payment, the payment plan shall be considered invalid and the full balance shall be due within 30 calendar days. If payment is not made within 30 days, the actions contained within Section 3.1.7 and Section 3.2.

3.2.2. Warrant Hold Process

3.2.2.1. Once the Division has determined that the debt is delinquent, the Division may utilize the state comptroller's warrant hold process to ensure payments are not issued to the individual or entity that is indebted to the state.

3.2.3. Referral to the Attorney General

3.2.3.1. Once the account is determined to be delinquent, the Division may determine whether to refer the account to the Attorney General through the System Office of the General Counsel.

3.2.3.2. The determination as to the manner in which to pursue the collection of the account must consider the following:

3.2.3.2.1. The size of the debt;

3.2.3.2.2. The existence of any security or collateral;

3.2.3.2.3. The likelihood of collection through passive means;

3.2.3.2.4. The cost to the Division or Attorney General in attempting to collect the obligation; and

3.2.3.2.5. The availability of resources within the Division or Attorney General to devote to the collection of the obligation.

3.2.4. Referral to the Attorney General

3.2.4.1. Upon a determination to refer to the Attorney General, the Division shall notify the subrecipient of the delinquency status of the account, including the amount in no more than two mailed letters.

3.2.4.1.1. The first demand letter shall be mailed USPS First Class Mail within 30 days after the debt has been determined delinquent and an Attorney General referral is desired.

3.2.4.1.2. The second demand letter shall be mailed USPS First Class Mail between 30-60 days after the first demand letter was mailed if repayment of the amount has not occurred.

3.2.4.2. If the Division determines that it will refer the matter to the Attorney General, it shall, through the System Office of the General Counsel, notify the Attorney General around the 90th day after the first demand letter was sent.

3.3. The Division shall maintain copies of all communications with the subrecipients regarding the recoupment of the grant or financial award funding.

4. TDEM's Ability to Remedy

Nothing in this procedure shall limit TDEM's ability to implement alternative remedies for which it has authority to resolve outstanding recoupments.

Nothing in this policy shall prohibit TDEM from immediately taking any recoupment action after the first thirty (30) day notice has been issued requesting repayment.

Related Statutes, Policies, or Requirements

- Texas A&M University System Regulation 21.01.04
- 1 Tex. Admin. Code Section 59.2
- Tex. Gov't Code Section 403.055
- Tex. Gov't Code Chapter 2107
- Texas A&M University System Office Collection and Write-off Guidance
- Texas A&M University System Regulation 09.04.01

Grant Acknowledgement, Agreement and Signature

Please provide your signature next to each item in acknowledgement you have received, read, understand, and agree to abide by the terms.

I, _____ , the undersigned and Certifying Official of
Printed Name

_____ understand that TDEM strongly encourages refresher
Subrecipient Name

training in federal procurement standards as variances from these standards account for the majority of funding deobligation. I also certify that I have read and understand each section of the above agreement. My signatures below serve as Subrecipient agreement to comply with all laws, rules, regulations, and policy presented.

_____ Signature	Agreement Authority
_____ Signature	Agreement (Section I – XXIX)
_____ Signature	Exhibit A: Assurance – Non-Construction Programs
_____ Signature	Exhibit B: Assurance – Construction Programs
_____ Signature	Exhibit C: Certifications for Grant Agreements
_____ Signature	Exhibit D: State of Texas Assurances
_____ Signature	Exhibit E: Environmental Review Certification

_____ Signature	Exhibit F: Additional Grant Certifications
_____ Signature	Exhibit G: Request for Information Policy
_____ Signature	Exhibit H: Pre-Obligation Request for Information Policy
_____ Signature	Exhibit I: Recoupment of Funds

Please sign below to acknowledge subrecipient's acceptance of this grant and all exhibits and subrecipient's agreement to abide by all terms and conditions.

Signature of Certifying Official	**Date**
Printed Name	**Title**

Commissioners Court - Regular Session **56.**

Meeting Date: 09/16/2025

Approval of the FY26 Family Eldercare Contract

Submitted By: Sharrion Threadgill, All County Courts

Department: County Court At Law #4

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action for approval of the FY26 Family Eldercare Contract.

Background

Family Eldercare provides guardian-related and community-based services to the County's indigent population. A portion of the contract amount is paid from the Court-initiated Guardianship Fund. The remainder is covered in the CCL4 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Family Eldercare Contract FY26

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	08/28/2025 02:00 PM
Form Started By: Sharrion Threadgill		Started On: 08/28/2025 09:57 AM
Final Approval Date: 08/28/2025		

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

CONTRACT
IN THE PUBLIC INTEREST
BETWEEN
WILLIAMSON COUNTY, TEXAS
AND
FAMILY ELDERCARE
(FY 2026)
(Probate Court Operations- County Court at Law #4)

THIS CONTRACT is entered into by and between WILLIAMSON COUNTY, a political subdivision of the State of Texas, hereinafter referred to as ("WILLIAMSON COUNTY"), and FAMILY ELDERCARE, hereinafter referred to as ("FAMILY ELDERCARE").

WITNESSETH

WHEREAS, WILLIAMSON COUNTY has an interest in supporting guardianships for individuals who are unable to care for themselves and have no family or friends to serve as guardian;

WHEREAS, FAMILY ELDERCARE has an interest in supporting the provision of community and county-wide eldercare support services;

WHEREAS, WILLIAMSON COUNTY believes that it is in the public interest to enter into this CONTRACT with FAMILY ELDERCARE;

NOW, THEREFORE, THE PARTIES agree as follows:

1. **Public Purpose and Public Benefit**. FAMILY ELDERCARE will operate as an independent contractor in Williamson County, Texas. FAMILY ELDERCARE shall use the funding paid hereunder to perform the services and achieve the broad goals outlined in this CONTRACT, *which must be based on referrals from Williamson County*

through the Presiding Judge of the County Court at Law #4. The services include, but are not limited to the following items in order to complete the project:

- **Guaranteed availability of Guardianship of the Person ("GP") services for up to 36 residents as described in the Proposal from Family Eldercare, set forth in the attached Exhibit "A" and dated August 22, 2025, which is incorporated herein as if copied in full; and**

- **Guaranteed availability of guardianship services for residents that require both Guardianship of the Person and Estate ("GPE") services and for residents who only require Guardianship of the Estate ("GE") services, up to a combined total of 5 GPE or GE residents. These GPE and GE services are specifically excluded from the 36 GP resident slots referenced above and described in attached Exhibit "A."**

2. **Reports/Payment**. FAMILY ELDERCARE shall provide to WILLIAMSON COUNTY quarterly and annual financial reports in a form agreed upon by WILLIAMSON COUNTY, and FAMILY ELDERCARE shall cooperate with annual inspections and audits that WILLIAMSON COUNTY or the auditor on behalf of WILLIAMSON COUNTY may make to ensure service standards and fiscal responsibility.

In return, WILLIAMSON COUNTY agrees to pay from funding provided by WILLIAMSON COUNTY to FAMILY ELDERCARE the full yearly amount of **$120,000.00 payable in monthly installments of $10,000.00 after October 1, 2025 and *prior* to the end of FY 2026 or September 30, 2026.**

3. **Reimbursement of Funds.** Despite the agreed upon method of payment set forth above, FAMILY ELDERCARE agrees to return to WILLIAMSON COUNTY all funds distributed to FAMILY ELDERCARE if (a.) FAMILY ELDERCARE's use of the funds for intended purposes is insufficient; (b.) this CONTRACT is terminated for any reason; (c.) FAMILY ELDERCARE fails in any other respect under this CONTRACT; (d.) FAMILY ELDERCARE changes its operations in such a way that, in WILLIAMSON COUNTY's opinion, the FAMILY ELDERCARE no longer serves a public purpose; or (e) FAMILY ELDERCARE conveys, leases or otherwise transfers its interest in the its operations to another entity without the prior written consent of WILLIAMSON COUNTY, which such consent shall not be unreasonably withheld provided the successor entity continues to use a public purpose consistent with the spirit of this CONTRACT. The reimbursement of funds shall be prorated based on those portions that were reasonably used for intended purposes.

4. **Records**. FAMILY ELDERCARE shall keep sufficient records of all of its expenditures in connection with services rendered pursuant to this CONTRACT.

FAMILY ELDERCARE agrees that WILLIAMSON COUNTY'S auditors shall have the right to audit such FAMILY ELDERCARE records on an annual basis along with their regular review of records in a manner and form to be agreed upon by WILLIAMSON COUNTY and FAMILY ELDERCARE. FAMILY ELDERCARE further 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 FAMILY ELDERCARE which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. FAMILY ELDERCARE expressly agrees that WILLIAMSON COUNTY shall have access during normal working hours to all necessary FAMILY ELDERCARE facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Additionally, WILLIAMSON COUNTY shall give FAMILY ELDERCARE reasonable advance notice of intended audits.

5. **Independent Contractor/Indemnity**. It is understood and agreed that FAMILY ELDERCARE is not and shall not in any sense be considered an employee, partner or joint venturer with WILLIAMSON COUNTY, additionally neither shall FAMILY ELDERCARE be considered or in any manner hold itself out as an agent or official representative of WILLIAMSON COUNTY. FAMILY ELDERCARE shall be considered an independent contractor for purposes of this CONTRACT and shall in no manner incur any expenses or liability on behalf of WILLIAMSON COUNTY.

FAMILY ELDERCARE FURTHER AGREES TO HOLD WILLIAMSON COUNTY HARMLESS FOR ANY AND ALL CLAIMS BY THIRD PARTIES FOR ANY INJURIES, DAMAGES, OR LIABILITY OF ANY KIND ARISING UNDER THIS CONTRACT OR OCCASIONED BY FAMILY ELDERCARE.

6. **Compliance With All Laws**. FAMILY ELDERCARE and WILLIAMSON COUNTY each agree, in connection with the services or any related items to the subject matter of this CONTRACT, to comply with any and all local, state or federal requirements.

7. **Notice**. Any notice required to be given under the terms of this CONTRACT 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, TEXAS 78626

FAMILY ELDERCARE:
FAMILY ELDERCARE
ATTN: Aaron Alarcon
1700 RUTHERFORD LANE
AUSTIN, TEXAS 78754

GENERAL COUNSEL:
GENERAL COUNSEL
OFFICE OF WILLIAMSON COUNTY JUDGE
710 MAIN STREET, SUITE 200
GEORGETOWN, TEXAS 78626

8. No Assignment. This CONTRACT may not be assigned.

9. Termination. Notwithstanding the agreed upon term, this CONTRACT may be terminated upon the occurrence of any of the following:

a. the termination of the corporate or business existence of FAMILY ELDERCARE;
b. the insolvency of FAMILY ELDERCARE, the filing of a petition in bankruptcy either by or against FAMILY ELDERCARE, or an assignment by FAMILY ELDERCARE for the benefit of creditors;
c. the breach by FAMILY ELDERCARE of any of the terms of this CONTRACT and the continuation of such breach for a period of ten (10) days after written notice is given by WILLIAMSON COUNTY to FAMILY ELDERCARE of such breach.
d. upon WILLIAMSON COUNTY's sole discretion with or without cause by providing thirty (30) days written notice.

10. Term. The stated term of this CONTRACT shall be from **October 1, 2025** until **September 30, 2026**, but with on-going contractual obligations relating to audits and record keeping by FAMILY ELDERCARE extending beyond the termination date (and the payment of funds by WILLIAMSON COUNTY).

11. Employees. The parties covenant and agree that each party will pay its own salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Worker's Compensation Insurance and any similar taxes or expenses related to its own employees, including, but not limited to, license fees, insurance premiums and outfitting expenses. The Parties shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its own employees.

12. Venue & 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.

13. 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

14. **Mediation.** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this CONTRACT.

15. **Proof of Non-Profit Status.** FAMILY ELDERCARE has provided proof of status as a 501(c) non-profit corporate entity, which is attached and marked as **"Exhibit B"** and is incorporated herein as if copied in full.

EXECUTED to be effective as of the 1st day of October 2025.

FOR WILLIAMSON COUNTY:

_____
Presiding Officer
Williamson County Commissioners Court
Williamson County, Texas

Date: _____**, 2025**

FOR FAMILY ELDERCARE:

_____
Authorized Agent Aaron Alarcon, PhD, CEO
FAMILY ELDERCARE

Date: August 27**, 2025**

Exhibit "A"

family ELDERCARE

2025 Board of Directors

Cory Macdonald
Board Chair

Anna Vander Broek
Secretary

Charles Curry
Treasurer

Ali Foyt
Christie Hall, M.Ed.
Cortney Jones
Deborah Kerr, PhD
Kanaka Sathasivan, MPH
Monica Pinon
Neha Paymaster

Aaron Alarcon, PhD, CEO

Memorial Board Members

Jackie Lelong
Founder of Family Eldercare
Rudy Belton
Mark Davis
Alva Finck
Susan Sharlot

President's Council

Jacqueline Angel
Jen Berbas
Michelle Bonilla
Tom Buckle
Don Carnes
Ellis "Pat" Craig
John Crane
Clyde Farrell
Cheryl George
Holly Gilman
Cass Grange
Deborah Green
Diane "Dede" Hebner
Grova Jones
Frank Leffingwell
Barbara Lipscomb
Donna Loflin
Ann Marett
J.C. "Dusty" McCormick
Sandy Morris
Gail Sulak
Gaye Thompson
Brent Weber

August 22, 2025

The Honorable John B. McMaster
Williamson County Court at Law #4
405 M.L.K. Street, Box 17
Georgetown, TX 78626

Dear Judge McMaster:

Family Eldercare would like to thank you and the citizens of Williamson County for the opportunity to provide services by our Guardianship Program. Family Eldercare has been providing guardianship services in Williamson County since 2014, serving over 100 individual residents. 100% of these clients were protected from abuse and neglect.

Family Eldercare is seeking a renewal of our current $120,000 contract amount to continue providing our guardianship services in Williamson County.

Funds will be used to provide ongoing personal care management and/or estate management to legally incapacitated Williamson County residents referred by the Court. Family Eldercare will provide guardianship services for as long as they are needed. The benefits to the County of this partnership include:

- Guaranteed availability of Guardianship of the Person ("GP") services for up to 36 Williamson County residents annually (this excludes Guardianship of the Person and Estate ("GPE") residents and Guardianship of the Estate ("GE") only residents);
- Reduced costs to the County related to civil or criminal incidents and emotional/health crises experienced by persons needing guardianship;
- Ongoing protection, care management, and an improved quality of life for vulnerable older and disabled residents who are at risk of fraud, abuse, failing health and neglect; and,
- Housing and support services, located within Williamson County or outside the County, for individuals who need specialized residential care.

I hope you will forward our request to the Williamson County Commissioners Court for their consideration.

Sincerely,

Dr. Aaron Alarcon, PhD
Chief Executive Officer

BBB ACCREDITED CHARITY

:d by St David's FOUNDATION

1700 Rutherford Lane, Austin, TX 78754
p. 512.450.0844 f. 512.459.6436 familyeldercare.org

Exhibit "B"

Internal Revenue Service

Date: February 5, 2004

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
Dalphene Naegele 31-04012
Customer Service Specialist
Toll Free Telephone Number:
8:00 a.m. to 6:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
74-2288387

Family Eldercare, Inc.
2210 Hancock Dr
Austin, TX 78756-2509

Dear Sir or Madam:

This is in response to your request of February 5, 2004, regarding your organization's tax-exempt status.

In January 1984 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than $25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of $20 a day, up to a maximum of $10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

Section 6104 of the Internal Revenue Code requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. The law also requires organizations that received recognition of exemption on July 15, 1987, or later, to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. Organizations that received recognition of exemption before July 15, 1987, and had a copy of their exemption application on July 15, 1987, are also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. For additional information on disclosure requirements, please refer to Internal Revenue Bulletin 1999 - 17.

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,

Janna K. Skulca

Janna K. Skulca, Acting Director, TE/GE
Customer Account Services

Commissioners Court - Regular Session **57.**

Meeting Date: 09/16/2025

Approval of Goods and Services Contract #2025356 for West Arena Setup for Panels and Gates for the Williamson County Expo Center with Priefert Mfg Co Inc. for Parks and Recreation

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Goods and Services Contract #2025356, pursuant to TIPS Contract #230501, with Priefert Mfg Co Inc. for West Arena Setup for Panels and Gates for the Williamson County Expo Center for Parks and Recreation in the amount of $125,173.21 and authorize execution of this agreement, the funding source is P635.

Background

This Goods and Services Contract #2025356, for West Arena Setups for Panels and Gates, pursuant to TIPS Contract 230501, attached between Williamson County and Priefert Mfg. Co. Inc. at Williamson County Expo Center, located at 5350 Bill Pickett Trail, Taylor, TX 76574. Funding Source is P635, the Origination ID is 3223 and the Point of Contact is Jason Brown.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Goods and Services Contract Piefert

1295 Form Priefert REDACTED

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/09/2025 11:14 AM
Form Started By: Vickie Johnson		Started On: 09/03/2025 03:20 PM
Final Approval Date: 09/09/2025		

WILLIAMSON COUNTY
GOODS AND SERVICES CONTRACT

PRIEFERT MFG. CO., INC.

(Quotes: [redacted] and [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 **Priefert Mfg. Co., Inc.** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

Goods: Service Provider shall supply the County the goods for setting up the panels and gates for the West Arena-Rodeo Roping Setups as described in the attached Quotes: [redacted] being marked as **Exhibit "A"** and [redacted] being marked as **Exhibit "B"** which are incorporated herein.

Should the County choose to purchase goods in addition to those described in Exhibit "A" and Exhibit "B", 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 the attached Quotes: [redacted] marked as **Exhibit "A"** and [redacted] marked as **Exhibit "B"** which are incorporated herein.

Should the County choose to add services in addition to those described in Exhibit "A" and Exhibit "B" such additional services shall be described in a separate written amendment to this

Contract wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

Service Provider represents that Service Provider (including Service Provider's agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in Exhibit "A" and Exhibit "B". 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" and Exhibit "B", shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before October 31, 2025, however this date may be amended at the sole discretion of the County. Upon successful completion of the services described in Exhibit "A" and Exhibit "B", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

IV.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in Exhibit "A" and Exhibit "B" and in accordance with COOP contract number TIPS 230501. The not-to-exceed amount for the life of this contract shall be **One Hundred Twenty-Five Thousand One Hundred Seventy-Three Dollars and Twenty-Four Cents ($125,173.21).**

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. As described in the attached Quote No. [redacted] marked as **Exhibit "A";**
B. As described in the attached Quote No. [redacted] marked as **Exhibit "B"**;
C. The cooperative purchasing contract # TIPS 230501, incorporated by reference;
D. Insurance certificates evidencing coverages required herein above and
E. 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___

PRIEFERT MFG. CO., INC.:

Alan Swarts
Authorized Signature

Alan Swarts
Printed Name

Date: September, 2 2025

Exhibit "A"

Quote No. [redacted]

Quotation

2630 South Jefferson Ave • Mount Pleasant, TX 75455
Phone - 903-572-1741 • Fax - 903-572-2798

A-0083044
Sold To: Williamson County Expo Center
5350 Bill Pickett Trail
Taylor, TX 76574
US

Ship To: Williamson County Expo Center
5350 Bill Pickett Trail
Taylor, TX 76574
US

A-0083044
Bill to:: Williamson County Expo Center
5350 Bill Pickett Trail
Taylor, TX 76574
US

Phone: 512-238-2101

Number .....: [redacted]

Date .....: 7/24/2025
Page .....: 1 of 3
Sales order .....:
PO Number.....: [redacted]
Your ref.....: Tips Contract # 230501
Our ref. .....: [redacted]
Quotation deadline .....: 08/29/2025
Discount Terms .....:
Payment .....: Net 30

Ship Via .....: TL

Total Weight .....: 27,452.56

Item Number	Description	Quantity	Unit	Price	Unit	Weight	Amount
This Quote is for the "West Arena-Standard Roping Setup"							
AF2SPAGY	ALLEY FRAME 2 STEER PANEL ALLEY	1.00	Pc	197.16	Pc	85.00	197.16
PLC12	PRIEFERT LOADING CHUTE 12'Loading Chute w/ New Tires! Max unload height 5'	1.00	Pc	3,981.02	Pc	1,655.00	3,981.02
PRCABGY	PRCA ROPING BOX BRACKETConnect PRCA Roping Boxes to the side of a Steer Panel Alley	2.00	Pc	143.84	Pc	47.90	287.68
PRCAG13.5GY	13'5" PRCA ROPING BOX FRONT GATE	2.00	Pc	478.02	Pc	242.95	956.04
PRCAP17LGY	17' PRCA SIDE PANELS FOR ROPING BOXES LEFT	1.00	Pc	745.24	Pc	279.43	745.24
PRCAP17RGY	17' PRCA SIDE PANELS FOR ROPING BOXES RIGHT	1.00	Pc	745.24	Pc	279.43	745.24
PRCAWT12LGY	12' PRCA ROPING BOX W/6'X9' RIDE THRU LEFT	1.00	Pc	1,221.40	Pc	366.04	1,221.40
PRCAWT12RGY	12' PRCA ROPING BOX W/6'X9' RIDE THRU RIGHT	1.00	Pc	1,221.40	Pc	366.04	1,221.40
RC22MBE	ROPING CHUTE 22 MANUAL	1.00	Pc	2,476.90	Pc	676.79	2,476.90
RCS22BE	ROPING CHUTE MODEL 22 SECTION	1.00	Pc	1,333.00	Pc	325.00	1,333.00
RCS22SCBE	RC STRIPPING CHUTE SECTI0N	1.00	Pc	1,551.24	Pc	493.00	1,551.24
RSABF089GY	BOW GATE ARENA 8'X9' FRAME	5.00	Pc	419.12	Pc	1,574.50	2,095.60
RSABG089GY	BOW GATE ARENA 8'X9' RS	6.00	Pc	758.26	Pc	1,350.00	4,549.56

Priefert®

Quotation

2630 South Jefferson Ave • Mount Pleasant, TX 75455
Phone - 903-572-1741 • Fax - 903-572-2798

A-0083044
Sold To: Williamson County Expo Center
5350 Bill Pickett Trail
Taylor, TX 76574
US

Ship To: Williamson County Expo Center
5350 Bill Pickett Trail
Taylor, TX 76574
US

Number .....: [redacted]

Date .....: 7/24/2025
Page .....: 2 of 3
Sales order .....:
PO Number.....: [redacted]
Your ref.....: Tips Contract # 230501
Our ref. .....: [redacted]
Quotation deadline .....: 08/29/2025
Discount Terms .....:
Payment .....: Net 30

Ship Via .....: TL

Total Weight .....: 27,452.56

A-0083044
Bill to:: Williamson County Expo Center
5350 Bill Pickett Trail
Taylor, TX 76574
US

Phone: 512-238-2101

Item Number	Description	Quantity	Unit	Price	Unit	Weight	Amount
RSABG109GY	BOW GATE ARENA 10'X9' RS	9.00	Pc	861.18	Pc	2,025.00	7,750.62
RSABG129GY	BOW GATE ARENA 12'X9' RS	4.00	Pc	899.62	Pc	1,259.60	3,598.48
RSAGSGY	ALLEY GATE, RS SWING CMPL.	1.00	Pc	430.90	Pc	147.00	430.90
RSAP08GY	PANEL 8' ROUGH STOCK ARENA	3.00	Pc	228.78	Pc	231.00	686.34
RSAP10GY	PANEL 10' ROUGH STOCK ARENA	21.00	Pc	254.20	Pc	1,890.00	5,338.20
RSAP12GY	PANEL 12' ROUGH STOCK ARENA	99.00	Pc	275.28	Pc	10,692.00	27,252.72
RSAP14GY	PANEL 14' ROUGH STOCK ARENA	1.00	Pc	331.08	Pc	124.00	331.08
RSAP16GY	PANEL 16' ROUGH STOCK ARENA	2.00	Pc	357.12	Pc	274.00	714.24
RSAPD06GY	PANEL 6' ROUGH STOCK ARENA	1.00	Pc	192.82	Pc	65.00	192.82
RSAWT10GY	WALK THRU 10' RS ARENA	1.00	Pc	546.84	Pc	199.00	546.84
RSAWT12GY	WALK THRU 12' RS ARENA	1.00	Pc	588.38	Pc	230.00	588.38
RSAWTP12GY	WALK THRU 12' RS ARENA PINS	3.00	Pc	606.36	Pc	690.00	1,819.08
RSBG129+8GY	BOW GATE 12'X9' WITH 8" ADDED TO FRAME RS	2.00	Pc	959.76	Pc	650.00	1,919.52
RSBGE04GY	RS BOW GATEXTENSION 48"	4.00	Pc	74.40	Pc	108.00	297.60
RSCP3GY	ROUGH STOCK CONN. POST 3-WAY	6.00	Pc	86.18	Pc	171.00	517.08
RSGA3GY	RS GENDER ADAPTOR 3-WAY	24.00	Pc	9.30	Pc	18.00	223.20
RSP12GY	PANEL 12' ROUGH STOCK	2.00	Pc	278.38	Pc	244.00	556.76
RSSPMBFGY	MOUNT BRCKT SHEET PNL FEMALE	1.00	Pc	53.94	Pc	12.52	53.94
RSSPMBMGY	MOUNT BRCKT SHEET PNL MALE	1.00	Pc	66.96	Pc	15.00	66.96
SP08GY	8' STEER ALLEY PANEL - NEW	6.00	Pc	219.48	Pc	415.56	1,316.88
SP90IDGY	STEER 90 DEGREE ID TURN PANEL - NEW	1.00	Pc	142.60	Pc	35.01	142.60
SP90ODGY	STEER 90 DEGREE OD TURN PANEL - NEW	1.00	Pc	170.50	Pc	65.08	170.50

Priefert®

Quotation

2630 South Jefferson Ave • Mount Pleasant, TX 75455
Phone - 903-572-1741 • Fax - 903-572-2798

A-0083044
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5350 Bill Pickett Trail
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A-0083044
Bill to:: Williamson County Expo Center
5350 Bill Pickett Trail
Taylor, TX 76574
US

Phone: 512-238-2101

Number .....: [redacted]

Date .....: 7/24/2025
Page .....: 3 of 3
Sales order .....:
PO Number.....: [redacted]
Your ref.....: Tips Contract # 230501
Our ref. .....: [redacted]
Quotation deadline .....: 08/29/2025
Discount Terms .....:
Payment .....: Net 30

Ship Via .....: TL

Total Weight .....: 27,452.56

Item Number	Description	Quantity	Unit	Price	Unit	Weight	Amount
SPAFGY	STEER PANEL ALLEY FRAME - NEW	3.00	Pc	118.42	Pc	84.00	355.26
SPAFWSGY	STEER PANEL ALLEY FRAME W/ SHIELD	1.00	Pc	163.06	Pc	32.00	163.06
SPASGY	STEER PANEL ALLEY STOP - PAINT	1.00	Pc	155.00	Pc	34.70	155.00

All prices shown in USD.

Sub total:	76,549.54
Freight:	1,800.00
Tax:	0.00
Total:	78,349.54

Exhibit "B"

Quote No. [redacted]

Quotation

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Phone - 903-572-1741 • Fax - 903-572-2798

A-0083044
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Phone: 512-238-2101

Number .....: [redacted]

Date .....: 7/24/2025
Page .....: 1 of 3
Sales order .....:
PO Number.....: [redacted]
Your ref.....: TIPS Contract # 230501
Our ref. .....: [redacted]
Quotation deadline .....: 08/29/2025
Discount Terms .....:
Payment .....: Net30

Ship Via .....: TL

Total Weight .....: 13,532.82

Item Number	Description	Quantity	Unit	Price	Unit	Weight	Amount
This Quote is for the "West Arena-Rodeo Roping Setup"							
PRCAG13.5GY	13'5" PRCA ROPING BOX FRONT GATE	2.00	Pc	478.02	Pc	242.95	956.04
PRCAP17LGY	17' PRCA SIDE PANELS FOR ROPING BOXES LEFT	1.00	Pc	745.24	Pc	279.43	745.24
PRCAP17RGY	17' PRCA SIDE PANELS FOR ROPING BOXES RIGHT	1.00	Pc	745.24	Pc	279.43	745.24
RC22CBE	ROPING CHUTE 22 MANUAL COMPETITION	1.00	Pc	2,852.00	Pc	680.00	2,852.00
RCS22CPINBE	ROPING CHUTE MODEL 22 COMP. SEC	1.00	Pc	1,287.74	Pc	325.00	1,287.74
RSAGSGY	ALLEY GATE, RS SWING CMPL.	11.00	Pc	430.90	Pc	1,617.00	4,739.90
RSBG057GY	BOW GATE 5'X7' RS	5.00	Pc	714.24	Pc	875.00	3,571.20
RSBG107-DCGY	BOW GATE 10'X7' RS	5.00	Pc	792.98	Pc	1,574.50	3,964.90
RSBG109GY	BOW GATE 10'X9' RS	3.00	Pc	939.30	Pc	909.00	2,817.90
RSCP3GY	ROUGH STOCK CONN. POST 3-WAY	31.00	Pc	86.18	Pc	883.50	2,671.58
RSCPPGY	ROUGH STOCK POST PAD	31.00	Pc	22.93	Pc	651.00	710.83
RSP08GY	PANEL 8' ROUGH STOCK	1.00	Pc	230.64	Pc	90.00	230.64
RSP10GY	PANEL 10' ROUGH STOCK	12.00	Pc	255.44	Pc	1,284.00	3,065.28
RSP12GY	PANEL 12' ROUGH STOCK	7.00	Pc	278.38	Pc	854.00	1,948.66
RSWT10GY	WALK THRU 10' ROUGH STOCK	5.00	Pc	616.90	Pc	1,055.00	3,084.50
RSGA3GY	RS GENDER ADAPTOR 3-WAY	12.00	Pc	9.30	Pc	9.00	111.60
REQUEST	SPECIAL REQUEST	1.00	Pc	1,085.00	Pc	0.00	1,085.00

Quotation

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A-0083044
Sold To: Williamson County Expo Center
5350 Bill Pickett Trail
Taylor, TX 76574
US

Ship To: Williamson County Expo Center
5350 Bill Pickett Trail
Taylor, TX 76574
US

A-0083044
Bill to:: Williamson County Expo Center
5350 Bill Pickett Trail
Taylor, TX 76574
US

Phone: 512-238-2101

Number .....: [redacted]

Date .....: 7/24/2025
Page .....: 2 of 3
Sales order .....:
PO Number.....: [redacted]
Your ref.....: TIPS Contract # 230501
Our ref. .....: [redacted]
Quotation deadline .....: 08/29/2025
Discount Terms .....:
Payment .....: Net30

Ship Via .....: TL

Total Weight .....: 13,532.82

Item Number	Description	Quantity	Unit	Price	Unit	Weight	Amount
CUSTOM PRCAP12R	Build like a PRCAWT12R without the gate. Powder coated grey.						
REQUEST	SPECIAL REQUEST	1.00	Pc	1,085.00	Pc	0.00	1,085.00
CUSTOM PRCAP12L.	Build like a PRCAWT12L without the gate. Powder coated grey.						
REQUEST	SPECIAL REQUEST	3.00	Pc	310.00	Pc	0.00	930.00
CUSTOM RSBF089	BUIILT 7'5" outside to outside of the female connectors on the end of the bow frame. Powder coated grey.						
REQUEST	SPECIAL REQUEST	2.00	Pc	992.00	Pc	0.00	1,984.00
CUSTOM RSBG089	BUIILT 7'5" outside to outside of the female connectors on the end of the bow gate. Powder coated grey.						
REQUEST	SPECIAL REQUEST	2.00	Pc	329.22	Pc	0.00	658.44
CUSTOM RSAP08SB.	Build like RSAP10SB only in 8' size. Powder coated grey.						
REQUEST	SPECIAL REQUEST	1.00	Pc	659.68	Pc	0.00	659.68
CUSTOM RSAWT10SB.	Build with sheeting to match the height of the sheeting on a RSAP10SB. Powder coated grey.						
RSBG089GY	BOW GATE 8'X9' RS	1.00	Pc	914.50	Pc	279.00	914.50
RSAP10SBGY	PANEL 10' ROUGH STOCK ARENA SHEETED	5.00	Pc	354.64	Pc	685.00	1,773.20

Quotation

2630 South Jefferson Ave • Mount Pleasant, TX 75455
Phone - 903-572-1741 • Fax - 903-572-2798

A-0083044
Sold To: Williamson County Expo Center
5350 Bill Pickett Trail
Taylor, TX 76574
US

Ship To: Williamson County Expo Center
5350 Bill Pickett Trail
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A-0083044
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5350 Bill Pickett Trail
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US

Phone: 512-238-2101

Number .....: [redacted]

Date .....: 7/24/2025
Page .....: 3 of 3
Sales order .....:
PO Number.....: [redacted]
Your ref.....: TIPS Contract # 230501
Our ref. .....: [redacted]
Quotation deadline .....: 08/29/2025
Discount Terms .....:
Payment .....: Net30

Ship Via .....: TL

Total Weight .....: 13,532.82

Item Number	Description	Quantity	Unit	Price	Unit	Weight	Amount
RSAP12SBGY	PANEL 12' ROUGH STOCK ARENA SHEETED	2.00	Pc	393.08	Pc	310.00	786.16
RSBG129GY	BOW GATE 12'X9' RS	2.00	Pc	949.22	Pc	650.00	1,898.44
REQUEST	SPECIAL REQUEST	2.00	Pc	248.00	Pc	0.00	496.00

CUSTOM LENGTH RSP08. Build 7'5" long from outside to outside of the female connectors on the end of the panel. Powder Coated grey.

All prices shown in USD.

Sub total:	45,773.67
Freight:	1,050.00
Tax:	0.00
Total:	46,823.67

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:
2025-1352777

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.
Priefert Mfg. Co., Inc.
Mount Pleasant, 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.
230501
Panels & Gates for animal control

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Priefert, William	Mount Pleasant, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is DAVID K. SMITH, 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 Titus County, State of Texas, on the 3 day of Sept (month), 20 25 (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1352777

Date Filed:
08/20/2025

Date Acknowledged:
09/03/2025

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

Priefert Mfg. Co., Inc.
Mount Pleasant, 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.

230501
Panels & Gates for animal control

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Priefert, William	Mount Pleasant, 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 **58.**

Meeting Date: 09/16/2025

Approval of Goods and Services Contract #2025357 for Portable Bleachers for New West Arena at Williamson County Expo Center with Century Industries, LLC for Parks and Recreation

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Goods and Services Contract #2025357, pursuant to HGAC Contract PR11-20A09, with Century Industries, LLC for Portable Bleachers for New West Arena at Williamson County Expo Center for Parks and Recreation in the amount of $269,004.00 and authorize execution of this agreement, the funding source is P635.

Background

This Goods and Services Contract #2025357, for Portable Bleachers for the New West Arena, pursuant to HGAC Contract PR11-20A09, attached between Williamson County and Century Industries, LLC at Williamson County Expo Center, located at 5350 Bill Pickett Trail, Taylor, TX 76574. Funding Source is P635, the Origination ID is 3405 and the Point of Contact is Jason Brown.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Goods and Services Contract #2025357 with Century Industries REDACTED

Form 1295 Century Industries REDACTED

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/09/2025 09:46 AM
Form Started By: Vickie Johnson		Started On: 09/03/2025 12:09 PM
Final Approval Date: 09/09/2025		

WILLIAMSON COUNTY
GOODS AND SERVICES CONTRACT
CENTURY INDUSTRIES LLC
(Contract No. PR11-20A09)

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

I.

Goods: Century shall supply the Purchaser portable bleachers for the New West Arena at the Williamson County Expo Center as described in the attached **Contract No. PR11-20A09** being marked as **Exhibit "A"** which is incorporated herein provided to the extent it meets or exceeds the Purchaser's solicitation, if applicable.

Should the Purchaser 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 Purchaser for the additional goods. Century shall not provide any additional goods, and the Purchaser shall not be obligated to pay for any additional goods unless a written amendment has been signed by both parties.

II.

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

Should the Purchaser 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 Purchaser for the additional services. Century shall not begin any

additional services and the Purchaser shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

Century represents that Century (including Century'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." Century 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 Purchaser. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before **November 16, 2026**, however this date may be amended at the sole discretion of the Purchaser. 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: Century will be compensated based on a fixed sum as set out in **Exhibit "A"** and in accordance with COOP contract number HGAC PR11-20A09. The not-to-exceed amount for the life of this contract shall be **Two Hundred, Sixty-Nine Thousand and Four Dollars ($269,004.00)**.

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 Purchaser 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 Purchaser 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 Purchaser'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 Purchaser 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 Purchaser agrees to provide exemption certificates to Century upon request. Likewise, the Purchaser is neither liable for any taxes, charges, or fees assessed against Century for the supplies or products provided or any Services rendered.

V.

Insurance: Century shall provide and maintain, until the services covered in this Contract

is completed and accepted by the Purchaser, 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 an A.M. Best Company or otherwise acceptable to the Purchaser and name the Purchaser 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

Century, 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 Purchaser.

Upon execution of this Contract, Century shall provide the Purchaser with insurance certificates evidencing compliance with the insurance requirements of this Contract.

VI.

No Agency Relationship & Indemnification: It is understood and agreed that Century shall not in any sense be considered a partner or joint venturer with the Purchaser, nor shall Century hold itself out as an agent or official representative of the Purchaser. Century 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 Purchaser other than what may be expressly allowed under this Contract. The Purchaser 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 Century or failure to act relating to the services being provided.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE CENTURY SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE PURCHASER'S CHOOSING), AND HOLD HARMLESS THE PURCHASER, AND THE PURCHASER'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 CENTURY, 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. CENTURY 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, CENTURY SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE PURCHASER'S CHOOSING), AND HOLD HARMLESS THE PURCHASER, AND THE PURCHASER'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 CENTURY 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 Purchaser, 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 Purchaser cannot enter into an agreement whereby the Purchaser agrees to indemnify or hold harmless another party; therefore, all references of any kind to Purchaser defending, indemnifying, holding, or saving harmless Century for any reason are hereby deleted.

IX.

Compliance With All Laws: Century 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: Century agrees that the Purchaser 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 Century which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Century agrees that the Purchaser shall have access during normal working hours to all necessary Century facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The Purchaser shall give Century reasonable advance notice of intended audits.

XIV.

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

XV.

No Assignment: Century may not assign this Contract.

XVI.

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

XX.

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

XXI.

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

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

XXII.

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

A. As described in the attached Contract No. PR11-20A09, marked as Exhibit "A";
B. The cooperative purchasing contract no. HGAC PR11-20A09, incorporated by reference;
C. Insurance certificates evidencing coverages required herein above and
D. Any Amendments agreed to by both parties.

The Purchaser 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 Purchaser.

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___

CENTURY INDUSTRIES LLC:

Michelle McRae
Authorized Signature

MICHELLE MCRAE
Printed Name

Date: SEPT. 02 20 25

Exhibit "A"
Contract No. PR11-20A09

HGACBuy	CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases	Contract No.:	PR11-20A09	Date Prepared:	8/18/2025

This Worksheet is prepared by Contractor and given to End User. PO with worksheet should be Emailed to H-GAC @ 713-993-4548 or veronica.johnson@h-gac.com. Please type or print legibly.

Buying Agency:	Williamson County Expo Center	Contractor:	Century Industries
Contact Person:	[redacted]	Prepared By:	Michelle McRae
Phone:		Phone:	x212
Fax:		Fax:	
Email:		Email:	michelle@centuryindustries.com
Catalog / Price Sheet Name:	TRANSPORT MOBILE BLEACHERS		
Product Code/General Description of Product:	TSP10-39		

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan		Description	Unit Pr	Total
4	TSP10-39 BASE UNIT		$ 60,279	$ 241,116
4	90910	ADA Provision	$ 3,122	$ 12,488
			Total From Other Sheets, If Any:	
			Subtotal A:	$253,604

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary
(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
		Total From Other Sheets, If Any:	
		Subtotal B:	$0.00

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of | For this transaction the percentage is:

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

4	1100 Miles	FOB Shipping to - TX	$ 3,850	
			Subtotal C:	$15,400

Delivery Date:	11/16/2026	D. Total Purchase Price (A+B+C):	$269,004

LIMITED WARRANTY AND REMEDY: Century warrants to the original Purchaser that those products manufactured by Century and used in the manner for which they are intended shall be free from defects in materials and workmanship for a period of one (1) year after delivery. Notwithstanding the foregoing, purchaser is responsible for return shipping for service. Items manufactured by others are subject to their respective manufacturer's warranty, if any. Century does not make any other representations or warranties, express or implied, and disclaims all other warranties including, but not limited to, any implied warranty of merchantability and warranty of fitness for a particular purpose. Purchaser agrees that Century is not liable for incidental, consequential, or special damages of any kind. EXCLUSIVE VENUE/ APPLICABLE LAW: Purchaser agrees to the exclusive venue and jurisdiction of the State and Federal Courts located in Clark County, Indiana for any action involving this Agreement or the goods which are the subject matter of the same. This Agreement shall be construed according to the laws of the State of Indiana. The parties hereto each knowingly and voluntarily agree to waive any right to a trial by jury with respect to any action involving this Agreement or its subject matter, including without limitation any manufactured goods.

***TERMS:**
NET 30
Cash or Wire Transfer Payment on Balance Due Prior to Shipping.
No Credit Cards
Price Does Not include any applicable Federal, State, or local taxes.
Customer is responsible for licensing trailer and registration fees.

Approximate Production Lead Time: 6 - 12 Months

Certificate of Origin (CO) released upon "Payment in Full" prior to Shipping.

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:
2025-1357815

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.
CENTURY INDUSTRIES, LLC
SELLERSBURG, IN 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.
2025357
Mobile Bleachers

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 Michelle McKee, 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 Indiana County, State of Indiana, on the 2 day of 28 (month), 2025 (year).

Michelle McKee
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:
2025-1357815

Date Filed:
09/02/2025

Date Acknowledged:
09/03/2025

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

CENTURY INDUSTRIES, LLC
SELLERSBURG, IN 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.

2025357
Mobile Bleachers

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 **59.**

Meeting Date: 09/16/2025

Exemption of Utility Expenditures from competitive bidding requirements for Countywide Departments

Submitted For: Joy Simonton **Submitted By:** Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving an annual exemption of utility expenditures from competitive bidding requirements for FY 26 in accordance with Texas Local Government Code 262.024 DISCRETIONARY EXEMPTIONS (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 of the Commissioners Court by order grants the exemption (7) an item that can be obtained from only one source, including: (C) electric power, gas, water, and other utility services.

Background

Section 262.024.(a)(7) of the Texas Local Government Code provides an exemption from normal bidding requirements for a contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023. If annually approved in Commissioners Court, this exemption will be administered using the following definitions:

Water
Electricity
Natural gas
Internet
Phone
Waste collection
Cable bills

Department Point of Contact Joy Simonton or Kerstin Hancock.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Utility Exemption Memo

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/09/2025 12:20 PM
Form Started By: Kerstin Hancock		Started On: 09/04/2025 08:54 AM
Final Approval Date: 09/09/2025		

Williamson County Purchasing Department
100 Wilco Way, Suite P101, Georgetown, TX 78626
512.943.3553
Wilco.org
Log in or Register (bonfirehub.com)

DATE: September 16, 2025
TO: Williamson County Commissioners Court
FROM: Joy Simonton, Purchasing Agent
RE: Discretionary Purchasing Exemption Recommendation - Utilities

Section 262.024 of the Texas Local Government Code provides for the following purchasing exemption for the purchase of utility services.

> Sec. 262.024. DISCRETIONARY EXEMPTIONS. (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:
>
> (7) an item that can be obtained from only one source, including:
>
> (C) electric power, gas, water, and other utility services;

Utility services for the purpose of this exemption shall mean and apply to the following categories and shall apply to expenditures for this fiscal year:

- Water
- Electricity
- Gas
- Internet
- Phone
- Waste Management, as contracted by municipalities
- Cable

The Purchasing Department seeks an annual exemption of these services as allowable per the code. Approving this exemption brings the county compliant with the approval requirement of the Commissioners Court for said exemption.

Commissioners Court - Regular Session **60.**

Meeting Date: 09/16/2025

Approval of Renewal #1 for contract #24IFB72-Crack Seal Services with RHB Construction 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 #24IFB72: Crack Seal Services between Williamson County and RHB Construction, for the same terms and conditions as the existing contract, for the renewal term of one year from 10/22/2025 through 10/21/2026.

Background

This is the first renewal of Contract# 24IFB72—Crack Seal Services between Williamson County and RHB Construction. The original contract was approved by the Commissioner's Court on October 22, 2024, under Agenda Item #41. 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. The funding source is 01.0200.0210.003599. The Department's point of contact is Kelly Murphy.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RHB Renewal #1

RHB Contract

1295 document

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/09/2025 08:50 AM
Form Started By: Cheryl Johnson		Started On: 08/07/2025 08:33 AM
Final Approval Date: 09/09/2025		

WILCO
PURCHASING

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	24IFB72	**Department:**	Road and Bridge Dept.
Vendor Name:	RHB Construction		
Purpose/Intended Use of Product or Service (summary):			
Crack Seal Services			
Type of Contract:	IFB	**Start Date:**	10/ 22 /2025
Purchasing Contact:	Cheryl Johnson	**End Date:**	10/ 21 /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 #1 - 10/22/2025 through 10/21/2026
Initial Term - 10/22/2024 through 10/21/2025

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE

Vendor RHB Construction

Name Ron Hummel

Title V.P.

Signature _____

Date 09-02-25

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: Sep 04 2025 Time: 11:22 am

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE
1	Cost per crew (as defined in the General Notes and Technical Specs)	3000 HRS	Hour	264.5

Agreement for Construction Services

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

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

As described in the IFB Solicitation # 24IFB72 – Crack Seal Services ; including the specifications set forth therein, which is incorporated herein as if copied in full.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of **nine hundred thousand dollars and zero cents ($900,000.00)** , in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the IFB Solicitation # 24IFB72 – Crack Seal Services ; including the specifications set forth therein, which is incorporated herein as if copied in full.

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described, and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

4.2 Substantial Completion. "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons, therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: **As needed**

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

4.3 Final Completion. The Work shall be fully and finally completed **on or before** **As needed**; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of **$500.00 per day** from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may by retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to

perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

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

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

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

6.5 As part of Contractor obligation to coordinate the Work, Contract shall:

a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
b. provide an on-site, full-time superintendent for the duration of the Work;
c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
g. advise Owner of any tests that should be performed;
h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.10 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.11 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated, and training provided to Williamson County's operators upon completion and prior to acceptance.

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

6.13 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;
c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

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

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

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

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

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

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

e. Builder's Risk Insurance
(*all risks*)

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

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

2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions.

However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than $1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
c. "Williamson County, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

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

(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

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

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor

and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

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

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor

does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

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

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

8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over $50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

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

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

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

ARTICLE 9 BONDS

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

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

9.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

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

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor

beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

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

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

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

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

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

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

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

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

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

11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

11.15 Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

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

11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

11.18 Reports of Accidents. Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

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

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

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

11.22 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

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

OWNER:

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

By: Bill Gravell Jr.
Bill Gravell (Oct 22, 2024 10:50 CDT)

Printed Name: Bill Gravell

Title: County Judge

Date: Oct 22, 2024

Party Representatives

Owner's Designated Representative ("ODR"):

Phone _____
Fax _____

CONTRACTOR:

By: _____

Printed Name: Ron Hummel

Title: V.P.

Date: 10-7-24

Contractor's Designated Representative:

Ron Hummel

Phone 512-738-1296
Fax _____

Agenda Item #41, CC 10.22.24 Approval of Service Agreement for 24IFB72 Crack Seal Service for R&B (Fernando)

Final Audit Report 2024-10-22

Created:	2024-10-21
By:	Cheryl Johnson (cheryl.johnson@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbbotGdiZZAcCIZK1hTP4fY9Vks9cmfR0

"Agenda Item #41, CC 10.22.24 Approval of Service Agreement for 24IFB72 Crack Seal Service for R&B (Fernando)" History

Document created by Cheryl Johnson (cheryl.johnson@wilco.org)
2024-10-21 - 7:13:32 PM GMT- IP address: 173.219.39.210

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for delegation
2024-10-21 - 7:14:46 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-10-22 - 3:30:47 PM GMT- IP address: 66.76.4.65

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
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Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2024-10-22 - 3:31:30 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2024-10-22 - 3:50:41 PM GMT- IP address: 66.76.4.65

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2024-10-22 - 3:50:52 PM GMT - Time Source: server- IP address: 66.76.4.65

Agreement completed.
2024-10-22 - 3:50:52 PM GMT

Powered by Adobe Acrobat Sign

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1357782

Date Filed:
09/02/2025

Date Acknowledged:
09/04/2025

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

RHB Construction
Round Rock, TX United States

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

Williamson County

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

24IFB72
Crack Seal

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
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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.
24IFB72
Crack Seal

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]

My address is [redacted]

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

Executed in Williamson County, State of Texas, on the 2 day of 09 (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **61.**

Meeting Date: 09/16/2025

Approval of Agreement No.2026-001 with Camelback & Co, LLC DBA Servpro of Pflugerville, Round Rock & Georgetown for as-needed general disaster recovery and restoration services, 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 #2026-001, between Williamson County and Camelback & Co, LLC DBA Servpro of Pflugerville, Round Rock & Georgetown for as-needed general disaster recovery and restoration services in the not-to-exceed amount of Five-Hundred Thousand Dollars ($500,000.00) per fiscal year pursuant to TIPS Cooperative Contract #250501 and authorize execution of the agreement.

Background

This Master Service Agreement is for general disaster recovery and restoration services as needed throughout Williamson County with Camelback & Co, LLC DBA Servpro of Pflugerville, Round Rock & Georgetown. The contract number for TIPS is #250501. No pricing sheet for this MSA. An as-needed 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 July 31, 2028. The funding source is 01.0100.0509.004510, Origination #3422 and the point of contact is Shantil Moore.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Master Service Agreement

Form 1295 Camelback & Co, LLC DBA Servpro Complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/09/2025 09:40 AM
Form Started By: Michelle McKinney		Started On: 09/02/2025 02:40 PM
Final Approval Date: 09/09/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

MASTER SERVICES AGREEMENT WITH Camelback & Co, LLC DBA Servpro of Pflugerville, Round Rock & Georgetown (Coop Contract Tips #250501)

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

THIS MASTER SERVICES AGREEMENT is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Camelback & Co, LLC DBA Servpro of Pflugerville, Round Rock & Georgetown** (hereinafter "Service Provider") both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of the County. The services include, general disaster recovery and restoration 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: Service Provider shall supply the County the goods described in each SOW provided to the extent it meets or exceeds the County's solicitation, if applicable.

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

III.

Effective Date and Term: This Contract shall be in full force and effect when signed by all parties and shall continue through July 31, 2028, from effective date. Unless terminated sooner pursuant to paragraph XX below, if applicable, at the end of the agreement term, Williamson County Commissioners Court reserves the right to renew the agreement for additional fiscal years, by mutual agreement of both parties, as it deems to be in the best interest of Williamson County.

IV.

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

V.

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

VI.

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

VII.

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

VII.

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

IX.

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

TO THE FULLEST EXTENT PERMITETED BY APPLICABLE LAW, SERVICE PROVIDER AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFENT WITH COUNSEL APPROVED BY COUNTY, AND HOLD HARMLESS THE COUNTY, REPRESENTATIVES OF THE COUNTY AND THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS IN RELATION TO SERVICE PROVIDER'S PERFORMANCE OF THE WORK DESCRIBED HEREIN. DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGEMENT, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER, ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEROF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF SERVICE PROVIDER, ANYONE DIRECTLY EMPLOYED BY IT OR ANYONE WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSE IN PART BY THE NEGLIGENCE OR OMISSON OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE

NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEAPORDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATIONS OR RIGHT WHICH COUNTY OR ANY OTHER INDEMNITEES HAS BY LAW. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

X.

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

XI.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for specific projects as defined in the SOW's an in accordance with Co-op contract number Tips #250501. The not-to-exceed amount under this Agreement is **Five Hundred Thousand Dollars ($500,000.00)** per fiscal year.

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

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

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

As a minimum, invoices shall include:

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

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

XII.

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

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

XIII.

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

governmental immunity or any other immunity under the laws of the State of Texas or of the United States.

XIV.

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

XV.

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

XVI.

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

XVII.

No Assignment: Service Provider may not assign this Agreement.

XVIII.

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

IXX.

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

XX.

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

and payable. No penalty will be assessed for Williamson County's termination for convenience.

XXI.

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

XXII.

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

XXIII.

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

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

SERVICE PROVIDER
Servpro of Pflugerville,
Round Rock & Georgetown
2420 Patterson Industrial Blvd.
Pflugerville, TX 78660

XXIV.

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

XXV.

Appropriation of Funds by County: County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Service Provider understands and agrees that the County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

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

XXVI.

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

XXVII.

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

A. This Agreement, its Exhibits and any amendments agreed to by both parties (if any);
B. Co-op contract number Tips #250501 incorporated by reference;
C. Any SOW issued under this Agreement;
D. Insurance certificates evidencing coverages required herein above and

In the event a dispute arises between terms and conditions of: (1) this Williamson County Master Services Agreement its Exhibits and any amendments agreed to by both parties (if any); (2) Co-op contract number Tips #250501, and (3) Any SOW issued under this Agreement, applicable documents will be referred to for the purpose of Clarification or for additional detail in the following order of precedence: (1) this Williamson County Master Services Agreement; (2) Co-op contract number Tips #250501 and (3) any SOW issued under this Agreement

XXVI.

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

[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___

Servpro of Pflugerville Round Rock & Georgetown:

Gerald Thomas (Aug 28, 2025 10:20:16 CDT)
Authorized Signature

Gerald Thomas
Printed Name

Dated: 08/28/25 _____, 20___

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Aug 28 2025 Time: 2:50 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Aug 28 2025 Time: 11:24 am

THE STATE OF TEXAS

Final Audit Report 2025-08-28

Created:	2025-08-28
By:	Tracey Ambrose (t.ambrose@servproteamjones.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-x9_D_xkOXNuli7VWM9BZDhYciirGX9U

"THE STATE OF TEXAS" History

Document created by Tracey Ambrose (t.ambrose@servproteamjones.com)
2025-08-28 - 3:18:54 PM GMT

Document emailed to Gerald Thomas (g.thomas@servproteamjones.com) for signature
2025-08-28 - 3:18:59 PM GMT

Email viewed by Gerald Thomas (g.thomas@servproteamjones.com)
2025-08-28 - 3:19:32 PM GMT

Document e-signed by Gerald Thomas (g.thomas@servproteamjones.com)
Signature Date: 2025-08-28 - 3:20:16 PM GMT - Time Source: server

Agreement completed.
2025-08-28 - 3:20:16 PM GMT

Adobe Acrobat Sign

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1356328

Date Filed:
08/28/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Camelback& Co. LLC dba Servpro of Pflugerville, Round Rock, Georgetown, Downtown Austin, PFLUGERVILLE, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2026-001
Disaster Recovery and Restoration

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 Bryan Zander, and my date of birth is [redacted].

