NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
Commissioners Courtroom
710 S. Main Street, Georgetown
October 21, 2025
9:30 A.M.

The Commissioners Court of Williamson County, Texas will meet in Regular Session at the above location, date, and time to consider the items set forth below. It is the intent of the Commissioners Court to have a quorum physically present at the meeting. Up to two (2) Commissioners Court members may participate by videoconference call in accordance with the Texas Open Meetings Act.

1. Review and approval of minutes.

2. Hear County Auditor concerning invoices, bills, Quick Check Report, wire transfers and electronic payments submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.

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

CONSENT AGENDA

The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.
(Items 4 – 29)

4. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforseeable circumstances and approve a budget amendment to acknowlege expenditures for the Animal Shelter Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0545.0545.005700	Vehicles >$5,000	$3,303.75

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

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

7. Discuss, consider, and take appropriate action concerning the appointment of Joel Fischetti as Deputy Constable for Precinct 3.

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

9. Discuss, consider and take appropriate action on approving the agreement #2026-012 between Williamson County and Catalis Public Works and Citizen Engagement, LLC, for Performance Center reporting software, covering the term of October 1, 2025 – September 30, 2026, for the annual amount of $85,255.00 pursuant to BuyBoard Contract #692-23 and authorizing the execution of the agreement.

10. Discuss, consider and take appropriate action on the contract between Williamson County and the Williamson County Economic Development Partnership for FY26.

11. Discuss, consider, and take appropriate action on a Legal Services Agreement for Williamson County District Courts between Williamson County and Elizabeth Branch; and the exemption of such services from the competitive bid/proposal requirements of the County Purchasing Act (personal or professional services, Texas Loc. Gov't Code)
262.024(a)(4)).

12. Discuss, consider, and take appropriate action on a Legal Services Agreement for Williamson County District Courts between Williamson County and Audrey Blair; and exemption of such services from the competitive bid/proposal requirements of the County Purchasing Act (personal or professional services, Texas Loc. Gov't Code 262.024(a)(4)).

13. Discuss, consider, and take appropriate action on approving #2026-013 Professional Consulting Services Agreement between Tamara Hudgins, Ph.D. and Williamson County to provide fundraising support for the All District Courts specialty programs in the amount of $18,000.00 and authorizing the execution of this agreement.

14. Discuss, consider, and take appropriate action on a Legal Services Agreement for Williamson County Courts between Williamson County and Audrey Blair; and exemption of such services from the competitive bid/proposal requirements of the County Purchasing Act (personal or professional services, Texas Loc. Gov't Code 262.024(a)(4)).

15. Discuss, consider and take appropriate action regarding approval and receipt of a vehicle reimbursement agreement with Hart InterCivic Inc. for off-duty contracting of County Sheriff's Deputies to be effective October 21, 2025.

16. Discuss, consider and take appropriate action regarding approval and receipt of the Vehicle Reimbursement Agreement with Love, Homestead for off-duty contracting of County Sheriff's Deputies, to be effective October 21, 2025.

17. Discuss, consider, and take appropriate action on approving Contract #2026-049 Master Service Agreement between Williamson County and Randal's Tower Tech, Inc. for as-needed tower maintenance and repair services to support the operations of Williamson County Wireless Communications, in the not-to-exceed amount of $19,999.99, and authorizing execution of the contract.

18. Discuss, consider, and take appropriate action on approving the Agreement for Services and Goods Contract #2026-051 with Falkenberg Construction Company Inc. for the SWRP Entrance Gate, pursuant to BuyBoard Contract #728-24 at Southwest Regional Park for Parks and Recreation, in the amount of $23,588.00 and authorize execution of this agreement.

19. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive competitive sealed proposals for a contractor for Emergency Services Operation Center (ESOC) Generator Docking Station RFCSP, under #25RFCSP83, designating Ramirez-Simon for Architectural/ Engineering services.

20. Discuss, consider, and take appropriate action on approving the Master Service Agreement #2026-019, between Williamson County and Valley View Group, LLC d/b/a Everline Coatings and Services Austin for Parking Lot, Warehouse and Parking Garage Maintenance in the not-to-exceed amount of $19,500.00 and authorize execution of the agreement.

21. Discuss, consider, and take appropriate action on approving the Master Service Agreement #2026-035 between Williamson County and Jerome Gomez dba Austin Automatic Door Solutions in the not-to-exceed amount of $99,999.00 and authorize execution of the agreement.

22. Discuss, consider, and take appropriate action on approving the Master Service Agreement, 2026-028 with Made in The Shade Window Tinting, LLC and Williamson County for Window Tinting Services, in the not-to-exceed amount of $19,500.00 through September 30, 2026, and authorize the execution of the agreement.

23. Discuss, consider, and take appropriate action on approving the Services and Goods Contract #2026-039 for Wilco Expo Kitchen Hood Cleaning and Inspection Services with KEC PRO, LLC DBA Hoodz of Central Texas for Facilities Management not to exceed $715.00, and authorize execution of this agreement.

24. Discuss, consider, and take appropriate action on approving the Construction Service Agreement No. 2026-053 between Williamson County and G2 Construction Services, Inc. for the Processing Room Ventilation, in the not-to-exceed amount of Eighty-Five Thousand Dollars ($85,000.00), and authorize execution of the agreement.

25. Discuss, consider and take appropriate action on Supplemental Work Authorization No. 1 to Work Authorization No. 1 under the Williamson County Contract between Rodriguez Engineering Laboratories LLC and Williamson County dated March 19, 2024, for On Call Materials Testing & Geotechnical Engineering Services. Funding source: 01.0200.0210.004160.

26. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for the CR 460 Reconstruction Project for Road Bonds/HNTB, under IFB #26IFB1.

27. Discuss, consider, and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 7C Section 3 subdivision – Precincts 2 & 3.

28. Discuss, consider, and take appropriate action on approval of the preliminary plat for the Redemption Hill Church subdivision – Precinct 4.

29. Discuss, consider, and take appropriate action on approval of the preliminary plat for the Yellowstone Phase 1 subdivision – Precinct 4.

REGULAR AGENDA

30. Discuss, consider and take appropriate action on a proclamation naming the month of October as "Breast Cancer Awareness Month" in Williamson County.

31. Discuss, consider and take appropriate action on a presentation regarding the Rotary Club of Georgetown Field of Honor.

32. Discuss, consider, and take appropriate action on setting a time, date, and location to hold a workshop to discuss plans to address evolving matters that may have an impact on Williamson County's operation in the near future.

33. Hear a presentation on the Enterprise Resource Planning (ERP) system replacement project.

34. Discuss, consider, and take appropriate action on awarding RFP #25RFP21 Enterprise Resource Planning (ERP) Software System to Workday ERP Cloud Solution with a ten (10) year software subscription and training support totaling $9,031,649.00 with a subscription term of 10/28/2025 through 10/27/2035 and authorize the execution of the agreements, Funding source is P710, 2025 CIP.

35. Discuss, consider, and take appropriate action on awarding RFP #25RFP21 Enterprise Resource Planning (ERP) Software System to Avaap U.S.A. LLC (Avaap) as the ERP system implementation vendor for $3,208,339.00 for implementation services, implementation travel costs not-to-exceed $110,158.00 and annual recurring Avaap maintenance up to $120,300.00 and authorize the execution of the agreement. Funding source is P710, 2025 CIP.

36. Discuss, consider, and take appropriate action on approving agreement #2026-46 for Berry, Dunn, McNeil & Parker, LLC.for ERP Implementation Assistance with Project Management for $499,800.00, in accordance with the Texas Interlocal Purchasing System Vendor Agreement, TIPS RFP 230601 and authorize execution of the agreement. Funding source is P710.

37. Discuss, consider, and take appropriate action on approving Agreement #2026-26 with GTS Technology Solutions, Inc. in accordance with COOP contract number DIR-CPO-5721, in the total not-to-exceed amount of this contract of One Hundred Fifty-Two Thousand Eight Hundred Eighty-Eight Dollars ($152,880.00), and authorize the execution of the agreement, funding source is P710.

38. Discuss, consider, and take appropriate action on approving the agreement for annual maintenance #2026-014 between Williamson County and Carahsoft Technology Corp. for ServiceNow Maintenance for a total amount of $300,373.44 pursuant to DIR-CPO-5275 and authorize the execution of the annual subscription.

39. Discuss, consider, and take appropriate action on approving the addendum #2026-008 between Environmental Systems Research Institute, Inc (Esri) and Williamson County for a three-year Enterprise Agreement (EA) to support ArcGIS platforms across the County in the not-to-exceed amount of $1,500,000.00 and exempting this purchase under the Texas Local Government Code Section 262.024(a)(7)(D) Discretionary Exemptions captive replacement parts or components for equipment.

40. Discuss, consider, and take appropriate action to approve the amendment to discontinue using the Modria Online Dispute Resolution software subscription that was originally approved on June 5, 2018, per mutual agreement by both Williamson County and Tyler Technologies, and authorize the execution of the amendment.

41. Discuss, consider and take appropriate action on approving an authorized use agreement with the 2026 Region 13 (Austin) Mock Trial Competition for use of space in the Justice Center to conduct a student mock trial competition on Jan. 23, 2026.

42. Discuss, consider, and take appropriate action on approving a Tax Abatement Agreement between Williamson County, Texas and Labatt Food Services, LLC 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.

43. Discuss, consider, and take appropriate action on approving a Blanket Purchase Order in the amount of $320,000.00 as per Omnia contract #R211101 with Fleetcor dba Fuelman for fuel purchases for Emergency Medical Services.

44. Discuss, consider and take appropriate action on agreement for Program Director for the Williamson County Transformative Justice Program between Williamson County and Texas Community Supervision Alternatives; and exemption of such services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code(a)(4).

45. Discuss, consider and take appropriate action on an agreement for Legal Services for the Williamson County Transformative Justice Program between Williamson County and Jo Poenitzsch; and exemption of such services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code(a)(4).

46. Discuss, consider and take appropriate action on an agreement for Legal Services for the Williamson County Transformative Justice Program between Williamson County and JR Hancock; and exemption of such services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code(a)(4).

47. Discuss, consider, and take appropriate action on Amendment No. 1 to the Supplemental Agreement No. 4 to the Agreement for Design & Engineering Services between Williamson County and Johnston, LLC being dated January 28, 2022, relating to the CJC Judges' Security Improvements.

48. Receive and acknowledge approval of Change Order No. 3 from J.T. Vaughn Construction, LLC. for the Justice Complex Improvements project to extend time for the completion of the project, which was approved by Williamson County Senior Director, Facilities Management, Dale Butler, pursuant to the Commissioner's Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.

49. Discuss, consider, and take appropriate action on approving Amendment No. 1 to the Professional Services Agreement with Verde Engineering, Inc. for Peer Review and consulting engineering services for the CJC Chiller Plant Upgrade for Facilities Management, not to exceed $5,000.00 and authorize execution of this Agreement.

50. Discuss, consider, and take appropriate action on approving the amendment to the Jail Central Control Upgrades contract #2024302 with Securitas Technology Corporation, originally approved on 09.17.2024, under agenda item #49, and authorize the execution of the amendment, to extend the project through October 31, 2025.

51. Discuss, consider, and take action to amend Contract #202569 with L&P Global Security, LLC to support 24-hour security services at Lake Creek Annex, originally approved in Commissioners Court on 11-26-2024, Agenda Item #43, to designate the Not-To-Exceed amount to be $300,000 per fiscal year, and authorizing the execution of the amendment.

52. Discuss, consider, and take appropriate action on Amendment No. 1 to the Professional Services Agreement for Design & Engineering Services between Williamson County and The Lawrence Group Architects of Austin, Inc relating to the Medic 41 Restroom Addition.

53. Discuss, consider, and take appropriate action on the Supplemental Agreement No. 3 for Design and Engineering Services between Williamson County and Marmon Mok, LP relating to the Williamson County Headquarters (P577).

54. Discuss, consider and take appropriate action on approving an additional three (3) month extension of agreement #2024272, at no additional cost to Williamson County, with the Manville Water Supply Corporation for the bulk water hydrant meter for CR 460, and authorizing the execution of the extension.

55. Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of $165,171.32 for Project 25IFB9 CR 255 Realignment (Jordan Foster Construction, LLC).

56. Discuss, consider, and take appropriate action regarding Change Order No. 4 in the amount of ($473,351.00) for Project 25IFB6 Bagdad ROW Clearing (Loop 332 to CR 281) (Rotten Apple Services, LLC).

57. Receive the October 2025 Construction Summary Report and PowerPoint Presentation.

58. Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission (THC), required as part of the Due Diligence Environmental Investigation on the CR 258 project, a 2023 Road Bond project in Commissioner Precinct 2.

59. Discuss, consider and take appropriate action on a Rule 11 Settlement Agreement with JNK Properties 1, LTD., to acquire 35.284 AC needed as right of way, 6.214 AC needed as a Transmission Line Easement, 0.385 AC needed as a drainage easement and 0.227 AC needed as an electric easement for the RM 2243/Hero Way project. (Parcels 316, 321, 321E, 330, 330E and 335).

60. Discuss, consider and take appropriate action accepting 2.0762 AC from RR 122 Holdings, LLC in a Consent and Development Agreement Donation Deed and 0.2509 AC in a Slope and Lateral Support Easement for the Ronald Reagan Segment C project.

61. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (1.359 acres) required for the construction of Ronald Reagan Blvd. Segment C (Mighty SAI Investments, LLC/ Parcel 24).

62. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (1.787 acres) required for the construction of Ronald Reagan Blvd Segment C (KR2VS, LLC/ Parcel 29).

63. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.2130 acres) required for the construction of Corridor A2. (Marie Carol Norstegaard and Allen Archie Bailey, as Trustees/ Parcel 28).

64. Discuss, consider and take appropriate action on a purchase contract with Kay Stone Moriarty and Tonja Kay Jones to acquire 0.1725 AC needed as right of way on the Ronald Reagan Segment D project (Parcel 19).

65. Discuss, consider and take appropriate action on a Rule 11 settlement agreement and an Agreed Final Judgment with Coneen Cantley a/k/a Coneen Brace to acquire 0.528 AC needed as right of way on the E. Wilco Highway Segment 2 project (Parcel 42).

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)."

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

* Discuss the acquisition of right-of-way for Hero Way.
* Discuss the acquisition of right-of-way for E. Wilco Highway Segment 2.
* Discuss the acquisition of real property on Ronald Reagan Blvd for the Long Range Transportation Plan.

67. 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 property located at 102 W. 3rd Street, Georgetown, Texas and 303, 307, 311 and 312 S. Main Street, Georgetown, Texas.

68. Discuss the following personnel matters pursuant to Texas Government Code Section 551.074:

a. Duties of the Williamson County Manager.

69. 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. Discuss legal matters relating to an Amended & Restated Interlocal Lease Agreement between Williamson County and the City of Georgetown for the lease of the County's property located at 8th Street and MLK Boulevard, Georgetown, Texas.

REGULAR AGENDA (continued)

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

71. Comments from Commissioners.

72. **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 15th day of October 2025 at 3:00 pm and remained posted for at least three business days before the scheduled date of the meeting.

Commissioners Court - Regular Session **4.**

Meeting Date: 10/21/2025

Budget Amendment Animal Shelter Fund

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

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforseeable circumstances and approve a budget amendment to acknowlege expenditures for the Animal Shelter Fund.

Background

Need additional funds for vehicle for shared Facilities/WCRAS maintenance tech. The cost of the vehicle was higher than budgeted, this budget amendment covers the Animal Shelter portion of the overage. The fund has a balance and will draw from the buydown dollars being paid in by City of Georgetown per the Shelter Agreement. Facilities had their portion of these funds on the October 14th agenda.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0545.0545.005700	Vehicles >$5,000	$3,303.75

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/15/2025 09:06 AM
Form Started By: Julie Kiley		Started On: 10/15/2025 06:48 AM
Final Approval Date: 10/15/2025		

Commissioners Court - Regular Session **5.**

Meeting Date: 10/21/2025

Justice of the Peace 3 SEPTEMBER 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, September 2025 Monthly Report in compliance with Code of Criminal Procedure § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CCP 103 - SEPTEMBER 2025

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/13/2025 02:44 PM
Form Started By: Mary Alcala		Started On: 10/13/2025 02:31 PM
Final Approval Date: 10/13/2025		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared 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 September 2025.

EVELYN McLEAN
JUSTICE OF THE PEACE
PRECINCT THREE

On this 6th day of October 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: **9/1/2025 - 9/30/2025** 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	171.75
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	11,800.00
	0100 - General Fund Total:	**11,971.75**
	Fee Totals for All Funds:	**11,971.75**

Payment Report - Fee Code Summary

Transaction Date: **9/1/2025 - 9/30/2025** 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	74.75	51	0.00	0	0.00	0	74.75	51
CERT	Certified Copy	2.00	1	0.00	0	0.00	0	2.00	1
CONT3	Constable Service Fee Pct #3	9,600.00	92	0.00	0	0.00	0	9,600.00	92
TRANS	Transcript	20.00	2	0.00	0	0.00	0	20.00	2
WEXEC	Writ of Execution	20.00	4	0.00	0	0.00	0	20.00	4
WGAR	Writ of Garnishment	5.00	1	0.00	0	0.00	0	5.00	1
WPOSS	Writ of Possession	50.00	10	0.00	0	0.00	0	50.00	10
WSF3	Constable #3 - Writ Service Fee	2,200.00	11	0.00	0	0.00	0	2,200.00	11

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	11,971.75	172	0.00	0	0.00	0	11,971.75	172

Payment Report - G/L and Fund Summary

Transaction Date: **9/1/2025 - 9/30/2025** 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	8,661.25
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	1,274.44
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-3-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	18.30
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	15.27
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	4,817.28
01-0100-0000-341911 - CRIMINAL FEES/OFFICE, CONST 1	L-004-3-01-0100-0000-341911: 01-0100-0000-341911 - Fees of Office, Crim. Const PCT #1	10.00
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	625.45
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	93,824.48
01-0100-0000-370500 - Miscellaneous Revenue	L-004-3-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	4.00
	0100 - General Fund Total:	**109,250.47**
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	53.19
	0361 - JP Security Fund Total:	**53.19**
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-3-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	7.05
	0365 - Child Safety Fund Total:	**7.05**
0367 - JP-3 Truancy Program Fund		
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	66.53
	0367 - JP-3 Truancy Program Fund Total:	**66.53**
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	53.19
	0372 - Justice Court Technology Fund Total:	**53.19**

Payment Report - G/L and Fund Summary

Transaction Date: **9/1/2025 - 9/30/2025** 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	26.60
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	532.32
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	53.22
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	79.89
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	469.72
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	0.77
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	95.98
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	26.65
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	187.50
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	169.32
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	2,868.78
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	6.44
	0399 - State Agency Fund Total:	**4,517.19**
JP BOND		
01-0100-0000-207020 - JP3 Bond Liability Account	L-004-3-02-00002: JP3 Registry Bond Account Liability	833.58
	JP BOND Total:	**833.58**
	Fee Totals for All Funds:	**114,781.20**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **9/1/2025 - 9/30/2025** 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
AFDPS	Arrest Fee - DPS (CCP 102.011)	51.26	17	0.00	0	0.00	0	51.26	17
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	15.27	6	0.00	0	0.00	0	15.27	6
CB	Cash Bond	833.58	2	0.00	0	0.00	0	833.58	2
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	532.32	23	0.00	0	0.00	0	532.32	23
CFINE	County Fine	93,824.48	865	0.00	0	0.00	0	93,824.48	865
CHS	Courthouse Security Fee (CCP 102.017)	39.91	23	0.00	0	0.00	0	39.91	23
CHSJC	JP Security Fee (CCP 102.017)	13.28	22	0.00	0	0.00	0	13.28	22
COLLFEE	Collection Agency Fee	8,661.25	142	0.00	0	0.00	0	8,661.25	142
COPY	Copies	1.59	2	0.00	0	0.00	0	1.59	2
CSFF	Child Safety Fee (CCP 102.014(d))	60.00	1	0.00	0	0.00	0	60.00	1
CSSF	Child Safety School Fee (CCP 102.014(c))	7.05	1	0.00	0	0.00	0	7.05	1
DDF	Deferred Disposition Fee	4,739.00	47	0.00	0	0.00	0	4,739.00	47
FNTC1	Child Safety Seat Fine Trauma Center	187.50	3	0.00	0	0.00	0	187.50	3
IDF	Indigent Defense Fee (LGC 133.107)	26.65	23	0.00	0	0.00	0	26.65	23
JCTF	Justice Court Technology Fee (CCP 102.0173)	53.19	23	0.00	0	0.00	0	53.19	23
JFR	Jury Reimbursement Fee (CCP 102.0045)	53.22	23	0.00	0	0.00	0	53.22	23
JTP	Juvenile Truancy Program (CCP 102.0174)	66.53	23	0.00	0	0.00	0	66.53	23
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	13.30	22	0.00	0	0.00	0	13.30	22
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	13.30	22	0.00	0	0.00	0	13.30	22
JUSFC	Judicial Support Fund - County (LGC 133.105)	8.00	22	0.00	0	0.00	0	8.00	22
JUSFS	Judicial Support Fund - State (LGC 133.105)	71.89	23	0.00	0	0.00	0	71.89	23
LT10	Overpayments < $10	4.00	1	0.00	0	0.00	0	4.00	1
MVF	Moving Violation Fee (CCP 102.022)	0.77	12	0.00	0	0.00	0	0.77	12
OMNI	OMNI Fee	33.87	12	0.00	0	0.00	0	33.87	12
OMNIC	OMNI Fee - County	22.57	12	0.00	0	0.00	0	22.57	12
OMNIS	OMNI Fee - State	112.88	12	0.00	0	0.00	0	112.88	12
OPAY	Over Payments > $10	18.30	1	0.00	0	0.00	0	18.30	1
SFC1	Service/Arrest Fee - Const. 1	10.00	2	0.00	0	0.00	0	10.00	2
SFC3	Service/Arrest Fee - Const. 3	136.40	21	0.00	0	0.00	0	136.40	21
SFMCWV	State Fine - Motor Carrier Weight Violation	2,868.78	22	0.00	0	0.00	0	2,868.78	22

Payment Report - Fee Code Summary

Transaction Date: **9/1/2025 - 9/30/2025** 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**
SFOC	Service Fee - Out of County	7.09	3	0.00	0	0.00	0	7.09	3
STF	State Traffic Fee (TC 542.4031)	95.98	5	0.00	0	0.00	0	95.98	5
TPC	Time Payment Fee - County	3.22	1	0.00	0	0.00	0	3.22	1
TPS	Time Payment Fee - State	3.22	1	0.00	0	0.00	0	3.22	1
TPWF	Texas P&W Fine	1,274.44	19	0.00	0	0.00	0	1,274.44	19
UFA	Uniform Traffic Act (TC 542.403)	9.60	5	0.00	0	0.00	0	9.60	5
WARC3	Warrant Fee - Constable Pct. 3	489.05	12	0.00	0	0.00	0	489.05	12
WFDPS	Warrant Fee - DPS	418.46	9	0.00	0	0.00	0	418.46	9
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		114,781.20	1,485	0.00	0	0.00	0	114,781.20	1,485

Commissioners Court - Regular Session **6.**

Meeting Date: 10/21/2025

Property Tax Collections – September 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 September 2025 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

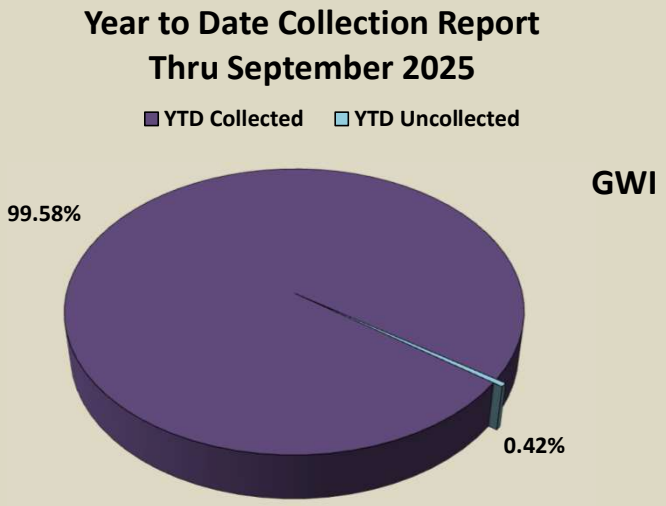
Attachments

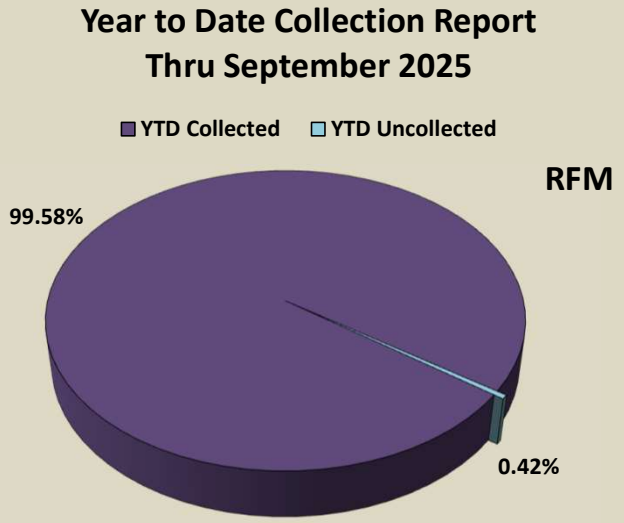
090125-093025 GWI-RFM graph

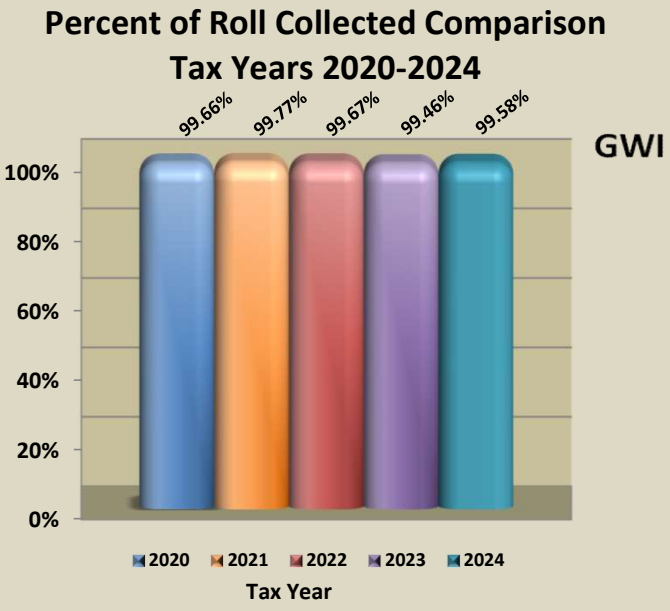
090125-093025 GWI-RFM

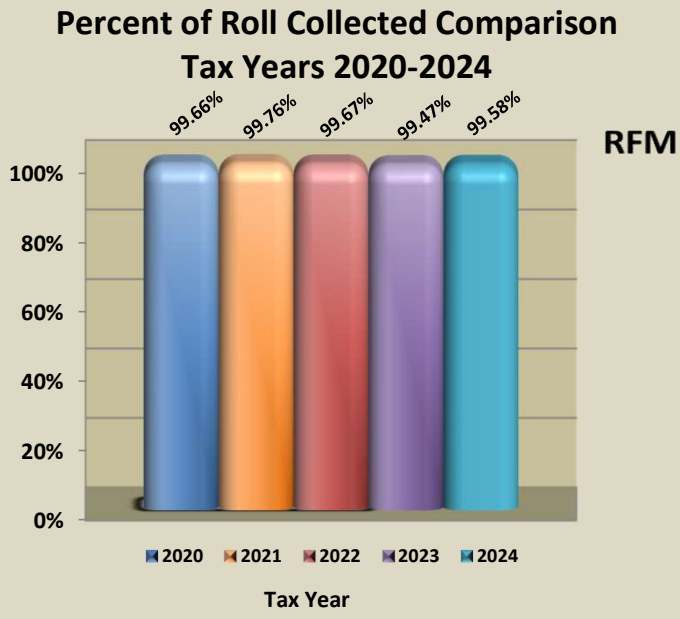
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/14/2025 08:15 AM
Form Started By: Rebecca Bruton		Started On: 10/14/2025 07:40 AM
Final Approval Date: 10/14/2025		


Year to Date Collection Report
Thru September 2025
YTD Collected
YTD Uncollected
GWI
99.58%
0.42%


Year to Date Collection Report
Thru September 2025
YTD Collected
YTD Uncollected
RFM
99.58%
0.42%


Percent of Roll Collected Comparison
Tax Years 2020-2024
GWI
99.66%
99.77%
99.67%
99.46%
99.58%
100%
80%
60%
40%
20%
0%
2020
2021
2022
2023
2024
Tax Year


Percent of Roll Collected Comparison
Tax Years 2020-2024
RFM
99.66%
99.76%
99.67%
99.47%
99.58%
100%
80%
60%
40%
20%
0%
2020
2021
2022
2023
2024
Tax Year

YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
September 30, 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	($4,367,923.86)	$455,522,689.84	($56,080.54)	$75,734.70	($3.60)	$1,915,100.80	$453,607,589.04	99.58%	99.84%	99.51%
2023 & Prior	$4,214,726.82	($5,181,340.47)	($966,613.65)	($129,325.63)	$20,796.54	$14.94	$2,102,940.95	($3,069,554.60)	317.56%	287.64%	
Rollbacks	$811,847.39	$1,013,858.82	$1,825,706.21	$33,530.31	$1,309.27	$0.00	$531,939.22	$1,293,766.99	70.86%	70.97%	
Total All	$464,917,187.91	($8,535,405.51)	$456,381,782.40	($151,875.86)	$97,840.51	$11.34	$4,549,980.97	$451,831,801.43	99.00%	99.32%	

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	($469,679.14)	$58,067,506.46	($5,100.70)	$9,518.52	($0.48)	$241,655.81	$57,825,850.65	99.58%	99.84%	99.53%
2023 & Prior	$490,413.73	($620,437.08)	($130,023.35)	($17,639.43)	$2,218.38	$1.68	$221,021.83	($351,045.18)	269.99%	242.89%	
Rollbacks	$82,906.04	$111,953.60	$194,859.64	$3,584.33	$132.29	$0.00	$59,202.33	$135,657.31	69.62%	69.72%	
Total All	$59,110,505.37	($978,162.62)	$58,132,342.75	($19,155.80)	$11,869.19	$1.20	$521,879.97	$57,610,462.78	99.10%	99.42%	

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
Sep-25	$514,107,095.42	-$516,899.12	$513,590,196.30	-$61,181.24	$85,253.22	-$4.08	$2,156,756.61	$511,433,439.69

Commissioners Court - Regular Session **7.**

Meeting Date: 10/21/2025

Deputy Appointment

Submitted For: Kevin Wilkie **Submitted By:** Byron Totty, Constable Pct. #3

Department: Constable Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action concerning the appointment of Joel Fischetti as Deputy Constable for Precinct 3.

Background

Joel Fischetti has been selected to fill the vacant Deputy (Sergeant) position at Constable Pct. 3 after having completed a background investigation and interview process. Fischetti is a Master Peace Officer with 17 years of experience and 6 years of that with Constables' Offices in Williamson County. Fischetti and his family are residents in Williamson County.

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	10/14/2025 02:42 PM
Form Started By: Byron Totty		Started On: 10/14/2025 02:28 PM
Final Approval Date: 10/14/2025		

Commissioners Court - Regular Session **8.**

Meeting Date: 10/21/2025

Indigent/Abandoned Burial

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

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order for Interment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Delia Colon	10/10/2025 12:07 PM
Form Started By: Andrea Schiele		Started On: 10/10/2025 11:38 AM
Final Approval Date: 10/10/2025		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ORDER OF COMMISSIONERS COURT
OF WILLIAMSON COUNTY, TEXAS
AUTHORIZING INTERMENT
OF DECEDENT'S REMAINS
(Danny Ray Burton)

Pursuant to the Laws and Rules of the State of Texas, the Texas Health & Safety Code, Chapter 711, Section 711.002(e), and the common law granting the County authority to regulate the public health and safety, the Commissioners Court of Williamson County finds that:

Danny Ray Burton (SSN xxx-xx-1826) passed away on September 14, 2025, at the age of 64, while living in Round Rock, Williamson County, Texas.

The Court also finds that there has been an investigation to obtain information regarding next of kin and the ability to pay for interment expense. However, all attempts to contact any known next of kin of the deceased's family have failed to identify any responsible or known next of kin with the ability to pay for necessary expenses. In the facts presented in this case, the deceased's body has either become abandoned or those with the ability to pay are unable to do so.

The Court finds that this case involves either an abandoned body or is qualified for indigent burial; therefore, the duty to cover the costs of interment falls to Williamson County.

IT IS THEREFORE ORDERED THAT the deceased body shall be interred (*i.e.,* permanent disposition of remains by entombment, burial, or placement in a niche).

IT IS FURTHER ORDERED THAT costs of cremation of the deceased be paid by Williamson County, Texas in accordance with its policies and regulations and that Beck Funeral Home is granted authority to cremate the deceased.

Signed and entered this 21st day of October 2025.

_____
Hon. Steve Snell
Williamson County Judge

Commissioners Court - Regular Session **9.**

Meeting Date: 10/21/2025

Approval of Agreement #2026-012 for Performance Center Software Subscription from Catalis Public Works and Citizen Engagement, LLC for Information Services

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the agreement #2026-012 between Williamson County and Catalis Public Works and Citizen Engagement, LLC, for Performance Center reporting software, covering the term of October 1, 2025 – September 30, 2026, for the annual amount of $85,255.00 pursuant to BuyBoard Contract #692-23 and authorizing the execution of the agreement.

Background

The approval of this Agreement supports the County Auditors Office for Performance Center reporting software. Performance Center provides business intelligence and transparency reporting, analytics and dashboard tools for financial, purchasing and performance reporting. The order form attached describes the details. Funding source is 01.0100.0503.004505 as per the FY26 budget. Origination #3582. The department point of contact is Nathan Zinsmeyer.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement Redacted

Form 1295

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/10/2025 02:11 PM
Form Started By: Barbi Hageman		Started On: 10/06/2025 09:38 AM
Final Approval Date: 10/10/2025		

Docusign Envelope ID: [redacted]

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM TO THE MASTER SOFTWARE SUBSCRIPTION AND SERVICES AGREEMENT WITH CATALIS PUBLIC WORKS & CITIZEN ENGAGEMENT, LLC (Performance Center reporting software – FY26)

The underlying County Addendum (the "Addendum") to the Master Software Subscription and Services Agreement ("Agreement"), between Catalis Public Works & Citizen Engagement, LLC. ("Catalis") and Williamson County, Texas ("Customer" or "The County") is amended as specifically set forth herein to incorporate the terms and conditions of this Addendum. As amended, this Addendum shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum shall have the meanings attributed to them in the Agreement. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum, the following terms and conditions of this Addendum shall control:

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

   - This Addendum;
   - Catalis's Master Software Subscription and Services Agreement, incorporated by reference;
   - Cooperative purchasing contract Buyboard 692-23
   - Catalis Order Form No.: [redacted]

2. **No Indemnification by The County.** Any indemnification provisions are subject to the Constitution and the laws of the State of Texas. Therefore, any agreement to indemnify or hold harmless any other party, including but not limited to Catalis; may be deemed void.

3. **Venue and Governing Law.** Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent

Docusign Envelope ID: [redacted]

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 The County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

5. **The County's Right to Audit.** Catalis agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Catalis which are directly pertinent to the services to be performed under this Agreement for the purposes financial compliance with the agreement. Catalis agrees that The County shall have access during normal working hours to all necessary Catalis 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 Catalis reasonable advance notice of intended audits.

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

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

   In the event that an error appears in an invoice submitted by Catalis, The County shall notify Catalis 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 Catalis, Catalis shall be entitled to receive interest on the unpaid balance of the invoice submitted by Catalis beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of The County,

Docusign Envelope ID: [redacted]

Catalis shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

8. **General Insurance Requirements.** This provision shall apply in the event insurance is required under the Agreement. **"Williamson County, Texas" and its directors, officers and employees shall be added as additional insureds** under the general liability and auto liability coverages of required policies, and on those policies where The County, its directors, officers and employees are additional insureds, such insurance shall be primary, and any insurance maintained by The County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of The County. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating,as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. Catalis shall furnish The County with a certification of coverage issued by the insurer. Catalis shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, Catalis shall also notify The County, within twenty-four (24) hours of receipt of any notices of expiration, cancellation, non- renewal, or material change in coverage it receives from its insurer.**

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

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

11. **Texas Public Information Act.** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that The County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to The County as to whether or not the same are available to the public. It is further understood that The County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that The County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to The County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General

Docusign Envelope ID: [redacted]

of the State of Texas. To the extent possible, should there be a disclosure request, notice shall be given to Catalis.

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

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

CATALIS PUBLIC WORKS & CITIZEN ENGAGEMENT, LLC.

By: Signed by: 2A813E7949F84A9... _____

Printed Name: Teresa Yeager

Title: EVP

Date: October 02, 20 25

WILLIAMSON COUNTY, TEXAS

By: _____

Title: As Presiding Officer, Williamson Commissioners Court

Date: _____ ____, 20___

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Oct 02 2025 Time: 2:44 pm

Reviewed by Contract Audit
Joel Brophy
Internal Audit Director
Williamson County Auditor's Office
Date: Oct 02 2025 Time: 1:14 pm

Docusign Envelope ID: [redacted]

Catalis
3025 Windward Plaza, Suite 200
Alpharetta, GA 30005

Buyboard Contract No.: 692-23
No.: [redacted]
Order Form Date: Sept 8, 2025

ORDER FORM

CUSTOMER INFORMATION

Customer:	Williamson County, TX	Phone:	512-962-3000
Primary Contact:	Minnie Beteille, minnie.beteille@wilcotx.gov	Address:	710 South Street Georgetown, TX 78626
System Administrator:	Minnie Beteille, minnie.beteille@wilcotx.gov		
Billing Contact:	Minnie Beteille	ACH:	☐
Billing Email:	minnie.beteille@wilcotx.gov	PO Required:	☐ PO No.:
Billing Phone:	512-962-3000	Tax Exempt:	☒

Catalis Representative: Joel Mazurkewich, joel.mazurkewich@catalisgov.com

TERM

Subscription Start Date: October 1, 2025

The Subscription Start Date is the date the Software will be provisioned to the System Administrator. The Initial Term of the Subscription shall begin on the Subscription Start Date and will end September 30, 2026 ("Initial Term").

BILLING SUMMARY

1. Software Subscription Fees and Recurring Professional Services Fees shall be billed up on the Subscription Start Date and annually in advance thereafter.
2. Invoices shall be due and payable within thirty (30) calendar days following invoice by Catalis.
3. Any Recurring Fees will increase annually by the greater six percent (6%) or by the increase in the Consumer Price Index ("CPI") for the prior calendar year.

PRICING

Pricing below is valid through October 1, 2025. Pricing is subject to change after this date.

1. Software Subscription Fees

	Year 1
Performance Center Annual Subscription *Performance Center Financial Intelligence* *Performance Center Procurement Intelligence* *Performance Center Project Intelligence* *Performance Center Asset Intelligence*	$56,456.00
MyGov Center Transparency Annual Subscription	$28,799.00
Total Subscription Fees	**$85,255.00**

Catalis
3025 Windward Plaza, Suite 200
Alpharetta, GA 30005

Buyboard Contract No.: 692-23
No. [redacted]
Order Form Date: Sept 8, 2025

TERMS AND CONDITIONS

The Agreement contains the following, listed in order of appearance:

This Order Form
The Master Software Subscription and Services Agreement
https://catalisgov.com/master-software-subscription-and-services-agreement/

In the occurrence of a conflict between any of the above with one another, this Order Form shall control.

General Notes:

1. Capitalized terms used herein but not defined in this Order Form have the meanings given to them in the Master Software Subscription and Services Agreement.
2. Order Form line items represent estimates based upon initial evaluation of project complexity and duration. The actual time to complete the scope of work may vary. The Pricing listed above is estimated based on the information available to Catalis at the time of the making of this Order Form.
3. Following adoption of this Order Form, changes to the Statement of Work must be memorialized with a written Amendment or Work Order, without regard to whether the change affects costs, and must be approved in writing by Catalis and the Customer. If the changes impact cost, an estimate of the cost impact shall be included. Any cost for future Professional Services, customizations, modifications, or integrations shall be provided at the Catalis standard hourly services rate. The Statement of Work shall be subject to the terms of this Agreement.

ACCEPTANCE

By signing below, signatories represent that they are validly authorized to enter into this Order Form and accept their terms and conditions. The Order Form is dated effective and shall be considered binding upon execution ("Effective Date") by and between both parties.

Williamson County, TX:		**CATALIS PUBLIC WORKS & CITIZEN ENGAGEMENT, LLC:**	
By:	_____	By:	Signed by: 2A813E7949F84A9...
Name:	_____	Name:	Teresa Yeager
Title:	_____	Title:	EVP
Date:	_____	Date:	9/30/2025 | 3:35:02 PM EDT

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:
2025-1367342

Date Filed:
09/23/2025

Date Acknowledged:
10/06/2025

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

Catalis Public Works & Citizen Engagement, LLC
Alpharetta, GA United States

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

Williamson County TX

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

2026-012
Software Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Catalis Holdco, Inc.	Alpharetta, GA 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)

Docusign Envelope ID: 923021D7-2622-4506-ABF0-3694FDE00845

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:
2025-1367342

Date Filed:
09/23/2025

Date Acknowledged:

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

Catalis Public Works & Citizen Engagement, LLC
Alpharetta, GA United States

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

Williamson County TX

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

2026-012
Software Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Catalis Holdco, Inc.	Alpharetta, GA 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 _____, _____, _____, _____, Hennepin
(city) (state) (zip code) (country)

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

Executed in Hennepin County County, State of MN, on the 23rd day of September, 2025.
(month) (year)

Signed by:
Eric Johnson
7BE9D2804187444...
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **10.**

Meeting Date: 10/21/2025

Williamson County Economic Development Partnership Contract

Submitted By: Connie Odom, Public Information Office

Department: Public Information Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the contract between Williamson County and the Williamson County Economic Development Partnership for FY26.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WilCo EDP FY26 Contract

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	10/02/2025 01:47 PM
County Judge Exec Asst.	Andrea Schiele	10/03/2025 01:45 PM
Form Started By: Connie Odom		Started On: 10/02/2025 01:26 PM
Final Approval Date: 10/03/2025		

CONTRACT
IN THE PUBLIC INTEREST
BETWEEN
WILLIAMSON COUNTY, TEXAS
AND
WILLIAMSON COUNTY ECONOMIC DEVELOPMENT PARTNERSHIP, INC.
(FY2026)
(ECONOMIC DEVELOPMENT)

This Contract is entered into by and between Williamson County, Texas a political subdivision of the State of Texas, hereinafter referred to as "County", and Williamson County Economic Development Partnership, Inc., hereinafter referred to as "EDP".

WITNESSETH

WHEREAS, County is authorized pursuant to Section 381.004 of the Texas Local Government Code to develop and administer a program for local economic development, to stimulate, encourage, and develop business location and commercial activity in its jurisdiction; and

WHEREAS, County is authorized to contract with EDP to provide economic development services in relation to a program for local economic development and to use county funds for such program; and

WHEREAS, in 2014, County; the municipalities of Cedar Park, Leander, Hutto, Taylor, Georgetown and Jarrell; and the Round Rock Chamber of Commerce, Inc. created the EDP to collectively work together in cooperation as member governments to support and develop aggressive economic development efforts that would benefit Williamson County, Texas; and

WHEREAS, County and the EDP desire to set forth services to be provided by EDP and the funding that County will assist and aid EDP in performing such services; and

WHEREAS, County believes that it is in the public interest to enter into this Contract with EDP and that the services to be provided by the EDP will serve a public purpose; and

NOW, THEREFORE, THE PARTIES agree as follows:

1. Public Purpose and Public Benefit. EDP shall use the funding paid by County hereunder to perform the services and achieve the broad goals outlined in this Contract. EDP will undertake to administer and continually assist in developing an aggressive economic development

program for the entities of the Williamson County Economic Development Partnership, Inc. In order to do so and in consideration of the County's funding hereunder, EDP agrees to provide services to include, but not be limited to the following:

a. EDP shall encourage and assist expansion by manufacturers currently located in Williamson County, Texas;
b. EDP shall make reasonable efforts necessary to develop and recruit new businesses to be located in Williamson County, Texas;
c. EDP shall host economic development prospects that visit Williamson County, Texas, as well as travel outside the region to visit such prospects who are interested in locating in the county;
d. EDP shall market Williamson County, Texas to targeted industries such as the technology-based or medical industries;
e. EDP shall take actions necessary to make Williamson County, Texas more competitive by creating incentives for companies to do business in the area;
f. EDP shall maintain an on-line marketing presence on behalf of the County and its partners through the EDP's website;
g. EDP shall host an annual Site Selector Event and The Champions Lunch in Williamson County, Texas;
h. EDP shall maintain a comprehensive database of available economic development sites and facilities in Williamson County, Texas;
i. EDP shall develop communication among all necessary parties related to economic prospects and projects;
j. EDP shall seek other funding sources in addition to the funding provided herein;
k. EDP shall provide consulting services related to economic development to County and the partners of the EDP as necessary;
l. EDP shall employ dedicated, qualified and competent staff, who shall report to and be under supervision of the EDP Board, that shall administer, manage and provide the services set out herein;
m. EDP's staff shall update the Williamson County Commissioners Court quarterly or as needed in executive session regarding specific economic development projects affecting the County;
n. EDP shall provide all administrative resources, offices, and office supplies necessary to carry out the services and obligations set out hereunder; and
o. The EDP shall promote and market the County fairly and equally with other partners of the EDP (NOTE: such marketing information will be accomplished in good faith and in coordination with the County's Public Affairs Office).

2. Reports. EDP shall make at least one annual presentation to the Commissioners Court pertaining to activities, accomplished goals, and those pending projects which may be appropriately mentioned during a public sessions of the Commissioners Court. The purpose of such presentation will be to both update the full Commissioners Court, as well as highlight efforts and achievements to the public.

3. Fee and Payment Terms. County agrees to provide funding to EDP in the amount of **$500,000.00.** County shall pay an initial installment of **$41,666.74** on or before **October 15, 2025.** Following the initial installment, all other installments will be paid by County in the amount

of **$41,666.66 each** during the first week of each month until the last monthly installment is paid during the first week of **September 2026**.

4. EDP Board Representation. The County shall have the right to appoint and, thereafter, at all times, maintain three (3) voting members on the EDP's Board of Directors, which currently amounts to Twenty Percent (20%) of the entire voting membership on the EDP's Board of Directors. The EDP agrees that the County's right to appoint Twenty Percent (20%) of the voting members of the EDP's Board of Directors shall be preserved if the EDP's voting membership on the Board of Directors is enlarged following execution of this Contract. Failure of the County to appoint persons to the EDP's Board of Directors shall not be deemed a waiver of the County's right to make an appointment at a later date. The County shall receive advance written notice of all meetings of the EDP's Board of Directors and copies of all actions by the EDP's Board of Directors.

5. Reimbursement of Funds. Despite the agreed upon payment terms set forth above, EDP agrees to reimburse County for funds distributed to EDP if (a.) EDP's uses the funding for inappropriate purposes that do not directly relate to the public purpose goals, intent and services set out herein; (b.) EDP's uses the funding for purposes and expenditures that a Texas political subdivision would not be authorized to expend taxpayer funds on (c.) EDP changes its operations in such a way that, in County's opinion, the EDP no longer serves a public purpose; (d.) the breach by EDP 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 County to EDP of such breach; or (e.) EDP assigns or otherwise transfers its interest in its operations to another entity without the prior written consent of County. Any reimbursement of funds under this provision shall be prorated based on those portions that were reasonably used in accordance with the terms hereof and for the intended purposes set out herein.

6. Records. EDP shall keep sufficient records of all of its expenditures in connection with services rendered pursuant to this Contract. EDP agrees that the Williams County Auditor shall have the right to audit such EDP records on an annual basis along with their regular review of records in a manner and form to be agreed upon by County and EDP. EDP further agrees that County, Williams County Auditor or their 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 EDP which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. EDP expressly agrees that County shall have access during normal working hours to all necessary EDP facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Additionally, County shall give EDP reasonable advance notice of intended audits.

7. Independent Contractor/Indemnity. It is understood and agreed that EDP is not and shall not in any sense be considered an employee, partner or joint venturer with County, additionally neither shall EDP be considered or in any manner hold itself out as an agent or official representative of County. EDP shall be considered an independent contractor for purposes of this Contract and shall in no manner incur any expenses or liability on behalf of County.

EDP FURTHER AGREES TO HOLD 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 EDP.

8. Compliance with All Laws. EDP and 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.

9. 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:

County:

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

EDP:

See Address Below Signature Block

General Counsel:
General Counsel
Office Of Williamson County Judge
401 W. 6th Street
Georgetown, Texas 78626

10. No Assignment. This Contract may not be assigned without the consent of the non-assigning party.

11. 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 EDP;
b. the insolvency of EDP, the filing of a petition in bankruptcy either by or against EDP, or an assignment by EDP for the benefit of creditors;
c. the breach by EDP 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 County to EDP of such breach.
d. upon County's sole discretion with or without cause by providing thirty (30) days written notice.

12. Term. This Contract shall commence as of the date of the last party's execution herein-below and continue thereafter until **September 30, 2026,** but with on-going contractual obligations relating to audits and record keeping by EDP extending beyond the termination date and the payment of funds by County.

13. 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.

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

15. 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

16. Mediation. The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

17. Entire Agreement. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

Executed by the parties below to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY, TEXAS (County):

By: _____

Printed Name: _____

Capacity: As Presiding Officer
Williamson County Commissioners Court

Date: _____ _____, 20____

WILLIAMSON COUNTY ECONOMIC DEVELOPMENT PARTNERSHIP, INC. (EDP):

By: Dave Porter

Printed Name: DAVE PORTER

Capacity: Authorized Agent Williamson County
Economic Development Partnership, Inc.

Date: 09/29/2025, 2025

Address: 11900 W. PARMER LANE, CEDAR PARK, TX 78631
Attn: DAVE PORTER
_____, _____

Commissioners Court - Regular Session **11.**

Meeting Date: 10/21/2025

AGR

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

Department: All District Courts

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a Legal Services Agreement for Williamson County District Courts between Williamson County and Elizabeth Branch; and the exemption of such services from the competitive bid/proposal requirements of the County Purchasing Act (personal or professional services, Texas Loc. Gov't Code)
262.024(a)(4)).

Background

The contract would provide for general legal consultation with the District Courts of Williamson County on family law and related issues, an amount not to exceed 10,000.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Branch Legal Services

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/13/2025 10:26 AM
Form Started By: August Alvarado		Started On: 10/13/2025 09:38 AM
Final Approval Date: 10/13/2025		

LEGAL SERVICES CONTRACT
FOR
DISTRICT COURTS

This Legal Services Contract for Williamson District Courts ("Contract") is made by and between the parties identified below for the purposes of providing legal services to the District Courts of Williamson County, Texas.

NOW THEREFORE, the Parties agree as follows:

1. **Parties.** The Parties are the County and Attorney.

2. **County** shall mean Williamson County, Texas, acting by and through its duly elected County Judge and Commissioners Court.

3. **District Courts** shall mean and include the Williamson County District Courts.

4. **Attorney** shall mean **Elizabeth Branch**.

5. **Term.** The term of this contract shall be for 12 months beginning on **October 1, 2025,** and ending on **September 30, 2026**, unless sooner terminated as set forth herein.

6. **Fee, Expenses and Not-to-Exceed Amount.** County agrees to pay Attorney **$150.00** per hour for performance of the legal services described herein. In addition to the hourly legal fees, copying charges and third-party expenses paid or incurred by the Attorney in the performance of legal services for the County will be invoiced without markup to the County and must comply with the Williamson County Vendor Reimbursement Policy, as amended.

   The total amount of fees and expenses under this Contract shall not exceed **$10,000.00** during the Term without express approval by the Williamson County Commissioners Court.

7. **Scope of Legal Services.** At the request of the presiding judge of a District Court, Attorney shall provide the following scope of legal services:

   Civil Courts including Family Courts

   - Conduct legal research on petitions seeking extraordinary remedies, such as writ of habeas corpus, mandamus, or certiorari;
   - Review civil complaints filed by inmates, conduct legal research;
   - Conduct legal research as requested;
   - Review/draft proposed orders and findings of fact and conclusions of law as required;

- Review motions submitted by the parties, perform legal research on legal issues/arguments presented by the parties, brief judges on proposed motions/orders and assist with preparation of jury charges.

It is understood and agreed that all legal services performed for a judge of a District Court under this Contract shall be submitted to the judge for his or her review and consideration; and such services shall not supplant, conflict or interfere with such judge's absolute judicial discretion, opinions or decisions.

8. **Attorney Qualifications.** By signing this Contract, Attorney represents to the County that he or she meets the following minimum qualifications:

   A. Maintains the minimum qualifications to practice law in the State of Texas and will immediately inform the District Courts and the County of any change in status with the State Bar of Texas;
   B. Is familiar with the Texas Family Code, the Texas Rules of Evidence, Texas Civil Codes, Texas Rules of Civil Procedure, Texas Disciplinary Rules of Professional Conduct, Texas case law and the local rules of practice for the District Courts of Williamson County, Texas;
   C. Has a history providing effective assistance of counsel and quality legal representation;
   D. Consistently demonstrates professionalism, proficiency and reliability in representing clients, and in dealing with the Texas courts and opposing attorneys;
   E. Is of sound mind, as well as good moral and ethical character; and
   F. Has not been sanctioned by a court for any type of unprofessional conduct or abusive conduct; and
   G. Maintains a principal office in Travis County (A principal office is the commercial location where the attorney conducts the majority of his or her practice and does not include a post office address).

9. **Independent Contractor.** The Parties acknowledge that Attorney is a skilled professional who will be rendering professional services pursuant to this Contract. Attorney will use Attorney's professional judgment and expertise to accomplish the details of Attorney's work hereunder. Attorney is, and shall for all purposes be considered, an independent contractor, and nothing in this Contract shall be deemed to create or imply an agency or employment relationship between Attorney and the County. In this respect, Attorney acknowledges and agrees that Attorney shall have no right or authority to commit or obligate the County in any way to any third party or parties unless specifically authorized to do so by the Williamson County Commissioners Court. Further, Attorney acknowledges and agrees that Attorney will not be entitled to any benefits generally provided by the County to its employees (including, without limitation, health insurance, retirement, severance, vacation, and disability) or any compensation other than what is set forth herein.

10. **Standard of Performance.** Attorney shall provide the legal services hereunder in accordance with the following minimum standards of performance:

    A. Provide quality, effective and competent legal representation to the District Courts in a professional, skilled manner consistent with the attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and all applicable laws;
    B. Attorney shall not accept any payments or gifts of any kind from any third-party for legal services provided to a District Court under this Contract;

C. Except when required by the Texas Disciplinary Rule of Professional Conduct or any other applicable law, Attorney shall not release confidential attorney-client information or work product related to any case or matter relating to services performed under this Contract; and
D. Attorney shall not represent any third-party when to do so would create a conflict of interest in relation to service performed under this Contract. In the event of a conflict of interest, Attorney shall immediately notify the District Courts, and if so ordered, withdraw or cease from further representation of such third-party.

11. Continuing Requirements. In addition to the foregoing qualifications and performance standard, Attorney shall maintain the minimum qualifications to practice law in the State of Texas and must immediately inform the District Courts of any change in the status of the Attorney's law license. Upon request, Attorney shall provide District Courts with proof of licensure in good standing.

12. Termination of Contract. This Contract may be terminated as follows:

A. If Attorney fails to perform the duties set forth in this Contract:
B. Attorney may terminate this Contract if County fails to make timely payments as specified herein;
C. Either party may terminate this agreement, without cause, upon ten (10) days' written notice to the other party.

13. Effect of Termination upon the Attorney-Client Relationship. The attorney-client relationship commences upon the commencement of legal services by Attorney hereunder and shall survive the termination of the Contract.

14. Miscellaneous Provisions.

A. Severability. If any provision of this Contract 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 Contract 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 Contract 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 Contract and be deemed to be validated and enforceable.
B. Venue and Governing Law. Each party to this Contract hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Contract 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 Contract is governed by the laws of the United States, this Contract shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

C. Successors and Assigns; Assignment. This Contract shall be binding upon and inure to the benefit of Parties hereto and their respective successors and assigns. No party to this Contract may assign or transfer its interest in or obligations under this Contract without the prior written consent of all Parties to this Contract.

D. Compliance with Laws. Each party to this Contract 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 Contract. When required, Attorney shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

E. County's Right to Audit. Attorney agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, has the right to examine and photocopy any and all books, documents, papers and records of Attorney which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Attorney agrees to provide information necessary to conduct the audit upon request.

F. Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Contract 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 Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.

G. Payment, Interest and Late Payments. 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 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 County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. If an error appears in an invoice submitted by Attorney, County shall notify Attorney 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 Attorney, Attorney shall be entitled to receive interest on the unpaid balance of the invoice submitted by Attorney beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, Attorney 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.

H. Non-Exclusive Agreement: This Contract is not exclusive. Accordingly, County shall have the right to enter into one or more agreements relating to the same or similar matters as are covered by this certain Contract, and execution by County of such contracts shall not constitute a breach of this Contract.

I. Bidding Exemption. This Contract is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.

15. Entire Agreement. This Contract represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by each party to this Contract. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

IN WITNESS WHEREOF, the Parties have duly executed this Contract to be effective as of the date of the last party's execution below.

County:

By: _____
County Judge/Presiding Officer

Date: _____ _____, 20____

Attorney:

By: _____

Printed Name: Elizabeth Branch

Title: Attorney

Date: October 10, 2025

Approved as to form and substance on behalf of the Williamson District Courts:

By: _____

Printed Name: _____

Presiding Judge of the _____ District Court of Williamson County

Date: _____ ____, 20_____

Commissioners Court - Regular Session **12.**

Meeting Date: 10/21/2025

AGR_2

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

Department: All District Courts

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a Legal Services Agreement for Williamson County District Courts between Williamson County and Audrey Blair; and exemption of such services from the competitive bid/proposal requirements of the County Purchasing Act (personal or professional services, Texas Loc. Gov't Code 262.024(a)(4)).

Background

The contract would provide for general legal consultation with the District Courts of Williamson County on family law and related issues, an amount not to exceed 10,000.00 per judge.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Blair Legal Services

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/13/2025 01:00 PM
Form Started By: August Alvarado		Started On: 10/13/2025 12:51 PM
Final Approval Date: 10/13/2025		

LEGAL SERVICES CONTRACT
FOR
DISTRICT COURTS

This Legal Services Contract for Williamson District Courts ("Contract") is made by and between the parties identified below for the purposes of providing legal services to the District Courts of Williamson County, Texas.

NOW THEREFORE, the Parties agree as follows:

1. **Parties.** The Parties are the County and Attorney.

2. **County** shall mean Williamson County, Texas, acting by and through its duly elected County Judge and Commissioners Court.

3. **District Courts** shall mean and include the Williamson County District Courts.

4. **Attorney** shall mean **Audrey J. Blair**.

5. **Term.** The term of this contract shall be for 12 months beginning on **October 1, 2025,** and ending on **September 30, 2026**, unless sooner terminated as set forth herein.

6. **Fee, Expenses and Not-to-Exceed Amount.** County agrees to pay Attorney **$200.00** per hour for performance of the legal services described herein. In addition to the hourly legal fees, copying charges and third-party expenses paid or incurred by the Attorney in the performance of legal services for the County will be invoiced without markup to the County and must comply with the Williamson County Vendor Reimbursement Policy, as amended.

   The total amount of fees and expenses under this Contract shall not exceed **$10,000.00** per judge during the Term without express approval by the Williamson County Commissioners Court.

7. **Scope of Legal Services.** At the request of the presiding judge of a District Court, Attorney shall provide the following scope of legal services:

   Civil Courts including Family Courts

   - Conduct legal research on petitions seeking extraordinary remedies, such as writ of habeas corpus, mandamus, or certiorari;
   - Review civil complaints filed by inmates, conduct legal research;
   - Conduct legal research as requested;
   - Review/draft proposed orders and findings of fact and conclusions of law as required;

- Review motions submitted by the parties, perform legal research on legal issues/arguments presented by the parties, brief judges on proposed motions/orders and assist with preparation of jury charges.

It is understood and agreed that all legal services performed for a judge of a District Court under this Contract shall be submitted to the judge for his or her review and consideration; and such services shall not supplant, conflict or interfere with such judge's absolute judicial discretion, opinions or decisions.

8. **Attorney Qualifications.** By signing this Contract, Attorney represents to the County that he or she meets the following minimum qualifications:

   A. Maintains the minimum qualifications to practice law in the State of Texas and will immediately inform the District Courts and the County of any change in status with the State Bar of Texas;
   B. Is familiar with the Texas Family Code, the Texas Rules of Evidence, Texas Civil Codes, Texas Rules of Civil Procedure, Texas Disciplinary Rules of Professional Conduct, Texas case law and the local rules of practice for the District Courts of Williamson County, Texas;
   C. Has a history providing effective assistance of counsel and quality legal representation;
   D. Consistently demonstrates professionalism, proficiency and reliability in representing clients, and in dealing with the Texas courts and opposing attorneys;
   E. Is of sound mind, as well as good moral and ethical character; and
   F. Has not been sanctioned by a court for any type of unprofessional conduct or abusive conduct; and
   G. Maintains a principal office in Dallas County (A principal office is the commercial location where the attorney conducts the majority of his or her practice and does not include a post office address).

9. **Independent Contractor.** The Parties acknowledge that Attorney is a skilled professional who will be rendering professional services pursuant to this Contract. Attorney will use Attorney's professional judgment and expertise to accomplish the details of Attorney's work hereunder. Attorney is, and shall for all purposes be considered, an independent contractor, and nothing in this Contract shall be deemed to create or imply an agency or employment relationship between Attorney and the County. In this respect, Attorney acknowledges and agrees that Attorney shall have no right or authority to commit or obligate the County in any way to any third party or parties unless specifically authorized to do so by the Williamson County Commissioners Court. Further, Attorney acknowledges and agrees that Attorney will not be entitled to any benefits generally provided by the County to its employees (including, without limitation, health insurance, retirement, severance, vacation, and disability) or any compensation other than what is set forth herein.

10. **Standard of Performance.** Attorney shall provide the legal services hereunder in accordance with the following minimum standards of performance:

    A. Provide quality, effective and competent legal representation to the District Courts in a professional, skilled manner consistent with the attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and all applicable laws;
    B. Attorney shall not accept any payments or gifts of any kind from any third-party for legal services provided to a District Court under this Contract;

C. Except when required by the Texas Disciplinary Rule of Professional Conduct or any other applicable law, Attorney shall not release confidential attorney-client information or work product related to any case or matter relating to services performed under this Contract; and
D. Attorney shall not represent any third-party when to do so would create a conflict of interest in relation to service performed under this Contract. In the event of a conflict of interest, Attorney shall immediately notify the District Courts, and if so ordered, withdraw or cease from further representation of such third-party.

11. Continuing Requirements. In addition to the foregoing qualifications and performance standard, Attorney shall maintain the minimum qualifications to practice law in the State of Texas and must immediately inform the District Courts of any change in the status of the Attorney's law license. Upon request, Attorney shall provide District Courts with proof of licensure in good standing.

12. Termination of Contract. This Contract may be terminated as follows:

A. If Attorney fails to perform the duties set forth in this Contract:
B. Attorney may terminate this Contract if County fails to make timely payments as specified herein;
C. Either party may terminate this agreement, without cause, upon ten (10) days' written notice to the other party.

13. Effect of Termination upon the Attorney-Client Relationship. The attorney-client relationship commences upon the commencement of legal services by Attorney hereunder and shall survive the termination of the Contract.

14. Miscellaneous Provisions.

A. Severability. If any provision of this Contract 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 Contract 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 Contract 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 Contract and be deemed to be validated and enforceable.
B. Venue and Governing Law. Each party to this Contract hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Contract 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 Contract is governed by the laws of the United States, this Contract shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

C. Successors and Assigns; Assignment. This Contract shall be binding upon and inure to the benefit of Parties hereto and their respective successors and assigns. No party to this Contract may assign or transfer its interest in or obligations under this Contract without the prior written consent of all Parties to this Contract.

D. Compliance with Laws. Each party to this Contract 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 Contract. When required, Attorney shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

E. County's Right to Audit. Attorney agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, has the right to examine and photocopy any and all books, documents, papers and records of Attorney which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Attorney agrees to provide information necessary to conduct the audit upon request.

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G. Payment, Interest and Late Payments. 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 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 County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. If an error appears in an invoice submitted by Attorney, County shall notify Attorney 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 Attorney, Attorney shall be entitled to receive interest on the unpaid balance of the invoice submitted by Attorney beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, Attorney 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.

H. Non-Exclusive Agreement: This Contract is not exclusive. Accordingly, County shall have the right to enter into one or more agreements relating to the same or similar matters as are covered by this certain Contract, and execution by County of such contracts shall not constitute a breach of this Contract.

I. Bidding Exemption. This Contract is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.

15. Entire Agreement. This Contract represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by each party to this Contract. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

IN WITNESS WHEREOF, the Parties have duly executed this Contract to be effective as of the date of the last party's execution below.

County:

By: _____
County Judge/Presiding Officer

Date: _____ _____, 20____

Attorney:

By: Audrey J. Blair

Printed Name: Audrey J. Blair

Title: Attorney/Owner

Date: 10/13/25 _____, 20____

Approved as to form and substance on behalf of the Williamson District Courts:

By: _____

Printed Name: _____

Presiding Judge of the _____ District Court of Williamson County

Date: _____ ____, 20_____

Commissioners Court - Regular Session **13.**

Meeting Date: 10/21/2025

Approval of Consulting Service Agreement #2026-013 with Tamara Hudgins, Ph.D. to support fundraising for All District Courts Specialty Programs

Submitted For: Joy Simonton **Submitted By:** Jesel Vigil, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving #2026-013 Professional Consulting Services Agreement between Tamara Hudgins, Ph.D. and Williamson County to provide fundraising support for the All District Courts specialty programs in the amount of $18,000.00 and authorizing the execution of this agreement.

Background

This Professional Service Agreement with Tamara Hudgins, Ph.D., is intended to provide grant development and fundraising support for the All District Courts specialty court programs, including Mental Health, DWI, Transformative Justice, and Family Recovery. The consultant will be responsible for identifying, vetting, and pursuing grant opportunities. The scope of work includes maintaining an annual calendar of corporate, foundation, and government proposal writing and reporting, preparing and submitting grant proposals that align with Williamson County funded programs. When funding is awarded, preparing evaluation reports and donor stewardship. The funding source is 01.0100.0435.004100 for FY26. Origination #3535. The department's point of contact is August Alvarado.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Service Agreement Redacted

Form 1295 Redacted

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/14/2025 11:41 AM
Form Started By: Jesel Vigil		Started On: 09/16/2025 03:09 PM
Final Approval Date: 10/14/2025		

PROFESSIONAL CONSULTING SERVICES AGREEMENT

THIS PROFESSIONAL CONSULTING SERVICES AGREEMENT ("Agreement") between Tamara Hudgins, Ph.D., (hereinafter "Consultant"), and Williamson County, Texas, a political subdivision of the State of Texas (hereinafter "County"), having an address of 710 Main Street, Suite 101, Georgetown, Texas 78626, sets forth the terms and conditions pursuant to which Consultant will provide certain services.

I.
PROFESSIONAL CONSULTING SERVICES

A Statement of Work ("SOW") is attached hereto as Exhibit "A" and the terms therein are incorporated in this Agreement. Consultant agrees to perform the Professional Consulting Services ("Services") as set forth in the attached SOW, and in any subsequently approved SOW referencing this Agreement, in a professional manner. Consultant may provide the services described in the SOW by using Consultant personnel or selected independent contractors. Consultant agrees to provide the items described in the SOW ("Deliverables").

II.
TERM AND TERMINATION

A. The Consultant is expected to complete the Services in accordance with the Time for Performance set out in the SOW. If Consultant does not perform the Services in accordance with the SOW, then County shall have the right to terminate this Agreement as set forth below. So long as the County elects not to terminate this Agreement, it shall continue from day to day until such time as the Services are completed in accordance with SOW. Consultant shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Services will not be completed on or before the date specified in the SOW and in full accordance with the terms of the SOW.

B. Either party may terminate this Agreement, with or without cause, upon not less than thirty (30) calendar day's written notice to the opposite party. The County shall pay Consultant for all Services performed prior to termination.

C. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within ten (10) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within said ten (10) days, then and in that instance, the said ten (10) day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the Event of Breach

within the above referenced ten (10) day period or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies mentioned hereinafter and/or remedies available under the law, terminate this Agreement.

III.
PAYMENT, TAXES & EXPENSES

A. Payment Terms. The Services will be charged to County per hourly rate, as set forth in the attached SOW.

Consultant will invoice County monthly for Services. County's payment of the Services and Deliverables shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Consultant of the discrepancy. Following County's notification of any discrepancy as to an invoice, Consultant must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

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

IV.
INTENTIONALLY OMITTED

V.
CONFIDENTIAL INFORMATION

A. To the extent authorized by law, any business, operational, commercial, financial or technical information furnished by Consultant to County under this Agreement will remain Consultant's property, will be deemed proprietary, will be kept confidential to the extent allowed by law, and will be promptly returned at Consultant's request. Except as otherwise required by law, County may not disclose, without Consultant's written permission, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this section will survive the cancellation, termination, or completion of this Agreement.

B. To the extent authorized by law, any business, operational, commercial, financial or technical information provided by County to Consultant will remain County's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at County's request. Consultant may not disclose, without County's written permission or as required by law, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the cancellation, termination, or completion of this Agreement.

C. To the extent, if any, that any provision in this Agreement conflicts with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas regarding the application of the Public Information Act to any items or information furnished to County as to whether or not the same must be made available to the public. It is further understood that County, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to Consultant for the disclosure to the public, or to any person or persons, of any items or information furnished to County by Consultant in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

VI.
RELATIONSHIP BETWEEN THE PARTIES

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

VII.
WARRANTY

Consultant warrants that the Services provided pursuant to this Agreement will be performed consistent with generally accepted industry standards and as provided in Article 1. The

Consultant shall be responsible for the accuracy of his/her/its Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and the same shall be done without compensation. The County shall determine Consultant's responsibilities for all questions arising from errors and/or omissions, subject to the dispute resolution provisions set out herein.

VIII.
INDEMNIFICATION

CONSULTANT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT, ERROR OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY CONSULTANT, CONSULTANT'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER AGREEMENT WITH CONSULTANT INCLUDING, WITHOUT LIMITATION, CONSULTANT'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH CONSULTANT EXERCISES CONTROL.

CONSULTANT FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM CONSULTANT'S FAILURE TO PAY CONSULTANT'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS AGREEMENT BY CONSULTANT.

CONSULTANT FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY CONSULTANT IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE AGREEMENT DOCUMENTS SHALL NOT LIMIT CONSULTANT'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM CONSULTANT IS NOT LEGALLY LIABLE, CONSULTANT'S OBLIGATIONS SHALL BE IN PROPORTION TO CONSULTANT'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF CONSULTANT, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH CONSULTANT EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN CONSULTANT IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. CONSULTANT SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT CONSULTANT, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH CONSULTANT EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND REASONABLE ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE CONSULTANT, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH CONSULTANT EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES RESULTING IN ANY WAY FROM THIS AGREEMENT.

IX.
INTENTIONALLY OMITTED

X.
CHANGE REQUESTS

County or Consultant may request changes to the Services to be performed under the applicable SOW by written notice ("Change Requests"). The nature of these changes includes, but are not limited to, additions to or deletions from any services, changes to the schedule, prevention or loss of work due to inadequate facilities or technical infrastructure, or changes to key final decisions, or, any extra work by Consultant necessitated by County not meeting its obligations or preventing Consultant from meeting its obligations.

All Change Requests shall be subject to the following terms:

i. Disputes regarding Change Requests shall be handled pursuant to applicable dispute resolution section contained herein below;
ii. Any changes to the terms of this Agreement shall be reduced to a written amendment and executed by both parties prior to such changes becoming effective; and
iii. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any amendment relating to a Change Request, the terms and conditions of this Agreement shall control.

XI.
DISPUTE RESOLUTION; MEDIATION

The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, Agreement, statute, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorneys' fees. Nothing herein is intended to prevent either party from seeking any other remedy available hereunder or at law, including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement, or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

XII.
GENERAL

A. 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.

B. 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.

C. 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.

D. Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

E. 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.

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

1814

G. County's Right to Audit. Consultant 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 Consultant which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Consultant agrees that County shall have access during normal working hours to all necessary Consultant 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 Consultant reasonable advance notice of intended audits.

H. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Consultant 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.

I. Conflicting Terms. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the SOW, as amended, the terms and conditions of this Agreement shall control.

J. 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.

K. Entire Agreement. This Agreement (including any SOW attached hereto or subsequently approved by the parties) represents the entire agreement between the parties and supersedes any and all prior or contemporaneous agreements or representations. This Agreement may not be modified or amended except in a writing signed by an authorized representative of each party. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT. It is agreed that the terms of this Agreement shall supersede the preprinted terms in any County purchase order or other ordering document.

WITNESS WHEREOF each County and Consultant has caused its authorized representatives to execute and deliver this Agreement effective as of the date which this agreement is last signed below.

TAMARA HUDGINS, PH.D. (Consultant)

By: _____

Name: _____

Title: Consultant

Date: Sept 30, 2025

WILLIAMSON COUNTY, TEXAS (County)

By: _____

Printed Name: _____

Capacity: As Presiding Officer of the
Williamson County Commissioners Court

Date: _____, 20____

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Willamson County Auditor's Office
Date: Oct 08 2025 **Time:** 11:42 am

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Oct 09 2025 Time: 4:54 pm

EXHIBIT "A"
STATEMENT OF WORK

The following describes the Services shall be provided and accomplished by the Consultant pursuant to the terms and conditions of the Agreement and this SOW:

Scope of Work:

Background: To provide fundraising support and grant support services for the District Courts of Williamson County, Texas to include, but not be limited to identifying grant opportunities, assisting with applications for grants, and assisting in submitting the grants.

Expected Outcomes: Raise new sources of foundation and government revenues to support the County's mission.

Deliverables: Maintain annual calendar of corporate, foundation, and government proposal writing and reporting. As needed/appropriate, prepare and submit proposals that are complementary to the County's fundable programs as well as other needs. When funded, prepare evaluation reports and stewardship for donors.

Factors Impacting Estimates: Estimates are provided in good faith to the County for their review and planning purposes. Invoices submitted will reflect actual work done on behalf of the County. Adverse situations may impact the time estimate above. If the Consultant believes that estimates will be impacted by more than 10%, the County will be notified and, if needed, a revised Scope of Work will be submitted.

Work Out of Scope: If additional tasks not related to this Scope of Work are requested, a revised Scope of Work will be submitted at the regular hourly rates.

Time for Performance:

The Service to be performed under this SOW shall begin on October 14, 2025, and end on September 30, 2026.

Compensation:

The maximum amount payable for the Services and all authorized expenses under the Agreement, without modification, shall not exceed $18,000.00.

Hourly Rate:

$150 per hour (estimated consulting hours 5-10 hours per month)

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:
2025-1367341

Date Filed:
09/23/2025

Date Acknowledged:
10/06/2025

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

Tamara Hudgins
Granger, 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.

2026-013
consulting services--proposal writing (grant seeking)

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

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

6 UNSWORN DECLARATION

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

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

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

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1367341

Date Filed:
09/23/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Tamara Hudgins
Granger, 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.
2026-013
consulting services--proposal writing (grant seeking)

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 TAMARA HUDGINS, and my date of birth is [redacted]

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

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

Executed in Williamson County, State of Texas, on the 24th day of Sept, 2025.
(month) (year)

TAMARA HUDGINS
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **14.**

Meeting Date: 10/21/2025

Approval of the Legal Services Agreement with Audrey Blair

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 Legal Services Agreement for Williamson County Courts between Williamson County and Audrey Blair; and exemption of such services from the competitive bid/proposal requirements of the County Purchasing Act (personal or professional services, Texas Loc. Gov't Code 262.024(a)(4)).

Background

The contract would provide for general legal consultation with the County Courts at Law of Williamson County, Texas on family law and related issues, an amount not to exceed 10,000.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

BlairContract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	10/09/2025 09:51 AM
Form Started By: Sharrion Threadgill		Started On: 09/29/2025 01:18 PM
Final Approval Date: 10/09/2025		

LEGAL SERVICES CONTRACT
FOR
COUNTY COURTS

This Legal Services Contract for Williamson County Courts ("Contract") is made by and between the parties identified below for the purposes of providing legal services to the County Courts of Williamson County, Texas.

NOW THEREFORE, the Parties agree as follows:

1. **Parties.** The Parties are the County and Attorney.

2. **County** shall mean Williamson County, Texas, acting by and through its duly elected County Judge and Commissioners Court.

3. **County Courts** shall mean and include the Williamson County Courts at Law.

4. **Attorney** shall mean **Audrey J. Blair**.

5. **Term.** The term of this contract shall be for 12 months beginning on **October 1, 2025,** and ending on **September 30, 2026**, unless sooner terminated as set forth herein.

6. **Fee, Expenses and Not-to-Exceed Amount.** County agrees to pay Attorney **$200.00** per hour for performance of the legal services described herein. In addition to the hourly legal fees, copying charges and third-party expenses paid or incurred by the Attorney in the performance of legal services for the County will be invoiced without markup to the County and must comply with the Williamson County Vendor Reimbursement Policy, as amended.

   The total amount of fees and expenses under this Contract shall not exceed **$10,000.00** during the Term without express approval by the Williamson County Commissioners Court.

7. **Scope of Legal Services.** At the request of the presiding judge of a County Court, Attorney shall provide the following scope of legal services:

   Civil Courts including Family Courts

   - Conduct legal research on petitions seeking extraordinary remedies, such as writ of habeas corpus, mandamus, or certiorari;
   - Review civil complaints filed by inmates, conduct legal research;
   - Conduct legal research as requested;
   - Review/draft proposed orders and findings of fact and conclusions of law as required;

- Review motions submitted by the parties, perform legal research on legal issues/arguments presented by the parties, brief judges on proposed motions/orders and assist with preparation of jury charges.

It is understood and agreed that all legal services performed for a judge of a County Court under this Contract shall be submitted to the judge for his or her review and consideration; and such services shall not supplant, conflict or interfere with such judge's absolute judicial discretion, opinions or decisions.

8. **Attorney Qualifications.** By signing this Contract, Attorney represents to the County that he or she meets the following minimum qualifications:

   A. Maintains the minimum qualifications to practice law in the State of Texas and will immediately inform the County Courts and the County of any change in status with the State Bar of Texas;
   B. Is familiar with the Texas Family Code, the Texas Rules of Evidence, Texas Civil Codes, Texas Rules of Civil Procedure, Texas Disciplinary Rules of Professional Conduct, Texas case law and the local rules of practice for the County Courts of Williamson County, Texas;
   C. Has a history providing effective assistance of counsel and quality legal representation;
   D. Consistently demonstrates professionalism, proficiency and reliability in representing clients, and in dealing with the Texas courts and opposing attorneys;
   E. Is of sound mind, as well as good moral and ethical character; and
   F. Has not been sanctioned by a court for any type of unprofessional conduct or abusive conduct; and
   G. Maintains a principal office in Dallas County (A principal office is the commercial location where the attorney conducts the majority of his or her practice and does not include a post office address).

9. **Independent Contractor.** The Parties acknowledge that Attorney is a skilled professional who will be rendering professional services pursuant to this Contract. Attorney will use Attorney's professional judgment and expertise to accomplish the details of Attorney's work hereunder. Attorney is, and shall for all purposes be considered, an independent contractor, and nothing in this Contract shall be deemed to create or imply an agency or employment relationship between Attorney and the County. In this respect, Attorney acknowledges and agrees that Attorney shall have no right or authority to commit or obligate the County in any way to any third party or parties unless specifically authorized to do so by the Williamson County Commissioners Court. Further, Attorney acknowledges and agrees that Attorney will not be entitled to any benefits generally provided by the County to its employees (including, without limitation, health insurance, retirement, severance, vacation, and disability) or any compensation other than what is set forth herein.

10. **Standard of Performance.** Attorney shall provide the legal services hereunder in accordance with the following minimum standards of performance:

    A. Provide quality, effective and competent legal representation to the County Courts in a professional, skilled manner consistent with the attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and all applicable laws;
    B. Attorney shall not accept any payments or gifts of any kind from any third-party for legal services provided to a County Court under this Contract;

C. Except when required by the Texas Disciplinary Rule of Professional Conduct or any other applicable law, Attorney shall not release confidential attorney-client information or work product related to any case or matter relating to services performed under this Contract; and
D. Attorney shall not represent any third-party when to do so would create a conflict of interest in relation to service performed under this Contract. In the event of a conflict of interest, Attorney shall immediately notify the County Courts, and if so ordered, withdraw or cease from further representation of such third-party.

11. Continuing Requirements. In addition to the foregoing qualifications and performance standard, Attorney shall maintain the minimum qualifications to practice law in the State of Texas and must immediately inform the County Courts of any change in the status of the Attorney's law license. Upon request, Attorney shall provide County Courts with proof of licensure in good standing.

12. Termination of Contract. This Contract may be terminated as follows:

A. If Attorney fails to perform the duties set forth in this Contract:
B. Attorney may terminate this Contract if County fails to make timely payments as specified herein;
C. Either party may terminate this agreement, without cause, upon ten (10) days' written notice to the other party.

13. Effect of Termination upon the Attorney-Client Relationship. The attorney-client relationship commences upon the commencement of legal services by Attorney hereunder and shall survive the termination of the Contract.

14. Miscellaneous Provisions.

A. Severability. If any provision of this Contract 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 Contract 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 Contract 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 Contract and be deemed to be validated and enforceable.
B. Venue and Governing Law. Each party to this Contract hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Contract 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 Contract is governed by the laws of the United States, this Contract shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

C. Successors and Assigns; Assignment. This Contract shall be binding upon and inure to the benefit of Parties hereto and their respective successors and assigns. No party to this Contract may assign or transfer its interest in or obligations under this Contract without the prior written consent of all Parties to this Contract.

D. Compliance with Laws. Each party to this Contract 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 Contract. When required, Attorney shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

E. County's Right to Audit. Attorney agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, has the right to examine and photocopy any and all books, documents, papers and records of Attorney which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Attorney agrees to provide information necessary to conduct the audit upon request.

F. Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Contract 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 Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.

G. Payment, Interest and Late Payments. 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 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 County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. If an error appears in an invoice submitted by Attorney, County shall notify Attorney 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 Attorney, Attorney shall be entitled to receive interest on the unpaid balance of the invoice submitted by Attorney beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, Attorney 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.

H. Non-Exclusive Agreement: This Contract is not exclusive. Accordingly, County shall have the right to enter into one or more agreements relating to the same or similar matters as are covered by this certain Contract, and execution by County of such contracts shall not constitute a breach of this Contract.

I. Bidding Exemption. This Contract is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.

15. Entire Agreement. This Contract represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by each party to this Contract. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

IN WITNESS WHEREOF, the Parties have duly executed this Contract to be effective as of the date of the last party's execution below.

County:

By: _____
County Judge/Presiding Officer

Date: _____ _____, 20____

Attorney:

By: Audrey J. Blair

Printed Name: Audrey J. Blair

Title: Attorney/Owner

Date: 10/7/2025 _____, 20____

Approved as to form and substance on behalf of the Williamson County Courts:

By: John B. McMaster

Printed Name: John B. McMaster
Presiding Judge

Commissioners Court - Regular Session **15.**

Meeting Date: 10/21/2025

Hart InterCivic Inc vehicle reimbursement agreement 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 a vehicle reimbursement agreement with Hart InterCivic Inc. for off-duty contracting of County Sheriff's Deputies to be effective October 21, 2025.

Background

This is the annual renewal agreement that will give permission for Hart InterCivic Inc to contract County Sheriff's deputies in a private capacity and the County to invoice them for deputies' vehicle usage. The agreement will begin October 21, 2025, and will terminate on September 30, 2026.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Hart InterCivic

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/10/2025 04:38 PM
Form Started By: Starla Hall		Started On: 09/26/2025 04:19 PM
Final Approval Date: 10/10/2025		

STATE OF TEXAS	§	**VEHICLE REIMBURSEMENT**
	§	**AGREEMENT WITH**
	§	**NON-GOVERNMENTAL**
	§	**ORGANIZATION**
	§	**REGARDING OFF-DUTY**
COUNTY OF WILLIAMSON	§	**CONTRACTING OF COUNTY DEPUTIES**

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") 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 set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION 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 NON-GOVERNMENTAL ORGANIZATION, 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 are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON- GOVERNMENTAL ORGANIZATION.***

2. **It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time).** If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, 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 contracting with the NON- GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas 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.

M.L.
21

4. The term of this AGREEMENT shall begin on 10/01/2025 and shall terminate on 9/30/2026. Any extension of this AGREEMENT must be set forth in writing and signed by both parties. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' 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.[1]

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 NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **$ 15.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).

8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten days of the invoice date. Reporting must be submitted to:

   LEA: At the address set forth on signature page below

   COUNTY: Williamson County Auditor's Office
   Attn: Finance Director
   710 Main Street, Suite 301
   Georgetown, Texas 78626

9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

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[1] It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code § 152.011.

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, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: Hart InterCivic, Inc.

Signature: _____

Printed Name: Hollie Osbourn

Title: CFO

Date: October 9, 2025

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Williamson County Sheriff's Office

Printed Name of Official: Matthew Lindemann

Signature of Official: Matthew Lindemann

Date: October 10, 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[2]

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____

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

Commissioners Court - Regular Session **16.**

Meeting Date: 10/21/2025

Love, Homestead Vehicle Reimbursement Agreement 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 Vehicle Reimbursement Agreement with Love, Homestead for off-duty contracting of County Sheriff's Deputies, to be effective October 21, 2025.

Background

This agreement gives permission for Love, Homestead to contract County Sheriff's Deputies in a private capacity and the County to invoice them for deputies' vehicle usage. (Traffic Control/Safety for Commercial filming project near/around CR 101, Chandler Rd and FM1660 on October 28th)

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Love Homestead

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/10/2025 04:36 PM
Form Started By: Starla Hall		Started On: 10/10/2025 02:55 PM
Final Approval Date: 10/10/2025		

STATE OF TEXAS	§	**VEHICLE REIMBURSEMENT**
	§	**AGREEMENT WITH**
	§	**NON-GOVERNMENTAL**
	§	**ORGANIZATION**
	§	**REGARDING OFF-DUTY**
COUNTY OF WILLIAMSON	§	**CONTRACTING OF COUNTY DEPUTIES**

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") 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 set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION 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 NON-GOVERNMENTAL ORGANIZATION, 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 are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON- GOVERNMENTAL ORGANIZATION.***

2. **It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time).** If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, 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 contracting with the NON- GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas 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.

M.L 21

4. The term of this AGREEMENT shall begin on October 1, 2025 and shall terminate on September 30, 2026. Any extension of this AGREEMENT must be set forth in writing and signed by both parties. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' 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.[1]

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 NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **$ 15.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).

8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten days of the invoice date. Reporting must be submitted to:

LEA: At the address set forth on signature page below

COUNTY: Williamson County Auditor's Office
Attn: Finance Director
710 Main Street, Suite 301
Georgetown, Texas 78626

9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

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[1] It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code § 152.011.

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, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: Love, Homestead

Signature: _____

Printed Name: Christian Berg

Title: Location Manager

Date: 10/7/2025

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Williamson County Sheriff's Office

Printed Name of Official: Matthew Lindemann

Signature of Official: Matthew Lindemann

Date: October 10, 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[2]

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____

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

Commissioners Court - Regular Session **17.**

Meeting Date: 10/21/2025

Approval of Master Service Agreement Contract #2026-049 with Randal's Tower Tech, Inc. for Maintenance and Repairs as needed for Wireless Communication Department

Submitted For: Joy Simonton **Submitted By:** Jesel Vigil, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Contract #2026-049 Master Service Agreement between Williamson County and Randal's Tower Tech, Inc. for as-needed tower maintenance and repair services to support the operations of Williamson County Wireless Communications, in the not-to-exceed amount of $19,999.99, and authorizing execution of the contract.

Background

This Master Service Agreement with Randal’s Tower Tech, Inc. is to provide tower climbers to perform as-needed maintenance and repairs at communication towers throughout Williamson County for FY26. A Master Service Agreement is being used due to the on-site nature of the work and to ensure appropriate protection for the County. The vendor will provide necessary labor, materials, and equipment for unplanned maintenance on the towers. The project is funded through 01.0507.0507.004545 for FY26, in the not-to-exceed amount of $19,999.99. Orig #3874. The department's point of contact is Wendy Coco.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Master Service Agreement 2026-049 Redacted

Form 1295 Redacted

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/13/2025 10:52 AM
Form Started By: Jesel Vigil		Started On: 10/07/2025 04:41 PM
Final Approval Date: 10/13/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

MASTER SERVICES AGREEMENT WITH RANDAL'S TOWER TECH, INC. (FY26)

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

THIS MASTER SERVICES AGREEMENT ("Agreement") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Randal's Tower Tech, Inc.** (hereinafter "Service Provider") both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: The services to be provided include tower maintenance, repair and services as needed throughout Williamson County. Related services will be outlined in a Statement of Work ("SOW") to be provided by Service Provided upon the direction of the County.

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

II.

Goods: The goods to be provided include materials and parts for tower maintenance, repair and 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.

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 September 30, 2026, unless terminated sooner pursuant to paragraph XXII below.

IV.

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

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X.

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

REASON WHATSOEVER.

XI.

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

XII.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for specific projects as defined in a SOW and in accordance with the Vendor's price sheet Valid October 1, 2025 through September 30, 2026, attached as **Exhibit "A"**. The not-to-exceed amount payable by County under this Agreement for the life of this Agreement shall be **Nineteen Thousand Nine Hundred Ninety-Nine Dollars and Ninety-Nine Cents ($19,999.99)**. In no event may the aggregate amount of compensation authorized under any SOWs exceed the said not-to-exceed amount.

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

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

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

At 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: [redacted]

XIII.

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

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

XIV.

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

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

Bodily Injury by Disease	$500,000 Policy Limit

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

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

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

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

"Williamson County, Texas, its directors, officers and employees" shall be added as additional insureds under the policies required above, and on those policies where "Williamson County, Texas, its directors, officers and employees" are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it.

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

The name of the Certificate Holder in the Certificate of Insurance issued by the insurer shall be as follows:

Williamson County, Texas
C/O: Williamson County Risk Management
301 SE Inner Loop
Georgetown, TX. 78626
Email: [redacted]

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

XV.

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

XVI.

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

XVII.

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

XVIII.

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

XIX.

No Assignment: Service Provider may not assign this Agreement.

XX.

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

XXI.

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

XXII.

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

XXIII.

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

XXIV.

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

XXV.

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

WILLIAMSON COUNTY:
Williamson County Judge
[redacted]

SERVICE PROVIDER
Randal's Tower Tech, Inc.
PO Box 512
Little River Academy, TX 76554

XXVI.

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

XXVII.

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

XXVIII.

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

XXIX.

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

A. This Agreement, its Exhibits and any amendments agreed to by both parties (if any);
B. Vendor's price sheet valid October 1, 2025 through September 30, 2026 attached as **Exhibit "A"**;
C. Statements of Work (SOWs) issued under the Agreement and
D. Insurance certificates evidencing coverages required herein above.

In the event a dispute arises between terms and conditions of this (1) Agreement, its exhibits and amendments (if any) and (2) Vendor's price sheet Valid October 1, 2025 through September 30, 2026 and (3) any SOW issued under the Agreement, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence: (1) terms and conditions of this Agreement, its exhibits and amendments (if any) and (2) Vendor's price sheet Valid October 1, 2025 through September 30, 2026 then (3) the SOW issued under the Agreement.

XXX.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Dated: _____ _____, 20___

RANDAL'S TOWER TECH, INC.:

Denise Garner
Authorized Signature

DENISE GARNER
Printed Name

Dated: Oct 07 _____, 2025

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Willamson County Auditor's Office
Date: Oct 08 2025 **Time:** 8:37 am

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Oct 08 2025 **Time:** 1:48 pm

Exhibit “A”
Vendor’s price sheet valid October 1, 2025 through September 30, 2026

RANDAL'S TOWER

Randal's Tower Tech Inc. Tower Maintenance Pricing for Williamson County

Pricing valid October 1, 2025 through September 30, 2026

Mob and De-mob within To Williamson CO	$520
Replace antenna and coax 1' to 250'	$2485
Replace antenna and coax 251' to 500'	$3465
Sweep coax/antenna system Post install	$465
Replace incandescent lights 200' or less	$1040
Replace incandescent lights 201' to 500'	$1445
Trouble shoot lighting systems Incand. and Strobe	$$250 per hour 4 hour Minimum
Replace 1 antenna (standard size) 250' or less	$1730
Replace 1 antenna (standard size) 251' to 500'	$2600
Replace PTP radio 250 or less	$1040
Replace TTA 250' or less	$1040
Replace TTA 251' to 500'	$1385
Replace coax 250' or less	$1445
Replace coax 251' to 350'	$2135
Replace coax 351' to 500'	$2830

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:
2025-1371233

Date Filed:
10/01/2025

Date Acknowledged:
10/07/2025

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

Randal's Tower Tech, Inc.
LITTLE RIVER ACADEMY, 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.

Open PO 2026 Contract #2025-049
Maintenance on Towers

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

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

6 UNSWORN DECLARATION

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

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

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

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1371233

Date Filed:
10/01/2025

Date Acknowledged:

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

Randal's Tower Tech, Inc.
LITTLE RIVER ACADEMY, 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.

Open PO 2026
Maintenance on Towers

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 Denise Gaumer, and my date of birth is [redacted]

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

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

Executed in Chambers County, State of Texas, on the 1st day of October (month), 2025 (year).

Denise Gaumer

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **18.**

Meeting Date: 10/21/2025

Approval of Agreement for Services and Goods Contract 2026-051 for SWRP Entrance Gate with Falkenberg Construction Company Inc. for Parks and Recreation Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Agreement for Services and Goods Contract #2026-051 with Falkenberg Construction Company Inc. for the SWRP Entrance Gate, pursuant to BuyBoard Contract #728-24 at Southwest Regional Park for Parks and Recreation, in the amount of $23,588.00 and authorize execution of this agreement.

Background

This Agreement for Services and Goods Contract #2026-051, attached, is between Williamson County and Falkenberg Construction Company Inc. for the SWRP Entrance Gate through BuyBoard Contract # 728-24 at the Southwest Regional Park, located at 3005 County Road 175, Leander, Texas 78641. The funding Source is 01.0100.3103.004509. The Origination ID #3668 and the Point of Contact is Katie Mikulak.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Goods and Services Contract # 2026-05 Falkenberg Construction Co REDACTED

1295 Form Falkenberg Construction REDACTED

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/13/2025 11:13 AM
Form Started By: Vickie Johnson		Started On: 10/08/2025 05:51 PM
Final Approval Date: 10/13/2025		

WILLIAMSON COUNTY
SERVICES AND GOODS CONTRACT
FALKENBERG CONSTRUCTION CO., INC.
(Proposal No. [redacted])

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

THIS SERVICES AND GOODS CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Falkenberg Construction 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.

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 Proposal No. [redacted] being marked as **Exhibit "A,"** which is incorporated herein.

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

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

II.

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

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

III.

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

IV.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit"A"** and in accordance with ByBoard COOP contract number 728-24. The not-to-exceed amount for the life of this contract shall be Twenty-Three Thousand Five Hundred Eighty-Eight Dollars ($23,588.00).

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

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

V.

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

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

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

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

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

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

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

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

IV.

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

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.

IV.

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 Proposal No. [redacted] marked as **Exhibit "A"**;
B. The cooperative purchasing BuyBoard Contract No.: 728-24, incorporated by reference;
C. Insurance certificates evidencing coverages required herein above and
D. Any Amendments agreed to by both parties.

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

XXII.

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____

FALKENBERG CONSTRUCTION CO., INC.:

_____
Authorized Signature

Moses Gomez
Printed Name

Date: October, 06 2025

Exhibit "A"
Proposal No. [redacted]

falkenberg
CONSTRUCTION CO., INC.
2435 109TH ST | GRAND PRAIRIE, TX 75050
(214) 324-4779 FALKENBERGCONSTRUCTION.COM

September 17, 2025

Williamson County Parks
219 Perry Mayfield Blvd
Leander, TX 78641

Proposal No.: [redacted]

Reference: SWRP Entrance Gate Remodel

Contract No.: Buy Board 728-24

Attention: [redacted]

We propose to furnish labor, material and equipment for the SWRP Entrance Gate Remodel project for the sum as follows:

Proposal Breakdown		
RS Means Cost		$24,069.39
Coefficient	0.98	$481.39
Sub Total		$23,588.00
Bond	0.00%	$0.00
TOTAL		$23,588.00

Twenty-Three Thousand Five Hundred Eighty-Eight and 00/100 ---------- Dollars.

I. Documents:
- **A. Drawings:** N/A
- **B. Specifications** N/A

II. Scope of Work:
Remodel (4) Entrance Gates with (2) Dual Gate Openers
- Remove existing gate
- Remove all unneeded/unwanted posts
- Remove current opener system in place
- Dispose of gate, posts, and opener (if customer doesn't want to save them)
- Reuse current gate post to mount new gate
- Custom fabricate (4) gates of same similar style and materials
- Mount gates with large heavy duty barrel hinges
- Verify gate opens and closes smoothly
- Paint gate green as per requested by customer and add reflective tape and any signs provided
- Provide and Install (2) Lift Master dual opener
- Install 24 V Solar Power Supply
- Position and program to operate properly
- Program timer to desired time frame customer requires
- Install key pad and program entry code
- Install receiver and program the 6 customer requested clickers
- Verify proper installation and operations of all gate systems
- Daily & Final Clean Up

III. Exclusions:
Sales tax, overtime, permit fees
MEP Work
Any work outside of pre-discussed scope
Daily supervision of jobsite

IV. Clarifications:
This Proposal will remain in effect for a period of (30) Days

Thank you for the opportunity to bid this and any future projects.

Sincerely,

Falkenberg Construction Co., Inc.

Brian McCleary
Project Engineer

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:
2025-1373957

Date Filed:
10/07/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Falkenberg Construction Co., Inc.
Grand Prairie, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
543.25
WILCO PARKS - SWRP ENTRANCE GATE REMODEL

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Gomez, Moses	Grand Prairie, TX United States	X	
Arnold, Chris	Grand Prairie, TX United States	X	
Castro, John E	Grand Prairie, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in Dallas County, State of Texas, on the 7th day of October (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:
2025-1373957

Date Filed:
10/07/2025

Date Acknowledged:
10/08/2025

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

Falkenberg Construction Co., Inc.
Grand Prairie, TX United States

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

Willamson County

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

543.25
WILCO PARKS - SWRP ENTRANCE GATE REMODEL

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Gomez, Moses	Grand Prairie, TX United States	X	
Arnold, Chris	Grand Prairie, TX United States	X	
Castro, John E	Grand Prairie, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **19.**

Meeting Date: 10/21/2025

Authorize Issuing RFCSP # 25RFCSP83 Emergency Services Operation Center (ESOC) Generator Docking Station for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Michelle McKinney, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive competitive sealed proposals for a contractor for Emergency Services Operation Center (ESOC) Generator Docking Station RFCSP, under #25RFCSP83, designating Ramirez-Simon for Architectural/ Engineering services.

Background

Pursuant to Chapter 2269, Subchapter D, of the Texas Government Code, Williamson County is seeking written proposals from qualified contractors to provide Competitive Sealed Proposals for the Emergency Service Operations Center (ESOC) Generator Docking Station. The county intends to add quick connectivity (docking station) for a roll-up generator and load bank at the ESOC located at 911 Tracy Chambers Lane, Georgetown, TX 78626. The Construction Estimated Budget is $175,000.00. The funding source is 01.0100.1071.004509, Origination ID #3584 and the point of contact is Gretchen Glenn.

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	10/13/2025 11:12 AM
Form Started By: Michelle McKinney		Started On: 10/08/2025 01:43 PM
Final Approval Date: 10/13/2025		

Commissioners Court - Regular Session **20.**

Meeting Date: 10/21/2025

Approval of Master Service Agreement #2026-019 with Valley View Group, LLC d/b/a Everline Coatings and Services Austin, for Parking Lot, Warehouse and Parking Garage Maintenance for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Michelle McKinney, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Master Service Agreement #2026-019, between Williamson County and Valley View Group, LLC d/b/a Everline Coatings and Services Austin for Parking Lot, Warehouse and Parking Garage Maintenance in the not-to-exceed amount of $19,500.00 and authorize execution of the agreement.

Background

This Master Service Agreement for Parking Lot, Warehouse and Parking Garage Maintenance between Williamson County and Valley View Group, LLC d/b/a Everline Coatings and Services Austin, is to be able to utilize the vendor for services as they arise. The services to be provided include parking lot, warehouse and parking garage maintenance, including but not limited to line striping, pavement maintenance and repair, power washing, curbing, stenciling, and specialty flooring throughout various Williamson County Facilities. This MSA will be valid as of the date of execution through September 30, 2026. Each project will be initiated with a work order and purchase order. The funding source is 01.0100.0509.004510, Origination ID #3612, and the department contact is Christi Stromberg, Facilities Management.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Master Service Agreement

Form 1295 Valley View Group, LLC dba Everline Coatings and Services Austin Complete

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Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/13/2025 11:38 AM
Form Started By: Michelle McKinney		Started On: 10/09/2025 11:49 AM
Final Approval Date: 10/13/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

MASTER SERVICES AGREEMENT
WITH
VALLEY VIEW GROUP, LLC D/B/A
EVERLINE COATINGS AND SERVICES AUSTIN
FY26

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

THIS MASTER SERVICES AGREEMENT 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 **Valley View Group, LLC d/b/a Everline Coatings and Services Austin** (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 to be provided include parking lot, warehouse and parking garage maintenance including but not limited to line striping, pavement maintenance and repair, power washing, curbing, stenciling, and specialty flooring throughout various Williamson County Facilities. 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 from the date of the last party's execution below and shall continue through September 30, 2026. Unless terminated sooner pursuant to paragraph XXI below, if applicable, at the end of the agreement term, Williamson County Commissioners Court reserves the right to renew the agreement for 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) within 24 hours of any errors, mistakes, potential problems or any other problematic issue(s) coming under observation during the progress of the work and will make good faith efforts to correct any errors that come to light in a timely and reasonable manner.

VIII.

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

IX.

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

TO THE FULLEST EXTENT PERMITETED BY APPLICABLE LAW, SERVICE PROVIDER AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFENT WITH COUNSEL APPROVED BY COUNTY, AND HOLD HARMLESS THE COUNTY, REPRESENTATIVES OF THE COUNTY AND THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS IN RELATION TO SERVICE PROVIDER'S PERFORMANCE OF THE WORK DESCRIBED HEREIN. DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGEMENT, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER, ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEROF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION

OF SERVICE PROVIDER, ANYONE DIRECTLY EMPLOYED BY IT OR ANYONE WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSE IN PART BY THE NEGLIGENCE OR OMISSON OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEAPORDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATIONS OR RIGHT WHICH COUNTY OR ANY OTHER INDEMNITEES HAS BY LAW. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

X.

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

XI.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for specific projects as defined in the attached **Valley View Group, LLC DBA Everline Coatings and Services Austin - Service Rates** marked as **Exhibit "A,"** which is incorporated herein to the extent it meets or exceeds the requirements of County's solicitation, if applicable. The not-to-exceed amount under this Agreement is **Nineteen Thousand Five Hundred Dollars ($19,500.00)** for the life of this Agreement.

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.

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

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

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

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

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

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

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

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

XIV.

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

XV.

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

XVI.

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

XVII.

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

XVIII.

No Assignment: Service Provider may not assign this Agreement.

IXX.

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

XX.

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

XXI.

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

XXII.

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

XXIII.

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

XXIV.

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

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

SERVICE PROVIDER
Valley View Group, LLC d/b/a
Everline Coatings and Services Austin
1111 Deertrail Drive
San Marcos, TX 78666

XXV.

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

XXVI.

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

XXVII.

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

XXVIII.

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

A. Valley View Group, LLC DBA Everline Coatings and Services Austin - Service Rates marked as Exhibit "A";
B. Insurance certificates evidencing coverages required herein above and
C. Any Amendments agreed to by both parties.

XXIX.

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

[SIGNATURE PAGE TO FOLLOW]

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Dated: _____, 20___

Valley View Group, LLC d/b/a Everline Coatings and Services Austin:

_____
Authorized Signature

Douglas Herrington
Printed Name

Dated: 9/30, 2025

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Oct 06 2025 Time: 9:44 am

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Willamson County Auditor's Office
Date: Oct 03 2025 **Time:** 5:29 pm

Exhibit “A”
Valley View Group, LLC DBA Everline Coatings and Services Austin
Service Rates

Service Rates

This attachment shall be completed and returned with the Service Agreement documents.

Service Provider shall submit a full list of all personnel titles and the hourly billing rate for each discipline which shall be incorporated into this service agreement.

Rates shall remain firm throughout the term of this contract purchase agreement. This technician service rate shall be used to establish fixed prices for services by purchase order.

Rates valid thru September 30, 2026 and with subsequent years' renewals.

- If rates change at renewal times, vendor is responsible for making Williamson County aware of the adjusted rates.

Provided Services	FY 26 Service Rate (10/1/2025 – 9/30/2026)
1. Hot Pressure Washing	
a. Horizontal Surfaces	$0.30 per square foot
a. Vertical Surfaces	$.040 per square foot
2. Wheel / Car Stop	
a. New Concrete (size: 6')	$150.00 each
b. Removal Concrete (size: 6')	$40.00 each
c. New Rubber (size 6')	$175.00 each
d. Removal Rubber (size 6")	$40.00 each
3. Sign Installation & Removal	
a. Installation: Concrete Surface Mount with 10' Post and Mounting Bracket	$190.00 each
b. Installation: Soil mount with 10" post and soil mount brackets	$195.00 each
c. Removal: Removal and Disposal of Existing Signs per post	$50.00 each
4. Concrete Expansion Gap Sealants	
a. Wood strip / existing sealant removal	$2.00 per linear foot
b. ¼ inch gaps	$2.00 per linear foot
c. ½ inch gaps	$3.00 per linear foot
d. 1 inch gaps	$3.50 per linear foot
e. 1 ½ inch gaps	$5.00 per linear foot
f. 2 inch gaps	$7.00 per linear foot
5. Everline Coating – Parking Lot Crack Filling	
a. Up to 1 inch cracks	$1.25 per linear foot
6. Infrared Asphalt Repair	
a. Pothole repair	$11.00 per square foot
7. Line Removal & Flooring Preparation	
a. Short Blast or Grinding (2", 3", 4" & 5"	$2.00 per foot
8. Asphalt Seal Coating (Two Coats of Asphalt Emulsion)	$0.23 per square foot
9. TBL Durables	
a. **Stall Line** – White, Yellow or Red – Size 20'	$14.00 each
b. Red Fie Lane w/stenciling – Red	$3.50 per foot
c. **Stop Bar** – White – Size: 12" x 2'	$66.50 each
d. **Speed Bump** – White or Yellow – Size 2' x 12'	$77.00 per lane

e. **Handicap** – White or Yellow – Size 4' x 4'	$35.00
f. Handicap – With Blue Background – Blue Size 4' x 4'	$175.00
g. **Lane Lines with Hatching** – White or Yellow	$1.05 per foot
h. **Crosswalks** – White – 6' x 2'	$665.00
i. Crosswalks – While – 8' x 2'	$80.00
j. Crosswalks – White – 10' x 2'	$87.50
k. **Arrows** – standard – White	$87.50
l. Arrows – Large Municiple – White	$140.00
m. Arrow – standard – Yellow	$87.50
n. Arrow – Large Municiple – Yellow	$140.00
o. **Letter/Number Stenciling** – White, Yellow, or Black – 4"	$7.00 per letter/number
p. Letter/Number Stenciling – White, Yellow or Black – 6"	$10.50 per letter/number
q. Letter/Number Stenciling – White, Yellow or Black – 12"	$12.25 per letter/number
r. Letter/Number Stenciling – White, Yellow or Black – 2'	$17.50 per letter/number
10. Restripe of Existing Striping	
a. **Stall Lines** – White or Yellow	$4.00 each
b. Stall Lines – Red	$8.00 each
c. **Red Fire Curb with stenciling** – Red	$1.25 per foot
d. Red Fire with stenciling	$1.00 per foot
e. **Standard Curb** – White or Yellow	$0.50 per foot
f. Standard Curb – Red	$0.85 per foot
g. **Stop Bar** – White – 12" x 12'	$19.00 each
h. **Speed Bump** – White – 2' x 12'	$22.00 per lane
i. Speed Bump – Yellow – 2' x 12'	$22.00 per lane
j. **Handicap** – White or Yellow – 4' x 4'	$10.00 each
k. Handicap – with blue background – Blue – 4' x 4'	$25.00 each
l. **Lanes Lines / Hatching** – White or Yellow	$0.30 per foot
m. **Crosswalks –** White – 6' x 2'	$19.00 per block
n. Crosswalks – White – 8' x 2'	$25.00 per block
o. Crosswalks – White – 10' x 2'	$30.00 per block
p. **Arrows** – standard – White or Yellow	$25.00 each
q. Arrows – large municiple – White or Yellow	$40.00 each
r. **Letter/Number Stenciling** – White, Yellow, or Black – 4"	$2.00 per letter
s. Letter//Number Stenciling – White, Yellow or Black – 6"	$3.00 per letter
t. Letter//Number Stenciling – White, Yellow, or Black – 12"	$3.50 per letter
u. Letter//Number Stenciling – White, Yellow, or Black – 2'	$5.00 per letter
v. **Parking Block** – White or Yellow	$10.00 each
11. New Layout of Striping	
a. **Stall Line** – White or Yellow – 20'	$4.80 each
b. Stall Line – Red – 20'	$9.60 each
c. **Red Fire Curb with stenciling** – Red	$1.50 per foot
d. Red Fire with stenciling – Red	$1.20 per foot
e. Standard Curb – White or Yellow	$0.60 per foot

f. Standard Curb – Red	$1.02 per foot
g. **Stop Bar** – White – 12" x 12'	$22.80
h. **Speed Bump** – White or Yellow – 2' X 12'	$26.40 per lane
i. **Handicap** – White or Yellow – 4' x 4'	$12.00
j. Handicap with blue background – Blue – 4' x 4'	$30.00
k. **Lane Lines with Hatching** – White or Yellow	$0.36 per foot
l. **Crosswalks** - White - 6' x 2'	$19.00 per block
m. Crosswalk – White – 8' x 2'	$25.00 per block
n. Crosswalk – White – 10' x 2'	$30.00 per block
o. **Arrows –** Standard - White or Yellow	$30.00 each
p. Arrows – Large Municiple – White or Yellow	$48.00 each
q. **Letter/Number Stenciling** – White, Yellow, or Black – 4"	$2.40 per letter
r. Letter//Number Stenciling – White, Yellow or Black – 6"	$3.60 per letter
s. Letter//Number Stenciling – White, Yellow, or Black – 12"	$4.20 per letter
t. Letter//Number Stenciling – White, Yellow, or Black – 2'	$6.00 per letter
u. **Parking Block** – White or Yellow	$12.00 each

Emergency Contact Personnel:	Douglas Herrington
Business Hours Phone Number:	512-645-9971
After Hours/Emergency Phone Number:	512-645-9971
Email Address:	douglass@everlinecoatings.com

90-day labor warranty on service repairs performed and any MFG parts warranties will be extended.

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1372516

Date Filed:
10/03/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Valley View Group, LLC dba Everline Coatings and Services - Austin
San Marcos, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2026-017
2025199. Parking lot striping, cleaning, seal coating, pressure washing, etc..

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Stromberg, Christi	Round Rock, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is [redacted]

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

Executed in Hays County, State of TX, on the 3 day of October (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:
2025-1372516

Date Filed:
10/03/2025

Date Acknowledged:
10/09/2025

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

Valley View Group, LLC dba Everline Coatings and Services - Austin
San Marcos, TX United States

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

Williamson County Facilities Department

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

2026-017
2025199. Parking lot striping, cleaning, seal coating, pressure washing, etc..

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Stromberg, Christi	Round Rock, 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 **21.**

Meeting Date: 10/21/2025

Approval of Master Service Agreement #2026-035 with Jerome Gomez dba Austin Automatic Door Solutions for Automatic Door Service Maintenance and Repair for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Michelle McKinney, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Master Service Agreement #2026-035 between Williamson County and Jerome Gomez dba Austin Automatic Door Solutions in the not-to-exceed amount of $99,999.00 and authorize execution of the agreement.

Background

This Master Service Agreement is for Maintenance, Service and Installation of all Automatic, Slide and Swing doors, and repair throughout Williamson County. This agreement will be used on an as-needed basis between Williamson County and Jerome Gomez dba Austin Automatic Door Solutions. This MSA will be valid as of October 1, 2025, through September 30, 2026. Each project will be initiated with a work order and purchase order. Quotes were obtained. There are two funding sources; 01.0100.0509.004500 for $55,000.00 and the other is 01.0100.0509.004510, for $44,999.00, Origination ID # 3614, and the department contact is Christi Stromberg, Facilities Management.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Master Service Agreement

Form 1295 Automatic Door Solutions Complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/13/2025 11:42 AM
Form Started By: Michelle McKinney		Started On: 10/09/2025 12:19 PM
Final Approval Date: 10/13/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

MASTER SERVICES AGREEMENT
WITH
Jerome Gomez dba Austin Automatic Door Solutions
(FY26)

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

THIS MASTER SERVICES AGREEMENT 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 **Jerome Gomez dba Austin Automatic Door Solutions** (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 to be provided include automatic door service, maintenance and repair at various Williamson County Facilities. 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 begin October 01, 2025 and shall continue through September 30, 2026 when signed by all parties. Unless terminated sooner pursuant to paragraph XXI below, if applicable, at the end of the agreement term, Williamson County Commissioners Court reserves the right to renew the agreement for 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) within 24 hours of any errors, mistakes, potential problems or any other problematic issue(s) coming under observation during the progress of the work and will make good faith efforts to correct any errors that come to light in a timely and reasonable manner.

VIII.

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

IX.

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

TO THE FULLEST EXTENT PERMITETED BY APPLICABLE LAW, SERVICE PROVIDER AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFENT WITH COUNSEL APPROVED BY COUNTY, AND HOLD HARMLESS THE COUNTY, REPRESENTATIVES OF THE COUNTY AND THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS IN RELATION TO SERVICE PROVIDER'S PERFORMANCE OF THE WORK DESCRIBED HEREIN. DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGEMENT, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER, ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEROF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF SERVICE PROVIDER, ANYONE DIRECTLY EMPLOYED BY IT OR ANYONE WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSE IN PART BY THE NEGLIGENCE OR OMISSON OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE

NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEAPORDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATIONS OR RIGHT WHICH COUNTY OR ANY OTHER INDEMNITEES HAS BY LAW. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

X.

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

XI.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for specific projects as defined in the in the attached **Austin Automatic Door Solutions Price Schedule – FY26** marked as **Exhibit "A,"** which is incorporated herein to the extent it meets or exceeds the requirements of County's solicitation, if applicable. The not-to-exceed amount under this Agreement is **Ninety Nine Thousand Nine Hundred Ninety-Nine Dollars ($99,999.00)** for the life of this Agreement.

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.

Insurance: Torch shall provide and maintain, until the services covered in this MSA is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and

admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

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

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

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

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

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

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

Upon execution of this MSA, Torch shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this MSA.

XIV.

No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to The County, its past or present officers,

employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity or any other immunity under the laws of the State of Texas or of the United States.

XV.

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

XVI.

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

XVII.

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

XVIII.

No Assignment: Service Provider may not assign this Agreement.

IX.

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

XX.

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

XXI.

Termination: This agreement may be terminated at any time at the option of The County, without further or prospective liability for performance upon giving upon thirty (30) calendar day's

written notice to thereof. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only amounts due to Service Provider for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

XXII.

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

XXIII.

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

XXIV.

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

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

SERVICE PROVIDER
Jerome Gomez dba Austin Automatic Door Solutions
P.O. Box 2099
Cedar Park, TX 78630

XXV.

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

XXVI.

Non-Appropriation and Fiscal Funding: The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this Agreement at the end of any County fiscal year if the governing body of County

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

XXVII.

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

XXVIII.

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

A. Austin Automatic Door Solutions Price Schedule – FY26 marked as Exhibit "A";
B. Insurance certificates evidencing coverages required herein above and
C. Any Amendments agreed to by both parties.

XXIX.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Dated: _____, 20___

Jerome Gomez dba Austin Automatic Door Solutions:

_____
Authorized Signature

Jerome Gomez
Printed Name

Dated: October 1, 2025

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Oct 02 2025 Time: 8:50 am

Reviewed by Contract Audit
Joel Brophy
Internal Audit Director
Williamson County Auditor's Office
Date: Oct 02 2025 Time: 8:10 am

Exhibit "A"
Austin Automatic Door Solutions Price Schedule – FY26

Austin Automatic Door Solutions

Price Schedule – FY26 (10/1/2025 – 9/30/2026)

This attachment shall be completed and returned with the Contractor response / Service Agreement documents.

Contractor shall submit a Compensation and Fee Schedule with a full list of all personnel titles and the hourly billing rate for each discipline which shall be incorporated into its contract.

Rates shall remain firm throughout the term of this contract purchase agreement. This compensation and fee scheduled shall be used to establish fixed prices for services by purchase order.

Preventative maintenance services - equipment locations; and Unit Price Sheet:
Williamson County has the option to add/remove facilities and equipment to this Contract that are similar in scope, at the contract rates. Respondent shall bid all items detailed below (no exceptions, substitutions or exclusions). Incomplete quotes may be considered non-responsive and excluded from the award process. Contractor responsible for providing/furnishing all labor, equipment, materials.

Current facilities are listed as follows:

Facility Name	Address	Location	#of Doors	Quarterly Service Cost	Annual Cost
Justice Center	405 MLK, Georgetown	North & South Entrances	2	$ 1075	$ 4300
Jail/SO	508 S Rock, Georgetown	SO Entrance, Jail North Entrance	3	$ 1000	$ 4000
Inner Loop Annex	301 SE Inner Loop, Georgetown	East Entrance	1	$ 812.50	$ 3250
Historical Courthouse	710 Main Street, Georgetown	South Entrance	1	$ 537.50	$ 2150
Cedar Park Annex	355 Discovery Blvd, Cedar Park	North & South Entrances	2	$ 1075	$ 4300
Jester Annex	1801 E Old Settlers Blvd, Round Rock	West Entrance	2	$ 1075	$ 4300
Georgetown Tax Office	904 S Main, Georgetown	East Entrance	2	$ 1075	$ 4300
Taylor Annex	412 Vance St, Taylor	East Entrance & Tax Office	3	$ 750	$ 3000
Expo Center	5350 Bill Pickett Trail, Taylor	East Entrance	2	$ 1075	$ 4300
Georgetown Annex	100 Wilco Way, Georgetown	East & West Entrances & VA	5	$ 2150	$ 8600
ESOC	911 Tracy Chambers Ln, Georgetown	West Entrance	3	$ 1612.50	$ 6450

Austin Automatic Door Solutions

Central Maintenance Facility	3151 SE Inner Loop, Georgetown	East & South Entrance	2	$ 850	$ 3400
JP4	211 W 6th, Taylor	North Entrance	1	$ 425	$ 1700
Quarterly Service Totals:				**$13,512.50**	
Total FY 26 Annual Expense:			**$54,050**		

Additional Technician Repair Service Rates and Product Fees

This attachment shall be completed and returned with the Contractor response / Service Agreement documents.

Contractor shall submit a full list of all personnel titles and the hourly billing rate for each discipline which shall be incorporated into this service agreement.

Rates shall remain firm throughout the term of this contract purchase agreement. This technician service rate shall be used to establish fixed prices for services by purchase order.

Rates valid thru September 30, 2026, and with subsequent years' renewals.

- If rates change at renewal times, vendor is responsible for making Williamson County aware of the adjusted rates.

Emergency Contact Personnel:	**Jerome Gomez**
Business Hours Phone Number:	**512-740-7774**
After Hours/Emergency Phone Number:	**512-740-7774 and 512-992-5660**
Email Address:	**austinautomatics@sbcglobal.net**
	Jerome.austinautomatics@gmail.com

Personnel Level	FY 26 (10/1/25– 9/30/2026) Hourly Rate
1. Technician	
a. Regular Hours – 7:00 am – 5:00 pm	**$55.00 per Hour**
b. After Regular Hours – 5:01 pm – 6:59 am	**$110.00 per Hour**
c. Weekends or County approved Holidays	Weekends (Saturday) - **$110.00 per Hour**
2. Service Vehicle Fee – per call	$ per vehicle, per call **$50.00 Trip** **Emergency Trip $100.00**

Materials - Remedial Repairs	
Materials not covered under scheduled service:	
*	Contractor may invoice for parts and materials on a cost-plus basis. The contactor may invoice at 20 % markup.
**	Contractor may invoice for equipment rental on a cost-plus basis. The contactor may invoice at 20% markup.
***	Invoice(s) for work performed shall require a copy of the parts and materials receipt to be included when the total, including mark-up, exceeds $500.00.
****	Williamson County reserves the right to request from Contractor any documentation that reflects price for verification purposes.

- 90-day labor warranty on service repairs performed, any MFG parts warranties will be extended.

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1372566

Date Filed:
10/03/2025

Date Acknowledged:

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

Austin Automatic Door Solutions
Cedar Park, 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.

Facilities WilCo Texas

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

2026-035
Maintenance, Service and Installation of all Automatic slide and swing doors.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Gomez , Jerome	Round Rock, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is [redacted]

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

Executed in _____ County, State of _____, on the _____ day of _____ (month), 20_____ (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:
2025-1372566

Date Filed:
10/03/2025

Date Acknowledged:
10/09/2025

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

Austin Automatic Door Solutions
Cedar Park, 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.

Facilities WilCo Texas

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

2026-035
Maintenance, Service and Installation of all Automatic slide and swing doors.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Gomez , Jerome	Round Rock, 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 **22.**

Meeting Date: 10/21/2025

Approval of Master Service Agreement #2026-028 with Made in The Shade Window Tinting, LLC for Window Tinting Services for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Michelle McKinney, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Master Service Agreement, 2026-028 with Made in The Shade Window Tinting, LLC and Williamson County for Window Tinting Services, in the not-to-exceed amount of $19,500.00 through September 30, 2026, and authorize the execution of the agreement.

Background

This Master Service Agreement is for window tinting services on an as-needed/requested basis throughout Williamson County with Made in The Shade Window Tinting, LLC. This MSA will be valid on the last party's execution through September 30, 2026. Contract Audit and General Counsel reviewed. A detailed Scope of Work is attached. The funding source is 01.0100.0509.004510. Origination ID #3646, and the department contact is Christi Stromberg with Facilities Management.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Master Service Agreement

Form 1295 Made in The Shade Window Tinting, LLC Complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/13/2025 11:43 AM
Form Started By: Michelle McKinney		Started On: 10/09/2025 12:35 PM
Final Approval Date: 10/13/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

MASTER SERVICES AGREEMENT
WITH
MADE IN THE SHADE WINDOW TINTING, LLC
FY26

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

THIS MASTER SERVICES AGREEMENT ("Agreement") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Made in the Shade Window Tinting, LLC** (hereinafter "Service Provider") both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: The services to be provided include window tinting work on an as needed/requested basis throughout Williamson County. The services include but are not limited to the services and work described in the attached **Made in the Shade Window Tinting FY26 Price Sheet** marked as **Exhibit "A,"** which is incorporated herein to the extent it meets or exceeds the requirements of County's solicitation, if applicable. Related services will be outlined in a Statement of Work ("SOW") to be provided by Service Provided upon the direction of the County.

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

II.

Goods: To the extent applicable, 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 Agreement shall be in full force and effect from the date of the last party's execution below and shall continue through September 30, 2026. Unless terminated sooner pursuant to the terms set out herein, the County reserves the right to renew the Agreement for additional fiscal years, by mutual agreement of both parties, as it deems to be in the best interest of the County.

IV.

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

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X.

Indemnification: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SERVICE PROVIDER AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY COUNTY, AND HOLD HARMLESS THE COUNTY, REPRESENTATIVES OF THE COUNTY AND THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS IN RELATION TO SERVICE PROVIDER'S PERFORMANCE OF THE SERVICES DESCRIBED HEREIN. DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGEMENT, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER, ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEREOF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF SERVICE PROVIDER, ANYONE DIRECTLY EMPLOYED BY IT OR ANYONE WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSE IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE

COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATIONS OR RIGHT WHICH COUNTY OR ANY OTHER INDEMNITEES HAS BY LAW. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

XI.

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

XII.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for specific projects as defined in the attached **Made in the Shade Window Tinting FY26 Price Sheet** marked as **Exhibit "A,"** which is incorporated herein to the extent it meets or exceeds the requirements of County's solicitation, if applicable. The not-to-exceed amount payable by County under this Agreement shall be **Nineteen Thousand Five Hundred Dollars ($19,500.00)**. In no event may the aggregate amount of compensation authorized under any SOWs exceed the said not-to-exceed amount.

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

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

In the event that an error appears on an invoice submitted by Service Provider, County shall notify Service Provider of the error not later than the twenty first (21st) day after the date County

receives the invoice. If the error is resolved in favor of Service Provider, Service Provider shall be entitled to receive interest on the unpaid balance of the invoice submitted by Service Provider beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, Service Provider shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

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

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

XIII.

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

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

XIV.

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

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

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

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

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

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

"Williamson County, Texas, its directors, officers and employees" shall be added as additional insureds under the policies required above, and on those policies where "Williamson County, Texas, its directors, officers and employees" are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it.

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

The name of the Certificate Holder in the Certificate of Insurance issued by the insurer shall be as follows:

Williamson County, Texas
C/O: Williamson County Risk Management
301 SE Inner Loop
Georgetown, TX. 78626
Email: coi.submission@wilcotx.gov

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

XV.

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

XVI.

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

XVII.

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

XVIII.

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

XIX.

No Assignment: Service Provider may not assign this Agreement.

XX.

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

XXI.

Confidentiality: Service Provider expressly agrees that they will not use any incidental

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

XXII.

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

XXIII.

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

XXIV.

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

XXV.

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

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

SERVICE PROVIDER
Made in the Shade Window Tinting, LLC
2306 Rifle Bend Dr.
Georgetown, TX 78626

XXVI.

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

XXVII.

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

XXVIII.

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

XXIX.

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

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

In the event a dispute arises between terms and conditions of this (1) Agreement, its exhibits and amendments (if any) and (2) a SOW issued under the Agreement; applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence: (1) terms and conditions of this Agreement, its exhibits and amendments (if any), and (2) the SOW issued under the Agreement.

XXX.

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

[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___

MADE IN THE SHADE WINDOW TINTING, LLC

Authorized Signature

Gabriel Carrasco
Printed Name

Dated: 10/6 _____, 20 25

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Willamson County Auditor's Office
Date: Oct 06 2025 Time: 12:51 pm

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Oct 07 2025 Time: 11:30 am

Exhibit “A”

Made in the Shade Window Tinting FY26 Price Sheet

Made In The Shade Window Tinting
Attachment – Price Sheet - Contract # 2026-028

This attachment shall be completed and returned with the Service Agreement documents.

Service Provider shall submit a billing rate for each discipline which shall be incorporated into this service agreement.

Rates shall remain firm throughout the term of this contract purchase agreement. This price sheet shall be used to establish fixed prices for services by purchase order.

Rates valid thru September 30, 2026.
If rates change at renewal times, we will forward those adjusted rates to you.

• **Technician - Labors**	**Rate Price per Hour**
• Regular Hours – 7:00 am – 5:00 pm	$400.00
• After Regular Hours – 5:01 pm – 6:59 am	$400.00
• Weekends or County approved Holidays	$400.00
• **Service Vehicle**	**Service Fee**
• Service Vehicle Fee – per site visit, per vehicle	N/A

Emergency Contact Personnel:	Gabriel Carrasco
Business Hours Phone Number:	512-269-3155
After Hours/Emergency Phone Number:	512-630-8027
Email Address:	elshademaker@yahoo.com

		Materials - Remedial Repairs	
		Materials not covered under scheduled service:	
*		Contractor may invoice for parts and materials on a cost-plus basis. The contactor may invoice at 20 % markup.	
**		Contractor may invoice for equipment rental on a cost-plus basis. The contactor may invoice at 20 % markup.	
***		Invoice(s) for work performed shall require a copy of the parts and materials receipt to be included when the total, including mark-up, exceeds $500.00.	
****		Williamson County reserves the right to request from Contractor any documentation that reflects price for verification purposes.	

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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:
2025-1373104

Date Filed:
10/06/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Made In The Shade WINDOW TINTING, LLC
GEORGETOWN, TX United States

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

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.
2026-028
Window TINTING, Safety tint, Shades

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
WILLIAMSON COUNTY	GEORGETOWN, TX United States	X	
Made In The Shade WINDOW TINTING, LLC	Georgetown, Tx United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in WILLIAMSON County, State of TEXAS, on the 06 day of OCTOBER, 20 25.
(month) (year)

Gabriel Carrasco
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:
2025-1373104

Date Filed:
10/06/2025

Date Acknowledged:
10/09/2025

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

Made In The Shade WINDOW TINTING, LLC
GEORGETOWN, TX United States

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

WILLIAMSON COUNTY

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.

2026-028
Window TINTING, Safety tint, Shades

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
WILLIAMSON COUNTY	GEORGETOWN, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **23.**

Meeting Date: 10/21/2025

Approval of Service and Goods Contract #2026-039 for Wilco Expo Kitchen Hood Cleaning and Single Inspection Services with KEC PRO, LLC DBA Hoodz of Central Texas for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Michelle McKinney, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Services and Goods Contract #2026-039 for Wilco Expo Kitchen Hood Cleaning and Inspection Services with KEC PRO, LLC DBA Hoodz of Central Texas for Facilities Management not to exceed $715.00, and authorize execution of this agreement.

Background

This Services and Goods Contract #2026-039 between Williamson County and KEC PRO, LLC DBA Hoodz is for Wilco Expo Kitchen Hood Cleaning and Inspection Services located at the Williamson County Expo Events Center located at 5350 Bill Pickett Trail Taylor, Tx 76574. Contract Audit and General Counsel reviewed. A detailed Scope of Work is attached. The funding source is 01.0100.0509.0045110. Origination ID #3710 and the Point of Contact is Christi Stromberg.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Goods and Service Contract Redacted

Form 1295 KEC PRO, LLC DBA Hoodz of Central Texas Complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/13/2025 11:43 AM
Form Started By: Michelle McKinney		Started On: 10/09/2025 12:58 PM
Final Approval Date: 10/13/2025		

WILLIAMSON COUNTY
SERVICES AND GOODS CONTRACT
WITH
KEC PRO, LLC DBA HOODZ OF CENTRAL TEXAS
[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 **KEC Pro., LLC dba HOODZ of Central Texas** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The services include jail kitchen hood cleaning and inspection as described in the attached [redacted]being marked as **Exhibit "A,"** which is incorporated herein.

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

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

II.

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

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

III.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in Exhibit "A" shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before September 30, 2026, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit "A", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

IV.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit "A"**. The not-to-exceed amount for the life of this contract shall be **Seven Hundred Fifteen Dollars ($715.00).**

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

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

V.

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

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

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

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

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

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

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

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

VI.

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

VII.

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

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

VIII.

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

Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying,

holding, or saving harmless Service Provider for any reason are hereby deleted.

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

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

XV.

No Assignment: Service Provider may not assign this Contract.

XVI.

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

XVII.

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

XVIII.

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

XIX.

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

XX.

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

XXI.

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

XXII.

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

A. As described in the attached [redacted] marked as **Exhibit "A"**;
B. Insurance certificates evidencing coverages required herein above and
C. Any Amendments agreed to by both parties.

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

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___

KEC Pro., LLC dba HOODZ of Central Texas:

Sofia Garza Garcia
Authorized Signature

Sofia Garza Garcia
Printed Name

Date: 10, 02 2025

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Willamson County Auditor's Office
Date: Oct 03 2025 Time: 7:27 am

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Oct 03 2025 Time: 10:00 am

Exhibit “A”

[redacted]

HOODZ of Central Texas
256 Sherwood Drive
San Antonio, TX 78201, United States
Phone: (210) 265 1086
Fax: (210) 569 6402
centex@hoodz.us.com
www.hoodzinternational.com

[redacted]

CUSTOMER INFORMATION	LOCATION INFORMATION	
WILCO Texas 5350 Bill Pickett Trail Taylor, TX 76574 Phone: 512-943-1599 Contact: Clinton Jacobs	*Wilco Expo* 5350 Bill Pickett Trail Taylor, TX 76574 Phone: 512-943-1599 Cell Phone: 512-943-1636 Contact: Clinton Jacobs	Date: 9/29/2025

PROPOSED SERVICES

Item Name & Description	*Quantity*	*Rate*	*Line Total*
CL-KECPrime			
Clean kitchen exhaust system. (1) hoods, (1) ducts, (1) fans. Panels: NO. 4 xyr	1.00	$550.00	$550.00
PA-AccessClnPrt			
fan access clean out port. Includes installation	1.00	$90.00	$90.00
CL-FilterCln			
clean filter. OPTIONAL, recommend kitchen staff to clean them weekly	5.00	$15.00	$75.00
		Subtotal:	**$715.00**
		Tax (0%):	**$0.00**
		Total:	**$715.00**

NOTES

Additional Notes: Quote expires 30 days from initial send date.

IN CASE OF
-Exhaust fan(s) needs hinges (required by code), HOODZ is not liable for damage to fan, or grease left in the system as a result of inaccessible areas caused by fan not being able to be tipped.
-Exhaust fan(s) needs grease containment with filter medium - **Grease on roof on initial inspection**, HOODZ is not liable for grease or damage on the roof as a result of grease overflow from the exhaust fan.
-Exhaust fan(s) needs blade access port to fully access blades. Failure to do so leaves grease on a portion of the blades and can lead to fire hazard or fan imbalance.
-Wiring systems of any type must not be installed in ducts (per code). This can lead to fire hazard and can cause a short in the system. HOODZ is not liable for damage to wiring/systems.
-Exposed wiring present. Failure to repair wiring can lead to short in the system or a fire hazard.
-Exhaust fan(s) electrical box needs to be repaired. HOODZ is not liable if the electrical unit gets wet/damaged as a result of an improper cover.
-Perforations in duct. This can cause leaking outside of the duct work and lead to a fire hazard.
-Duct access panel(s) needed (required by code) **inaccessible areas noted on initial inspection** Without full system access, hazardous conditions remain present in the exhaust system, even after quality service. HOODZ is not liable for fire, damages, leaks, malfunctions, injury, or death that may result from inaccessible areas.

HOODZ can assist in remedying the deficiencies listed above. Please contact us for pricing. Client acknowledges that HOODZ has informed them of the above issues and absolves HOODZ from corresponding liability of failure to remedy these deficiencies.

**Removable filters are not included in service. If customer desires filter service, please contact our office to enroll in a filter exchange program.

Initial: _____

TERMS AND CONDITIONS

Term and Termination. This Agreement is effective when signed by the Customer. This Agreement will be renewed automatically and continuously for multiple successive 12-month periods unless Customer or HOODZ gives written notice of non-renewal to the other at least 30 days prior to the next expiration date. Either party may terminate the ongoing Agreement, without cause or penalty, by giving the other party 30 days advance written notice of its intent to terminate this Agreement.

Schedule. Restaurant management will work with restaurant staff to ensure HOODZ has access to the restaurant at the scheduled time. If restaurant staff does not grant HOODZ access at the scheduled time, a non-refundable fee of $120.00 per hour ($60.00 in half hour increments) will be charged when HOODZ is waiting onsite. If restaurant staff does not permit HOODZ to stay on the established inspection and cleaning cycle or does not notify HOODZ 12 hrs prior to original scheduled and confirmed time of re-schedule needs, customer agrees to pay a non-refundable service fee of 50% of the invoice per occurrence, and HOODZ may not be able to honor agreed upon price structure.

Scope of Work.
- Grease extraction to remove fire hazard in accordance with NFPA & IMC
- Sticker certification of inspection and cleaning
- Before/after photos and service report provided following each service
- Service Rooftop to Cook top (exhaust fan bowl, fan blades, 4' perimeter around fan, exhaust duct, hood, filter tracks, backsplash)
- Exclusions: Removable baffle filters [unless noted otherwise], any inaccessible areas, any areas with exposed wiring or damage that could result in safety/equipment liability.

**Service is specific to hazard removal in exhaust system. We clean up after ourselves to resolve any mess that is created during service, but we are not janitorial and do not clean up mess/debris left from kitchen operations.

Payment. The Customer agrees to pay the invoice by the due date shown on the invoice, no later than 15 days from the invoice date, with either credit card or bank draft. Any amount not paid within the allowable time will result in a $35.00 late fee charge and $35.00 every 15th day thereafter until paid in full.

HOODZ proposes to furnish the labor and materials for the indicated sum of this work order authorization. The purchaser authorizes HOODZ to proceed with the work as proposed.

Customer Signature: _____ Date: _____

Thank you for the opportunity to provide our services for your establishment. Our cleaning methods to remove grease and other deposits from the interior surfaces of the exhaust system ensure compliance

with National Fire Protection Association's NFPA 96 standards including any applicable municipal, state and national codes. Upon completion of the cleaning process, we place a validation of service label on the serviced system in plain view of the Fire Marshall, Department of Health and / or Insurance Agent

which indicates compliance with appropriate NFPA 96 standards and notating any inaccessible or deficient

areas that exist within the system.

This agreement contains detailed information about your project and includes the Total Amount and

Terms & Conditions for these valued safety related services as indicated. Our HOODZ Proposal integrates

all applicable standards and guidelines from the National Fire Protection Association's NFPA 96 Guidelines to keep your system in compliance. Due to our proprietary standards including our data collection, we do not allow distribution of this information in any form, unless express written permission is granted.

Work Compliance

After completing the cleaning process and during cleanup Hoodz adheres to the following sections of the NFPA 96 Standards:

11.6.9 When cleaning procedures are completed, all access panels (doors) and cover plates shall be restored to their normal operational condition.

11.6.10 When an access panels is removed a service company label or tag preprinted with the name of the company and giving the date of inspection or cleaning, shall be affixed near the affected access panels.

11.6.10 Dampers and diffusers shall be positioned for proper airflow.

11.6.12 When cleaning procedures are completed, all electrical switches and system components shall be returned to an operable state

11.6.13 When an exhaust cleaning service is performed, a certificate showing the name of the servicing company and the date of services performed, equipment serviced, detailed description of the service provided, and notation of any issues or difficulties found during service. This shall be maintained on the premises.

Safety

HOODZ is trained in lock-out/tag-out, MSDS, hazardous communications, safety, respirators, ladders, and other job-related issues. Security systems and or protocols may be altered while performing our service. When alternative systems are needed due to these criteria, it will be the owner's or contracting agent's responsibility to coordinate.

General Conditions

HOODZ (Our) Obligations To You:

Cleaning to code: We Will inspect and clean all accessible areas (FANS, DUCTS and HOODS) of the exhaust system in accordance to the NFPA96

HOODZ cleaning protocol: During our cleaning, we will use a combination of hand scraping, degreasers, high pressure hot water and specially designed tools to remove effluence and grease build up from the exhaust system. (FANS, DUCTS and HOODS)

Verification of work via Pictures: HOODZ will take digital time & date stamped pictures that document all inspections and cleanings and provide them upon request.

Job service report: HOODZ will produce an electronic version of the after-job service report available upon request.

Equipment protection: HOODZ will take necessary precautions to protect and cover kitchen equipment.

Wastewater: All wash and wastewater shall be processed through the restaurant grease trap unless otherwise noted.

Exhaust fans: Before we leave, we will turn on the exhaust fans to ensure they are working properly. We will leave the exhaust fans on after cleaning to assist the system to dry, unless otherwise instructed in writing by restaurant management.

Precautions: HOODZ will perform all work in a professional manner. We take every precaution possible to minimize potential damage to the restaurant, restaurant equipment, exhaust fans, ducts, hoods and other valuables. HOODZ is not responsible for circumstances beyond our control or for pre-existing conditions such as leaking ductwork, damaged or unmaintained fire suppression system, faulty exhaust system wiring, and other deficiencies revealed during our cleaning.

Problems / Concerns: HOODZ will notify the restaurant of any problems / concerns and or deficiencies of the exhaust system that we experience during the inspection and cleaning in writing on the after-service report.

Scheduling: HOODZ will contact the restaurant in advance to schedule the routine inspection and cleaning when the system is due for renewal.

Customer Obligations:

Area Preparation: For our HOODZ Team to be able to perform the work outlined in this contract, there are specific conditions that need to be met prior to your scheduled service. You, the customer agree that the following conditions will be met prior to the start of the scheduled service:

-Keys and Codes to the Alarm System must be provided and updated to HOODZ for scheduling purposes.

-Roof Access must be available and unlocked.

-Exhaust system must be in working condition, which includes current maintenance of the fire suppression system.

-No other work within your facility should be scheduled at the same time as our scheduled service with your facility.

-All Equipment must be shut off and cooled prior to the scheduled service access to the hood controls and breaker panels must be granted at the time of the HOODZ team Arrival

- All Non HOODZ personal must be out of the worksite for the duration of the work being performed by our HOODZ Team

System function: The exhaust fans, ducts, and hoods should be properly installed and operational prior to the exhaust system inspection and cleaning by our HOODZ Team. Common problems include leaking ducts, weathered exhaust fan wiring, missing or failed hinge kits and not enough duct access panels or exhaust fan access panels. If a repair is needed, our HOODZ Team may request visual proof that it has been completed prior to scheduling your next service.

Filters: Restaurant management will be responsible for the cleaning and maintenance of the hood vent filters. It is recommended that these filters be cleaned on a regular basis as part of the preventative maintenance schedule.

Cleaning schedule commitment: Restaurant management will work with restaurant staff to ensure HOODZ has access to the restaurant at the scheduled time, by providing keys and alarm codes coeds to for each location. HOODZ will attempt to contact the customer on the day of the scheduled service to with a courtesy reminder, either via email, text, and/or phone call. However, it is always the responsibility

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of the customer to make sure the facility is ready for the work to be completed by the arrival time of the HOODZ Team.

-If the Customer strays from the agreed upon established service interval, inspection and/or cleaning schedule of the said system in this contract, whether that be due to the kitchen not being ready, damaged equipment or any other reason that would prevent the HOODZ Team from being able to perform the agreed upon services, includes any delay past one (1) hour of the scheduled start time, damaged equipment, refusal of entry from restaurant staff, or any other reason that would prevent HOODZ from being able to perform the job, HOODZ may at their discretion charge a lockout fee up to 50% of the price of the scheduled service. To avoid this fee, a required reschedule notification to us, HOODZ, via phone call, text or email is required 24-hours prior to the scheduled service. This fee must be paid in full prior to the rescheduling of the service.

Injury: HOODZ is not responsible or liable for any damage or injuries that occur to any individual on premise during a scheduled service as a result of in adherence of any verbal or written instructions or safety precautions from the HOODZ Team.

Payment terms: After HOODZ has completed the inspection, maintenance, and/or cleaning of the said system and has reviewed the work internally, HOODZ will email the invoice for payment. The invoice will contain links for credit card and bank draft. The customer agrees to pay the invoice DUE UPON RECIEPT

with either check, credit card or bank draft. Credit card transactions will incur a processing fee of 2.9%.

The customer understands that if the invoice balance has not been paid 30 calendar days after the invoice was emailed, HOODZ reserves the right to process a bank draft on their behalf for the balance.

Breach of Contract

HOODZ reserves its right to terminate this agreement should the customer breach any of its terms, conditions, or the assurance of payment. If for any reason the amount due under this agreement is not paid when due, HOODZ shall be entitled to its expenses and attorneys' fees incurred in the collection with interest on the unpaid balance at the rate prescribed by law. This agreement shall be governed by the law of the State of Texas.

Duct access panels: Per NFPA96 duct access panels are required every 12 feet of ductwork and at every change in direction.

Fan access ports: Per NFPA96 fan access panels are required on every rooftop fan unit.

Exhaust fan hinges: Per NFPA96 exhaust fan hinges are required on all removable rooftop fan units.

Restoration charge: When required, a minimum restoration charge for each system that has been neglected due to failure to be in accordance to agreed upon cleaning schedule or have accumulated more build up due to either a change in the equipment cooking system or non-adherence of regular system maintenance where our standard clean will not be sufficient enough to meet NFPA 96 standards.

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:
2025-1374032

Date Filed:
10/07/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
KEC Pro, LLC DBA HOODZ of Central Texas
Austin, TX United States

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

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.
2026-039
Kitchen exhaust cleaning and maintenance services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
KEC Pro LLC DBA HOODZ of Central Texas	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is [redacted], San Antonio (city), TX (state), [redacted] (zip code), US (country).

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

Executed in United States of America County, State of Texas, on the 10 day of October (month), 2025 (year).

Sofia Garza Garcia

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:
2025-1374032

Date Filed:
10/07/2025

Date Acknowledged:
10/09/2025

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

KEC Pro, LLC DBA HOODZ of Central Texas
Austin, TX United States

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

Williamson County (WILCO)

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.

2026-039
Kitchen exhaust cleaning and maintenance services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
KEC Pro LLC DBA HOODZ of Central Texas	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **24.**

Meeting Date: 10/21/2025

Approval of the Agreement for Construction Services No. 2026-053 with G2 Construction Services, Inc. for the Processing Room Ventilation for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Michelle McKinney, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Construction Service Agreement No. 2026-053 between Williamson County and G2 Construction Services, Inc. for the Processing Room Ventilation, in the not-to-exceed amount of Eighty-Five Thousand Dollars ($85,000.00), and authorize execution of the agreement.

Background

This Agreement for Construction Services between Williamson County and G2 Construction Services, Inc is for the Processing Room Ventilation located in the Old Game Warden Building, 517 Pine Street, Georgetown, TX 78626. This purchase complies with purchasing policy as quotes were obtained. Contract Audit and General Counsel reviewed. A detailed Scope of Work is attached. The funding source is 01.0100.1007.004509 and the point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Construction Service Agreement

Form 1295 G2 Construction Services, Inc. Complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/13/2025 11:44 AM
Form Started By: Michelle McKinney		Started On: 10/09/2025 04:16 PM
Final Approval Date: 10/13/2025		

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and G2 Construction Services, Inc. ("Contractor") is entered into in accordance with the following terms and conditions:

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

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of **Eighty-Five Thousand Dollars ($85,000.)** in accordance with the terms and conditions of this Agreement.

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

ARTICLE 4 CONTRACT TIME:

4.1 Contractor shall commence the Work upon instruction to do so from the Owner and shall achieve Substantial Completion within **ninety (90) calendar days** from the date the Work is commenced; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Unless otherwise specified in writing, Contractor shall achieve Final Completion within **thirty (30) calendar days of Substantial Completion**. Owner shall determine when the Project has been fully and finally completed to its satisfaction. The time set forth for completion of the work is an essential element of the Agreement.

4.2 Liquidated Damages.

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

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

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

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

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

ARTICLE 5 PAYMENT:

5.1 Schedule Of Values

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

5.2 Applications For Payment

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

Agreement.

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

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

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

a. With each Application for Payment: a current Sworn Statement from the Contractor setting forth all subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment;

b. With each Application for Payment: a duly executed Conditional Waiver and Release on Progress Payment from the Contractor and subcontractors establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;

c. Commencing with the second Application for Payment submitted by the Contractor, a duly executed Unconditional Waiver and Release on Progress Payment from Contractor and all subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than five thousand dollars ($5,000) on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment;

d. With the Final Application for Payment: Contractor shall submit a Conditional Waiver and Release on Final Payment as required by Texas Property Code, §53.284. Upon receipt of final payment, Contractor shall submit an Unconditional Waiver and Release on Final Payment as required by Texas Property Code, §53.284; and

e. Such other information, documentation, and materials as the Owner, or the title insurer (if any) may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies of lien or bond claim releases suitable for filing with the County Clerk in Williamson County, Texas.

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

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

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

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

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

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

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

5.3 Certificates For Payment

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

5.3.2 The issuance of a Certificate for Payment will constitute a representation by the Owner, based on the Owner's evaluation of the Work and the data comprising the Application for Payment,

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

5.4 Decisions To Withhold Certification

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

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

bonds or warranty bond required by the Agreement; or

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

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

5.5 Progress Payments

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

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

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

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

5.6 Failure Of Payment

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

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

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

5.7 Substantial Completion

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

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

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

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

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

5.8 Partial Occupancy or Use

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

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

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

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

5.9 Final Completion and Final Payment

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

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

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

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

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

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

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

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

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

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

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

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

.2 Employer's Liability

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

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

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

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

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

.5 INTENTIONALLY DELETED

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

.7 Umbrella coverage in the amount of not less than $1,000,000.

6.5.2 Workers' Compensation Insurance Coverage:

1. Definitions:

(a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the

person's or entity's employees providing services on a project, for the duration of the Project.

(b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.

(c) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
3. The Contractor must provide a certificate of coverage prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

   (a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

   (b.) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

6. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
7. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that

materially affects the provision of coverage of any person providing services on the Project.

8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

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

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

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

   (e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;
   (f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and
   (g) contractually require each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing the Agreement/Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-

insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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

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

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

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

6.5.6 The furnishing of the above listed insurance coverage, as may be modified by the Agreement, must be tendered prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

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

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

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

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

ARTICLE 7 INDEMNITY:

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

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

7.2 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or

future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, or of the various departments comprising Owner, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 8 WARRANTY:

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

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

ARTICLE 9 PREVAILING WAGE RATE:

9.1 Duty to Pay Prevailing Wage Rates. The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule", as defined below. The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. The Owner is not bound to pay—and will not consider—any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Agreement. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.

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

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

9.2 Prevailing Wage Schedule. Pursuant to Texas Government Code Section 2258.022(2), the general prevailing rate of per diem wages for each craft or type of worker needed to execute the Contract and the prevailing rate for legal holiday and overtime work shall be the most recent prevailing wage rate for Williamson County, Texas for building construction as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section

276a et seq.), and its subsequent amendments, which are published and can be obtained online at https://sam.gov/search/?index=dbra (the "Prevailing Wage Schedule"). Should the Contractor at any time become aware that a particular skill or trade not reflected on the Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

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

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

9.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have fourteen (14) days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the fifteenth (15^{th}) day after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code. The parties to the arbitration have ten (10) days after the expiration of the fifteen (15) days referred to above, to agree on an arbitrator; if by the eleventh (11^{th}) day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

9.6 Arbitration Award. If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided herein and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the Contractor and Subcontractor as appropriate,

and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

9.7 Prevailing Wage Retainage. Money retained pursuant to this section shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of sixty dollars ($60.00) per day of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to Texas Government Code, §2258.023. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided in this section.

9.8 No Extension of Time. If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this section.

ARTICLE 10 BONDS:

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

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

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

ARTICLE 11 TERMINATION OR SUSPENSION OF THE AGREEMENT

11.1 Termination by Contractor

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

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

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

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

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

11.2 Termination by the Owner for Cause

11.2.1 The Owner may terminate the Agreement if the Contractor:

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

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

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

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

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

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

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

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

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

11.2.3 When the Owner terminates the Agreement for one of the reasons stated in **Paragraph 11.2.1**, the Contractor shall not be entitled to receive further payment until the Work is finished.

In the event that it is determined that sufficient cause did not exist for termination under this **Section 11.2**, then the termination shall be considered a termination for convenience, under **Section 11.4**, below.

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

11.3 Suspension by the Owner for Convenience

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

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

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

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

11.4 Termination by the Owner for Convenience

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

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

11.4.2.1 Cease operations as directed by the Owner in the notice;

11.4.2.2 Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

11.4.2.3 Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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

ARTICLE 12 MISCELLANEOUS PROVISIONS

12.1 Interest and Late Payments. Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

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

12.3 Assignment. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

12.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County, Texas where the Project is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

12.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

12.6 Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when

delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative.

12.7 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

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

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

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

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

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

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

The following documents shall comprise the Contract Documents:

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

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

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

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

OWNER:	**CONTRACTOR:**
WILLIAMSON COUNTY, TEXAS, a political subdivision of the state of Texas	G2 Construction Services, Inc.
By: _____	By: _____
Printed Name: _____	Printed Name: Jimmy S. Gibson
Title: _____	Title: VICE PRESIDENT
Date: _____	Date: 10/7/25

Exhibit "A"

Plans and Specifications

Location of Work: 517 Pine Street, Georgetown, TX 78626

Scope of Work:
Contractor to perform the following work:

Mechanical Scope:

- Demo provide and install g90 lab duct as shown on plans and per the specification for County Processing.
- Room Ventilation, complete with duct mounting hardware, roof compatible support feet & strut members.
- Welded angle duct support per detail.
- Duct insulation, blanket interior, weatherproof with paint rigid exterior.
- Submittal duct shop drawings.
- Guy wire installation to be coordinated with roofing contractor.
- Provide curbs for duct and fan.
- Provide new fan as scheduled with speed controller.
- Hand/Off/ Auto with speed adjustment & safety field controller per manufactures rep.
- Crane/Rigging for fan installation.
- Provide dry contacts for safety & BMS relays, all 120v as indicated on MOOG.
- Provide safety relay wiring for safety & BMS relays back to the hood controller.

Roofing scope:

- Patch existing penetration after relocating the existing duct work per plans.
- Flash new curbs into existing TPO roof.

Rough Carpentry Scope:

- Remove existing door and jamb, case opening and paint to match existing finishes.

Electrical Scope:

- Size one starter with HOA. Add two NEMA 4X lights that light up when fan is running. Tie starter, fan and lights to existing circuit as per plans.

Exclusions:

- Permits

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:
2025-1367208

Date Filed:
09/23/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
G2 Construction Services, Inc.
Georgetown, TX United States

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

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.
241001
WILCO Processing Room Duct Replacement for proper Ventilation at 517 Pine St. Georgetown, TX 78626

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Gibson, Jyl	Georgetown, TX United States	X	
Gibson, Jimmy	Georgetown, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Jimmy S Gibson, 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 Williamson County, State of Texas, on the 23 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:
2025-1367208

Date Filed:
09/23/2025

Date Acknowledged:
10/09/2025

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

G2 Construction Services, Inc.
Georgetown, TX United States

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

Williamson County

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.

241001
WILCO Processing Room Duct Replacement for proper Ventilation at 517 Pine St. Georgetown, TX 78626

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Gibson, Jyl	Georgetown, TX United States	X	
Gibson, Jimmy	Georgetown, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **25.**

Meeting Date: 10/21/2025

24RFSQ12 WA1 SA1 On Call Materials Testing & Geotechnical Engineering Services

Submitted For: Robert Daigh **Submitted By:** Robert Quartarero, Infrastructure

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No. 1 to Work Authorization No. 1 under the Williamson County Contract between Rodriguez Engineering Laboratories LLC and Williamson County dated March 19, 2024, for On Call Materials Testing & Geotechnical Engineering Services. Funding source: 01.0200.0210.004160.

Background

This supplemental is to increase the maximum amount payable from $30,0000.00 to $80,000.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

24RFSQ12 WA1 SA1 On Call Materials Testing & Geotechnical Engineering Services

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/13/2025 09:11 AM
Form Started By: Robert Quartarero		Started On: 10/09/2025 03:11 PM
Final Approval Date: 10/13/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. __1_
TO
WORK AUTHORIZATION NO. __1__

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
24RFSQ12 On Call Materials Testing & Geotechnical Engineering 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 Engineering Services, being dated March 19, 2024 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Rodriguez Engineering Laboratories LLC (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. __1__ dated effective June 17, 2025 (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Firm agree that the Work Authorization shall be amended, changed and modified as follows:

I. The maximum amount payable for services under the Work Authorization is hereby increased from $30,000.00 to $80,000.00. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. Firm understands and agrees that County's payment of amounts under this Supplemental Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under the Supplemental Work Authorization. It is further understood and agreed by Firm that County shall have the right to terminate this Supplemental Work Authorization at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Firm.

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

IN WITNESS WHEREOF, the County and the Firm have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

FIRM:	**COUNTY:**
By:	By: _____
Signature	Signature
Jose Melendez, P.E.	Steven Snell
Printed Name	Printed Name
Senior Engineer / Laboratory Manager	Williamson County Judge
Title	Title
10/7/2025	_____
Date	Date

Attachment C - Work Schedule

Rodriguez Engineering Laboratories, LLC will provide a work schedule for the assigned tasks

Commissioners Court - Regular Session **26.**

Meeting Date: 10/21/2025

Authorize Issuing IFB #26IFB1 for CR 460 Reconstruction Project for Road Bonds/HNTB

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for the CR 460 Reconstruction Project for Road Bonds/HNTB, under IFB #26IFB1.

Background

Williamson County is seeking responses for the CR 460 Reconstruction Project for Road Bonds/HNTB. The estimated Budget is $2,200,000.00. The funding source is P679, the Origination ID No. is 4029 and the point of contact is Daniel Marquez, P.E.

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	10/13/2025 11:29 AM
Form Started By: Vickie Johnson		Started On: 10/09/2025 08:49 AM
Final Approval Date: 10/13/2025		

Commissioners Court - Regular Session **27.**

Meeting Date: 10/21/2025

Final Plat for the Santa Rita Ranch Phase 7C Section 3 subdivision – Pcts 2 & 3

Submitted For: Adam Boatright **Submitted By:** Misti Schulz, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 7C Section 3 subdivision – Precincts 2 & 3.

Background

This is the next section of the Santa Rita Ranch Phase 7C development. It consists of 82 single family lots, 2 open space/landscape/utility lots, 1 open space/drainage/landscape/utility lot and 3,733 linear feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $3,131,543.00 has been posted with the County to cover the cost of the remaining construction.

Timeline

2025-03-03 – initial submittal of the final plat
2025-04-03 – 1st review complete with comments
2025-09-29 – 2nd submittal of final plat
2025-10-13 – 2nd review complete with comments cleared
2025-10-13 – receipt of final plat with signatures
2025-10-14 – final plat placed on the October 21st, 2025 Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

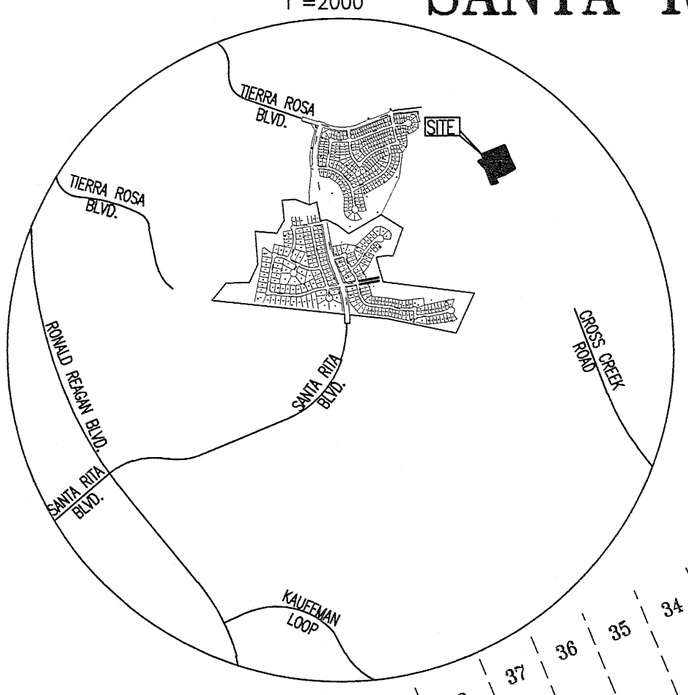
Final Plat SRR Ph 7C Sec 3 (CC)

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/15/2025 09:06 AM
Form Started By: Misti Schulz		Started On: 10/14/2025 09:43 AM
Final Approval Date: 10/15/2025		

SANTA RITA RANCH PHASE 7C, SECTION 3
FINAL PLAT

VICINITY MAP
APPROX. SCALE:
1"=2000'



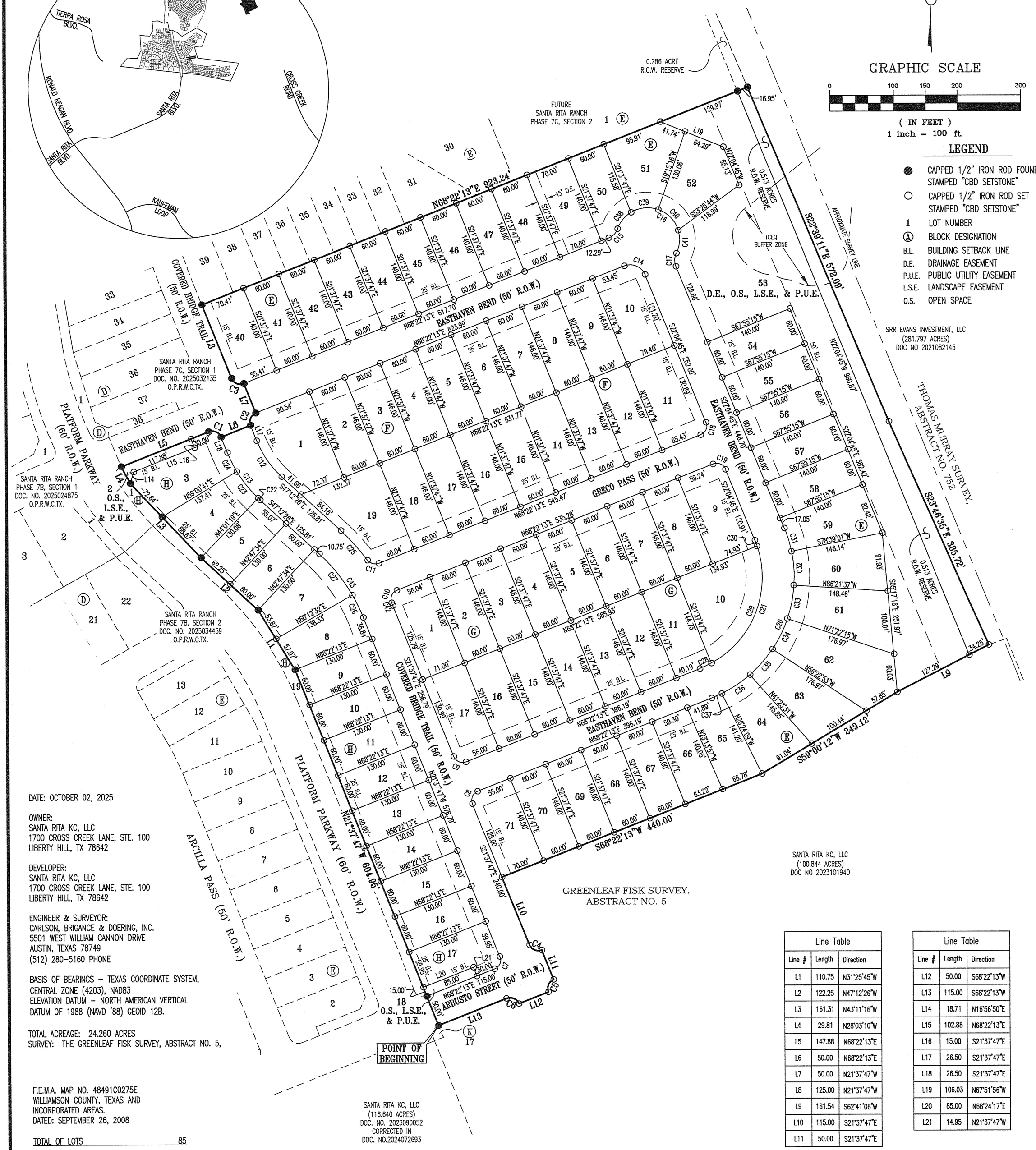
GRAPHIC SCALE

0 100 150 200 300

(IN FEET)
1 inch = 100 ft.

LEGEND

●	CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE"
○	CAPPED 1/2" IRON ROD SET STAMPED "CBD SETSTONE"
1	LOT NUMBER
Ⓐ	BLOCK DESIGNATION
B.L.	BUILDING SETBACK LINE
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
L.S.E.	LANDSCAPE EASEMENT
O.S.	OPEN SPACE



DATE: OCTOBER 02, 2025

OWNER:
SANTA RITA KC, LLC
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

DEVELOPER:
SANTA RITA KC, LLC
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 PHONE

BASIS OF BEARINGS – TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83
ELEVATION DATUM – NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88) GEOID 12B.

TOTAL ACREAGE: 24.260 ACRES
SURVEY: THE GREENLEAF FISK SURVEY, ABSTRACT NO. 5,

F.E.M.A. MAP NO. 48491C0275E
WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS.
DATED: SEPTEMBER 26, 2008

TOTAL OF LOTS	85
SINGLE FAMILY LOTS:	82
O.S., L.S.E, & P.U.E. LOTS:	2
D.E., O.S., L.S.E, & P.U.E. LOTS:	1

ROAD TABLE

STREET NAMES	LINEAR FOOTAGE	R.O.W. WIDTH	PAVEMENT WIDTH	DESIGN SPEED	DESIGNATION	CLASSIFICATION
ARBUSTO STREET	195'	50' R.O.W.	33' FOC–FOC	25 M.P.H.	PUBLIC	LOCAL
COVERED BRIDGE TRAIL	1023'	50' R.O.W.	33' FOC–FOC	25 M.P.H.	PUBLIC	LOCAL
EASTHAVEN BEND	1897'	50' R.O.W.	33' FOC–FOC	25 M.P.H.	PUBLIC	LOCAL
GRECO PASS	618'	50' R.O.W.	33' FOC–FOC	25 M.P.H.	PUBLIC	LOCAL
TOTAL	3,733'					

Line Table		
Line #	Length	Direction
L1	110.75	N31°25'45"W
L2	122.25	N47°12'26"W
L3	161.31	N43°11'16"W
L4	29.81	N28°03'10"W
L5	147.88	N68°22'13"E
L6	50.00	N68°22'13"E
L7	50.00	N21°37'47"W
L8	125.00	N21°37'47"W
L9	161.54	S62°41'06"W
L10	115.00	S21°37'47"E
L11	50.00	S21°37'47"E

Line Table		
Line #	Length	Direction
L12	50.00	S68°22'13"W
L13	115.00	S68°22'13"W
L14	18.71	N16°56'50"E
L15	102.88	N68°22'13"E
L16	15.00	S21°37'47"E
L17	26.50	S21°37'47"E
L18	26.50	S21°37'47"E
L19	106.03	N67°51'56"W
L20	85.00	N68°24'17"E
L21	14.95	N21°37'47"W

SHEET NO. 1 OF 3

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

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SANTA RITA RANCH PHASE 7C, SECTION 3
FINAL PLAT

METES AND BOUNDS

BEING ALL OF THAT CERTAIN 24.260 ACRE TRACT OF LAND SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 100.844 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC, BY DEED RECORDED IN DOCUMENT NUMBER 2023101940, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 24.260 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" ON THE WEST LINE OF SAID 100.844 ACRE TRACT OF LAND, BEING AT THE NORTHEAST CORNER OF LOT 17, BLOCK K, SANTA RITA RANCH PHASE 7B, SECTION 2, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2025034459, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, FOR THE SOUTHWEST CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, WITH THE EAST LINE OF SAID SANTA RITA RANCH PHASE 7B, SECTION 2, THE EAST LINE OF SANTA RITA RANCH PHASE 7B, SECTION 1, AND OVER AND ACROSS SAID 100.844 ACRE TRACT OF LAND, THE FOLLOWING FIVE (5) COURSES AND DISTANCES, NUMBERED 1 THROUGH 5,

1) N21°37'47"W, A DISTANCE OF 604.95 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,

2) N31°25'45"W, A DISTANCE OF 110.75 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,

3) N47°12'26"W, A DISTANCE OF 122.25 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,

4) N43°11'16"W, A DISTANCE OF 161.31 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER, AND

5) N28°03'10"W, A DISTANCE OF 29.81 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" ON THE WEST LINE OF SAID 100.844 ACRE TRACT OF LAND, BEING AT THE NORTHEAST CORNER OF LOT 1, BLOCK H, SAID SANTA RITA RANCH PHASE 7B, SECTION 1, SAME BEING ON THE SOUTH LINE OF EASTHAVEN BEND (50' R.O.W.), ALSO BEING AT THE SOUTHWEST CORNER OF SANTA RITA RANCH PHASE 7C, SECTION 1, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 202502135, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, WITH THE SOUTH LINE OF SAID SANTA RITA RANCH PHASE 7C, SECTION 1, AND OVER AND ACROSS SAID 100.844 ACRE TRACT OF LAND, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES, NUMBERED 1 THROUGH 8,

1) N68°22'13"E, A DISTANCE OF 147.88 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT,

2) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AND ARC LENGTH OF 23.56 FEET, AND A CHORD THAT BEARS S66°37'47"E, A DISTANCE OF 21.21 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,

3) N68°22'13"E, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT,

4) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND A CHORD THAT BEARS N23°22'13"E, A DISTANCE OF 21.21 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,

5) N21°37'47"W, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT,

6) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND A CHORD THAT BEARS N66°37'47"W, A DISTANCE OF 21.21 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,

7) N21°37'47"W, A DISTANCE OF 125.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER, AND

8) N68°22'13"E, A DISTANCE OF 923.24 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" ON THE EAST LINE OF SAID 100.844 ACRE TRACT OF LAND, BEING ON THE WEST LINE OF A CALLED 281.797 ACRE TRACT OF LAND CONVEYED TO SRR EVANS INVESTMENT, LLC. BY DEED RECORDED IN DOCUMENT NUMBER 2021082145, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, WITH THE COMMON LINE OF SAID 100.844 ACRE TRACT AND SAID 281.797 ACRE TRACT OF LAND, THE FOLLOWING TWO (2) COURSES AND DISTANCES, NUMBERED 1 AND 2,

1) S22°39'11"E, A DISTANCE OF 572.09 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, AND

2) S23°46'35"E, A DISTANCE OF 385.72 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, OVER AND ACROSS SAID 100.844 ACRE TRACT OF LAND, THE FOLLOWING TEN (10) COURSES AND DISTANCES, NUMBERED 1 THROUGH 10,

1) S62°41'06"W, A DISTANCE OF 161.54 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,

2) S59°00'12"W, A DISTANCE OF 249.12 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,

3) S68°22'13"W, A DISTANCE OF 440.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,

4) S21°37'47"E, A DISTANCE OF 115.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE LEFT,

5) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND A CHORD THAT BEARS S66°37'47"E, A DISTANCE OF 21.21 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,

6) S21°37'47"E, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE LEFT,

7) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND A CHORD THAT BEARS S23°22'13"W, A DISTANCE OF 21.21 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,

8) S68°22'13"W, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE LEFT,

9) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND A CHORD THAT BEARS N66°37'47"W, A DISTANCE OF 21.21 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,

10) S68°22'13"W, A DISTANCE OF 115.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 24.260 ACRES OF LAND.

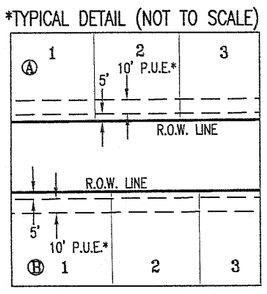
GENERAL:

1. BASIS OF BEARINGS – TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

   ELEVATION DATUM – NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88) GEOID 12B.
2. THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA–TERRITORIAL JURISDICTION.
3. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS, AND REGULATIONS RELATING TO PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
4. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
5. A PUBLIC UTILITY EASEMENT 15 FEET WIDE IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHTS–OF–WAY, EXCEPT AS NOTED:

   LOTS 40–71, BLOCK E, LOT 1, BLOCK F, LOTS 11–19, BLOCK F, LOT 1, BLOCK G, AND LOT 17, BLOCK G WHERE A 10 FEET WIDE PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED PER THE DETAIL BELOW.

10' P.U.E.
*TYPICAL DETAIL (NOT TO SCALE)



DRAINAGE AND FLOODPLAIN:

1. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
2. 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.
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. MAINTENANCE RESPONSIBILITY OF 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.
5. ANY PROPOSED DEVELOPMENT THAT OBSTRUCTS OR DIVERTS FLOW WITHIN A DRAINAGE EASEMENT MAY NOT BE PERMITTED AND IS AT THE DISCRETION OF THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.

WATER AND WASTEWATER:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
3. WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19G/ GEORGETOWN UTILITY SYSTEMS
4. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19G/CITY OF LIBERTY HILL
5. ELECTRIC SERVICE IS PROVIDED BY: PEC

ROADWAY AND RIGHT–OF–WAY:

1. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR 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.
2. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
3. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
4. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT–OF–WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, ARE PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
5. 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.
6. 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 ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO ENSURE THE PROPER FUNDING FOR MAINTENANCE.

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	23.56	15.00	S66°37'47"E	21.21	15.00	90°00'00"
C2	23.56	15.00	N23°22'13"E	21.21	15.00	90°00'00"
C3	23.56	15.00	N66°37'47"W	21.21	15.00	90°00'00"
C4	23.56	15.00	S66°37'47"E	21.21	15.00	90°00'00"
C5	23.56	15.00	S23°22'13"W	21.21	15.00	90°00'00"
C6	23.56	15.00	N66°37'47"W	21.21	15.00	90°00'00"
C7	23.56	15.00	N23°22'13"E	21.21	15.00	90°00'00"
C8	23.56	15.00	S23°22'13"W	21.21	15.00	90°00'00"
C9	23.56	15.00	S66°37'47"E	21.21	15.00	90°00'00"
C10	23.79	15.00	S22°55'51"W	21.38	15.23	90°52'43"
C11	19.76	15.00	S73°53'14"E	18.36	11.61	75°29'07"
C12	69.19	155.00	S34°25'07"E	68.62	35.18	25°34'39"
C13	91.51	205.00	S34°25'07"E	90.76	46.53	25°34'39"
C14	39.07	25.00	N66°51'16"W	35.22	24.80	89°33'02"
C15	21.03	25.00	N44°16'31"E	20.41	11.18	48°11'23"
C16	162.25	50.00	N66°51'16"W	99.87	965.33	185°55'48"
C17	21.03	25.00	S02°00'57"W	20.41	11.18	48°11'23"
C18	23.68	15.00	N23°08'44"E	21.30	15.12	90°26'58"
C19	23.44	15.00	N66°51'16"W	21.13	14.88	89°33'02"
C20	323.62	205.00	N23°08'44"E	291.05	206.61	90°26'58"
C21	244.69	155.00	N23°08'44"E	220.06	156.22	90°26'58"
C22	4.40	205.00	N46°35'34"W	4.40	2.20	1°13'45"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C23	53.63	205.00	N38°29'00"W	53.48	26.97	14°59'22"
C24	33.49	205.00	N26°18'33"W	33.45	16.78	9°21'32"
C25	62.75	325.00	N41°40'33"W	62.65	31.47	11°03'46"
C26	39.17	275.00	N25°42'38"W	39.14	19.62	8°09'41"
C27	83.59	275.00	N38°29'57"W	83.27	42.12	17°24'58"
C28	19.86	155.00	N64°41'59"E	19.85	9.94	7°20'28"
C29	214.61	155.00	N21°21'50"E	197.87	128.52	79°19'48"
C30	10.22	155.00	N20°11'24"W	10.22	5.11	3°46'41"
C31	38.39	205.00	S16°42'52"E	38.33	19.25	10°43'46"
C32	53.63	205.00	S03°51'18"E	53.48	26.97	14°59'22"
C33	53.63	205.00	S11°08'04"W	53.48	26.97	14°59'22"
C34	53.63	205.00	S26°07'26"W	53.48	26.97	14°59'22"
C35	53.63	205.00	S41°06'48"W	53.48	26.97	14°59'22"
C36	53.63	205.00	S56°06'10"W	53.48	26.97	14°59'22"
C37	17.08	205.00	S65°59'02"W	17.07	8.54	4°46'22"
C38	33.82	50.00	N39°33'33"E	33.18	17.59	38°45'27"
C39	43.91	50.00	N84°05'46"E	42.51	23.48	50°18'59"
C40	47.01	50.00	S43°48'45"E	45.30	25.40	53°51'59"
C41	37.52	50.00	S04°36'56"W	36.64	19.69	42°59'24"
C42	4.98	325.00	N22°04'09"W	4.98	2.49	0°52'43"
C43	122.76	275.00	N34°25'07"W	121.75	62.42	25°34'39"

EXISTING EASEMENTS NOTE:

THERE ARE EASEMENTS OF RECORD AS LISTED ON THE TITLE REPORT ISSUED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 2408807–COM, EFFECTIVE DATE MARCH 12, 2024 THAT ARE NOT SHOWN ON THE PLAT, AS FOLLOWS:

COMMUNICATION LINES EASEMENT RECORDED IN VOLUME 1106, PAGE 585, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS – DOES AFFECT SUBJECT PROPERTY, NOT PLOTTABLE. (BLANKET TYPE)

COMMUNICATION LINES EASEMENT RECORDED IN VOLUME 1106, PAGE 591, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS – DOES AFFECT SUBJECT PROPERTY, NOT PLOTTABLE. (BLANKET TYPE)

ELECTRIC EASEMENT RECORDED IN DOCUMENT NUMBER 2018079463, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS – DOES AFFECT SUBJECT PROPERTY, NOT PLOTTABLE. (BLANKET TYPE)

THE TERMS, CONDITIONS, AND STIPULATIONS OF THE WATER AND WASTEWATER AGREEMENT RECORDED IN DOCUMENT NUMBER 2006036300, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. DOES AFFECT SUBJECT PROPERTY, NOT PLOTTABLE. (BLANKET TYPE)

UTILITY EASEMENT RECORDED IN DOCUMENT NUMBER 2020067322, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS – MAY AFFECT SUBJECT PROPERTY, NOT PLOTTABLE. (BLANKET TYPE)

UTILITY EASEMENT RECORDED IN DOCUMENT NUMBER 2021048786, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS – MAY AFFECT SUBJECT PROPERTY, NOT PLOTTABLE. (BLANKET TYPE)

UTILITY EASEMENT RECORDED IN DOCUMENT NUMBER 2021104263, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS – MAY AFFECT SUBJECT PROPERTY, NOT PLOTTABLE. (BLANKET TYPE)

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5491\Survey\PLAT – SANTA RITA 7C–3.dwg

SANTA RITA RANCH PHASE 7C, SECTION 3
FINAL PLAT

STATE OF TEXAS: §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON: §

I, JAMES EDWARD HORNE, VICE PRESIDENT, SANTA RITA KC, LLC, OWNER OF THAT CERTAIN CALLED 100.844 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2023101940, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, WILLIAMSON COUNTY, TEXAS, AS SHOWN HEREON, DO HEREBY SUBDIVIDE 24.260 ACRES AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS,

"SANTA RITA RANCH PHASE 7C, SECTION 3 FINAL PLAT"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 25 DAY OF September, 20 25.

SANTA RITA KC, LLC
A TEXAS LIMITED PARTNERSHIP

BY: MREM TEXAS MANAGER, LLC,
A DELAWARE LIMITED LIABILITY COMPANY, ITS MANAGER

BY: _____
JAMES EDWARD HORNE, VICE PRESIDENT
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

STATE OF TEXAS: §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON: §

BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JAMES EDWARD HORNE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 25th DAY OF September, 20 25 A.D.

Ashley Cuellar Sousa
NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS

ASHLEY CUELLAR SOUSA
Notary Public, State of Texas
My Commission Expires
May 16, 2026
NOTARY ID 13376154-3

CONSENT OF MORTGAGEE

THE UNDERSIGNED, BEING THE SOLE OWNER AND HOLDER OF TWO DEED OF TRUST LIENS SECURED BY THE PROPERTY, THE FIRST DATED OCTOBER 31, 2013 RECORDED AS DOCUMENT NO. 2013103003 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING A NOTE OF EVEN DATE THEREWITH, AND THE SECOND DATED JANUARY 31, 2018 RECORDED AS DOCUMENT NO. 2018009177, SECURING A NOTE OF EVEN DATE THEREWITH, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF.

INTERNATIONAL BANK OF COMMERCE,
A TEXAS BANKING ASSOCIATION

BY: _____
PRINTED NAME: Dennesha Johnson
TITLE: Vice President

STATE OF TEXAS
COUNTY OF Travis

BEFORE ME ON THIS DAY PERSONALLY APPEARED Dennesha Johnson, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 25 DAY OF September, A.D., 2025.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME: Araceli Hernandez
MY COMMISSION EXPIRES 6-2-2028

ARACELI HERNANDEZ
Notary Public, State of Texas
Commission Expires 06-02-2028
Notary ID 126285198

THIS FLOOD STATEMENT, AS DETERMINED BY A H.U.D.-F.I.A. FLOOD INSURANCE RATE MAP, DOES NOT IMPLY THAT THE PROPERTY OR THE IMPROVEMENTS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR, AND FLOOD HEIGHTS MAY INCREASE BY MAN-MADE OR NATURAL CAUSES.

THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR SURVEYOR.

STATE OF TEXAS:

COUNTY OF TRAVIS:

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL #48491C0275E, EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

I, STEVEN P. CATES, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY.

ENGINEERING BY: Steven P. Cates 9/25/25
STEVEN P. CATES, P.E. NO. 93648 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749

STATE OF CATES 93648 LICENSED PROFESSIONAL ENGINEER

CARLSON, BRIGANCE, & DOERING, INC.
ID # F3791

STATE OF TEXAS:

COUNTY OF TRAVIS:

I, ERIC J. DANNHEIM, R.P.L.S., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE. ALL EASEMENTS OF RECORD AS LISTED ON THE TITLE REPORT ISSUED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 2408807-COM, EFFECTIVE DATE MARCH 12, 2024 ARE SHOWN OR NOTED ON THE PLAT.
DATE OF SURVEY: FEBRUARY 13, 2018

SURVEYED BY: 9/25/25
ERIC J. DANNHEIM, R.P.L.S. NO. 6075 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749
Edannheim@cbdeng.com

STATE OF TEXAS REGISTERED ERIC J. DANNHEIM 6075 PROFESSIONAL LAND SURVEYOR

Mikenzi Hicks 10/1/2025
BY: MCKENZI HICKS DATE
DIRECTOR OF PLANNING
CITY OF LIBERTY HILL, TEXAS

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 25th DAY OF September, 2025 A.D.

on Behalf of Trevor Barker
WILLIAMSON COUNTY ADDRESSING COORDINATOR
WILLIAMSON COUNTY, TEXAS

Trevor Barrington
PRINTED NAME

STATE OF TEXAS: §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON: §

I, STEVEN SNELL., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

_____ _____
STEVEN SNELL., COUNTY JUDGE DATE
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS: §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON: §

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK, _____.M., AND DULY RECORDED THIS THE_____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK, _____.M. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5491\Survey\PLAT - SANTA RITA 7C-3.dwg

Commissioners Court - Regular Session **28.**

Meeting Date: 10/21/2025

Preliminary Plat for the Redemption Hill Church 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 preliminary plat for the Redemption Hill Church subdivision – Precinct 4.

Background

This proposed subdivision consists of 4 lots and no new roads on 16.38 acres.

Timeline

2024-09-27 – initial submittal of the preliminary plat
2024-10-24 – 1st review complete with comments
2024-11-25 – 2nd submittal of preliminary plat
2024-12-09 – 2nd review complete with comments
2025-05-07 – 3rd submittal of preliminary plat
2025-05-21 – 3rd review complete with comments
2025-07-08 – 4th submittal of preliminary plat
2025-07-23 – 4th review complete with comments
2025-09-30 – 5th submittal of preliminary plat
2025-10-08 – 5th review complete with minor comments
2025-10-08 – 6th submittal of preliminary plat
2025-10-13 – 6th review complete with comments cleared
2025-10-14 – preliminary plat placed on the October 21st, 2025 Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

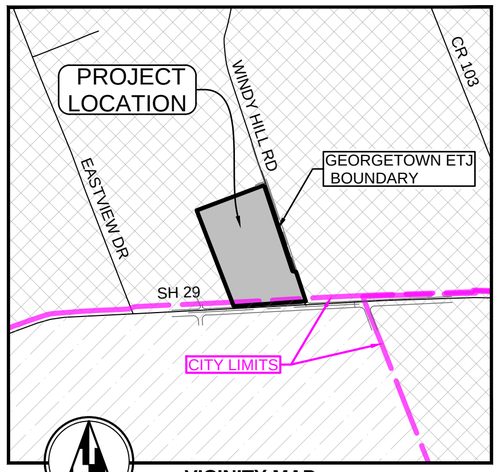
Attachments

Preliminary Plat Redemption Hill Church (CC)

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/15/2025 09:05 AM
Form Started By: Misti Schulz		Started On: 10/14/2025 09:33 AM
Final Approval Date: 10/15/2025		

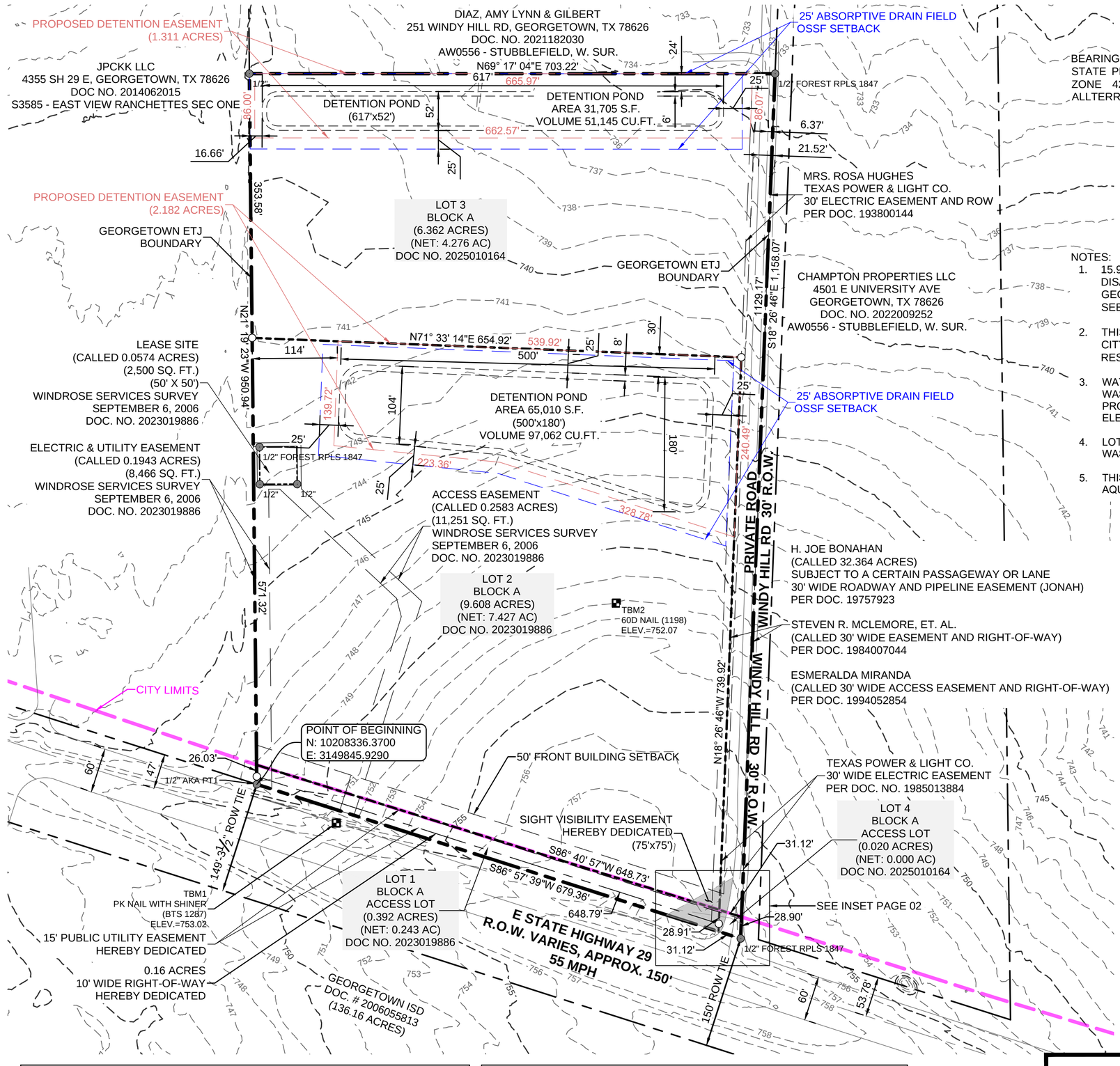
PRELIMINARY PLAT
OF
REDEMPTION HILL CHURCH



VICINITY MAP
SCALE: 1"=1,000'

LEGEND

○	IRON ROD SET
●	IRON ROD FOUND
■	BENCHMARK
	SUBJECT PROPERTY LINE
	ADJACENT PROPERTY LINE
	PROPOSED LOT LINE
	EASEMENT
	EXISTING ROAD CENTERLINE
	CITY LIMITS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
DOC. NO.	DOCUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
VOL./PG.	VOLUME/PAGE
	CITY OF GEORGETOWN ETJ
	CITY OF GEORGETOWN
	DETENTION EASEMENT
	DRAIN FIELD SETBACK



BEARINGS SHOWN HEREON BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD 83/93 DATUM BASED ON ALLTERRA VIRTUAL REFERENCE NETWORK AND ARE GRID VALUES.

NOTES:

1. 15.97 ACRES OF THIS PROPERTY WAS DISANNEXED FROM THE CITY OF GEORGETOWN ETJ ON JUNE 11, 2024, AS SEEN IN RESOLUTION 061124-5.E.
2. THIS PROPERTY WAS DISANNEXED BY THE CITY OF GEORGETOWN AS SEEN IN RESOLUTION 061124-5.E
3. WATER SHALL BE PROVIDED BY JONAH SUD. WASTEWATER FOR LOTS 2 AND 3 SHALL BE PROVIDED BY ON-SITE SEPTIC FACILITIES. ELECTRIC WILL BE PROVIDED BY ONCOR.
4. LOTS 1 AND 4 WILL NEVER HAVE OSSF FOR WASTEWATER SERVICE.
5. THIS PROJECT IS WITHIN THE EDWARDS AQUIFER TRANSITION ZONE.

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	62.86	N78° 06' 49"E
L2	15.17	N78° 06' 49"E
L3	16.38	S84° 11' 32"E
L4	9.83	S18° 26' 46"E
L5	10.03	N18° 26' 46"W
L6	64.77	N86° 57' 39"E

OWNER 1: REDEMPTION HILL CHURCH
51 WINDY HILL ROAD
GEORGETOWN, TEXAS
PHONE 717.503.2076
E-MAIL KEN@RHCHURCH.COM

OWNER 2: ABIDING INVESTMENTS, LLC
2227 FM 1473
MERIDIAN, TX 76665

SURVEYOR: BRUCE L. BRYAN, RPLS
BRYAN TECHNICAL SERVICES, INC.
911 N. MAIN
TAYLOR, TEXAS 76574
PHONE 512.352.9091
E-MAIL BRUCE@BRYANTECHNICALSERVICES.COM

ENGINEER: JENNIFER HENDERSON, PE
HENDERSON PROFESSIONAL ENGINEERS
PELS FIRM F-22208
600 ROUND ROCK WEST DRIVE, SUITE 604
ROUND ROCK, TEXAS 78681
PHONE 512.350.6228
E-MAIL JEN@HENDERSONPE.COM

SUBMITTAL DATE: 09/27/2024

REVISION DATE: 10/29/2024

ACREAGE: 16.38 ACRES

LOT/BLOCK: LOTS 1, 2, 3, 4 / BLOCK A

ORIGINAL SURVEY: W. STUBBLEFIELD SURVEY
ABSTRACT NO. 556

FEMA FLOODPLAIN: THERE IS NO ENCROACHMENT OF THE 100 YEAR FLOOD PLAIN AS SHOWN ON FIRM PANEL 48491C0315F, DATED 12/20/2019

NEW STREETS: NO NEW STREETS ARE PLANNED

BENCHMARKS: TBM1- PK NAIL WITH SHINER (BTS 1287)
N: 10208325.63, E: 3149963.71 ELEV.= 753.02'
TBM2- 60D NAIL (1198)
N:10208733.23, E: 3150209.94 ELEV.= 752.07'

WATER: JONAH SUD

WASTEWATER: O.S.S.F.

LOT TABLE			
	AREA (AC)	AREA (SF)	OWNER
LOT 1	0.392	17,062	REDEMPTION HILL CHURCH
LOT 2	9.608	418,538	REDEMPTION HILL CHURCH
LOT 3	6.362	277,109	ABIDING INVESTMENTS, LLC
LOT 4	0.020	867	ABIDING INVESTMENTS, LLC

LOT ACREAGE REDUCTION TABLE FOR OSSF				
	LOT 1	LOT 2	LOT 3	LOT 4
ROW DEDICATION	6,485 SF	-	33,733 SF	867 SF
POND. ESMT	-	95,032 SF	57,127 SF	-
NET AREA	10,577 SF	323,505 SF	186,249 SF	0 SF

NET - MINIMUM LOT SIZE CALCULATED FOR OSSF PURPOSES.

FOR REVIEW.
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF JENNIFER L. HENDERSON, P.E. 116883 ON September 30, 2025 IT IS NOT TO BE USED FOR BIDDING, PERMITTING OR CONSTRUCTION

Henderson Professional Engineers
HPE Civil Engineering
600 ROUND ROCK WEST DRIVE, SUITE 604
ROUND ROCK, TX 78681
512.350.6228
PELS FIRM #F-22208
www.hendersonpe.com
WBE210166 | HUB 1853873845300

SHEET C01 OF 02

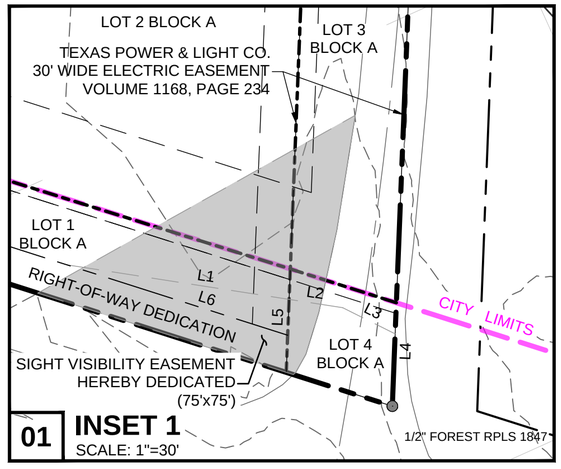
CITY PROJECT NUMBER 2023-29-PP

Plotted by: Luis, Plot date: 30/09/2025, File name: H:\02 Projects\2022\221201 Redemption Hill\07 Sheet\PP\221201 PRELIMINARY PLAT.dwg

PRELIMINARY PLAT
OF
REDEMPTION HILL CHURCH

NOTES:

1. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE WATER: JONAH SUD, WASTEWATER (LOTS 2 AND 3): O.S.S.F., AND ELECTRIC: ONCOR.
2. THERE ARE NO AREAS WITHIN THE BOUNDARIES OF THIS SUBDIVISION IN THE 100-YEAR FLOODPLAIN AS DEFINED BY FIRM MAP NUMBER 48491C0315F, EFFECTIVE DATE OF 12/20/2019.
3. ALL STRUCTURES/ OBSTRUCTIONS ARE PROHIBITED IN DRAINAGE EASEMENTS.
4. 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 ½" PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.
5. ALL SEDIMENTATION, FILTRATION, DETENTION, AND/OR RETENTION BASINS AND RELATED APPURTENANCES SHOWN SHALL BE SITUATED WITHIN A DRAINAGE EASEMENT OR DRAINAGE LOT.THE OWNERS, HOA, OR ASSIGNEES OF THE TRACTS UPON WHICH ARE LOCATED SUCH EASEMENTS, APPURTENANCES, AND DETENTION FACILITIES SHALL MAINTAIN SAME AND BE RESPONSIBLE FOR THEIR MAINTENANCE, ROUTINE INSPECTION, AND UPKEEP.
6. A 15 FOOT PUBLIC UTILITY EASEMENT IS DEDICATED ALONG ALL STREET FRONTAGES WITHIN THIS PLAT.
7. THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE SYSTEM OF 1983, CENTRAL ZONE (4203). ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES. ELEVATIONS ARE BASED ON THE CITY OF GEORGETOWN CONTROL NETWORK, POINT NUMBER 96-006 SURVEY CONTROL POINT.
8. THE MONUMENTS OF THIS PLAT HAVE BEEN ROTATED TO THE NAD 83/93 HARN - TEXAS CENTRAL ZONE AND NAVD 88.
9. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, IT'S OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
10. RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE CITY AND/OR COUNTY HAVE THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR CONSTRUCTION, IMPROVEMENT, OR MAINTENANCE OF THE ADJACENT ROAD.
11. THESE EASEMENTS SHALL BE PERPETUAL AND SHALL BE BINDING ON GRANTOR AND ITS ASSIGNS, HEIRS, AND SUCCESSORS.
12. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0315F, EFFECTIVE DATE 12/20/2019 FOR WILLIAMSON COUNTY, TEXAS.
13. 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.
14. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
15. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.
16. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
17. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
18. THE MAXIMUM IMPERVIOUS COVERAGE PER NON-RESIDENTIAL LOTS SHALL BE PURSUANT TO THE UDC AT THE TIME OF SITE PLAN APPLICATION BASED ON THE ZONING DESIGNATION OF THE PROPERTY.
19. NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT DISTANCE EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
20. THE PURPOSE OF THIS PRELIMINARY PLAT IS TO SHOW THE PROPOSED IMPROVEMENTS TO THE OWNER'S PROPERTY, INCLUDING THE EXISTING TOPOGRAPHY, TO EVALUATE THE EXISTING AND PROPOSED DRAINAGE PATTERNS.
    THERE ARE NO IMPROVEMENTS OR SUBDIVISION OF LOTS 1, 2, 3, 4 / BLOCK A PROPOSED WITH THIS PRELIMINARY PLAT. A REVISED PRELIMINARY PLAT SHALL BE SUBMITTED AND APPROVED PRIOR TO ANY DIVISION OF LOTS 1, 2, 3, 4 / BLOCK A INTO TWO OR MORE PARTS TO LAY OUT (1) A SUBDIVISION OF THE TRACT, INCLUDING AN ADDITION; (2) LOTS; OR (3) STREETS, ALLEYS, SQUARES, PARKS, OR OTHER PARTS OF THE TRACT INTENDED TO BE DEDICATED TO PUBLIC USE OR FOR THE USE OF PURCHASERS OR OWNERS OF LOTS FRONTING ON OR ADJACENT TO THE STREETS, ALLEYS, SQUARES, PARKS, OR OTHER PARTS. A LOT IS ANY PARCEL OR TRACT OF LAND EXCLUSIVE OF ANY ADJOINING ROAD OR ROAD RIGHT-OF-WAY THAT IS SEPARATED FROM OTHER PARCELS BY A LEGAL DESCRIPTION, A SUBDIVISION OF RECORD, OR SURVEY MAP.
    THE TERMS "STREET" OR "ROAD" ARE INTERCHANGEABLE AND ARE USED TO DESCRIBE ALL VEHICULAR WAYS, REGARDLESS OF ANY OTHER DESIGNATION THEY MAY CARRY OR WHETHER THE STREET OR ROAD WILL BE PUBLIC OR PRIVATELY OWNED.
21. MAXIMUM OF 80% IMPERVIOUS COVER ON LOT 3, OTHERWISE STORMWATER MANAGEMENT CONTROLS SHALL BE DESIGNED, CONSTRUCTED AND MAINTAINED BY OWNER. IF IMPERVIOUS COVER IS PROPOSED TO EXCEED MAXIMUM PERCENTAGE ALLOWED, CONTACT WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATION TO REVIEW THE STORMWATER MANAGEMENT CONTROLS PROPOSED ON LOT.
22. 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.
23. 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 CITY OF GEORGETOWN AND/OR WILLIAMSON COUNTY, TEXAS. NEITHER THE CITY OF GEORGETOWN NOR WILLIAMSON COUNTY ASSUMES ANY 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. NEITHER THE CITY OF GEORGETOWN NOR WILLIAMSON COUNTY ASSUMES ANY RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS IN THEIR RESPECTIVE JURISDICTIONS.
24. NEITHER THE CITY OF GEORGETOWN NOR WILLIAMSON COUNTY ASSUMES ANY RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN 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 CITY AND / OR COUNTY.
25. UNLESS OTHERWISE NOTED HEREIN, ALL EASEMENTS DEDICATED TO THE CITY OF GEORGETOWN BY THIS PLAT SHALL BE EXCLUSIVE TO THE CITY OF GEORGETOWN, AND GRANTOR COVENANTS THAT GRANTOR AND GRANTOR'S HEIRS, SUCCESSORS, AND ASSIGNS SHALL NOT CONVEY ANY OTHER EASEMENT, LICENSE, OR CONFLICTING RIGHT TO USE IN ANY MANNER, THE AREA (OR ANY PORTION THEREOF) COVERED BY THIS GRANT.
26. ALL EASEMENTS DEDICATED TO THE CITY OF GEORGETOWN BY THIS PLAT ADDITIONALLY INCLUDE THE FOLLOWING RIGHTS: (1) THE RIGHT OF THE CITY TO CHANGE THE SIZE OF ANY FACILITIES INSTALLED, MAINTAINED, OR OPERATED WITHIN THE EASEMENT AREA; (2) THE RIGHT OF THE CITY TO RELOCATE ANY FACILITIES WITHIN THE EASEMENT AREA; AND (3) THE RIGHT OF THE CITY TO REMOVE FROM THE EASEMENT AREA ALL TREES AND PARTS THEREOF, OR OTHER OBSTRUCTIONS, WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY AND MAINTENANCE OF ANY FACILITIES WITHIN THE EASEMENT AREA.



16.381 ACRE

THESE NOTES DESCRIBE THAT CERTAIN TRACT OF LAND SITUATED IN THE **WOODRUFF STUBBLEFIELD SURVEY, A-556** SITUATED IN WILLIAMSON COUNTY, TEXAS; SUBJECT TRACT BEING ALL OF A CALLED "16.36 ACRES" AS CONVEYED IN A SPECIAL WARRANTY DEED FROM JUSTIN BOHANAN, AS DEVISEE AND AS INDEPENDENT EXECUTOR OF THE ESTATES OF JOY BOHANAN AND JOE BOHANAN, DECEASED, AND JOEL BOHANAN, AS DEVISEE AND AS INDEPENDENT EXECUTOR OF THE ESTATES OF JOY BOHANAN AND JOE BOHANAN, DECEASED TO JUSTIN BOHANAN AND JOEL BOHANAN DATED 04-26-2022 AS RECORDED IN DOCUMENT NO. 2022053744 OF THE OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, (OPRWC), BEING SURVEYED ON THE GROUND UNDER THE DIRECT SUPERVISION OF BRUCE LANE BRYAN, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4249, DURING THE MONTH OF MAY, 2023 AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND ½" IRON ROD *(NORTHING = 10,208,336.37 FEET, EASTING = 3,149,845.93 FEET)* BEING IN THE NORTH RIGHT-OF-WAY OF STATE HIGHWAY 29, SAME BEING THE SOUTHWEST CORNER OF SAID "16.36 ACRES" AND THE SOUTHEAST CORNER OF "LOT 1 - EASTVIEW ESTATES" AS CONVEYED IN A SPECIAL WARRANTY DEED FROM DAVID W. KNIEP, INDEPENDENT EXECUTOR OF THE ESTATES OF STEVE GUTOSKI, DECEASED, TO JPCKK, INC. DATED 08-2014 AS RECORDED IN DOCUMENT NO. 2014062015, OPRWC; FOR REFERENCE A FOUND ½" IRON ROD AT THE SOUTHWEST CORNER OF SAID "LOT 1 - EASTVIEW ESTATES" IN SAID NORTH RIGHT-OF-WAY OF STATE HIGHWAY 29 BEARS SOUTH 87° 00' 07" WEST A DISTANCE OF 437.64 FEET;

THENCE NORTH 21° 19' 23" WEST WITH THE COMMON LINE OF SAID "16.36 ACRES" AND "LOT 1 - EASTVIEW ESTATES", GENERALLY ALONG A BARBED WIRE FENCE, A DISTANCE OF **950.94 FEET** TO A FOUND ½" IRON ROD AT THE NORTHWEST CORNER OF SAID "16.36 ACRES" AND BEING THE SOUTHWEST CORNER OF A CALLED "3.00 ACRES" AS CONVEYED IN A GENERAL WARRANTY DEED FROM AMY LYNN DIAZ TO AMY LYNN DIAZ AND GILBERT DIAZ DATED 10-20-2021 AS RECORDED IN DOCUMENT NO. 2021182030, OPRWC; FOR REFERENCE A FOUND ½" IRON ROD AT THE NORTHWEST CORNER OF SAID "LOT 1 - EASTVIEW ESTATES" BEARS NORTH 21° 16' 18" WEST A DISTANCE OF 166.33 FEET;

THENCE NORTH 69° 17' 04" EAST WITH THE COMMON LINE OF SAID "16.36 ACRES" AND "3.00 ACRES", GENERALLY ALONG A BARBED WIRE FENCE, PASSING THE WEST LINE OF A "30 FOOT WIDE INGRESS - EGRESS EASEMENT" AS RECORDED IN VOLUME 984, PAGE 550, DEED RECORDS OF WILLIAMSON COUNTY (DRWC) AT 673.20 FEET, AND CONTINUING AN ADDITIONAL 30.02 FEET FOR A TOTAL DISTANCE OF **703.22 FEET** TO A FOUND ½" IRON ROD (CAPPED "FOREST 1847") IN THE PAVEMENT OF WINDY HILL ROAD AT THE SOUTHEAST CORNER OF SAID "3.00 ACRES", THE NORTHEAST CORNER OF SAID "30 FOOT WIDE INGRESS - EGRESS EASEMENT" AND THE NORTHEAST CORNER OF SAID "16.36 ACRES";

THENCE SOUTH 18° 26' 46" EAST WITH THE EAST LINE OF SAID "16.36 ACRES" AND "30 FOOT WIDE INGRESS - EGRESS EASEMENT", WITHIN THE PAVEMENT OF WINDY HILL ROAD, A DISTANCE OF **1158.07 FEET** TO A FOUND ½" IRON ROD (CAPPED "FOREST 1847") IN THE PAVEMENT OF WINDY HILL ROAD AT THE SOUTHEAST CORNER OF SAID "16.36 ACRES" AND "30 FOOT WIDE INGRESS - EGRESS EASEMENT" IN THE AFOREMENTIONED NORTH RIGHT-OF-WAY OF STATE HIGHWAY 29;

THENCE SOUTH 86° 57' 39" WEST WITH THE NORTH RIGHT-OF-WAY OF STATE HIGHWAY 29, SOUTH LINE OF SAID "16.36 ACRES" AND "30 FOOT WIDE INGRESS - EGRESS EASEMENT", PASSING THE SOUTHWEST CORNER OF SAID "30 FOOT WIDE INGRESS - EGRESS EASEMENT" AT 31.12 FEET AND CONTINUING WITH SAID LINE AN ADDITIONAL 648.24 FEET FOR A TOTAL DISTANCE OF **679.36 FEET** TO THE **PLACE OF BEGINNING**, CONTAINING ACCORDING TO THE DIMENSIONS HEREIN STATED, AN AREA OF **16.381 ACRES**.

SURVEYOR'S NOTE: BEARINGS SHOWN HEREON BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD 83/93 DATUM BASED ON ALLTERRA VIRTUAL REFERENCE NETWORK AND ARE GRID VALUES.

SURVEYOR'S NOTE: ATTENTION IS INVITED TO ACCOMPANYING PLAT FOR VISIBLE UTILITIES, IMPROVEMENTS, INGRESS/EGRESS EASEMENTS, AND ROADWAYS.

SHEET C02 OF 02

Henderson Professional Engineers
HPE Civil Engineering
600 ROUND ROCK WEST DRIVE, SUITE 604
ROUND ROCK, TX 78681
512.350.6228
PELS FIRM #F-22208
www.hendersonpe.com
WBE210166 | HUB 1853873845300

CITY PROJECT NUMBER 2023-29-PP

Plotted by: Luis, Plot date: 30/09/2025, File name: H:\02 Projects\2022\221201 Redemption Hill\07 Sheet\PP\221201 PRELIMINARY PLAT.dwg

Commissioners Court - Regular Session **29.**

Meeting Date: 10/21/2025

Preliminary Plat for the Yellowstone Phase 1 subdivision – Pct 4

Submitted For: Adam Boatright **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approval of the preliminary plat for the Yellowstone Phase 1 subdivision – Precinct 4.

Background

This proposed subdivision consists of 553 lots, 3 green space/drainage/utility lots, 2 green space/utility lots, 2 green space/drainage lots, 1 green space lot, and 17,204 linear feet of new roads on 129.1 acres.

Timeline

2025-01-14 – initial submittal of the preliminary plat
2025-02-13 – 1st review complete with comments
2025-03-26 – 2nd submittal of preliminary plat
2025-04-10 – 2nd review complete with comments
2025-05-19 – 3rd submittal of preliminary plat
2025-06-03 – 3rd review complete with comments
2025-07-08 – 4th submittal of preliminary plat
2025-07-23 – 4th review complete with comments
2025-09-29 – 5th submittal of preliminary plat
2025-10-13 – 5th review complete with minor comments
2025-10-14 – 6th review complete with comments cleared
2025-10-14 – preliminary plat placed on the October 21st, 2025 Commissioners Court agenda for consideration

---

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Preliminary Plat - Yellowstone Ph 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/15/2025 09:06 AM
Form Started By: Adam Boatright		Started On: 10/14/2025 11:39 PM
Final Approval Date: 10/15/2025		

REVISIONS

No.	DESCRIPTION	REVISE (R) DELETE (D) ADD (A)	TOTAL SHEETS IN PLAN	NET CHANGE IMPERV. COVER	SITE IMPERV. COVER	% IMP. COVER	APPROVAL DATE

DATE OF SUBMITTAL: 11/27/2024

LEGAL DESCRIPTION:
AN 129.1 ACRE TRACT OUT OF 244.98 ACRES OUT OF THE A.A LEWIS SURVEY, A-384 IN WILLIAMSON COUNTY, TEXAS

OWNER:
CR 315 LP
3939 BEE CAVE RD
BLDG. C-100
AUSTIN, TX 78746

CIELO GARDENS LP
3939 BEE CAVE RD
BLDG. C-100
AUSTIN, TX 78746

DEVELOPER:
SONWEST CO.
3939 BEE CAVE ROAD
BLDG. C-100
AUSTIN, TEXAS 78746

ENGINEER:
SCOTT J. FOSTER, P.E.
360 PROFESSIONAL SERVICES, INC.
TEXAS REGISTRATION F4932
P.O. BOX 3639
CEDAR PARK, TEXAS 78630
512-354-4682

NOTE:
1. THIS SUBDIVISION IS SUBJECT TO THE WILLIAMSON COUNTY'S SUBDIVISION REGULATIONS ADOPTED DECEMBER 7, 2021.

PRELIMINARY PLAT FOR

YELLOWSTONE SUBDIVISION PHASE 1

VICINITY MAP
SCALE 1": 2,500'

IN JARRELL, TEXAS WILLIAMSON COUNTY NOVEMBER 2024

Sheet List Table	
Sheet Number	Sheet Title
01	COVER SHEET AND LOCATION MAP
02	OVERALL PRELIMINARY PLAT
03	PRELIMINARY PLAT (SHEET 1 OF 7)
04	PRELIMINARY PLAT (SHEET 2 OF 7)
05	PRELIMINARY PLAT (SHEET 3 OF 7)
06	PRELIMINARY PLAT (SHEET 4 OF 7)
07	PRELIMINARY PLAT (SHEET 5 OF 7)
08	PRELIMINARY PLAT (SHEET 6 OF 7)
09	PRELIMINARY PLAT (SHEET 7 OF 7)
10	PRELIMINARY PLAT CURVE AND LINE TABLES
11	OVERALL EXISTING DRAINAGE AREA MAP
12	OVERALL PROPOSED DRAINAGE AREA MAP
13	CHANNEL HEC-RAS SCHEMATIC
14	OVERALL UTILITY LAYOUT
15	UTILITY LAYOUT (SHEET 1 OF 7)
16	UTILITY LAYOUT (SHEET 2 OF 7)
17	UTILITY LAYOUT (SHEET 3 OF 7)
18	UTILITY LAYOUT (SHEET 4 OF 7)
19	UTILITY LAYOUT (SHEET 5 OF 7)
20	UTILITY LAYOUT (SHEET 6 OF 7)
21	UTILITY LAYOUT (SHEET 7 OF 7)

ENGINEER:

360 PROFESSIONAL SERVICES, INC.

TEXAS REGISTRATION F4932
P.O. BOX 3639
CEDAR PARK, TEXAS 78630
PHONE (512) 354-4682
CONTACT: SCOTT J. FOSTER, P.E.

SURVEYOR:

LENZ & ASSOCIATES, INC.
4303 RUSSELL DRIVE
AUSTIN, TEXAS 78704
PHONE (512) 443-1174
CONTACT: TIMOTHY A. LENZ, RPLS

ENGINEER'S CERTIFICATION:

STATE OF TEXAS
SCOTT J. FOSTER
84652
LICENSED
PROFESSIONAL ENGINEER
9/25/2025

LICENSED PROFESSIONAL ENGINEER
REGISTRATION NO. 84652
360 PROFESSIONAL SERVICES, INC.
P.O. BOX 3639
CEDAR PARK, TEXAS 78630

SHEET
01

PLOT DATE: 9/25/2025 3:37pm SCOTTJD BY: tesli
FILE: C:\Users\tesli\Documents\LWA\Sonwest Development\Yellowstone Phase 1\Civil\Graphics\Preliminary Plat Cover Sheet.dwg LAYOUT: COVER SHEET
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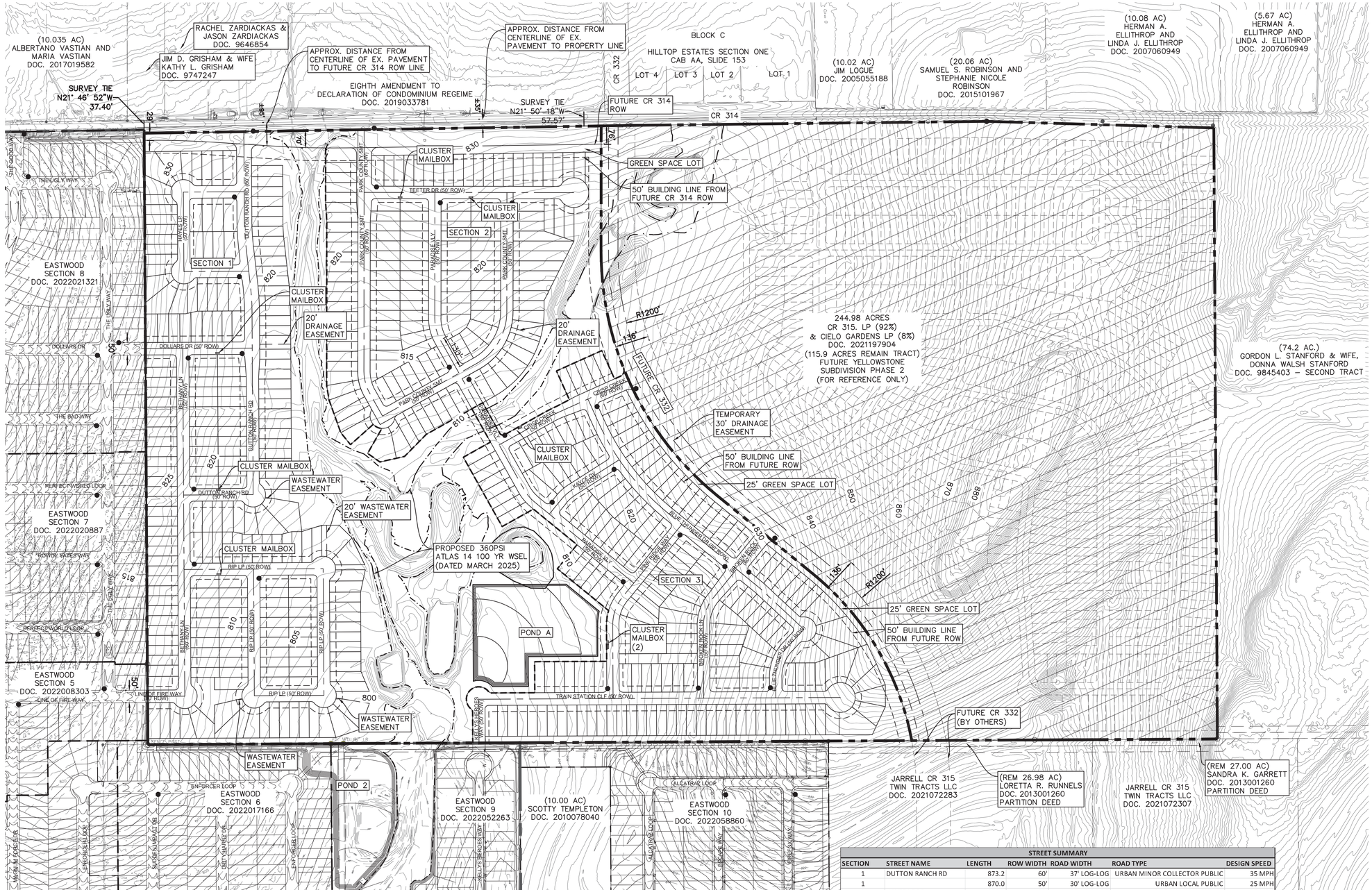


LEGEND

- SUBJECT PROPERTY
- SECTION LINES
- PROPERTY LINES
- EXIST. CONTOURS
- PROP 360PSI ATLAS 14 100 YR WSEL
- AREA NOT INCLUDED (115.9 ACRES)
- STOP SIGN

LOT SUMMARY	
SECTION 1	
DEVELOPED LOTS	227
GREEN SPACE DRAINAGE AND UTILITY LOT	2
GREEN SPACE AND UTILITY LOT	1
TOTAL	230
SECTION 2	
DEVELOPED LOTS	145
GREEN SPACE DRAINAGE AND UTILITY LOT	1
GREEN SPACE AND UTILITY LOT	1
GREEN SPACE LOT	1
TOTAL	148
SECTION 3	
DEVELOPED LOTS	181
GREEN SPACE AND DRAINAGE LOT	2
TOTAL	183
TOTAL	
DEVELOPED LOTS	553
NONRESIDENTIAL LOTS	6
AREA (ACRES)	
SECTION 1	64.0
SECTION 2	28.2
SECTION 3	34.2
CR 314 ROW	2.7
TOTAL	129.1

STREET SUMMARY						
SECTION	STREET NAME	LENGTH	ROW WIDTH	ROAD WIDTH	ROAD TYPE	DESIGN SPEED
1	DUTTON RANCH RD	873.2	60'	37' LOG-LOG	URBAN MINOR COLLECTOR PUBLIC	35 MPH
1		870.0	50'	30' LOG-LOG	URBAN LOCAL PUBLIC	25 MPH
1	HAYES LOOP	826.3	50'	30' LOG-LOG	URBAN LOCAL PUBLIC	25 MPH
1	BETHANY LANE	1400.0	50'	30' LOG-LOG	URBAN LOCAL PUBLIC	25 MPH
1	RIP LOOP	1860.0	50'	30' LOG-LOG	URBAN LOCAL PUBLIC	25 MPH
1	DOLLARS DR	445.0	50'	30' LOG-LOG	URBAN LOCAL PUBLIC	25 MPH
1	LINE OF FIRE WAY	165.0	50'	30' LOG-LOG	URBAN LOCAL PUBLIC	25 MPH
2	PARK COUNTY SMT	252.5	60'	37' LOG-LOG	URBAN MINOR COLLECTOR PUBLIC	35 MPH
2		2085.0	50'	30' LOG-LOG	URBAN LOCAL PUBLIC	25 MPH
2	TEETER DRIVE	844.1	50'	30' LOG-LOG	URBAN LOCAL PUBLIC	25 MPH
2	PARADISE VALLEY	901.6	50'	30' LOG-LOG	URBAN LOCAL PUBLIC	25 MPH
3	KELLYS HEROES WAY	176.0	50'	30' LOG-LOG	URBAN LOCAL PUBLIC	25 MPH
3	PARADISE VALLEY	968.3	50'	30' LOG-LOG	URBAN LOCAL PUBLIC	25 MPH
3	TRAIN STATION CLIFF	1455.4	50'	30' LOG-LOG	URBAN LOCAL PUBLIC	25 MPH
3	BROKEN ROCK LANE	180.0	60'	37' LOG-LOG	URBAN MINOR COLLECTOR PUBLIC	35 MPH
3		561.8	50'	30' LOG-LOG	URBAN LOCAL PUBLIC	25 MPH
3	BLUE THUNDER DRIVE	1601.8	50'	30' LOG-LOG	URBAN LOCAL PUBLIC	25 MPH
3	CRISP CREEK	180.5	60'	37' LOG-LOG	URBAN MINOR COLLECTOR PUBLIC	35 MPH
3		402.6	50'	30' LOG-LOG	URBAN LOCAL PUBLIC	25 MPH
3	KAYCE DIVIDE	359.4	50'	30' LOG-LOG	URBAN LOCAL PUBLIC	25 MPH
3	PINE RIDGE WAY	795.5	50'	30' LOG-LOG	URBAN LOCAL PUBLIC	25 MPH

NOTES:
1. ALL LOTS SHALL HAVE A 25' BUILDING SETBACK FROM THE FRONT RIGHT-OF-WAY LINE. CR 314 TO HAVE A 50' BUILDING SETBACK FROM THE CR 314 RIGHT-OF-WAY.
2. WATER AND WASTEWATER SERVICE PROVIDED BY COOL WATER MUD.
3. ALL PROPOSED ROADS TO BE URBAN AND PUBLIC.
4. THIS SITE IS NOT LOCATED IN THE 100 YEAR FLOODPLAIN PER FIRM PANEL NO 48491C0150F DATED DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS.
5. NO PORTION OF THE SITE IS LOCATED WITHIN JARRELL ETJ.
6. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
7. INDIVIDUAL SINGLE FAMILY RESIDENTIAL DRIVEWAYS SHALL ONLY CONNECT TO AN INTERNAL PLATTED ROAD AND NOT TO CR 314 OR THE FUTURE NORTH-SOUTH ARTERIAL, CR 332. JOINT USE SINGLE FAMILY RESIDENTIAL AND COMMERCIAL DRIVEWAYS THAT MEET THE WILLIAMSON COUNTY DRIVEWAY POLICY IN EFFECT AT THAT TIME MAY BE ALLOWED AND WOULD REQUIRE A SEPARATE DRIVEWAY PERMIT.
8. REFERENCE TYPICAL KNUCKLE OR 90° BEND ON SHEET 07 FOR ADDITIONAL INFORMATION AND DIMENSIONS.
9. ON-SITE SURVEY PROVIDED BY LENZ AND ASSOCIATES, INC. DATED MARCH 2022. ON-SITE TOPO PROVIDED BY LENZ AND ASSOCIATES, INC. DATED JULY 2022. OTHER DATA SHOWN AND PROVIDED BY WILLIAMSON COUNTY. NO WARRANTY IS EXPRESSED OR IMPLIED AS TO ITS ACCURACY.
10. NO LOT WITH LESS THAN 50 FEET OF STREET FRONTAGE SHALL BE FURTHER SUBDIVIDED.

TEXAS FIRM REGISTRATION F4932
P.O. BOX 1088
CEDAR PARK, TEXAS 78630
PHONE (512) 354-4682
360 PROFESSIONAL SERVICES, INC.

SCOTT J. FOSTER
84652
LICENSED PROFESSIONAL ENGINEER
9/25/2025

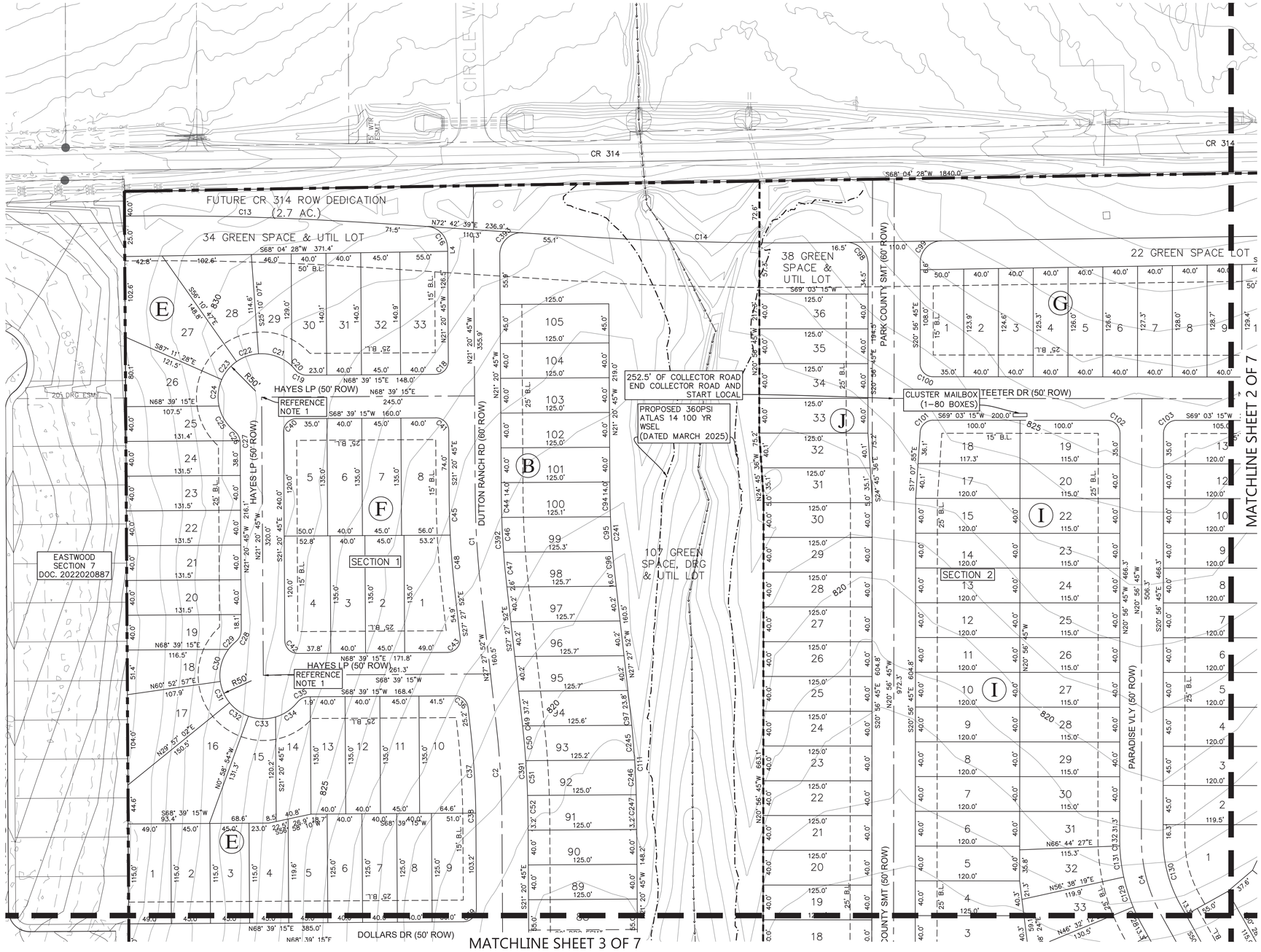
YELLOWSTONE SUBDIVISION PHASE 1
JARRELL, TEXAS

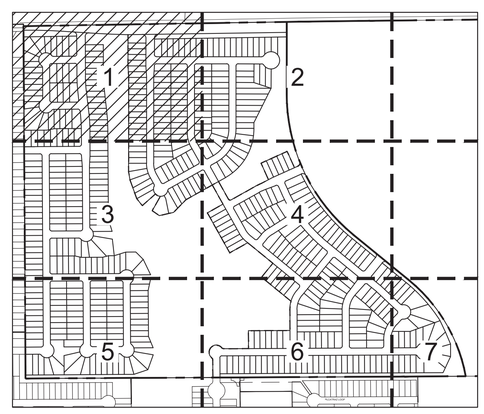
OVERALL PRELIMINARY PLAT

Scale: AS SHOWN
Designed by:
Drawn by:
Checked by:
Date: SEPTEMBER 2025
Project No.

SHEET
02

XREFs: C:\Users\Vastian\Documents\LDDProjects\Centers Development\Yellowstone Phase 1\Civil\Exhibits\Yellowstone Ph 1 Patent Plat.dwg





LOCATION MAP
N.T.S.

SCALE IN FEET
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LEGEND

- SUBJECT PROPERTY
- SECTION LINES
- PROPERTY LINES
- EXIST. CONTOURS
- PROP 360PSI ATLAS 14 100 YR WSEL

NOTES:
1. REFERENCE TYPICAL KNUCKLE OR 90° BEND ON SHEET 09 FOR ADDITIONAL INFORMATION AND DIMENSIONS.
2. ON-SITE SURVEY PROVIDED BY LENZ AND ASSOCIATES, INC. DATED MARCH 2022. ON-SITE TOPO PROVIDED BY LENZ AND ASSOCIATES, INC. DATED JULY 2022. OTHER DATA SHOWN AND PROVIDED BY WILLIAMSON COUNTY. NO WARRANTY IS EXPRESSED OR IMPLIED AS TO ITS ACCURACY.

TEXAS FIRM REGISTRATION F4932
P.O. BOX 2028
CEDAR PARK, TEXAS 78630
PHONE (512) 354-4682

360 PROFESSIONAL SERVICES, INC.

SCOTT J. FOSTER
84652
LICENSED PROFESSIONAL ENGINEER
9/25/2025

IMAGES: SJF Sign.tif

YELLOWSTONE SUBDIVISION PHASE 1
JARRELL, TEXAS

PRELIMINARY PLAT (SHEET 1 OF 7)

Scale: AS SHOWN
Designed by:
Drawn by:
Checked by:
Date: SEPTEMBER 2025
Project No.

SHEET
03

PLOTTED BY: ssp 9/25/2025 - 7:41pm
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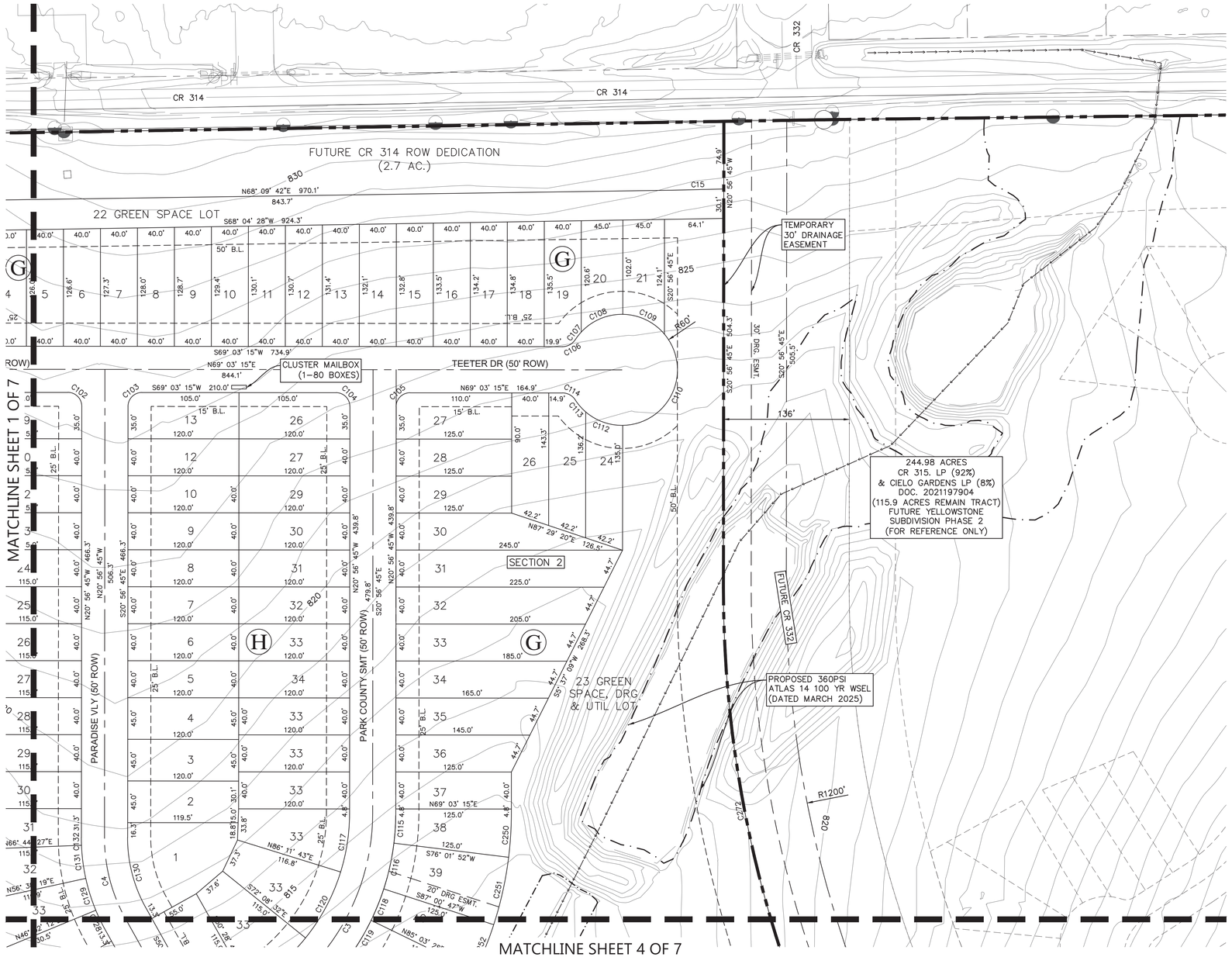

N

W E

S

SCALE IN FEET

60 30 0 60

LEGEND

- SUBJECT PROPERTY
- SECTION LINES
- PROPERTY LINES
- EXIST. CONTOURS
- PROP 360PSI ATLAS 14 100 YR WSEL

NOTES:
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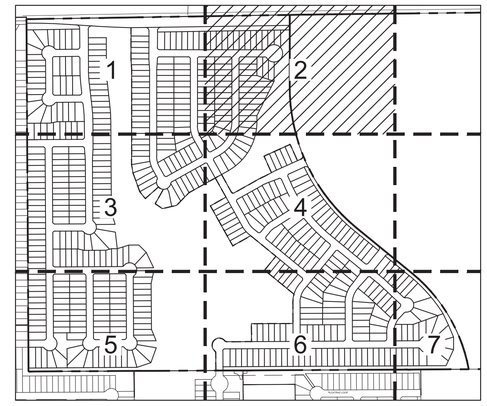
2. ON-SITE SURVEY PROVIDED BY LENZ AND ASSOCIATES, INC. DATED MARCH 2022. ON-SITE TOPO PROVIDED BY LENZ AND ASSOCIATES, INC. DATED JULY 2022. OTHER DATA SHOWN AND PROVIDED BY WILLIAMSON COUNTY. NO WARRANTY IS EXPRESSED OR IMPLIED AS TO ITS ACCURACY.



LOCATION MAP
N.T.S.

TEXAS FIRM REGISTRATION F4932
P.O. BOX 1088
CEDAR PARK, TEXAS 78630
PHONE (512) 354-4682

360 PROFESSIONAL SERVICES, INC.

SCOTT J. FOSTER
84652
LICENSED
PROFESSIONAL ENGINEER
9/25/2025

IMAGES: SoF Sign.tif

YELLOWSTONE SUBDIVISION PHASE 1 JARRELL, TEXAS

PRELIMINARY PLAT (SHEET 2 OF 7)

Scale: AS SHOWN
Designed by:
Drawn by:
Checked by:
Date: SEPTEMBER 2025
Project No.

SHEET
04

INDEX C:\Users\Vlam\Documents\360PS\Sonterra Development\Yellowstone Phase 1\Civil\Exhibits\Yellowstone Ph 1 Prelim.dwg
XREF: C:\Users\Vlam\Documents\360PS\Sonterra Development\Yellowstone Ph 1 Prelim.dwg

MATCHLINE SHEET 1 OF 7

MATCHLINE SHEET 4 OF 7

MATCHLINE SHEET 5 OF 7

DOLLARS DR (50' ROW)

CLUSTER MAILBOX (1–80 BOXES)

BETHANY LN (50' ROW)

DUTTON RANCH RD (50' ROW)

RIP LP (50' ROW)

PARK COUNTY SMT (50' ROW)

PARK COUNTY SMT (50' ROW)

EASTWOOD SECTION 7 DOC. 2022020887

873.2' OF COLLECTOR ROAD END COLLECTOR ROAD AND START LOCAL

20' DRAINAGE EASEMENT

20' DRG ESMT.

107 GREEN SPACE, DRG & UTIL LOT

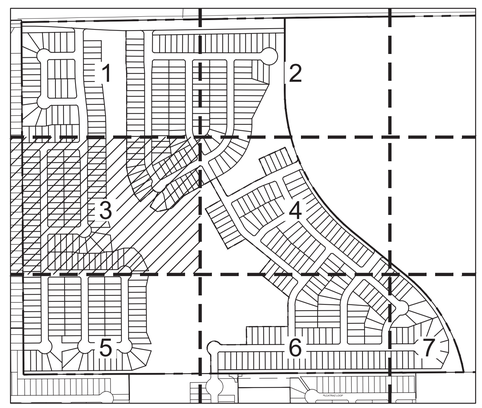
REFERENCE NOTE 1

WASTEWATER EASEMENT

20' WASTEWATER EASEMENT

20' WW ESMT.

PROPOSED 360PSI ATLAS 14 100 YR WSEL (DATED MARCH 2025)



LOCATION MAP
N.T.S.

SCALE IN FEET
60 30 0 60

LEGEND

- SUBJECT PROPERTY
- SECTION LINES
- PROPERTY LINES
- EXIST. CONTOURS
- PROP 360PSI ATLAS 14 100 YR WSEL

NOTES:
1. REFERENCE TYPICAL KNUCKLE OR 90° BEND ON SHEET 09 FOR ADDITIONAL INFORMATION AND DIMENSIONS.
2. ON-SITE SURVEY PROVIDED BY LENZ AND ASSOCIATES, INC. DATED MARCH 2022. ON-SITE TOPO PROVIDED BY LENZ AND ASSOCIATES, INC. DATED JULY 2022. OTHER DATA SHOWN AND PROVIDED BY WILLIAMSON COUNTY. NO WARRANTY IS EXPRESSED OR IMPLIED AS TO ITS ACCURACY.

TEXAS FIRM REGISTRATION F4932
P.O. BOX 1805
CEDAR PARK, TEXAS 78630
PHONE (512) 354-4682

360 PROFESSIONAL SERVICES, INC.

SCOTT J. FOSTER
84652
LICENSED PROFESSIONAL ENGINEER
9/25/2025

IMAGES: 5 of Sign.tif

YELLOWSTONE SUBDIVISION PHASE 1
JARRELL, TEXAS

PRELIMINARY PLAT
(SHEET 3 OF 7)

Scale: AS SHOWN
Designed by:
Drawn by:
Checked by:
Date: SEPTEMBER 2025
Project No.

SHEET
05

XREFs: C:\Users\Ken\Documents\MSOFFICE\Centex Development\Yellowstone Phase 1\Cad\Exhibits\Yellowstone Ph 1 Preliminary Plat.dwg

MATCHLINE SHEET 2 OF 7

MATCHLINE SHEET 3 OF 7

MATCHLINE SHEET 6 OF 7

20' DRAINAGE EASEMENT

180.5' OF COLLECTOR ROAD END COLLECTOR ROAD AND START LOCAL

PROPOSED 360PSI ATLAS 14 100 YR WSEL (DATED MARCH 2025)

PROPOSED STOP SIGNS

CLUSTER MAILBOX (1-80 BOXES)

TEMPORARY 30' DRAINAGE EASEMENT

244.98 ACRES
CR 315, LP (92%)
& CIELO GARDENS LP (8%)
DOC. 2021197904
(115.9 ACRES REMAIN TRACT)
FUTURE YELLOWSTONE
SUBDIVISION PHASE 2
(FOR REFERENCE ONLY)

CRISP CREEK (60' ROW)

CRISP CREEK (50' ROW)

PARADISE VLY (60' ROW)

KAYCE DV (50' ROW)

20 GREEN SPACE LOT

FUTURE CR 332

30' DRG. ESMT.

BLUE THUNDER DR (50' ROW)

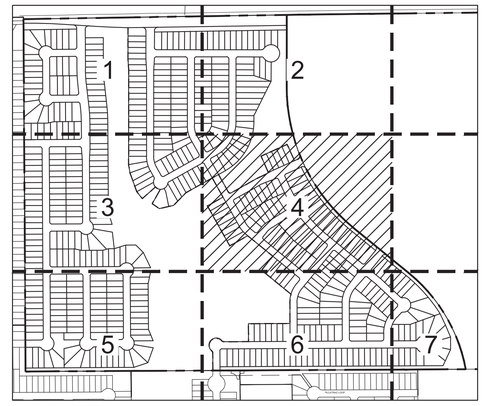
PINE RIDGE WAY (60' ROW)

BROKEN ROCK LN (60' ROW)

SECTION 3

R1200'

825 820 815 810 840 835 830



LOCATION MAP
N.T.S.

SCALE IN FEET
60 30 0 60

LEGEND

- SUBJECT PROPERTY
- SECTION LINES
- PROPERTY LINES
- EXIST. CONTOURS
- PROP 360PSI ATLAS 14 100 YR WSEL

NOTES:
1. REFERENCE TYPICAL KNUCKLE OR 90° BEND ON SHEET 09 FOR ADDITIONAL INFORMATION AND DIMENSIONS.
2. ON-SITE SURVEY PROVIDED BY LENZ AND ASSOCIATES, INC. DATED MARCH 2022. ON-SITE TOPO PROVIDED BY LENZ AND ASSOCIATES, INC. DATED JULY 2022. OTHER DATA SHOWN AND PROVIDED BY WILLIAMSON COUNTY. NO WARRANTY IS EXPRESSED OR IMPLIED AS TO ITS ACCURACY.

TEXAS FIRM REGISTRATION F4932
P.O. BOX 1805
CEDAR PARK, TEXAS 78630
PHONE (512) 354-4682

360 PROFESSIONAL SERVICES, INC.

SCOTT J. FOSTER
84652
LICENSED PROFESSIONAL ENGINEER
9/25/2025

IMAGES: SJF Sign.tif

YELLOWSTONE SUBDIVISION PHASE 1
JARRELL, TEXAS

PRELIMINARY PLAT (SHEET 4 OF 7)

Scale: AS SHOWN
Designed by:
Drawn by:
Checked by:
Date: SEPTEMBER 2025
Project No.