My address is [redacted], [redacted], [redacted], [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 28 day of August (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1356328

Date Filed:
08/28/2025

Date Acknowledged:
09/02/2025

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

Camelback& Co. LLC dba Servpro of Pflugerville, Round Rock, Georgetown, Downtown Austin, PFLUGERVILLE, TX United States

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

Williamson County

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

2026-001
Disaster Recovery and Restoration

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 **62.**

Meeting Date: 09/16/2025

Receive the September 2025 Construction Summary Report and PowerPoint Presentation

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive the September 2025 Construction Summary Report and PowerPoint Presentation.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

September 2025 PowerPoint Presentation

September 2025 Construction Summary Report

Form Review

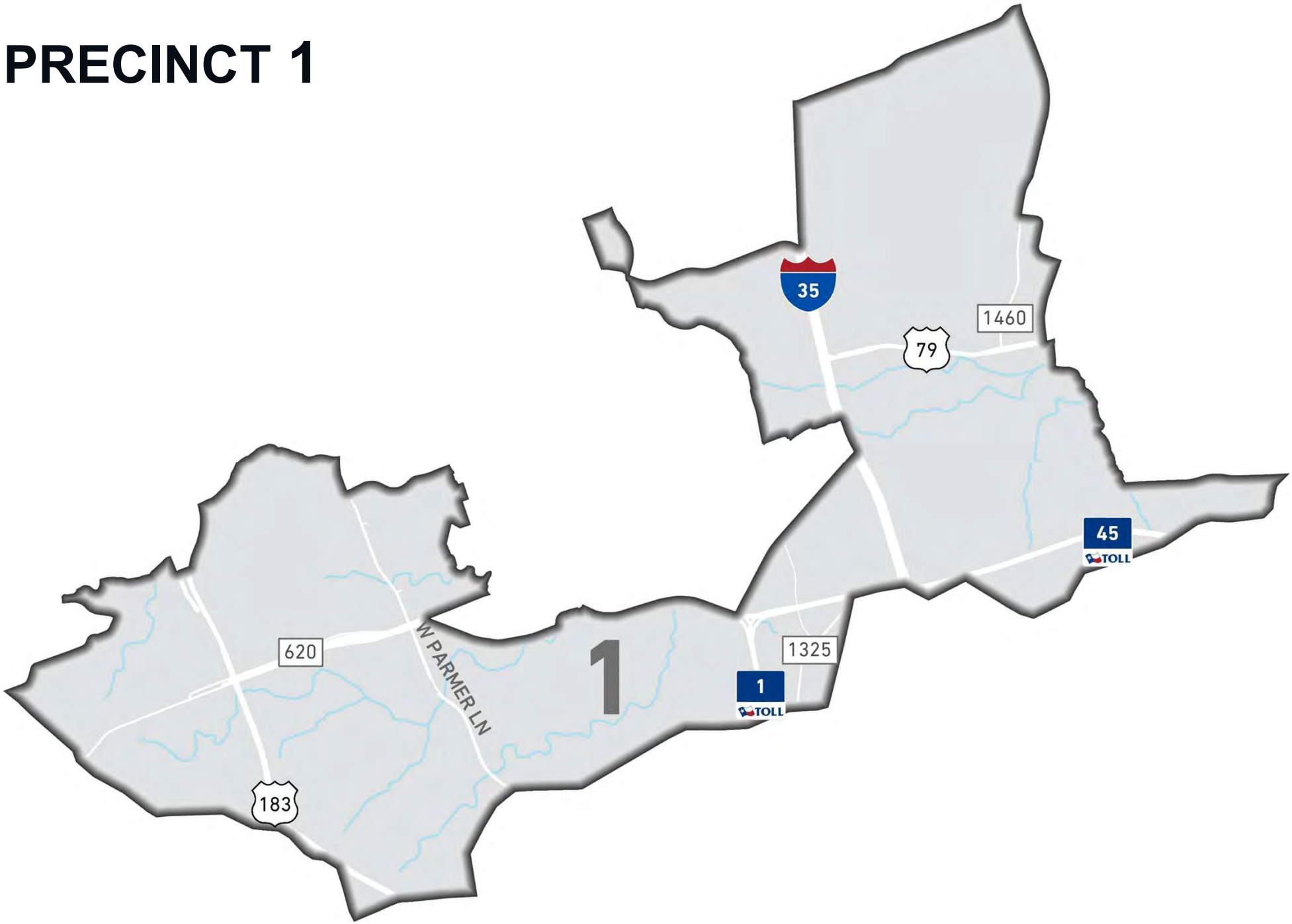
Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/09/2025 01:30 PM
Form Started By: Ragan Riggs		Started On: 09/08/2025 10:51 AM
Final Approval Date: 09/09/2025		

WILLIAMSON COUNTY COMMISSIONERS COURT

ROAD BOND PROGRAM

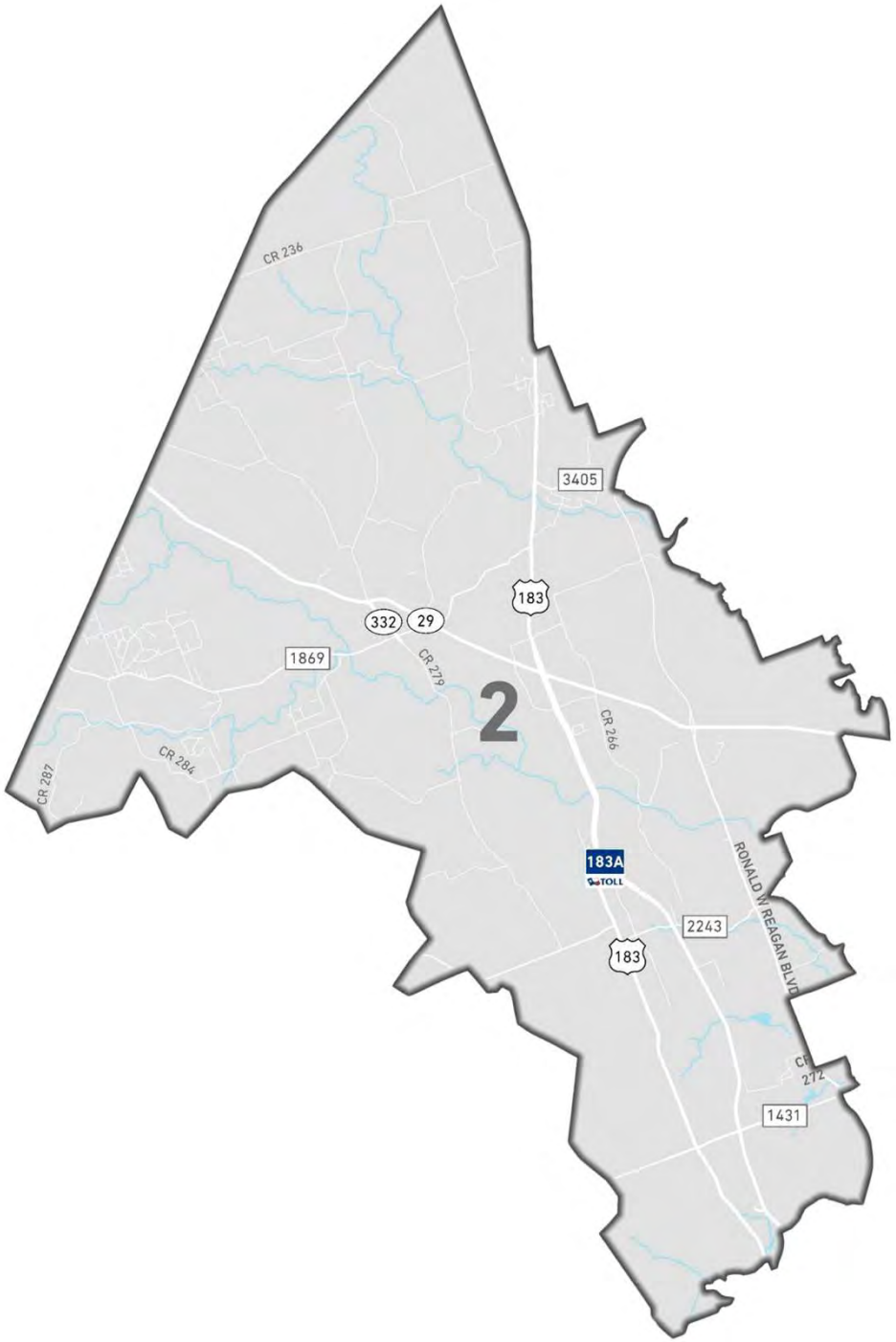
September 16, 2025

PRECINCT 1



Projects under planning and design, no active construction projects.

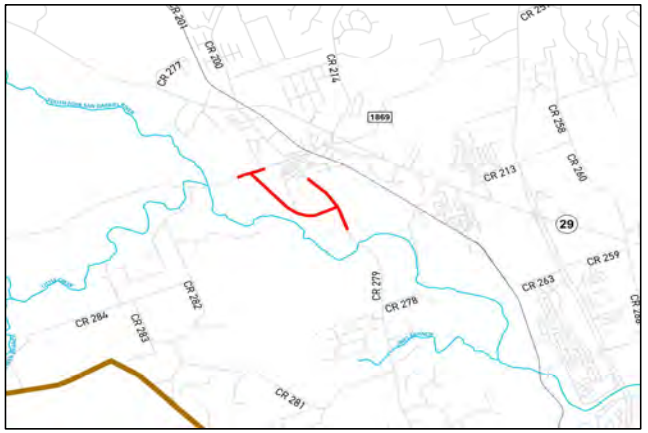
PRECINCT 2


CR 236
3405
183
332
29
1869
CR 279
2
CR 266
CR 284
CR 287
183A
TOLL
RONALD W REAGAN BLVD
2243
183
CR 272
1431

Liberty Hill (SH 29) Bypass
(RM 1869 to CR 279)

Anticipated Completion

Late 2025



Original contract amount = $14,149,449.00

Total change orders = $295,362.00

Adjusted contract price = $14,444,811.00

Expenditures to date = $10,677,813.03 (74%)

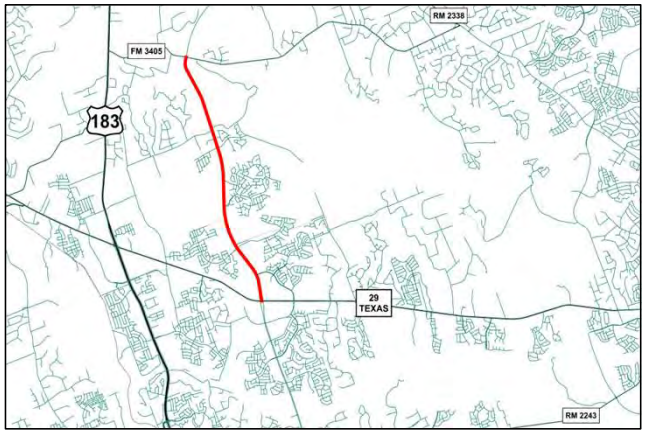
Liberty Hill (SH 29) Bypass
(RM 1869 to CR 279)

Liberty Hill (SH 29) Bypass
(RM 1869 to CR 279)

Ronald Reagan Widening
(SH 29 to FM 3405)

Anticipated Completion

Summer 2027



Original Contract Price = $52,159,299.00

Total Change Orders to Date = $310,563.50

Adjusted Contract Price = $52,469,862.50

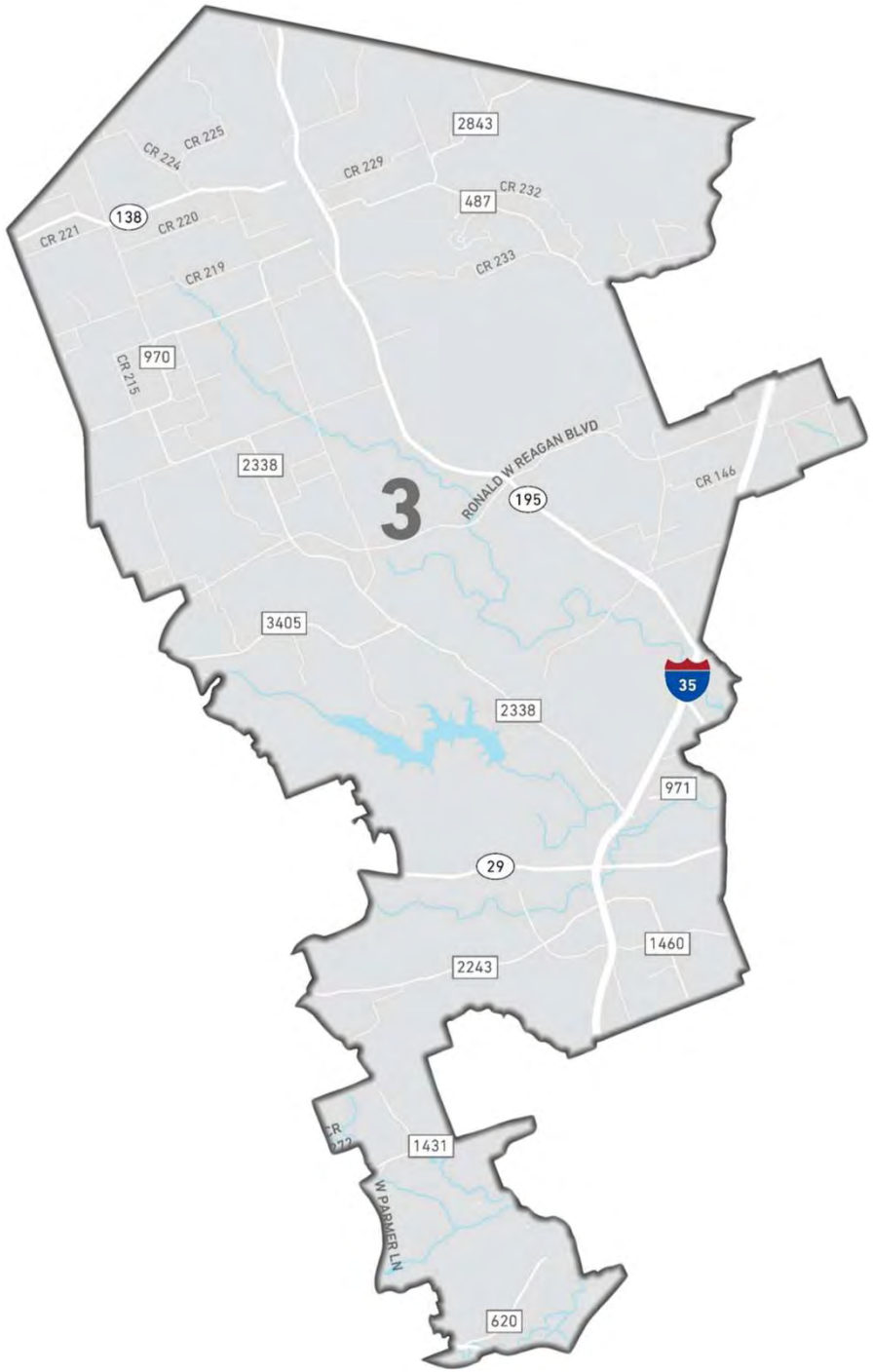
Expenditures to Date = $25,146,843.32 (48%)

Ronald Reagan Widening
(SH 29 to FM 3405)

Ronald Reagan Widening
(SH 29 to FM 3405)

Ronald Reagan Widening
(SH 29 to FM 3405)

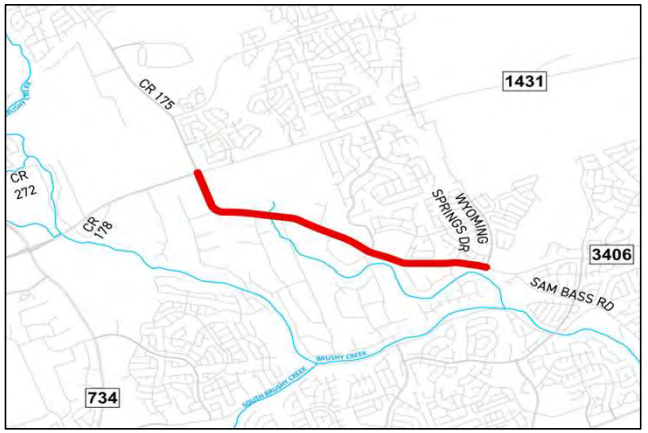
PRECINCT 3


3
2843
CR 225
CR 224
CR 229
CR 232
487
138
CR 221
CR 220
CR 219
CR 233
970
CR 215
2338
RONALD W REAGAN BLVD
195
CR 146
3405
35
2338
971
29
1460
2243
1431
W PARMER LN
620

Corridor H/Sam Bass Road
(RM 1431 to Wyoming Springs Drive)

Anticipated Completion

Early 2026



Original Contract Price = $36,145,959.00

Total Change Orders to Date = -$1,659,570.56

Adjusted Contract Price = $34,486,388.44

Expenditures to Date = $25,655,224.80 (74%)

Corridor H/Sam Bass Road
(RM 1431 to Wyoming Springs Drive)

Corridor H/Sam Bass Road
(RM 1431 to Wyoming Springs Drive)

Corridor H/Sam Bass Road
(RM 1431 to Wyoming Springs Drive)

Wyoming Springs Extension
(Brightwater Boulevard/Creek Bend to Sam Bass Road)

Anticipated Completion

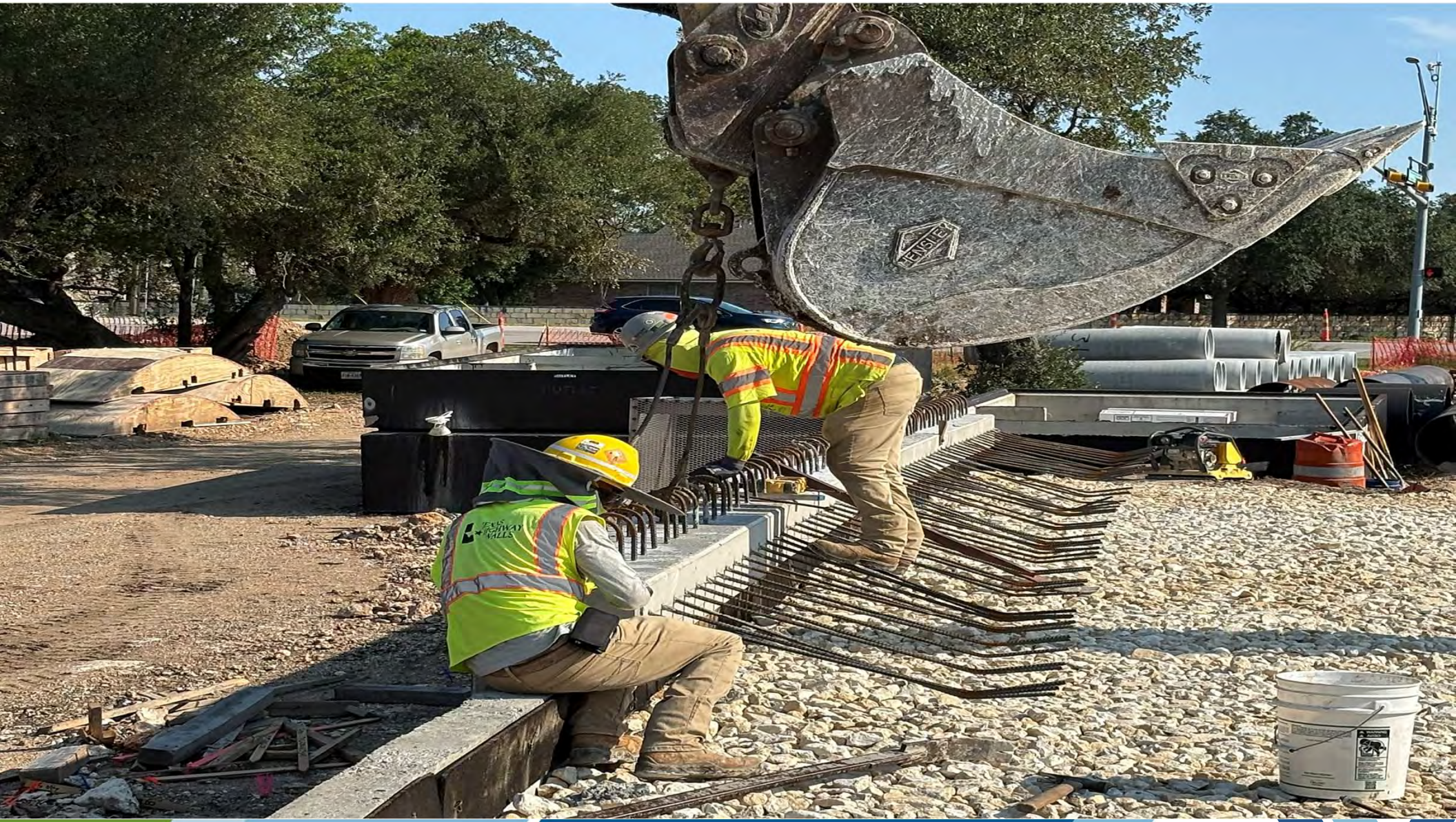
Late 2026

Partnership with the City of Round Rock

Original Contract Amount = $25,917,630.47

Construction is managed by the City of Round Rock

Wyoming Springs Extension
(Brightwater Boulevard/Creek Bend to Sam Bass Road)



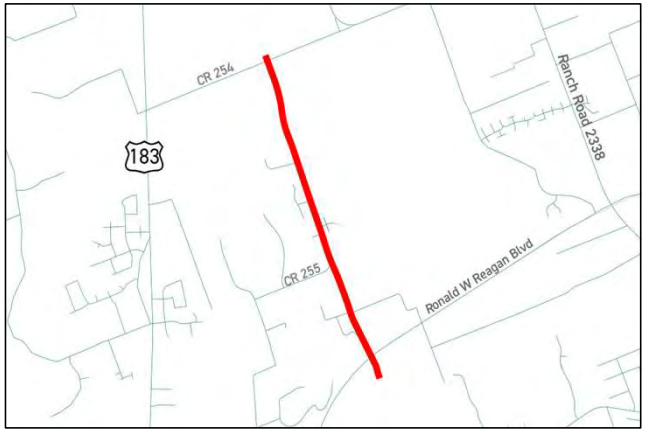
Wyoming Springs Extension
(Brightwater Boulevard/Creek Bend to Sam Bass Road)

Wyoming Springs Extension
(Brightwater Boulevard/Creek Bend to Sam Bass Road)

CR 255 (Road and Bridge Funded)
(CR 254 to Ronald Reagan Boulevard)

Anticipated Completion

Summer 2026



Original Contract Price = $20,847,300.93

Total Change Orders to Date = -$13,235.52

Adjusted Contract Price = $20,834,065.41

Expenditures to Date = $10,152,349.86 (49%)

CR 255 (Road and Bridge Funded)
(CR 254 to Ronald Reagan Boulevard)

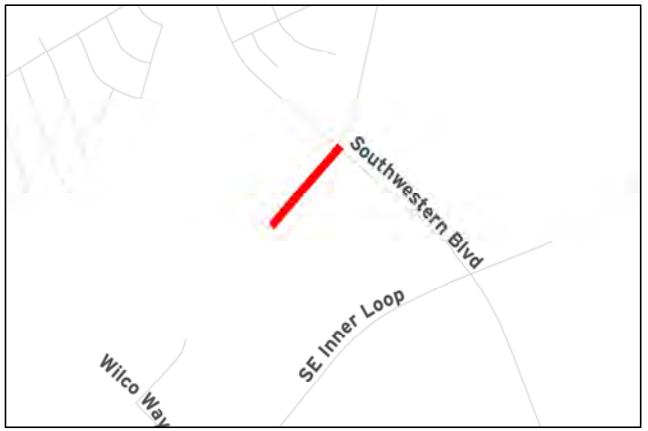
CR 255 (Road and Bridge Funded)
(CR 254 to Ronald Reagan Boulevard)

CR 255 (Road and Bridge Funded)
(CR 254 to Ronald Reagan Boulevard)

Wilco Way (Tracy Chambers Lane Extension)
(Infrastructure Funded)
(Tracy Chambers Lane to Wilco Way)

Anticipated Completion

Early 2026



Original Contract Price = $2,706,129.45

Total Change Orders to Date = $0.00

Adjusted Contract Price = $2,706,129.45

Expenditures to Date = $193,535.97 (7%)

Wilco Way (Tracy Chambers Lane Extension)
(Infrastructure Funded)
(Tracy Chambers Lane to Wilco Way)

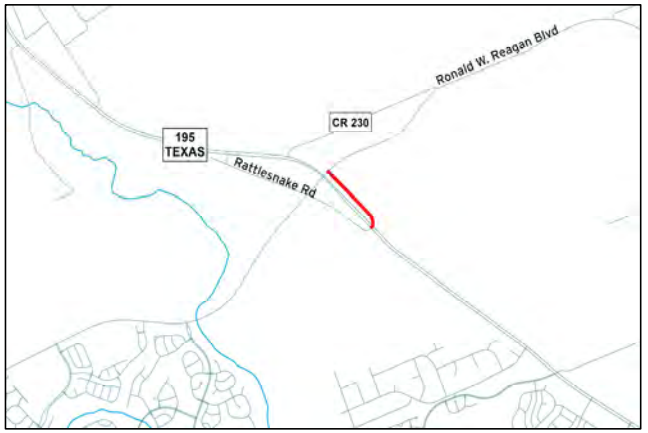
Wilco Way (Tracy Chambers Lane Extension)
(Infrastructure Funded)
(Tracy Chambers Lane to Wilco Way)

Wilco Way (Tracy Chambers Lane Extension)
(Infrastructure Funded)
(Tracy Chambers Lane to Wilco Way)

SH 195 at Ronald Reagan Boulevard
(Single Ramp at Ronald Reagan Boulevard)

Anticipated Completion

Summer 2026



Original Contract Price = $3,608,141.00

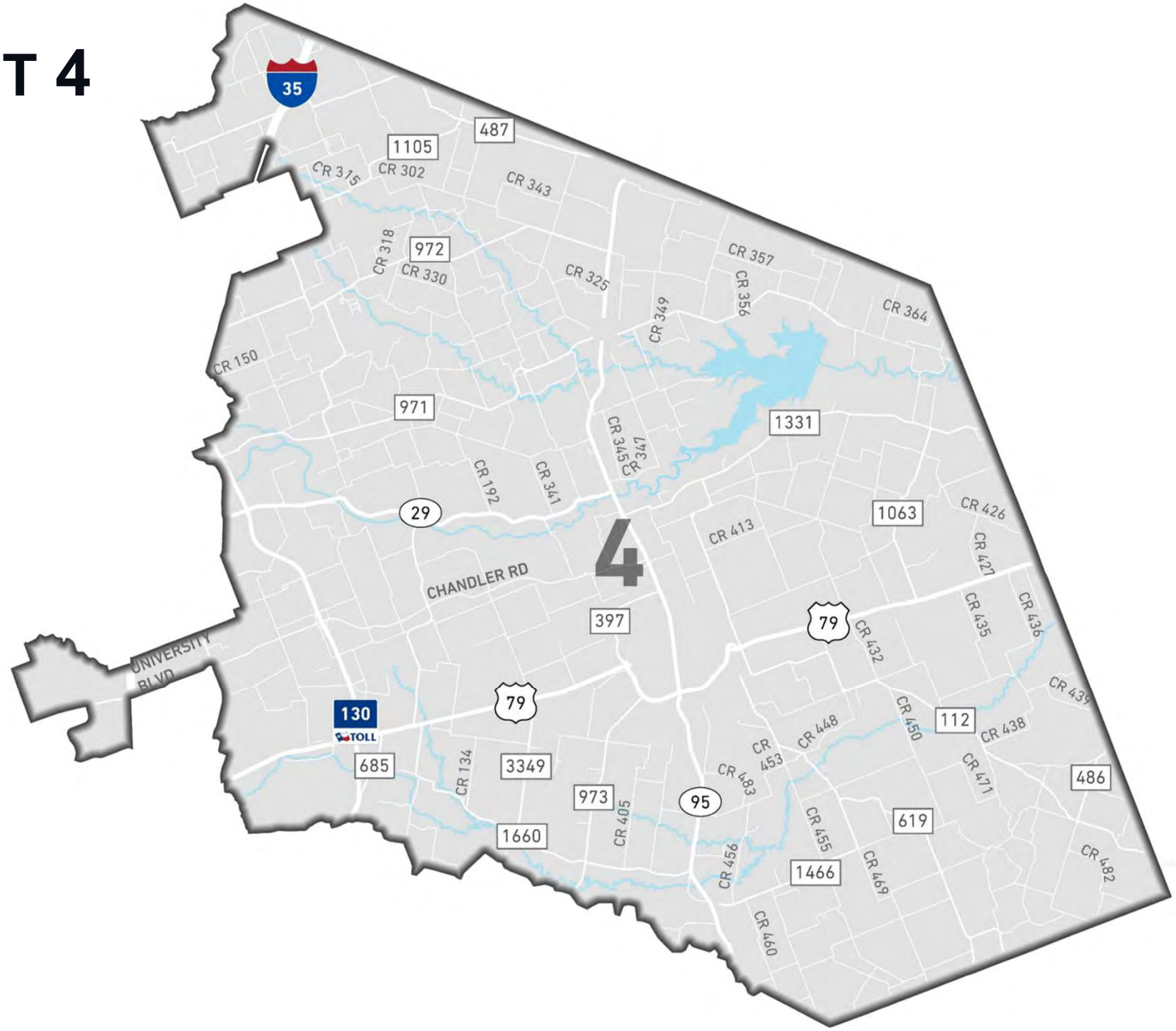
Total Change Orders to Date = $0.00

Adjusted Contract Price = $3,608,141.00

Expenditures to Date = $0.00 (0%)

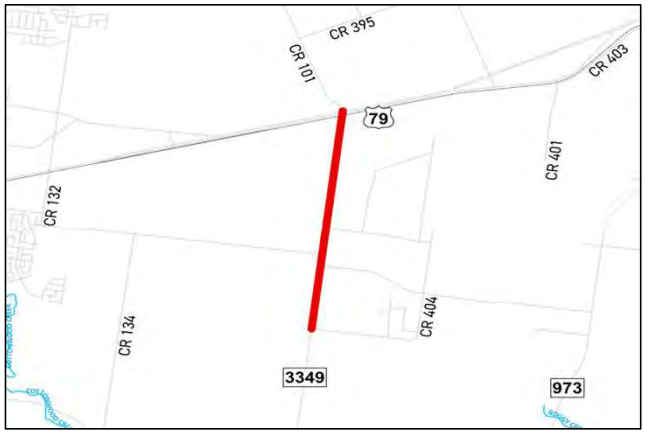
SH 195 at Ronald Reagan Boulevard
(Single Ramp at Ronald Reagan Boulevard)

PRECINCT 4


35
1105
487
CR 315
CR 302
CR 343
CR 318
972
CR 330
CR 325
CR 357
CR 356
CR 364
CR 349
CR 150
971
1331
CR 345
CR 347
CR 192
CR 341
29
4
CR 413
1063
CR 426
CR 421
CHANDLER RD
397
79
CR 432
CR 435
CR 436
UNIVERSITY BLVD
130
TOLL
79
CR 439
CR 450
112
CR 438
CR 448
CR 453
CR 483
685
CR 134
3349
973
95
CR 405
CR 471
486
619
1660
CR 455
CR 469
CR 456
1466
CR 482
CR 460

East Wilco Highway (FM 3349/US 79 Interchange) (US 79 to CR 404)

Substantially Complete
June 2025 (Roadwork)
Anticipated Completion
Spring 2027 (Rail Relocation)



Original Contract Amount = $81,941,038.13

Total Change Orders = $3,631,637.67

Adjusted Contract Price = $85,572,675.80

Expenditures to Date = $73,312,385.47 (86%)

East Wilco Highway (FM 3349/US 79 Interchange)
(US 79 to CR 404)

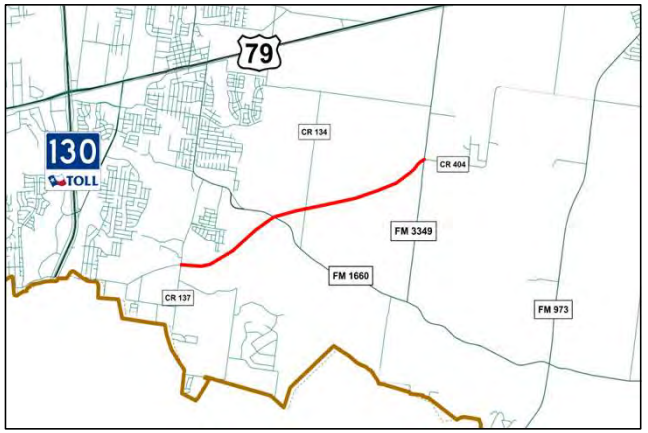
East Wilco Highway (FM 3349/US 79 Interchange) (US 79 to CR 404)

East Wilco Highway (FM 3349/US 79 Interchange)
(US 79 to CR 404)

East Wilco Highway - Segment 2
(CR 137 South of Hutto to CR 404)

Anticipated Completion

Summer 2028



Original contract amount = $64,407,606.63

Total change orders = -$1,907,404.64

Adjusted contract price = $62,500,201.99

Expenditures to date = $37,124,554.48 (59%)

East Wilco Highway - Segment 2
(CR 137 South of Hutto and CR 404)

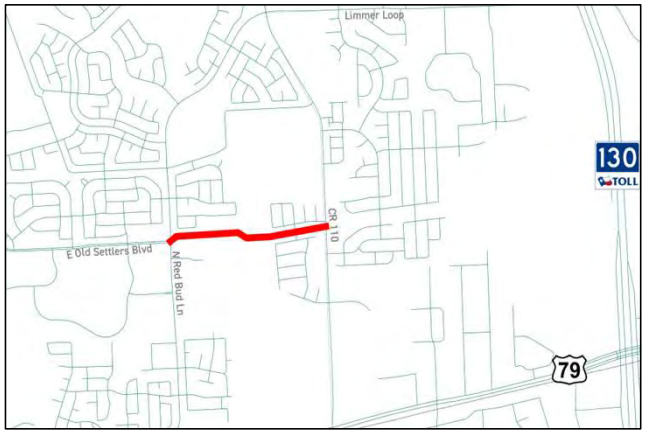
East Wilco Highway - Segment 2
(CR 137 South of Hutto and CR 404)

East Wilco Highway - Segment 2
(CR 137 South of Hutto and CR 404)

Old Settlers Boulevard
(North Red Bud Lane/CR 122 to CR 110)

Anticipated Completion

Fall 2025



Partnership with the City of Round Rock

Original Contract Amount = $14,920,847.10

Construction is managed by the City of Round Rock

Old Settlers Boulevard
(North Red Bud Lane/CR 122 to CR 110)

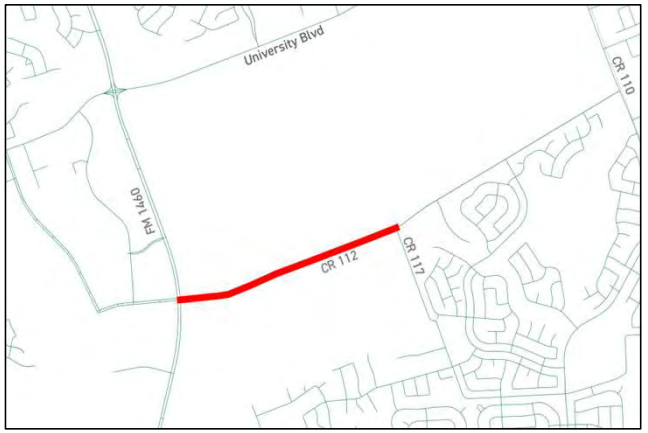
Old Settlers Boulevard
(North Red Bud Lane/CR 122 to CR 110)

Old Settlers Boulevard
(North Red Bud Lane/CR 122 to CR 110)

CR 112 Widening
(FM 1460/A.W. Grimes to CR 117)

Anticipated Completion

Late 2026



Partnership with the City of Round Rock

Original Contract Amount = $13,119,712.35

Construction is managed by the City of Round Rock

CR 112 Widening
(FM 1460/A.W. Grimes to CR 117)

CR 112 Widening
(FM 1460/A.W. Grimes to CR 117)

CR 112 Widening
(CR 117 to CR 110)

Anticipated Completion

Late 2026

Partnership with the City of Round Rock

Original Contract Amount = $20,434,128.40

Construction is managed by the City of Round Rock

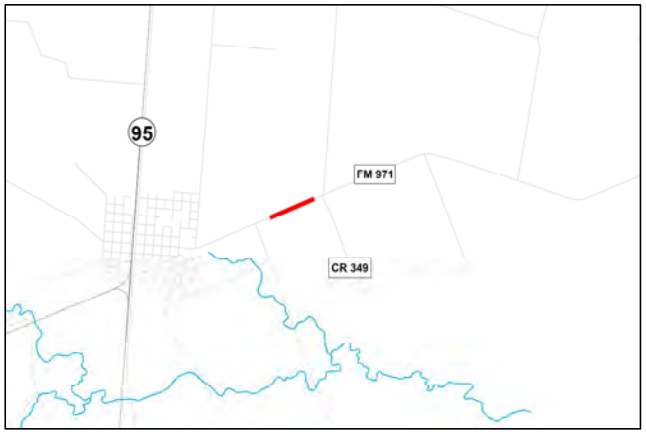
CR 112 Widening
(CR 117 to CR 110)

CR 112 Widening
(CR 117 to CR 110)

FM 971
(Future Granger High School Turn Lanes)

Anticipated Completion

Early 2026



Original Contract Price = $1,161,629.00

Total Change Orders to Date = $0.00

Adjusted Contract Price = $1,161,629.00

Expenditures to Date = $0.00 (0%)

FM 971
(Future Granger High School Turn Lanes)

FM 971
(Future Granger High School Turn Lanes)

FM 971
(Future Granger High School Turn Lanes)

Sonterra Boulevard
(IH-35 Frontage Road & Sonterra Boulevard Intersection)

Anticipated Completion

Late 2025

Original Contract Price = $566,829.31

Total Change Orders to Date = $0.00

Adjusted Contract Price = $566,829.31

Expenditures to Date = $51,271.88 (9%)

Sonterra Boulevard
(IH-35 Frontage Road & Sonterra Boulevard Intersection)

Sonterra Boulevard
(IH-35 Frontage Road & Sonterra Boulevard Intersection)

Sonterra Boulevard
(IH-35 Frontage Road & Sonterra Boulevard Intersection)

ROAD BOND PROGRAM

Construction Summary Report

County Judge
Steven Snell

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Russ Boles

August 2025

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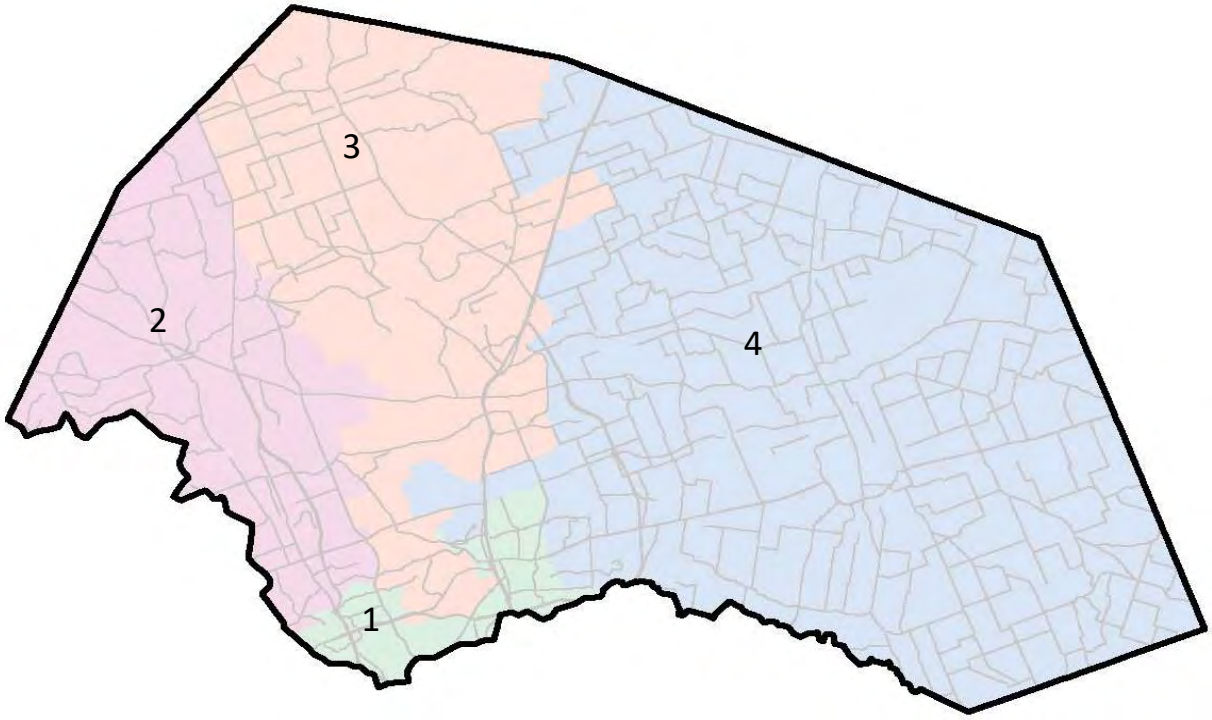
Volume XXX - Issue No.8



Presented By: HNTB

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Ronald Reagan Boulevard Widening **15**

Bagdad Road ROW Clearing **17**

PRECINCT No. 3 – Commissioner Valerie Covey **18**

Corridor H/Sam Bass Road **22**

SH 195 at Ronald Reagan Boulevard **25**

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Bud Stockton at FM 487 Traffic Signal **36**

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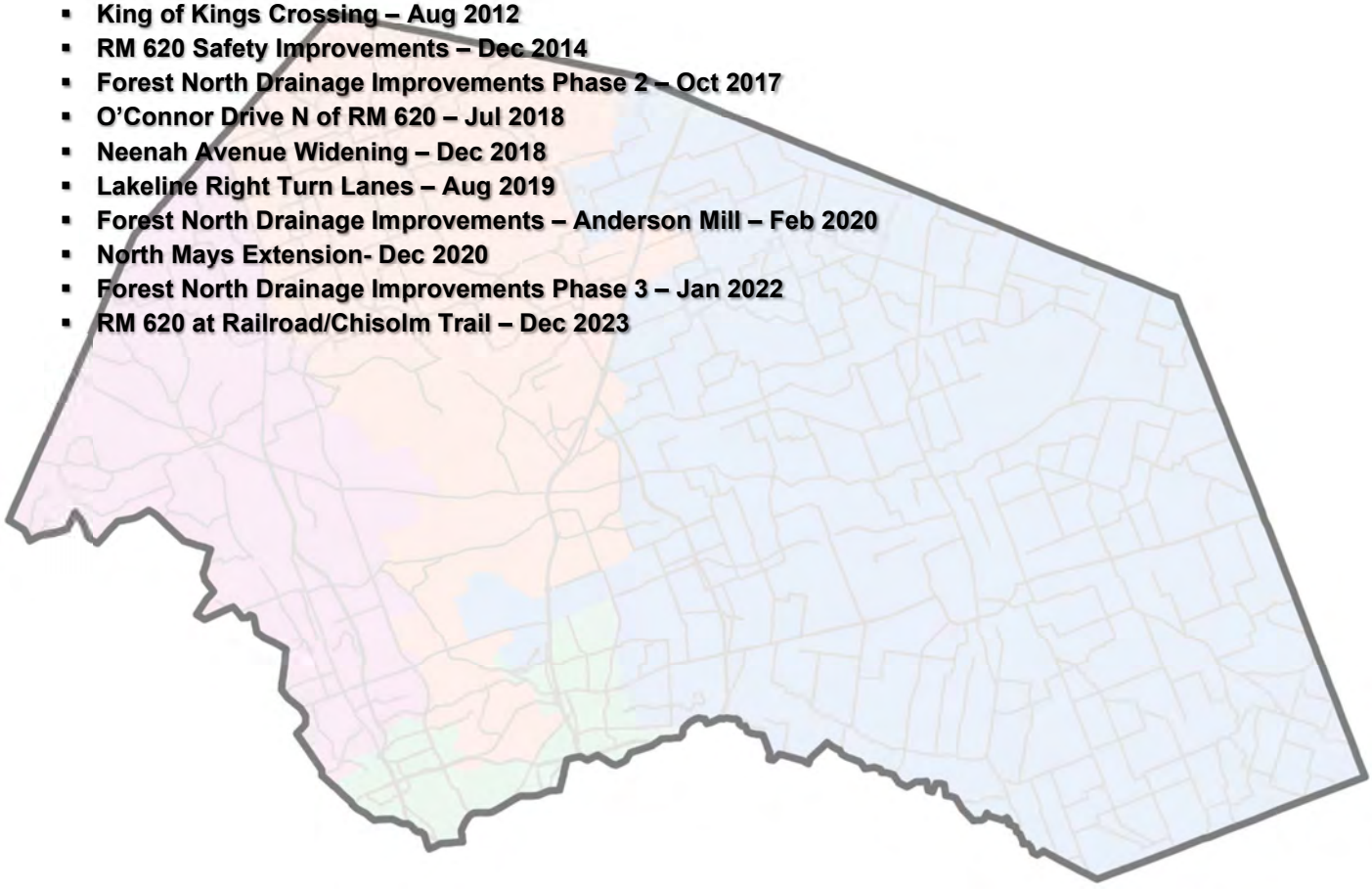
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF AUGUST 2025

Precinct 1

- **Pond Springs Road (signal) – Apr 2002**
- **McNeil Road, Phase 1 – Jan 2005**
- **McNeil Road, Phase 2 – Feb 2007**
- **RM 620, Phase 1 – Jan 2009**
- **Pond Springs Road – Sep 2010**
- **County Road 174 at Brushy Creek – Jun 2011**
- **O'Connor Drive Extension – Apr 2012**
- **King of Kings Crossing – Aug 2012**
- **RM 620 Safety Improvements – Dec 2014**
- **Forest North Drainage Improvements Phase 2 – Oct 2017**
- **O'Connor Drive N of RM 620 – Jul 2018**
- **Neenah Avenue Widening – Dec 2018**
- **Lakeline Right Turn Lanes – Aug 2019**
- **Forest North Drainage Improvements – Anderson Mill – Feb 2020**
- **North Mays Extension- Dec 2020**
- **Forest North Drainage Improvements Phase 3 – Jan 2022**
- **RM 620 at Railroad/Chisolm Trail – Dec 2023**



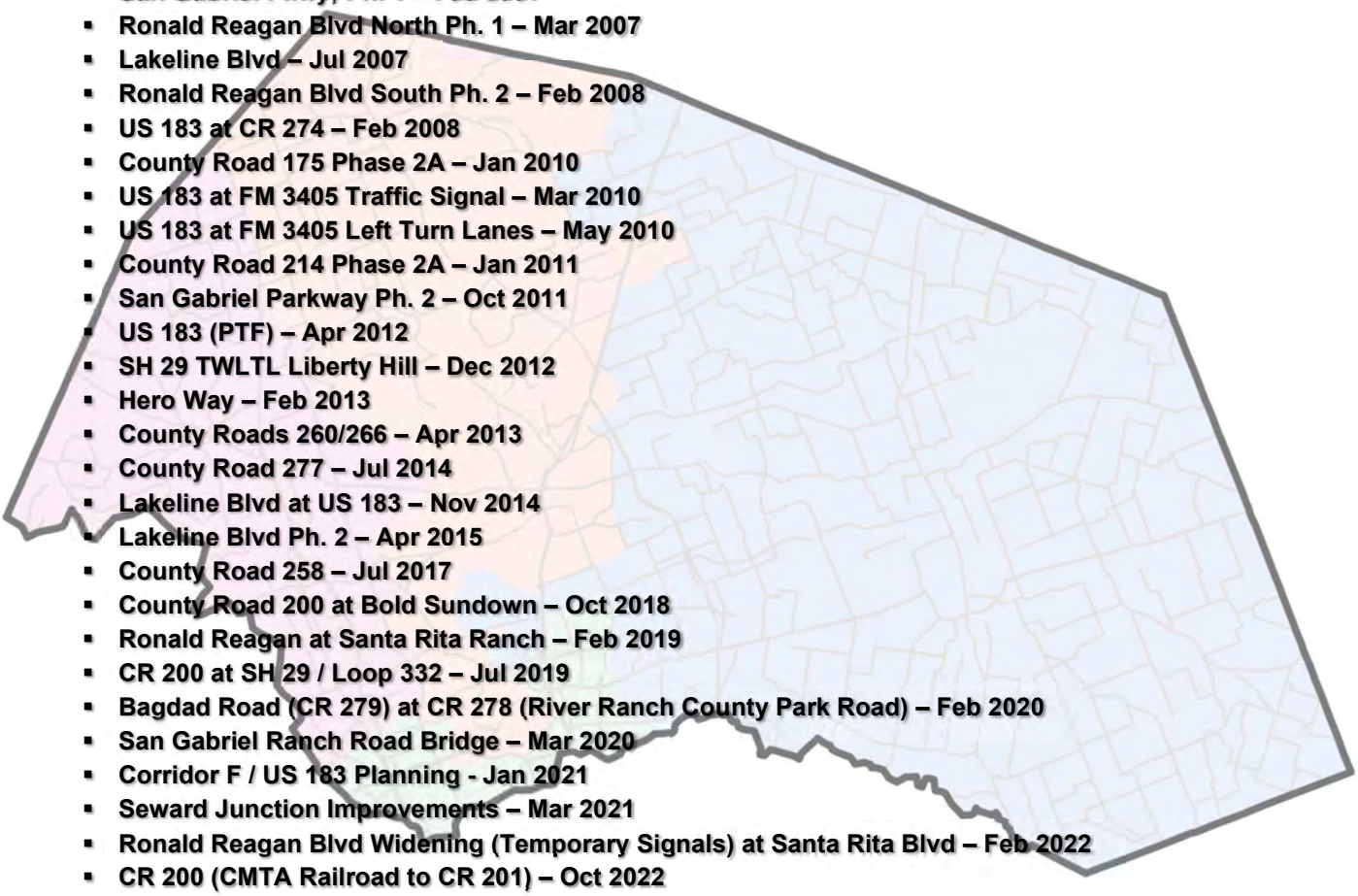
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF AUGUST 2025

Precinct 2

- RM 1869 at SH 29 (signal) – Aug 2002
- River Bend Oaks – Feb 2003
- County Road 175 – Jun 2003
- County Road 200 – Sep 2003
- Ronald Reagan Blvd, South Ph. 1 – Dec 2004
- County Road 214 – Feb 2005
- County Road 258 – Sep 2006
- San Gabriel Pkwy, Ph. 1 – Feb 2007
- Ronald Reagan Blvd North Ph. 1 – Mar 2007
- Lakeline Blvd – Jul 2007
- Ronald Reagan Blvd South Ph. 2 – Feb 2008
- US 183 at CR 274 – Feb 2008
- County Road 175 Phase 2A – Jan 2010
- US 183 at FM 3405 Traffic Signal – Mar 2010
- US 183 at FM 3405 Left Turn Lanes – May 2010
- County Road 214 Phase 2A – Jan 2011
- San Gabriel Parkway Ph. 2 – Oct 2011
- US 183 (PTF) – Apr 2012
- SH 29 TWLTL Liberty Hill – Dec 2012
- Hero Way – Feb 2013
- County Roads 260/266 – Apr 2013
- County Road 277 – Jul 2014
- Lakeline Blvd at US 183 – Nov 2014
- Lakeline Blvd Ph. 2 – Apr 2015
- County Road 258 – Jul 2017
- County Road 200 at Bold Sundown – Oct 2018
- Ronald Reagan at Santa Rita Ranch – Feb 2019
- CR 200 at SH 29 / Loop 332 – Jul 2019
- Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road) – Feb 2020
- San Gabriel Ranch Road Bridge – Mar 2020
- Corridor F / US 183 Planning - Jan 2021
- Seward Junction Improvements – Mar 2021
- Ronald Reagan Blvd Widening (Temporary Signals) at Santa Rita Blvd – Feb 2022
- CR 200 (CMTA Railroad to CR 201) – Oct 2022
- Ronald Reagan Safety Improvements – July 2023
- CR 258 Extension – Dec 2023
- Bagdad Road / CR 279 (ROW Clearing) – Apr 2025



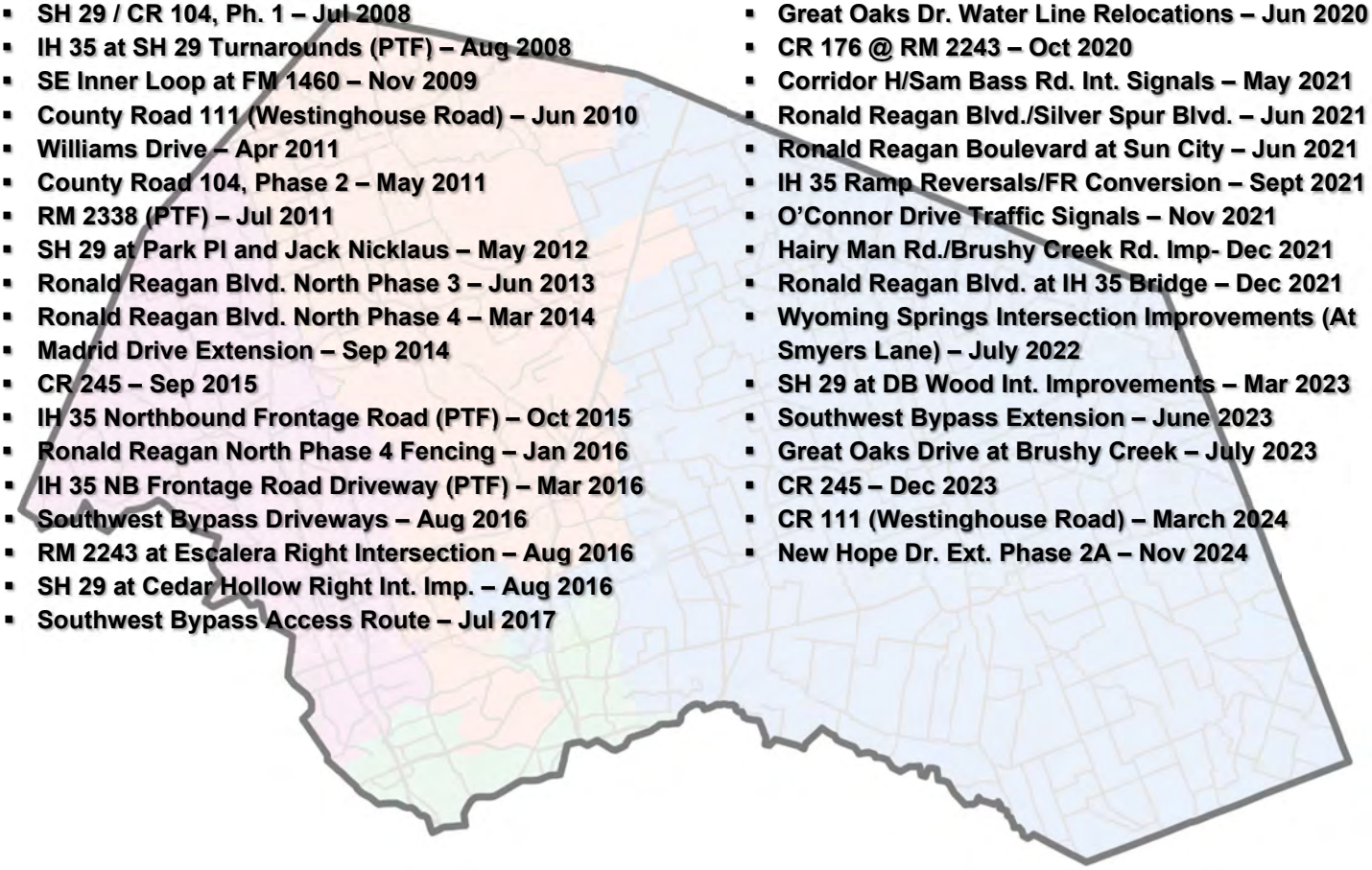
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF AUGUST 2025

Precinct 3

- Cedar Hollow at SH 29 (signal) – Aug 2002
- Georgetown Inner Loop Project 2 – Aug 2003
- Georgetown Inner Loop Project 1 – Jun 2004
- Georgetown Inner Loop East Extension – Sep 2004
- County Road 152 Bridge Replacement – Sep 2004
- Inner Loop East (CR 151 to Bus 35) – Oct 2005
- Ronald Reagan Blvd North, Ph. 2 – May 2008
- 12" Water Main Relo. for SH 29 Widening – Jun 2008
- SH 29 / CR 104, Ph. 1 – Jul 2008
- IH 35 at SH 29 Turnarounds (PTF) – Aug 2008
- SE Inner Loop at FM 1460 – Nov 2009
- County Road 111 (Westinghouse Road) – Jun 2010
- Williams Drive – Apr 2011
- County Road 104, Phase 2 – May 2011
- RM 2338 (PTF) – Jul 2011
- SH 29 at Park Pl and Jack Nicklaus – May 2012
- Ronald Reagan Blvd. North Phase 3 – Jun 2013
- Ronald Reagan Blvd. North Phase 4 – Mar 2014
- Madrid Drive Extension – Sep 2014
- CR 245 – Sep 2015
- IH 35 Northbound Frontage Road (PTF) – Oct 2015
- Ronald Reagan North Phase 4 Fencing – Jan 2016
- IH 35 NB Frontage Road Driveway (PTF) – Mar 2016
- Southwest Bypass Driveways – Aug 2016
- RM 2243 at Escalera Right Intersection – Aug 2016
- SH 29 at Cedar Hollow Right Int. Imp. – Aug 2016
- Southwest Bypass Access Route – Jul 2017
- Pearson Ranch Road – Oct 2017
- Arterial H Extension Phase I– Feb 2018
- Relo. of Williamson County Regional WL – Apr 2018
- RM 620 Phase 2 – Jul 2018
- Southwest Bypass Segment 1 – Sept 2018
- Inner Loop Improvements – Dec 2018
- Neenah Ave./Pearson Ranch Rd. Signal – Jan 2019
- Southwest Bypass Segment 2 – Jan 2020
- Great Oaks Dr. Water Line Relocations – Jun 2020
- CR 176 @ RM 2243 – Oct 2020
- Corridor H/Sam Bass Rd. Int. Signals – May 2021
- Ronald Reagan Blvd./Silver Spur Blvd. – Jun 2021
- Ronald Reagan Boulevard at Sun City – Jun 2021
- IH 35 Ramp Reversals/FR Conversion – Sept 2021
- O'Connor Drive Traffic Signals – Nov 2021
- Hairy Man Rd./Brushy Creek Rd. Imp- Dec 2021
- Ronald Reagan Blvd. at IH 35 Bridge – Dec 2021
- Wyoming Springs Intersection Improvements (At Smyers Lane) – July 2022
- SH 29 at DB Wood Int. Improvements – Mar 2023
- Southwest Bypass Extension – June 2023
- Great Oaks Drive at Brushy Creek – July 2023
- CR 245 – Dec 2023
- CR 111 (Westinghouse Road) – March 2024
- New Hope Dr. Ext. Phase 2A – Nov 2024



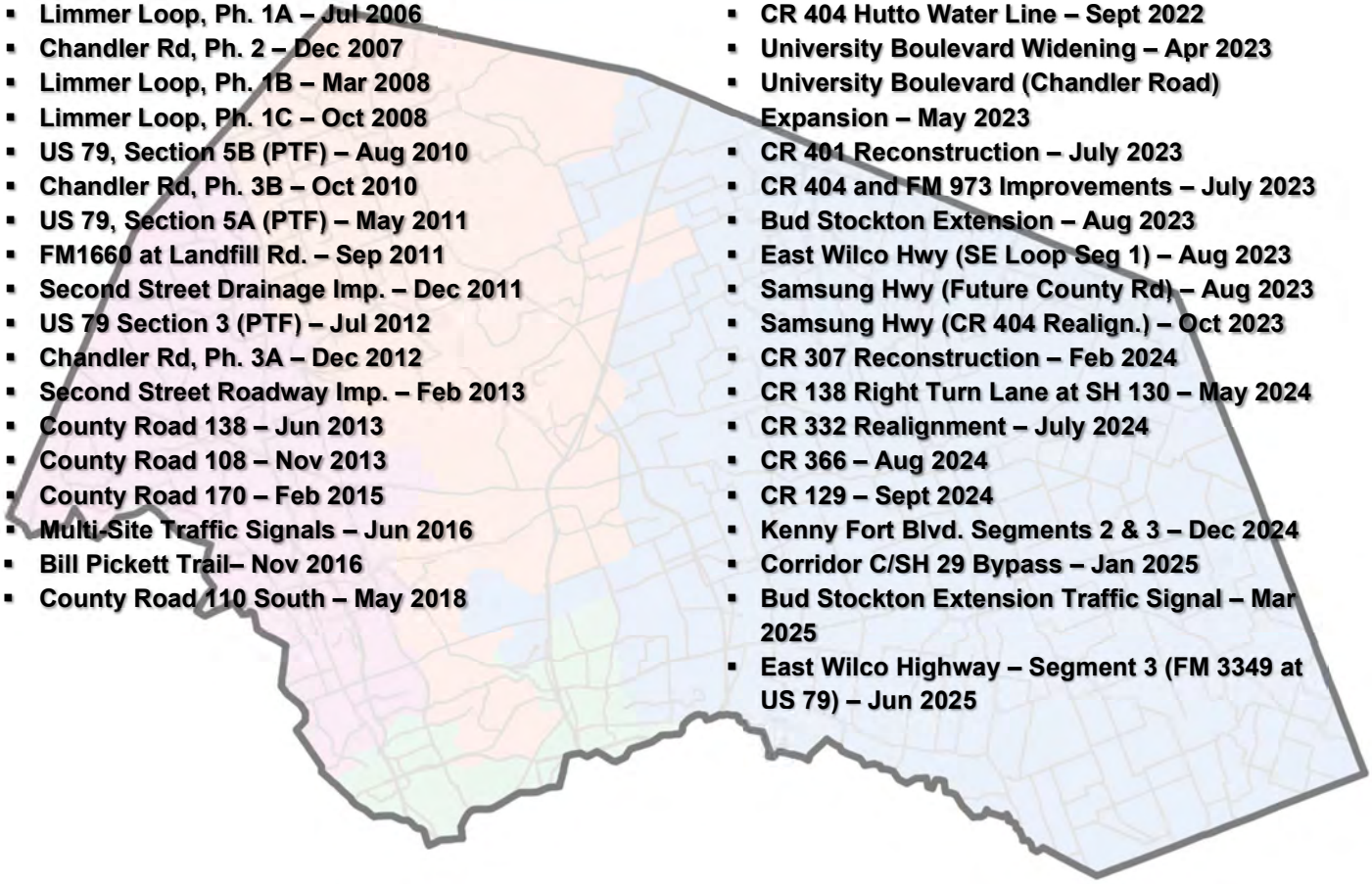
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