SHEET
06

PLOT DATE: 9/25/2025 - 4:45pm
SCRIPTED BY: wsl
FILE: C:\Users\wsl\Documents\WORK\Gentera Development\Yellowstone Phase 1\Civil\Exhibits\Yellowstone Ph 1 Prelim.dwg
XREF: C:\Users\wsl\Documents\WORK\Gentera Development\Yellowstone Ph 1\Civil\Exhibits\Yellowstone Ph 1 Prelim.dwg

MATCHLINE SHEET 3 OF 7

MATCHLINE SHEET 6 OF 7

EASTWOOD SECTION 7 DOC. 2022020887

EASTWOOD SECTION 5 DOC. 2022008303

CLUSTER MAILBOX (1–80 BOXES)

RIP LP (50' ROW)

BETHANY LN (50' ROW)

LINE OF FIRE WAY (50' ROW)

SECTION 1

REFERENCE NOTE 1

WASTEWATER EASEMENT

6 GREEN SPACE, DRG & UTIL LOT

107 GREEN SPACE, DRG & UTIL LOT

PROPOSED 360PSI ATLAS 14 100 YR WSEL (DATED MARCH 2025)

25' SONTERRA MUD UTILITY EASEMENT DOC #2021169502

EASTWOOD SECTION 9 DOC. 2022052263

EASTWOOD SECTION 6 DOC. 2022017166

ENFORCER LOOP

SCALE IN FEET

60 30 0 60

LEGEND

- SUBJECT PROPERTY
- SECTION LINES
- PROPERTY LINES
- EXIST. CONTOURS
- PROP 360PSI ATLAS 14 100 YR WSEL

NOTES:
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LOCATION MAP
N.T.S.

TEXAS FIRM REGISTRATION F4932
P.O. BOX 1076
CEDAR PARK, TEXAS 78630
PHONE (512) 354-4682

360 PROFESSIONAL SERVICES, INC.

SCOTT J. FOSTER
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LICENSED PROFESSIONAL ENGINEER
9/25/2025

IMAGES: SJF Sign.tif

YELLOWSTONE SUBDIVISION PHASE 1
JARRELL, TEXAS

PRELIMINARY PLAT
(SHEET 5 OF 7)

Scale: AS SHOWN
Designed by:
Drawn by:
Checked by:
Date: SEPTEMBER 2025
Project No.

SHEET
07

XREFs: \\Users\Vet\Documents\360PS\Sonterra Development\Yellowstone Phase 2\Civil\Exhibits\Yellowstone Ph. 2 Prelim Plat.dwg

MATCHLINE SHEET 4 OF 7

MATCHLINE SHEET 5 OF 7

MATCHLINE SHEET 7 OF 7

107 GREEN SPACE, DRG & UTIL LOT

POND A

CLUSTER MAILBOX (2-80 BOXES)

805

815

825

830

PINE RIDGE WAY (50' ROW)

BROKEN ROCK LN (50' ROW)

BLUE THUNDER DR (50' ROW)

BLUE THUNDER DR (50' ROW)

180.0' OF COLLECTOR ROAD END COLLECTOR ROAD AND START LOCAL

SECTION 3

REFERENCE NOTE 1

TRAIN STATION CLF (50' ROW)

TRAIN STATION CLF (50' ROW)

KELLYS HEROES WAY (50' ROW)

58 GREEN SPACE & DRG LOT

EASTWOOD SECTION 9 DOC. 2022052263

EASTWOOD SECTION 10 DOC. 2022052263

25' SONTERRA MUD UTILITY EASEMENT DOC #2021169503

ALCATRAZ LOOP

N

W E

S

SCALE IN FEET

60 30 0 60

LEGEND

- SUBJECT PROPERTY
- SECTION LINES
- PROPERTY LINES
- EXIST. CONTOURS
- PROP 360PSI ATLAS 14 100 YR WSEL

NOTES:
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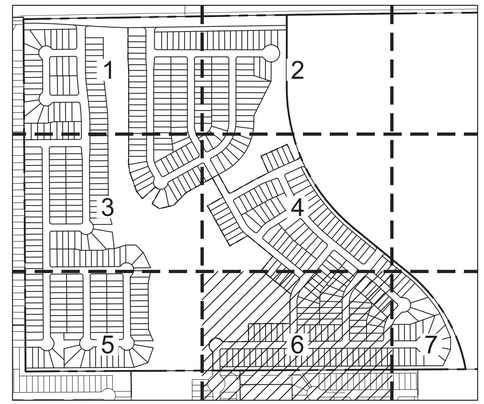


LOCATION MAP
N.T.S.

TEXAS FIRM REGISTRATION F4932
P.O. BOX 1088
CEDAR PARK, TEXAS 78630
PHONE (512) 354-4682

360 PROFESSIONAL SERVICES, INC.

SCOTT J. FOSTER
84652
LICENSED PROFESSIONAL ENGINEER
9/25/2025

IMAGES: SJF Sign.tif

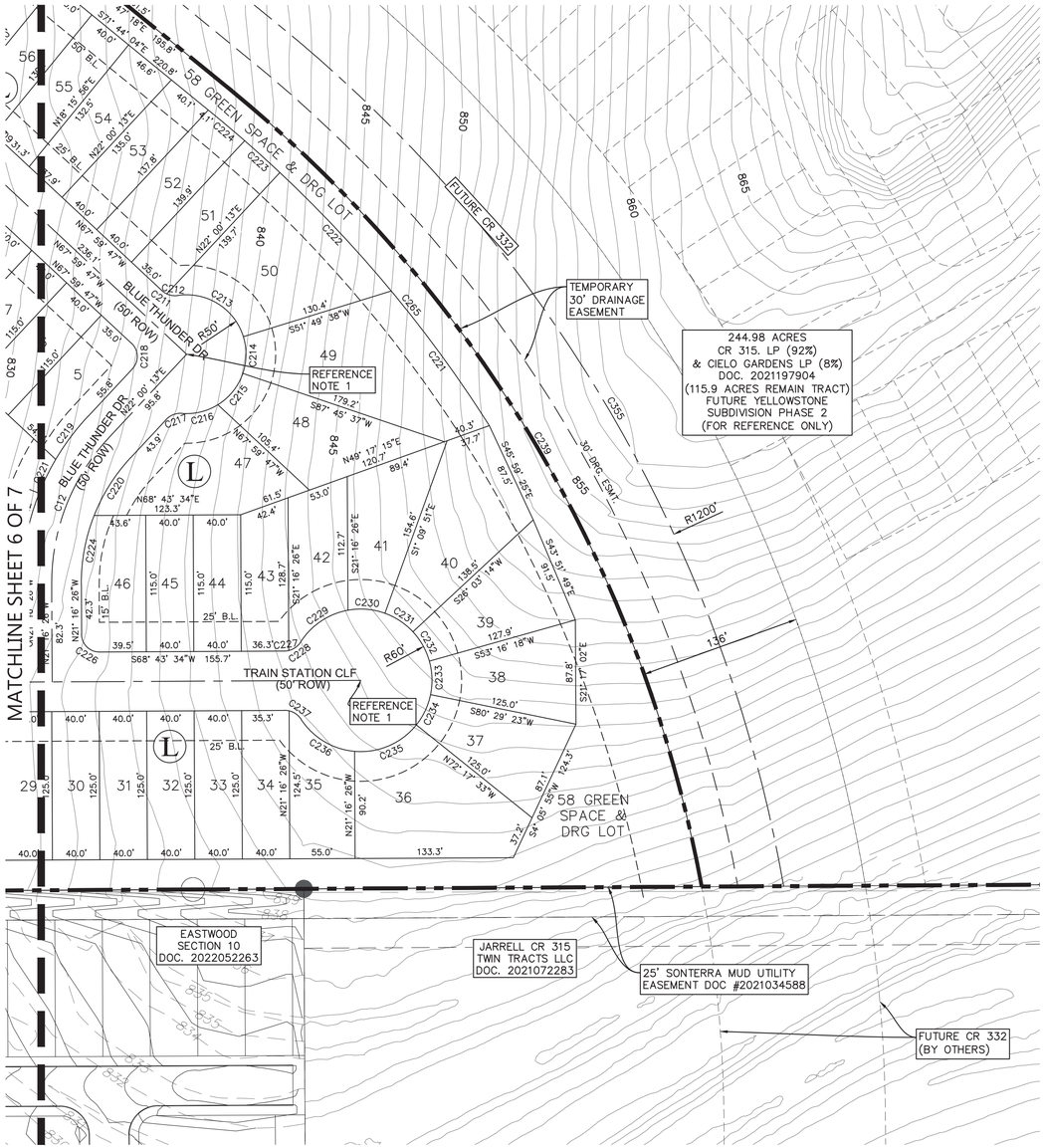
YELLOWSTONE
SUBDIVISION
PHASE 1
JARRELL, TEXAS

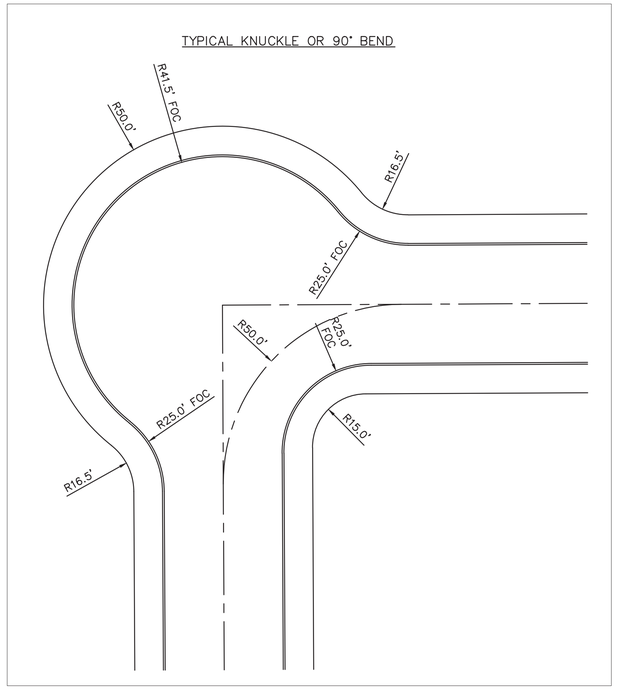
PRELIMINARY PLAT
(SHEET 6 OF 7)

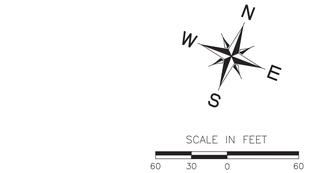
Scale: AS SHOWN
Designed by:
Drawn by:
Checked by:
Date: SEPTEMBER 2025
Project No.

SHEET
08

FILE: S:\Users\Lenz\Documents\LDSDP\Contents Development\Yellowstone Phase 1\Civil\Exhibits\Yellowstone Ph 1 Prelim Plat.dwg LAYOUT: 06 Prelim Plat SHT DATE: 9/25/2025 7:48am
XREFS: Xrefs Used: Yellowstone Ph 1 Boundary.dwg, Yellowstone Ph 1 Lots.dwg, Yellowstone Ph 1 Streets.dwg, Yellowstone Ph 1 Easements.dwg, Yellowstone Ph 1 Misc.dwg, Yellowstone Ph 1 Parks.dwg, Yellowstone Ph 1 Open Space.dwg, Yellowstone Ph 1 Flood Plain.dwg, Yellowstone Ph 1 Topo.dwg
PLOTTED BY: lenz, 9/25/2025 7:48am
C:\Users\Lenz\Documents\LDSDP\Contents Development\Yellowstone Phase 1\Civil\Exhibits\Yellowstone ph 1 Prelim Plat.dwg







LEGEND

- SUBJECT PROPERTY
- SECTION LINES
- PROPERTY LINES
- EXIST. CONTOURS
- PROP 360PSI ATLAS 14 100 YR WSEL

NOTES:
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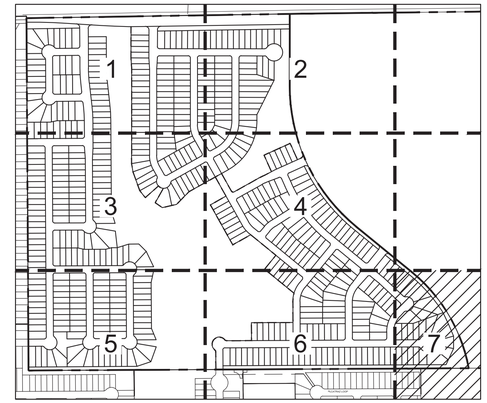
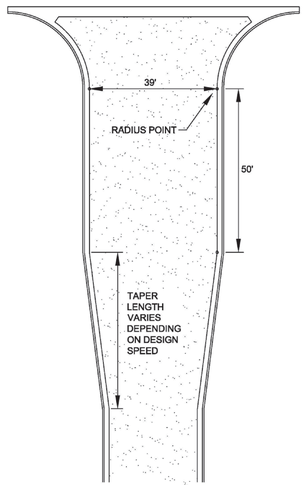


LOCATION MAP
N.T.S.

Appendix J –Intersection Approach Detail



TEXAS FIRM REGISTRATION F4932
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PHONE (512) 354-4682

360 PROFESSIONAL SERVICES, INC.

SCOTT J. FOSTER
84652
LICENSED PROFESSIONAL ENGINEER
9/25/2025

IMAGES: 5 of Sign.tif

YELLOWSTONE SUBDIVISION PHASE 1
JARRELL, TEXAS

PRELIMINARY PLAT
(SHEET 7 OF 7)

Scale: AS SHOWN
Designed by:
Drawn by:
Checked by:
Date: SEPTEMBER 2025
Project No.

SHEET
09

REF'S: V:\Projects\Documents\2024\Cielo's Gardens Development\Yellowstone Phase 1\Civil\Exhibits\Yellowstone Ph 1 Prelim Plat.dwg LAYOUT: 07 Phase 1 PRELIMINARY PLAT (SHEET 7 OF 7) PLOT DATE: 9/25/2025 7:50am
PLOTTED BY: ian
XREFs: V:\Projects\Documents\2024\Cielo's Gardens Development\Yellowstone Phase 1\Civil\Exhibits\Yellowstone Ph 1 Prelim Plat.dwg, 3Dtopo.dwg, xtopo_yellowstone ejb topo exan xtopo_yellowstone ejb topo exan xtopo_yellowstone ejb topo exan

Curve Table						
Curve #	Length	Radius	Delta	Tangent	Chord Direction	Chord Length
C1	106.79	1000.00	6.12	53.44	N24° 24' 19"W	106.74
C2	106.79	1000.00	6.12	53.44	N24° 24' 19"W	106.74
C3	254.33	240.00	60.72	140.57	S9° 24' 46"W	242.60
C4	91.99	180.00	29.28	47.03	N35° 35' 14"W	91.00
C6	26.18	300.00	5.00	13.10	N42° 16' 17"E	26.17
C7	462.62	1000.00	26.51	235.52	N58° 28' 53"W	458.50
C8	11.74	180.00	3.74	5.87	N69° 51' 56"W	11.74
C11	124.22	180.00	39.54	64.70	N1° 30' 15"W	121.77
C12	135.96	180.00	43.28	71.41	N0° 21' 53"E	132.75
C13	277.12	3632.00	4.37	138.63	N70° 33' 22"E	277.05
C14	300.40	3768.00	4.57	150.28	N70° 27' 26"E	300.32
C15	55.97	3928.00	0.82	27.99	N67° 44' 52"E	55.97
C16	37.50	25.00	85.94	23.29	N64° 19' 03"W	34.08
C18	23.56	15.00	90.00	15.00	N23° 39' 15"E	21.21
C19	14.80	16.50	51.39	7.94	S85° 39' 09"E	14.31
C20	6.07	50.00	6.96	3.04	S63° 26' 21"E	6.07
C21	42.11	50.00	48.25	22.39	N88° 57' 23"E	40.87
C22	27.06	50.00	31.01	13.87	N49° 19' 33"E	26.73
C23	27.06	50.00	31.01	13.87	N18° 18' 52"E	26.73
C24	31.08	50.00	35.62	16.06	N14° 59' 59"W	30.58
C25	34.84	50.00	39.92	18.16	N52° 46' 14"W	34.14
C26	12.77	16.50	44.34	6.72	N50° 33' 53"W	12.45
C27	2.03	16.50	7.05	1.02	N24° 52' 17"W	2.03
C28	14.80	16.50	51.39	7.94	N4° 20' 51"E	14.31
C29	12.59	50.00	14.43	6.33	N22° 49' 41"E	12.56
C30	39.09	50.00	44.79	20.60	N6° 46' 46"W	38.10
C31	26.94	50.00	30.87	13.81	N44° 36' 44"W	26.62
C32	26.99	50.00	30.93	13.83	N75° 30' 56"W	26.67
C33	31.81	50.00	36.45	16.47	S70° 47' 30"W	31.28
C34	30.80	50.00	35.30	15.91	S34° 54' 58"W	30.32
C35	14.80	16.50	51.39	7.94	S42° 57' 38"W	14.31
C36	21.96	15.00	83.88	13.48	N69° 24' 19"W	20.05
C37	96.78	970.00	5.72	48.43	N24° 36' 22"W	96.74
C38	6.80	970.00	0.40	3.40	N21° 32' 49"W	6.80
C39	23.56	15.00	90.00	15.00	N23° 39' 15"E	21.21
C40	23.56	15.00	90.00	15.00	S23° 39' 15"W	21.21
C41	23.56	15.00	90.00	15.00	N66° 20' 45"W	21.21
C42	23.56	15.00	90.00	15.00	S66° 20' 45"E	21.21
C43	25.16	15.00	96.12	16.69	N20° 35' 41"E	22.32
C44	25.96	970.00	1.53	12.98	S22° 06' 45"E	25.96
C45	45.97	1030.00	2.56	22.99	S22° 37' 28"E	45.97
C46	40.05	970.00	2.37	20.03	S24° 03' 44"E	40.04
C47	37.58	970.00	2.22	18.79	S26° 21' 17"E	37.57
C48	64.02	1030.00	3.56	32.02	S25° 41' 02"E	64.01
C49	3.00	1030.00	0.17	1.50	S27° 22' 52"E	3.00
C50	40.15	1030.00	2.23	20.08	S26° 10' 52"E	40.14
C51	40.04	1030.00	2.23	20.02	S23° 57' 03"E	40.04
C52	26.80	1030.00	1.49	13.40	S22° 05' 29"E	26.80
C53	14.80	16.50	51.38	7.94	S47° 02' 40"E	14.30
C54	24.27	50.00	27.81	12.38	S58° 49' 42"E	24.03
C55	31.35	50.00	35.93	16.21	S26° 57' 41"E	30.84
C56	30.54	50.00	35.00	15.76	S8° 29' 56"W	30.07
C57	30.54	50.00	35.00	15.76	S43° 29' 39"W	30.07
C58	45.46	50.00	52.09	24.43	S87° 02' 11"W	43.91
C59	6.07	50.00	6.96	3.04	N63° 26' 21"W	6.07
C60	14.80	16.50	51.39	7.94	N85° 39' 09"W	14.31
C62	23.56	15.00	90.00	15.00	N66° 20' 45"W	21.21
C63	23.56	15.00	90.00	15.00	S23° 39' 15"W	21.21
C64	22.56	15.00	86.19	14.03	N68° 15' 11"W	20.50
C65	23.56	15.00	90.00	15.00	N23° 39' 15"E	21.21
C66	23.56	15.00	90.00	15.00	S66° 20' 45"E	21.21
C70	23.56	15.00	90.00	15.00	S23° 39' 15"W	21.21
C71	23.56	15.00	90.00	15.00	N66° 20' 45"W	21.21
C72	7.19	16.50	24.96	3.65	N56° 10' 35"E	7.13
C73	7.61	16.50	26.43	3.87	N30° 28' 59"E	7.54
C74	39.84	50.00	45.65	21.04	S40° 05' 28"W	38.79
C75	42.94	50.00	49.21	22.90	N87° 31' 06"E	41.63
C76	25.37	50.00	29.07	12.97	S53° 20' 27"E	25.10
C77	20.24	50.00	23.20	10.26	N27° 12' 19"W	20.11
C78	39.84	50.00	45.65	21.04	N7° 13' 01"E	38.79
C79	14.80	16.50	51.39	7.94	S4° 20' 51"W	14.31
C80	1.97	16.50	6.83	0.98	N17° 55' 56"W	1.97

Curve Table						
Curve #	Length	Radius	Delta	Tangent	Chord Direction	Chord Length
C81	23.56	15.00	90.00	15.00	N23° 39' 15"E	21.21
C82	14.80	16.50	51.41	7.94	S47° 02' 56"E	14.31
C83	29.63	50.00	33.95	15.26	S55° 46' 39"E	29.19
C84	26.11	50.00	29.92	13.36	S23° 50' 42"E	25.81
C85	27.06	50.00	31.01	13.87	N6° 37' 10"E	26.73
C86	27.05	50.00	31.00	13.87	N37° 37' 27"E	26.72
C87	34.17	50.00	39.15	17.78	S72° 41' 58"W	33.50
C88	24.23	50.00	27.77	12.36	N73° 50' 32"W	23.99
C89	14.80	16.50	51.39	7.94	N85° 39' 09"W	14.31
C90	23.56	15.00	90.00	15.00	S66° 20' 45"E	21.21
C93	23.56	15.00	90.00	15.00	N23° 39' 15"E	21.21
C94	22.26	845.00	1.51	11.13	N22° 06' 03"W	22.26
C95	43.76	845.00	2.97	21.89	N24° 20' 21"W	43.76
C96	24.21	845.00	1.64	12.11	N26° 38' 37"W	24.21
C97	16.39	1155.00	0.81	8.19	N27° 03' 29"W	16.39
C98	39.66	25.00	90.89	25.39	S66° 23' 32"E	35.63
C99	38.88	25.00	89.11	24.61	N23° 36' 28"E	35.08
C100	23.56	15.00	90.00	15.00	N65° 56' 45"W	21.21
C101	22.56	15.00	86.19	14.03	S25° 57' 40"W	20.50
C102	23.56	15.00	90.00	15.00	N65° 56' 45"W	21.21
C103	23.56	15.00	90.00	15.00	S24° 03' 15"W	21.21
C104	23.56	15.00	90.00	15.00	N65° 56' 45"W	21.21
C105	23.56	15.00	90.00	15.00	N24° 03' 15"E	21.21
C106	16.46	16.50	57.15	8.99	N40° 28' 50"E	15.78
C107	10.26	60.00	9.80	5.14	N16° 48' 27"E	10.25
C108	50.45	60.00	48.18	26.83	N45° 47' 52"E	48.98
C109	51.35	60.00	49.03	27.36	S85° 35' 46"E	49.79
C110	135.40	60.00	129.30	126.65	S3° 34' 14"W	108.45
C111	123.34	1155.00	6.12	61.73	N24° 24' 19"W	123.28
C112	43.50	60.00	41.54	22.75	S88° 59' 18"W	42.55
C113	17.22	60.00	16.45	8.67	N62° 01' 17"W	17.16
C114	16.46	16.50	57.15	8.99	N82° 22' 21"W	15.78
C115	32.27	265.00	6.98	16.15	S17° 27' 27"E	32.25
C116	50.79	265.00	10.98	25.47	S8° 28' 40"E	50.72
C117	64.32	215.00	17.14	32.40	N12° 22' 31"W	64.08
C118	36.67	265.00	7.93	18.37	S0° 58' 40"W	36.64
C119	36.67	265.00	7.93	18.37	S8° 54' 24"W	36.64
C120	81.29	215.00	21.66	41.13	N7° 01' 35"E	80.80
C121	41.25	265.00	8.92	20.67	S17° 19' 51"W	41.21
C122	41.25	265.00	8.92	20.67	S26° 15' 01"W	41.21
C123	81.29	215.00	21.66	41.13	N28° 41' 20"E	80.80
C124	23.56	15.00	90.00	15.00	N5° 13' 43"W	21.21
C125	23.56	15.00	90.00	15.00	N84° 46' 17"E	21.21
C126	23.56	15.00	90.00	15.00	N5° 13' 43"W	21.21
C127	23.56	15.00	90.00	15.00	N84° 46' 17"E	21.21
C128	24.21	205.00	6.77	12.12	N46° 50' 45"W	24.19
C129	36.14	205.00	10.10	18.12	N38° 24' 44"W	36.10
C130	79.22	155.00	29.28	40.49	S35° 35' 14"E	78.36
C131	36.14	205.00	10.10	18.12	N28° 18' 37"W	36.10
C132	8.28	205.00	2.31	4.14	N22° 06' 09"W	8.28
C133	14.80	16.50	51.39	7.94	S14° 04' 41"W	14.31
C134	23.56	15.00	90.00	15.00	N84° 46' 17"E	21.21
C135	1.68	50.00	1.92	0.84	S10° 39' 14"E	1.68
C136	45.17	50.00	51.76	24.26	S16° 11' 08"W	43.65
C137	26.40	50.00	30.25	13.51	S57° 11' 15"W	26.09
C138	39.30	50.00	45.04	20.73	N85° 10' 14"W	38.30
C139	35.52	50.00	40.71	18.55	N42° 17' 55"W	34.78
C140	20.16	50.00	23.10	10.22	N10° 23' 37"W	20.03
C141	14.80	16.50	51.39	7.94	N24° 32' 06"W	14.31
C142	33.20	205.00	9.28	16.63	N45° 35' 22"W	33.16
C143	35.69	205.00	9.98	17.89	N35° 57' 45"W	35.65
C144	35.68	205.00	9.97	17.89	N25° 59' 19"W	35.64
C146	33.77	155.00	12.48	16.95	S43° 59' 12"E	33.70
C147	45.45	155.00	16.80	22.89	S29° 20' 44"E	45.28
C148	23.56	15.00	90.00	15.00	S0° 13' 43"E	21.21
C151	28.36	325.00	5.00	14.19	N42° 16' 17"E	28.35
C180	23.56	15.00	90.00	15.00	N23° 43' 34"E	21.21
C194	23.56	15.00	90.00	15.00	N63° 15' 56"E	21.21
C195	23.56	15.00	90.00	15.00	N26° 44' 04"W	21.21
C197	22.81	15.00	87.11	14.26	S64° 42' 34"W	20.67
C201	29.23	1293.00	1.30	14.62	N71° 05' 12"W	29.23
C202	40.03	1293.00	1.77	20.02	N69° 33' 08"W	40.03

Curve Table						
Curve #	Length	Radius	Delta	Tangent	Chord Direction	Chord Length
C203	40.10	1293.00	1.78	20.05	N67° 46' 36"W	40.10
C204	38.93	1293.00	1.73	19.47	N66° 01' 33"W	38.93
C205	39.48	1293.00	1.75	19.74	N64° 17' 18"W	39.48
C206	42.95	1293.00	1.90	21.48	N62° 27' 43"W	42.95
C207	34.62	1293.00	1.53	17.31	N60° 44' 36"W	34.62
C207	23.56	15.00	90.00	15.00	S66° 16' 26"E	21.21
C208	34.09	1293.00	1.51	17.04	N59° 13' 16"W	34.09
C208	4.57	205.00	1.28	2.28	S71° 05' 47"E	4.57
C209	38.31	1293.00	1.70	19.15	N57° 37' 02"W	38.30
C209	8.81	205.00	2.46	4.40	S69° 13' 38"E	8.81
C210	39.35	1293.00	1.74	19.67	N55° 53' 48"W	39.35
C210	10.11	155.00	3.74	5.06	N69° 51' 56"W	10.11
C211	45.54	1293.00	2.02	22.77	N54° 00' 57"W	45.53
C211	5.13	16.50	17.80	2.58	S76° 53' 46"E	5.11
C212	45.32	1293.00	2.01	22.66	N52° 00' 11"W	45.32
C212	9.67	16.50	33.59	4.98	N77° 24' 38"E	9.53
C213	45.16	1293.00	2.00	22.58	N49° 59' 54"W	45.16
C213	70.87	50.00	81.21	42.86	S78° 46' 41"E	65.08
C214	55.06	1293.00	2.44	27.53	N47° 46' 40"W	55.05
C214	31.36	50.00	35.93	16.21	S20° 12' 22"E	30.85
C215	34.48	50.00	39.52	17.96	S17° 31' 04"W	33.80
C216	31.52	50.00	36.11	16.30	S55° 19' 58"W	31.00
C217	14.80	16.50	51.39	7.94	S47° 41' 49"W	14.31
C218	23.56	15.00	90.00	15.00	N22° 59' 47"W	21.21
C219	44.52	205.00	12.44	22.35	N15° 46' 55"E	44.43
C220	57.91	155.00	21.41	29.29	S11° 18' 04"W	57.57
C221	140.40	1107.00	7.27	70.30	N57° 04' 31"W	140.31
C221	31.81	205.00	8.89	15.94	N5° 06' 54"E	31.78
C222	137.02	1107.00	7.09	68.60	N64° 15' 17"W	136.94
C222	40.26	205.00	11.25	20.20	N4° 57' 24"W	40.20
C223	40.01	1107.00	2.07	20.01	N68° 50' 10"W	40.00
C223	38.25	205.00	10.69	19.18	N15° 55' 43"W	38.20
C224	36.00	1107.00	1.86	18.00	N70° 48' 11"W	35.99
C224	59.17	155.00	21.87	29.95	S10° 20' 16"E	58.81
C225	23.56	15.00	90.00	15.00	N23° 43' 34"E	21.21
C226	23.56	15.00	90.00	15.00	N66° 16' 26"W	21.21
C227	3.78	16.50	13.13	1.90	N62° 09' 48"E	3.77
C228	12.68	16.50	44.02	6.67	N33° 35' 24"E	12.37
C229	49.27	60.00	47.05	26.12	N35° 06' 16"E	47.90
C230	31.63	60.00	30.21	16.19	N73° 43' 58"E	31.27
C231	28.50	60.00	27.22	14.53	S77° 33' 19"E	28.24
C231	568.16	1293.00	25.18	288.74	S59° 08' 46"E	563.60
C232	28.50	60.00	27.22	14.53	S50° 20' 14"E	28.24
C233	28.50	60.00	27.22	14.53	S23° 07' 10"E	28.24
C234	28.50	60.00	27.22	14.53	S4° 05' 55"W	28.24
C235	58.86	60.00	56.21	32.04	S45° 48' 48"W	56.53
C236	54.41	60.00	51.95	29.23	N80° 06' 13"W	52.56
C237	12.59	16.50	43.71	6.62	N75° 58' 54"W	12.28
C239	795.66	1132.00	40.27	415.06	S51° 35' 54"E	779.38
C240	1123.99	1268.00	50.79	601.94	S46° 20' 25"E	1087.55
C241	90.24	845.00	6.12	45.16	N24° 24' 19"W	90.19
C245	40.12	1155.00	1.99	20.06	N25° 39' 24"W	40.11
C246	40.03	1155.00	1.99	20.02	N23° 40' 07"W	40.03
C247	26.80	1155.00	1.33	13.40	N22° 00' 39"W	26.80
C248	41.25	265.00	8.92	20.67	S35° 10' 11"W	41.21
C249	0.66	265.00	0.14	0.33	S39° 42' 02"W	0.66
C250	47.49	390.00	6.98	23.78	N17° 27' 27"W	47.46
C251	74.75	390.00	10.98	37.49	N8° 28' 40"W	74.64
C252	53.97	390.00	7.93	27.03	N0° 58' 40"E	53.93
C253	53.97	390.00	7.93	27.03	N8° 54' 24"E	53.93
C254	60.71	390.00	8.92	30.42	N17° 19' 51"E	60.65
C255	60.71	390.00	8.92	30.42	N26° 15' 01"E	60.65
C256	60.71	390.00	8.92	30.42	N35° 10' 11"E	60.65
C257	0.97	390.00	0.14	0.48	N39° 42' 02"E	0.97
C262	0.94	215.00	0.25	0.47	N39° 38' 45"E	0.94
C263	38.32	1025.00	2.14	19.16	N58° 14' 39"W	38.31
C264	94.65	155.00	34.99	48.85	S0° 46' 20"W	93.18
C265	353.43	1107.00	18.29	178.23	S62° 35' 17"E	351.93
C266	413.29	390.00	60.72	228.43	N9° 24' 46"E	394.22
C267	0.20	205.00	0.06	0.10	N20° 58' 27"W	0.20
C268	39.27	25.00	90.00	25.00	N26° 44' 04"W	35.36
C269	39.27	25.00	90.00	25.00	N63° 15' 56"E	35.36

Curve Table						
Curve #	Length	Radius	Delta	Tangent	Chord Direction	Chord Length
C270	38.21	25.00	87.56	23.96	S88° 33' 09"W	34.60
C271	38.21	25.00	87.56	23.96	N0° 59' 26"E	34.60
C272	483.44	1268.00	21.84	244.69	S31° 52' 06"E	480.52
C273	107.91	1268.00	4.88	53.99	S45° 13' 43"E	107.87
C274	532.64	1268.00	24.07	270.31	S59° 42' 02"E	528.74
C276	12.32	155.00	4.55	6.16	S18° 59' 51"E	12.31
C278	28.58	975.00	1.68	14.29	S46° 04' 06"E	28.58
C279	50.44	975.00	2.96	25.22	S48° 23' 25"E	50.43
C280	50.44	975.00	2.96	25.22	S51° 21' 15"E	50.43
C281	44.83	975.00	2.63	22.42	S54° 09' 12"E	44.83
C282	44.83	975.00	2.63	22.42	S56° 47' 16"E	44.83
C283	45.95	975.00	2.70	22.98	S59° 27' 19"E	45.95
C284	45.95	975.00	2.70	22.98	S62° 09' 21"E	45.95
C285	45.95	975.00	2.70	22.98	S64° 51' 22"E	45.95
C286	45.95	975.00	2.70	22.98	S67° 33' 23"E	45.95
C287	45.54	975.00	2.68	22.77	S70° 14' 41"E	45.54
C288	2.58	975.00	0.15	1.29	S71° 39' 31"E	2.58
C290	2.58	1025.00	0.14	1.29	N71° 39' 45"W	2.58
C291	43.87	1025.00	2.45	21.94	N70° 21' 51"W	43.87
C292	43.93	1025.00	2.46	21.97	N67° 54' 36"W	43.93
C293	43.93	1025.00	2.46	21.97	N65° 27' 16"W	43.93
C294	43.93	1025.00	2.46	21.97	N62° 59' 55"W	43.93
C295	43.93	1025.00	2.46	21.97	N60° 32' 35"W	43.93
C297	23.56	15.00	90.00	15.00	N26° 44' 04"W	21.21
C298	49.09	155.00	18.14	24.75	N27° 20' 16"E	48.88
C299	22.62	15.00	86.42	14.09	N79° 37' 06"E	20.54
C300	260.49	1025.00	14.56	130.95	S64° 27' 14"E	259.79
C301	23.56	15.00	90.00	15.00	S26° 44' 04"E	21.21
C302	23.56	15.00	90.00	15.00	S63° 15' 56"W	21.21
C303	5.94	205.00	1.66	2.97	N19° 05' 42"E	5.94
C304	35.70	205.00	9.98	17.89	N24° 54' 48"E	35.65
C305	23.29	205.00	6.51	11.66	N33° 09' 21"E	23.27
C311	94.28	1025.00	5.27	47.18	N50° 07' 42"W	94.25
C312	40.51	1025.00	2.26	20.26	N46° 21' 39"W	40.51
C314	58.18	155.00	21.51	29.44	S60° 58' 53"E	57.84
C315	24.00	275.00	5.00	12.01	N42° 16' 17"E	23.99
C316	22.68	15.00	86.63	14.14	S88° 32' 43"E	20.58
C317	134.80	1025.00	7.54	67.50	S48° 59' 46"E	134.70
C318	23.35	15.00	89.17	14.79	S8° 10' 36"E	21.06
C319	64.92	205.00	18.14	32.73	S27° 20' 16"W	64.65
C320	23.56	15.00	90.00	15.00	S63° 15' 56"W	21.21
C321	58.18	155.00	21.51	29.44	N60° 58' 53"W	57.84
C322	23.56	15.00	90.00	15.00	N5° 13' 43"W	21.21
C323	29.09	205.00	8.13	14.57	N67° 40' 10"W	29.06
C324	40.43	205.00	11.30	20.28	N57° 57' 16"W	40.37
C325	7.43	205.00	2.08	3.71	N51° 15' 59"W	7.43
C326	59.35	205.00	16.59	29.88	N12° 58' 50"W	59.14
C327	82.12	205.00	22.95	41.62	N6° 47' 21"E	81.58
C328	23.56	15.00	90.00	15.00	S23° 43' 34"W	21.21
C329	14.80	16.50	51.39	7.94	N85° 34' 50"W	14.31
C330	168.23	50.00	192.77	446.69	S23° 43' 34"W	99.38
C331	14.80	16.50	51.39	7.94	S46° 58' 02"E	14.31
C334	23.56	15.00	90.00	15.00	N66° 16' 26"W	21.21
C335	106.96	155.00	39.54	55.71	N1° 30' 15"W	104.85
C336	23.56	15.00	90.00	15.00	N63° 15' 56"E	21.21
C337	22.81	15.00	87.14	14.27	S28° 09' 56"E	20.68
C338	141.47	205.00	39.54	73.68	S1° 30' 15"E	138.68
C339	23.56	15.00	90.00	15.00	S23° 43' 34"W	21.21
C340	64.20	155.00	23.73	32.57	S6° 23' 59"W	63.74
C341	42.76	155.00	15.81	21.52	S13° 22' 11"E	42.63
C342	8.61	205.00	2.41	4.31	N20° 04' 12"W	8.61
C343	35.19	205.00	9.84	17.64	N13° 56' 55"W	35.15
C344	36.21	205.00	10.12	18.15	N3° 58' 17"W	36.16
C345	41.21	205.00	11.52	20.68	N6° 50' 50"E	41.14
C346	20.25	205.00	5.66	10.13	N15° 26' 10"E	20.24
C347	124.22	180.00	39.54	64.70	N1° 30' 15"W	121.77
C348	67.56	180.00	21.51	34.18	N60° 58' 53"W	67.17
C349	57.00	180.00	18.14	28.74	N27° 20' 16"E	56.76
C350	13.37	205.00	3.74	6.69	N69° 51' 56"W	13.37
C351	23.56	15.00	90.00	15.00	S26° 44' 04"E	21.21
C352	76.95	205.00	21.51	38.93	S60° 58' 53"E	76.50
C353	91.99	180.00	29.28	47.03	N35° 35' 14"W	91.00

Curve Table						
Curve #	Length	Radius	Delta	Tangent	Chord Direction	Chord Length
C354	1063.71	1200.00	50.79	569.65	S46° 20' 25"E	1029.23
C355	855.71	1200.00	40.86	446.95	S51° 18' 22"E	837.69
C356	14.80	16.50	51.39	7.94	S47° 02' 22"E	14.31
C357	82.88	50.00	94.98	54.54	S25° 14' 42"E	73.71
C358	26.99	50.00	30.93	13.83	S37° 42' 31"W	26.67
C359	34.07	50.00	39.04	17.72	S72° 41' 34"W	33.41
C360	24.29	50.00	27.83	12.39	N73° 52' 27"W	24.05
C361	14.80	16.50	51.39	7.94	N85° 39' 09"W	14.31
C362	168.23	50.00	192.77	446.69	N23° 39' 15"E	99.38
C363	14.80	16.50	51.39	7.94	N42° 57' 38"E	14.31
C364	168.23	50.00	192.77	446.69	S66° 20' 45"E	99.38
C365	14.80	16.50	51.39	7.94	S4° 20' 51"W	14.31
C366	24.29	50.00	27.83	12.39	S31° 10' 56"W	24.05
C367	34.04	50.00	39.01	17.71	S64° 36' 07"W	33.39
C368	26.99	50.00	30.93	13.83	N80° 25' 39"W	26.67
C369	26.99	50.00	30.93	13.83	N49° 29' 44"W	26.67
C370	37.25	50.00	42.68	19.54	N12° 41' 16"W	36.39
C371	18.66	50.00	21.39	9.44	N19° 20' 51"E	18.56
C375	23.56	15.00	90.00	15.00	N23° 39' 15"E	21.21
C376	23.56	15.00	90.00	15.00	S66° 20' 45"E	21.21
C381	168.24	50.00	192.79	446.03	N23° 38' 41"E	99.38
C384	168.23	50.00	192.77	446.69	N66° 20' 45"W	99.38
C386	23.56	15.00	90.00	15.00	N66° 20' 45"W	21.21
C387	23.56	15.00	90.00	15.00	N23° 39' 15"E	21.21
C389	168.23	50.00	192.77	446.69	N23° 39' 15"E	99.38
C391	109.99	1030.00	6.12	55.05	N24° 24' 19"W	109.94
C392	103.58	970.00	6.12	51.84	N24° 24' 19"W	103.54
C393	41.04	25.00	94.06	26.84	N25° 40' 57"E	36.58

Line Table		
Line #	Length	Direction
L1	15.3	S44° 46' 17"W
L2	15.3	N44° 46' 17"E
L3	0.8	S44° 46' 17"W
L4	3.7	N21° 20' 45"W
L5	7.3	N18° 15' 56"E
L6	0.9	N18° 15' 56"E

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9/25/2025

IMAGES: Saf Sign.tif

YELLOWSTONE SUBDIVISION PHASE 1 JARRELL, TEXAS

PRELIMINARY PLAT CURVE AND LINE TABLES

Scale: AS SHOWN
Designed by:
Drawn by:
Checked by:
Date: SEPTEMBER 2025
Project No.

SHEET
10

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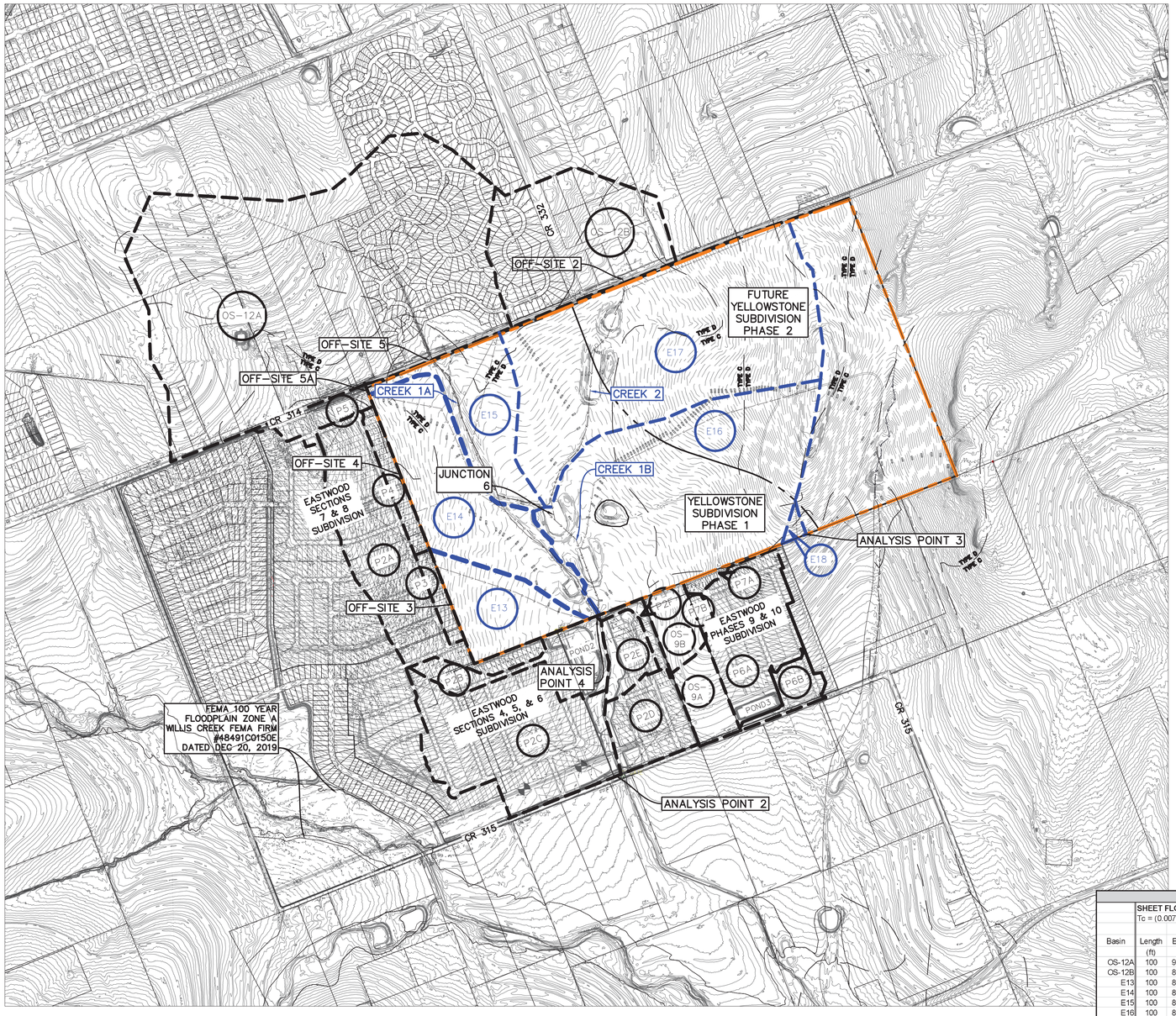
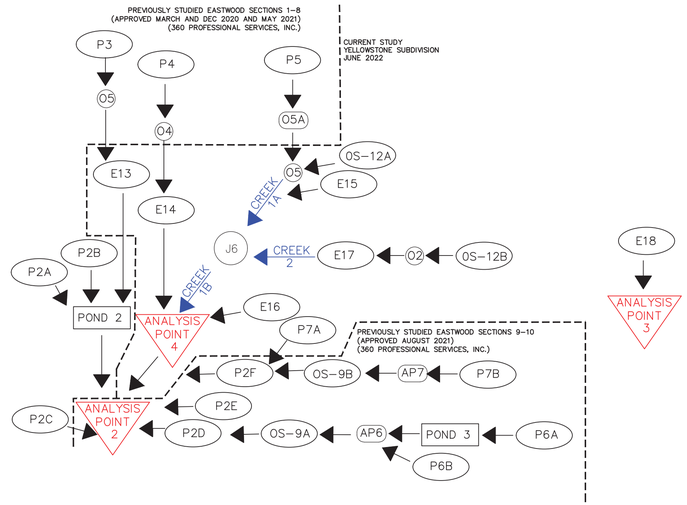
EXISTING CONDITIONS





SCALE IN FEET

500 250 0 500

EXISTING CONDITIONS - SCS METHOD SUMMARY (Atlas 14 San Gabriel Watershed)

Area ID	DA (ac.)	IC (ac.)	IC (%)	TOC (min.)	TOC (hr.)	% C Soil	% D Soil	CN	Q2	Q10	Q25	Q100
OS-12A	123.1	43.1	35%	29	0.49	41%	59%	84.7	194	367	493	721
OS-12B	31.7	11.1	35%	26	0.43	67%	33%	83.7	51	98	132	195
E13	13.2	-	0%	22	0.37	37%	63%	77.8	18	38	53	80
E14	29.6	-	0%	32	0.53	37%	63%	77.8	34	73	102	155
E15	17.0	-	0%	24	0.40	37%	63%	77.8	22	47	66	101
E16	63.2	-	0%	28	0.47	37%	63%	77.8	77	164	229	349
E17	74.5	-	0%	29	0.48	37%	63%	77.8	90	191	268	407
E18	0.7	-	0%	14	0.24	37%	63%	77.8	1	2	3	5
TOTAL PH 1	**198.3**	**-**	**0%**									
CN:	C Type Pasture or Range Land Good Condition :					74						
	D Type Pasture or Range Land Good Condition :					80						
	Impervious Cover:					98						

TIME OF CONCENTRATION - SCS METHODOLOGY

	SHEET FLOW: Tc = (0.007(nL)^0.8)/(P2^0.5)(s^0.4)							SHALLOW CONC/PIPE FLOW : Tc = L / 60*V							CHANNEL FLOW: SEGMENT 1 V = 1.49R^(2/3)S^(1/2) / n								TOTAL
	2-year/24-hr																					
Basin	Length	Elev1	Elev2	Slope	Rainfall Depth	Manning's	T_{c1}	Length	Elev2	Elev3	Slope	Condition	Vavg	T_{c2}	Hyd Radius	Length	Elev3	Elev4	Slope	Manning's	V	T_{c3}	$T_{c TOTAL}$	Tc
	(ft)			(ft/ft)	COA (in)	"n"	(min)	(ft)			(ft/ft)	TR-55 Fig 3-1	(ft/sec)	(min)	(ft)	(ft)			(ft/ft)	"n"	(fps)	(min)	(min)	(hrs)
OS-12A	100	906.0	904.0	0.020	4.06	0.300	15.15	2425	904.0	827.0	0.032	Unpaved	2.88	14.06									29.2	0.49
OS-12B	100	867.0	865.0	0.020	4.06	0.300	15.15	1610	865.0	827.0	0.024	Unpaved	2.48	10.83									26.0	0.43
E13	100	820.0	818.0	0.020	4.06	0.300	15.15	1085	818.0	792.0	0.024	Unpaved	2.50	7.24									22.4	0.37
E14	100	832.0	830.0	0.020	4.06	0.300	15.15	1505	830.0	810.0	0.013	Unpaved	1.86	13.49	2.2	1215.0	810.0	796.0	0.012	0.045	6.0	3.36	32.0	0.53
E15	100	833.0	830.5	0.025	4.06	0.300	13.85	835	830.5	817.0	0.016	Unpaved	2.05	6.78	2.2	1400.0	817.0	796.0	0.015	0.045	6.9	3.39	24.0	0.40
E16	100	884.0	882.0	0.020	4.06	0.300	15.15	2170	882.0	802.0	0.037	Unpaved	3.10	11.67	2.2	550.0	802.0	792.0	0.018	0.045	7.6	1.21	28.0	0.47
E17	100	875.0	873.0	0.020	4.06	0.300	15.15	1450	873.0	820.0	0.037	Unpaved	3.08	7.83	2.2	1800.0	820.0	806.0	0.008	0.045	5.0	6.05	29.0	0.48
E18	100	853.0	850.0	0.030	4.06	0.300	12.88	260	850.0	839.0	0.042	Unpaved	3.32	1.31									14.2	0.24

NOTES:
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TEXAS FIRM REGISTRATION F4932
P.O. BOX 1088
CEDAR PARK, TEXAS 78630
PHONE (512) 354-4682

360 PROFESSIONAL SERVICES, INC.

SCOTT J. FOSTER
84652
LICENSED PROFESSIONAL ENGINEER
9/25/2025

YELLOWSTONE SUBDIVISION PHASE 1 JARRELL, TEXAS

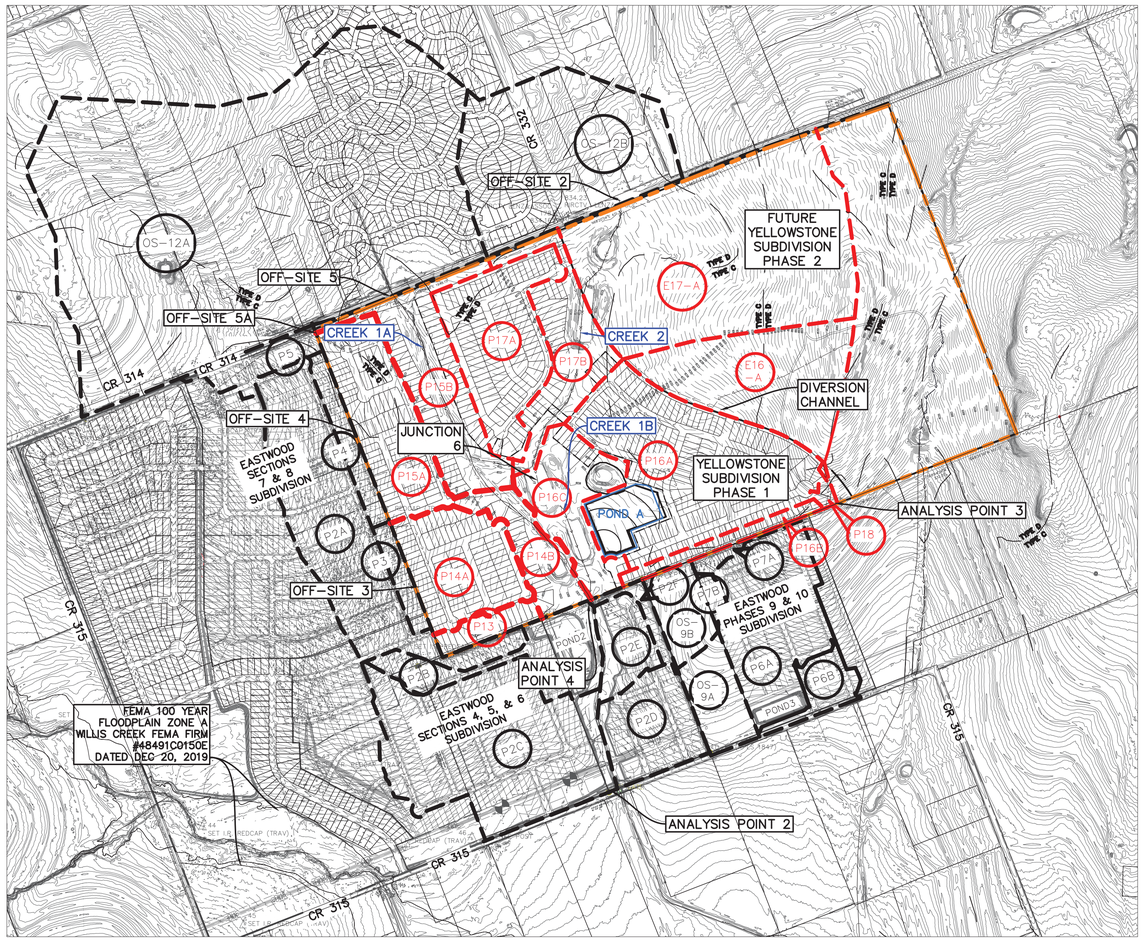
OVERALL EXISTING DRAINAGE AREA MAP

Scale: AS SHOWN
Designed by:
Drawn by:
Checked by:
Date: SEPTEMBER 2025
Project No.

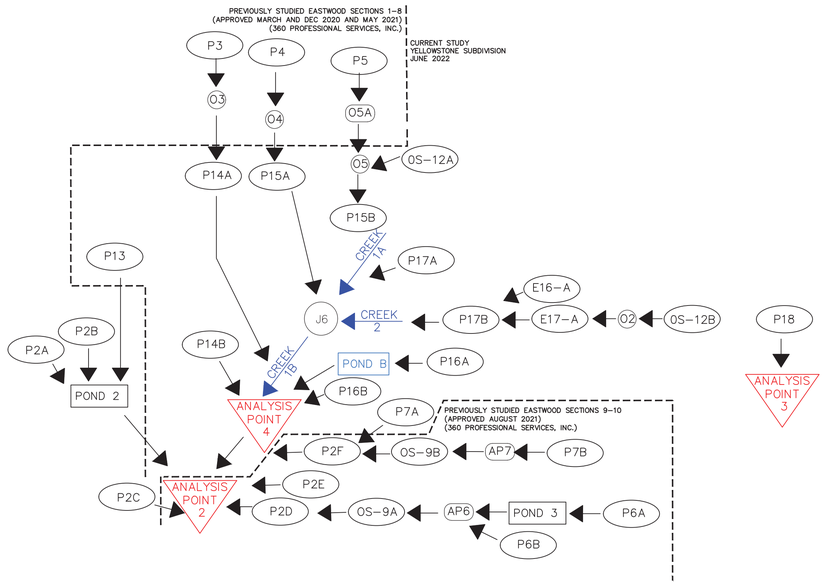
SHEET
11

IMAGES: SJF Sign.tif
PLOT DATE: 9/25/2025 9:44:43 AM CDT BY: tsel
FILE: C:\Users\tsel\Documents\360 PS\Contents Development\Yellowstone Phase 1\dwg\Landdev\940.dwg

PHASE 1 PROPOSED CONDITIONS



PROPOSED CONDITIONS



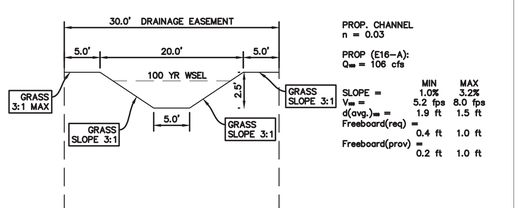
PROPOSED CONDITIONS - SCS METHOD SUMMARY (Atlas 14 San Gabriel Watershed)												
Area ID	DA (ac.)	IC (ac.)	IC (%)	TOC (min.)	TOC (hr.)	% C Soil	% D Soil	CN	Q2	Q10	Q25	Q100
E16-A	19.8	-	0%	23	0.38	37%	63%	77.8	23	50	70	107
E17-A	50.3	-	0%	28	0.47	37%	63%	77.8	62	130	182	278
P13	2.9	1.4	50%	16	0.27	37%	63%	87.9	6	12	15	22
P14A	13.0	7.8	60%	19	0.32	37%	63%	89.9	29	50	66	94
P14B	6.9	2.1	30%	16	0.27	37%	63%	83.9	13	25	34	50
P15A	14.8	8.9	60%	26	0.44	37%	63%	89.9	30	53	69	98
P15B	15.8	4.7	30%	22	0.37	37%	63%	83.9	27	52	70	103
P16A	32.9	18.1	55%	24	0.40	37%	63%	88.9	65	115	152	217
P16B	3.0	0.9	30%	18	0.30	37%	63%	83.9	6	11	14	21
P16C	10.9	1.1	10%	20	0.33	37%	63%	79.8	17	34	47	71
P17A	16.9	10.2	60%	28	0.47	37%	63%	89.9	32	56	73	105
P17B	11.6	3.5	30%	29	0.48	37%	63%	83.9	18	34	46	68
P18	0.6	0.3	50%	10	0.17	37%	63%	87.9	1	1	2	3
TOTAL PH 1	**199.4**	**59.0**	**30%**									
CN:	C Type Good Condition Grass:				74							
	D Type Good Condition Grass:				80							
	Impervious Cover:				98							

ANALYSIS AND JUNCTION POINT FLOW DISCHARGE (CFS) - PHASE 1								
AP	2 YR (EX)	*2 YR (PR)*	10 YR (EX)	*10 YR (PR)*	25 YR (EX)	*25 YR (PR)*	100 YR (EX)	*100 YR (PR)*
AP 2	566	*566*	1,158	*1,138*	1,644	*1,611*	2,526	*2,467*
AP 3	1	*1*	2	*1*	3	*2*	5	*3*
AP 4	440	*453*	899	*890*	1,245	*1,231*	1,878	*1,864*
OS2	51	*51*	98	*98*	132	*132*	195	*195*
OS5	202	*202*	381	*381*	512	*512*	747	*747*
J6	339	410	675	*802*	927	*1,094*	1,388	*1,625*

Detention Pond A Stage/Volume/Discharge								
						Pipe #1	Weir #1	
STAGE (FT)	CONTOUR AREA (AC)	CONICAL AREA (SF)	INCREMENTAL VOLUME (ac-ft)	CUMULATIVE VOLUME (ac-ft)	CUMULATIVE VOLUME (CF)	size (in) 1-10"@ 800 Q (cfs)	length (ft) 10' @ 803.5 Q (cfs)	TOTAL Q (cfs)
800.0	0.000	-	0.000	0.000	-	0	0	0
801.0	0.411	17,893	0.137	0.137	5,959	2	0	2
802.0	1.577	121,674	0.930	1.067	46,476	3	0	3
803.0	2.914	289,067	2.210	3.277	142,735	4	0	4
804.0	3.518	419,701	3.208	6.485	282,496	5	21	26
805.0	3.674	469,909	3.592	10.077	438,976	6	110	116
805.9	3.763	485,896	3.343	13.421	584,599	6	223	229

DETENTION POND A ROUTING SUMMARY			
STORM EVENT	IN (CFS)	OUT (CFS)	WSEL
2-YEAR	65	4	803.3
10-YEAR	115	22	804.2
25-YEAR	152	43	804.7
100-YEAR	217	89	805.5

DIVERSION CHANNEL SCHEMATIC



TIME OF CONCENTRATION - SCS METHODOLOGY																							
	SHEET FLOW: Tc = (0.007(nL)^0.8)/(P2^0.5)(s^0.4)							SHALLOW CONC/PIPE FLOW : Tc = L / 60*V							CHANNEL FLOW: SEGMENT 1 V = 1.49R^2/3 S^1/2 / n							TOTAL	
Basin	Length (ft)	Elev1	Elev2	Slope (ft/ft)	2-year/24-hr Rainfall Depth COA (in)	Manning's "n"	T_{c1} (min)	Length (ft)	Elev2	Elev3	Slope (ft/ft)	Condition TR-55 Fig. 3-1	Vavg (ft/sec)	T_{c2} (min)	Hyd Radius (ft)	Length (ft)	Elev3	Elev4	Slope (ft/ft)	Manning's "n"	V (fps)	T_{c3} (min)	T_{cTOTAL} (min)	Tc (hrs)
E16-A	100	884.0	881.0	0.030	4.06	0.300	12.88	1700	881.0	830.0	0.030	Unpaved	2.79	10.14									23.0	0.38
E17-A	100	870.0	868.5	0.015	4.06	0.300	16.99	1480	868.5	828.0	0.027	Unpaved	2.67	9.24	2.2	650.0	828.0	820.0	0.012	0.045	6.2	1.74	28.0	0.47
P13	100	817.0	814.0	0.030	4.06	0.300	12.88	600	814.0	800.0	0.023	Paved	3.11	3.22									16.1	0.27
P14A	100	824.0	820.0	0.040	4.06	0.300	11.48	1210	820.0	799.0	0.017	Paved	2.68	7.53									19.0	0.32
P14B	100	814.0	809.0	0.050	4.06	0.300	10.50	750	809.0	794.0	0.020	Unpaved	2.28	5.48									16.0	0.27
P15A	100	832.0	828.0	0.040	4.06	0.300	11.48	1760	828.0	811.0	0.010	Paved	2.00	14.68									26.2	0.44
P15B	100	833.0	828.0	0.050	4.06	0.300	10.50	1460	828.0	803.0	0.017	Unpaved	2.11	11.53									22.0	0.37
P16A	100	830.0	826.0	0.040	4.06	0.300	11.48	1590	826.0	808.0	0.011	Paved	2.16	12.25									23.7	0.40
P16B	100	842.0	837.0	0.050	4.06	0.300	10.50	1250	837.0	800.0	0.030	Unpaved	2.78	7.51									18.0	0.30
P16C	100	808.0	804.0	0.040	4.06	0.300	11.48	880	804.0	794.0	0.011	Unpaved	1.72	8.53									20.0	0.33
P17A	100	829.0	826.0	0.030	4.06	0.300	12.88	1600	826.0	814.0	0.008	Paved	1.76	15.15									28.0	0.47
P17B	100	831.0	829.0	0.020	4.06	0.300	15.15	950	829.0	820.0	0.009	Unpaved	1.57	10.08	2.2	1250.0	820.0	805.0	0.012	0.045	6.2	3.38	28.6	0.48
P18	100	854.0	847.5	0.065	4.06	0.300	9.45	130	847.5	840.0	0.058	Unpaved	3.88	0.56									10.0	0.17

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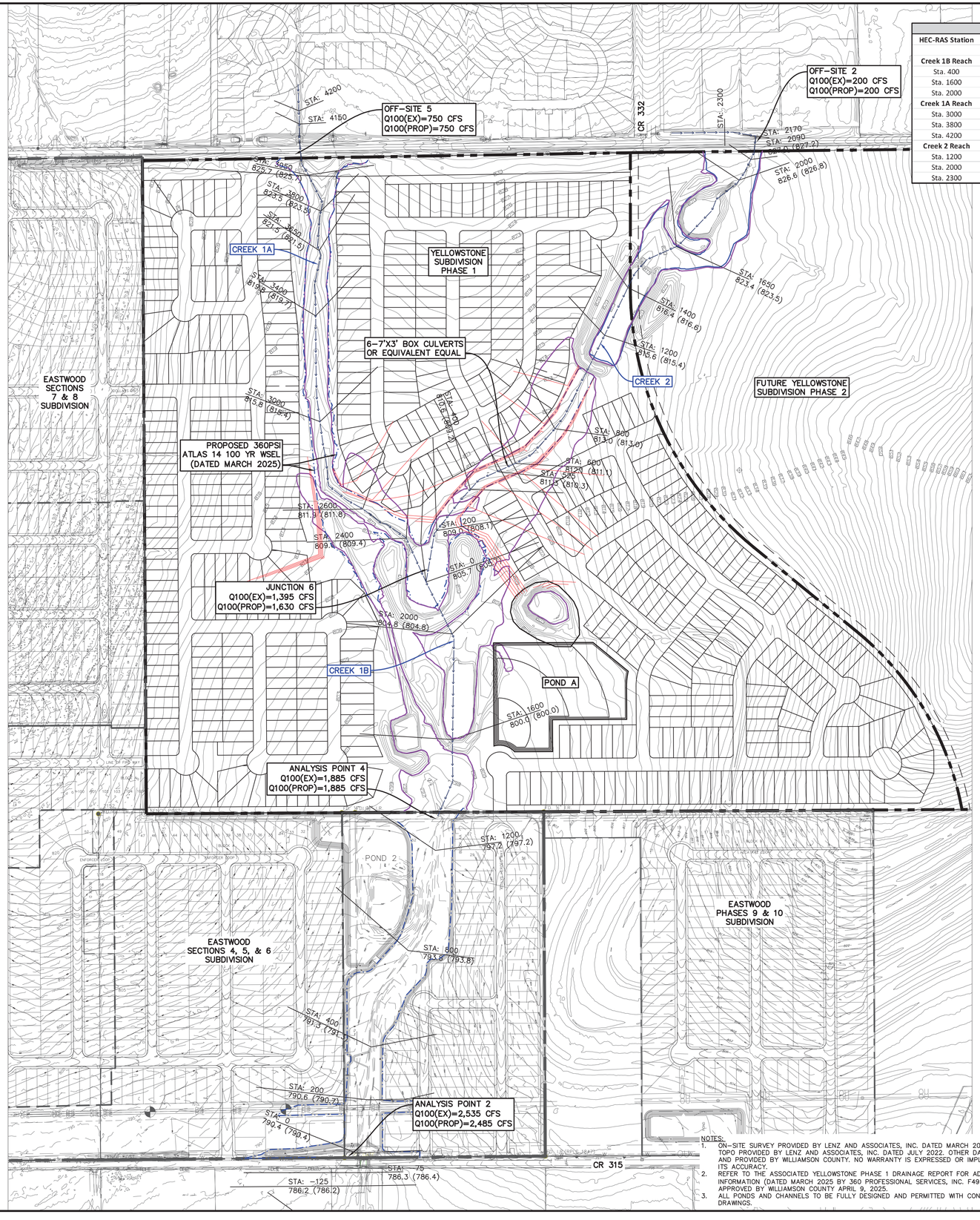
YELLOWSTONE SUBDIVISION PHASE 1 JARRELL, TEXAS

OVERALL PROPOSED DRAINAGE AREA MAP

Scale: AS SHOWN
Designed by:
Drawn by:
Checked by:
Date: SEPTEMBER 2025
Project No.

SHEET 12

IMAGES: SJF Sign.tif
PLOT DATE: 9/25/2025 - 7:46am
PLOTTED BY: rsell
FILE: S:\Jobs\Lenz\Documents\3000 Projects\Yellowstone Development\Yellowstone Phase 1\Civil\Admin\3.0 Reports\Drainage\Yellowstone Phase 1 Drainage Report_Sections 9&10 Eastwood Phase 1 with Eastwood Phase 2 and Eastwood Phase 3 with Eastwood Phase 4 and Eastwood Phase 5 and Eastwood Phase 6 and Eastwood Phase 7 and Eastwood Phase 8 and Eastwood Phase 9 and Eastwood Phase 10 and Eastwood Phase 11 and Eastwood Phase 12 and Eastwood Phase 13 and Eastwood Phase



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Drainage Model Analysis Points vs. HEC-RAS Flow Data

HEC-RAS Station	Existing Analysis Point	100 Year Flows (CFS) Existing DAM	100 Year Flows (CFS) Existing HEC-RAS	100 Year Flows (CFS) Proposed DAM	100 Year Flows (CFS) Proposed HEC-RAS
Creek 1B Reach					
Sta. 400	AP 2	2,526	2,535	2,467	2,485
Sta. 1600	AP 4	1,878	1,885	1,864	1,885
Sta. 2000	Junction 6	1,388	1,395	1,625	1,630
Creek 1A Reach					
Sta. 3000	OS5 + E15	848	855	1,054	1,060
Sta. 3800	OS5 + E15	848	855	851	855
Sta. 4200	OFF-SITE 5	747	750	747	750
Creek 2 Reach					
Sta. 1200	OS2 + E17	602	605	540	545
Sta. 2000	OS2 + E17	602	605	472	475
Sta. 2300	OFF-SITE 2	195	200	195	200

LEGEND

- PROPOSED 360 100 YR WSEL
- EXISTING 360 100 YR WSEL
- CREEK CENTERLINE
- STA: 100 / 800.6 (800.6) — CROSS SECTION STATION / 360 PROP ELEV (360 EX ELEV)
- 800 — PROPOSED CONTOURS

N W E S

SCALE IN FEET
200 100 0 200

			Yellowstone Phase 1 Subdivision				Eastwood Subdivision				
Reach	River Sta	Profile	Q Total (cfs)	Min Ch El (ft)	W.S. Elev (ft)	Depth (ft)	Q Total (cfs)	Min Ch El (ft)	W.S. Elev (ft)	Depth (ft)	Depth Delta (ft)
1B	1200	100 YR	1885	792.5	797.2	4.7	1545	792.5	797.0	4.5	0.3
1B	800	100 YR	1885	789.2	793.8	4.5	1545	789.2	793.5	4.3	0.3
1B	400	100 YR	2535	784.9	791.3	6.4	2020	784.9	790.9	6.0	0.4
1B	200	100 YR	2535	784.0	790.7	6.7	2020	784.0	790.3	6.3	0.4
1B	0	100 YR	2535	781.6	790.4	8.8	2020	781.6	790.1	8.5	0.3

100 Year Hec Ras Summary Existing with CR 314 Culverts (6/25/24)

Reach	River Sta	Profile	Q Total (cfs)	Min Ch El (ft)	W.S. Elev (ft)	Crit W.S. (ft)	Flow Area (sq ft)	Top Width (ft)	Froude # Chl	Depth (ft)	Velocity (ft/s)	Freeboard Req (ft)
1A	4200	100 YR	750	835.2	836.8	836.8	128.8	200.0	1.0	1.6	5.9	0.5
1A	4150	100 YR	750	833.5	834.8	834.8	139.0	195.4	1.0	1.3	5.4	0.5
1A	3950	100 YR	750	823.1	825.7		219.9	212.5	0.6	2.6	3.5	0.2
1A	3800	100 YR	855	818.6	823.5	823.2	160.3	121.0	0.8	4.9	5.3	0.4
1A	3650	100 YR	855	817.6	821.5		182.7	113.5	0.7	3.9	4.7	0.3
1A	3400	100 YR	855	816.3	819.7		225.2	122.0	0.5	3.4	3.8	0.2
1A	3000	100 YR	855	813.1	815.4	815.3	142.8	184.5	0.9	2.4	6.0	0.6
1A	2600	100 YR	855	809.0	811.8		322.8	308.5	0.5	2.8	2.7	0.1
1A	2400	100 YR	855	805.8	809.4	809.3	203.0	301.5	0.9	3.6	4.2	0.3
1B	2000	100 YR	1395	801.7	804.8		429.7	381.4	0.5	3.0	3.3	0.2
1B	1600	100 YR	1885	796.8	800.0		348.8	220.2	0.8	3.2	5.4	0.5
1B	1200	100 YR	1885	792.5	797.2	796.5	406.9	260.8	0.5	4.7	5.1	0.4
1B	800	100 YR	1885	789.2	793.8	793.8	267.4	151.1	0.8	4.5	8.2	1.0
1B	400	100 YR	2535	784.9	791.3		469.3	145.3	0.5	6.4	5.8	0.5
1B	200	100 YR	2535	784.0	790.7		517.5	142.4	0.4	6.7	5.2	0.4
1B	0	100 YR	2535	781.6	790.4	788.2	746.5	278.7	0.3	8.8	4.6	0.3
1B	-70		Culvert									
1B	-75	100 YR	2535	780.8	786.4	786.4	203.1	272.5	1.0	5.6	12.5	2.4
1B	-125	100 YR	2535	780.5	786.2	785.2	635.4	356.2	0.5	5.7	5.9	0.5
1B	-400	100 YR	2535	780.0	784.3	784.0	438.9	281.1	0.7	4.3	7.3	0.8
2	2300	100 YR	200	829.3	831.1	831.0	43.1	61.4	0.8	1.8	4.6	0.3
2	2180	100 YR	200	826.2	828.6	828.4	40.6	38.6	0.9	2.4	4.9	0.4
2	2090	100 YR	200	825.5	827.2		63.9	88.1	0.7	1.7	3.1	0.2
2	2000	100 YR	605	824.0	826.8	826.1	269.9	232.7	0.4	2.9	2.2	0.1
2	1650	100 YR	605	822.3	823.5	823.5	130.8	206.5	1.0	1.2	4.6	0.3
2	1400	100 YR	605	814.1	816.6		239.3	105.7	0.3	2.4	2.5	0.1
2	1200	100 YR	605	814.0	815.4		121.3	104.5	0.8	1.3	5.0	0.4
2	800	100 YR	605	809.6	813.0	812.3	317.0	306.6	0.3	3.5	1.9	0.1
2	600	100 YR	605	808.5	811.1		213.9	265.4	0.5	2.5	3.0	0.1
2	525	100 YR	605	808.8	810.3		200.2	293.6	0.6	1.5	3.1	0.1
2	400	100 YR	605	807.8	809.2		258.4	327.9	0.5	1.4	2.3	0.1
2	200	100 YR	605	806.7	808.1		317.4	417.6	0.4	1.4	1.9	0.1
2	0	100 YR	605	804.5	805.7	805.7	151.9	332.0	1.0	1.2	4.0	0.2

100 Year Hec Ras Summary Proposed with CR 314 Culverts (6/25/24)

Reach	River Sta	Profile	Q Total (cfs)	Min Ch El (ft)	W.S. Elev (ft)	Crit W.S. (ft)	Flow Area (sq ft)	Top Width (ft)	Froude # Chl	Depth (ft)	Velocity (ft/s)	Freeboard Req (ft)
1A	4200	100 YR	750	835.2	836.8	836.8	128.8	200.0	1.0	1.6	5.9	0.5
1A	4050	100 YR	750	833.5	834.8	834.8	139.0	195.4	1.0	1.3	5.4	0.5
1A	3950	100 YR	750	823.1	825.7		218.7	211.8	0.6	2.6	3.5	0.2
1A	3800	100 YR	855	818.6	823.5	823.3	162.1	122.0	0.8	4.9	5.3	0.4
1A	3650	100 YR	855	817.6	821.5		179.5	112.2	0.7	3.9	4.8	0.4
1A	3400	100 YR	855	816.3	819.8		233.9	124.2	0.5	3.4	3.7	0.2
1A	3000	100 YR	1060	813.1	815.8		178.3	266.1	0.8	2.7	6.0	0.5
1A	2600	100 YR	1060	809.0	811.9		285.4	182.2	0.5	2.9	3.7	0.2
1A	2400	100 YR	1060	805.8	809.6	809.5	254.2	323.3	0.8	3.8	4.2	0.3
1B	2000	100 YR	1630	801.7	804.8		447.1	357.3	0.6	3.1	3.7	0.2
1B	1600	100 YR	1885	796.8	800.0		348.8	220.2	0.8	3.2	5.4	0.5
1B	1200	100 YR	1885	792.5	797.2	796.5	406.9	260.8	0.5	4.7	5.1	0.4
1B	800	100 YR	1885	789.2	793.8	793.8	267.4	151.1	0.8	4.5	8.2	1.0
1B	400	100 YR	2485	784.9	791.3		464.0	145.0	0.5	6.4	5.7	0.5
1B	200	100 YR	2485	784.0	790.6		513.5	142.0	0.4	6.6	5.1	0.4
1B	0	100 YR	2485	781.6	790.4	788.1	741.0	273.7	0.3	8.8	4.5	0.3
1B	-70		Culvert									
1B	-75	100 YR	2485	780.8	786.3	786.3	199.8	257.8	1.0	5.5	12.4	2.4
1B	-125	100 YR	2485	780.5	786.2	785.2	624.9	351.5	0.5	5.7	5.9	0.5
1B	-400	100 YR	2485	780.0	784.3	784.0	431.5	277.0	0.7	4.3	7.2	0.8
2	2300	100 YR	200	829.3	831.0	831.0	39.0	53.6	1.0	1.7	5.1	0.4
2	2170	100 YR	200	826.2	828.7	828.4	46.4	41.4	0.7	2.5	4.3	0.3
2	2090	100 YR	200	825.5	827.0	826.9	47.0	65.6	0.9	1.5	4.3	0.3
2	2000	100 YR	475	824.0	826.6	825.9	229.3	216.8	0.4	2.7	2.1	0.1
2	1650	100 YR	475	822.3	823.4	823.4	109.7	196.9	1.0	1.1	4.3	0.3
2	1400	100 YR	475	814.1	816.4		220.4	104.7	0.3	2.3	2.2	0.1
2	1200	100 YR	545	814.0	815.6	815.1	144.0	105.8	0.6	1.5	3.8	0.2
2	800	100 YR	545	809.6	813.0		158.9	86.9	0.5	3.5	3.4	0.2
2	600	100 YR	545	808.5	812.1	810.7	251.7	114.1	0.3	3.6	2.2	0.1
2	535		Culvert									
2	525	100 YR	545	808.8	811.3		208.6	113.0	0.3	2.5	2.6	0.1
2	400	100 YR	545	808.7	810.6		136.4	92.4	0.6	1.9	4.0	0.2
2	200	100 YR	545	807.4	809.0	808.5	163.6	142.6	0.6	1.6	3.3	0.2
2	0	100 YR	545	805.1	805.7	805.7	131.3	250.4	1.0	0.7	4.2	0.3

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84652
LICENSED PROFESSIONAL ENGINEER
9/25/2025

YELLOWSTONE SUBDIVISION PHASE 1
JARRELL, TEXAS

CHANNEL HEC-RAS SCHEMATIC

Scale: AS SHOWN
Designed by:
Drawn by:
Checked by:
Date: SEPTEMBER 2025
Project No.

SHEET
13

PLOTTED By: tsai
PLOT DATE: 9/25/2025 10:52am
LAYOUT: EX01
PLOT SCALE: 1.000000 ' / '
PLOT STYLE TABLE: acad.ctb
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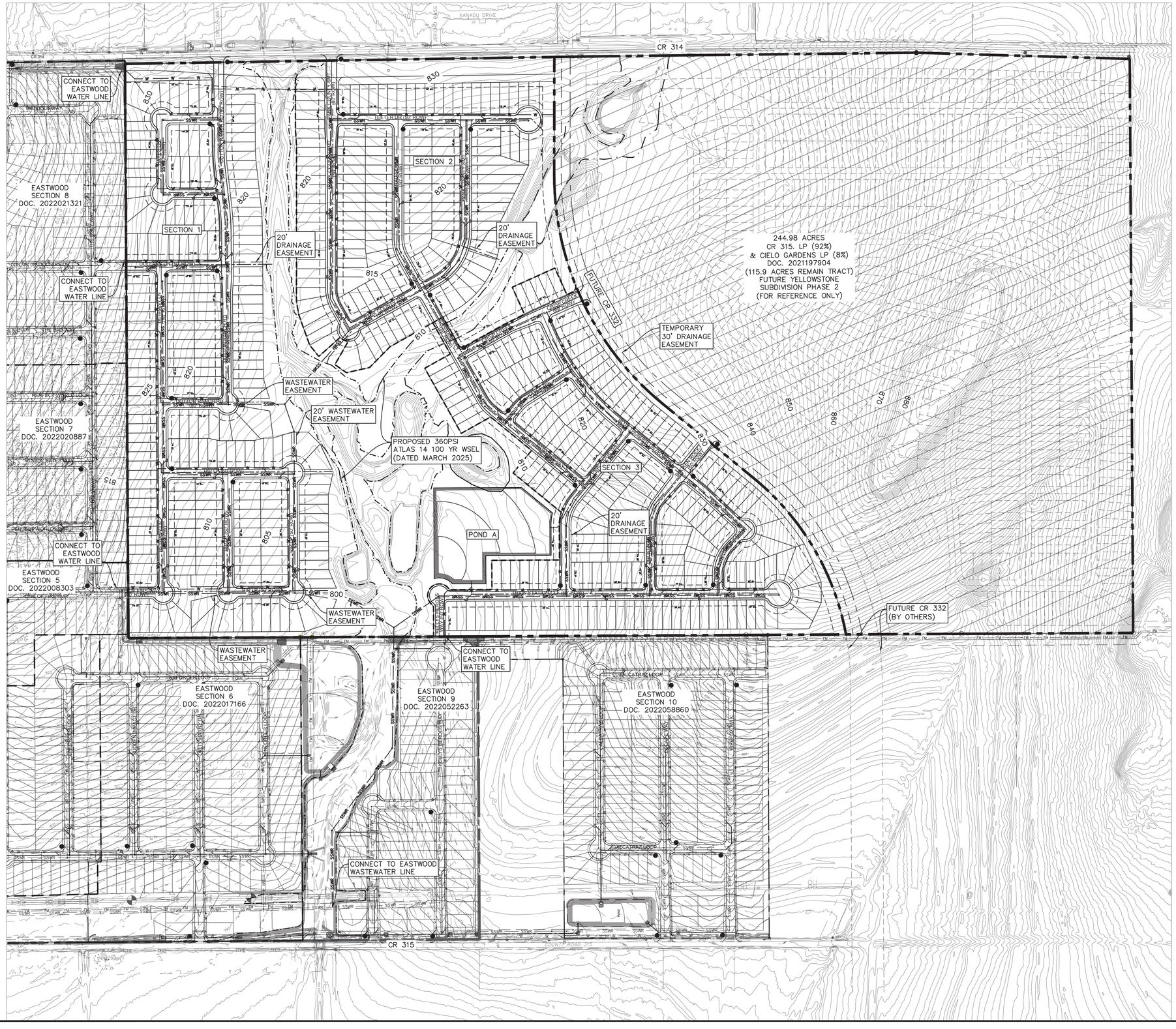

SCALE IN FEET

200 100 0 200

LEGEND

- SUBJECT PROPERTY
- SECTION LINES
- PROPERTY LINES
- PROP. WATER LINE
- PROP. WASTEWATER LINE
- PROP. STORM LINE
- AREA NOT INCLUDED (159.5 ACRES)
- STOP SIGN

NOTES:
1. ON-SITE SURVEY PROVIDED BY LENZ AND ASSOCIATES, INC. DATED MARCH 2022. ON-SITE TOPO PROVIDED BY LENZ AND ASSOCIATES, INC. DATED JULY 2022. OTHER DATA SHOWN AND PROVIDED BY WILLIAMSON COUNTY. NO WARRANTY IS EXPRESSED OR IMPLIED AS TO ITS ACCURACY.

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IMAGES SxF Sign.tif

YELLOWSTONE SUBDIVISION PHASE 1
JARRELL, TEXAS

OVERALL UTILITY LAYOUT

Scale: AS SHOWN
Designed by:
Drawn by:
Checked by:
Date: SEPTEMBER 2025
Project No.

SHEET
14

XREFs: C:\Users\scott\Documents\360PS\Contents Development\Yellowstone Phase 1\Cad\Exhibits\Yellowstone Ph 1 Prelim Plat.dwg
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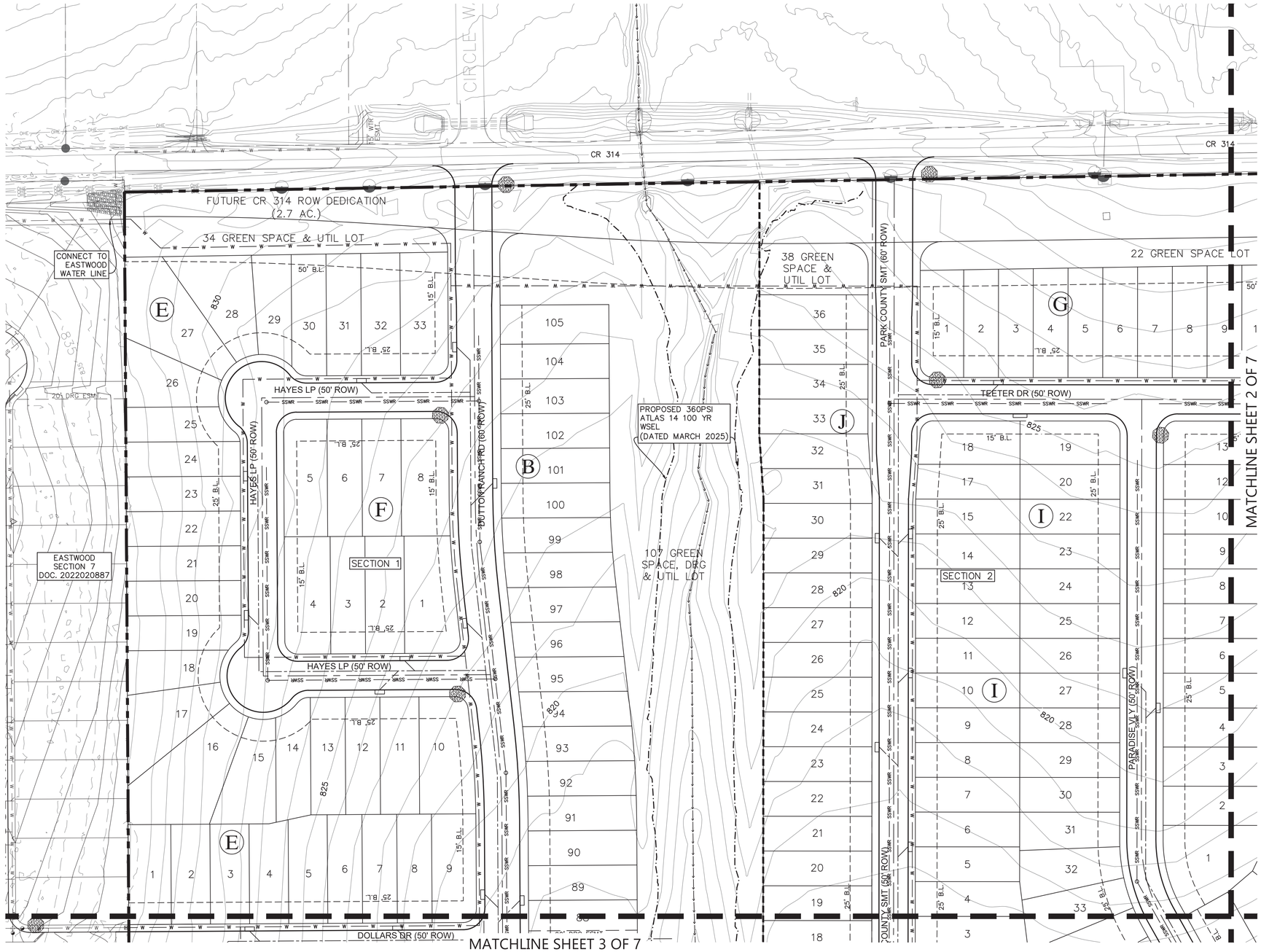

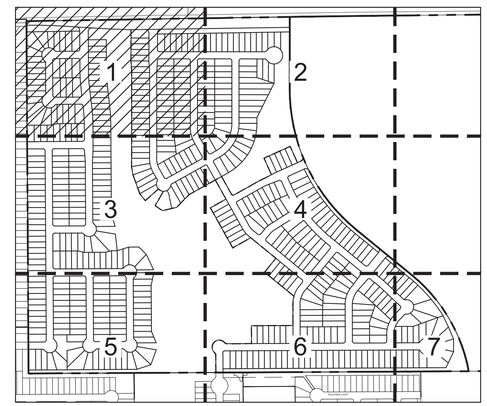

LOCATION MAP
N.T.S.

SCALE IN FEET
60 30 0 60

LEGEND

- SUBJECT PROPERTY
- SECTION LINES
- PROPERTY LINES
- PROP. WATER LINE
- PROP. WASTEWATER LINE
- PROP. STORM LINE
- STOP SIGN

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IMAGES: SJF Sign.tif

YELLOWSTONE SUBDIVISION PHASE 1 JARRELL, TEXAS

UTILITY LAYOUT (SHEET 1 OF 7)

Scale: AS SHOWN
Designed by:
Drawn by:
Checked by:
Date: SEPTEMBER 2025
Project No.

SHEET
15

REF: C:\Apps\Land\Documents\2024\Projects\Centerra Development\Yellowstone Phase 1\Land\Land\Yellowstone Ph 1 Prelim Plat.dwg LAYOUT: 01 (2) PLOT DATE: 9/25/2025 - 7:52am
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XREF: C:\Apps\Land\Documents\2024\Projects\Centerra Development\Yellowstone Phase 1\Land\Land\Yellowstone Ph 1 Prelim Plat.dwg LAYOUT: 01 (2) PLOT DATE: 9/25/2025 - 7:52am
XREF: C:\Apps\Land\Documents\2024\Projects\Centerra Development\Yellowstone Phase 1\Land\Land\Yellowstone Ph 1 Prelim Plat.dwg LAYOUT: 01 (2) PLOTTED BY: test
XREF: C:\Apps\Land\Documents\2024\Projects\Centerra Development\Yellowstone Phase 1\Land\Land\Yellowstone Ph 1 Prelim Plat.dwg LAYOUT: 01 (2) PLOT DATE: 9/25/2025 - 7:52am
XREF: C:\Apps\Land\Documents\2024\Projects\Centerra Development\Yellowstone Phase 1\Land\Land\Yellowstone Ph 1 Prelim Plat.dwg LAYOUT: 01 (2) PLOTTED BY: test
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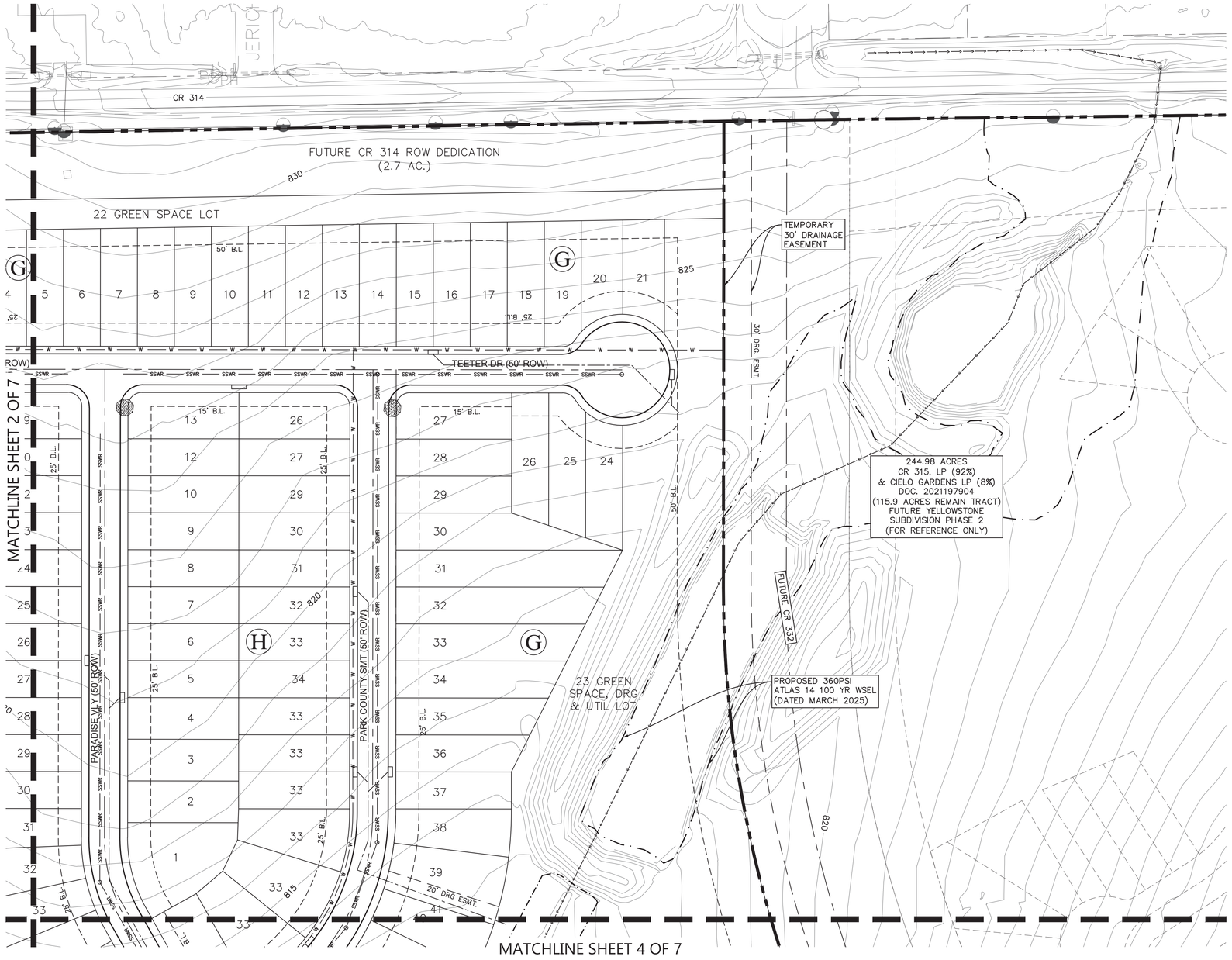

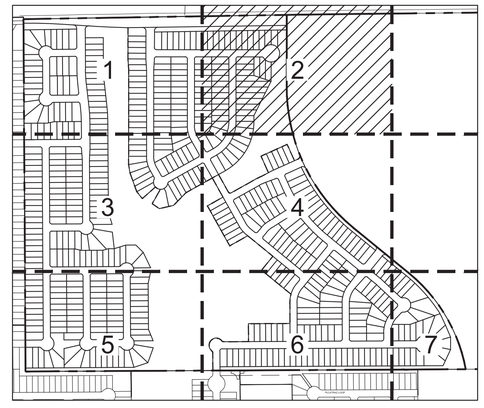

LOCATION MAP
N.T.S.

SCALE IN FEET
60 30 0 60

LEGEND

- SUBJECT PROPERTY
- SECTION LINES
- PROPERTY LINES
- PROP. WATER LINE
- PROP. WASTEWATER LINE
- PROP. STORM LINE
- STOP SIGN

NOTES:
1. ON-SITE SURVEY PROVIDED BY LENZ AND ASSOCIATES, INC. DATED MARCH 2022. ON-SITE TOPO PROVIDED BY LENZ AND ASSOCIATES, INC. DATED JULY 2022. OTHER DATA SHOWN AND PROVIDED BY WILLIAMSON COUNTY. NO WARRANTY IS EXPRESSED OR IMPLIED AS TO ITS ACCURACY.

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9/25/2025

YELLOWSTONE SUBDIVISION PHASE 1 JARRELL, TEXAS

UTILITY LAYOUT (SHEET 2 OF 7)

Scale: AS SHOWN
Designed by:
Drawn by:
Checked by:
Date: SEPTEMBER 2025
Project No.

SHEET
16

IMAGES: SoF Sign.tif

PLOT DATE: 9/25/2025 5:54pm
PLOTTED BY: lepi
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LAYOUT: 02 (2)
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MATCHLINE SHEET 1 OF 7

MATCHLINE SHEET 4 OF 7

MATCHLINE SHEET 5 OF 7

CONNECT TO EASTWOOD WATER LINE

DOLLARS DR (50' ROW)

BETHANY LN (50' ROW)

DUTTON RANCH RD (50' ROW)

RIP LP (50' ROW)

PARK COUNTY SMT (50' ROW)

PARK COUNTY SMT (50' ROW)

EASTWOOD SECTION 7 DOC. 2022020887

20' DRAINAGE EASEMENT

20' DRG ESMT.

107 GREEN SPACE, DRG & UTIL LOT

WASTEWATER EASEMENT

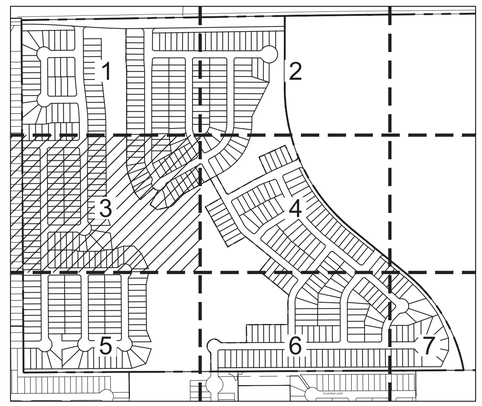
20' WASTEWATER EASEMENT

WW ESMT.

20' WW ESMT.

PROPOSED 360PSI ATLAS 14 100 YR WSEL (DATED MARCH 2025)

SECTION 2



LOCATION MAP
N.T.S.

SCALE IN FEET
60 30 0 60

LEGEND

- SUBJECT PROPERTY
- SECTION LINES
- PROPERTY LINES
- PROP. WATER LINE
- PROP. WASTEWATER LINE
- PROP. STORM LINE
- STOP SIGN

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9/25/2025

YELLOWSTONE SUBDIVISION PHASE 1 JARRELL, TEXAS

UTILITY LAYOUT (SHEET 3 OF 7)

Scale: AS SHOWN
Designed by:
Drawn by:
Checked by:
Date: SEPTEMBER 2025
Project No.

SHEET
17

IMAGES: SxF Sign.tif

XREFs: C:\Users\Ken\Documents\MSOFFICE\Centex Development\Yellowstone Phase 1\Civil\Exhibits\Yellowstone Ph 1 Plotset.dwg

MATCHLINE SHEET 2 OF 7

MATCHLINE SHEET 3 OF 7

MATCHLINE SHEET 6 OF 7

20' DRAINAGE EASEMENT

PROPOSED 360PSI ATLAS 14 100 YR WSEL (DATED MARCH 2025)

TEMPORARY 30' DRAINAGE EASEMENT

244.98 ACRES
CR 315, LP (92%)
& CIELO GARDENS LP (8%)
DOC. 2021197904
(115.9 ACRES REMAIN TRACT)
FUTURE YELLOWSTONE
SUBDIVISION PHASE 2
(FOR REFERENCE ONLY)

CRISP CREEK (60' ROW)

PARADISE VLY (60' ROW)

KAYCE DV (60' ROW)

PINE RIDGE WAY (60' ROW)

BLUE THUNDER DR (60' ROW)

BROKEN ROCK LN (60' ROW)

20 GREEN SPACE LOT

FUTURE CR 332

30' DRG. ESMT.

SECTION 3

N

W E

S

SCALE IN FEET

60 30 0 60

LEGEND

- SUBJECT PROPERTY
- SECTION LINES
- PROPERTY LINES
- PROP. WATER LINE
- PROP. WASTEWATER LINE
- PROP. STORM LINE
- STOP SIGN

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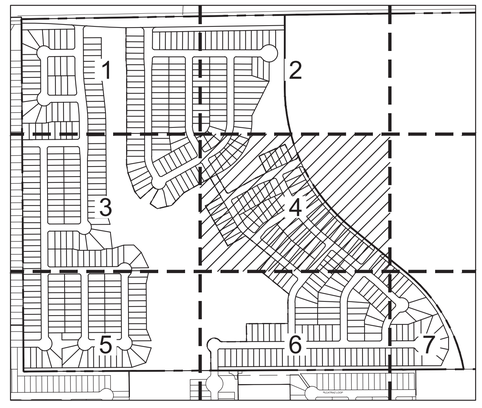

LOCATION MAP
N.T.S.

TEXAS FIRM REGISTRATION F4932
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CEDAR PARK, TEXAS 78630
PHONE (512) 354-4682

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YELLOWSTONE SUBDIVISION PHASE 1 JARRELL, TEXAS

UTILITY LAYOUT (SHEET 4 OF 7)

Scale: AS SHOWN
Designed by:
Drawn by:
Checked by:
Date: SEPTEMBER 2025
Project No.

SHEET
18

IMAGES: SoF Sign.tif

PLOTTED BY: tepi
PLOT DATE: 9/25/2025 1:54pm
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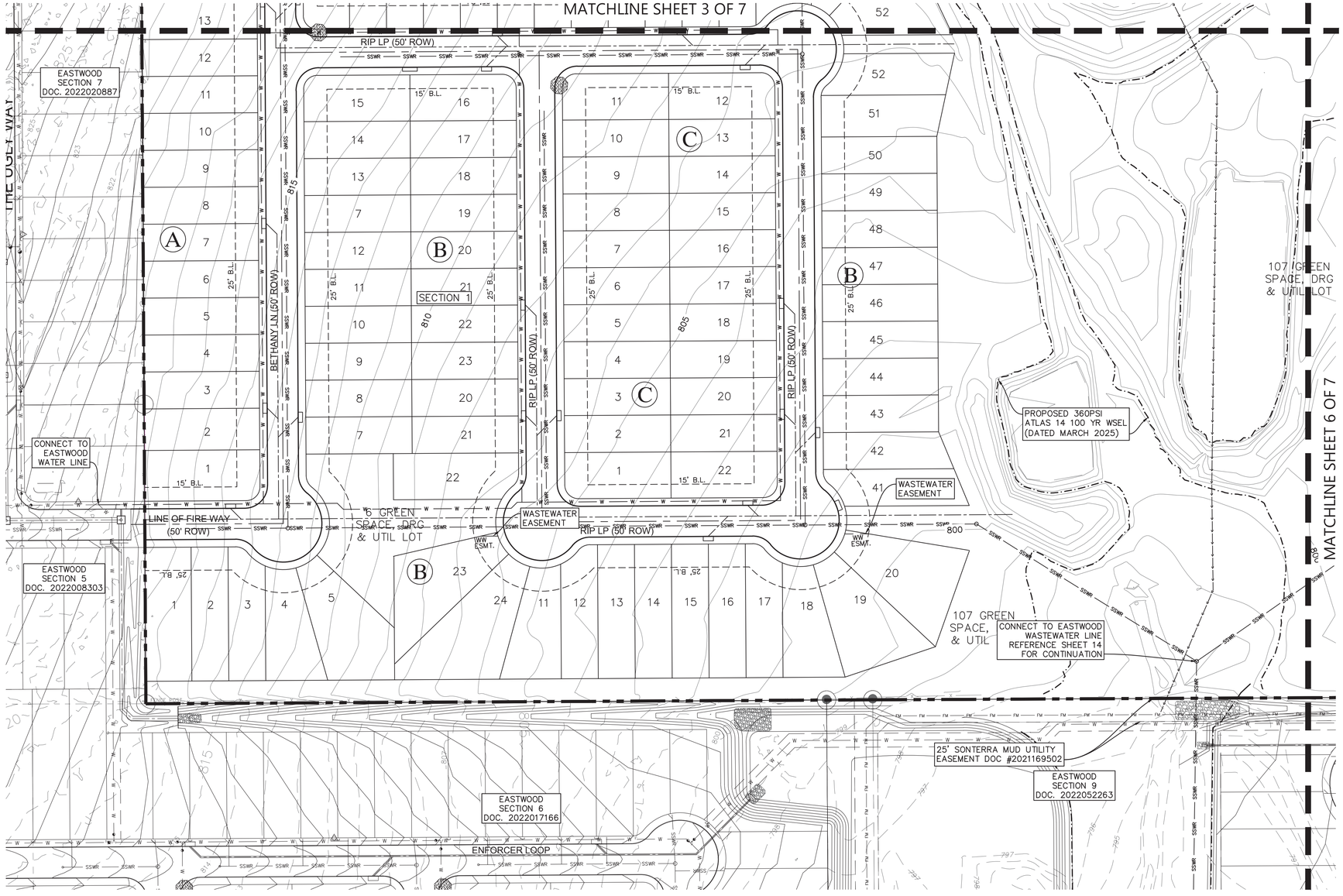

N

W E

S

SCALE IN FEET

60 30 0 60

LEGEND

- SUBJECT PROPERTY
- SECTION LINES
- PROPERTY LINES
- PROP. WATER LINE
- PROP. WASTEWATER LINE
- PROP. STORM LINE
- STOP SIGN

NOTES:
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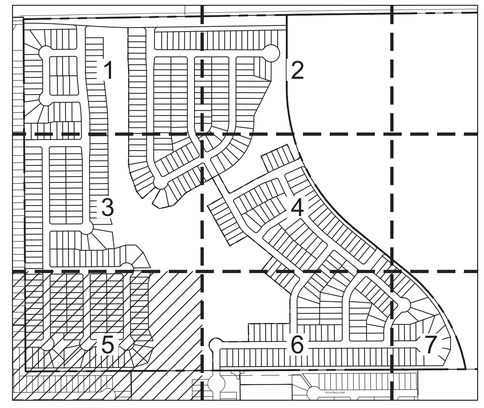

LOCATION MAP
N.T.S.

TEXAS FIRM REGISTRATION F4932
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360 PROFESSIONAL SERVICES, INC.

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9/25/2025

YELLOWSTONE SUBDIVISION PHASE 1 JARRELL, TEXAS

UTILITY LAYOUT (SHEET 5 OF 7)

Scale: AS SHOWN
Designed by:
Drawn by:
Checked by:
Date: SEPTEMBER 2025
Project No.

SHEET
19

IMAGES: SaF Sign.tif

PLOTTED BY: kpol
PLOT DATE: 9/25/2025
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MATCHLINE SHEET 4 OF 7

MATCHLINE SHEET 5 OF 7

MATCHLINE SHEET 7 OF 7

107 GREEN SPACE, DRG & UTIL LOT

POND A

PINE RIDGE WAY (50' ROW)

BROKEN ROCK LN (50' ROW)

BLUE THUNDER DR (50' ROW)

BLUE THUNDER DR (50' ROW)

SECTION 3

TRAIN STATION CLF (50' ROW)

TRAIN STATION CLF (50' ROW)

KELLY'S HEROES WAY (50' ROW)

CONNECT TO EASTWOOD WATER LINE

58 GREEN SPACE / & DRG LOT

EASTWOOD SECTION 9 DOC. 2022052263

KELLY'S HEROES WAY

EASTWOOD SECTION 10 DOC. 2022052263

25' SONTERRA MUD UTILITY EASEMENT DOC #2021169503

ALCATRAZ LOOP

SCALE IN FEET

60 30 0 60

LEGEND

- SUBJECT PROPERTY
- SECTION LINES
- PROPERTY LINES
- PROP. WATER LINE
- PROP. WASTEWATER LINE
- PROP. STORM LINE
- STOP SIGN

NOTES:
1. ON-SITE SURVEY PROVIDED BY LENZ AND ASSOCIATES, INC. DATED MARCH 2022. ON-SITE TOPO PROVIDED BY LENZ AND ASSOCIATES, INC. DATED JULY 2022. OTHER DATA SHOWN AND PROVIDED BY WILLIAMSON COUNTY. NO WARRANTY IS EXPRESSED OR IMPLIED AS TO ITS ACCURACY.

LOCATION MAP
N.T.S.

TEXAS FIRM REGISTRATION F4932
P.O. BOX 1805
CEDAR PARK, TEXAS 78630
PHONE (512) 354-4682

360 PROFESSIONAL SERVICES, INC.

SCOTT J. FOSTER
84652
LICENSED PROFESSIONAL ENGINEER
9/25/2025

YELLOWSTONE SUBDIVISION PHASE 1
JARRELL, TEXAS

UTILITY LAYOUT (SHEET 6 OF 7)

Scale: AS SHOWN
Designed by:
Drawn by:
Checked by:
Date: SEPTEMBER 2025
Project No.

SHEET
20

IMAGES: SJF Sign.tif

PLOTTED BY: Matt
PLOT DATE: 9/25/2025 7:57am
LAYOUT: 06 (2)
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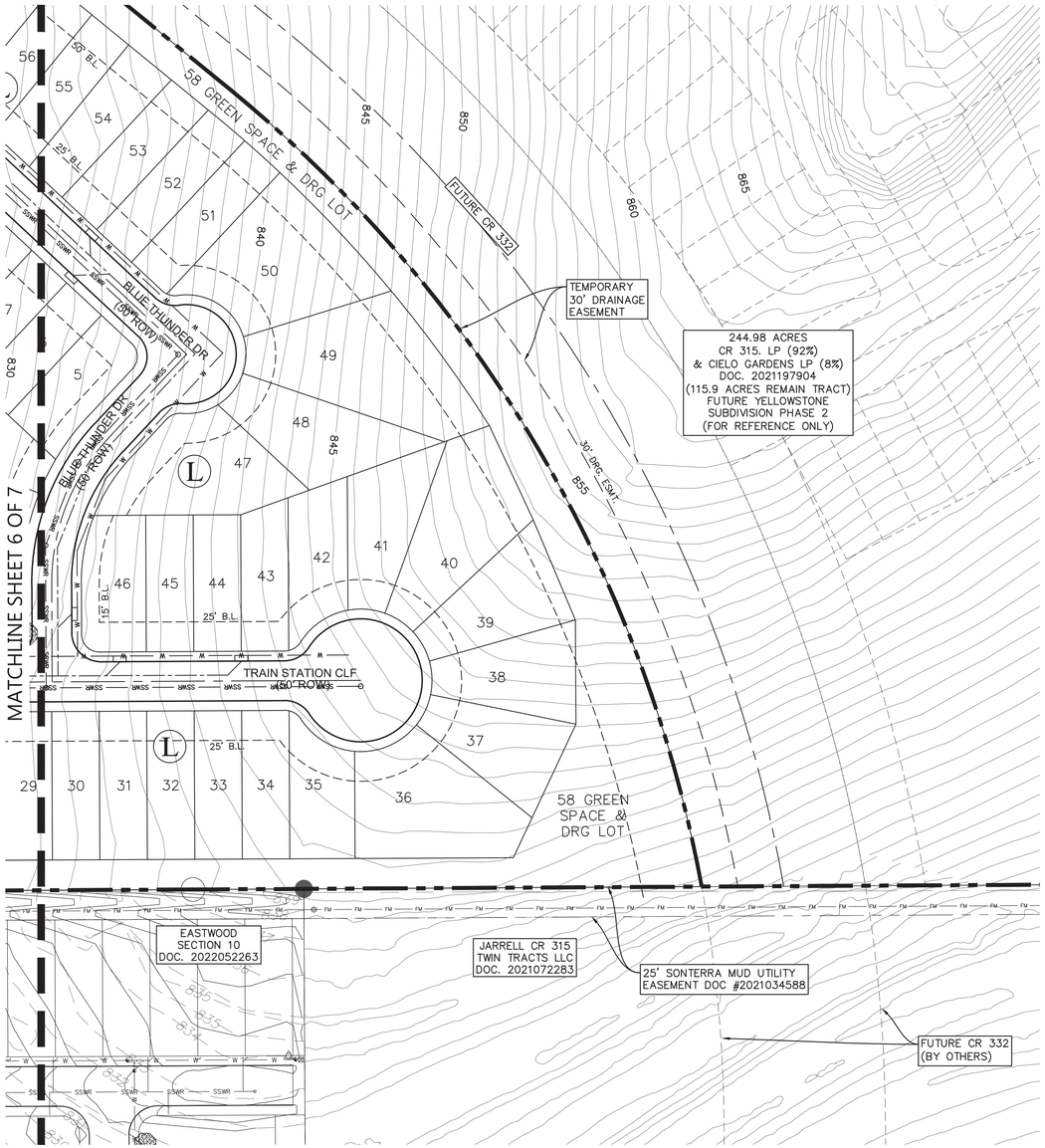

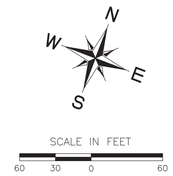

LEGEND

- SUBJECT PROPERTY
- SECTION LINES
- PROPERTY LINES
- PROP. WATER LINE
- PROP. WASTEWATER LINE
- PROP. STORM LINE
- STOP SIGN

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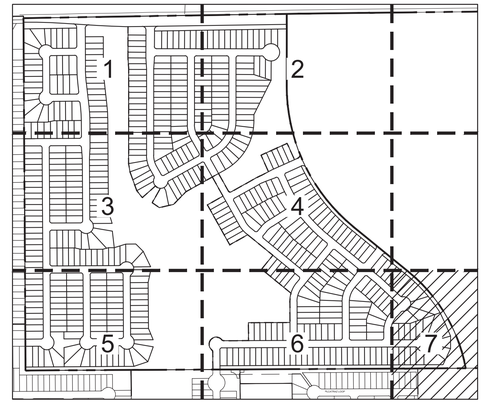

LOCATION MAP
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TEXAS FIRM REGISTRATION F4932
P.O. BOX 2029
CEDAR PARK, TEXAS 78630
PHONE (512) 354-4682

360 PROFESSIONAL SERVICES, INC.

SCOTT J. FOSTER
84652
LICENSED PROFESSIONAL ENGINEER
9/25/2025

YELLOWSTONE SUBDIVISION PHASE 1
JARRELL, TEXAS

UTILITY LAYOUT (SHEET 7 OF 7)

Scale: AS SHOWN
Designed by:
Drawn by:
Checked by:
Date: SEPTEMBER 2025
Project No.

SHEET
21

IMAGES: SoF Sign.tif

PLOTTED BY: test
PLOT DATE: 9/25/2025 7:58am
PLOT SCALE: 1.0000 ' / 1.0000 '
LAYOUT: 07 (2)
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Commissioners Court - Regular Session **30.**

Meeting Date: 10/21/2025

Breast Cancer Awareness Month

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a proclamation naming the month of October as "Breast Cancer Awareness Month" in Williamson County.

Background

According to the American Cancer Society, when breast cancer is detected early and is in the localized stage, the 5-year relative survival rate is 99%. Early detection and screenings are important to save lives. Although genetics is a factor in the occurrence of breast cancer, adopting healthy habits can help reduce the risk of developing breast cancer. Some of the things you can do are: ??????

* Maintain a healthy weight — obesity increases the risk of developing.
* Eat fruits and vegetables — 3.5 to 5 cups daily.
* Stay physically active — try to move at least 20 minutes every day.
* Do not smoke — even second-hand smoke to increase your risk.
* Limit alcohol consumption — frequent consumption can increase your risk.
* Schedule your screenings — be proactive, see your doctor and schedule regular health screenings.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Breast Cancer Proclamation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/10/2025 12:06 PM
Form Started By: Kathy Pierce		Started On: 10/10/2025 11:11 AM
Final Approval Date: 10/10/2025		

State of Texas
County of Williamson
Know all men by these presents:

That on the 21st day of October 2025, the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

Steven Snell, County Judge
Terry Cook, Commissioner Precinct One
Cynthia P. Long, Commissioner Precinct Two
Valerie Covey, Commissioner Precinct Three
Russ Boles, Commissioner Precinct Four

And at said meeting, among other business, the Court considered the following:

PROCLAMATION

WHEREAS, breast cancer will be diagnosed in 1 in 8 women during their lifetime in the United States, including friends, families and loved ones in Williamson County; and

WHEREAS, there is a breast cancer diagnosis every two minutes in the United States, and it is estimated that there will be 316,950 women and 2,800 men who learn that they have invasive breast cancer in 2025 and another 59,080 new cases of non-invasive breast cancer; and

WHEREAS, advances in early detection and treatment has significantly increased the 5-year survival rate to 99% when it is identified in an early localized stage, providing hope for the over 4 million breast cancer survivors in the United States; and

WHEREAS, the early detection through mammography and other breast exams helps find breast cancer earlier when it is more easily treated, and is the best defense against receiving a late-stage breast cancer diagnosis; and

WHEREAS, in Texas approximately 67% of women aged 40 or older have had a mammogram within the past two years, but Williamson County is helping improve access to preventative breast cancer screening for women in Williamson County; and

WHEREAS, Breast Cancer Awareness Month is meant to educate people about the disease, encourage women to start screening at age 40 or earlier, depending on personal risk factors, supports continued research, and is to support people diagnosed with breast cancer.

NOW, THEREFORE BE IT PROCLAIMED, that the Williamson County Commissioners Court does hereby proclaim October as "Breast Cancer Awareness Month" and encourages all women who have not received their recommended screening to make a mammogram appointment, provided at no cost through available community resources and through many health insurance plans.

PROCLAIMED THIS 21st DAY OF OCTOBER 2025.

_____
Steven Snell – County Judge

Commissioners Court - Regular Session **31.**

Meeting Date: 10/21/2025

Field of Honor

Submitted For: Valerie Covey **Submitted By:** Mary Perez, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a presentation regarding the Rotary Club of Georgetown Field of Honor.

Background

Hosted by THE ROTARY CLUB OF GEORGETOWN, TX FOUNDATION, the Field of Honor® is a dramatic, emotion-filled week-long event displaying up to 2,000+ full-size dedicated, 3′ x 5′ US flags, that honor and benefit military (past and present) and first responders. Each flag is available for purchase and dedication in honor of a veteran, active or reserve duty military, first responders, K9 Units, and Equestrian heroes! Flags can also be designated to the POW/MIA section of the field, or you can “Adopt a Hero.” It is FREE to visit the Field of Honor® that is open to all 24/7 throughout the week of the event.

This year, the 9th Annual Field of Honor® will be in San Gabriel Park with 10 acres to display flags for our heroes!

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	10/13/2025 09:02 AM
Form Started By: Mary Perez		Started On: 09/26/2025 11:36 AM
Final Approval Date: 10/13/2025		

Commissioners Court - Regular Session **32.**

Meeting Date: 10/21/2025

Setting up a workshop for Commissioners Court

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 setting a time, date, and location to hold a workshop to discuss plans to address evolving matters that may have an impact on Williamson County's operation in the near future.

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	10/14/2025 12:12 PM
Form Started By: Garry Brown		Started On: 10/14/2025 12:06 PM
Final Approval Date: 10/14/2025		

Commissioners Court - Regular Session **33.**

Meeting Date: 10/21/2025

ERP Presentation

Submitted By: Richard Semple, Information Technology

Department: Information Technology

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear a presentation on the Enterprise Resource Planning (ERP) system replacement project.

Background

The CIO and County Auditor will have a short presentation on the project, timeline, and significant impacts.

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	10/14/2025 08:13 AM
Form Started By: Richard Semple		Started On: 10/13/2025 04:58 PM
Final Approval Date: 10/14/2025		

Commissioners Court - Regular Session **34.**

Meeting Date: 10/21/2025

Award of RFP #25RFP21 Enterprise Resource Planning (ERP) Software System to Workday ERP Cloud Solution for Auditors Office

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFP #25RFP21 Enterprise Resource Planning (ERP) Software System to Workday ERP Cloud Solution with a ten (10) year software subscription and training support totaling $9,031,649.00 with a subscription term of 10/28/2025 through 10/27/2035 and authorize the execution of the agreements, Funding source is P710, 2025 CIP.

Background

Avaap U.S.A. LLC and Workday, Inc. submitted a joint response to RFP #25RFP21. The Workday ERP Cloud Solution, with implementation services provided by Avaap U.S.A., will replace the system(s) currently used by Williamson County. Workday is a cloud-based enterprise software platform that provides cloud applications for finance, HR, and planning. It is used by organizations to manage a wide range of administrative functions, such as human capital management, financial management, and analytics, all within a single, unified system. Williamson County received seventeen (17) submissions to the solicitation, there were two-hundred twelve (212) document takers, and advertisement was facilitated through Euna (formally Bonfire) to over seven hundred fifty (750) vendors. Origination #1896. Point of Contact Julie Kiley, Williamson County Auditor. Workday is publicly traded and Form 1295 is not required.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Scoring Summary Avaap/Workday

Workday Letter of Recommendation

Workday MSA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/14/2025 03:59 PM
Form Started By: Joy Simonton		Started On: 10/14/2025 12:05 PM
Final Approval Date: 10/14/2025		

WILCO

25RFP21 Enterprise Resource Planning (ERP)System

Scoring Summary

Active Submissions

Supplier	Total / 200 pts	Functionality / 30 pts	Technical / 10 pts	Approach / 20 pts	Respondent Experience / 15 pts	Proposed Staff Experience / 5 pts	Cost / 20 pts	Functionality Demonstrated / 30 pts	Technical Capabilities / 15 pts	Approach Discussion / 20 pts	Experience Discussion / 5 pts	Reference Feedback / 20 pts	Comparable References / 10 pts
Avaap	166.72	24.89	7.778	15.5	11.72	4.389	18.66	25.11	13.11	18.11	4.444	15.89	7.111
Creoal Consulting, LLC	159.26	28.56	9.333	17.72	12.84	4.444	7.25	24.78	10.83	17.22	4.167	15.22	6.889
Guidehouse Inc	158.4	23.67	8	16.11	12.5	4.278	16.4	24.28	12.78	14.67	3.833	14	7.889
Collaborative Solutions	152.28	22.89	7.111	14.13	11.56	4.111	14.93	24.56	12.78	13.11	3.778	15.56	7.778
AppsAssociates	148.49	26	8.111	15.86	11.33	3.889	8.359	24.11	11.17	16.28	3.833	13.11	6.444
AST, LLC	141.2	25.11	8	16.22	10.61	4	9.65	20.67	10.39	13.67	3.333	12.78	6.778
Precision Task Group, Inc.	71.07	21.44	7	9.993	10.39	3.056	19.19	-	-	-	-	-	-
Graviton Consulting Services	69.96	24.44	8.222	14.42	9.833	3.667	9.37	-	-	-	-	-	-
Highstreet IT Solutions, LLC	68.73	24.22	8	13.51	10.22	4.556	8.22	-	-	-	-	-	-
Strada U.S. Professional Services, LLC	67.8	19.67	6.333	9.62	8.722	3.556	19.9	-	-	-	-	-	-
Baker Tilly Advisory Group, LP	61.23	21.78	7.889	12.39	8.778	3.722	6.67	-	-	-	-	-	-
Tyler Technologies	59.81	14.89	5.889	8.291	8.889	2.778	19.08	-	-	-	-	-	-

OnActuate Consulting Inc.	59.55	17	5.333	9.107	9.167	3.444	15.5	-	-	-	-	-	-
Novamodus Inc.	58.84	20.56	5.778	11.16	5.889	3.778	11.68	-	-	-	-	-	-
UKG Kronos Systems, LLC	48.71	7.956	4.333	7.036	7.611	1.778	20	-	-	-	-	-	-
RighIT Solutions LLC	48.39	16.56	5.889	10.55	5.167	2.667	7.56	-	-	-	-	-	-
Oracle	40.33	10.25	4.125	4.375	5.125	1.375	15.08	-	-	-	-	-	-

Williamson County
Georgetown, Texas

JULIE M. KILEY
COUNTY AUDITOR

To: Purchasing

From: Julie M. Kiley, CPA, County Auditor

Subject: 25RFP21 Enterprise Resource Planning System

Re: RFP Evaluation

An RFP was advertised in Euna (Bonfire) for Enterprise Resource Planning System. In response to Solicitation 25RFP21 Enterprise Resource Planning (ERP) System the Purchasing Department received 17 proposals desiring to provide Enterprise Resource Planning System for Williamson County.

The Evaluation Committee, with Purchasing Department overview, reviewed the proposals.

After reviewing the proposals and considering the pricing Workday Inc. is the best overall selection for Enterprise Resource Planning (ERP) System for Williamson County.

The Williamson County Review Committee recommends that Workday Inc. be awarded the Enterprise Resource Planning (ERP) System for Williamson County. contract for Williamson County. - Solicitation 25RFP21.

Thank you.

SIGNATURE DOCUMENT

Documents	Agreement Number
Universal Main Subscription Agreement [redacted]	[redacted]
Public Sector Addendum [redacted]	
Subscription Order Form	
Subscription Order Form – Rising Passes	

By executing this document ("**Signature Document**"), the undersigned agree they are duly authorized signatories and all documents listed in the above table are entered into between the parties, effective as of the later of the dates beneath the parties' signatures below ("**Effective Date**"). References to Signature Document and Effective Date in the Main Subscription Agreement mean those terms as defined in the preceding sentence.

County of Williamson 710 Main Street Georgetown, Texas 78626	**Workday, Inc.** [redacted]
Signature	Signature Abhiti Tewari Abhiti Tewari (Oct 10, 2025 08:40:41 PDT)
Name	Name Abhiti Tewari
Title	Title Sr Director, Sales Finance
Date Signed	Date Signed Oct 10, 2025

Approved as to Legal Form by:

Katie Hauck
Katie Hauck (Oct 9, 2025 17:46:42 EDT)

Note: Before reviewing the MSA terms, please review our FAQ at this link: [redacted]

©2025 Workday [redacted] US and Canada

US Public Sector Addendum

This US public sector addendum ("**Public Sector Addendum**" or "**Addendum**") is incorporated into and forms part of the Universal Workday Main Subscription Agreement for Federal and SLED Customers, which is available at [redacted] or as executed by Workday and Customer ("**MSA**" or "**Agreement**"). The version of this Addendum which is attached to or referenced in the Signature Document that also references Customer's first Order Form or in Customer's first Order Form if there is no Signature Document, will apply to all subsequent Order Forms that reference the same MSA, unless a different Addendum is referenced in such Order Form.

This Public Sector Addendum applies to United States government customers, including but not limited to entities of the United States Federal Government (each, a "Federal Customer"), as well as state entities, local entities, or public education entities created by the Laws (including constitution or statute) of the applicable state (each, a "SLED Customer"). Workday also reserves the right, at its sole discretion, to offer this Public Sector Addendum to US-based (i) private higher education entities, (ii) quasi-public entities (not otherwise qualified as a Federal Customer or a SLED Customer), such as federally funded research and development centers, and/or (iii) public healthcare entities (not otherwise qualified as a Federal Customer or a SLED Customer), provided that in order for this Public Sector Addendum to apply to such entities, it must be explicitly referenced and incorporated into the signed Signature Document or Order Form as between Workday and such entity. As applicable, an entity qualified under (i), (ii), or (iii) above will be referred to herein as an "Approved Customer"; an Approved Customer is specifically not included in the definition of "Federal Customer" or "SLED Customer" and any clauses in this Addendum indicating it applies only to a Federal Customer or a SLED Customer will not extend to an Approved Customer.

Unless otherwise defined herein, all other capitalized terms used in this Public Sector Addendum have the same meaning as set forth in the MSA.

1. **Taxes**. The following sentence is hereby added at the beginning of the "Taxes" clause in the MSA (currently, Clause 1.3): "*This clause applies only if Customer has not provided Workday with a valid tax exemption certificate authorized and honored by applicable taxing authorities that covers all Taxes.*"

2. **FOIA/Public Disclosure Laws.** Workday acknowledges that Customer may be compelled to disclose certain Workday Confidential Information pursuant to the Federal Freedom of Information Act and/or state public disclosure Laws. A disclosure by the Customer of Workday's Confidential Information to the extent required by Law will not be considered a breach of the Agreement, provided the Customer promptly provides Workday with prior notice of such disclosure (to the extent legally permitted) in time to allow Workday to contest such disclosure, follows the process set forth in any applicable public records law(s), and provides reasonable assistance, at Workday's cost, if Workday wishes to contest the disclosure. In the event of any request by a government agency, law enforcement authority, or document subpoena for access to Customer Content, Workday will seek to redirect the inquiry to Customer. In all such cases, Workday will take all reasonable and legally permissible measures to protect the Customer Content and to inform Customer of such demand.

3. **FERPA.** To the extent required for a public education SLED Customer or an Approved Customer, the parties agree to the following addition to the MSA: "*To the extent Customer is an educational institution subject to the Family Educational Rights and Privacy Act ("FERPA") and determines that Workday is a School Official for purposes of 34 CFR §99.31(a)(1)(i)(B), Workday will comply with its obligations thereunder by complying with the terms of this Agreement and the DPE.*"

4. **Business Associate Exhibit** If the Customer Content includes data that is protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and Customer is a Covered Entity as defined under HIPAA, Workday's Business Associate Exhibit found at https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html effective as of the Effective Date of the Agreement will apply to Workday's receipt, maintenance, or transmission of Protected Health Information from, or on behalf of Customer, as described in such Exhibit.

5. **Clause 7.2 Customer Indemnity in the MSA is replaced with the following:**

   Customer Obligations. Unless Customer is prohibited by Law from indemnifying its vendors, Customer will defend Workday, at Customer's expense, from any third-party Claim against Workday arising from Customer Content, and Customer will be directly and solely responsible for any Losses related to such Claim. If Customer is prohibited by Law from indemnifying its vendors, Customer acknowledges that it, and not Workday, is responsible for Customer Content and any other materials and data it provides to Workday and for the behavior of its Authorized Parties and the parties agree that any indemnification clause found in an Order Form's application-specific additional terms or click-through terms referenced in the Order Form will be read only as such an acknowledgement.

6. **FOR A FEDERAL OR SLED CUSTOMER ONLY: Termination for Non-Appropriation.** To the extent required by Law, the following provision is hereby added to the end of the "Termination" clause of the MSA (currently Clause 9.1):

   Termination for Non-Appropriation. Customer is a US Federal, State, or Local governmental entity that relies on funding which is allocated at the federal, state and/or local level to fund the Service in the Agreement. Customer intends to continue the Agreement for its entire term and to satisfy its obligations thereunder. Customer will seek to obtain funding for each fiscal year of an Order Form. For each succeeding fiscal period: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under the Agreement; (b) Customer agrees to use all lawful and reasonable means to secure appropriations; and (c) Customer agrees it will not use non-appropriations as a means of terminating the Agreement in order to acquire functionally equivalent products or services from a third party. If funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, Customer may terminate the impacted portion of an Order Form, in whole or in part. In accordance with the foregoing, Customer will give Workday written notice thirty (30) days prior to the effective date of any such termination. All obligations of Customer to make payments after the termination date will cease and all Workday obligations to provide the Service will terminate. Notwithstanding the foregoing, Customer will pay for (i) the entire time period the Service was made available to Customer prior to Workday's receipt of notice of termination for non-appropriation; and (ii) for all amounts and Service periods for which Customer has received services. Customer will not execute any Order Form unless funds have been appropriated for at least the first year's subscription fee. Upon termination, Customer will remit all amounts due, and all costs reasonably incurred up to the date of termination. Upon request by Workday, Customer will identify to Workday the extent to which funds have been allocated for individual Order Forms throughout the term of the Agreement.

7. **Background Check.** Unless prohibited by law, Workday agrees to conduct (or has previously conducted) a criminal background check on personnel employed by Workday (or will require its subcontractors to conduct a background check on their own personnel) who will have access to Customer Content. Such background check will be in the form generally used by Workday in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process. Workday will not allow any person performing under the Agreement on behalf of Workday to be assigned to have access to Customer Content whose background check revealed a conviction of any violent crime or crime involving theft, dishonesty, moral turpitude, breach of trust, or money laundering.

8. **Assignment.** In the event of an M&A assignment, the non-assigning party will be entitled to request from the assignee reasonable information to demonstrate that the assignee has the necessary resources and expertise to provide the Service. Failure to provide such information will be a material breach of the Agreement.

9. **Federal Government End Use.** Workday's offering constitutes 'commercial items' as defined under FAR 2.101. Workday's contracting documents are in conformance with Workday's commercial item

offerings and tailoring of acquisition terms is pursuant to FAR 12.302(b). If you are a FAR governed Federal Customer, Workday agrees that the resulting contract will include the mandatory FAR commercial flow downs for a subcontractor under FAR 52.244-6. Additionally, the parties agree that the purpose of the Agreement is to provide a sophisticated integrated system solution, principally for the provision of a product, not a service and as such, neither the Service Contract Act nor its related statutes or regulations apply to Workday's performance hereunder.

10. **Use by Other Entities.** The parties agree that other United States public entities, including state agencies, local governments, courts, and public institutions of higher education may utilize the terms of the Agreement to purchase the Service from Workday for agreements commencing no later than 5 years after the Effective Date of the Agreement. Workday may extend the availability of the Agreement for such use in its sole and reasonable discretion. The parties understand that pricing is specific to Pricing Metrics and the choice of Workday Service components and other entities will not necessarily pay the same price as Customer. Any such other entity will be responsible for complying with its relevant procurement rules and regulations. Customer will in no way whatsoever incur any liability to Workday, such entities, or others in relation to specifications, delivery, payment, or any other aspect of actions or omissions by such entities. An entity wishing to utilize the Agreement will have a copy of the Agreement executed in its own name and any Order Forms will be in such entity's name. The parties agree that Workday can disclose the Agreement, all exhibits, and any applicable Order Forms to an entity seeking to make use of this Clause.

11. **Publicity**. Except as set forth in this clause, Workday will not use Customer's name, logos or trademarks without the prior written consent of Customer in any written press releases, advertisements and/or marketing materials. Notwithstanding the foregoing, Workday may use Customer's name and logo in lists of customers and on its website, including, but not limited to, Workday's community portal; however, such usage will not be classified as an advertisement but only identification as an entity who receives the Service from Workday. Workday will comply with Customer's trademark and logo usage guidelines if they are provided to Workday by Customer. For the avoidance of doubt, this clause does not prohibit Workday from referencing Customer's name in a verbal format. Individual Order Forms may have more expansive publicity rights.

12. **FOR A FEDERAL OR SLED CUSTOMER ONLY: Governing Law.** The parties agree that notwithstanding the "Governing Law" clause of the MSA (currently Clause 10.7), the following will apply:

    a. For a Federal Customer only: this Addendum and the Agreement and any disputes arising out of or related thereto will be governed by U.S. Federal Law. Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by Federal Law is deleted and superseded by the forum or venue required by Law. If Workday believes a Federal Customer is in breach of the Agreement, Workday will pursue its rights under the Contract Disputes Act or other applicable Law while continuing performance as set forth in Federal Acquisition Regulation 52.233–1 (Disputes).

    b. For a SLED Customer only: this Addendum and the Agreement and any disputes arising out of or related thereto will be governed by the Laws of the state pursuant to which Customer is created, or else the state in which Customer's primary headquarters or main office is geographically located. With respect to all disputes arising out of or related to this Addendum and the Agreement, the parties consent to exclusive jurisdiction and venue in the state and federal courts located in such state.

13. **Order of Precedence:** The second sentence of MSA Clause 10.13, "Miscellaneous" is hereby replaced with the following: In the event of a conflict, the provisions of an Order Form will take precedence over provisions of this MSA as modified by the US Public Sector Addendum and any other exhibit or attachment with respect to the Service described on that Order Form, except that no terms in or attached to an Order Form shall modify clauses 5, 13, 15, and 17 of the US Public Sector Addendum unless the main body of the Order Form specifically states that such changes as apply to clauses 5 or 13 of the US Public Sector Addendum.

14. **Definitions**: A new definition is added to MSA Clause 11 as follows:

"**US Public Sector Addendum**" or "**Public Sector Addendum**" means the US Public Sector Addendum found at [redacted] as of the date of first Signature Document referencing this MSA if no US Public Sector Addendum is attached to the Signature Document, or the US Public Sector Addendum attached to the Signature Document, if one is attached. No portion of a clause labeled "FAQ" or "Frequently Asked Questions" is part of the US Public Sector Addendum.

15. **Texas Prompt Payment Act Compliance.** In addition to Section 1 of the Agreement, any applicable portions of Chapter 2251 of the Texas Government Code shall also apply.

16. **Customer's Right to Financial Audit.** Workday agrees that Customer or its duly authorized representatives (so long as such representatives agree to confidentiality obligations at least as restrictive as those set forth herein) 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 financial books, documents, papers and records of Workday which are directly pertinent to verify Workday's charges for the Service provided under any Order Form(s) issued under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Workday agrees that Customer shall have access during normal working hours to all necessary Workday facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Customer shall give Workday reasonable advance notice of intended audits, and the parties shall mutually agree upon the timing of such financial audit which shall be conducted in a manner that is not disruptive to Workday's business operations. Customer will pay for all costs related to such audits. Such right shall not extend to or require on-site audits of Workday's operations or third-party hosting facilities, disclosure of any confidential information of any other Workday customer, or Workday's payroll records or other financial records not related to Service fees invoiced to Customer.

17. **Governmental Liability.** The parties expressly agree that nothing in this Agreement adds to or changes the applicable liability limits and immunities for Customer provided by the Texas Tort Claims Act, Chapter 101, Civil Practices and Remedies Code, or other applicable Laws. The parties expressly agree that, in the execution of this Agreement, the Customer shall not be deemed hereby to waive any applicable immunity or defense that would otherwise be available to the Customer against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable Laws.

18. **Retrieval of Customer Content.** The parties agree that Section 9.2 (Retrieval of Customer Content) in the MSA is hereby deleted and replaced in its entirety with the following:

    Retrieval of Customer Content. Upon Customer's written request made on or prior to expiration or termination of this Agreement (including any Transition Period), Workday will give Customer limited access to the Service for a period of up to 60 days, at no additional cost, solely for purposes of retrieving Customer Content ("**Retrieval Period**"). After such Retrieval Period and subject to Workday's legal obligations, Workday has no obligation to maintain or provide any Customer Content and will, unless legally prohibited, delete Customer Content by deleting Customer's applicable Instance; provided, however, that Workday will not be required to remove copies of the Customer Content from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases Workday will continue to protect the

Customer Content in accordance with this Agreement. Customer Content will be made available for retrieval through extraction in a machine-readable format as described in the Documentation.

19. **Confidential Information.** The following sentence is hereby deleted from the definition of "Confidential Information" (currently Clause 11): "the negotiated terms, conditions and pricing of this Agreement (but not its existence or parties)."

20. **Open Meetings Act.** The parties acknowledge that this Agreement will be adopted in an open meeting held in compliance with the Texas Open Meetings Act (Tex. Gov. Code, Ch.551), as amended.

©2025 Workday

ORDER FORM 00499060.0

Customer Name	County of Williamson, TX
Workday Entity	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
Universal Main Subscription Agreement (MSA)	This Order Form is subject to and governed by the MSA found at [redacted] The MSA is hereby amended through the entire MSA Term to add as an addendum the US Public Sector Addendum, which is attached hereto.
Product Terms	Service SKUs are subject to the applicable Product Terms available at [redacted] which are incorporated herein by reference.
MSA and Order Form Effective Date	The later of the dates of the parties' signatures on the Signature Document
Order Term	October 28, 2025 through October 27, 2035
WSP Order Term	October 28, 2025 through October 27, 2028
Currency	USD
Total Fees	9,031,639
Tenant (or Instance as applicable) Base Name *Tenant Base Name is used to generate Workday tenant URLs.*	wilco

Subscription Payment Schedule Table

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Form Effective Date	222,689
2	Due on First anniversary of the Order Term start date	445,378
3	Due on Second anniversary of the Order Term start date	964,034
4	Due on Third anniversary of the Order Term start date	981,294
5	Due on Fourth anniversary of the Order Term start date	998,906
6	Due on Fifth anniversary of the Order Term start date	1,016,874
7	Due on Sixth anniversary of the Order Term start date	1,035,193
8	Due on Seventh anniversary of the Order Term start date	1,053,879
9	Due on Eighth anniversary of the Order Term start date	1,072,944
10	Due on Ninth anniversary of the Order Term start date	1,116,368
	Total Payment Amount	**8,907,559**

Training Payment Schedule Table

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Form Effective Date	124,080
	Total Payment Amount	**124,080**

©2025 Workday [redacted]

Subscription Rights Table

SKU	Service	Pricing Metric	Annual Subscription Rights
LDPHCM	Core Human Capital Management - LDP	FSE*	Full Enterprise (incl. Former Workers with Access)
LDPHLP	Help - LDP	FSE*	Full Enterprise
LDPCCB	Cloud Connect for Benefits - LDP	FSE*	Full Enterprise
LDPBEN	Benefits - LDP	FSE*	Full Enterprise
LDPUSP**	Payroll for United States - LDP	FSE*	United States-based Employees
LDPLRN	Learning - LDP	FSE*	Full Enterprise
LDPCCLRN	Cloud Connect for Learning - LDP	FSE*	Full Enterprise
LDPREC	Recruiting - LDP	FSE*	Full Enterprise
LDPACM	Advanced Compensation Management - LDP	FSE*	Full Enterprise
LDPTLO	Talent Optimization - LDP	FSE*	Full Enterprise
LDPGM	Grants Management - LDP	FSE*	Full Enterprise
LDPFIN	Core Financials - LDP	FSE*	Full Enterprise
LDPPLNF	Financial Planning - LDP	FSE*	Full Enterprise
LDPPRA	Prism Analytics Enterprise - LDP	FSE*	Full Enterprise with up to 20 million Published Data Rows at any time for each Tenant (or Instance as applicable)
LDPPRJT	Projects - LDP	FSE*	Full Enterprise
LDPEXP	Expenses - LDP	FSE*	Full Enterprise
LDPPRO	Procurement - LDP	FSE*	Full Enterprise
LDPCLM	Contract Lifecycle Management - LDP	Documents	Up to 2,000 Documents and Up to 5 Contract Lifecycle Management Custom AI Models
WSP	Workday Success Plan	% of Fee	WSP - Accelerate

*For Pricing Metric details see the Full-Service Equivalent ("FSE") Count Table below.
**Customer agrees that the number of FSE Workers for all Payroll Services and any Workday payroll connector will always be equal to the total number of FSE Workers for HCM minus Former Workers with Access.

Full-Service Equivalent ("FSE") Count Table

FSE Population Category	Baseline FSE Count
Full Enterprise (incl. Former Workers with Access)	2,358
Full Enterprise	2,355
United States-based employees	2,355

Named Support Contacts Table

Number of Named Support Contacts*	6

**Named Support Contacts are the contacts that may request and receive support services from Workday and must be trained on the Workday product(s) for which they initiate support requests.*

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Customer Contact Information

	Billing, In Care of *Responsible for payment processing and will receive invoicing and billing-related communications.*	**Customer Support** *Main point of contact for Workday Support and will receive initial login credentials.*	**Subscriptions Contact** *Main point of contact for responding to and fulfilling the Growth and Expansion Obligations.*
Contact Name	[redacted]		
Street Address City/Town, State/Region/County, Zip/Post Code, Country	710 Main Street Georgetown Texas 78626 United States	710 Main Street Georgetown Texas 78626 United States	710 Main Street Georgetown Texas 78626 United States
Phone/Fax #	N/A	N/A	N/A
Email (required)	[redacted]		
Internal Reference or PO	[redacted]		
Tax Exempt? Yes / No		If yes, US Exemption Tax Certificate or FST/VAT Number	

Additional Customer Support Contacts
Product Lead who will receive initial login credentials.

	Admin Contact Name	**Admin Contact Email**
Adaptive Planning	[redacted]	

For customers based in the U.S., certain portions of the Service included in this Order Form can be used with optional downloadable software components ("**Downloadable Components**"). Any applicable tax for Downloadable Components will be separately presented on the invoice based on a valuation attributed to the Downloadable Components. As of the Order Form Effective Date, there is no value attributed to any of the Downloadable Components.

This Order Form is subject to and governed by the Signature Document and incorporates all documents linked and/or attached. Customer may not withhold, reduce, or set-off fees owed under this Order Form. All purchase order forms, tax exemption certificates and FST/VAT/business registration, supplier setup requests, and invoice inquiries shall be submitted to [redacted]

THE VALIDITY OF THIS ORDER FORM IS CONDITIONED ON WORKDAY RECEIVING FROM CUSTOMER A SIGNED COPY OF ORDER FORM (#499060) BY NO LATER THAN 5PM PST on October 28th, 2025 ("Deadline"). Notwithstanding the foregoing, this Order Form shall be valid if Workday, in its sole discretion, accepts an Order Form received after the Deadline. Workday will notify the Customer in the event Workday does not accept the Order Form.

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ADDITIONAL ORDER FORM TERMS ADDENDUM

1. General.

Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the MSA. The Total Subscription Fee is based on the maximum indicated in the Subscription Rights Table and any use in excess of such maximum(s) indicated will be subject to the Growth and Expansion section herein. Annual Subscription Rights limits may not be decreased during the Order Term.

2. FSE Metric Calculation and Worker Category Definitions.

The total FSE Count is calculated by categorizing each Worker to one of the Worker Categories below, multiplying the applicable number of Workers by the Applicable Percentage, and then adding the FSE Count for each Worker Category.

FSE Calculation Table:

Worker Category	Total Workers	Applicable Percentage	FSE Count
Full Time Employees	2,350	100.0%	2,350
Part-Time Employees	0	25.0%	0
Associates	40	12.5%	5
Former Workers with Access	110	2.5%	3
Total FSE Count:	**2,500**		**2,358**

The Service may be used by Customer only for the Worker Categories listed above and as defined below.

"Full-Time Employee" is an employee of Customer regularly scheduled for more than twenty hours per week regardless of the method of payment or actual hours worked, whether or not such employee is eligible to receive employee benefits in accordance with Customer's internal standard practices. A Full-Time Employee will be considered non-temporary if they are hired to work for a period of more than 3 months in a given year.

"Part-Time Employee" is an employee of Customer regularly scheduled for twenty hours per week or less regardless of the method of payment or actual hours worked, whether or not such employee is eligible to receive employee benefits in accordance with Customer's internal standard practices. A Part-Time Employee will be considered non-temporary if they are hired to work for a period of more than 3 months in a given year.

"Associate" is an individual not counted as a Full-Time or Part-Time Employee but in one of the following categories: temporary employees, independent contractors and affiliated non-employees including, but not limited to, volunteers and vendors whose Active Records are in the Service.

"Former Worker with Access" is a former worker that continues to have access to the Service through the Employee Self-Service features. Former Workers with Access are only included in the Subscription Rights for the Human Capital Management Service.

Former Workers with Static Records shall be excluded from the FSE calculation but may continue to be maintained in the Service. "**Static Records**" are records in the Service for workers with whom Customer has no further relationship and to whom Customer does not provide self-service access. Static Records include former worker records used solely for historical reference. All other worker records are "**Active Records**".

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3. Additional Metric Definition(s).
Additional Metric Definition Table.

	Metric	Definition
LDPPRA	Published Data Rows	The total number of data rows capable of being reported upon in Customer's PRA data catalog. Published Data Rows are measured separately for each Tenant (or Instance as applicable).
LDPCLM	Documents	A Document is any non-identical file uploaded or stored to the application. Any file uploaded or stored to the application solely as an attachment using the in-application attachment functionality is not considered a Document and will not be counted against Customer's Document Entitlement.
LDPPRACU	Published Data Rows	The total number of additional data rows capable of being reported on in Customer's PRA data catalog. These data rows are in addition to Customer's existing Published Data Row entitlements under Customer's PRA subscription and any other PRACU subscription(s). Published Data Rows are measured separately for each Tenant (or Instance as applicable).
LDPCLMAIM	Custom AI Models	A Custom AI Model is an X-Ray model published within the application. Once published, each Custom AI Model is perpetually counted against the Customer's Custom AI Model Subscription Rights, even if the model is later suspended or deleted. Modification or re-publication of a published Custom AI Model will not be considered a publication of a new Custom AI Model and will not be counted against Customer's Custom AI Model Subscription Rights.

4. Workday Success Plans Additional Terms.
Workday Success Plans is described in and subject to the Workday Success Plans Program Terms site [redacted] In the event of a conflict between the terms of this Order Form and the terms of either of the Workday Success Plans Program Terms or the Workday Customer Experience Program Addendum, the terms of this Order Form shall control. The Pricing Metric in the table above for Workday Success Plans is based on the annual Subscription Fees during the Order Term. If Customer purchases additional SKU's or Subscription Rights during the WSP Order Term, an additional fee equal to 20.0% of the new Subscription Fees will be added for the Workday Success Plan to the new Order Form. Customer will only have rights to Workday Success Plans during the WSP Order Term. The total Workday Success Plan fees assessed on this Order Form, in the amount of 414,979, represent fees associated with the SKU(s) purchased under this Order Form for the WSP Order Term.

5. Growth and Expansion.

A. Annual Reporting Obligation.
Customer will report to [redacted] no earlier than 90 days and no later than 60 days ("**Annual Reporting Period**") based on the number of Active FSE Worker Records and Additional Metrics provided below, as applicable, as of 90 days ("**Count Date**") prior to each anniversary of the Order Term start date. Customer agrees to pay fees for any excess Subscription Rights at the Expansion Rates described below to cover the period from the anniversary of the Order Term start date immediately following the Annual Reporting Period through the subsequent anniversary date (each a "**Reporting Cycle**").

Customer understands that an order form will be required to document any annual fees due pursuant to this section in its entirety. Such order form must be executed no later than 30 days prior to each anniversary of the Order Term start date until the Renewal (as defined below), at which time the Annual Reporting Obligation will be incorporated into the Renewal Term.

a. FSE Metric Reporting.
Reporting for Active FSE Worker Records is based on the additional FSE Workers which are defined as any Active FSE Worker records exceeding the Baseline FSE Count.

FSE Expansion Table

SKU	Annual FSE Expansion Rate
All Service SKU(s) with the FSE Pricing Metric in the Subscription Rights Table unless stated otherwise within this table	300.84
LDPUSP	32.52
LDPHCM	52.54
LDPBEN, LDPCCB	10.22

b. Additional Metric Reporting based on total cumulative number.
Reporting for the following SKU(s) is based on the total cumulative number set forth in the Subscription Rights Table for the 12-month period preceding the Count Date. For avoidance of doubt, reporting at the end of Year 1 is based on Customer's full annual entitlement outlined in the Subscription Rights Table.

i.Additional Metric Expansion Table

SKU	Additional Metric Increase	Annual Expansion Rate for Additional Metric Increase
LDPCLM	Each increment of 1,000 additional Documents	19,570
LDPCLMAIM	Each increment of 10 additional Contract Lifecycle Management Custom AI Models	13,333

c. Additional Metric Reporting based on highest daily number.
Reporting for the following SKU(s) is based on the highest daily number set forth in the Subscription Rights Table for the 12-month period preceding the Count Date. For avoidance of doubt, reporting at the end of Year 1 is based on Customer's full annual entitlement outlined in the Subscription Rights Table.

i. Additional Metric Expansion Table

SKU	Additional Metric Increase	Annual Expansion Rate for Additional Metric Increase
LDPPRACU	Each increment of 10M Additional Published Data Rows	20,400

B. Growth Event Reporting Obligation.
In addition to the Annual Reporting Obligation, if Customer exceeds any Subscription Rights by 5% or more ("Growth Event") as a result of any one-time addition of Workers (e.g., M&A), Customer must report the excess Subscription Rights to [redacted] within 30 days of the Growth Event. Customer agrees to pay the applicable annual fees from the start date of the Growth Event through the subsequent anniversary date which will be documented under a separate order form.

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C. Workday Success Plans Reporting.
In conjunction with any fees due as a result of the Annual Reporting Obligation or Growth Event Reporting Obligation, an additional fee of 20.0% will be added for Workday Success Plan for any excess Subscription Rights.

6. Renewal.
Customer may renew its subscription for the Service by notifying Workday prior to the end of the Order Term and Workday will generate a new Order Form for a single three-year renewal term ("**Renewal Term**") at the below pricing. Such order form must be executed no later than 30 days prior to the end of this Order Term.

Renewal Table

Renewal Term Years	Annual Renewal Subscription Fees
1st year of Renewal Term	Base Subscription Fee x (1+ (2% Innovation Index + Renewal Term CPI))
2nd year of Renewal Term	Previous Year Subscription Fee x (1+ (2% Innovation Index + Renewal Term CPI))
3rd year of Renewal Term	Previous Year Subscription Fee x (1+ (2% Innovation Index + Renewal Term CPI))

The "**Base Subscription Fee** "is $972,167. If the final Subscription Period is a partial year, the Base Subscription Fee is the annualized value of the final Subscription Period. The Renewal fees for the Workday Success Plan will be based on the greater of either the minimum fee or 20.0% of the annual Renewal fees defined herein. The Expansion Rates for the Renewal Term shall be increased by the same percentage as the Annual Renewal Subscription Fees per year in the Renewal Table. Annual Renewal Subscription Fees are valid only if Customer's Base Subscription Fee plus any annualized fees for Workday Success Plan is equal to or greater than the Base Subscription Fee defined herein. Fees for the Renewal Term are due by the first day of each corresponding year of the Renewal Term. Individual payments shall match the Annual Renewal Subscription Fee as defined in the Renewal Table above. If Customer wishes to procure any additional SKUs or Subscription Rights for a Renewal Term that are not included in the Base Subscription Fee, fees for those items will be in addition to the fees anticipated under this section.

7. Additional Definitions (as applicable).
"**CPI**" means the consumer price index established by the United States Department of Labor for All Urban Consumers, US City Average, All Items (change in annual average).
"Renewal Term CPI" means CPI established for the calendar year prior to the most recent February 1 preceding the Renewal Term, if a positive number.
"**Innovation Index**" means the fixed annual rate of increase in Subscription Fees based on improved Service functionality and performance that is a result of Workday's efforts and investment in product development and infrastructure.

8. Additional Scope of Use Terms.
Prism Analytics. Customer may import and utilize third party data (including any data services that Workday may make available to Customer) with LDPPRA but only to the extent Customer has independently obtained all necessary rights and licenses to do so and Customer's use of such data is in compliance with such data provider's terms of use and applicable Laws. LDPPRA is not provided in a PCI compliant environment so it may not be used for PCI data. Customer may monitor its own usage in LDPPRA and manage Published Data Rows by unpublishing, filtering and republishing, or deleting data, in order to keep its usage of LDPPRA below the Published Data Rows limits set forth above, or Customer may purchase additional Published Data Rows entitlements (set forth in the "**Growth and Expansion**" section above). Workday reserves the right to monitor the number of Published Data Rows by Tenant (or Instance as applicable) used by Customer. Customer understands that if at any time Customer exceeds the Data Limit then Customer may experience reduced performance of the Tenant (or Instance as applicable). "**Data**

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Limit" for each Tenant (or Instance as applicable) is the sum of the Published Data Row entitlement as set forth in the "**Subscription Rights Table**" above for a particular Tenant (or Instance as applicable) and any additional current Published Data Row entitlements purchased by Customer.

9. Customer Identification/Referenceability.
At Workday's reasonable request and at Customer's reasonable discretion, Customer shall (1) make Customer's representative, as mutually agreed, available for reference calls with prospective Workday customers or industry analysts; (2) work with Workday to produce a case study (in written or video format), that describes Customer's use of the Workday Service or portion of the Service and includes supporting quotes from Customer; (3) participate in or speak at Workday-hosted prospect events; and (4) be featured in a Workday Blog, Whitepaper, or Webinar if asked to do so and with prior written consent by Customer.

10. Option to Acquire Additional SKUs
Within 24-months of this Order Effective Date (the "**Option Expiration Date**"), Customer may acquire a subscription for the specific SKU(s) as set forth below. Any standard applicable terms for the SKU(s) acquired will apply. If Customer elects to exercise its option under this section, Customer must provide Workday with written notice by the Option Expiration Date. Workday will provide a separate Order Form, with an order term start date on or before the Option Expiration Date, which will be coterminous with this Order Form and will be used to formally document the subscription.

SKU	Service	Pricing Metric	Subscription Rights	Annual Fee per FSE Worker
LDPAM	Absence Management - LDP	FSE	Full Enterprise*	4.80
LDPCS	Candidate Engagement - LDP	FSE	Full Enterprise*	8.69
SKU	**Service**	**Pricing Metric**	**Subscription Rights**	**Annual Subscription Fee**
LDPSRCEXP	Strategic Sourcing Expert - LDP	Users	Up to 20 Users	85,531
LDPMSG	Messaging - LDP	Messages	Up to 100,000 outbound and inbound messages	6,724

*Customer understands that the Baseline FSE Worker Count stated for the Subscription Rights are subject to increase in accordance with the Growth and Expansion section herein
**Customer understands that acquiring new SKUs is subject to additional WSP fees, as stated in 4. Workday Success Plans Additional Terms, herein.

WORKDAY SERVICE SKU DESCRIPTIONS ADDENDUM

Customer may only use the Service SKUs subscribed to as indicated in the body of this Order Form.

Service	Product Line	Description
Core Human Capital Management - LDP	Human Capital Management	Core HCM includes management of the unified worker system of record; organization management; staffing management; basic compensation management; safety incident tracking; business asset tracking; management of business plans. Core HCM supports the organization's onboarding through new hire tasks; calls attention to the on-boarding process; guides workers through a checklist of actions; and enables communication of relevant corporate and job-related information. Core HCM also enables the creation of electronic Form I-9s for U.S. employment verification and the ability to distribute documents to new hires and track acknowledgements or electronic signatures. Core HCM includes Workday Foundation elements such as dashboards, reporting, analytics, Business Process Framework and self-service. Workday HCM includes connectors that facilitate integration to select Workday partners that provide capabilities including: recruiting, learning, time and attendance, and user account provisioning (LDAP/Active Directory).
Help - LDP	Human Capital Management	Help includes a knowledge base with features to create, maintain and manage organizational content, and a case management system with features to create, route and resolve human resources cases.
Cloud Connect for Benefits - LDP	Human Capital Management	Cloud Connect for Benefits extends Workday HCM by providing integration to a growing catalog of benefits providers, including: health insurance, health and flexible spending accounts, retirement savings plans, life insurance, AD&D insurance, and COBRA administrators.
Benefits - LDP	Human Capital Management	Benefits enables the set-up of benefit plans, benefit groups, eligibility rules and benefit rates; maintenance of enrollment event and cross plan rules for benefit plans; management of benefit and open enrollment events, evidence of insurability, and individual rates for workers; and tracking of beneficiaries and dependents.
Payroll for United States - LDP	Payroll	Workday Payroll for US supports the creation and management of Payroll for U.S. employees. Configure earnings, deductions, accumulations, and balances. Identify tax authorities each company wishes to withhold for. Manage worker tax data, payment elections, involuntary withholding orders, and payroll input. Calculate, review/audit, and complete payrolls and settlement runs. Configure and calculate payroll commitments. Workday Payroll includes connectors that facilitate integration to select Workday partners that provide capabilities, including: time and attendance, tax filing, check printing, and direct deposit.
Learning - LDP	Talent Management	Workday Learning supports an organization in training and developing its workforce. This includes the ability to manage, organize and deliver learning content using Media Cloud, and to leverage Workday HCM data to create

		targeted learning campaigns. A variety of learning content is supported - including but not limited to video, packaged third-party content, and user-generated content. Workday Learning also offers the ability to manage certifications and instructor-led course enrollments, and to gather feedback and analytics relating to the learning experience.
Cloud Connect for Learning - LDP	Talent Management	Cloud Connect for Learning extends Workday Learning by providing integrations to third party content providers. This includes the ability to search third party learning course information, access learning courses, and, if and when available, track and retain records. This SKU requires an active subscription to Workday Learning.
Recruiting - LDP	Talent Management	Workday Recruiting supports an organization in its talent acquisition process. It is designed to help hiring managers and recruiters identify, hire and onboard the right talent for their business. Workday Recruiting supports the hiring process, including pipeline management, requisition management, job posting distribution, interview management, offer management, as well as supports local data compliance and pre-employment activities. Workday Recruiting also offers hiring teams tools to proactively source, nurture and track internal and external prospective candidates throughout the recruiting process.
Advanced Compensation Management - LDP	Human Capital Management	Advanced Compensation Management supports the management of merit, stock and bonus processes; supports the use of steps; and the definition of compensation performance factors. It also enables the management of reimbursable allowance plans.
Talent Optimization - LDP	Talent Management	Talent Optimization includes talent and performance functionality (goals, development plans, employee performance reviews, talent and performance calibration, feedback, check-ins, succession, mentors and connections, competency management, talent pools, and talent matrix reports). Talent Optimization also includes features (if and when available) that enable organizations to optimize their workforce and workers to optimize their careers. It supports talent mobility by connecting an organization's workforce with internal opportunities matched to their skills, experience, and interests. It also guides workers and enables them to explore potential opportunities.
Grants Management - LDP	Financial Management	Workday Grants Management enables organizations to administer and report on awards from the federal government, foundations, or other funding institutions. Workday Grants Management includes functionality to track and manage sponsors, awards, grants, and grant hierarchies. It also includes capabilities to calculate facilities and administration costs, and to bill and report to sponsors.
Core Financials - LDP	Financial Management	Core Financials provides traditional financial management and accounting functionality, including financial management, accounting and reporting, financial consolidation, supplier accounts, customer accounts, business assets, cash management, budgets, contracts, billing, and revenue recognition. Core Financials includes

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		connectors that facilitate integration to select Workday partners that provide capabilities, including customer relationship management, electronic payments, and customer payments via credit card.
Financial Planning - LDP	Adaptive Planning	Financial Planning provides the ability for Customer to create financial planning models for the purpose of supporting the financial planning process. Workers may interact with the financial planning model for the purposes of data entry, forecasting, reporting, and analysis.
Prism Analytics Enterprise - LDP	Analytics and Reporting	Workday Prism Analytics is an analytics application that provides Workday customers the ability to blend and analyze Workday data and non-Workday data from multiple sources. Workday Prism Analytics includes a data repository for storage and management of data, data preparation tools for transformation and blending of data from various sources, and tools to explore and analyze the data.
Projects - LDP	Financial Management	Projects enables organizations to create and manage projects, initiatives, and other types of work. This includes the ability to build project plans and utilize project breakdown structures that include phases, tasks, and milestones as well as plan, staff, and track projects, capital projects, initiatives, and work efforts.
Expenses - LDP	Financial Management	Workday Expenses supports employee expense processing. Workday Expenses includes self-service and administrative functions to support employee expense reporting and reimbursement, including expense reports, global expense rules, approvals, reimbursement, credit card integration and spend analytics. Workday Expenses includes connectors that facilitate integration to partners that provide capabilities, including corporate card transactions and travel partners.
Procurement - LDP	Spend Management	Workday Procurement includes procure to pay functionality to address spend for goods and services. Manage suppliers, supplier contracts, requisitions, purchase and change orders, receipts, and goods and services sourcing. Maintain purchase items, catalogs, and a supplier portal. Create receipt accruals for approved, but not yet invoiced receipts. Workday Procurement includes connectors that facilitate integration to partners that provide capabilities, including: corporate card transactions, and support for 'punchout' to suppliers.
Contract Lifecycle Management - LDP	Contract Management and Document Intelligence	Contract Lifecycle Management enables customers to manage and track contracts from creation and ingestion through contract signature by providing templating, workflow management, authoring, redlining, and approval capabilities along with integrations to digital signing providers. Contract Lifecycle Management enables customers to extract data from created or ingested documents by providing a user interface, search capabilities, analytics, and custom AI models to assist with data extraction and analysis.

As of the Order Form Effective Date, the Contract Intelligence and Contract Lifecycle Management Service SKUs are offered only from U.S. data centers, until such time as the SKUs can be provided from EMEA data centers.

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TRAINING ADDENDUM

Customer Name	County of Williamson, TX
Training Terms	The Training Addendum is subject to the Training Terms located at [redacted] which are incorporated herein by reference.
Training Credit Order Term	18 Months from the Order Form Effective Date

SKU	Training Offering	Quantity
TC	Training Credits	188

Bulk Training Credit Rates.
The following rates apply to the bulk purchases made within the 12-month period following the Order Form Effective Date, with the discount level based on the cumulative number of Prepaid Training Credits Acquired as determined under the Section 3.b. of the Training Terms:

Prepaid Training Credits Acquired	Rate Per Training Credit
1-10	USD $ 800
11-25	USD $ 760
26-50	USD $ 735
51-75	USD $ 710
76-100	USD $ 685
101-249	USD $ 660
250+	USD $ 620

With respect to the Training Terms only, in the event of a conflict between the terms of the MSA, the main body of the Order Form, this Training Addendum, and the Training Terms, the order of precedence is this (i) Training Addendum, (ii) the main body of the Order Form, (iii) the Training Terms, and (iv) the MSA.

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ORDER FORM #00528704.0

Customer Name	County of Williamson, TX
Workday Entity	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
MSA Effective Date	See MSA executed herewith
Order Form Effective Date	The later of the parties' signatures on the Signature Document
Currency	USD
Total Subscription Fee	$0

Payment Schedule Table

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Form Effective Date	$0

Item Description	Price Per Rising Pass	Years	Quantity per Year	Total Fees	Total Fees (Discounted)
Pre-Paid Rising Passes	2026: $2,387	1	3	$7,161	$0
	Term: 2026				

THE VALIDITY OF THIS ORDER FORM IS CONDITIONED ON WORKDAY RECEIVING FROM CUSTOMER A SIGNED COPY OF ORDER FORM (#499060) BY NO LATER THAN 5PM PST on October 28th, 2025 ("Deadline"). Notwithstanding the foregoing, this Order Form shall be valid if Workday, in its sole discretion, accepts an Order Form received after the Deadline. Workday will notify the Customer in the event Workday does not accept the Order Form.

This Agreement is only valid and binding on the parties when executed by both parties and is subject to the Terms of Service for Workday Rising attached hereto, as may be updated by Workday in future years. The fees under this Agreement for Rising Passes are non-cancellable and non-refundable and may not be applied to any other Workday offering

Customer Contact Information

	Billing, In Care of
[redacted]	

This Order Form is only valid and binding when executed by both parties and is subject to the additional terms in the above-referenced MSA, the Underlying Order Form(s), or related renewal Order Form in effect, and any Addendums and Exhibits attached hereto. In the event of a conflict, the provisions of this Order Form take precedence over the MSA and its exhibits and attachments. Capitalized terms not defined herein shall have the same meaning as the Underlying Order Forms and MSA. All purchase order forms, tax exemption certificates and FST/VAT/business registration, supplier setup requests, and invoice inquiries shall be submitted to

[redacted]

Terms and Conditions for Workday Rising

Terms and Conditions for Workday EMEA Rising

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Commissioners Court - Regular Session **35.**

Meeting Date: 10/21/2025

Award of RFP #25RFP21 Enterprise Resource Planning (ERP) Software System Implementation to Avaap U.S.A. LLC (Avaap) for Auditors Office

Submitted For: Joy Simonton **Submitted By:** Brenda Fuller, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFP #25RFP21 Enterprise Resource Planning (ERP) Software System to Avaap U.S.A. LLC (Avaap) as the ERP system implementation vendor for $3,208,339.00 for implementation services, implementation travel costs not-to-exceed $110,158.00 and annual recurring Avaap maintenance up to $120,300.00 and authorize the execution of the agreement. Funding source is P710, 2025 CIP.

Background

Avaap U.S.A. LLC and Workday, Inc. submitted a joint response to RFP #25RFP21. Avaap's Workday deployment services are designed to support Williamson County's assessment, configuration, training plan, testing, and deployment of the Workday software solution, as a replacement for the system(s) currently used by Williamson County. Williamson County received seventeen (17) submissions to the solicitation, there were two-hundred twelve (212) document takers, and advertisement was facilitated through Euna (formally Bonfire) to over seven hundred fifty (750) vendors. Origination #1896. Point of Contact Julie Kiley, Williamson County Auditor. Form 1295 is attached for Avaap U.S.A.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Letter of Recommendation Avaap

Avaap MSA Final Redacted

Avaap SOW Final

SCORING SUMMARY

Form 1295 REDACTED

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/14/2025 03:33 PM
Form Started By: Brenda Fuller		Started On: 10/01/2025 03:13 PM
Final Approval Date: 10/14/2025		

Williamson County
Georgetown, Texas

JULIE M. KILEY
COUNTY AUDITOR

To: Purchasing

From: Julie M. Kiley, CPA, County Auditor

Subject: 25RFP21 Enterprise Resource Planning System

Re: RFP Evaluation

An RFP was advertised in Euna (Bonfire) for Enterprise Resource Planning System. In response to Solicitation 25RFP21 Enterprise Resource Planning (ERP) System the Purchasing Department received 17 proposals desiring to provide Enterprise Resource Planning System for Williamson County.

The Evaluation Committee, with Purchasing Department overview, reviewed the proposals.

After reviewing the proposals and considering the pricing Avaap U.S.A. LLC is the best overall selection for Enterprise Resource Planning (ERP) System Implementation for Williamson County.

The Williamson County Review Committee recommends that Avaap U.S.A. LLC be awarded the Enterprise Resource Planning (ERP) System Implementation for Williamson County. contract for Williamson County. - Solicitation 25RFP21.

Thank you.

Master Services Agreement

This **Master Services Agreement** (this "Agreement") is made and entered into as of **Tuesday, 21 October, 2025** ("Effective Date"), by and between Avaap U.S.A. LLC ("Avaap"), a Delaware limited liability company with its principal offices located at 1400 Goodale Blvd, Suite 100, Columbus, Ohio 43212, and **Williamson County, TX** ("Client"), a political subdivision of the State of Texas, acting herein by and through its governing body, with its principal offices located at 710 S. Main Street, Georgetown, TX 78626. This Agreement determines the rights and obligations of the Parties in relation to the Services (as defined below) provided to Client.

In consideration of the promises and mutual covenants and obligations hereinafter set forth, the Parties hereto agree as follows:

1. **Background and Definitions.** Subject to the terms of this Agreement, Avaap agrees to provide the Services to Client for the fees described in each applicable Statement of Work (as defined below). The following defined terms are in addition to the definitions contained in each applicable Statement of Work or Reseller-Customer Agreement:

   1.1. "**Parties"** shall mean, collectively, Avaap and Client.

   1.2. **"Party"** shall mean each of Avaap and Client, individually.

   1.3. **"Avaap Consultant"** shall mean an Avaap employee or other individual engaged by Avaap to perform the Services.

   1.4. **"Avaap Materials"** means all documentation, materials, methodologies, techniques, ideas, concepts, trade secrets and know-how embodied in the Service Deliverables or developed or supplied in connection with the Service Deliverables.

   1.5. **"Intellectual Property Rights"** means all copyrights, patent rights, confidentiality rights, trade secret rights, trademark rights, and any other form of intellectual property rights existing as of the Effective Date or created in the future.

   1.6. **"Resold Products"** means all software or software-as-a-service products that are published or licensed by an entity other than Avaap, but for which Avaap "resells" a license or access to the Client pursuant to a Reseller-Customer Agreement.

   1.7. **"Services"** meaning training, implementation, development, consulting, customization, staff augmentation, or any other consulting services provided by Avaap under this Agreement and detailed in a Statement of Work.

   1.8. **"Service Deliverable"** means specific work product to be delivered to Client and identified in a Statement of Work, including but not limited to: configuration, processes, workflow, security roles, integrations, and reports.

   1.9. **Statement of Work" or "SOW"** means a written document executed by the Parties from time to time enumerating and describing the Services to be provided by Avaap. Each such SOW will contain a description of the tasks to be performed by Avaap, duration, references to the appropriate specifications for any Service Deliverables, delivery schedule, project site, estimated

resources as needed, compensation terms and any other information deemed necessary by the Parties.

1.10. **"Taxes"** means any value-added, sales, use, excise, duties or other taxes, including interest and penalties, applicable to, or that are levied or assessed by a governmental authority because of, this Agreement, excluding: (a) taxes for which Client provides Avaap a valid tax exemption or resale certificate, (b) taxes based on Avaap's net income, property or employees.

2. **Services.** From time to time during the term of this Agreement, Client may request Services from Avaap, and Avaap, in its sole discretion, may agree to provide such Services in accordance with mutually agreed-upon SOWs. Once executed by Avaap and Client, each SOW shall be binding upon the parties hereto and subject to this Agreement. Each SOW shall specifically reference this Agreement and shall specify the details of the particular Services to be performed under the SOW. All rights and obligations of Avaap and Client hereunder shall be deemed to apply to each SOW as if fully set forth therein.

2.1. In the event of any conflict between the terms of this Agreement and the terms of any SOW, the terms of this Agreement shall control. Notwithstanding the immediately preceding sentence, in the event that a SOW expressly provides that certain provisions therein shall control over specified provisions of this Agreement, then, to the extent that such provisions of the SOW conflict with the specified provisions of this Agreement, such provisions of the SOW shall control, except that no term in or attached to a SOW shall modify clauses 18, 32, and 33 of this Agreement.

2.2. Notwithstanding any other provision of this Agreement or any SOWs, all performance dates contained in each SOW shall be regarded only as estimates. Nonetheless, Avaap agrees to use diligent efforts to meet such dates and shall notify Client promptly if it encounters significant delays in completing the Services.

2.3. In connection with the Services, Avaap may discuss ideas or concepts with Client orally or show Client drafts of Service Deliverables for information purposes only; any such oral advice and draft Service Deliverables are not intended to be relied upon until such time as these are finalized and confirmed in writing. Such confirmed advice or final Service Deliverables shall supersede any previous drafts or oral advice.

2.4. Avaap shall select the Avaap Consultants to provide Services as documented in a SOW for its provision of Services. If Client notifies Avaap that it is dissatisfied with the services of any person supplied by Avaap, Client shall provide Avaap with a written description of such unsatisfactory services, and Avaap shall try in good faith to promptly resolve any concerns. If Client continues to be dissatisfied with such person due to issues related to performance, workplace conduct, or behavior, Avaap will remove that person from the situation and will assign another qualified person to Client's work as soon as possible. Avaap agrees to use commercially reasonable efforts to maintain consistency of project personnel (subject to personnel employment status, promotion, leave of absence) and commits that replacement staffing resources will have sufficient project knowledge, qualifications and experience, without additional cost to Client, in order to render services in accordance with this Agreement. In such a case, Avaap will provide a replacement within a commercially reasonable time.

3. **Project Sponsorship:** Client will assign a project sponsor for each SOW.

4. **Change Control Procedures; Change Orders.** Either Client or Avaap may request changes to the Services, Service Deliverables, and/or any other aspect of a SOW through a written change request ("Project Change Request"). Promptly thereafter Client and Avaap shall discuss what impact the Project Change Request will have on the Services and Service Deliverables and on pricing, timing, quality, and other terms of the applicable SOW. Any changes to a SOW agreed upon by the parties, as a result of the foregoing process, shall be set forth in a change order signed by the Parties ("Change Order"). Once a Change Order is signed, it shall amend, and become part of, the applicable SOW. Neither Client nor Avaap is obligated to change the Services, Service Deliverables, or any other aspect of a SOW unless a Change Order for such change has been signed by the Parties and Avaap shall not be required to suspend its performance of the Services while the negotiation of a Change Order is ongoing. If any of the following events occur while Avaap is engaged to provide the Services (each a "Change Order Event"), Avaap shall be entitled to a Change Order to the applicable SOW to eliminate such adverse impact (the following list is not all-inclusive):

   (i) The scope, approach, or timing of the Services change;

   (ii) Delays are encountered that are beyond the reasonable control of Avaap, including delays caused by third party software and hardware vendors or their related products and/or services;

   (iii) An assumption set forth in the applicable SOW is invalid; or

   (iv) Client fails to meet its obligations outlined in this Agreement or the applicable SOW.

Avaap shall notify Client within five (5) business days after becoming aware of a Change Order Event. Notwithstanding anything to the contrary in the applicable SOW, if Client and Avaap do not sign a Change Order within sixty (60) days of Client's receipt of such notice, Avaap may suspend or terminate the Services upon written notice to Client. Change Orders will only be binding when signed by authorized representatives of each of Client and Avaap.

5. **Client Approval. To the extent Client is required by the SOW to approve specific Service Deliverables, milestones, and/or work product,** Client shall confirm each applicable item conforms in all material respects with the applicable specifications set forth in the SOW or as otherwise agreed by Client and Avaap in writing. Within seven business (7) days from its receipt of an item requiring approval, or as otherwise agreed between the Parties, Client shall provide Avaap with (i) written approval or (ii) a written statement that identifies in reasonable detail, with references to the applicable specifications, all of the deficiencies preventing approval (the "Deficiencies").

   5.1. Avaap shall have thirty (30) calendar days from the date it receives the notice of Deficiencies to initiate corrective actions in order for the applicable Service Deliverable, milestone, or work product to conform in all material respects to the applicable specifications. Client shall complete its review of the corrected Service Deliverable, milestone, or work product and notify Avaap in writing of acceptance or rejection in accordance with the foregoing provisions of this Section.

   5.2. Notwithstanding the foregoing provisions of this Section, approval of a Service Deliverable, milestone, or work product shall be deemed given by Client if Client has not delivered to Avaap a notice of Deficiencies prior to the expiration of any period for Client review thereof as set forth in this Section or worked with Avaap to define a mutually agreed upon alternate timeframe for approval, or if Client uses the Service Deliverable, milestone or work product in production.

5.3. To the extent that any Service Deliverable, milestone, or work product has been approved by Client at any stage of Avaap's performance under an SOW, Avaap shall be entitled to rely on such approval for purposes of all subsequent stages of Avaap's performance under such SOW. Client agrees that, in the event an approved Service Deliverable, milestone, or work product differs from the applicable specifications, the specifications shall be deemed modified to conform to such approved Service Deliverable, milestone, or work product.

6. **Fees.** Client shall compensate Avaap for the Services in accordance with the fees set forth in each SOW (the "Services Fees") and for license or access fees for Resold Products as set forth in the applicable Reseller-Customer Agreement ("Resell Fees"), plus applicable Taxes. Except to the extent otherwise agreed in an applicable SOW, all Services will be on a time and materials basis at the rates set forth in the applicable SOW. Avaap shall be permitted to increase hourly rates on an annual basis and/or in response to market forces. Rate increases shall be documented, outlining the need for such increase, and approved by Client.

7. **Expenses.** Client will reimburse Avaap for all reasonable out-of-pocket expenses incurred in performing the Services. In addition, Client will reimburse Avaap for all reasonable travel expenses incurred when rendering Services at a Client facility or offsite location requested by Client as defined in the SOW. Client 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. Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the Aaap's invoice and clearly set forth the actual cost of the expenses, without markup.

8. **Payment of Invoices**. Invoices will be sent to Client monthly. Client agrees to pay all undisputed invoices by ACH within thirty (30) days of date of the invoice. All payments, including late fees, shall be governed by Chapter 2251 of the Texas Government Code.

8.1. Client agrees to immediately bring to Avaap's attention any discrepancy in the invoice upon receipt.

8.2. Invoice discrepancies will not be accepted and will be deemed waived after thirty (30) days from Client's receipt.

8.3. Avaap is not responsible for any fees associated with the processing or remittance of submitted invoices by third parties on Client's behalf, and Client shall reimburse Avaap for any fees assessed against Avaap.

8.4. In the event that payment is more than thirty (30) days past due, Avaap may provide Client with notice of intent to suspend the Services. If Client does not remit full payment within ten business (10) days of such notice, Avaap reserves the right to suspend the Services until Client makes payment in full, without incurring any obligation or liability to Client by reason of such suspension. In the event that Client fails to pay an invoice that includes Resell Fees, Client may also have its license or access to the Resold Product suspended or terminated.

8.5. Avaap acknowledges that Client is a governmental entity and, as such, that Client is funded by annual appropriations through governing bodies. Avaap agrees that a non-appropriation of funds by Client shall relieve Client of payment requirements under this section. Client will provide at least thirty (30) days prior notice and sufficient evidence of such non-appropriation of funds.

9. **Rescheduled Services.** Scheduled Services in a SOW are non-cancelable, although Client may reschedule scheduled Services upon providing at least thirty (30) business days advance written notice to Avaap; provided, however, that Client shall remain responsible for any additional costs or expenses incurred by Avaap as the result of such re-scheduling that cannot be reasonably avoided. Any other re-scheduling requests initiated by Client will be at Avaap's sole discretion and may result in additional costs. Client is not responsible for costs resulting from Avaap's request to reschedule project activities for Avaap's convenience.

10. **Intellectual Property Rights.** Upon full payment from Client, Avaap grants Client a perpetual, non-exclusive, limited license to use the Service Deliverables subject to the applicable SOW only for the internal business of Client for the purposes indicated in the SOW. Avaap retains exclusive ownership of all Intellectual Property Rights for the Services, Service Deliverables and any modifications of the Service Deliverables, including, without limitation, any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client, and Client shall not acquire any rights, express or implied, other than the limited license indicated above. Without limiting the foregoing, if the Services include Avaap Materials, including, without limitation, education and training materials, Avaap retains exclusive ownership of all Intellectual Property Rights to the Avaap Materials and courseware (software, documentation and materials) provided to Client and such materials are licensed and not assigned to Client on the same terms as the Service Deliverables. Training sessions may not be recorded without Avaap's prior written consent. Any intellectual property rights related to any Resold Product are determined by the Reseller-Customer Agreement and any license agreement applicable to said product.

11. **Client Responsibilities.** In addition to Client's responsibilities set forth herein or in an SOW, Client shall cooperate with Avaap in the performance of the Services. Client acknowledges that Avaap's performance of the Services is dependent upon Client's timely and effective satisfaction of such responsibilities. If Client is unable to meet any of these responsibilities, an escalation process will be initiated to determine the impact associated with not meeting the requirements and, if necessary, a Project Change Request may be initiated in accordance with Section 4.

    11.1. **Workspace.** If necessary, Client will provide reasonable access, suitable office space, supplies, high speed connectivity to the Internet, and other facilities needed by Avaap Consultants while working at Client's location. The Avaap project team will be located in an area adjacent to Client's project personnel, and all necessary security badges and clearance will be provided for access to this area, provided that prior to accessing Client's premises, Avaap Personnel shall submit to any background checks, at no cost to Avaap, required by Client and shall comply with all Client policies and procedures applicable to Client's premises and provided to Avaap Personnel.

    11.2. **Technology.** Some tasks may be performed offsite by Avaap Consultants. To support the work effort as defined in the SOW, Client will provide Avaap Consultants remote access to Client's network and systems, as necessary, and access to all applicable project tools (e.g., Shared Network Drives, SharePoint, Email, team calendar). Before connecting to Client's network through the use of any hardware or through a Virtual Private Network, Avaap must first obtain the express written consent of Client's Chief Information Officer. Client has and will retain sole control over the operation, maintenance, technical support, and management of, and all access to and use of Client's information technology infrastructure, including computers, software, databases, operating systems, electronic systems (including database management systems), and networks, whether operated directly by Client or through the use of a third party (collectively, "**Client Systems**") and secure, back-up and maintain all Client data and files. Client has and will retain

sole responsibility for: (i) all Client Systems; and (ii) the security and use of Client's and its authorized users' access credentials. All Client workstations shall meet or exceed the software vendor's requirements regarding operating system, browser, and any and all other programs required for the software to function properly. Client will be responsible for any end user PC hardware or software upgrades required to meet the documented minimum PC standards.

12. **Confidential Information.** During the term of this Agreement, each party may disclose ("Discloser") to the other ("Recipient") its and its affiliates' confidential and proprietary information ("Confidential Information"), meaning information which, under the circumstances and due to the nature of the information, would appear to a reasonable person to be confidential and proprietary, including, without limitation, a party's services, products, strategies, designs, finances, forecasts, plans, processes, systems, , intellectual property, techniques, and technical data. Confidential Information includes information regardless of form (oral, written, electronic or otherwise). All confidential information, written, electronic or otherwise, shall be clearly identified and marked "confidential." Failure to clearly identify and mark information as confidential as set forth under this provision may result in unmarked information being deemed non-confidential and available to the public. Each Discloser represents and warrants that it has the right to disclose the Confidential Information disclosed to Recipient and that such disclosure does not violate any laws, regulations or the rights of third parties. Discloser shall remain the sole and exclusive owner of its Confidential Information and nothing herein shall grant Recipient any rights in or to Discloser's Confidential Information except as necessary to perform, utilize or evaluate the Services as contemplated by this Agreement and the applicable SOW.

12.1. Recipient shall (i) protect Discloser's Confidential Information from any use or disclosure, except as expressly authorized herein, using a standard of care at least equal to that which it uses to safeguard its own confidential information and in no event less than a reasonable standard of care, (ii) use Discloser's Confidential Information only to the extent necessary to perform its duties and obligations under this Agreement and (iii) disclose Confidential Information only to those of Recipient's (and its affiliates') officers, directors, employees and agents ("Representatives") who "need to know" in order to perform their duties and obligations under this Agreement, provided each is bound by written agreement and/or employment policy to maintain confidentiality of Discloser's Confidential Information. Recipient shall notify promptly Discloser of any loss or unauthorized use or disclosure of Discloser's Confidential Information. Each party is liable for breach of this provision by its Representatives.

12.2. Non-Confidential Information. The confidentiality obligations of the Parties shall not extend to information that: (i) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than Recipient; (ii) is rightfully known to Recipient as of the time of its disclosure; (iii) is independently developed by Recipient without reference to Discloser's Confidential Information; (iv) is subsequently learned from a third party not under a confidentiality obligation to Discloser, or (v) is required to be disclosed pursuant to a duly authorized subpoena, court order, or government authority, whereupon Recipient shall, unless prohibited by law, provide prompt written notice to Discloser prior to such disclosure, so that such party may seek a protective order or other appropriate remedy. In the event that a protective order or other appropriate remedy is not obtained, Recipient agrees to limit any disclosure to only that portion of the Confidential Information which is legally required.

12.3. Avaap acknowledges that Client may be compelled to disclose certain Avaap Confidential information pursuant to the Texas Public Information Act, as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. A disclosure by Client of Avaap's

Confidential Information, to the extent required by law, will not be considered a breach of this Agreement.

13. **Service Warranty and Remedies.** Avaap warrants that it shall perform the Services in a professional and workmanlike manner with reasonable skill and care. Avaap warrants that at the time of Services delivery and for (sixty (60) days thereafter (the "Warranty Period"), the corresponding Service Deliverables shall materially conform to the applicable specifications set forth in the applicable SOW (the "Services Warranty"). The foregoing warranty shall not apply to the extent any Service Deliverables are modified by anyone other than Avaap after delivery.

Avaap's Personnel Commitment and Obligations. Avaap shall perform its obligations as set forth in the applicable Statement of Work. In addition, Avaap shall:

i. designate and provide for each Statement of Work one, unless otherwise so stated as more than one, Avaap point of contact who shall be responsible for answering and resolving Client's questions and issues relating to the project(s) described therein; and

ii. provide sufficient, qualified, knowledgeable personnel capable of performing Avaap's obligations as set forth in the applicable Statement of Work.

Avaap shall require each of its agents, officers, and employees to abide by any Client's policies that are communicated or provided in writing to Avaap, including those prohibiting sexual harassment, pandemic response, security, firearms, and smoking, as well as all other reasonable work rules, safety rules, or policies regulating the conduct of persons on Client property at all times while performing duties pursuant to the Agreement. Avaap and its agents, officers, and employees performing services on Client premises and otherwise using Client software, hardware, or equipment, shall comply with all Client security and information technology policies and practices that are communicated or provided in writing to Avaap,. Avaap agrees and understands that a violation of any of these policies or rules will constitute a breach of the Agreement and will be sufficient grounds for termination of the Agreement by the Client.

Avaap may offer, install, implement or configure and integrate third-party products, including Resold Products, (meaning items such as, but not limited to, hardware, software and subscription services) as part of the Services. Title to any third-party software or subscription services technology, including Resold Products, will remain with the third party, and Client's rights in such software or subscription services are specified in the license agreement, subscription agreement or other contractual relationship between such third party and Client or as defined by the Reseller-Customer Agreement. Client acknowledges that Avaap is not the manufacturer, licensor or owner of the third-party products, including Resold Products, and that the only warranties offered are those of the third party, not Avaap. In purchasing, licensing or subscribing to third-party products, including Resold Products, Client relies on the third party's specifications and warranties only and not on any statements, images or other information that may be provided by Avaap, and Avaap shall have no liability whatsoever for third-party products or Resold Products, including, without limitation, any defects or non-conformity of such products. Client further agrees to review and comply with the third party's terms and restrictions regarding the use of its products, including, without limitation, any restrictions on exporting the third-party products outside of the United States.

The specifications for Service Deliverables shall be described in each SOW. In the event that Client notifies Avaap in writing of a breach of the Services Warranty within the Warranty Period, Avaap will perform a commercially reasonable re-work of the Service Deliverable not meeting specifications at no

additional charge within the Cure Period (as defined herein). "Cure Period" means a period of thirty (30) days from the date Avaap receives the notice from Client. In the event that Avaap is unable to reasonably remedy the breach within the Cure Period, Avaap shall refund to Client the amounts paid by Client for the applicable Service Deliverables which fail to conform to the Services Warranty. The remedies set forth herein are the sole remedies available to Client, except where the breach of warranty constitutes a material breach of this Agreement, then Client may elect to terminate this Agreement in accordance with the Section 19 (Term and Termination).

EXCEPT FOR THE LIMITED WARRANTY PROVIDED ABOVE WITH RESPECT TO THE SERVICES AND SERVICE DELIVERABLES, AVAAP MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES, SERVICE DELIVERABLES, RESOLD PRODUCTS OR THIRD-PARTY PRODUCTS AND EXPRESSLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

14. INDEMNIFICATION; LIMITATION OF LIABILITY

14.1. Avaap shall defend, indemnify, hold harmless Client from and against all third-party claims, demands, liabilities, costs and/or expenses, including reasonable attorneys' fees, based on a claim that the Service Deliverables, as provided by Avaap, directly infringe any valid U.S. patent, copyright, trademark, or trade secret of a third party.

The foregoing indemnification obligation is conditioned on Client (i) notifying Avaap promptly in writing of such action, (ii) reasonably cooperating and assisting in such defense, and (iii) giving sole control of the defense and any related settlement negotiations to Avaap with the understanding that Avaap may not settle any claim in a manner that admits guilt or otherwise prejudices Client, without consent, which consent shall not be unreasonably withheld, conditioned, or delayed. If a claim against Client is brought or, in Client's sole opinion, is likely to be brought, Avaap may, at its option and expense, (A) obtain the right for Client to continue using the Service Deliverable; (B) replace or modify the affected Service Deliverables so that they become non-infringing; or (C), upon notice to Client, terminate the applicable SOW or Client's use of the affected Service Deliverable and provide Client with a refund for the affected Service Deliverable.

The foregoing indemnification obligation does not apply to third-party products, including Resold Products, or with respect to portions or components of the Service Deliverables: (i) that are modified after delivery by Avaap by a party not authorized by Avaap; (ii) that are combined with other products, processes or materials not provided by Avaap where the alleged infringement arises out of such combination; (iii) that are used or distributed by Client outside of their intended purpose; (iv) to the extent that any such infringement claim is attributable to specifications furnished by Client; or (v) where Client continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement.

This Section 14.1 states Avaap's sole liability to Client and Client's exclusive remedy against Avaap for any infringement claim.

14.2. OTHER THAN FOR INDEMNIFICATION BY AVAAP FOR INFRINGEMENT AS PROVIDED ABOVE, OR FOR BODILY INJURY OR DIRECT DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY TO THE EXTENT CAUSED BY AVAAP'S GROSS NEGLIGENCE, WILLFUL OR RECKLESS MISCONDUCT, AND/OR FRAUD, AVAAP'S AND ITS

SUBCONTRACTORS' AGGREGATE AND CUMULATIVE LIABILITY FOR DAMAGES TO CLIENT HEREUNDER, WHETHER IN CONTRACT OR TORT, SHALL BE LIMITED TO ACTUAL DIRECT MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE VALUE OF THE APPLICABLE SOW FOR THE SERVICES OR THE RESELL FEES IN THE APPLICACLE RESELLER-CUSTOMER AGREEMENT UP TO THE TOTAL AMOUNT OF INSURANCE COVERAGE AVAILABLE TO SATISFY SUCH CLAIM UNDER AVAAP'S APPLICABLE INSURANCE POLICIES. THE PARTIES SHALL EACH USE REASONABLE EFFORTS TO MITIGATE THEIR DAMAGES. THESE LIMITATIONS ARE REASONABLE AND REPRESENT THE AGREED ALLOCATION OF RISK BY THE PARTIES. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT INCREASE THIS LIMITATION.

UNDER NO CIRCUMSTANCES SHALL AVAAP BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE OF DATA, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS.

15. **Insurance.** Avaap shall maintain, at all times during the term of this Agreement, the following insurance coverage:

    15.1. Workers Compensation as required by law;

    15.2. Commercial General Liability Insurance: $1,000,000 per occurrence, $2,000,000 aggregate;

    15.3. Automobile Liability: $1,000,000 combined single limit;

    15.4. Umbrella Liability: $10,000,000 per occurrence, $10,000,000 aggregate;

    15.5. Technology E&0: $10,000,000 aggregate; and

    15.6. Cyber Liability: $5,000,000 aggregate.

    Failure to maintain the insurance requirements during the life of the Agreement is a Material Breach and may result in termination of the Agreement. At Agreement execution, Avaap shall furnish to Client properly executed certificates of insurance, which shall evidence all insurance required. The certificates of insurance shall be provided to the Risk Management Department (coi.submission@wilcotx.gov) .

    "Williamson County" and its directors, officers and employees shall be named as additional insureds under the required policies. Such policies shall also include waivers of subrogation in favor of the Client.

16. **Non-Solicitation.** Client understands that Avaap Consultants are valuable and unique assets of Avaap. Unless otherwise mutually agreed to by the Parties in writing, Client shall not, directly hire, or solicit, any Avaap Consultant during the term of this Agreement, and for a period of twelve (12) consecutive months thereafter; provided, however, that such provision shall not be deemed to restrict Client from hiring any Avaap Consultant responding to a broad solicitation directed to the general public.

17. **Force Majeure.** Neither Party shall be in default of its obligations under this Agreement or liable to the other party for any noncompliance arising from causes beyond the reasonable control of the party, including, without limitation, acts of God, fires, floods, natural disasters, actions by governmental

authorities, communication failures and any other equipment or telecommunication problems. Each party shall use reasonable efforts to resolve promptly any type of excusable delay.

18. **Governing Law and Dispute Resolution; Limitation of Action.** This Agreement and the rights of the Parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Texas, without reference to choice of law principles. Subject to the dispute resolution contained in this Agreement, any action related to or arising out of this Agreement shall be brought in a court of competent jurisdiction situated in Williamson County, Texas, and each Party submits to personal jurisdiction in and waives any objection to venue in Williamson County, Texas. In the event of any such proceeding, the prevailing party shall be entitled to recover from the non-prevailing party (in addition to other relief to which it may be entitled) its reasonable attorneys' fees and costs incurred through final resolution. No action, regardless of form, arising under or relating to this Agreement, any SOW, any Reseller-Customer Agreement, or the Services provided by Avaap may be brought by Client more than one (1) year after the cause of action has accrued.

19. **Term and Termination.** This Agreement shall commence on the Effective Date and shall continue in full force and effect thereafter unless and until all Services are completed, expired or otherwise terminated, unless extended pursuant to a written agreement between the Parties.

19.1 Termination upon Material Breach. In the event of any material breach of this Agreement by either Party, the other Party may terminate this Agreement by giving thirty (30) days prior written notice thereof, provided however, that this Agreement shall not terminate at the end of said thirty (30) days' notice period if the Party in breach has cured the breach within such period. Failure of Client to fully pay any invoiced amount within sixty (60) days after the date of the invoice shall be deemed a breach of this Agreement and subject to right to cure.

19.2 Termination for Convenience. Either Party may terminate this Agreement upon providing written notice to the other party with 60 days advance written notice. Client will pay for all Services delivered, including approved expenses, within the notice period. Notwithstanding any provision to the contrary, if Client, in its reasonable discretion, determines that any Services requiring a monthly payment structure are unsatisfactory, Client may terminate the Services upon written notice to Avaap as provided above. In the event of termination of any Services requiring a monthly payment structure, the Client shall have no further obligation to pay any remaining monthly fees beyond the notice period. Client shall only be responsible for all monthly fees accrued and payable up to the date of termination and all authorized time and materials work performed and accepted by the Client prior to termination. Any termination that involves a Resold Product shall be subject to the terms of the Reseller-Customer Agreement, which shall control.

19.3 Automatically for Insolvency. This Agreement and all outstanding Statements of Work shall automatically terminate if either Party becomes insolvent, files a bankruptcy petition, becomes the subject of an involuntary bankruptcy petition, makes a general assignment for the benefit of creditors, has a receiver appointed for its assets, or ceases to conduct business.

19.4 Termination for Non-Appropriation. Client shall have the right to terminate this Agreement and all outstanding Statements of Work at the end of the Client's fiscal year if the governing body of the Client does not appropriate sufficient funds as determined by the Client's budget for the fiscal year in question. Client may affect such termination by giving Avaap written notice of termination at the end of its then-current fiscal year. Such termination for non-appropriation shall be without penalty or further

obligation to the Client. . Client shall give Avaap written notice thirty (30) days prior to effective date of such termination for non-appropriation.

20. **Issue Resolution:.** Any issue that has an adverse impact on the quality and timeliness of work or the performance of either party shall be resolved using procedures described in this Section. As soon as an issue is recognized, it shall be communicated to the Client project sponsor and Avaap project account executive. The issue notification shall, at a minimum, contain the following information, if applicable:

    20.1. Description of the issue

    20.2. Its impact on scope, quality, and performance

    20.3. Its impact on the SOW

    20.4. Its impact on any Service Deliverables

    20.5. Suggested resolutions

    20.6. Time frame for issue resolution

    20.7. Once an issue has been raised, Client project sponsor and Avaap project account executive shall use their good faith efforts to resolve such issue within two weeks. If Client project sponsor and Avaap project account executive are not able to resolve the issue, the next responsible person in the hierarchy of the two organizations shall be involved in order to resolve the issue.

21. **Arbitration; Waiver of Jury Trial.** If despite the Parties' good faith efforts, an issue is not resolved through the Issue Resolution procedure provided in this Agreement within thirty (30) days from the date the issue was raised, such issue and any other claim, dispute or controversy arising out of this Agreement shall be determined by arbitration in Williamson County, Texas. Any arbitration of any dispute shall be subject to the Commercial Arbitration Rules (the "Rules") of the American Arbitration Association. The arbitration award shall be in writing and state the reasons thereof and shall be final and binding and enforceable by the prevailing party. To encourage the Parties to resolve disputes without resorting to arbitration, the prevailing party in any arbitration shall be awarded reasonable attorney fees. The obligation to arbitrate disputes hereunder shall not prevent either Party from seeking preliminary or other temporary relief reasonably necessary to protect its rights in advance of or during any arbitration proceedings.

    EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

22. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties hereto and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

23. **Use of Name.** Avaap may not identify Client in Avaap's published list of customers and in its marketing materials, without the Client's prior written approval. If requested by Client, Avaap will follow guidelines prescribed by Client in using Client's name, trademarks, or logos, as applicable.

24. **Severability.** In the event, any one or more of the provisions of this Agreement (or of any SOW or Reseller-Customer Agreement) is held invalid or otherwise unenforceable, it shall be replaced by an enforceable provision which most closely reflects the Parties' original intent and the enforceability of all the remaining provisions shall be unimpaired and remain in full force and effect.

25. **Survival.** In the event of termination or expiration of this Agreement, those provisions which by their nature or effect are required or intended to be observed, kept or performed after termination including, without limitation, provisions related to payment, indemnification, and confidentiality will survive termination and remain binding upon the Parties.

26. **Notices.** All notices required under this Agreement must be in writing and delivered via hand delivery, overnight commercial delivery service, or United States certified mail (return receipt requested). Notices shall be effective upon receipt and shall be sent to the attention of Avaap's Chief Executive Officer at the address below or on the applicable SOW (unless a different address has been designated by notice to the other Party in writing).

If to Avaap at:

Avaap U.S.A. LLC
1400 Goodale Blvd.
Suite 100
Columbus, OH 43212

With a copy to:

Avaap U.S.A. LLC
[redacted]

If to Client at:

Williamson County
Attn: County Judge
710 Main Street, Ste. 101
Georgetown, TX 78626

27. **Relationship of the Parties.** The relationship of the Parties is that of an independent contractor. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

28. **Non-Exclusive Agreement.** Nothing in this Agreement shall be construed to limit or restrict Avaap from entering into similar arrangements or providing similar services to third parties.

29. **Assignment.** This Agreement may not be assigned, transferred or delegated by either Party except with the other Party's prior written consent; provided, however, that the foregoing shall not apply to an assignment by Avaap to a subsidiary, parent, or any successor entity in the event that such Avaap shall change its corporate name, merge, or consolidate with another company or such third party acquires substantially all of Avaap's business or assets, so long as the all Parties agrees to be bound in writing to all the terms of this Agreement. Further, nothing contained herein shall preclude Avaap from using subcontractors to perform the Services hereunder. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns.

30. **Section Headings.** The Section headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation hereof.

31. **Entire Agreement; Amendment and Modification; Waiver; Counterparts; Electronic Signatures.** This Agreement together with the pertinent SOW(s) or Reseller-Customer Agreement, constitutes the entire agreement with respect to the subject matter hereof and supersedes all other oral or written representations, understandings, or agreements relating to the subject matter hereof.. In making its determination to proceed with an engagement under this Agreement, neither Party has relied on any representations of the other party except as expressly set forth in this Agreement or the pertinent SOW(s) or Reseller-Customer Agreement. Any amendment or modification of this Agreement shall be effective only if it is in writing and signed by both Parties. No waiver by either Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Waiver by either Party of any breach of any provision of this Agreement shall not be deemed a continuing waiver and shall not affect any subsequent breach of the same or different provisions of this Agreement. No failure or delay in enforcing this Agreement shall constitute a waiver of either Party's right to enforce this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one instrument.

32. **County's Right to Audit.** Avaap agrees that Client or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Avaap 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. Avaap agrees that Client shall have access during normal working hours to all necessary Avaap facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Client shall give Avaap reasonable advance notice of intended audits.

33. **Governmental Liability**: The Parties expressly agree that nothing in this Agreement adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practices and Remedies Code, or other laws. The Parties expressly agree that, in the execution of this Agreement, the Client shall not be deemed to have waived any immunity or defense that would be otherwise available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

This Agreement may be executed and delivered via facsimile or electronic scan (PDF). The Parties understand and agree that they have the right to execute this Agreement through paper or through electronic signature technology. The Parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature.

IN WITNESS WHEREOF, Avaap and Client have caused this Master Services Agreement to be executed and delivered by their respective duly authorized representatives as of the Effective Date.

Avaap U.S.A. LLC		**Williamson County:**	
By:	Steve A Csuka	By:	
Name:	Steve Csuka	Name:	
Title:	CEO	Title:	
Date	10/10/2025	Date	

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Statement of Work-001

Workday Implementation Services for Williamson County

October 10, 2025

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Statement of Work

This Statement of Work ("SOW") is subject to all terms and conditions of the Master Services Agreement ("MSA") between Avaap U.S.A., LLC ("Avaap") and Williamson County, Texas ("Client") (defined in table below) (collectively the "Parties"). All terms of the MSA are incorporated herein by this reference. Terms not defined in this SOW are defined in the MSA and form an integral part of the same. In the event of a conflict between the terms of the MSA and the terms of this SOW, the terms of the MSA shall control unless specific terms of this SOW are expressly intended to modify specific inconsistent terms of the MSA, in which case, such modifications shall be valid only for this particular SOW.

Client	Williamson County, Texas
MSA Date	
SOW #	001
Project Name	Workday Implementation Services for Enterprise Resource Planning

1.0 Responsible Parties

For this project effort, the following individuals will be responsible for all communication and work products, and accountable to their respective organizations in meeting the terms of this SOW.

Avaap Executive Sponsor	Client Project Sponsor
Name: Austin Bradshaw	Julie Kiley
Phone: 512-750-5288	512-943-1552
E-mail: austin.bradshaw@avaap.com	julie.kiley@wilcotx.gov

2.0 Description of Services

Avaap's Workday deployment services (the "Services") are designed to support Client's assessment, configuration, training plan, testing, and deployment of Client-provided Workday software solution, as a replacement for the system(s) currently used by Client. Configurations are limited to the capabilities available within the standard Workday solution.

Further scoping discussions and understanding of business needs may alter the proposed approach and be reflected in a detailed project plan mutually agreed upon in writing with Client or as an amendment to this SOW. Deviations from project scope, as set forth within this SOW, must be agreed upon by both Parties in writing and follow the Change Control Procedure.

The scope of work set out below describes the organization, functionality, data conversion, integrations, reports, change management, training, and project management that will be a part of the project.

3.0 Implementation Scope

Workday will be configured in accordance with Workday software subscription procured by Client and the information provided below:

Client Environment	Scope
Employee Population	2,350 FTE's (For reference only)
Language	All communication, documentation, data, and deliverables will be delivered in English. Translations are not in-scope.
Currency	US currency
Countries	USA
Security	Single sign-on

The following Functional Areas are included in-scope and will be configured in accordance with Functional Scope outlined in Appendix A, Detailed Functional Scope. Items not listed below are assumed to be out of scope.

Phase 1 – Workday Modules	
Finance	**Human Resources / Payroll**

• Core Financial Management
  ○ Financial Accounting
  ○ Banking & Settlements/Cash Management
  ○ Budgets
  ○ Supplier & Supplier Accounts (AP)
  ○ Customer Accounts (AR)
  ○ Business Assets
• Workday Financial Planning
• Workday Projects
• Workday Procurement
• Grants
• Expenses
• Contract Life Cycle Management
	• Human Capital Management (HCM)
	  ○ Organization Management
	  ○ Benefits
	  ○ Cloud Connect for Benefits
	• Payroll
	• Advanced Compensation
	• Recruiting
	• Talent Optimization
	• Learning
	  ○ Cloud Connect for Learning
	• Help

Cross Platform	
Prism Analytics Enterprise Custom Reports	

4.0 Schedule

This SOW is based on the use of Avaap's implementation methodology, as outlined in Appendix B. Unless mutually agreed, services under this SOW will commence within ten (10) business days of the Effective Date or according to the Schedule outlined below, whichever comes later and continue until the Project is complete. The following timeline provides specific dates for each activity outlined in Appendix B. Although these dates are specific, the timing of each activity may vary. Inability to meet the phased dates and complete the tasks may have an impact on the project timeline and could result in a project change order.

Phase 1 – Finance / HCM / Payroll

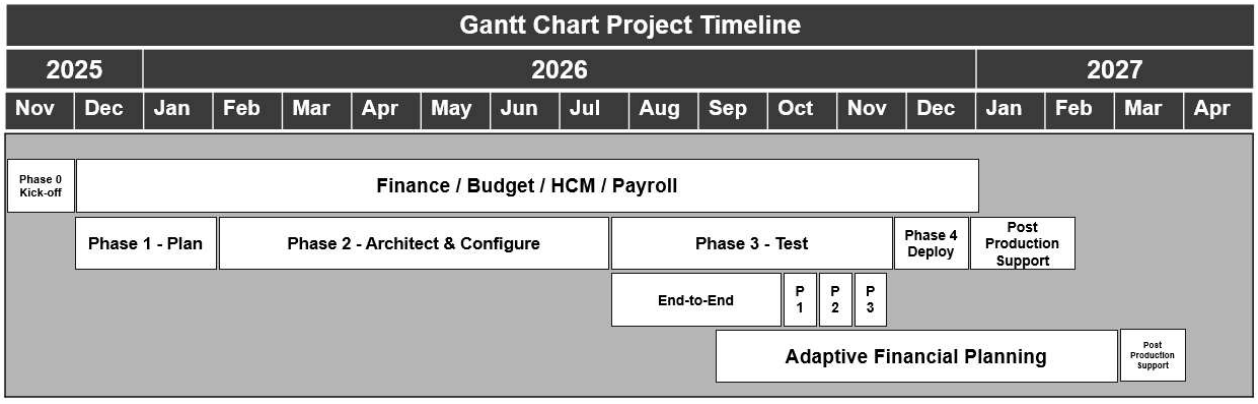
Project Kickoff: Nov 1, 2025

- Phase 0 Pre-Planning

Full Project Team Start: Dec 1, 2025

- Plan Stage
- Architect & Configure Stage
- Testing Stage
- Deployment Stage

Go-Live: Jan 1, 2027



**Please note that the exact Go Live cutover date will be determined by Client's 2026 and 2027 payroll schedules.*

**Implementation of Financial Planning requires 24 weeks to deploy. This work follows a separate timeline from the Workday Platform timeline, however, there are dependencies that must be completed during the Platform project for the implementation of Financial Planning (Adaptive) to start on-time including general ledger mapping and general ledger conversions. Due to these dependencies, it is recommended that the Financial Planning (Adaptive) project start doesn't take place until after the completion of End-to-End Testing. Therefore, the start date for Financial Planning (Adaptive) will be confirmed once the Detailed Project Plan is finalized.*

5.0 Professional Fees & Expenses

All Services provided hereunder are provided on a Fixed Fee basis. Pricing is based upon finalizing contracts on or before October 31, 2025. Avaap invoices the Client based upon the schedule below. Avaap agrees to 10% holdback per milestone. Holdback is released/paid at the completion of the project as depicted below. Payment milestone schedule finalized during the Pre-Plan and Plan phases.

PAYMENT #	DESCRIPTION	MILESTONE / DELIVERABLE	MILESTONE INVOICE AMOUNT	INVOICE HOLDBACK AMOUNT	PAYMENT AMOUNT	Deliverable Expection Document #
Avaap - Implementation Services to deploy Workday for Williamson County, TX				10%		*Related DED # occurs in multiple stages
1	Milestone to mobilize key project resources, project management support tools, and software licenses required to start the project. Deliverables/key activities include: Williamson County Project Portal Initiated (within Smartsheet) - Applicable project schedule template - RAIDQ with initial project risks - Testing, Reporting, and other project tracking tools Alteryx licenses, the software we use our data conversion activites) Draft Core Project Team Workday Training Plan Executive Project Team Kick off meeting	Project Mobilization	$ 225,000	$ 22,500	$ 202,500	1
2	Our Ramp to Ready program is designed to begin immediately after contract award to help prepare you for the implementation. Key activities include: Organizational Alignment workshop, Finance & Reporting Workshop, Data and Analytics Worksho, Detailed project resourcing and Development of a Detailed Workday Training plan for your key project members.	Completion of Ramp to Ready (or Pre-Plan Stage)	$ 375,000	$ 37,500	$ 337,500	2,3
3	Plan Stage confirms the project scope, initiate project activities and establish project management processes and controls. The project goals, plan, timeline, milestones, deliverables, resources, and responsibilities are drafted and reviewed in this stage. Project workstreams (functional, integrations, reporting, etc.) are initiated to align approach, resources, and schedules. The stage starts with a variety of workshops to begin the project planning activities and includes a project kick-off at the end of the stage with the opportunity extended to the Client's project stakeholders to review the overall project, including a draft of the plan, timelines, resources, etc. The following table provides an overview of tasks and activities to be completed during the Plan Stage.	Completion of Plan Stage	$ 565,000	$ 56,500	$ 508,500	4,5,6,7,8,9,10,33
4	The Architect and Configure Stage of a Workday deployment allows the Avaap Workday Consultants to find a mutual understanding of the County's business needs, analyze how Workday will be deployed to meet those needs, and then configure the system to meet those needs all through configurations. This is the completion of the first half of the A&C stage	Completion of Architect & Configure - Part 1	$ 610,000	$ 61,000	$ 549,000	11,12,13,17,34
5	This milestone is for the completion of the second half of the A&C stage.	Completion of Architect & Configure - Part 2	$ 610,000	$ 61,000	$ 549,000	14,15,16,18,19,20, 21,22,23,35,36
6	The completion of this portion of Test Stage of a Workday deployment confirms the configured Workday system sufficiently meets the needs of the customer's business. Each test effort has a separate set of conditions and a different purpose.	Completion of End to End Test Stage	$ 450,000	$ 45,000	$ 405,000	24A, 25, 26, 37
7	The completion of this portion of the Test Stage confirms the needs of the customers payroll processes have been approved.	Completion of Payroll Parallel Test Stage	$ 300,000	$ 30,000	$ 270,000	24B,27
8	Once the project has mutually met all the exit criteria for the Test Stage, you are ready to move to Production, where you will go live on Workday in a production environment using all the features and integrations configured and tested during previous stages.	Move to Production	$ 73,339	$ 7,334	$ 66,005	28,29,30,31
9	Final Acceptance - Complete knowledge transfer and mutually agreed punch list items. Holdback amount is Released.	Completion of Post Production Support Stage and Holdback Released	$ -	$ -	$ 320,834	32
		Totals	$ 3,208,339	$ 320,834	$ 3,208,339	

Implementation Cost for Optional Workday SKU's

- Absence Management $73,765
- Candidate Engagement and Messaging $31,641
- Strategic Sourcing Expert $33,845
- Time Tracking $82,417

Ongoing Support Services
Avaap will provide one year of Workday Ongoing Support Services, starting after Avaap completes the Post-Production Support stage. Invoicing to be finalized during the project plan stage, though it is expected to be a monthly invoice, comprised of the following Fee Structure

Fee Structure – Both components are required, and each component is billed monthly for the prior month's service offering. One Year of Ongoing Support Services is estimated at $120,300.

Component 1: Monthly Fee = $2500 a month for 12 months = $30,000.
- This is a flat recurring subscription fee for general account management costs associated with enrollment in support services

Component 2: Time & Material: 35 hours a month for 12 months = $90,300
- This is the variable cost associated with actual usage.
- Hours not used are not billed.
- Rates increase by 1% on the anniversary of the date the AMS service started.

Travel and out-of-pocket expenses

Travel and out-of-pocket expenses are not included in the fees stated above and will be invoiced per the terms in the MSA. Travel costs will not exceed $110,158. Project travel typically consists of four to five trips to client site. Additional on-site visits and related travel expenses may be identified and mutually agreed upon in advance during the project. Travel will typically be scheduled only if a consultant has at least 8 hours of on-site work. If additional travel budget is required, we will follow Change Control Procedures documents in this SOW.

We also recognize and shall follow the Client's publish Travel Reimbursement policy.

Authorized Expenses: Client 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 SOW 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-Reimbursementhttps://www.wilcotx.gov/351/Vendor-Reimbursement). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the Avaap's invoice and clearly set forth the actual cost of the expenses, without markup.

6.0 Charges for Out-of-Scope Services

All charges for services not defined above or explicitly listed as Out of Scope Components will be quoted based on the time and material rates in the following table below. Labor rates increase by 1.5% on the anniversary of the initial move to production date. Rates are not inclusive of any related travel.

Role	Maximum Hourly Labor Rate
Executive Sponsor	$325.00
Program Director	$300.00
Engagement Manager	$275.00
Architect	$275.00
Principal Consultant	$250.00
Senior Consultant	$225.00
Consultant	$200.00
Senior Analyst	$175.00
Analyst	$150.00
Workday Product Expert	$425.00

7.0 Invoicing and Payment

All Services will be invoiced per the terms of the MSA.

8.0 Change Control Procedure

Either Client or Avaap may request changes to the Services, Service Deliverables, and/or any other aspect of a SOW through a written change order ("Project Change Order"). Promptly thereafter Client and Avaap shall discuss what impact the Project Change Order will have on the Services and Service Deliverables and on pricing, timing, quality, and other terms of the applicable SOW. Any changes to a SOW agreed upon by the Parties because of the foregoing process shall be set forth in a change order signed by the Parties ("Change Order"). Once a Change Order is signed, it shall amend, and become part of, the applicable SOW. Neither Client nor Avaap is obligated to change the Services, Service Deliverables, or any other aspect of a SOW unless a Change Order for such change has been signed by the Parties and Avaap shall not be required to suspend its performance of the Services while the negotiation of a Change Order is ongoing.

If any of the following events occur while Avaap is engaged to provide the Services (each a "Change Order Event"), Avaap shall be entitled to a Change Order to eliminate such adverse impact (the following list is not all-inclusive):

(i) The scope, approach, or timing of the Services change;
(ii) Delays are encountered that are beyond the reasonable control or negligence of Avaap, including delays caused by third party software and hardware vendors or their related products and/or services;
(iii) An assumption set forth this SOW is invalid; or
(iv) Client fails to meet its obligations outlined in this SOW.

Avaap shall notify Client within a reasonable period after becoming aware of a Change Order Event. Notwithstanding anything to the contrary in the applicable SOW, if Client and Avaap do not sign a Change Order within sixty (60) days, or agreed upon timeframe, of Client's receipt of such notice, Avaap may suspend or terminate the Services upon written notice to Client. Change Orders will only be binding when signed by authorized representatives of each of Client and Avaap.

9.0 Definitions

Capitalized terms not otherwise defined in this SOW are defined elsewhere in the Agreement and have the same meaning in this SOW as ascribed to them therein.

Move-to-Production refers to the deployment of Workday functionality into production for Client's use as part of its normal operations. More than one Go-Live may be contemplated by this SOW, as specified in the "Detailed Project Scope" appendix.

Parties – Avaap and Client.

Tenant - a unique instance of the Workday service with a separate set of data held by Workday in a logically separated data storage (i.e., a data segregated through password-controlled access). While Workday may supply additional tenants, the following tenants will be used for the deployment of Workday for Client.

Foundation Tenant – This is your initial tenant supplied by Workday and acts as your starting point for design sessions.

End-to-End Tenant – used for End-to-End testing and user acceptance testing. The full dataset will be converted into the End-to-End Tenant, and only minimal data gaps/issues are expected to persist for this conversion.

Parallel Tenant – used for Parallel Payroll Testing. This is a copy of the End-to-End Tenant with additional payroll data transactions will be performed to bring the Parallel Tenant in line with transactions in production for the equivalent period. Only limited data issues/gaps are acceptable in this conversion.

Gold Tenant – used for Client's initial deployment to load Client's configuration and data. Once validated, this Tenant is moved to production. Only limited data issues/gaps are acceptable in this conversion.

Sandbox Tenant – used for Client's postproduction development and testing activities. The Sandbox tenant is used by the AMS team to support modifications or new configurations when the Client is in production with the affected workstreams. This is included in the Client's Workday subscription.

Sandbox Preview – populated by Workday ahead of scheduled releases so that Clients can evaluate and test to assure compliance with functionality of a new Workday release (twice per year). This is included in the Client's Workday subscription.

10.0 Assumptions

The Professional Services Fees and timeline for the project are based on the assumptions set in this SOW. If any of these assumptions are not met, Avaap will advise Client following the defined project escalation procedures.

10.1 General Assumptions

a. The Client Project Sponsor and the Avaap Executive Sponsor named in this Statement of Work commit to making the necessary staff available to assist with the successful execution of this project as identified in this SOW. This level of participation is essential to assuring the timely completion of all project tasks. During the Plan stage, Avaap will identify the tasks that are expected of Client in the form of a Project Plan.

b. The goal of the Client is to standardize and align business processes, business practices, and business policies across the enterprise. The Client is responsible for verifying that the configured content is appropriate for the Client. Business process approval routings and condition rules will be configured based on standardization and alignment to Workday delivered functionality across business processes to the greatest extent possible. During the implementation Avaap Team will provide best practice recommendations and examples of other government clients for the County's deployment.

c. Client will advise Avaap of its schedule in sufficient detail and any periods of unavailability to allow for the effective and efficient deployment of Avaap's resources and planning for all project activities over the life of the project.

d. Except for specific tasks identified in this SOW, the Client owns the relationship with Workday and the Workday Service.

e. Workday Training Credits, Workday Delivery Assurance services, and the Workday Adoption Toolkit will be purchased directly from Workday and are not included in Avaap's Professional Fees.

f. Client will ensure that its resources timely complete all Workday training for their respective roles prior to the commencement of the appropriate stage.

g. Delays caused by incorrect or incomplete Client-provided information or Client's failure to timely meet obligations may result in scheduled delays and/or other impacts to the Project timeline and fees. Avaap and Client would mutually adjust the schedule and related milestones to align to agreed to changes.
h. Client chooses how Workday is configured to meet its business and legal needs and Client understands that it is responsible for determining if its chosen configuration complies with Law. However, to assist the Client, during the implementation, the Avaap Team will provide best practice recommendations and examples of other government clients for the County's deployment.
i. Notwithstanding anything to the contrary contained in the MSA, approval and acceptance of Services Deliverables by Client shall occur as follows: Client will review and provide responses or approvals for all deliverables within seven (7) business days from the receipt of the DED.

10.2 Deployment and Scope Assumptions

a. Updated Workday functionality will be assessed for inclusion in the project scope subject to Client Project Sponsor review and approval and per the Change Order process.
b. Any changes to the in-scope items listed in Section 3.0 or to the detailed scope tables in Appendix A may result in a change order.
c. Avaap's delivery of Services is dependent on timely completion of all tasks assigned to Client in the Project Plan.
d. The estimated deployment timeline above assumes that all Client's organizations, including manager and employee self-service, use a standardized business process framework.
e. Client will have knowledge of and/or provide documentation that reflects its existing business processes. Avaap will not perform fit/gap or deep-dive review or analysis of Client's business requirements.
f. Foundation Alignment Sessions do not constitute a "design" of delivered business processes - instead they are intended to review the delivered pre-configuration and modify the existing configuration to support Customer requirements, provide knowledge transfer, and validate Customer Data or Professional Services Data to support the Launch program configurations.

10.3 Testing Assumptions

a. Client is responsible for assigning a Test Manager to drive and oversee the Testing stage.
b. Avaap will pre-populate project SmartSheet with both Avaap and Workday delivered test scenarios.
c. Client team will develop detailed test scenarios based on Client's user requirements and system configuration. Customer will lead testing and sign off on the final configuration prior to move to Production. Avaap will support issue resolution to Client's testing efforts.
d. All configuration decisions will be finalized, and unit tested during the Architect & Configure stage.
e. Configuration freeze will be implemented at the end of Unit Testing (prior to E2E tenant build). Further changes to "passed" unit testing configuration will be deferred to post go-live and addressed by Client.
f. Avaap will provide guidance and assistance to Client's Test Manager and test team during test execution of each of the test cycles.

g. Avaap will assist with Client prioritization of defect severity and assign items for resolution.
h. Avaap Engagement Manager shall provide guidance, informal knowledge transfer, and advisement to the Client Test Lead during text execution, defect management, and status reporting.

10.4 Data Conversion Assumptions

a. Client is responsible for supporting Avaap data team in navigating existing legacy systems, advising data mapping activities, and being generally available to answer questions.
b. Avaap is responsible for extracting data from Client's source systems.
c. Avaap is responsible for populating and supplying data in the Avaap-prescribed format and is responsible for ensuring data is cleansed and duplicate values removed upon Client's approval.
d. The client is responsible for verifying the accuracy of the data in the Tenant once loaded.
e. Manual conversions will be done by client resources when Avaap and Client agree the volume is too low to justify the cost of developing an automated conversion program for specific data sets.
f. Each data file is allowed a maximum of 3 data load attempts per data load cycle (tenant build). More than 3 data load attempts may be considered a Change Order Event.
g. Failure to properly populate the Data Conversion Templates by scheduled due dates may impact the project schedule and Go-Live timing. This is a jointly owned activity by Avaap and the Client.
h. A data freeze is required so that Client's current data as of a specific date can be loaded into the Gold Tenant. The client is responsible for entering Catch-Up Transactions (i.e., any transactions occurring between data freeze and Move to Production) into Workday.

10.5 Integration Assumptions

a. Client will lead the relationship interactions with third-party vendors and/or internal system owners required to deploy integrations. Client will coordinate timely responses from and secure data transfer and integration testing with all vendors and internal systems. Client is responsible for third-party vendor adherence to project timelines and schedules; Avaap will not be held responsible for any related delays that impact project timelines.
b. If a change is needed to an internal platform, Client assumes responsibility for such changes.
c. Client will provide an SFTP server for integration file exchange during the project.
d. Client is responsible for testing all integrations, including data verification. Any unit testing performed by Avaap does not include detailed functional scenarios, which will be tested by Client during End-to-End testing.
e. Clients may choose a prioritized list of integrations that are critical for go-live. If the go-live critical integrations are delivered on time, the integrations work stream should not be considered red.

10.6 Change Management Assumptions

a. Client will designate a resource to represent the County for the "Organizational Change Management Lead" role. This person will assist with organizational knowledge, oversee the Client OCM resources, and review and approve deliverables and approaches for adoption.

a. Any extensions to the Project timeline or functional scope additions must be evaluated to determine impacts on the Change Management Services and may result in a Change Order Event. The Change Management activities and deliverables listed in Appendix A apply only to the timeline and functional scope outlined in this SOW.
b. The Change Management Service is intended to accelerate end-user adoption of Workday and does not include support for concurrent initiatives or broader transformation efforts. The scope of this service is limited to the tasks in Appendix A. Any organizational design, Standard Operating Procedure (SOP) development, operating model, or job role redesign work is out of scope for this service and wholly owned by the Client.
c. Client has an active subscription to the Workday Adoption Kit and will provide access to Avaap resources defined in this SOW.
d. Client will provide appropriate access to non-production Workday tenants and other project-related resources that may be required to fulfill this SOW, e.g. Teams and SharePoint sites, etc.

IN WITNESS WHEREOF, Avaap and Client have caused this Statement of Work to be executed and delivered by their respective duly authorized representatives as of the date set forth below.

Avaap U.S.A., LLC		**Client:**	
By:	Steve A Csuka	By:	
Name:	Steve Csuka	Name:	
Title:	CEO	Title:	
Date	10/10/2025	Date	

Reviewed by Contract Audit
Joel Brophy
Internal Audit Director
Williamson County Auditor's Office
Date: Oct 13 2025 Time: 12:14 pm

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Oct 13 2025 Time: 12:50 pm

Appendix A: Detailed Functional Scope

This section provides detailed project scope and Avaap's scope assumptions for aligning the Client's current business processes in Finance, HR (Human Resources) and Payroll systems within Workday. The processes listed below in the "Functional Configuration and Setup" detail key Workday business processes and configuration to be delivered.

During the Architect & Configure stages of the project, Avaap and the Client conduct Alignment sessions, taking into consideration the scope assumptions detailed in this section. If these sessions identify items that are not included in the scope summary below, both Parties will work in mutual good faith to resolve the omissions as outlined in the Change Control Procedures.

The mutual goal is to finalize the configuration designs during the Architect & Configure stage.

Detailed Project Functional Scope

The information presented below was established based on preliminary conversations with the Client and Avaap's experience with and knowledge of Workday.

For each functional area, the tables below provide a high-level definition of the overall functionality of the related Workday module and the defined configuration parameters. These configuration parameters serve as the basis of estimate and align to Avaap's understanding of Client's core business requirements.

Primary Scope Considerations (indicated in tables below those items highlighted in **Bold** represent key drivers for the proposed level of effort. Any changes will impact the level of effort and require a Change Order. Avaap and the Client will work in good faith to identify a resolution.

Secondary Scope Considerations provide additional guidelines for how Avaap plans to configure the Client's solution. For Secondary Scope items that include a metric or value listed next to them, a 10% variance on metrics or work effort is included in-scope.

At the end of each project phase, Avaap conducts a Scope Alignment Analysis effort to identify any differences in-scope. If the level of effort necessary to configure Workday is significantly increased due to Client decisions that impact the scope tables below, a Change Order may be required. This can affect the overall cost (level of effort) and timeline.

Avaap will also provide guidance and a knowledge sharing plan to empower Client functional/technical resources how to complete the activity. Avaap will also provide Workday best practice support as the Client configures the remaining items outside of the scope guidelines.

The information presented below was established based on requirements within the RFP and Avaap's experience with and knowledge of Workday.

Foundation Data Model Scope

Foundational Data Model		
Functional Area	**In Scope (Y/N)**	**Scope**
Custom Organizations	Y	Up to 8
Grant worktag	N	For journal feed or manual journal load via EIB only Note: Only if Grants is deemed out of scope but journals are still needed
Gift worktag	N	For journal feed or manual journal load via EIB only Note: Only if Endowments is deemed out of scope but journals are still needed

Finance Scope Tables

Financial Accounting		
Functional Area	**In Scope (Y/N)**	**Scope**
Account Set (Chart of Accounts)	Y	1
Legal Entities	Y	Up to 5; US Only
Fiscal Schedule	Y	2
Statistic Definitions	Y	Up to 15
Allocation Definitions	Y	Up to 10
Recurring Journal Templates	Y	Up to 10
Book Codes & Books	Y	Includes Multi-Book Accounting enablement Excludes: Cash-based accounting setup; leases
Intercompany Setup	Y	Indirect only Excludes: Direct Intercompany.
Consolidations and Eliminations	Y	
Balancing by Company/Legal Entity plus one Balancing worktag	Y	
Financial Commitment Accounting	Y	Enablement for Procurement and Expenses only. Includes Payroll Commitments.
Month-End and Year End Close Process	Y	
Transaction Matching	N	
Account Certification	N	
Multi-Currency	N	
Non-US Countries (For FIN transaction processing purposes)	N	
Multi-Funding Sources	Y	Up to 5 rules
Funding Sources/Appropriations	Y	

Custom Validations	Y	Up to 15
Custom Objects	N	
Modifiable Business Processes	• Accounting Journal Event • Accounting Adjustment Event • Accounting Journal Unpost Event • Allocation Event Excluded: Rule-based business processes	

Budgets		
Functional Area	**In Scope (Y/N)**	**Scope**
Plan Structures	Y	Up to 10; Financial Plan Structures only See respective areas for grants, projects and position budget tables regarding budget scope for those functions. This section only includes Financial budget structures.
Plan Templates	Y	Up to 10
Budget Check Enablement by Plan	Y	Impacts Spend & Revenue areas. Area scope reference back to this line item regarding scope. Please add as much detail as possible regarding scope guardrails.
Budget Close and/or Roll-forward	N	
Custom Validations	N	
Custom Objects	N	
Modifiable Business Processes	• Plan Event • Budget Amendment Event • Check Budget (Financial) Excluded: Rule-based business processes	

Position Budgets & Payroll Commitments		
Functional Area	**In Scope (Y/N)**	**Scope**
Position Budgets	Y	Position must have job family, pay group, default compensation, assigned
Payroll Commitment Accounting	Y	• Position must have Pay group, Job Family, and default compensation assigned to generate Commitments • 1 to 1 Mapping between earning and Comp elements
Budget Check (Staffing) for Position Budgets	Y	Budget check step will be added to Staffing and HCM business process

Banking & Settlement		
Functional Area	**In Scope (Y/N)**	**Scope**
Financial Institution	Y	Up to 2
Bank Accounts	Y	Up to 10
Payment Types	Y	Up to 8; Includes Check, ACH and virtual payables Excludes: Wire, Outsourced Payments, Other Electronic Payment Types
Check Layouts	Y	Up to 4 – Williamson County AP check, Williamson County Payroll check, CSD AP, and Payroll Escrow
Bank Account Transfers for Settlement	N	
Escheatment	N	
Automatic Bank Reconciliation	Y	Up to 2 Matching Rule Sets with Up to 5 Matching Rules Up to 2 First Notice Rule Sets with Up to 25 First Notice Rules
Ad Hoc Bank Transaction Templates	Y	Up to 40
Bank Routing Rules	Y	Up to 5
Ad Hoc Payees	Y	Up to 100
Miscellaneous Payees Categories, Miscellaneous Payment Request Categories and Miscellaneous Payees	Y	Up to 5 payee categories, 5 payment request categories and 100 payees
Cash Forecasting	N	
Cash Positioning	N	
Payment Acknowledgement	N	
Prenote	Y	
Positive Pay	Y	

PPD Integration for Expenses	Y	
Average Daily Balance	N	
Lockbox	N	
Custom Validations	Y	Up to 15
Custom Objects	N	
Modifiable Business Processes	• Ad Hoc Payment Event • Ad Hoc Bank Transaction Event • Bank Account Event • Bank Statement Event • Bank Account Transfer Event • Miscellaneous Payment Request Event • Settlement Run Event Excluded: Rule-based business processes	

Procurement & Supplier Contracts		
Functional Area	**In Scope (Y/N)**	**Scope**
Supplier Catalogs	Y	Up to 3; up to 100 items Excludes: Item Pictures
Supplier Contract Types	Y	Up to 10 contract types. Enablement the following functionality only: Retention, Catalog, Scheduled/Manual Invoices, Scheduled/Manual Purchase Orders, Renewal Terms, Obligations Excludes: Multi-supplier, Consignment, Multi-Participant, Operating Leases, Financial Leases, Receive Contract Lines, Variable Payment
Purchase Order Layout	Y	1 custom PO BIRT layout
Supplier Links (Punchouts)	Y	Up to 3
Internal Service Providers & ISP Catalogs	Y	Up to 3; up to 100 items
Procurement Credit Cards	Y	Up to 1 program
Purchase Items	N	
Supplier Items associated with Purchase Items	N	
RFx Processing	N	
Location Customer Account Number	N	
Ship To Locations	Y	Up to 100
Ship To/Deliver to Associations	Y	Up to 150

Requisition Sourcing Rules for Buyer, Supplier and Order-From Connection	Y	Up to 3 rules
Procurement Roll Forward	Y	
Requisition Templates	Y	Up to 5
Custom Validations	Y	Up to 15
Custom Objects	N	
EDI Integrations (810,850,855,856)	N	
Budget Check	-	See Budgets section for details
Transaction Tax	-	See Transaction Tax section for details
Modifiable Business Processes	• Requisition Event • Purchase Order Event • Change Order Event • Supplier Contract Event • Supplier Contract Amendment Event • Receipt Event Excluded: Rule-based business processes	

Supplier & Supplier Accounts		
Functional Area	**In Scope (Y/N)**	**Scope**
Suppliers	Y	Up to 4000; USD only; Any Supplier Categories and Groups needed to support supplier conversion, reporting and workflow requirements. Excludes: Non-US addresses; Non-US supplier settlement accounts; Company restrictions.
Supplier Connections	Y	
Supplier Classifications	Y	Up to 5 values
Reasons for Supplier Status Change	Y	Up to 10 values
Supplier Questionnaire/Questions	N	
Payment Terms	Y	Up to 10
Payment Types	Y	See Banking & Settlement section above
Payment Handling Instructions	Y	Up to 3
Supplier Payment ACH Remittance Email	Y	Email with PDF format
Aging Groups	Y	Delivered values only
Supplier Accounts Match Rule Set	Y	1 match rule set with up to 5 rules; Medium complexity
1099 Configuration	Y	Spend category to 1099 Box mapping for MISC and NEC 1099s only
1099 MISC/NEC eFiling	Y	
1042-S Configuration	Y	Spend category mapping to 1042-S Income Codes
Invoice Types by Country	N	
Invoice Adjustment Reasons	Y	Delivered values only
Invoice Eligibility Rule for Netting	N	Impacted by Intercompany Setup line Financial Accounting scope table.
Prospective Supplier Registration (External Site)	N	
Supplier Portal	Y	
OCR/AP Automation	Y	
Worktag Split Templates	N	
Custom Validations	Y	Up to 15
Custom Objects	Y	Up to 1 Custom Object with 10 field values
Budget Check	-	See Budgets section for details
Transaction Tax	-	See Transaction Tax section for details
Modifiable Business Processes	• Supplier Event • Supplier Change Event • Supplier Request Event	

	• Recurring Supplier Invoice • Supplier Invoice Event • Supplier Accounts Match Event Excluded: Rule-based business processes

Expenses		
Functional Area	**In Scope (Y/N)**	**Scope**
Business Purposes	Y	Up to 5
Expense Credit Cards	N	
Cash Advances	N	
Expense Item Attribute Types	Y	Delivered values only
Configurable Expense Item Attributes	Y	Up to 10
Expense Item Group	Y	Up to 5
Expense Items	Y	Up to 20
Hotel Itemization Mapping	N	
Expense Policy Group	N	
Expense Rate Tables	Y	Up to 2 rate tables for basic mileage and per diem. Includes Distance Calculation (Google Maps) setup; requires Innovation Service Agreement for enablement. Excluded: GSA rate setup
Travel Journals	N	Impacts Expense Rate Table and Expense Item Attribute setup complexity
Spend Data	Y	Delivered Airlines, Travel Cities, Hotels and Car Rental Agencies
Spend Instructions for Expenses	Y	Basic formatting and URLs
Expense Reimbursement based on Benefit Allowance	N	Need to sync with Benefits scope
Expense Reimbursement for Non-Worker	N	
Travel Profiles	N	
Travel Booking Records	N	Impacts Integration Scope
Mobile Enablement	Y	Receipt capture; Expense Report initiation and submission only
Custom Validations	Y	Up to 15
Custom Objects	N	
Budget Check	-	See Budgets section for details
Transaction Tax	-	See Transaction Tax section for details

Modifiable Business Processes	• Spend Authorization Event • Expense Report Event Excluded: Rule-based business processes

Business Assets		
Functional Area	**In Scope (Y/N)**	**Scope**
Business Assets	Y	Up to 25,000 assets including capital, expense (non-capital) and zero dollar
Leased Assets	---	See Procurement: Supplier Contract Types section for details
Intangible Assets	N	
Composite Assets	N	
Asset Books	Y	Up to 1 (Primary only) Excluded: Tax Book, Leases
Asset Book Rules	Y	Up to 1 (Primary) Excluded: Tax Book, Leases, Multi-Currency
Multibook Accounting for Assets	Y	
Depreciation Profiles	Y	Up to 25
Bonus Depreciation	N	
Asset Pooling Rules	N	
Asset Custodianship	Y	
Issue Assets to Workers	Y	
Custom Validations	Y	Up to 15
Custom Objects	Y	Up to 1 Custom Object with 10 field values each
Modifiable Business Processes	• Asset Registration Event • Asset Disposal Event • Asset Issue Event Excluded: Rule-based business processes	

Projects		
Functional Area	**In Scope (Y/N)**	**Scope**
Projects	Y	Up to 300; Capital Projects and Non-Capital Projects only Excluded: Billable Projects
Project Hierarchies	Y	Up to 15
Project Status	Y	Up to 10
Project Groups	Y	Up to 10
Importance Rating	Y	Delivered only
Risk Rating	Y	Delivered only
Project Dependencies	Y	
Project Phases	Y	
Project Tasks	Y	
Project Plan Templates	Y	Up to 2
Project Templates	Y	Up to 4
Project Capitalization to Business Assets from WIP	Y	See Business Assets section scope specifics
WIP Exclusion Rules	N	
Project Budgets	Y	1 Virtual Project Plan Structure and 1 Virtual Child Project Plan Structure
Ideas	N	
Initiatives	N	
Opportunity Projects	N	
Project Portfolios	N	
Project Scenarios	N	
Project Roles & Resource Plans	N	
Project Resource Forecasting	N	
Resource Plan Template		
Resource Forecasts with Worksheets	N	
Standard Cost Rate Rules	N	
Project Advanced Labor Costing	N	
Transfer Pricing	N	
Workers/Dynamic Resource Pooling	N	
Custom Validations	Y	Up to 15
Custom Objects	N	
Modifiable Business Processes	• Create Project • Edit Project • Verify Capital Project Expense Excluded: Rule-based business processes	

Transaction Tax (Sales)		
Functional Area	**In Scope (Y/N)**	**Scope**
Transaction Tax Enablement	N	

Customer Accounts & Contracts		
Functional Area	**In Scope (Y/N)**	**Scope**
Customers	Y	Up to 150; US only Excludes: Non-US addresses; Non-US customer settlement accounts; Company restrictions
Customer Connections	N	
Customer Contracts	Y	Up to 50 contracts Excludes Project or Usage Based Contract types Confirm that the customer has purchased this SKU
Customer Invoice Type	Y	Up to 10
Invoice Adjustment Types	Y	Delivered values only
Emailing Customer/Sponsor related Layouts	Y	1 Notification for Customer Invoice 1 Notification for Customer Statement
Customer Refunds & Write Off Activities & Related Attributes	Y	Delivered values only
Customer Payment Application Rules	Y	WD Delivered Rules only
Customer Invoice Layouts	Y	WD Delivered format only
Dunning Letter Layout	Y	WD Delivered format only
Customer Statement Layouts	Y	WD Delivered format only
Sale Items	Y	Up to 50
Credit Card Processing (Cybersource Connector)	N	
Finance Charge Layout	Y	WD Delivered format only
Customer Portal	N	
Customer Invoice Proposals	N	
Consolidated Customer Invoice	N	
Create Payment from Bank Statement Line	N	
Transaction Tax	-	See Transaction Tax section for details
Budget Check		See Budgets section for details
Collections and Dispute Activities	Y	
Interest and Late Fee Rules	Y	Up to 1 Rule

Custom Validations	Y	Up to 15
Custom Objects	N	
Billing Schedule Templates	Y	Up to 3
Modifiable Business Processes	• Customer Event • Customer Invoice Event • Customer Refund Document Event • Bad Debt Write-off Event • Customer Contract Event • Customer Contract Amendment Event • Billing Schedule Event • Revenue Recognition Installment Event • Revenue Recognition Schedule Event • Customer Deposit Event • Customer Payment Application Event • Cash Sale Event • Customer Payment Change Event • Customer Overpayment Event • Customer Contract Asset and Liability Reclassification Journal Event Excluded: Rule-based business processes	

Grants		
Functional Area	**In Scope (Y/N)**	**Scope**
Sponsors (Grantors)	Y	Up to 25
Award Proposals	N	
Award Contracts, Award Schedules & Required Attributes	Y	Up to 50
Award Budgets & Attributes	Y	Up to 1 Plan Structure each for Award. Includes up to 3 Budget Check Option Sets
Budget Check	---	See Budgets section for details
Grant Worktag and Grant Hierarchies	Y	
F&A Rate Agreements	Y	Up to 5
F&A Exceptions & Waivers	Y	Up to 10 each
F&A Revenue Allocations	Y	Up to 5
Object Class Set and Mapping	Y	Up to 1 Object Class Set
Sponsor Invoice Layout	Y	Up to 2 custom invoice layouts
Sponsor Statement Layout	Y	Up to 1 custom statement layout

Sponsor Payment Processing	Y	See Customer Accounts scope tables.
Letter of Credit Processing	Y	
Award Spending Restrictions	Y	Up to 10
Special Condition Types	Y	Up to 10
Effort Certification	N	
Salary Over the Caps	Y	
NSF Codes	Y	
Assistance Listing Numbers (ALN) - previously Catalog of Federal Domestic Assistance	Y	
Award Tasks, Types, Groups and Templates	Y	Up to 10 Tasks and 2 Templates
F&A Cost Basis Types	Y	Up to 5
Worker Costing Allocation for Grants	Y	
Time Tracking for Grants	N	
Custom Validations	Y	Up to 15
Custom Objects	N	
Modifiable Business Processes	• Award Event • Award Billing Schedule Event • Award Budget Hub Event • Award Amendment Event • Award Tasks Event • Award Correction Event • Reprocess Award Costs • Letter of Credit Draw Down Event • Effort Certification Event Excluded: Rule-based business processes	

Adaptive Planning Scope

Adaptive Financial Planning			
Functional Area	**Scope Element**	**In Scope (Y/N)**	**Scope Detail**
Adaptive Planning: Foundation	Annual Plan Creation	Y	
Adaptive Planning: Foundation	Reforecast Monthly	Y	
Adaptive Planning: Foundation	Chart of Accounts Structure Across Organization	Y	Up to 1
Adaptive Planning: Foundation	Fiscal Calendar	Y	Up to 1
Adaptive Planning: Foundation	Currency for Planning	Y	Up to 1; USD only
Adaptive Planning: Foundation	Documentation	Y	Architect and Configuration Guide outlining implementation setup and upkeep

Adaptive Planning: Foundation	Knowledge Transfer	Y	Up to 8 hours of recorded Knowledge Transfer at end of implementation
Adaptive Planning: Foundation	Modifiable Business Processes	N	• Basic Workflow and Processes
Adaptive Planning: Foundation	Eliminations / Consolidations	N	
Adaptive Planning: Foundation	3rd Party Integrations	N	Integrations with non-Workday software
Adaptive Planning: Foundation	Multi-Instance	N	Using multiple Adaptive Instances with a Security Parent Instance
Adaptive Planning: Foundation	Balance Sheet	N	Planning Balance Sheet accounts
Adaptive Planning: Foundation	Cash Flow	N	Planning for Cash Flow
Adaptive Planning: Modules	Revenue Planning	Y	• Up to 3 revenue models to support multiple revenue streams • Up to 5 assumption sheets • Up to 20 Total Calculations
Adaptive Planning: Modules	Cost of Labor	Y	• Up to 5 Employee Types • Fringe Benefits and Tax Rates • Up to 40 Total Calculations • Includes position-based allocations model
Adaptive Planning: Modules	Expense Planning	Y	• Up to 5 expense models to capture non-personnel related expenses • Up to 5 Assumption sheets • Up to 40 Total Calculations
Adaptive Planning: Modules	Capital Planning	Y	• Straight line depreciation planning based on service date and useful life • Forecast depreciation • Ingest current Workday depreciation schedules
Adaptive Planning: Modules	Fixed Assets	Y	
Adaptive Planning: Modules	Allocations	Y	Up to 3 planning single-step assumption based allocations.
Adaptive Planning: Modules	Drill Through	Y	Drill through from Adaptive data back into Workday Financials
Adaptive Planning: Modules	Publish Financial Plans	Y	Publish Plan from Adaptive into Workday Financials
Adaptive Planning: Reporting	Custom Reports	Y	Up to 5 web reports or OfficeConnect

Contract Life Cycle Management	
Product	**Scope Included**
WD Contract Lifecycle Management Adoption Service Package	Included
Workflows	Up to 2 standard workflows
Electronic Signature Connector	Adobe Sign or DocuSign only.
Document Count	Up to 1000
Custom AI Models	Up to 5; Excluded: Salesforce Connector
Document and Metadata Migration	After customer establishes connection between the CI-compatible source and each of the Production instance and the Sandbox instance: • Migrate documents in scope form CI-compatible source to the Production instance • Bulk upload metadata from same CI-compatible source to Production instance • Apply metadata to corresponding document
Document De-Duplication	• Deliver a report to customer identifying duplicate Documents • Remove duplicate migrated Documents per customer instructions"
Deploy Ready-to-Use AI Models & Customer AI into Production instance	• Deploy Ready-to-Use AI models into Production instance • Define and build up to 5 custom AI models based on customer's completed custom AI playbook. • Validate custom AI models against Document set • Fine-tune prompts and finalize custom AI models for publication by customer
CI Configuration and Enablement	• Configure security and access permissions per Workday-provided configuration workbook. • Configure up to 3 reports and up to 2 dashboards. • Provision end users identified by customer. • Provide guidance for connecting single sign-on (SSO) and IdP • Support two configuration promotions from Sandbox to Production instance
Workflow Configuration	• Create process flow diagrams for customer approval. • Enable connection to customer's Adobe Sign or DocuSign instance, if in scope • Each Workflow can have up to 3 associated Contract Templates • Setup Intake Form for Contract Templates to be requested from Workflows and/or the Salesforce instance, if in scope.
Contract Generation and Processing Check	• Create Intake Form • Generate contract using Intake Form • Facilitate contract review and negotiation using Workflow. • Route contract for approval per Approval Matrix. • Route contract for e-signature (if in scope) per Signature Matrix.