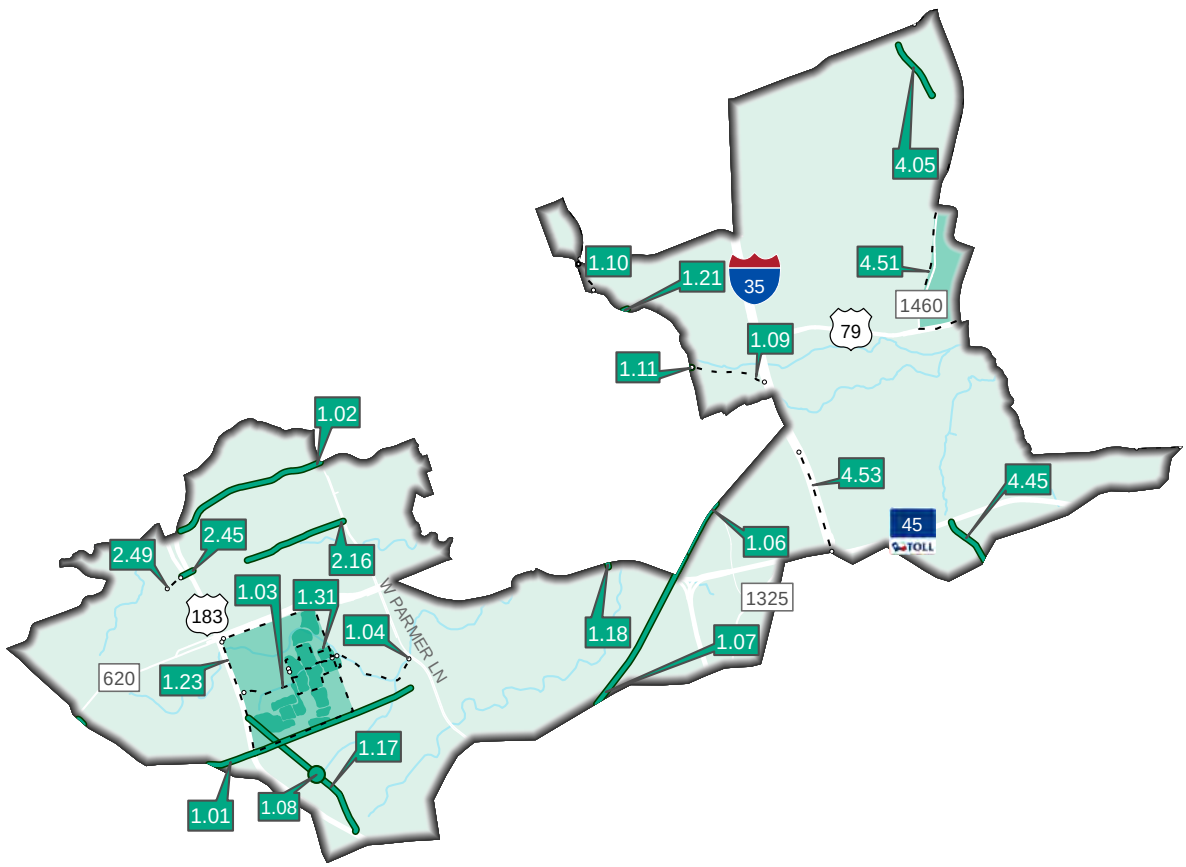
CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF AUGUST 2025

Precinct 4

- Bridge RPLs (CR 390, 406 & 427) – Nov 2002
- County Road 368 and 369 – Nov 2002
- County Road 412 – Aug 2003
- County Road 300 and 301 – Dec 2003
- County Road 424 Bridge RPL – Jan 2004
- Chandler Rd. Extension, Ph. 1 – Mar 2005
- County Road 112, Ph. 1 – Aug 2005
- County Road 137 – Oct 2005
- Limmer Loop, Ph. 1A – Jul 2006
- Chandler Rd, Ph. 2 – Dec 2007
- Limmer Loop, Ph. 1B – Mar 2008
- Limmer Loop, Ph. 1C – Oct 2008
- US 79, Section 5B (PTF) – Aug 2010
- Chandler Rd, Ph. 3B – Oct 2010
- US 79, Section 5A (PTF) – May 2011
- FM1660 at Landfill Rd. – Sep 2011
- Second Street Drainage Imp. – Dec 2011
- US 79 Section 3 (PTF) – Jul 2012
- Chandler Rd, Ph. 3A – Dec 2012
- Second Street Roadway Imp. – Feb 2013
- County Road 138 – Jun 2013
- County Road 108 – Nov 2013
- County Road 170 – Feb 2015
- Multi-Site Traffic Signals – Jun 2016
- Bill Pickett Trail– Nov 2016
- County Road 110 South – May 2018
- County Road 119 – Mar 2019
- County Road 110 Middle – Oct 2020
- CR Paving (401, 402 & 404) – Nov 2021
- Thrall Project (S. Bounds Street) – Jan 2022
- Bartlett Project (Cotrell Street) – Feb 2022
- County Road 101 – Feb 2022
- Davilla Street Culvert Re – June 2022
- Coupland Project – June 2022
- CR 404 Hutto Water Line – Sept 2022
- University Boulevard Widening – Apr 2023
- University Boulevard (Chandler Road) Expansion – May 2023
- CR 401 Reconstruction – July 2023
- CR 404 and FM 973 Improvements – July 2023
- Bud Stockton Extension – Aug 2023
- East Wilco Hwy (SE Loop Seg 1) – Aug 2023
- Samsung Hwy (Future County Rd) – Aug 2023
- Samsung Hwy (CR 404 Realign.) – Oct 2023
- CR 307 Reconstruction – Feb 2024
- CR 138 Right Turn Lane at SH 130 – May 2024
- CR 332 Realignment – July 2024
- CR 366 – Aug 2024
- CR 129 – Sept 2024
- Kenny Fort Blvd. Segments 2 & 3 – Dec 2024
- Corridor C/SH 29 Bypass – Jan 2025
- Bud Stockton Extension Traffic Signal – Mar 2025
- East Wilco Highway – Segment 3 (FM 3349 at US 79) – Jun 2025



2000/2006 Road Bond Program Projects
Precinct 1 - Commissioner Cook



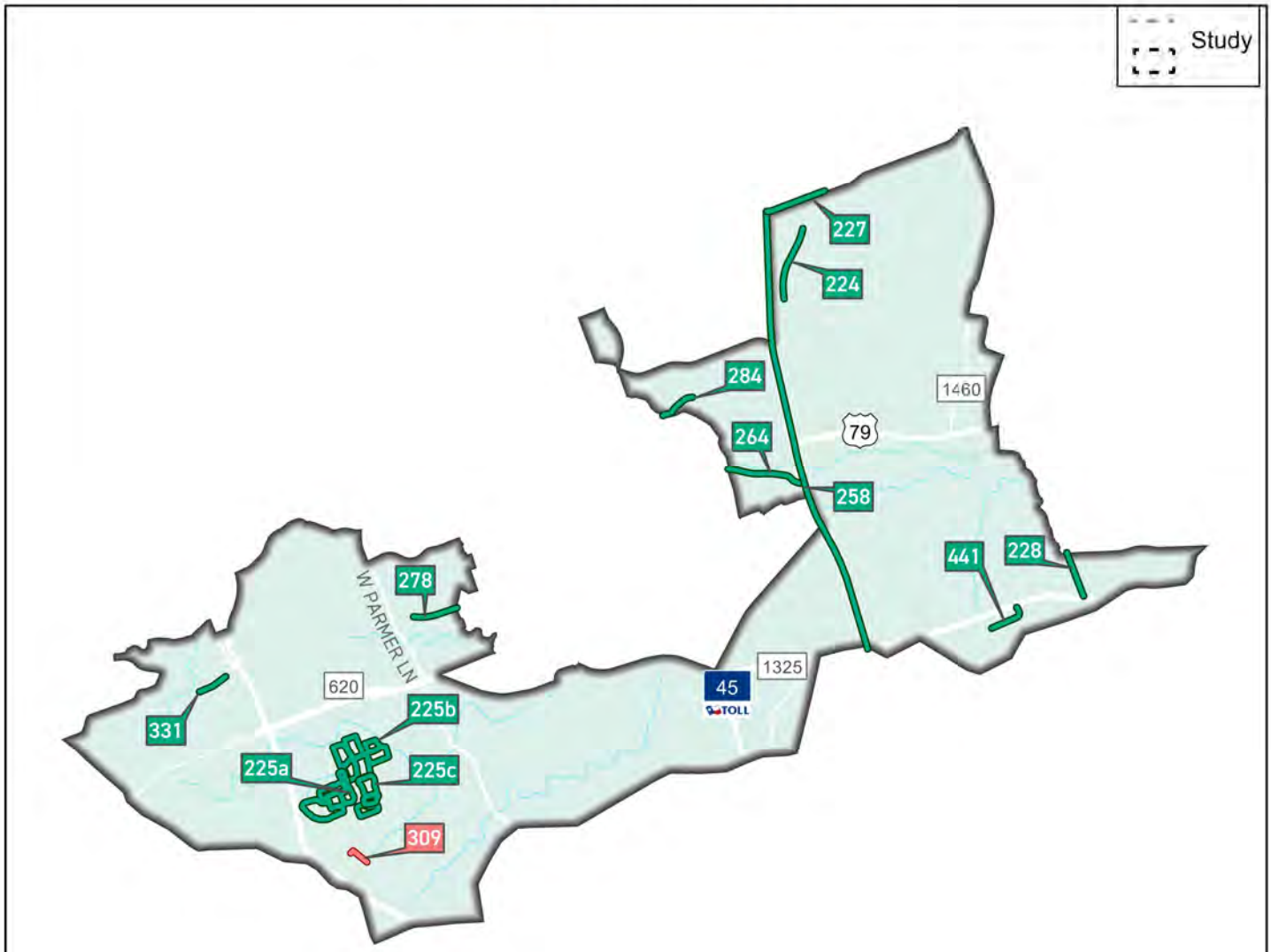
Completed/Open to Traffc

1.01 Anderson Mill Rd.
1.02 Avery Ranch Blvd. (183 to Parmer Lane)
1.03 Lake Creek Drainage - Phase 1 ----
1.04 Lake Creek Drainage - Phase 2 ----
1.06 McNeil Road - Phase 1
1.07 McNeil Road - Phase 2
1.08 Pond Springs at Turtle Rock Signal
1.09 RM 620 Feasibility ----
1.10 Wyoming Springs North ----
1.11 RM 620 Interim Improvements - Phase 1
1.17 Pond Springs Road
1.18 O'Connor Overpass at SH 45
1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
1.23 Forest North Drainage Improvements - Phase 1
1.31 Forest North Drainage Improvements - Phase 2
1.31 Forest North Drainage Improvements - Phase 3
2.16 Lakeline Blvd. (Lyndhurst to Parmer Lane)
2.45 Lakeline Blvd. at US 183
2.49 Lakeline Blvd. Right Turn Lanes ----
4.05 CR 112 - Phase 1
4.45 CR 170
4.53 IH 35 Operational Analysis ----

---- Study

2013 ROAD BOND PROGRAM PROJECTS

Precinct 1 - Commissioner Cook



In Design

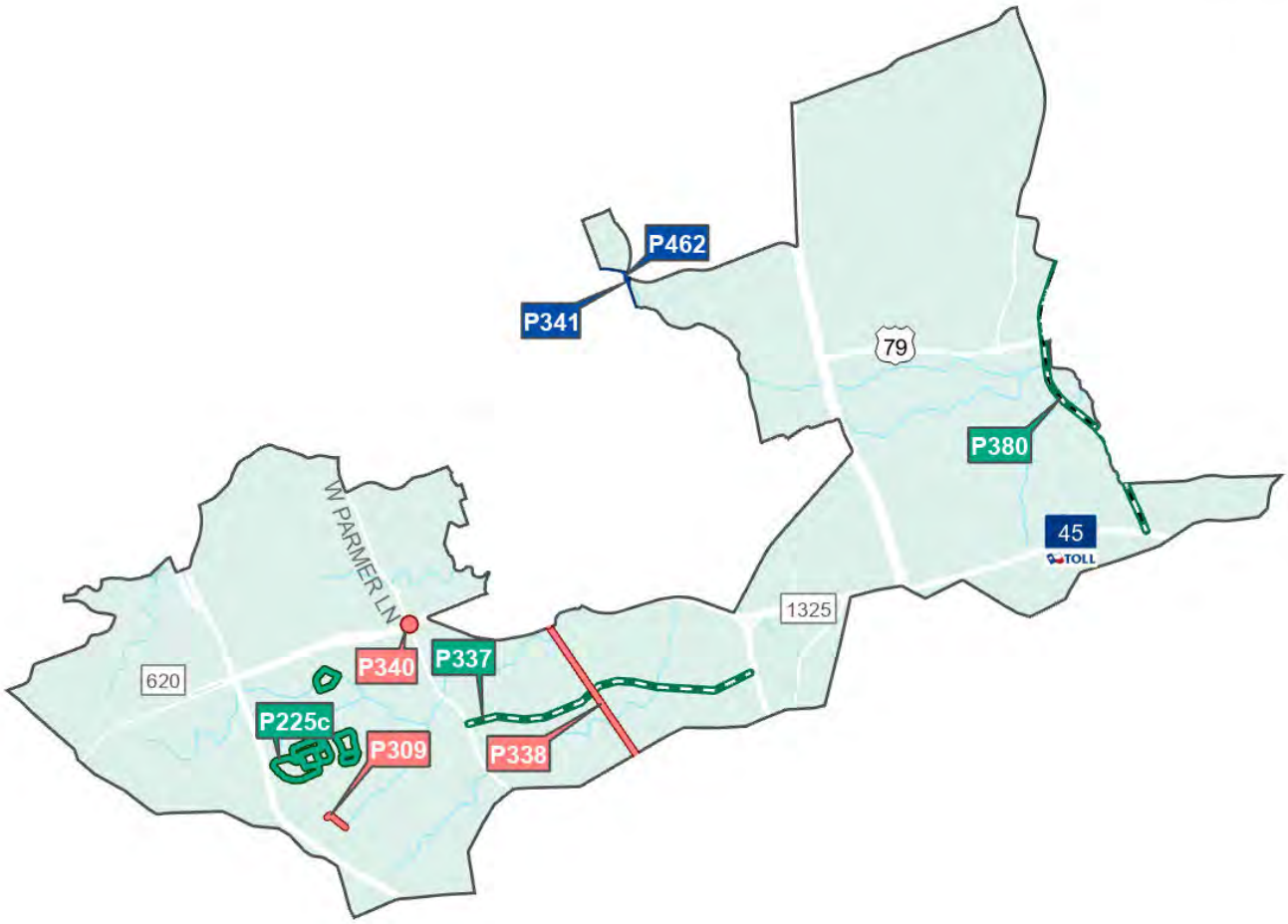
309 Pond Springs Road Area Drainage Improvements

Completed/Open to Traffic

224 North Mays Street Extension (Paloma Drive to Oakmont Drive)
225a Forest North Drainage Improvements Anderson Mill Zone
225b Forest North Drainage Improvements Phase 2
225c Forest North Drainage Improvements Phase 3 (Design)
227 University Boulevard Widening (IH 35 to Sunrise Road)
228 Kenney Fort Blvd Segments 2 and 3 (Forest Creek Boulevard to SH 45)
258 IH 35 Corridor Operational Analysis (SH 45 to RM 1431)
264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)
278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
331 Lakeline Boulevard Right Turn Lanes
441 Roundville Lane (A.W. Grimes Boulevard to EBFR of SH 45)

2019 ROAD BOND PROGRAM PROJECTS

Precinct 1 - Commissioner Cook



In Design

309 Pond Springs Road Area Drainage Improvements
338 Robinson Ranch Road (SH 45/RM 620 to McNeil Road)
340 Parmer Lane at SH 45 Interchange

Under Construction/Bidding

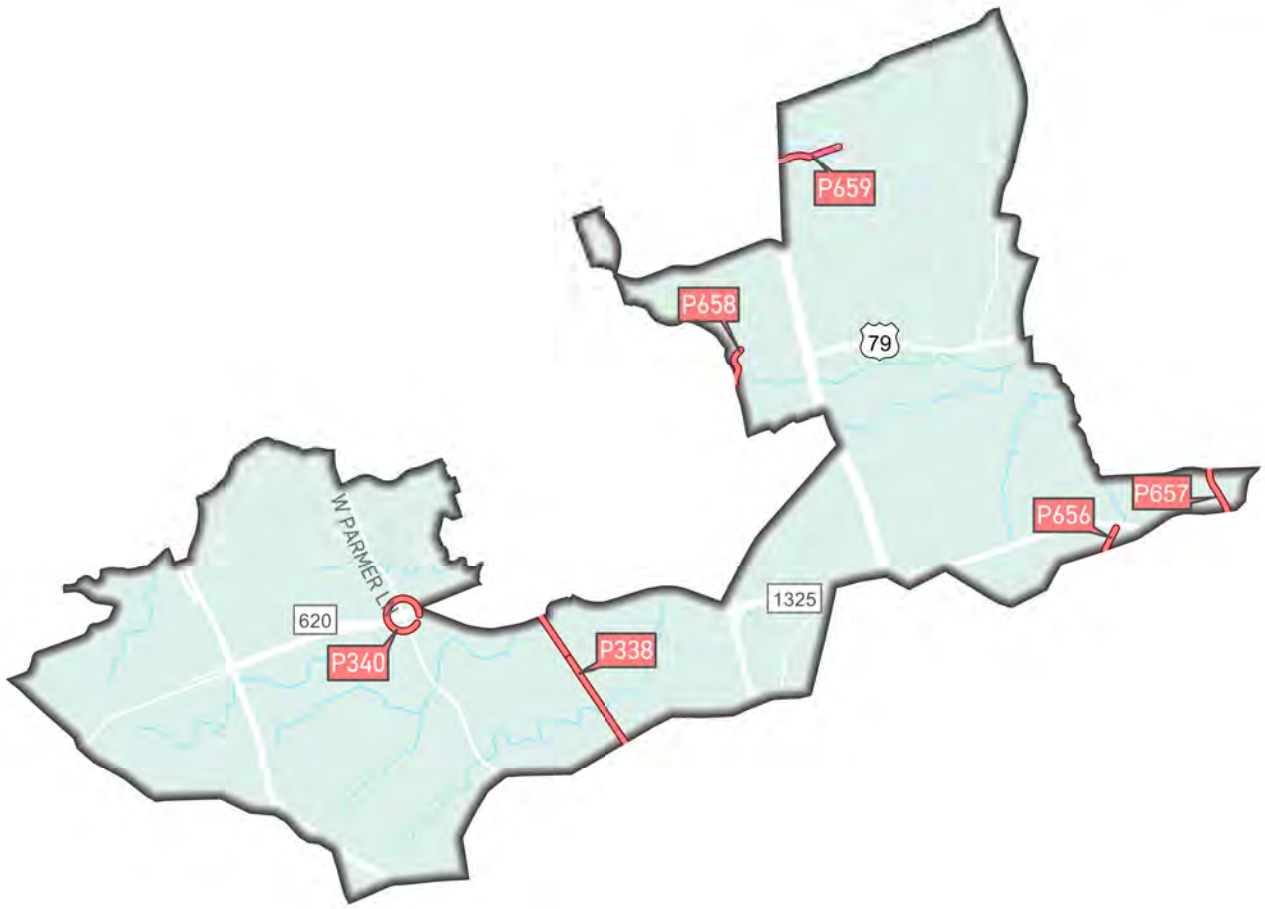
341 Wyoming Springs Extension (Brightwater Boulevard/Creek Bend to Sam Bass Road)
462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

Completed/Open to Traffic

225c Forest North Drainage Improvements Phase 3
337 Anderson Mill Road (FM734 - Loop 1)
380 MoKan (University Boulevard to SH 45)

2023 ROAD BOND PROGRAM PROJECTS

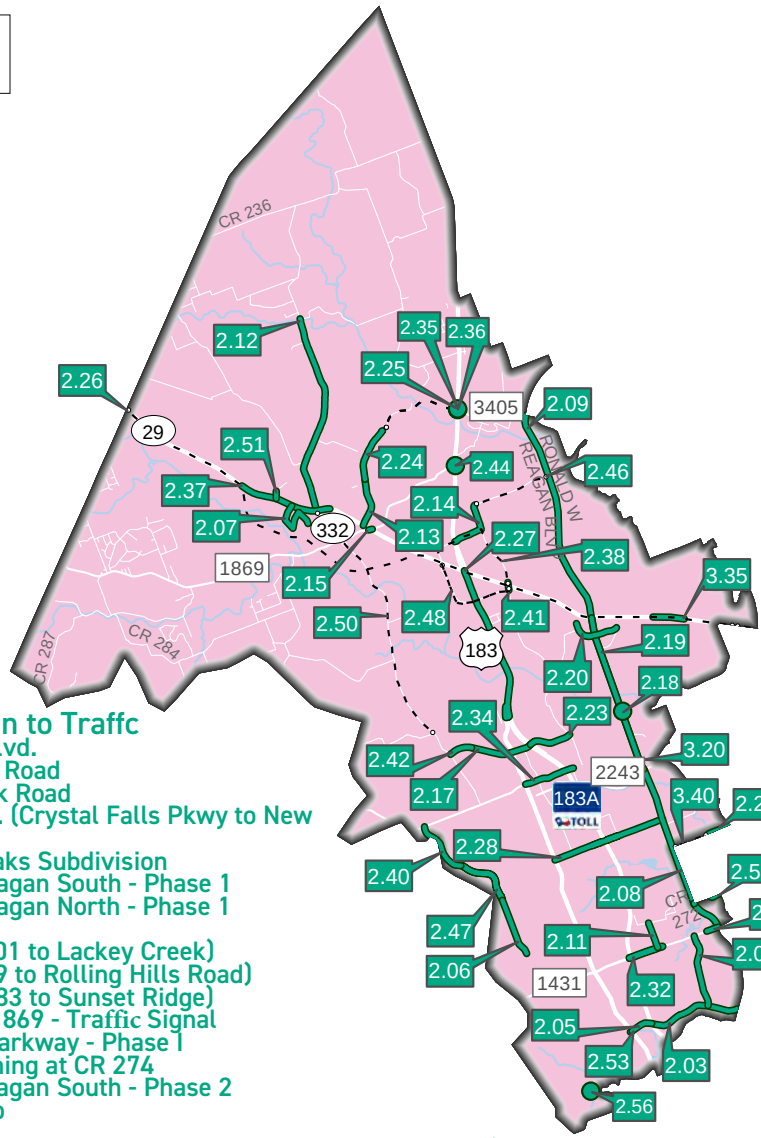
Precinct 1 - Commissioner Cook



In Design

P338 Robinson Ranch Road (SH 45 / RM 620 to McNeil Road)
P340 Parmer Lane at SH 45 (Parmer Lane / SH 45)
P656 Schultz Lane (Louis Henna Blvd to New Meister Lane)
P657 Red Bud Lane Widening (Gattis School Road to Heatherwilde Blvd)
P658 Deepwood Drive (Deepwood Dr to Sam Bass Rd)
P659 Eagles Nest Extension (Cypress Blvd to west of Chisholm Trail Road)

2000/2006 Road Bond Program Projects
Precinct 2 - Commissioner Long

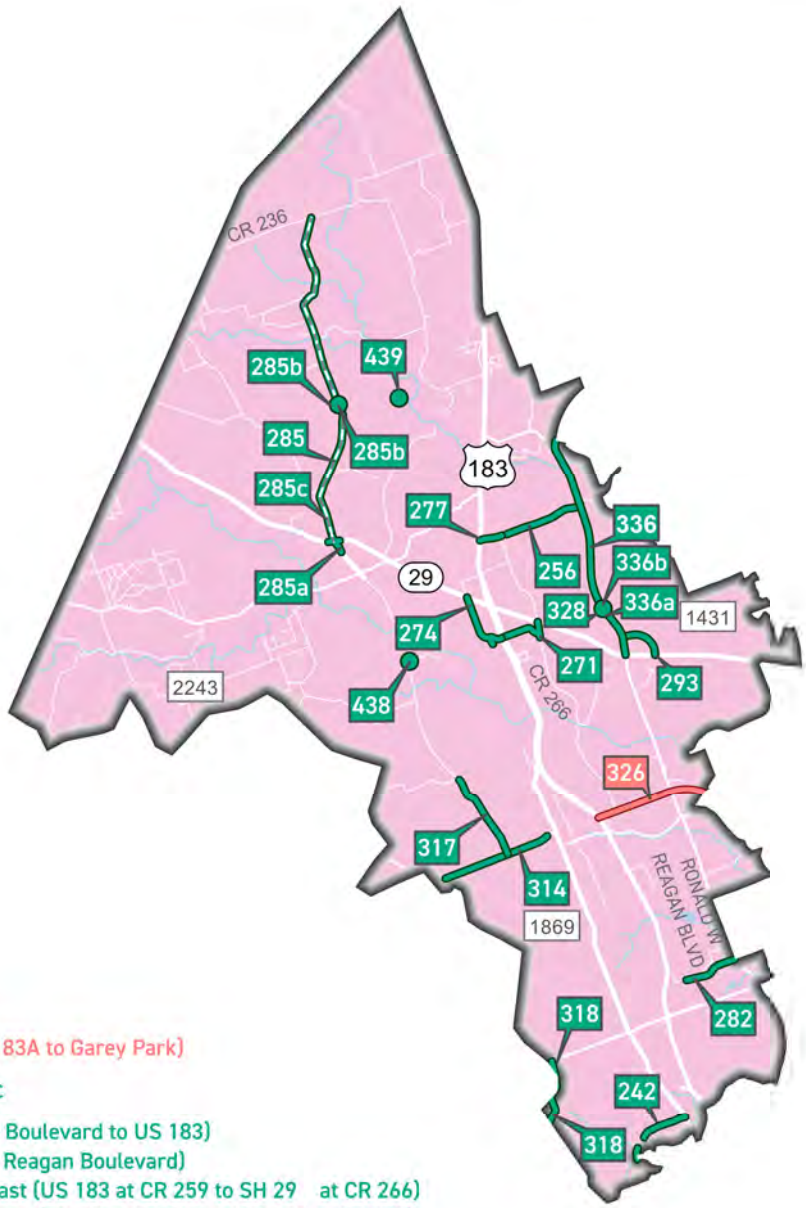


Completed/Open to Traffc

2.01 Vista Ridge Blvd.
2.03 Brushy Creek Road
2.05 Cypress Creek Road
2.06 Lakeline Blvd. (Crystal Falls Pkwy to New Hope Dr)
2.07 River Bend Oaks Subdivision
2.08 Ronald W. Reagan South - Phase 1
2.09 Ronald W. Reagan North - Phase 1
2.11 CR 185
2.12 CR 200 (CR 201 to Lackey Creek)
2.13 CR 214 (SH 29 to Rolling Hills Road)
2.14 CR 258 (US 183 to Sunset Ridge)
2.15 SH 29 at FM 1869 - Traffic Signal
2.17 San Gabriel Parkway - Phase I
2.18 US 183 Widening at CR 274
2.19 Ronald W. Reagan South - Phase 2
2.20 Kau man Loop
2.22 CR 179
2.23 San Gabriel Parkway - Phase 2
2.24 CR 214 - Phase 2A
2.25 CR 214 - Phase 2B Schematic ----
2.26 SH 29 Improvements and Schematic ----
2.27 US 183 (PTF)
2.28 CR 272 Overlay (1st)
2.32 RM 1431
2.34 Hero Way
2.35 US 183 at FM 3405 Traffic Signal
2.36 US 183 at FM 3405 Left Turn Lanes
2.37 SH 29 TWLTL in Liberty Hill
2.38 CR 260 / CR 266 at SH 29
2.40 Lakeline Blvd. Phase 2 (Old Quarry Rd. to Old 2243)
2.41 Seward Junction Improvements ----
2.42 San Gabriel Parkway West
2.44 US 183 at RM 1869
2.46 CR 258 (Sunset Ridge to Reagan Blvd) (Design) ----
2.47 Lakeline Blvd. Phase 3 (Crystal Falls Pkwy. to Old Quarry Rd.)
2.48 Seward Junction Schematic (SE and SW) ----
2.50 Bagdad Rd. North Phase 2 Schematic (CR 280 to SH 29) ----
2.51 CR 277
2.52 RM 1431 at Parmer / Reagan CFI
2.53 Cypress Creek Road at US 183
2.54 CR 272 Overlay
2.56 Cypress Creek Road at Lakeline
2.57 Brushy Creek Road at Parmer Lane
3.20 Ronald W. Reagan South - Phase 2
3.35 SH 29 at Park Place Dr. & Jack Nicklaus Blvd.

2013 ROAD BOND PROGRAM PROJECTS

Precinct 2 - Commissioner Long



In Design

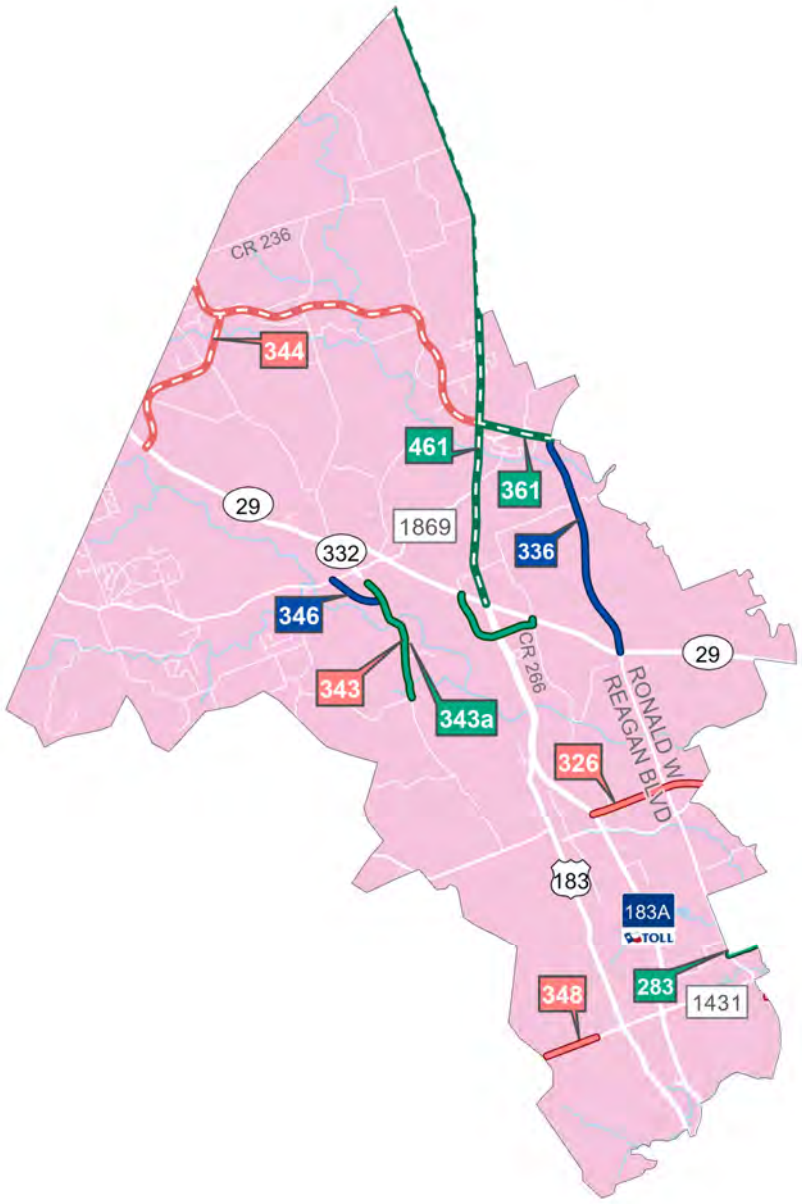
326 RM 2243 Realignment (183A to Garey Park)

Completed/Open to Traffic

242 Little Elm Trail (Lakeline Boulevard to US 183)
256 CR 258 (Sunset Ridge to Reagan Boulevard)
271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)
277 CR 258 Extension (US 183 to Sunset Ridge Drive)
282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Boulevard)
285 CR 200 Study and Schematic (SH 29 to CR 236)
285a State Highway 29 Intersection at CR 200/Loop 332
285b CR 200 at Bold Sundown Left Turn Lane
285c CR 200 (CMTA Railroad to CR 201)
293 Kauffman Loop Phase 1 - Two Lanes (northeast quadrant of Reagan at SH 29)
314 Old 2243/Hero Way West (Lakeline Boulevard to west of US 183)
317 Bagdad Road North (Collaborative Way to RM 2243)
318 Anderson Mill Road (Gaspar Bend to RM 1431)
328 Ronald Reagan at Santa Rita
336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)
336a Ronald Reagan Boulevard Widening & Temp Signals at Santa Rita Boulevard
336b Ronald Reagan Safety Improvements
438 Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)
439 San Gabriel Ranch Road Bridge at Lackey Creek

2019 ROAD BOND PROGRAM PROJECTS

Precinct 2 - Commissioner Long



In Design

326 RM 2243 Realignment (183A to Garey Park)
343 Bagdad Road/ CR 279 (Loop 332 to CR 281/ Leander City Limits to Sam Bass Road)
344 Corridor I2 (Burnet County Line to US 183)
348 Whitestone Boulevard Widening (West of Anderson Mill to Bagdad Road)

Under Construction/ Bidding

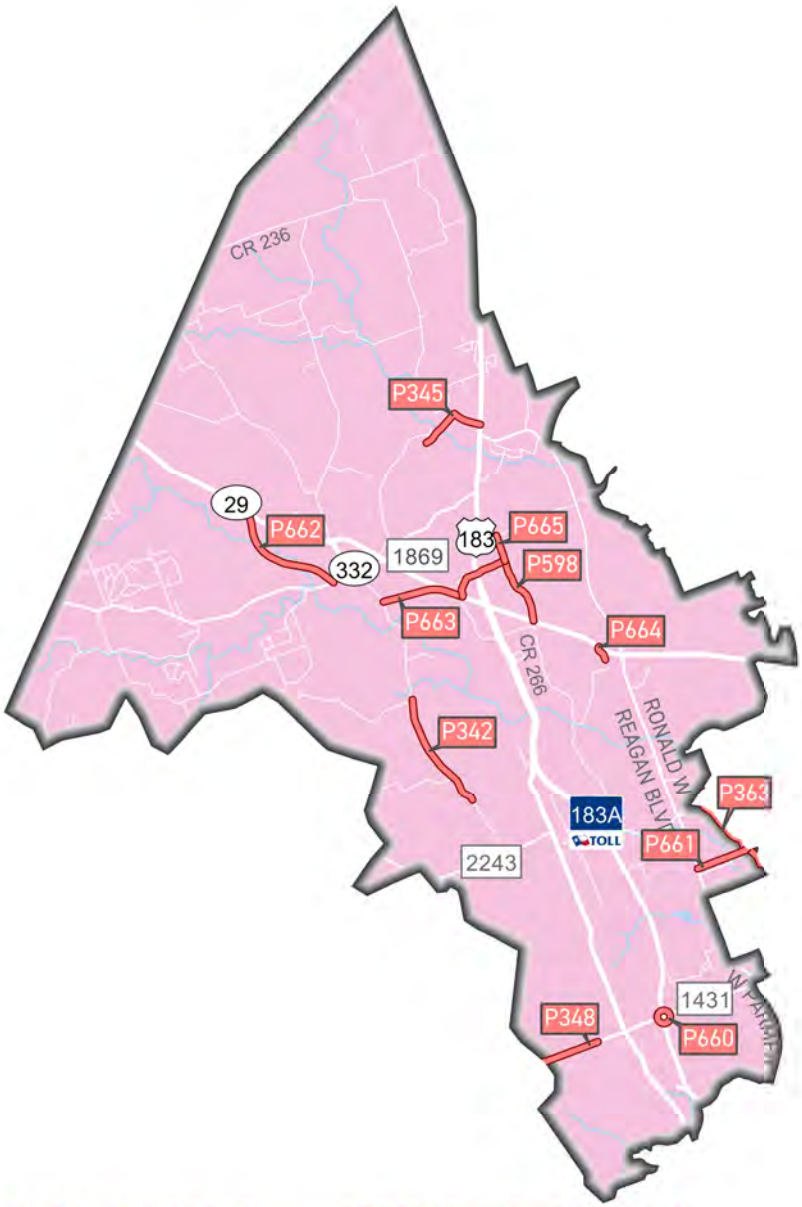
336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)
346 Liberty Hill (SH 29) Bypass (RM 1869 to CR 279)

Completed/ Open to Traffic

283 New Hope Drive Extension Phase 2A (Ronald Reagan Boulevard to Sam Bass Road)
343a Bagdad Road/ CR 279 (ROW Clearing)(Loop 332 to CR 281/ Leander City Limits to Sam Bass Road)
361 Corridor I1 (FM 3405) (Ronald Reagan Boulevard to US 183)
461 Corridor F/ US 183 (Williamson/Burnet County Line to SH 29)

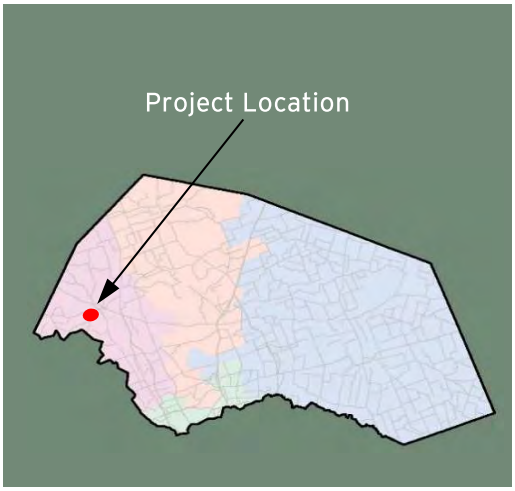
2023 ROAD BOND PROGRAM PROJECTS

Precinct 2 - Commissioner Long



In Design

P342 Bagdad Road (North of San Gabriel Parkway to CR 281 / Leander City Limits)
P345 CR 214 (End of CR 214 to US 183)
P348 Whitestone Boulevard Widening (west of Anderson Mill to Bagdad Road)
P363 CR 175 (South of Creek Meadow Cove to RM 2243)
P598 Seward Junction Loop (SH 29/CR 260 to SH 29/CR 213)
P660 RM 1431 at 183A Intersection
P661 Crystal Falls Parkway (Ronald Reagan Blvd to CR 175)
P662 Liberty Hill Bypass West (SH 29 (west of Liberty Hill High School) to RM 1869)
P663 Liberty Hill Bypass East (Bagdad Road/CR 279 to SH 29)
P664 Kauffman Loop (SH 29 to north terminus of Kauffman Loop)
P665 CR 258 (Seward Junction Loop to CR 258 Extension)



Liberty Hill Bypass Improvements
(RM 1869 to CR 279)

Project Length: 2.316 Miles
Roadway Classification: Bagdad Road (Arterial);
Liberty Hill Bypass (Minor Arterial)

Project Schedule: February 2024 - Late 2025
Estimated Construction Cost: $14.2 Million

AUGUST 2025 IN REVIEW

8/1/2025: Chasco Constructors will resume work once the utilities are relocated. PEC continued relocating the power poles on Bagdad Road.

8/8/2025: Chasco Constructors placed the flowable grout in post holes from 6 removed PEC utility poles on the east side of Bagdad Road. PEC continued removing and relocating the utilities on Bagdad Road from the east side to the west side.

8/15/2025: PEC completed the utility relocation on Bagdad Road. Chasco is scheduling to remobilize and continue roadwork.

8/22/2025: PEC completed the utility relocation on Bagdad Road. Chasco will remobilize and continue roadwork next week.

8/29/2025: Chasco is preparing to mobilize back in and resume roadway construction. The waterline exhibit was discussed with City of Liberty Hill. Coordination with TxDOT to expedite the waterline utility permit is ongoing.

Design Engineer: LJA
Contractor: Chasco Constructors
Construction Observation:
David Thomas, HNTB

Williamson County
Road Bond Program

HNTB

Project Name: Liberty Hill Bypass (SH 29) Bypass
Project No. 24IFB15

Original Contract Price = $14,149,449.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate	Total Bid Days	Days Added	Total Days
12/5/2023	12/12/2023	2/5/2024	2/15/2024			652		652

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	2/5/2024	2/29/2024	15	$1,167,168.15	$1,167,168.15	$129,685.35	$129,685.35	9	2
2	3/1/2024	3/31/2024	31	$1,206,856.44	$2,374,024.59	$134,095.16	$263,780.51	18	7
3	4/1/2024	4/30/2024	30	$1,527,575.22	$3,901,599.81	$169,730.58	$433,511.09	30	12
4	5/1/2024	5/31/2024	31	$681,539.40	$4,583,139.21	$75,726.60	$509,237.69	35	16
5	6/1/2024	6/30/2024	30	$661,450.37	$5,244,589.58	$73,494.49	$582,732.18	40	21
6	7/1/2024	7/31/2024	31	$456,995.73	$5,701,585.31	$50,777.30	$633,509.48	44	26
7	8/1/2024	8/31/2024	31	$637,416.74	$6,339,002.05	-$299,877.79	$333,631.69	46	31
8	9/1/2024	9/30/2024	30	$582,204.65	$6,921,206.70	$30,642.35	$364,274.04	50	35
9	10/1/2024	10/31/2024	31	$411,590.27	$7,332,796.97	$21,662.64	$385,936.68	53	40
10	11/1/2024	11/30/2024	30	$621,797.80	$7,954,594.77	$32,726.20	$418,662.88	58	44
11	12/1/2024	12/31/2024	31	$709,248.80	$8,663,843.57	$37,328.89	$455,991.77	63	49
12	1/1/2025	1/31/2025	31	$831,689.33	$9,495,532.90	$43,773.12	$499,764.89	69	54
13	2/1/2025	2/28/2025	28	$228,803.99	$9,724,336.89	$12,042.31	$511,807.20	71	58
14	3/1/2025	3/31/2025	31	$133,386.41	$9,857,723.30	$7,020.34	$518,827.54	72	63
15	4/1/2025	4/30/2025	30	$218,961.64	$10,076,684.94	$11,524.30	$530,351.84	73	68
16	5/1/2025	5/31/2025	31	$60,112.44	$10,136,797.38	$3,163.81	$533,515.65	74	72
17	6/1/2025	6/30/2025	30	$2,375.00	$10,139,172.38	$125.00	$533,640.65	74	77
18	7/1/2025	7/31/2025	31	$2,375.00	$10,141,547.38	$125.00	$533,765.65	74	82
19	8/1/2025	8/31/2025	31	$2,375.00	$10,143,922.38	$125.00	$533,890.65	74	87

8/31/2025 Comments - Chasco is preparing to mobilize back in and resume roadway construction. The waterline exhibit was discussed with City of Liberty Hill. Coordination with TxDOT to expedite the waterline utility permit is ongoing.

Change Order Number	Approved	Cost This CO	Total COs
01	4/17/2024	$ 29,260.00	$ 29,260.00

2. Differing Site Conditions (unforeseeable) 2G: Unadjusted utility (unforeseeable): This Change Order compensates the Contractor for lowering and encasing existing water service lines to the Williamson County Adult Probation Center and Parcel 41. The service lines will be lowered and encased 2 and ½ feet below finish grade of the ditches. This will allow for water service to be maintained across the proposed roadway, allows the lines to be removed if needed for any repairs and will not compromise the roadway structure if they do need future repairs.

Change Order Number	Approved	Cost This CO	Total COs
02	6/24/2024	$ 21,500.00	$ 50,760.00

6D. Untimely ROW/Utilities. Right-of-Way not clear (County responsibility for ROW). This Change Order compensates the Contractor for clearing the PEC easement to expedite the relocation process.

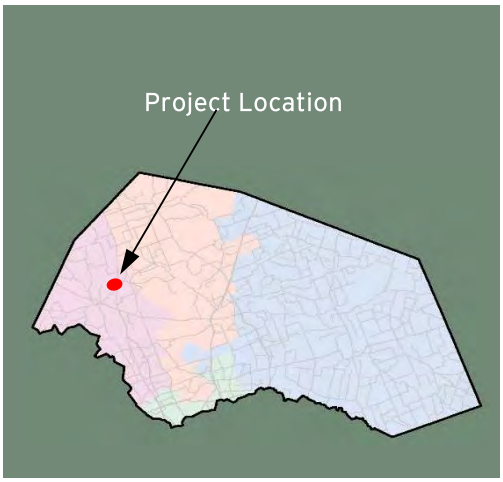
Change Order Number	Approved	Cost This CO	Total COs
03	7/3/2024	$ 229,702.00	$ 280,462.00

3M. County Convenience. Other.: The City of Liberty Hill's water line project was delayed until the first quarter of 2025, Originally , this was scheduled to be clear in October of 2024. It has been decided to add the water line work to the LHB roadway project via Change Order to Williamson County's project. this will help avoid delays of the roadway construction.

Change Order Number	Approved	Cost This CO	Total COs
04	3/11/2025	$14,900.00	$ 295,362.00

2.Differing Site Conditions (unforeseeable). 2G: Unadjusted utility (unforeseeable): This Change Order compensates the Contractor for relocating an existing water service line that crossed the ROW to provide water to the property owners cattle.

Adjusted Price = $14,444,811.00



Ronald Reagan Boulevard Widening
(SH 29 to FM 3405)

Project Length: 5.217 Miles
Roadway Classification: Arterial

Project Schedule: September 2024 - Summer 2027
Estimated Construction Cost: $52.2 Million

AUGUST 2025 IN REVIEW

8/1/2025: Subcontractor Lonestar Paving placed seal coat and hot mix asphalt on the north side of CR 258 and the southbound Ronald Reagan Boulevard intersection.

8/8/2025: Chasco Constructors continued pouring the concrete safety-end-treatments for various driveway culverts and pouring the concrete rip rap at the Tributary to the Middle Fork San Gabriel River bridge.

8/15/2025: Subcontractor ESSI continued the full width mowing throughout the project. Subcontractor Wylie Drilling completed drilling and pouring concrete for the drill shafts at the North Fork San Gabriel River bridge.

8/22/2025: Chasco Constructors continued forming and pouring concrete riprap at the Tributary to the Middle Fork San Gabriel River bridge.

8/29/2025: Chasco Constructors continued forming and pouring concrete for Abutment #1, Bent #2 cap, and columns for Bents #4 and #5 at the North Fork San Gabriel River bridge.

Design Engineer: STV
Contractor: Chasco Constructors
Construction Observation:
Joseph Jones, HNTB

Williamson County
Road Bond Program

HNTB

Project Name: Ronald Reagan Boulevard Widening
Project No. 24IFB57

Original Contract Price = $52,159,299.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
6/25/2024	7/16/2024	8/22/2024	9/3/2024				1035		1035

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	8/23/2024	9/30/2024	28	$2,029,611.47	$2,029,611.47	$225,512.39	$225,512.39	4	3
2	10/1/2024	10/31/2024	31	$2,645,578.35	$4,675,189.82	$293,953.15	$519,465.54	10	6
3	11/1/2024	11/30/2024	30	$4,173,296.52	$8,848,486.34	$463,699.61	$983,165.15	19	9
4	12/1/2024	12/31/2024	31	$1,533,429.88	$10,381,916.22	$170,381.10	$1,153,546.25	22	12
5	1/1/2025	1/31/2025	31	$2,612,385.98	$12,994,302.20	$290,265.11	$1,443,811.36	28	15
6	2/1/2025	2/28/2025	28	$1,433,194.05	$14,427,496.25	$159,243.78	$1,603,055.14	31	17
7	3/1/2025	3/31/2025	31	$1,290,963.39	$15,718,459.64	$143,440.38	$1,746,495.52	33	20
8	4/1/2025	4/30/2025	30	$1,693,811.24	$17,412,270.88	$188,201.24	$1,934,696.76	37	23
9	5/1/2025	5/31/2025	31	$641,905.86	$18,054,176.74	$71,322.88	$2,006,019.64	38	26
10	6/1/2025	6/30/2025	30	$584,210.97	$18,638,387.71	$64,912.33	$2,070,931.97	39	29
11	7/1/2025	7/31/2025	31	$1,823,106.20	$20,461,493.91	$202,567.35	$2,273,499.32	43	32
12	8/1/2025	8/31/2025	31	$2,170,665.08	$22,632,158.99	$241,185.01	$2,514,684.33	48	35

8/31/2025 Comments - Chasco Constructors continued the roadway excavation and embankment in various areas throughout the project. The contractor continued forming and pouring the concrete riprap at the Tributary to the Middle Fork San Gabriel River bridge. Chasco continued forming and pouring concrete for Abutment #1, Bent #2 cap, and columns for Bents #4 and #5 at the North Fork San Gabriel River bridge.

Change Order Number	Approved	Cost This CO	Total COs
01	8/8/2179	$ 145,428.00	$ 145,428.00

1A. Incorrect PS&E: This Change Order adds water line items to the Contract for the change in pipe classification, due to a discrepancy between the plan set and the bid form, as well as additional tonnage for an extra 18-inch fitting that was not accounted for in the original plans.

Change Order Number	Approved	Cost This CO	Total COs
02	11/26/2024	$ 29,362.00	$ 174,790.00

1A. Incorrect PS&E. This Change Order adds an item for encasement pipe to house the water line underneath a crossing of Ronald Reagan Blvd. that is called out in the plans but not included in the bid tabs.

Change Order Number	Approved	Cost This CO	Total COs
03	12/19/2024	$ 28,962.50	$ 203,752.50

3L. County Convenience. Revising safety work/measures desired by the County. This Change Order adds multiple items for pavement markings. Due to the high amount of traffic along Ronald Reagan between SH 29 and FM 3405, the existing striping is difficult to see or is missing. By restriping Ronald Reagan, it will improve the safety of the traveling public.

Change Order Number	Approved	Cost This CO	Total COs
04	3/11/20256	$90,550.00	$ 294,302.50

1A. Design Error or Omission. Incorrect PS&E. This Change Order adds quantities and new items to match the traffic signal poles with the foundation types shown on the plans. In addition, it corrects traffic signal work quantities and missing items not included on the as-bid plan set.

Change Order Number	Approved	Cost This CO	Total COs
05	4/29/2025	$ 16,261.00	$ 310,563.50

1A. Design Error or Omission. Incorrect PS&E.: This Change Order adds an item for the transition sections of the metal beam guard fence (MBGF) to the concrete rail at all of the bridge locations.

Adjusted Price = $52,469,862.50

Project Name: Bagdad Road ROW Clearing
Project No. 25IFB6

Original Contract Price = $1,253,832.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
11/19/2024	11/26/2024	1/17/2025	1/27/2025	4/6/2025			90		90

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	1/1/2025	1/31/2025	5	$88,074.00	$88,074.00	$9,786.00	$9,786.00	8	6
2	2/1/2025	2/28/2025	28	$158,712.30	$246,786.30	$17,634.70	$27,420.70	21	37
3	3/1/2025	3/31/2025	31	$508,387.00	$755,173.30	-$12,009.00	$15,411.70	58	71
4	4/1/2025	4/30/2025	6	$45,043.74	$800,217.04	$919.26	$16,330.96	61	78

8/31/2025 Comments - The demolition of the structure in the ROW is complete, project close out in progress.

Change Order Number	Approved	Cost This CO	Total COs
01	4/1/2025	$ 8,547.00	$ 8,547.00

4D. Third Party Accommodation. Other.: This Change Order compensates the Contractor for constructing water gaps on Parcels 21-A and 21-B. The water gaps were included in the ROW acquisition and part of the Real Estate Agreement, but did not make it into the construction plans.

Change Order Number	Approved	Cost This CO	Total COs
02	5/23/2025	$35,000.00	$43,547.00

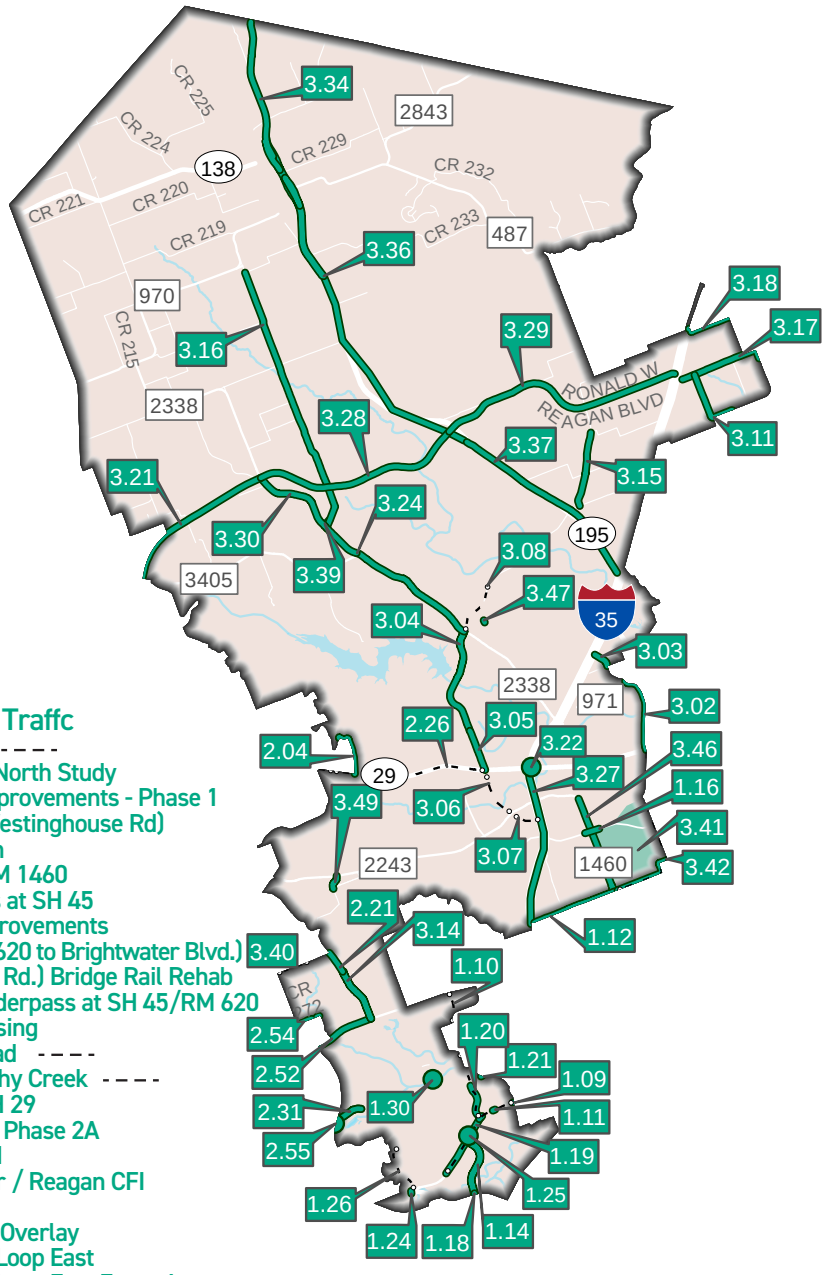
2. Differing Site Conditions 2J. Other: This Change Order adds an item for Vegetative Watering to help establish vegetation throughout the project now that it has been cleared.

Change Order Number	Approved	Cost This CO	Total COs
03	6/17/2025	$39,200.00	82,747.00

3F. County Convenience. Additional work desired by the County.: This Change Order is adding an item to the Contract for demolishing a house that is within the County Right-of-Way (ROW). The house will be demolished to prevent vandalism and to minimize any safety risks to County.