	• Store executed contract to Production instance for post-execution CI processing.
User Authentication and Management	• Provide guidance on how to configure user security/access permissions. • Provide guidance on how to provision end users. • Provide technical guidance for deploying SAML 2.0+ SSO and IhP connections with Microsoft Entra ID, Okta or OneLogin

Core HCM		
Core HR includes functionality to support the following: worker information, country specific information and reporting, staffing, jobs and positions, job requisitions, employment information, hire, terminate & job changes, contingent worker staffing, multiple jobs, international/domestic assignments, organization management and retiree management.		
Functional Area	**In Scope (Y/N)**	**Scope**
Multi-Country	N/A	US Only
Organization Structure per Organization Type (supervisory, cost center, company, region, location hierarchy)	Y	**1 Supervisory Org [*]** **Up to 2 for all other organization types**
Pay Groups	Y	
Cost Center Organizations	Y	
Legal Entities	Y	Up to 3
Staffing Models (Position and Job Management Staffing Models) [*]	Y	**Hybrid**
Management Hierarchy	Y	Up to 1
Job/Positions	Y	Up to 400 Job Profiles
		Up to 100 Job Families
		Up to 25 Job Family Groups
		Up to 6 Employee Types
		Up to 9 Management Levels
Service Dates	Y	Workday delivered service dates
Tenant Branding	Y	1 Tenant Standard
Multi-factor Authentication	Y	
International Assignment Type	N	
I-9 Functionality	Y	
Unions [*]	N	
Retiree Organization [*]	Y	**Up to 1**
Multiple Jobs	Y	
Matrix Organizations	N	

Core HCM		
Core HR includes functionality to support the following: worker information, country specific information and reporting, staffing, jobs and positions, job requisitions, employment information, hire, terminate & job changes, contingent worker staffing, multiple jobs, international/domestic assignments, organization management and retiree management.		
Functional Area	**In Scope (Y/N)**	**Scope**
Custom Objects	Y	Up to 3
Custom Organization Type & Hierarchy	Y	Up to 1 type
Change Job Templates	Y	Up to 3 delivered templates
Onboarding Documents	Y	Up to 20
Custom Onboarding Templates	Y	Up to 2
Custom Onboarding Bulletin Worklets	Y	Up to 2 customized including up to 4 content items in each
Onboarding Dashboard Announcements	Y	Up to 2
Custom Security [*]	Y	**Up to 2 Regulatory Required. View only – not used in BP's**
Exit Survey	Y	Up to 1 questionnaire with up to 15 questions, routed to existing security group- excluding custom reporting of responses
HCM Modifiable BP's	• Hire Employee • Create Position • Onboarding • Terminate Employee • Change Job • Onboarding Setup • Additional Data (to support any effective-dated custom objects)	

Core Compensation		
Functional Area	**In Scope (Y/N)**	**Scope**
Salary Plan	Y	Up to 1
Hourly Plan	Y	Up to 1
Allowance Plans	Y	Up to 5
One-Time Payments	Y	Up to 10
Compensation Packages [*]	Y	**Up to 1**
Severance Package	N	
Compensation Grades [*]	Y	Up to 60 grades
Compensation Grade Profiles [*]	N	
Compensation Steps [*]	Y	Up to 15 steps per grade with period progression
Compensation Basis	Y	Delivered
Total Rewards Statement	Y	Delivered
Compensation Modifiable BPs	• Request Compensation Change • Request One Time Payment	

Advanced Compensation		
Functional Area	**In Scope (Y/N)**	**Scope**
Merit Plans	Y	Up to 4 Merit Plans
One-Time Payment Plan	Y	Up to 1 Lump Sum One-Time Payment Plan
Compensation Matrices	Y	
Compensation Scorecard	Y	
Compensation Review Process Templates	Y	Up to 3
Consolidated Grids	Y	Up to 4 modifiable preconfigured grids
Custom Security Group	Y	Up to 1 security group (Compensation Planner)
Advanced Compensation Modifiable BPs	• Initiate Compensation Review Process	

Benefits		
Functional Area	**In Scope (Y/N)**	**Scope**
Benefit Groups [*]	Y	Up to 2
Plan Year Definitions (current year, ongoing etc)	Y	Up to 3
Benefit Plans (including eligibility rules, coverage tiers, and rates)	Y	Up to 50
Enrollment Event Types & Cross Plan Enrollment Rules (including Eligibility Changes, Life Events, and Reinstatement Events)	Y	
Individual Rates	Y	
Benefit Annual Rates	Y	
Dependent Verification	N	
Retiree Benefits [*]	Y	**Up to 3 Retiree Benefit Group utilizing a shared plan**
Medicare or Surviving Spouse Plans	N	
Enrollment Event Rules	Y	Up to 1
ACA	Y	Core ACA Functionality: ACA Measurement Periods and Eligibility, ACA Dashboard, Setup for 1094-C and 1095-C Reports
COBRA	Y	COBRA Eligibility Designations for Participants who lose Coverage
Passive Event Rule	Y	Up to 1
Open Enrollment	N	
Manage Evidence of Insurability	Y	
Eligibility driven off Custom ID's, Custom fields or Actual Hours Worked	N	
Benefits Modifiable BP's	• Change Benefits for Life Events • Change Benefits • Dependent Event • Passive Event • Change Beneficiary • Change Retirement Savings	

Recruiting		
Functional Area	**In Scope (Y/N)**	**Scope**
Job Application Workflows [*]	Y	Up to 1
Job Application Questionnaires (each questionnaire with up to 10 questions)	Y	Up to 2 Internal Up to 2 External
Job Application Templates [*]	Y	**Up to 3**
Job Posting Locations	Y	Up to 25 locations
Job Posting Templates [*]	Y	**Up to 3**
Evergreen Requisition Management	Y	
Workday Docs Templates [*] **Up to 10 conditional paragraphs (may include introduction, offer details (full-time, part-time, location, manager, job details), basic compensation language (hourly, salary, bonus, allowances, one-time payments), conclusion)**	Y	Up to 2 document templates
Simple Reference Check	Y	Not a modifiable BP
External Career Site [*]	Y	**Up to 1**
Internal Career Site [*]	Y	
Internal Career Site for Nonworkers	N	
Internal Application	Y	
Candidate Grid	Y	Workday Delivered
Simple Referral	Y	No payout processes
Duplicate Management	Y	Unified Duplicate Management Framework
Automatic Stage Routing	N	
Candidate Home	Y	
Guidance of Apply with LinkedIn	Y	
Guidance for Workday Outlook or Google Calendar Interview Scheduling Integration for Internal Interviewers Only	Y	
Candidate Pools	Y	
Delivered Primary Recruiter Security	Y	In addition to supervisory org recruiter support
Recruiting Agencies	N	

Recruiting		
Functional Area	**In Scope (Y/N)**	**Scope**
Notification Designer [*]	Y	Up to 1 simple custom notification template
Custom Notifications [*]	Y	**Up to 15**
Recruiting Modifiable BP's	• Job Application (1 Dynamic Workflow) • Offer • Job Requisition	

Talent/Performance		
Functional Area	**In Scope (Y/N)**	**Scope**
Performance Review Templates [*]	Y	**Up to 2**
Goal Setting Template	Y	**Up to 1**
Performance Improvement Plans [*]	Y	**Up to 1**
Disciplinary Action Templates	Y	Up to 1
Disciplinary Action Reasons & Categories	Y	Up to 10 reasons & categories for 1 country
Development Plan Templates	N	
Development Items	N	
Talent Review Templates	N	
Talent Pools	Y	
Feedback	Y	Up to 2 templates
Check-Ins	Y	
Ad Hoc Goals	Y	
Organization Goals	Y	
Calibration	N	
Succession Pools [*]	Y	
Positions for Succession (includes readiness setup)	Y	Up to 50
Assess My Teams Potential	Y	
Assess Potential	Y	

Talent/Performance		
Functional Area	**In Scope (Y/N)**	**Scope**
Mentors & Connections, including Add a Mentor during Hire	N	
Competencies (includes behavior setup and associations to Job Profiles)	Y	Up to 30
Succession Planning [*]	Y	
Skills and Experience Setup	Y	
Skills Cloud	Y	With ISA Opt In
Worker Career Profile Setup	Y	Job History, Education, Languages, Certifications, Internal Projects, Work Experience, Interests (Career Interests, Job Interests, Travel & Relocation Preferences), Achievements (Awards & Activities), Professional Affiliations, Training
Talent Modifiable BP's	• Start Performance Review • Set Review Content for Performance Review • Complete Self Evaluation for Performance Review • Complete Manager Evaluation for Performance Review • Start Performance Improvement Plan • Set Plan Content for Performance Improvement Plan • Complete Employee Plan for Performance Improvement Plan • Complete Manager Plan for Performance Improvement Plan • Start Disciplinary Action • Complete Self Evaluation for Disciplinary Action • Complete Manager Evaluation for Disciplinary Action • Get Feedback on Worker	

Talent/Performance		
Functional Area	**In Scope (Y/N)**	**Scope**
		• Get Feedback on Self • Give Requested Feedback • Give Feedback • Manage Succession Plan • Assess Potential • Assess My Team's Potential • Manage Competencies

Learning		
Functional Area	**In Scope (Y/N)**	**Scope**
Standalone Lessons	Y	Up to 25
Digital Courses	Y	Up to 75
Media Files Imported	Y	Up to 250
Blended Courses (ILT)	Y	Up to 5
Course Offerings	Y	Up to 5
Campaigns	Y	Up to 4
Campaign Audiences	Y	Up to 4
Topics	Y	Up to 10
Topic/Segment Based Security Groups	Y	Up to 2
Learning Instructors	Y	Up to 50
Learning Assessors	Y	Up to 50
Learning Transformation Survey	N	
Course Cost [*]	N	
Reason Codes for Drop Learning Enrollments, Cancel Learning Enrollments, Waive Learning Assignments, Cancel Course Offering	Y	Up to 5 per each
Programs (curriculums)	Y	Up to 4
Pre-Requisite Courses	Y	Up to 5
Delivered Custom Reports from Workday	Y	Up to 10 Workday delivered custom reports

Learning		
Functional Area	**In Scope (Y/N)**	**Scope**
		migrated from Customer Central
Unit Types [*]	N	
Course Equivalencies	Y	Up to 5
Learning Certifications	N	
Surveys	Y	Up to 2
Validation Rules (Enroll in Content/Drop Learning)	Y	Up to 5
WD Outlook (or Google) Integration for Instructor Led Content	N	
WD Teams Integration for Instructor Led Webinars	N	
Learning Modifiable BP's	• Manage Lesson • Manage Course • Manage Course Offering • Enroll in Content • Drop Learning Enrollment • Cancel Learning Enrollment • Manage Program • Manage Equivalency Rule • Waive Learning Assignment • Campaign Event	

Help		
Functional Area	**In Scope (Y/N)**	**Scope**
Help Case Types	Y	Up to 8 Case Types
Service Teams with Case Team and Confidential Case Solver Assignments	Y	Up to 8
Questionnaires	Y	Up to 2 with a Max of 3 questions per and no branching questions
Service Teams and SLA's	Y	Up to 8 Service Teams with SLA's defined for each
Knowledge Management Categories	Y	Up to 10
Article Audience Rules	Y	Up to 5
Knowledge Management Audience	Y	Up to 5
Feedback Questionnaire	Y	1 for all in scope populations on the Resolve Case BP. No extra to-do's, steps or notifications
Help Custom Reports	N	
Help Custom Security Groups	Y	Up to 8
Help Article Categories	Y	Up to 5
Help Article Audiences	Y	Up to 5 Article Author Segment Security
Help Knowledge Base Administrator and Article author Segment Security	Y	Up to 5
KT on how to create Help Knowledge Base Articles	Y	

Payroll		
Functional Area	**In Scope (Y/N)**	**Scope**
Multiple Jobs [*]	Y	
Pay Groups [*]	Y	**Up to 3**
Bank Accounts and Routing Rules	Y	Up to 2 each
Worker Costing Allocations	Y	Up to **130**
Run Categories	Y	**Up to 1**
Period Schedules [*]	Y	**Up to 3**
Legal Entities (FEIN)	Y	Up to 3
State Tax Authorities [*]	Y	**Up to 5**
Local Tax Authorities	Y	Up to 30
W2 Configuration	Y	
Earning Codes [*] **Up to 5 Complex calculations, e.g. Shift pay by type, etc.**	Y	**Up to 75**
Deduction Codes [*] **Up to 5 Complex calculations, Retirement, Union dues, etc.**	Y	**Up to 75**
On-going Multiple Work Jurisdictions [*]	N	
Payroll Tax Mapping by Locations [*]	N	
Common Pay Agent [*]	N	
Payroll Modifiable BP's	• Settlement Run Event • Assign Pay Group • Payment Release Event	

Optional Workday SKU's:

The Pricing and Payment Schedule provided in this SOW does not include the cost estimate for implementing the following SKU's.

Strategic Sourcing - Expert	
Product	**Scope Included**
Suppliers	Custom field groups and up to 10 custom fields required for the Supplier Profile
Sourcing	• Configured RFx Template(s), including the description, questionnaires & worksheets • 3 RFx templates for Expert
Intake	• Intake Routing Rules (Projects and/or Contracts) • Configured fields included on Intake per Project and/or Contract type • Configured up to 20 Intake Routing Rules
Pipeline Projects	• Edit default fields and configure custom field groups & up to 10 custom fields • Configured up to 3 Pipeline Project Types • Configured Financial Details settings
Supplier Management (SRM)	• Configure Standard Onboarding form. In Scope for Unified Supplier Onboarding (Supplier Connector) only. • Up to 2 custom form templates • Form Approval Groups • Form-to-profile data mapping • Customized Supplier Onboarding Project layout, incl. up to 10 custom fields • Performance Review master template & up to 2 SPM event templates • Customized Performance Review Project layout, incl. up to 10 custom fields
Sourcing Contracts	• Up to 4 Contract Types • Custom field groups; up to 10 custom fields • Up to 10 Approval Groups & up to 20 Approval Rules • Up to 10 Contract Document templates
Customer Data Conversion	• Client is responsible for data conversion for projects or contracts using the WSS Data Importer and self-service instructions on Workday Community. Assistance on the process can be

	provided by the Functional Consultant if added as Additional Scope to the SOW. The same is true for Supplier conversion when the Supplier Connector is not in scope (Supplier Connector syncs suppliers from WD supplier master into WSS)
Strategic Sourcing Supplier Synchronization	The Supplier Connector synchronizes suppliers between Strategic Sourcing and Workday Supplier Accounts.
Contracts Connector	The Contracts Connector synchronizes Contracts between Strategic Sourcing and Workday Contracts.
Award to Requisition Connector	The Award to Requisition synchronizes Awards between Strategic Sourcing and Workday Requisitions

Technical Scope

The information presented below was established based on preliminary conversations with the Client and Avaap's experience with and knowledge of Workday.

Integration Scope

Integration discovery will occur in Phase 0 and will continue through the Plan stage. During the Plan Stage, each existing system will be further analyzed against the functionality included in Workday to determine whether the system will be retired, interfaced, or remain as a standalone system. This review may determine that some integrations will not be necessary moving forward (a result of standardization, data warehouse etc. for example)

The table below lists the anticipated integrations and complexity considered as in scope for this project. Changes to this list could impact the overall effort and cost of the project.

	Integration	Direction	Template	Complexity	Scope
1	Azure Active Directory	Inbound	Web Service	Medium	Avaap
2	Azure Entra SSO	SSO	SSO	Low	Avaap
3	ServiceNow Employee Demographics Outbound	Outbound	Connector	Medium	Avaap
4	ServiceNow Contingent Workers Inbound	Inbound	Studio	Medium	Avaap
5	UKGPro-WFM Employees Outbound	Outbound	EIB	Medium	Avaap
6	UKGPro-WFM Time Entry Inbound	Inbound	Studio	Medium	Avaap
7	BonFire (Bid Solicitation System) Outbound	Outbound	EIB	Medium	Avaap
8	BonFire (Bid Solicitation System) Inbound	Inbound	Studio	Medium	Avaap
9	Wells Fargo Payroll ACH Outbound	Outbound	Connector	Very Low	Avaap
10	Wells Fargo AP ACH Outbound	Outbound	Connector	Very Low	Avaap
11	Wells Fargo Positive Pay Outbound	Outbound	EIB	Medium	Avaap
12	Wells Fargo BAI2 Inbound	Inbound	Connector	Very Low	Avaap
13	Wells Fargo Wire Outbound	Outbound	Connector	Low	Avaap
14	Wells Fargo Virtual Card Payments-single use cards - APC File	Outbound	Connector	Medium	Avaap
15	Wells Fargo Payroll Prenote	Outbound	Connector	Very Low	Avaap
16	JP Morgan P Cards Inbound	Inbound	Connector	Low	Avaap
17	Faster Fleet Management Inbound	Inbound	Web Service	High	Avaap
18	ActiveNet JE Inbound	Inbound	Connector	High	Avaap
19	IHS Invoice Inbound	Inbound	Studio	Medium	Avaap
20	BizLibrary Employee Outbound	Outbound	EIB	High	Avaap
21	BizLibrary LMS Inbound	Inbound	Studio	Medium	Avaap
22	SQLServer Outbound	Outbound	EIB	High	Avaap
23	UHC Medical Dental Vision Outbound	Outbound	Connector	Medium	Avaap
24	UHC FSA Outbound	Outbound	Connector	Low	Avaap

25	UHC Rx Outbound	Outbound	Connector	Low	Avaap
26	Optum HSA Enrollment	Outbound	Connector	Low	Avaap
27	Optum HSA Contributions	Outbound	Connector	Low	Avaap
28	Optum Behavioral Health EAP	Outbound	Connector	Low	Avaap
29	UnitedHealthcare COBRA (Initial Rights)	Outbound	Connector	Low	Avaap
30	UnitedHealthcare COBRA (Qualifying Events)	Outbound	Connector	Low	Avaap
31	Symetra ADD Critical Illness	Outbound	Connector	Medium	Avaap
32	MetLife Legal Plan (MetLife: Insurance, Voluntary Products)	Outbound	Connector	Low	Avaap
33	ACA 1095	Outbound	Connector	Very Low	Avaap
34	AllState Identity Theft	Outbound	Connector	Low	Avaap
35	Nationwide Pet Insurance	Outbound	Connector	Low	Avaap
36	SSA W2 Outbound (3 EINs, 3 files)	Outbound	EIB	High	Avaap
37	Hexagon/RMS GL Inbound	Inbound	Connector	Medium	Avaap
38	Odyssey (Court template) GL Inbound	Inbound	Connector	Medium	Avaap
39	1 Custom PO BIRT Layout	BIRT	BIRT Report	Very Low	Avaap
40	Amazon Punchout	Bi-Directional	Connector	Very Low	Avaap
41	Amazon PO Invoice	Inbound	Connector	Very Low	Avaap
42	Punchout 2 - Client Owned	Bi-Directional	Connector	Very Low	Client
43	PO and Invoice Connector 2 - Client Owned	Inbound	Connector	Very Low	Client
44	Punchout 3 - Client Owned	Bi-Directional	Connector	Very Low	Client
45	PO and Invoice Connector 3 - Client Owned	Inbound	Connector	Very Low	Client
46	TCDRS Retirement Outbound	Outbound	Connector	Medium	Avaap
47	TCDRS Retirement Inbound	Inbound	Studio	Medium	Avaap
48	Nationwide 457b Outbound	Outbound	Connector	Medium	Avaap
49	Nationwide 457b Inbound	Inbound	Studio	Medium	Avaap
50	E-Verify Outbound	Outbound	Connector	Low	Avaap

Integrations that cannot be implemented using the Workday Integration Technology as described in this table will result in a Project Change Order for the additional services required.

Data Conversion Scope

The following tables depict the tenant builds for the phases of the project:

Deployment Phase 1 – Platform
Foundation Tenant
End to End Tenant
Gold/Pre-Production Tenant

Project will use the Alteryx tool to support data conversion, and Avaap will provide experienced resources familiar with the libraries, templates, and development of the Alteryx migration tools. Avaap has included 3 Alteryx licenses for a duration of 1 year. These resources are focused on moving the data from the extract files to the intermediate tables prior to the migration via Alteryx.

Avaap Data Conversion Responsibilities

1. Provide guidance on data gathering, population of the Avaap provided data conversion templates/file specs, and performing required data clean-up efforts;
2. Utilize the Client-established secure FTP site ("sFTP") for data conversions. This site can also be used to collaborate on sensitive test data with vendors during the implementation;
3. Load data gathered into the Workday Tenants, and
4. Provide guidance on data validation practices including knowledge transfer on how to use the Workday data audit reports.
5. Provide the client with technical support to extract necessary data from its legacy systems if direct access to legacy systems can be provided either via database connection or API connection. If direct access to the legacy system cannot be provided, Avaap will work closely with the customer to identify alternative methods to connect to and extract the legacy data, which may include more customer involvement and manual processes depending on the options available.
6. Provide the client with technical support to populate and supply data in the Avaap-prescribed format ensuring data is cleansed and duplicate values removed. Failure to properly populate the data templates by scheduled due dates may impact the project schedule and Go-Live timing.
7. Provide the client with technical support to provide mapped data that is complete, accurate and de-duplicated;
8. Provide the client with technical support to ensure clean and correct validated data, in accordance with the project schedule;
9. Provide the client with technical support for data gathering responsibilities in a timely manner as determined in Plan Stage;

Client Data Conversion Responsibilities

1. Provide a secure sFTP site, before the build of the Foundation Tenant, for data conversions or sharing sensitive data;
2. Provide subject matter experts for legacy system data;
3. Develop data mapping and crosswalks between conversion and legacy system data elements, and Workday system objects;
4. Responsible to provide the necessary access to raw data from legacy systems, either directly to the legacy system tables or raw data file extracts in the format specified by Avaap. The optimal data connection methods (ODBC database connection, API, other) for extracting legacy data from each required legacy system for conversion will be assessed and confirmed during initial discovery

sessions with the customer. Avaap's preferred and most optimal methods for connecting to legacy data are via ODBC database connection or API connectivity if possible. If those methods are not possible, Avaap will work closely with the customer to identify alternative methods to connect to and extract the legacy data, which may include more customer involvement and manual processes depending on the options available.

5. Provide raw legacy data access to the Avaap team adhering to deadlines jointly established in the project plan and tenant build schedules, allowing sufficient time for Avaap data specialists to carry out transformation and population of the Avaap data templates.
6. Manually convert certain data (including non-electronic data and certain failed conversion records);
7. Verifying the accuracy of the data extracted and, in the Tenant, once loaded. After the data is loaded, validate the quality and integrity of the converted data, and provide corrected data when needed;
8. Perform its data gathering responsibilities in a timely manner as determined in Plan Stage;
9. A data freeze is required so that Client's current data as of a specific date can be loaded into the Gold Tenant.
10. Enter any "catch-up" transactions in the Parallel Tenant (copy of E2E) and Gold Tenant, that have occurred since the legacy system snapshot/freeze for each respective build.
11. Manual conversions done by client resources will be utilized when Avaap and Client agree the volume is too low to justify the cost of developing an automated conversion program for specific data sets.
12. Each data file is allowed a maximum of 3 data load attempts per data load cycle (tenant build). More than 3 data load attempts may be considered a Change Order Event.

Avaap's Enhanced Data Conversion/Extraction Support Services

For this project, Avaap has included hours to provide enhanced Client-side data conversion services. This service is designed to provide additional support for the Client as they work to execute the Client responsibilities during the project.

Avaap will provide data conversion support services where we will support the process of client-side data extraction and transformation tasks required for the Workday conversion. The customer is responsible for:

- Providing field mappings to your legacy system from the target Workday workbooks (provided by Avaap) to accurately locate the required legacy data,
- Providing access to the required raw tables or raw data file extracts from your legacy system,
- Validating the extracted data, and
- Providing knowledge support as needed regarding the legacy system being converted.

Avaap will assist the Client to implement workflows that take the data from the required raw data tables or files, transform the data into the required Workday format, and implement automated standard data quality audits to assist with validations. These data workflows will be developed using tools and processes that can be automated and are repeatable to ensure consistency and reduce errors for future conversion cycles.

There are two key phases for migrating legacy data to Workday:

Data Extraction, Cleansing and Standardization

1.) Scope – Avaap will use the field mappings provided by the customer to build repeatable workflows that connect to the raw data and implement required data profiling, cleansing and standardization

routines to get the required legacy data into clean, consolidated simplified intermediate tables/files, prior to implementing transformations specific to getting the data into the required, target Workday format. This will allow the customer to conduct validations of the data in this simplified format to validate the quality of data being fed into the final, Workday specific transformation procedures in phase. Standard, automated data quality audits will be incorporated into these workflows to assist the customer with data validation. During this phase Avaap will work with the customer subject matter experts of the legacy system to ensure our understanding of the required legacy data structures and mappings while implementing these workflows.

2.) Output – Consolidated, standardized and simplified intermediate tables/files

Workday Target Workbook Data Transformation

1.) Scope – Avaap will build repeatable processes that connect to the intermediate tables from phase 1 and implement Workday specific data transformations and output into the format required to be loaded into the Workday tenant. Avaap will then work with the customer to conduct validations of the final outputs prior to loading into Workday. Standard, automated data quality audits will be incorporated into these workflows to assist the customer with data validation.

2.) Output – Final populated Workday template for conversion

Financials Data Conversion Scope:

Functional Area	Conversion Item	Scope
Financial Accounting	Beginning Balances	Beginning balances.
	GL Detailed Journals	1-year detailed journals.
Banking & Settlements	Outstanding Checks	Unreconciled checks at point of cutover date.
	Opening Bank Balances	Load prior cutover month bank statement.
Budgets	Budget	Beginning operating budget for current FY, including any amendment necessary to reflect the current balance.
Procurement & Supplier Contracts	Purchase Orders	As needed at point of cutover; un-invoiced/un-receipted purchase order lines only.
	Supplier Contracts	All outstanding contract balances. Excludes: Lease contracts
Suppliers & Supplier Accounts	Suppliers	Active suppliers with payments within the last two fiscal years;

Functional Area	Conversion Item	Scope
		includes associated remit-to and order-from connections; USD currency only. Excludes: Non-US addresses; non-US supplier settlement accounts. Non-US suppliers will be handled manually, as needed, at point of cutover.
	Approved/Unpaid Supplier Invoices	As needed at point of cutover; Accounting Date will be set to first day of first period opened in WD for transacting. Excludes: Future dated invoices
	Active Recurring Supplier Invoices	Manually entered by Client at point of cutover as needed.
	Outstanding Supplier Invoice Adjustments (Credit Memos)	Manually entered by Client at point of cutover as needed.
	1099 Adjustment	All 1099 payments from January 2026 – December 2026 related to converted suppliers.
	Supplier Invoice History	Up to two years of invoice history related to active converted suppliers; for duplicate supplier invoice purposes only – not at transactional/accounting level.
Expenses	Worker Payment Elections (Expenses)	Expense payment elections for active worker; Payroll balance election will be used to load expense payment election for all workers, when possible, per statutory requirements
Business Assets	Business Assets	All active assets capital and non-capital only. Excludes: Intangible assets

Functional Area		Conversion Item	Scope
Projects		Projects	All active projects at point of cutover including capital projects. Excludes: Billable Projects (separate Workday SKU not purchased or needed by Client). Note: Project WIP balances will be converted via the GL balance conversion without the Project worktag – balances will be manually allocated via journal entry to Projects converted into the tenant.
		Project Budgets	Beginning project budgets at the point of cutover.
Customer Accounts & Contracts		Customers	Active customers with receivables/payments within the past year.
		Customer Contracts	Active contracts at the point of cutover.
		Unpaid Customer Invoices	Open invoices at the point of cutover.
		Customer On-Account Balances	On-account balances at the point of cutover.
Grants	Sponsors	Up to 50 Sponsors or Grantors	
	Awards	Up to 50 active awards along with their grants, award schedules, and award budgets at the point of cutover.	
	Inception to Date Grants GL Conversion	Inception to date balance conversion for all converted awards	
	Grants AR Conversion	All Open AR Balances and On-Account Balances for converted awards	

HCM & Payroll Data Conversion Scope:

Functional Area	Scope	Population
HCM	**Current Job/Position details:** Job profile, time type, default and scheduled hours, work shift, location, position ID, position title, business title, employee contracts and contingent worker supplier, rates **Current Organization assignments:** Company, cost center, region, custom organizations, retiree, supervisory organization (single 'terminated' org for all terminated workers) and pay group. **Service dates:** Original hire date, most recent hire date, position start date for conversion, continuous service date, termination date (most recent for current terminations only) and all other Workday delivered service dates. **Current biographic data:** Legal and preferred name, date of birth, date of death, gender, disability status, ethnicity, marital status, citizenship status, military status, **Current ID information:** License, visa, passport, national ID, additional government IDs and custom IDs **Current contact information:** Home address and home and work telephone, email, and web address	Active Employees Contingent Workers, Retirees and Employees paid within current calendar (go-live) year.
Transactional HCM	Transactional history conversion is excluded.	
History from a Previous System	**Job History:** 1 Year of employee job/position history to be converted to Workday's job and position history from a previous system area. If the Client would like to load additional years training will be provided to Client to load additional years. **Compensation History:** 1 year of employee compensation history to be converted to Workday's compensation history from a previous system area. If the Client would like to load additional years training will be provided to Client to load additional years.	Active Employees, Retirees and Employees paid within current calendar (go-live) year.
Compensation	**Current Compensation data:** Most recent effective date of compensation change, compensation grade and grade profile, compensation step (if included in compensation scope), base pay amount and plan (salary or hourly), merit plan and allowance. **One-Time Payments:** History excluded	Active Employees
Benefits	**Related Persons:** Dependents and beneficiaries (including trusts) associated with a worker. **Current Benefit Elections:** Current healthcare, insurance, spending account, health savings, retirement and additional benefit elections and associated dependents and beneficiaries. **Affordable Care Act (ACA) History:** Current year medical election changes and ACA hours & wages to support ACA reporting.	Active Employees

Functional Area	Scope	Population
	Excludes: Emergency Contacts	
Absence Management	**Leaves:** Current leave event data for employees on leave and leave activity for previous 12 months **Carryover Balances:** Current absence plan balances at time of cutover	Active Employees
Payroll	**Payroll History:** Current YTD for each earning, deduction and tax jurisdiction including gross wages, taxable wages, and subject wages, for federal, state, and all local taxes for both employee and employer reconciled to tax returns loaded as quarterly data. **Tax Elections:** Current employee tax elections for federal, state, and local tax withholdings such as married, single, allowances, and number of exemptions and tax treaties. **Additional Payroll Data:** Payment elections and costing allocations. Excludes: Withholding Orders and Deduction Recipients	Active Employees, Retirees and Employees paid within current calendar (go-live) year.
Recruiting	**Active Job Requisitions:** Current active job requisitions **Candidates and Prospects:** Excluded	Active Job Requisitions

Workday Historical Data Scope

Historical data from the Client's legacy ERP system will be converted and stored in a data repository that can be accessed and reported. Avaap will work with the Client during the Phase 0 – Early Planning stage to analyze and recommend an appropriate data archival solution.

Description	In Scope (Y/N)	Scope
Worker Historical Staffing Data Storage and Reporting	Y	During Plan and Architect & Configure (A&C) stages Avaap will present our proprietary Historic Staffing data template for population by the customer from legacy system(s). This use case is intended to support Client's data retention requirements. At the beginning of the Phase 1's Architect & Configure stage, Avaap will lead 1-day working development session to support Client report teams with initial Prism report development activity. Avaap will lead a design session explaining the data to be collected for import into Prism. Avaap will then create Prism datasets to merge historical data with ongoing Workday transactions. Avaap will provide a pre-developed custom report that can be used to merge historical data and ongoing Workday transactions. This report can be later modified to include prompts, filters, etc. and/or incorporated onto Worker profile page. Avaap will conduct knowledge transfer through the deployment of this use case for Customer to be able to leverage Prism in Post Production. **Prism Assumptions:** 1. Prism Analytics is not designed for use with PCI or PHI data and any such data will be out of scope. Avaap's delivered use case will not request this information/data but identified future use cases should not include these data elements. 2. Client must provide data necessary for use case in requested format. Avaap does not provide any data. 3. Client is responsible for data cleanup prior to data being loaded into Prism. Client will make available resources familiar with external data. Prism use case tracker will be established for capturing and estimating future use cases. Additional use Cases will be identified, documented, prioritized, and estimated by

		the Avaap Prism Lead and can be added to scope via a Change Order.

Reporting Scope

At the point of executing this SOW, Workday delivers over 5,500 standard reports within the solution. That list of delivered reports will grow and evolve during the life of the project. Our assumption is that the Client will adopt as many reports "as delivered" as possible.

During the project the Avaap team will enable delivered security for all Workday standard reports related to the configuration scope above. This should resolve many of the traditional reporting needs.

We also recognize the importance of reporting within the Client's operation. As such, we have allocated **400 hours** to support to assist Client in building custom reports. The hours allocated by Avaap to support the Client should provide sufficient effort to assist Client with creating the custom reports defined below. If additional reports are needed, a Change Order will be executed to increase scope.

Requirements for custom reports must be complete before the end of A&C, changes to report repository require formal change control after that milestone.

Change Management Scope

Avaap's organizational change management (OCM) **OCM Core Advisory & Training** service is outlined below and describes the OCM activities and deliverables as well as delineating responsibilities between the Avaap OCM project team and the Client OCM team. **We have allocated 1,280 hours toward this effort.** This service level assumes that the client will resource an OCM team to execute the change strategy.

This list represents the high-level scope of Avaap's OCM effort for this project. The hours estimated for the Avaap OCM resources cover the activities and work outlined in the chart below for the implementation. Detailed activities and assignments will be finalized as part of the OCM Project Planning Activity listed in the Plan phase below.

The table also includes RACI information for these high-level activities and deliverables:

- R = Responsible
- A = Accountable
- C = Consulted
- I = Informed

	Activity	Avaap Responsibilities	Avaap	Client Responsibilities	Client
Pre-Plan Stage	**OCM Discovery and Operating Routines**	Assess client background materials (organization charts, current state documentation, etc.), conduct OCM intake interviews, establish OCM team roles and responsibilities, and schedule recurring workstream meetings	RA	Provide background materials and coordinate/participate in discovery sessions	R
	OCM Timeline and Activities	With input from client, draft the OCM timeline and major milestone activities and incorporate into the overall project plan as appropriate	RA	Contribute to, review, and approve the OCM timeline and associated activities	C
	Leading Change Workshop	Partner with the client to determine the need to (and) deliver a customized change management workshop to organizational leaders on change principles and concepts, leading others through change, connecting with stakeholders, and an overview of Avaap's change management approach for the Workday implementation.	RA	Partner with Avaap to assess the need for a Change Leadership workshop, provide organizational insights, and facilitation/logistical support to the development and delivery of the workshop.	R
Plan Stage	**Organizational Assessment**	Lead and partner with client's OCM Lead to assess organizational culture, value systems, history of managing change, stakeholder readiness and capacity to undergo a transformational change	RA	Partner with Avaap OCM Lead to assess organizational culture, value systems, history of managing change, stakeholder readiness and capacity to undergo a transformational change	R

	Workday Readiness Workshops	In collaboration with Avaap EM and Client OCM Lead, develop and conduct onboarding workshops for project team functional leads and SMEs to prepare the team for life on a Workday implementation.	RA	Partner with Avaap OCM Lead to review, edit, and deliver content to the project team.	R
	Sponsor Assessment	Identify and assess the traits of the primary change sponsor(s) accountable for the change.	RA	Partner with the Avaap OCM Lead to identify and assess the primary sponsor(s) accountable for the change.	R
	Stakeholder Interviews	Advise on approach and provide execution of stakeholder interviews; Conduct up to 25 stakeholder interviews and summarize results (themes, risks, and opportunities)	RA	Contribute to stakeholder interview approach, schedule and conduct any additional stakeholder interviews as necessary, and analyze/summarize results (themes, risks, and opportunities)	R
	Communications Channel Analysis	Advise and partner with client's OCM Lead to assess communication needs, channels, and ability to deliver key messages to determine the communication effort required to support the transition to future state.	RA	Partner with the Avaap OCM Lead to inventory and evaluate organizational and departmental communication needs, channels, and information flow.	R
	Change Impact Assessment	Advise the client's OCM lead on the documentation and analysis of change impacts and use of a change impact analysis tool	RA	Partner with Avaap OCM lead to document and analyze change impacts	R
	Risk & Resistance Assessment	Advise and partner with the client's OCM Lead to determine and anticipate identifiable risks to the proposed change	RA	Partner with Avaap OCM Lead to determine and anticipate identifiable risks to the proposed change	R
Architect & Configure Stage	**OCM Strategy**	Develop the OCM strategy for the project, review with client and secure alignment and approval	RA	Partner with Avaap OCM Lead as resource in the development of the OCM strategy for the project, obtain approval, and readout to project team	R
	OCM Plan (V1)	Develop the initial version of the OCM Plan and integrate the plan into the overall project plan. NOTE: the OCM Plan should be viewed as a living document that will be reviewed and modified as needed in	RA	Partner with the Avaap OCM lead on the development of the initial OCM Plan. Review and approve the plan.	R

		response to the project and end-user needs.			
	Stakeholder Engagement Plan	With input from client, develop the initial engagement approach and plan	RA	Partner with Avaap OCM Lead to develop engagement approach	R
	Communications Plan	With input from client communication lead, develop the initial communications approach and timing	RA	Partner with Avaap OCM communications lead to develop communications approach and timing	R
	Communications Content	Advise on the development of communication content, provide guidance on key messaging and survey content to assess engagement effectiveness	C	Develop and deliver communication content; review, edit and deliver surveys, provide results for analysis to Avaap OCM lead (depending on survey tool used)	RA
	Change Agent Network Plan	Advise and partner with client's OCM lead on the structure and deployment of a change agent network	R	Partner with Avaap OCM lead to develop change agent network approach, recruiting plan, and project plan	RA
	Change Agent Network Content	Advise the client's OCM lead on content and topics for recurring change agent network meetings	C	Develop and deliver content for change network meetings, Schedule and lead/host change agent network meetings	RA
	Change Impact Analysis	Partner with client's OCM lead on the review and analysis of project configuration changes and advise on changes to communication plan, engagement plan, change network plan, and training plan.	R	Participate in Foundation Alignment Sessions and Customer Confirmation Sessions to listen and capture end user change impacts. Review RAIDQ as needed and necessary. Maintain change impact log. Update communication, engagement, change network, and training plan as needed.	RA
	Training Needs Analysis	Conduct learning needs analysis for Workday users. Key outcomes include program definition, training requirements, best delivery channels for stakeholders, need for role-based training, understanding of current state of technology and processes and current internal training development capabilities, and type of content necessary and mechanism for development.	RA	Partner with Avaap OCM lead to conduct training needs analysis	R
	Learning Intake Sessions	Advise and partner with the client's OCM Lead on development and facilitation of	R	Partner with Avaap OCM Lead to develop and lead learning intake sessions with each	RA

		learning intake sessions to validate change impacts		workstream to capture and validate change impacts	
	User Adoption Metrics	In partnership with client, define user adoption metrics	R	Partner with Avaap OCM lead to determine user adoption metrics, baselines, responsibilities, and routines	RA
	Training Approach (End User Training Strategy)	Lead, in partnership with client's training lead, the development of a training approach for employees and managers	RA	Partner with Avaap OCM lead to develop training approach, obtain approval, and readout to project team	R
	Curriculum Plan	Partner with client to lead the development of a curriculum plan for employees and managers	RA	Partner with Avaap OCM lead to develop training curriculum plan, obtain approval, and readout to project team	R
Test Stage	**Training Plan**	Develop initial Training Plan recommendation, partner with client on the final roll out plan for end user training	R	Partner with Avaap and finalize a training roll out plan for end users	RA
	Training Material Development	Lead the development of training material for employees and managers as outlined in the training curriculum plan, and the finalizing of material post WES as appropriate	RA	Parter with Avaap on the input, creation, review and approval of material for employees and managers, finalize material post WES and post material to training site (TBD).	R
	Workday Experience Sessions (aka Training Pilot)	Advise on the execution of WD experience sessions and advise on incorporating feedback into all OCM and training plans and materials as appropriate	C	Manage logistics in partnership with PMO, facilitate/lead the execution of the WD experience sessions, gather feedback, update training materials as needed and necessary.	RA
	Future State Sustainment	Partner with client's OCM lead to plan sustainment considerations, including but not limited to new hires and release management	R	Partner with Avaap OCM lead to develop sustainment plan in partnership with client's internal functional resources	RA
Deploy Stage	**Adoption Activities**	Partner with the client on planning and development of adoption activities	R	Partner with Avaap OCM lead to develop and deliver/lead adoption activities	RA
	Transition Plan	Develop approach to transition OCM plan to client post go live	RA	Partner with Avaap OCM lead to develop approach to transition OCM plan to client post go live	R
	Training Delivery	Advise on training delivery for employees and managers; provide guidance on trainer selection and train-the-trainer	C	Coordinate and deliver all training (train-the-trainer)	RA
	Organizational Readiness	Partner with client OCM Lead to develop approach for	R	Develop, edit, review and execute organizational	RA

		assessing organizational readiness; recommend updates to organizational plans and activities based on results		assessment and analyze data, adjust launch plan as appropriate for effectiveness	
Post-Production Stage	**Celebrate Success**	Advise client OCM Lead to plan go live celebration and recognition of team accomplishments.	C	Partner with Avaap OCM Lead to plan and execute go live celebration and recognize individual and team accomplishments.	RA
	User Satisfaction Surveys	Partner with client to design questions and approach for end user satisfaction surveys	R	Contribute to end user satisfaction survey approach and question development and execute end user satisfaction surveys	RA
	Conduct Lessons Learned	Develop approach and execute the evaluation of the success or adoption outcomes of the OCM program, record learnings and share improvements for future endeavors	R	Partner with Avaap OCM Lead to review, edit, deliver lessons learned, and report back to the change sponsor	RA
	Change Agent Network Closeout	Advise on final meeting of change network, appreciation measures, feedback	C	Partner with Avaap OCM Lead to develop and host final meeting with change agent network, facilitate recognition and experience feedback	RA
	Operationalize Future State Sustainment Plan	Transition ownership of OCM to client according to sustainment plan approach	R	Client takes ownership of OCM activities	RA

Items Out of Scope

The following items shall be considered outside the scope of this SOW. Avaap can provide these services, pending execution of an amendment.

- Training content for non-Employee Self Service (ESS) and Manager Self Service (MSS) functions.
- Complex, interactive e-learning content; e-learning content in-scope will be limited to editing of video content from the Workday Adoption Kit or minor editing of recorded virtual training sessions.
- Training logistics, including identification and scheduling of physical training space, procurement of laptops or other technology required for training, scheduling of participants for specific sessions, completion tracking, import of any self-paced training materials into a learning management system (LMS).
- End User Training Delivery

Assumptions

- Any extensions to the project timeline or functional scope additions must be evaluated to determine impacts to the Change Management Services and may result in an impact to the project scope should additional support be required. The Change Management tasks and activities listed in this table (above) applies only to the timeline and functional scope outlined in this SOW.

- The Change Management service is intended to accelerate end-user adoption of Workday and does not include support for concurrent initiatives or broader transformation efforts. The scope of this service is limited to the tasks in the above table. Any organizational design, Standard Operating Procedure (SOP) development, operating model or job role redesign work is out of scope for this service and wholly owned by the Customer.
- Client has an active subscription to the Workday Adoption Kit and will provide access to Avaap resources defined in this SOW.
- Client will provide appropriate access to non-production Workday tenants and other project-related resources that may be required to fulfill this SOW
- Client will ensure the timely availability of its resources who may be required to provide input, review, and approve the deliverables specified in this SOW.

Project Management Scope

Avaap will provide project management services throughout the duration of the project to meet expectations defined in the Project Charter which will be mutually developed and approved by the Client during the Plan stage of the project. The Project Charter provides authorization for the Project and identifies project goals, objectives, scope, governance structure, acceptance criteria, roles, and responsibilities. The Project Charter typically includes the following:

- Project Scope (SOW serves as key input to the scope)
  - Business Need
  - Project Objectives and Justification
  - Scope Description
  - Project Schedule (Mid-Level)
  - Project Constraints
  - Project Exclusions
  - Project Assumptions
  - (Known) Projects Risks and Mitigation
- Governance
  - Guiding principles
  - Governance model
    - Executive Sponsors
    - Steering Committee Structure
    - Issue and Decision Escalation & Timing
    - Acceptance Criteria
  - Change Control processes and procedures.
- Project Management
  - Expectations for project management include meeting cadence, meeting protocols, project tools, status reports, risk management, quality assurance and delivery assurance.
  - Methodology
  - Time entry, invoicing, and payments
- Roles and Responsibilities
  - Project team Organizational Chart
  - Project Team Roster & Responsibilities
- Project Communication Plan
  - Reports and meeting overview
  - Weekly cadence of meetings and reporting activities
  - Monthly Steering Committee cadence

- Project Charter Approval
  - Version Control

The Avaap Engagement Manager (EM) will establish a framework for project planning, communications, reporting, procedural and contractual activity, and other activities associated with the Services, and will:

1. Review the SOW and the contractual responsibilities of both Parties with the Client Project Manager;
2. Maintain project communications through the Client Project Manager;
3. Coordinate the establishment of the project environment;
4. Establish documentation and procedural standards for deliverables;
5. Prepare and maintain the Avaap project plan which may include, an accounting of tasks, schedules, and resources.
6. Coordinate and discuss the activities of Avaap project personnel;
7. Schedule and conduct regularly scheduled project status meetings;
8. Review current Project Plan status, prior deliverables completed during the last reporting period, Project Plan for the next 90 days, schedules for the next 30 days, resources, and expected travel and incidentals within the next 21 days, and make changes or additions, as appropriate for Client's approval;
9. Measure and evaluate progress against the Avaap project plan with the Client Project Manager;
10. Communicate new or unresolved Project Change Orders per the process defined in the Project Control Change Procedure;
11. Work with the Client Project Manager to address and resolve deviations from the Avaap project plan following the Escalation Procedure;
12. Review the Avaap standard invoice format and billing procedure to be used on the project with the Client Project Manager;
13. Coordinate with Workday, on behalf of Client, to mitigate identified risks and confirm the project adheres to the Workday methodology;
14. Administer the Project Change Control Procedure with the Client Project Manager;
15. Perform Avaap roles and responsibilities as indicated in Appendix D, "Detailed Project Roles".

Appendix B: Avaap Elements Implementation Methodology (based on Workday Launch Plus)

The overall guiding philosophy of the project assumes that the Client will standardize business processes to the greatest extent possible delivered by Workday to streamline operations and provide efficiencies across the organization. As part of the implementation Avaap will identify and recommend industry best practices for the Client's Workday solution.

Elements Methodology

The Avaap Elements Deployment Methodology, (based on Workday Launch) consists of the following four stages Plan, Architect & Configure, Test, and Deploy. It also includes Postproduction Support (each, a "Stage"). At the conclusion of each Stage, Avaap will work with the Client to obtain sign off before proceeding to the next Stage.

The Services and work products within each Stage of the methodology are explained below. Work products and the respective responsible parties are listed for each Stage.

Prior to the beginning of the first project Stage, Plan, Avaap works with the Client to execute Phase 0 activities.

Phase 0 – Pre-Project Planning

The Phase 0 activities are labelled as "Pre-Project Planning" because they include workshops and exercises that are typically completed before the formal kick-off of the Workday methodology. During Phase 0, Avaap and Client will focus on elements such as leadership workshops, strategic alignment, project planning, and resource planning to help Client prepare for the Workday project. The goal for this phase is to set the proper expectations for the project, to align leadership to the vision for Workday, and to establish the proper priorities to account for other on-going Client initiatives that may create contention for resources. This phase also provides an initial checkpoint for Client project readiness and minimizes inefficiencies once the implementation team is fully engaged.

Prerequisites

- Acquisition of appropriate software solution from Workday.
- Execution of the Statement of Work by both Avaap and Client

Phase 0 - Outcomes:

- Client's Resource Workday Training Plan
- Project Vision
- Guiding Principles
- Project Success Indicators
- Compensation Grade Discovery
- Data Strategy Roadmap
- SharePoint Procurement Requisition Discovery & Analysis

Workday Phase 0 Workshops Overview
Program Director Pre-Planning Guidance Sessions • The Avaap Program Director and Engagement Manager will meet with the Client to provide guidance on topics such as project expectations, establishing and enforcing project governance, project documents, Client project team and resource planning, and project/PMO setup. • The Avaap Program Director and Engagement Manager and technical team will meet with the Client to conduct Integrations and Reporting alignment reviews.
Organizational Change Management Workshop • The OCM Architect reviews organizational change management principles, seeks to understand from the client the potential barriers to change and people readiness for change, and discusses how change management processes apply to a Workday implementation and align to the project stages.

Data Strategy Roadmap
• **The data strategy initiative will help** the Client **best develop an effective approach to effectively assess, plan and coordinate an execution effort to move** approximately **300GB of Oracle EBS data to a future-state location.**
• **This workshop will enable Avaap to begin detailed discussions with** the Client **regarding their current and future uses of the Oracle EBS data.**
  ○ **Avaap will schedule and facilitate a 2-hour Executive Workshop with key** Client **stakeholders**
  ○ **Avaap will be able to also inventory additional data sources that** the Client **may envisions for data retention and future use needs.**
  ○ **Avaap can help support education and awareness building to help Williamson County understand approaches to unify their enterprise data sets with Workday data sets for future-state opportunities**
• **Avaap will develop a Phase 0 readout deliverable that aims to depict our workshop session summary, observations and potential future-state data opportunities**.
• **Mid-Workday Program Data Checkpoint - Avaap envisions working with Client via a data strategy checkpoint workshop within 8-12 months after the original Phase 0 workshop. We foresee high-value in this checkpoint workshop as we expect the Client will have greater insights into the core needs and data capabilities required for the Client to continue driving its transformation goals. Our intention here is to continue to refine and develop a data strategy for the Client that provides even more granular insights how the Client can execute a data retention effort for its Oracle EBS environment**:
  ○ **Avaap will schedule and facilitate a 4 – hour workshop with the Client data leaders to capture net new and more granular requirements specific to the Oracle EBS data retention initiative and other systems data sets that may need retained as well.**
  ○ **Avaap envisions working with the Client's data and IT teams to develop more detailed future-state architecture and platform designs that help conceptualize representative of the Client's future state needs.**

○ **Avaap will develop a more granular set of deliverables that aims to provide more project specific activities to the data retention initiative.** ▪ **Avaap will provide more relevant information regarding technology decisions, resourcing needs and cost profiles related to this data retention initiative.** ▪ **Avaap will provide more relevant information regarding technology decisions, resourcing needs and cost profiles related to this data retention initiative as a part of this deliverable packet.**
SharePoint Procurement Requisition Discovery and Analysis • **SharePoint functionality** outlined below **will** be reviewed and analyzed during the Pre-Planning stage to determine if Workday functionality can provide a viable solution to replace SharePoint or work in conjunction with SharePoint. Note: we may also determine that Workday is not an appropriate solution to replace SharePoint, at this time. • **Our understanding of the SharePoint functionality includes:** ○ **Purchasing ticket/request system** ○ **Approval workflows** ○ **Dashboard (tracking request status by buyer)** ○ **Reports and Dashboards that track order status and completion percentage** • **Key request types:** ○ **Requisitions** ○ **Contracts** ○ **Sole Source** ○ **Solicitations** • **Other workflows currently managed within SharePoint:** ○ **Asset assignments (keys, badges, P-cards via ServiceNow)** ○ **Internal purchasing requests** ○ **Travel and training** ○ **Vehicle specification requests** ○ **Copier requests**

Plan Stage

- This Stage of the project formally documents the project goals, scope, timeline, and milestones that will be executed as part of the complete project plan.
- The Plan Stage defines the project team members, and the roles and responsibilities that shall be performed in accordance with the Avaap project plan, communication strategy, and deployment methodology.
- Final resource assignments will be confirmed in the Plan Stage.
- The Stage starts with a project orientation meeting to begin the project planning activities and concludes with a formal project kickoff at the end of the stage for the larger project team.

The following table provides an overview of tasks and activities to be completed during the Plan Stage.

Stage	Avaap Responsibilities	Client Responsibilities
Plan	• Assemble the Avaap project team and introduce to Client counterpart(s). • Review Elements Approach, Scope, and integration discovery document with Client. • Schedule recurring project meetings and status reporting • Jointly schedule planning sessions • Conduct project planning sessions. • Create the Project Plan • Establish a regular cadence of meetings including attending the steering committee meetings. • Create the integration tracker and associated dashboard. • Send FDM preparation email to Client FDM lead(s) • Conduct Foundation Data Model sessions. • Provide FDM data gathering and configuration workbooks, and assist with questions regarding mapping of data to Workday data model. • Conduct FDM data extraction and populate data gathering workbook(s) • Present standard Workday high-level data conversion strategy and plan • Jointly schedule Foundation Alignment Sessions (SMEs planning for design) • Jointly create the executive presentation for project kickoff meeting • Send Discovery Log to Client SMEs for population. • Schedule Functional Discovery Sessions • Review Discovery Log once populated by Client and execute Discovery Sessions • Receive provisioned tenant from Workday.	• Identify and provide project team and project SMEs. • Identify stakeholders, sponsors, and system administrators. • Establish and attend monthly Steering Committee meetings including Avaap Engagement Manager (Avaap EM) • Participate in planning sessions. • Provide input into the Project Plan • Provide integration requirements and existing sample files. • Notify third-party vendors for integrations and obtain agreement to project timelines. • Provide third-party vendor contact information. • Work with Avaap to set up the SFTP site for sharing confidential/private employee data • Provide FDM pre-work per preparation email instructions. • Complete FDM configuration workbooks and submit to Secure File Transfer Protocol (SFTP) site. • Populate Discovery Log and attend Discovery Sessions • Identify initial risks and recommendations to reduce risk. • Initiate process of receiving requirements to third-party vendors • Receive integration requirements from third-party vendors. • Confirm Client Named Support Contact (NSC) • Develop training plan for project resources. • Identify key resources to complete Workday training. • Identify client stakeholders and SMEs who will be involved in the project and adjust their workloads as necessary for their participation in the project.

Stage	Avaap Responsibilities	Client Responsibilities
	• Participate and support the project kickoff meeting. • Work with Client to set up SFTP site for sharing confidential/private employee data. • Load applicable Client Worker data for Foundation Tenant per Data Conversion Strategy and Plan • Schedule and conduct Project Initiation Checkpoint Workday Delivery Assurance review • Provide stage sign-off document. • Prepare for Foundation Alignment Sessions • Provide an overview of reporting in Workday	• Complete Workday training including integration functional training. • Jointly create the executive presentation for project kickoff meeting • Lead the project kick off meeting. • Provide plan and policy documents. • Jointly schedule Foundation alignment Sessions (SMEs planning for design) • Provide first draft of the report repository, inclusive of all reports desired in Workday. • Sign off on stage

Plan Stage Assumptions:

- Each party shall assign a Project Manager/Engagement manager to manage such party's roles and activities for this Project.
- Avaap Engagement Manager and Consultants shall provide an overview of preparation activities to the Client leads.
- Client shall assign a Test Lead as the overall owner of the testing processes across the Stages.
- Each party shall assign an applicable Executive Sponsor(s) to participate in Steering Committee meetings and be available to assist in resolving issues.
- Client agrees to use Avaap's standard collaboration tools, Smartsheet and SharePoint, to maintain Project documentation and support Project administration.

Architect & Configure Stage

During the Architect & Configure Stage of a Workday deployment, Avaap Consultants demonstrate Workday best practices and configuration. On-going meetings are scheduled to align the client's business practices with Workday delivered functionality.

Unit testing may identify small configuration changes and data clean-up activities prior to End-to-End testing and will be captured and used to build the End-to-End tenant.

Unit testing will include knowledge transfer on how to execute the test scenarios targeted for the functional configuration, reports, and integrations. Client conducts formal Customer Confirmation Sessions (CCS) after Unit Testing.

The following table provides an overview of tasks and activities to be completed during the Architect & Configure Stage.

Stage	Avaap Responsibilities	Client Responsibilities
Architect & Configuration (Alignment)	• Manage the project plan. • Lead steering committee meetings. • Participate in weekly project meetings. • Provide status reports and attend monthly Steering Committee status meetings. • Conduct weekly workstream meetings. • Gather integration requirements and build integrations. • Conduct Foundation Alignment Sessions. • Deliver the Avaap assigned integration design documents. • Provide validation reports for the Foundation/Configuration tenant. • Provide Avaap Workday test scenarios template. • Finalize Tenant Management Plan. • Schedule and conduct Workday Delivery Assurance reviews. • Provide stage sign-off document. • Conduct scope alignment analysis.	• Provide input to the project plan. • Participate in steering committee meetings • Participate in weekly project and workstream meetings. • Assist in clarifying configuration requirements. • Participate in alignment workshops and any project-related meetings. • Conduct integrations architect workshop (design sessions) for Client assigned integrations. • Review and sign off integration design documents (after detailed design review sessions). • Validation of Foundation/Configuration tenant build. • Reviewing existing reports and confirming which Workday report will meet these needs and identifying any necessary custom reports as part of the alignment stage. • Define and document test plan and test scenarios (unit, End-to-End, user acceptance criteria). • Sign off on stage.
	• Begin functional knowledge transfer process during configuration unit testing. • Support the preparation and execution of Customer Confirmation Sessions (CCS). • Conduct unit testing of integrations developed by Avaap. • Create Integrations operations instructions guide for Avaap assigned integrations.	• Lead unit testing kickoff session. • Execute Unit Test scripts. • Conduct Customer Confirmation Sessions (CCS) with Avaap support. • Assist with questions regarding mapping of data to Workday foundation data model (FDM). • Update and sign off on configuration changes identified during CCSP. • Help review and resolve issues identified in data conversion process in preparation for End-to-End build.

Stage	Avaap Responsibilities	Client Responsibilities
	• Provide required data for End-to-End tenant and submit to SFTP site. • Help review and resolve issues identified in data conversion process in preparation for End-to-End build. • Build of End-to-End tenant. • Provide exception reports/issues log from End-to-End tenant build. • Provide validation reports and support validation efforts of End-to-End tenant. • Advise on test scenarios. • Refine report repository. • Design and develop all custom repots in-scope., focusing on highest priority reports • Conduct smoke test for functional configuration of End-to-End tenant. • Support unit testing and resolve defects reported. • Conduct legacy conversion design sessions and provide Workday file format for upload (EIB).	• Refine report repository. • Sign off on stage.

*For sample list of Work Products, see **Appendix C: Deliverable Expectation Document**

Architect & Configure Stage Assumptions

- The Client will standardize and align business processes, business practices, and business policies across the organization.
- Avaap will provide guidance and a knowledge sharing plan to empower Client functional/technical resources to complete activities. Avaap will perform knowledge transfer of baseline/best practice use case for WD transactions so client understands transaction use and client-based use cases can be written and executed.
- Client shall have knowledge of and/or provide documentation that reflects its existing business processes.
- All Client Subject Matter Experts must attend Workday Fundamentals training for their area of responsibility prior to the start of the Architect & Configure Stage.
- Avaap consultants will review all relevant functional, technical, and project management related documentation provided by Client prior to the start of alignment sessions.

- Avaap and Client resources will review and align business processes and configurations during the alignment sessions.
- Client is responsible for the timely coordination of internal resources necessary to conduct all required workshops/alignment sessions.
- Avaap will extract data from Client's current systems, ensure data quality, and provide data in the format required by Workday via Avaap provided data gathering workbooks.
- Client Test Lead will populate the Avaap provided test strategy template, support the testing cycles, including roles and responsibilities, testing schedule and process for managing test execution and issue resolution.
- Client Test Lead will work with Avaap Engagement Manager to set up Avaap provided tools used to track execution of test scenarios, resolution of defects, and report test status metrics.
- Client is responsible for completing agreed upon testing activities.
- Client is responsible for the test strategy, approach, and test scenarios for each of the test cycles.
- Client shall perform unit testing to ensure the requirements are met, and defects found before entering End-to-End testing.
- Client shall develop the test resource plan and assign each scenario to Client testers to ensure all scenarios are executed.
- Avaap Engagement Manager and Functional leads shall support Client during the unit testing to ensure critical defects are resolved and closed.
- Avaap Engagement Manager and Functional leads shall review the test strategy and test scenarios created by the Client to verify they reflect the design decisions made in the deployment.
- Client Test Lead shall plan for the development of the deployment's test strategy and for training Client resources on test scenario creation. The Avaap Engagement Manager shall support the Client Test Lead in these activities by helping them prepare for during the Architect & Configure Stage: test strategy and test scenario creation. The client is responsible for the confirmation of test scenarios.
- Client functional and technical analysts shall develop the user test scenarios and scripts. Avaap shall provide standard test scenarios to be used as a foundation; however, Client team shall develop detailed test scenarios based on Client's user requirements and system configuration.
- A select group of Client end users shall conduct unit testing with defined scenarios to confirm that configuration adheres to requirements determined during Alignment sessions. Formal sign-off by Client is required. Avaap shall provide reasonable guidance to support testing.
- Client shall provide the necessary training for testing participants in advance of the testing start dates, as well as general knowledge of test management procedures.

Test Stage

The Test Stage consists of separate testing efforts, each with a different set of conditions and a different purpose:

- End-to-End testing: holistic, business function testing that crosses functional areas and is performed by Client to verify the system functions as expected. This test effort includes all relevant business processes, integrations, security, and reports.
- Regression testing (when applicable): Re-test to validate no impact on business functions due to recently released functionality. Isolated testing for the moves to Production. Preparation for milestone functionality uptakes.
- Parallel Testing): payroll results from Workday Payroll are compared to the legacy system results for the same period and material differences are either reconciled or corrected. A separate Parallel Payroll Tenant is copied from the existing End to End tenant to support this test effort. Client will perform any required catch-up transactions to bring the Tenant in line with transactions for the identified test periods for the equivalent time. Detailed YTD totals for all earnings, deductions, taxes, and taxable and subject wages are required to be loaded at the employee level to produce accurate results. This test effort includes a maximum of three (3) iterative cycles of testing for each unique payroll cycle. Each cycle must meet an established level of accuracy before proceeding to the next cycle or to the conclusion of the Test Stage. These parallel cycles will be simulated rather than in real time. Transaction entry and reconciliation will be completed by Client.

The following table provides an overview of tasks and activities to be completed during the Test Stage.

Stage	Avaap Responsibilities	Client Responsibilities
Test	• Manage the project plan and lead weekly project meetings. • Create integrations schedule recurrence tracker. • Participate in test kickoff session. • Participate in end to end or parallel test status meetings, limited to one (1) Avaap functional workstream consultant and one (1) Avaap integration consultant, if applicable for workstreams where there is an open issue. • Support integration defect resolution for Avaap assigned integrations. • Develop lower priority reports and those identified during end-to-end testing and approved through the change control process. • Provide knowledge transfer, operations guides, and validated & tested integration systems for Client testing of Avaap built integrations. • Provide testing oversight/support and resolve reported defects.	• Provide input to the project plan and participate in weekly project meetings. • Lead end to end test kickoff session. • Validation of End-to-End tenant build. • Validate data loaded via practice conversion runs. • Execution of all test scenarios (End-to-End, parallel, user acceptance and regression), including reports • Manage and sign off on all test results (End-to-End, parallel, user acceptance and regression). • Prepare for user acceptance testing. • Create/maintain parallel testing defect tracking log. • Review and resolve issues from exception reports. • Complete catch-up data transaction entry for each parallel cycle as defined by Parallel Testing Strategy • Execution of parallel per Client defined Parallel Testing Strategy and success criteria.

Stage	Avaap Responsibilities	Client Responsibilities
	• Copy End-to-End test tenant for parallel payroll testing. • Provide master and transactional conversion test files in WD file format for practice conversion runs. • Provide person data for parallel tenant and submit to SFTP site. • Provide parallel variance reports and support variance analysis by Client. • Provide sample deployment cutover plan. • Schedule and conduct Workday Delivery Assurance reviews. • Provide Workday Go-Live checklist. • Conduct administrative task knowledge transfer to client WD Admin team members. • Provide stage sign-off document	• Review parallel variance reports and conduct root cause analysis. • Provide cut over schedule for legacy systems. • Develop deployment cutover plan. • Train end users • Complete and sign the Workday go-live checklist. • Sign off on stage.

A sample list of work products can be found in **Appendix C: Deliverable Expectation Document.**

Test Stage Assumptions

- Client has completed configuration unit testing in Architect & Configure stage and is ready to perform End-to-End testing and the remaining test cycles.
- Client testers have been trained to execute the test scenarios for each of the test cycles.
- Client has completed the test resource planning and assigned all the test scenarios to each of the testers.
- The Client Test Lead will drive the test execution process, set up daily check in meetings, assign and follow up on defects for closure.
- Client Test Lead will develop daily status reports to provide progress, defect volume, and metrics.
- The Avaap Engagement Manager and Functional Leads shall support the Client Test Lead and test team during test execution of each of the test cycles.
- The Avaap Engagement Manager shall provide guidance, informal knowledge transfer, and advisement to the Client Test Lead during test execution defect management, and status reporting.
- The Avaap Engagement Manager shall help the Client Test Lead to prioritize the severity of the defects and ensure timely assignment and follow-up for resolution.

Deploy Stage

Upon completion of Test Stage, the Project is ready to begin deployment. In this Stage, Client's end users complete training, transaction entry into the legacy system(s) is stopped (freeze period), the final data load(s) into the Workday Service are executed, a Move to Production is executed, and the Go-Live Checklist is completed. The following table provides an overview of tasks and activities to be completed during the Deploy Stage.

Stage	Avaap Responsibilities	Client Responsibilities
Deploy	• Co-manage the project plan, participate in weekly project meetings and steering committee meetings. • Provide the Workday Go-Live authorization. • Schedule the transition to production support meeting with Client (held after move-to-production) • Co-schedule daily build meetings during active tenant build timeframes • Jointly complete the Workday Go-Live announcement • Provide stage signoff document. • Assist with the setup of a change control process. • Participate in weekly project meetings. • Update integrations schedule recurrence tracker as needed. • Verify migration of Avaap assigned integrations. • Schedule integrations according to the integration schedule recurrence tracker • Migrate all custom reports. • Where applicable, enable reports for alerts and dashboards. • Utilize Build Issues Checklist to record any issues during any build activities. • Provide completed data gathering workbooks for GOLD tenant build. • Build **GOLD** tenant. • Load GOLD conversion files in SBX for confirmation prior to GOLD/PROD load; assist with error resolution. • Load GOLD conversion files in GOLD/PROD • Produce and deliver tenant validation reports. • Execute move to production	• Co-manage the project plan, participate in weekly project meetings and steering committee meetings. • Co-schedule daily build meetings during active tenant build timeframes • Participate in weekly project and workstream meetings. • Participate in daily build calls. • Manage and execute on deploy cutover plan. • Jointly complete the Workday Go-Live announcement • Approve and sign off on the Workday Go-Live announcement. • Implement change control process. • Sign off on project stage. • Produce final Post Production Support strategy. • Setup and document change control process • Utilize Build Issues Checklist to record any issues during any build activities. • Review and resolve issues during any build activities. • Participate in weekly project meetings. • Complete catch-up transaction entry • Validation of the GOLD tenant build • Validation of GOLD conversion files in SBX and approve load to GOLD/PROD • Validation of GOLD conversion files in GOLD/PROD

Deploy Stage Assumptions

- Client will validate that all configuration and worker data conversion has been completed in the Pre-Production (Gold) tenant.
- Client will assume responsibility for the functional and technical configurations of the Workday Service as part of post-production with full responsibility at time of Project closure.

Post-Production Support

Client will receive the following Post-Production Support:

1. HCM – Support will be provided for 6 weeks following the Go-Live.
2. PATT – Support will be provided for the first two payroll cycles.
3. FINS – Support will be provided from the first day of FIN transactional use through the first month end close.
4. Integrations – Integrations will be supported for 6 weeks following Go-Live.
5. Financial Planning (Adaptive) – Support for 2 weeks.

Description	Avaap Responsibilities	Client Responsibilities
Post Go Live Support	• Provide break/fix support after go-live • Conduct knowledge transfer sessions for Avaap developed integrations • Provide stage sign off document	• Staff and manage help desk • Make any updates to production • Sign off on stage

After the initial support period, Avaap's optional Application Management Service (AMS) can be used to address issues/requests beyond the period outlined in the SOW.

Post-Production Support Stage Assumptions

1. Avaap support is limited to defects related to go-live and any pre-move to production items identified jointly agreed to by Client and Avaap as "break/fix" items.
2. Avaap will complete all knowledge transfer prior to the end of the Avaap support period and is limited to the knowledge transfer outlined and agreed to during the project. If Client resources are unavailable for knowledge transfer during this time, additional support can be requested through the Change Order process.
3. New functionality and additional training are not included in the post-production support period.

Appendix C: Deliverable Expectation Document

Please see Appendix C – Deliverable Expectation Document for the planned list of project specific key project activities and payment milestones.

Pre-Plan - Deliverable # 001 - Project Mobilization

Phase: Pre Plan (Ramp-to-Ready)

Purpose: Assemble Avaap project team and prepare them for the project.

Scope: Milestone to mobilize key project resources, project management support tools, and software licenses required to start the project. Deliverables/key activities include:

- Williamson County Project Portal Initiated (within Smartsheet)
  - Applicable project schedule template
  - RAIDQ with initial project risks
  - Testing, Reporting, and other project tracking tools
- Alteryx licenses, the software we use our data conversion activities
- Draft Core Project Team Workday Training Plan
- Executive Project Team Kick off meeting

Format: Event and documents (ex. Signed contracts)

Notes / Expectations:

- Avaap establishes project portal via Smartsheet.

Client Role: Contributor

Respondent Role: Owner – Avaap

Acceptance Criteria:

- Contracts signed by Avaap and Client
- Receipt of a letter/email from Client communicating authorization to start the project or work commences.
- Receipt of a letter/email from Client communicating project mobilization activities are completed.

Pre-Plan - Deliverable # 002 – Leadership Workshops - Initial Resourcing/Data/Reporting Strategies

Phase: Pre Plan (Ramp-to-Ready)	

Purpose: Our Ramp to Ready program is designed to begin immediately after contract award to help prepare the Client for its implementation. We believe that one of the key indicators of project success is thoughtful and intentional planning. To ensure the Client is set up for a smooth and successful implementation, Avaap is proposing the following proprietary workshops.

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Scope: Includes three workshops, as indicated below:

- Organizational Alignment Workshop
  - Key output – Client resourcing plan (based upon Avaap's proprietary CRAFT tool)

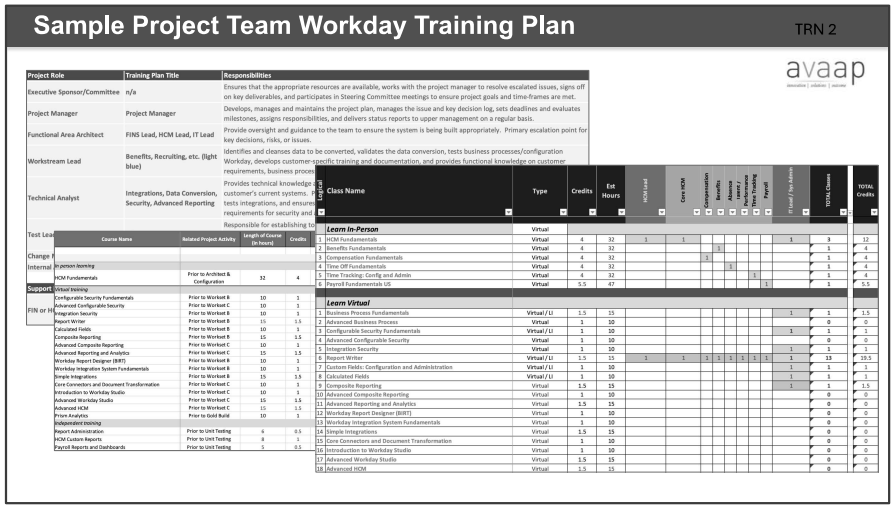
Weekly client hours by team member by stage

Start date	12/1/2024	1/6/2025	3/5/2025	8/14/2025	11/20/2025	1/2/2026
End date	1/3/2025	3/4/2025	8/13/2025	11/19/2025	1/1/2026	2/5/2026
	5 weeks	8 weeks	23 weeks	14 weeks	6 weeks	5 weeks
	Pre-Plan	Plan	Architect and Configure	Test	Deploy	Production Support
TBD	39	162	272	261	241	52
Executive Sponsorship	4	1	1	1	4	4
Project Management	15	27	27	27	27	10
Testing	1	4	21	21	4	1
Absence	1	4	10	10	10	1
Core HCM	1	10	15	15	15	4
Data Conversion	1	21	21	15	15	1
Integrations	1	15	21	10	10	1
Payroll	1	10	15	21	15	4
Time Tracking	1	4	10	10	10	1
Adaptive Planning	1	4	10	10	10	1
Steering Committee	1	4	4	4	4	4
Banking and Settlement	1	4	10	10	10	1
Customer Accounts	1	4	10	10	10	1
Expenses	1	4	10	10	10	1
FDM/Financial Accounting	4	10	15	15	15	4
Grants	1	4	10	10	10	4
Inventory	1	4	10	10	10	1
Procurement and Supplier Contracts	1	10	15	15	15	4
Projects	1	4	10	10	10	1
Strategic Sourcing	1	4	10	10	10	1
Suppliers and Supplier Accounts	1	4	10	10	10	1

  -

Workday Project Training Plan

-



&

- Finance Reporting Workshop
    - Key outputs
        - Foundation Data Model (FDM) Overview
        - Preliminary Reporting strategy
            - Priority reporting needs/alignment to standard Workday reports/dashboards
- Data & Analytics Workshops
    - Key output - Preliminary Data conversion strategy

Format:

- Events – Individual meeting(s) for each Workshop
- Documents
    - Workshop Meeting Presentations (MS PowerPoint decks)
    - Workday Project Team training plan (MS Excel)

Notes / Expectations:

- Workshops to be attended by key project team members.
- Project sponsor(s) required during organizational alignment workshop.

Client Role: Contributor

Respondent Role: Owner - Avaap

Acceptance Criteria:

- Completion of each Workshop (Event/MS PowerPoint) that aligns with purpose, scope, and expectations of this Deliverable.
- Delivery of Workday Project Team training plan (MS Excel) that aligns with purpose, scope, and expectations of this Deliverable.

Pre-plan - Deliverable # 003 – Pre-Plan Sign off	
Phase: Pre Plan (Ramp-to-Ready)	
Purpose: Approve completion of Pre-plan activities**.**	
Scope: Pre-plan activities identified in Deliverables #001 and #002 completed by Avaap and Client. .	
Format: Event/Document (MS-Word)	
Notes / Expectations: - Avaap/Client may proceed with Plan Stage activities before Pre-Plan is officially sign-off if Client approves and notifies Avaap they can begin Plan stage tasks.	
Client Role: Shared ownership w/Avaap	
Respondent Role: Shared ownership w/Client	
Acceptance Criteria: • Receipt of a letter/email from Client communicating phase acceptance.	

Plan - Deliverable # 004 - Project Charter; Project Portal; Project Mgmt/QA Tools

Phase: Plan	

Purpose: Project charter provides governance guidelines on how Avaap and the Client work together to achieve the common project objectives. The Project Charter address two primary areas 1) Project Definition: project goals and objectives; project scope; implementation phases; project organization and governance structure and roles and responsibilities; 2) Project management procedures and related project reporting process; issues/risk management process. Also establish project portal, which we expect to be accessed via Smartsheets.

Scope: The Project Charter typically includes the following:

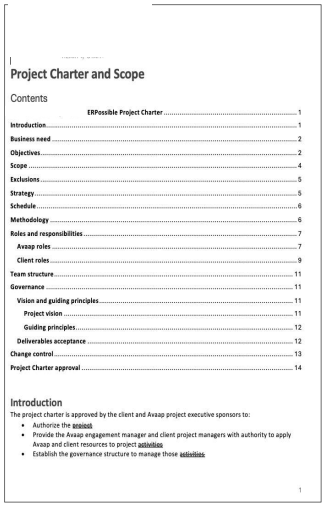
- Project Scope (SOW serves as key input to the scope)
  - Business Need
  - Project Objectives and Justification
  - Scope Description
  - Project Schedule (Mid-Level)
  - Project Constraints
  - Project Exclusions
  - Project Assumptions
  - (Known) Projects Risks and Mitigation
- Governance
  - Guiding principles
  - Governance model
    - Executive Sponsors
    - Steering Committee Structure
    - Issue and Decision Escalation & Timing
    - Acceptance Criteria
    - Change Control processes and procedures.
- Project Management
  - Expectations for project management include meeting cadence, meeting protocols, project tools, status reports, risk management, quality assurance and delivery assurance.
  - Methodology
  - Time entry, invoicing, and payments
- Roles and Responsibilities
  - Project team Organizational Chart
  - Project Team Roster & Responsibilities
- Project Communication Plan
  - Reports and meeting overview
  - Weekly cadence of meetings and reporting activities
  - Monthly Steering Committee cadence
- Project Charter Approval
  - Version Control

Format:

- Document
  - Project Charter (MS – Word)

Below is a sample table of contents for a project charter.

Sample Deliverable – Project Charter (sample) Del 4



Project Charter and Scope

Contents

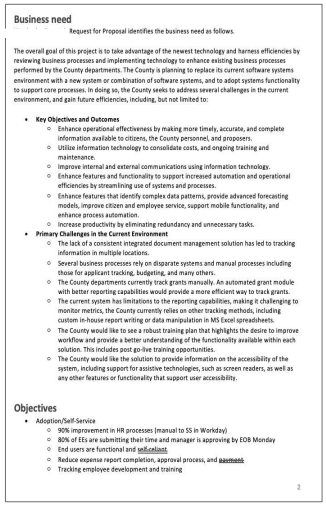
ERPossible Project Charter 1
Introduction 1
Business need 2
Objectives 2
Scope 4
Exclusions 5
Strategy 5
Schedule 6
Methodology 6
Roles and responsibilities 7
Avaap roles 7
Client roles 9
Team structure 11
Governance 11
Vision and guiding principles 11
Project vision 11
Guiding principles 12
Deliverables acceptance 12
Change control 13
Project Charter approval 14

Introduction

The project charter is approved by the client and Avaap project executive sponsors to:

- Authorize the project
- Provide the Avaap engagement manager and client project managers with authority to apply Avaap and client resources to project activities
- Establish the governance structure to manage those activities

1



Business need

Request for Proposal identifies the business need as follows.

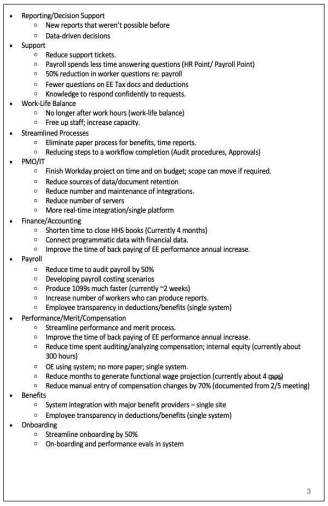
The overall goal of this project is to take advantage of the newest technology and harness efficiencies by reviewing business processes and implementing technology to enhance existing business processes performed by the County departments. The County is planning to replace its current software systems environment with a new system or combination of software systems, and to adopt systems functionality to support core processes. In doing so, the County seeks to address several challenges in the current environment, and gain future efficiencies, including, but not limited to:

- **Key Objectives and Outcomes**
  - Enhance operational effectiveness by making more timely, accurate, and complete information available to citizens, the County personnel, and proposers.
  - Utilize information technology to consolidate costs, and ongoing training and maintenance.
  - Improve internal and external communications using information technology.
  - Enhance features and functionality to support increased automation and operational efficiencies by streamlining use of systems and processes.
  - Enhance features that identify complex data patterns, provide advanced forecasting models, improve citizen and employee service, support mobile functionality, and enhance process automation.
  - Increase productivity by eliminating redundancy and unnecessary tasks.
- **Primary Challenges in the Current Environment**
  - The lack of a consistent integrated document management solution has led to tracking information in multiple locations.
  - Several business processes rely on disparate systems and manual processes including those for applicant tracking, budgeting, and many others.
  - The County departments currently track grants manually. An automated grant module with better reporting capabilities would provide a more efficient way to track grants.
  - The current system has limitations to the reporting capabilities, making it challenging to monitor metrics, the County currently relies on other tracking methods, including custom in-house report writing or data manipulation in MS Excel spreadsheets.
  - The County would like to see a robust training plan that highlights the desire to improve workflow and provide a better understanding of the functionality available within each solution. This includes post go-live training opportunities.
  - The County would like the solution to provide information on the accessibility of the system, including support for assistive technologies, such as screen readers, as well as any other features or functionality that support user accessibility.

Objectives

- Adoption/Self-Service
  - 90% improvement in HR processes (manual to SS in Workday)
  - 80% of EEs are submitting their time and manager is approving by EOB Monday
  - End users are functional and self-reliant
  - Reduce expense report completion, approval process, and payment
  - Tracking employee development and training

2



- Reporting/Decision Support
  - New reports that weren't possible before
  - Data-driven decisions
- Support
  - Reduce support tickets.
  - Payroll spends less time answering questions (HR Point/ Payroll Point)
  - 50% reduction in worker questions re: payroll
  - Fewer questions on EE Tax docs and deductions
  - Knowledge to respond confidently to requests.
- Work-Life Balance
  - No longer after work hours (work-life balance)
  - Free up staff; increase capacity.
- Streamlined Processes
  - Eliminate paper process for benefits, time reports.
  - Reducing steps to a workflow completion (Audit procedures, Approvals)
- PMO/IT
  - Finish Workday project on time and on budget; scope can move if required.
  - Reduce sources of data/document retention
  - Reduce number and maintenance of integrations.
  - Reduce number of servers
  - More real-time integration/single platform
- Finance/Accounting
  - Shorten time to close HHS books (Currently 4 months)
  - Connect programmatic data with financial data.
  - Improve the time of back paying of EE performance annual increase.
- Payroll
  - Reduce time to audit payroll by 50%
  - Developing payroll costing scenarios
  - Produce 1099s much faster (currently ~2 weeks)
  - Increase number of workers who can produce reports.
  - Employee transparency in deductions/benefits (single system)
- Performance/Merit/Compensation
  - Streamline performance and merit process.
  - Improve the time of back paying of EE performance annual increase.
  - Reduce time spent auditing/analyzing compensation; internal equity (currently about 300 hours)
  - OE using system; no more paper; single system.
  - Reduce months to generate functional wage projection (currently about 4 mos)
  - Reduce manual entry of compensation changes by 70% (documented from 2/5 meeting)
- Benefits
  - System integration with major benefit providers – single site
  - Employee transparency in deductions/benefits (single system)
- Onboarding
  - Streamline onboarding by 50%
  - On-boarding and performance evals in system

3

Notes / Expectations:

- Provides authorization for the project and identifies project goals, objectives, scope, governance structure roles and responsibilities.
- Smartsheets to be used for the Project Portal. Avaap to provide access to Client project team members.

Client Role: Shared ownership w/Avaap

Respondent Role: Shared ownership w/Client

Acceptance Criteria:

- Project Charter that aligns with purpose, scope, and expectations of this Deliverable and is accepted in writing by Client in accordance with Deliverable Acceptance Procedures.

Plan - Deliverable # 005 - Project Management Plan/Schedule (Version 1)

Phase: Plan

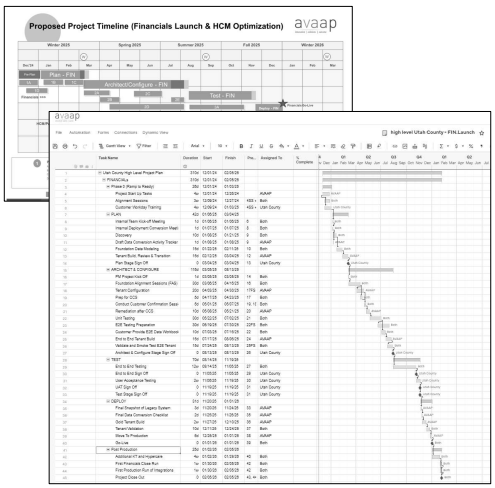
Purpose: Initial draft of the project schedule for the project management activities and related monitoring of the project activities (v1 is created/reviewed). This living document will be updated and revised jointly by Avaap/Client management throughout the program.

Scope: The baseline project schedule for the project developed by Avaap with the Client's input to produce the baseline set of the project activities, tasks and milestones required to deploy the project. Schedule identifies resource assignments and expected completion dates.

Format: Document

- Project Plan (SmartSheets).
- Below is a sample of the detail contained in the project plan.

Project Plan Detail PM1 and PM2



Task Name	Duration	Start	Finish	Assigned To
Utah County High Level Project Plan	310d	12/01/24	02/05/26	
FINANCIALs	310d	12/01/24	02/05/26	
Phase 0 (Ramp to Ready)	26d	12/01/24	01/03/25	
Project Start Up Tasks	4w	12/01/24	12/26/24	AVAAP
Alignment Sessions	3w	12/09/24	12/27/24	Both
Customer Workday Training	4w	12/09/24	01/03/25	Utah County
PLAN	42d	01/06/25	03/04/25	
Internal Team Kick-off Meeting	1d	01/06/25	01/06/25	Both
Internal Deployment Conversion Meeting (FIN) - All T	1d	01/07/25	01/07/25	Both
Discovery	10d	01/08/25	01/21/25	Both
Draft Data Conversion Activity Tracker in Smartshee	1d	01/08/25	01/08/25	AVAAP
Foundation Data Modeling	15d	01/22/25	02/11/25	Both
Tenant Build, Review & Transition	15d	02/12/25	03/04/25	AVAAP
Plan Stage Sign Off	0	03/04/25	03/04/25	Utah County
ARCHITECT & CONFIGURE	116d	03/05/25	08/13/25	
PM Project Kick Off	1d	03/05/25	03/05/25	Both
Foundation Alignment Sessions (FAS)	30d	03/06/25	04/16/25	Both
Tenant Configuration	20d	04/03/25	04/30/25	AVAAP
Prep for CCS	5d	04/17/25	04/23/25	Both
Conduct Customer Confirmation Sessions (CCS)	5d	05/01/25	05/07/25	Both
Remediation after CCS	10d	05/08/25	05/21/25	AVAAP
Unit Testing	30d	05/22/25	07/02/25	Both
E2E Testing Preparation	30d	06/19/25	07/30/25	Both
Customer Provide E2E Data Workbooks	10d	07/03/25	07/16/25	Both
End to End Tenant Build	15d	07/17/25	08/06/25	AVAAP
Validate and Smoke Test E2E Tenant	15d	07/24/25	08/13/25	Both
Architect & Configure Stage Sign Off	0	08/13/25	08/13/25	Utah County
TEST	70d	08/14/25	11/19/25	
End to End Testing	12w	08/14/25	11/05/25	Both
End to End Sign Off	0	11/05/25	11/05/25	Utah County
User Acceptance Testing	2w	11/06/25	11/19/25	Utah County
UAT Sign Off	0	11/19/25	11/19/25	Utah County
Test Stage Sign Off	0	11/19/25	11/19/25	Utah County
DEPLOY	31d	11/20/25	01/01/26	
Final Snapshot of Legacy System	3d	11/20/25	11/24/25	AVAAP
Final Data Conversion Checklist	2d	11/25/25	11/26/25	AVAAP
Gold Tenant Build	2w	11/27/25	12/10/25	AVAAP
Tenant Validation	10d	12/11/25	12/24/25	Both
Move To Production	6d	12/25/25	01/01/26	AVAAP
Go-Live	0	01/01/26	01/01/26	Both
Post Production	25d	01/02/26	02/05/26	
Additional KT and Hypercare	4w	01/02/26	01/29/26	Both
First Financials Close Run	1w	01/30/26	02/05/26	Both
First Production Run of Integrations	1w	01/30/26	02/05/26	Both
Project Close Out	0	02/05/26	02/05/26	Both

Notes / Expectations:

- Avaap takes the lead to produce the initial draft then turns it over to the Client for review and addition of client specific activities and/or dependencies. It is jointly revised and managed between Avaap/Client throughout the project.
- The baseline schedule does not typically include the day-to-day tracking and monitoring of team members activities (for example. tasks with durations under a day's duration, individual meetings, etc. are not applicable to the project schedule unless one of those events are a milestone. Avaap may (and typically does) prepare separate planning and scheduling documents for separate events such as workshops, testing, which are too granular of a level to track on a project schedule.

Client Role: Shared ownership w/Avaap

Respondent Role: Shared ownership w/Client

Acceptance Criteria:

- Project Management Plan (v1) that aligns with purpose, scope, and expectations of this Deliverable and is accepted in writing by Client in accordance with Deliverable Acceptance Procedures.

Plan – Deliverable # 006 - Workday Functional Alignment Sessions are Scheduled	
Phase: Plan	
Purpose: To schedule Workday functionality alignment sessions with key Client team members. Meetings schedule in accordance with the Workday product functionality that is in scope. These meetings are the foundational activities within the Architect and Configure Phase.	
Scope: - Alignment sessions are scheduled/tracked via the project schedule. - Avaap/Client resources confirmed for each session.	
Format: - MS Excel/Schedule – maintained via the project Smartsheet portal.	
Notes / Expectations: - Avaap consultants prepare for and lead the session(s). - Client functional/technical team members attend.	
Client Role: Contributor	
Respondent Role: Owner - Avaap	
Acceptance Criteria: • Sessions are identified and scheduled between Avaap consultants and Client functional/technical leads at mutually acceptable times.	

Plan - Deliverable # 007 - Initial Data Gathering Workbook and Data Conversion Approach

Phase: Plan

Purpose: To schedule sessions with key Client team members to review initial workbook(s) used to gather Client data for the Foundation tenant. Meetings schedule in accordance with the Workday product functionality that is in scope.

Scope:

- Review data workbooks, data conversion approach and align on roles/responsibilities.

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Format:

- MS Excel.
- Below is a snapshot of a sample Workday Data Workbook for Expenses.

Sample Data Configuration Workbook - Expenses

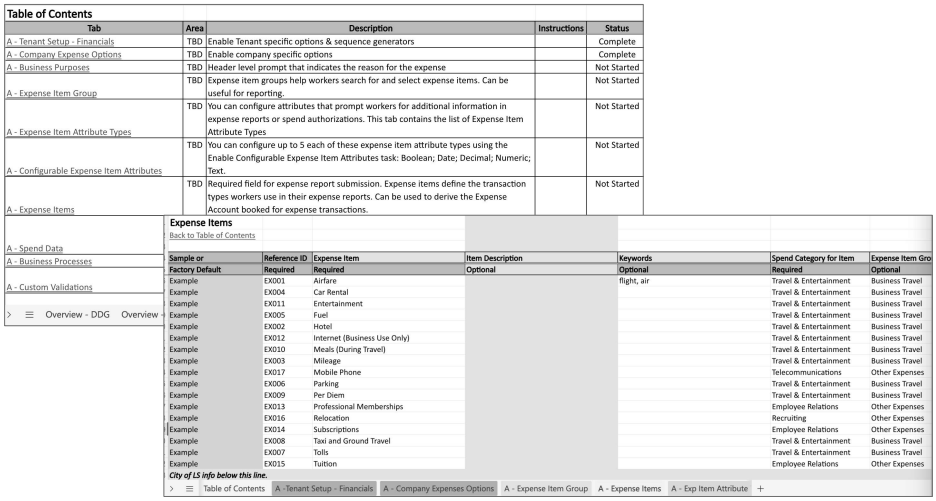

Table of Contents

Tab	Area	Description	Instructions	Status
A - Tenant Setup - Financials	TBD	Enable Tenant specific options & sequence generators		Complete
A - Company Expense Options	TBD	Enable company specific options		Complete
A - Business Purposes	TBD	Header level prompt that indicates the reason for the expense		Not Started
A - Expense Item Group	TBD	Expense item groups help workers search for and select expense items. Can be useful for reporting.		Not Started
A - Expense Item Attribute Types	TBD	You can configure attributes that prompt workers for additional information in expense reports or spend authorizations. This tab contains the list of Expense Item Attribute Types		Not Started
A - Configurable Expense Item Attributes	TBD	You can configure up to 5 each of these expense item attribute types using the Enable Configurable Expense Item Attributes task: Boolean; Date; Decimal; Numeric; Text.		Not Started
A - Expense Items	TBD	Required field for expense report submission. Expense items define the transaction types workers use in their expense reports. Can be used to derive the Expense Account booked for expense transactions.		Not Started
A - Spend Data				
A - Business Processes				
A - Custom Validations				

Overview - DDG Overview -

Expense Items

Back to Table of Contents

Sample or	Reference ID	Expense Item	Item Description	Keywords	Spend Category for Item	Expense Item Gro
Factory Default	Required	Required	Optional	Optional	Required	Optional
Example	EX001	Airfare		flight, air	Travel & Entertainment	Business Travel
Example	EX004	Car Rental			Travel & Entertainment	Business Travel
Example	EX011	Entertainment			Travel & Entertainment	Business Travel
Example	EX005	Fuel			Travel & Entertainment	Business Travel
Example	EX002	Hotel			Travel & Entertainment	Business Travel
Example	EX012	Internet (Business Use Only)			Travel & Entertainment	Business Travel
Example	EX010	Meals (During Travel)			Travel & Entertainment	Business Travel
Example	EX003	Mileage			Travel & Entertainment	Business Travel
Example	EX017	Mobile Phone			Telecommunications	Other Expenses
Example	EX006	Parking			Travel & Entertainment	Business Travel
Example	EX009	Per Diem			Travel & Entertainment	Business Travel
Example	EX013	Professional Memberships			Employee Relations	Other Expenses
Example	EX016	Relocation			Recruiting	Other Expenses
Example	EX014	Subscriptions			Employee Relations	Other Expenses
Example	EX008	Taxi and Ground Travel			Travel & Entertainment	Business Travel
Example	EX007	Tolls			Travel & Entertainment	Business Travel
Example	EX015	Tuition			Employee Relations	Other Expenses

City of LS info below this line.

Table of Contents | A - Tenant Setup - Financials | A - Company Expenses Options | A - Expense Item Group | A - Expense Items | A - Exp Item Attribute | +

Notes / Expectations:

- Avaap leads the session(s)
- Client functional/technical team members attend.

Client Role: Contributor

Respondent Role: Owner - Avaap

Acceptance Criteria:

- Workbook sessions are completed between Avaap consultants and Client functional/technical leads that align with purpose, scope, and expectations of this Deliverable.

Plan - Deliverable # 008 - Delivery of Foundation Tenant	
Phase: Plan	
Purpose: To build the Workday Foundation Tenant, which is used in functional/technical alignment sessions (during the A&C phase).	
Scope: - Build the Foundation Tenant which will be used during the Architect and Configure stage. .	
Format: - Workday Foundation Tenant	
Notes / Expectations: - Avaap builds the Foundation tenant. - Client functional/technical team extract data from legacy system(s).	
Client Role: Contributor	
Respondent Role: Owner - Avaap	
Acceptance Criteria: • Foundation Tenant delivered to the project team for use in the A&C phase.	

Plan - Deliverable # 009 – Project Kick Off	
Phase: Plan	
Purpose: Introduce broader group of Avaap/Client project team members and executive sponsors to each other, as well as share project goals, objectives, scope, schedule, budget, team structure, and governance plan.	
Scope: - Meeting (combination of onsite/remote team members). .	
Format: - Event and Document(s) –MS PowerPoint Deck	
Notes / Expectations: - If agreed upon by Avaap/Client, Kick-off mtg may occur on the first day of A&C phase.	
Client Role: Shared ownership w/Avaap.	
Respondent Role: Shared ownership w/Client	
Acceptance Criteria: • Project Kick-off meeting is completed that aligns with purpose, scope, and expectations of this Deliverable. • Meeting presentation PPT is delivered to the Client.	

Plan - Deliverable # 010 – Plan Sign off	
Phase: Plan	
Purpose: Approve completion of Plan stage activities**.**	
Scope: Plan activities identified in Deliverables #004 through #009 completed by Avaap and Client. .	
Format: Event/Document **–** MS Word	
Notes / Expectations: - Avaap/Client may proceed with A&C Phase activities before the Plan Phase is officially signed-off if the Client approves and notifies Avaap they can begin A&C tasks.	
Client Role: Shared ownership w/Avaap	
Respondent Role: Shared ownership w/Client	
Acceptance Criteria: • Accepted in writing by Client in accordance with Deliverable Acceptance procedure finalized as part of the Project Charter.	

A&C - Deliverable # 011 - Tenant Management Plan

Phase: Architect & Configure

Purpose: Define the plan and related activities to manage each Workday tenant used for the deployment.

Scope:

- Identify in scope tenants, and document who/when the tenants will be used/maintained to support the deployment.
- Below is a snapshot of a client Tenant Management Plan.

.

			Plan Stage (5/15/23 - 6/30/23)		Architect & Configure Stage (7/3/23 - 12/1/23)		Test Stage (12/4/23 - 6/7/24)		Deploy (6/
Tenant Name	Tenant Status	URL	Tenant Usage	Tenant Type Release	Tenant Usage	Tenant Type Release	Tenant Usage	Tenant Type Release	Tenant Usag
C-TRAN GOV *(Configured features with fictitious data. No customer data should be loaded in this tenant)*	Active	C-TRAN GOV	**GOV** - Demonstration Tenant User - jjones PW - JupQHk543wMIWA1E	Preview WD2023R1	**GOV** - Demonstration Tenant	Preview WD2023R1/ WD2023R2	**GOV** - Demonstration Tenant	Preview WD2024R1	**GOV** - Demonstration Te
C-TRAN1 *(Build 1 - Foundation Tenant)*	Active - Foundation Current SSO tenant	IMPL1 Tenant URL	**Foundation Tenant (Architect & Config Tenant)** - Produced by Avaap and transitioned to C-TRAN on 9/18 - Contains Worker Data as of 6/19 - To be used for Integration build	Impl WD2023R1	**Foundation Tenant (Architect & Config tenant)** - Built from Customer Central recipes - Supplemental WBs loaded eff date 9/12 - To be used for: - Foundation Alignment Sessions - Customer Confirmation Sessions - Unit Testing (Functional and Integration) - Maintain Configuration Changes during Unit Testing	Impl WD2023R1/ WD2023R2	**Training Tenant?**	Impl WD2024R1	**Gold Smoke Test (C-TRA** - will be copied from GO PST on Wed 7/17 and us C-TRAN for validation
C-TRAN2 (GOLD tenant)	copied from C-TRAN3 as source for GOLD build	C-TRAN Gold URL	Empty Tenant	N/A	**Customer Tenant** - Sandbox for Client ~~- Copy of Foundation Tenant~~ ~~Weekly Saturday 10am PST~~	Impl WD2023R1/ WD2023R2	**Customer Tenant** (retired), **Control Tenant** (control tenant during E2E and Parallel) - Copy of End to End Tenant PRIOR to End to End Testing 11/29/23 **End to End Tenant**	Impl WD2024R1	Copied from C-TRAN3 **Source of GOLD BUILD**

Format:

- Document (s) – MS Word; MS Excel; Smartsheet

Notes / Expectations:

- Related tasks to manage the tenant can be added to the project plan and maintained within the project portal.

Client Role: Contributor

Respondent Role: Owner - Avaap

Acceptance Criteria:

- Tenant Management Plan is delivered to Client that aligns with purpose, scope, and expectations of this Deliverable.

A&C - Deliverable # 012 – Testing Plan (v1)	
Phase: Architect & Configure	
Purpose: Initial Testing plan document (V1) will define testing strategy for each type of testing planned, purposes, responsibilities, guidelines, high level schedule, and other information specific to each round of testing to occur in the Test Stage.	
Scope: - The initial testing plan for the project developed by Avaap with the Client's input to produce the baseline set of the project testing activities, associated tasks and milestones required to deploy the project.	
Format: - Document – MS Word	
Notes / Expectations: - Initial Testing Plan document created and jointly reviewed by Avaap EM and Client PM. - Baseline unit test scripts are provided at the beginning of unit testing. Baseline end to end test scripts are provided at the beginning of the end to end preparation which happens after unit testing and before the official test stage.	
Client Role: Contributor	
Respondent Role: Owner - Avaap	
Acceptance Criteria: • Testing Plan that aligns with purpose, scope, and expectations of this Deliverable and is accepted in writing by Client in accordance with Deliverable Acceptance procedure finalized as part of the Project Charter.	

A&C - Deliverable # 013 - Integration Tracker	
Phase: Architect & Configure	
Purpose: Integration Tracker will define integration status and means of development for each integration.	
Scope: - Confirm scope integrations required for in scope functionality.	
Format: - Smartsheet	
Notes / Expectations: - Initial Implementation Plan document created and jointly reviewed by Avaap EM and Client PM. - Client owns primary relationship with each organization/product requiring an integration to Workday.	
Client Role: Contributor	
Respondent Role: Owner - Avaap	
Acceptance Criteria: • Integration tracker created that aligns with purpose, scope, and expectations of this Deliverable. • Integration tracker includes integrations identified and/or updated in the Statement of Work.	

A&C - Deliverable # 014 - Complete Functional/Technical Alignment Sessions

Phase: Architect & Configure

Purpose: Complete functional/technical alignment sections for in scope functionality

Scope:

- Conduct alignment sessions for each in scope area of functionality.

Format:

- Document (s) may be a combination of: MS Word; MS Excel; MS Powerpoint.

Notes / Expectations:

- RFP requirements matrix used as input into the planning for the sessions.
- Sessions leverage Workday and Avaap's best practices as the baseline functionality to meet the Client's requirements.
- Below is a DRAFT agenda structure for each session, recognizing the agenda will be revised for each in scope area. The agenda below is an example for the Payroll area.

  OVERVIEW

  This document provides an Agenda for the Foundation Alignment Session to review the Payroll Workbook information, and the Foundation Tenant built for the deployment with customer data.

  OBJECTIVE
  The objective of the Foundation Alignment Session is to:
  · Demonstrate basic transactions
  · Dive deeper into functionality
  · Review Workbooks gathered during the Foundation Tenant build
  · Review how Workbooks are reflected in the Foundation Tenant
  · Gather additional requirements and review setup/configuration data around:
  o Earnings & Deductions
  o Withholding Orders/Garnishments
  o Account Posting Rules
  · Introduce Payroll History (if applicable)
  · Review delivered security and gather requirements.
-

Client Role: Contributor

Respondent Role: Owner - Avaap

Acceptance Criteria:

- Sessions completed between Avaap consultants and Client functional/technical lead that aligns with purpose, scope, and expectations of this Deliverable.
- Accepted in writing by Client in accordance with Deliverable Acceptance procedure finalized as part of the Project Charter.

A&C - Deliverable # 015 - Deliver Configuration and Data Gathering Workbooks

Phase: Architect & Configure

Purpose: Deliver required configuration and data gathering workbooks to be used to gather Client data for inclusion in the E2E tenant.

Scope:

- Share and review configuration workbooks with Client.
- Below is a snapshot of Configuration Workbook.
- Configuration workbooks for all in-scope functional areas will be provided.

Sample - Configuration Workbook

Procurement
Configuration Workbook - Business Processes Tab:

Business Processes

Review factory default BPs and add any proposed changes to the defaults in this column for all BPs. If no changes are required, please enter "No Changes Required" in this column

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Business Process	Factory Defaults	Eligible Initiating Roles	Notes (changes from default definition)
Purchase Order Event	a) Initiation - Buyer or Services Coordinator or Supplier Contract Specialist b) PO Contract Compliance - Supplier Contract Specialist c) Approval - Manager d) Approval - Cost Center Manager e) Approval - Project Manager f) Approval - Finance Executive	Roles - Company Unconstrained Groups	

.

Format:

- MS Excel

Notes / Expectations:

- N/A

Client Role: Contributor

Respondent Role: Owner - Avaap

Acceptance Criteria:

- Required Configuration and Data Gathering Workbooks are delivered to Client that aligns with purpose, scope, and expectations of this Deliverable.

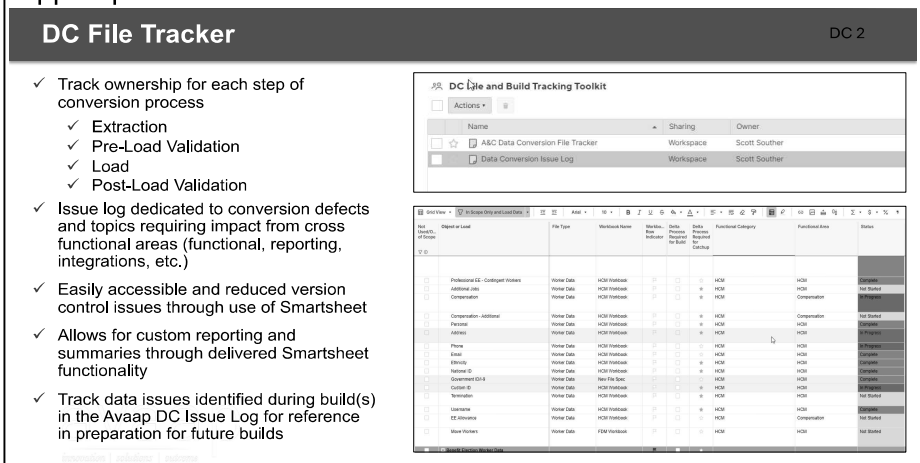
A&C - Deliverable # 016 - Receive completed in scope Data Workbooks from Client for End to End (E2E) Tenant Build

Phase: Architect & Configure	

Purpose: Populate required data gathering workbooks used to gather Client data for inclusion in the E2E tenant.

Scope: Client (or Avaap if Enhanced Data Conversion in-scope) to populate in scope data gathering workbooks, as identified by in the data conversion scope in the Statement of Work, and submit to Avaap to review/prepare to load into Workday.

Below is a snapshot of how Avaap track's data workbook progress throughout the tenant, which support proactive and clear communication between the two teams.



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Format:

- MS Excel and SmartSheets

Notes / Expectations:

- Data gathering workbooks are populated in the required format for inclusion in the E2E tenant.
- Client documents any required data mapping, extraction scripts, etc. and maintains them throughout the project.

Client Role: Owner

Respondent Role: Contributor

Acceptance Criteria:

- All Data Gathering Workbooks have been successfully loaded into the E2E tenant and align with purpose, scope, and expectations of this Deliverable.

A&C - Deliverable # 017 - A&C – Part 1 Sign off	
Phase: Architect & Configure	
Purpose: Recognize completion of the first half of A&C phase, and related milestones.	
Scope: A&C – Part 1 activities completed by Avaap and Client. Key activities include: • A&C Project Kick Off • Foundation Alignment Sessions (FAS) – session for each in scope Workday product. • Tenant Configuration .	
Format: Event/Document – MS Word	
Notes / Expectations: - Avaap/Client proceeds with the remaining A&C Phase activities while the Client approves completion of the first half of the A&C phase.	
Client Role: Shared ownership w/Avaap	
Respondent Role: Shared ownership w/Client	
Acceptance Criteria: • Accepted in writing by Client in accordance with Deliverable Acceptance procedure finalized as part of the Project Charter.	

A&C - Deliverable # 018 - Complete Unit Testing	
Phase: Architect & Configure	
Purpose: Plan and execute unit testing as per the Test plan.	
Scope: Client shall execute Unit Testing as per the plan using test scripts.	
Format: Event, tracked in the Project Smartsheet portal	
Notes / Expectations: - Client responsible for executing and documenting the results of unit test.	
Client Role: Owner	
Respondent Role: Contributor	
Acceptance Criteria: • Unit Testing completed in manner that aligns with purpose, scope, and expectations of this Deliverable and is accepted in writing by Client in accordance with Deliverable Acceptance procedure finalized as part of the Project Charter.	

A&C - Deliverable # 019 - Final Configuration Workbooks Completed	
Phase: Architect & Configure	
Purpose: Deliver updated Configuration Workbooks used to document the final design elements required for in scope functionality.	
Scope: Update required workbooks with approved changes from unit testing and delivered to client for final sign-off.	
Format: - MS Excel.	
Notes / Expectations: - Final Configuration Workbooks become baseline for the design of the expected functionality at the time of Client go live.	
Client Role: Contributor	
Respondent Role: Owner - Avaap	
Acceptance Criteria: • Required Configuration Workbooks align with purpose, scope, and expectations of this Deliverable and are reviewed and accepted in writing by Client in accordance with Deliverable Acceptance procedure finalized as part of the Project Charter.	

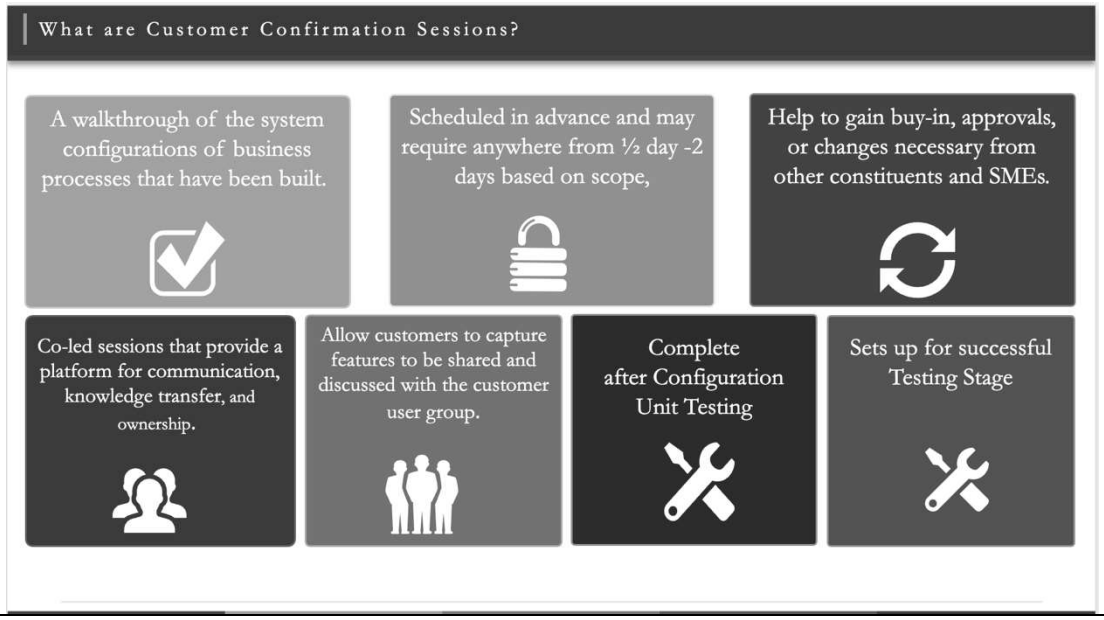
A&C - Deliverable # 020 - Complete Customer Confirmation Session

Phase: Architect & Configure

Purpose: Share design progress with key resources to confirm in scope functional design.

Scope:

- Conducted for each in scope functional area.
- Below is a snapshot of the components of a customer confirmation session.



Format:

- May be multiple document type - MS Powerpoint; MS Word; Plus demonstrations via the Foundation Tenant

Notes / Expectations:

- N/A

Client Role: Owner

Respondent Role: Contributor

Acceptance Criteria:

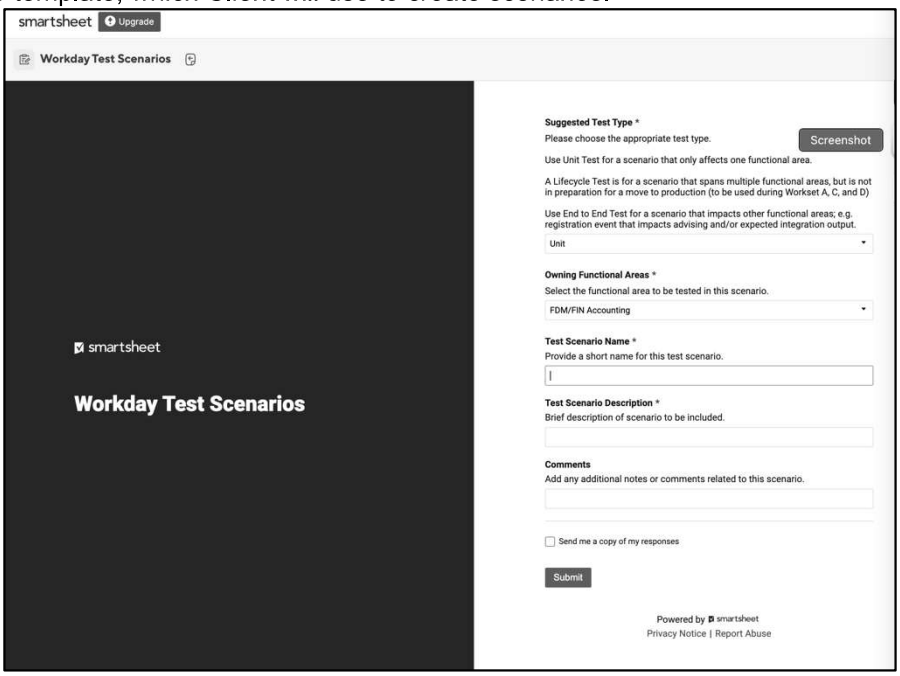
- In scope confirmation sessions completed and align with purpose, scope, and expectations of this Deliverable.
- Client has confirmed functional design meets Client's functional requirements in Section 1.6.4 Functional Scope of the SOW.

A&C - Deliverable # 021 - Build End to End (E2E) Tenant	
Phase: Architect & Configure	
Purpose: To build the Workday End to End Tenant, which is used in Test Phase.	
Scope: - Build the E2E Tenant which will be used during the Test stage.	
Format: - Workday Test Tenant	
Notes / Expectations: - Avaap builds the E2E tenant. - Client functional/technical team extract data from legacy system(s).	
Client Role: Contributor	
Respondent Role: Owner - Avaap	
Acceptance Criteria: • E2E Tenant delivered to the project team for use in the Test phase in a manner that aligns with purpose, scope, and expectations of this Deliverable.	

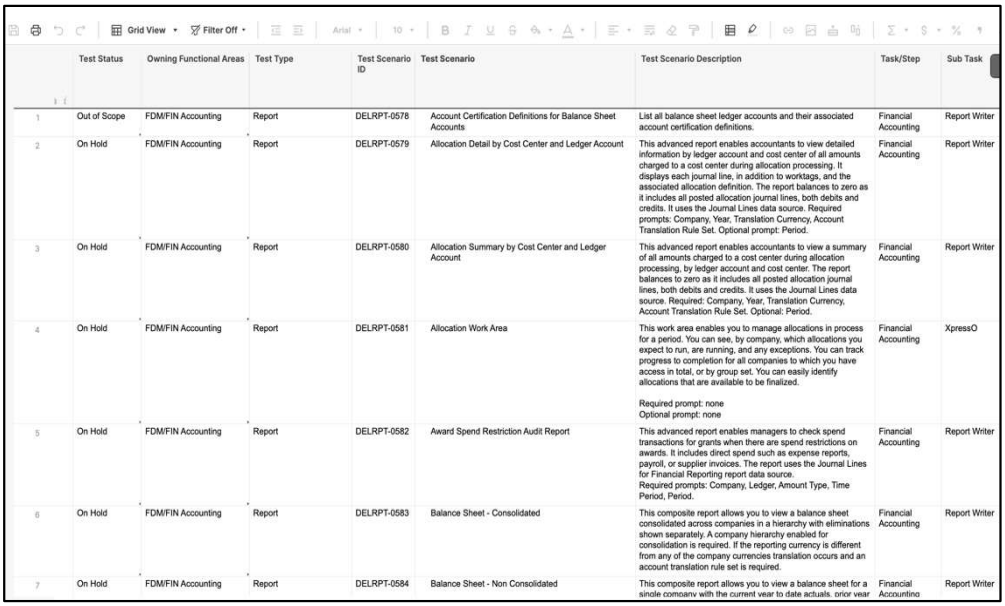
A&C - Deliverable # 022 - Deliver Test Scenarios	
Phase: Architect & Configure	
Purpose: Deliver the initial test scenarios to be used by the Client to test the expected configurations for in scope functionality works according to the configuration workbooks.	
Scope: Populate the testing Smartsheet with full Workday/Avaap test scenario library.	

Format:

- MS Excel and Smartsheets Project Portal. Below is a snapshot of the Smartsheet portal Test Scenario template, which Client will use to create scenarios.



Below is a snapshot of pre-populated Test scenarios.



	Test Status	Owning Functional Areas	Test Type	Test Scenario ID	Test Scenario	Test Scenario Description	Task/Step	Sub Task
1	Out of Scope	FDM/FIN Accounting	Report	DELRPT-0578	Account Certification Definitions for Balance Sheet Accounts	List all balance sheet ledger accounts and their associated account certification definitions.	Financial Accounting	Report Writer
2	On Hold	FDM/FIN Accounting	Report	DELRPT-0579	Allocation Detail by Cost Center and Ledger Account	This advanced report enables accountants to view detailed information by ledger account and cost center of all amounts charged to a cost center during allocation processing. It displays each journal line, in addition to worktags, and the associated allocation definition. The report balances to zero as it includes all posted allocation journal lines, both debits and credits. It uses the Journal Lines data source. Required prompts: Company, Year, Translation Currency, Account Translation Rule Set. Optional prompt: Period.	Financial Accounting	Report Writer
3	On Hold	FDM/FIN Accounting	Report	DELRPT-0580	Allocation Summary by Cost Center and Ledger Account	This advanced report enables accountants to view a summary of all amounts charged to a cost center during allocation processing, by ledger account and cost center. The report balances to zero as it includes all posted allocation journal lines, both debits and credits. It uses the Journal Lines data source. Required: Company, Year, Translation Currency, Account Translation Rule Set. Optional: Period.	Financial Accounting	Report Writer
4	On Hold	FDM/FIN Accounting	Report	DELRPT-0581	Allocation Work Area	This work area enables you to manage allocations in process for a period. You can see, by company, which allocations you expect to run, are running, and any exceptions. You can track progress to completion for all companies to which you have access in total, or by group set. You can easily identify allocations that are available to be finalized. Required prompt: none Optional prompt: none	Financial Accounting	XpressO
5	On Hold	FDM/FIN Accounting	Report	DELRPT-0582	Award Spend Restriction Audit Report	This advanced report enables managers to check spend transactions for grants when there are spend restrictions on awards. It includes direct spend such as expense reports, payroll, or supplier invoices. The report uses the Journal Lines for Financial Reporting report data source. Required prompts: Company, Ledger, Amount Type, Time Period, Period.	Financial Accounting	Report Writer
6	On Hold	FDM/FIN Accounting	Report	DELRPT-0583	Balance Sheet - Consolidated	This composite report allows you to view a balance sheet consolidated across companies in a hierarchy with eliminations shown separately. A company hierarchy enabled for consolidation is required. If the reporting currency is different from any of the company currencies translation occurs and an account translation rule set is required.	Financial Accounting	Report Writer
7	On Hold	FDM/FIN Accounting	Report	DELRPT-0584	Balance Sheet - Non Consolidated	This composite report allows you to view a balance sheet for a single company with the current year to date actuals, prior year	Financial Accounting	Report Writer

Notes / Expectations:

- Avaap populates the initial set of test scenarios based upon Workday/Avaap's standard test scenario template for in scope functionality.
- Client updates the baseline test scenarios to include scenarios required to test in-scope design requirements and aligns each scenario to the appropriate User Story #.

Client Role: Owns revising list to align to in scope functionality.

Respondent Role: Owns delivering baseline Test scripts.

Acceptance Criteria:

- Full repository of Avaap test scripts loaded into project SmartSheet workspace.
- Client requirements that do not align with Avaap-provided test script are identified.

A&C - Deliverable # 023 - A&C Phase Sign off	
Phase: Architect & Configure	
Purpose: Recognize completion of the A&C phase, and related milestones.	
Scope: A&C – activities completed by Avaap and Client.Key activities include: -Unit Testing -Prep for CCS -Conduct Customer Confirmation Sessions (CCS) -Remediation after CCS -E2E and Parallel Testing Preparation -E2E Data Workbooks -End to End Tenant Build -Validate and Smoke Test E2E Tenant	
Format: Event/Document – MS Word	
Notes / Expectations: - Avaap/Client may jointly agree to move forward with Test Phase activities while the Client approves completion of the A&C phase.	
Client Role: Shared ownership w/Avaap	
Respondent Role: Shared ownership w/Client	
Acceptance Criteria: • Accepted in writing by Client in accordance with Deliverable Acceptance procedure finalized as part of the Project Charter.	

Test - Deliverable # 024-a - Completion of End-to-End Testing	
Phase: Test	
Purpose: Execute test scenarios required to test the in-scope design configurations.	
Scope: Client leads the End-to-End testing effort to validate the flow of end-to-end processes between multiple functions and third-party integrations. Support from Avaap includes answering questions on transaction process as well as trouble shooting and supporting the Client in correct issues to align to the approved in scope designs.	
Format: Project Portal (Smartsheets Testing Tracker)	
Notes / Expectations: - N/a	
Client Role: Owner	
Respondent Role: Contributor	
Acceptance Criteria: • End-toEnd testing completed in a manner that aligns with purpose, scope, and expectations of this Deliverable and is accepted in writing by Client in accordance with Deliverable Acceptance procedure finalized as part of the Project Charter.	

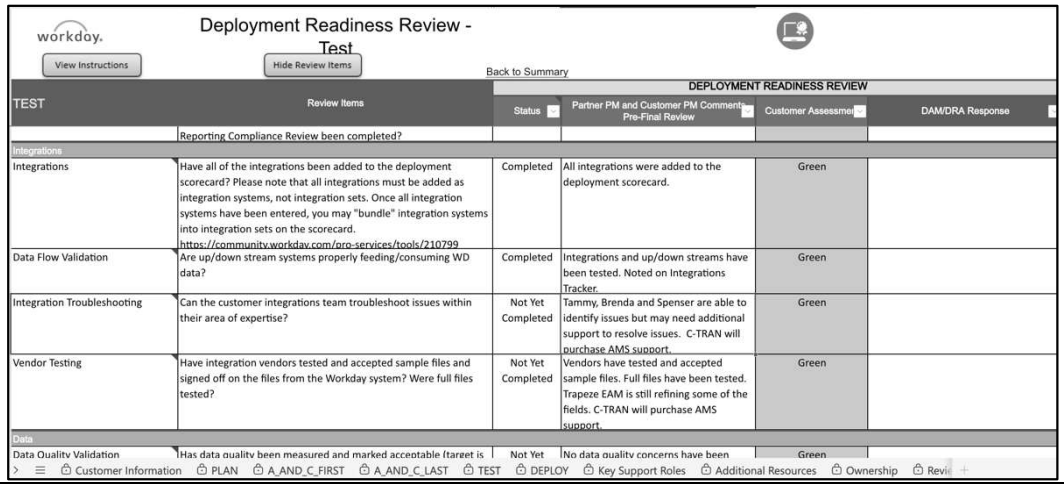
Test- Deliverable # 024-b - Completion of Payroll parallel Testing	
Phase: Test	
Purpose: Execute test scenarios required to complete payroll parallel testing.	
Scope: Client leads the Payroll Parallel testing effort to validate the comparison of legacy system pay runs to corresponding pay run in Workday. Support from Avaap includes answering questions on transaction processing as well as trouble shooting and supporting the Client in correct issues identified in the comparison report(s). Inbound & outbound integrations related to the payroll cycle and payroll related reports will also be tested during this time. .	
Format: Project Portal (Smartsheets Testing Tracker), Avaap proprietary parallel comparison tool	
Notes / Expectations: - N/a	
Client Role: Owner	
Respondent Role: Contributor	
Acceptance Criteria: • Testing completed in a manner that aligns with purpose, scope, and expectations of this Deliverable and is accepted in writing by Client in accordance with Deliverable Acceptance procedure finalized as part of the Project Charter. • Parallel payroll testing acceptable variances meet a minimum of 98% overall • Any drivers of discrepancy between legacy payroll and Workday payroll calculations have been identified, documented, and understood by Client	

Test - Deliverable # 025 - Completed Production Dress Rehearsal Testing

Phase: Test

Purpose: Complete test cycle to validate acceptance of system.

Scope: Production Dress Rehearsal tests completed based on end-to-end testing representing Client departments and results documented in project portal. Avaap support includes answering questions on transactional processing. Client responsible for correction issues found. Below is a snapshot of the Workday tool used by client teams to track testing.



workday.

Deployment Readiness Review - Test

View Instructions | Hide Review Items | Back to Summary

TEST	Review Items	Status	Partner PM and Customer PM Comments Pre-Final Review	Customer Assessment	DAM/DRA Response
			DEPLOYMENT READINESS REVIEW		
	Reporting Compliance Review been completed?				
Integrations					
Integrations	Have all of the integrations been added to the deployment scorecard? Please note that all integrations must be added as integration systems, not integration sets. Once all integration systems have been entered, you may "bundle" integration systems into integration sets on the scorecard. https://community.workday.com/pro-services/tools/210799	Completed	All integrations were added to the deployment scorecard.	Green	
Data Flow Validation	Are up/down stream systems properly feeding/consuming WD data?	Completed	Integrations and up/down streams have been tested. Noted on Integrations Tracker.	Green	
Integration Troubleshooting	Can the customer integrations team troubleshoot issues within their area of expertise?	Not Yet Completed	Tammy, Brenda and Spenser are able to identify issues but may need additional support to resolve issues. C-TRAN will purchase AMS support.	Green	
Vendor Testing	Have integration vendors tested and accepted sample files and signed off on the files from the Workday system? Were full files tested?	Not Yet Completed	Vendors have tested and accepted sample files. Full files have been tested. Trapeze EAM is still refining some of the fields. C-TRAN will purchase AMS support.	Green	
Data					
Data Quality Validation	Has data quality been measured and marked acceptable (target is	Not Yet	No data quality concerns have been	Green	

Customer Information | PLAN | A_AND_C_FIRST | A_AND_C_LAST | TEST | DEPLOY | Key Support Roles | Additional Resources | Ownership | Revi

Format: Project Portal (Smartsheets Testing Tracker)

Notes / Expectations:

-

Client Role: Owner

Respondent Role: Contributor

Acceptance Criteria:

- Testing completed in a manner that aligns with purpose, scope, and expectations of this Deliverable and is accepted in writing by Client in accordance with Deliverable Acceptance procedure finalized as part of the Project Charter.

Test - Deliverable # 026 - INITIAL CUTOVER PLAN – V1	
Phase: Test	
Purpose: Develop a plan that describes/identifies tasks required to cutover to Workday.	
Scope: A plan that identifies the tasks, dates and responsible parties required to cutover to Workday. .	
Format: Document – MS Excel; Project Portal (Cutover Plan)	
Notes / Expectations: - This is a living document that is updated revised by Avaap/Client management throughout the phase.	
Client Role: Jointly created with Avaap.	
Respondent Role: Jointly created with Client.	
Acceptance Criteria: • Initial cutover plan (v1) delivered to Client that aligns with purpose, scope, and expectations of this Deliverable.	

Test - Deliverable # 027 - Test Phase Sign off	
Phase: Test	
Purpose: Recognize completion of the Test phase, and related milestones.	
Scope: Test –activities completed by Avaap and Client as defined in the SOW. .	
Format: Event/Document – MS Word	
Notes / Expectations: - Avaap/Client may jointly agree to move forward with Deploy Phase activities while the Client approves completion of the A&C phase.	
Client Role: Shared ownership w/Avaap	
Respondent Role: Shared ownership w/Client	
Acceptance Criteria: • Accepted in writing by Client in accordance with Deliverable Acceptance procedure finalized as part of the Project Charter.	

Deploy - Deliverable # 028 - Build Pre-Production Tenant	
Phase: Deploy	
Purpose: To build the Workday Pre-Production Tenant.	
Scope: - Build the Pre-Production Tenant which will be used during the Deploy stage. - Avaap confirms tenant functions as anticipated with Client's configurations.	
Format: - Workday Pre-Production Tenant	
Notes / Expectations: - Avaap builds the Pre-Production tenant. - Client functional/technical team extract the data.	
Client Role: Contributor	
Respondent Role: Owner – Avaap	
Acceptance Criteria: • Pre-Production Tenant delivered to the project team for use in the Deploy phase that meets the purpose and scope identified for this deliverable.	

Deploy - Deliverable # 029 - Final Go-Live Workday Checklist

Phase: Deploy

Purpose: Ensure the completion of Workday's required Go Live Checklist.

Scope: Completion of Workday's Go Live Checklist, including required information to Workday's project Readiness – Deploy Delivery Assurance Review.

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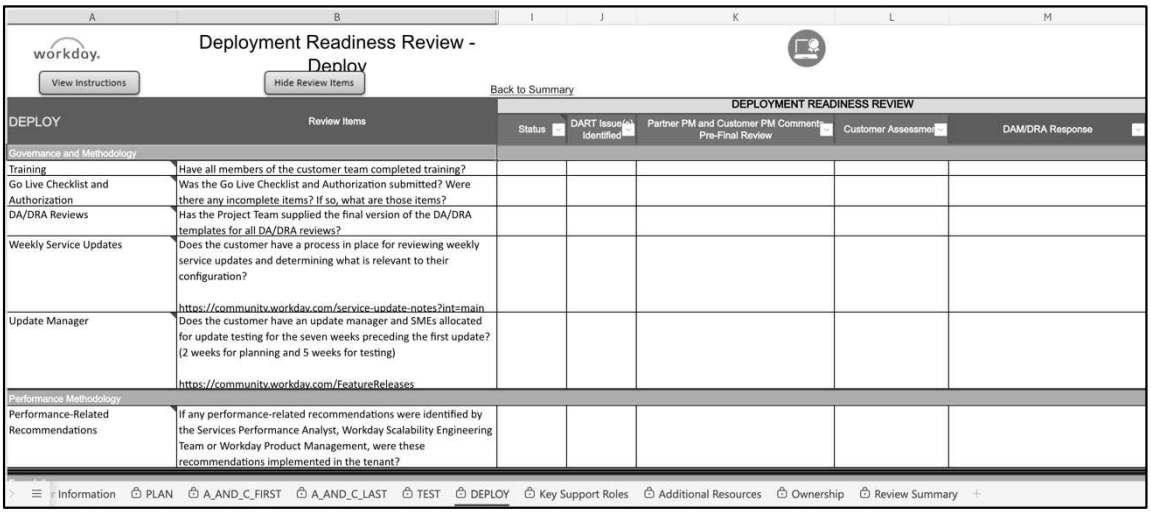
Format: Document – MS Excel; Project Portal (Checklist). A sample checklist is provided below.



workday.

Deployment Readiness Review - Deploy

View Instructions | Hide Review Items | Back to Summary

DEPLOY	Review Items	DEPLOYMENT READINESS REVIEW				
		Status	DART Issue(s) Identified	Partner PM and Customer PM Comment Pre-Final Review	Customer Assessment	DAM/DRA Response
Governance and Methodology						
Training	Have all members of the customer team completed training?					
Go Live Checklist and Authorization	Was the Go Live Checklist and Authorization submitted? Were there any incomplete items? If so, what are those items?					
DA/DRA Reviews	Has the Project Team supplied the final version of the DA/DRA templates for all DA/DRA reviews?					
Weekly Service Updates	Does the customer have a process in place for reviewing weekly service updates and determining what is relevant to their configuration? https://community.workday.com/service-update-notes?int=main					
Update Manager	Does the customer have an update manager and SMEs allocated for update testing for the seven weeks preceding the first update? (2 weeks for planning and 5 weeks for testing) https://community.workday.com/FeatureReleases					
Performance Methodology						
Performance-Related Recommendations	If any performance-related recommendations were identified by the Services Performance Analyst, Workday Scalability Engineering Team or Workday Product Management, were these recommendations implemented in the tenant?					

Information | PLAN | A_AND_C_FIRST | A_AND_C_LAST | TEST | DEPLOY | Key Support Roles | Additional Resources | Ownership | Review Summary

Notes / Expectations:

- A copy of the Go-Live Checklist must be reviewed, signed, and attached to the Move to Production Workday case at least 2 weeks prior to the Move to Production date.

Client Role: Jointly created with Avaap.

Respondent Role: Jointly created with Client.

Acceptance Criteria:

- Workday Go Live Checklist fully populated and attached to the Move to Production case.

Deploy - Deliverable # 030 - Completion of Knowledge Transfer

Phase: Deploy

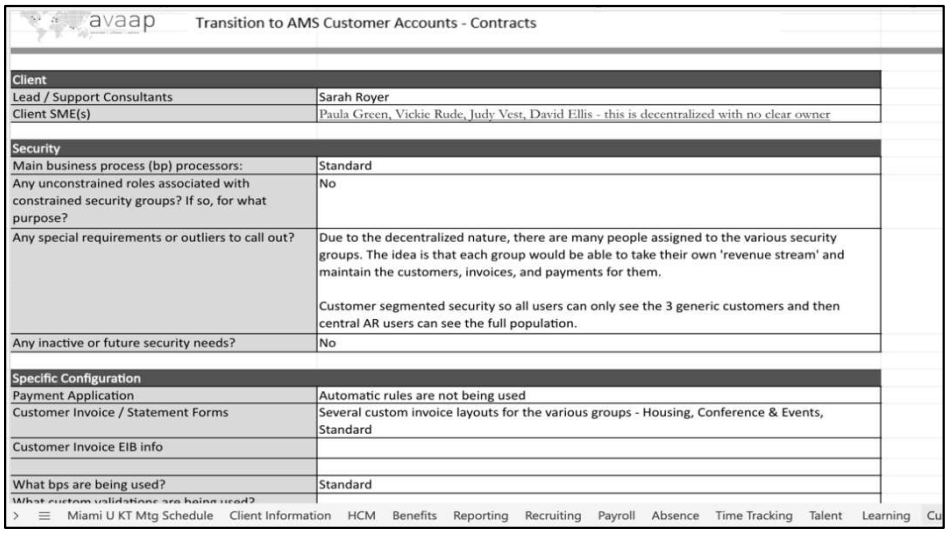
Purpose: Ensure the completion of successful Knowledge Transfer for in scope functionality approved as part of the A&C.

Scope: Completion of Knowledge Transfer sessions between Avaap consultants and Client project Team members for each in scope functional/technical area.

Format: Document – MS Excel; Project Portal (KT Plans). A snapshot of KT tracking spreadsheet is provided below.

Knowledge Transfer Meeting Schedule

Workstream	Impl Lead	AMS Consultant	Meeting Date	Date/Time (EST)	Completed Y/N
Benefits	Jii Khoo	Ternecia Niblack	8/2	3:15 PM	Yes
Recruiting	Brittany Chapman	Chandra Dorsey	8/5	3:00 PM	Yes
Payroll	Pramod Matiki	Patricia Gonzalez	8/6	11:30 AM	Yes
Talent and Learning	Brittany Hammerschmidt	Mysha Azzad	8/6	1:00 PM	Yes
Reporting	Nick Mahan	Brian Smith, Vince Montagud	8/7	12:00 PM	Yes
HCM	Gabe Ramirez, Julia Peterson, Brittany Chapman	Masroor Hasan, Mysha Azzad, Chandra Dorsey	8/7	3:00 PM	Yes
Grants	Debbie Webb (Deloitte)	Brenda Tomasello	8/7	4:00 PM	Yes
Absence	Laura Sierra	Ram Narayanasamy	8/8	10:00 AM	Yes
Expenses, Procurement, Projects, Supp Accts, Business Assts	Mike Pacini and Venu Pasumarthi	Brenda Tomasello	8/8	1:00 PM	Yes
Integrations	Kris Keithly, Shiv Shirali, Robert Sorrell	Kerry Wygal, Brian Palmer	8/8	3:00 PM	Yes
Time Tracking	Megan Welch (Deloitte)	Ram Narayanasamy	8/12	11:00 AM	Yes
Budgets, Bank&Settle, Acctg, Cust Accts	Sarah Royer	Brenda Tomasello	8/15	1:00 PM	Yes
Commitment Accounting	Sarah Royer and Justin Rose	no session required	n/a	n/a	n/a



avaap Transition to AMS Customer Accounts - Contracts

Client	
Lead / Support Consultants	Sarah Royer
Client SME(s)	Paula Green, Vickie Rude, Judy Vest, David Ellis - this is decentralized with no clear owner
Security	
Main business process (bp) processors:	Standard
Any unconstrained roles associated with constrained security groups? If so, for what purpose?	No
Any special requirements or outliers to call out?	Due to the decentralized nature, there are many people assigned to the various security groups. The idea is that each group would be able to take their own 'revenue stream' and maintain the customers, invoices, and payments for them. Customer segmented security so all users can only see the 3 generic customers and then central AR users can see the full population.
Any inactive or future security needs?	No
Specific Configuration	
Payment Application	Automatic rules are not being used
Customer Invoice / Statement Forms	Several custom invoice layouts for the various groups - Housing, Conference & Events, Standard
Customer Invoice EIB info	
What bps are being used?	Standard
What custom validations are being used?	

Miami U KT Mtg Schedule | Client Information | HCM | Benefits | Reporting | Recruiting | Payroll | Absence | Time Tracking | Talent | Learning | Cu

Notes / Expectations:

- Client may agree to extend Knowledge Transfer sessions into the Post-Production Phase.

Client Role: Jointly created with Avaap.

Respondent Role: Jointly created with Client.

Acceptance Criteria:

• Knowledge transfer completed in a manner that aligns with purpose, scope, and expectations of this Deliverable and is accepted in writing by Client in accordance with Deliverable Acceptance procedure finalized as part of the Project Charter.

Deploy - Deliverable # 031 - Deploy Phase Sign off	
Phase: Deploy	
Purpose: Recognize completion of the Deploy phase, and related milestones.	
Scope: Deploy –activities completed by Avaap and Client as identified in the SOW .	
Format: Event/Document – MS Word	
Notes / Expectations: - Mutually agreed to move to production.	
Client Role: Shared ownership w/Avaap	
Respondent Role: Shared ownership w/Client	
Acceptance Criteria: • Accepted in writing by Client in accordance with Deliverable Acceptance procedure finalized as part of the Project Charter.	

Post Production Support - Deliverable # 032 - Post-Production Support Complete	
Phase: Post-Production Support	
Purpose: Complete 6 weeks of post-production support, including post production support for Workday Financial Planning	
Scope: - 6 weeks of post-production support period completed when all true defects, either related to go-love activities or previously identified and agreed upon by both Avaap and Client as "punch List" items have been resolved. Timely testing of these defects and/or punch list items is the responsibility of the Client. - 2 weeks of post-production support of Workday Financial Planning. - Avaap will provide support / guidance on Client-led production updates.	
Format: - Document – MS Excel; Tracked via Project Smartsheet portal.	
Notes / Expectations: - Any open Knowledge Transfer sessions must be completed before the end of the consulting team support period and is limited to the Workday standard knowledge transfer sessions required to maintain a Workday service in Production.	
Client Role: Contributor	
Respondent Role: Owner – Avaap	
Acceptance Criteria: • All punch list items have been resolved and post-production support completed in a manner consistent with the Statement of Work and is accepted in writing by Client in accordance with Deliverable Acceptance procedure finalized as part of the Project Charter.	

Plan - Deliverable # 033 – Change Strategy	
Phase: Plan	
Purpose: Avaap OCM Lead will develop and deliver a customized change strategy for the client's Workday implementation. This Change Management deliverable is intended to accelerate end-user adoption of Workday by providing guidance for the communication plan, stakeholder engagement plan, resistance management plan, and training plan.	
Scope: An Avaap Workday-certified change lead will conduct Assess & Align activities (organizational assessment, stakeholder analysis, communication analysis, risk assessment, change impact assessment, sponsorship/leadership assessment) and deliver a Change Strategy based on findings, industry best practice, Client's change impacts associated with their Workday configuration, the Client's history of managing change, and Avaap best practice managing change on Workday implementations. This includes an evaluation of the initial deployment.	
Format: - Documents – MS Word, MS PowerPoint	
Notes / Expectations: - The Change Management service is intended to accelerate end-user adoption of Workday and does not include support for concurrent initiatives or broader transformation efforts. - Client will ensure the timely availability of its resources who may be required to provide input, review, and approve the deliverables specified in this SOW. - Client designation/appointment of an OCM lead	
Client Role: Contributor	
Respondent Role: Owner - Avaap	
Acceptance Criteria: • Change Strategy document delivered to Client that aligns with purpose, scope, and expectations of this Deliverable. • Change Strategy presentation with the Client OCM Lead and Leadership.	

A&C - Deliverable # 034 – OCM Project Plan v1	
Phase: Architect & Configure	
Purpose: The Avaap OCM Lead and the Client OCM Lead will partner to translate the Change Strategy into the OCM Project Plan that will guide the creation of the tactical work plans to support and prepare stakeholders.	
Scope: The Avaap OCM Lead and the Client OCM Lead will partner to determine which tactical plans will be included as part of the OCM Plan and implemented as part of the Client's Workday Deployment. This decision will be based on the organizational culture and the internal capacity of the Client.	
Format: - Documents – MS Excel (or SmartSheet), MS PowerPoint	
Notes / Expectations: Based on our experience supporting other government entities with their Workday implementation, we will recommend the inclusion of all tactical plans as part of the OCM Project Plan. However, the final decision will rest with the Client. Additionally, it is common and should be expected that the OCM Project Plan will be revised throughout the deployment as additional information is gathered.	
Client Role: Owner	
Respondent Role: Contributor	
Acceptance Criteria: • OCM Project Plan delivered to Client that aligns with purpose, scope, and expectations of this Deliverable. • Feedback is obtained from the client before the plan is finalized. • OCM Project Plan presentation with the Client Leadership. • The tactical work plans will be developed based upon the guiding project plan and continue to be refined throughout the duration of the implementation.	

A&C - Deliverable # 035 – Reports Repository	
Phase: Architect & Configure	
Purpose: Custom Reports Repository will define report status and means of development for each report identified in the SOW.	
Scope: - Confirm custom report requirements required for completion of reports to include specifications with final estimate to complete each report.	
Format: - Smartsheet	
Notes / Expectations: - Initial Reports Repository document created and jointly reviewed by Avaap EM and Client PM.	
Client Role: Contributor	
Respondent Role: Owner	
Acceptance Criteria: • Completion of Reports Repository in a manner that aligns with purpose, scope, and expectations of this Deliverable.	

Test - Deliverable # 036 – Completion of Reports Testing from Reports Repository	
Phase: Testing	
Purpose: Completion and sign-off of Testing of Reports from Custom Reports Repository.	
Scope: - Confirm custom report requirements required for completion of reports to include specifications with final estimate to complete each report.	
Format: - Smartsheet	
Notes / Expectations: - Initial Reports Repository document created during Architect & Configure Stage and jointly reviewed by Avaap EM and Client PM.	
Client Role: Owner	
Respondent Role: Contributor.	
Acceptance Criteria: • Sign-off of Testing for Reports in Reports Repository that aligns with purpose, scope, and expectations of this Deliverable.	

Deploy - Deliverable # 037 – End User Training Materials	
Phase: Deploy	
Purpose: An Avaap Consultant will lead the creation of end user training materials to support and prepare stakeholders.	
Scope: The Avaap OCM Lead and the Client OCM Lead will partner on a Training Curriculum Plan that will guide the creation of end user training materials to support and prepare stakeholders (employees and managers). The Avaap OCM Consultant will support the build out of end user training content as outlined in the training approach and curriculum plan for self-service end user training. Leveraging the client's Workday Adoption Kit, the consultant develops engaging, scalable, and accessible materials—such as job aids, quick reference guides, explainer videos, instructor-led decks, and webinar guides/scripts. E-learning content is limited to editing of video content from the Workday Adoption Kit or minor editing of recorded virtual training sessions. Training logistics are excluded from scope.	
Format: • Documents – MS Excel (or SmartSheet), MS PowerPoint, MS Word, ScreenPal	
Notes / Expectations: The client has a subscription to the Workday Adoption Kit as a starting point.	
Client Role: Contributor Client will ensure timely availability of its resources who may be required to provide input, review, and/or approve the deliverables specified in the SOW.	
Respondent Role: Owner	
Acceptance Criteria: • Training Strategy and Curriculum Plan delivered to Client that aligns with purpose, scope, and expectations of this Deliverable. • Quality check/review and approval of end user training materials.	

Appendix D: Detailed Project Roles

Avaap Team Roles

Avaap Role	Description of Role
Executive Sponsor/Program Director	Each project is assigned an Avaap Executive Sponsor and/or Program Director. This individual will serve in an advisory role and will provide oversight for the entire project. This individual provides an escalation point for any issues related to the delivery of services or issues that have the potential of adversely affecting the timeline or budget of the project. This individual maintains executive level relationships with the Client and participates in Steering Committee meetings to facilitate effective project governance. The Executive Sponsor will handle any negotiation related to scope or resource changes as required to successfully execute the project and any associated Change Orders.
Engagement Manager	Avaap will designate an Engagement Manager to be responsible for working with the Client Project Manager to ensure the overall and timely success of the initial deployment of each work stream. The Engagement Manager will help guide the deployment by providing Avaap best practices as they relate to project management techniques, the use of Avaap tools and templates, and leveraging Avaap's implementation methodology. The Engagement Manager will staff the project with Avaap or partner resources and guide their activities based on a mutually agreed upon project plan. The Engagement Manager will provide overall project status to key members of Client and Avaap's management team and participate in internal review meetings to help ensure the project is meeting deadlines and mitigate any risk.
Solution Architects/Leads	Responsible for providing cross-functional oversight to the Functional Consultants to help manage configuration and design challenges. The Solution Architect will drive consistency, efficiency and focus on the Client's objectives. Each Solution Architect maintains an overarching view of the functional aspects of the Client's Workday deployment and provides senior guidance in the details of Workday. As well, each Solution Architect leverages lessons learned from other projects to facilitate the most effective and efficient approaches and techniques related to design, configuration, integration development, testing, data conversion, reporting, and complete alignment with Workday.
Functional Consultant(s)	Responsible for working with Client to design business processes, gather functional and reporting requirements. The Consultant configures Workday according to Client requirements and documents any areas where requirements are not met. They provide best practices to ensure the Client is taking full advantage of the features/functions of the Workday solution. They support testing, data conversion, knowledge transfer, change

Avaap Role	Description of Role
	management and integration development efforts. They escalate issues that may impact the go-live date to the Avaap Engagement Manager.
Integration Consultant(s)	Responsible for working with the Avaap Business Consultant and Client Business Analysts to gather and document integration requirements. The Integration Consultant supports the configuration and testing of Avaap packaged integrations and the development of Client integrations as defined by the Statement of Work along with knowledge transfer.
Data Conversion Consultant(s)	Avaap will provide comprehensive, end-to-end data conversion support services where we will conduct all data transformation tasks required for the Workday conversion. The CClient will only be responsible for providing field mappings to the legacy system from Workday targets (provided by Avaap), providing access to the required raw data from your legacy system, data validations, and knowledge support as needed regarding the legacy system being converted. Avaap will implement data transformation workflows that take the data from the required raw data, transform the data into the required Workday target workbooks, and conduct standard data quality audits to assist with validations. These workflows will be developed using tools and processes that can be automated and are repeatable to ensure consistency and reduce errors for future conversion cycles.
Organizational Change Management Consultant	Responsible for executing the overall approach to change and the various elements of the change management plan in conjunction with the Client OCM resources, The consultant works closely with the client OCM lead and resources, the Engagement Manager, and the Functional Leads. The OCM consultant collaborates with the client OCM team and the client project team to assess the areas impacted by the project, define the strategies that will be employed to mitigate the risks associated with the change, and develop a plan to address each area.
Subject Matter Experts	Identified as needed during this implementation. Example roles could be Financial Planning SME, Security SME, or future Workday product experts.

Client Team Roles

Client personnel are experts on Client business and technologies. As such, they will have responsibility for providing project management, non-Workday functional, technical, and culture expertise to the project. The following chart depicts the delineation in the roles as it relates to Client project team.

These roles may be further refined during the project Plan Stage based on Client availability and organizational structure.

Client Role	Description of Role
Executive Sponsor / Steering Committee	Provides funding and support for the Project including ensuring all appropriate resources are available for the Project; resolving issues that are blocking the critical path of the Project, providing overall direction to Client's Project Manager and may sign, or delegate signing of, key work products/Project milestones.
Project Champions (one or more Client executives depending on the project scope and executive expertise)	Acts as a vocal and visible champion, legitimizes the project's goals and objectives, keeps abreast of major project activities and is a decision-maker for the project. The Project Champion provides strategic support for the Project Manager; assists with major issues, problems, and policy conflicts; removes obstacles; is active in planning the scope; approves scope changes; signs off on major work products; and signs off on approvals to proceed to each succeeding project stage. The Project Champion is the project advocate, ensuring the overall success and direction of the project. Ideally this person has both technical acumen, process and project management acumen and is respected as a leader among the end user community. This person builds relationships across functions and acts as a change management champion and catalyst for transformation through all stages of deployment and once in production. The Project Champion sets the organizational message and expectations for all Workday users.
Client Project Manager	Provides day–to-day direction for Client roles by owning the project plan, establishing, and managing project details, work products, schedules, tasks, and assignments. Additionally, this role will coordinate activities with other teams, including 3rd party providers and identifying potential issues and proactively resolving the issues to minimize the impact to the project budget, scope, and schedule. This role may also have responsibility for signing and approving completion of key work products/milestones.
Business Analysts (Subject Matter Experts)	The individual or individuals who are familiar with Client business processes and systems and can provide information to the Business Consultants to configure the Workday Solution. Responsibilities include: Communicating functional requirements that need to be

Client Role	Description of Role
	configured in Workday; describing current business processes and working with the team to simplify and improve; working with Business Consultant to help map and load data into Workday; actively participating in all testing activities; cleansing data prior to providing it to Avaap Business Consultant; standardizing job, compensation, and organization set-up data; validating data converted into the Workday solution; developing custom reports; and conducting end-user training.
Technical Analysts (Subject Matter Experts)	Technical resources that will perform the following: provide expertise on the third-party interface requirements; design, develop, and test all custom integrations identified in Project scope; assist Avaap in the configuration and testing of all Workday integrations identified in the Project scope; supporting the extraction of data from legacy systems and support the conversion and loading of data into Workday.
Testing Lead	The individual is familiar with Client business processes and systems and will assist with coordinating the resources in the various test cycles. As part of this role, the individual is expected to help collect and assemble test scripts, organize into the Avaap provided Testing Management Tool, ensure that tests are executed and the subsequent results are collected from functional Testers and maintained in the Testing Management Tool, ensure that any issues/defects are document by the functional Testers using the identified defect management process.
Workday Administrator	This resource will be a key contact to Workday's Client Success during deployment. He/she may be responsible for logging Client care cases, training, or other Client Success activities. This resource will be the person responsible for the Workday solution following the Move to Production. Typically provides "Tier 1" support to the Client's organization and serves as point of contact for the Workday Production Support team and to Avaap. Looks for ways to optimize and improve the use of the Workday application. Coordinates and ensures updates are planned for and executed properly.
OCM Lead	Responsible for the overall OCM partnership with Avaap and the internal leadership of OCM resources and the client facing change leadership. Responsible for the execution of OCM-related activities and deliverables.

Client will:

- Designate and involve a senior executive to be actively involved in project oversight and to serve as a project champion who can be available to resolve escalations impacting the fundamental success of the project;

- Ensure that Client staff is available to provide such assistance as Avaap reasonably requires and that Avaap is given reasonable access to Client senior management, as well as any members of its staff to enable Avaap to provide the Services. Client will ensure that its staff has the appropriate skills and experience. If any Client staff fails to perform as required, Client will make suitable additional or alternative staff available;
- Provide all information and materials reasonably required to enable Avaap to provide the Services. Avaap will not be responsible for any loss, damage, delay, or deficiencies in the Services arising from inaccurate, incomplete, or otherwise deficient information or materials supplied by or on behalf of Client;
- Obtain and manage (with appropriate agreements in place) any third parties and those third-party products (including any hardware, software, communications equipment, and the like) and services upon which Avaap is relying on to provide the Services described herein (e.g., Workday and third-party services integrated with Workday);
- **Note:** Client acknowledges and agrees that Avaap is not responsible for any project delays resulting solely from defects or functionality gaps in the Workday software.
- **Note:** Client acknowledges and agrees that all work products and services provided as part of such Workday services are the responsibility of Workday.
- Provide Avaap with access to all preparatory analyses, including readiness assessments, total cost of ownership estimates, requirements analyses, and Workday fit/gap assessments;
- Verify Client has appropriate agreements in place with third parties whose work may affect Avaap's ability to provide the Services. Unless specifically agreed to otherwise in writing, Client is responsible for the management and performance of third parties, and for any third-party hardware, software or communications equipment used in connection with the Services;
- If making available to Avaap any facilities, software, hardware, or other resources in connection with Avaap's performance of Services, obtain at no cost to Avaap, any licenses or approvals related to these resources that may be necessary for Avaap to perform the Services. Avaap will be relieved of its obligations that are adversely affected by Client's failure to promptly obtain such licenses or approvals. Client agrees to reimburse Avaap for any reasonable expenses that Avaap may incur from Client's failure to obtain these licenses or approvals;
- After Workday is live in Production, customer will be solely responsible for testing and any activities in the Workday Production tenant which shall include configuration, business processes, data, reports, and integrations. Client will provide written acceptance of test results to Avaap at the end of the Test Stage. If Avaap agrees in writing to access Client's production tenant for any activity client shall verify production results and is solely responsible for production accuracy. Client shall provide written acceptance to Avaap after activity is executed in a Production tenant.
- Perform Client roles and responsibilities as indicated in the "Roles and Responsibilities" Appendix C and the *Workday Roles*

WILCO

25RFP21 Enterprise Resource Planning (ERP)System

Scoring Summary

Active Submissions

Supplier	Total / 200 pts	Functionality / 30 pts	Technical / 10 pts	Approach / 20 pts	Respondent Experience / 15 pts	Proposed Staff Experience / 5 pts	Cost / 20 pts	Functionality Demonstrated / 30 pts	Technical Capabilities / 15 pts	Approach Discussion / 20 pts	Experience Discussion / 5 pts	Reference Feedback / 20 pts	Comparable References / 10 pts
Avaap	166.72	24.89	7.778	15.5	11.72	4.389	18.66	25.11	13.11	18.11	4.444	15.89	7.111
Creoal Consulting, LLC	159.26	28.56	9.333	17.72	12.84	4.444	7.25	24.78	10.83	17.22	4.167	15.22	6.889
Guidehouse Inc	158.4	23.67	8	16.11	12.5	4.278	16.4	24.28	12.78	14.67	3.833	14	7.889
Collaborative Solutions	152.28	22.89	7.111	14.13	11.56	4.111	14.93	24.56	12.78	13.11	3.778	15.56	7.778
AppsAssociates	148.49	26	8.111	15.86	11.33	3.889	8.359	24.11	11.17	16.28	3.833	13.11	6.444
AST, LLC	141.2	25.11	8	16.22	10.61	4	9.65	20.67	10.39	13.67	3.333	12.78	6.778
Precision Task Group, Inc.	71.07	21.44	7	9.993	10.39	3.056	19.19	-	-	-	-	-	-
Graviton Consulting Services	69.96	24.44	8.222	14.42	9.833	3.667	9.37	-	-	-	-	-	-
Highstreet IT Solutions, LLC	68.73	24.22	8	13.51	10.22	4.556	8.22	-	-	-	-	-	-
Strada U.S. Professional Services, LLC	67.8	19.67	6.333	9.62	8.722	3.556	19.9	-	-	-	-	-	-
Baker Tilly Advisory Group, LP	61.23	21.78	7.889	12.39	8.778	3.722	6.67	-	-	-	-	-	-
Tyler Technologies	59.81	14.89	5.889	8.291	8.889	2.778	19.08	-	-	-	-	-	-

OnActuate Consulting Inc.	59.55	17	5.333	9.107	9.167	3.444	15.5	-	-	-	-	-	-
Novamodus Inc.	58.84	20.56	5.778	11.16	5.889	3.778	11.68	-	-	-	-	-	-
UKG Kronos Systems, LLC	48.71	7.956	4.333	7.036	7.611	1.778	20	-	-	-	-	-	-
RighIT Solutions LLC	48.39	16.56	5.889	10.55	5.167	2.667	7.56	-	-	-	-	-	-
Oracle	40.33	10.25	4.125	4.375	5.125	1.375	15.08	-	-	-	-	-	-

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:
2025-1287608

Date Filed:
03/27/2025

Date Acknowledged:

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

AVAAP USA, LLC.
Columbus, OH 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.

25RFP21
25RFP21 Enterprise Resource Planning (ERP) System

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 Rich Walega, and my date of birth is 1/26/1967.

My address is 1400 Goodale Blvd Ste 100 (street), Columbus (city), OH (state), 43212 (zip code), USA (country).

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

Executed in Franklin County, State of Ohio, on the 27 day of March (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:
2025-1287608

Date Filed:
03/27/2025

Date Acknowledged:
10/09/2025

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

AVAAP USA, LLC.
Columbus, OH 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.

25RFP21
25RFP21 Enterprise Resource Planning (ERP) System

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

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

6 UNSWORN DECLARATION

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

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

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

Commissioners Court - Regular Session **36.**

Meeting Date: 10/21/2025

Approval of Agreement #2026-46 to Berry, Dunn, McNeil & Parker, LLC. for Project Manager Implementation Assistance for ERP for Information Systems

Submitted For: Joy Simonton **Submitted By:** Brenda Fuller, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving agreement #2026-46 for Berry, Dunn, McNeil & Parker, LLC.for ERP Implementation Assistance with Project Management for $499,800.00, in accordance with the Texas Interlocal Purchasing System Vendor Agreement, TIPS RFP 230601 and authorize execution of the agreement. Funding source is P710.

Background

This agreement is to provide project management assistance to Williamson County for the implementation of a new enterprise resource planning (ERP) system. The contract term is October 1, 2025, through January 31, 2027. Budgeted is Fiscal Year 2026, Project P710,2, 2025 CIP, Origination #3659, Department Contact is Minnie Beteille in Information Services.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement Redacted

Form 1295 Redacted

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/13/2025 10:18 AM
Form Started By: Brenda Fuller		Started On: 10/07/2025 11:44 AM
Final Approval Date: 10/13/2025		

PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH BERRY, DUNN, MCNEIL & PARKER, LLC

ERP Implementation Assistance with Project Management

THIS PROFESSIONAL CONSULTING SERVICES AGREEMENT ("Agreement") between Berry, Dunn, McNeil & Parker, LLC, (hereinafter "Consultant"), and Williamson County, Texas, a political subdivision of the State of Texas (hereinafter "County"), having an address of 710 Main Street, Suite 101, Georgetown, Texas 78626, sets forth the terms and conditions pursuant to which Consultant will provide certain services. Consultant and County shall collectively be referred to as the "Parties."

I.
PROFESSIONAL CONSULTING SERVICES

A Statement of Work ("SOW") is attached hereto as Exhibit "A" and the terms therein are incorporated in this Agreement. Consultant agrees to perform the Professional Consulting Services ("Services") as set forth in the attached SOW, and in any subsequently approved SOW referencing this Agreement, in a professional manner. Consultant will provide the services described in the SOW by using Consultant personnel or selected independent contractors. Servies will include ERP Implementation Assistance with Project Management. Consultant agrees to provide the items described in the SOW ("Deliverables").

II.
TERM AND TERMINATION

A. This Contract shall begin October 1, 2025 and shall continue through September 30, 2027 when signed by all parties. Consultant shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Services will not be completed on or before the Project Completion Date and in full accordance with the terms of the SOW. Upon successful completion of the services as described in the SOW, this Agreement shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

B. Either party may terminate this Agreement, with or without cause, upon not less than thirty (30) calendar day's written notice to the opposite party. County shall pay Consultant for all Services performed prior to termination.

C. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within ten (10) days of receipt of the notice, additional steps may be taken to terminate this Agreement.

If the breaching party begins a good faith attempt to cure the Event of Breach within said ten (10) days, then and in that instance, the said ten (10) day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the Event of Breach within the above referenced ten (10) day period or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies mentioned hereinafter and/or remedies available under the law, terminate this Agreement.

III.
PAYMENT, TAXES & EXPENSES

A. Payment Terms. County will pay Consultant a flat fixed fee for the Services, as set forth in the attached SOW. The not-to-exceed amount for the life of this contract shall be Four Hundred Ninety-Nine Thousand Eight Hundred Dollars ($499,800.00).

Unless specified otherwise in the SOW, Consultant will invoice County semi-monthly for Services. County's payment of the Services and Deliverables shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Consultant of the discrepancy. Following County's notification of any discrepancy as to an invoice, Consultant must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

B. Taxes. County agrees to pay the amount of any sales, value added, use, excise, or similar taxes applicable to the performance of the SOW, if any, or County shall provide Consultant with a certificate acceptable to the taxing authorities exempting County from payment of such taxes.

C. Expenses. In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the Services subject of this Agreement, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by

reference. The Williamson County Vendor Reimbursement Policy can be found at: WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf (wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

IV.
OWNERSHIP AND LICENSE

Consultant retains all ownership and intellectual property rights in techniques, methodology, and products (collectively "IP") provided or used by Consultant in the performance of services, and any extensions to Consultant IP developed in conjunction with the SOW, including but not limited to software code, operating instructions, unique design concepts, software development tools, and training materials. Consultant grants to County, a perpetual, nonexclusive, nontransferable, worldwide, fully paid-up license to use, solely for its own internal business purposes, elements of the Deliverables, which contain Consultant IP.

V.
CONFIDENTIAL INFORMATION

A. To the extent authorized by law, any business, operational, commercial, financial, or technical information furnished by Consultant to County under this Agreement will remain Consultant's property, will be deemed proprietary, will be kept confidential to the extent allowed by law, and will be promptly returned at Consultant's request. Except as otherwise required by law, County may not disclose, without Consultant's written permission, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this section will survive the cancellation, termination, or completion of this Agreement.

B. To the extent authorized by law, any business, operational, commercial, financial, or technical information provided by County to Consultant will remain County's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at County's request. Consultant may not disclose, without County's written permission or as required by law, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the cancellation, termination, or completion of this Agreement.

C. To the extent, if any, that any provision in this Agreement conflicts with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers, and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or information furnished to County as to whether or not the same must be made available to the public. It is further understood that County, its officers and employees shall have the right to

rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to Consultant for the disclosure to the public, or to any person or persons, of any items or information furnished to County by Consultant in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

VI.
RELATIONSHIP BETWEEN THE PARTIES

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

VII.
WARRANTY

Consultant warrants that the Services provided pursuant to this Agreement will be performed consistent with generally accepted industry standards and as provided in Article 1. Consultant shall be responsible for the accuracy of his/her/its Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Consultant's responsibilities for all questions arising from errors and/or omissions, subject to the dispute resolution provisions set out herein.

VIII.
INDEMNIFICATION

CONSULTANT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT, ERROR OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY CONSULTANT, CONSULTANT'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER AGREEMENT WITH CONSULTANT INCLUDING, WITHOUT LIMITATION, CONSULTANT'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH CONSULTANT EXERCISES CONTROL.

CONSULTANT FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM CONSULTANT'S FAILURE TO PAY CONSULTANT'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS AGREEMENT BY CONSULTANT.

CONSULTANT FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY CONSULTANT IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE AGREEMENT DOCUMENTS SHALL NOT LIMIT CONSULTANT'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM CONSULTANT IS NOT LEGALLY LIABLE, CONSULTANT'S OBLIGATIONS SHALL BE IN PROPORTION TO CONSULTANT'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF CONSULTANT, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH CONSULTANT EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN CONSULTANT IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. CONSULTANT SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT CONSULTANT, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH CONSULTANT EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND REASONABLE ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE CONSULTANT, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH CONSULTANT EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES RESULTING IN ANY WAY FROM THIS AGREEMENT.

IX.
INSURANCE

Consultant must comply with the following insurance requirements at all times during this Agreement:

A. Coverage Limits. Consultant, at Consultant's sole cost, shall purchase and maintain during the entire term while this Agreement is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Certification of Coverage. Prior to the performance of any Services, Consultant shall furnish County with a Certificate of Insurance issued by the insurer evidencing the required coverages and terms under this article. As further set out below, Consultant shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Consultant hereunder.

C. **Additional Insureds; Waiver of Subrogation. "Williamson County, Texas, its directors, officers and employees" shall be added as additional insureds under policies listed under (2) and (3) above**, and on those policies where "Williamson County, Texas, its directors, officers and employees" are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

D. **Certificate Holder.** The name of the Certificate Holder in the Certificate of Insurance issued by the insurer shall be as follows:

Williamson County, Texas
C/O: Williamson County Purchasing Department
100 Wilco Way
Suite P101
Georgetown, TX. 78626
Email: purchase@wilco.org

E. **Insurance Policy Endorsements.** Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified ten (10) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail, and by email to:

   Williamson County, Texas
   C/O: Williamson County Purchasing Department
   100 Wilco Way
   Suite P101
   Georgetown, TX. 78626
   Email: purchase@wilco.org

   With copy to:
   Williamson County Auditor's Office
   Attn: Agreements Auditor
   901 South Austin Avenue
   Georgetown, Texas 78626
   Email: contractaudit@wilco.org

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

F. **Notices by Consultant.** Consultant shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, Consultant shall also notify County, within twenty-four (24) hours of**

receipt of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.

G. **Premiums and Deductible.** Consultant shall be responsible for payment of premiums for all of the insurance coverages required under this section. Consultant further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Consultant is responsible hereunder, Consultant shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $100,000 in the Consultant's insurance must be declared and approved in writing by County in advance.

H. **Insurance Company Rating.** The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

I. **No Arbitration.** It is the intention of the County and agreed to and hereby acknowledged by the Consultant, that no provision of this Agreement shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Agreement.

J. **Subcontractor/Subconsultant's Insurance.** Without limiting any of the other obligations or liabilities of Consultant, Consultant shall require each subcontractor/subconsultant performing work under this Agreement (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article, including the required provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for Consultant's subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for Consultant's subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of Consultant hereunder.

Consultant shall obtain and monitor the Certificates of Insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Consultant must retain the Certificates of Insurance for the duration of this Agreement and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these Certificates of Insurance.

K. **Cost of Insurance.** The cost of all insurance required herein to be secured and maintained by Consultant shall be borne solely by Consultant.

X.
CHANGE REQUESTS

County or Consultant may request changes to the Services to be performed under the applicable SOW by written notice ("Change Requests"). The nature of these changes includes, but are not limited to, additions to or deletions from any services, changes to the schedule, prevention or loss of work due to inadequate facilities or technical infrastructure, or changes to key final decisions, or, any extra work by Consultant necessitated by County not meeting its obligations or preventing Consultant from meeting its obligations.

All Change Requests shall be subject to the following terms:

i. Disputes regarding Change Requests shall be handled pursuant to applicable dispute resolution section contained herein below;
ii. Any changes to the terms of this Agreement shall be reduced to a written amendment and executed by both parties prior to such changes becoming effective; and
iii. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any amendment relating to a Change Request, the terms and conditions of this Agreement shall control.

XI.
DISPUTE RESOLUTION; MEDIATION

The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, Agreement, statute, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorneys fees. Nothing herein is intended to prevent either party from seeking any other remedy available hereunder or at law, including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

XII.
GENERAL

A. 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.

B. 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.

C. 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.

D. Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

E. 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.

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

G. County's Right to Audit. Consultant 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 Consultant which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Consultant agrees that County shall have access during normal working hours to all necessary Consultant 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 Consultant reasonable advance notice of intended audits.

H. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Consultant 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.

I. Conflicting Terms. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the SOW, as amended, the terms and conditions of this Agreement shall control.

J. 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.

K. Entire Agreement. This Agreement (including any SOW attached hereto or subsequently approved by the parties) represents the entire agreement between the parties and supersedes any and all prior or contemporaneous agreements or representations. This Agreement may not be modified or amended except in a writing signed by an authorized representative of each party. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT. It is agreed that the terms of this Agreement shall supersede the preprinted terms in any County purchase order or other ordering document.

WITNESS WHEREOF each County and Consultant has caused its authorized representatives to execute and deliver this Agreement effective as of the date which this agreement is last signed below.

BERRY, DUNN, MCNEIL & PARKER, LLC (Consultant)

By: _____

Name: Seth Hedstrom

Title: Principal

Date: October 7, 2025

WILLIAMSON COUNTY, TEXAS (County)

By: _____

Printed Name: _____

Capacity: As Presiding Officer of the
Williamson County Commissioners Court

Date: _____, 20_____

Reviewed by Contract Audit
Joel Brophy
Internal Audit Director
Williamson County Auditor's Office
Date: Oct 09 2025 Time: 10:47 am

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Oct 09 2025 Time: 3:13 pm

EXHIBIT “A”

BerryDunn

September 5, 2025

[redacted]

On behalf of Berry, Dunn, McNeil & Parker, LLC (BerryDunn, we, our), we are pleased to submit this letter to Williamson County (the County) as it plans to implement a new enterprise resource planning (ERP) solution. We consider it a privilege to continue serving the County and would welcome the opportunity to expand our relationship by way of this initiative.

Below and on the following pages, we provide our experience with similar projects and our proven yet flexible approach to providing the County's desired services, and we outline the fees associated with a project of this nature. We would be happy to discuss the contents of this proposal or provide additional information to the County upon request.

We value the County's openness and flexibility to discussing our proposed services. No matter how many clients we assist, we take care to help ensure the experience is tailored to the nuanced needs and resources of our clients. We welcome the opportunity to continue our relationship with the County by providing the services requested. Should you have any questions, or if you would like to discuss this letter, please feel free to contact us directly.

Sincerely,

Seth Hedstrom, Project Principal
Berry, Dunn, McNeil & Parker, LLC
Local Government Practice Group
[redacted]

Austin Nichols, Manager
Berry, Dunn, McNeil & Parker, LLC
Local Government Practice Group
[redacted]

BerryDunn is the brand name under which Berry, Dunn, McNeil & Parker, LLC and BDMP Assurance, LLP, independently owned entities, provide services. Berry, Dunn, McNeil & Parker, LLC provides tax, advisory, and consulting services. BDMP Assurance, LLP, a licensed CPA firm, provides attest services.

BerryDunn

Relevant Experience

Our Commitment to the State

With BerryDunn, the County will be served by a firm and project team members who have demonstrated their commitment to the State of Texas (the State). In the past 10 years, BerryDunn has completed more than 100 projects for 60 cities, counties, state agencies, and universities, including those listed below. We also take pride in our local presence, as we have more than 30 employees who reside in the State and many who have worked in State's local government landscape.

- City of Allen
- City of Amarillo
- City of Arlington
- City of Austin
- City of Benbrook
- City of Burleson
- City of Carrollton
- City of Cedar Hill
- City of Cedar Park
- City of College Station
- City of Coppell
- City of Dallas
- City of Denton
- City of DeSoto
- City of Duncanville
- City of Ennis
- City of Farmers Branch
- City of Fate
- City of Fort Worth
- City of Frisco
- City of Galveston
- City of Garland
- City of Georgetown
- City of Grand Prairie
- City of Irving
- City of Katy
- City of Leander
- City of Mansfield
- City of Mesquite
- City of Midland
- City of New Braunfels
- City of Pearland
- City of Pflugerville
- City of Plano
- City of Port Arthur
- City of Richardson
- City of Rowlett
- City of Sugar Land
- City of San Antonio
- City of Taylor
- City of University Park
- City of Weatherford
- City of West University Place
- City of Wichita Falls
- Denton County Transit Authority
- Ellis County
- Galveston County
- North Texas Emergency Communications Center
- Round Rock ISD
- Tarrant County College District
- Texarkana Water Utilities
- Texas A&M University
- Travis County
- University of North Texas Health Science Center at Fort Worth
- **Williamson County**

ERP Familiarity

BerryDunn has extensive experience assisting clients in every stage of the enterprise system planning, selection, and implementation life cycle; experience and familiarity with most systems and their associated modules in the marketplace; and lack of affiliation with any specific vendor. Our experience assessing a wide variety of vendors means that we understand the capabilities and limitations of today's systems. Enterprise systems that we have reviewed as part of system planning engagements and those that clients have selected for implementation are included in Figure 1 below. The County will be pleased to notice that we have experience with all in-scope modules, also described in Figure 1, thereby helping ensure a thorough and insightful process.

Figure 1: Enterprise System Vendors

Financial Management

- Accounting, Finance, General Ledger
- Accounts Payable
- Accounts Receivable
- Budgeting
- Check Reconciliation
- Grant Management
- Payroll
- Procurement, Purchasing
- Project Accounting
- Treasury Management

Human Capital Management

- Applicant Tracking
- Benefits
- Certificates and Training
- Employee Timecard
- Human Resources
- Learning Management
- Payroll
- Performance Management
- Personnel
- Recruiting
- Time Entry, Scheduling

Tax, Billing, Collections

- Cash Receipts
- Credit Card Functionality
- Debt Service Management
- Miscellaneous Billing
- Payment Card Processing
- Point of Sale
- Revenue Collections
- Tax Billing and Collections

Permitting and Land Use

- Building Permits and Licenses
- Code Enforcement
- Computer Assisted Mass Appraisal
- Electronic Plan Review
- GIS
- Inspections
- Land Management
- Permitting
- Planning and Zoning

Public Safety

- Computer-Aided Dispatch
- Fire Records Management
- Records Management

Enterprise Asset Management

- Facilities Management
- Fixed/Capital Asset Management
- Fleet Management
- Inventory Management
- Work Orders

Utility Billing

- Customer Information Management
- Service Order Management
- Utility Management and Billing

Customer Relationship Management

- Customer-Facing Web Interface
- Customer Information Management
- Request for Service

Justice

- Municipal Court
- Jail Management
- Probation Management
- Prosecution Management

Other

- Business Intelligence
- Clerk/Recorder's
- Contract Management
- Document Management
- Electronic Health Records
- Occupational Licensing
- Special Assessments

Implementation Assistance

BerryDunn has conducted more than 200 systems-related projects, and we have been involved in all stages of the system life cycle. This involvement includes requirements and request for proposal (RFP) development, vendor and/or system integrator selection, the contract negotiations and approval process, and implementation support activities. In Table 1, below, we list those systems consulting clients for whom we provided comparable implementation services—whether in a project management, oversight, quality assurance, or independent verification and validation (IV&V) capacity. We have served a wide variety of organizations on similar engagements, as seen below.

Table 1: Local Government Implementation Support Experience

Adams County, CO	City of Farmers Branch, TX	City of Redding, CA	Louisville Jefferson County Metropolitan Government, KY
Carver County, MN	City of Fountain Valley, CA	City of Richland, WA	Metro Nashville Davidson County, TN
Chicago Metropolitan Agency for Planning, IL	City of Frisco, TX	City of San Leonardo, CA	Minnehaha County, SD
City of Alameda, CA	City of Gahanna, OH	City of Santa Fe, NM	Mobile County Health Department, AL
City of Allen, TX	City of Glendale, AZ	City of Shoreline, WA	Monroe County, FL
City of Amarillo, TX	City of Grand Prairie, TX	City of Simi Valley, CA	Montgomery County, PA
City of Aurora, CO	City of Grants Pass, OR	City of Sioux Falls, SD	Outagamie County, WI
City of Avondale, AZ	City of Helena, MT	City of Snoqualmie, WA	Peoria County, IL
City of Beaverton, OR	City of Independence, MO	City of South Jordan, UT	Person County, NC
City of Bismarck, ND	City of Irvine, CA	City of Spokane Valley, WA	Pitkin County, CO
City of Bloomington, MN	City of Irving, TX	City of Sugar Land, TX	Saginaw County, MI
City of Boca Raton, FL	City of Kirkwood, MO	City of Surprise, AZ	Scott County, IA
City of Boulder, CO	City of Lawrence, KS	City of Tampa, FL	Sussex County, DE
City of Broken Arrow, OK	City of Long Beach, CA	City of Tucson, AZ	Syracuse City School District, NY
City of Burlington, VT	City of Manassas, VA	City of Waynesboro, VA	Town of Greenwich, CT
City of Carrollton, TX	City of Mercer Island, WA	City of Weatherford, TX	Tri-County Health Department, CO
City of Chaska, MN	City of Mesquite, TX	City of Wilmington, NC	Village of Oak Park, IL
City of Cleveland, OH	City of Midland, TX	City of Worcester, MA	Washington County, MN
City of College Station, TX	City of Milpitas, CA	Clark County, WA	Washtenaw County, MI
City of Coral Springs, FL	City of Minot, ND	Coachella Valley Association of Governments, CA	Waukesha County, WI
City of Corona, CA	City of Ormond Beach, FL	Coachella Valley Water District, CA	Yamhill County, OR
City of Duncanville, TX	City of Oxnard, CA	Coconino County, AZ	
City of Detroit, MI	City of Pearland, TX	Goochland County, VA	
City of Dover, DE	City of Philadelphia, PA	Guilford County, NC	
City of Edina, MN	City of Prior Lake, MN	Hamilton County, IN	
City of Fargo, ND	City of Puyallup, WA		
	City of Rapid City, SD		

Proposed Work Plan

BerryDunn strives to be flexible when it comes to development and execution of an effective work plan. We understand that no two projects are exactly alike and believe that **one of the primary reasons for our success with similar projects is our willingness to be flexible in adapting to our clients' unique needs.**

The overarching benefits of our approach the County can expect include:

- A methodology based on our extensive experience conducting similar projects
- A focus on supporting the County's implementation at the desired level of involvement with significant resource commitments from our team, as appropriate
- Quality assurance processes that incorporate the County's review and approval of all deliverables and key milestones
- Built-in project management and change management best practices—focused on keeping the project on time, on budget, and progressing at a healthy pace
- Thorough business process improvement activities
- A focus on taking full advantage of the newest technology and harnessing efficiencies by reviewing business practices or implementing technology to enhance existing business processes performed by individual departments and those performed across the County

A digital transformation project of this magnitude will require significant resources from County staff. It will be important for County and key project stakeholder groups to dedicate sufficient resources throughout the duration of the project to help ensure completion of project objectives in a timely manner. We understand that individuals contributing to the initiative have other daily responsibilities that are a priority. As part of our planning activities, we will partner with the County's project team to determine the right staff to involve in each phase of this project based on factors such as subject matter expertise and availability. During project planning, we will also develop a high-level estimate of staffing and resource needs for subsequent project activities and define the roles and time commitments required of each resource. This will allow impacted staff and their managers to adequately plan and prepare for their involvement, while helping to ensure that there is no gap in performance of their daily work.

Implementation Project Management Assistance
With this level of service, our project team will be active in the daily project activities, working alongside the County's project management team (PMT). In this role, we will identify project risks and issues, monitor project activities, provide recommendations to mitigate risks, and lead the coordination of vendor activities. We are happy to customize our approach to providing implementation assistance for the County at the appropriate time to help ensure we provide its desired level of support.
1. Develop Project Charter. We will draft a Project Charter that encompasses the full scope of County's implementation. This governance document will include a change management plan, stakeholder register, communication plan, risk and issues register, and status report templates. We will provide the Project Charter in draft version to County and facilitate a remote session with County's PMT to discuss the documents and collect feedback. We will then update the documents and submit them to County in final form.

Implementation Project Management Assistance
◢ **D1.** Project Charter
2. Review vendor implementation plans. We will provide an in-depth review of the vendor's implementation plans, including at a minimum the Project Plan. We will discuss our recommended changes and considerations with County's project team before communicating requested changes to the vendor. The goal is to collaboratively discuss preferred changes based upon County's, vendor's, and BerryDunn's collective experience and perspective for the most advantageous end products.
◢ **D2. Project Plan Review**
3. Develop Project Management Documents. Following the review of the vendor's plans, we will develop any necessary supplemental materials we believe to be critical to County's implementation. These may include further definition of stakeholders, risk management, project documentation, and other items. The content areas will be determined by what is included in the vendor's plans with the goal of removing any redundancy that might cause confusion to project stakeholders. This documentation will be reviewed and confirmed with County's project team before being put into use.
◢ **D3. Project Management Documents**
4. Conduct implementation activities. One of the keys to project success is enabling County's teams to take on appropriate roles and responsibilities and to make informed decisions for both implementation and long-term operational success and ownership of the software. Our project management approach is designed with this in mind. We will provide specialized expertise throughout the project. Throughout the implementation, we will bring our prior implementation and local government experience to provide a forward-looking perspective, reduce risk, and promote the achievement of the goals and objectives for the project. We anticipate being involved in the following key project management activities of the implementation, as shown on the following pages. Each of the following implementation activities are summarized into amounts included in Table 1 below.

		Project Management	
No	**Key Implementation Activity**	*Lead*	*Assist*
1	Reviewing the Project Plan and Schedule in conjunction with other PMT members	✓	
2	Managing the project scope, deliverables, and timeline with assistance from other PMT members	✓	
3	Helping to ensure that the project team stays focused, tasks are completed on schedule, and that the project stays on track	✓	
4	Coordinating project tasks with assistance from other PMT members	✓	
5	Functioning as the main point of contact for the vendor's project manager, participating in daily project activities (when applicable), and tracking project tasks	✓	
6	Facilitating an implementation kickoff meeting	✓	

		Project Management	
No	**Key Implementation Activity**	*Lead*	*Assist*
7	Holding monthly meetings with County's Executive Steering Committee to update project status and budget status, and to research a verdict on any escalated process decisions that need to be made	✓	
8	Reviewing the project budget, including change orders, and the vendors' contract compliance inclusive of the SOW.	✓	
9	Facilitating County staff's development of workflow processes for each department in alignment with the preferred vendor. This could include developing as-is and to-be process maps to be reviewed by County staff.		✓
10	Facilitating the data conversion process with the vendor and County staff		✓
11	Facilitating the development of software interfaces/integrations with the vendor and County staff		✓
12	Working with the vendor and County staff and helping to ensure vendor accountability by: • Identifying any opportunities to improve the County's processes and polices in alignment with products and services delivered to the County by the preferred vendor. • Facilitating the gathering and sharing of any technical information requested by the vendor	✓	
13	Providing risk management, including the following: • Identifying project risks • Developing mitigation strategies • Communicating project risks to County and vendor staff • Assigning key activities to mitigate or resolve project risks	✓	
14	Providing weekly tracking of the following: • Reporting of project risks and issues • Recently completed tasks and upcoming project activities	✓	
15	Providing change management oversight, including the development and maintenance of a Change Management Plan that may include the following: • Target State Definition • Weekly Change Management Team Meetings • Development of Change Management Artifacts for County Review and Distribution		✓

		Project Management	
No	**Key Implementation Activity**	*Lead*	*Assist*
	• Change Structure and Governance Approach • Change Impact Assessment • Stakeholder (or User) Analysis • Communication Plan		
16	Managing the user acceptance testing (UAT) process, including: • Reviewing the vendor's test plan and any applicable test scripts • Providing assessment of testing activities • Providing recommendations for modifications to the testing plan to increase the likelihood of success • Directing County staff in the development of tailored test scripts • Managing logistics related to scheduling UAT activities • Providing analysis of test results • Overseeing regression testing and required configuration changes		✓
17	Facilitating oversight of vendor training activities, including: • Reviewing the vendor's training plan and training materials • Overseeing vendor training activities • Providing recommendations for modifications to the training delivery • Providing feedback on the vendor's training documentation		✓
18	Performing a go-live readiness assessment by phase	✓	
19	Providing go-live support, including managing the County's responsibilities related to the cutover plan and supporting triaging open items within the established decision-making framework	✓	
20	Support post-production cutover stabilization to promote resolution of open items, system adoption, and reinforcement of new business processes		✓

Proposed Fees

Below in Table 2, we present the estimated fees associated with our work plan as it relates to providing implementation project management services. We are proposing a blended hourly rate of $260 valid through January 31, 2027.

All work will be conducted in accordance with our agreement with the Texas Interlocal Purchasing System Vendor Agreement, TIPS RFP 230601 Consulting and Other Related Services. Our proposed blended hourly rate is within the ceiling rates within the TIPS agreement.

Table 2: Implementation Project Management Estimates

Implementation Project Management Fees		
	Total Hours	Total Cost
Services	1,830	$475,800
Estimated Travel Expenses		$24,000
Grand Total		**$499,800**

All work will be conducted in accordance with our agreement with the Texas Interlocal Purchasing System Vendor Agreement, TIPS RFP 230601 Consulting and Other Related Services. The following table shows our planned project roles, estimated hours by role, and proposed costs to indicate alignment within the TIPS rates.

Table 2: Implementation Project Management Estimates

Project Role	Estimated Hours	TIPS Rate	Proposed Rate
Project Principal	183	$485	$260
Project Manager	1,281	$286	
Business Analyst	366	$213	

Additionally, we will submit invoices in accordance with the County's Vendor Reimbursement Policy (dated March 29, 2023).

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:
2025-1373747

Date Filed:
10/07/2025

Date Acknowledged:
10/07/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Berry, Dunn, McNeil & Parker, LLC
Portland, ME 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.
2026-046
ERP Implementation Project Management

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Berry, Dunn, McNeil & Parker, LLC	Portland, ME 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
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Berry, Dunn, McNeil & Parker, LLC
Portland, ME United States

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Williamson County

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2026-046
ERP Implementation Project Management

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Berry, Dunn, McNeil & Parker, LLC	Portland, ME United States	X	

[redacted] ☐

6 [redacted]

My n[redacted]

[redacted]

(city) [redacted]

[redacted]

[redacted]

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **37.**

Meeting Date: 10/21/2025

Approval of Agreement #2026-27 to GTS Technology Solutions, Inc. For ERP Implementation Assistance with Data Conversion and Integration for Information Systems

Submitted For: Joy Simonton **Submitted By:** Brenda Fuller, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Agreement #2026-26 with GTS Technology Solutions, Inc. in accordance with COOP contract number DIR-CPO-5721, in the total not-to-exceed amount of this contract of One Hundred Fifty-Two Thousand Eight Hundred Eighty-Eight Dollars ($152,880.00), and authorize the execution of the agreement, funding source is P710.

Background

This agreement is issued to provide services to include ERP Implementation Assistance with Data Conversion and Integration throughout Williamson County as described in the attached Staff Augmentation Proposal being marked as Exhibit “A.” Budgeted Fiscal Year 2026, Project P710,2, 2025 CIP, Origination #3661, Department Contact is Minnie Beteille, Information Systems.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Service Agreement Redacted

Form 1295 Redacted

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/13/2025 10:52 AM
Form Started By: Brenda Fuller		Started On: 10/07/2025 01:51 PM
Final Approval Date: 10/13/2025		

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WILLIAMSON COUNTY
SERVICE CONTRACT

GTS Technology Solutions, Inc.

Staff Augmentation Proposal – Job ID #6619

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 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 **GTS Technology Solutions, Inc.** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

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 ERP Implementation Assistance with Data Conversion and Integration throughout Williamson County as described in the attached **Staff Augmentation Proposal - Job Id #6619** being marked as **Exhibit "A,"** which is incorporated herein.

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

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

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II.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before January 01, 2027, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit "A", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in Exhibit "A" and in accordance with COOP contract number DIR-CPO-5721. The not-to-exceed amount under this Agreement is **One Hundred Fifty-Two Thousand Eight Hundred Eighty-Eight Dollars ($152,880.00)** for the life of this Contract.

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

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

IV.

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

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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.

V.

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.

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VI.

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.

VII.

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.

VIII.

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.

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IX.

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.

X.

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.

XI.

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.

XII.

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.

XIII.

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

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

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.

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XVI.

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.

XVII.

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.

XVIII.

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.

XIX.

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.

XX.

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.

XXI.

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:

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A. As described in the attached **Staff Augmentation Proposal – Job ID #6619**, marked **Exhibit "A"**;
B. The cooperative purchasing contract (DIR-CPO-5721) incorporated by reference; and
C. Insurance certificates evidencing coverages required herein above.

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

XXII.

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.

Williamson County:	GTS Technology Solutions, Inc.:
_____	Signed by: Shawn Trotter 64FB8186EFE842D...
Authorized Signature	Authorized Signature
_____	Shawn Trotter
Printed Name	Printed Name
Date: _____, 20____	Date: October 7, 20 25

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Willamson County Auditor's Office
Date: Oct 08 2025 **Time:** 11:27 am

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Oct 08 2025 **Time:** 2:13 pm

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Exhibit "A"
Staff Augmentation Proposal – Job ID #6619

Docusign Envelope ID: A1E02CC2-6C71-4F7E-B7E6-A9FBB4095ECB

GTS
TECHNOLOGY SOLUTIONS
AN EMPLOYEE-OWNED COMPANY

Staff Augmentation Proposal

Date: 9/19/2025 **Job ID:** 6619

Customer: Williamson County
Contact: Minnie Beteille
Contact Email: minnie.beteille@wilcotx.gov
Contact Phone: (512) 943-1448

Contract # DIR-CPO-5721

Scope of Services:
GTS will source, technically vet, and provide qualified candidates to Williamson County for the ERP Developer position. This process will include:

- Sourcing: Identifying potential candidates through our extensive network and targeted outreach.
- Vetting: Conducting thorough technical assessments and interviews to ensure candidates possess the required skills and experience.
- Submission: Presenting only the most qualified candidates to Williamson County for review and consideration.
- Placement: GTS will make the offer, onboard the selected candidate(s), and provide any of the background checks that Williamson County requires
- Termination: Should a GTS placement be unsatisfactory, GTS will handle the termination and retrieval of County property, as well as the backfill of the position.

GTS will work closely with the Williamson County Team to understand specific needs, ensuring that each candidate aligns with the project requirements and organizational culture.

Pricing:

	Title of Role	Bill Rate / Hour	Estimated Hours	Total
1.	ERP Developer Level 3	$147.00	1040	$152,880.00
			Total:	**$152,880.00**

Assignment:
One (1) **ERP Developer** to assist Williamson County with its move from Oracle E-Business Suite to the new ERP of choice. The selected individual will be expected to work within the project's ETL (Extract, Transform, Load) framework, through the steps of extracting data from the source system (Oracle E-Business Suite), progressing through transformations to harmonize with predefined criteria, provided by the 3rd party implementors of the new ERP. Ultimately this refined data must also find its destination in a specified in-house repository, such as a data warehouse, marking the culmination of the process. This position will work under the guidance of the county's IT Project Management team.

Docusign Envelope ID: A1E02CC2-6C71-4F7E-B7E6-A9FBB4095ECB

Time Frame:
One (1) ERP Developer for 1040 hours.

If Williamson County chooses to convert the contractor to a permanent employee before 1040 hours are exhausted, they will refer to the conversion table below based on annual salary:

Number of Hours	Conversion fee
1- 520	20%
520-1039	10%
1040	No Conversion Fee

Renewal Option:
Williamson County can renew for additional hours under the same pricing. GTS will only bill for services actually performed, where work time is submitted by GTS and approved by Williamson County.

Background Requirements:
All GTS personnel must be able to pass GTS's multi-county, state, and federal criminal background check. GTS will ensure that the assigned contractor completes all necessary CJIS clearance requirements prior to engagement.

Breakdown of All-Inclusive Payrolling Costs:
Payrolling costs cover the following mandated taxes and insurances: FICA, (Federal Insurance Contribution Act) for Social Security and Medicare, SUTA, (State Unemployment Tax Act), FUTA, (Federal Unemployment Tax Act) and Workers' Compensation Insurance. Payrolling costs also include Professional and General Liability Insurance, benefits administration, human resource consultation and administration, DIR fees, and payroll processing.

Jenny Kertsos
Account Executive, Staffing

CELL 540.847.2996 **FAX** 512.452.0691
Jenny.Kertsos@gts-ts.com

GTS Technology Solutions
9211 Waterford Centre Blvd, Suite 275
Austin, TX 78758
512-452-0651

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:
2025-1373587

Date Filed:
10/07/2025

Date Acknowledged:
10/07/2025

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

GTS Technology Solutions, Inc.
Austin, TX United States

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

Williamson County

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

2026-047
ERP Data Integration Developer

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)

Docusign Envelope ID: B1057900-4B16-45E1-AC91-9ED7EBFB065F

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

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Austin, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2026-047
ERP Data Integration Developer

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

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

6 UNSWORN DECLARATION

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

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

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

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

Signed by:
Shawn Trotter
[redacted]
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **38.**

Meeting Date: 10/21/2025

Approval of Agreement #2026-014 for Annual Maintenance for ServiceNow with Carahsoft Technology Corp. for Information Systems

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the agreement for annual maintenance #2026-014 between Williamson County and Carahsoft Technology Corp. for ServiceNow Maintenance for a total amount of $300,373.44 pursuant to DIR-CPO-5275 and authorize the execution of the annual subscription.

Background

Approval of this item will support Williamson County operations through the continued use of ServiceNow personnel asset management workflow platform. The attached quote details the serviced products. The agreement covers a period of 12 months from 11.30.25–11.29.26. Funding source is 01.0100.0503.004505 per FY26 budget. Origination #3605. Department Contact is Minnie Beteille.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement Redacted

Form 1295

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/10/2025 02:14 PM
Form Started By: Barbi Hageman		Started On: 10/06/2025 10:24 AM
Final Approval Date: 10/10/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM TO CARAHSOFT TECHNOLOGY CORPORATION'S TERMS AND CONDITIONS

The underlying County Addendum (the "Addendum") to the Terms and Conditions ("Agreement"), between Carahsoft Technology Corporation ("Carahsoft") and Williamson County, Texas ("Customer" or "The County") is amended as specifically set forth herein to incorporate the terms and conditions of this Addendum. As amended, this Addendum shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum shall have the meanings attributed to them in the Agreement. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum, the following terms and conditions of this Addendum shall control:

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

   - This Addendum;
   - Carahsoft's Terms and Conditions;
   - Cooperative purchasing contract DIR-CPO-5175 and;
   - Carahsoft Quote No.

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

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

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

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

6. **The County's Right to Audit.** Carahsoft agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Carahsoft which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Carahsoft agrees that The County shall have access during normal working hours to all necessary Carahsoft 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 Carahsoft reasonable advance notice of intended audits.

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

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

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

9. **General Insurance Requirements.** This provision shall apply in the event insurance is required under the Agreement. **"Williamson County, Texas" and its directors, officers and employees shall be added as additional insureds** under the general liability and auto liability coverages of required policies, and on those policies where The County, its directors, officers and employees are additional insureds, such insurance shall be primary, and any insurance maintained by The County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of The County. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating,as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. Carahsoft shall furnish The County with a certification of coverage issued by the insurer. Carahsoft shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, Carahsoft shall also notify The County, within twenty-four (24) hours of receipt of any notices of expiration, cancellation, non- renewal, or material change in coverage it receives from its insurer.**

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

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

12. **Texas Public Information Act.** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that The County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to The County as to whether or not the same are available to the public. It is further understood that The County's officers and employees shall have the

right to rely on the advice, decisions and opinions of the Attorney General, and that The County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to The County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

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

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

Carahsoft Technology Corporation

By: Natalie LeMay

Printed Name: Natalie LeMay

Title: State and Local Contracts Manager

Date: October 02, 2025

Williamson County, Texas

By: _____

Title: As Presiding Officer, Williamson Commissioners Court

Date: _____ ____, 20___

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Oct 03 2025 Time: 10:15 am

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Willamson County Auditor's Office
Date: Oct 03 2025 **Time:** 9:02 am

GOVERNMENT - PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

servicenow

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

carahsoft

TO: Michelle Kleen
PMP
Williamson County
301 SE Inner Loop suite 105
Georgetown, TX 78626 USA

EMAIL: michelle.kleen@wilcotx.gov

PHONE: (512) 943-1459

FROM: Benjamin Custer
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: Benjamin.Custer@carahsoft.com

PHONE: (703) 581-6660

TERMS: DIR Contract No. DIR-CPO-5175
Expiration Date: July 24, 2029
FTIN:
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Texas VID#:
Sales Tax May Apply

QUOTE NO:
QUOTE DATE: 07/18/2024
QUOTE EXPIRES: 11/28/2025
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: $300,373.44
TOTAL QUOTE: $300,373.44

LINE NO.	PART NO.	DESCRIPTION	PRICING	QUOTE PRICE		QTY	EXTENDED PRICE
		DUE AT SIGNING					
1	ServiceNow	ServiceNow® Additional Non-Production Instance - Shared Environment (4TB) (Priced Monthly 1 Year Term) Term: 12 Months ServiceNow - PROD20930 Start Date: 11/30/2025 End Date: 11/29/2026	LIST: $1,250.00 CONTR: $1,193.75	$925.93	TX DIR	1	$11,111.16
2	ServiceNow	ServiceNow® ITOM Discovery - Subscription Unit v2 (Priced Monthly, 1 Year Term) Term: 12 Months ServiceNow - PROD15000 Start Date: 11/30/2025 End Date: 11/29/2026	LIST: $8.00 CONTR: $7.64	$7.62	TX DIR	44	$4,023.36
3	ServiceNow	ServiceNow® Agile Team - Module (Priced Monthly, 1 Year Term) Term: 12 Months ServiceNow - PROD12492 Start Date: 11/30/2025 End Date: 11/29/2026	LIST: $0.00 CONTR: $0.00	$0.00	TX DIR	1	$0.00
4	ServiceNow	IT Service Management Standard - Fulfiller User v3 Term: 12 Months ServiceNow - PROD17243 Start Date: 11/30/2025 End Date: 11/29/2026	LIST: $100.00 CONTR: $95.50	$74.07	TX DIR	160	$142,214.40
5	ServiceNow	Workflow Data Fabric Starter - Transactions Term: 12 Months ServiceNow - PROD24509 Start Date: 11/30/2025 End Date: 11/29/2026	LIST: $7,916.67 CONTR: $7,560.42	$6,333.33	TX DIR	1	$75,999.96
6	ServiceNow	ServiceNow Vault - Application v2 (Final Price is 30% of ACV) (Priced Monthly, 1 Year Term) Term: 12 Months ServiceNow - PROD25328 Start Date: 11/30/2025 End Date: 11/29/2026	LIST: $0.01 CONTR: $0.01	$5,585.38	TX DIR	1	$67,024.56
		DUE AT SIGNING SUBTOTAL:					$300,373.44

GOVERNMENT - PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

servicenow

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

carahsoft.

LINE NO.	PART NO.	DESCRIPTION	PRICING	QUOTE PRICE	QTY	EXTENDED PRICE
		SUBTOTAL:				$300,373.44
				TOTAL PRICE:		**$300,373.44**
				TOTAL QUOTE:		**$300,373.44**

1. Carahsoft Texas DIR Contract terms and conditions constitute the terms that guide this purchase. End Customer may request printed copies of the documents incorporated herein by reference by emailing us at ServiceNowSLED@carahsoft.com.

2. Terms and Conditions
a. The end customer's access and use of the Subscription Offerings are pursuant to the Public Sector Subscription Terms of Service, the Customer Support Addendum, Data Security Addendum, Data Processing Addendum, Product and Use Definitions, Product Overview, the ServiceNow Store Terms of Use, any attached addenda or exhibits, and the applicable Service Description for the purchased packaged services, ALL OF WHICH ARE EXPRESSLY DEEMED INCORPORATED HEREIN BY THIS REFERENCE (if not attached herein or included with the contract being used, then as set forth on https://www.servicenow.com/upgrade-schedules.html) (collectively, the "ServiceNow Subscription Service Terms"). Notwithstanding anything in the Agreement to the contrary, for the Subscription Term set forth herein, the CSA, as specified in the Agreement, shall mean the Customer Support Addendum at https://www.servicenow.com/content/dam/servicenow-assets/public/en-us/doc-type/legal/customer-support-addendum-upgrades-jan2022.pdf. The end customer may request printed copies of the documents incorporated herein by reference by emailing us at snslg@carahsoft.com or legal.request@servicenow.com. All undefined capitalized terms herein shall have the meanings ascribed to such terms in the ServiceNow Subscription Service Terms. If any provision of this Order conflicts with the other documents comprising the Agreement, then this Order shall control.

b. ServiceNow reserves the right to suspend access to Customer's instances should Carahsoft's account fall more than thirty (30) days past due until all accounts are paid in full.

3. Generative AI Terms. To the extent this Quotation/Order includes any Advanced AI and Data Products the following terms and conditions supplement the ServiceNow Subscription Service Terms or ServiceNow Self-Hosted License Terms, as applicable, solely for use of the Advanced AI and Data Products: (1) Subscription Offerings in ServiceNow's commercial data centers are subject to Advanced AI and Data Products Amendment for Commercial Hosting; or (2) Subscription Offerings in ServiceNow's GCC or NSC environments, or self-hosted by Customer, are subject to the Advanced AI and Data Products Amendment; WHICH ARE EXPRESSLY DEEMED INCORPORATED HEREIN BY THIS REFERENCE.
GenAI GCC Terms can be found here: https://static.carahsoft.com/concrete/files/7017/1525/1220/981032.pdf
GenAI Commercial Data Center Terms can be found here: https://static.carahsoft.com/concrete/files/8317/1649/3455/GenAI_EULA_Amendment_-_Commercial_Hosting_051524.pdf

4. Base and Option Year Pricing. Carahsoft ServiceNow Quotations/Orders consists of an Initial Subscription Term ("Base Period") and possibly one or more optional Subscription Terms ("Option Periods") as quoted, with the specific Subscription Offerings, fees, quantities, and Subscription Term for each period set forth in the Quotation, subject to the following requirements and conditions.

Upon the expiration of the Subscription Term of the final Renewal Order, for one (1) immediately subsequent mutually agreed follow-on order form for a twelve (12) month subscription term ("Follow-On Order") ServiceNow shall not increase the subscription fee rate for each Renewal Product for the Follow-On Order by more than a stated percentage of the subscription fee rate of each Renewal Product. The Follow-On Order subscription term start date shall begin the day after the prior order form's subscription term end date. For both Renewal Orders and the Follow-On Order executed by the parties, the following conditions, shall apply:

a.the Renewal Product continues to be made commercially available by ServiceNow at the time of the Renewal Order;
b.all Renewal Products are purchased in quantities that are equal to or greater than the sum of all the units for each and all Renewal Products in all the order forms placed by Customer up to the expiration of the Subscription Term on this Order Form;
c.each Renewal Order and Follow-On Order are for non-refundable, non-cancellable twelve (12) month subscription terms; and
d.Participant places the Renewal Order before the expiration of the Subscription Term on this Order Form the then expiring order form.
e.Notwithstanding above, the foregoing does not apply to, without limitation, any third-party Subscription Products offered for resale by ServiceNow, new products that are offered for sale after the date of this Order Form, products not ordered on this Order Form, products provided at no charge, or professional services (pursuant to either an SOW or Service Description), training, events, or any Support Account Management or Success product/service offering.

5. Education, Knowledge and Other. Terms for Education Services offerings are set forth on https://www.servicenow.com/upgrade-schedules.html

6. Knowledge and Other Event Terms and Conditions. Payment must be provided in the manner and at the times noted in the FAQs particular to the Event. ServiceNow reserves the right to cancel your registration without notice for failure to pay as required. Cancellations and substitutions are subject to the dates and fees specified in the FAQs. There are no refunds for no shows. Requests for cancellations or substitutions not received in writing as described in the FAQs will not be honored. Cancellation of travel reservations and hotel reservations is your exclusive responsibility. Neither Carahsoft or ServiceNow is responsible for any damages, direct or indirect, resulting from any cancelled registration or impermissible substitution. Event registration is subject to availability. All event passes are valid only for the event and event year for which the passes are applicable. Passes purchased on an order form are non-refundable. Unused passes will be forfeited. Additional Event Attendee Terms and Conditions: ServiceNow Event Attendee Terms and Conditions

7. Product Overview. Documentation (sometimes referred to as Product Overview) refers to the system requirements and technical functionality for the supported version(s) of the applicable Subscription Service as described in the then-current product documentation at https://docs.servicenow.com.

QUOTE DATE: 07/18/2024
QUOTE NO:

8. Entitlements. The entitlements and use rights for the Subscription Products ordered hereunder on this Quotation/Order are set forth in the Subscription Product table attached, if attached.

9. Other Terms.
PRICES ARE FINAL. THIS ORDER IS NON-CANCELLABLE AND, EXCEPT AS OTHERWISE PROVIDED IN THE AGREEMENT, NONREFUNDABLE.

Impact, Customer Success, and any other packaged professional service activities not consumed within Customer's Option Period do not rollover to the subsequent Option Period, shall expire with no further credit or refund, and shall have no value thereafter.

Any Professional Services fees are invoiced on a time and materials basis. Customer will cure a delinquency in payment of any amounts owed within 30 days from the date of Carahsoft's delinquency notice. If Customer fails to timely cure a delinquency, ServiceNow may suspend use of the Subscription Products or terminate the Agreement for breach, in addition to any other available rights and remedies.

PREPAID FEES FOR PROFESSIONAL SERVICES AND EVENTS SHALL EXPIRE IF UNUSED WITHIN ONE (1) YEAR OF THE DATE OF ORDER, WITH NO REFUND OR CREDIT FOR UNUSED OR UNPERFORMED SERVICE HOURS. PREPAID FEES FOR EDUCATION SERVICES WILL EXPIRE AT THE SPECIFIED TERM END DATE IN THE CORRESPONDING EDUCATION SERVICES LINE ITEM ON THE ORDERING DOCUMENT ("END DATE") OR, IF NO SUCH END DATE APPEARS, THEN 12 MONTHS FROM THE LATEST SIGNATURE OF THE ORDERING DOCUMENT, WITH NO REFUND OR CREDIT FOR UNUSED OR UNPERFORMED SERVICE HOURS.

GOVERNMENT LEARNING CREDITS SHALL BE INVOICED ON A MONTHLY BASIS IN ARREARS AND BASED ON CONSUMPTION, WITH CONSUMPTION OCCURING UPON COURSE REGISTRATION OR COMPLETION, AS APPLICABLE. UNUSED GOVERNMENT LEARNING CREDITS WILL EXPIRE WITHIN ONE (1) YEAR OF THE DATE OF THE ORDER; AND CUSTOMER WILL NOT BE CHARGED FOR ANY UNUSED CREDIT.

10. Late Payment Fees. Fees are invoiced as per the payment terms on the quote. Late payments will accrue interest at a rate of 1.5% per month or the applicable statutory rate for late payments, whichever is lower. Customer will cure a delinquency in payment of any amounts owed within 30 days from the date of Carahsoft's delinquency notice. If Customer fails to timely cure a delinquency, Carahsoft may terminate the Agreement for breach, in addition to any other available rights and remedies.

11. Reinstatement Fees: Renewals are due prior to the expiration of the existing Subscription Term. All Renewal Orders placed after the expiration of the Subscription Term shall include subscription fees for the lapsed period plus a reinstatement fee equal to 10% of the total renewing annual subscription fee multiplied by the number of past months. If the subscription support end date has passed and no cancellation notification has been issued to the prime contractor, ServiceNow reserves the right to include this fee to reinstate the account.

12. Required on Purchase Orders. Please include the following information on the purchase order to Carahsoft. If this information is not included, the order will not be accepted.

a) Contract number used for this order.
b) End User contact information. End User is the End Customer contact responsible for the ServiceNow system and communications regarding the system.
c)Carahsoft quotation number for this purchase order.
d)Statement of Work or Change Order (if applicable).

13. Where to Send Purchase Orders. Send purchase orders to CSTechOM@carahsoft.com or to the name on the Carahsoft Quotation.

Additional terms and conditions as well as entitlements are included on the attached pages, as applicable.

Hosting Information					
Instance Name	**Instance Type**	**Hosting Type**	**Storage Limit**	**Hosting Included**	**Data Center Region**
wilcodev	Non-Prod	Shared	4TB	Included	United States
wilcotest	Non-Prod	Shared	4TB	Included	United States
wilco	Prod	Shared	4TB	Included	United States
wilcosandbox	Non-Prod	Shared	4TB	Additional	United States
Customer ServiceNow Admin:		Michelle Kleen			
Email:		mkleen@wilco.org			

Customer's platform storage capacity entitlement can be found here: https://www.servicenow.com/products/entitlements-packages.html

Product Overview

Documentation (sometimes referred to as Product Overview) refers to the system requirements and technical functionality for the supported version(s) of the applicable Subscription Service as described in the then-current product documentation at https://docs.servicenow.com.

Quote Terms

SERVICENOW® STORE TERMS OF USE

Pursuant to a separate transaction between the customer entity ("Customer") and ServiceNow's authorized reseller ("Participant"), Customer has purchased from Participant certain services to be delivered by a ServiceNow entity identified in the Participant Order ("ServiceNow") that may include access to and use of ServiceNow's app store located at http://store.servicenow.com ("Store"). These ServiceNow Store Terms of Use ("Agreement") specify the terms and conditions that govern Customer's use of the Store and any App (as defined below) offered therein, including but not limited to Customer's download of the App and Customer's payment therefore. In the event of any conflict between the terms and conditions of this Agreement and Customer's agreement for its use of the ServiceNow Product ("Subscription Terms and Conditions"), this Agreement shall govern to the extent of such conflict. All terms not otherwise defined herein shall have the meanings ascribed to them in the Subscription Terms and Conditions.

1. Definitions. "**App**" means customizations of ServiceNow Products offered on Store. "**App Conditions**" means the terms and conditions applicable to a particular App. "**ServiceNow App**" means an App developed by ServiceNow that is expressly designated as such on Store. "**ServiceNow Product**" means any ServiceNow products and services available outside of Store. ServiceNow Apps are not ServiceNow Products. All Apps are licensed by third parties and not ServiceNow except ServiceNow Apps. ServiceNow is not a party to any App Conditions except App Conditions for ServiceNow Apps.

2. Purchase and Payment of Apps. Rights to access Apps are subject to the applicable App Conditions and Customer's agreement for use of the ServiceNow Product on which the App is installed. Prices stated on Store are final. Except as otherwise required by the termination for convenience clause under FAR part 52.212-4, or applicable agency supplement, which shall apply only by and between the Participant entity and Customer, purchases made on Store are final, non-cancellable and non-refundable, and a continuous and non-divisible commitment for the full duration of its then-current term regardless of the invoice schedule. Subscription terms are for 12 months and may be renewed upon Customer's request thirty (30) days prior to the end of the then-current term. Prices for renewal are subject to increase upon advance notice to Customer. If Customer purchases an App by credit card, Customer's card will be billed monthly during the subscription term. Otherwise, payment for an App is due

within 30 days after invoice. In the event Customer's payments are late, the parties agree that ServiceNow, or the Participant, as applicable, would be able to avail itself of the applicable government procurement disputes regulation governing this Agreement. ServiceNow may suspend or cancel Customer's subscription if payment is late. Prices exclude all taxes associated with Customer's purchase, access to, use of or payment for the App, which Customer is responsible for paying, unless Customer is exempt under applicable law. ServiceNow is exclusively responsible for taxes imposed on its net income. All applicable sales tax, value-added tax, duties and other similar governmental charges shall be based on the ship-to address provided by Customer, unless Customer is exempt under applicable law.

3. App Rights and Restrictions. Customer will use Apps solely as run on ServiceNow Products. Purchase of an App (including a ServiceNow App) does not entitle Customer to use ServiceNow Products, which Customer must purchase separately. Customer may not: (a) provide a third party with access to an App except as necessary to provide services to Customer as an agent or contractor; or (b) use the App to develop a product that is operable apart from the ServiceNow Products or to circumvent ServiceNow APIs. Upon notification of overuse of an App from ServiceNow, Customer will purchase additional subscription rights or stop such overuse within thirty (30) days.

4. Platform Use Rights. If Customer purchases an App, it is permitted to use solely that App and no further right to run other applications or customizations on ServiceNow Products is provided. Unless expressly marked on the Store description web page for the particular App as including platform subscription rights to use the App, Apps available for free require the additional purchase of the right to run the App to the same extent that Customer would require platform subscription rights to use applications or customizations if the App were developed by Customer as a customization of the ServiceNow Products.

5. Responsibilities. Customer uses Apps at its own risk. ServiceNow will have no liability or obligation to Customer with respect to Apps, other than ServiceNow Apps as provided in the applicable App Conditions. Customer's use of an App (including a ServiceNow App) with a ServiceNow Product constitutes a modification or customization of that ServiceNow Product by Customer for purposes of any separate agreement between Customer and ServiceNow and such customization or modification (or malfunction caused thereby) will not be subject to any support, warranty or indemnity under any such separate agreement.

6. Termination. Except as otherwise required by the termination for convenience clause under FAR part 52.212-4(l), or applicable agency supplement, which shall apply only by and between the Participant and Customer, this Agreement remains in effect until expiration of a subscription term for the App without prior renewal or until terminated by either party for any reason upon 30 days' written notice, whichever occurs first. Upon expiration or termination: (a) Customer shall cease to use the App; (b) Customer will uninstall the App within forty-five (45) days of the date of expiration or termination, or if no action is taken after such time or ServiceNow terminated this Agreement for cause, ServiceNow may uninstall the App; (c) Customer may not renew the then-current subscription term; and (d) the entirety of this Agreement, including Customer's payment obligations, will survive. Termination of this Agreement or any App Conditions have no effect on Customer's subscriptions or licenses to ServiceNow Products.

7. Deactivation. If ServiceNow reasonably believes use of an App violates any law or third-party right, degrades ServiceNow's ability to meet its support, service availability or security terms, or may create an implicit or explicit failure of the confidentiality, integrity or availability of the ServiceNow Products (including, by way of example only: (i) executing commands as another user; (ii) accessing data in excess of permissions; (iii) posing as another user or service within a system; (iv) causing an abnormal denial of service; (v) inadvertently or intentionally destroying data without permission; or (vi) exploiting any encryption implementation weakness (such as to reduce the time or computation required to recover the plaintext from an encrypted message)), then ServiceNow may deactivate the App to prevent further detrimental effects on the ServiceNow Products or require Customer upon notice to remove that App from Customer's instance of ServiceNow Products.

8. Disclaimer of Warranties. SERVICENOW SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO STORE OR ANY APP (INCLUDING A "CERTIFIED APP") INCLUDING ANY WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM DEFECTS OR VIRUSES, OR AVAILABILITY. THESE DISCLAIMERS OF WARRANTY DO NOT APPLY TO EXPRESS WARRANTIES MADE BY SERVICENOW IN APP CONDITIONS FOR SERVICENOW APPS.

9. Limitations and Exclusions of Liability. EXCEPT TO THE EXTENT PROHIBITED UNDER LAW OR AS OTHERWISE EXPRESSLY AGREED TO BY SERVICENOW IN THE APP CONDITIONS FOR SERVICENOW APPS, SERVICENOW SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH STORE OR ANY APP, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING

LOSS OF REVENUE OR PROFITS, LOSS OF DATA, COVER AND COSTS OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED AND WHETHER IN CONTRACT, IN TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT SERVICENOW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER SERVICENOW REVIEWED, MODERATED, COMMENTED ON OR PROMOTED THE APP GIVING RISE TO DAMAGES. IF SERVICENOW IS LIABLE TO CUSTOMER FOR DAMAGES OF ANY KIND, THEN SERVICENOW'S TOTAL, CUMULATIVE LIABILITY TO CUSTOMER, ARISING OUT OF OR RELATED TO STORE OR ANY APP, WHETHER IN CONTRACT, IN TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WILL NOT EXCEED THE PRICE (IF ANY) THAT CUSTOMER PAID THROUGH STORE TO ACCESS THAT APP DURING THE 12 MONTH PERIOD BEFORE SUCH LIABILITY AROSE. MULTIPLE CLAIMS WILL NOT INCREASE THIS LIMIT. THE PARTIES HAVE AGREED THAT THE LIMITATIONS OF THIS SECTION 9 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE.

10. ServiceNow Government Community Cloud (GCC) and National Security Cloud (NSC). The following applies exclusively to the extent that the App will be provisioned to a ServiceNow instance hosted in ServiceNow's GCC or NSC environments: Customer agrees and acknowledges that the Provisional Authorizations to Operate (P-ATOs) for ServiceNow to operate cloud environments at FedRAMP High, DoD Impact Level 4 (IL4), DoD Impact Level 5 (IL5), and similar, do not apply to the security, privacy or any other attributes of any App. CUSTOMER AGREES TO ASSUME ALL RISK AND RESPONSIBILITIES OF INSTALLATION AND USE OF THE APP IN THE GCC OR NSC INSTANCE AND RELEASES SERVICENOW FROM ALL LIABILITY RELATED TO SUCH INSTALLATION AND USE.

11. General Terms. Customer will not access Apps in violation of any country's laws or regulations, including export controls. No waiver of this Agreement by ServiceNow will be deemed a further or continuing waiver. Customer may submit purchase orders for its administrative convenience, but those purchase orders will not affect the terms of this Agreement, which may only be modified as provided in this Section 11 or by a writing signed by both parties. ServiceNow may amend this Agreement, upon notice to Customer. Such amendments will apply to transactions on Store on a going-forward basis. If Customer does not agree to such amendments, Customer's recourse is to refrain from further use of Store. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such provision will be eliminated or limited to the minimum extent such that the remaining provisions of the Agreement will continue in full force and effect. The parties are independent contractors. This Agreement shall be governed by the laws of the United States of America. Any dispute arising out of this Agreement, Store or any App shall be heard exclusively by a U.S. Federal court or board of contract appeals of competent jurisdiction. This Agreement constitutes the final and entire agreement between Customer and ServiceNow with respect to Store and the Apps, and it supersedes all prior and contemporaneous agreements relating to its subject matter except as expressly provided herein. This Agreement controls over any conflicting provision in App Conditions or Website Terms unless otherwise expressly provided herein. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart. Facsimile signatures shall be binding to the same extent as original signatures.

ServiceNow® Order Form - Product and Use Definitions

USER TYPE DEFINITIONS

"User" means any employee or contractor of Customer or Customer Affiliate that is assigned a unique username and password and has a user profile in the Subscription Service designated as "active". Only Users may be given access to the subscription service by Customer. A use right may not be shared or transferred. Customer shall not use the subscription service in a manner that circumvents usage restrictions.

"Approver User" is any User performing any of the functions set forth in the table below for an Approver User. An Approver User may only perform the functions set forth in the table below for an Approver User.

"Requester User" is any User that performs only the functions set forth in the table below for a Requester User.

"End User" has the same use rights as **"Requester User."**

"Fulfiller User" is any User other than an Approver User or Requester User. Without limitation, a Fulfiller User is any User that performs any function other than an Approver User function or Requester User function, including those set forth in the table below for a Fulfiller User.

"Process User" has the same use rights as **"Fulfiller User."**

FUNCTION / USE RIGHTS AUTHORIZED	USER TYPES		
	REQUESTER	APPROVER	FULFILLER
Create its own request	included	included	included
View its own request	included	included	included
Modify its own request	included	included	included
Search the Service Catalog	included	included	included
Search the Knowledge Base	included	included	included
Access public pages	included	included	included
Take surveys	included	included	included
Set its own notification preferences	included	included	included
View assets assigned to user	included	included	included
Access and post to Live Feed	included	included	included
Initiate Chat sessions	included	included	included
Participate in a Watch List	included	included	included
View a report published to them	included	included	included
Approve requests by email that are routed to user	-	included	included
Approve requests routed to user via system	-	included	included
Create any record	-	-	included
Delete any record	-	-	included
Modify any record	-	-	included
Drill through any report	-	-	included
Create any report	-	-	included
Delete any report	-	-	included
Modify any report	-	-	included
Perform development activities	-	-	included (see below)
Perform administrative activities	-	-	included

CUSTOM TABLE CREATION AND INSTALLATION

The creation or installation of Custom Tables in a production instance requires either the purchase of the Now Platform App Engine product or an express Custom Table entitlement that is granted with the purchase of another product.

A "Custom Table" is any non-ServiceNow provided table created or installed by or on behalf of Customer on the ServiceNow Platform and used for any purpose, including the creation of a custom application, unless such table is specifically exempt. A list of exempt ServiceNow provided tables and Custom Table use rights are as set forth in the Custom Table Guide on https://www.servicenow.com/products/entitlements-packages.html and ARE EXPRESSLY DEEMED INCORPORATED HEREIN BY THIS REFERENCE. Customer may request printed copies of the documents incorporated herein by reference by emailing us at legal.request@servicenow.com.

SUBSCRIPTION PRODUCTS

Subscription Product Code/Name	Included ServiceNow Applications and Use Rights
PROD15000 ServiceNow® ITOM Discovery	Included Applications: Discovery Includes entitlement for up to the number of Subscription Units purchased. A Subscription Unit is a unit of measure applied to Managed IT Resources using Defined Ratios. A list of Managed IT Resources and Defined Ratios for a Subscription Unit are set forth in the IT Operations Management (ITOM) - ServiceNow Subscription Unit Overview on www.servicenow.com/products/entitlements-packages.html and ARE EXPRESSLY DEEMED INCORPORATED HEREIN BY THIS REFERENCE. Customer may request printed copies of the documents incorporated herein by reference by emailing us at legal.request@servicenow.com. Bundled Custom Tables: Customer is granted the right to create or install up to 5 Custom Tables and to grant each User the right to access those Custom Tables as an Unrestricted User. An Unrestricted User is every User that is assigned a unique username and has a user profile in the Subscription Service designated as "active".
PROD12492 ServiceNow® Agile Team	Included Applications: Agile Development and Test Management All Users may use the above applications.
PROD17243 ServiceNow® IT Service Management Standard	Included Applications: Incident Management; Problem Management; Change Management; Asset Management; Request Management; Cost Management; Walk-Up Experience; Digital Portfolio Management and Universal Request Customer is granted the rights for Fulfiller User as defined in the User Type Definitions Section. Usage is limited by the number of purchased Fulfiller Users. Universal Request use rights apply only to IT Service Management Standard applications and App Engine Starter 25 Custom Tables App Engine Starter 25: Customer is granted the right to create or install up to 25 Custom Tables and to grant each Fulfiller User the right to access those Custom Tables and perform the actions granted to that User Type. Protocols and Spokes that are available in the Subscription Product are set forth in the then-current applicable Product Documentation. Use of Protocols and Spokes may require purchase of Integration Hub Transactions at an additional fee. The following Application(s) became available according to the release indicated below. San Diego - Digital Portfolio Management
PROD24509 ServiceNow® Workflow Data Fabric Starter	Workflow Data Fabric Starter includes Activity Designer; Activity Packs; Now Assist for Spokes; External Content Connectors; ServiceNow Lens; entitlement for up to 1,000,000 Integration Hub Transactions annually (unused Transactions expire annually without credit or refund); and entitlement for up to 5GB (5,000MB) of API Access Volume per day (unused API Access Volume expire daily without credit or refund). Workflow Data Fabric Starter includes Protocols and Spokes as set forth in the Integration Hub Overview on www.servicenow.com/products/entitlements-packages.html, which IS EXPRESSLY DEEMED INCORPORATED HEREIN BY THIS REFERENCE. An Integration Hub Transaction is defined as any outbound call originating from Integration Hub, Flow Designer, Remote Tables, or Orchestration. This includes any operation, action, or orchestration from these components that results in an outbound call, as well as any external document indexed via AI Search IntegrationHub Spoke, External Content REST API, or External Content Connectors. Additional annual Transactions require the purchase of a separate Integration Hub package. API Access Volume is the total output of data volume in an applicable 24-hour period made by ServiceNow

	in response to a web service request originating from a system external to ServiceNow. Output of data as a result of Integration Hub Transactions and/or Stream Connect for Kafka are exempt and not included in the API Access Volume. Additional daily API Access Volume require the purchase of a separate API Access Volume package. Customer acknowledges that, to the extent it activates and uses External Content Connectors, Customer Data will be processed outside of Customer's ServiceNow instance in a centralized ServiceNow environment, provided that such centralized ServiceNow environment shall be hosted in the same ServiceNow data center as Customer's originating ServiceNow instance. Usage of ServiceNow Lens and Now Assist for Spokes requires a separate Now Assist subscription and will utilize assists.
PROD20930 ServiceNow® Additional Non-Production Instance - Shared Environment (4TB)	Additional non-production instance within a logical single-tenant architecture on multi-tenant cloud infrastructure that is logically and physically separate from ServiceNow's corporate infrastructure. The storage limit for each non-production instance is 4TB of storage, unless additional storage is purchased. Storage included with the non-production instance cannot be shared with other production or non-production instances. The foregoing storage limit applies only to this additional non-production instance.
PROD25328 ServiceNow® ServiceNow Vault	Included Application(s): Platform Encryption (which includes Cloud Encryption and Field Encryption Enterprise); Code Signing; Data Privacy; Log Export Service; and Zero Trust Access The annual subscription fee for ServiceNow Vault ("ServiceNow Vault Fee") is based on the total of the annual subscription fees of all products subscribed by Customer. As Customer exceeds entitled capacity of Subscription Products, or if Customer procures additional Subscriptions, additional ServiceNow Vault Fees may apply. Platform Encryption includes encryption for all of Customer's production and non-production ServiceNow instances. Platform Encryption functionality is dependent on Customer's correct configuration as specified in the Product Documentation. Field Encryption Enterprise provides application-level and database-level data-at-rest encryption to eligible ServiceNow fields, and decrypts Customer Data in those fields for eligible users and scripts as directed by Customer. ServiceNow Cloud Encryption is block encryption of the full database host with industry standard key lifecycle management. ServiceNow Cloud Encryption allows Customer the option to use a ServiceNow generated key, or a key created and supplied by Customer. Customer acknowledges that, to the extent it activates and uses Log Export Service, Customer Data will be processed outside of Customer's ServiceNow instance to a centralized ServiceNow environment, provided that such centralized ServiceNow environment shall be hosted in the same ServiceNow data center region as Customer's originating ServiceNow instance. Customer further acknowledges that the relevant terms set forth in the Agreement pertaining to ServiceNow's security and data protection program shall apply, except for those generally relating to certifications, attestations, or audits, and penetration testing. Any Customer Data transferred to such centralized ServiceNow environment will be deleted in accordance with ServiceNow's internal policies and procedures. As of the ordering document effective date, Log Export Service is available only in the data center regions specified in the applicable Documentation. .

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:
2025-1371092

Date Filed:
10/01/2025

Date Acknowledged:
10/06/2025

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

Carahsoft Technology Corp.
Reston, VA United States

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

Williamson County Commissioners Court

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

2026-014
Carahsoft Q-51146477 FY26 ServiceNow renewal

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

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

6 UNSWORN DECLARATION

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

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1371092

Date Filed:
10/01/2025

Date Acknowledged:

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Carahsoft Technology Corp.
Reston, VA United States

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

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
2026-014
Carahsoft Q-51146477 FY26 ServiceNow renewal

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

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

6 **UNSWORN DECLARATION**

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

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

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

Executed in Fairfax County, State of Virginia, on the 1st day of October (month), 2025 (year).

John Santo
Digitally signed by John Santo
Date: 2025.10.01 11:22:06 -04'00'

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **39.**

Meeting Date: 10/21/2025

Approval of Agreement #2026-008 of the County Government Enterprise Agreement with ESRI for Information Services

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the addendum #2026-008 between Environmental Systems Research Institute, Inc (Esri) and Williamson County for a three-year Enterprise Agreement (EA) to support ArcGIS platforms across the County in the not-to-exceed amount of $1,500,000.00 and exempting this purchase under the Texas Local Government Code Section 262.024(a)(7)(D) Discretionary Exemptions captive replacement parts or components for equipment.

Background

Williamson County GIS is seeking approval for a three-year Enterprise Agreement (EA) to support ArcGIS platforms across the County. This agreement consolidates multiple ESRI products and services into a single contract, providing the County with continued access to bulk ESRI term licenses, training resources, premium support services, and the Esri Advantage Program. It ensures the Geospatial team has the tools and support necessary to maintain and expand geospatial integration across current and future software initiatives. The agreement will be paid out annually beginning 12/12/2025–12/11/2026 in the amount of $450,000.00. Funding Source approved for FY2026: 01.100.503.4505. Origination # 3512. The Department's point of contact is George Strebel.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement Redacted

Form 1295

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/10/2025 02:01 PM
Form Started By: Barbi Hageman		Started On: 10/06/2025 08:52 AM
Final Approval Date: 10/10/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM TO THE ENTERPRISE AGREEMENT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ArcGIS Platforms)

The underlying County Addendum (the "Addendum") to the Enterprise Agreement ("Agreement"), between Environmental Systems Research Institute, Inc. ("ESRI") and Williamson County, Texas ("Customer" or "The County") is amended as specifically set forth herein to incorporate the terms and conditions of this Addendum. As amended, this Addendum shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum shall have the meanings attributed to them in the Agreement. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum, the following terms and conditions of this Addendum shall control:

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

   - This Addendum;
   - Environmental Systems Research Institute, Inc.'s Enterprise Agreement No.
   - Environmental Systems Research Institute, Inc.'s Master Agreement No) and
   - Renewal EA Proposal Offer Letter – Proposed Date: August 29, 2025

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

3. **The County's Right to Audit.** ESRI agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy all quotations, purchase orders, or invoices which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. For the avoidance of doubt, ESRI's records of indirect costs, overhead costs, profits, profit margins, or offerings to any other ESRI customer are not applicable under this Section. The County shall give ESRI reasonable advance notice of intended audits.

4. **Payment, Interest and Late Payments.** In addition to the order provisions of Section 4.0 (Ordering, Delivery, and Deployment) of the Enterprise Agreement, the County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the Williamson County Auditor receives an invoice for the goods or services.

5. **General Insurance Requirements.** This provision shall apply in the event insurance is required under the Agreement. The policies shall allow **Williamson County, Texas and its directors, officers and employees to be covered as additional insureds** under the general liability and auto liability coverages of required policies, and such insurance shall be primary, and any insurance maintained by The County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of The County. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. ESRI shall furnish The County with a certification of coverage issued by the insurer. ESRI shall use commercially reasonable efforts to ensure continuous coverage during the term of this Agreement. **In addition to any other notification requirements set forth hereunder, County will receive prompt notice of cancellation or nonrenewal of for the general liability and auto liability policies, provided that no such notice is required if ESRI buys a replacement policy that ensures continuous coverage and otherwise complies with the requirements of this paragraph.**

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

7. **Texas Public Information Act.** It is understood that County is subject to Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"). If County receives a request for the disclosure of Esri's confidential information, pursuant to the Public Information Act, County will promptly notify Esri of the disclosure request, including (if permitted by applicable law), the identity of the requestor, and Esri may claim an exemption and seek a protective order.

8. **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.

Environmental Systems Research Institute, Inc.

By: _____

Printed Name: Erick Arial

Title: Manager, Commercial & Government Contracts

Date: Oct 2, 2025, 20____

Williamson County, Texas

By: _____

Title: As Presiding Officer, Williamson Commissioners Court

Date: _____, 20____

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Oct 03 2025 Time: 4:54 pm

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Willamson County Auditor's Office
Date: Oct 03 2025 Time: 12:10 pm

ENTERPRISE AGREEMENT

This Enterprise Agreement ("EA") is by and between the organization identified in the signature line below with its principal place of business at the address provided below (**"Customer"**) and **Environmental Systems Research Institute, Inc. ("Esri")**.

This EA sets forth the terms and conditions for Customer's use of EA Products, Rolled-In Software, Unit-Priced Items, provision of Esri User Conference registrations, Training, and Services as specified herein and in the Proposal Letter. The rights granted in this EA apply only to the EA Products listed in the Proposal Letter.

This EA is comprised of the Proposal Letter and this Enterprise Agreement E512N document and incorporates by reference the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this EA, the order of precedence for the documents shall be as follows: (i) the Enterprise Agreement E512N document, (ii) the Master Agreement, and (iii) the Proposal Letter. For the avoidance of doubt, Article 5—Term, Termination, and Expiration of this EA supersedes any termination language in the Master Agreement for all items in the Proposal Letter.

If the Proposal Letter includes Services other than Maintenance, the applicable Services terms and conditions take precedence over the provisions of this EA with respect to those Services. Customer's centralized point of contact identified in the Proposal Letter will approve work under the Advantage Program or Customer will notify Esri of an alternative contact.

This EA constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the EA Products, Training, and Services. Any modifications or amendments to this EA must be in writing and signed by an authorized representative of Customer and Esri.

The parties acknowledge that they have read and understand this EA and agree to be bound by the terms and conditions contained herein.

ACCEPTED AND AGREED:

COUNTY OF WILLIAMSON	**ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.**
Signature:	Signature: Erick Arial
Printed Name:	Printed Name: Erick Arial
Title:	Title: Manager, Commercial & Government Contracts
Date:	Date: Oct 2, 2025

Address: _____

Enterprise Agreement No.

1.0—Definitions

Capitalized terms used in this EA and Proposal Letter will have the same meaning they do in the Master Agreement. In addition, the following definitions apply to this EA:

- **"Affiliate"** means an affiliate of Customer, unless excluded in the Proposal Letter, that meets the following criteria: the affiliate (i) is a U.S. domestic subsidiary of Customer located in the United States; (ii) is more than fifty percent (50%) owned by Customer; (iii) is not a company in the business of offering geographic information system (GIS) software services to third parties; and (iv) is not ineligible to receive or have access to Esri products or services by operation of law, including U.S. export control laws, decrees, orders, rules, regulations, policies, riders, conditions, or provisos.
- **"Authorized Entity"** means, if applicable, Affiliate when Customer is a commercial entity or Eligible Agency when Customer is a government entity.
- **"Case"** means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.
- **"Deploy", "Deployed" and "Deployment"** mean to redistribute and install the EA Products and related Authorization Codes within Customer's organization and to Authorized Entities.
- **"EA Fee"** means the fee set forth in the EA Fee Schedule contained in the Proposal Letter.
- **"EA Maintenance"** means Tier 2 Support provided to Customer as described in Article 3—EA Maintenance.
- **"EA Products"** means the Products identified in the Proposal Letter, excluding Unit-Priced Items.
- **"Effective Date"** means the date specified in the Proposal Letter as the Effective Date and if no Effective Date is specified, the last date of signature on the Enterprise Agreement.
- **"Eligible Agency"** means the political subdivisions identified in the Proposal Letter.
- **"Master Agreement"** means the applicable master agreement incorporated by this reference that is either (i) the Master Agreement, Products and Services (E204) found at https://www.esri.com/en-us/legal/terms/full-master-agreement; or (ii) a signed master agreement between Esri and Customer that supersedes such electronically acknowledged master agreement. If terms and conditions applicable for the use of EA Products or Services included in this EA are not found in the signed master agreement, including but not limited to the Advantage Program, such applicable terms and conditions will be supplemented as found in the Master Agreement, Products and Services (E204) at https://www.esri.com/en-us/legal/terms/full-master-agreement.
- **"Proposal Letter"** means the attached offer document that includes, at a minimum, the EA Products and EA Fee and may also include additional Esri Products and Services.
- **"Rolled-In Software"** means Products (excluding Term licenses or subscriptions) of the same type as EA Products that Customer acquired for use prior to the Effective Date, that are current on paid maintenance (as shown in Esri's customer service records), and that receive EA Maintenance during the term of the EA. If this EA is extended or renewed, Rolled-In Software shall include EA Products Deployed prior to the then-current renewal period.
- **"Technical Support"** means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of product corrections or modifications.
- **"Tier 1 Help Desk"** means Customer's point of contacts in My Esri, including from Authorized Entities, to provide all Tier 1 Support within Customer's organization and Authorized Entities.
- **"Tier 1 Support"** means the Technical Support provided by the Tier 1 Help Desk.

- **"Tier 2 Support"** means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

- **"Unit-Priced Items"** means optional Products or Services that are listed in the Proposal Letter as separately orderable for an additional fee. Pricing for Unit-Priced Items is valid for one (1) year from the Effective Date, unless a different duration is identified in the Proposal Letter.

2.0—Grant of License

2.1 **Grant of License.** Subject to the terms and conditions of this EA, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the EA Products listed in the Proposal Letter for the term of the EA (i) for the applicable EA Fee and (ii) in accordance with the Master Agreement. Unit-Priced Items and Rolled-In Software, if listed in the Proposal Letter, will be licensed in accordance with the Master Agreement. Beta licenses are not available under this EA as EA Products.

2.2 **Authorized Entity Access.** Customer may permit Authorized Entities to use EA Products, provided Customer ensures that Authorized Entities use the EA Products in accordance with the terms and conditions of this EA and Customer is liable and solely responsible for the use or misuse of EA Products by Authorized Entities. Within thirty (30) calendar days of a request from Esri, Customer will provide Esri a list of Authorized Entities and their business addresses.

2.3 **Consultant Access.** Esri grants Customer the right to permit Customer's consultants or contractors to use the EA Products exclusively for Customer's benefit in accordance with the Master Agreement. Customer will be solely responsible for compliance by consultants and contractors with this EA and will ensure that the consultant or contractor discontinues use of EA Products upon completion of work for Customer. Access to or use of EA Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the EA Products on contractor servers for the benefit of Customer.

2.4 **Additional Permitted Uses.** For the term of the EA, Customer may copy and Deploy the EA Products to Customer's organization and Authorized Entities up to the quantities of licenses identified in the Proposal Letter. No other entity has a right to copy (except as permitted in the Master Agreement) or Deploy the EA Products. Customer may only transfer, redistribute, and Deploy the EA Products within the continental United States; Hawaii; Alaska; and U.S. territories, excluding Puerto Rico and the U.S. Virgin Islands.

2.5 **Uses Not Permitted.** Customer shall not transfer, redistribute, or assign EA Products to any third party without the prior written permission of Esri. Customer shall not use the EA Products outside the United States or its territories or possessions without the prior written permission of Esri and agreement on additional fees, if any. Any such export will be subject to U.S. Export Control Regulation requirements of the Master Agreement.

2.6 **Third-Party Offerings.** If the Proposal Letter includes a third-party offering that Esri is reselling, that third-party offering may be subject to the third party's terms and conditions and, if applicable, will be provided at the time of delivery with the third-party offering.

3.0—EA Maintenance

3.1 EA Maintenance is included in the EA Fee. Rolled-In Software and EA Products will receive EA Maintenance, provided that standard maintenance is available for each item. EA Maintenance includes benefits specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance) as modified by this Section 3.1. If Unit-Priced Items are included in the Proposal Letter, annual maintenance fees for Unit-Priced Items will be in addition to the Fee and ordered separately from this EA.

a. **Tier 1 Support**

1. The Tier 1 Help Desk will provide Tier 1 Support to all Customer's authorized users and Authorized Entities.
2. The Tier 1 Help Desk will be fully trained in the EA Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, data, databases, or other information involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Customer may assign named Tier 1 Help Desk individuals up to the quantity listed in the Proposal Letter. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals through the My Esri portal.

b. **Tier 2 Support**

1. Tier 2 Support analysts will log the calls received from the Tier 1 Help Desk.
2. Tier 2 Support analysts will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support analysts may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support analysts will assist the Tier 1 Help Desk individuals and attempt to resolve the Case.
5. When the Case is resolved, Tier 2 Support analysts will communicate the information to the Tier 1 Help Desk, and the Tier 1 Help Desk will disseminate the resolution to the users.
6. For Tier 2 Support, contact Esri through My Esri at https://my.esri.com, via the web at https://support.esri.com, or by phone at 909-793-3774 (within the United States only).

3.2 **Obsolescence.** During the term of this EA, some EA Products may be retired, become obsolete, or may no longer be available to Deploy in the identified quantities. Customer and Authorized Entities may continue to use EA Products that have been Deployed, but updates for EA Products and Rolled-In Software in the mature and retired phases may not be available. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle by selecting the product type and clicking the Product Life Cycle link for specific product plans.

4.0—Ordering, Administrative Procedures, Delivery, and Deployment

4.1 Orders, Delivery, and Deployment

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the EA Products. Delivery of updates/new versions of EA Products will be made in the same manner. Customer will establish a single point of contact who will be responsible for Deployment. Esri may invoice the EA Fee up to thirty (30) calendar days before (i) the payment dates identified in the Proposal Letter; or (ii) if no payment dates are identified, the annual anniversary date for each year of the EA.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of EA Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at the lesser of one percent (1.0%) per month or the maximum monthly rate permitted by applicable law on any overdue fees plus

all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB destination, with shipping charges prepaid by Customer. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such applicable sales or use tax associated with the receipt of tangible media.

4.2 **Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own internal process, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before (i) the payment dates identified in the Proposal Letter; or (ii) if no payment dates are identified, the annual anniversary date for each year of the EA. Any purchase orders that Customer issues will reference, incorporate, and be subject to the terms and conditions of the EA. Additional or conflicting terms in any purchase orders, invoices, or other documents exchanged during the ordering process, other than the terms of this EA, Product or Services descriptions, quantities, pricing, and delivery instructions, are void and of no effect.

a. All orders pertaining to this EA will be processed through Customer's centralized point of contact on the Proposal Letter. Customer can send order processing questions to Customer Service at Esri 380 New York Street Redlands, CA 92373-8100; send emails to service@esri.com; or call Esri at 888-377-4575.

b. The following information will be included in each Ordering Document:

1. Customer name; Esri customer number, if known; and bill-to and ship-to addresses
2. Order number
3. Applicable annual payment due; for Unit-Priced Items, the name of the product and quantity
4. The following printed statement "Governed by and subject to the signed Enterprise Agreement number [insert agreement number]."

5.0—Term, Termination, and Expiration

5.1 **Term.** This EA and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Proposal Letter. Except as otherwise authorized in this Section 5, this EA is for the committed duration identified in the Proposal Letter. If the Proposal Letter includes optional years, Customer may exercise each optional year by providing written notice to Esri Customer Service sixty (60) calendar days prior to the end of the then-current year. If more than one optional year is identified in the Proposal Letter, then each optional year must be exercised consecutively, or the EA will expire at the end of the then-current year. An optional year may be a duration other than twelve (12) months and will be identified in the Proposal Letter. If the Proposal Letter includes Training Pass days, unused Training Pass days do not rollover to subsequent years and expire at the end of each annual term.

5.2 **Use upon Expiration.** Upon full payment of the EA Fee and expiration of this EA, the Master Agreement will survive, and Customer and Authorized Entities may continue to use the perpetual licenses of Deployed EA Products included in the final Deployment Report and Rolled-In Software in accordance with the terms and conditions set forth in the Master Agreement. Customer shall notify Esri of the quantity and type of licenses for which Customer and Authorized Entities, as may be applicable, elect to purchase standard maintenance. If maintenance is not ordered for Rolled-In Software or EA Products upon expiration of the EA, it lapses. If, at a later date, Customer or Authorized Entities decide to reinstate maintenance, Customer or Authorized Entity, as may be applicable, must pay maintenance reinstatement fees from the date the EA expired (i.e., back maintenance fees). Customer and Authorized Entities may only purchase standard maintenance or reinstate maintenance on licenses that were included in the final Deployment Report. Customer shall not Deploy additional copies of the EA Products beyond the quantities in use as of the date of expiration. All term licenses and subscription licenses of Deployed EA Products terminate upon expiration of the EA. Esri User

Conference registrations, Advantage Program Learning and Services credits, and Training Pass days terminate upon expiration.