Adjusted Price = $1,336,579.00

2000/2006 Road Bond Program Projects
Precinct 3 - Commissioner Covey



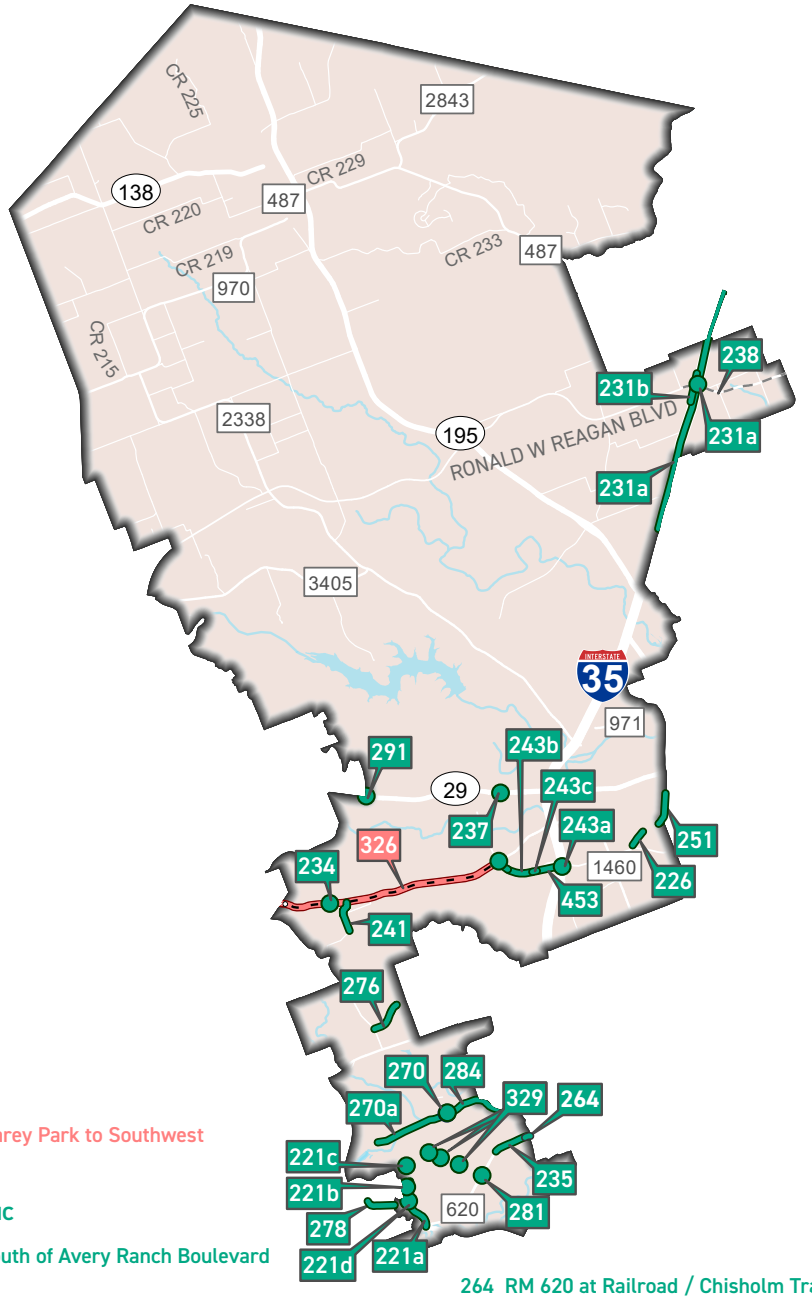
Study

Completed/Open to Traffc

1.09 RM 620 Feasibility - - - -
1.10 Wyoming Springs North Study
1.11 RM 620 Interim Improvements - Phase 1
1.12 CR 111/CR 105 (Westinghouse Rd)
1.14 O'Connor Extension
1.16 SE Inner Loop at FM 1460
1.18 O'Connor Overpass at SH 45
1.19 RM 620 Safety Improvements
1.20 Wyoming Springs (620 to Brightwater Blvd.)
1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
1.24 Pearson Ranch Underpass at SH 45/RM 620
1.25 King of Kings Crossing
1.26 Pearson Ranch Road - - - -
1.30 Great Oaks at Brushy Creek - - - -
2.04 Cedar Hollow at SH 29
2.21 CR 175 Extension - Phase 2A
2.31 Brushy Creek Road
2.52 RM 1431 at Parmer / Reagan CFI
2.54 CR 272 Overlay
2.55 Brushy Creek East Overlay
3.02 Georgetown Inner Loop East
3.03 Georgetown Inner Loop East Extension
3.04 Georgetown Inner Loop - Project 1
3.05 Georgetown Inner Loop - Project 2
3.06 Georgetown Inner Loop - Project 3 - - - -
3.07 Georgetown Inner Loop - Project 4 - - - -
3.08 Georgetown Inner Loop - Project 5 - - - -
3.11 CR 145
3.14 CR 175
3.15 CR 234
3.16 CR 245
3.17 CR 311
3.18 CR 314
3.21 Ronald W. Reagan North - Phase 2
3.22 IH 35 at SH 29 Turnarounds (PTF)
3.24 Williams Drive (RM 2338)
3.27 IH 35 Northbound Frontage Rd. and Ramps
3.28 Ronald W. Reagan North - Phase 3
3.29 Ronald W. Reagan North - Phase 4
3.30 RM 2338 (PTF)
3.34 SH 195 Project 1
3.36 SH 195 Project 2
3.37 SH 195 Project 3
3.39 CR 245 Realignment
3.40 CR 179 - - - -
3.41 CR 110 / Arterial A Study (design)
3.42 CR 111 / CR 105 Westinghouse Rd. (FM 1460 to SH 130) (Design)
3.46 FM 1460 North
3.47 Madrid Drive Extension
3.49 CR 176 At RM 2243 - Intersection/Safety Improvements

2013 ROAD BOND PROGRAM PROJECTS

Precinct 3 - Commissioner Covey



In Design

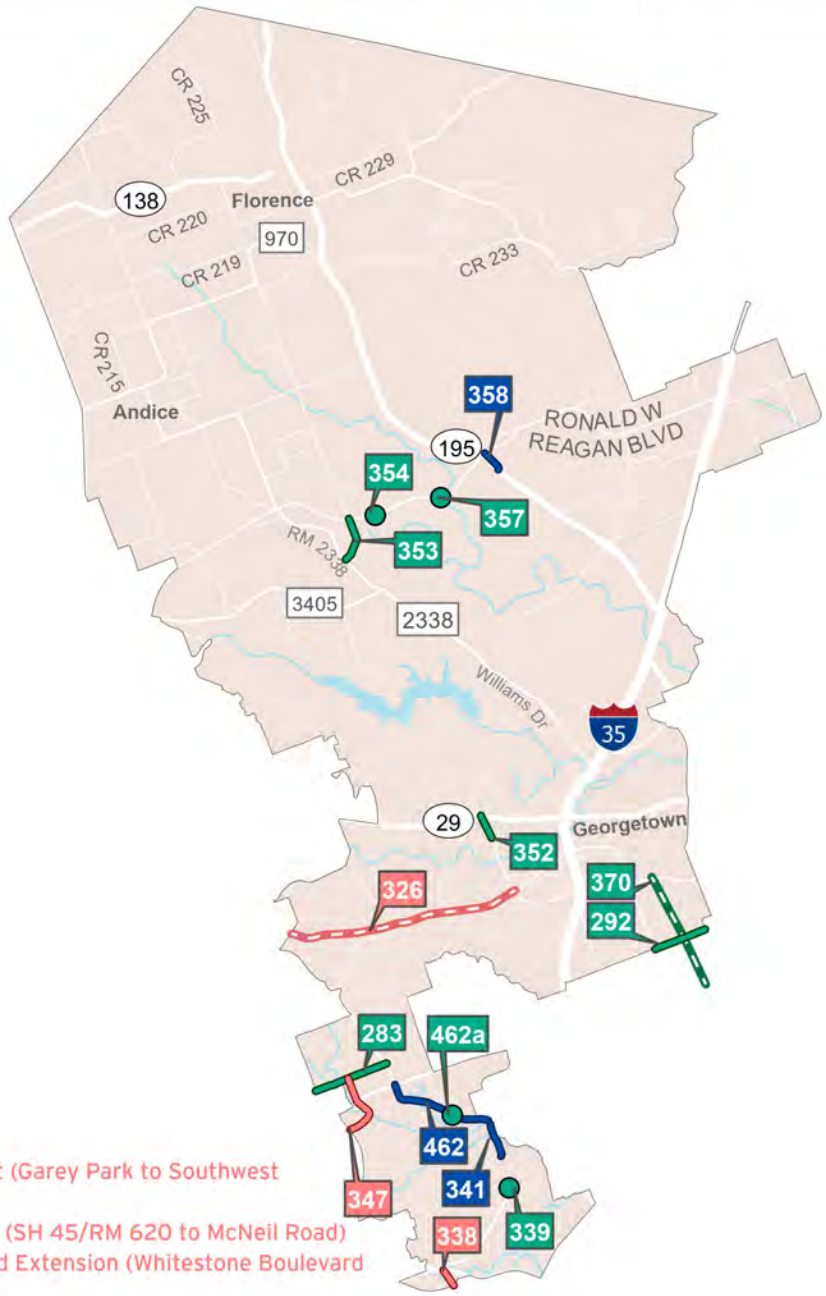
326 RM 2243 Realignment (Garey Park to Southwest Bypass)

Completed/Open to Traffic

221a Pearson Ranch Road (South of Avery Ranch Boulevard to SH 45 ROW)
221b Pearson Ranch Road and Iveans Way Pedestrian Crossing
221c Pearson Ranch Road at Avery Ranch Boulevard Traffic Signal
221d Neenah Avenue and Pearson Ranch Road Traffic Signal
226 Inner Loop Safety Improvements (LTL at Wilco Way)
231a IH 35 Ramp Reversal and Frontage Road Conversion (FM 972 to CR 312)
231b Relocation of 48" Williamson County Regional Raw Waterline - Line B
231c Ronald Reagan Boulevard at IH 35 Bridge Replacement
234 RM 2243 at Escalera Parkway (Intersection Improvements)
235 RM 620 Phase 2 (Wyoming Springs to Deep Wood Drive)
237 SH 29 at DB Wood (Intersection Improvements)
238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95)
241 CR 176 at RM 2243 Intersection (Safety Improvements)
243a Southwest Bypass Driveways
243b Southwest Bypass Access Route
243c Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)
251 Inner Loop Safety Improvements (LTL at Central Maintenance Facility)
264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)
270 Great Oaks Drive Bridge at Brushy Creek
270a Great Oaks Drive Waterline Relocations
276 Arterial H Extension Phase 1 (CR 175 to Massey Way)
278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
281 O'Connor Drive North of RM 620 Traffic Study and Safety Improvements
284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
291 SH 29 at Cedar Hollow (Intersection Improvements)
292 Westinghouse Road/CR 111/CR 105 (FM 1460 to SH 130)
329 O'Connor Drive Traffic Signals (Morgan Hill, Great Oaks and Liberty Walk Intersections)
453 Southwest Bypass Segment 1 (Southbound IH 35 to 0.5 miles west)

2019 ROAD BOND PROGRAM PROJECTS

Precinct 3 - Commissioner Covey



In Design

326 RM 2243 Realignment (Garey Park to Southwest Bypass)

338 Robinson Ranch Road (SH 45/RM 620 to McNeil Road)

347 Toro Grande Boulevard Extension (Whitestone Boulevard to Parmer Lane)

Under Construction/ Bidding

341 Wyoming Springs Extension (Brightwater Boulevard/ Creek Bend to Sam Bass Road)

358 SH 195 at Ronald Reagan Boulevard

462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

Completed/ Open to Traffic

283 New Hope Drive Extension Phase 2A (Ronald Reagan Boulevard to Sam Bass Road)

292 CR 111/ CR 105 Westinghouse (FM 1460 to SH 130)

339 Wyoming Springs Intersection Improvements (At Smyers Lane)

352 Southwest Bypass Extension (SH 29 to Wolf Ranch Parkway)

353 CR 245 (North of RM 2338 to Ronald Reagan Boulevard)

354 Ronald Reagan at Silver Spur Boulevard

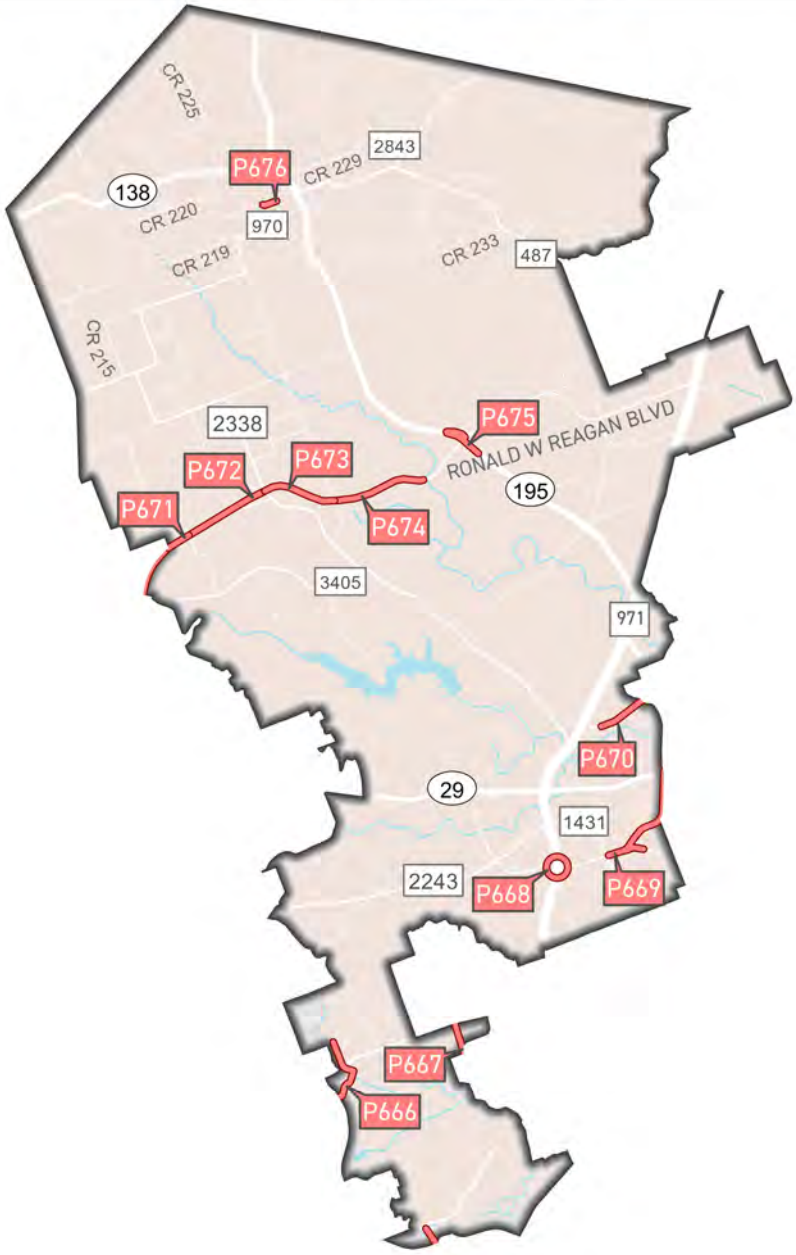
357 Ronald Reagan at Sun City Boulevard

370 MoKan (Georgetown Inner Loop to University Boulevard)

462a Corridor H/ Sam Bass Road Interim Traffic Signals (Walsh Ranch and Great Oaks Drive Intersections)

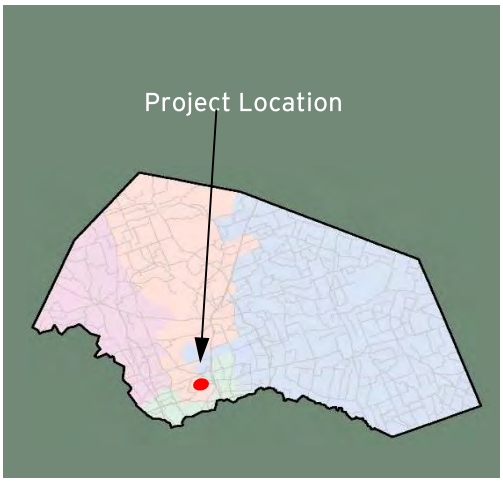
2023 ROAD BOND PROGRAM PROJECTS

Precinct 3 - Commissioner Covey



In Design

P666 Toro Grande Boulevard Extension (Parmer Lane to New Hope)
P667 Wyoming Springs Drive (End of Wyoming Springs Drive / Behrens Ranch to RM 1431)
P668 I-35 at Inner Loop Interchange (SE Inner Loop / SW Bypass)
P669 SE Inner Loop (FM 1460 to SH 29)
P671 Ronald Reagan Boulevard Widening - Segment C1 (FM 3405 to CR 289)
P672 Ronald Reagan Boulevard Widening - Segment C2 (CR 289 to west of RM 2338)
P673 Ronald Reagan Boulevard Widening - Segment D1 (RM 2338 to CR 245)
P674 Ronald Reagan Boulevard Widening - Segment D2 (CR 245 to Sun City Blvd.)
P670 FM 971 (Gann St to SH 130)
P675 SH 195 at Ronald Reagan Boulevard - Remaining 3 Ramps
P676 West Main Street (S.Patterson Ave to CR 226)



Corridor H/Sam Bass Road
(RM 1431 to Wyoming Springs Drive)

Project Length: 2.578 Miles
Roadway Classification: Urban Minor Arterial

Project Schedule: March 2023 - Fall 2025
Estimated Construction Cost: $33.8 Million

AUGUST 2025 IN REVIEW

8/1/2025: Cash Construction continued excavating for the concrete driveways between Walsh Ranch Boulevard and Tonkawa Trail. Cash Construction continued the storm sewer box culvert installation between the Live Oak Circle and the BCMUD driveway.

8/8/2025: Subcontractor Viking Fence installed the fence at the easements north of Thousand Oaks and at Walsh Middle School.

8/15/2025: Cash Construction graded ditches between Walsh Ranch Boulevard and Tonkawa Trail, and east of Thousand Oaks. Cash Construction continued the storm sewer box culvert installation between Live Oak Circle and the BCMUD driveway.

8/22/2025: Cash Construction graded ditches between Walsh Drive and Deer Trail Circle. Cash Construction completed flushing the City of Round Rock waterline, which is now fully operational.

8/29/2025: Cash Construction completed the cathodic protection at various locations on the City of Round Rock waterline.

Design Engineer: K Friese
Contractor: Cash Construction
Construction Observation:
Tracy Cooper, HNTB

Williamson County
Road Bond Program

Project Name: Corridor H/Sam Bass Road
Project No. 23IFB8

Original Contract Price = $36,145,959.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
12/20/2022	1/13/2023	3/13/2023	3/23/2023				911		911

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	4/1/2023	4/30/2023	30	$21,095.55	$21,095.55	$2,343.95	$2,343.95	0	3
2	5/1/2023	5/31/2023	31	$511,459.79	$532,555.34	$56,828.87	$59,172.82	2	7
3	6/1/2023	6/30/2023	30	$1,024,886.41	$1,557,441.75	$113,876.26	$173,049.08	5	10
4	7/1/2023	7/31/2023	31	$148,136.40	$1,705,578.15	$16,459.60	$189,508.68	5	13
5	8/1/2023	8/31/2023	31	$915,201.56	$2,620,779.71	$101,689.06	$291,197.74	8	17
6	9/1/2023	9/30/2023	30	$510,079.42	$3,130,859.13	$56,675.50	$347,873.24	10	20
7	10/1/2023	10/31/2023	31	$900,115.81	$4,030,974.94	$100,012.86	$447,886.10	13	23
8	11/1/2023	11/30/2023	30	$731,394.97	$4,762,369.91	$81,266.11	$529,152.21	15	27
9	12/1/2024	12/31/2024	31	$241,049.16	$5,003,419.07	$26,783.24	$555,935.45	16	30
10	1/1/2024	1/31/2024	31	$412,213.73	$5,415,632.80	$45,801.53	$601,736.98	17	34
11	2/1/2024	2/29/2024	29	$986,810.97	$6,402,443.77	$109,645.66	$711,382.64	21	37
12	3/1/2024	3/31/2024	31	$909,406.35	$7,311,850.12	$101,045.15	$812,427.79	24	40
13	4/1/2024	4/30/2024	30	$1,012,728.40	$8,324,578.52	$112,525.38	$924,953.17	27	43
14	5/1/2024	5/31/2024	31	$990,023.58	$9,314,602.10	$110,002.62	$1,034,955.79	30	47
15	6/1/2024	6/30/2024	30	$714,854.15	$10,029,456.25	$79,428.24	$1,114,384.03	32	50
16	7/1/2024	7/31/2024	31	$1,590,446.20	$11,619,902.45	$176,716.24	$1,291,100.27	37	54
17	8/1/2024	8/31/2024	31	$2,563,173.18	$14,183,075.63	$284,797.02	$1,575,897.29	46	57
18	9/1/2024	9/30/2024	30	$1,009,381.83	$15,192,457.46	$112,153.54	$1,688,050.83	49	60
19	10/1/2024	10/31/2024	31	$852,486.97	$16,044,944.43	$94,720.77	$1,782,771.60	52	64
20	11/1/2024	11/30/2024	30	$832,378.89	$16,877,323.32	$92,486.55	$1,875,258.15	54	67
21	12/1/2024	12/31/2024	31	$1,329,247.75	$18,206,571.07	-$917,017.57	$958,240.58	56	70
22	1/1/2025	1/31/2025	31	$988,420.59	$19,194,991.66	$52,022.14	$1,010,262.72	59	74
23	2/1/2025	2/28/2025	28	$881,839.30	$20,076,830.96	$46,412.59	$1,056,675.31	61	77
24	3/1/2025	3/31/2025	31	$1,395,534.83	$21,472,365.79	$73,449.20	$1,130,124.51	66	80
25	4/1/2025	4/30/2025	30	$760,607.50	$22,232,973.29	$40,031.98	$1,170,156.49	68	84
26	5/1/2025	5/31/2025	31	$722,818.69	$22,955,791.98	$38,043.09	$1,208,199.58	70	87
27	6/1/2025	6/30/2025	30	$895,383.45	$23,851,175.43	$47,125.44	$1,255,325.02	73	90
28	7/1/2025	7/31/2025	31	$521,288.13	$24,372,463.56	$27,436.22	$1,282,761.24	74	94

8/31/2025 Comments - Cash Construction continued the storm sewer box culvert installation between Deer Trail Circle and Live Oak Circle. Cash completed the cathodic protection at various locations on the City of Round Rock waterline.

Change Order Number	Approved	Cost This CO	Total COs
01	6/27/2023	$ (2,394,078.12)	$ (2,394,078.12)

1B: Design Error or Omission. Other. This Change Order revises the earthwork quantities, BCMUD water line items and driveway quantities, per plan revisions issued after the Bid was awarded. The quantity for Item 110-6001 excavation was reduced by over 25% and the unit price is revised because it is considered a major bid item per the Contract.

Change Order Number	Approved	Cost This CO	Total COs
02	8/22/2023	$ 5,250.00	$ (2,388,828.12)

1B. Design Error or Omission. Other: This Change Order updates incorrect unit prices that were inadvertently used for two existing items in Change Order 1.

Change Order Number	Approved	Cost This CO	Total COs
03	9/11/2024	$ 56,523.26	$ (2,332,304.86)

2E-Differing Site Conditions (unforeseeable) & 2I-Additional Safety Needs : This Change Order adds various items to the Contract to address differing site conditions for the City of Round Rock (CORR) water line work. The proposed CORR water line tie-in to the existing line at RM 1431 varied from what was shown in the plans, which required the removal of a concrete thrust block and installation of a different connection type. In addition, the removal of an existing water line near Wyoming Springs was necessary to install the proposed CORR water line. The CORR also requested blue tape to identify their water line and revised a gate valve, which required revised fabrication drawings. This Change Order also adds items to enhance the safety on the roadway.

Change Order Number	Approved	Cost This CO	Total COs
04	9/11/2024	$ 70,739.02	$ (2,261,565.84)

6. Untimely ROW/Utilities. 6B. Right-of-Way not clear (County responsible for ROW): This Change Order adds revised plans sheets and adjusts plan quantities for the proposed detention pond needed due to Parcel 60 acquisition not being finalized at the time of design. This Change Order also adds a new drainage item due to this redesign.

Change Order Number	Approved	Cost This CO	Total COs
05	9/11/2024	$ 68,580.18	$ (2,192,985.66)

1A. Design Error or Omission. Incorrect PS&E. & 2G. Differing Site Conditions. Unadjusted utility (unforeseeable): This Change Order adds items to compensate the contractor for field adjustments on the BCMUD water line alignment to solve conflicts with existing utilities within the BCMUD water plant and the realignment of the proposed water line at the SW corner of Sam Bass Rd and Tonkawa Trail to remain inside the Right-Of-Way limits. This Change Order also compensates the Contractor for installing additional water services requested by BCMUD and for repairing several leaks on the existing water line to maintain service to BCMUD customers.

Change Order Number	Approved	Cost This CO	Total COs
06	2/25/2025	182,734.17	-2,010,251.49

4. Third Party Accommodation. 4B. This Change Order adds new items requested by City of Round Rock (CORR) for adding a trust block on the backside of the tie-in to an existing line and adding a 36in Gate Valve near FM 1431. Third party requested work: 6. Untimely ROW/Utilities. 6C. Utilities not clear: This Change Order adds various items to compensate the Contractor for additional work needed due to various existing AT&T, PEC, and Charter Utility conflicts with the proposed CORR water line work. These changes are necessary to keep the project moving forward in a timely manner and the CORR has agreed to compensate the Contactor for this additional work.

Change Order Number	Approved	Cost This CO	Total COs
07	2/25/2025	288,195.31	-1,722,056.18

4B. Third Party Accommodation. Third party requested work. This Change Order adds several items for the additional work requested by the City of Round Rock (CORR) to accommodate water line improvements along Sam Bass for a Wyoming Springs permanent connection solution. This Change Order also includes the necessary work and materials for a temporary bypass plan.

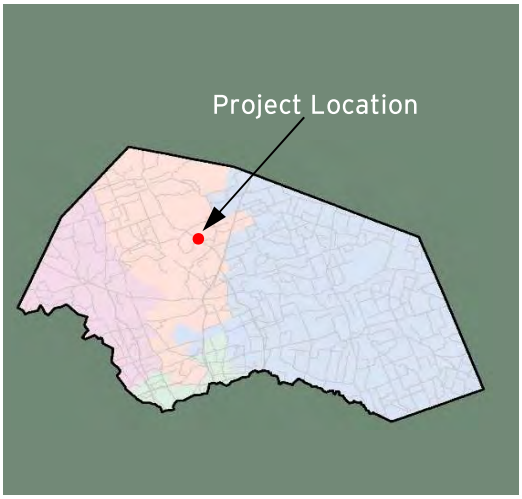
Change Order Number	Approved	Cost This CO	Total COs
08	2/25/2025	35,881.14	-1,686,175.04

6C. Untimely ROW/Utilities. Utilities not clear. This Change Order adds an item to compensate the Contractor for rock excavation / hammering required to construct the BCMUD 6-inch water line “A”. This was necessary, due to the AT&T lines not being relocated. Had AT&T been relocated the contractor would have been able to use a trencher instead of the larger track excavator to trench for the water line. This Change Order also adds an item to the contract to relocate conduits for the Walsh Ranch electrical service that powers the existing pond at Walsh Ranch Boulevard.

Change Order Number	Approved	Cost This CO	Total COs
09	7/2/2025	26,604.48	-1,659,570.56

1A. Design Error or Omission. Incorrect PS&E. This Change Order adds an item to locate a BCMUD water line tee that was not clearly identified in the plans. This Change Order also adds an item for additional sidewalk width to align bridge curb and gutter with roadway curb and gutter. This Change Order removes the 6ft privacy fence item and replaces it with an item for an 8ft privacy fence. Lastly, this Change Order adds an item to lower existing water vault lids to match the proposed SUP elevation. 4B. Third Party Accommodation. Third party requested work. This Change Order adds an additional Gate Valve and time and materials to locate an existing Gate Valve. The City of Round Rock will reimburse the County $10,375.57 for the additional gate valve and 8ft privacy fence.

Adjusted Price = $34,486,388.44



SH 195 at Ronald Reagan Boulevard (Single Ramp)
(Intersection of SH 195 and Ronald Reagan Boulevard South along SH 195)

Project Length: 0.740 Miles
Roadway Classification: Rural Freeway

Project Schedule: August 2025 - Summer 2026
Estimated Construction Cost: $3.6 Million

AUGUST 2025 IN REVIEW

8/1/2025: The Groundbreaking Ceremony was held on 8/4/25.

8/8/2025: The Notice-to-Proceed was given on 8/8/25.

8/15/2025: Joe Bland Construction is assembling schedules and preparing to mobilize to begin work.

8/22/2025: Joe Bland Construction is to begin construction next week.

8/29/2025: Joe Bland Construction placed the traffic control barricades and signs. Roadway construction is scheduled to begin next week.

Design Engineer: WGI
Contractor: Joe Bland Construction
Construction Observation:
David Thornhill, HNTB

Williamson County
Road Bond Program

HNTB

Project Name: SH 195 at Ronald Reagan Boulevard (Single Ramp)
Project No. 25IFB57

Original Contract Price = $3,608,141.00

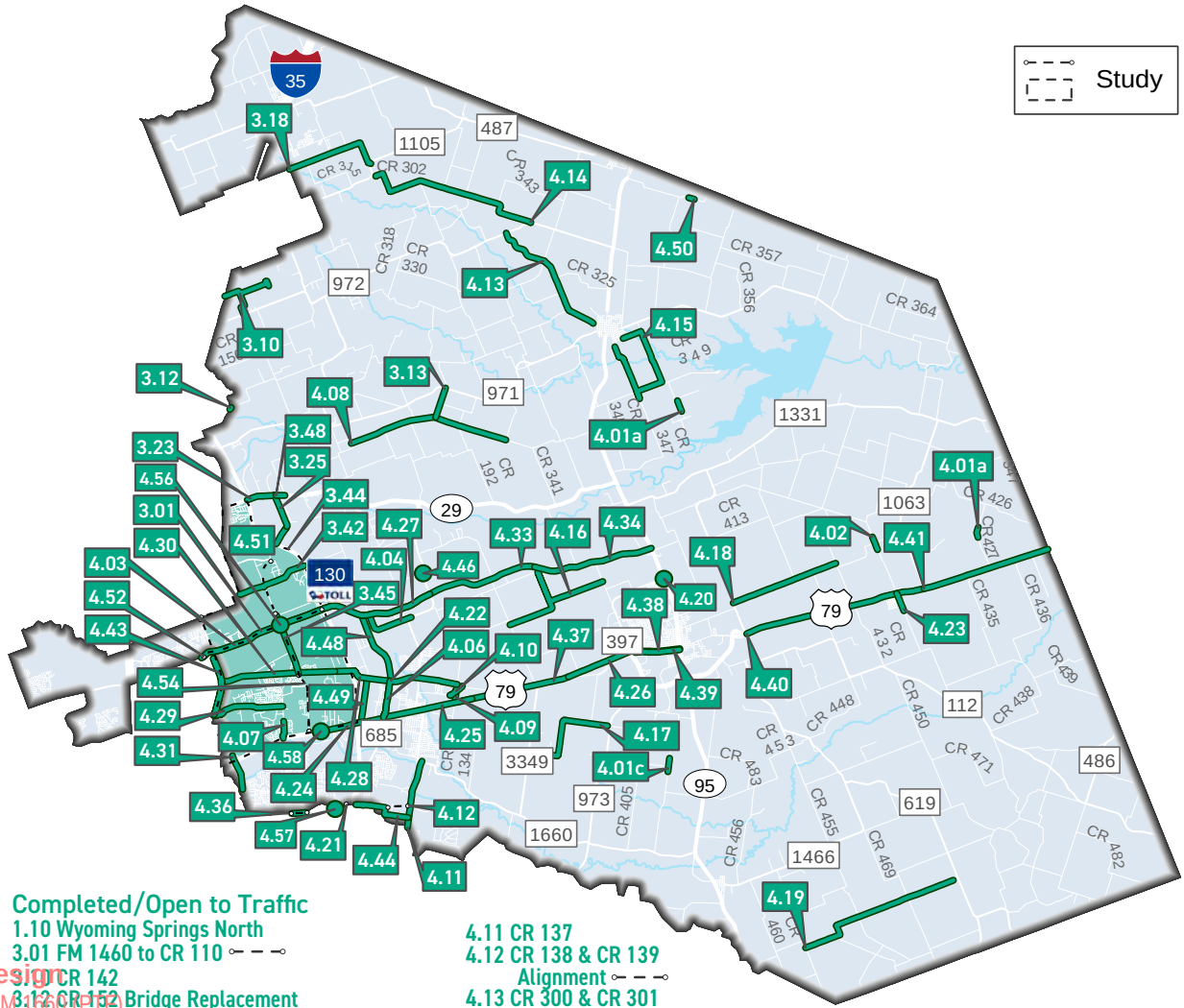
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
6/25/2025	7/15/2025	8/8/2025	8/18/2025				277		277

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1									

8/31/2025 Comments - Joe Bland placed the traffic control barricades and signs and started installing environmental controls (silt fence).

Adjusted Price = $3,608,141.00

2000/2006 Road Bond Program Projects
Precinct 4 - Commissioner Boles



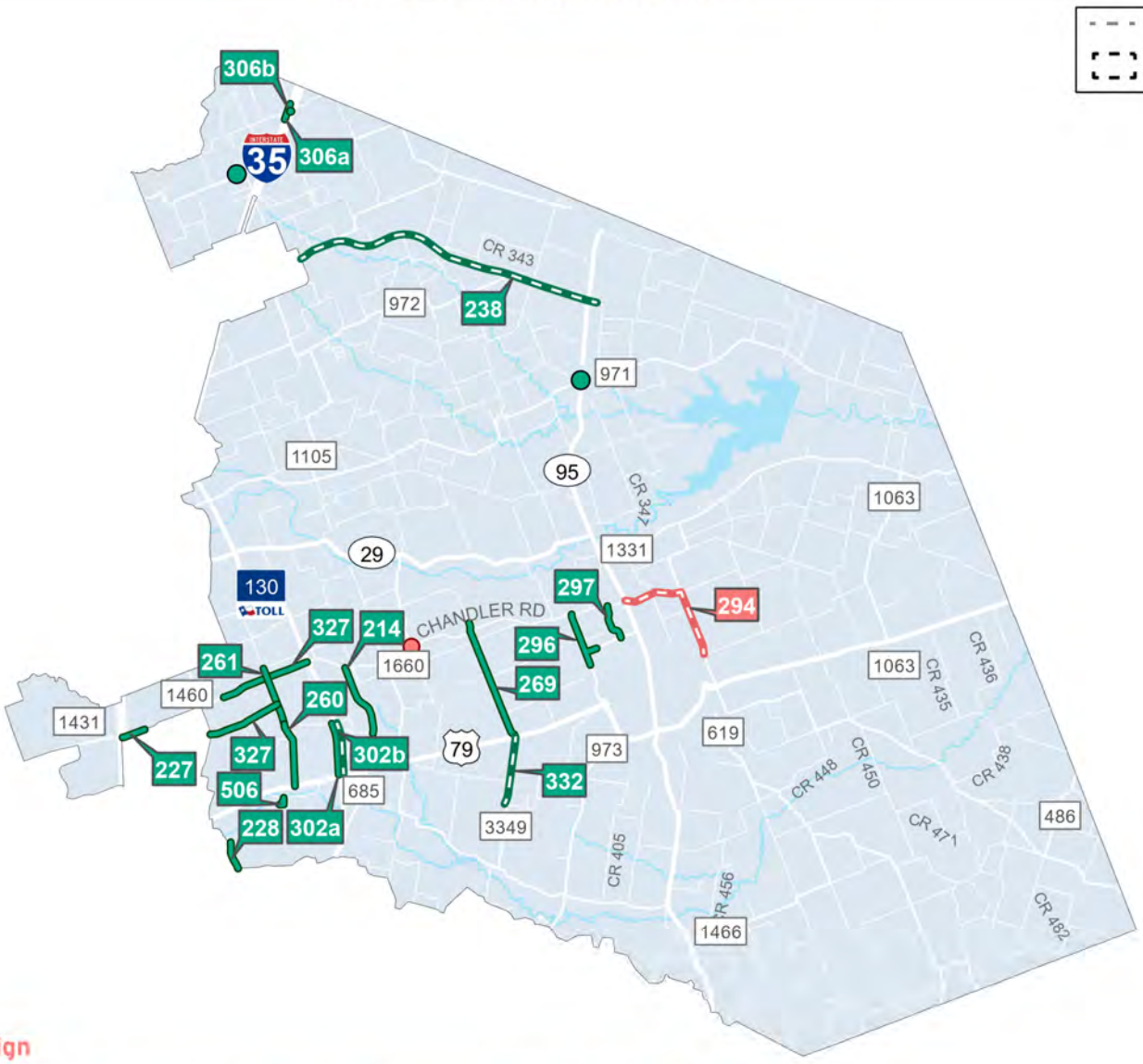
Completed/Open to Traffic

1.10 Wyoming Springs North
3.01 FM 1460 to CR 110 ⟜ – – ⟜
3.02 CR 142
3.12 CR 138 Bridge Replacement
3.13 CR 157
3.18 CR 314
3.23 SH 29/CR 104 – Phase 1
3.25 CR 104 - Phase 2
3.42 CR 111 / CR 105 (Westinghouse Rd.) - FM 1460 to SH 130
3.44 CR 110 North (North of CR 107 to North of Sam Houston)
3.45 CR 110 Middle (North of Limmer Loop to CR 107) ⟜ – – ⟜
3.48 SH 29 Widening - 12" Water Main Relocation
4.01a CR 427 Bridge Replacement
4.01b CR 390 Bridge Replacement
4.01c CR 406 Bridge Replacement
4.02 CR 424 Bridge Replacement
4.03 Chandler Road - Phase 1
4.04 CR 100
4.06 CR 119
4.07 CR 122 at US 79
4.08 CR 124
4.09 CR 132
4.10 CR 136
4.11 CR 137
4.12 CR 138 & CR 139 Alignment ⟜ – – ⟜
4.13 CR 300 & CR 301
4.14 CR 302
4.15 CR 347 & CR 348
4.16 CR 368 & CR 369 (CR 101 to CR 366)
4.17 CR 404
4.18 CR 412
4.19 CR 466
4.20 FM 397 at SH 95 Signal
4.21 Gattis School Rd. ROW ⟜ – – ⟜
4.22 Limmer Loop - Phase 1A
4.23 Thrall School Zone
4.24 US 79 - Section 1
4.25 US 79 - Section 2
4.26 US 79 - Section 3A
4.27 Chandler Rd. - Phase 2
4.28 Limmer Loop - Phase 1B
4.29 CR 113 / Old Settlers Blvd.
4.30 Limmer Loop - Phase 1C
4.31 Kenney Fort Boulevard - Phase 1
4.33 Chandler Rd. - Phase 3A
4.34 Chandler Rd. - Phase 3B
4.36 Gattis School Road ⟜ – – ⟜
4.37 US 79 - Section 3 (PTF)
4.38 2nd Street Improvements
4.39 2nd Street Drainage Improvements
4.40 US 79 Section 5A (PTF)
4.41 US 79 Section 5B (PTF)
4.43 FM 1460 Section 2
4.44 CR 138
4.46 FM 1660 at Landfill Rd. (CR 128)
4.48 CR 119
4.49 CR 108
4.50 CR 351 at Donahoe Creek
4.51 CR 110 / Arterial A ⟜ – – ⟜
4.52 University Blvd. (Chandler Rd.) Expansion ⟜ – – ⟜
4.54 CR 110 South - (US 79 to Limmer Lp) ⟜ – – ⟜
4.56 CR 110 at University Blvd. (Signal)
4.57 Gattis School Rd. at Winterfield Dr. (Signal)
4.58 Tradesman Park Crossing

In Design
4.35 FM 1460 (PTF)

2013 ROAD BOND PROGRAM PROJECTS

Precinct 4 - Commissioner Boles



In Design

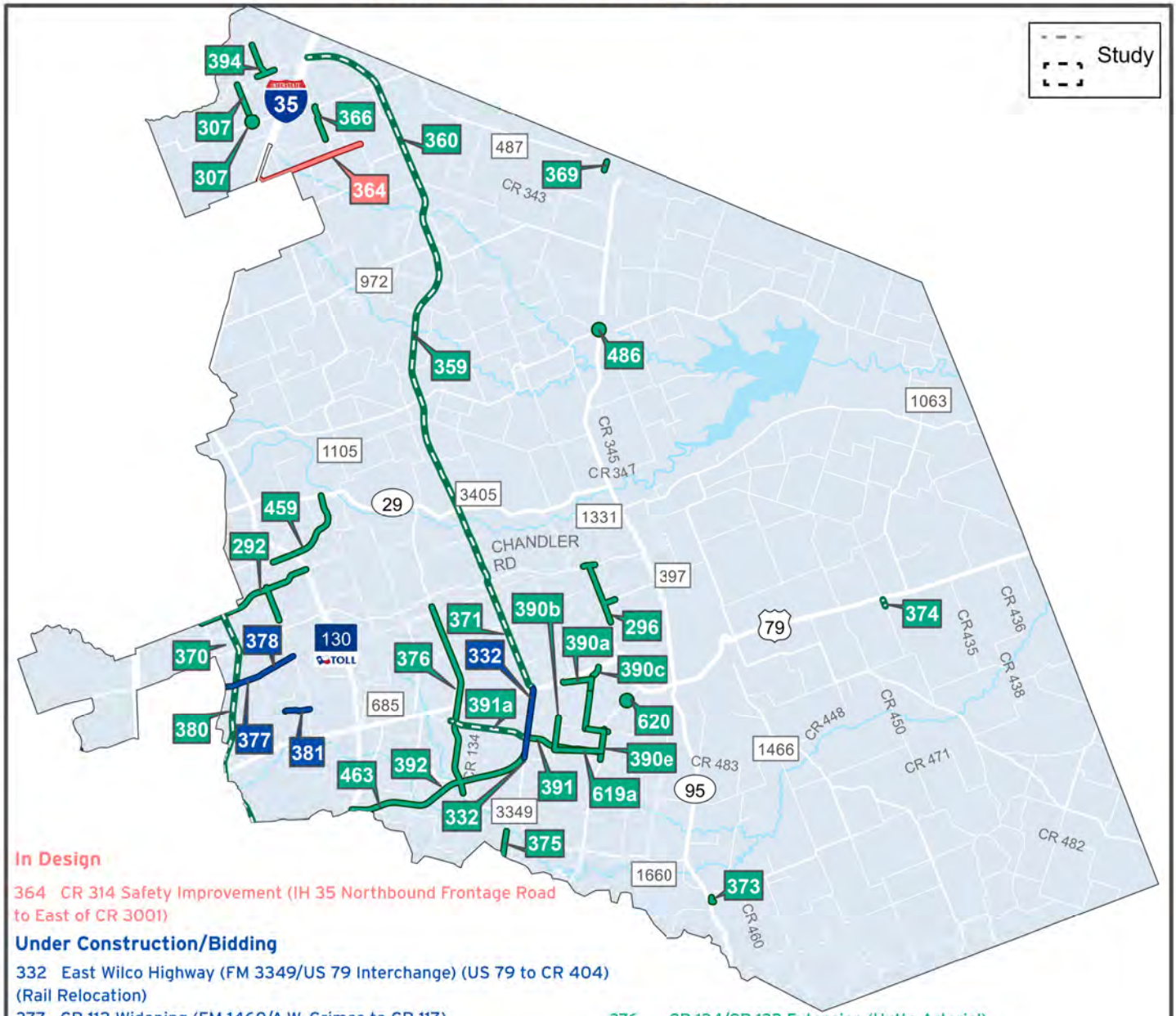
294 Chandler Road Extension Phase 1 (Planning)(SH 95 to US 79 at FM 619) ◦- - -◦

Completed/Open to Traffic

214 CR 119 (Limmer Loop to Chandler Road)
227 University Boulevard Widening (IH 35 to Sunrise Road)
228 Kenney Fort Blvd Segments 2 and 3 (Forest Creek Boulevard to SH 45)
238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95) ◦- - -◦
260 CR 110 South (US 79 to Limmer Loop)
261 CR 110 Middle (Limmer Loop to CR 107)
269 CR 101 (US 79 to North of Chandler Road)
296 CR 366 Widening (Chandler Road to Carlos G. Parker Boulevard)
297 East Williamson County Park Road / Bill Pickett Trail (Carlos Parker Boulevard to Chandler Road)
302a SH 130 Frontage Roads Phase 3 (Southbound Frontage Road US 79 to Limmer Loop)
302b SH 130 Traffic Study ◦- - -◦
306a Relocation of 48" Williamson County Regional Raw Waterline - Line A
306b CR 305 at IH 35 Bridge Replacement
327 University Boulevard (Chandler Road) Expansion (FM 1460 to SH 130) ◦- - -◦
332 FM 3349/US 79 Interchange (US 79 to CR 404)
506 Oak Bluff and Greenfield Drainage Improvements

2019 ROAD BOND PROGRAM PROJECTS

Precinct 4 - Commissioner Boles



In Design

364 CR 314 Safety Improvement (IH 35 Northbound Frontage Road to East of CR 3001)

Under Construction/Bidding

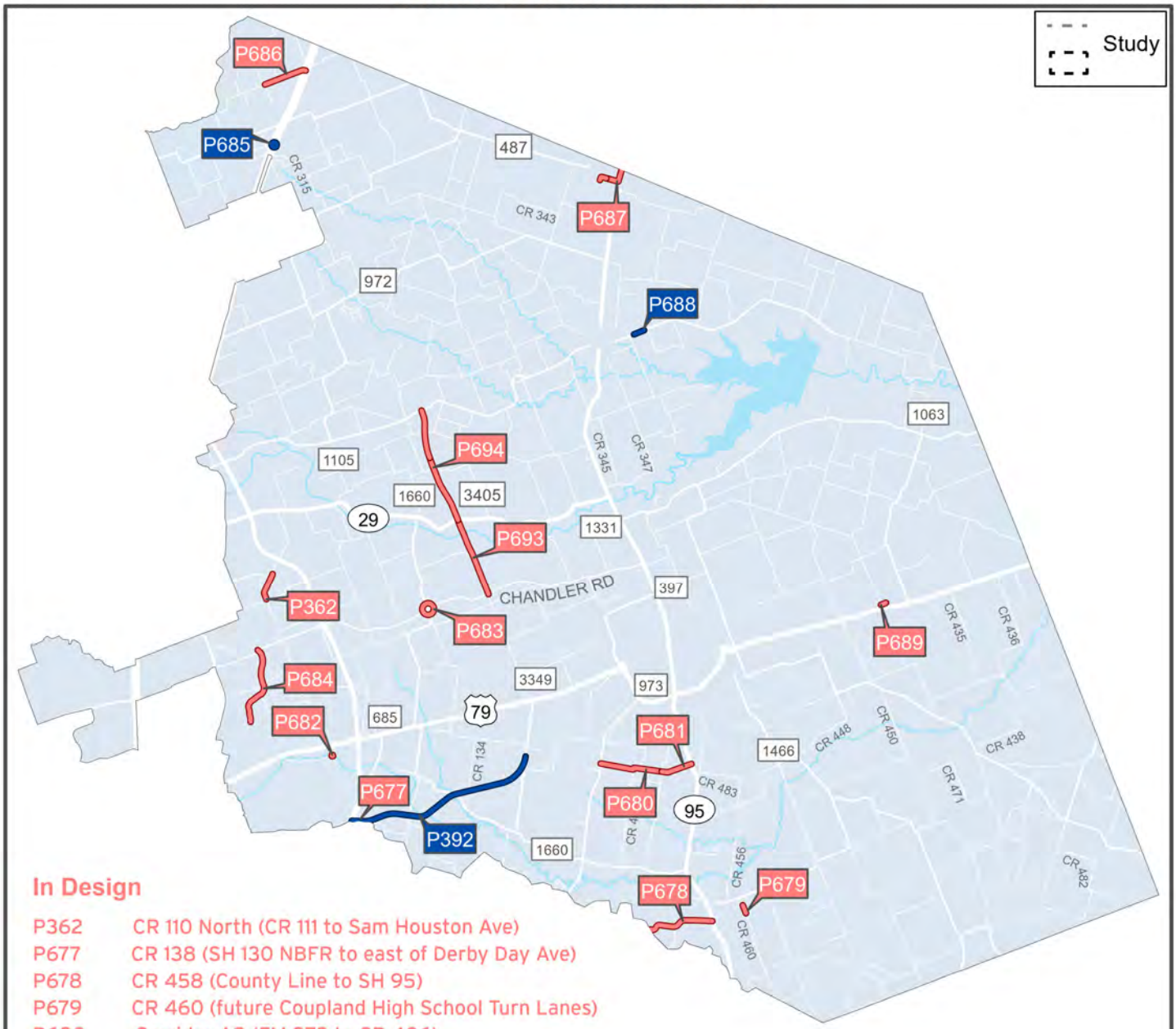
332 East Wilco Highway (FM 3349/US 79 Interchange) (US 79 to CR 404) (Rail Relocation)
377 CR 112 Widening (FM 1460/A.W. Grimes to CR 117)
378 CR 112 Widening (CR 117 to CR 110)
381 Old Settlers Boulevard (North Red Bud Lane/CR 122 to CR 110)

Completed/Open to Traffic

292 CR111/CR105 Westinghouse (FM 1460 to SH 130)
296 CR 366 (Chandler Road to Carlos G Parker Boulevard Northwest)
307 Bud Stockton Extension (CR 305 to FM 487)
307 Bud Stockton Extension Traffic Signal at FM 487
332 East Wilco Highway (FM 3349/US 79 Interchange) (US 79 to CR 404) (Roadwork)
359 East Wilco Highway (Future SH 29 to Ronald Reagan Extension/ Corridor D
360 East Wilco Highway (Ronald Reagan Ext. / Corridor D to IH 35 / CR 305)
366 CR 332 Realignment (South of FM 487 to North of CR 313)
369 Bartlett Project (Cottrell Street)
370 MoKan (Georgetown Inner Loop to University Boulevard)
371 East Wilco Highway (US 79 to Chandler Rd/Corridor B2)
372 East Wilco Highway (Future SH 29 to Chandler Rd)
373 Coupland Street Project (S. Broad & Muery Streets)
374 Thrall Street Project - S Bounds Street
376 CR 134/CR 132 Extension (Hutto Arterial)
380 MoKan (University Boulevard to SH 45)
390a CR Improvements and Paving (CR 401, CR 402, CR 404)
390b CR 404 Hutto Water Line Realignment (Along future CR 404, from CR 404 to CR 404 at FM 973)
390c CR 401/CR 404 Improvements (US 79 to CR 404)
390e CR 404 at FM 973 (CR 404)
391 Samsung Highway (CR 404 Realignment) (CR 404 to FM 3349)
391a CR 132 Realignment
392 East Wilco Highway (Southeast Loop Segment 2, Phase 1) (CR 137 to CR 404)
394 CR 307 Reconstruction (CR 307 North of CR 305 Jarrell)
459 Corridor C / SH 29 Bypass (Sam Houston Avenue at Patriot Way to SH 29)
463 East Wilco Highway (Southeast Loop Segment 1, Phase 1) (CR 138 to CR 137)
463a CR 138 Right Turn Lane at SH 130
486 Granger Project (Davilla Street Culvert) (Davilla Street to N Walton Street)
619a Samsung Highway (Future County Road) (CR 404 to FM 973)
620 FM 973 at Taylor High School Signal

2023 ROAD BOND PROGRAM PROJECTS

Precinct 4 - Commissioner Boles

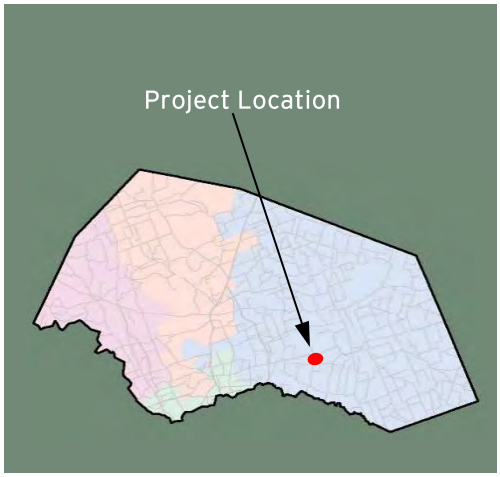


In Design

P362	CR 110 North (CR 111 to Sam Houston Ave)
P677	CR 138 (SH 130 NBFR to east of Derby Day Ave)
P678	CR 458 (County Line to SH 95)
P679	CR 460 (future Coupland High School Turn Lanes)
P680	Corridor A2 (FM 973 to CR 406)
P681	Corridor A2 (CR 406 to SH 95)
P682	CR 123 (Brushy Creek)
P683	Chandler Road (FM 1660 Overpass)
P684	Kenney Fort Boulevard - Segments 5 & 6 (Old Settlers Boulevard to North of University Boulevard)
P686	CR 305 (IH 35 to CR 307)
P687	Salt Lake, Brook, Front Street (Salt Lake Street to Clark Street)
P689	North Barker Street (CR 424 to east end of North Barker Street)
P693	East Wilco Highway (Segment 5) (Chandler Road to SH 29)
P694	East Wilco Highway (Segment 6) (Future SH 29 to FM 971)

Under Construction/Bidding

P392	East Wilco Highway (Southeast Loop - Segment 2)(Corridor E1) (Construction) (CR 137 south of Hutto and CR 404)
P685	Sonterra Boulevard (IH-35 Frontage Road and Sonterra Blvd Intersection)
P688	FM 971 (future Granger High School Turn Lanes)



East Wilco Highway (FM 3349 at US 79)
(FM 3349 from US 79 to CR 404 and new interchange on US 79 at FM 3349 and CR 101)

Project Length: 4.108 Miles
Roadway Classification: Rural Major Collector

Project Schedule: October 2022 - Summer 2025 (Roadwork)
Project Schedule: September 2025 - Spring 2027 (Rail Relocation)
Estimated Construction Cost: $84 Million

AUGUST 2025 IN REVIEW

8/1/2025: Subcontractor Austin Traffic Signal continued installing the illumination system for the City of Hutto and City of Taylor placards on the bent caps over US 79.

8/8/2025: James Construction Group began construction for the dead-end roadway barricade at the west end of Samsung Highway and continued grading topsoil around the southbound U-Turn and the area where the old CR 101 intersection with US 79 was removed.

8/15/2025: Subcontractor Fuquay returned to the site to begin seeding and spreading soil retention blankets along the southbound U-Turn and to remove the rock filter dam from the Boggy Creek Tributary.

8/22/2025: Subcontractor Wylie Drilling began drilling and installing I-beams for the temporary shoring, while subcontractor ESSI was onsite this week installing flexible delineators throughout the project limits.

8/29/2025: Subcontractor Wylie Drilling continued drilling and installing the I-beams for the temporary shoring.

Design Engineer: HDR
Contractor: James Construction
Construction Observation:
Asif Mirzazada, HNTB

Williamson County
Road Bond Program

Project Name: East Wilco Highway (FM 3349 at US 79)
Project No. 22IFB139

Original Contract Price = $81,941,038.13

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
8/24/2022	9/26/2022	10/6/2022	10/17/2022				1394	90	1484

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	10/18/2022	11/25/2022	39	$755,690.77	$755,690.77	$0.00	$0.00	1	2
2	11/26/2022	12/25/2022	30	$5,128,955.59	$5,884,646.36	$0.00	$0.00	7	0
3	12/26/2022	1/25/2023	31	$1,448,580.10	$7,333,226.46	$0.00	$0.00	9	7
4	1/26/2023	2/25/2023	31	$1,272,882.90	$8,606,109.36	$0.00	$0.00	10	9
5	2/26/2023	3/25/2023	28	$2,922,159.15	$11,528,268.51	$0.00	$0.00	13	11
6	3/26/2023	4/25/2023	31	$1,453,458.85	$12,981,727.36	$0.00	$0.00	15	13
7	4/26/2023	5/25/2023	30	$1,672,497.88	$14,654,225.24	$0.00	$0.00	17	15
8	5/26/2023	6/25/2023	31	$3,188,150.58	$17,842,375.82	$0.00	$0.00	21	17
9	6/26/2023	7/25/2023	30	$2,251,767.13	$20,094,142.95	$0.00	$0.00	23	19
10	7/26/2023	8/25/2023	31	$2,453,925.93	$22,548,068.88	$0.00	$0.00	26	21
11	8/26/2023	9/30/2023	36	$4,580,138.95	$27,128,207.83	$0.00	$0.00	32	23
12	10/1/2023	10/25/2023	25	$3,017,528.73	$30,145,736.56	$0.00	$0.00	35	25
13	10/26/2023	11/25/2023	31	$2,172,558.80	$32,318,295.36	$0.00	$0.00	38	27
14	11/26/2023	12/25/2023	30	$1,638,115.30	$33,956,410.66	$0.00	$0.00	40	29
15	12/26/2023	1/25/2024	31	$4,633,009.82	$38,589,420.48	$0.00	$0.00	45	31
16	1/26/2024	2/25/2024	31	$4,487,381.38	$43,076,801.86	$0.00	$0.00	50	33
17	2/26/2024	3/25/2024	29	$3,973,465.64	$47,050,267.50	$0.00	$0.00	55	35
18	3/26/2024	4/25/2024	31	$1,993,459.10	$49,043,726.60	$0.00	$0.00	57	37
19	4/26/2024	5/25/2024	30	$1,414,938.37	$50,458,664.97	$0.00	$0.00	59	39
20	5/26/2024	6/25/2024	31	$3,026,457.98	$53,485,122.95	$0.00	$0.00	63	42
21	6/26/2024	7/25/2024	30	$832,712.20	$54,317,835.15	$0.00	$0.00	63	44
22	7/26/2024	8/25/2024	31	$1,793,923.46	$56,111,758.61	$0.00	$0.00	66	46
23	8/26/2024	9/25/2024	31	$940,489.83	$57,052,248.44	$0.00	$0.00	67	48
24	9/26/2024	10/25/2024	30	$1,765,660.41	$58,817,908.85	$0.00	$0.00	69	50
25	10/26/2024	11/25/2024	31	$3,097,560.74	$61,915,469.59	$0.00	$0.00	72	52
26	11/26/2024	12/25/2024	30	$1,310,506.13	$63,225,975.72	$0.00	$0.00	74	54
27	12/26/2024	1/25/2025	31	$1,093,915.48	$64,319,891.20	$0.00	$0.00	75	56
28	1/26/2025	2/25/2025	31	$1,505,889.66	$65,825,780.86	$0.00	$0.00	77	58
29	2/26/2025	3/25/2025	28	$1,043,757.97	$66,869,538.83	$0.00	$0.00	78	60
30	3/26/2025	4/25/2025	31	$1,474,607.51	$68,344,146.34	$0.00	$0.00	80	62
31	4/26/2025	5/25/2025	30	$1,062,665.00	$69,406,811.34	$0.00	$0.00	81	68
32	5/26/2025	6/25/2025	31	$2,854,810.52	$72,261,621.86	$0.00	$0.00	84	70
33	6/26/2025	7/25/2025	30	$405,763.42	$72,667,385.28	$0.00	$0.00	85	73
34	7/26/2025	8/25/2025	31	$645,000.19	$73,312,385.47	$0.00	$0.00	86	75

8/31/2025 Comments - James Construction Group continued working on the roadway and waterline punch list items. Subcontractor Wylie Drilling completed drilling and installing the I-beams for the temporary shoring at the UPRR tracks and Mustang Creek Tributary #2.

Change Order Number	Approved	Cost This CO	Total COs
01	4/25/2023	925,354.41	925,354.41

3. County Convenience. 3L Revising safety work/measures desired by the County: This Change Order provides funds to compensate the contractor for installing safety improvements on US 79 until the permanent overpasses are built. By installing these traffic control measures the drivers traveling north bound on FM 3349 can no longer proceed straight or make a left turn at the US 79 intersection. The same will apply for traffic traveling south on CR 101. Drivers will need to make a right turn on US 79

Change Order Number	Approved	Cost This CO	Total COs
02	4/25/2023	82,000.00	1,007,354.41

3. County Convenience. 3L Revising safety work/measures desired by the County: The original bid item 36-inch Ductile Iron Pipe has long lead time of material procurement and is not readily available. Contractor proposed two options with shorter lead time to the City of Hutto as alternatives. City of Hutto has approved option 2, which is 36-inch PVC DR 18 pipe as an alternative with $82,000 increase in cost to the current item and allows contractor to procure material quicker. The cost of this material change is 100% reimbursable by the City of Hutto.

Change Order Number	Approved	Cost This CO	Total COs
03	7/20/2023	195,302.81	1,202,657.22

3. County Convenience. 3F Additional work desired by the County: This Change Order compensates the contractor for installing one steel utility sleeve casing 24 inches in diameter on FM 3349 at station 421+00.

Change Order Number	Approved	Cost This CO	Total COs
04	8/8/2023	-472,492.20	730,165.02

3. County Convenience. 4D Other "Deletion of work requested by the City of Hutto": This Change Order eliminates City of Hutto 16-inch water main line relocations project and 50 LF of 16-inch water line relocation under City of Hutto water line casing project from the original scope of work. The omission of work was requested by the City of Hutto. The cost for restocking of the ordered material and any other related fee is 100% reimbursable by the City of Hutto.

Change Order Number	Approved	Cost This CO	Total COs
05	0/14/23	-5,274.97	724,890.05

5. Contractor Convenience. 5E Other: This Change Order is to revise the Stone Riprap material cost due to a material substitution request from the contractor. James Construction proposed material that has a specific gravity below the Contract requirements but has been accepted by TxDOT in other projects. The EOR approved the use of this material and recommended a reduction in price. This Change Order will result in a cost savings for the proposed material. This Change Order also adds new items to the Contract to pay the Contractor for additional work that was originally paid under the Force Account Line item.

Change Order Number	Approved	Cost This CO	Total COs
06	10/20/2023	130,053.00	854,943.05

3. County Convenience. 3F Additional work desired by the County: This Change Order compensates the contractor for upsizing 562 LF of 12-inch PVC pipe and fittings to 16-inch PVC pipe for the Jonah waterline project due to increased demand. The decision to upsize the pipe was at Jonah's request and will be 100% funded by the Jonah Water Special Utility District.

Change Order Number	Approved	Cost This CO	Total COs
07	10/20/2023	661,031.30	1,515,974.35

3F. Additional work desired by the County : This Change Order compensates the contractor for installing southbound frontage road right turn lane at FM 3349 for City of Hutto Mega Site. This work was requested by the City of Hutto and is 100% reimbursable by the City of Hutto.

Change Order Number	Approved	Cost This CO	Total COs
08	10/20/2023	327,321.48	1,843,295.83

1. Design Error or Omission. 1B. Other: This Change Order compensates the contractor for installation of 280 linear feet of 36-inch Ductile Iron (DI) pipe for City of Hutto water line project, instead of the previously specified 36-inch PVC pipe. This adjustment is required for the 48-inch bored steel casing under FM 3349 and the transition to a 56-inch casing for the open cut section. This modification was requested by and is 100% reimbursable by the City of Hutto.

Change Order Number	Approved	Cost This CO	Total COs
09	1/30/2024	-368,749.53	1,474,546.30

5. Contractor Convenience. 5A Contractor exercises option to change the traffic control plan: This Change Order revises the as-bid Traffic Control Plan (TCP) and construction phasing of the FM 3349 project. The modified TCP allows the Contractor to work on both, the North Bound and South Bound Frontage Roads simultaneously. The changes to the TCP and construction phasing do not impact the project’s completion date and results in savings on several contract items.

Change Order Number	Approved	Cost This CO	Total COs
10	1/30/2024	67,965.30	1,542,511.60

4. Third Party Accommodation. 4B. Third party requested work: This Change Order compensates the Contractor for installing 390 LF of 4-inch steel casing with 1.5" HDPE water service line and fittings for the Jonah waterline project on FM 3349 at station 475+50. This work was requested by the Jonah Water Special Utility District and is 100% reimbursed by the Jonah Water Special Utility District.

Change Order Number	Approved	Cost This CO	Total COs
11	2/1/2024	271,902.72	1,814,414.32

3. County Convenience. 3F. Additional work desired by the County: This Change Order provides compensation to the Contractor for the installation of a 24-inch Steel Encasement Sleeve spanning 470 linear feet in the Jonah water line project on FM 3349 at station 426+51. The sleeve is part of the Williamson County real estate agreement executed during the ROW acquisition.

Change Order Number	Approved	Cost This CO	Total COs
12	4/16/2024	64,791.00	1,879,205.32

1. Design Error or Omission - 1A. Incorrect PS&E. 4B. Third party requested work: This Change Order provides compensation to the Contractor for modifying the length and elevation of the Jonah water line under US79 and UPRR tracks, and for abandoning the existing 2-lnch Jonah water line located within the UPRR ROW on the south side of US79.

Change Order Number	Approved	Cost This CO	Total COs
13	4/16/2024	82,301.65	1,961,506.97

2. Differing Site Conditions (unforeseeable) 2I. Additional safety needs: This Change Order provides compensation to the Contractor for performing pavement repairs, within the project limits, on the existing FM 3349 roadway. The repairs include fixing ruts and cracks and repairing a crash cushion and MBGF damaged by the public. This Change Order also adds new items to install additional small signs to improve safety on the CR 101 (Jughandle Road), pay for off duty police officers, and locating an existing utility line.

Change Order Number	Approved	Cost This CO	Total COs
14	4/16/2024	101,248.22	2,062,755.19

2C. New Development (Conditions Changing After PS&E Completed). This Change Order provides compensation to the Contractor for relocating box culvert No. 4 on the southbound frontage road, to accommodate the location of the new City of Hutto street (Spine Road). The culvert and crossover to FM 3349 were moved approximately 36ft. to the north to align with the centerline of the Spine Road.

Change Order Number	Approved	Cost This CO	Total COs
15	7/16/2024	24,513.18	2,087,268.37

2. Differing Site Conditions (unforeseeable). 2C. New development (conditions changing after PS&E completed). This Change Order provides compensation to the Contractor for additional construction surveying, traffic control management, and low production asphalt placement due to the different site conditions on driveway No. 5 of the northbound frontage road.

Change Order Number	Approved	Cost This CO	Total COs
16	7/16/2024	35,324.07	2,122,592.44

2. Differing Site Conditions (unforeseeable) 2I. Additional safety needs: This Change Order provides compensation to the Contractor for performing pavement repairs, within the project limits, on the existing US 79 eastern turnaround roadway. The repairs include removal of existing failed asphalt surface and flex base areas and replacing it with full depth hot mixed asphalt.

Change Order Number	Approved	Cost This CO	Total COs
17	7/16/2024	11,849.07	2,134,441.51

1. Design Error or Omission 1A. Incorrect PS&E: This Change Order provides compensation to the Contractor for abandoning the water well and removing the pump house, ancillary pipes and fittings, electrical power supply, concrete slab, and performing dirt work within the project right-of-way (ROW) and the Jonah SUD water line easement. The roadway plans do not show the well, and the Jonah water line plans include a note stating, "County to coordinate abandonment of structure with property owner." However, a pay item was not included in the original Contract.

Change Order Number	Approved	Cost This CO	Total COs
18	8/13/2024	18,623.43	2,153,064.94

2. Differing Site Conditions. 2G Unadjusted Utility (unforeseeable): This Change Order compensates the Contractor for modifying the jacked & bored and open trench sections of the Jonah 36-in steel encased water line on Line A. During construction, a newly installed gas line along the northside of US 79 was found to be in conflict with the proposed water line. To clear the conflict, the jacked & bored section of the water line was lowered by 5 ft. This change created the need for additional shoring and material handling, and fittings to return the water line to its original elevation before continuing with the open cut section. To mitigate the cost, Jonah SUD provided revised plan sheets reducing the length of the jacked & bore section and increasing the length of the open cut section. The unused steel casing and spacers were delivered to Jonah SUD for future use.

Change Order Number	Approved	Cost This CO	Total COs
19	8/13/2024	9,869.00	2,162,933.94

1. Design Error or Omission. 1A Incorrect PS&E : This Change Order compensates the Contractor for replacing the bridge blister anchor bolts for the illumination poles on the northbound and southbound bridges. The as-bid plan set specified the incorrect type of base plate and anchor bolts for the bridge mounted poles. The Contractor submitted an RFI proposing to use the specified base plates with the correct type of anchor bolts. The Engineer of Record (EOR) reviewed the request and agreed with the Contractor's proposal. As a result of this change, 27 previously approved and fabricated anchor bolt sets, will be replaced with the correct type for the specified illumination poles. The supplier did not give the Contractor the option to pay a re-stocking fee for the original anchor bolts. Therefore, 27 anchor bolts will be delivered to Wilco maintenance yard to be used in future projects.

Change Order Number	Approved	Cost This CO	Total COs
20	10/8/2024	167,583.65	2,330,517.59

4B. Third party requested work. This Change Order adds an item for lettering and logos with lighting on both northbound and southbound frontage road bridges over US79. The cost of this work will be split equally between the cities of Hutto and Taylor.

Change Order Number	Approved	Cost This CO	Total COs
21	12/19/2024	5,462.50	2,335,980.09

1B. Design Error or Omission. This Change Order compensates the Contractor for installing long-span metal beam guard fence in the project. At several locations on south bound frontage road (SBFR), the backless concrete inlets conflict with the location of the wooden posts supporting the metal beam guard fence (MBGF) runs. These conflicts were reviewed by the Engineer of Record, and it was recommended to utilize the TxDOT standard long-span MBGF to clear the conflicts. This solution has been agreed to by TxDOT Georgetown Area Office.

Change Order Number	Approved	Cost This CO	Total COs
22	4/1/2025	16,354.80	2,352,334.89

2I. Differing Site Conditions, Additional safety needs (unforeseeable). This Change Order compensates the Contractor for replacing a section of the existing metal beam guard fence (MBGF) on SB FM3349 to meet current TxDOT standards. This section of MBGF connects to the concrete barrier protecting the columns of the new bridge and its height needed to be adjusted to be MASH compliant. The original MBGF was installed according to an older TxDOT standard. The proposed adjustment ensures compliance with current TxDOT standards and improves safety of the traffic traveling south from existing FM 3349 to the new South Bound Frontage Road.

Change Order Number	Approved	Cost This CO	Total COs
23	7/2/2025	147,187.12	2,499,522.01

2. Differing Site Conditions (unforeseeable) 2I. Additional safety needs: This Change Order compensates the Contractor for repairs to crash cushions damaged by the traveling public, locating existing utilities not shown in the plans, and performing pavement repairs at the UPRR crossover at US 79 and FM 3349 that have been damaged within the project limits. This Change Order also compensates the Contractor for off-duty police officers used for traffic control and lane closures. It also reimburses the Contractor for saw cutting and aligning Driveway No. 4 with RCR Taylor's newly placed driveway. This Change Order also corrects line-item numbers from previous Change Orders.

Change Order Number	Approved	Cost This CO	Total COs
24	7/22/2025	$883,598.55	3,383,120.56

3G. County Convenience. Compliance requirements of new laws and/or policies.: This Change Order compensates the Contractor for constructing the UPRR shoo-fly and box culverts at US 79, per the required plan revisions. The final 100% plan set, issued after bid opening, includes the revised culvert and shoo-fly work. Quantity adjustments and new items were required, per the plan revisions.

Change Order Number	Approved	Cost This CO	Total COs
25	8/27/2025	248,517.11	3,631,637.67

3F. County Convenience. Additional work desired by the County.: This Change Order compensates the Contractor for installing cable barrier and riprap mow strip along the center median of US 79. This work was requested by TxDOT and will be paid for by TxDOT.

Adjusted Price = $85,572,675.80

Project Name: Corridor C / SH 29 Bypass
Project No. 23IFB67

Original Contract Price = $30,540,848.03

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
8/15/2023	8/22/2023	9/20/2023	9/30/2023	1/6/2025	6/3/2025		973		973

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	9/30/2023	9/30/2023	1	$1,397,211.48	$1,397,211.48	$155,245.72	$155,245.72	5	0
2	10/1/2023	10/31/2023	31	$1,541,032.92	$2,938,244.40	$171,225.88	$326,471.60	11	3
3	11/1/2023	11/30/2023	30	$1,838,538.26	$4,776,782.66	$204,282.03	$530,753.63	17	6
4	12/1/2023	12/31/2023	31	$2,431,249.16	$7,208,031.82	$270,138.79	$800,892.42	26	10
5	1/1/2024	1/31/2024	31	$1,078,672.93	$8,286,704.75	$119,852.55	$920,744.97	30	13
6	2/1/2024	2/29/2024	29	$2,770,832.24	$11,057,536.99	$307,870.25	$1,228,615.22	40	16
7	3/1/2024	3/31/2024	31	$1,644,580.73	$12,702,117.72	$182,731.19	$1,411,346.41	46	19
8	4/1/2024	4/30/2024	30	$3,003,806.67	$15,705,924.39	$333,756.30	$1,745,102.71	57	22
9	5/1/2024	5/31/2024	31	$1,749,723.10	$17,455,647.49	$194,413.68	$1,939,516.39	63	25
10	6/1/2024	6/30/2024	30	$3,336,725.12	$20,792,372.61	-$845,180.99	$1,094,335.40	72	28
11	7/1/2024	7/31/2024	31	$769,078.30	$21,561,450.91	$40,477.81	$1,134,813.21	74	31
12	8/1/2024	8/31/2024	31	$1,686,094.26	$23,247,545.17	$88,741.80	$1,223,555.01	80	35
13	9/1/2024	9/30/2024	30	$1,598,196.81	$24,845,741.98	$84,115.62	$1,307,670.63	86	38
14	10/1/2024	10/31/2024	31	$1,274,170.93	$26,119,912.91	$67,061.63	$1,374,732.26	90	41
15	11/1/2024	11/30/2024	30	$642,378.80	$26,762,291.71	$33,809.41	$1,408,541.67	92	44
16	12/1/2024	12/31/2024	31	$1,108,005.79	$27,870,297.50	$58,316.09	$1,466,857.76	96	47
17	1/1/2025	1/31/2025	31	$1,015,405.81	$28,885,703.31	-$877,353.61	$589,504.15	96	50
18	2/1/2025	2/28/2025	28	$7,955.05	$28,893,658.36	$162.35	$589,666.50	96	53
19	3/1/2025	5/31/2025	0	$171,500.00	$29,065,158.36	$3,500.00	$593,166.50	97	53

8/31/2025 Comments - Project close-out is underway.

Change Order Number	Approved	Cost This CO	Total COs
01	5/2/2024	$ 6,201.00	$ 6,201.00

2. Differing Site Conditions (Unforeseeable) 2J. Other: This Change Order compensates the contractor for installing and removing a temporary 2-strand electric fence to maintain cattle while the Jonah water line is installed across private property.

Change Order Number	Approved	Cost This CO	Total COs
02	7/3/2024	$ 9,568.50	$ 15,769.50

1B. Design Error or Omission. Other.: This Change Order compensates the contractor for maintaining an existing Jonah water meter that was not accounted for in the plans.

Adjusted Price = $30,556,617.53

Project Name: Bud Stockton at FM 487 Traffic Signal
Project No. 24IFB33

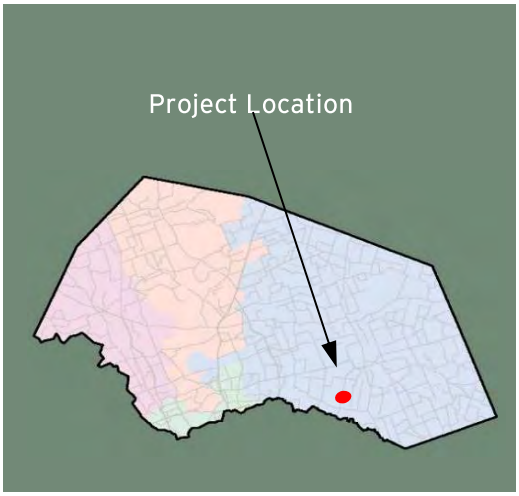
Original Contract Price = $553,983.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
3/14/2024	4/25/2024	7/12/2024	7/22/2024	3/13/2025			263		263

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	7/1/2024	9/30/2024	71	$100,800.00	$100,800.00	$11,200.00	$11,200.00	20	27
2	10/1/2024	10/31/2024	31	$51,615.00	$152,415.00	$5,735.00	$16,935.00	31	39
3	11/1/2024	1/31/2025	92	$250,246.30	$402,661.30	$4,257.70	$21,192.70	77	74
4	2/1/2025	7/31/2025	41	$108,439.08	$511,100.38	-$10,762.08	$10,430.62	94	89

8/31/2025 Comments - Project close-out is underway.

Adjusted Price = $553,983.00



East Wilco Highway (Southeast Loop - Segment 2)
(CR 137 south of Hutto and CR 404)

Project Length: 4.658 miles
Roadway Classification: Rural Arterial

Project Schedule: September 2024 - Summer 2028
Estimated Construction Cost: $64.4M

AUGUST 2025 IN REVIEW

8/1/2025: Capital Excavation continued setting deck panels and began placing the permanent metal decking on the Cottonwood Creek bridge.

8/8/2025: Subcontractor Texas Materials placed the first and second lifts of asphalt at the CR 137 widening area and placed the Type B asphalt from CR 137 to Abutment #1 of the Brushy Creek bridge.

8/15/2025: Capital Excavation set the reinforced steel and placed concrete for the rail on Bridge #4. Subcontractor Texas Materials placed the first lift of Type D asphalt from the east end of the project to Bridge #5.

8/22/2025: Capital Excavation poured concrete at the bridge deck for Spans #3 and #4 of the Cottonwood Creek bridge.

8/29/2025: Capital Excavation began setting the deck panels for Spans #1 through #3 on the Brushy Creek bridge.

Design Engineer: JMT
Contractor: Capital Excavation
Construction Observation:
Kyle McCoy, HNTB

Williamson County
Road Bond Program

HNTB

Project Name: East Wilco Highway (Southeast Loop, Segment 2)
Project No. 24IFB59

Original Contract Price = $64,407,606.63

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
7/17/2024	7/30/2024	8/30/2024	9/12/2024				1345		1345

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	9/12/2024	10/31/2024	50	$4,044,752.86	$4,044,752.86	$449,416.98	$449,416.98	7	4
2	11/1/2024	11/30/2024	30	$3,359,150.02	$7,403,902.88	$373,238.90	$822,655.88	13	6
3	12/1/2024	12/31/2024	31	$4,898,958.06	$12,302,860.94	$544,328.67	$1,366,984.55	22	8
4	1/1/2025	1/31/2025	31	$4,097,979.17	$16,400,840.11	$455,331.02	$1,822,315.57	29	11
5	2/1/2025	2/28/2025	28	$3,405,635.50	$19,806,475.61	$378,403.94	$2,200,719.51	35	13
6	3/1/2025	3/31/2025	31	$2,448,654.07	$22,255,129.68	$272,072.68	$2,472,792.19	40	15
7	4/1/2025	4/30/2025	30	$4,232,053.26	$26,487,182.94	$470,228.14	$2,943,020.33	47	17
8	5/1/2025	5/31/2025	31	$4,846,719.71	$31,333,902.65	-$1,293,867.56	$1,649,152.77	53	19
9	6/1/2025	6/30/2025	30	$2,418,135.32	$33,752,037.97	$127,270.28	$1,776,423.05	57	22
10	7/1/2025	7/31/2025	31	$1,516,288.79	$35,268,326.76	$79,804.67	$1,856,227.72	59	24

8/31/2025 Comments - Capital Excavation continued placing topsoil along CR 137 and began placing rock riprap at the Culvert #2A outfall. The contractor began setting the deck panels for Spans #1 through #3 on the Brushy Creek bridge. Capital poured flowable fill for the metal beam guard fence posts on CR 137 and near Bridge #3. The contractor poured the deck for Spans #3 and #4 on the Cottonwood Creek bridge. Subcontractor Texas Materials placed the first lift of Ty D asphalt from the Atmos gas line to Abutment #22 of the Brushy Creek bridge.

Change Order Number	Approved	Cost This CO	Total COs
01	3/11/2025	$41,168.11	$ 41,168.11

6A. Right-of-Way not clear (third party responsibility for ROW). This Change Order compensates the Contractor for plugging and abandoning an existing water well that was discovered while clearing the right-of-way. 3F. Additional work desired by the County. The County requested an abandoned house adjacent to the project on County property to be demolished. 3I. Implementation of improved technology or better process. Added detection system for the temporary signal trailers to make CR 138 intersection safer for the traveling public.

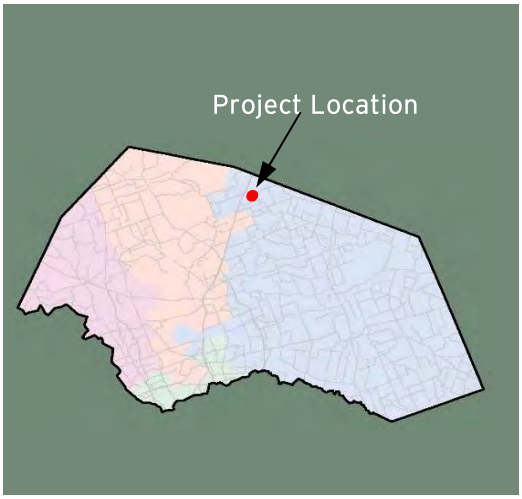
Change Order Number	Approved	Cost This CO	Total COs
02	5/20/2025	-$261,915.65	-$220,747.54

4D. Third Party Accommodation. Other. This Change Order officially issues the "For Construction" plan set for the Jonah Water Line "B", adds new items to the contract, and adjust quantities to reflect the line being installed in the existing Jonah easement instead of in Williamson County's ROW which was shown in the bid set.

Change Order Number	Approved	Cost This CO	Total COs
03	7/2/2025	-$1,686,657.10	-1,907,404.64

3M. County Convenience. Use alternate funding source. This Change Order removes the Shared Use Path (SUP) items from the scope of this project per Williamson County's request.

Adjusted Price = $62,500,201.99



Sonterra Boulevard
(North of the Intersection of IH 35 and Sonterra Boulevard)

Project Length: 0.190 Miles
Roadway Classification: Major Collector

Project Schedule: August 2025 - Late 2025
Estimated Construction Cost: $0.6 Million

AUGUST 2025 IN REVIEW

8/1/2025: Mills Construction was officially awarded this project. The Groundbreaking Ceremony was held on 8/11/25. Construction activities began on 8/4/25.

8/8/2025: The Pre-Construction meeting was held on 8/8/25.

8/15/2025: Mills Construction submitted a new traffic control plan to Williamson County for review. HNTB and Mills Construction continued meeting with the business owners potentially affected by the new traffic control plan.

8/22/2025: Mills Construction began the hydrovac work to locate existing communication lines within the northbound frontage road Right-of-Way.

8/29/2025: Mills Construction continued stripping topsoil and processing the embankment in the northbound frontage road Right-of-Way.

Design Engineer: Huitt-Zollars
Contractor: Mills Construction
Construction Observation:
David Thornhill, HNTB

Williamson County
Road Bond Program

HNTB

Project Name: Sonterra Boulevard
Project No. 25IFB58

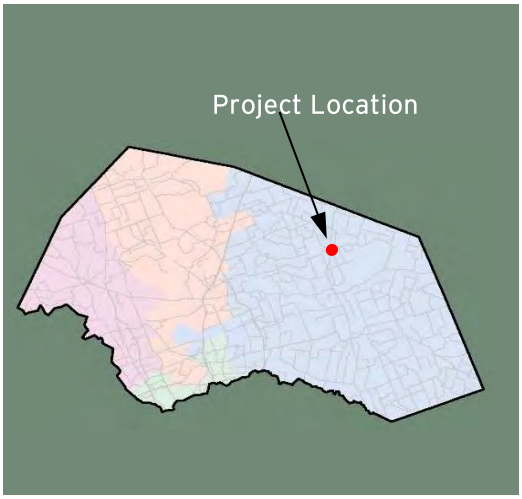
Original Contract Price = $566,829.31

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
6/24/2025	7/15/2025	8/8/2025	8/18/2025				120		120

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	8/18/2025	8/31/2025	14	$46,144.69	$46,144.69	$5,127.19	$5,127.19	9	12

8/31/2025	Comments -	Mills Construction continued stripping topsoil and processing the embankment in the northbound frontage road Right-of-Way. The contractor continued meeting with the local business owners to communicate the upcoming closure of Sonterra Boulevard and the alternate detour route.

Adjusted Price = $566,829.31



FM 971 (Future Granger High School Turn Lanes)
(East of CR 348 to West of CR 349)

Project Length: 0.292 Miles
Roadway Classification: Major Collector

Project Schedule: August 2025 - Early 2026
Estimated Construction Cost: $1.2 Million

AUGUST 2025 IN REVIEW

8/1/2025: Construction began on 8/4/25.

8/8/2025: Lone Star Sitework, LLC continued placing the 18-inch reinforced concrete pipe along the right drainage at the Future High School's Driveway #3.

8/15/2025: Lone Star Sitework, LLC continued excavating the right shoulder and began shaping the ditch for widening and installing the 1-inch waterline along the Right-of-Way on the south side.

8/22/2025: Lone Star Sitework LLC began shaping the ditch for widening and relocating 1.5-inch residential waterline along the north side Right-of-Way.

8/29/2025: Lone Star Sitework, LLC formed and poured the main concrete driveway into the new school and relocated the residential waterline on the north side of FM 971.

Design Engineer: AtkinsRealis
Contractor: Lone Star Sitework
Construction Observation:
Chuck Evans , HNTB

Williamson County
Road Bond Program

HNTB

Project Name: FM 971 (Granger)
Project No. 25IFB48

Original Contract Price = $1,161,629.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
6/10/2025	6/24/2025	7/15/2025	7/25/2025				70		70

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1									
8/31/2025	Comments -	Lone Star Sitework, LLC formed and poured the main concrete driveway into the new school and relocated the residential waterline on the north side of FM 971. Lone Star Sitework, LLC began grading and forming riprap in the eastbound ditch line. The contractor collected samples to run the lime series to determine the % of lime needed for the stabilization of the subgrade.							

Adjusted Price = $1,161,629.00

Commissioners Court - Regular Session **63.**

Meeting Date: 09/16/2025

Cross Creek Commercial Park Development Agreement - Pct 2

Submitted For: Adam Boatright **Submitted By:** Misti Schulz, Infrastructure

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

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a Development Agreement with Cross Creek Commercial Park, LLC.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Development Agreement - Cross Creek Commercial Park

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/10/2025 09:38 AM
Form Started By: Misti Schulz		Started On: 09/09/2025 04:49 PM
Final Approval Date: 09/10/2025		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into as of the Effective Date (as defined below), by and between Williamson County, Texas, a political subdivision, ("County") and Cross Creek Commercial Park, LLC ("Developer"). The County and Developer are each sometimes individually referred to herein as a "Party" and they are sometimes collectively referred to herein as the "Parties".

RECITALS

A. Developer has acquired a parcel of land located on Cross Creek Road north of SH 29 in Williamson County, Texas consisting of approximately 12.464 acres of land, as more particularly described in a Special Warranty Deed with Vendor's Lien recorded under Document No. 2024023903 of the Official Records of Williamson County, Texas (the "Land").

B. Paloma Cimarron Hills, L.P. granted and dedicated, by Plat recorded under Cabinet U, Slides 39, 40, 41, 42, 43, 44, 45 and 46, Document No. 2001013105 of the Official Records of Williamson County, Texas, a 60-foot public right of way, upon which a portion of Cross Creek Road is situated (the "Right of Way").

C. Cross Creek Road is an unimproved roadway and has not been constructed in accordance with the County's Roadway Standards.

D. County has not ever accepted any portion of Cross Creek Road into the County's Road System and the County does not maintain any portion of Cross Creek Road.

E. Cross Creek Road is currently used by the public for access to private property lots and developments adjacent to Cross Creek Road and to points north of Cross Creek Road's intersection at SH 29.

F. Developer has constructed a commercial condominium development on the Land and, in connection therewith, is seeking the County's agreement regarding the Developer's request to construct and maintain in perpetuity, at its sole cost, road improvements within the Right of Way between Cross Creek Road's intersection at SH 29 and the northern boundary line of the Land until which time a governmental entity (on its own or through a development agreement with a private developer) reconstructs Cross Creek Road within the limits of the Road Project.

G. Developer and the County desire to enter into this Agreement to set forth the terms and conditions upon which Developer will construct the above-mentioned road improvements.

AGREEMENTS

NOW, THEREFORE, for and in consideration of the promises and mutual agreements of the Parties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein for all purposes and the Parties agree the content and statements set out in such recitals are true and correct.

2. Certain Definitions. As used in this Agreement, the following terms have the following respective meanings:

a. "Effective Date" means the date on which this Agreement becomes signed by both Parties, as established by reference to the latest of the dates set forth in the acknowledgments of the Parties, below.

b. "Road Project" means the construction of improvements to Cross Creek Road within the Right of Way between Cross Creek Road's intersection at SH 29 and the north boundary line of the Land.

3. Consideration. In return for Developer's construction of the Road Project and its agreement to fully maintain the section of Cross Creek Road that is improved as a part of the Road Project into perpetuity or until which time a governmental entity (on its own or through a development agreement with a private developer) reconstructs Cross Creek Road in accordance with the roadway standards of the governing entity having jurisdiction over area where Cross Creek Road is situated, County agrees to allow Developer to utilize a portion of the existing Right of Way for construction of the Road Project. The Parties further agree and acknowledge that the completed Road Project will serve a public purpose and public benefit by providing an improved roadway for use, in perpetuity, by the public.

4. Agreements and Obligations of Developer. Developer hereby agrees as follows:

a. Developer agrees to design and construct the Road Project in compliance with the plans and specifications as prepared by 2P CONSULTANTS, LLC on August 9th, 2025 (the "Plans and Specs"), which such Plans and Specs are incorporated herein by reference.

b. Developer agrees to submit all final design plans (the "Final Design Plans") to County prior to commencement of construction of the Road Project that evidences and establishes an adequate design and paving with uniformity to the existing width of the Right of Way.

c. Developer agrees to submit all geotechnical reports issued in relation to the Road Project prior to commencement of construction of the Road Project.

d. Developer agrees the construction of the Road Project will be subject to County inspection and testing.

e. Developer agrees that all construction operations and work on the Road Project shall be within the Right of Way and that County has not granted any consent or rights to work on any areas outside the Right of Way.

f. Developer acknowledges that County has not made any representations regarding any real property title matters or interests in relation to the Right of Way and that Developer shall be responsible for obtaining any consents necessary from any public entities, private entities or individuals having any interests in/on/around the Right of Way where the Road Project improvements will be constructed, which shall include but not be limited to any rights or interests of public utilities or private property owners, and, further, that Developer agrees that it shall be solely liable for any damages that Developer may cause to such public utilities or private property owners.

g. Developer agrees to maintain an open lane for traffic at all times during the construction of the Road Project and that Developer shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the construction of the Road Project, as well as all safety signage and traffic control necessary to ensure traffic safety is maintained at all times during such construction.

h. Developer agrees to comply with all applicable permitting requirements associated with the Road Project, which shall include, but not be limited to TCEQ Edwards Aquifer Recahrge Zone water quality requirements and permitting, TxDOT permitting requirements relating to the Road Project's intersection with SH 29, any City of Georgetown permitting requirements, any Emergency Service District No. 4 inspection and permitting requirements, and any other permitting requirements of any governmental entity having jurisdiction over the Road Project.

i. Developer agrees to commence the construction of the Road Project following the Effective Date and to fully complete construction of the Road Project according to the Plans and Specs by June 30, 2026 unless an extension of the Term is granted pursuant to the terms set out herein.

j. Following completion of the Road Project, Developer agrees to fully maintain and repair the paved section of Cross Creek Road that is improved as a part of the Road Project into perpetuity or until which time a governmental entity (on its own or through a development agreement with a private developer) reconstructs Cross Creek Road within the limits of the Road Project in accordance with the roadway standards of the governing entity having jurisdiction over area where Cross Creek Road is situated and that County, nor any other entity that may reconstruct Cross Creek Road in the future will be responsible to Developer for any damages caused to the improvements constructed as a part of the Road Project. Developer further agrees that its maintenance and repair responsibilities shall apply to maintenance and repair made necessary from normal use of

the improvements constructed as a part of the Road Project, as well as any other damages caused to such improvements by the public.

Developer agrees that if Developer should fail to comply with its maintenance and repair obligations under this Agreement within thirty (30) days of receiving a demand from County to perform such obligations, County may, if County so elects, contract for or provide on its own any necessary maintenance and repair work and any sums so paid or otherwise incurred by County for such maintenance and repair work shall be due and payable to County within ten (10) days of County's written demand for payment to Developer. Any amounts owing to County under this subsection shall accrue interest at the maximum rate of interest allowed by law from the date of payment by County until repaid by Developer. Any and all other remedies that are set out herein or otherwise allowed by law or in equity may also be exercised by County in relation to Developer's breach of its maintenance and repair obligations under this Agreement.

The provisions of this subsection shall continue to apply notwithstanding the termination or expiration of this Agreement for any reason.

k. Upon completion of construction of the Road Project, Developer agrees to construct, install, and maintain signage, which is acceptable to County, at the Road Project's intersection at SH 29 and at the north boundary line of the Land that conspicuously sets forth a notification to the public that the improvements made by the Developer to Cross Creek Road as a part of the Road Project are not maintained by the County and that such section of Cross Creek Road are fully maintained by Developer. The provisions of this subsection shall continue to apply notwithstanding the termination or expiration of this Agreement for any reason.

5. Performance Bond. To ensure the Road Project is constructed according to the Plans and Specs, Developer shall obtain a performance bond in the amount of 100% of the costs of constructing the Road Project according to the calculations of a Registered Professional Engineer and name the County as an obligee or additional obligee.

6. Default. Should either Party default in any of its obligations hereunder, the non-defaulting party shall provide the defaulting party notice of the default within thirty (30) days of discovery of the default. The defaulting party shall have thirty (30) days after receipt of written notice thereof from the non-defaulting Party to cure such default. If the defaulting party does not cure the default within such 30-day period, then the non-defaulting Party shall be entitled to terminate this Agreement by written notice to the other Party and pursue any other remedies that may be available to the non-defaulting Party at law or in equity (including suit for specific performance or other equitable relief, if appropriate). Furthermore,

7. Insurance and Indemnification.

a. Insurance**.** Developer shall obtain and maintain throughout the construction of the Road Project the insurance coverages stated in this Section. Prior to commencement of construction on the Road Project, Developer shall provide an insurance certificate acceptable to the County reflecting such insurance policies. Developer shall not cause or

permit any insurance policy to lapse or be cancelled prior to or during the Road Project and shall pay all premiums, deductibles and self-insured retentions, if any, stated in the policies. **"Williamson County, Texas, its officials, employees and agents" shall be named as additional insureds on all coverages required by this Section.** Developer shall obtain and maintain the following insurance coverages:

(i) Commercial general liability insurance with a minimum combined single limit of $1,000,000 per occurrence and a minimum $2,000,000 aggregate including products and completed operations and contractual liability coverage.

(ii) Comprehensive business automobile liability insurance with a minimum combined single limit of $500,000 including coverage for all owned, non-owned and hired autos.

Only insurance written by a company with an AM Best rating of no less than a B+ VII and in good standing with the Texas State Board of Insurance shall be acceptable to the County.

b. Indemnity. DEVELOPER SHALL, TO THE EXTENT OF ITS NEGLIGENCE, INDEMNIFY, AND HOLD THE COUNTY, ITS OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, ATTORNEY'S FEES, AND ANY AND ALL OTHER COSTS OR FEES ARISING OUT OF, OR INCIDENT TO, CONCERNING OR RESULTING FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF DEVELOPER, OR ITS AGENTS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, OR ANY PARTICIPANT OR ATTENDEE OF THE ROAD PROJECT ARISING FROM, ASSOCIATED WITH, OR OTHERWISE RELATING TO THE ROAD PROJECT, NO MATTER HOW, OR TO WHOM, SUCH LOSS MAY OCCUR. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF COUNTY (INCLUDING, BUT NOT LIMITED TO THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM. MAINTENANCE OF THE INSURANCE REQUIRED UNDER THIS AGREEMENT SHALL NOT LIMIT DEVELOPER'S OBLIGATIONS UNDER THIS PARAGRAPH. THE PROVISIONS OF THIS CLAUSE SHALL CONTINUE TO APPLY NOTWITHSTANDING THE TERMINATION OR EXPIRATION OF THIS AGREEMENT FOR ANY REASON.

8. Term and Termination.

a. Except as otherwise set out herein, this Agreement shall be effective for a term (the "Term") commencing on the Effective Date and expiring on or before the above stated completion date of the Road Project, unless terminated earlier in accordance with the terms of this Agreement.

b. The County understands and acknowledges that Developer will not commence construction of the Road Project unless and until Developer has obtained all requisite licenses, permits, consents, approvals and authorizations from the appropriate governmental authorities necessary for the lawful construction and operation of the Road Project (collectively, the "Governmental Authorizations"). Notwithstanding anything to the contrary in this Agreement, Developer shall have the right to terminate this Agreement by written notice to the County if Developer has not obtained all Governmental Authorizations by June 30, 2026. Upon any termination of this Agreement by Developer in accordance with this Section, this Agreement shall become null and void and neither Party shall have any further rights or obligations hereunder.

c. The Term of this Agreement may be extended for an additional period or periods of time upon mutual written agreement of the Parties hereto.

9. Miscellaneous Provisions.

a. Successors and Assigns.

i. Developer shall not be entitled to assign this Agreement or any of Developer's rights or obligations hereunder to any other person or entity without the prior written consent of the County. Developer acknowledges and agrees that the County, Developer and Developer's Assignee shall enter into a Consent to Assignment Agreement containing terms and conditions acceptable to County prior to County's authorization of any assignment of this Agreement.

ii. This Agreement is a covenant running with title to the Land and shall be binding upon and inure to the benefit of County and Developer and their respective successors and permitted assigns.

b. Force Majeure.

i. In the event either Party is rendered unable by force majeure to carry out any of its obligations under this Agreement, in whole or in part, then the obligations of that party, to the extent affected by the force majeure will be suspended during the continuance of the inability, provided however, that due diligence is exercised to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the party whose contractual obligations are affected thereby must give notice and full particulars of the force majeure to the other Party. The cause, as far as possible, must be remedied with all reasonable diligence.

ii. The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, restraints of government and civil disturbances, explosions, breakage or accidents to equipment, pipelines or canals, partial or complete failure of water supply, and any other inabilities of either party, whether similar to those enumerated or otherwise, that are not within the control of the party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts is entirely within the discretion of the party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch will not require the settlement of strikes and lockouts by acceding to the demands of the opposing party if the settlement is unfavorable in the judgment of the party having the difficulty.

c. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf

of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity or other immunity under the laws of the State of Texas or of the United States.

d. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of laws, rules or principles as applied in Texas. Venue for any action brought under or in connection with this Agreement shall lie exclusively in the courts of competent jurisdiction of Williamson County, Texas, and any appellate courts with jurisdiction over matters brought in such courts.

e. Amendment. This Agreement cannot be amended or modified, nor can any provision hereof be waived, except by a written instrument duly executed by both Parties (in the case of an amendment or modification) or by the Party to be charged (in the case of a waiver).

f. Non-waiver. Failure of either Party to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

g. Notices. All notices required or permitted under this Agreement shall be given by (i) prepaid first-class mail, registered or certified, return receipt requested, or (ii) recognized overnight courier with tracking capability. All notices hereunder shall be addressed as follows:

If to the County:

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

If to Developer:

Cross Creek Commercial Park, LLC
406 N Lee Street, Suite 201
Round Rock, Tx 78664-4313

Notices made by registered or certified mail shall be deemed given two (2) days (excluding Saturdays, Sundays and postal holidays) after deposit with the U.S. Postal Service, properly addressed and prepaid. Notices given by recognized overnight delivery service shall be deemed given when delivery actually occurs. Either Party may change its address for notice by providing the other Party notice thereof in accordance herewith.

h. Authority. Each Party represents and warrants that the person executing this Agreement on behalf of such Party has been duly authorized to do so by all requisite actions on the part of such Party (and in the case of the County, in full compliance with all applicable County ordinances), and in so doing shall bind such Party to all of the provisions hereof.

i. Construction. Each Party is sophisticated in the matters covered by this Agreement and was represented by counsel of such Party's choosing in connection with the drafting and negotiation of this Agreement. As such, each Party waives any rule of construction or interpretation that would require any provision of this Agreement to be construed in favor of or against either Party on the basis of which Party drafted such provision.

j. Savings Clause. In the event any provision herein shall be judicially interpreted or held to be invalid, illegal or otherwise unenforceable by reason of any rule of law or public policy, then (i) the other provisions of this Agreement shall remain in full force and effect, and (ii) the provision held to be invalid, illegal or unenforceable shall, to the fullest extent permitted by law, be reformed to the minimum extent necessary to render such provision valid, legal and enforceable and in such a manner as to preserve to the fullest extent possible the original economic and legal intent of the Parties.

k. Rules of Construction. The following rules of construction shall apply to this Agreement: (i) words in the singular shall include the plural, and vice versa; (ii) the words "include", "includes" and "including" are not limiting; (iii) references herein to a "Section" shall mean the corresponding section of this Agreement and are included for convenience of reference only and not to enlarge or limit the scope or meaning of any sections; (iv) the words "hereof", "herein" and "hereunder" and words of similar import shall refer to this Agreement as a whole, and not to any particular provision of this Agreement; and (v) the "$" sign refers to currency of the United States of America.

l. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall constitute but one and the same instrument.

m. Time. Time is of material importance to this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

n. No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. The County, its past, present and future officers, elected officials, employees and agents of the County, do not assume any responsibilities or liabilities to any third party in connection with the construction of the Road Project Improvements.

o. Entirety. This Agreement comprises the entire agreement between the County and Developer and there are no conversations, understandings, agreements, conditions or representations, express or implied with reference to the subject matter hereof that are not merged herein or superseded hereby.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the dates set forth in the acknowledgments of the Parties below, to be effective, however, as of the Effective Date.

County

Williamson County, Texas

By: _____

Printed Name: _____

Title: As Presiding Officer of the Williamson County Commissioners Court

STATE OF TEXAS §
§
COUNTY OF WILLAMSON §

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____, as Presiding Officer of the Williamson County Commissioners Court, on behalf of said County and in the capacity herein stated.

_____
Notary Public, State of Texas

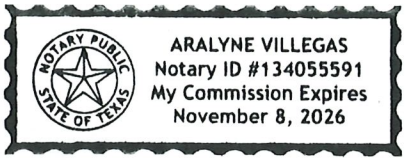
Developer

Cross Creek Commercial Park, LLC

By: _____

Printed Name: Tyler Humes

Title: Manager



STATE OF TEXAS §
§
COUNTY OF WILLAMSON §

This instrument was acknowledged before me on the 10th day of September, 2025, by Tyler Humes, as Manager on behalf of Cross Creek Commercial Park, LLC.

_____
Notary Public, State of Texas

Commissioners Court - Regular Session **64.**

Meeting Date: 09/16/2025

Brazos River Authority CR 143 Letter Agreement - Pct 3

Submitted For: Adam Boatright **Submitted By:** Misti Schulz, Infrastructure

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

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a Letter Agreement with the Brazos River Authority for the CR 143 Bridge Replacement Project.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Brazos River Authority CR 143 Bridge Replacement Letter of Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/10/2025 09:36 AM
Form Started By: Misti Schulz		Started On: 09/09/2025 08:17 AM
Final Approval Date: 09/10/2025		

LETTER OF AGREEMENT

This Letter of Agreement ("Agreement") is entered into this ___ day of _____, 2025 ("Effective Date") by and between the **Brazos River Authority** ("BRA"), with a mailing address of 4600 Cobbs Drive, Waco, Texas 76710, and **Williamson County, Texas**, with a mailing address of 3151 SE Inner Loop Georgetown, TX 78626.

WHEREAS, Williamson County, Texas is installing a bridge replacement near Dry Berry Creek on County Road 143 in Williamson County, Texas;

WHEREAS, BRA owns and operates the Williamson County Regional Raw Waterline ("WCRRWL"), a 48" pipeline to transport water from Stillhouse Hollow Lake to Lake Georgetown;

WHEREAS, as part of the installation of the new bridge, the path of the installation of the new bridge abutment rip rap protection would cover the WCRRWL on County Road 143 in Williamson County, Texas; and

WHEREAS, Williamson County, Texas has requested, and BRA has agreed to grant the request subject to the terms and provisions contained herein, to install the new bridge across the WCRRWL.

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

1. Williamson County, Texas shall physically confirm the line and grade of the WCRRWL pipeline prior to initiating any construction activity.

2. Williamson County, Texas will notify the BRA's representative Colton Adkins at 254-307-9836 or his designee at least 48 hours (normal business hours) prior to any construction near the WCRRWL pipeline and provide the BRA with contact information so that the BRA can have a representative present during any construction activity.

3. The new bridge abutment rip rap protection shall be installed above the WCRRWL pipeline. The new bridge abutment rip rap protection shall maintain a vertical minimum clearance of twelve (12) inches between the bottom of the rip rap and the top of the WCRRWL pipeline. Existing blow off valve stems, manholes, and all other associated BRA improvements requiring surface access shall be extended in accordance with project plans and specifications.

4. Williamson County, Texas shall grout all voids in the boring for 10' on either side of the centerline of the WCRRW, if applicable. If the proposed construction disturbs the WCRRWL pipeline pipeline's existing backfill, Williamson County, Texas will restore it back to its pre-construction condition.

5. Design and construction of the new bridge shall comply with all appropriate Texas Commission on Environmental Quality ("TCEQ") and other applicable regulatory rules and regulations.

6. Williamson County, Texas shall not place spoil piles greater than five (5) feet in height over the WCRRWL pipeline and shall limit heavy construction loads over the WCRRWL pipeline. Spoil shall be moved off the WCRRWL pipeline.

7. Within 90 days of construction completion, Williamson County, Texas shall provide coordinates tied to the Texas State Plane Coordinate System for each crossing by the proposed new conduit.

8. Within 90 days of construction completion, Williamson County, Texas' contractor shall provide BRA with a certification of the type of new bridge, the depth of the new bridge and that the required clearances in Paragraph 4 were maintained.

9. All proposed utility crossings shall be clearly marked with permanent surface markers at both edges of the easement. The markers shall be color coded in accordance with the American Public Works Association Uniform Color Code, identify the type of utility (gas, water, electric, telephone, etc.), and provide the owner's name and emergency contact information at a minimum.

10. Williamson County, Texas shall return all disturbed areas within the easement to original grades, elevations and vegetated conditions.

11. WILLIAMSON COUNTY, TEXAS SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE WCRRWL PIPELINE CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF WILLIAMSON COUNTY, TEXAS OR ITS CONTRACTORS, AND SHALL SAVE, HOLD HARMLESS, DEFEND, AND INDEMNIFY THE BRA, FROM ANY AND ALL ACTIONS, LIABILITIES, LOSSES, DAMAGES, JUDGMENTS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF ANY NEGLIGENT ACT, ERROR OR OMISSION BY WILLIAMSON COUNTY, TEXAS, ITS AGENTS, EMPLOYEES, AND INDEPENDENT CONTRACTORS, AND/OR ON ACCOUNT OF ANY BODILY INJURY, DEATH, OR PROPERTY DAMAGE, OR CLAIMS FOR BODILY INJURY, DEATH, OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, AND BY WHOMSOEVER MADE, IN CONNECTION WITH, RESULTING FROM OR ARISING OUT OF WILLIAMSON COUNTY, TEXAS' ACTIVITIES.

12. All improvements placed upon and across the easement are done so at the sole risk and responsibility of Williamson County, Texas and their assigns.

13. It is expressly understood that BRA does not purport, hereby, to grant any right, claim, title or easement in or upon the right of way.

14. Williamson County, Texas or their contractor shall not hold BRA responsible for any construction delays.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, and effective upon the receipt of the last signature.

BRAZOS RIVER AUTHORITY

By: _____
DAVID COLLINSWORTH

Title: **GENERAL MANAGER / CEO**

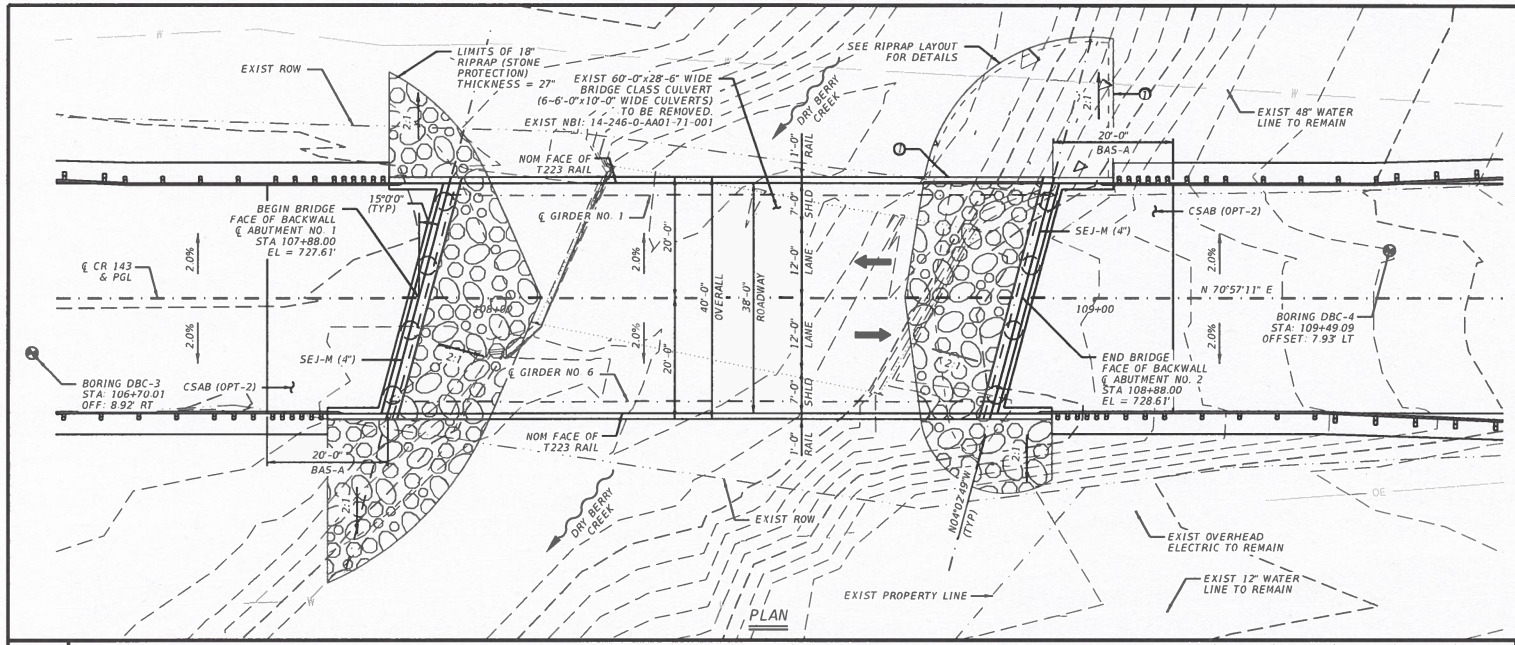
Date: 9/4/2025

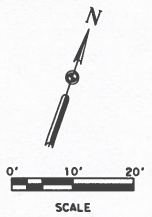
WILLIAMSON COUNTY, TEXAS

By: _____

Title: _____

Date: _____





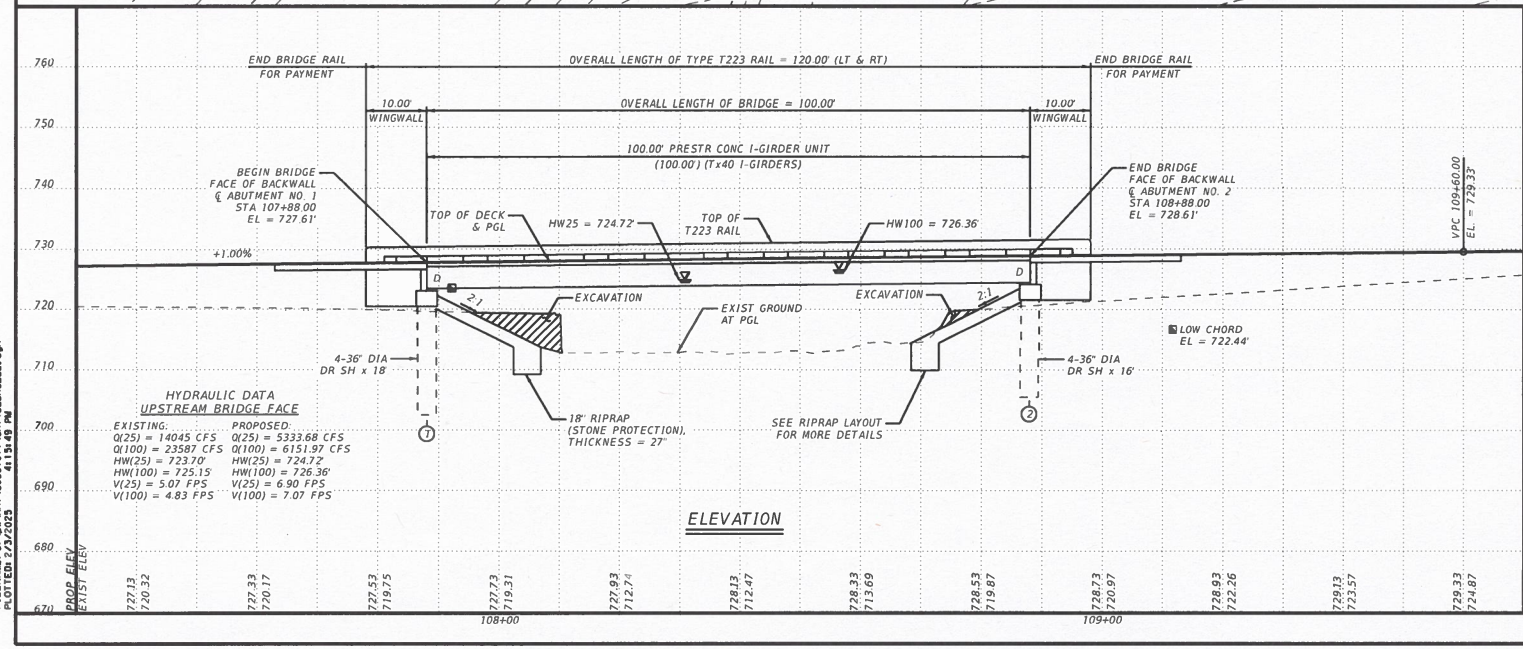
GENERAL NOTES:

1. DESIGNED ACCORDING TO AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, 9TH EDITION (2020) AND TxDOT BRIDGE DESIGN MANUAL (SEP 2024).
2. ALL DIMENSIONS ARE HORIZONTAL AND MUST BE CORRECTED FOR GRADE AND CROSS SLOPE.
3. CONTRACTOR SHALL FIELD VERIFY LOCATIONS OF ALL STRUCTURES AND UTILITIES PRIOR TO ORDERING MATERIALS AND NOTIFY ENGINEER IN WRITING OF ANY CONFLICTS OR DISCREPANCIES.
4. SEE BORING LOG SHEET FOR ADDITIONAL BORING INFORMATION.
5. BEARING CONDITIONS: D = DOWEL, BLANK = NO DOWEL

(1) CONCRETE RIPRAP SHALL HAVE A WALL EXTENSION ON BOTH SIDES THAT TURN TOWARDS THE ABUTMENT. WALL EXTENSION SHALL BE 1'-6" DEEP TO HELP MITIGATE EROSION UNDER CONCRETE RIPRAP.

DESIGN SPEED: 60 MPH
EXIST ADT: 696 VPD (2020)
PROP ADT: 164 VPD (2043)
FUNCTIONAL CLASS: RURAL LOCAL
EXIST NBI: 14-246-0-AA01-71-001
PROP NBI: 14-246-0-AA01-71-501

HL-93 LOADING
SUPERSTRUCTURE INV/OPR RATINGS: 1.02/2.11



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Kimley»Horn F-928

© 2025 Texas Department of Transportation

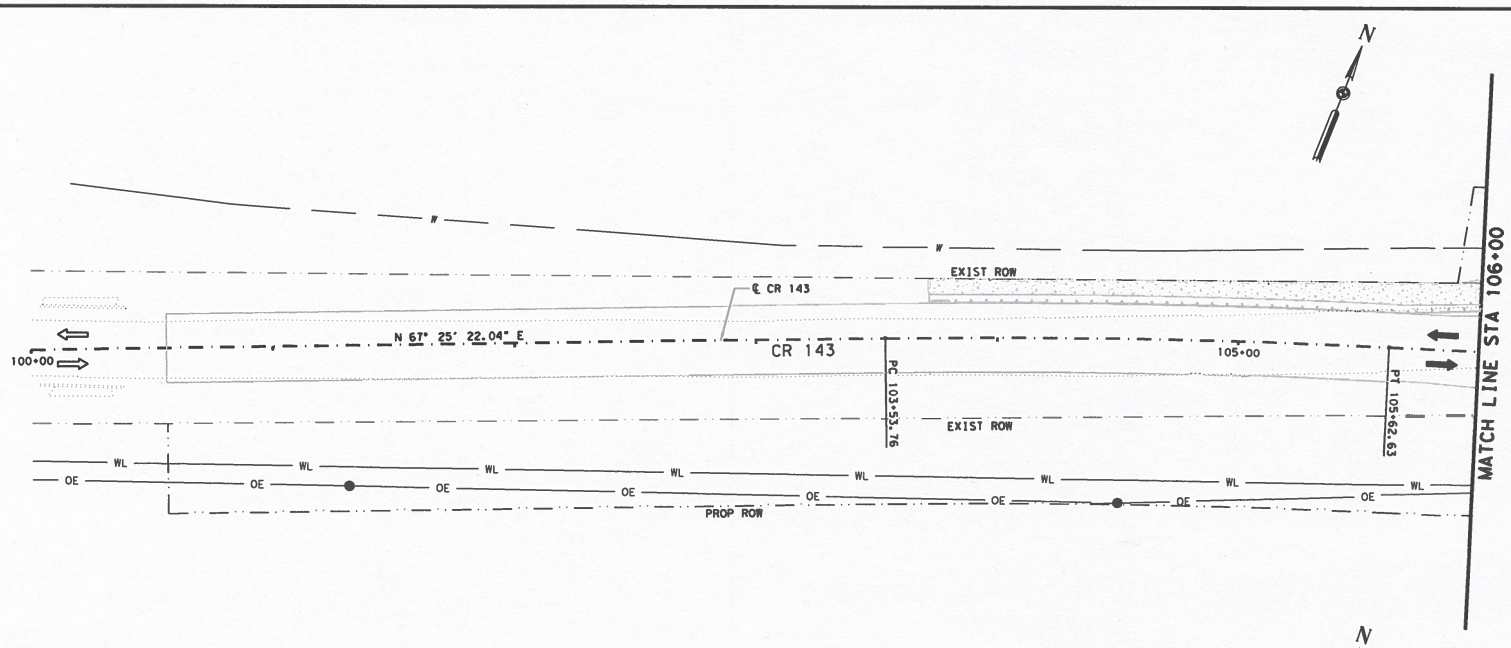
CR 143 AT DRY BERRY CREEK

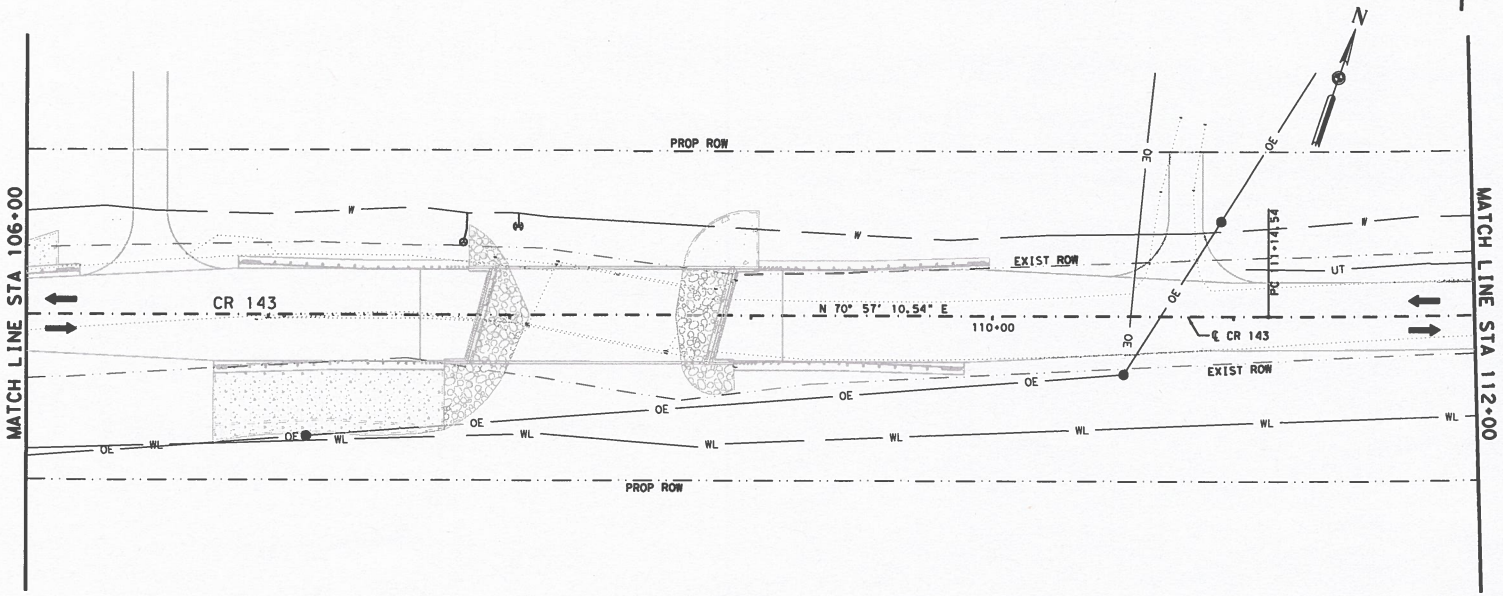
BRIDGE LAYOUT

SHEET 1 OF 1

FED. RD. DIST. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
6	BR2020(732)	CR 143

STATE	DIST.	COUNTY	SHEET NO.
TEXAS	AUS	WILLIAMSON	77
CONT.	SECT.	JOB	
0914	05	203, ETC.	