5.3 **Term Enterprise Agreement.** If the EA Products are all term licenses and subscription licenses, Customer and Authorized Entities are only authorized to use EA Products during the term identified in the Proposal Letter and all EA Products, all Maintenance, and Esri User Conference registrations terminate upon termination of the EA.

5.4 **Termination of a Particular Authorized Entity.** If Authorized Entities are included in the Proposal Letter, Esri may elect to terminate the license rights of a particular Authorized Entity for material breach without terminating this EA with Customer or other Authorized Entities. The breaching Authorized Entity will be given a period of ten (10) business days from date of written notice to cure any material breach. Upon termination of Authorized Entity, all Deployed EA Products provided to Authorized Entity will also terminate. Customer shall reasonably cooperate with Esri in termination of an Authorized Entity in material breach of this EA, including enforcement of the EA with respect to such Authorized Entity. There will be no reduction in the EA Fee if an Authorized Entity's rights are terminated. The terminated Authorized Entity will have no further access to any benefits, entitlements, rights, or other items included in or otherwise related to this EA.

5.5 **Termination for a Material Breach.** Either party may terminate this EA for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach. Upon termination of this EA by Esri for a material breach by Customer, all licenses Deployed will also terminate, and the full amount of unpaid EA Fee will be due and payable by Customer within thirty (30) days from the date of termination.

5.6 **Termination for Lack of Funds.** For an EA with government or government-owned entities, either party may terminate this EA before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

5.7 **Termination for Convenience.** Neither Customer nor Esri may terminate the EA for convenience.

5.8 **Use Upon Termination.** For termination under Sections 5.3–5.6, Customer and Authorized Entities shall uninstall, remove, and destroy all EA Products; training materials; and any whole or partial copies, modifications, or merged portions in any form. Upon request, Customer shall deliver evidence of such destruction to Esri (e.g., certification letter). Except in the event that the Master Agreement has been terminated for Customer's uncured material breach, Customer and Authorized Entities may continue to use Rolled-In Software, provided Customer and Authorized Entities comply with the terms and conditions of the Master Agreement. Further, Esri agrees that Customer and Authorized Entities are not required to pay a maintenance reinstatement fee for lapsed maintenance for Rolled-In Software if Customer and Authorized Entities, as may be applicable, order maintenance at time of EA termination. Other items that may be included in this EA—such as Advantage Program, Training Pass days, access codes, and Esri User Conference registrations—will also terminate if this EA is terminated.

6.0—CONFIDENTIALITY

6.1 **Esri Confidential Information.** The EA Fee and list of EA Products are confidential and proprietary information of Esri. Except as provided herein, Customer shall not publish or disclose the EA Fee or list of EA Products to any third party without Esri's prior written consent. Customer may disclose portions or all of this EA to an Authorized Entity provided such is under an obligation of confidentiality to not publish or disclose the EA Fee or list of EA Products to any third party. Disclosure may be made only to those Customer or Authorized Entity employees, contractors, or consultants of Customer (e.g., outside counsel or accountants) who have a need to know to perform their duties or work on behalf of Customer and have an obligation of confidentiality. To the extent that any such disclosures may be required by law, Customer shall inform Esri of the requested disclosure, with a reasonable description of the requested disclosure and identification of the requester, in sufficient time for Esri to assert any objection Esri may have to such disclosure with the appropriate administrative or judicial body.

6.2 **Disclosure of Fees for Unit-Priced Items.** If Unit-Priced Items are included in the Proposal Letter, Esri gives permission to Customer to maintain Unit-Priced Item prices, fees, and discounts on Customer's intranet, subject to password protection accessible to Customers, to support potential procurements. Customer shall use no less than the same degree of care to protect this information as it uses to protect its own confidential information or third-party information of similar nature. Customer must include the following notice on information concerning Unit-Priced Item pricing posted on or accessible through Customer intranet that is accessible by Customers and their employees, or on any other web pages that make reference to the EA Fee or Unit-Priced Items, including order forms:

PRICING INFORMATION, INCLUDING APPLICABLE DISCOUNT RATES, CONTAINED HEREIN IS CONSIDERED CONFIDENTIAL AND PROPRIETARY. EXCEPT TO SUPPORT AUTHORIZED LICENSE ACQUISITIONS, RECIPIENT WILL NOT COPY, DISCLOSE TO ANY THIRD PARTY, OR USE ANY PRICING INFORMATION FOR ANY OTHER PURPOSE OR PROGRAM.

7.0—Administrative Requirements

7.1 **Esri Partner Original Equipment Manufacturer (OEM) Bundled or Embedded Items/Services.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this EA. Customer and Authorized Entities will not seek any discount from the OEM partner or Esri based on the availability of EA Products under this EA. Customer and Authorized Entities will not decouple Esri products or services from the OEM partners' application or service. Esri products or services embedded in third-party products or services are not EA Products.

7.2 **Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this EA, Customer will provide Esri with a written report, in a form acceptable to Esri, detailing all Deployments (each a "Deployment Report"). Upon request, Customer will provide records sufficient for Esri to verify the accuracy of the Deployment Report.

7.3 **Esri User Conference Registration.** Esri shall provide Esri User Conference registrations to Customer annually during the term of this EA in the quantities set forth in the Proposal Letter. Customer is responsible for distributing the registrations internally and to Authorized Entities. Third parties may not represent or attend on behalf of Customer at any Esri User Conference.

7.4 **New Products.** Esri reserves the right to exclude new Products from uncapped Deployment if added to this EA. New Products may contain or be developed with (i) newly acquired technology obtained through a significant investment or (ii) third-party intellectual property that requires a unit-based royalty fee or prohibits Deployment under an educational site or enterprise license. Such items can be made available to Customer or Authorized Entities on a limited-quantity basis or as Unit-Priced Items.

7.5 **Relationship of the Parties.** This EA will not be construed or interpreted as an exclusive dealings agreement. This EA does not constitute a partnership, joint venture, or agency between Esri and Customer. Neither Esri nor Customer will hold itself out as such, nor shall Esri or Customer be bound or become liable because of any representation, action, or omission of the other.

7.6 **GIS Standard.** Either party may publicize the existence of this EA. Customer shall officially name Esri as its GIS standard and act as a reference for other Esri customers and potential customers as long as the EA remains in effect.

8.0—Mergers, Acquisitions, or Divestitures

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer or an Authorized Entity with or into another corporation or entity; (ii) Customer's or Authorized Entity's acquisition, in whole or in part, of another entity or its assets; or (iii) a transfer or sale of all or part of Customer's or an Authorized Entity's organization (subsections i, ii, and iii, separately or collectively

referred to as **"Ownership Change"**). There will be no decrease in the EA Fee as a result of any Ownership Change.

8.1 Customer may not transfer or Deploy EA Products to any third party in connection with a divestiture, merger, or sale of Customer or its assets, in whole or in part. If an Ownership Change results in a divestiture or a transfer or sale of a portion of Customer's or an Authorized Entity's organization or its assets, that portion of Customer's or the Authorized Entity's organization will return the EA Products to Customer or the applicable Authorized Entity or uninstall, remove, and destroy all copies of the EA Products.

8.2 This EA may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer and Authorized Entities will require any successor entity to uninstall, remove, and destroy the EA Products. This Agreement will terminate upon such Ownership Change.

8.3 If Customer or an Authorized Entity merges with or acquires part of another entity or its assets, Esri reserves the right to increase the EA Fee in proportion to the anticipated increase in Deployments or terminate this EA and the parties will negotiate a new agreement. If Customer or an Authorized Entity acquires another entity and Customer would like to Deploy EA Products to that entity, Esri and Customer must first sign an amendment to this EA adding the new entity as an Authorized Entity and agree to an increase in the EA Fee.

9.0—General Provisions

9.1 **Governing Law.** This EA shall be governed by and construed in accordance with the governing law identified in the Master Agreement.

9.2 **Legal Notices.** Please send all legal notices to Esri 380 New York Street Redlands, California 92373-8100 Attention: Director of Contracts and Legal or email legalnotices@esri.com.

9.3 **Survival of Certain Clauses.** The provisions of Sections 2.2 and 5.2 and Article 6 will survive the expiration or termination of this EA.

8/29/2025

George Strebel
County of Williamson | Information Technology Dept
301 Se Inner Loop Ste 105
Georgetown, TX 78626

Dear George:

As a follow-up to our discussions regarding moving the Enterprise Agreement renewal for the County of Williamson, I am providing proposed pricing and product rights below.

The Esri Enterprise Agreement (EA) will remain in effect for three (3) years and grant County of Williamson access to the Esri products listed below.

Perpetual and Annual Subscription: The renewal term will include perpetual Licenses. Maintenance on all listed perpetual License software is included for the term of the EA. This Agreement also includes Licenses that are Annual and will expire at the end of the Agreement.

The Agreement will be effective on December 12th 2025 and requires a firm three-year commitment. Additionally, the EA anniversary date will be set to December 12th for subsequent term to correspond with your fiscal year.

Although your organization has already deployed a considerable amount of Esri technology, our experience with similar customers indicates there is significant potential to apply GIS in many additional areas within your organization. For these reasons, we believe your organization will greatly benefit from an Enterprise Agreement. An EA offers numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Maintenance on all Esri software identified in this proposal and deployed within the organization
- Complete flexibility to deploy software products when and where needed

Proposed payment terms for the EA, developed to reflect your organization's anticipated deployment schedule, are as follows:

	Year 1 12/12/25 – 12/11/26	Year 2 12/12/26 – 12/11/27	Year 3 12/12/27 – 12/11/28	Total
Annual EA Fee	$450,000	$500,000	$550,000	**$1,500,000**

Esri products and services to which County of Williamson will have deployment rights during the term of this agreement include:

Created Date: November 1, 2024
Proposed Date: August 29, 2025

EA Products— Esri Flex (formerly Uncapped) *

Core Product - Perpetual	Total
ArcGIS Enterprise: ArcGIS Enterprise (Advanced and Standard)	Esri Flex
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, and ArcGIS Spatial Analyst	Esri Flex
ArcGIS GIS Server: Advanced, Standard, Basic	Esri Flex
ArcGIS Enterprise Additional Capability Servers: ArcGIS Image Server, ArcGIS GeoEvent Server	Esri Flex
ArcGIS Monitor	Esri Flex
ArcGIS Runtime Advanced	Esri Flex
ArcGIS Runtime Analysis Extension	Esri Flex

Product - Subscription	Total
ArcGIS Enterprise Contributor (formerly Editor) User Type Annual Subscription	Esri Flex
ArcGIS Enterprise Mobile Worker User Type Annual Subscription	Esri Flex
ArcGIS Enterprise Creator User Type Annual Subscription	Esri Flex
ArcGIS Enterprise Professional (formerly Standard) User Type Annual Subscription	Esri Flex
ArcGIS Enterprise Professional Plus (formerly Advanced) User Type Annual Subscription	Esri Flex
ArcGIS 3D Analyst for ArcGIS Enterprise Creator or Professional User Type Annual Subscription	Esri Flex
ArcGIS Data Reviewer for ArcGIS Enterprise Creator or Professional User Type Annual Subscription	Esri Flex
ArcGIS Geostatistical Analyst for ArcGIS Enterprise Creator or Professional User Type Annual Subscription	Esri Flex
ArcGIS Network Analyst for ArcGIS Enterprise Creator or Professional User Type Annual Subscription	Esri Flex
ArcGIS Publisher for ArcGIS Enterprise Creator or Professional User Type Annual Subscription	Esri Flex
ArcGIS Spatial Analyst for ArcGIS Enterprise Creator or Professional User Type Annual Subscription	Esri Flex
ArcGIS Workflow Manager for ArcGIS Enterprise Creator or Professional User Type Annual Subscription	Esri Flex
ArcGIS Online Viewer User Type Annual Subscription	Esri Flex
ArcGIS Online Contributor (formerly Editor) User Type Annual Subscription	Esri Flex

ArcGIS Online Mobile Worker User Type Annual Subscription	Esri Flex
ArcGIS Online Creator User Type Annual Subscription	Esri Flex
ArcGIS Online Professional (formerly Standard) User Type Annual Subscription	Esri Flex
ArcGIS Online Professional Plus (formerly Advanced) User Type Annual Subscription	Esri Flex
ArcGIS 3D Analyst for ArcGIS Online Creator or Professional User Type Annual Subscription	Esri Flex
ArcGIS Data Reviewer for ArcGIS Online Creator or Professional User Type Annual Subscription	Esri Flex
ArcGIS Geostatistical Analyst for ArcGIS Online Creator or Professional User Type Annual Subscription	Esri Flex
ArcGIS Network Analyst for ArcGIS Online Creator or Professional User Type Annual Subscription	Esri Flex
ArcGIS Spatial Analyst for ArcGIS Online Creator or Professional User Type Annual Subscription	Esri Flex
ArcGIS Workflow Manager for ArcGIS Online Creator or Professional User Type Annual Subscription	Esri Flex
ArcGIS Publisher for ArcGIS Online Creator or Professional User Type Annual Subscription	Esri Flex

*Esri Flex (formerly Uncapped) provides the right to Deploy quantities as needed throughout the term of the Agreement.

The Enterprise Agreement also includes:

EA Products—Capped Quantities

ArcGIS Desktop Perpetual Products	**SU/CU**	**Rolled-In Qty. (if applicable)**	**Qty. to Be Deployed**	**Total**
ArcGIS Desktop: Advanced	N/A	0	5	5
ArcGIS Roads and Highways (Location Referencing) for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Perpetual License	N/A	0	1	1
ArcGIS Notebook Server Advanced Up to Four Cores Perpetual License	N/A	0	1	1
ArcGIS Mission Server Up to Four Cores Perpetual License	N/A	0	1	1
ArcGIS Workflow Manager Server Advanced Up to Four Cores Perpetual License	N/A	0	1	1

User Type Subscription Products	**Term 1**	**Term 2**	**Term 3**

ArcGIS Developer Bundle	1	1	1
ArcGIS Location Sharing User Type Extension for ArcGIS Online Annual Subscription	10	10	10
ArcGIS Drone2Map Advanced for ArcGIS Online Annual Subscription	1	1	1
Site Scan for ArcGIS Custom 1 Year License - Site Scan for ArcGIS Custom 1 Year License (not to exceed 25,000 Images per year)	1	1	1
ArcGIS Image Analyst for ArcGIS Pro (Add-on App) for ArcGIS Online Creator or GIS Professional User Type Annual Subscription	5	5	5
ArcGIS Business Analyst Web App Advanced Online Annual Subscription	2	2	2
ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise Annual Subscription	5	5	5
ArcGIS Location Sharing User Type Extension for ArcGIS Enterprise Annual Subscription	10	10	10
ArcGIS Image Analyst for ArcGIS Pro (Add-on App) for ArcGIS Enterprise Creator or GIS Professional User Type Annual Subscription	5	5	5
ArcGIS Indoors Maps for ArcGIS Online Annual Subscription	1	1	1
ArcGIS Indoors Spaces for ArcGIS Online Annual Subscription	1	1	1
ArcGIS Reality Desktop Single Use Annual Subscription (Includes ArcGIS Reality Studio and ArcGIS Reality for ArcGIS Pro)	1	1	1
ArcGIS Hub Premium ArcGIS Online Community	1	1	1
ArcGIS Hub Premium Additional 1,000 ArcGIS Online Community Creator Annual Subscription	3	3	3
ArcGIS Hub Premium Additional ArcGIS Online Credits	10	10	10
ArcGIS Online Service Credits (based on user types listed under Esri Flex)	13,250	23,000	34,500
ArcGIS Online Additional Service Credits – Block of 1,000	100	100	100

The EA also includes the following additional components:

Additional Benefits	**Quantity**
Esri International User Conference Registrations	12
Back-Up Media Sets (available upon request)	2
Authorized Tier-Two Standard Support Callers	6

Advantage Program: One annual subscription to the Advantage Program.

- This program includes the following components per year for three years:

Up to 100 Advisor hours

Annual one-day Planning Meeting

Technology Webcasts

100 Learning and Services credits that can apply towards:

- **Business and Technical Consulting:** Access to a range of industry, business, and technical domain consultants. Get advice and hands-on help from GIS experts, industry specialists, developers, and designers.
- **Training:** Access to an extensive curriculum of instructor-led training courses as well as client-site training options. A complete list of Esri training facilities and course catalog are available at www.esri.com/training.
- **Premium Support Services (PSS):** Access to prioritized incident management and all-hours technical support. PSS has been designed to meet the needs of Esri customers who are developing, implementing, or supporting complex, mission-critical GIS applications.
- **Esri Managed Cloud Services:** Access to a variety of hosting options for the ArcGIS platform that leverage a cloud environment designed to be reliable, cost-effective, and secure.

- Unused Learning and Services credits will expire 24 months from their purchase date, or one month after the expiration of the program, whichever is first. Learning and Services credits are a flexible way for your organization to receive focused technical enablement support. These credits are not intended for use on project-specific professional services. Any project-related activities requiring Esri Project Services support will be scoped, budgeted, and scheduled outside of the Advantage Program. You can find more information about the Advantage Program at www.esri.com/services/eeap.
- Any activities proposed to be completed under the Advantage Program would be subject to review and approval by Esri to ensure alignment with the intent of the Advantage Program.
- At time of renewal, Esri reserves the right to update Advantage Program (AP) terms to reflect the latest program offering.

Esri Premium Support Services (PSS): One annual PSS subscription with a total of two authorized callers and Unlimited premium support cases. PSS gives your organization the convenience of prioritized case management and personalized technical support for Esri customers. Premium Support Services complement and extend existing standard technical support options by providing focused industry-centric support. The PSS program has been designed to meet the needs of Esri customers who are developing, implementing, or supporting complex, mission-critical GIS applications. With the Premium Support Services program, your organization will benefit from the highest level of technical support that Esri offers.

- PSS key components include:
  - An assigned Technical Account Manager who acts as your organization's liaison within Esri Support Services and across Esri departments
  - 24/7/365 case response and work clock
  - Prioritized case management
  - One-hour response time for all reported PSS issues
  - Daily status updates for all PSS cases
  - Premium access to the My Esri Portal
  - Quarterly review of PSS cases and service
- Other benefits exclusive to PSS customers You can find more information about PSS at https://support.esri.com/en-us/support-services/premium

- **Esri Training Pass:** An important component of a successful GIS implementation is continued training and staff development. This proposal includes Training Pass days, which can be redeemed for instructor-led training at either an Esri facility or client-site, conditions allowing, or instructor-led online training. An Esri training consultant will work with County of Williamson to develop an organization-wide training plan that will provide recommendations based on your organization's GIS training needs. This will promote the most efficient use of the technology and the highest return on investment.
  - This Training Pass will provide County of Williamson with access to Esri training according to the following schedule:
    - **Year 1:** 10 Training Pass days
    - **Year 2:** 10 Training Pass days
    - **Year 3:** 10 Training Pass days
  - Information about redeeming Training Pass days is available at https://www.esri.com/training/training-for-organizations.
  - Esri offers an extensive curriculum of instructor-led training courses. A complete list of courses is available in the course catalog at www.esri.com/training.

This proposal is valid for 90 days. In order to complete the agreement within this timeframe, I ask that you contact me within the next seven days to work through any questions or concerns you may have.

Esri and County of Williamson have a long and rich history working together. I appreciate the opportunity to present you with this proposal, as I believe it will greatly benefit your organization. Thank you very much for your consideration.

Best regards,

Jacob Blind
Territory Manager

Enterprise Agreement

Final Audit Report 2025-10-02

Created:	2025-10-02
By:	Thomas Amrine (tamrine@esri.com)
Status:	Signed
Transaction ID:	

"Enterprise Agreement" History

Document created by Thomas Amrine (tamrine@esri.com)
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Document e-signed by Erick Arial (earial@esri.com)
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Agreement completed.
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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1361283

Date Filed:
09/10/2025

Date Acknowledged:
10/06/2025

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

Environmental Systems Research Institute, Inc.
Redlands, CA United States

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

County of Williamson

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.

2026-008
ESRI EA (2025 - 2028)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Jack and Laura, Dangermond Trust	Redlands, CA 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:
2025-1361283

Date Filed:
09/10/2025

Date Acknowledged:

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Environmental Systems Research Institute, Inc.
Redlands, CA United States

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

County of Williamson

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.

2026-008
ESRI EA (2025 - 2028)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Jack and Laura, Dangermond Trust	Redlands, CA 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 _____, _____, _____, _____ US.
(city) (state) (zip code) (country)

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

Executed in San Bernardino County, State of California, on the 10th day of Sept., 20 25.
(month) (year)

A Kazandjian
Annette Kazandjian (Sep 10, 2025 23:29:29 PDT)

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **40.**

Meeting Date: 10/21/2025

Approval to discontinue usage of the Modria – Online Dispute Resolution (“Modria”) subscription services under the agreement between Tyler Technologies and Williamson County for Information Systems

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to approve the amendment to discontinue using the Modria Online Dispute Resolution software subscription that was originally approved on June 5, 2018, per mutual agreement by both Williamson County and Tyler Technologies, and authorize the execution of the amendment.

Background

Approval to terminate the Modria – Online Dispute Resolution (“Modria”) subscription services under the agreement between Tyler Technologies and Williamson County under the agreement as both Williamson County and Tyler Technologies agree to stop using the Modria subscription services under the agreement. Department Contact is Deanna Saucedo.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Modria Termination amendment

Original agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/13/2025 10:17 AM
Form Started By: Cheryl Johnson		Started On: 10/07/2025 08:19 AM
Final Approval Date: 10/13/2025		

AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and Williamson County, Texas ("Client").

WHEREAS, Tyler and the Client are parties to a Subscription License and Services Agreement dated June 5, 2018 for Modria – Online Dispute Resolution software ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The parties agree to discontinue the Modria – Online Dispute Resolution ("Modria") subscription services under the Agreement as of the Amendment Effective Date.
2. As of such date, Client's license for such software and Client's right to access maintenance and support services for Modria are terminated, as are Tyler's obligations to maintain, support, host and update such software. Additionally, all payment obligations for Modria subscription services end on the same date.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.	Williamson County, Texas
By: Rachel Mehlsak	By:
Name: Rachel Mehlsak	Name:
Title: Senior Corporate Attorney	Title:
Date: October 7, 2025	Date:

Williamson CountyTX Modria Amendment 092225

Final Audit Report 2025-10-07

Created:	2025-10-07
By:	Shannon Hydu (shannon.hydu@tylertech.com)
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"Williamson CountyTX Modria Amendment 092225" History

Document created by Shannon Hydu (shannon.hydu@tylertech.com)
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Agreement completed.
2025-10-07 - 8:30:24 PM GMT

SUBSCRIPTION LICENSE AND SERVICES AGREEMENT

This Subscription License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Subscription License and Services Agreement.
- **"Authorized Dispute"** means a dispute that falls within the authorized dispute type or types, such as the nature of the dispute and/or the nature of the parties to the dispute, as set forth in the Investment Summary.
- **"Authorized User"** means (i) your employee or authorized contractor; (ii) the parties, their respective counsel, and/or their respective agent(s) affiliated with an Authorized Dispute; and/or (iii) a third party neutral you provide or request in connection with an Authorized Dispute; so long as, in each case, that user has been assigned unique credentials to access the Tyler Software and registered online to access and use the Tyler Software to file and/or process an Authorized Dispute.
- **"Case Data"** means data pertaining to a specific Authorized Dispute that an Authorized User has entered into the Tyler Software. It includes, but is not limited to, Information about the parties involved in the Authorized Dispute, proceeding-specific documentation, and/or communications between Authorized Users.
- **"Configuration Data"** means data you enter, or that we enter on your behalf, to configure the Tyler Software, including but not limited to establishing user accounts, customizing screen layouts, and defining custom fields. Configuration Data does not include Case Data or Usage Data.
- **"Client"** means Williamson County, Texas.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services

attached as Exhibit A.

- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Maintenance and Support Terms"** means the terms and conditions governing the provision of maintenance and support services to all of our customers, as set forth at Exhibit C.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"Usage Data"** means metadata and raw data accumulated by the Tyler Software, including but not limited to frequency of access, proceeding duration, aggregate uploaded information volume, and information tracked or trackable through cookies or similar methods in order to make the software accessible to and usable by the Authorized Users.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

1.1 For so long as the then-current subscription fees are timely paid as set forth in the Investment Summary and Invoicing and Payment Policy, we grant a license to you and/or your Authorized User(s) to use the Tyler Software to process Authorized Disputes (the "Permitted Purposes"). The Tyler Software will be made available through a website located at a URL that we will provide you, which URL we may change from time to time upon no less than ten (10) days' notice to you. You may be provided access to an additional copy of the Tyler Software for testing purposes, so long as such copy is not used in production and the testing is for internal use only, and so long as such copy is destroyed when payment on subscription fees is suspended. The license to use the Tyler Software is coterminous with the duration of subscription fee payments, but may be revoked if you and/or your Authorized Users do not comply with the terms of this Agreement.

1.2 The Documentation is licensed to you and may be used and copied by you and/or your Authorized Users for non-commercial reference purposes only.

1.3 You and/or your Authorized Users may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; (d) publish or otherwise disclose the Tyler Software or Documentation to third parties; or (e) attempt to interfere with or disrupt the Tyler Software or gain access to any systems or networks that connect thereto, except as required to access the Tyler Software.

1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you under the Maintenance and Support Terms.

1.5 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and

Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

1.6 We do not own, or have any rights in or to any Case Data and Configuration Data. To the extent you have provided that data to us, you grant us a limited, royalty free, irrevocable license to use that Case Data and/or Configuration Data for the term of this Agreement, but only so long as such use relates to our performance under this Agreement and subject to the confidentiality provisions set forth below. We own all Usage Data.

2. Subscription Fees. You agree to pay us the subscription fees in the amounts set forth in the Investment Summary, and thereafter at our then current rates, as further described in the Invoicing and Payment Policy.

3. Limited Warranty; Case Data Storage and Restoration. We warrant that the Tyler Software will be without Defect(s) as long as the fees set forth in the Investment Summary are timely paid, such that the Maintenance and Support Terms are in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Terms. We will use commercially reasonable efforts to store Case Data for up to 90 days after a dispute is resolved or is otherwise no longer active. In the event any Case Data is lost or corrupted because of a Defect in the Tyler Software, we will use commercially reasonable efforts to restore the lost or corrupted Case Data from the latest backup maintained by us in accordance with our procedures. We will not be responsible for any loss, destruction, alteration, unauthorized disclosure or corruption of case data that is not caused by us. OUR OBLIGATIONS SET FORTH IN THIS PARAGRAPH CONSTITUTE OUR SOLE LIABILITY AND YOUR SOLE REMEDY IN THE EVENT OF ANY LOSS OR CORRUPTION OF CASE DATA.

4. Acceptable Use Policies. You acknowledge and agree that we do not monitor or police communications or data transmitted through the Tyler Software, and we are not responsible for the content of any such communications or transmissions. You will only use the Tyler Software for the Permitted Purposes, and consistent with all applicable laws, regulations, and third-party rights. You shall not use the Tyler Software to transmit any bulk unsolicited commercial communications. You shall keep confidential and not disclose to any third parties, and shall ensure that Authorized Users under your direction or control keep confidential and not disclose to any third parties, any user identifications, account numbers, and account profiles associated with the Tyler Software. In addition, you shall ensure that Authorized Users under your direction or control comply with terms and conditions governing their access and use of the Tyler Software that are at least as restrictive as the terms and conditions set forth herein, and you acknowledge that Authorized Users agree to the Terms of Service made available on the Tyler Software platform through their use of the Tyler Software. We reserve the right to suspend or terminate the access of an Authorized User to the Tyler Software if we reasonably determine that the Authorized User has violated the terms and conditions of this Agreement and/or the Terms of Service. We will notify you in writing in the event of any such suspension or termination and, where practicable, we will provide you notice of our intent to suspend or terminate so that you may attempt to cure the Authorized User's violation.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary, if any. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Additional Services. The Investment Summary contains, the scope of services and any related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), and we have incurred non-refundable expenses on your behalf, we reserve the right to seek reimbursement of those expenses from you.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide fee-based services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to perform under this Agreement, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement and providing us with a copy of all applicable rules governing online dispute resolution. If no such rules are in effect as of the Effective Date, you agree to use reasonable efforts to promptly adopt guidelines and obtain any necessary legislative or other rules governing online dispute resolution. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission). You agree to notify your Authorized Users of the availability of the Tyler Software for their use, and to use reasonable efforts to engender broad public awareness within the impacted community. To the extent you are integrating the Tyler Software with your case management system, you agree to provide the necessary infrastructure, including servers, data storage, and networks to send and receive data and to store documents created through the Tyler Software within your case management system.

8. Tyler Software Availability. For so long as the fees set forth in the Investment Summary are being timely paid under this Agreement, the Tyler Software will be available according to the terms set forth in our then-current Service Level Agreement. Our current Service Level Agreement is set forth at Schedule 2 to Exhibit C. Notwithstanding the foregoing, you understand and agree that access of the Tyler Software is dependent upon access to telecommunications and internet services. You and/or your Authorized Users shall be solely responsible for acquiring and maintaining all telecommunications and Internet services and other hardware

and software required to access the Tyler Software, including, without limitation, any and all costs, fees, expenses and taxes of any kind relating to the foregoing. We will not be responsible for any loss or corruption of data, lost communications, or any other loss or damage of any kind arising from any such telecommunications and/or Internet services.

SECTION D – MAINTENANCE AND SUPPORT

For so long as the fees set forth in the Investment Summary are being timely paid under this Agreement according to the Invoicing and Payment Policy, we will provide maintenance and support services for the Tyler Software under the Maintenance and Support Terms. If subscription fees are not timely paid, the Maintenance and Support Terms do not apply.

SECTION E – THIRD PARTY PRODUCTS

The Tyler Software may include embedded third-party software, which is included as part of your license to the Tyler Software. To the extent we make available unembedded third-party software or third-party hardware, you may be required to agree to license and other terms related to those third party products. In such event, we will provide you with the appropriate documentation.

SECTION F – TERM, EXPIRATION AND TERMINATION

1. Renewal and Expiration of Subscription. This Agreement shall be effective as of the Effective Date, and shall continue for the term set forth in the Investment Summary. Thereafter, the Agreement shall automatically renew annually. You must give us no less than sixty (60) days' advance written notice, prior to the expiration of the then-current term, of your intent to not renew this Agreement. We must be paid for all undisputed fees and expenses we have incurred or delivered under this Agreement through the effective date of expiration. Neither you nor your Authorized Users will be entitled to a refund or offset of previously paid license and other fees.

2. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Exhibit B. You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Exhibit B. In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.

3. Lack of Appropriations. To the extent you are funding the fees set forth in the Investment Summary through an appropriation, and if you should not appropriate or otherwise receive funds sufficient to pay those fees, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. We must be paid for all undisputed fees and expenses we have incurred or delivered under this Agreement through the effective date of termination. Neither you nor your Authorized Users will be entitled to a refund or offset of previously paid license and other fees.

4. Force Majeure. Either you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. We must be paid for all undisputed fees and expenses we have incurred or delivered under this Agreement through the effective date of termination. Neither you nor your Authorized Users will be entitled to a refund or offset of

previously paid license and other fees.

5. Obligations Upon Expiration or Termination. Upon expiration or termination of this Agreement, the license grant set forth in Section B shall immediately terminate. We may destroy or otherwise dispose of any Case Data in our possession unless we receive, no less than ten (10) days after the effective date of expiration or termination (or, as applicable, the Completion Period) a written request for delivery to you of our most-recent back-up of Customer Data. We will use reasonable efforts to deliver that back-up to you within thirty (30) days of your written request, and you shall pay all reasonable expenses associated therewith.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1 We will defend you against any third-party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by your negligence or willful misconduct; (b) your violation of a law applicable to your performance under this Agreement; or (c) injury, damage or loss arising out of or relating to an Authorized User's use of the Tyler Software in a manner not warranted by us in this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY REGARDING THE RESULTS THAT WILL BE OBTAINED THROUGH ACCESS AND USE OF THE TYLER SOFTWARE, OR THAT THE TYLER SOFTWARE WILL BE ERROR FREE OR UNINTERRUPTED. WE SHALL HAVE NO LIABILITY FOR ANY CLAIMS, LOSSES OR DAMAGE ARISING OUT OF OR RELATING TO ERRORS OR OMISSIONS IN ANY INFORMATION MADE AVAILABLE THROUGH THE TYLER SOFTWARE IN CONNECTION WITH AN AUTHORIZED DISPUTE, OR ANY USE OF ANY THIRD-PARTY PRODUCTS, SERVICES OR WEBSITES THAT ARE ACCESSED VIA LINKS WITHIN THE TYLER SOFTWARE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES, NOT TO EXCEED TOTAL FEES PAID UNDER THIS AGREEMENT IN THE ONE-YEAR PERIOD PRIOR TO THE DATE THE CLAIM ACCRUED. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will

automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional case types and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then we will refer the dispute to a mutually agreeable mediator.

3. Taxes. Unless expressly stated otherwise, the fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

4. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

5. E-Verify. To the extent applicable, we have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

6. Subcontractors. We subcontract certain development and configuration services to contractors outside the United States.

7. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

8. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

9. No Intended Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

10. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

11. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

12. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

13. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

14. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

15. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

16. Data Security. We adhere to industry standards and best practices in administering security protocols and user authentication in the Tyler Software. We are not responsible, however, for the care you and/or your Authorized Users do or do not take in protecting your usernames and passwords, nor the security protocols and user authentications you and/or your Authorized Users administer.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such

information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

(a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
(b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
(c) a party receives from a third party who has a right to disclose it to the receiving party; or
(d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Venue and Governing Law. This Agreement and any action related thereto will be governed, controlled, interpreted, and defined by and under the laws of the State of Texas, including applicable U.S. federal law, without giving effect to any conflicts of laws principles that require the application of the law of a different state. Any disputes under this Agreement shall be brought in the state and federal courts situated in or presiding over Williamson County, Texas, and the parties hereby consent to the personal jurisdiction and exclusive venue of these courts.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
Exhibit C	Maintenance and Support Terms
	Schedule 1: Support Call Process
	Schedule 2: Service Level Agreement

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

TYLER TECHNOLOGIES, INC.

By: Bruce Graham

Name: BRUCE GRAHAM

Title: PRESIDENT, TYLER C&J

Date: 5/23/2018

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

WILLIAMSON COUNTY, TEXAS

By: Valerie Covey

Name: Valerie Covey

Title: County Presiding Officer

Date: 6/5/18

Address for Notices:
Williamson County, Texas
710 S. Main Street, Ste. 101
Georgetown, TX 78626
Attention: County Judge

Exhibit A
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Software Licenses		
Hosting Term		
5 years		
Transaction Fees		
Modria - Online Dispute Resolution	**Max Cases**	**Fee (Per Case)**
List Case Types		
Traffic	unlimited	$10
Small Claims	unlimited	$30
Civil/Family	unlimited	$60
Professional Services		
Standard implementation services for the case types listed above are included.		

You may add any of the case types listed above at any time during the term of this Agreement by issuing a written notice-to-proceed to us. Upon our receipt of such a notice-to-proceed, we will work with you to schedule the project and create an implementation plan for the applicable case types.

A discount as detailed below will be applied for each case type that meets the following conditions:

Cases Filed Annually	Additional Discount	Total Discount, if Mandatory
25,000+ cases	10%	30%
50,000+ cases	20%	40%
100,000+ cases	30%	50%

Any discount will be applied to cases filed during the one-year period following the year in which the discount conditions were met.

Exhibit B
Invoicing and Payment Policy

Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice the fees in the Investment Summary as set forth below.

Subscription Fees: The subscription fees set forth in the Investment Summary are payable as a transaction fee, split evenly by each party to an Authorized Dispute. Those fees include the licensed access to the Tyler Software, maintenance and support services, and professional services. We will hold that rate for five years from the Effective Date. Upon expiration of that period, the fees will be at our then-current rates, except as otherwise mutually agreed to.

Expenses. The fees set forth in the Investment Summary do not include travel expenses, as our standard implementation approach does not require services to be performed on site. If you request that we perform onsite services, we will provide you a quote for the estimated additional costs and a copy of our then-current Business Travel Policy. We will not perform onsite services until you have approved the quote. We will bill you actual expenses incurred in accordance with our Business Travel Policy.

Payment. Where fees are invoiced to you, payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating

Exhibit C
Maintenance and Support Terms

We will provide you with the following maintenance and support services for the Tyler Software for so long as the subscription fees set forth in the Investment Summary are timely paid. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Tyler Responsibilities.

   1.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you or your Authorized Users modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;

   1.2 provide support during our established support hours;

   1.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software in order to provide maintenance and support services;

   1.4 keep your production environment on the then-current version or immediately prior version along with the appropriate documentation that we make generally available without additional charge; and

   1.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy; and

   1.6 provide help desk services to Authorized Users as set forth in our then-current terms of service. Those terms will be provided to Authorized Users in the form of a click-thru agreement.

2. Client Responsibilities.

   2.1 log a Defect according to the Support Call Process, you must provide initially or supplement within a commercially reasonable timeframe, enough information that allows us to confirm and/or recreate the Defect; and

   2.2 You agree to establish an internal help desk or its equivalent with subject matter experts on the Tyler Software, your infrastructure, and your business processes for your internal users. You agree to filter internal issues through your help desk to eliminate any issues that are unrelated to the Tyler Software, including but not limited to issues related to your infrastructure, your custom configurations and business processes, and/or data problems not caused by the Tyler Software. Any technical or other issue for which you request services, but which is not a Defect, shall be treated as a request for other services.

3. Hardware and Other Systems. If, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain third party products except as expressly set forth in the Agreement.

4. Other Excluded Services. The fees set forth in the Investment Summary do not include (a) onsite maintenance and support (b) maintenance and support of an operating system or hardware; or (c) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

5. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1. For the avoidance of doubt, this Support Call Process applies only to you; Authorized Users are not authorized to contact the Tyler Help Desk except as provided in Section 1.6 above.

Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
(2) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
(3) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools, documentation and other information including support contact information.
(2) Program Updates – where development activity is made available for client consumption
(3) Tyler University –online training courses on Tyler products

Support Availability

Tyler Technologies support is available during the local business hours of 7 AM to 7 PM Central Time (Monday – Friday). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the definitions below. The client is responsible for reasonably setting the priority of the incident per the chart below. The goal of this structure is to help the client clearly understand and communicate the importance of the issue and to describe expected responses and resolutions. It is critical that an incident is assigned the appropriate priority to facilitate the accounting of the SLA requirements. If, in Tyler's reasonable discretion, the client has not correctly set the priority of the incident per the chart, Tyler may assign a different priority, using the chart below. Tyler will notify the client of its intent to do so.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Exhibit C
Schedule 2
SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the Tyler Software. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you directly with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current subscription fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the subscription fee for the next billing cycle, except where fees are payable per transaction by Authorized Users, in which case we will issue payment to you, as set forth above. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99.5%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure. We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.

Commissioners Court - Regular Session **41.**

Meeting Date: 10/21/2025

Student Mock Trial Authorized Use Agreement

Submitted By: Connie Odom, Public Information Office

Department: Public Information Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving an authorized use agreement with the 2026 Region 13 (Austin) Mock Trial Competition for use of space in the Justice Center to conduct a student mock trial competition on Jan. 23, 2026.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Mock Trial Use Agreement 1.23.26

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/13/2025 01:34 PM
Form Started By: Connie Odom		Started On: 10/13/2025 01:07 PM
Final Approval Date: 10/13/2025		

AUTHORIZED USE AGREEMENT

This Authorized Use Agreement (the "Agreement") is made between Williamson County, Texas, a political subdivision of the State of Texas ("County") and the party named as user on the execution page of this Agreement ("USER").

RECITALS

WHEREAS, COUNTY has the right to operate and use the area or real property described in Exhibit A; and

WHEREAS, USER desires to use the area or real property described in Exhibit A.

AGREEMENT

NOW THEREFORE, and in consideration of the following promises, covenants, and conditions, the COUNTY and USER (the "Parties") agree as follows:

1. USE:

In exchange for the public benefit obtained from USER'S use of the area specified in Exhibit A (the "Authorized Area"), the COUNTY does hereby grant, subject to the terms and provisions hereof, to USER permission to use the Authorized Area for the use described in Exhibit A hereto, and no other purpose (the "Permitted Use").

2. SPECIAL CONDITIONS OF USE:

USER hereby acknowledges and agrees that the Authorized Area consists of Courtrooms at the Williamson County Justice Center and that all use of such Courtrooms and any rights granted hereunder are subject to the Presiding Judge's consent requirements, rules, regulations and conditions regarding the use of his or her Courtroom and that USER must comply with any rules, regulations and conditions set by each Judge.

3. SERVICES AND AMENITIES; ALTERATIONS:

In the event that COUNTY provides, or causes to be provided, the following amenities and services (if such amenities and services are available at the Authorized Area), USER shall be obligated, within ten (10) days of USER's use of the Authorized Area, to pay the actual costs incurred by COUNTY for such amenities and services:

i. Heating, air conditioning, and ventilation as reasonably required for comfortable use and occupancy of the fully enclosed portion, if any, of the Authorized Area.

ii. Electric current adequate for the Permitted Use.

iii. Ordinary repair and maintenance of the interior and exterior of the Authorized Area made necessary by normal wear and tear.

USER hereby acknowledges that the above-described amenities and services may not be available at or on the Authorized Area. USER is hereby given notice that it shall be USER's responsibility to inspect the Authorized Area prior to executing this Agreement in order to ensure that the Authorized Area and the Permitted Use is suitable for USER's intended use and purpose. Furthermore, no interruption or malfunction of any service shall constitute an eviction or disturbance of USER's use and possession of the Authorized Area or breach by COUNTY of any of its obligations hereunder or render COUNTY liable for damages or entitle USER to be relieved of any obligation hereunder. In the event of any such interruption, COUNTY shall use reasonable diligence to restore such service.

USER shall not make any alterations, additions or improvements to the Authorized Area.

4. CLEANING OF AUTHORIZED AREA:

To the extent necessary, if any, USER shall provide any and all janitorial and cleaning services immediately after USER's use of the Authorized Area so that the Authorized Area is cleaned and restored to the condition in which the same was found before USER used such area.

5. PARKING:

All vehicles and all equipment parked in, on or around the Authorized Area shall be parked in accordance with COUNTY's requirements, state law and/or local municipal ordinances.

6. INTERRUPTION OR TERMINATION OF PERMITTED USE

COUNTY shall retain the rights to cause the interruption of any Permitted Use in the interest of public safety, and to likewise cause the termination of such Permitted Use when, in the sole judgment of COUNTY, such act is necessary in the interests of public safety.

7. MANAGEMENT AND SAFETY:

In permitting the occupancy of Authorized Area by USER, COUNTY and the Judge of each particular Courtroom retains and does not relinquish the right to issue and enforce such rules, regulations and directives as it may deem necessary for the safe, orderly and commercially sound operation of the Authorized Area. COUNTY employees and agents may enter and have access to the areas furnished hereunder at any time, and authorized personnel may enter at reasonable times necessary to the performance of their duties. COUNTY and the Judge of each particular Courtroom reserves the right to eject any objectionable person(s) from the Authorized Area, including and upon the exercise

of this authority through COUNTY, its agents or officers, **the USER, on behalf of itself, its agents and employees, hereby waives any rights and all claims for damages against COUNTY and the Judge of each particular Courtroom arising from such occurrences.** The USER agrees that it will not allow any person at, in or about the Authorized Area who shall, upon reasonable nondiscriminatory grounds, be objected to by COUNTY. Such person's right to use the Authorized Area and the Authorized Area therein may be revoked by COUNTY and the Judge of each Courtroom. Unless otherwise specified in writing, COUNTY and the Judge of each Courtroom shall be entitled to schedule other events similar to the Permitted Uses both before and after the date of this Agreement without notice to USER.

USER shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the USER's use of the Authorized Area. USER shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to USER and/or its agents, contractors, employees, patrons, performers or guests, all other persons in, on or around the Authorized Area and all property in, on or around the Authorized Area, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.

8. COOPERATION WITH ALL OTHER USERS:

USER acknowledges that COUNTY and the Judge of each particular Courtroom will make available, for use by others, such portions, areas and facilities of the Authorized Area that are not subject to this Agreement. The USER agrees to cooperate in good faith with COUNTY and the Judge of each particular Courtroom and those persons using other portions and areas of the Authorized Area.

9. ALCOHOLIC BEVERAGES:

USER hereby acknowledges and agrees that **no** alcoholic beverages shall consumed or possessed by USER its agents, contractors, employees, patrons, performers or guests while in, on or about the Authorized Area.

10. **ASSUMPTION OF RISK:**

USER, in using the Authorized Area and other facilities of the Authorized Area and equipment therein, if any, whether such equipment is specifically described or not, does so at its own risk. COUNTY shall not be liable for any damages to property or damages arising from personal injuries sustained by USER or any of its agents, contractors, employees, patrons, performers or guests, in, on or about the Authorized Area, or of any other portion of the Authorized Area, including buildings, parking area walkways of the Authorized Area, unless such damage or injury is caused by the COUNTY's negligence or willful misconduct. USER assumes full responsibility for any property damage or injury which may occur to USER, its agents, contractors, employees, patrons, performers or guests in, on or

about the Authorized Area or other portion of the Authorized Area, unless such damage or injury is caused by the COUNTY's negligence or willful misconduct.

11. **INDEMNIFICATION:**

To the fullest extend allowed by law, USER shall conduct its activities upon the Authorized Area so as not to endanger any person thereon and USER agrees to indemnify, defend, and hold harmless COUNTY and its respective officials, officers, agents, employees and representatives (collectively, the "Indemnified Persons") from and against any and all liability, losses, claims, demands, fines, penalties, costs and expenses (including, without limitation, attorneys' fees and litigation expenses) to which any of the Indemnified Persons may become subject by reason of, or in any way related to, (i) the use of the Authorized Area by USER or its agents, contractors, employees, patrons, performers or guests or breaches of applicable codes, laws, rules and regulations by the USER or its agents, contractors, employees, patrons, performers or guests, (ii) any action, omission or negligence, whether in whole or in part, of the USER or its agents, contractors, employees, patrons, performers or guests.

The Indemnified Persons shall not be liable or responsible for, and the USER hereby releases and forever discharges the Indemnified Persons from, any loss, damage or injury to any person or property of USER or its agents, contractors, employees, patrons, performers or guests in, on or around the Authorized Area or other portion of the Authorized Area resulting from any cause whatsoever, including but not limited to theft and vandalism. In no event shall any Indemnified Persons be liable to USER or its agents, contractors, employees, patrons, performers or guests for any consequential, special, exemplary or punitive damages suffered or incurred by USER or its agents, contractors, employees, patrons, performers or guests as a result of the actions or omissions of any Indemnified Person.

12. CAPACITY:

USER shall not permit, nor admit a larger number of persons than can safely or freely move about the Authorized Area.

13. STATUTES/PERMITS:

USER hereby acknowledges that COUNTY requires the full compliance of all Federal, State and local statutes and regulations as they may pertain to any and all activities conducted in, on or around the Authorized Area. This compliance includes sales activities and the mandated collection and remittance of all appropriate State and local sales taxes and purchase of business, parade or other types of permits.

14. NON-DISCRIMINATION:

The USER shall not discriminate against any person or persons in connection with admission, services, or privileges offered to or enjoyed by the general public because of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion or national origin.

15. FLAMMABLE MATERIALS:

USER shall not use open flames, or use or store oils, burning fluids, camphene, kerosene, naphtha or gasoline or other gases for either mechanical or other purposes.

16. LEGAL RECOURSE:

In the event the USER violates any of the terms or conditions of this Agreement, COUNTY shall have, in addition to any other legal recourse, the right to terminate this Agreement and obtain possession of the entire Authorized Area, and to remove and exclude the USER there from, all without service of notice or resort and without any legal liability on its part.

17. COMPLIANCE WITH LAW:

USER, at its sole cost and expense, shall comply and secure compliance with requirements, including, but not limited to, wage and hour guidelines, and shall faithfully observe and secure observance in the use of the Authorized Area of all municipal ordinances and State and Federal Statutes now in force or which may hereafter be in force.

18. NO SUBLETTING AND ASSIGNMENT:

USER shall not sublet, nor assign, pledge, hypothecate or mortgage this Agreement or any of its rights hereunder, without the prior written consent of the COUNTY.

19. LIENS:

USER agrees to pay promptly the costs, expenses and other charges incidental to the use and occupation of the Authorized Area authorized herein **and, to the fullest extent allowed by law, to hold the Indemnified Persons harmless from, and to indemnify and defend them against, any such expenses and charges and from all claims, demands and liens of whatever character arising by reason of contract, express or implied, or any part of any other act of omission on the part of any person other than the Indemnified Persons.** Such costs shall include all expenses and attorneys' fees incurred by the Indemnified Persons in connection with any asserted claim, demand or lien.

20. FORCE MAJEURE:

In the event COUNTY's obligations to the USER under this Agreement should be delayed, prevented or rendered impractical by any of the following events: fire, flood, riot, earthquake, civil commotion, strike, lockout, labor disturbances, explosions, sabotage, accident, war, other casualty, act of God, or any law ordinance, rule of regulation which becomes effective after the date of this Agreement or any other cause beyond COUNTY's reasonable control, COUNTY shall not be liable to perform. The USER hereby waives any claim for damages or compensation for such delay or failure to perform, other than a return to it of any monies paid directly to COUNTY, but no other.

21. CANCELLATION BY COUNTY:

This Agreement may be canceled without liability to COUNTY, under any of the following conditions: (a) if the USER is found to have provided false or misleading information to COUNTY, (b) if COUNTY finds that the use or proposed use will be detrimental to the health, safety or morals of COUNTY or to the efficient operation of the Authorized Area for the public welfare, (c) should any individual or group (members or guests) willfully or negligently mistreat or damage the equipment or Authorized Area or violate any of the policies, rules, regulations, terms and conditions established for use of the Authorized Area, (d) for failure to notify COUNTY of cancellation of any date or dates covered by the Agreement, (e) if USER defaults on any or has not completed all conditions and requirements for use of Authorized Area within the time required prior to USER's use of the Authorized Area, (f) in case the Authorized Area or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, including strikes, labor disputes, wars or acts of military authorities, shall render the fulfillment of the contract difficult or impossible to perform, (g) if the Authorized Area is needed for public necessity or emergency use as determined by COUNTY or (h) upon thirty (30) days' written notice to USER.

22. GOVERNING LAW, VENUE:

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

23. BINDING EFFECT, ASSIGNABILITY:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns subject, in the case of USER, to the provisions of Section 21 above.

24. 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.

25. NO INDEMNIFICATION BY COUNTY:

USER acknowledges and agrees that under the Constitution and the laws of the State of Texas, COUNTY cannot enter into an agreement whereby COUNTY agrees to indemnify or hold harmless any other party, including but not limited to USER.

26. NOTICE:

Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

USER: As set forth on below USER's execution herein below

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

27. 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.

28. REPORTS OF ACCIDENTS:

Within 24 hours after USER becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the USER), whether or not it results from or involves any action or failure to act by the USER or any employee or agent of the USER and which arises in any manner relating to the USER's use of the Authorized

Area, the USER shall send a written report of such accident or other event to the COUNTY, setting forth a full and concise statement of the facts pertaining thereto. The USER shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the USER, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the USER's use of the Authorized Area under this Agreement.

29. 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.

30. 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.

31. NO WAIVER:

No action or inaction taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and such action or inaction will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature.

32. ENTIRETY OF AGREEMENT:

This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

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AS ACCEPTED AND EXECUTED:

COUNTY:

By: _____

Printed Name: _____

Title: _____

DATED _____ _____, 20___

USER:

Texas High School Mock Trial Competition
Company / Organization

Authorized Signer: _____

Printed Name: Melissa Perez

Representative Capacity: Director

DATED October 13, 2025

Contact Person: Melissa Perez

Address: 2101 Ross Ave.
Dallas, TX 75201

Phone No.: (214) 235-7558

EXHIBIT A

DESCRIPTION AND GENERAL TERMS OF AUTHORIZED AREA

The COUNTY does hereby grant, subject to the terms and provisions hereof, to USER, permission to use the following specified area(s), ingress and egress thereto via corridors and public areas devoted to ingress and egress, (the "Authorized Area"), for the following use and no other purpose (the "Permitted Use"):

Date(s):	**From – January 23, 2026** **To – January 23, 2026**
Hours:	8:00 **a.m. to** 7:00 **p.m.**
Permitted Use (Description of Use):	**2026 Region 13 (Austin) Mock Trial Competition**
Authorized Area (Location):	**Williamson County Justice Center** **405 Martin Luther King Jr St., Georgetown, TX 78626** **Courtrooms: 1, 2, and 4** **and second floor small courtroom near 1 and 5.**

Commissioners Court - Regular Session **42.**

Meeting Date: 10/21/2025

Labatt Agreement

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a Tax Abatement Agreement between Williamson County, Texas and Labatt Food Services, LLC 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

Tax Abatement Agreement - Labatt Food Services LLC

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	10/03/2025 01:46 PM
Form Started By: Hal Hawes		Started On: 10/03/2025 09:36 AM
Final Approval Date: 10/03/2025		

STATE OF TEXAS §
§ **TAX ABATEMENT AGREEMENT**
COUNTY OF WILLIAMSON §

This Tax Abatement Agreement (the "Agreement") is entered into by and among Williamson County, Texas (the "County"), Labatt Food Services, LLC, a Texas limited liability company ("Company") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

W I T N E S S E T H:

WHEREAS, the Company plans to purchase a parcel of land in the extraterritorial jurisdiction of the City of Jarrell, Texas, in Williamson County, Texas, being further described in Exhibit "A" ("Land"); and

WHEREAS, the Company intends to construct, or cause to be constructed, a building on the Land containing approximately 150,000 square feet of warehouse distribution facility (hereinafter defined as the "Improvements"); and

WHEREAS, the Company intends to locate Tangible Personal Property (hereinafter defined) on the Land (hereinafter defined); and

WHEREAS, the Company intends to make a total combined capital investment of approximately Forty-Two Million and No/100 Dollars ($42,000,000.00) in the Improvements and Tangible Personal Property (hereinafter defined) as of July 31, 2027 (hereinafter defined); and

WHEREAS, the City Council of Jarrell, Texas (the "City Council") passed an Order (the "Order") establishing the Jarrell Tax Reinvestment Zone No. 2 (the "Zone") for commercial/industrial abatement, as authorized by the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code, as amended (the "Act"); and

WHEREAS, the County has adopted guidelines for tax abatement (the "Tax Abatement Guidelines"); and

WHEREAS, the Tax Abatement Guidelines contain appropriate guidelines and criteria governing tax abatement agreements to be entered by the County as contemplated by the Act; and

WHEREAS, the County has adopted a resolution stating that it elects to be eligible to participate in tax abatement; and

WHEREAS, to maintain and enhance the commercial and industrial economic and employment base of Williamson County area, it is in the best interests of the taxpayers for the County to enter into this Agreement in accordance with said Order, the Tax Abatement Guidelines, and the Act; and

WHEREAS, development efforts of Company described herein will create 150 permanent new jobs in the County; and

WHEREAS, the Commissioners Court finds that the contemplated use of the Premises (hereinafter defined), and the contemplated Improvements are consistent with encouraging development of the Zone in accordance with the purposes for its creation and/or in compliance with the Tax Abatement Guidelines, the Order adopted by the County, the Act, and all other applicable laws; and

WHEREAS, the Commissioners Court finds that the Improvements sought are feasible and practicable and would be of benefit to the Premises to be included in the Zone and to the County after expiration of this Agreement; and

WHEREAS, a copy of this Agreement has been furnished, in the manner prescribed by the Act, to the presiding officers of the governing bodies of each of the taxing units in which the Premises is located;

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, including the expansion of primary employment, the attraction of major investment in the Zone, which contributes to the economic development of Jarrell and the enhancement of the tax base in the County, the Parties agree as follows:

Article I
Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

"Ad Valorem Taxes" shall mean those real and business personal ad valorem taxes paid to Williamson County (not to include the County's Road & Bridge Tax) based on the assessed value of the real and personal property within the Project.

"Appraisal District" shall mean the Williamson Central Appraisal District or its successor.

"Bankruptcy or Insolvency" shall mean the dissolution or termination of a Party's existence as a going business, insolvency, appointment of receiver for any part of a Party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party, and such proceeding is not dismissed within ninety (90) days after the filing thereof.

"Base Year Taxable Value" shall mean the Taxable Value for the Land for the year in which the Tax Abatement Agreement is executed.

"City" shall mean the City of Jarrell, Texas.

"Commencement Date" shall mean July 31, 2027, or the date of Completion of Construction, whichever occurs earliest.

"Commencement of Construction" shall mean that: (i) the plans have been prepared and all approvals thereof and permits with respect thereto required by applicable governmental authorities have been obtained for construction of the Improvements on the Land; (ii) all necessary permits for the construction of the Improvements on the Land pursuant to the respective plans therefore having been issued by all applicable governmental authorities; and (iii) grading of the Land or the construction of the vertical elements of the Improvements has commenced.

"Commissioners Court" shall mean the governing body of the County.

"Company" shall mean Labatt Food Services, LLC, a Texas limited liability company or its wholly-owned subsidiary to be established for the purpose of owning and operating the Improvements.

"Completion of Construction" shall mean substantial completion of the Improvements. For purposes of this Agreement, "substantial completion" shall mean the stage in the progress of the construction when the Improvements or designated portions thereof are sufficiently complete so that the Company can occupy or utilize the Improvements for their intended use; provided, however, that as a condition precedent to substantial completion, the Company has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Improvements.

"County" shall mean Williamson County, Texas.

"Effective Date" shall mean the date of the last party's execution of this Agreement.

"Expiration Date" shall mean March 1 of the calendar year following the tenth (10^{th}) anniversary date of the First Year of Abatement.

"First Year of Abatement" shall mean January 1 of the calendar year immediately following the Commencement Date.

"Force Majeure" shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, government or de facto governmental action, restrictions or interferences (unless caused by the intentional acts or omissions of the Party), fires, explosions, floods or other inclement weather, strikes, slowdowns or work stoppages, incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or similar causes that results in a reduction of labor force or work stoppage in order to comply with local, state, or national disaster orders, construction delays, shortages or unavailability of supplies, materials or labor, necessary condemnation proceedings, or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same,

regardless of whether any such circumstances are similar to any of those enumerated or not, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance shall be extended for a period of time equal to the period such Party was delayed, provided the Party whose performance is delayed provides written notice to the other Party not later than fifteen (15) business days after the last day of the month of the occurrence of the event(s) or condition(s) causing the delay or the date the Party whose performance has been delayed becomes aware or should have reasonably known of the event, describing such event(s) and/or condition(s) and the date on which such event(s) and/or condition(s) occurred.

"Freeport Goods" shall have the same meaning as assigned by Section 11.251 of the Tax Code and Article VIII, Section 1-j of the Texas Constitution. Freeport Goods does not include "Goods in Transit" as defined by Tax Code, Section 11.253.

"Goods in Transit" shall have the same meaning assigned by Tax Code, Section 11.253.

"Improvements" shall mean a building to be constructed on the Land containing approximately 150,000 square feet of warehouse distribution space on the Land, and other ancillary facilities such as reasonably required parking and landscaping.

"Land" means the real property described in **Exhibit "A"**.

"Premises" shall mean collectively, the Land and Improvements following construction thereof.

"Required Use" shall mean the Company's continuous use and occupancy of the Improvements for a warehouse distribution facility.

"Tangible Personal Property" shall mean furniture, fixtures and equipment owned or leased by Lessee and located at the Premises, after the execution of this Agreement. Tangible Personal Property shall not include inventory, supplies, and Freeport Goods and Goods in Transit located at the Premises.

"Taxable Value" means the appraised value as certified by the Williamson Central Appraisal District (or its successor) as of January 1 of a given year.

Article II
General Provisions

2.1 The Company has purchased or is in the process of purchasing the Land which is located within the Zone and intends to construct the Improvements and to locate and maintain Tangible Personal Property.

2.2 The Premises are not in an improvement project financed by tax increment bonds.

2.3 This Agreement is entered into subject to the rights of the holders of outstanding bonds of the County.

2.4 The Premises are not owned or leased by any member of the Commissioners Court of Williamson County.

2.5 By using the form prescribed by the Texas Comptroller of Public Accounts, Company shall, before May 1 of each calendar year that the Agreement is in effect, certify in writing to the County that such Party is in compliance with each term of the Agreement.

2.6 The Land and the Improvements constructed thereon at all times shall be used in the manner that during the period taxes are abated hereunder is consistent with the general purposes of encouraging development or redevelopment within the Zone.

2.7 During the term of this Agreement beginning on the Commencement Date and continuing until the Expiration Date, Company intends to establish one or more programs at the Premises to create internship and employment opportunities for the benefit of Williamson County students.

Article III
Tax Abatement Authorized

3.1 This Agreement is authorized by the Act and in accordance with the County Tax Abatement Guidelines and approved by order of the Commissioners Court.

3.2 Subject to the terms and conditions of this Agreement, County hereby grants Company an abatement of thirty percent (30%) of the Assessed Value of the Premises (Land and Improvements) and an abatement of thirty percent (30%) of the Assessed Value of the Tangible Personal Property, for a period of ten (10) consecutive years, beginning with the First Year of Abatement; provided, however, beginning with the second year of abatement, the combined minimum Assessed Value of the Premises and Tangible Personal Property shall be at least Forty-Two Million and No/100 Dollars ($42,000,000.00) ("Minimum Assessed Value") as of January 1 of such tax year and as of January 1, of each calendar year thereafter during the term of this Agreement, according to the Appraisal District records. The foregoing percentage of Assessed Value of the Premises subject to abatement for each year this Agreement is in effect will apply only to the portion of the Assessed Value of the Premises that exceeds the Base Year Assessed Value. The actual percentage of Assessed Value of the Tangible Personal Property subject to abatement for each year this Agreement is in effect will apply only to the Tangible Personal Property located at the Premises after execution of this Agreement. The failure of the Premises and the Tangible Personal Property to have the Minimum Assessed Value as of January 1 of $42,000,000.00 by the 2nd year of abatement and as of January 1, of any subsequent calendar year, shall not be an event of default subject to termination and repayment of the abated taxes pursuant to Article V hereof but shall result in the forfeiture of the tax abatement for the Premises and the Tangible Personal Property for such tax year.

3.3 The period of tax abatements herein authorized shall be for a period of ten (10) consecutive years beginning with the First Year of Abatement. No abatements shall be given after the tenth year.

3.4 During the period of tax abatement herein authorized, Company shall be subject to all taxation not abated, including but not limited to, sales tax and ad valorem taxation.

3.5 Beginning with the First Year of Abatement and continuing until the Expiration Date, the Premises shall not be used for any purpose other than the Required Use and the operation and occupancy of the Premises in conformance with the Required Use shall not cease for more than thirty (30) days except in connection with and to the extent of an event of Force Majeure or for temporary closures for reasonable periods of time not to exceed ninety (90) consecutive days for expansion, renovation or remodeling.

3.6 The term of this Agreement shall begin on the Effective Date and shall continue until the Expiration Date, unless sooner terminated as provided herein.

3.7 The abatement is for those Ad Valorem Taxes paid by the Company to the tax fund entitled Williamson County (not to include the County's Road & Bridge Fund) based on the Assessed Value of the real and personal property within the Project.

Article IV
Improvements

4.1 Company intends to construct or cause to be constructed the Improvements on the Land. Nothing in this Agreement shall obligate Company to construct the Improvements on the Land, but said actions are conditions precedent to tax abatement for the Company and Lessee pursuant to this Agreement. The Company also intends to locate Tangible Personal Property at the Premises. Nothing in this Agreement shall obligate the Company to locate Tangible Personal Property at the Premises, but said actions are conditions precedent to tax abatement for the Company pursuant to this Agreement.

4.2 As a condition precedent to the initiation of the tax abatement pursuant to this Agreement, Company agrees, subject to events of Force Majeure, to cause Commencement of Construction of the Improvements to occur on or before July 31, 2027, and subject to events of Force Majeure to cause Completion of Construction of the Improvements to occur on or before July 31, 2027, as good and valuable consideration for this Agreement, and that all construction of the Improvements will be in accordance with all applicable state and local laws, codes, and regulations (or valid waiver thereof).

4.3 The Company agrees to maintain the Premises during the term of this Agreement in accordance with all applicable state and local laws, codes, and regulations. Company agrees to obtain or cause to be obtained from the City a certificate of occupancy for a minimum of 150,000 square feet of distribution space located on the Land by July 31, 2027, or within ninety (90) days of the Completion of Construction, whichever occurs sooner.

4.4 The County, the Appraisal District, its agents and employees shall have the right of access to the Premises during and following construction to inspect the Improvements at reasonable times and with reasonable notice to Company and Lessee, as the case may be, and in accordance with visitor access and security policies of the Company, as applicable to ensure that the construction and maintenance of the Improvements are in accordance with this Agreement and all applicable state and local laws and regulations (or valid waiver thereof).

4.5 The Company agrees that by July 31, 2027, or within ninety (90) days of the Completion of Construction, whichever occurs sooner and during the Term of this Agreement to employ **100** Full Time Equivalents by the end of the first 12 months or full year from the date of the Completion of Construction; employ a total of **125** Full Time Equivalents by the end of the second full year from the date of the Completion of Construction; employ a total of **150** Full Time Equivalents by the end of the third full year from the date of the Completion of Construction; and, thereafter, maintain a minimum of **150** Full Time Equivalent Employment Positions working at the Premises during the term of this Agreement. Company covenants and agrees within ninety (90) days of the Completion of Construction and during the term of this Agreement, Company shall deliver to the County quarterly compliance verifications signed by a duly authorized representative of Company that shall certify the number of Full Time Equivalent Employment Positions, and shall disclose and certify the average wage for all Full Time Equivalent Employment Positions (the "Quarterly Compliance Verification"). Company covenants and agrees beginning on 12 Months from the hiring of 150 Full Time Equivalents, and quarterly thereafter during the term of this Agreement, there will be a total of **twenty (20)** Quarterly Compliance Verifications due and submitted to the County covering the Full Time Equivalent Employment Positions created and maintained during the term of this Agreement. All Quarterly Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports. Company further agrees that beginning on 12 months from the hiring of 150 Full Time Equivalents, and thereafter during the term of this Agreement, the County will be permitted to conduct annual on-site inspections to verify the Quarterly Compliance Verifications.

Article V
Default; Recapture

5.1 In the event: (i) Company fails to cause Commencement and/or Completion of Construction of the Improvements in accordance with this Agreement; (ii) Company has delinquent ad valorem taxes owed to the County (provided Company retains the right to timely and properly protest such taxes); (iii) Company has an event of Bankruptcy or Insolvency; or (iv) Company breaches any of the terms and conditions of this Agreement, or a Related Agreement, then Company, after the expiration of the notice and cure periods described below, shall be in default of this Agreement (the "Defaulting Party"). As liquidated damages in the event of such default, the Defaulting Party shall, within thirty (30) days after demand, pay to the County the amount of the taxes that would have been paid by the Defaulting Party to County without the benefit of a tax abatement for their respective property the subject of this Agreement for the tax years for which the Defaulting Party was in default of this Agreement (the "Recapture Amount") with interest at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code, as amended, but without penalty. The Parties acknowledge that actual damages in the event of default termination would be speculative and difficult to determine. The Parties further agree that Recapture Amount Taxes,

including interest, as a result of this Agreement, shall be recoverable against the Defaulting Party and shall constitute a tax lien against the Premises and the Tangible Personal Property, and shall become due, owing, and shall be paid to the County within thirty (30) days after notice of termination.

5.2 Upon breach by Company of any of the obligations under this Agreement, the County shall notify the breaching Party (the "Breaching Party") in writing, which Breaching Party shall have thirty (30) days after delivery of the notice in which to cure any such default. If the default cannot reasonably be cured within such 30-day period, and the Breaching Party has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the County may extend the period in which the default must be cured.

5.3 If the Breaching Party fails to cure the default within the time provided as specified above or, as such time period may be extended, the County, at its sole option, shall have the right to terminate this Agreement with respect to the Defaulting Party by providing written notice to the Defaulting Party.

5.4 Upon termination of this Agreement by County with respect to a Defaulting Party, the Recapture Amount for the respective property shall become a debt to the County as liquidated damages, and shall become due and payable not later than thirty (30) days after a notice of termination is delivered. The County shall have all remedies for the collection of the Recapture Amount from the Defaulting Party provided generally in the Tax Code for the collection of delinquent property tax. The computation of the Recapture Amount for the purposes of the Agreement shall be based upon the full Taxable Value of the Tangible Personal Property and the Premises, as the case may be, without tax abatement for the years in which tax abatement hereunder was received by the Defaulting Party, as determined by the Appraisal District, multiplied by the tax rate of the years in question, as calculated by the County Tax Assessor-Collector. The liquidated damages shall incur penalties as provided for delinquent taxes and shall commence to accrue after expiration of the thirty (30) day payment period.

Article VI
Annual Application for Tax Exemption

It shall be the responsibility of the Company, pursuant to the Tax Code, to file an annual abatement application form prescribed by the Texas Comptroller of Public Accounts for the Tangible Personal Property and the Premises with the Chief Appraiser for the Appraisal District in which the eligible taxable property has situs. A copy of the respective abatement application shall be submitted to the County upon request.

Article VII
Annual Rendition

The Company shall annually render the value of the Tangible Personal Property to the Appraisal District using the form prescribed by the Appraisal District and shall provide a copy of the same to the County upon written request. Company shall also be responsible for annually rendering the value of any existing Tangible Personal Property using the form prescribed by the Appraisal District which has been improved so as to render its value higher than in previous years.

Article VIII
Miscellaneous

8.1 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received (i) three (3) days after deposit in United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below, or such other address as is designated by the applicable Party from time to time, or (ii) on the day received if sent by courier or otherwise hand delivered.

If intended for County, to:

Williamson County
Attn: County Judge
710 South Main Street
Suite 101
Georgetown, Texas 78626

If intended for Company, to:

Labatt Food Services, LLC
Attn: David Pope, COO
4500 Industrial Park Drive
San Antonio, TX 78218

8.2 Authorization. This Agreement was authorized by the Williamson County Commissioners Court approved at a regularly scheduled meeting, after proper notice being given.

8.3 Severability. In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the Parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

8.4 Governing Law. This Agreement shall be governed by the laws of the State of Texas without regard to any conflict of law rules. Exclusive venue for any action under this Agreement shall be the State District Court of Williamson County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

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

8.6 Employment of Undocumented Workers. During the term of this Agreement, the Company and Lessee each agree not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), the Company shall repay the taxes abated herein, and any other funds received by the Company from the County as of the date of such violation within 120 days after the date the Company are notified by the County of such violation, plus interest at the rate of four percent (4%) compounded annually from the date of violation until paid. Company is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of such Parties or by a person with whom such Party contracts.

8.7 Recitals. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

8.8 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

8.9 Assignment. This Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This Agreement may not be assigned by the Company without the prior written consent of the County, which consent shall not be unreasonably withheld.

8.10 Entire Agreement. This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the Parties to be attached to and made a part of this Agreement.

[Signature page to follow]

EXECUTED in duplicate originals the ____ day of _____, 2025.

Williamson County, Texas

By: _____
Steven Snell, County Judge

EXECUTED in duplicate originals the 2nd day of October, 2025.

Labatt Food Services, ~~LLC~~.

By: _____

Name: David Page

Title: Chief Operating Officer

EXHIBIT "A"

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 **43.**

Meeting Date: 10/21/2025

Approval of Blanket Requisition #138854 for Fuel Purchases from Fleetcor dba Fuelman for EMS

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 a Blanket Purchase Order in the amount of $320,000.00 as per Omnia contract #R211101 with Fleetcor dba Fuelman for fuel purchases for Emergency Medical Services.

Background

Approval of this item will support the operations of the Williamson County EMS Department. The blanket purchase order (Req #138854) will encumber funds for Fuelman gasoline purchases. Funding Source is 01.0100.0540.003301, the Origination ID is 3868, and the Point of Contact is Theresia Carter. The company is publicly traded, therefore Form 1295 is not required.

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	10/13/2025 11:30 AM
Form Started By: Vickie Johnson		Started On: 10/09/2025 09:04 AM
Final Approval Date: 10/13/2025		

Commissioners Court - Regular Session **44.**

Meeting Date: 10/21/2025

Transformative Justice Program Director Agreement with Texas Community Supervision Alternatives

Submitted By: John Pelczar, Juvenile Services

Department: Juvenile Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on agreement for Program Director for the Williamson County Transformative Justice Program between Williamson County and Texas Community Supervision Alternatives; and exemption of such services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code(a)(4).

Background

This is a renewal contract with Texas Community Supervision Alternatives, operated by Dean Eddy, to serve as the Program Director for the Williamson County Transformative Justice Program. The county has contracted with Texas Community Supervision Alternatives for the past two years to oversee this program. There were no changes made to this contract other than updating the dates of service. This program is grant-funded through the Bureau of Justice Assistance and does not require a cash match.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TJ Program Dir Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	10/07/2025 06:53 PM
Juvenile Services (Originator)	Denise Carlson	10/09/2025 03:14 PM
Form Started By: John Pelczar		Started On: 10/06/2025 05:04 PM
Final Approval Date: 10/09/2025		

AGREEMENT FOR PROGRAM DIRECTOR SERVICES
FOR
WILLIAMSON COUNTY TRANSFORMATIVE JUSTICE PROGRAM

This Agreement for Program Director Services for the Williamson County Transformative Justice Program ("Agreement") is by and between Williamson County ("County") and Texas Community Supervision Alternative, LLC ("Service Provider").

1. Description of Program and Purpose of Agreement

1.1 The mission and vision of the Williamson County Transformative Justice Program ("Program") is to reduce incarceration of and improve outcomes for emerging adults ages 17- 24 in the Williamson County, Texas justice system. The Program is designed to positively impact the following: (1) a Public Health Alternative to Incarceration Program (ATI), (2) direct litigation, and (3) community engagement & re-entry. The Program partners with community stakeholders, criminal justice agencies and health and human services professionals that will address the underlying factors contributing to the emerging adults' involvement in the criminal justice system. Finally, community engagement and re-entry efforts support the Program participants as they transition back to their communities.

1.2 The purpose of this Agreement is to provide the terms, conditions, covenants, and compensation relating to Service Provider's provision of program management and director services for the Program.

2. Term and Termination

2.1 Term. The Term of this Agreement shall be from October 1, 2025 until September 30, 2026, unless terminated earlier under this Agreement.

2.2 Termination for Convenience. Either party may terminate this Agreement for convenience and without cause or further liability upon thirty (30) calendar day's written notice to the other party. In the event of termination for convenience, it is understood and agreed that only the amounts due to Service Provider's services provided up to and including the date of termination, will be due and payable. No penalty will be assessed for a party's termination of this Agreement for convenience.

2.3 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.

Termination for breach under this section does not waive either party's claim for direct damages resulting from the breach, and the non-breaching party may, among other remedies, withhold from compensation owed the breaching party an amount necessary to satisfy its claim against the breaching party.

3. Scope of Services

3.1 Service Provider agrees to provide the following Scope of Services in relation to the Program:

a. Assure that all service providers maintain program integrity in the implementation of the individualized treatment plans, interactions with program participants, and interactions among providers. This will include creating "systems" for initiating cases, maintaining documents, and corresponding with the participants .
b. Engage in ongoing support with community members and identifying additional partners for sustainable expansion of the program.
c. Successfully enroll participants in program in partnership with program attorneys, prosecutors, jail officials, judges, and magistrates with a goal of maintaining approximately 70-90 active participants
d. Lead the program team comprised of case managers, attorneys, counselors, and partners
e. Ensure fidelity to grant and research design in collaboration with funding sources and governing bodies
f. Provide direct supervision and clinical supervision of case mangers/counseling staff
g. Oversee client participation in appropriate treatment and/or educational programming, such as substance abuse evaluations, drug education classes, diversion opportunity classes, and cognitive skill training.
h. Facilitate multidisciplinary team meetings and partner meetings
i. Supervise program case managers and counselors
j. Lead court preparation including court reports and docket
k. Lead team in data collection and reporting to court and grant officials ensuring that goals and benchmarks are met or exceeded
l. Collect, report, and evaluate program output and outcome data
m. Manage program budget including personnel, operating, and participant costs
n. Lead collaboration with community partners including participation and presenting to local collaboratives
o. Report regularly on program updates and participant progress and outcomes to Judge, District Attorney, program team, and other partners
p. Seek funding and resources for participant needs including healthcare, transportation, housing, and job training/placement/ and incentives
q. Manage Emerging Adult facility needs in partnership with county and outside partners to ensure phones, technology, furniture, supplies, equipment and other resources and needs are available and functioning
r. Communicate and participate with research partners in collecting and processing data
s. Complete and submit all reports timely to satisfy grant funders

4. Compensation

4.1 County agrees to pay Service Provider the total not to exceed fee of $286,300.00 to provide the Scope of Services as described in Paragraph 3 for the entire Term of this Agreement. The said total not to exceed fee shall be paid in twelve (12) monthly installments of $23,858.33 each.

4.2 Service Provider agrees to submit an invoice to County once per month on the last day of the invoiced month. Each invoice shall be submitted electronically to the Williamson County Juvenile Services' Director of Operations at jpelczar@wilco.org, or as otherwise designated, in writing, by County.

4.3 County's payment hereunder shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Service Provider of such an invoice of the discrepancy. Following County's notification of any discrepancy as to an invoice, Service Provider must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

5. Independent Contractor

5.1 It is expressly acknowledged that Service Provider is an independent contractor and that nothing in this Agreement is intended or shall be construed to create an employer/employee relationship between County and Service Provider. Service Provider acknowledges and agrees that he/she will not be entitled to any benefits generally provided by the County to its employees (including, without limitation, health insurance, retirement, severance, vacation, and disability) or any compensation other than what is set forth herein.

It is understood and agreed that Service Provider shall pay all taxes, licenses, and fees levied or assessed on Service Provider in connection with or incident to the performance of this Agreement by any governmental agency, including, without limitation, unemployment compensation insurance, old age benefits, social security, or any other taxes upon fees or wages of Service Provider, Service Provider's agents, employees, and representatives. Service Provider agrees to reimburse the County on demand for all such taxes or governmental charges, state or federal, which

the County may be required or deem it necessary to pay on account of employees of Service Provider. Service Provider agrees to furnish the County with the information required to enable it to make the necessary reports and pay such taxes or charges. At its election, the County is authorized to deduct all sums so paid for such taxes and governmental charges from any fee or amounts that may be or become due to Service Provider.

5.2 Service Provider shall not be deemed or construed to be an agent or representative of County for any purposes whatsoever and Service Provider hereby agrees to not hold himself/herself out as a representative or agent of County. In this respect, Service Provider acknowledges and agrees that he/she shall have no right or authority to commit or obligate the County in any way to any third party or parties unless specifically authorized to do so by the Williamson County Commissioners Court.

6. Representations and Warranties

6.1 Service Provider represents and warrants that:

a. Service Provider has the authority to sign and be bound by the terms of this Agreement; and

7. Responsibility for Acts and Omissions

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

7.2 Service Provider expressly waives rights or claims of subrogation Service Provider may have against County.

8. General Terms

8.1 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.

8.2 This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

8.3 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.

8.4 No provision of this Agreement is intended to waive County's sovereign/governmental immunity, including but not limited to immunity from suit or immunity from liability, as provided by Title 5, Texas Civil Practice & Remedies Code, and other applicable law.

8.5 No provision of this Agreement is intended to create any third-party beneficiary.

8.6 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. When required, Service Provider shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

8.7 If any provision included in this Agreement is determined to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included.

8.8 Written notice or communication required by or related to this Contract shall be provided to the following party representatives:

County
Attn: County Judge
710 Main Street
Suite 101
Georgetown, Texas 78626

Service Provider
Texas Community Supervision Alternative, LLC
Dean Eddy, LPC-S, LSOTP-S
503 Main Street
Georgetown, Texas 78626

With Copy To:
Williamson County Juvenile Services
Attn: Scott Matthew, MBA
Executive Director
200 Wilco Way
Georgetown, Texas 78626

8.9 Program Director 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 Program Director which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Program Director agrees that County shall have access during normal working hours to all necessary Program Director 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 Program Director reasonable advance notice of intended audits.

8.10 Program Director acknowledges that the funding to be paid to Program Director is from a grant. The obligations of the County under this Agreement do not constitute a general obligation or indebtedness of County for which the County 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 if the grant funding source does not appropriate sufficient grant funds to fund the Program in the future. County may effect such termination by giving written notice of termination to Program Director immediately upon notice that any such grant funding is terminated and, in such case, County shall pay Program Director for all amounts incurred and earned up to date of the termination of grant funding.

8.11 This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement on the date set forth above, to be effective as of October 1, 2025.

WILLIAMSON COUNTY

By:_____

Printed Name: _____

Title: Presiding Officer of Williamson County Commissioners Court

SERVICE PROVIDER

By: _____

Printed Name: Dean Eddy, LPC-S, LSOTP-S

Title: Managing Owner

Commissioners Court - Regular Session **45.**

Meeting Date: 10/21/2025

Transformative Justice Program Legal Services Agreement with Jo Poenitzsch

Submitted By: John Pelczar, Juvenile Services

Department: Juvenile Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an agreement for Legal Services for the Williamson County Transformative Justice Program between Williamson County and Jo Poenitzsch; and exemption of such services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code(a)(4).

Background

This is a renewal of Ms. Poentizsch's legal services agreement for the Williamson County Transformative Justice Program. Ms. Poentizsch has been serving in this role since the program's inception. There were no changes made to this contract other than updating the dates of service.

This program is grant-funded through the Bureau of Justice Assistance and does not require a cash match.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Legal Services Agreement-JPoenitzsch

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	10/07/2025 07:02 PM
Form Started By: John Pelczar		Started On: 10/06/2025 05:58 PM
Final Approval Date: 10/07/2025		

WILLIAMSON COUNTY
TRANSFORMATIVE JUSTICE PROGRAM
AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services ("Agreement") is by and between Williamson County ("County") and Jo Poenitzsch ("Defense Counsel").

1. Purpose

1.1 The purpose of this Agreement is to provide the terms, conditions, covenants and compensation relating to Defense Counsel's provision of legal representation to participants who are accepted and receiving services ("Program Services") in the Williamson County Transformative Justice Program ("the Program").

2. Term and Termination

2.1 Term. The Term of this Agreement shall be from October 1, 2025 until September 30, 2026, unless terminated earlier under this Agreement.

2.2 Termination for Convenience. Either party may terminate this Agreement for convenience and without cause or further liability upon thirty (30) calendar day's written notice to the other party. In the event of termination for convenience, it is understood and agreed that only the amounts due to Defense Counsel for services provided up to and including the date of termination, will be due and payable. No penalty will be assessed for a party's termination of this Agreement for convenience.

2.3 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.

Termination for breach under this section does not waive either party's claim for direct damages resulting from the breach, and the non-breaching party may, among other remedies, withhold from compensation owed the breaching party an amount necessary to satisfy its claim against the breaching party.

3. Scope of Representation

3.1 Defense Counsel agrees to provide legal representation to participants regarding their pending Program eligible criminal offense including the following:

a) Review of probable cause and intake documents in order to advise client regarding their voluntary participation in the Program;
b) Request and review any/all evidence regarding the pending offense made available to the Defense Counsel throughout the participant's enrollment in the Program;
c) Communicate with, and advise the participant at all stages of the representation regarding the evidence in their case throughout the participant's enrollment in the Program;
d) Communicate with the prosecutor, and advocate for the participant, regarding the evidence in the case and any mitigating evidence determined by defense counsel throughout the participant's enrollment in the Program;
e) Attend and advocate for the participant, at all Case Management, Multi-Disciplinary Team meetings, Criminal Justice Team meetings, or any other scheduled meetings regarding the status of the participant throughout the participant's enrollment in the Program;
f) Attend any training requested or required by the Program;
g) Appear and represent participant at all court hearings throughout the participant's enrollment in the Program;
h) Upon successful completion of the Program and Dismissal of the pending charge, Defense Counsel shall file the necessary documents to seek expunction of the criminal records for the participant's Program offense.

3.2 The Attorney shall work a rotating "on call" schedule as scheduled by the Program Director. The Attorney may arrange for an approved substitute for said weekend.

3.3 Under this Agreement, the legal services provided by Defense Counsel SHALL NOT INCLUDE any legal representation for Misdemeanor criminal charges, any criminal offenses involving a Program participant that occur outside of Williamson County, Texas, or any criminal matters that are not directly related to the Program eligible offense pending against the participant.

3.4 Upon the signing of an Order of Expunction in a Program participant's case, any further obligation of Defense Counsel to provide legal services to the Program participant shall be terminated.

3.5 At any time the participant is unsuccessfully terminated from the Program and his/her pending criminal case is prosecuted through the traditional criminal justice system of Williamson County, Texas, Defense Counsel's legal representation of participant will also terminate.

4. Compensation

4.1 County agrees to pay Defense Counsel a flat rate of $4750 per month, for up to 100 hrs/month of the legal services provided to participants as described in Paragraph 3.

4.2 Defense Counsel agrees to submit an invoice to County once per month on the last day of the invoiced month. Each invoice shall be submitted electronically to the Williamson County Juvenile Services' Director of Operations at jpelczar@wilco.org, or as otherwise designated, in writing, by County.

4.3 County's payment hereunder shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Defense Counsel of such an invoice of the discrepancy. Following County's notification of any discrepancy as to an invoice, Defense Counsel must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

5. Independent Contractor

5.1 It is expressly acknowledged that Defense Counsel is an independent contractor and that nothing in this Agreement is intended or shall be construed to create an employer/employee relationship between County and Defense Counsel. Defense Counsel acknowledges and agrees that he/she will not be entitled to any benefits generally provided by the County to its employees (including, without limitation, health insurance, retirement, severance, vacation, and disability) or any compensation other than what is set forth herein.

It is understood and agreed that Defense Counsel shall pay all taxes, licenses, and fees levied or assessed on Defense Counsel in connection with or incident to the performance of this Agreement by any governmental agency, including, without limitation, unemployment compensation insurance, old age benefits, social security, or any other taxes upon fees or wages of Defense Counsel, Defense Counsel's agents, employees, and representatives. Defense Counsel agrees to reimburse the County on demand for all such taxes or governmental charges, state or federal, which the County may be required or deem it necessary to pay on account of employees of Defense Counsel. Defense Counsel agrees to furnish the County with the information required to enable it

to make the necessary reports and pay such taxes or charges. At its election, the County is authorized to deduct all sums so paid for such taxes and governmental charges from any fee or amounts that may be or become due to Defense Counsel.

5.2 Defense Counsel shall not be deemed or construed to be an agent or representative of County for any purposes whatsoever and Defense Counsel hereby agrees to not hold himself/herself out as a representative or agent of County. In this respect, Defense Counsel acknowledges and agrees that he/she shall have no right or authority to commit or obligate the County in any way to any third party or parties unless specifically authorized to do so by the Williamson County Commissioners Court.

5.3 During the term of this agreement, Defense Counsel may provide other legal representation for individuals or entities so long as said representation does not interfere with the obligations under this Agreement.

6. Representations and Warranties

6.1 Defense Counsel represents and warrants that:

a) Defense Counsel has the authority to sign and be bound by the terms of this Agreement;

b) Defense Counsel is licensed by the State Bar of Texas and in good standing; and

c) All legal representation provided by Defense Counsel shall be performed for participants in accordance with the professional standards applicable under the Rules of Professional Responsibility.

7. Responsibility for Acts and Omissions

7.1 Defense Counsel is responsible for providing the services under this Agreement. TO THE FULLEST EXTENT PERMITTED BY LAW, DEFENSE COUNSEL SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF DEFENSE COUNSEL OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

7.2 Defense Counsel expressly waives rights or claims of subrogation Defense Counsel may have against County.

8. General Terms

8.1 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.

8.2 This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

8.3 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.

8.4 No provision of this Agreement is intended to waive County's sovereign/governmental immunity, including but not limited to immunity from suit or immunity from liability, as provided by Title 5, Texas Civil Practice & Remedies Code, and other applicable law.

8.5 No provision of this Agreement is intended to create any third-party beneficiary.

8.6 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. When required, Defense Counsel shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

8.7 If any provision included in this Agreement is determined to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included.

8.8 Written notice or communication required by or related to this Contract shall be provided to the following party representatives:

County
Attn: County Judge
710 Main Street
Suite 101
Georgetown, Texas 78626

Defense Counsel
Jo Poenitzsch, Attorney at Law
1801 Williams Drive
Georgetown, Texas 78628

With Copy To:

Williamson County Juvenile Services
Attn: Scott Matthew, MBA
Executive Director
200 Wilco Way
Georgetown, Texas 78626

8.9 Defense Counsel 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 Defense Counsel which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Defense Counsel agrees that County shall have access during normal working hours to all necessary Defense Counsel 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 Defense Counsel reasonable advance notice of intended audits.

8.10 Defense Counsel acknowledges that the funding to be paid to Defense Counsel is from a grant. The obligations of the County under this Agreement do not constitute a general obligation or indebtedness of County for which the County 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 if the grant funding source does not appropriate sufficient grant funds to fund the Program in the future. County may effect such termination by giving written notice of termination to Defense Counsel immediately upon notice that any such grant funding is terminated and, in such case, County shall pay Defense Counsel for all amounts incurred and earned up to date of the termination of grant funding.

8.11 This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement on the date set forth above, to be effective as of October 1, 2025.

WILLIAMSON COUNTY

By:_____

Printed Name: _____

Title: Presiding Officer of Williamson County Commissioners Court

DEFENSE COUNSEL

By: Jo Poenitzsch 9/16/25

Printed Name: Jo Poenitzsch

Title: Attorney at Law

Commissioners Court - Regular Session **46.**

Meeting Date: 10/21/2025

Transformative Justice Program Legal Services Agreement with JR Hancock

Submitted By: John Pelczar, Juvenile Services

Department: Juvenile Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an agreement for Legal Services for the Williamson County Transformative Justice Program between Williamson County and JR Hancock; and exemption of such services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code(a)(4).

Background

This is a renewal of Mr. Hancock's legal services agreement for the Williamson County Transformative Justice Program. Mr. Hancock has been serving in this role since the program's inception. There were no changes made to this contract other than updating the dates of service.

This program is grant-funded through the Bureau of Justice Assistance and does not require a cash match.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Legal Services Agreement-JRHancock

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	10/07/2025 07:01 PM
Form Started By: John Pelczar		Started On: 10/06/2025 05:51 PM
Final Approval Date: 10/07/2025		

WILLIAMSON COUNTY
TRANSFORMATIVE JUSTICE PROGRAM
AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services ("Agreement") is by and between Williamson County ("County") and J.R. Hancock ("Defense Counsel").

1. Purpose

1.1 The purpose of this Agreement is to provide the terms, conditions, covenants and compensation relating to Defense Counsel's provision of legal representation to participants who are accepted and receiving services ("Program Services") in the Williamson County Transformative Justice Program ("the Program").

2. Term and Termination

2.1 Term. The Term of this Agreement shall be from October 1, 2025 until September 30, 2026, unless terminated earlier under this Agreement.

2.2 Termination for Convenience. Either party may terminate this Agreement for convenience and without cause or further liability upon thirty (30) calendar day's written notice to the other party. In the event of termination for convenience, it is understood and agreed that only the amounts due to Defense Counsel for services provided up to and including the date of termination, will be due and payable. No penalty will be assessed for a party's termination of this Agreement for convenience.

2.3 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.

Termination for breach under this section does not waive either party's claim for direct damages resulting from the breach, and the non-breaching party may, among other remedies, withhold from compensation owed the breaching party an amount necessary to satisfy its claim against the breaching party.

3. Scope of Representation

3.1 Defense Counsel agrees to provide legal representation to participants regarding their pending Program eligible criminal offense including the following:

a) Review of probable cause and intake documents in order to advise client regarding their voluntary participation in the Program;
b) Request and review any/all evidence regarding the pending offense made available to the Defense Counsel throughout the participant's enrollment in the Program;
c) Communicate with, and advise the participant at all stages of the representation regarding the evidence in their case throughout the participant's enrollment in the Program;
d) Communicate with the prosecutor, and advocate for the participant, regarding the evidence in the case and any mitigating evidence determined by defense counsel throughout the participant's enrollment in the Program;
e) Attend and advocate for the participant, at all Case Management, Multi-Disciplinary Team meetings, Criminal Justice Team meetings, or any other scheduled meetings regarding the status of the participant throughout the participant's enrollment in the Program;
f) Attend any training requested or required by the Program;
g) Appear and represent participant at all court hearings throughout the participant's enrollment in the Program;
h) Upon successful completion of the Program and Dismissal of the pending charge, Defense Counsel shall file the necessary documents to seek expunction of the criminal records for the participant's Program offense.

3.2 The Attorney shall work a rotating "on call" schedule as scheduled by the Program Director. The Attorney may arrange for an approved substitute for said weekend.

3.3 Under this Agreement, the legal services provided by Defense Counsel SHALL NOT INCLUDE any legal representation for Misdemeanor criminal charges, any criminal offenses involving a Program participant that occur outside of Williamson County, Texas, or any criminal matters that are not directly related to the Program eligible offense pending against the participant.

3.4 Upon the signing of an Order of Expunction in a Program participant's case, any further obligation of Defense Counsel to provide legal services to the Program participant shall be terminated.

3.5 At any time the participant is unsuccessfully terminated from the Program and his/her pending criminal case is prosecuted through the traditional criminal justice system of Williamson County, Texas, Defense Counsel's legal representation of participant will also terminate.

4. Compensation

4.1 County agrees to pay Defense Counsel a flat rate of $4750 per month, for up to 100 hrs/month of the legal services provided to participants as described in Paragraph 3.

4.2 Defense Counsel agrees to submit an invoice to County once per month on the last day of the invoiced month. Each invoice shall be submitted electronically to the Williamson County Juvenile Services' Director of Operations at jpelczar@wilco.org, or as otherwise designated, in writing, by County.

4.3 County's payment hereunder shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Defense Counsel of such an invoice of the discrepancy. Following County's notification of any discrepancy as to an invoice, Defense Counsel must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

5. Independent Contractor

5.1 It is expressly acknowledged that Defense Counsel is an independent contractor and that nothing in this Agreement is intended or shall be construed to create an employer/employee relationship between County and Defense Counsel. Defense Counsel acknowledges and agrees that he/she will not be entitled to any benefits generally provided by the County to its employees (including, without limitation, health insurance, retirement, severance, vacation, and disability) or any compensation other than what is set forth herein.

It is understood and agreed that Defense Counsel shall pay all taxes, licenses, and fees levied or assessed on Defense Counsel in connection with or incident to the performance of this Agreement by any governmental agency, including, without limitation, unemployment compensation insurance, old age benefits, social security, or any other taxes upon fees or wages of Defense Counsel, Defense Counsel's agents, employees, and representatives. Defense Counsel agrees to reimburse the County on demand for all such taxes or governmental charges, state or federal, which the County may be required or deem it necessary to pay on account of employees of Defense Counsel. Defense Counsel agrees to furnish the County with the information required to enable it

to make the necessary reports and pay such taxes or charges. At its election, the County is authorized to deduct all sums so paid for such taxes and governmental charges from any fee or amounts that may be or become due to Defense Counsel.

5.2 Defense Counsel shall not be deemed or construed to be an agent or representative of County for any purposes whatsoever and Defense Counsel hereby agrees to not hold himself/herself out as a representative or agent of County. In this respect, Defense Counsel acknowledges and agrees that he/she shall have no right or authority to commit or obligate the County in any way to any third party or parties unless specifically authorized to do so by the Williamson County Commissioners Court.

5.3 During the term of this agreement, Defense Counsel may provide other legal representation for individuals or entities so long as said representation does not interfere with the obligations under this Agreement.

6. Representations and Warranties

6.1 Defense Counsel represents and warrants that:

a) Defense Counsel has the authority to sign and be bound by the terms of this Agreement;

b) Defense Counsel is licensed by the State Bar of Texas and in good standing; and

c) All legal representation provided by Defense Counsel shall be performed for participants in accordance with the professional standards applicable under the Rules of Professional Responsibility.

7. Responsibility for Acts and Omissions

7.1 Defense Counsel is responsible for providing the services under this Agreement. TO THE FULLEST EXTENT PERMITTED BY LAW, DEFENSE COUNSEL SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF DEFENSE COUNSEL OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

7.2 Defense Counsel expressly waives rights or claims of subrogation Defense Counsel may have against County.

8. General Terms

8.1 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.

8.2 This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

8.3 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.

8.4 No provision of this Agreement is intended to waive County's sovereign/governmental immunity, including but not limited to immunity from suit or immunity from liability, as provided by Title 5, Texas Civil Practice & Remedies Code, and other applicable law.

8.5 No provision of this Agreement is intended to create any third-party beneficiary.

8.6 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. When required, Defense Counsel shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

8.7 If any provision included in this Agreement is determined to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included.

8.8 Written notice or communication required by or related to this Contract shall be provided to the following party representatives:

County
Attn: County Judge
710 Main Street
Suite 101
Georgetown, Texas 78626

Defense Counsel
J.R Hancock, Attorney at Law
601 Quail Valley Drive
Georgetown, Texas 78626

With Copy To:

Williamson County Juvenile Services
Attn: Scott Matthew, MBA
Executive Director
200 Wilco Way
Georgetown, Texas 78626

8.9 Defense Counsel 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 Defense Counsel which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Defense Counsel agrees that County shall have access during normal working hours to all necessary Defense Counsel 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 Defense Counsel reasonable advance notice of intended audits.

8.10 Defense Counsel acknowledges that the funding to be paid to Defense Counsel is from a grant. The obligations of the County under this Agreement do not constitute a general obligation or indebtedness of County for which the County 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 if the grant funding source does not appropriate sufficient grant funds to fund the Program in the future. County may effect such termination by giving written notice of termination to Defense Counsel immediately upon notice that any such grant funding is terminated and, in such case, County shall pay Defense Counsel for all amounts incurred and earned up to date of the termination of grant funding.

8.11 This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement on the date set forth above, to be effective as of October 1, 2025.

WILLIAMSON COUNTY	DEFENSE COUNSEL
By:_____	By: J R Hancock
Printed Name: _____	Printed Name: J.R. Hancock
Title: Presiding Officer of Williamson County Commissioners Court	Title: Attorney at Law

Commissioners Court - Regular Session **47.**

Meeting Date: 10/21/2025

Justice Complex Improvements (P476) - Johnston, LLC - Amendment No. 1

Submitted For: Dale Butler **Submitted By:** Christy Matoska, Facilities Managemen

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Amendment No. 1 to the Supplemental Agreement No. 4 to the Agreement for Design & Engineering Services between Williamson County and Johnston, LLC being dated January 28, 2022, relating to the CJC Judges' Security Improvements.

Background

This Amendment No. 1 to The Agreement for Design & Engineering Services is made to amend the production schedule for Johnston, LLC. From October 1st, 2025, to November 30th, 2025.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CJC Judges Security Improvement_Johnston_A1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/14/2025 12:12 PM
Form Started By: Christy Matoska		Started On: 10/14/2025 12:05 PM
Final Approval Date: 10/14/2025		

AMENDMENT NO. 1 TO SUPPLEMENTAL AGREEMENT NO. 4 TO AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **CJC Judges' Security Improvements** ("Project")

ARCHITECT / ENGINEER: **Johnston, LLC.** ("A/E")
David A. Butler, Senior Project Manager
2603 Augusta Drive, Suite 1600
Houston, TX 77057

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Facilities Department**
Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS AMENDMENT NO. 1 to **Supplemental Agreement No.4 to Agreement for Design and Engineering Services** ("Amendment No. 1") is by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, County and A/E previously executed that certain **Agreement for Design and Engineering Services** ("Agreement") being dated effective **January 28, 2022**, wherein A/E agreed to perform certain professional design and engineering services in connection with the Project;

WHEREAS, County and A/E subsequently executed **Supplemental Agreement No. 4 to Agreement for Design and Engineering Services** ("Supplemental Agreement") being dated effective September 12, 2025, wherein A/E agreed to perform additional professional design and engineering services in connection with the Project;

WHEREAS, pursuant to **Article 20**, the terms of the Agreement may be modified by a written, fully-executed Contract Amendment;

WHEREAS, the parties wish to amend the language relating to **Time for Performance of Additional Services** under **Article 3** of the Supplemental Agreement**;** and,

WHEREAS, it has become necessary to supplement, modify and amend the Supplemental Agreement in accordance with the provisions thereof.

NOW, THEREFORE, premises considered, County and A/E agree that the Supplemental Agreement is supplemented, modified and amended as follows:

I. Amendment to Article 3 – Time for Performance of Additional Services

The Supplemental Agreement Termination date set forth in Article 3, Time for Performance of Additional Services of the Supplemental Agreement shall be amended and changed from October 1st, 2025, to the new Supplemental Agreement Termination date of November 30th, 2025.

II. Terms of Agreement Control and Extent of Amendment No. 1

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

III. IN WITNESS WHEREOF, County and A/E have executed this Amendment No. 1, in duplicate, to be effective as of the date of the last party's execution below.

A/E: Johnston, LLC	**COUNTY**: Williamson County, Texas
By: _____ Signature	By: _____
David Butler Printed Name	_____ Printed Name
Senior Project Manager Title	_____ Title
Date Signed: October 14, 2025	Date Signed: _____

Commissioners Court - Regular Session **48.**

Meeting Date: 10/21/2025

Justice Complex Improvements (P476) - Vaughn - GMP1, Change Order #3

Submitted For: Dale Butler **Submitted By:** Christy Matoska, Facilities Management

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive and acknowledge approval of Change Order No. 3 from J.T. Vaughn Construction, LLC. for the Justice Complex Improvements project to extend time for the completion of the project, which was approved by Williamson County Senior Director, Facilities Management, Dale Butler, pursuant to the Commissioner's Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.

Background

The Change Order No. 3 is made to the contractor, J.T. Vaughn Construction, LLC to add 37 days to GMP 2, with a new completion date of November 7th, 2025, with no increase in cost. Williamson County Senior Director, Facilities Management, Dale Butler, was delegated Change Order approval authority on March 6th, 2018, by the Commissioners Court pursuant to Loc. Gov't Code Sec. 262.031. This item is to acknowledge such approval and record the same into the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Justice Complex Improvements-P476-J.T. Vaughn_CO3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/15/2025 09:06 AM
Form Started By: Christy Matoska		Started On: 10/14/2025 12:09 PM
Final Approval Date: 10/15/2025		

CHANGE ORDER
Justice Complex Improvements

CHANGE ORDER NO: **003 GMP2** NTP Date:10/22/2024
DATE OF ISSUANCE: **10/01/2025**
Contractor: Vaughn Construction
Architect/ Engineer: Johnston

EXPLANATION:
1. Additional contract days due to coordination with Williamson County IT.

CONTRACT CHANGE:
1. Additional 37 days to GMP2

Original Contract Amount	$ 3,330,832.00
Net change by previously submitted Change Orders	$ 119,641.00
Contract sum prior to this Change Order was	$ 3,450,473.00
Contract Sum be increased / (decreased) by this Change Order in the amount of	$ 0.00
The new Contract Sum including this Change Order will be	$ 3,450,473.00

Percentage Increase of Change Orders over Original Contract Amount
(Not to Exceed 25% per state law) 2.2909 %

The Contract Time will be changed by 37 days GMP 2 days
The date of Substantial Completion as of the date of this Change Order November 7th 2025

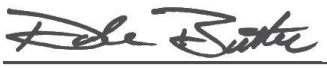
RECOMMENDED BY:

J.T.Vaughn Construction,LLC		10/2/25
Contractor	Signature	Date

REVIEWED BY:

David Butler		Oct 13, 2025
Architect/ Engineer	Signature	Date

ACCEPTED BY:

Dale Butler		Oct 14, 2025
County's Representative	Signature	Date

Commissioners Court - Regular Session **49.**

Meeting Date: 10/21/2025

Justice Center Plant Update

Submitted For: Dale Butler **Submitted By:** Christy Matoska, Facilities Managemen

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Amendment No. 1 to the Professional Services Agreement with Verde Engineering, Inc. for Peer Review and consulting engineering services for the CJC Chiller Plant Upgrade for Facilities Management, not to exceed $5,000.00 and authorize execution of this Agreement.

Background

This Amendment to the Professional Services Contract between Williamson County and Verde Engineering, Inc. is for Peer Review services for the CJC Chiller Plant Upgrade located at 405 MLK, Georgetown, TX 78626 is made to extend the time to January 31st, 2026.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CJC Chiller Plant Update_Verde_A1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/15/2025 09:06 AM
Form Started By: Christy Matoska		Started On: 10/15/2025 07:25 AM
Final Approval Date: 10/15/2025		

AMENDMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT

PROJECT: Williamson County Justice Center Plant Update ("Project")

ARCHITECT/ ENGINEER: Verde Engineering, Inc.
224 Spence Lane
Liberty Hill, TX 78642

COUNTY'S DESIGNATED REPRESENTATIVE: Williamson County Facilities Department
Director of Facilities
3101 SE Inner Loop
Georgetown, TX 78626

THIS AMENDMENT NO. 1 to the PROFESSIONAL SERVICES AGREEMENT ("Amendment No. 1") between the undersigned professional (hereinafter "Service Provider"), and Williamson County, Texas, a political subdivision of the State of Texas (hereinafter "County"), sets forth the terms and conditions pursuant to which Service Provider will provide certain professional services.

RECITALS

WHEREAS, County and Service Provider previously executed that certain Professional Services Agreement for Peer Review Services ("Agreement") being dated effective **June 28th, 2025**, wherein Service Provider agreed to perform certain professional peer review services in connection with this Project;

WHEREAS, pursuant to **Article XII, Su O**, the terms of the Agreement may be modified by a written, fully executed Contract Amendment;

WHEREAS, the parties wish to amend the language relating to Time for Performance under Exhibit A – Statement of Work.

WHEREAS, it has become necessary to supplement, modify and amend the Agreement to accordance with the provisions thereof.

NOW, THEREFORE, premises considered, County and Service Provider agree that the Agreement is supplemented, modified, and amended as follows:

I. **Amendment to Exhibit A – Statement of Work**

Exhibit A – Statement of Work shall be amended and supplanted by the Exhibit A which is incorporated herein by reference.

II. **Terms of Agreement Control and Extent of Amendment No. 1**

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

III. **IN WITNESS WHEREOF, County and Service Provider have executed Amendment No. 1, in duplicate, to be effective as of the date of the last party's execution below.**

SERVICE PROVIDER:

Verde Engineering, Inc.

By: Frank E Foran

Name: Frank E. Foran, PE

Title: Managing Director

Date: Oct 15 ____, 2025

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Capacity: As Presiding Officer of the
Williamson County Commissioners Court

Date: _____ ____, 20____

EXHIBIT "A"
STATEMENT OF WORK

A. Scope of Services:

The following describes the Services that shall be provided and accomplished by Service Provider, Verde Engineering, Inc. pursuant to the terms and conditions of the Agreement and this SOW:

Service Provider will perform peer review services for the Williamson County Justice Center Plant Upgrade project, including providing expert opinion on the quality and feasibility of the plans. Ensure the plans are accurate, complete, and meet the required standards. In addition, the Service Provider may identify potential problems, flaws, or areas of concern that may have been overlooked. The Service Provider will assess the practicality of the plans, suggesting modifications or improvements.

B. Time for Performance:

The Service to be performed under this SOW shall be completed in accordance with the following production schedule:

30% CD Peer Review, twenty (20) days to begin on or about June 17th, 2025, end July 7th, 2025 - COMPLETED
60% CD Peer Review, twenty (20) days to begin on or about July 8th, 2025, end July 28th, 2025 - COMPLETED
90% CD Peer Review, twenty (20) days to begin on or about November 21st, 2025, end January 31st, 2026
Total of two hundred twenty-eight (228) days

C. Compensation:

Not-to-Exceed Fee:

For and in consideration of the Services rendered by Service Provider, County shall pay to Service Provider a not-to-exceed fee of **Five Thousand Dollars ($5000,).** The rates for Time and Materials shall be as follows:

~~30% CD Peer Review~~	~~$1,000.00~~	- **COMPLETED**
~~60% CD Peer Review~~	~~$1,500.00~~	- **COMPLETED**
90% CD Peer Review	$2,500.00	

Commissioners Court - Regular Session **50.**

Meeting Date: 10/21/2025

Approval of Amendment 2 to Services Contract #2024302 for Securitas Technology Corporation for Jail Central Contro Upgrades for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Theresa Gross, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the amendment to the Jail Central Control Upgrades contract #2024302 with Securitas Technology Corporation, originally approved on 09.17.2024, under agenda item #49, and authorize the execution of the amendment, to extend the project through October 31, 2025.

Background

The amendment only provides a time extension at no additional cost. Facilities Management requested an amendment to extend the service agreement from the initial project end date of July 16, 2024, and first amended project date approved by the Commissioners Court, 7.15.2025, under agenda item #45 to September 30, 2025, to the new project end date of October 31, 2025. Funding source: P700. Point of Contact: Christi Stromberg.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment 2

Amendment 1

Contract

TEC 1295

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/13/2025 10:16 AM
Form Started By: Theresa Gross		Started On: 10/07/2025 07:31 AM
Final Approval Date: 10/13/2025		

Docusign Envelope ID: 4257DFBA-1E4D-40E0-B6E4-0C0EECFE8DB8

SECOND AMENDMENT TO
WILLIAMSON COUNTY
SERVICES CONTRACT
SECURITAS TECHNOLOGY CORPORATION
(Williamson County Jail – N Tower Intercom and Security Upgrades)

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 SECOND AMENDMENT TO THE WILLIAMSON COUNTY SERVICES CONTRACT ("Amendment") is entered into as of the last party's execution hereof, by and between Williamson County, Texas ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **SECURITAS Technology Corporation f/k/a STANLEY Convergent Security Solutions** ("Service Provider"), both of which are referred to herein as the parties.

WHEREAS, the County and Service Provider entered into a Service Contract, dated effective September 17, 2024, Agenda Item #49 CC 9/17/2024 (the "Contract"), setting forth the terms and conditions pursuant to which Service Provider agreed to provide certain services;

WHEREAS, the Parties desire to amend the Contract to extend the Effective Date and Term due to lack of personnel; working on an additional project in the Jail and more testing needed on the new system before shutdown the existing system.

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

AMENDMENT

I. Section II. **Effective Date and Term** of the Contract shall be amended as follows:

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 31, 2025. Unless terminated sooner pursuant to paragraph IX, of the original Contract.

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 Contract; and, furthermore, the Contract and this Amendment are the valid, binding, and enforceable obligations of such party.

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

Docusign Envelope ID: 4257DFBA-1E4D-40E0-B6E4-0C0EECFE8DB8

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last patty's execution hereof.

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge or Presiding Officer

Date:_____, 20____

SECURITAS TECHNOLOGY CORPORATION:

Signed by:
Scott F Kemp
67B585BBB0734TD...

Authorized Signature

Scott Kemp

Printed Name

Date: 10/8/2025 ,20___

AMENDMENT TO
WILLIAMSON COUNTY
SERVICES CONTRACT
SECURITAS TECHNOLOGY CORPORATION

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 AMENDMENT TO THE WILLIAMSON COUNTY SERVICES CONTRACT ("Amendment") is entered into as of the last party's execution hereof, by and between Williamson County, Texas ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **SECURITAS Technology Corporation f/k/a STANLEY Convergent Security Solutions** ("Service Provider"), both of which are referred to herein as the parties.

WHEREAS, the County and Service Provider entered into a Service Contract, dated effective September 17, 2024, Agenda Item #49 CC 9/17/2024 (the "Contract"), setting forth the terms and conditions pursuant to which Service Provider agreed to provide certain services;

WHEREAS, the Parties desire to amend the Contract to extend the Effective Date and Term due to lack of personnel; working on an additional project in the Jail and more testing needed on the new system before shutdown the existing system.

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

AMENDMENT

I. Section II. **Effective Date and Term** of the Contract shall be amended as follows:

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 September 30, 2025. Unless terminated sooner pursuant to paragraph IX, of the original Contract.

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 Contract; and, furthermore, the Contract and this Amendment are the valid, binding, and enforceable obligations of such party.

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

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last patty's execution hereof.

WILLIAMSON COUNTY:

Steve Snell (Jul 16, 2025 22:47 CDT)

Authorized Signature

Hon. Steven Snell

County Judge

Date: 07/16/2025 , 20

SECURITAS TECHNOLOGY CORPORATION:

Authorized Signature

Pat Hickok

Printed Name

Date: June 26 ,2025

Agenda Item #45, CC 07.15.2025 Amendment for Securitas Technology Corporation for Jail Central Control Upgrades (Theresa)

Final Audit Report 2025-07-17

Created:	2025-07-14
By:	Cheryl Johnson (cheryl.johnson@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtFoytbe0duatlt9kKySNRm00HqRgCM96

"Agenda Item #45, CC 07.15.2025 Amendment for Securitas Technology Corporation for Jail Central Control Upgrades (Theresa)" History

Document created by Cheryl Johnson (cheryl.johnson@wilco.org)
2025-07-14 - 8:27:32 PM GMT- IP address: 173.219.39.210

Document emailed to delia.colon@wilco.org for delegation
2025-07-14 - 8:28:31 PM GMT

Email viewed by delia.colon@wilco.org
2025-07-14 - 8:32:46 PM GMT- IP address: 66.76.4.65

Document signing delegated to Steve Snell (steve.snell@wilcotx.gov) by delia.colon@wilco.org
2025-07-15 - 7:14:59 PM GMT- IP address: 66.76.4.65

Document emailed to Steve Snell (steve.snell@wilcotx.gov) for signature
2025-07-15 - 7:15:00 PM GMT

Email viewed by Steve Snell (steve.snell@wilcotx.gov)
2025-07-16 - 3:18:09 AM GMT- IP address: 74.192.171.111

Document e-signed by Steve Snell (steve.snell@wilcotx.gov)
Signature Date: 2025-07-17 - 3:47:05 AM GMT - Time Source: server- IP address: 12.75.143.26

Agreement completed.
2025-07-17 - 3:47:05 AM GMT

Powered by Adobe Acrobat Sign

Docusign Envelope ID: BCE6BAEC-D728-45E2-B85E-902486960123

WILLIAMSON COUNTY
SERVICE CONTRACT

SECURITAS TECHNOLOGY CORPORATION

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 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 **SECURITAS Technology Corporation f/k/a STANLEY Convergent Security Solutions** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

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

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

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

II.

Effective Date and Term: This Contract shall be in full force and effect as of the date of

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the last party's execution below ("Effective Date") and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in Exhibit "A" shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be **Ten (10) Months** from the Effective Date, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit "A", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit"A"**. The not-to-exceed amount shall be Three Hundred Eighty-Seven Thousand Nine Hundred Ninety-Nine Dollars and Seventy-Eight Cents ($387,999.78).

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

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

IV.

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

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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.

V.

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

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provided.

VI.

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.

VII.

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.

VIII.

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

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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.

IX.

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.

X.

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.

XI.

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.

XII.

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.

XIII.

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

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

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

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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.

XVI.

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.

XVII.

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.

XVIII.

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.

XIX.

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.

XX.

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.

XXI.

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

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Contract include the following:

A. Service Provider Proposal, and being marked **Exhibit "A"**;
B. The cooperative purchasing contract (Sourcewell Contract #030421-SCS);
C. Master Service Agreement for Facility Security Services ("MSA") dated February 8, 2023; and
D. Insurance certificates evidencing coverages required herein above.

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

XXII.

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:

Bill Gravell Jr.
Bill Gravell (Sep 17, 2024 15:07 CDT)

Authorized Signature

Bill Gravell

County Judge/Presiding Officer

Date: Sep 17, 2024 , 20

SERVICE PROVIDER:

Securitas Technology

Name of Service Provider

DocuSigned by:
Marc Turner
F77028EF44AA4BD...

Authorized Signature

Marc Turner

Printed Name

Date: 9/11/2024 , 20

Docusign Envelope ID: BCE6BAEC-D728-45E2-B85E-902486960123

Exhibit “A”
Proposal

Docusign Envelope ID: BCE6BAEC-D728-45E2-B85E-902486960123

Prepared For:

Williamson County Jail - N Tower Intercom and Security Upgrades

Lt. John Irvine
Williamson County Sheriff
306 W 4th St
Georgetown, TX , 78626
915-204-1434
John.Irvine@wilco.org

Prepared By:

Securitas Technology Corporation
3800 Tabs Drive
Uniontown, OH 44685
David Beeler
Senior Account Executive
(317) 796-6241
david.beeler@securitas.com

Project Site:

Williamson County Jail
306 W 4th St.
Georgetown, TX, 78626
915-204-1434

Securitas Technology Corporation
4710 Perrin Creek, Ste 300, San Antonio, TX 78217

Securitas Sourcewell Contract, #030421-SCS, Maturity Date: 04/22/2025
Williamson County Sourcewell Contract #9076

SCOPE OF WORK
We are pleased to provide this quotation to replace the intercom stations (and wire) in the N Tower and upgrade the door control electronics facility wide as lined itemed below. This will remove all proprietary control room software and replace it with a maintainable, highly featured one. This also includes and we hope it meets with your approval.

Securitas will provide (Narrative):

1. Remove existing intercom stations and wiring in the North Tower.
2. Replace intercom stations with detention grade, 4 wire stations
3. Install new intercom wire
4. Terminate all wiring to the existing Harding Instruments headend. We believe the headend equipment is fully functional and since this is an intercom swap out, it all should work. We have not included any repair if something is found.
5. Replace the existing Omron PLC equipment with non-proprietary Allen-Bradley in both the S. Tower and N. Tower door control cabinets.
6. Replace the existing control room security system PC computers (Qty 4) and install the latest Windows operating system and WonderWare software.
7. Program the WonderWare with Securitas Syntinel software.
8. Provide and install (Qty 4) 24" ELO multitouch monitors
9. Provide new intercom master stations next to the control room stations
10. Provide a Security Management Server PC that will function as the system data logger of "who, did what and when".
11. The existing door control panels consisting of power supplies, relays, terminals, wiring will be re-used. All the Omron PLC equipment will be replaced by new Allen-Bradley although.
12. **Record intercom calls from the officer station to the active intercom station. Approx 60 days of audio storage.**

Securitas Software:

Unlike the current system which has reduced functionality, Securitas Syntinel software (WonderWare) will have many features and abilities your current system doesn't have, especially when it comes to **liability reduction**. The zoom feature allows for two finger zoom and one finger sliding of the floorplan. You'll have the ability to "post-it-note" icons on the control stations for maintenance or device failures. Moreover, management can make "rules" where they can tell the system to look for certain situations and notify themselves immediately via email. For instance, if management wants to be alerted when a certain door is held open or an interlock override is being used, they would set up a rule and the system would notify them right when it happened and who was logged into the control station. The software also can allow control room officers to make journal entries for additional documentation of occurrences. The system **provides many tools for maintenance** for system troubleshooting and upkeep in addition. Our system is very feature rich and during the process of building the system there will be software meetings with the owner to tailor the programming as desired.

Equipment & Services:

Qty (1 Lot)... Material and Labor as listed in this quote
Qty (1 Lot)... Wiring
Qty (1 Lot)... Labor
Qty (1 Lot)... Engineering
Qty (1 Lot)... Programming and configuration
Qty (1 Lot)... Testing
Qty (1 Lot)... Training while on-site

Securitas Technology Corporation
4710 Perrin Creek, Ste 300, San Antonio, TX 78217

Exclusions:

1. Conduit/conduit system, raceway, ladder, square ducting, D-rings, conduit layout
2. Repair or replacement of existing field devices or wiring that will be re-used
3. Any Pre-vailing wage (If required please let us know the rate to include)
4. Bond and bond premium
5. Any high voltage hookup of over 120VAC
6. All building permits, fees, inspections by others
7. After hours, premium labor
8. Millwork or desktop repair
9. Painting, patching & repair work
10. Lifts or ladders. We expect to use the owner's
11. We require a secure location inside the facility for tool, material storage
12. Additional UPS system(s)
13. Network switches will be re-used

Timeline and Schedule:
After receipt of order, we will schedule the work around availability and access to the jobsite.

1 Proposal Schedules:

1.1 Material Schedule:

Material Line Items

Manufacturer	Part Number	Qty	Unit Price	Total Price
ALLEN BRADLEY	1769AENTR	1	$978.73	$978.73
COMM COMPACT IO, ETHERNET/IP ADAPTER				
ALLEN BRADLEY	1769ECR	2	$38.92	$77.84
TERMINATOR RIGHT END CAP COMPACT LOGIX				
ALLEN BRADLEY	1769IQ32	4	$444.49	$1,777.96
ALLEN BRADLEY 32 POINT 24VDC INPUT MODUL				
ALLEN BRADLEY	1769L37ERM	1	$4,191.92	$4,191.92
Plc Controller				
ALLEN BRADLEY	1769OB32	4	$545.98	$2,183.92
AB-32PT. OUPPUT MODULE				
ALLEN BRADLEY	1769PA2	1	$309.98	$309.98
44W Compact Logix Power Supply				
ALLEN BRADLEY	1769PA4	1	$714.03	$714.03
120/240 INPUT				
Dell	OPTIPLEXSFF7020	4	$1,562.91	$6,251.64
PC, Corrections, Syntinel/On-Screen Vid, i5, 16GB, 256GB HD,				

Manufacturer	Part Number	Qty	Unit Price	Total Price
ELO ENTUITIVE	E351806	4	$670.60	$2,682.40
ELO 2402L 23.8IN LCD TOUCHSCREEN MONITOR				

Manufacturer	Part Number	Qty	Unit Price	Total Price
Securitas	A-36N30MP	2	$160.55	$321.10
HOFFMAN 30X36 BACK PLATE				
HOFFMAN	CP3060	2	$459.77	$919.54
Panel, 28.20X58.20, Size/Dims: Fits				

Manufacturer	Part Number	Qty	Unit Price	Total Price
HARDING	ICE322227000	285	$69.98	$19,944.30

Intercom 4Wire 2Gang 1 Vr Switch

HARDING	TMM6411211	4	$1,059.77	$4,239.08
TOUCHSCREEN MODULE				
Travel as required by the projects				$11,941.82
			Freight and Handling:	$909.09

Labor Schedule

Categories	Hours	Hourly Rate	Extended Sell
I.T.	360.00	185.00	$66,600.00
Pre-Fabrication	40.00	105.00	$4,200.00
CAD	280.00	145.00	$40,600.00
Installation	380.00	165.00	$62,700.00
		Labor Schedule Subtotal:	$174,100.00

Subcontracting & Cable Schedule

Categories	Qty	Unit	Price
Install labor			$122,767.86
Install Material			$7,142.86
Off-List Software Licenses			$16,285.71
Install Rental			$5,208.57
Install Other			$5,051.43

Additional Cables and Locks:

2 Purchase Investment Summary:

Pricing Breakdown		
Material Schedule:		$45,640.48
Labor Schedule:		$330,556.43
Freight, Handling and Other:		$12,850.91
	Total:	$387,999.78

*Prices quoted do not include Sales or Use tax. Applicable Sales and Use tax will be added to the quoted prices.