0' 25' 50'

SCALE

LEGEND

UT	FRONTIER TELECOM LINE (TO BE ABANDONED)
W	BRAZOS RIVER AUTHORITY 48" RAW WATER PIPELINE
WL	CITY OF GEORGETOWN 12" WATER LINE
OE	PEDERNALES ELECTRIC CO-OP OVERHEAD ELECTRIC LINE
●	PEDERNALES ELECTRIC CO-OP ELECTRIC POLE TO BE RELOCATED BY OTHERS

NOTES:

1. LOCATION OF EXISTING UTILITIES SHOWN ARE APPROXIMATE. CONTRACTOR TO FIELD VERIFY PRIOR TO CONSTRUCTION.

2/3/2025

STATE OF TEXAS
ELIZABETH M. WAGNER
149300
LICENSED
PROFESSIONAL ENGINEER

Kimley»Horn F-928

© 2025

Texas Department of Transportation

CR 143 AT DRY BERRY CREEK

EXISTING UTILITY LAYOUT

SHEET 1 OF 2

FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
6	BR2020(732)	CR 143

STATE	DIST.	COUNTY	SHEET NO.
TEXAS	AUS	WILLIAMSON	75
CONT.	SECT.	JOB	
0914	05	203, ETC.	

FILENAME: c:\pw\ani\d0184821\CR143_UTIL01.dgn
PLOTTED: 2/3/2025 4:15:41 PM

Commissioners Court - Regular Session **65.**

Meeting Date: 09/16/2025

Real Estate Contract for E. Wilco Highway 6

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 Glen and Judy Christianson to acquire 15.35 AC needed as right of way on the E. Wilco Highway 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	09/10/2025 09:32 AM
Form Started By: Don Childs		Started On: 09/08/2025 01:05 PM
Final Approval Date: 09/10/2025		

REAL ESTATE CONTRACT

E. Wilco Highway Segment 6 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **GLEN CHRISTIANSON and JUDY CHRISTIANSON**(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 15.35-acre (668,854 square foot) tract of land, out of and situated in the W.A. Dodd Survey, No. 118, Abstract No. 209, and the M.M. Gardner Survey, Abstract No. 803 in Williamson County, Texas, being a portion of a Remainder of a called 166.90 AC tract of land, described in a deed to Glen Christianson and Judy Christianson recorded April 21, 1997, in document 9717159 of the official public records of Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 114**);

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 SIX HUNDRED SIXTY THOUSAND FIFTY and 00/100 Dollars ($660,050.00).

2.01.1. The Purchase Price for the improvements located within the portion of the Property described in Exhibit "A" shall be the sum of FORTY THOUSAND NINE HUNDRED NINETY-TWO and 00/100 Dollars ($40,992.00)

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 October 15, 2025, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the 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 October 1, 2025 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed 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.

SELLERS:

GLEN CHRISTIANSON

JUDY CHRISTIANSON

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Williamson County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT "A"

County: Williamson
Highway: East Wilco Highway
Limits: From C.R. 127 to C.R. 327

June 20, 2025
Parcel No.:114

PROPERTY DESCRIPTION FOR PARCEL 114

DESCRIPTION OF A 15.35 ACRE (668,854 SQ. FT.) PARCEL OF LAND LOCATED IN THE W.A. DODD SURVEY NO. 118, ABSTRACT NO. 209, AND THE M.M. GARDNER SURVEY, ABSTRACT NO. 803, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A REMAINDER OF A CALLED 166.90 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO GLEN CHRISTIANSON AND JUDY CHRISTIANSON, RECORDED APRIL 21, 1997, IN DOCUMENT NO. 9717159, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.TX.); SAID 15.35 ACRE (668,854 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 with a plastic cap (illegible) found 612.29 feet left of East Wilco Highway Engineer's Centerline Station (E.C.S.) 134+52.38 on the south line of said remainder of a called 166.90 acre tract, for the northeast corner of a called 30.83 acre tract of land and the northwest corner of a called 20.04 acre tract of land, described as Tract I and Tract II in a deed to the Dustin and Samantha Davidson Revocable Trust in Document No. 2021003991, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX.);

THENCE, North 67°46'56" East, with the south line of said remainder of a called 166.90 acre tract and north line of said 20.04 acre tract, a distance of **441.30 feet** to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates N=10,228,500.04, E=3,174,666.65) set** 175.00 feet left of East Wilco Highway E.C.S. 133+93.05 on the proposed west right-of-way line of East Wilco Highway, for the southwest corner and the **POINT OF BEGINNING** of the parcel described herein;

THENCE, departing the north line of said 20.04 acre tract, with the proposed west right-of-way line of said East Wilco Highway, over and across said remainder of a called 166.90 acre tract, the following two (2) courses and distances numbered 1-2:

1) **North 29°56'39" West,** a distance of **552.37 feet** to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set** 175.00 feet left of East Wilco Highway E.C.S. 139+45.42, for the beginning of a curve to the right, and

2) With said curve to the right, an arc distance of 2,134.30 feet, through a central angle of 27°30'40", having a radius of 4,445.00 feet, and a chord that bears **North 16°11'19" West** a distance of **2,113.86 feet** to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 175.00 feet left of East Wilco Highway E.C.S. 159+95.69 on the north line of said remainder of a called 166.90 acre tract, same being the existing south right-of-way line of County Road (C.R.) 327, a variable-width right-of-way, no record information found, for the northwest corner of the parcel described herein;

3) **THENCE, North 67°48'57" East**, departing the proposed west right-of-way line of said East Wilco Highway, with the north line of said remainder of a called 166.90 acre tract and the existing south right-of-way line of said C.R. 327, a distance of **5.36 feet** to a calculated point on the existing west right-of-way line of said East Wilco Highway, as described in a deed to Williamson County, Texas in Document No. 2024078234, O.P.R.W.C.TX., for the most northerly northeast corner of said remainder of a called 166.90 acre tract and the parcel described herein;

THENCE, departing the existing south right-of-way line of said C.R. 327, with existing west right-of-way line of said East Wilco Highway and the east line of said remainder of a called 166.90 acre tract, the following two (2) courses and distances numbered 4-5:

4) **South 21°30'03" East,** a distance of **1,439.39 feet** to an iron pipe found, for the southwest corner of said Williamson County, Texas right-of-way tract and an interior corner of said remainder of a called 166.90 acre tract and the parcel described herein, and

5) **North 68°01'39" East,** a distance of **102.21 feet** to a 5/8-inch iron rod with an aluminum cap stamped "WILCO" found 176.43 feet right of East Wilco Highway E.C.S. 145+88.88 on the proposed east right-of-way line of said East Wilco Highway, for the southeast corner of said Williamson County, Texas right-of-way tract and the southwest corner of a remainder of a called 43.42 acre tract described in a deed to Brian P. Donohoo and Carmeleta Donohoo, recorded in Document No. 2014002287, O.P.R.W.C.TX., and for the beginning of a curve to the left;

THENCE, departing the common line of said remainder of a called 166.90 acre tract and said Williamson County, Texas right-of-way tract, with the proposed east right-of-way line of said East Wilco Highway, over and across said remainder of a called 166.90 acre tract, the following two (2) courses and distances numbered 6-7:

6) With said curve to the left, an arc distance of 616.98 feet, through a central angle of 08°38'02", having a radius of 4,094.41 feet, and a chord that bears **South 25°29'41" East** a distance of **616.40 feet** to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set** 175.00 feet right of East Wilco Highway E.C.S. 139+45.42, and

7) **South 29°56'39" East,** a distance of **599.85 feet** to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set** 175.00 feet right of East Wilco Highway E.C.S. 133+45.56 on the south line of said remainder of a called 166.90 acre tract and north line of said 20.04 acre tract, for the southeast corner of the parcel described herein;

THIS SPACE INTENTIONALLY LEFT BLANK

8) **THENCE, South 67°46'56" West,** departing the proposed east right-of-way line of said East Wilco Highway, with the common line of said remainder of a called 166.90 acre tract and said 20.04 acre tract, a distance of **353.21 feet** to the **POINT OF BEGINNING**, and containing 15.35 acres (668,854 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 §

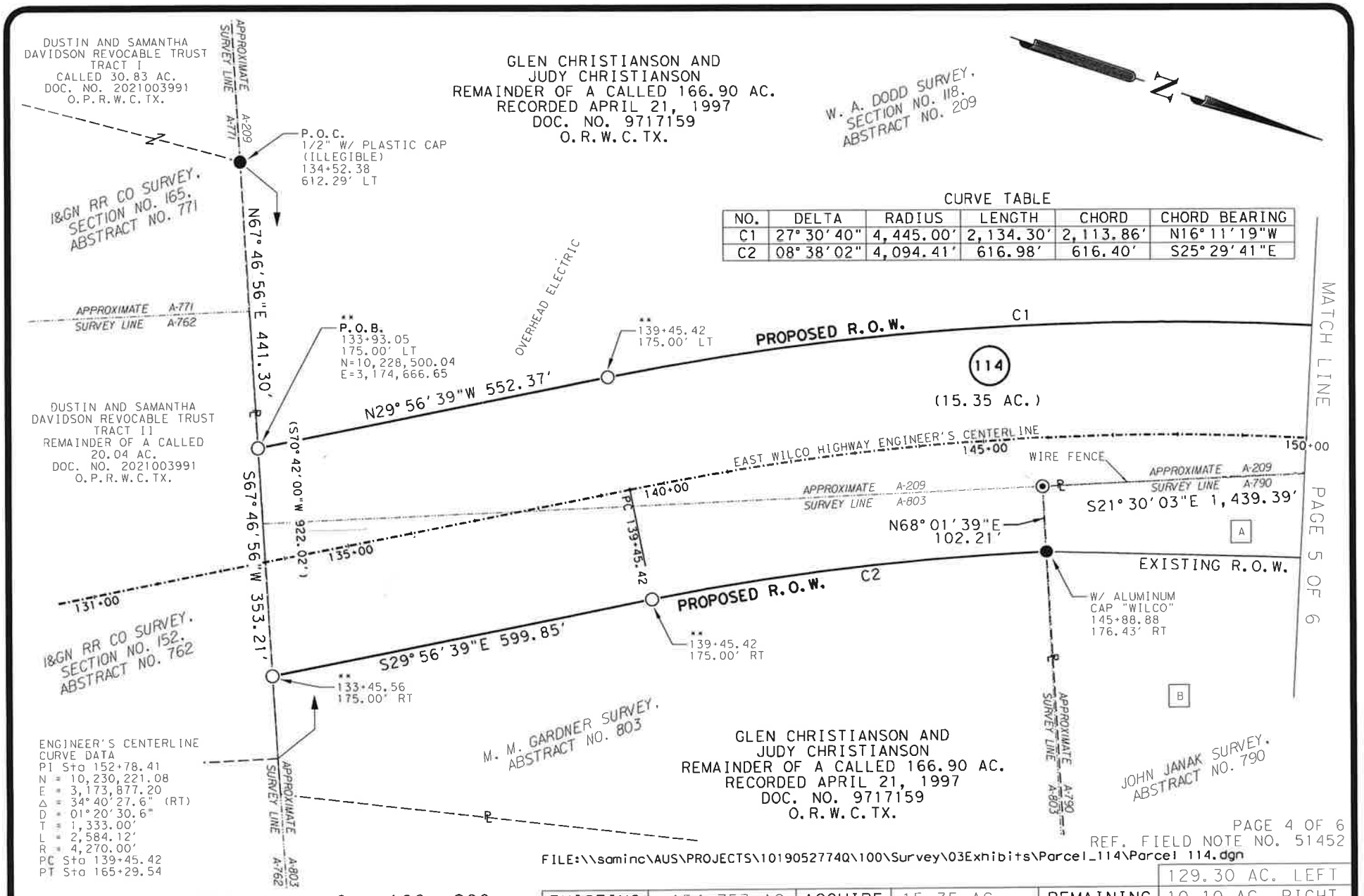
That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

Preliminary
06/20/2025 12:55:43 PM

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



CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	27° 30' 40"	4,445.00'	2,134.30'	2,113.86'	N16° 11' 19"W
C2	08° 38' 02"	4,094.41'	616.98'	616.40'	S25° 29' 41"E

PAGE 4 OF 6
REF. FIELD NOTE NO. 51452

FILE:\\saminc\AUS\PROJECTS\10190527740\100\Survey\03Exhibits\Parcel_114\Parcel 114.dgn

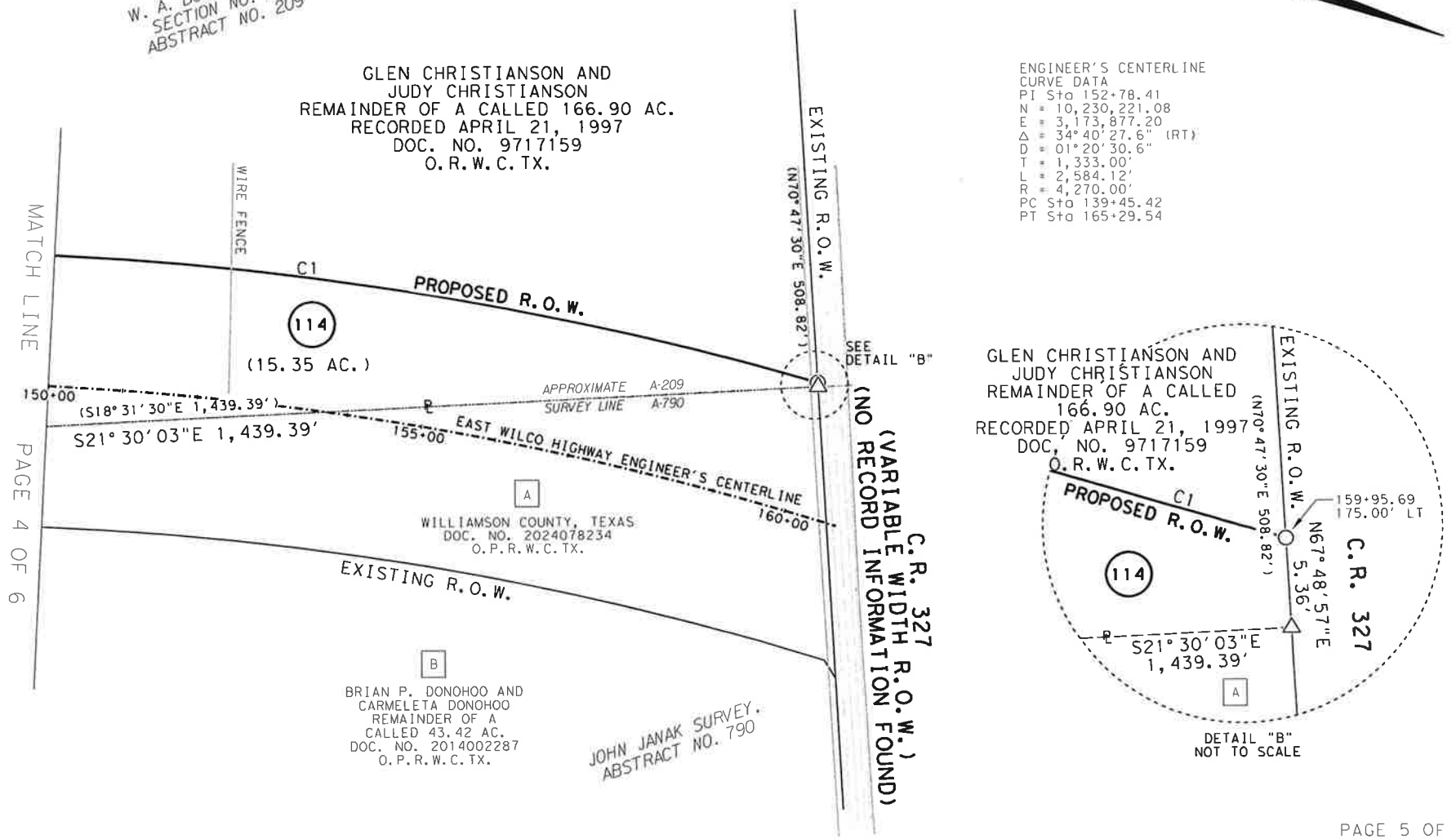
					129.30 AC. LEFT
EXISTING	*154.753 AC.	ACQUIRE	15.35 AC.	REMAINING	10.10 AC. RIGHT

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
GLEN CHRISTIANSON AND
JUDY CHRISTIANSON
PARCEL 114
15.35 AC. (668,854 SQ. FT.)

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	27°30'40"	4,445.00'	2,134.30'	2,113.86'	N16°11'19"W



ENGINEER'S CENTERLINE
CURVE DATA
PI Sta 152+78.41
N = 10,230,221.08
E = 3,173,877.20
Δ = 34°40'27.6" (RT)
D = 01°20'30.6"
T = 1,333.00'
L = 2,584.12'
R = 4,270.00'
PC Sta 139+45.42
PT Sta 165+29.54

DETAIL "B"
NOT TO SCALE

REF. FIELD NOTE NO. 51452

FILE:\\saminc\AUS\PROJECTS\10190527740\100\Survey\03Exhibits\Parcel_114\Parcel 114_p2.dgn

200 0 100 200

GRAPHIC SCALE
SCALE: 1" = 200'
WILLIAMSON COUNTY, TEXAS

					129.30 AC. LEFT
EXISTING	±154.753 AC.	ACQUIRE	15.35 AC.	REMAINING	10.10 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
GLEN CHRISTIANSON AND
JUDY CHRISTIANSON
PARCEL 114
15.35 AC. (668,854 SQ. FT.)

LEGEND

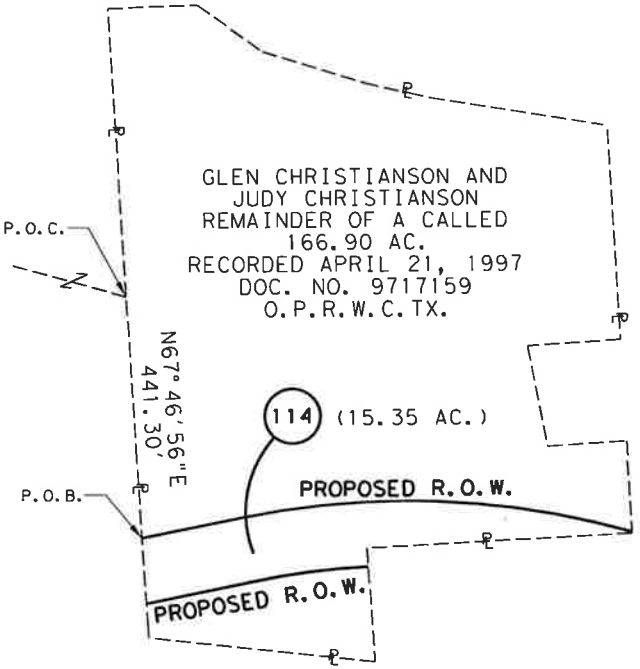
○	5/8" IRON ROD SET WITH AN ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
⊕	MAG NAIL WITH SHINER STAMPED "SAM LLC"
■	TXDOT TYPE I CONCRETE MONUMENT FOUND
⊡	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
●	5/8" IRON ROD FOUND (UNLESS NOTED)
◉	1/2" IRON PIPE FOUND (UNLESS NOTED)
◉	COTTON SPINDLE FOUND
⊕	MAG NAIL 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

A

WILLIAMSON COUNTY, TEXAS
DOC. NO. 2024078234
O.P.R.W.C.TX.

B

BRIAN P. DONOHOO AND
CARMELETA DONOHOO
REMAINDER OF A
CALLED 43.42 AC.
DOC. NO. 2014002287
O.P.R.W.C.TX.



NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.

2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.

3. EAST WILCO HIGHWAY ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM HALFF SCHEMATIC RECIEVED BY SAM, LLC IN APRIL, 2025.

4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

** UNABLE TO SET AT THE TIME OF SURVEY. 5/8" IRON ROD WITH AN ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" MAY BE SET UPON COMPLETION OF THE ROAD CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL SURVEYOR.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Preliminary
06/20/2025 12:55:53 PM

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE

REF. FIELD NOTE NO. 51452
FILE:\\saminc\AUS\PROJECTS\10190527740\100\Survey\03Exhibits\Parcel_114\Parcel 114.dgn

					129.30 AC. LEFT
EXISTING	*154.753 AC.	ACQUIRE	15.35 AC.	REMAINING	10.10 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
GLEN CHRISTIANSON AND
JUDY CHRISTIANSON
PARCEL 114
15.35 AC. (668,854 SQ. FT.)

Exhibit "B"

Parcel 114

DEED

East Wilco Highway – Segment 6

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **GLEN CHRISTIANSON and JUDY CHRISTIANSON**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property")

PARCEL 94

All of that certain 15.35-acre (668,854 square foot) tract of land, out of and situated in the W.A. Dodd Survey, No. 118, Abstract No. 209, and the M.M. Gardner Survey, Abstract No. 803 in Williamson County, Texas, being a portion of a Remainder of a called 166.90 AC tract of land, described in a deed to Glen Christianson and Judy Christianson recorded April 21, 1997, in document 9717159 of the official public records of Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 114**);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record.

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of East Wilco Highway, Segment 6.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 2025.

[signature page follows]

GRANTOR:

_____
GLEN CHRISTIANSON

GRANTOR:

_____
JUDY CHRISTIANSON

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____day of_____, 2025 by **GLEN CHRISTIANSON,** on behalf of said entity.

_____
Notary Public, State of Texas

This instrument was acknowledged before me on _____day of_____, 2025 by **JUDY CHRISTIANSON**, on behalf of said entity.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, P.L.L.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:
Sheets & Crossfield, P.L.L.C.
309 East Main
Round Rock, Texas 78664

Commissioners Court - Regular Session **66.**

Meeting Date: 09/16/2025

Hero Way 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 two relocation claims for moving expenses related to the right of way acquisition on Hero Way (Parcel 333).

Background

Funding Source: TANS P588

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

claim

claim

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/10/2025 09:32 AM
Form Started By: Don Childs		Started On: 09/08/2025 01:09 PM
Final Approval Date: 09/10/2025		

CLAIM FOR FIXED MOVING EXPENSE PAYMENT - INDIVIDUALS AND FAMILIES

1. Name of Claimant(s): Kristina Robles	Parcel No.: 333		County: Williamson	
	Project: FM 2243/Hero Way			
	4. Occupancy of Property Acquired by Williamson County			
	From (Date): 05-01-2021	To (Date of Move): 08-25-2025		
	5. Controlling Dates	Mo.	Day	Yr.
	a. First Offer in Negotiations	11	07	2023
2. Address of Property Acquired by State: 3499 Hero Way Leander, Texas 78641	b. Date Property Acquired	04	29	2025
	c. Date Required to Move	06	07	2025
	6. Dwelling:(house, apartment, etc.) ☐ Owner-occupied ☒ Tenant ☐ Furnished ☒ Unfurnished			
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			

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.

Aug 26, 2025
Date of Claim

Claimant

Claimant

Spaces Below to be Completed by State

8. Type occupancy and number of rooms verified prior to move on: Date: 08-19-2025 By: Signature	9. Vacancy verified on: Date: 8/26/2025 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

County Judge, Williamson County

RIGHT OF WAY OF TEXAS, LLC

3411 Sam Bass Road, Round Rock, Texas 78681
(O) (512) 372.6220

DATE: August 28, 2025

TO: Lisa Dworaczyk, Sheets and Crossfield

FROM: Mike Knott, Right of Way of Texas

SUBJECT: Relocation – Fixed Moving Expense Payment (Tenant Displacee)

PROJECT: Williamson County: FM2243/Hero Way
PARCEL: 333

Forms and Documentation Included:

- Claim Form for Fixed Moving Expenses
- Certification of Eligibility
- Release of Property
- IRS Form W-9
- Room Count Documentation
- Personal Property Displacement Photos
- Vacancy Photos
- Photos of Relocated Personal Property

REMARKS

This submission requests reimbursement for **Fixed Moving Expenses** on behalf of a **tenant displacee** at Parcel 333, WILCO Hero Way Project.
The residence consisted of **6 rooms in total**:

- 3 bedrooms
- 1 living room
- 1 den
- 1 kitchen

According to **Moving Expense Schedule A & B** for an **Unfurnished Unit**, the reimbursement amount for **6 rooms** is **$1,600.00**.

The tenant elected the fixed schedule option, and the attached claim form and supporting documentation confirm the room count and displacement. Additional attachments include the eligibility certification, release of property, IRS W-9, and photographic evidence of displacement, vacancy, and relocated personal property.

This claim represents an eligible **Fixed Moving Expense Payment** under the Relocation Assistance Program and is submitted for reimbursement review.

If you have any questions or need additional information, please do not hesitate to contact me at **(512) 903-5083**.

CERTIFICATION OF ELIGIBILITY

Project: FM 2243/Hero Way
Parcel: 333

Displacee: Kristina Ellie Robles

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.

Claimant

Date: Aug 26, 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.

N/A

Claimant

Date:

RIGHT OF WAY OF TEXAS, LLC

3411 SAM BASS ROAD, ROUND ROCK, TEXAS 78681
(O) (512) 372.6220 (F) (512) 372.6221

PROJECT FM 2243/Hero Way
PARCEL 333
COUNTY Williamson

RELEASE OF PROPERTY

This is to notify Williamson County that Kristina Robles have vacated the property described as parcel 333 on the above referenced project, and relinquish all rights to the property, real or personal, left on this parcel.

Displacee Signature

Kristina Rob

Displacee Name, Printed

Aug 26, 2025

Date

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	4	4
Kitchen	1	1
Family Room		
Bedroom	3	3
Study		
Kitchen-Den		
Living Room-Den	1	1
Den		
Living Room-Dining Room		
Sleeping Room		
Others		
Basement		
Garage		
Storage Room		
Attic		
Total	6	6

Remarks: (Where totals in the two columns differ by line item explain in "Remarks")

Signed Mika Kotkal

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

3 br
1 LR
1 Kit
1 Den

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s) Michael Shawn Toops	Parcel No: 333	County: WILLIAMSON Project: FM 2243/HERO WAY

☐ Residence ☐ Business ☐ Farm ☐ Nonprofit ☐ Sign ☒ Other Personal Property

2. Address of Property Acquired by Williamson County: 3499 HERO WAY LEANDER, TX 78641 Claimant's Telephone No.:	3. Address Moved To: [redacted]
4. Occupancy of Property Acquired by Williamson County: From (Date): Sep 3, 2025 To (Date of Move): Sep 3, 2025 ☒ Owner/Occupant ☐ Tenant	5. Distance Moved: 6 Miles 7. Mover's Name and Address: SELF MOVE

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	11	07	2023
b. Date Property Acquired	04	29	2025
c. Date Required to Move	06	07	2025

8. Property Storage (attach explanation)
From (Date): To (Date of Move): N/A

Place Stored (Name and Address):

10. Temporary Lodging (attach explanation)
From (Date): To (Date of Move): N/A

9. Amount of Claim:	
a. Moving Expenses	$ 420.00
b. Reestablishment Expenses	$
c. Searching Expenses	$
d. Tangible Property Loss	$
e. Storage	$
f. Temporary Lodging	$
g. **Total Amount**	$ 420.00

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.

Michael Shawn Toops
Michael Shawn Toops (Sep 3, 2025 15:16:40 CDT)

Claimant

Date of Claim:
Sep 3, 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 necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $ 420.00

09/04/2025
Date

Michael Knott RC
Relocation Agent

Date

Williamson County Judge

RIGHT OF WAY OF TEXAS, LLC

3411 Sam Bass Road, Round Rock, Texas 78681
(O) (512) 372.6220

DATE: August 28, 2025

TO: Lisa Dworaczyk, Sheets and Crossfield

FROM: Mike Knott, Right of Way of Texas

SUBJECT: Relocation – Actual Moving Expenses
Project: Williamson County: FM 2243/Hero Way
Parcel: 333

Forms and Documentation Included:

- Claim Form for Actual Moving Expenses
- Certification of Eligibility
- Release of Property
- IRS Form W-9
- Timesheet (documenting labor hours)
- Copies of Payment Checks to Movers
- Personal Property Displacement Photos
- Vacancy Photos
- Photos of Relocated Personal Property

REMARKS

On behalf of **Mr. Shawn Toops**, former owner of Parcel 333, this submission requests reimbursement for **Actual Moving Expenses** associated with a self-move of personal property. Mr. Toops completed the move using non-commercial labor and submitted a detailed timesheet reflecting **12 total labor hours** performed at the rate of **$35 per hour**, for a total of **$420.00**. The breakdown of tasks is as follows:

- **1 hour** – pick up trailer and travel.
- **4 hours** – load trailer, travel to storage location, unload, and return.
- This sequence required **two trips**, totaling **10 hours of labor**.
- **1 hour** – return of trailer and truck.

Labor was performed by **two individuals**, for a total of **6 hours each**, at $35.00 per hour. Each mover was paid **$210.00 by check**, with copies of checks provided as proof of payment.
The attached documentation includes the completed claim form, eligibility certification, release of property, IRS W-9, timesheet, copies of checks, and photographic evidence of displacement, vacancy, and relocated personal property.
These expenses represent **actual, necessary moving costs** incurred in connection with displacement under the Relocation Assistance Program and are submitted for reimbursement review.

If you have any questions or need additional information, please do not hesitate to contact me at **(512) 903-5083**.

CERTIFICATION OF ELIGIBILITY

Project: FM 2243/Hero Way
Parcel: 333

Displacee: Shawn Toops

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.

Michael Shawn Toops
Michael Shawn Toops (Sep 3, 2025 15:21 CDT)
Claimant — Date: Sep 3, 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.

N/A
Claimant — Date:

RIGHT OF WAY OF TEXAS, LLC
3411 SAM BASS ROAD, ROUND ROCK, TEXAS 78681
(O) (512) 372.6220 (F) (512) 372.6221

PROJECT: FM 2243/Hero Way
PARCEL: 333
COUNTY: Williamson

RELEASE OF PROPERTY

This is to notify Williamson County that Shawn Toops has vacated the property described as parcel 333 on the above referenced project, and relinquishs all rights to the property, real or personal, left on this parcel.

Michael Shawn Toops
Michael Shawn Toops (Sep 3, 2025 19:16 CDT)
Displacee Signature

Michael Shawn Toops
Displacee Name, Printed

Sep 3, 2025
Date

TIMESHEET DISPLACEE PERSONAL PROPERTY SELF MOVE

PROJECT 3399 Hero WAY
ROADWAY
PARCEL

Name: Shawn Toops

Date	Task	Time Started	Time Finished	Total Hours
	Pick up trailer - travel to location			1
	load trailer - travel to storage location unload - travel back to load location 2 hrs. x 2 trips			4
	return trailer/truck			1
	6 hours x 2 people = 12 man hours			6 / 12
	Carolyn Toops Taxion Week			

Total Hours 12
Rate Per Hour $ 35
Total Pay $ 420.00

By my signature below I certify that the time and hourly rate shown above is true and correct

Signature: Shawn Toops

Commissioners Court - Regular Session **67.**

Meeting Date: 09/16/2025

Deed for Ronald Reagan Widening

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 deed from K29 1941 Investments LP, for 0.412 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

Deed

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/10/2025 09:32 AM
Form Started By: Don Childs		Started On: 09/08/2025 01:13 PM
Final Approval Date: 09/10/2025		

K29 Donation

DEED

Ronald Reagan Boulevard 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 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, has this day Sold and by these presents does Grant, Bargain, Donate, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all those certain tracts or parcels of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "**Property**"):

Tract 1:

Being a 1.634-acre tract of land situated in the WILLIAM H. MONROE SURVEY, ABSTRACT NO. 453, Williamson County, Texas, and being a portion of a called 3.764-acre tract of land (Tract 3), conveyed to K29 1941 Investments, LP, recorded in Document No. 2021170468, of the Official Public Records of 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; and

Tract 2:

Being a 0.412-acre tract of land situated in the GREENLEAF FISK SURVEY, ABSTRACT NO. 5, Williamson County, Texas, and being a portion of a called 136.852-acre tract of land (Tract 1), conveyed to K29 1941 Investments, LP, recorded in Document No. 2021170468, of the Official Public Records of 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;

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.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ___ day of September, 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

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,

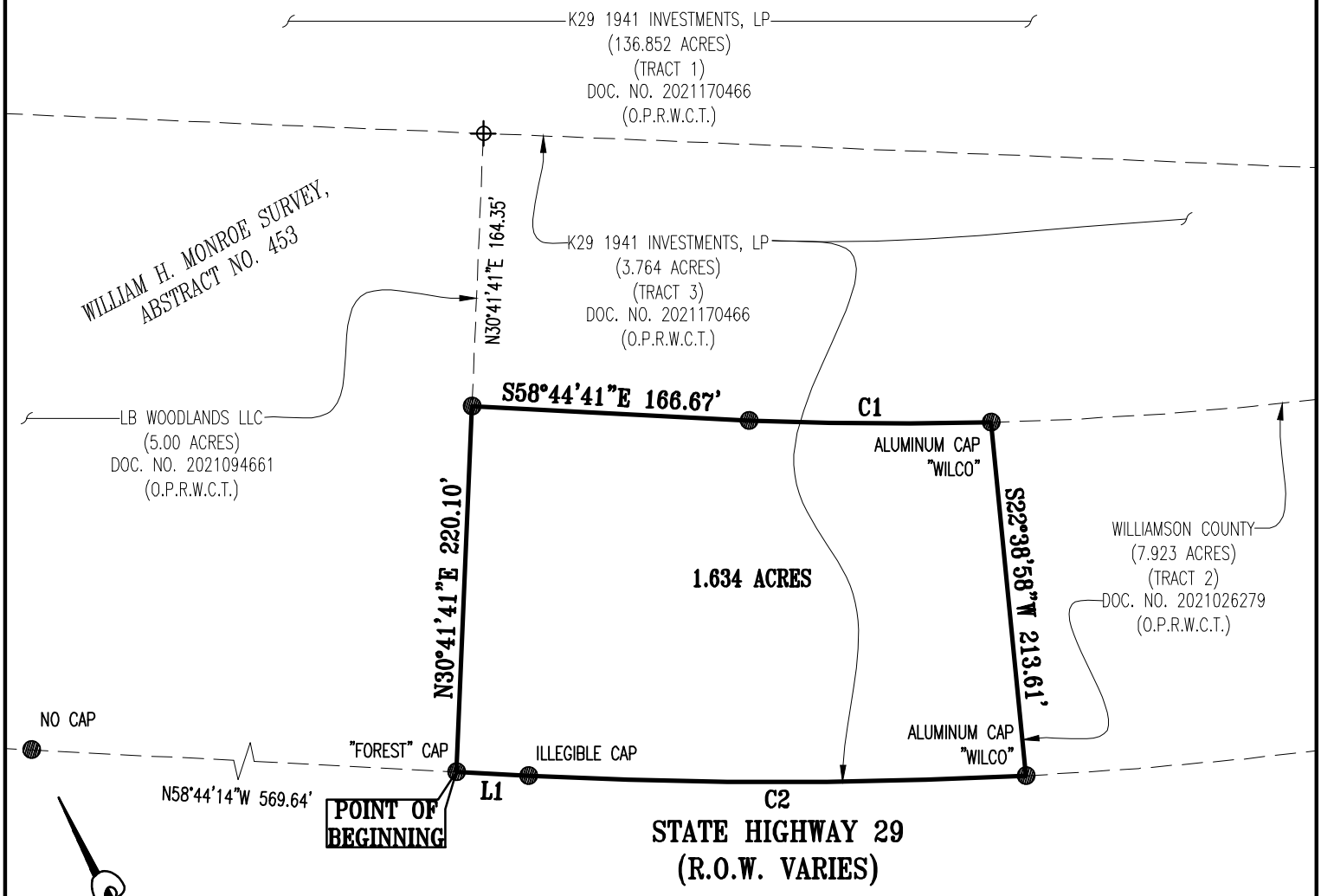
1) Along said curve to the right, having a radius of 2,814.85 feet, an arc length of 299.28 feet, and a chord that bears N61°42'43"W, a distance of 299.14 feet to a 1/2 inch iron rod found illegible cap,
2) N58°44'14"W, a distance of 43.29 feet to the **POINT OF BEGINNING** and containing 1.634 acres 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

EXHIBIT "B"

Carlson, Brigance & Doering, Inc.

Civil Engineering ❖ Surveying
FirmID#F3791 Reg#10024900

0.412 ACRES (17,951 SQ.FT.)
GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5
WILLIAMSON COUNTY, TEXAS

METES AND BOUNDS

A DESCRIPTION OF 0.412 ACRES (17,951 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 0.412 ACRE (17,951 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 20.85 feet, and a chord that bears S23°46'19"W, a distance of 20.85 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE",

THENCE, over and across said 136.852 acre tract, the following six (6) courses and distances, numbered 1 through 6

1) N04°50'25"W, a distance of 59.35 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE"
2) N02°01'38"W, a distance of 202.18 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE"
3) N02°00'21"W, a distance of 201.07 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE"
4) N07°43'40"W, a distance of 199.42 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE",
5) N09°06'49"W, a distance of 262.09 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE", being at the beginning of a curve to the left, and

6) Along said curve to the left, having a radius of 3,334.14 feet, an arc length of 885.79 feet, and a chord that bears N16°43'29"W, 883.18 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,

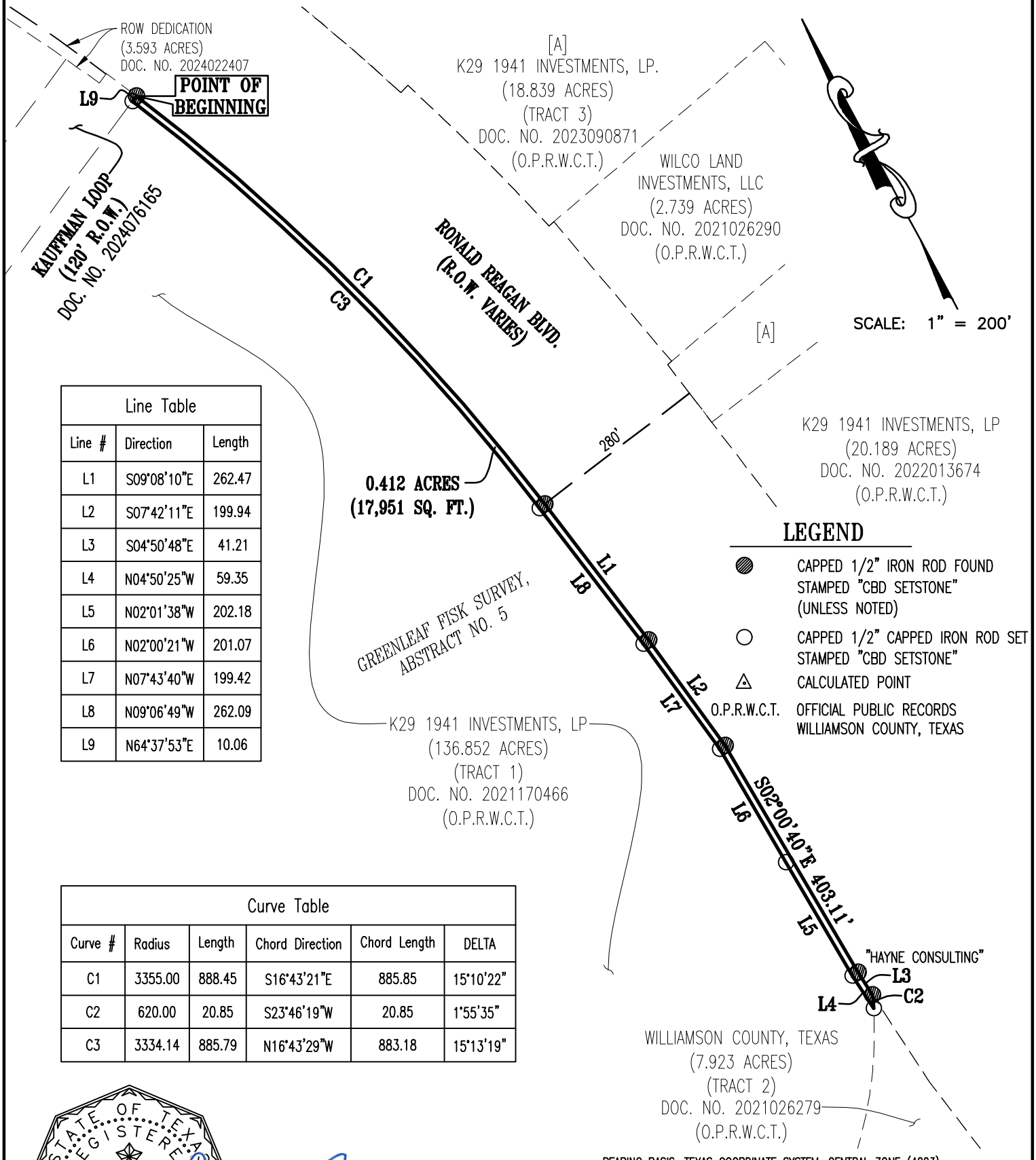
THENCE, N64°37'53"E, over and across said 136.852 acre tract, and with the south line of said Kauffman Loop, a distance of 10.06 feet to the **POINT OF BEGINNING** and containing 0.412 acres (17,951 SQ.FT.) of land, as shown on the attached sketch.

Surveyed by: _____ 9/3/2025

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



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

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°50'25"W	59.35
L5	N02°01'38"W	202.18
L6	N02°00'21"W	201.07
L7	N07°43'40"W	199.42
L8	N09°06'49"W	262.09
L9	N64°37'53"E	10.06

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	20.85	S23°46'19"W	20.85	1°55'35"
C3	3334.14	885.79	N16°43'29"W	883.18	15°13'19"

STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

9/3/2025

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 – 0.412 ACRES – R.O.W. DEDICATION

Commissioners Court - Regular Session **68.**

Meeting Date: 09/16/2025

Interlocal Agreement with Liberty Hill ISD

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 Liberty Hill School District and Williamson County, Texas Participation in the Design and Construction Costs Related to the CR 258 Project.

Background

Funding Source; P598

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/10/2025 09:34 AM
Form Started By: Don Childs		Started On: 09/08/2025 01:18 PM
Final Approval Date: 09/10/2025		

INTERLOCAL AGREEMENT
REGARDING THE LIBERTY HILL INDEPENDENT SCHOOL DISTRICT AND WILLIAMSON COUNTY, TEXAS PARTICIPATION IN THE DESIGN AND CONSTRUCTION COSTS RELATED TO THE COUNTY ROAD 258 PROJECT

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

THIS INTERLOCAL AGREEMENT ("**Agreement**") is entered into between the Liberty Hill Independent School District, a school district and governmental instrumentality of the State of Texas (the "**ISD**"), and Williamson County, a political subdivision of the State of Texas (the "**County**"). In this Agreement, ISD 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 County is and has been in the process of designing and constructing improvements to County Road 258 from Seward Junction Loop to County Road 258, within the location and limits as shown in Exhibit "A" attached hereto ("County Project");

WHEREAS, the ISD is the owner of a 95.61-acre tract located adjacent to the County Project as shown in Exhibit "A" attached hereto, upon which the ISD plans to construct a new high school ("ISD Project");

WHEREAS, the ISD desires to cooperate with the County to facilitate the construction of the County Project for the benefit of its ISD Project;

WHEREAS, the ISD Project will benefit from the reconstruction of existing County Road 258; 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 ISD agree as follows:

PURPOSE

1.01 General. The purpose of this Agreement is to provide for the ISD's participation in the design, right-of-way acquisition, utility relocation, and construction of the County Project.

II.
DESIGN AND CONSTRUCTION OF COUNTY PROJECT

2.01 Design of County Project. The County shall be responsible for contracting with a firm ("Design Firm") regarding the engineering and design for the County Project and shall ensure that the design includes the following:

Construction of three turn lanes and two traffic signals for the benefit of the ISD Project.

2.02 Design and Construction Costs. The County shall be responsible for all costs associated with the preliminary and final design, right-of-way acquisition, utility relocation except those facilities owned by the ISD, construction bidding, project management, and all other costs related to the County Project ("Project Cost"). The estimated Project Cost is $2,000,000, which includes all costs related to the County Project including the cost associated with the turn lanes and traffic signals which will benefit the ISD Project.

2.03 Construction Plans. The County Project plans and specifications, including any amendments, for the improvements shall be provided to the ISD for review, comment and approval prior to construction (the "Construction Plans"). The parties agree to meet monthly to review and discuss the Construction Plans and progress until substantial completion of the Construction Plan.

2.04 Permits. The County shall be responsible for obtaining permits, if any, required for the construction of the County Project.

2.05 Substantial Completion. The County agrees to make its best efforts to substantially complete the County Project, including the turn lanes and traffic signals, which will benefit the ISD Project, on or before August 1, 2026. If the County Project is not substantially completed by August 1, 2026, the parties agree to confer and mutually approve a Temporary Traffic Control Plan, with the appropriate traffic control items and cost-sharing mechanisms to be determined by generally accepted traffic warrant analysis standards.

III.
ISD OBLIGATIONS

3.01 Permission to Acquire ROW. The ISD agrees to allow the County to construct the County Project and acquire easements/right-of-way for the County Project, through condemnation or otherwise, within the ISD boundaries and on ISD property.

3.02 ISD Payment. The ISD shall reimburse the County for the turn lanes and traffic signals which will benefit the ISD Project as part of the County Project in the amount of **FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($500,000.00)** for the design and construction, and utility relocation costs (together "ISD Participation Amount"); except that the ISD shall be solely responsible for the relocation of any ISD utilities. The County will submit a reimbursement request up to the ISD Participation Amount using the following payment schedule:

50% upon award and final execution of the County Project construction contract, and 50% upon substantial completion of the County Project. The ISD shall make a good faith effort to remit payment to the County for the ISD Participation Amount within thirty (30) days after receipt of the reimbursement request from the County.

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

3.04 NO LIABILITY OR WARRANTY OF SERVICES. ISD AGREES AND ACKNOWLEDGES THAT THE COUNTY DOES NOT ASSUME ANY LIABILITY FOR, OR WARRANT, THE SERVICES THAT A THIRD PARTY PROVIDES PURSUANT TO THIS AGREEMENT OR CONSTRUCTION AGREEMENT. ISD AGREES AND ACKNOWLEDGES THAT THE COUNTY SHALL NOT BE LIABLE FOR ANY CLAIM OR CAUSE OF ACTION THAT ISD MAY HAVE NOW OR IN THE FUTURE AGAINST AN ENGINEER OR THIRD-PARTY FOR ANY DAMAGES OF ANY NATURE WHATSOEVER ALLEGEDLY SUSTAINED BY ISD, OR ANYONE HAVING A CLAIM BY, THROUGH OR UNDER ISD RELATED IN ANY WAY, DIRECTLY OR INDIRECTLY, WITH THE SERVICES PROVIDED BY A THIRD PARTY PURSUANT THIS AGREEMENT.

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 County Project and acceptance of the public improvements by the ISD.

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 County 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:

ISD:
Liberty Hill ISD
Attn: Travis Motal, Interim Superintendent
301 Forest St.
Liberty Hill, Texas 78642
Telephone: (512) 260-5580
Email: tmotal@libertyhill.txed.net

COUNTY:
710 S. Main Street,
Georgetown, Texas 78626
Attn: County Judge
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.

5.13 No Joint Venture. The County Project is a sole project of the County and is not a joint venture or other partnership with the ISD.

(SIGNATURES ON FOLLOWING PAGE)

LIBERTY HILL INDEPENDENT SCHOOL DISTRICT

By: Travis Motal

Name: Travis Motal

Its: Interim Superintendent

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this 5th day of September, 2025, by Travis Motal, in the capacity and for the purposes and consideration recited herein.

PAULA K. KADERKA
MY COMMISSION EXPIRES
JULY 20, 2027
NOTARY ID: 132065735

Paula K Kaderka
Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

By:_____
County Judge

ATTEST:

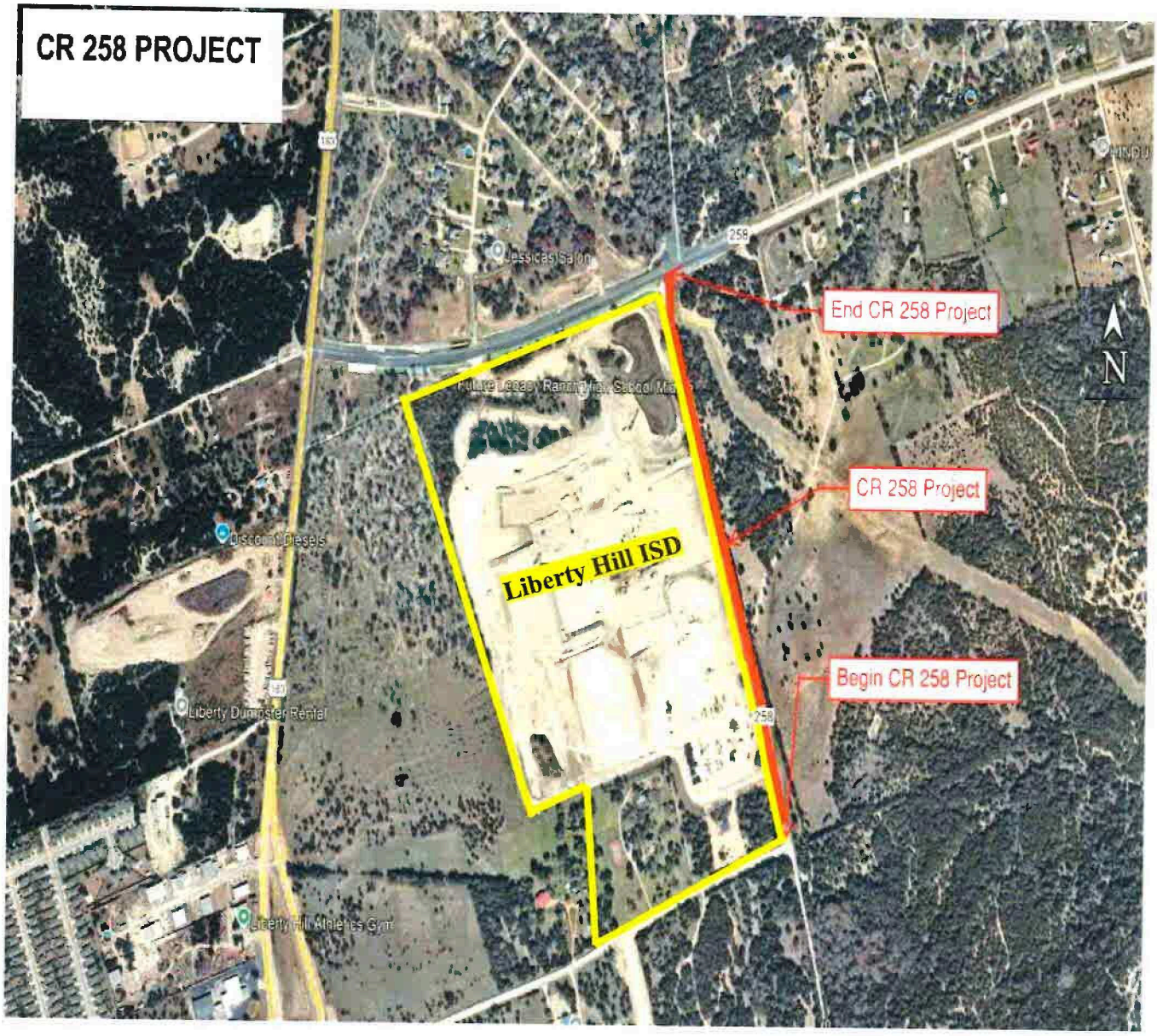
By: _____
Nancy Rister, County Clerk

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this _____ by _____, County Judge of Williamson County, Texas, on behalf of said County.

_____
Notary Public, State of Texas

Exhibit "A"


CR 258 PROJECT
End CR 258 Project
CR 258 Project
Begin CR 258 Project
Liberty Hill ISD
N
258

Commissioners Court - Regular Session **69.**

Meeting Date: 09/16/2025

Seward Junction N Loop Special Warranty Deed

Submitted For: Don Childs **Submitted By:** Don Childs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Special Warranty Deed from the Liberty Hill ISD for right of way needed on the Seward Junction NE Loop project (Parcel 18).

Background

Funding Source: TANS P588

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Deed

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/10/2025 09:34 AM
Form Started By: Don Childs		Started On: 09/08/2025 01:25 PM
Final Approval Date: 09/10/2025		

SJLN—Parcel 18

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

SPECIAL WARRANTY DEED

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

That LIBERTY HILL INDEPENDENT SCHOOL DISTRICT, a school district and governmental instrumentality of the State of Texas, ("GRANTOR"), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto WILLIAMSON COUNTY, TEXAS ("GRANTEE") the surface estate of all of the property as described in Exhibit A, which is attached hereto and made a part hereof, by reference for all purposes, together with all and singular, all buildings and improvements thereon, (the "Property"), without warranty of any kind, other than the limited warranty of title further described herein, express or implied, and further subject to the terms, covenants, conditions, reservations, restrictions and exceptions hereinafter stated.

This Deed is subject to: (i) standby fees, taxes and assessments by any taxing authority for any portion of the year 2025 after the date of this Deed and subsequent years and subsequent taxes and assessments by any taxing authority for prior years due to changes in land usage or ownership which directly result for this conveyance, which Grantor assumes and agrees to pay, and (ii) validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and all rights, obligations, and other matters arising from and existing by reason of any Williamson County water or utility district.

This Deed is also subject to those exceptions and exclusions further recited in Exhibit B attached hereto and made a part hereof.

Grantor does hereby except and reserve unto Grantor, Grantor's successors and assigns all of the oil, gas, and other minerals owned by Grantor, together with the following rights appurtenant thereto: (i) the right to lease Grantor's interest in the minerals; (ii) the right to receive bonus payments; (iii) the right to receive delay rentals; and (iv) the right to receive royalty. If the mineral estate is subject to existing production or an existing lease, then this reservation shall include the production, the lease, and all benefits therefrom. This reservation also includes any and all future and reversionary interests in the oil, gas, and other minerals that Grantor is currently entitled to, and/or those that may be otherwise associated with Grantor's interest(s) in the mineral estate in, on, and under the Property. Notwithstanding the above, Grantor and Grantor's successors and assigns hereby waive and convey unto Grantee, Grantee's heirs, successors, and assigns the

surface rights associated with mineral interest(s) reserved herein, including the rights of ingress and egress over the surface of the Property for mining, drilling, exploring, operating, and developing the surface of the Property for oil, gas, and other minerals and for removing them from the Property. Grantor and Grantor's successors and assigns agree that all future oil, gas, and mineral leases executed by them shall specifically prohibit any use of the surface of the Property. However, Grantor's waiver of surface rights herein shall not be construed as a waiver of the right of Grantor, Grantor's heirs, successors, assigns, and lessees to explore, develop, or produce the mineral estate herein reserved with wells with surface locations on lands other than the subject Property, including, but not limited to, directional and/or horizontal wells that travel beneath the subject Property, or by pooling its oil, gas, and mineral interests with lands adjoining the Property in accordance with the laws and regulations of the State of Texas.

OTHER THAN ANY LIMITED WARRANTY OF TITLE AS FURTHER DESCRIBED HEREIN, THE PROPERTY IS SOLD AND CONVEYED TO AND ACCEPTED BY GRANTEE IN ITS PRESENT CONDITION, AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT THE SALES PRICE REFLECTS SUCH CONDITION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE SALE OF THE PROPERTY IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION, AGREEMENT, STATEMENT OR EXPRESSION OF OPINION (OR LACK THEREOF) OF OR WITH RESPECT TO: (I) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (II) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (III) ANY CONDITIONS RELATING TO OR ARISING FROM ANY ARCHEOLOGICAL OR HISTORIC SITE, CEMETERY, BURIAL GROUND, ENDANGERED SPECIES HABITAT, OR OTHER SUCH CONDITION WHICH MAY AFFECT THE PROPERTY; (IV) AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION OR COMPOSITION OF THE PROPERTY; (V) ANY ENVIRONMENTAL, GEOLOGICAL, METEOROLOGICAL, STRUCTURAL OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY; AND (IV) ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES BY GRANTOR WHATSOEVER. GRANTEE HAS MADE ITS OWN PHYSICAL INSPECTION OF THE PROPERTY AND HAS SATISFIED ITSELF AS TO THE CONDITION OF THE PROPERTY FOR GRANTEE'S INTENDED USE. GRANTOR MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES AS TO THE NATURE OR QUANTITY OF THE INTERESTS THEY OWN IN ANY OIL, GAS AND OTHER MINERALS. AFTER CLOSING, AS BETWEEN GRANTEE AND GRANTOR, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF GRANTEE, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, TO THE EXTENT ALLOWED BY LAW, GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE.. TO THE EXTENT ALLOWED BY LAW, GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON

GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

Grantee acknowledges and agrees that having been given the opportunity to inspect the Property, Grantee is relying solely on its own investigation of the Property and not on any information provided or to be provided by Grantor, and Grantee further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that the Grantor has not made any independent investigation or verification of such information.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

TO HAVE AND TO HOLD the above described Property, subject to the aforesaid, together with all and singular the rights and appurtenances thereto in any manner belonging unto the said GRANTEE, its successor and 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.

EXECUTED this 5th day of September 2025.

ATTEST:

By: _____
Board Secretary

LIBERTY HILL INDEPENDENT SCHOOL DISTRICT

By: _____
President of the Board of Trustees

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Kendall Carter and Megan Parsons, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for the purposes and consideration therein expressed in the capacity therein stated, and as the act and deed of said LIBERTY HILL INDEPENDENT SCHOOL DISTRICT, as authorized pursuant to action of the Board of Trustees on May 19, 2025.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the 5th day of September, 2025, to certify which witness my hand and official seal.

[Seal]

PAULA K. KADERKA
MY COMMISSION EXPIRES
JULY 20, 2027
NOTARY ID: 132065735

Paula K Kaderka
Notary Public, State of Texas

ACCEPTED:

WILLIAMSON COUNTY, TEXAS

By:_____

Steven Snell, County Judge

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Steven Snell, Williamson County Judge, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for the purposes and consideration therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on _____, 2025, to certify which witness my hand and official seal.

[Seal]

_____
Notary Public, State of Texas

EXHIBIT A

DESCRIPTION OF PROPERTY

EXHIBIT "A"

Parcel 18
0.6892 Acre Right-of-Way
John B. Robinson Survey, Abstract No. 521
B Manlove Survey, Abstract No. 417
Williamson County, Texas

DESCRIPTION OF PARCEL 18

BEING a 0.6892 of one acre (30,020 square foot) parcel of land out of the John B. Robinson Survey, Abstract No. 521, and the B Manlove Survey, Abstract No. 417, Williamson County, Texas, being a portion of Lot 2, Block "A", Seward Industrial Park, a subdivision of record in Document No. 2012020775, Official Public Records, Williamson County, Texas, said Lot 2 (Tract 2) conveyed to Liberty Hill Independent School District by Special Warranty Deed dated June 25, 2021, as recorded in Document No. 2021094671, Official Public Records, Williamson County, Texas, also being a portion of that tract described as 0.62 of one acre (Tract 3) conveyed to Liberty Hill Independent School District by Special Warranty Deed dated June 25, 2021, as recorded in Document No. 2021094671, Official Public Records, Williamson County, Texas, and a portion of that tract described as 39.98 acres conveyed to Liberty Hill Independent School District by Special Warranty Deed dated June 15, 2021, as recorded in Document No. 2021088800, Official Public Records, Williamson County, Texas; said 0.6892 of one acre parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with "McGray McGray" cap set in the proposed south right-of-way line of County Road 258 (CR 258), being in the west line of said Lot 2 and said Liberty Hill Independent School District tract, and the east line of Lot 1, Block "A", in said Seward Industrial Park subdivision, said Lot 1 conveyed to David Stanton Morgan and Mary Elisse Morgan by Special Warranty Deed, as recorded in Document No. 2001023901, Official Public Records, Williamson County, Texas, said POINT OF BEGINNING being 75.00 feet right of Engineer's Baseline Station 155+27.23, and having Surface Coordinates of N=10,215,531.83, E=3,070,185.26, from which a 1/2-inch iron rod found at southwest corner of said Lot 2 and said Liberty Hill Independent School District tract, and the southeast corner of said Lot 1, bears South 19°22'00" East 729.63 feet;

1) THENCE, along the west line of said Lot 2 and said Liberty Hill Independent School District tract, and the east line of said Lot 1, **North 19°22'00" West 70.06 feet** to a calculated point at the northwest corner of said Lot 2 and said Liberty Hill Independent School District tract, and the northeast corner of said Lot 1, being the south line of a 0.13 of one acre right-of-way dedication recorded in said Document No. 2012020775, and in the existing south right-of-way line of CR 258 (varying width right-of-way);

THENCE, along the north line of said Lot 2 and said Liberty Hill Independent School District tract, the south line of said 0.13 of one acre right-of-way dedication, and the existing south right-of-way line of CR 258, the following two (2) courses, numbered 2 and 3:

2) with a curve to the left, whose delta angle is **00°54'13"**, radius is **1,941.51 feet**, an arc distance of **30.62 feet**, and the chord of which bears **North 64°07'12" East 30.62 feet** to a calculated point, and

3) **North 62°43'03" East 300.53 feet** to a calculated point at the northeast corner of said Lot 2 and said Liberty Hill Independent School District tract, and the southeast corner of said 0.13 of one acre right-of-way dedication, being in the west line of said 0.62 of one acre Liberty Hill Independent School District tract;

4) THENCE, along the west line of said 0.62 of one acre Liberty Hill Independent School District tract, the east line of said 0.13 of one acre right-of-way dedication, and the existing south right-of-way line of CR 258, **North 19°21'55" West 10.83 feet** to calculated point at the northwest corner of said 0.62 of one acre tract, and the northeast corner of said 0.13 of one acre right-of-way dedication;

5) THENCE, along the north line of said 0.62 of one acre and said 39.98 acre Liberty Hill Independent School District tract, and the existing south right-of-way line of CR 258, **North 63°06'16" East 81.05 feet** to a 1/2-inch iron rod with "Haynie Consulting" cap found at the northeast corner of said 39.98 acre Liberty Hill Independent School District tract, being the northwest corner of that tract described as 36.39 acres conveyed to Evelyn M. Shea, Trustee of the Shea Revocable Living Trust by Quitclaim Deed dated April 7, 1995, as recorded in Volume 2722, Page 531, Official Records, Williamson County, Texas, and to the Estate of Edward John Shea, as recorded in Document No. 2018072291, Official Public Records, Williamson County, Texas;

6) THENCE, along the east line of said 39.98 acre Liberty Hill Independent School District tract, and the west line of the remainder of said 36.39 acre Shea Revocable Living Trust et al. tract, **South 19°18'52" East 83.03 feet** to a 1/2-inch iron rod with "McGray McGray" cap found in the proposed south right-of-way line of CR 258, being 75.00 feet right of Engineer's Baseline Station 159+36.94, from which a 1/2-inch iron rod found in the east line of said 39.98 acre Liberty Hill Independent School District tract, and the west line of the remainder of said 36.39 acre Shea Revocable Living Trust et al. tract, bears South 19°18'52" East 824.98 feet;

THENCE, along the proposed south right-of-way line of CR 258, crossing said 39.98 acre and said 0.62 of one acre Liberty Hill Independent School District tracts, and said Lot 2 and said Liberty Hill Independent School District tract, the following two (2) courses, numbered 7 and 8:

7) **South 63°04'30" West 352.87 feet** to a 1/2-inch iron rod with "McGray McGray" cap set, being 75.00 feet right of Engineer's Baseline Station 155+84.07, and

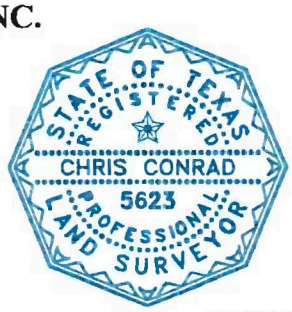
8) with a curve to the right, whose delta angle is **01°37'43"**, radius is **2,075.00 feet**, an arc distance of **58.98 feet**, and the chord of which bears **South 63°53'21" West 58.98 feet** to the POINT OF BEGINNING and containing 0.6892 of one acre (30,020 square feet) of land within these metes and bounds.

Bearing Basis Note

The bearings described herein are based on the Texas Coordinate System, Central Zone (4203), NAD83 (2011) EPOCH 2010.00. The coordinates shown are surface coordinates.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6
Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500



04/04/2025

Chris Conrad, Reg. Professional Land Surveyor No. 5623 Date

Note: There is a plat to accompany this description.
M:\LJA~23-086~Seward Junction Loop\Description\Parcel 18~0.6892 Ac_R1
Issued 09/20/2024; Revised 04/04/2025

WCAD ID R492529 & R022836

SKETCH TO ACCOMPANY DESCRIPTION OF 0.6892 AC. OR 30,020 SQ. FT. OF LAND OUT OF THE JOHN B. ROBINSON SURVEY, ABSTRACT NO. 521 AND THE B MANLOVE SURVEY, ABSTRACT NO. 417 WILLIAMSON COUNTY, TEXAS

LEGEND

●	1/2" IRON ROD FOUND
◉	1/2" IRON ROD WITH CAP STAMPED "HAYNIE CONSULTING" FOUND
◎	1/2" IRON ROD WITH CAP STAMPED "MCGRAY MCGRAY" SET
△	CALCULATED POINT
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
℄	PROPERTY LINE
R.O.W.	RIGHT OF WAY
P.U.E.	PUBLIC UTILITY EASEMENT
B.L.	BUILDING LINE
(.....)	RECORD INFORMATION
N.T.S.	NOT TO SCALE
	DISTANCE NOT TO SCALE
	DEED LINE (OWNERSHIP IN COMMON)

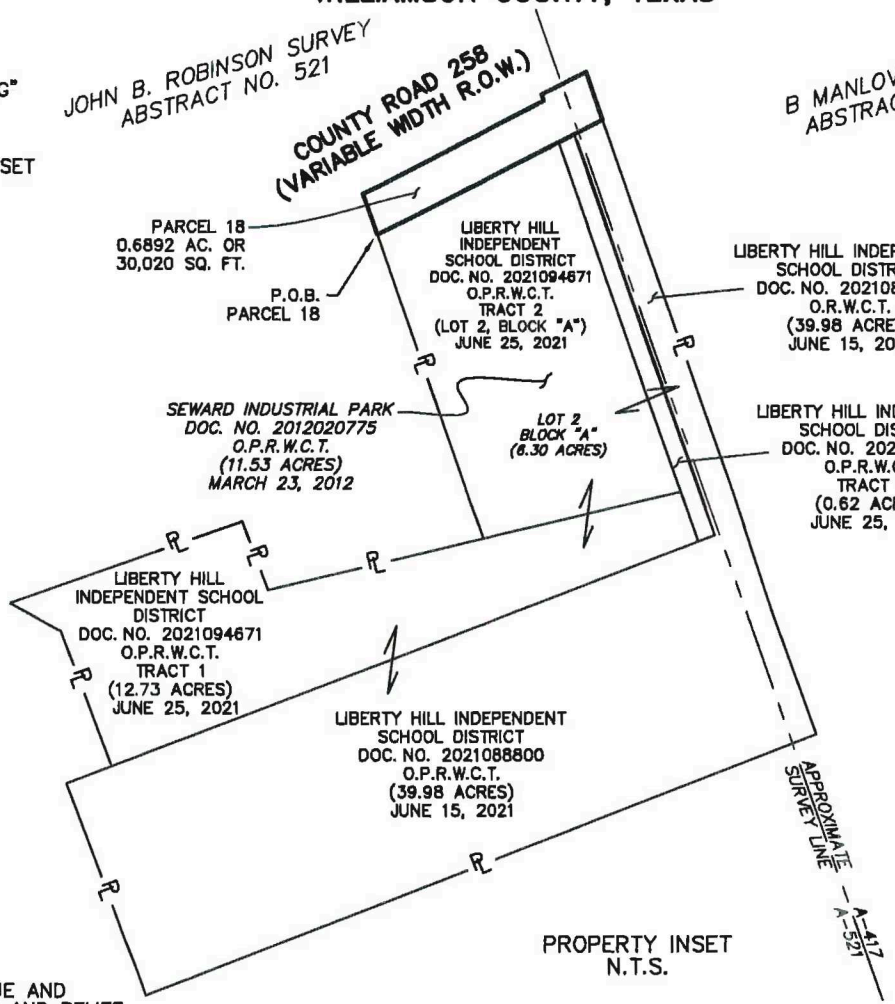
NOTES:
1. THIS PROJECT IS REFERENCED, FOR ALL BEARING AND COORDINATE BASIS, TO THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010.00. COORDINATES SHOWN HEREON ARE GRID COORDINATES.
2. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND WOULD 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 DIRECTION AND SUPERVISION.

04/04/2025

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE

Note: There is a description to accompany this plat.



PROPERTY INSET
N.T.S.

STATE OF TEXAS
REGISTERED
CHRIS CONRAD
5623
PROFESSIONAL
LAND SURVEYOR

WCAD ID R492529 & R022836

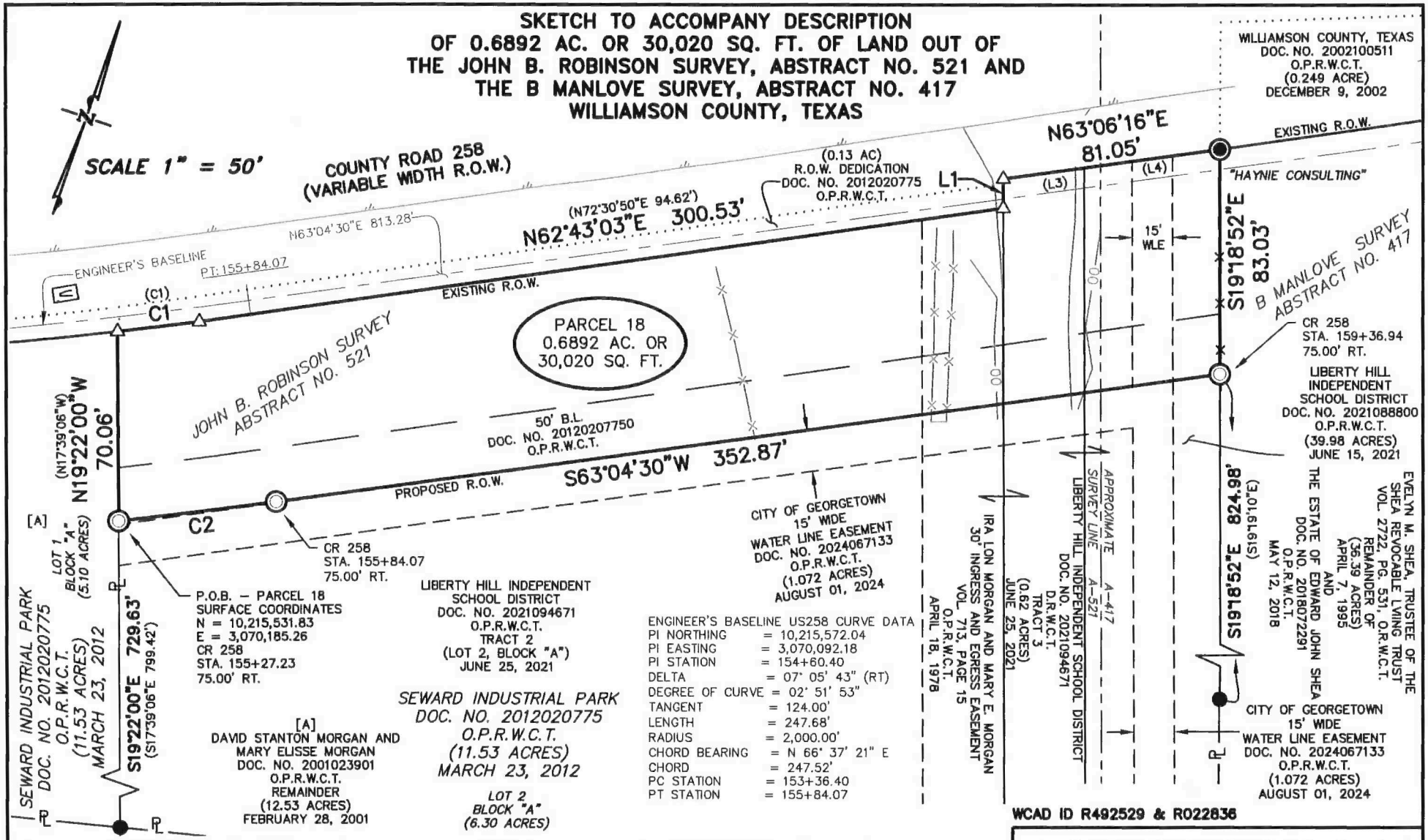
REVISIONS	
-	-
04/04/2025	CHANGED PROPOSED R.O.W.

AREA TABLE - ACRES (SQUARE FEET)		
CALCULATED AREA	ACQUISITION	REMAINDER
59.63 AC. (2,597,483 SF.)	0.6892 AC. (33,451 SF.)	58.94 AC. (2,567,463 SF.)

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
MCGRAY.COM (512) 451-8591
TBPELS SURVEY FIRM #10095500

SCALE:	N.T.S.		-
DATE:	04/04/2025	TECH:	MM, DL
PROJECT:	23-086	FIELD:	-
FIELD BOOK:	-	SHEET:	4 OF 5

SKETCH TO ACCOMPANY DESCRIPTION OF 0.6892 AC. OR 30,020 SQ. FT. OF LAND OUT OF THE JOHN B. ROBINSON SURVEY, ABSTRACT NO. 521 AND THE B MANLOVE SURVEY, ABSTRACT NO. 417 WILLIAMSON COUNTY, TEXAS



WCAD ID R492529 & R022836

CURVE TABLE					
CURVE#	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	30.62'	1,941.51'	00°54'13"	N64°07'12"E	30.62'
C2	58.98'	2,075.00'	01°37'43"	S63°53'21"W	58.98'

RECORD CURVE TABLE					
CURVE#	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
(C1)	30.03'	1,941.51'	00°53'10"	N66°05'56"E	30.03'

LINE TABLE		
LINE#	BEARING	DISTANCE
L1	N19°21'55"W	10.83'

RECORD LINE TABLE		
LINE#	BEARING	DISTANCE
(L3)	N62°46'10"E	30.41'
(L4)	N63°18'00"E	50.69'

McGRAY & McGRAY
LAND SURVEYORS, INC.
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
MCGRAY.COM (512) 451-8591
TBPELS SURVEY FIRM #10095500

SCALE:	1" = 50'		-
DATE:	04/04/2025	TECH:	MM, DL
PROJECT:	23-086	FIELD:	-
FIELD BOOK:	-	SHEET:	5 OF 5

M:\LJA~23-086~Seward Junction Loop\Dwg\Parcels\PROW 18~Liberty Hill ISD\PROW~Liberty Hill ISD - Parcel 18.dwg

EXHIBIT B

PERMITTED EXCEPTIONS

Commissioners Court - Regular Session **70.**

Meeting Date: 09/16/2025

FM 1660 Resolution and AFA with TXDOT

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 Resolution and an Advance Funding Agreement with TxDOT for a locally funded Roadway Improvement Project (on-system) which will allow for construction of an overpass on Chandler Road connecting ramps to FM 1660, which is in Williamson County, Texas.

Background

Funding Source: Bonds P683

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

AFA

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/10/2025 09:35 AM
Form Started By: Don Childs		Started On: 09/08/2025 01:27 PM
Final Approval Date: 09/10/2025		

CCSJ #	**1566-01-021**		
AFA RCSJ	**1566-01-022**		
District #	**14**	**AFA ID**	**Z00010660**
Code Chart 64 #	**50246**		
Project Name	**FM 1660 and Chandler Road**		

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Locally Funded Roadway Improvement Project
On-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **County of Williamson**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

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

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

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

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116752** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **construction of an overpass on Chandler Road with connecting ramps to FM 1660, in Williamson County, Texas**. 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 **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order. 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

CCSJ #	**1566-01-021**		
AFA RCSJ	**1566-01-022**		
District #	**14**	**AFA ID**	**Z00010660**
Code Chart 64 #	**50246**		
Project Name	**FM 1660 and Chandler Road**		

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.	**Local Government**	Utilities	Article 8
2.	**Local Government**	Environmental Assessment and Mitigation	Article 9
3.	**Local Government**	Architectural and Engineering Services	Article 12
4.	**Local Government**	Construction Responsibilities	Article 13
5.	**Local Government***	Right of Way and Real Property	Article 15

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 this Project consists of preliminary engineering (preliminary design, environmental, utilities), plans, specifications, and estimates (PS&E) and construction of an overpass on FM 1660 at Chandler Road from 0.07 mi. South of Chandler Rd to 0.11 mi. North of Chandler Rd, with connecting ramps to FM 1660 in Williamson County Texas as shown on Attachment A**.**

4. Project Sources and Uses of Funds

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

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled “Local Government Project Procedures and Qualification for the Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

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

C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

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

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

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

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

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

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

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

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

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

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

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

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

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

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

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

5. Termination of this Agreement

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

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

B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;

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

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

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

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

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

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Procurement Standards

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

12. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State

manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

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

13. Construction Responsibilities

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

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Projects must be authorized by the State prior to advertising for construction.

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

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

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

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

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

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

14. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

15. Right of Way and Real Property

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

The Local Government shall be responsible for the following:

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

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

C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property

Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

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

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

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

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

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

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after

completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

16. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

17. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
County of Williamson ATTN: County Judge 710 S. Main Street, Ste. 101 Georgetown, TX 78626	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

18. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

19. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

20. Ownership of Documents

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

21. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

22. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

23. Procurement and Property Management Standards

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

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State and the Local Government, or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation, or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Audit

Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

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

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

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

27. Debarment Certifications

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

28. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

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

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

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

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

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

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

CCSJ #	**1566-01-021**		
AFA RCSJ	**1566-01-022**		
District #	**14**	**AFA ID**	**Z00010660**
Code Chart 64 #	**50246**		
Project Name	**FM 1660 and Chandler Road**		

29. Signatory Warranty

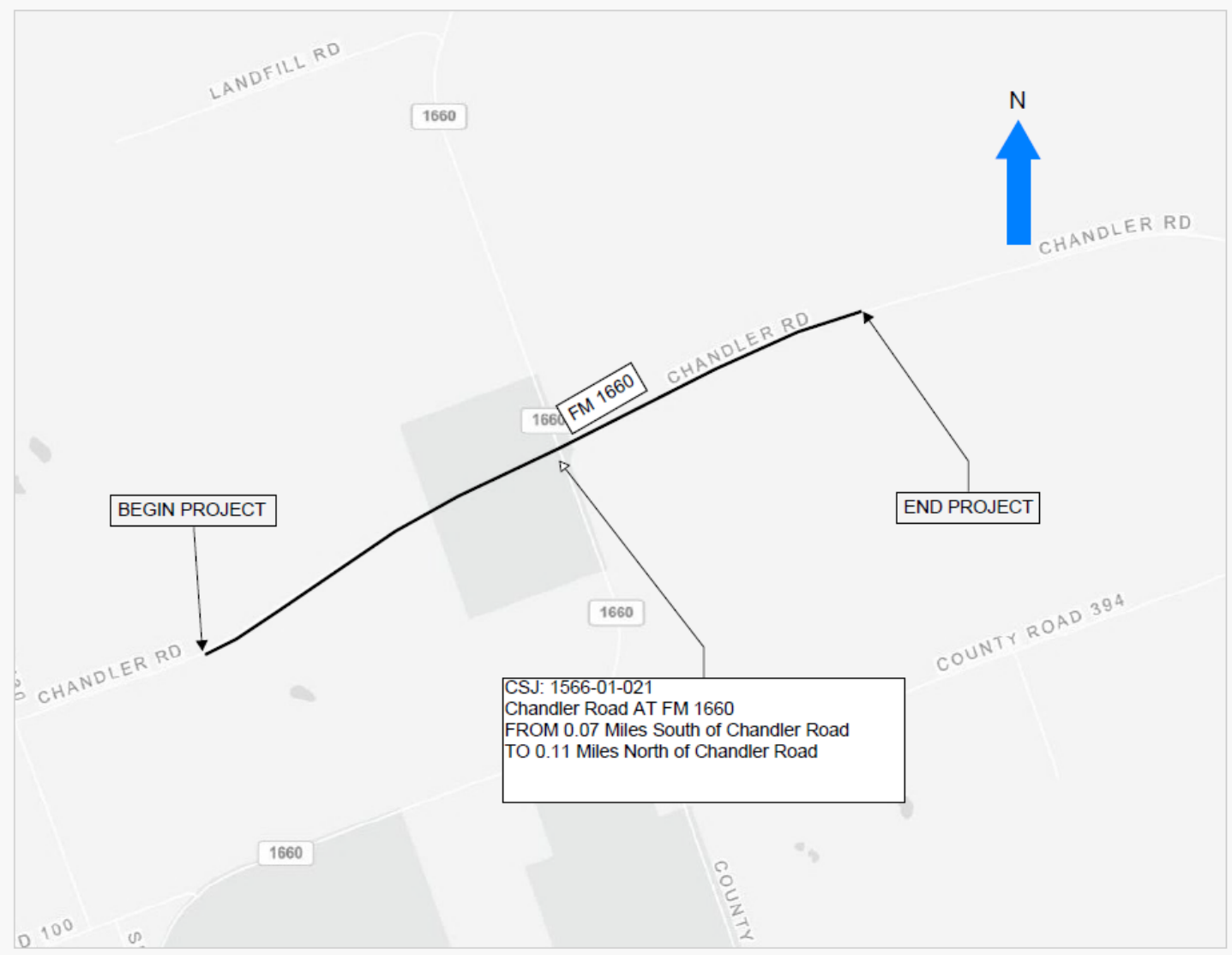
Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS	**THE LOCAL GOVERNMENT**
Signature	Signature
Typed or Printed Name	Typed or Printed Name
Typed or Printed Title	Typed or Printed Title
Date	Date

CCSJ #	**1566-01-021**		
AFA RCSJ	**1566-01-022**		
District #	**14**	**AFA ID**	**Z00010660**
Code Chart 64 #	**50246**		
Project Name	**FM 1660 and Chandler Road**		

ATTACHMENT A
LOCATION MAP SHOWING PROJECT



CCSJ #	**1566-01-021**		
AFA RCSJ	**1566-01-022**		
District #	**14**	**AFA ID**	**Z00010660**
Code Chart 64 #	**50246**		
Project Name	**FM 1660 and Chandler Road**		

ATTACHMENT B
PROJECT BUDGET

The State is responsible for only for Direct and Indirect State Costs. Local Government is responsible for 100% of all other costs including any overruns.

Description	Total Estimated Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Environmental (by Local Government)	$66,000	0%	$0	100%	$66,000
Engineering (by Local Government)	$498,000	0%	$0	100%	$498,000
Utility (by Local Government)	$312,000	0%	$0	100%	$312,000
Construction (by Local Government)	$6,790,000	0%	$0	100%	$6,790,000
Subtotal	$7,666,000		$0		$7,666,000
Environmental Direct State Costs	$38,330	100%	$38,330	0%	$0
Right of Way Direct State Costs	$9,583	100%	$9,583	0%	$0
Engineering Direct State Costs	$57,495	100%	$57,495	0%	$0
Utility Direct State Costs	$9,583	100%	$9,583	0%	$0
Construction Direct State Costs	$268,310	100%	$268,310	0%	$0
Indirect State Costs(5.29%)	$405,531	100%	$405,531	0%	$0
TOTAL	$8,454,832		$788,832		$7,666,000

Initial payment by the Local Government to the State: $0
Payment by the Local Government to the State before construction: $0
Estimated total payment by the Local Government to the State $0
This is an estimate. The final amount of Local Government participation will be based on actual costs.

CCSJ #	**1566-01-021**		
AFA RCSJ	**1566-01-022**		
District #	**14**	**AFA ID**	**Z00010660**
Code Chart 64 #	**50246**		
Project Name	**FM 1660 and Chandler Road**		

STATE OF TEXAS * ***THE COMMISSIONERS COURT OF***

COUNTY OF WILLIAMSON * ***WILLIAMSON COUNTY, TEXAS***

KNOW ALL MEN BY THESE PRESENT that on this, the _____ day of _____ 2025, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following.

RESOLUTION:

WHEREAS, Williamson County (the "County") shall enter into an Advance Funding Agreement with TXDOT for the Project, generally described as **construction of an overpass on Chandler Road with connecting ramps to FM 1660** in Williamson County, Texas.

WHEREAS, the County through the Commissioners Court of Williamson County desires to affirm its support of this Project which is funded by the 2023 Williamson County Road Bond Program.

Now therefore, the Williamson County Commissioners Court does hereby approve the agreement with the Texas Department of Transportation for the Project referenced above. The County Judge or Presiding Officer is authorized to execute all documents necessary to complete this transaction.

RESOLVED this ___ day of _____, 2025.

_____
Steven Snell, County Judge

Attest:

_____
Nancy E. Rister, County Clerk

Commissioners Court - Regular Session **71.**

Meeting Date: 09/16/2025

Corridor B Resolution for Condemantion

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 resolution determining the necessity and authorizing the use of eminent domain to condemn 9.667 acres as right of way and 1.408 acres for a waterline easement required for the construction of the Chandler Road/Corridor B overpass project. (Fuessel Holdings LLC)

Background

Funding Source: TANS P588

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/10/2025 09:35 AM
Form Started By: Don Childs		Started On: 09/08/2025 01:35 PM
Final Approval Date: 09/10/2025		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 9.667 acres described by metes and bounds in Exhibits "A" and the acquisition of a waterline easement to that certain tracts of land being 1.408 acres described by metes and bounds in Exhibit "B; owned by **FUESSEL HOLDINGS LLC, a Texas limited liability company.** for the purpose of constructing, reconstructing, maintaining, and operating the Chandler Road/Corridor B roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore,

the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibits "A & B" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____.

_____
Steven Snell
Williamson County Judge

Exhibit 'A"

County: Williamson
Project: Chandler Corridor East of FM 1660
Tax ID: R020975
Parcel: Fuessel Holdings, LLC, 9.667 acre tract

METES AND BOUNDS DESCRIPTION

FOR A 9.667 ACRE TRACT OF LAND SITUATED IN THE JOHN THOMAS SURVEY, ABSTRACT NO. 610, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE REMNANT PORTION OF THE CALLED 219.99 ACRE TRACT OF LAND (TRACT ONE) CONVEYED TO FUESSEL HOLDINGS, LLC, RECORDED IN DOCUMENT NO. 2012081609 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 9.667 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF APRIL 2025, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found (Grid Coordinates: N=10192037.09, E=3176144.30) monumenting the southwest corner of said remnant portion of the 219.99 acre Fuessel Holdings, LLC tract and the northwest corner of the called 14.115 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2011031966 of the Official Public Records of Williamson County, Texas, same being on a point in the easterly boundary line of the called 5.580 acre tract of land conveyed to the State of Texas recorded in Volume 476, Page 568, of the Deed Records of Williamson County, Texas, same being on the existing north right-of-way line of Chandler Road (right-of-way width varies), same being on the existing east right-of-way line of F.M. 1660 (right-of-way width varies), for the southwest corner and **POINT OF BEGINNING** hereof and being 132.95 feet left of Chandler Road Engineer's Baseline Station 1415+31.90;

THENCE, **N 21°30'11" W** with the west boundary line of said remnant portion of the 219.99 acre Fuessel Holdings, LLC tract, said easterly boundary line of the called 5.580 acre State of Texas tract, and said existing east right-of-way line of F.M. 1660, for a distance of **158.09 feet** to an iron rod set with aluminum cap marked "WILLIAMSON COUNTY" for the northwest corner hereof and being 290.17 feet left of Chandler Road Engineer's Baseline Station 1415+48.40, from which a broken TxDOT Type I monument found with PK nail monumenting a point of curvature of a curve to the right on said existing east right-of-way line of F.M. 1660, said easterly boundary line of the called 5.580 acre State of Texas tract, same being on said west boundary line of the remnant portion of the 219.99 acre Fuessel Holdings, LLC tract, bears N 21°30'11" W for a distance of 299.04 feet and N 21°42'11" W for a distance of 2226.27 feet;

THENCE, through the interior of said remnant portion of the 219.99 acre Fuessel Holdings, LLC tract, the following six (6) courses and distances:

County: Williamson
Project: Chandler Corridor East of FM 1660
Tax ID: R020975
Parcel: Fuessel Holdings, LLC, 9.667 acre tract

1. **S 69°31'28" E** for a distance of **120.05 feet** to an iron rod set with aluminum cap marked "WILLIAMSON COUNTY" and being 201.00 feet left of Chandler Road Engineer's Baseline Station 1416+28.77;

2. **N 62°30'16" E** for a distance of **642.88 feet** to an iron rod set with aluminum cap marked "WILLIAMSON COUNTY" and being 201.00 feet left of Chandler Road Engineer's Baseline Station 1422+71.65;

3. **S 27°29'44" E** for a distance of **6.00 feet** to an iron rod set with aluminum cap marked "WILLIAMSON COUNTY" and being 195.00 feet left of Chandler Road Engineer's Baseline Station 1422+71.65

4. **N 62°30'16" E** for a distance of **1434.04 feet** to an iron rod set with aluminum cap marked "WILLIAMSON COUNTY" on the beginning of a curve to the right and being 195.00 feet left of Chandler Road Engineer's Baseline Station 1437+05.69;

5. With said curve to the right an arc length of **780.71 feet**, said curve having a radius of **4110.00 feet**, a delta angle of **10°53'01"** and a chord which bears **N 67°56'46" E** for a distance of **779.54 feet** to an iron rod set with aluminum cap marked "WILLIAMSON COUNTY" on the end of this curve and being 195.00 feet left of Chandler Road Engineer's Baseline Station 1444+49.36;

6. **N 73°23'16" E** for a distance of **108.59 feet** to an iron rod set with aluminum cap marked "WILLIAMSON COUNTY" on the east boundary line of said remnant portion of the 219.99 acre Fuessel tract and the west boundary line of the called 123.139 acre tract of land conveyed to Hutto 525 Development Partners LP, recorded in Document No. 2021192940 of the Official Public Records of Williamson County, Texas, for the northeast corner hereof and being 195.00 feet left of Chandler Road Engineer's Baseline Station 1445+57.96, from which an iron rod found with cap marked "HALFF" monumenting the northeast corner of said remnant portion of the 219.99 acre Fuessel Holdings, LLC tract and the northwest corner of said 123.139 acre Hutto, 525, Development Partners LP tract, same being on the south boundary line of the called 100 acre tract of land conveyed to Weldon R. Copeland, recorded in Document No. 9751596 of the Official Records of Williamson County, Texas, bears N 21°25'07" W for a distance of 2625.18 feet;

THENCE, **S 21°25'07" E** with said east boundary line of the remnant portion of the 219.99 acre Fuessel Holdings, LLC tract and said west boundary line of the 123.139 acre Hutto 525 Development Partners LP tract for a distance of **170.39 feet** to a calculated point on the

southeast corner of said remnant portion of the 219.99 acre Fuessel Holdings, LLC tract, the southwest corner of said 123.139 acre Hutto 525 Development Partners LP tract, the northeast corner of said 14.115 acre Williamson County, Texas tract and the northwest corner of the called 3.669 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2011043855 of the Official Public Records of Williamson County, Texas, same being on said existing north right-of-way line of Chandler Road, for the southeast corner hereof and being 25.21 feet left of Chandler Road Engineer's Baseline Station 1445+72.23, from which an iron rod found with cap marked "DIAMOND SURVEYING" monumenting the northeast corner of the remnant portion of the called 220.09 acre tract of land (Tract Two) conveyed to Fuessel Holdings, LLC recorded in said Document No. 2012081609 and the northwest corner of the called 4.257 acre tract of land conveyed to Hutto 525 Development Partners LP, recorded in Document No. 2021192610 of the Official Public Records of Williamson County, Texas, same being on the existing south right-of-way line of said Chandler Road, bears S 21°25'07" E for a distance of 200.84 feet;

THENCE, with the south boundary line of said remnant portion of the 219.99 acre Fuessel Holdings, LLC tract, the north boundary line of said 14.115 acre Williamson County, Texas tract and said existing north right-of-way line of Chandler Road, the following four (4) courses and distances:

1. With a curve to the left an arc length of **1577.16 feet** said curve having a radius of **8599.98 feet**, a delta angle of **10°30'27"** and a chord which bears **S 67°44'42" W** for a distance of **1574.95 feet** to an iron rod found with cap marked "DIAMOND SURVEYING" monumenting the end of this curve and being 74.99 feet left of Chandler Road Engineer's Baseline Station 1430+01.95, from which an iron rod found with cap marked "DIAMOND SURVEYING" monumenting a point of curvature on said existing south right-of-way line of Chandler Road, same being on the south boundary line of said 14.115 acre Williamson County, Texas tract and said north boundary line of the remnant portion of the 220.09 acre Fuessel Holdings, LLC tract, bears S 27°31'20" E for a distance of 199.92 feet;

2. **S 62°29'41" W** for a distance of **403.58 feet** to a 1/2" iron rod found bent monumenting an angle point and being 74.92 feet left of Chandler Road Engineer's Baseline Station 1425+98.37, from which an iron rod found with cap marked "DIAMOND SURVEYING" monumenting an angle point on said existing south right-of-way line of Chandler Road, same being on the south boundary line of said 14.115 acre Williamson County, Texas tract and said north boundary line of the remnant

County: Williamson
Project: Chandler Corridor East of FM 1660
Tax ID: R020975
Parcel: Fuessel Holdings, LLC, 9.667 acre tract

portion of the 220.09 acre Fuessel Holdings, LLC tract, bears S 27°31'35" E for a distance of 199.80 feet;

3. **S 62°31'42" W** for a distance of **1008.91 feet** to a calculated point on an angle point in said north boundary line of said 14.115 acre Williamson County, Texas tract and said existing north right-of-way line of Chandler Road and being 75.35 feet left of Chandler Road Engineer's Baseline Station 1415+89.45;

4. **N 72°28'18" W** for a distance of **81.43 feet** to the **POINT OF BEGINNING** hereof and containing 9.667 acres of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor or 1.00012.

A drawing has been prepared to accompany this metes and bounds description.

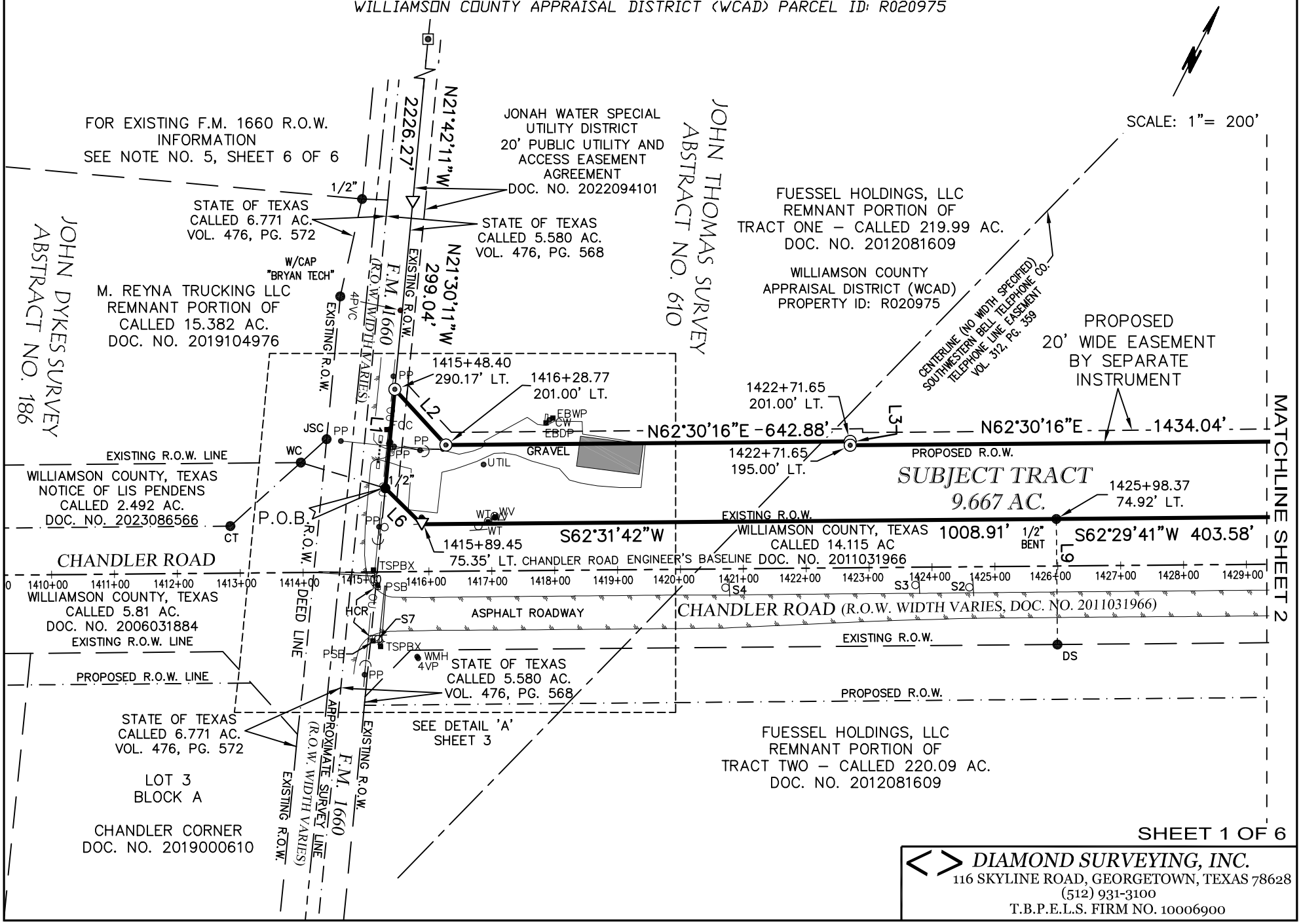
DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900

May 07, 2025

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

Z:\WCRB___2024 WCRB WA-3 CHANDLER CORRIDOR EAST OF FM 1660 2024-60_ROW FINAL - LTS SURVEYS\CHANDLER CORRIDOR FUESSEL HOLDINGS NORTH ROW PARCEL LTS M&B 20250507.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 9.667 ACRE TRACT OF LAND SITUATED IN THE JOHN THOMAS SURVEY, ABSTRACT NO. 610, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE REMNANT PORTION OF THE CALLED 219.99 ACRE TRACT OF LAND (TRACT ONE) CONVEYED TO FUESSEL HOLDINGS, LLC, RECORDED IN DOCUMENT NO. 2012081609 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 2297 FM 1660, HUTTO, TX 78634
WILLIAMSON COUNTY APPRAISAL DISTRICT (WCAD) PARCEL ID: R020975



SHEET 1 OF 6

DIAMOND SURVEYING, INC.
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Z:\WCRB___2024 WCRB WA-3 CHANDLER CORRIDOR EAST OF FM 1660 2024-60_ROW FINAL - LTS SURVEYS\CHANDLER CORRIDOR FUESELL NORTH ROW PARCEL LTS 20250507.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 9.667 ACRE TRACT OF LAND SITUATED IN THE JOHN THOMAS SURVEY, ABSTRACT NO. 610, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE REMNANT PORTION OF THE CALLED 219.99 ACRE TRACT OF LAND (TRACT ONE) CONVEYED TO FUESSEL HOLDINGS, LLC, RECORDED IN DOCUMENT NO. 2012081609 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
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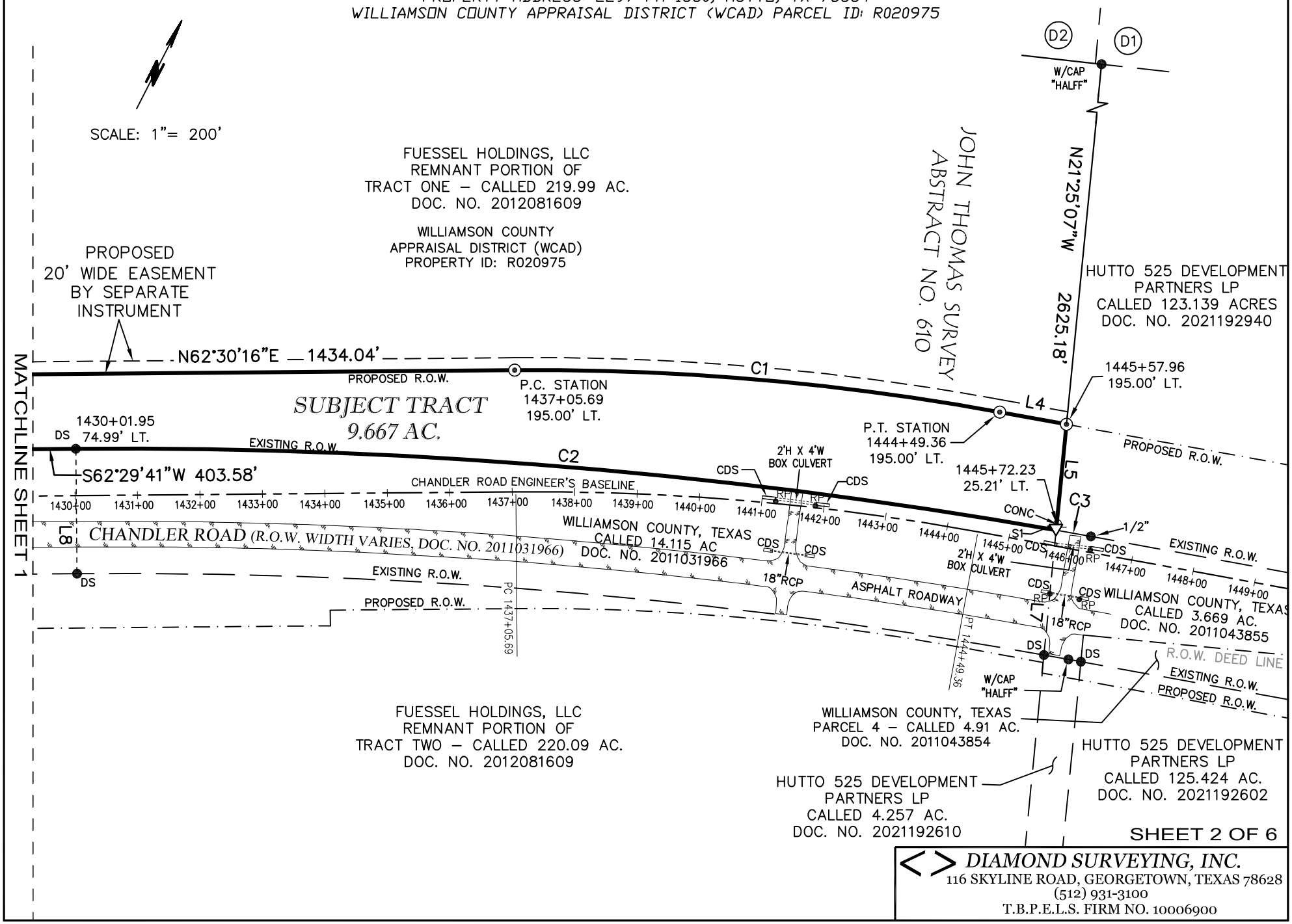

SHEET 2 OF 6

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Z:\WCRB___2024 WCRB WA-3 CHANDLER CORRIDOR EAST OF FM 1660 2024-60_ROW FINAL - LTS SURVEYS\CHANDLER CORRIDOR FUESELL NORTH ROW PARCEL LTS 20250507.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 9.667 ACRE TRACT OF LAND SITUATED IN THE JOHN THOMAS SURVEY, ABSTRACT NO. 610, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE REMNANT PORTION OF THE CALLED 219.99 ACRE TRACT OF LAND (TRACT ONE) CONVEYED TO FUESSEL HOLDINGS, LLC, RECORDED IN DOCUMENT NO. 2012081609 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
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WILLIAMSON COUNTY APPRAISAL DISTRICT (WCAD) PARCEL ID: R020975

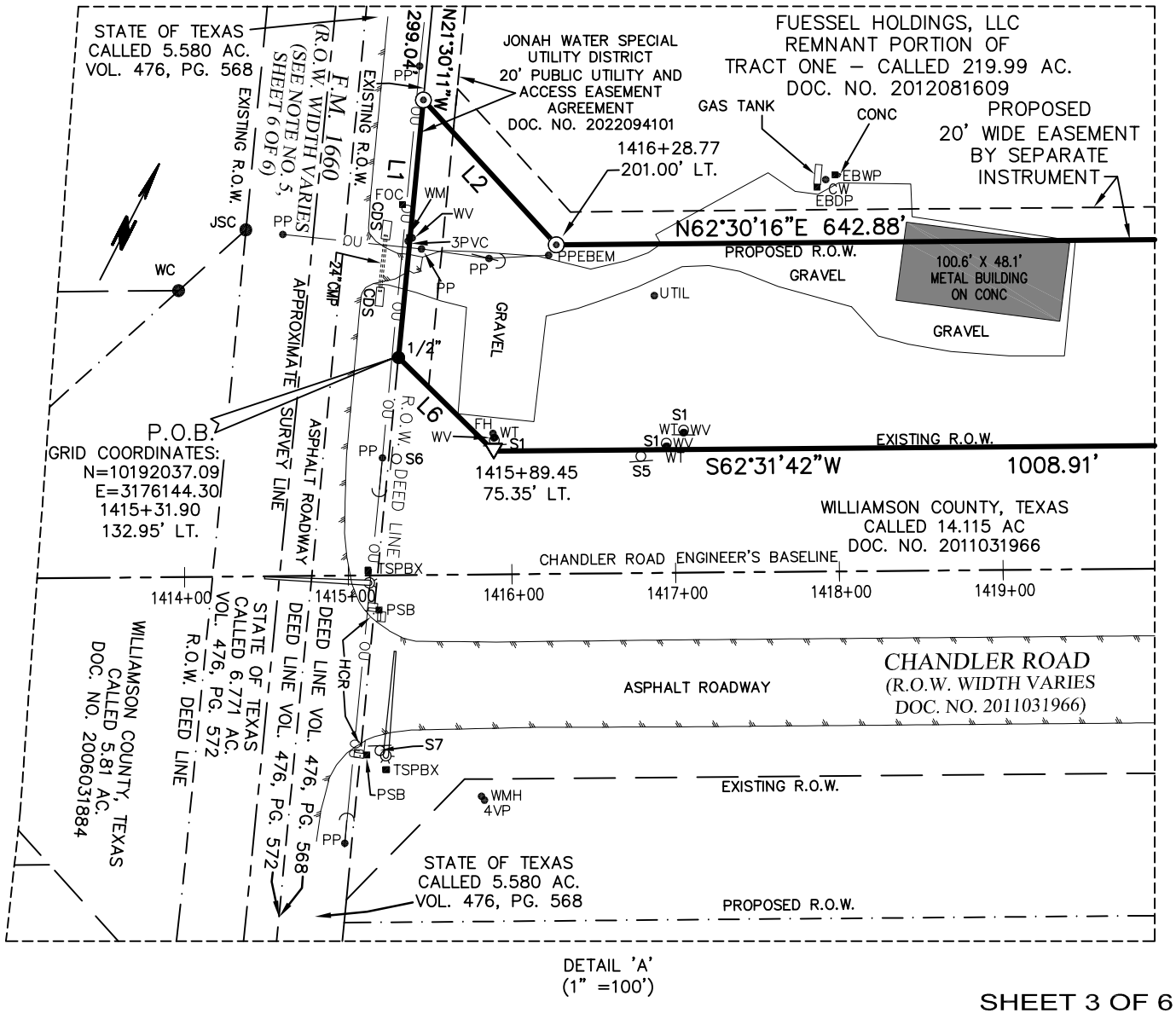
RECORD DEED INFORMATION
SEE SHEET 2

(D1) WELDON R. COPELAND
CALLED 100.00 AC.
DOC. NO. 9751596

(D2) WELDON R. COPELAND AND
CAROLYN A. COPELAND
CALLED 70.00 AC.
EXHIBIT A
DOC. NO. 9619161

SIGN LEGEND

S1 = VALVE
S2 = TRAFFIC LIGHT AHEAD
S3 = FM 1660
S4 = LANE DIRECTIONS
S5 = RIGHT-OF-WAY MARKER
S6 = WATER PIPELINE
S7 = FM 1660 NORTH & SOUTH



DETAIL 'A'
(1" =100')

SHEET 3 OF 6

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
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Z:\WCRB____2024 WCRB WA-3 CHANDLER CORRIDOR EAST OF FM 1660 2024-60_ROW FINAL - LTS SURVEYS\CHANDLER CORRIDOR FUESELL NORTH ROW PARCEL LTS 20250507.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 9.667 ACRE TRACT OF LAND SITUATED IN THE JOHN THOMAS SURVEY, ABSTRACT NO. 610, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE REMNANT PORTION OF THE CALLED 219.99 ACRE TRACT OF LAND (TRACT ONE) CONVEYED TO FUESSEL HOLDINGS, LLC, RECORDED IN DOCUMENT NO. 2012081609 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 2297 FM 1660, HUTTO, TX 78634
WILLIAMSON COUNTY APPRAISAL DISTRICT (WCAD) PARCEL ID: R020975

LEGEND

●	IRON ROD FOUND
●DS	IRON ROD FOUND WITH CAP MARKED "DIAMOND SURVEYING"
●JSC	IRON ROD FOUND WITH CAP MARKED "JS COALTER"
●CT	IRON ROD FOUND WITH CAP MARKED "COALTER TEXAS RPLS"
●WC	IRON ROD FOUND WITH ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
▣	BROKEN TYPE I MONUMENT FOUND WITH PK NAIL
⊙	IRON ROD SET WITH ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
▽	CALCULATED POINT
●PPEBEM	POWER POLE WITH ELECTRIC METER AND ELECTRIC BOX
●PP	POWER POLE
↙	DOWN GUY
■TSPBX	TRAFFIC SIGNAL PULL BOX ON CONCRETE PAD
■PSB	PEDESTRIAN SIGNAL BOX
■EBWP	ELECTRIC BOX ON 4" WOOD POST
■EBDP	ELECTRIC BOX DIESEL FUEL PUMP
■FOC	FIBER OPTIC CABLE PULL BOX
——•——	TRAFFIC SIGNAL
●FH	FIRE HYDRANT
●WT	WATER TEST BOLT
●WV	WATER VALVE
■WM	WATER METER
●WMH	WATER MANHOLE
●4VP	4" VENT PIPE
●CW	CAPPED WELL
●UTIL	UTILITY – POSSIBLE WELL ON 48" CONCRETE
●3PVC	3" PVC RISER
●4PVC	4" PVC RISER
⊙	SIGN
●RP	REFLECTOR POST

LINE TYPES & ABBREVIATIONS

———	EDGE OF PAVEMENT
—— OU —— OU ——	OVERHEAD UTILITY LINE
——— — · — — · ———	RIGHT–OF–WAY DEED LINE
——— 1428+00 ———	CHANDLER ROAD ENGINEER'S BASELINE
HCR	HANDICAP RAMPS WITH BRICK PAVERS
CONC	CONCRETE
CDS	CONCRETE DRAINAGE STRUCTURE
RCP	REINFORCED CONCRETE PIPE
PVC	POLYVINYL CHLORIDE PIPE
CMP	CORRUGATED METAL PIPE
R.O.W.	RIGHT–OF–WAY
P.O.B.	POINT OF BEGINNING

DIAMOND SURVEYING, INC.
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Z:\WCRB___2024 WCRB WA-3 CHANDLER CORRIDOR EAST OF FM 1660 2024-60_ROW FINAL - LTS SURVEYS\CHANDLER CORRIDOR FUESELL NORTH ROW PARCEL LTS 20250507.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 9.667 ACRE TRACT OF LAND SITUATED IN THE JOHN THOMAS SURVEY, ABSTRACT NO. 610, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE REMNANT PORTION OF THE CALLED 219.99 ACRE TRACT OF LAND (TRACT ONE) CONVEYED TO FUESSEL HOLDINGS, LLC, RECORDED IN DOCUMENT NO. 2012081609 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 2297 FM 1660, HUTTO, TX 78634
WILLIAMSON COUNTY APPRAISAL DISTRICT (WCAD) PARCEL ID: R020975

TITLE COMMITMENT NOTES:

Only those easements and restrictions listed in Schedule B of Texan Title Insurance Company, Commitment for Title Insurance (T-7) GF No. GT2402851, which bears an Effective Date June 6, 2024 and an Issued Date of June 16, 2024 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

10a. Easement dated December 11, 1941, executed by S. C. Downing Estate et al to Southwestern Bell Telephone Company, recorded in Volume 312, Page 359, Deed Records, Williamson County , Texas. Is a part of the Subject Tract as shown hereon.

10b. Easement dated January 21, 1952, executed by Bennie Downing and Mrs. Bennie Downing to Texas Power & Light Company, recorded in Volume 381, Page 144, Deed Records, Williamson County, Texas. Can not be located by its description.

10c. Right of Way Easement dated June 20, 1972, executed by Norman Fuessel and Nancy Fuessel to Jonah Water Supply Corp., recorded in Volume 563, Page 691, Deed Records, Williamson County, Texas. Unable to determine the exact location of said easement. Said instrument states: "The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line is installed, the easement herein granted shall be limited to a strip of land 15' in width the center line thereof being the pipe line as installed."

10d. Easement For Equipment Station dated February 20, 1975, executed by Norman Fuessel and Mrs. Norman Fuessel to Southwestern Bell Telephone Company, recorded in Volume 606, Page 490, Deed Records, Williamson County, Texas. Not a part of the Subject Tract.

10e. Easement and Right of Way dated January 6, 1978, executed by Norman Fuessel to Texas Power & Light Company and the Central Telephone Company , recorded in Volume 711, Page 867, Deed Records, Williamson County, Texas. Not a part of the Subject Tract.

10f. Public Utility and Access Easement Agreement dated April 4, 2019, executed by Fuessel Holdings LLC to Jonah Water Special Utility District, recorded under Document No. 2019028835, Official Records, Williamson County, Texas. Not a part of the Subject Tract.

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PROPERTY ADDRESS: 2297 FM 1660, HUTTO, TX 78634
WILLIAMSON COUNTY APPRAISAL DISTRICT (WCAD) PARCEL ID: R020975

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	4110.00'	780.71'	10°53'01"	N67°56'46"E	779.54'
C2	8599.98'	1577.16'	10°30'27"	S67°44'42"W	1574.95'
C3	8599.98'	56.56'	0°22'37"	N73°11'14"E	56.56'

GENERAL NOTES:

1) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

2) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203) STATE PLANE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00012.

3) THE TRACT SHOWN HEREON LIES WITH IN ZONE 'X' (NO SCREEN) AREAS OF MINIMAL FLOOD HAZARD, ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 48491C0510F, WITH AN EFFECTIVE DATE OF DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS.

4) THE CHANDLER ROAD PROJECT BASELINE SHOWN HEREON AS PROVIDED TO THE SURVEYOR BY HNTB ON MAY 31, 2024.

5) EXISTING RIGHT-OF-WAY LINES SHOWN HEREON FOR FM 1660 PER "TEXAS STATE HIGHWAY DEPARTMENT, RIGHT-OF-WAY MAP, DISTRICT 14, WILLIAMSON COUNTY, F.M. HIGHWAY 1660" CONTROL NO. 1566 - SECTION NO. 1 - JOB NO. 1, APPROVED AUGUST 31, 1965, AND REVISED MAY, 1986. AND PER RECORDED DEEDS IN VOLUME 476, PAGE 568 AND VOLUME 476, PAGE 572, BOTH OF THE DEEDS RECORDS OF WILLIAMSON COUNTY, TEXAS.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N21°30'11"W	158.09'
L2	S69°31'28"E	120.05'
L3	S27°29'44"E	6.00'
L4	N73°23'16"E	108.59'
L5	S21°25'07"E	170.39'
L6	N72°28'18"W	81.43'
L7	S21°25'07"E	200.84'
L8	S27°31'20"E	199.92'
L9	S27°31'35"E	199.80'

To: Williamson County, Texas, Texan Title Insurance Company and Longhorn Title Company, LLC exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on April 22, 2025. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a Category 1A, Condition III Land Title Survey per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

May 07, 2025

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

SHEET 6 OF 6

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Z:\WCRB___2024 WCRB WA-3 CHANDLER CORRIDOR EAST OF FM 1660 2024-60_ROW FINAL - LTS SURVEYS\CHANDLER CORRIDOR FUESELL NORTH ROW PARCEL LTS 20250507.dwg

Exhibit "B"

County: Williamson
Project: Chandler Corridor East of FM 1660
Tax ID: R020975
Parcel: Fuessel Holdings, LLC, 1.408 acre Easement

METES AND BOUNDS DESCRIPTION

FOR A 1.408 ACRE TRACT OF LAND SITUATED IN THE JOHN THOMAS SURVEY, ABSTRACT NO. 610, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE REMNANT PORTION OF THE CALLED 219.99 ACRE TRACT OF LAND (TRACT ONE) CONVEYED TO FUESSEL HOLDINGS, LLC, RECORDED IN DOCUMENT NO. 2012081609 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 1.408 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF APRIL 2025, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found (Grid Coordinates: N=10192037.09, E=3176144.30) monumenting the southwest corner of said remnant portion of the 219.99 acre Fuessel Holdings, LLC tract and the northwest corner of the called 14.115 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2011031966 of the Official Public Records of Williamson County, Texas, same being on a point in the easterly boundary line of the called 5.580 acre tract of land conveyed to the State of Texas recorded in Volume 476, Page 568, of the Deed Records of Williamson County, Texas, same being on the existing north right-of-way line of Chandler Road (right-of-way width varies), same being on the existing east right-of-way line of F.M. 1660 (right-of-way width varies);

THENCE, N 21°30’11” W with the west boundary line of said remnant portion of the 219.99 acre Fuessel Holdings, LLC tract, said easterly boundary line of the called 5.580 acre State of Texas tract, and said existing east right-of-way line of F.M. 1660, for a distance of 158.09 feet to an iron rod set with aluminum cap marked “WILLIAMSON COUNTY” on an angle point in the Proposed north right-of-way line of Chandler Road, from which a broken TxDOT Type I monument found with PK nail monumenting a point of curvature of a curve to the right on said existing east right-of-way line of F.M. 1660, said easterly boundary line of the called 5.580 acre State of Texas tract, same being on said west boundary line of the remnant portion of the 219.99 acre Fuessel Holdings, LLC tract, bears N 21°30’11” W for a distance of 299.04 feet and N 21°42’11” W for a distance of 2226.27 feet;

THENCE, S 69°31’28” E through the interior of said remnant portion of the 219.99 acre Fuessel Holdings, LLC tract, same being with said Proposed north right-of-way line of Chandler Road, for a distance of 26.90 feet to a 1/2" iron rod set with cap marked “DIAMOND SURVEYING” (Grid Coordinates: N=10192174.74, E=3176111.56) on a point in the east boundary line of a 20’ wide Public Utility and Access Easement Agreement conveyed to Jonah Water Special Utility District, recorded in Document No. 2022094101 of

County: Williamson
Project: Chandler Corridor East of FM 1660
Tax ID: R020975
Parcel: Fuessel Holdings, LLC, 1.408 acre Easement

the Official Public Records of Williamson County, Texas, for the southwest corner and **POINT OF BEGINNING** hereof and being 270.19 feet left of Chandler Road Engineer's Baseline Station 1415+66.41;

THENCE, **N 21°30'11" W** continuing through said interior of the remnant portion of the 219.99 acre Fuessel Holdings, LLC tract, same being with said east boundary line of the 20' wide Public Utility and Access Easement Agreement, for a distance of **26.90 feet** to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING" for the northwest corner hereof and being 296.94 feet left of Chandler Road Engineer's Baseline Station 1415+69.22;

THENCE, continuing through said interior of the remnant portion of the 219.99 acre Fuessel Holdings, LLC tract, the following six (6) courses and distances:

1. **S 69°31'28" E** for a distance of **102.24 feet** to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING" and being 221.00 feet left of Chandler Road Engineer's Baseline Station 1416+37.67;

2. **N 62°30'16" E** for a distance of **653.98 feet** to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING" and being 221.00 feet left of Chandler Road Engineer's Baseline Station 1422+91.65;

3. **S 27°29'44" E** for a distance of **6.00 feet** to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING" and being 215.00 feet left of Chandler Road Engineer's Baseline Station 1422+91.65

4. **N 62°30'16" E** for a distance of **1414.04 feet** to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING" on the beginning of a curve to the right and being 215.00 feet left of Chandler Road Engineer's Baseline Station 1437+05.69;

5. With said curve to the right an arc length of **784.51 feet**, said curve having a radius of **4130.00 feet**, a delta angle of **10°53'01"** and a chord which bears **N 67°56'46" E** for a distance of **783.33 feet** to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING" on the end of this curve and being 215.00 feet left of Chandler Road Engineer's Baseline Station 1444+49.36;

6. **N 73°23'16" E** for a distance of **106.91 feet** to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING" on the east boundary line of said remnant portion of the 219.99 acre Fuessel tract and the west boundary line of the called 123.139 acre tract

of land conveyed to Hutto 525 Development Partners LP, recorded in Document No. 2021192940 of the Official Public Records of Williamson County, Texas, for the northeast corner hereof and being 215.00 feet left of Chandler Road Engineer's Baseline Station 1445+56.27, from which an iron rod found with cap marked "HALFF" monumenting the northeast corner of said remnant portion of the 219.99 acre Fuessel Holdings, LLC tract and the northwest corner of said 123.139 acre Hutto, 525, Development Partners LP tract, same being on the south boundary line of the called 100 acre tract of land conveyed to Weldon R. Copeland, recorded in Document No. 9751596 of the Official Records of Williamson County, Texas, bears N 21°25'07" W for a distance of 2605.11 feet;

THENCE, **S 21°25'07" E** with said east boundary line of the remnant portion of the 219.99 acre Fuessel Holdings, LLC tract and said west boundary line of the 123.139 acre Hutto 525 Development Partners LP tract, for a distance of **20.07 feet** to an iron rod set with aluminum cap marked "WILLIAMSON COUNTY" on a point in said Proposed north right-of-way line of Chandler Road, for the southeast corner hereof and being 195.00 feet left of Chandler Road Engineer's Baseline Station 1445+57.96, from which a 1/2" iron rod found on a point of curvature on the south boundary line of said 123.139 acre Hutto 525 Development Partners LP tract, same being on a point of curvature in said existing north right-of-way line of Chander Road, bears S 21°25'07" E, for a distance of 170.39 feet and N 73°11'14" E, for a distance of 56.56 feet;

THENCE, continuing through said interior of the remnant portion of the 219.99 acre Fuessel Holdings, LLC tract, same being with said Proposed north right-of-way line of Chandler Road, the following six (6) courses and distances:

1. **S 73°23'16" W** for a distance of **108.59 feet** to an iron rod set with aluminum cap marked "WILLIAMSON COUNTY" on the beginning of a curve to the left and being 195.00 feet left of Chandler Road Engineer's Baseline Station 1444+49.36;

2. With said curve to the left an arc length of **780.71 feet**, said curve having a radius of **4110.00 feet**, a delta angle of **10°53'01"** and a chord which bears **S 67°56'46" W** for a distance of **779.54 feet** to an iron rod set with aluminum cap marked "WILLIAMSON COUNTY" on the end of this curve and being 195.00 feet left of Chandler Road Engineer's Baseline Station 1437+05.69;

3. **S 62°30'16" W** for a distance of **1434.04 feet** to an iron rod set with aluminum cap marked "WILLIAMSON COUNTY" being 195.00 feet left of Chandler Road Engineer's Baseline Station 1422+71.65;

County: Williamson
Project: Chandler Corridor East of FM 1660
Tax ID: R020975
Parcel: Fuessel Holdings, LLC, 1.408 acre Easement

4. **N 27°29'44" W** for a distance of **6.00 feet** to an iron rod set with aluminum cap marked "WILLIAMSON COUNTY" and being 201.00 feet left of Chandler Road Engineer's Baseline Station 1422+71.65;

5. **S 62°30'16" W** for a distance of **642.88 feet** to an iron rod set with aluminum cap marked "WILLIAMSON COUNTY" and being 201.00 feet left of Chandler Road Engineer's Baseline Station 1416+28.77;

6. **N 69°31'28" W** for a distance of **93.14 feet** to the **POINT OF BEGINNING** hereof and containing 1.408 acres of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor or 1.00012.

A drawing has been prepared to accompany this metes and bounds description.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900

May 07, 2025

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

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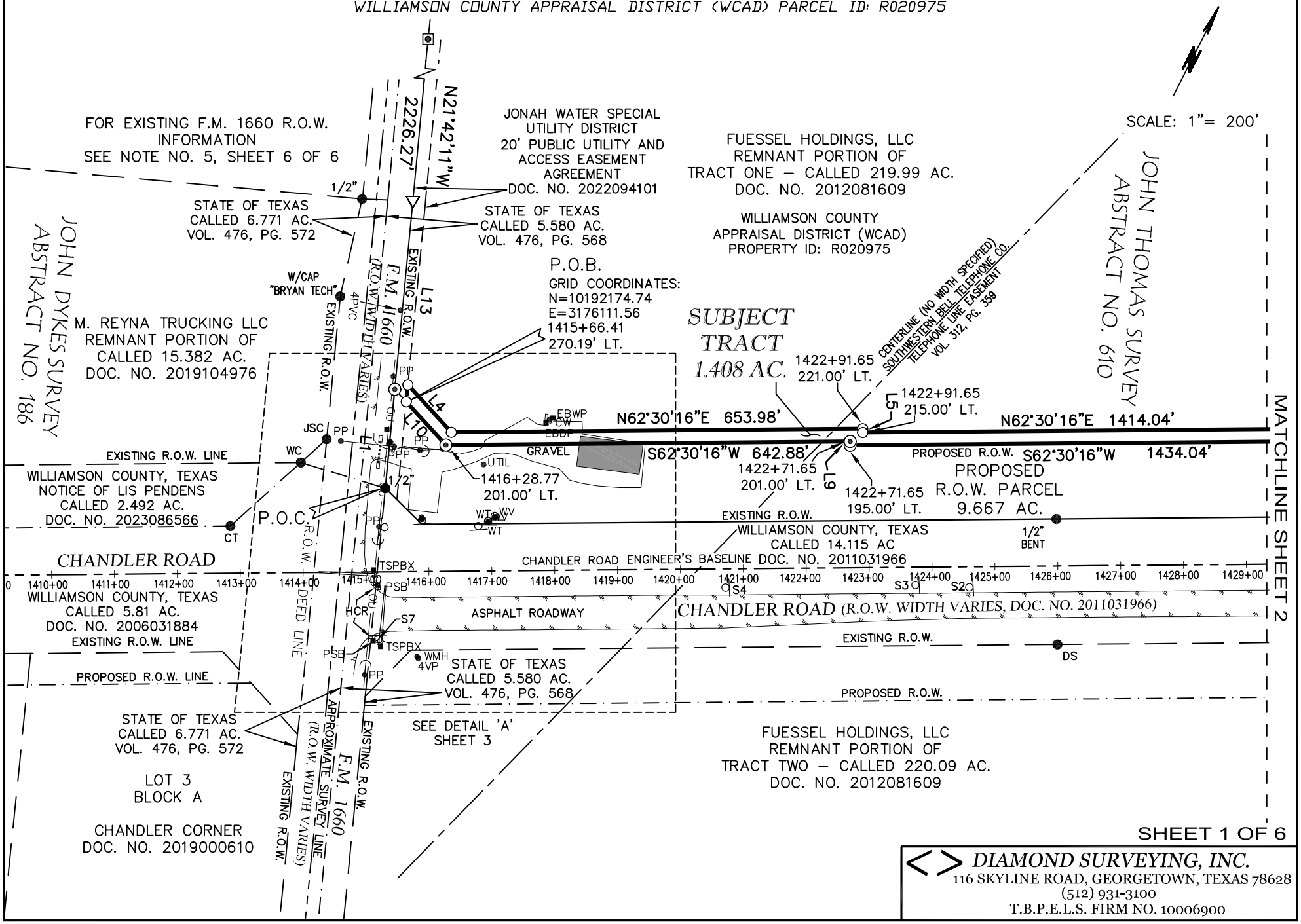
DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 1.408 ACRE TRACT OF LAND SITUATED IN THE JOHN THOMAS SURVEY, ABSTRACT NO. 610, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE REMNANT PORTION OF THE CALLED 219.99 ACRE TRACT OF LAND (TRACT ONE) CONVEYED TO FUESSEL HOLDINGS, LLC, RECORDED IN DOCUMENT NO. 2012081609 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 2297 FM 1660, HUTTO, TX 78634
WILLIAMSON COUNTY APPRAISAL DISTRICT (WCAD) PARCEL ID: R020975



SHEET 1 OF 6

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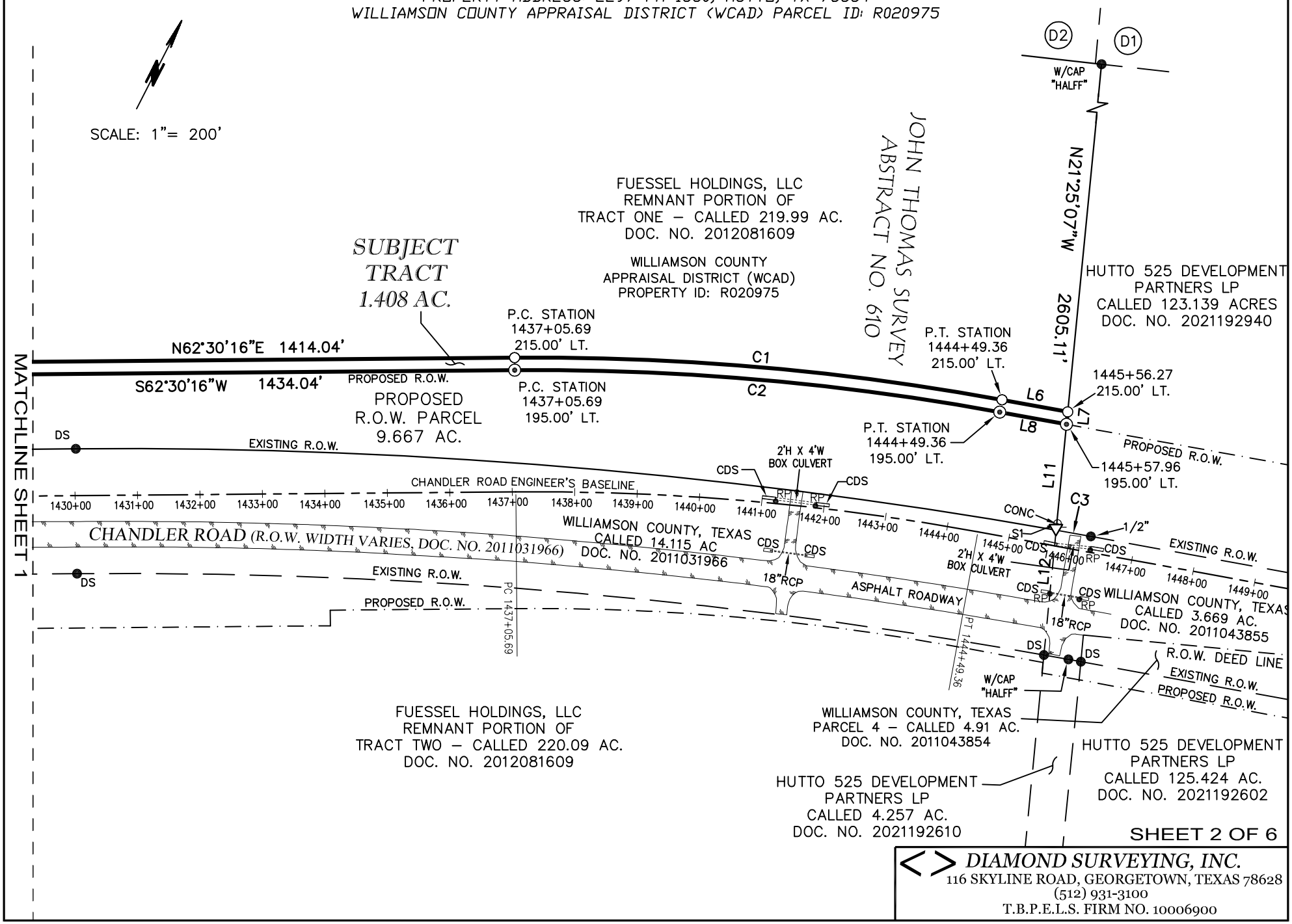
Z:\WCRB___2024 WCRB WA-3 CHANDLER CORRIDOR EAST OF FM 1660 2024-60_ROW FINAL - LTS SURVEYS\CHANDLER CORRIDOR FUESELL JONAH WLE 20250507.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 1.408 ACRE TRACT OF LAND SITUATED IN THE JOHN THOMAS SURVEY, ABSTRACT NO. 610, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE REMNANT PORTION OF THE CALLED 219.99 ACRE TRACT OF LAND (TRACT ONE) CONVEYED TO FUESSEL HOLDINGS, LLC, RECORDED IN DOCUMENT NO. 2012081609 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 2297 FM 1660, HUTTO, TX 78634
WILLIAMSON COUNTY APPRAISAL DISTRICT (WCAD) PARCEL ID: R020975



SHEET 2 OF 6

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Z:\WCRB____2024 WCRB WA-3 CHANDLER CORRIDOR EAST OF FM 1660 2024-60_ROW FINAL - LTS SURVEYS\CHANDLER CORRIDOR FUESELL JONAH WLE 20250507.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 1.408 ACRE TRACT OF LAND SITUATED IN THE JOHN THOMAS SURVEY, ABSTRACT NO. 610, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE REMNANT PORTION OF THE CALLED 219.99 ACRE TRACT OF LAND (TRACT ONE) CONVEYED TO FUESSEL HOLDINGS, LLC, RECORDED IN DOCUMENT NO. 2012081609 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 2297 FM 1660, HUTTO, TX 78634
WILLIAMSON COUNTY APPRAISAL DISTRICT (WCAD) PARCEL ID: R020975

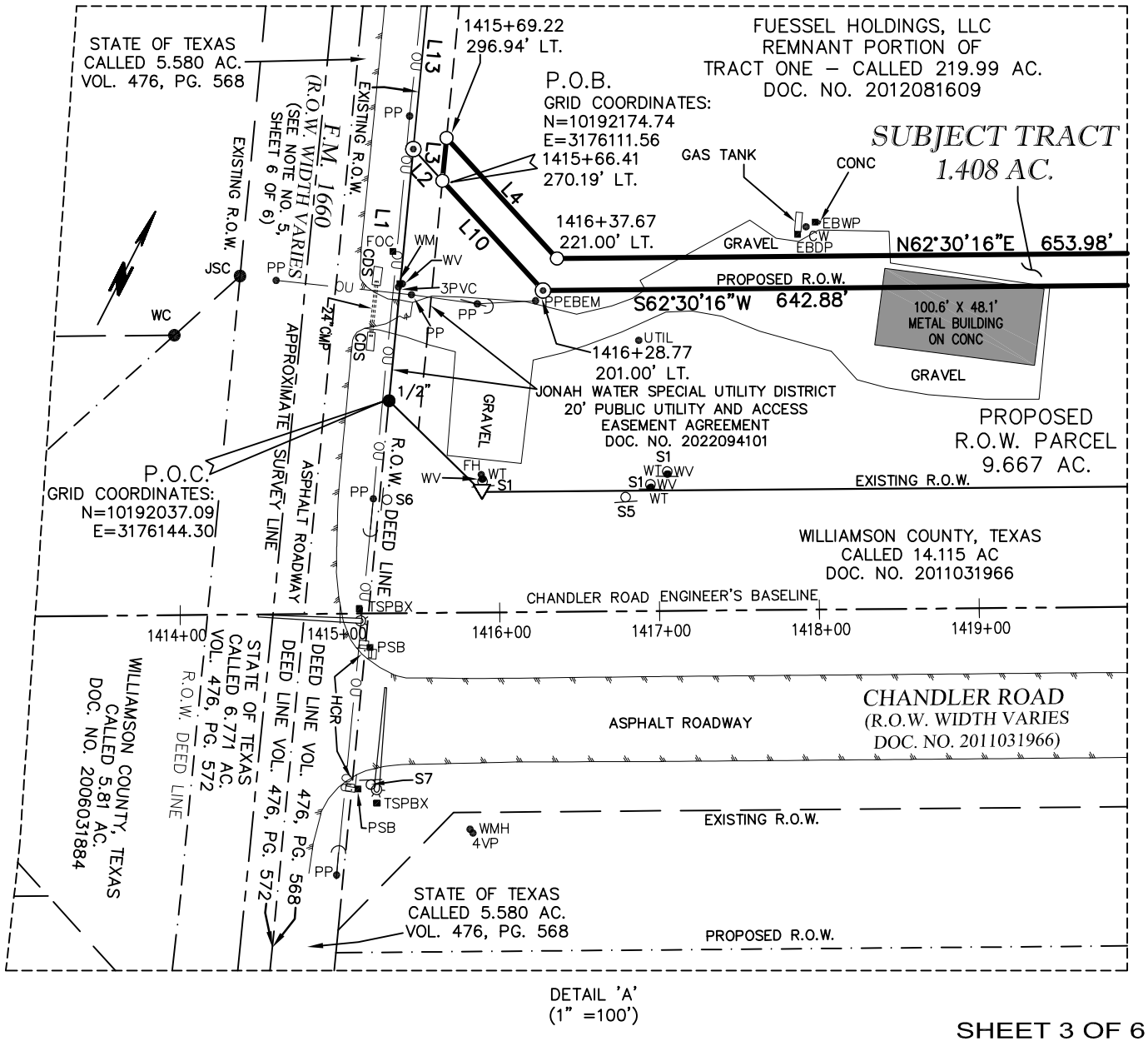
RECORD DEED INFORMATION
SEE SHEET 2

(D1) WELDON R. COPELAND
CALLED 100.00 AC.
DOC. NO. 9751596

(D2) WELDON R. COPELAND AND
CAROLYN A. COPELAND
CALLED 70.00 AC.
EXHIBIT A
DOC. NO. 9619161

SIGN LEGEND

S1 = VALVE
S2 = TRAFFIC LIGHT AHEAD
S3 = FM 1660
S4 = LANE DIRECTIONS
S5 = RIGHT-OF-WAY MARKER
S6 = WATER PIPELINE
S7 = FM 1660 NORTH & SOUTH



DETAIL 'A'
(1" =100')

SHEET 3 OF 6

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Z:\WCRB____2024 WCRB WA-3 CHANDLER CORRIDOR EAST OF FM 1660 2024-60_ROW FINAL - LTS SURVEYS\CHANDLER CORRIDOR FUESELL JONAH WLE 20250507.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 1.408 ACRE TRACT OF LAND SITUATED IN THE JOHN THOMAS SURVEY, ABSTRACT NO. 610, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE REMNANT PORTION OF THE CALLED 219.99 ACRE TRACT OF LAND (TRACT ONE) CONVEYED TO FUESSEL HOLDINGS, LLC, RECORDED IN DOCUMENT NO. 2012081609 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 2297 FM 1660, HUTTO, TX 78634
WILLIAMSON COUNTY APPRAISAL DISTRICT (WCAD) PARCEL ID: R020975

LEGEND

●	IRON ROD FOUND
●DS	IRON ROD FOUND WITH CAP MARKED "DIAMOND SURVEYING"
●JSC	IRON ROD FOUND WITH CAP MARKED "JS COALTER"
●CT	IRON ROD FOUND WITH CAP MARKED "COALTER TEXAS RPLS"
●WC	IRON ROD FOUND WITH ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
▣	BROKEN TYPE I MONUMENT FOUND WITH PK NAIL
⊙	IRON ROD SET WITH ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
○	IRON ROD SET WITH CAP MARKED "DIAMOND SURVEYING"
▽	CALCULATED POINT
●PPEBEM	POWER POLE WITH ELECTRIC METER AND ELECTRIC BOX
●PP	POWER POLE
←—	DOWN GUY
■TSPBX	TRAFFIC SIGNAL PULL BOX ON CONCRETE PAD
■PSB	PEDESTRIAN SIGNAL BOX
■EBWP	ELECTRIC BOX ON 4" WOOD POST
■EBDP	ELECTRIC BOX DIESEL FUEL PUMP
■FOC	FIBER OPTIC CABLE PULL BOX
—•—	TRAFFIC SIGNAL
●FH	FIRE HYDRANT
●WT	WATER TEST BOLT
●WV	WATER VALVE
■WM	WATER METER
●WMH	WATER MANHOLE
●4VP	4" VENT PIPE
●CW	CAPPED WELL
●UTIL	UTILITY – POSSIBLE WELL ON 48" CONCRETE
●3PVC	3" PVC RISER
●4PVC	4" PVC RISER
—o—	SIGN
●RP	REFLECTOR POST

LINE TYPES & ABBREVIATIONS

~~	EDGE OF PAVEMENT
—— OU —— OU ——	OVERHEAD UTILITY LINE
——— — · — — · ———	RIGHT-OF-WAY DEED LINE
— — — 1428+00 — — —	CHANDLER ROAD ENGINEER'S BASELINE
HCR	HANDICAP RAMPS WITH BRICK PAVERS
CONC	CONCRETE
CDS	CONCRETE DRAINAGE STRUCTURE
RCP	REINFORCED CONCRETE PIPE
PVC	POLYVINYL CHLORIDE PIPE
CMP	CORRUGATED METAL PIPE
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Z:\WCRB___2024 WCRB WA-3 CHANDLER CORRIDOR EAST OF FM 1660 2024-60_ROW FINAL - LTS SURVEYS\CHANDLER CORRIDOR FUESELL JONAH WLE 20250507.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 1.408 ACRE TRACT OF LAND SITUATED IN THE JOHN THOMAS SURVEY, ABSTRACT NO. 610, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE REMNANT PORTION OF THE CALLED 219.99 ACRE TRACT OF LAND (TRACT ONE) CONVEYED TO FUESSEL HOLDINGS, LLC, RECORDED IN DOCUMENT NO. 2012081609 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 2297 FM 1660, HUTTO, TX 78634
WILLIAMSON COUNTY APPRAISAL DISTRICT (WCAD) PARCEL ID: R020975

TITLE COMMITMENT NOTES:

Only those easements and restrictions listed in Schedule B of Texan Title Insurance Company, Commitment for Title Insurance (T-7) GF No. GT2402851, which bears an Effective Date June 6, 2024 and an Issued Date of June 16, 2024 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

10a. Easement dated December 11, 1941, executed by S. C. Downing Estate et al to Southwestern Bell Telephone Company, recorded in Volume 312, Page 359, Deed Records, Williamson County , Texas. Is a part of the Subject Tract as shown hereon.

10b. Easement dated January 21, 1952, executed by Bennie Downing and Mrs. Bennie Downing to Texas Power & Light Company, recorded in Volume 381, Page 144, Deed Records, Williamson County, Texas. Can not be located by its description.

10c. Right of Way Easement dated June 20, 1972, executed by Norman Fuessel and Nancy Fuessel to Jonah Water Supply Corp., recorded in Volume 563, Page 691, Deed Records, Williamson County, Texas. Unable to determine the exact location of said easement. Said instrument states: "The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line is installed, the easement herein granted shall be limited to a strip of land 15' in width the center line thereof being the pipe line as installed."

10d. Easement For Equipment Station dated February 20, 1975, executed by Norman Fuessel and Mrs. Norman Fuessel to Southwestern Bell Telephone Company, recorded in Volume 606, Page 490, Deed Records, Williamson County, Texas. Not a part of the Subject Tract.

10e. Easement and Right of Way dated January 6, 1978, executed by Norman Fuessel to Texas Power & Light Company and the Central Telephone Company , recorded in Volume 711, Page 867, Deed Records, Williamson County, Texas. Not a part of the Subject Tract.

10f. Public Utility and Access Easement Agreement dated April 4, 2019, executed by Fuessel Holdings LLC to Jonah Water Special Utility District, recorded under Document No. 2019028835, Official Records, Williamson County, Texas. Not a part of the Subject Tract.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Z:\WCRB____2024 WCRB WA-3 CHANDLER CORRIDOR EAST OF FM 1660 2024-60_ROW FINAL - LTS SURVEYS\CHANDLER CORRIDOR FUESELL JONAH WLE 20250507.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 1.408 ACRE TRACT OF LAND SITUATED IN THE JOHN THOMAS SURVEY, ABSTRACT NO. 610, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE REMNANT PORTION OF THE CALLED 219.99 ACRE TRACT OF LAND (TRACT ONE) CONVEYED TO FUESSEL HOLDINGS, LLC, RECORDED IN DOCUMENT NO. 2012081609 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 2297 FM 1660, HUTTO, TX 78634
WILLIAMSON COUNTY APPRAISAL DISTRICT (WCAD) PARCEL ID: R020975

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	4130.00'	784.51'	10°53'01"	N67°56'46"E	783.33'
C2	4110.00'	780.71'	10°53'01"	S67°56'46"W	779.54'
C3	8599.98'	56.56'	0°22'37"	N73°11'14"E	56.56'

GENERAL NOTES:

1) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

2) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203) STATE PLANE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00012.

3) THE TRACT SHOWN HEREON LIES WITH IN ZONE 'X' (NO SCREEN) AREAS OF MINIMAL FLOOD HAZARD, ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 48491C0510F, WITH AN EFFECTIVE DATE OF DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS.

4) THE CHANDLER ROAD PROJECT BASELINE SHOWN HEREON AS PROVIDED TO THE SURVEYOR BY HNTB ON MAY 31, 2024.

5) EXISTING RIGHT-OF-WAY LINES SHOWN HEREON FOR FM 1660 PER "TEXAS STATE HIGHWAY DEPARTMENT, RIGHT-OF-WAY MAP, DISTRICT 14, WILLIAMSON COUNTY, F.M. HIGHWAY 1660" CONTROL NO. 1566 - SECTION NO. 1 - JOB NO. 1, APPROVED AUGUST 31, 1965, AND REVISED MAY, 1986. AND PER RECORDED DEEDS IN VOLUME 476, PAGE 568 AND VOLUME 476, PAGE 572, BOTH OF THE DEEDS RECORDS OF WILLIAMSON COUNTY, TEXAS.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N21°30'11"W	158.09'
L2	S69°31'28"E	26.90'
L3	N21°30'11"W	26.90'
L4	S69°31'28"E	102.24'
L5	S27°29'44"E	6.00'
L6	N73°23'16"E	106.91'
L7	S21°25'07"E	20.07'
L8	S73°23'16"W	108.59'
L9	N27°29'44"W	6.00'
L10	N69°31'28"W	93.14'
L11	S21°25'07"E	170.39'
L12	S21°25'07"E	200.84'
L13	N21°30'11"W	299.04'

To: Williamson County, Texas, Texan Title Insurance Company and Longhorn Title Company, LLC exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on April 22, 2025. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a Category 1A, Condition III Land Title Survey per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

May 07, 2025

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

SHEET 6 OF 6

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Z:\WCRB___2024 WCRB WA-3 CHANDLER CORRIDOR EAST OF FM 1660 2024-60_ROW FINAL - LTS SURVEYS\CHANDLER CORRIDOR FUESELL JONAH WLE 20250507.dwg

Commissioners Court - Regular Session **72.**

Meeting Date: 09/16/2025

Encroachment Agreement

Submitted For: Don Childs **Submitted By:** Don Childs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Encroachment and Crossing Agreement with the City of Georgetown regarding the installation of a waterline easement within an existing drainage easement on County owned property.

Background

Road & Bridge

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/10/2025 09:38 AM
Form Started By: Don Childs		Started On: 09/09/2025 04:45 PM
Final Approval Date: 09/10/2025		

ENCROACHMENT AND CROSSING AGREEMENT

This ENCROACHMENT AND CROSSING AGREEMENT (this "**Agreement**") is made and entered into as of _____, 2025, by and between Williamson County, Texas ("**County**") and the City of Georgetown, Texas ("**Georgetown**").

RECITALS:

A. County is the holder of all of the rights of the grantee under that certain Drainage Easement in favor of County, as Grantee, recorded on February 23, 2018 as Document No. 2018015412, in the Official Public Records, of Williamson County, Texas (the "**County Drainage Easement**") in, on, over, upon, above and across the 2.8893 acre (125,858 square feet) parcel of land situated in the John B. Robinson Survey, Abstract No. 521 in Williamson County, Texas described as Parcel 2DE and more particularly described in the Drainage Easement (the "**Drainage Easement Area**").

B. Georgetown desires to obtain an easement and right-of-way (the "**Water Line Easement**") for the placement, construction, operation, repair, maintenance, replacement, upgrade, rebuilding, relocation and/or removal of a water line and related facilities (collectively, the "**Water Line Facilities**") on, over, under, and across the property situated in the County of Williamson, State of Texas, being more particularly described by metes and bounds and depicted in Exhibit A attached hereto and made a part hereof for all purposes (the "**Water Line Easement Area**").

C. A small portion of the Waterline Easement Area crosses the Drainage Easement Area and Georgetown desires to install Waterline Facilities within the Drainage Easement in accordance with the Water Line Easement.

D. The Water Line Easement and installation of the Water Line Facilities will constitute an encroachment upon the Drainage Easement, and County and Georgetown desire to enter into this Agreement to regulate and control this encroachment and the respective rights and obligations of the parties.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Encroachment and Right to Cross. County hereby consents to the Water Line Easement and grants to Georgetown the right to place, construct, operate, repair, maintain, replace, upgrade, rebuild, relocate and/or remove the Water Line Facilities, or any portion thereof, within the portion of the Water Line Easement Area located within the Drainage Easement Area and for no other purpose. Notwithstanding anything to the contrary contained herein or within the County Drainage Easement, so long as the City places, constructs, operates, repairs, maintains, replaces, upgrades, rebuilds, relocates and/or removes the Water Line Facilities within the Water Line Easement Area in accordance with the terms of the Water Line Easement and the requirements of this Agreement, the County shall not require, or otherwise force, the City to move or relocate the Water Line Facilities.

2. Georgetown's Obligations.

(a) Installation and Maintenance: Georgetown shall install and maintain the Water Line Facilities in a manner that does not interfere with or impede the flow of storm water or the functionality of the Drainage Easement.

(b) Repair and Restoration: Georgetown shall be responsible for all costs and expenses associated with the placement, construction, operation, repair, maintenance, replacement, upgrade, rebuilding, relocation and/or removal of the Water Line Facilities. If any part of the Drainage Easement is disturbed or damaged during such work, Georgetown shall restore the area to substantially the same condition or better as prior to such work.

(c) Permitting: Georgetown shall obtain all necessary permits and approvals from the relevant governmental authorities prior to commencing any work within the Drainage Easement Area.

4. County's Reservations. County reserves the right to use the Drainage Easement Area for any purpose permitted under the Drainage Easement that does not interfere with Georgetown's rights granted herein, including, but not limited to, the right to perform routine maintenance in the Drainage Easement Area.

5. Termination. This Agreement shall remain in effect for as long as the Water Line Easement is in full force and effect, unless otherwise agreed upon in writing by both parties.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

7. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written.

8. Amendments. This Agreement may only be amended by a written instrument signed by both County and Georgetown.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, County and Georgetown have executed this Agreement as of the date first above written.

COUNTY:

WILLIAMSON COUNTY,
TEXAS

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the _____day of _____ _____, 2025, by _____, the _____ of Williamson County, Texas, on behalf of said county.

_____
Notary Public, State of Texas

APPROVED AS TO FORM:

_____

GEORGETOWN:

CITY OF GEORGETOWN,
a Texas home-rule municipal corporation

By: _____
Name: Josh Schroeder
Title: Mayor

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the 26th day of August, 2025, by Josh Schroeder, the Mayor of the City of Georgetown, a Texas home-rule municipal corporation, on behalf of said corporation.

ROBYN LOUISE DENSMORE
Notary ID #125657056
My Commission Expires
April 15, 2026

Robyn Louise Densmore
Notary Public, State of Texas

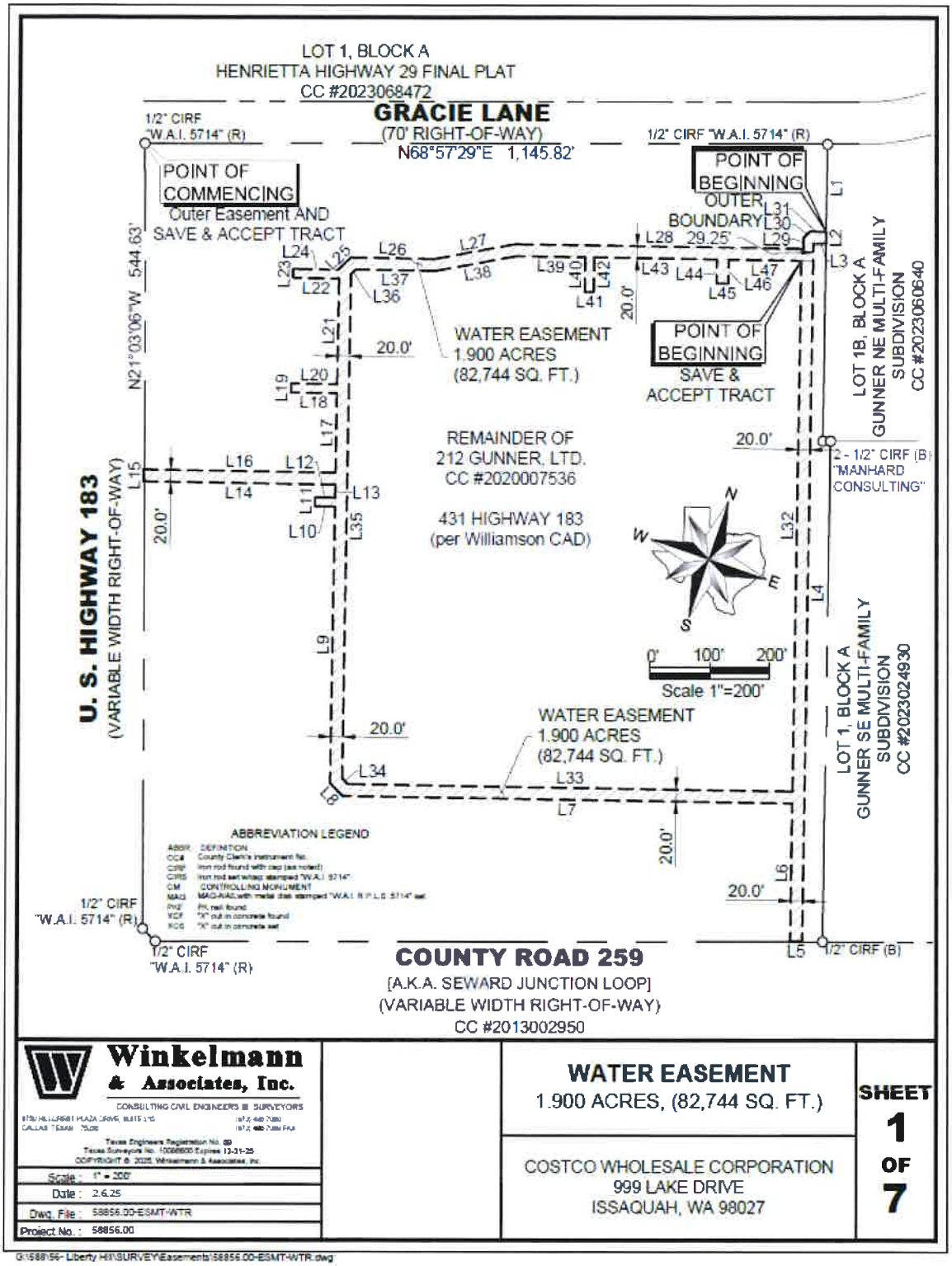
APPROVED AS TO FORM:

Skye Masson, City Attorney

AFTER RECORDING, RETURN TO GRANTEE:
City of Georgetown
Attn: Real Estate Services
P.O. Box 409
Georgetown, Texas 78627

EXHIBIT A

[SEE ATTACHED]



Winkelmann & Associates, Inc. CONSULTING CIVIL ENGINEERS & SURVEYORS Texas Engineers Registration No. 69 Texas Surveyors No. 10086800 Expires 12-31-25 COPYRIGHT © 2025, Winkelmann & Associates, Inc.		**WATER EASEMENT** 1.900 ACRES, (82,744 SQ. FT.)	**SHEET 1 OF 7**
Scale : 1" = 200' Date : 2.6.25 Dwg. File : 58856.00-ESMT-WTR Project No. : 58856.00		COSTCO WHOLESALE CORPORATION 999 LAKE DRIVE ISSAQUAH, WA 98027	

G:\58856- Liberty Hill\SURVEY\Easements\58856.00-ESMT-WTR.dwg

#523859747_v3

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S20°09'39"E	145.87'
L2	S20°09'39"E	20.00'
L3	S69°50'21"W	21.00'
L4	S20°09'39"E	1165.40'
L5	S68°54'54"W	20.00'
L6	N20°09'39"W	230.25'
L7	S69°50'21"W	753.58'
L8	N65°09'39"W	29.82'
L9	N20°09'39"W	461.23'
L10	S69°50'21"W	33.00'
L11	N20°09'39"W	15.00'
L12	N69°50'21"E	33.00'
L13	N20°09'39"W	21.83'
L14	S69°50'21"W	321.24'
L15	N21°03'06"W	20.00'
L16	N69°50'21"E	321.55'
L17	N20°09'39"W	132.75'
L18	S69°50'21"W	76.50'
L19	N20°09'39"W	15.00'
L20	N69°50'21"E	76.50'
L21	N20°09'39"W	176.44'
L22	S69°50'21"W	76.17'
L23	N20°09'39"W	15.00'
L24	N69°50'21"E	74.84'

LINE TABLE		
LINE #	BEARING	DISTANCE
L25	N24°50'21"E	29.23'
L26	N69°50'21"E	139.89'
L27	N58°35'21"E	139.52'
L28	N69°50'21"E	482.05'
L29	N20°09'39"W	18.82'
L30	N24°50'21"E	14.75'
L31	N69°50'21"E	27.13'
L32	N20°09'39"W	886.22'
L33	N69°50'21"E	745.29'
L34	S65°09'39"E	13.25'
L35	S20°09'39"E	842.01'
L36	S24°50'21"W	10.77'
L37	S69°50'21"W	133.58'
L38	S58°35'21"W	139.52'
L39	S69°50'21"W	114.26'
L40	N20°10'00"W	57.80'
L41	S69°50'00"W	15.00'
L42	S20°10'00"E	57.80'
L43	S69°50'21"W	206.45'
L44	N20°09'39"W	40.20'
L45	S69°50'21"W	20.00'
L46	S20°09'39"E	40.20'
L47	S69°50'21"W	120.92'

Winkelmann & Associates, Inc.

CONSULTING CIVIL ENGINEERS ■ SURVEYORS

Texas Engineers Registration No. 69
Texas Surveyors Inc. 100668-00 Expires 12-31-25
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Scale :	1" = 200'
Date :	2.6.25
Dwg. File :	58856.00-ESMT-WTR
Project No. :	58856.00

WATER EASEMENT
1.900 ACRES, (82,744 SQ. FT.)

COSTCO WHOLESALE CORPORATION
999 LAKE DRIVE
ISSAQUAH, WA 98027

SHEET 2 OF 7

G:\58856+ Liberty HI\SURVEY\Easements\58856.00-ESMT-WTR.dwg

WATER EASEMENT
(Outer Easement)

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

BEING a tract of land situated in the JOHN B. ROBINSON SURVEY, ABSTRACT NO. 521, in the City of Liberty Hill, Williamson County, Texas, being the remainder of a tract of land described in deed to 212 Gunner, Ltd. as recorded in County Clerk's Instrument No. 2020007536, Official Public Records, Williamson County, Texas , and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" found for the Northwest corner of the remainder of said 212 Gunner Ltd. tract at the intersection of the Southeast right-of-way of Gracie Lane, a 70-foot right-of-way, the South 35-foot being described in Dedication Deed with Special Warranty as recorded in County Clerk's Instrument No. 2024064170, Official Public Records, Williamson County, Texas, with the East right-of-way of U. S. Highway 183, a variable width right-of-way;

THENCE North 68 degrees 57 minutes 29 seconds East, along the Northwest line of the remainder of said 212 Gunner Ltd. tract, along the South right-of-way of said Gracie Lane, a distance of 1,145.82 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" found for the Northwest corner of Lot 1B, Block A, Gunner NE Multifamily Subdivision, an addition to the City of Liberty Hill, Williamson County, Texas, according to the Plat thereof recorded in County Clerk's Instrument No. 2023060640, Official Public Records, Williamson County, Texas;

THENCE South 20 degrees 09 minutes 39 seconds East, departing the Southeast right-of-way, along the Southwest line of said Lot 1B, Block A, a distance of 145.87 feet to a point for the POINT OF BEGINNING;

THENCE South 20 degrees 09 minutes 39 seconds East, continuing along the Northeast line of the remainder of said 212 Gunner Ltd. tract and the Southwest line of said Lot 1B, Block A, a distance of 20.00 feet to a point for corner;

THENCE departing the Southwest line of said Lot 1B, Block A, over and across the remainder of said 212 Gunner Ltd. tract, the following courses and distances:

South 69 degrees 50 minutes 21 seconds West, a distance of 21.00 feet to a point for corner;

South 20 degrees 09 minutes 39 seconds East, a distance of 1,165.40 feet to a point for corner on the Southeast line of the remainder of said 212 Gunner Ltd. tract and the Northwest right-of-way of County Road 259 [a.k.a. Seward Junction Loop], (a variable width right-of-way);

THENCE South 68 degrees 54 minutes 54 seconds West, along the Southeast line of the remainder of said 212 Gunner Ltd. tract and the Northwest right-of-way of said County Road 259, a distance of 20.00 feet to a point for corner;

THENCE departing the Northwest right-of-way of said County Road 259, over and across the remainder of said 212 Gunner Ltd. tract, the following courses and distances:

North 20 degrees 09 minutes 39 seconds West, a distance of 230.25 feet to a point for corner;

South 69 degrees 50 minutes 21 seconds West, a distance of 753.58 feet to a point for corner;

(Continued on sheet 4)

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Texas Engineer Registration No. 09
Texas Surveyors No. 100660 Expires 12-31-25
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Scale :	NA
Date :	2.5.25
Dwg. File :	58856.00-ESMT-WTR
Project No. :	58856.00

WATER EASEMENT
1.900 ACRES, (82,744 SQ. FT.)

COSTCO WHOLESALE CORPORATION
999 LAKE DRIVE
ISSAQUAH, WA 98027

SHEET 3 OF 7

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WATER EASEMENT
(Outer Easement)

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

(Continued from Sheet 3)

North 65 degrees 09 minutes 39 seconds West, a distance of 29.82 feet to a point for corner;

North 20 degrees 09 minutes 39 seconds West, a distance of 461.23 feet to a point for corner;

South 69 degrees 50 minutes 21 seconds West, a distance of 33.00 feet to a point for corner;

North 20 degrees 09 minutes 39 seconds West, a distance of 15.00 feet to a point for corner;

North 69 degrees 50 minutes 21 seconds East, a distance of 33.00 feet to a point for corner;

North 20 degrees 09 minutes 39 seconds West, a distance of 21.83 feet to a point for corner;

THENCE South 69 degrees 50 minutes 21 seconds West, a distance of 321.24 feet to a point for corner on the Southwest line of said 212 Gunner Ltd. tract and the Northeast right-of-way of U. S. Highway 183 (variable width right-of-way);

THENCE North 21 degrees 03 minutes 06 seconds West, along on the Southwest line of said 212 Gunner Ltd. tract and the Northeast right-of-way of said U. S. Highway 183, a distance of 20.00 feet to a point for corner;

THENCE departing the Northeast right-of-way of said U. S. Highway 183, over and across the remainder of said 212 Gunner Ltd. tract, the following courses and distances:

North 69 degrees 50 minutes 21 seconds East, a distance of 321.55 feet to a point for corner;

North 20 degrees 09 minutes 39 seconds West, a distance of 132.75 feet to a point for corner;

South 69 degrees 50 minutes 21 seconds West, a distance of 76.50 feet to a point for corner;

North 20 degrees 09 minutes 39 seconds West, a distance of 15.00 feet to a point for corner;

North 69 degrees 50 minutes 21 seconds East, a distance of 76.50 feet to a point for corner;

North 20 degrees 09 minutes 39 seconds West, a distance of 176.44 feet to a point for corner;

South 69 degrees 50 minutes 21 seconds West, a distance of 76.17 feet to a point for corner;

North 20 degrees 09 minutes 39 seconds West, a distance of 15.00 feet to a point for corner;

North 69 degrees 50 minutes 21 seconds East, a distance of 74.84 feet to a point for corner;

North 24 degrees 50 minutes 21 seconds East, a distance of 29.23 feet to a point for corner;

(Continued on sheet 5)

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WATER EASEMENT
(Outer Easement)

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

(Continued from sheet 4)

North 69 degrees 50 minutes 21 seconds East, a distance of 139.89 feet to a point for corner;

North 58 degrees 35 minutes 21 seconds East, a distance of 139.52 feet to a point for corner;

North 69 degrees 50 minutes 21 seconds East, a distance of 482.05 feet to a point for corner;

North 20 degrees 09 minutes 39 seconds West, a distance of 18.82 feet to a point for corner;

North 24 degrees 50 minutes 21 seconds East, a distance of 14.75 feet to a point for corner;

THENCE North 69 degrees 50 minutes 21 seconds East, continuing over and across the remainder of said 212 Gunner Ltd. tract, a distance of 27.13 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 17.082 acres or 744,092 square feet of land, more or less., *save and accept* the following described tract:

WATER EASEMENT
(Save and accept tract)

BEING a tract of land situated in the JOHN B. ROBINSON SURVEY, ABSTRACT NO. 521, in the City of Liberty Hill, Williamson County, Texas, being the remainder of a tract of land described in deed to 212 Gunner, Ltd. as recorded in County Clerk's Instrument No. 2020007536, Official Public Records, Williamson County, Texas , and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" found for the Northwest corner of the remainder of said 212 Gunner Ltd. tract at the intersection of the Southeast right-of-way of Gracie Lane, a 70-foot right-of-way, the South 35-foot being described in Dedication Deed with Special Warranty as recorded in County Clerk's Instrument No. 2024064170, Official Public Records, Williamson County, Texas, with the East right-of-way of U. S. Highway 183, a variable width right-of-way;

THENCE North 68 degrees 57 minutes 29 seconds East, along the Northwest line of the remainder of said 212 Gunner Ltd. tract, along the South right-of-way of said Gracie Lane, a distance of 1,145.82 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" found for the Northwest corner of Lot 1B, Block A, Gunner NE Multifamily Subdivision, an addition to the City of Liberty Hill, Williamson County, Texas, according to the Plat thereof recorded in County Clerk's Instrument No. 2023060640, Official Public Records, Williamson County, Texas;

(Continued on Sheet 6)

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Date :	2.6.25
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Project No. :	58856.00

WATER EASEMENT
1.900 ACRES, (82,744 SQ. FT.)

COSTCO WHOLESALE CORPORATION
999 LAKE DRIVE
ISSAQUAH, WA 98027

SHEET 5 OF 7

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WATER EASEMENT
(Save and accept Tract)

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

THENCE South 20 degrees 09 minutes 39 seconds East, departing the Southeast right-of-way, along the Northeast line of the remainder of said 212 Gunner Ltd. tract and the Southwest line of said Lot 1B, Block A, a distance of 145.87 feet to a point for corner;

THENCE South 20 degrees 09 minutes 39 seconds East, continuing along the Northeast line of the remainder of said 212 Gunner Ltd. tract and the Southwest line of said Lot 1B, Block A, a distance of 20.00 feet to a point for corner;

THENCE departing the Southwest line of said Lot 1B, Block A, over and across the remainder of said 212 Gunner Ltd. tract, the following courses and distances:

South 69 degrees 50 minutes 21 seconds West, a distance of 21.00 feet to a point for corner;

South 20 degrees 09 minutes 39 seconds East, a distance of 29.25 feet to a point for corner;

South 69 degrees 50 minutes 21 seconds East, a distance of 20.00 feet to POINT OF BEGINNING;

THENCE continuing over and across the remainder of said 212 Gunner Ltd. tract, the following courses and distances:

South 20 degrees 09 minutes 39 seconds East, a distance of 886.22 feet to a point for corner;

South 69 degrees 50 minutes 21 seconds West, a distance of 745.29 feet to a point for corner;

North 65 degrees 09 minutes 39 seconds West, a distance of 13.25 feet to a point for corner;

North 20 degrees 09 minutes 39 seconds West, a distance of 842.01 feet to a point for corner;

North 24 degrees 50 minutes 21 seconds East, a distance of 10.77 feet to a point for corner;

North 69 degrees 50 minutes 21 seconds East, a distance of 133.58 feet to a point for corner;

North 58 degrees 35 minutes 21 seconds East, a distance of 139.52 feet to a point for corner;

North 69 degrees 50 minutes 21 seconds East, a distance of 114.26 feet to a point for corner;

South 20 degrees 10 minutes 00 seconds East, a distance of 57.80 feet to a point for corner;

North 69 degrees 50 minutes 00 seconds East, a distance of 15.00 feet to a point for corner;

North 20 degrees 10 minutes 00 seconds West, a distance of 57.80 feet to a point for corner;

North 69 degrees 50 minutes 21 seconds East, a distance of 206.45 feet to a point for corner;

South 20 degrees 09 minutes 39 seconds East, a distance of 40.20 feet to a point for corner;

(Continued on Sheet 7)

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WATER EASEMENT
(Save and accept Tract)

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

(Continued from Sheet 6)

North 69 degrees 50 minutes 21 seconds East, a distance of 20.00 feet to a point for corner;

North 20 degrees 09 minutes 39 seconds West, a distance of 40.20 feet to a point for corner;

THENCE North 69 degrees 50 minutes 21 seconds East, continuing over and across the remainder of said 212 Gunner Ltd. tract a distance of 120.92 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 15.182 acres or 661,348 square feet of land, more or less.

Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 20th day of July, 2024, utilizing a G.P.S. bearing related to the Texas Coordinate System, North Texas Central Zone (4202), NAD 83, grid values from the GeoShack VRS network.

AREA TABLE

	ACRES	SQ. FT.
Outer Easement	17.082	744,092
-SAVE & ACCEPT TRACT	15.182	661,348
NET	1.900	82,744

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Project No. :	58856.00

WATER EASEMENT
1.900 ACRES, (82,744 SQ. FT.)

COSTCO WHOLESALE CORPORATION
999 LAKE DRIVE
ISSAQUAH, WA 98027

SHEET 7 OF 7

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Commissioners Court - Regular Session **73.**

Meeting Date: 09/16/2025

Jail and Justice Center Kitchell

Submitted For: Rebecca Clemons **Submitted By:** Becky Pruitt, Commissioners Court

Department: Commissioners Court

Agenda Category: Regular Agenda Items

Information

Agenda Item

1:00 P.M. Hear a presentation and update from Williamson County's Program Manager for the Williamson County Jail and Justice Center Complex Planning & Development, Kitchell/CEM, Inc., which will include, but not be limited to, current progress on data collection, validation of site review, statistical data, community engagement/outreach planning and other interim planning and directives for future action; and take any appropriate and necessary actions in relation to the Williamson County Jail and Justice Center Complex Planning & Development programming and process.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/09/2025 01:30 PM
Form Started By: Becky Pruitt		Started On: 09/08/2025 02:10 PM
Final Approval Date: 09/09/2025		

Commissioners Court - Regular Session **76.**

Meeting Date: 09/16/2025

Senior Directors Evaluations

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

Department: County Judge

Agenda Category: Executive Session

Information

Agenda Item

Deliberate, discuss and conduct annual reviews and evaluations of Senior Directors of Williamson County to include, but not be limited to the Senior Director of Williamson County ITS, Senior Director of Department of Infrastructure, Senior Director of Parks Department, Senior Director of Emergency Services, Senior Director of Facilities Management, Williamson County Commissioners Court County Manager and Williamson County Commissioners Court General Counsel (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Delia Colon	09/09/2025 03:35 PM
Form Started By: Andrea Schiele		Started On: 09/09/2025 03:20 PM
Final Approval Date: 09/09/2025		

Commissioners Court - Regular Session **78.**

Meeting Date: 09/16/2025

auto liability claim

Submitted By: Shannon Francis, General Counsel

Department: General Counsel

Agenda Category: Executive Session

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Claim No. 04172025-551-431, an auto liability claim by Firetrol Protection Systems, Inc. for an incident occurring on or about 04/17/2025.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	09/09/2025 03:27 PM
Form Started By: Shannon Francis		Started On: 09/09/2025 02:33 PM
Final Approval Date: 09/09/2025		