Billing Terms:

0% On Order Entry - 40% Upon Installation - 60% On Installation Completion. Payment Terms: Due Upon Receipt.

This proposal shall be governed by the terms and conditions of the existing agreement between the parties. Any additional or inconsistent terms or conditions contained in a Purchase Order or other document submitted by Buyer shall not be binding on either party.

This proposal is valid for 30 days

Docusign Envelope ID: BCE6BAEC-D728-45E2-B85E-902486960123

Thank you for the opportunity to provide this proposal. Please sign, date and return the proposal in its entirety to

EMail: david.beeler@securitas.com

Please issue any Purchase Order or other contract documents to Securitas Technology Corporation

Client Expected Completion Date:

This Agreement shall not become binding on Securitas Technology Corporation until approved and accepted by Securitas Technology Corporation management as provided below.

Seller:	Buyer:
Securitas Technology Corporation	Williamson County Sheriff
Company	Trade, partnership or corporate name if different from above.
4710 Perrin Creek	306 W 4th St
San Antonio TX78217	Georgetown TX 78626
Address	Address
David Beeler, Senior Account Executive	Lt. John Irvine
Account Representative Name & Title	Name & Title
Securitas Technology Corporation Management	Authorized Signature Date

Securitas Technology Corporation Management Signature Date

Securitas Technology

Agenda Item #49 CC 09.17.2024, Emergency purchase Securitas Service Agreement for Jail (Kerstin)

Final Audit Report 2024-09-17

Created:	2024-09-16
By:	Cheryl Johnson (cheryl.johnson@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA80xHtW7kZ87-8mkB5mSUHNk1srX0p35I

"Agenda Item #49 CC 09.17.2024, Emergency purchase Securit as Service Agreement for Jail (Kerstin)" History

Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)
2024-09-11 - 10:10:39 PM GMT- IP address: 66.76.4.65

Document created by Cheryl Johnson (cheryl.johnson@wilco.org)
2024-09-16 - 7:35:09 PM GMT- IP address: 66.76.4.65

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for signature
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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
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Email viewed by Bill Gravell (bgravell@wilco.org)
2024-09-17 - 8:06:49 PM GMT- IP address: 66.76.4.65

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2024-09-17 - 8:07:03 PM GMT - Time Source: server- IP address: 66.76.4.65

Agreement completed.
2024-09-17 - 8:07:03 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:
2025-1374092

Date Filed:
10/08/2025

Date Acknowledged:
10/08/2025

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

Securitas Technology Corporation
Uniontown, OH United States

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

Williamson County, TX

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

187219
Jail Control Upgrade

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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Uniontown, OH United States

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187219
Jail Control Upgrade

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		Controlling	Intermediary

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

6 UNSWORN DECLARATION

[redacted]

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

[redacted]

(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **51.**

Meeting Date: 10/21/2025

Approval of the amendment to Contract No. 202569 between L&P Global Security, LLC and Williamson County for Facilities Management

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take action to amend Contract #202569 with L&P Global Security, LLC to support 24-hour security services at Lake Creek Annex, originally approved in Commissioners Court on 11-26-2024, Agenda Item #43, to designate the Not-To-Exceed amount to be $300,000 per fiscal year, and authorizing the execution of the amendment.

Background

Approval of the amendment to Contract #202569 between Williamson County and L&P Global Security, LLC to continue providing 24-hour security services at the Lake Creek Annex by designating the Not-to-Exceed (NTE) amount of $300,000 to be per Fiscal Year. This contract was originally approved by the Commissioners' Court on November 26, 2024, Agenda Item #43. The funding source is 01.0100.0509.004500, and the point of contact is Christie Stromberg.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment Global Security LLC

Original Service Agreement

1295 document

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/10/2025 02:18 PM
Form Started By: Cheryl Johnson		Started On: 10/09/2025 03:11 PM
Final Approval Date: 10/10/2025		

AMENDMENT TO
WILLIAMSON COUNTY
SERVICES CONTRACT
L&P Global Security, LLC
(9500 Lake Creek Parkway)

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 AMENDMENT TO THE SERVICES CONTRACT ("Amendment") is entered into as of the last party's execution hereof, by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **L&P Global Security, LLC** ("Service Provider"), both of which are referred to herein as the parties.

WHEREAS, the County and Service Provider entered into a Service Contract, dated effective November 26, 2024 (the "Contract"), setting forth the terms and conditions pursuant to which Service Provider agreed to provide certain services;

WHEREAS, the Parties desire to amend the Contract to extend the Effective Date and Term due to delays in construction beyond the control of the County. The Parties also desire to amend the Contract from a not-to-exceed amount for the life of the contract to a not-to-exceed amount per fiscal year to cover additional, necessary 24-hour on-site security at the Lake Creek Annex located at 9500 Lake Creek Parkway, Austin, TX 78717.

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

AMENDMENT

I. Section II. **Effective Date and Term** of the Contract shall be amended as follows:

Effective Date and Term: This Amendment will revise the date of the contract to extend the term date. The contract will now be in full force and effect when signed by all parties and shall continue until August 29, 2027.

II. Section III. **Consideration and Compensation** of the Contract shall be amended as follows:

Consideration and Compensation: Service Provider will be compensated hourly, based on the Quote dated November 07, 2024 attached as Exhibit "A" to the original Contract, incorporated by reference, and in accordance with cooperative purchasing contract TXMAS-24-99003 also incorporated by reference. The not-to-exceed amount payable by County under this Contract will now be **Three Hundred Thousand Dollars ($300,000.00)** per fiscal year. In no event may the aggregate amount of compensation authorized under any SOWs exceed the said not-to-exceed amount.

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.

III. Section XXII. **Entire Contract & Incorporated Documents: Conflicting Terms:** of the Contract shall be amended as follows:

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

A. The Original Services Contract, and its Exhibits effective November 26, 2024, incorporated by reference;
B. The cooperative purchasing contract TXMAS-24-99003, incorporated by reference;
C. Insurance certificates evidencing coverages required herein above incorporated by reference.

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.

IV. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment and to fulfil its obligations under the Contract; and, furthermore, the Contract and this Amendment are the valid, binding, and enforceable obligations of such party.

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

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last patty's execution hereof.

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____, 20___

L&P Global Security, LLC:

Prashant Kumar
Authorized Signature

Prashant Kumar
Printed Name

Date: 10/10 ,20 25

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

SERVICES CONTRACT
VIA TXMAS-2499003
L&P Global Security, LLC
(9500 Lake Creek Parkway)

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 Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **L&P Global Security, LLC** located at 16910 Dallas Parkway, Suite #208, Dallas, Texas (hereinafter "Service Provider"), with principal offices in Dallas, Texas. The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational goods and services pursuant to the Statewide Procurement Division's Texas Multiple Award Schedule Program for Products and Related Services (hereinafter "TXMAS-24-99003") and the following terms, conditions, and restrictions included herein. In the event of a conflict between this Contract and TXMAS-24-99003 term shall control.

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 or she is not an employee of The County. The services include but are not limited to hourly on-site security for the Lake Creek Annex located at 9500 Lake Creek Parkway, Austin, TX 78717.

Should the County choose to add services in addition to those described in **Exhibit "A"**, such additional services shall be described in a separate written amendment to this

Contract wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services, and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

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

II.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue until September 30, 2026. Parties will have three (3) optional one (1) year renewals.

III.

Consideration and Compensation: Service Provider will be compensated hourly, based on the attached Quote, dated November 07, 2024, which is designated as Exhibit "A" and incorporated herein as if copied in full. **The not-to-exceed amount for the November 07, 2024 Quote is $300,000, unless amended by a change order and approved by the Williamson County Commissioners Court.**

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.

IV.

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.

V.

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.

VI.

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.

Reports of Accidents. Within 24 hours after Service Provider 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 Service Provider), whether or not it results from or involves any action or failure to act by the Service Provider or any employee or agent of the Service Provider and which arises in any manner from the performance of this Agreement, the Service Provider 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 Service Provider shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Service Provider, 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 Service Provider's performance of work under this Agreement.

VII.

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement 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.

VIII.

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

IX.

Termination: This agreement may be terminated at any time at the option of either party, without *future or prospective* liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

X.

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.

XI.

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 provision in this

agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XII.

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 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 parties' financial obligations for the services to be performed under this Agreement 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 work space 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.

XIII.

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

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

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.

XVI.

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.

XVII.

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.

XVIII.

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.

XIX.

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.

XX.

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.

XXI.

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

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, dated November 07, 2024, which is designated as Exhibit "A" and incorporated herein as if copied in full;

B. The cooperative purchasing contract or agreement applicable to this Contract, if any, set out on the signature page hereinbelow; and

C. Insurance certificates evidencing coverages required herein above.

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

XXIII.

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

WITNESS the signatures of all parties in duplicate originals this the _____ day of _____, 2024.

WILLIAMSON COUNTY:

Valerie Covey

Authorized Signature

Printed Name Valerie Covey

Date: Nov 26, 2024, 20____

L&P Global Security, LLC:

Wanda Spears

Authorized Signature

Printed Name Wanda Spears

Date: November 15, 20 24

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Nov 18 2024 Time: 5:22 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Nov 19 2024 Time: 6:46 am

Exhibit "A" Quote, dated November 07, 2024

Proposal

for

SECURITY SERVICES

Wilco

November 7, 2024

Proposed by

L&P Global Security, LLC

[redacted]

[redacted]

[redacted]s, TX, 75248

www.lpglobalsecurity.com , Email: admin@lpglobalsecurity.com

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Transmittal Letter

November 7, 2024

Dear Ms. Stromberg,

I wish to express my appreciation to you for allowing L&P Global Security, L.L.C., the opportunity to participate in designing a security program that will provide security services to the Wilco. Our program is designed to help deter theft, vandalism, fire/safety, and deter criminal acts that may negatively affect the property and its tenants.

The program we are presenting to Wilco is based in part on providing exceptional supervision and quality control, along with the ability to work collaboratively with you and your staff. We are confident we will provide you with timely, high-quality, and cost-effective security services. Our main objectives are to keep your properties safe while maintaining a professional security presence and response for protection, as well as demonstrate sufficient capacity, resources, and experience in providing the security services required.

Our executive staff has decades of experience in the service and security industries. One of our executive board members has over 37 years of experience in law enforcement within Texas and currently works as D.S.O. with the U.S. Marshal Service. As a group, we bring years of excellent experience and knowledge to providing Bexley the security services needed by having worked for large federal contracts such as the F.B.I., the U.S. Department of Mines and Statistics, and the National Wildlife Federation. Currently, L&P Global Security provides services for CBRE, a large national commercial real estate corporation, TXDOT, A.C.E. Hardware, Advancial Credit Union Bank, Dallas County, Travis County, ERS,Texas A&M University School of Law and Many North Texas ISD like Mesquite, Mckinney, Allen, Wylie and Terrell ISD.
We provide exhaustive supervision to all of our accounts, and we do not charge extra for any supervision work as this is our way of managing the quality of our services.

Christi, given the opportunity, we at L&P Global Security are confident in our ability to assist Wilco in providing maximum value for security dollars spent.

In conclusion, we appreciate your interest and look forward to serving your organization as the opportunity permits.

Thanks & Regards
Prashant Kumar
Managing Partner
469-756-1372
L&P Global Security, L.L.C. - "A Name that secures you."

Executive Summary

HISTORICAL PERFORMANCE (37 years' experience)

- **GSA Contract :** 47QSWA22D008W
- **TXMAS Contract :** TXMAS-24-99003

L&P Global Security is licensed with the State of Texas and registered with S.A.M. and issued a Cage number to also perform services for local, state, and federal government agencies. L&P Global Security's executive staff has operated in Texas under company license numbers B06713 (Dallas Security Enforcement Agency), B08304 (Worldwide Security Services Corporation), and a Security Training Academy F00715 (Dallas Security Enforcement Agency Training Academy). These businesses operated in 3 countries and several states.

L&P Global Security's management brings over 37 years of law enforcement and security experience.

Our administrative management team has had responsibility for the overall business operations of all divisions of the corporations mentioned above to include two training academies, two international guard and patrol service companies, international police and security instructions and personal protection services to individuals, U.S. & foreign diplomats and foreign heads of state. Our corporate president is currently a commission reserve police officer (37 years) and instructor in Texas and D.S.O. with the U.S. Marshal Service, U.S. Department of Justice.

L&P Global Security management has provided security services to commercial and government customers, both domestic and foreign such as but not limited to:

- Southland Corporation 7-Eleven Texas Division
- The national F.B.I. security services contract (Government Contract)
- Mexico City Police Department (Training Police Officers)
- The Disney Stores (Retail)
- The U.S. Department of Labor – US Mines and Statistics (Government Contract)
- The Stanley Cup (Sports Foundation)
- Gazprom Joint-Stock Company, Russia (Training Security Management Personnel)
- The Ticket Radio 1310 Dallas Texas (Entertainment)
- I.B.M.
- The National Wild-Life Federation (Government Contract)
- Southwestern Bell Telephone Internet
- European Business Congress

L&P Global Security offers a unique and customized security program providing unparalleled services, such as to assist in developing and participating in an emergency action plan. The use of drones, as well as dedicated marked vehicles and uniforms, with your logo to better identify our personnel that serves your facilities. L&P Global Security is:

Tech Savvy – As your security provider, our company is proficient in the use of modern technology. For example, we offer our clients the choice to have our officers and patrol vehicles equipped with body and dash cameras. By providing video camera technology to officers while protecting your property, we provide you with a real-time preview of any incidents; therefore, security incidents can be addressed as they happen on your property. The level of technology implemented is based on our client's requirements and budget.

Drone Surveillance Systems (Optional Service) - L& P Global Security offers a unique security service rarely found in the private guard security industry. We offer the use of drones with H.D. cameras. In simplest terms, our camera surveillance system is harnessing digital camera technology and computer processing to record events in real-time. All cameras on our system record at the same time, giving you the whole story as it happens. Our systems can be complex, ranging from 160 GB HDD of storage to several terabytes. Drones can have several applications in our industry. The descriptions below are just a few examples of how L&P Global Security can assist our clients with the use of drones.

Highly Trained Officers - We invest heavily in training our security officers. In addition to the state-required training courses, we give additional mandatory training to our security personnel in crisis management, general defensive techniques, emergency response procedures, critical incident response, evacuation procedures, disaster preparedness, C.P.R., occupational safety and health requirement, fire protection, how to handle disruptive people, and non-violent dispute resolution among many other skills.

Threat Awareness and Avoidance Course (Optional Service) - we've created a Threat Awareness and Avoidance Course and made it available for our clients and their staff. This course covers topics such as; how the criminal selects victims, how to use your eyes & ears to protect yourself adequately, control of fear or anger, avoiding threatening situations, how to remain secure in your car & home, your legal rights in self-defense, rape, date rape, and how to survive a confrontation to name a few topics.

Employee Selection, Hiring, and Orientation

We take the security guard selection process very seriously and screen each candidate carefully. During the hiring interview, a hiring manager covers rules and regulations with each potential employee. After hiring, we train employees in addition to mandatory state-level courses required. We include our company policies and procedures and give a printed copy of our rules and regulations to our employees and cover information on safety. We cover rules in detail, and the employee is required to sign a copy as an

indication of understanding and acknowledgment. All of our employees have undergone extensive background and criminal checks by both the Department of Public Safety and the F.B.I. We will have verified a minimum of four references before hiring candidates, among other strict hiring procedures.

Job Coordination and Quality Control - To assure high quality and performance, our operation manager visits you periodically and is the necessary liaison between your office and ours. The operations manager will be thoroughly familiar with all aspects of your property and its security needs. The manager's primary function will be to see that all necessary changes or requirements in the service are implemented without delay. Also, our managers are responsible for holding a monthly service review meeting with you or your designee, for reviewing operations, accomplishments, and concerns. When necessary, the operation manager will set new objectives for the assigned security staff.

L&P Global Security's Commitment to You - The importance of efficient and professional security services cannot be overstated. We offer a highly cost-competitive program with expert managers who are thoroughly trained in the techniques required to protect facilities such as yours. Our managers will work with you to provide the highest standards of security. Other components of our program offered are trained supervisors and staff personnel, the application of proven security techniques, better staffing patterns, and more efficient job routines through set work schedules.

Broad Spectrum - L&P Global Security will serve commercial office buildings, hospitals, schools, industrial facilities, retail complexes, construction sites, hotels, residential homes, apartments, special events, as well as local, state, and federal government facilities.

We at L&P Global Security believe that our security program will provide your business with Maximum Value for security dollars spent. We offer security-consulting services at no additional cost to our clients for custom plans to fit your business' unique requirements.

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Emergency Action Plan

Part of L&P Global Security's consulting services is to assist and participate in our client's emergency action plan (E.A.P.). An E.A.P. is a written document required by OSHA standards. [29 CFR 1910.38(a)]. The purpose of an E.A.P. is to facilitate and organize the employer, employees, and visitor's actions during emergencies. Well-developed emergency plans and proper training (such that employees understand their roles and responsibilities within the plan) will result in fewer and less severe injuries and less damage during emergencies. A poorly prepared plan likely will lead to a disorganized evacuation or emergency response, resulting in confusion and injury.

Several questions need to be asked when developing or reviving an E.A.P.:

1. Have you conducted a risk assessment?
2. Do you have a threat management team?
3. Does your plan already include a plan for fire evacuation, severe weather, or bomb threats? Active shooter preparedness?
4. Have you developed a notification system in case of emergencies?
5. Have you identified evacuation routes and shelter locations within the building(s)?
6. Is there a plan for notification and evacuation of employees, visitors, people with disabilities seeing/hearing impaired, Non-English speakers?
7. Is there a plan to account for personnel and guests?
8. Do you have trained employees to recognize and report concerns?
9. Have you prepared a go-bag (facility maps, master keys, etc.) for use by arriving on an emergency responder?
10. Have you got an access control roster?
11. Is there a lockdown procedure and a shelter in place procedure?
12. Is there a recovery plan from an active shooter scenario that will include the whole community? It may consist of hospitals, grief counselors, lawyers, employee assistance, and other assistance as required.
13. Do you have a business continuity plan that allows for continuity of operations?
14. Does the plan include actions taken if a neighboring organization experiences an emergency and/or active shooter event?
15. Does the plan consider major suppliers and critical components in the supply chain for needed goods or services?
16. Does the plan address training, practice drills, and update classes?

L&P Global Security will assist your personnel in developing or revising your E.A.P. to include any security risk or threat to your organization and member communities. This service is provided by us at no additional cost as part of our security services to clients.

Pricing

Security Officer(s) Services

L&P Global Security has a strong commitment to excellence in service quality and safety. To facilitate and promote high standards, L&P Global Security L.L.C. follows a well-defined set of requirements, including employee screening, safety, training, work specifications, business specifications, adherence to promulgated rules/regulations for safety and security operations.

Our security officers assigned to your communities will be licensed and/or commissioned by the Texas Department of Public Safety. All potential new hires will have an in-depth pre-employment background investigation conducted to determine each candidate's character and degree of personal integrity. All applicants will submit to fingerprinting and be cleared by a thorough criminal conviction records search done by the State of Texas and the F.B.I. for the past several years. All officers selected to work in your property will be physically fit and presentable.

Security officers assigned to your property will be trained in topics such as powers of arrest, search & seizure, legal testimony, clear and concise report writing, the use of force, emergency first aid, and C.P.R. They will also have to pass a formal written examination before receiving their commission from the State of Texas on subjects such as the Texas Code of Criminal Procedures, the Texas Penal Code, and the Private Security Agencies Act.

In consideration of the employment and compensation described herein, L&P Global Security L.L.C. shall perform services by providing security officer(s) at Wilco for the following costs based on security officers' hourly wages. In accordance with the terms and provisions of a signed security agreement between Bexley and L&P Global Security L.L.C. Note: There are no warranties or representations implied in this proposal. All terms and conditions will be stated in writing in the security agreement mentioned above.

Service (Onsite Security Officer)	Price ($ per hour)
UnArmed Security Officer	$31.45
Golf Cart	$500/Month

PRICE QUOTED GOOD FOR THIRTY DAYS

Security Consulting Services at Your property(s) **$ No Charge**
(When Wilco becomes a client of L&P Global Security)

*Prices are all-inclusive of labor and general equipment needed by security officers.
*Security consulting service fee is **$125/hour,** which we offer free once Wilco becomes our client.

In accordance with the Rules and Regulations of the Department of Public Safety, a licensee shall inform each client that they are entitled to receive a written contract that contains the fee arrangement with necessary information covering services to be rendered. This contract, with its terms, provision, and fee agreement, is the same agreement mentioned above in section 1 of the pricing summary.

The compensation above does not include sales tax. The client agrees to pay all appropriate taxes on services provided, if not tax-exempt.

[redacted]

Summary

The importance of effective and professional security services cannot be overstated. L&P Global Security offers highly effective services with a competitive cost program. Our expert managers are thoroughly trained in the techniques required to protect facilities such as yours. We are confident we do this as well or better than most other companies. Our managers work closely with you and your staff to provide the highest standards of security guard services.

Other components of our program offered are trained supervisors and staff personnel, the application of proven security techniques, better staffing patterns, and more efficient job routines through set work schedules. Our program features regular, on-site inspections of our officers, and we invite random checks by your management as well.

L&P Global Security's headquarters located in Texas; therefore, our program offers a high degree of local support. We can provide services such as, but not limited to, labor relations, personnel recruiting/screening, quality control, purchasing, and payroll. Our project managers find these local support services to be invaluable. Being local also allows us to give more assistance to our clients above that of our competitors, whose branch operations must rely on corporate offices located outside of Texas. We know Texas and local ordinances best.

Agenda Item #43, CC 11.26.2024 Approval of Services Contract 202569 L&P Global Security Lake Creek Annex- FM (Johnny)

Final Audit Report 2024-11-26

Created:	2024-11-25
By:	Cheryl Johnson (cheryl.johnson@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4L0xl1uEblUzt6cYqOCKq4ylki6dyeVr

"Agenda Item #43, CC 11.26.2024 Approval of Services Contrac t 202569 L&P Global Security Lake Creek Annex- FM (Johnny)" History

Document created by Cheryl Johnson (cheryl.johnson@wilco.org)
2024-11-25 - 6:08:11 PM GMT- IP address: 173.219.39.210

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for delegation
2024-11-25 - 6:09:52 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
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Document signing delegated to Valerie Covey (vcovey@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-11-26 - 4:50:58 PM GMT- IP address: 66.76.4.65

Document emailed to Valerie Covey (vcovey@wilco.org) for signature
2024-11-26 - 4:50:58 PM GMT

Email viewed by Valerie Covey (vcovey@wilco.org)
2024-11-26 - 5:33:06 PM GMT- IP address: 172.56.40.23

Document e-signed by Valerie Covey (vcovey@wilco.org)
Signature Date: 2024-11-26 - 5:33:25 PM GMT - Time Source: server- IP address: 172.56.40.23

Agreement completed.
2024-11-26 - 5:33:25 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:
2025-1374687

Date Filed:
10/08/2025

Date Acknowledged:
10/09/2025

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

L&P Global Security, LLC
Dallas, TX United States

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

Williamson County

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

Contract #202569
Amendment to Contract - Security Guard Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Williamson County	Georgetown, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

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:
2025-1374687

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10/08/2025

Date Acknowledged:

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L&P Global Security, LLC
Dallas, TX United States

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Williamson County

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Contract #202569
Amendment to Contract - Security Guard Services

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		Controlling	Intermediary
Williamson County	Georgetown, TX United States	X	

[redacted] ☐

6 [redacted]

[redacted]_.

[redacted] TX, 75248, USA.
(city) (state) (zip code) (country)

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

Executed in Dallas County, State of TX, on the 8TH day of Oct (month), 20 25 (year).

Prashant Kumar

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **52.**

Meeting Date: 10/21/2025

Medic 41 Restroom Addition- The Lawrence Group - PSA Amendment No 1

Submitted For: Dale Butler **Submitted By:** Gretchen Glenn, Facilities Managemen

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Amendment No. 1 to the Professional Services Agreement for Design & Engineering Services between Williamson County and The Lawrence Group Architects of Austin, Inc relating to the Medic 41 Restroom Addition.

Background

Amendment No. 1 to the Professional Services Agreement for Design & Engineering Services between Williamson County and The Lawrence Group Architects of Austin, Inc has been made to amend the language relating to "Exhibit C - Production Schedule." Time increased to December 15, 2025, with no increase in price.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Medic 41 Restroom Add - PSA-A

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/14/2025 04:33 PM
Form Started By: Gretchen Glenn		Started On: 10/14/2025 12:16 PM
Final Approval Date: 10/14/2025		

AMENDMENT NO. 1
TO
AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **Medic 41 Restroom Addition** ("Project")

ARCHITECT/ ENGINEER: **The Lawrence Group Architects of Austin, Inc** ("A/E ")
Luma Jaffar, Managing Principal
Barton Oaks Plaza Four
901 MoPac Expy South, Suite 180
Austin, Texas 78746

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Facilities Department**
Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS AMENDMENT NO. 1 to **Agreement for Design and Engineering Services** ("Amendment No. 1") is by and between **Williamson County, Texas,** a body corporate and politic under the laws of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, County and A/E previously executed that certain **Agreement for Design and Engineering Services** ("Agreement") being dated effective **September 24, 2025**, wherein A/E agreed to perform certain professional design and engineering services in connection with the Project;

WHEREAS, pursuant to **Article 20**, the terms of the Agreement may be modified by a written, fully-executed Contract Amendment;

WHEREAS, the parties wish to amend the language relating to **production schedule** under **Exhibit C** of the Agreement**;** and,

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

NOW, THEREFORE, premises considered, County and A/E agree that the Agreement is supplemented, modified and amended as follows:

I. Amendment to Exhibit C – Production Schedule

Exhibit C – Production Schedule shall be amended and supplanted by the attached Exhibit C which is incorporated herein by reference.

II. Terms of Agreement Control and Extent of Amendment No. 1

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

III. IN WITNESS WHEREOF, County and A/E have executed this Amendment No. 1, in duplicate, to be effective as of the date of the last party's execution below.

A/E:	**COUNTY**:
The Lawrence Group Architects of Austin, Inc.	Williamson County, Texas
By: _____ Signature	By: _____
Luma Jaffar Printed Name	_____ Printed Name
Managing Principal Title	_____ Title
Date Signed: 10/14/2025	Date Signed: _____

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Eighty-Two (82) calendar days** from the date of the Agreement

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and target dates.
Standard end-of-phase review periods for County shall be (21) calendar days.

Supplemental Agreement Execution Date	**09/24/25**
Phase I - SCHEMATIC DESIGN	
30% Plans, Specifications and Estimate deliverables	10/22/25
Phase III - CONSTRUCTION DOCUMENTS	
Complete Plans, Specifications and Estimate deliverables	11/12/25
All services shall be complete on, or before:	**12/15/25**

Commissioners Court - Regular Session **53.**

Meeting Date: 10/21/2025

Wilco HQ (P577) - Marmon Mok, LP - Supplemental Agreement No 3

Submitted For: Dale Butler **Submitted By:** Gretchen Glenn, Facilities Managemen

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the Supplemental Agreement No. 3 for Design and Engineering Services between Williamson County and Marmon Mok, LP relating to the Williamson County Headquarters (P577).

Background

This Supplemental Agreement No. 3 for Design and Engineering Services between Williamson County and Marmon Mok, LP is for additional compensation regarding owner-requested services outside the original scope of work to modify and redesign Southwestern Blvd sidewalk as part of the Williamson County Headquarters project. The agreement is to increase the total sum by $24,000.00. Funding Source (P577).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Wilco HQ RKCI SA3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	10/09/2025 09:57 AM
Facilities Management (Originator)	Gretchen Glenn	10/13/2025 11:35 AM
County Judge Exec Asst.	Delia Colon	10/13/2025 11:42 AM
Form Started By: Gretchen Glenn		Started On: 10/08/2025 02:44 PM
Final Approval Date: 10/13/2025		

SUPPLEMENTAL AGREEMENT NO. 3
TO
AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **New Williamson County Headquarters Facility** ("Project")

ARCHITECT / ENGINEER: **Marmon Mok, LP acting by and through its general partner Marmon Mok Management Group, LLC** ("A/E")
Briant A. Harkiewicz, AIA, LEED AP, Partner
1020 NE Loop 410, Suite 201
San Antonio, Texas 78209

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Facilities Department**
Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS SUPPLEMENTAL AGREEMENT NO. 3 to **Agreement for Design and Engineering Services**, effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), is made pursuant to the terms and conditions of said Agreement by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, County and A/E previously executed **Agreement for Design and Engineering Services** being dated effective **June 28, 2022** ("Agreement").

WHEREAS, pursuant to **Article 20** of the Agreement, the terms of the Agreement may be modified by a fully executed, written modification;

WHEREAS, County now wishes to **modify and redesign Southwestern Blvd sidewalk located at the New Williamson County Headquarters facility**; all of which would constitute Additional Services due to being outside the original scope of Basic Services; and,

WHEREAS, in accordance with **Article 7** of the Agreement, this Supplemental Agreement provides a description of the scope, compensation for, and schedule of Additional Services;

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

SUPPLEMENTAL AGREEMENT

NOW, THEREFORE, premises considered, County and A/E agree that the Agreement is modified and amended as follows:

ARTICLE 1
SCOPE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the following Additional Services:

Relocate and redesign the Southwestern Blvd 10’ wide sidewalk in coordination with Chasco, KPA, and the City of Georgetown.

Relocating approx. 1,500 LF of sidewalk along Southwestern Blvd. The current sidewalk design places the sidewalk adjacent to the future back of curb currently under construction. The modified sidewalk will be placed at the bottom of the grading embankment of the Southwestern Blvd Extension.

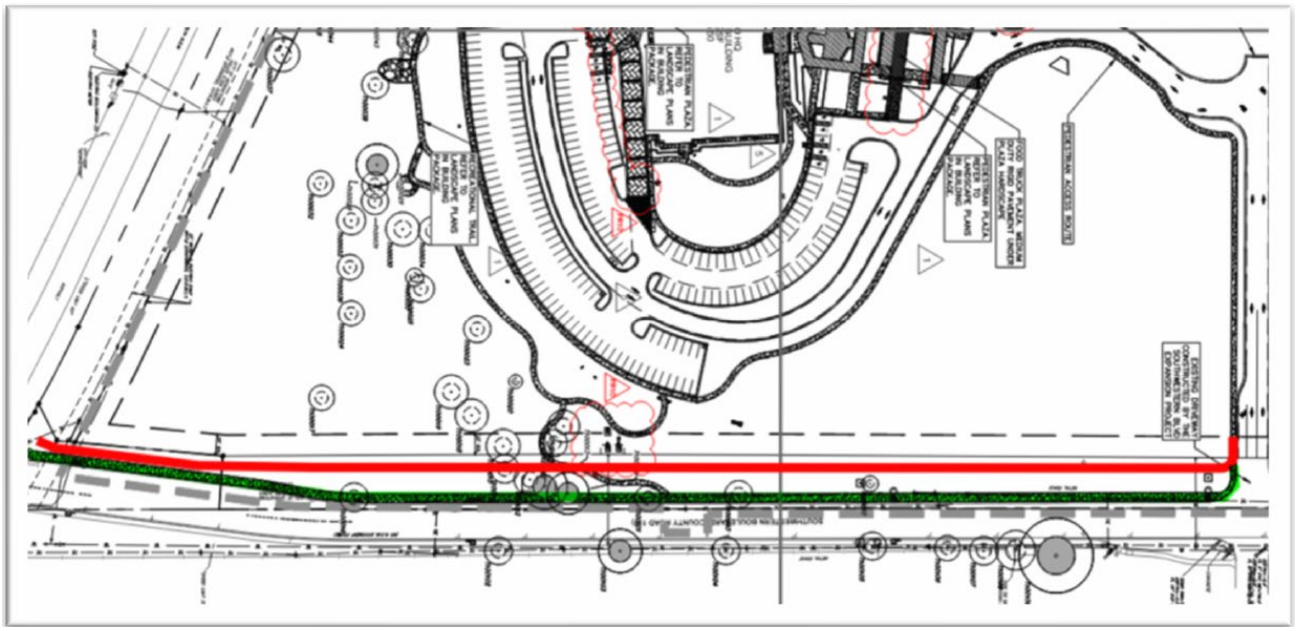

Image 1. Depiction of Sidewalk Modification. Current sidewalk location is shown in green, and proposed modification is shown in red.

A. Construction Documents Modification

A/E shall provide the following services related to this scope:

1. Coordinate with County, Design Team, and Contractor for ultimate location and design of modified sidewalk.

2. Coordinate with City of Georgetown Planning and Engineering staff to ensure proposed sidewalk modification is acceptable to City staff and complies with applicable code.

3. Coordinate with Southwestern Blvd Expansion project engineer to obtain final design files and ensure modified sidewalk design does not conflict with construction from Southwestern Blvd project.

4. Update Erosion & Sedimentation Control, Site Plan, Proposed Drainage Area Map, Grading Plan, Water Quality Drainage Area Map, and Water Quality Pond & Vegetative Filter Strip Sheets.

5. Issue modified sidewalk design as a modification to the contract drawings.

6. TCEQ Permitting

ARTICLE 2
COMPENSATION FOR ADDITIONAL SERVICES

In accordance with the terms and conditions of the Agreement, County hereby agrees to pay A/E **Twenty-Four Thousand and No/100 Dollars ($ 24,000.00)**

ARTICLE 3
TIME FOR PERFORMANCE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services by or before November 2, 2026

ARTICLE 4
TERMS OF AGREEMENT & EXTENT OF SUPPLEMENTAL AGREEMENT

All Additional Services described herein will be performed in accordance with the terms and conditions of the Agreement. All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, County has caused this Supplemental Agreement to be signed in its name by its duly authorized County Judge, or presiding officer of the Williamson County Commissioners Court in the absence of the County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:
Marmon Mok, LP
Acting by and through its general partner
Marmon Mok Management Group, LLC

By: _____
Signature

Briant Harkiewicz
Printed Name

Partner
Title

Date Signed: 10.13.25

COUNTY:

Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

Commissioners Court - Regular Session **54.**

Meeting Date: 10/21/2025

Approval of the Extension for Agreement #2024272 for Manville Bulk Water Order for CR 460 for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Theresa Gross, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving an additional three (3) month extension of agreement #2024272, at no additional cost to Williamson County, with the Manville Water Supply Corporation for the bulk water hydrant meter for CR 460, and authorizing the execution of the extension.

Background

The construction meter use initial agreement covered use for a period up to twelve (12) months and an additional three (3) month extension is required at no additional cost to Williamson County. Contract Audit and General Counsel reviewed the extension agreement. Funding Source 01.0200.0210.004430. Point of Contact Jenifer Favreau.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Extension REDACTED

Original Contract REDACTED

TEC 1295 REDACTED

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/14/2025 12:03 PM
Form Started By: Theresa Gross		Started On: 10/13/2025 07:55 AM
Final Approval Date: 10/14/2025		

MANVILLE WATER SUPPLY CORPORATION

PO Box 248 Coupland, TX 78615 Phone: 512-856-2488
Email: bulk-meter@manvillewsc.org

BULK WATER - HYDRANT METER EXTENSION AGREEMENT

Applicant /Company Name: Williamson County Road & Bridge Division

Authorized Representative Name: [redacted]

Manville Bulk Service Account #: 00909247

This extension agreement is requested on todays date: 10/2/2025

This extension shall be on the same terms and conditions as contained in the original Agreement.

EXTENSION OF TERM: The parties listed hereby agree to extend the term of the original agreement for up to **three (3) months** from the expiration date of the original agreement which is October 31, 2025.

The new expiration date is **January, 31, 2026.**

You agree to contact Manville when the bulk meter is no longer needed if prior to the end of the three (3) months and understand that regardless, the meter will be pulled and service terminated at the end of the extension period. At the time of service termination, the bulk meter deposit will be refunded less any charges due on the final bill or any damages.

Authorized Signature **Printed Name** **Date**

To be completed by Manville Representatives		
Received By:	Date:	Payment Info:
Bulk # _____ Meter # _____	RPZ# _____	W/O # _____
Meter Set Date: _____	Beginning reading: _____	
Meter Pull Date: _____	Final/end reading: _____	
Account : _____	Date CLOSED _____	Scan & attach to Impress account _____

MANVILLE WATER SUPPLY CORPORATION

PO Box 248 Coupland, TX 78615 Phone: 512-856-2488
Email: bulk-meter@manvillewsc.org

BULK WATER - HYDRANT METER AGREEMENT

FEES: $100 membership / $2000 security deposit

Company Name: Williamson County Road & Bridge Division Date: July 25, 2024

Billing Address: 3151 SE Inner Loop, Georgetown TX, 78626

Office Contact: [redacted]

On-Site Contact:

Project Name: CR-460

Project Address: CR-460 City: Coupland

Meter Location: Coupland Fire Department Appx. Start & End Date: ASAP & TBD

BULK WATER - HYDRANT METER POLICY

Upon approval of the Bulk Water - Hydrant Meter Request , a membership fee of **$100.00** and a security deposit in the amount of **$2000.00** will be required along with this Bulk Water - Hydrant Meter Agreement.

Work must be located within the boundaries of Manville WSC's CCN service area.

TERMS: The construction meter is for temporary use for a period up to **twelve (12) months**. If a longer period is needed, a new application for a **three (3) month extension** must be submitted and approved.

DAMAGE: The construction meter must be operated in a responsible manner at all times so as not to cause damage to the meter, backflow device, fire hydrant and/or the water system. Any damage caused from improper operation of the meter (ie: damage from water pressure spikes caused by rotating the valve faster than permitted, failure to disconnect the hose when leaving the meter location, failure to close valve properly, etc.) will be charged to the applicant and will result in immediate termination of this agreement.

BACKFLOW DEVICE: All construction meters are equipped with a backflow device and flow restrictor provided by Manville WSC. Applicant is responsible for **ANY** damage or loss of the FH meter and/or backflow device. If the meter and or backflow device is lost, stolen or damaged the security deposit will be forfeited and the applicant will be responsible for any shortfall between the amount due and the deposit.

CLOSING ACCOUNT: The membership and security deposit are only refundable after the account is closed and the meter is returned and accepted by Manville WSC in good working condition. You will need to call our office at 512-856-2488 to request disconnection. The bulk meter deposit will be refunded less any charges on the final bill.

TOOLS: A Hydrant Wrench is needed to operate a bulk water meter and it must be turned off at the close of each business day. Proper use of this wrench is required. Any damage to the bulk water meter or hydrant due to improper use of the wrench may result in additional charges to the customer.

RELOCATION: *DO NOT* remove the meter from fire hydrant. If the meter needs to be relocated during this term a new request form will need to be filled out and approved by the Corporation. The ***$75.00 reconnection/reset fee*** must be paid and then Manville staff will relocate the meter.

MONTHLY BILLING: Base Rate $75 (non pro-rated) + Water Usage Charge of $10 per 1,000 gallons

WARNING ! *Fire hydrant, fire hydrant meter, and RPZ are extremely susceptible to freeze damage during the winter months, applicant is responsible for wrapping these devices.*

IMPORTANT NOTICE: In the event Manville WSC is forced to implement Stage 2 Mandatory Water Restrictions per its drought contigency plan, no NEW applications or extensions will be accepted and the Corporation may suspend service on any bulk water supply agreements that are in effect at the time. Under Stage 3 Mandatory Water Restriction all bulk water supply agreements will be terminated immediately, meters removed and accounts closed out.

CUSTOMER PROVIDED METERS: Customers may provide their own meter however Manville's GM must approve the application. Manville requires the bulk meter to be chained and locked to the fire hydrant/flush valve and it must not be removed until Manville has taken final reading from the meter. Customers violating this requirement for any reason will forfeit their security deposit.

I understand that this application is for temporary water (through a construction meter) for the sole purpose of construction work within Manville's CCN service area at the address/location stated above. I further understand that Manville WSC has the right to remove the construction meter without prior notice if the meter is being used in an improper manner as determined by the Corporation. I understand that the water supplied through the meter may be subject to frequent or indefinite interruptions at any time by the Corporation. I also understand that I am responsible for this meter and its usage until I give proper written notification to the WSC office that the meter is to be removed and the Corporation has the meter back in its possession.

☑ I acknowledge that I have read and understand the above Bulk Water - Construction Hydrant Meter policy requirements, and agree to comply with procedures and processes of Manville WSC.

Bill Gravell (Sep 11, 2024 07:27 CDT)	Bill Gravell	Sep 11, 2024
Authorized Signature	**Printed Name**	**Date**

NOTE - After submitting form and payment allow up to 3 business days for the meter to be set.

To be completed by Manville Representatives		
Received By:	Date:	Payment Info:
Meter # _____	Account # _____	Work Order # _____
Beginning Reading _____	Meter Set Date _____	
Ending Reading _____	Meter Pulled Date _____	
Acct Closed Date _____ By:	Refund Ck # _____ By:	

MWSC is an equal opportunity provider and employer.

Agenda Item #55, CC 09.10.24 Approval of Manville Water Corp Bulk Meter Agreement, R&B (Johnny)

Final Audit Report 2024-09-11

Created:	2024-09-09
By:	Cheryl Johnson (cheryl.johnson@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-y8JHRVjzRntK-2C8XVxYGt-aOhynstc

"Agenda Item #55, CC 09.10.24 Approval of Manville Water Cor p Bulk Meter Agreement, R&B (Johnny)" History

Document created by Cheryl Johnson (cheryl.johnson@wilco.org)
2024-09-09 - 5:06:33 PM GMT- IP address: 173.219.39.210

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for delegation
2024-09-09 - 5:07:16 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-09-10 - 6:08:42 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 - 6:09:06 PM GMT- IP address: 66.76.4.65

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2024-09-10 - 6:09:06 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2024-09-11 - 12:26:52 PM GMT- IP address: 74.192.154.197

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2024-09-11 - 12:27:09 PM GMT - Time Source: server- IP address: 74.192.154.197

Agreement completed.
2024-09-11 - 12:27:09 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:
2025-1376036

Date Filed:
10/13/2025

Date Acknowledged:
10/14/2025

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

Manville Water Supply Corp.
Coupland, TX United States

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

WILCO Road & Bridge Division

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.

2024272
Bulk water meter for construction purposes

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.

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WILCO Road & Bridge Division

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2024272
Bulk water meter for construction purposes

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

5 Check only if there is NO Interested Party. ☐

6 [redacted]

(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Meeting Date: 10/21/2025

25IFB9 CR 255 Realignment - Change Order #3 (COG Water Line)

Submitted By: Julissa Romero, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of $165,171.32 for Project 25IFB9 CR 255 Realignment (Jordan Foster Construction, LLC).

Background

This Change Order adds items to the Contract to address an existing water line that is in conflict with the proposed ditch. Per the RFI 10 response, the 12-inch line must be relocated outside the ditch, as well as a 2-inch lateral connection at Bon Winde Road. In accordance with the applicable terms of the Interlocal Agreement (ILA), the City of Georgetown shall be responsible for 24.41% of the associated cost. This Change Order results in a net increase of $165,171.32 to the Contract amount, for an adjusted Contract total of $21,039,881.66. The original Contract amount was $20,847,300.93. As a result of this and all Change Orders to-date, $192,580.73 has been added to the Contract, resulting in a 0.92% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order. P: 546 Funding Source: Road and Bridge in Commissioner Precinct 3.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

25IFB9-CR255-CO#3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/14/2025 04:44 PM
Form Started By: Julissa Romero		Started On: 10/14/2025 08:28 AM
Final Approval Date: 10/14/2025		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3

Contract Award Date:	1/7/2025
Project Number:	*25IFB9*
Funding Source:	*P546*
Roadway:	*CR 255*
CSJ Number:	N/A

Contractor: **Jordan Foster Construction, LLC** **NTP Required:** ☑ Yes ☐ No

Project Name: **CR 255**

Change Order Work Limits: Sta. **12+83.29** to Sta. **165+37.88**

Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

Reasons: **2G** (3 Max. - In order of importance - Primary first)

Describe the work being revised:

2. Differing Site Conditions (unforeseeable). 2G. Unadjusted utility (unforeseeable): This Change Order adds items to the Contract to address an existing water line that is in conflict with the proposed ditch. Per the RFI 10 response, the 12-inch line must be relocated outside of the ditch as well as a 2-inch lateral connection at Bon Winde. The City of Georgetown will participate in the compensation in accordance with the terms of the ILA.

Work to be performed in accordance with Items: **See attached**

New or revised plan sheet(s) are attached and numbered: **C-003, C-004, C-100:C-115, C-205, C-206, C-209, C-231:C-235, C-250, C-251, C-260**

New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

New Special Provisions to Item N/A No. N/A. Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

Jordan Foster Construction, LLC
THE CONTRACTOR Date 9/24/2025

By _____

Typed/Printed Name John Goodrich, PE

Typed/Printed Title Executive Vice President

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **$165,171.32**

Original Contract Amount: **$20,847,300.93**

Total Change Orders To-Date: **$192,580.73**

Percent Change in Original Contract: **0.92%**

RECOMMENDED FOR EXECUTION:

_____ 10/3/2025
Senior Construction Engineer Date

Christen Eschberger 10/14/2025
Program Manager Date

Hunter Anderson 10/3/2025
City of Georgetown Date

Matt Williamson 10/10/25
Matt Williamson Date
Director of Road and Bridge

RECOMMENDED FOR EXECUTION:

_____ 10/14/2025
Department of Infrastructure Date
Williamson County

APPROVED:

_____
Presiding Officer of the Date
Williamson County Commissioners Court

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *3* ***Project #*** *25IFB9*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
160 WC02 - COG	FURNISHING AND PLACING TOPSOIL (4")	SY	$1.75	33,280.00	$58,240.00	2,259.00	35,539.00	$62,193.25	$3,953.25
161 WC01 - COG	EROSION CONTROL COMPOST (3")	SY	$3.35	8,320.00	$27,872.00	569.00	8,889.00	$29,778.15	$1,906.15
162 WC03 - COG	MULCH TOPDRESSING (5")	SY	$3.90	8,320.00	$32,448.00	569.00	8,889.00	$34,667.10	$2,219.10
164 WC04 - COG	SEEDING FOR EROSION CONTROL (TEMP)(COOL)(TY 4)	SY	$0.25	16,640.00	$4,160.00	1,130.00	17,770.00	$4,442.50	$282.50
164 WC05 - COG	SEEDING FOR EROSION CONTROL (PERM)(WARM)(TY 5)	SY	$0.46	33,280.00	$15,308.80	2,259.00	35,539.00	$16,347.94	$1,039.14
166 6002 - COG	FERTILIZER	TON	$2,700.00	2.08	$5,616.00	0.14	2.22	$5,994.00	$378.00
168 WC01 - COG	VEGETATIVE WATERING	MG	$0.01	998.40	$9.98	67.80	1,066.20	$10.66	$0.68
0506 6038 - COG	TEMP SEDMT CONT FENCE (INSTALL)	LF	$3.75	3,825.00	$14,343.75	518.00	4,343.00	$16,286.25	$1,942.50
0506 6039 - COG	TEMP SEDMT CONT FENCE (REMOVE)	LF	$1.00	3,825.00	$3,825.00	518.00	4,343.00	$4,343.00	$518.00
CIP11.06-B	Trench Excavation Safety Protection System (All Depths)	LF	$4.30	12,766.00	$54,893.80	1,420.00	14,186.00	$60,999.80	$6,106.00
W2.10.AR-2"	Pipe, 2" PVC SDR-21 (Restrained), all depths, Complete in Place, Including Excavation and Backfill	LF	$135.00	15.00	$2,025.00	2.00	17.00	$2,295.00	$270.00
W2.10.AR-4"	Pipe, 4" Dia. PVC C-900 (Restrained), all depths, Complete in Place, Including Excavation and Backfill	LF	$150.00	12.00	$1,800.00	8.00	20.00	$3,000.00	$1,200.00
W1.17.AR-8"	Pipe, 8" Dia. PVC C-900 (Restrained), all depths, Complete in Place, Including Excavation and Backfill	LF	$63.00	1,346.00	$84,798.00	18.00	1,364.00	$85,932.00	$1,134.00
W1.17.AR-12"	Pipe, 12" Dia. PVC C-900 (Restrained), all depths, Complete in Place, Including Excavation and Backfill	LF	$98.00	2,183.00	$213,934.00	725.00	2,908.00	$284,984.00	$71,050.00
W1.17.AR-16"	Pipe, 16" Dia. PVC C-900 (Restrained), all depths, Complete in Place, Including Excavation and Backfill	LF	$210.00	38.00	$7,980.00	(1.00)	37.00	$7,770.00	($210.00)
W1.17.A-12"	Pipe, 12" Dia. PVC C-900, all depths, Complete in Place, Including Excavation and Backfill	LF	$85.00	1,328.00	$112,880.00	500.00	1,828.00	$155,380.00	$42,500.00
W1.17.B-2"	Pipe, 2" Dia. HDPE DR9, Complete in Place, Including Excavation and Backfill	LF	$25.00	2,321.00	$58,025.00	167.00	2,488.00	$62,200.00	$4,175.00
W1.17.C	Ductile Iron Fittings (C-153 Weight Schedule)	TON	$18,000.00	16.81	$302,580.00	2.97	19.78	$356,040.00	$53,460.00
W1.17.D-2"x2"	Wet Connections, 2"x2"	EA	$675.00	1.00	$675.00	1.00	2.00	$1,350.00	$675.00
W1.17.D-16"x15"	Wet Connections, 16"x15"	EA	$3,500.00	2.00	$7,000.00	(1.00)	1.00	$3,500.00	($3,500.00)
	TOTALS				$1,008,414.33			$1,197,513.65	$189,099.32

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *3* ***Project #*** *25IFB9*

TABLE B: Contract Items (*Continued*)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
W3.21.A-8"	Valves, Gate 8" Dia.	EA	$3,900.00	10.00	$39,000.00	1.00	11.00	$42,900.00	$3,900.00
W3.21.A-12"	Valves, Gate 12" Dia.	EA	$6,000.00	22.00	$132,000.00	(1.00)	21.00	$126,000.00	($6,000.00)
W3.21.A-30"	Valves, Gate 30" Dia.	EA	$58,000.00	19.00	$1,102,000.00	(1.00)	18.00	$1,044,000.00	($58,000.00)
W3.21.B	Fire Hydrant Assembly, Including 6" Gate Valve, 6" Lead Pipe, and Fittings	EA	$10,900.00	14.00	$152,600.00	2.00	16.00	$174,400.00	$21,800.00
W4.05-4"	Encasement Pipe, 4" Dia., Steel	LF	$43.00	1,496.00	$64,328.00	105.00	1,601.00	$68,843.00	$4,515.00
SP.W2.10.A-2"	Restrain Existing PVC Pipe, 2" Diameter; Includes bell or mechanical joint restraints and other incidentals necessary to complete; pipe shall be restrained at a minimum the length of called for on the plans, but shall be restrained up to the next joint	EA	$372.00	4.00	$1,488.00	1.00	5.00	$1,860.00	$372.00
SP.W2.10.A-15"	Restrain Existing PVC Pipe, 15" Diameter; Includes bell or mechanical joint restraints and other incidentals necessary to complete; pipe shall be restrained at a minimum the length of called for on the plans, but shall be restrained up to the next joint	EA	$1,000.00	2.00	$2,000.00	(1.00)	1.00	$1,000.00	($1,000.00)
SP.W3.21.B	Water Meter Relocation and Reconnection, including 2" Corporation Stop, Fittings, Tap to existing or proposed Main, relocation of existing meter in new meter box, connection to existing service pipe, and plugging of existing service pipe to be abandoned or removal of existing pipe	EA	$3,100.00	19.00	$58,900.00	4.00	23.00	$71,300.00	$12,400.00
SP.W3.21.G-2"	PVC C-900 to PVC SDR-21/26 Transition Adapter, 2" Dia.	EA	$435.00	4.00	$1,740.00	1.00	5.00	$2,175.00	$435.00
SP.W3.21.H-8"	Foster Adapter, 8" Dia.	EA	$650.00	1.00	$650.00	1.00	2.00	$1,300.00	$650.00
SP.W1.17.A	16"X14" REDUCING COUPLING	EA	$3,000.00	2.00	$6,000.00	(1.00)	1.00	$3,000.00	($3,000.00)
The "Totals" from Table B of the previous work sheet:					$1,008,414.33			$1,197,513.65	$189,099.32
TOTALS					$2,569,120.33			$2,734,291.65	$165,171.32

Williamson County Road Bond Program

CR 255
Williamson County Project No. 25IFB9

Change Order No. 3

Reason for Change

This Change Order adds items to the Contract to address an existing water line that is in conflict with the proposed ditch. Per the RFI 10 response, the 12-inch line must be relocated outside of the ditch, as well as a 2-inch lateral connection at Bon Winde Road. The City of Georgetown will participate in the compensation in accordance with the terms of the Interlocal Agreement (ILA).

This Change Order results in a net increase of $165,171.32 to the Contract amount, for an adjusted Contract total of $21,039,881.66. The original Contract amount was $20,847,300.93. As a result of this and all Change Orders to-date, $192,580.73 has been added to the Contract, resulting in a 0.92% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Change Order Worksheet

Contract Name	CR 255	Solicitation #	25IFB9	
Date awarded	1/7/2025			
Awarded Contract Amount		$20,847,300.93		
			Percentage Change	
	Change order #1	($13,235.52)	-0.06%	
	Change order #2	$40,644.93	0.19%	
	Change order #3	$165,171.32	0.79%	
	Total changes to date	$192,580.73	0.92%	(Running totals here)
	Adjusted contract amount	$21,039,881.66		

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

HNTB

REQUEST FOR INFORMATION FORM

RFI NO.: 10 **DATE:** 6/6/25

PROJECT: CR 255 **RESPONSE REQUESTED BY DATE:** ASAP

TO: Mr. Eddie Church

REFERENCE: Plan Sheets 102-104, 363-367, 369-372

PROBLEM:
The existing waterline from station 53+47 to station 67+04 (proposed WL D tie-in) is in conflict with the proposed roadway ditch. Attached is JF's backup (plan sheets 103-104 and 363-367, 369-372) that shows the existing location of the waterline along with the topo that was taken through this station range. Jordan Foster suggests relocating the waterline outside of the proposed roadway ditch.

At approximately station 47+50 (Driveway 5) there is an existing waterline service not shown on the plans. Please also confirm if a casing will be needed to be installed (plan sheet 102). This plan sheet is also included in the backup.

RECOMMENDED SOLUTION:

Jordan Foster Construction
Originator

Shelby Priddy
Supervisor

RESPONSE:
The existing 12" water line will need to be relocated throughout this stretch. Please see attached revisions showing relocation designs for the additional length of 12" water line in conflict, noted as WL "D1". Please note that an additional lateral connection will be needed on Bon Winde to reconnect the existing 2" water line; this is WL "O". See C-251 for new service relocation.
Please also note that WL "E" and some valves on WL "D" have been eliminated per COG direction.

Kristen Van Hoosier
Responder

7/15/25
Date

Sign, Date & Return to HNTB via e-mail or fax.

Mail original to: HNTB Corporation
101 E Old Settlers Blvd, Ste 225
Round Rock, Texas 78664

Attachments to RFI:
Cc:

Bid Item	501S-16	501S-24	501S-42	CP1105-9	W2 10 AR-2"	W2 10 AR-3"	W2 10 AR-4"	W1 17 AR-8"	W1 17 AR-12"	W1 17 AR-16"	W1 17 AR-30"	W1 17 A-8"	W1 17 A-12"	W1 17 A-30"	W1 17 B-2"	W1 17 C	W1 17 D-2"x2"	W1 17 D-6"x2"	W1 17 D-8"x8"	W1 17 D-12"x12"	W1 17 D-16"x16"	W1 17 D-30"x30"	W1 17 F	W3 21 A-8"	W3 21 A-12"
Description	JACKING OR BORING, 16" STEEL PIPE ASTM A134	JACKING OR BORING 24" STEEL PIPE, ASTM A134	JACKING OR BORING 42" STEEL PIPE ASTM A134	TRENCH EXCAVATION SAFETY PROTECTION SYSTEM (ALL DEPTHS)	PIPE 2" PVC SDR-21 (RESTRAINED; ALL DEPTHS COMPLETE IN PLACE INCLUDING EXCAVATION AND BACKFILL	PIPE 3" PVC SDR-21 (RESTRAINED; ALL DEPTHS COMPLETE IN PLACE INCLUDING EXCAVATION AND BACKFILL	PIPE 4" DIA PVC C-900 (RESTRAINED; ALL DEPTHS COMPLETE IN PLACE INCLUDING EXCAVATION AND BACKFILL	PIPE 8" DIA PVC C-900 (RESTRAINED; ALL DEPTHS, COMPLETE IN PLACE INCLUDING EXCAVATION AND BACKFILL	PIPE 12" DIA PVC C-900 (RESTRAINED) ALL DEPTHS, COMPLETE IN PLACE INCLUDING EXCAVATION AND BACKFILL	PIPE 16" DIA PVC C-900 (RESTRAINED) ALL DEPTHS, COMPLETE IN PLACE INCLUDING EXCAVATION AND BACKFILL	PIPE 30" DIA DI CL-200 (RESTRAINED) ALL DEPTHS COMPLETE IN PLACE INCLUDING EXCAVATION AND BACKFILL	PIPE, 8" DIA PVC C-900, ALL DEPTHS COMPLETE IN PLACE INCLUDING EXCAVATION AND BACKFILL	PIPE 12" DIA PVC C-900 ALL DEPTHS COMPLETE IN PLACE, INCLUDING EXCAVATION AND BACKFILL	PIPE, 30" DIA DI CL-200 ALL DEPTHS COMPLETE IN PLACE, INCLUDING EXCAVATION AND BACKFILL	PIPE, 2" DIA HDPE DR9 COMPLETE IN PLACE, INCLUDING EXCAVATION AND BACKFILL	DUCTILE IRON FITTINGS (C-153 WEIGHT SCHEDULE)	WET CONNECTIONS 2"X2"	WET CONNECTIONS, 6"X2"	WET CONNECTIONS 8"X8"	WET CONNECTIONS 12"X12"	WET CONNECTIONS "6"X16"	WET CONNECTIONS 30"X30"	WATER LINE MARKER	VALVES, GATE 8" DIA	VALVES, GATE 12" DIA
Sheet	LF	LF	LF	LF	LF	LF	LF	LF	LF	LF	LF	LF	LF	LF	LF	TON	EA	EA	EA	EA	EA	EA	EA	EA	EA
C-200		65		171		4	10		210				247			0.06							1		4
C-201				410					178							0.52							1		3
C-202				470					266				184			0.00									1
C-203				512					204				208			0.29							1		3
C-204				450					164				41			0.53							2		4
C-205				400					155				244			0.15									
C-206				400					341				59			0.41									2
C-207				400					45				355			0.06									
C-208				354					295	5	8					0.38									
C-209	55	63		171				135								0.30			1					2	
C-210				262							402					1.63									
C-211				450							450					1.92									
C-212				450							450					1.44									
C-213				450							450					0.57									
C-214				450							440			4		0.57									
C-215				450							380			81		2.77									
C-216				400							368			32		0.36									
C-217				450				57		2	262			129		1.48									
C-218				450				241				109				0.13								1	
C-219				450								450				0.00									
C-220				400								400				0.00									
C-221				400				100				300				0.04								1	
C-222				400								400				0.00									
C-223				350								350				0.00									
C-224				247	6			214				25				0.25		1						2	
C-225				170			20				150					0.51			1					1	
C-226	53			106	4			155			0					0.12		1						1	
C-227			72	103						31	144					1.72					1				
C-228	45			303	3			267				78				0.20		1						1	
C-229				27	3		2	22								0.01	1							1	
C-230				35				35								0.04			1						
C-231				300					99				201			0.17				1					
C-232				450					278				172			0.34								1	
C-233				450					325				123			0.06								3	
C-234				157					157							0.46									
C-235				29	2		8	18								2.23	1							1	
C-250				665											665										
C-251				373											373										
C-252				255											255										
C-253				426											426										
C-254				429											429										
C-255				410											410										
TOTAL =	153	116	72	12126	17	4	20	1384	2908	37	3499	2115	1525	245	2455	19.6	2	3	3	1	1	5	11	21	

Bid Item	W3 21 A-30"	W3 21 B	W3 21 E-2"	W4 05-4"	W4 05-16"	W4 05-24"	W4 05-48"	SP W2 10 A-2"	SP W2 10 A-3"	SP W2 10 A-8"	SP W1 17 A-12"	SP W2 10 A-16"	SP W3 21 A	SP W3 21 B	SP W3 21 C-3"x3"	SP W3 21 C-12"x12"	SP W3 21 C-30"x8"	SP W3 21 D-2"	SP W3 21 D-12"	SP W3 21 G-2"	SP W3 21 G-12"	SP W3 21 G-16"	SP W3 21 "-8"	SP W3 21 I	SP W1 17 A	G4 05 C
Description	VALVES, GATE 30" DIA	FIRE HYDRANT ASSEMBLY INCLUDING 6" GATE VALVE, 6" LEAD PIPE AND FITTINGS	COMBINATION AIR VALVE AND VAULT, 2"	ENCASEMENT PIPE 4" DIA STEEL	ENCASEMENT PIPE 16" DIA STEEL	ENCASEMENT PIPE 24" DIA STEEL	ENCASEMENT PIPE 48" DIA STEEL	RESTRAIN EXISTING PVC PIPE, 2" DIAMETER	RESTRAIN EXISTING PVC PIPE, 3" DIAMETER	RESTRAIN EXISTING PVC PIPE, 8" DIAMETER	RESTRAIN EXISTING DI PIPE, 12" DIAMETER	RESTRAIN EXISTING PVC PIPE, 16" DIAMETER	WATER SERVICE RECONNECTION	WATER METER RELOCATION AND RECONNECTION	PRESSURE TAP, 3"X3" INCLUDING 2" TAPPING SLEEVE, 3" GATE VALVE	PRESSURE TAP, 12"X12", INCLUDING 12" FULL BODY SLEEVE WITH 12" GATE VALVE	PRESSURE TAP 30"X8", INCLUDING 30" FULL BODY SLEEVE WITH 8" GATE VALVE	LINE STOP, 2"	LINE STOP, 12"	PVC C-900 TO PVC SDR-21/26 TRANSITION ADAPTER, 2" DIA	PVC C-900 TO PVC SDR-21/26 TRANSITION ADAPTER, 12" DIA	PVC C-900 TO PVC SDR-21/26 TRANSITION ADAPTER, 16" DIA	FOSTER ADAPTER, 8" DIA	NEW WATER METER INSTALLATION AND CONNECTION, INCLUDING 2" CORPORATION STOP FITTINGS, TAP TO EXISTING OR PROPOSED MAIN METER BOX	16"X12" REDUCING COUPLING	CONCRETE TRENCH CAP (6" THICK, 2000 PSI)
Sheet	EA	EA	EA	LF	LF	LF	LF	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	LF	LF
C-200		1				47			1		2					2		1	2							31
C-201											1					1			1							10
C-202																										
C-203		1									1					1			1							11
C-204	1															2			2							61
C-205		1																								
C-206	1	1																								
C-207		1																								
C-208																										
C-209					51	43				1																
C-210							23																			
C-211	2	1					220																			
C-212	2	1					75																			
C-213	2		1																							
C-214	2																									
C-215	1	1					45																			
C-216	1	1																								
C-217	2						82																			
C-218		1			100																					
C-219																										
C-220																										
C-221		1																								
C-222			1																							
C-223																										
C-224		1	1		50			1																		
C-225	1						101			1																
C-226		1			50			1																		
C-227	1	1	1				33					1										1				18
C-228					45			1																		
C-229								1															1			
C-230	1													1												
C-231											1										1					
C-232		1																								
C-233		1																								
C-234																										
C-235								1															1			
C-250				388										7												
C-251				292										6												
C-252	1			105										1												
C-253				307									4	1												
C-254				287										6												
C-255				306									3	2												
TOTAL =	10	15	5	1801	304	90	579	5	1	2	5	1	8	23	1	5	1	1	5	2	1	1	2	1	1	135

REV. NO.	REVISION DESCRIPTION	APPROVED BY:	DATE
1	UPDATED QTYS	KV	7/31/25

CobbFendley

TBPELS ENGINEERING FIRM NO. F-274, LAND SURVEYING FIRM NO. 10061701
9600 N MOPAC EXPRESSWAY, SUITE 800
AUSTIN, TEXAS 78759
512.834.9789 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

SUMMARY OF QUANTITIES (1 OF 2)

CR 255 WL RELOCATIONS
GEORGETOWN, TEXAS

WILCO TEXAS

PROJ. NO. 1903-108-05
DESIGN: R. NEWTON
DRAWN: R. NEWTON
CHECK: C. WEEKS
APPR: K. VAN HOOSIER
DATE: JULY 31, 2025

STATE OF TEXAS
KRISTEN VAN HOOSIER
136882
LICENSED
PROFESSIONAL ENGINEER

15/2025

THESE DESIGN DOCUMENTS ARE NOT TO BE USED FOR CONSTRUCTION PRIOR TO REGULATORY SIGNATURE AND PERMIT

SHEET
C-003

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\47_CR255\01\DESIGN\C-002-GNOT.dwg -- Tab: WL-SOQ-1 -- Plotted: 9/15/2025 2:10 PM By: KRISTEN VAN HOOSIER

Bid Item	160 WC02	161 WC01	162 WC03	164 WC04	164 WC05	166 6002	168 WC01	0506 6002	0506 6011	0506 6038	0506 6039
Description	FURNISHING AND PLACING TOPSOIL (4")	EROSION CONTROL COMPOST (3")	MULCH TOPDRESSING (5")	SEEDING FOR EROSION CONTROL (TEMP)(COOL)(TY 4)	SEEDING FOR EROSION CONTROL (PERM)(WARM)(TY 5)	FERTILIZER	VEGETATIVE WATERING	ROCK FILTER DAMS (INSTALL)(TY 2)	ROCK FILTER DAMS (REMOVE)	TEMP SEDMT CONT FENCE (INSTALL)	TEMP SEDMT CONT FENCE (REMOVE)
Sheet	SY	SY	SY	SY	SY	TON	MG	LF	LF	LF	LF
C-101	2367	592	592	1183.5	2367	0.15	71.0				
C-102	2674	669	669	1337	2674	0.17	80.2				
C-103	2156	539	539	1078	2156	0.13	64.7			761	761
C-104	2692	673	673	1346	2692	0.17	80.8			306	306
C-105	2784	696	696	1392	2784	0.17	83.5			57	57
C-106	565	142	142	282.5	565	0.04	17.0			407	407
C-107	1550	388	388	775	1550	0.10	46.5			613	613
C-108	1003	251	251	501.5	1003	0.06	30.1			153	153
C-109	3319	830	830	1659.5	3319	0.21	99.6				
C-110	3135	784	784	1567.5	3135	0.20	94.1				
C-111	3339	835	835	1669.5	3339	0.21	100.2	20	20	322	322
C-112	2760	690	690	1380	2760	0.17	82.8			888	888
C-113	2754	689	689	1377	2754	0.17	82.6			799	799
C-114	2838	710	710	1419	2838	0.18	85.1			37	37
C-115	1603	401	401	801.5	1603	0.10	48.1				
TOTAL =	35539	8889	8889	17769.5	35539	2.22	1066.2	20	20	4343	4343

1

REV. NO.	REVISION DESCRIPTION	APPROVED BY:	DATE
1	UPDATED QTYS	KV	7/31/25

CobbFendley

TBPELS ENGINEERING FIRM NO. F-274, LAND SURVEYING FIRM NO. 10046701
9600 N MOPAC EXPRESSWAY, SUITE 800
AUSTIN, TEXAS 78759
512.834.9789 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

SUMMARY OF QUANTITIES (2 OF 2)

CR 255 WL RELOCATIONS
GEORGETOWN, TEXAS

WILCO TEXAS

PROJ. NO. 1903-108-05
DESIGN: R. NEWTON
DRAWN: R. NEWTON
CHECK: C. WEEKS
APPR: K. VAN HOOSIER
DATE: JULY 31, 2025

STATE OF TEXAS
KRISTEN VAN HOOSIER
136882
LICENSED
PROFESSIONAL ENGINEER
9/15/2025

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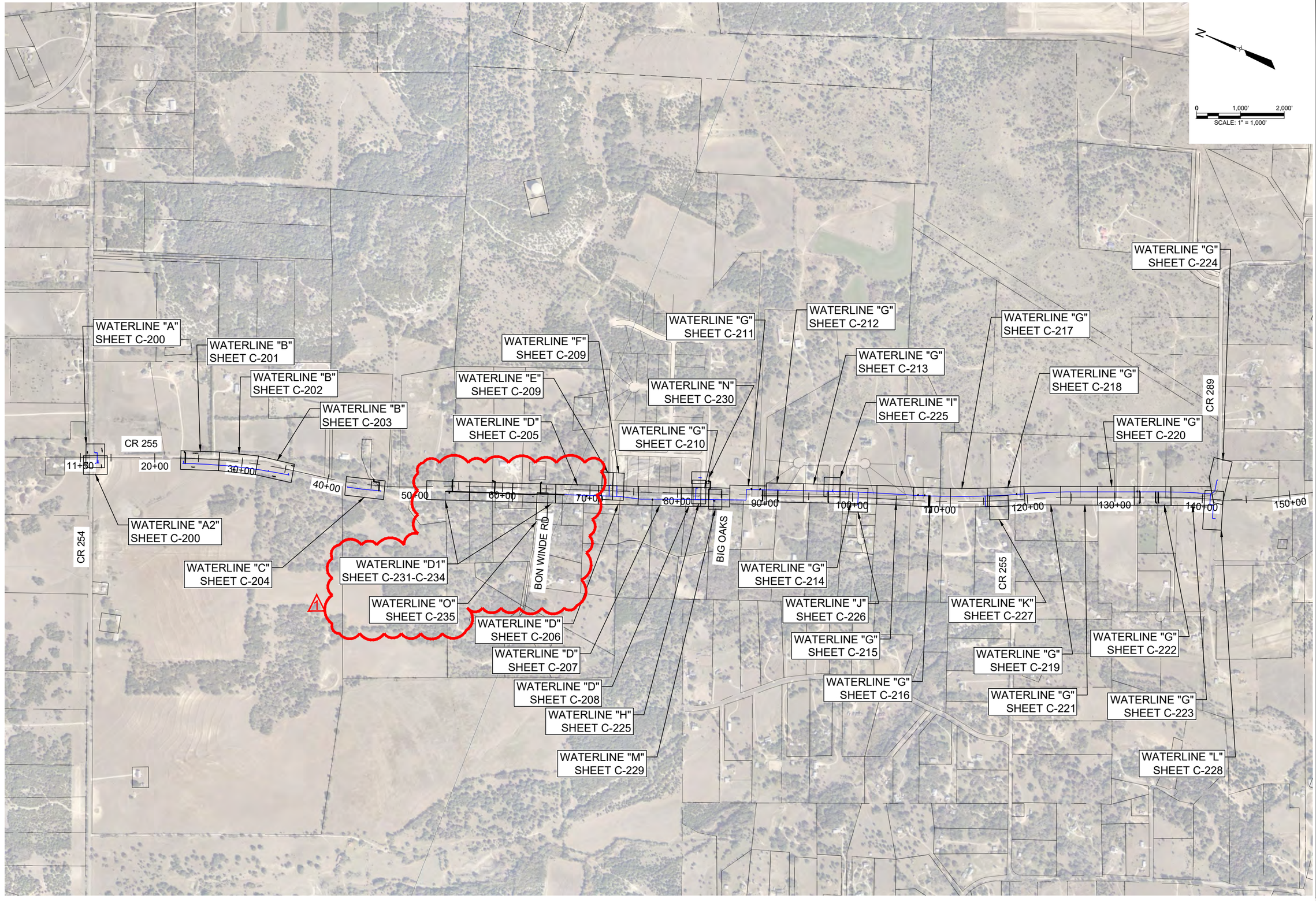
SHEET
C-004

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\47_CR255\01\DESIGN\C-002-GNOT.dwg -- Tab: ENS-SOQ -- Plotted: 9/15/2025 2:10 PM By: KRISTEN VAN HOOSIER



REV. NO.	REVISION DESCRIPTION	APPROVED BY:	DATE
1	ADDL SHTS DUE TO FIELD FINDINGS	KV	7/9/2025

CobbFendley

TBPELS ENGINEERING FIRM NO. F-274, LAND SURVEYING FIRM NO. 10046701
9900 N MOPAC EXPRESSWAY, SUITE 800
AUSTIN, TEXAS 78759
512.834.9789 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

KEYMAP

CR 255 WL RELOCATIONS
GEORGETOWN, TEXAS

WILCO TEXAS

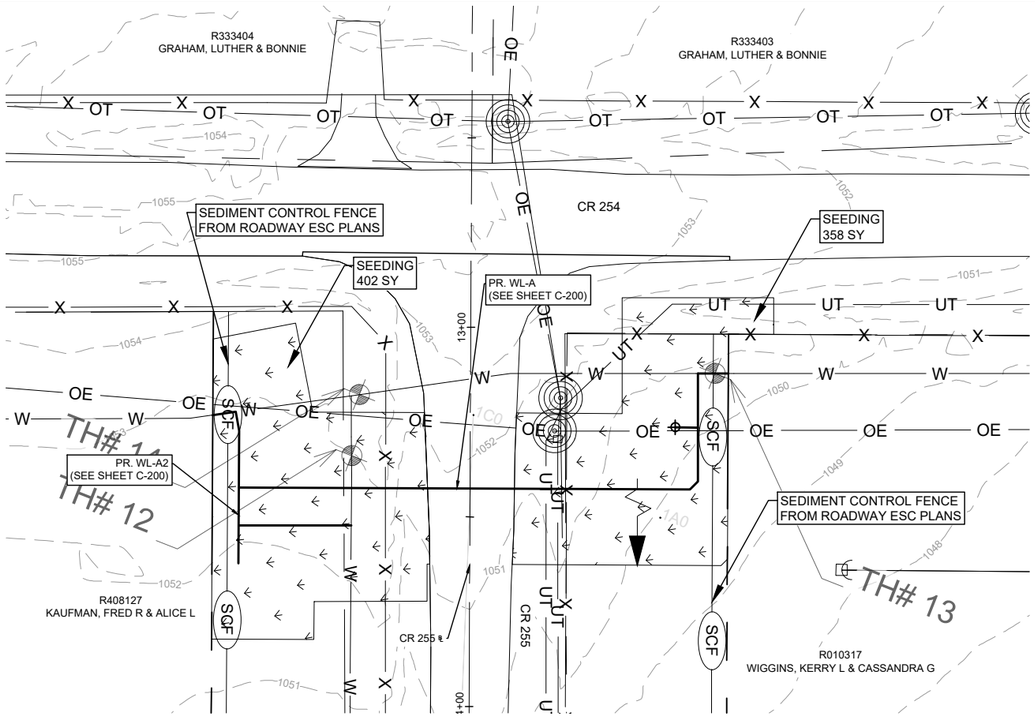
PROJ. NO. 1903-108-05
DESIGN: R. NEWTON
DRAWN: R. NEWTON
CHECK: C. WEEKS
APPR: K. VAN HOOSIER
DATE: JULY 15, 2025

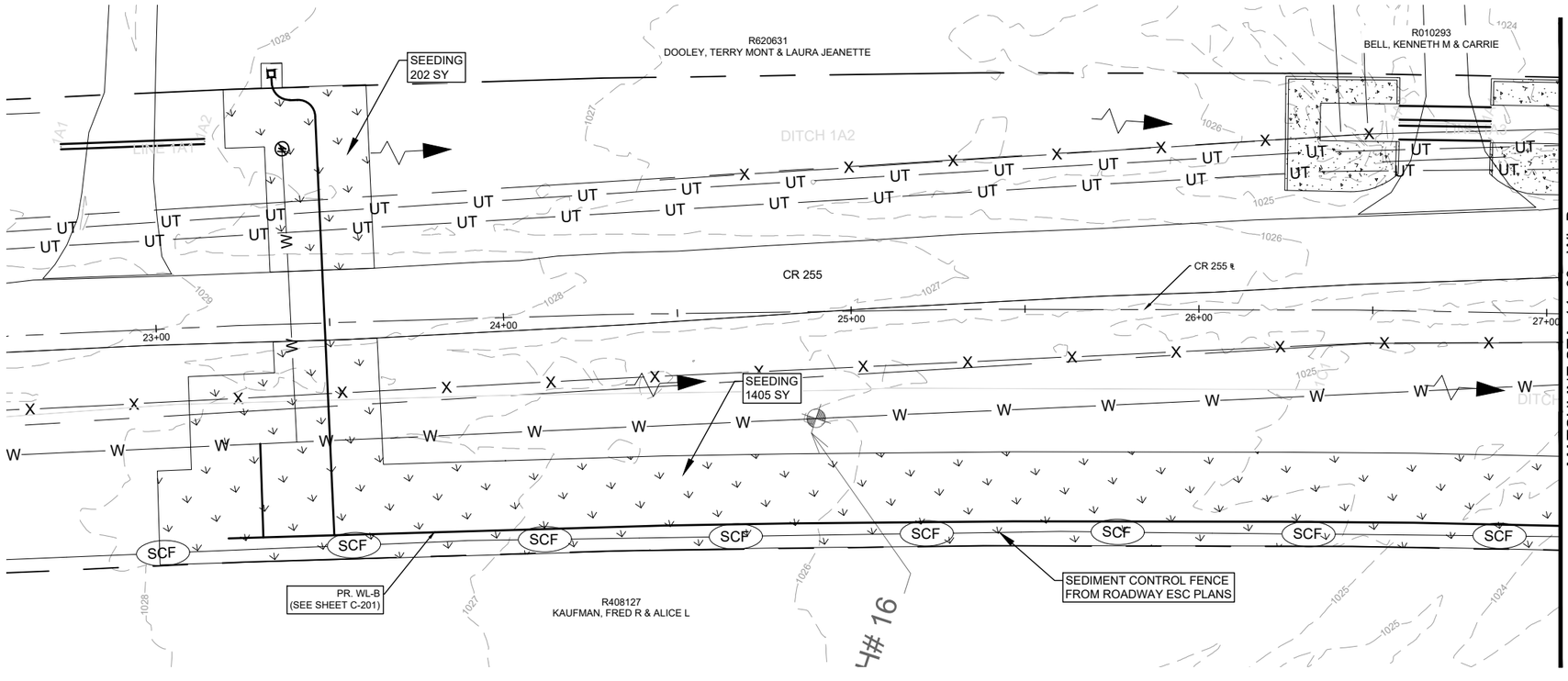
STATE OF TEXAS
KRISTEN VAN HOOSIER
136682
LICENSED
PROFESSIONAL ENGINEER
7/15/2025

THESE DESIGN DOCUMENTS ARE NOT TO BE USED FOR CONSTRUCTION PRIOR TO REGULATORY SIGNATURE AND PERMIT.

SHEET
C-100

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\47_CR255\01\DESIGN\C-100-KEYMAP.dwg -- Tab: KEYMAP-01 -- Plotted: 7/15/2025 2:15 AM By: KRISTEN VAN HOOSIER





0 20' 40'
SCALE: 1" = 40'

LEGEND

- EX. RIGHT-OF-WAY
- PR. RIGHT-OF-WAY
- TEMP. CONST. ESMT.
- EX. EDGE OF PAVEMENT
- PR. EDGE OF PAVEMENT
- ULTIMATE PAVEMENT
- W — EX. WATER
- PR. WATER
- WW — EX. WASTEWATER
- SD — EX. STORM DRAIN
- PR. STORM DRAIN
- G — EX. GAS LINE
- OE — EX. OVERHEAD ELECTRIC
- OC — EX. OVERHEAD CABLE
- OH — EX. OVERHEAD UTILITIES
- OT — EX. OVERHEAD TELECOM
- UT — EX. U.G. TELECOM
- UE — EX. U.G. ELECTRIC
- EX. FENCE
- EX. WATER T.B.A
- EX. WATER VALVE
- PR. WATER VALVE
- EX. FIRE HYDRANT
- PR. FIRE HYDRANT
- EX. WATER METER
- PR. AIR RELEASE VALVE
- FUTURE ULTIMATE ROAD PAVEMENT

GENERAL NOTES:

1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MIGHT BE OCCASIONED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. WHEN THE CONTRACTOR IS USING TRENCHLESS INSTALLATION METHODS, THE CONTRACTOR SHALL LOCATE ALL UTILITIES FOR THE ENTIRE LENGTH OF THE INSTALLATION PRIOR TO ANY ACTIVITIES. ANY DISCREPANCIES FROM WHAT IS SHOWN SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER.
2. CONTRACTOR TO GIVE CITY OF GEORGETOWN A MINIMUM OF TWO WEEKS NOTICE FOR ALL WATERLINE SHUTDOWNS. SHUTDOWNS MUST OCCUR ONLY DURING THE MONTHS OF DECEMBER, JANUARY, AND FEBRUARY.
3. EXISTING 2", 3", 8", 12", AND 15" WATER MAINS ARE TO BE PROTECTED AND REMAIN IN SERVICE UNTIL THE NEW MAINS ARE CONSTRUCTED, TESTED, APPROVED AND SERVICE LINES RECONNECTED AND THE NEW MAIN IS PLACED IN SERVICE.
4. EXISTING WATER SERVICE LINES AND METERS ARE TO BE PROTECTED AND REMAIN IN SERVICE UNTIL NEW SERVICE LINES ARE CONSTRUCTED, TESTED, APPROVED AND RECONNECTED AND IN SERVICE.
5. EXISTING WATER MAINS THAT ARE TO BE ABANDONED IN PLACE AND ARE UNDER THE PROPOSED ROADWAY ARE TO BE CUT, CAPPED, AND FILLED WITH FLOWABLE FILL. SUBSIDIARY TO COST OF PIPE, NO SEPARATE PAY. EXISTING WATER LINES THAT ARE TO BE ABANDONED IN PLACE AND ARE NOT UNDER THE PROPOSED ROADWAY WILL BE CAPPED.
6. THERE ARE TREES WITHIN THE PROJECT LIMITS. THE CONTRACTOR IS TO PROTECT THE TREE ROOT ZONES DURING CONSTRUCTION. TREE REMOVAL AND REQUIRED MITIGATION ARE NOT COVERED IN THE UTILITY BID ITEMS AND ARE INCLUDED IN THE ROADWAY PS&E.
7. REMOVAL AND REPLACEMENT OF FENCES AND GATES ON PROPERTY ASSOCIATED WITH WATERLINE INSTALLATIONS SHALL BE SUBSIDIARY TO THE COST OF PIPE.
8. WATERLINES TO BE INSTALLED PRIOR TO ROADWAY CONSTRUCTION. MINIMUM DEPTH OF COVER SHOWN IS TO FINISHED GRADE. CONTRACTOR SHALL INSTALL VALVES AND HYDRANTS AS SHOWN. ADJUSTMENTS TO FINISHED GRADE MAY BE NECESSARY DURING ROADWAY CONSTRUCTION.
9. CONTRACTOR TO VERIFY SIZES OF WATER LINES, SERVICE LINES, AND METERS PRIOR TO INSTALLATION AND NOTIFY ENGINEER OF ANY DISCREPANCIES

XXX.X GRADE
XXX.XX FLOW LINE

PROFILE SCALE
1"=40' HORIZ.
1"=4' VERT.

REV. NO.	REVISION DESCRIPTION	APPROVED BY:	DATE
1	UPDATED TITLE DUE TO ADDL SHEET	KV	7/9/2025

CobbFendley
TBPELS ENGINEERING FIRM NO. F-274, LAND SURVEYING FIRM NO. 10046701
9600 N MOPAC EXPRESSWAY, SUITE 800
AUSTIN, TEXAS 78759
512.834.9789 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

ESC - SHEET 1 OF 15

CR 255 WL RELOCATIONS
GEORGETOWN, TEXAS

WILCO TEXAS

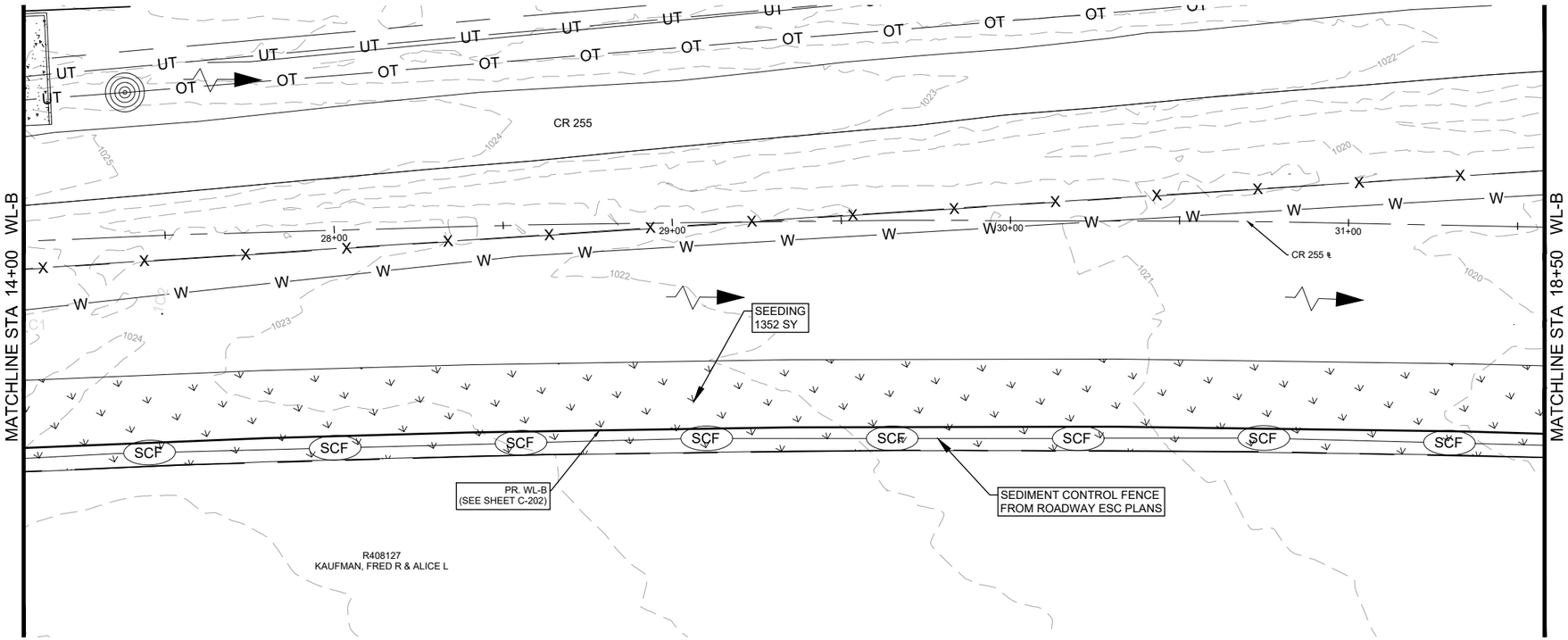
PROJ. NO. 1903-108-05
DESIGN: C. DRULIAS
DRAWN: C. DRULIAS
CHECK: C. WEEKS
APPR: K. VAN HOOSIER
DATE: JULY 15, 2025

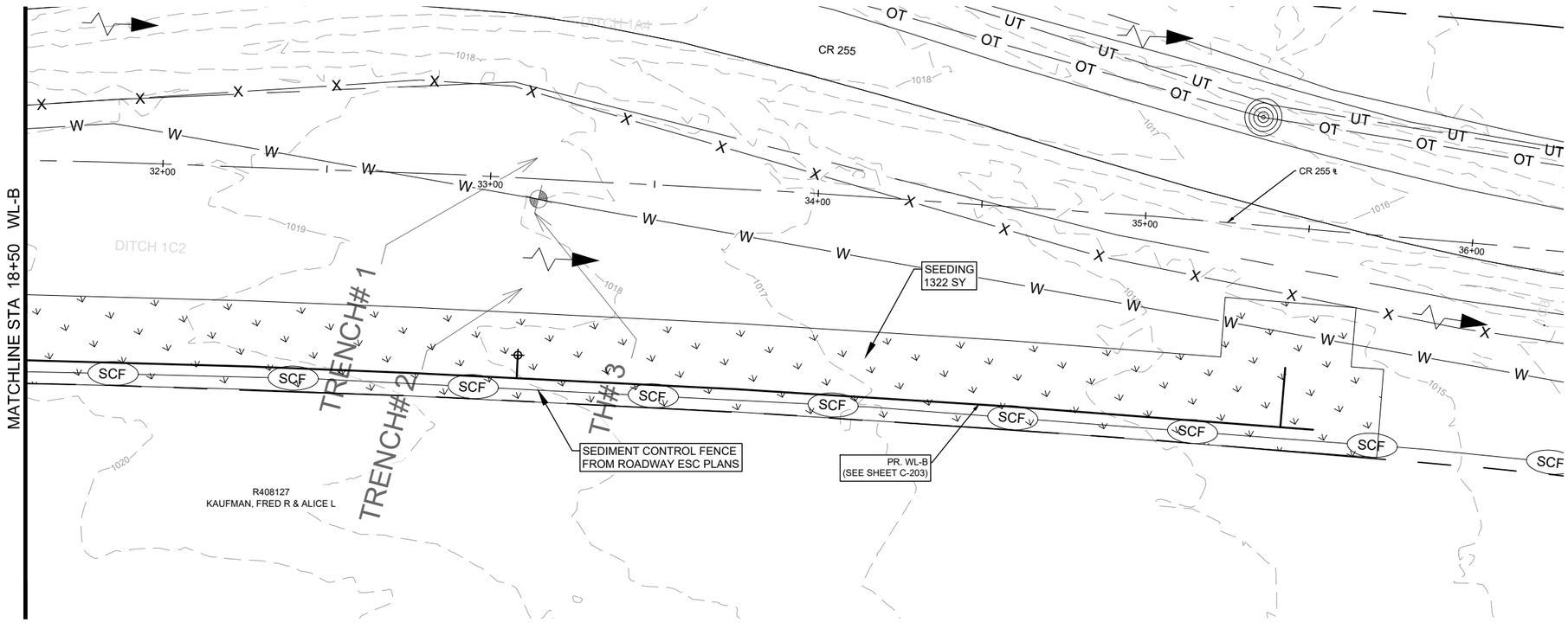
STATE OF TEXAS
KRISTEN VAN HOOSIER
136882
LICENSED
PROFESSIONAL ENGINEER
7/15/2025

THESE DESIGN DOCUMENTS ARE NOT TO BE USED FOR CONSTRUCTION PRIOR TO REGULATORY SIGNATURE AND PERMIT

SHEET
C-101

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\47_CR255\01\DESIGN\C-101-ENS.dwg - Tab: ENS (1) - Plotted: 7/15/2025 1:15 AM By: KRISTEN VAN HOOSIER





N

0 20' 40'
SCALE: 1" = 40'

LEGEND

- EX. RIGHT-OF-WAY
- PR. RIGHT-OF-WAY
- TEMP. CONST. ESMT.
- EX. EDGE OF PAVEMENT
- PR. EDGE OF PAVEMENT
- ULTIMATE PAVEMENT
- W — EX. WATER
- PR. WATER
- WW — EX. WASTEWATER
- SD — EX. STORM DRAIN
- PR. STORM DRAIN
- G — EX. GAS LINE
- OE — EX. OVERHEAD ELECTRIC
- OC — EX. OVERHEAD CABLE
- OH — EX. OVERHEAD UTILITIES
- OT — EX. OVERHEAD TELECOM
- UT — EX. U.G. TELECOM
- UE — EX. U.G. ELECTRIC
- EX. FENCE
- EX. WATER T.B.A
- EX. WATER VALVE
- PR. WATER VALVE
- EX. FIRE HYDRANT
- PR. FIRE HYDRANT
- EX. WATER METER
- PR. AIR RELEASE VALVE
- FUTURE ULTIMATE ROAD PAVEMENT

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XXX.X GRADE
XXX.XX FLOW LINE

PROFILE SCALE
1"=40' HORIZ.
1"=4' VERT.

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1	UPDATED TITLE DUE TO ADDL SHEET	KV	7/9/2025

CobbFendley
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512.834.9789 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

ESC - SHEET 2 OF 15

CR 255 WL RELOCATIONS
GEORGETOWN, TEXAS

WILCO TEXAS

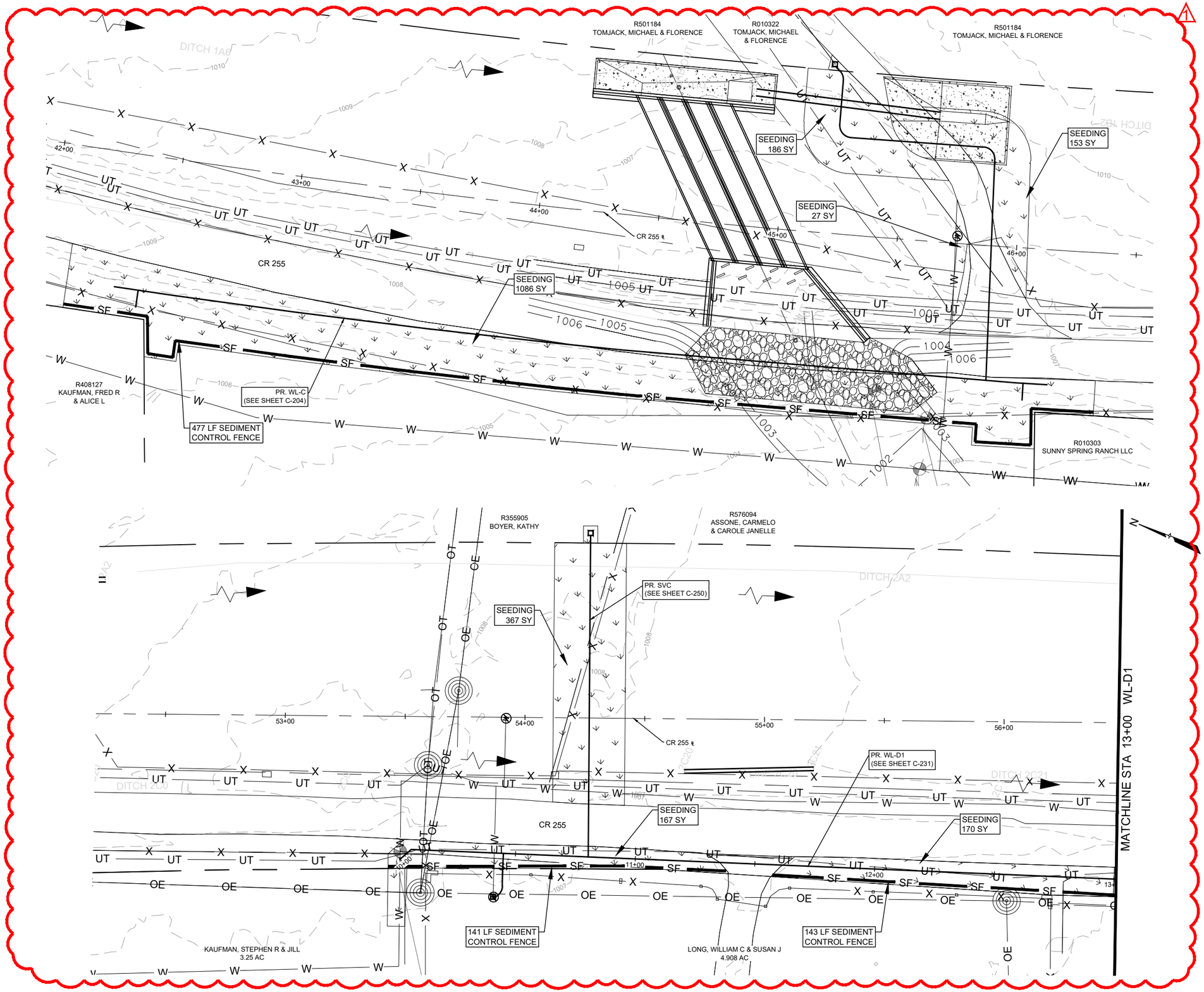
PROJ. NO. 1903-108-05
DESIGN: C. DRULIAS
DRAWN: C. DRULIAS
CHECK: C. WEEKS
APPR: K. VAN HOOSIER
DATE: JULY 15, 2025

STATE OF TEXAS
KRISTEN VAN HOOSIER
136882
LICENSED PROFESSIONAL ENGINEER
7/15/2025

THESE DESIGN DOCUMENTS ARE NOT TO BE USED FOR CONSTRUCTION PRIOR TO REGULATORY SIGNATURE AND PERMIT

SHEET
C-102

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\47_CR255\01\DESIGN\C-101-ENS.dwg - Tab: ENS (2) - Plotted: 7/15/2025 1:16 AM By: KRISTEN VAN HOOSIER



0 20' 40'
SCALE: 1" = 40'

LEGEND

- EX. RIGHT-OF-WAY
- PR. RIGHT-OF-WAY
- TEMP. CONST. ESMT.
- EX. EDGE OF PAVEMENT
- PR. EDGE OF PAVEMENT
- ULTIMATE PAVEMENT
- W — EX. WATER
- PR. WATER
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- PR. STORM DRAIN
- G — EX. GAS LINE
- OE — EX. OVERHEAD ELECTRIC
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- EX. FENCE
- EX. WATER T.B.A
- EX. WATER VALVE
- PR. WATER VALVE
- EX. FIRE HYDRANT
- PR. FIRE HYDRANT
- EX. WATER METER
- PR. AIR RELEASE VALVE
- FUTURE ULTIMATE ROAD PAVEMENT

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XXX.X GRADE
XXX.XX FLOW LINE

PROFILE SCALE
1"=40' HORIZ.
1"=4' VERT.

REV. NO.	REVISION DESCRIPTION	APPROVED BY:	DATE
1	REVISED DESIGN DUE TO FIELD FINDINGS	KV	7/9/2025

CobbFendley
TBPELS ENGINEERING FIRM NO. F-274, LAND SURVEYING FIRM NO. 10046701
9900 N MOPAC EXPRESSWAY, SUITE 800
AUSTIN, TEXAS 78759
512.834.9789 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

ESC - SHEET 3 OF 15

CR 255 WL RELOCATIONS
GEORGETOWN, TEXAS

WILCO TEXAS

PROJ. NO. 1903-108-05
DESIGN: C. DRULIAS
DRAWN: C. DRULIAS
CHECK: C. WEEKS
APPR: K. VAN HOOSIER
DATE: JULY 15, 2025

STATE OF TEXAS
KRISTEN VAN HOOSIER
136882
LICENSED
PROFESSIONAL ENGINEER
7/15/2025

THESE DESIGN DOCUMENTS ARE NOT TO BE USED FOR CONSTRUCTION PRIOR TO REGULATORY SIGNATURE AND PERMIT.

SHEET
C-103

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\47_CR255\01\DESIGN\C-101-ENS.dwg — Tab: ENS (3) — Plotted: 7/15/2025 1:17 AM By: KRISTEN VAN HOOSIER

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\47_CR255\01\DESIGN\C-101-ENS.dwg -- Tab: ENS (10) -- Plotted: 7/15/2025 1:18 AM By: KRISTEN VAN HOOSIER

MATCHLINE STA 13+00 WL-D1

MATCHLINE STA 17+50 WL-D1

9 LF SEDIMENT CONTROL FENCE

SEEDING 430 SY

SEDIMENT CONTROL FENCE FROM ROADWAY ESC PLANS

PR. SVC (SEE SHEET C-250)

PR. WL-D1 (SEE SHEET C-232)

259 LF SEDIMENT CONTROL FENCE

SEEDING 772 SY

SEDIMENT CONTROL FENCE FROM ROADWAY ESC PLANS

CR 255

R009534
COLLINS, KELVIN D & SHANNON D

R308704
SAFFELL, ROBERT B & HOLLY A

R309001
SAFFELL, ROBERT B & HOLLY A

MATCHLINE STA 17+50 WL-D1

MATCHLINE STA 22+50 WL-D1

R010312
ANDERSON PATRICIA MAXINE

SEDIMENT CONTROL FENCE FROM ROADWAY ESC PLANS

26 LF SEDIMENT CONTROL FENCE

PR. SVC (SEE SHEET C-251)

SEEDING 366 SY

SEDIMENT CONTROL FENCE FROM ROADWAY ESC PLANS

12 LF SEDIMENT CONTROL FENCE

PR. WL-D1 (SEE SHEET C-233)

SEEDING 702 SY

SEEDING 422 SY

CR 255

SAFFELL, ROBERT B & HOLLY A
0.59 AC

SAFFELL, ROBERT B & HOLLY A
0.58 AC

PR. WL-O (SEE SHEET C-235)

SEE SHEET C-235 FOR EX. WL RESTRAINT LENGTH

20+48.80 WL-D1, 86.57' RT
END SEEDING

R009521
WIECKOWSKI, PIOTR W & LAUREN A

SCALE: 1" = 40'

LEGEND

- EX. RIGHT-OF-WAY
- PR. RIGHT-OF-WAY
- TEMP. CONST. ESMT.
- EX. EDGE OF PAVEMENT
- PR. EDGE OF PAVEMENT
- ULTIMATE PAVEMENT
- W EX. WATER
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XXX.XX FLOW LINE

PROFILE SCALE
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REV. NO.	REVISION DESCRIPTION	APPROVED BY:	DATE
1	REVISED DESIGN DUE TO FIELD FINDINGS	KV	7/9/2025

CobbFendley
TBPELS ENGINEERING FIRM NO. F-274, LAND SURVEYING FIRM NO. 10061500
9900 N MOPAC EXPRESSWAY, SUITE 800
AUSTIN, TEXAS 78759
512.834.9789 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

WILCO TEXAS

PROJ. NO. 1903-108-05
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APPR: K. VAN HOOSIER
DATE: JULY 15, 2025

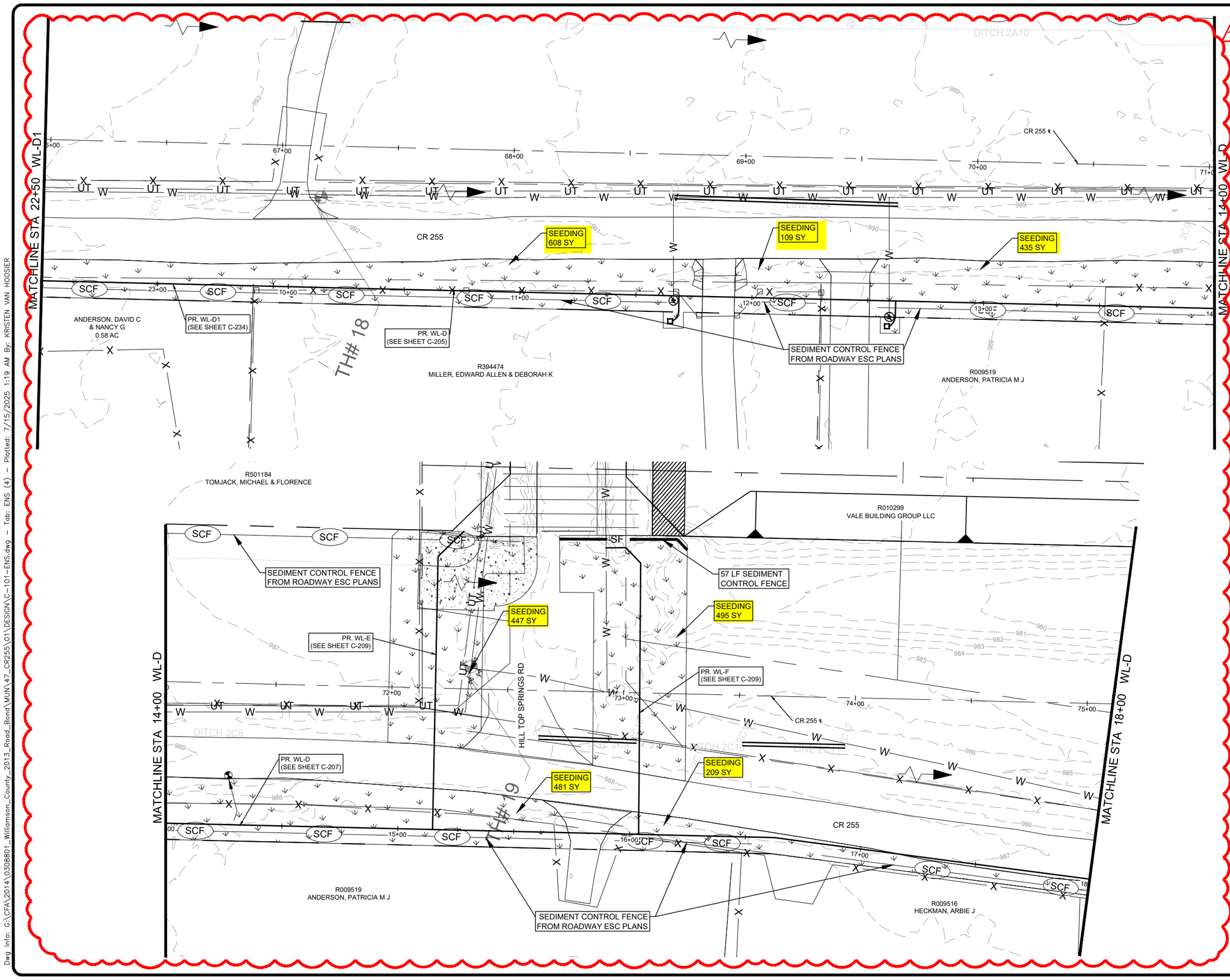
STATE OF TEXAS
KRISTEN VAN HOOSIER
136682
LICENSED
PROFESSIONAL ENGINEER
7/15/2025

THESE DESIGN DOCUMENTS ARE NOT TO BE USED FOR CONSTRUCTION PRIOR TO REGULATORY SIGNATURE AND PERMIT

ESC - SHEET 4 OF 15

CR 255 WL RELOCATIONS
GEORGETOWN, TEXAS

SHEET
C-104



0 20' 40'
SCALE: 1" = 40'

LEGEND

- EX. RIGHT-OF-WAY
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ESC - SHEET 5 OF 15

CR 255 WL RELOCATIONS
GEORGETOWN, TEXAS

WILCO TEXAS

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KRISTEN VAN HOOSIER
136682
LICENSED PROFESSIONAL ENGINEER
7/15/2025

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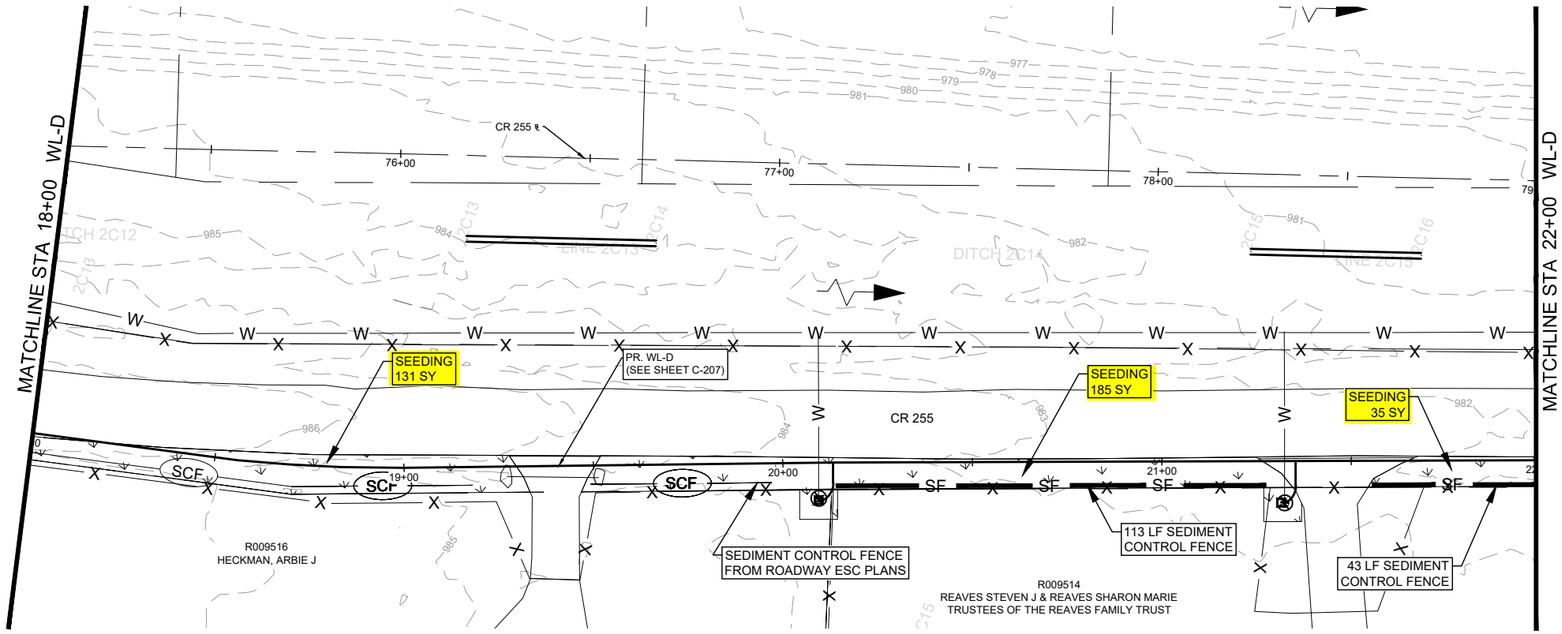
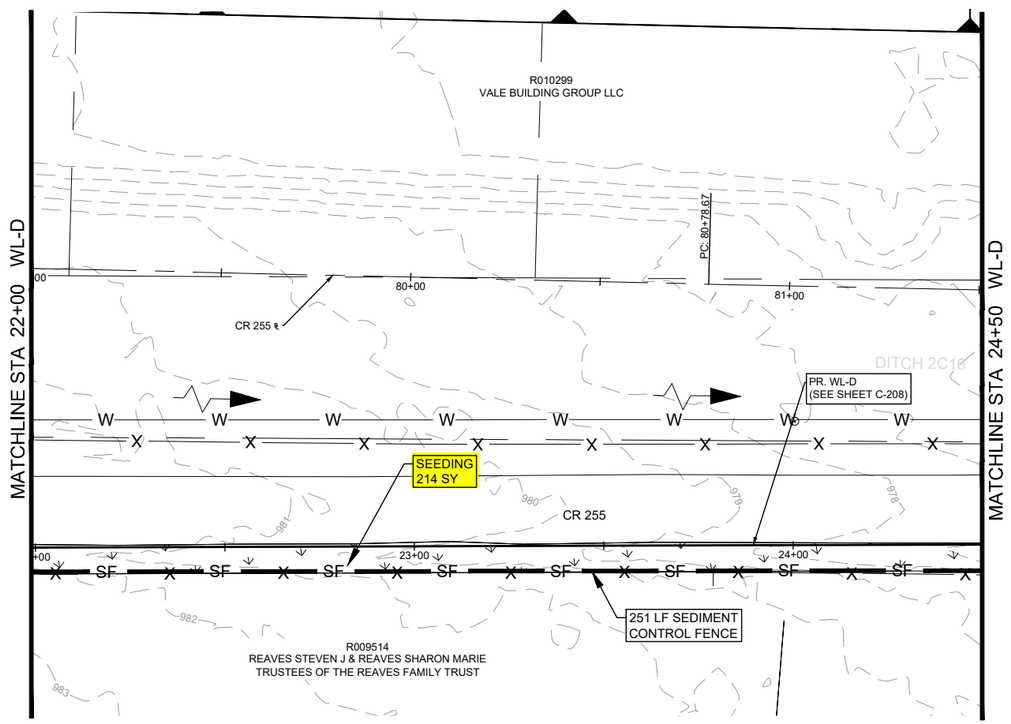
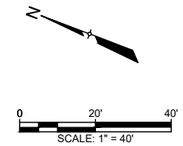
SHEET
C-105

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\47_CR255\01\DESIGN\C-101-ENS.dwg -- Tab: ENS (4) -- Plotted: 7/15/2025 1:19 AM By: KRISTEN VAN HOOSIER







LEGEND

- EX. RIGHT-OF-WAY
- PR. RIGHT-OF-WAY
- TEMP. CONST. ESMT.
- EX. EDGE OF PAVEMENT
- PR. EDGE OF PAVEMENT
- ULTIMATE PAVEMENT
- W EX. WATER
- PR. WATER
- WW EX. WASTEWATER
- SD EX. STORM DRAIN
- PR. STORM DRAIN
- G EX. GAS LINE
- OE EX. OVERHEAD ELECTRIC
- OC EX. OVERHEAD CABLE
- OH EX. OVERHEAD UTILITIES
- OT EX. OVERHEAD TELECOM
- UT EX. U.G. TELECOM
- UE EX. U.G. ELECTRIC
- EX. FENCE
- EX. WATER T.B.A
- EX. WATER VALVE
- PR. WATER VALVE
- EX. FIRE HYDRANT
- PR. FIRE HYDRANT
- W EX. WATER METER
- PR. AIR RELEASE VALVE
- FUTURE ULTIMATE ROAD PAVEMENT

GENERAL NOTES:

1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MIGHT BE OCCASIONED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. WHEN THE CONTRACTOR IS USING TRENCHLESS INSTALLATION METHODS, THE CONTRACTOR SHALL LOCATE ALL UTILITIES FOR THE ENTIRE LENGTH OF THE INSTALLATION PRIOR TO ANY ACTIVITIES. ANY DISCREPANCIES FROM WHAT IS SHOWN SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER.
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3. EXISTING 2", 3", 8", 12", AND 15" WATER MAINS ARE TO BE PROTECTED AND REMAIN IN SERVICE UNTIL THE NEW MAINS ARE CONSTRUCTED, TESTED, APPROVED AND SERVICE LINES RECONNECTED AND THE NEW MAIN IS PLACED IN SERVICE.
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7. REMOVAL AND REPLACEMENT OF FENCES AND GATES ON PROPERTY ASSOCIATED WITH WATERLINE INSTALLATIONS SHALL BE SUBSIDIARY TO THE COST OF PIPE.
8. WATERLINES TO BE INSTALLED PRIOR TO ROADWAY CONSTRUCTION. MINIMUM DEPTH OF COVER SHOWN IS TO FINISHED GRADE. CONTRACTOR SHALL INSTALL VALVES AND HYDRANTS AS SHOWN. ADJUSTMENTS TO FINISHED GRADE MAY BE NECESSARY DURING ROADWAY CONSTRUCTION.
9. CONTRACTOR TO VERIFY SIZES OF WATER LINES, SERVICE LINES, AND METERS PRIOR TO INSTALLATION AND NOTIFY ENGINEER OF ANY DISCREPANCIES

XXX.X GRADE
XXX.XX FLOW LINE

PROFILE SCALE
1"=40' HORIZ.
1"=4' VERT.

REV. NO.	REVISION DESCRIPTION	APPROVED BY:	DATE
1	UPDATED TITLE DUE TO ADDL SHEET	KV	7/9/2025

CobbFendley
TBPELS ENGINEERING FIRM NO. F-274, LAND SURVEYING FIRM NO. 10046701
9800 N MOPAC EXPRESSWAY, SUITE 800
AUSTIN, TEXAS 78759
512.834.9789 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

ESC - SHEET 6 OF 15

CR 255 WL RELOCATIONS
GEORGETOWN, TEXAS

WILCO TEXAS

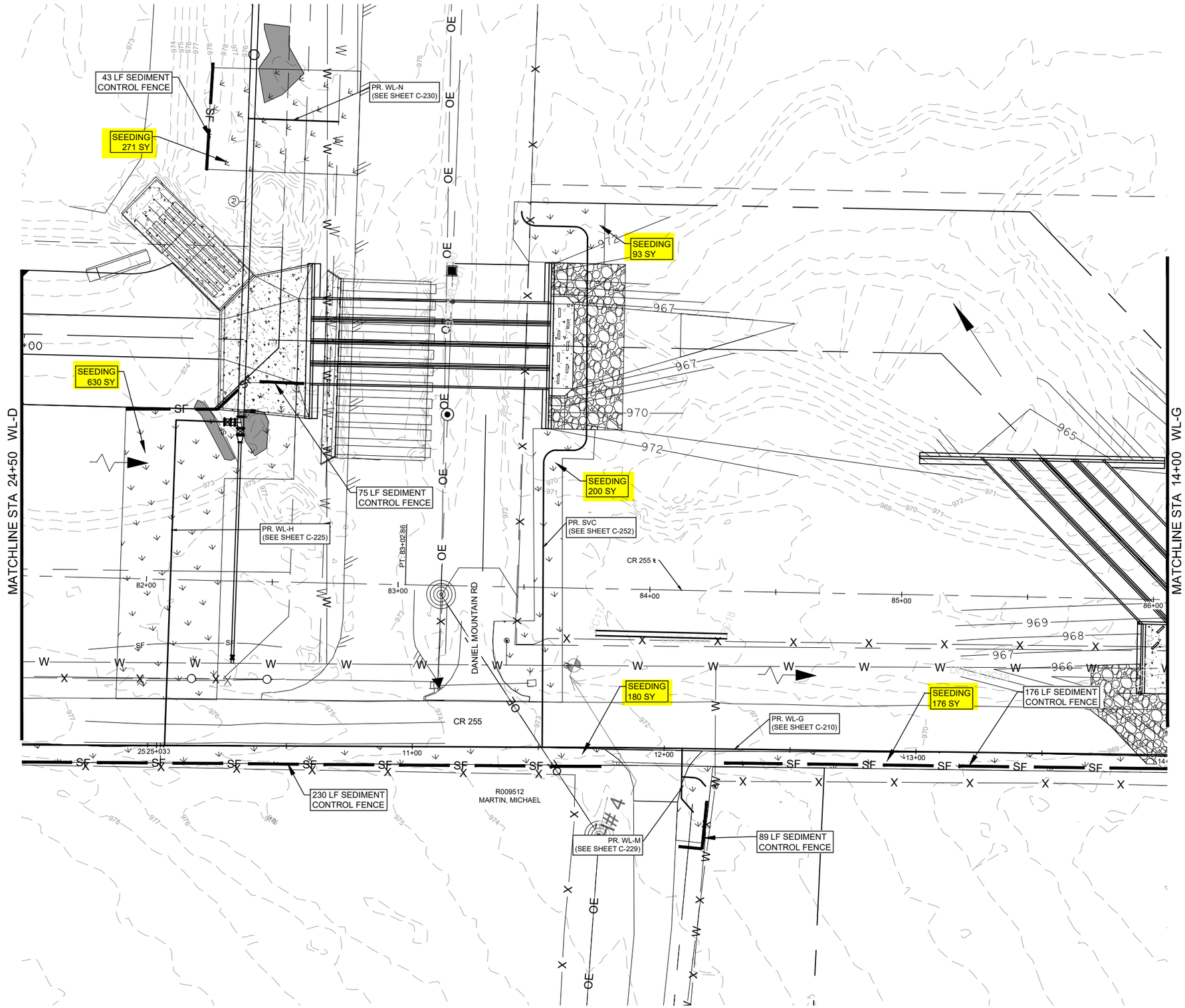
PROJ. NO. 1903-108-05
DESIGN: C. DRULIAS
DRAWN: C. DRULIAS
CHECK: C. WEEKS
APPR: K. VAN HOOSIER
DATE: JULY 15, 2025

STATE OF TEXAS
KRISTEN VAN HOOSIER
136882
LICENSED
PROFESSIONAL ENGINEER
7/15/2025

THESE DESIGN DOCUMENTS ARE NOT TO BE USED FOR CONSTRUCTION PRIOR TO REGULATORY SIGNATURE AND PERMIT.

SHEET
C-106

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\47_CR255\01\DESIGN\C-101-ENS.dwg - Tab: ENS (5) - Plotted: 7/15/2025 1:20 AM By: KRISTEN VAN HOOSIER



N

0 20' 40'

SCALE: 1" = 40'

LEGEND

- EX. RIGHT-OF-WAY
- PR. RIGHT-OF-WAY
- TEMP. CONST. ESMT.
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- PR. EDGE OF PAVEMENT
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- EX. WATER VALVE
- PR. WATER VALVE
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- PR. FIRE HYDRANT
- EX. WATER METER
- PR. AIR RELEASE VALVE
- FUTURE ULTIMATE ROAD PAVEMENT

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XXX.X GRADE
XXX.XX FLOW LINE

PROFILE SCALE
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1"=4' VERT.

REV. NO.	REVISION DESCRIPTION	APPROVED BY:	DATE
1	UPDATED TITLE DUE TO ADDL SHEET	KV	7/9/2025

CobbFendley
TBPELS ENGINEERING FIRM NO. F-274, LAND SURVEYING FIRM NO. 10046701
9600 N MOPAC EXPRESSWAY, SUITE 800
AUSTIN, TEXAS 78759
512.834.9789 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

ESC - SHEET 7 OF 15

CR 255 WL RELOCATIONS
GEORGETOWN, TEXAS

WILCO TEXAS

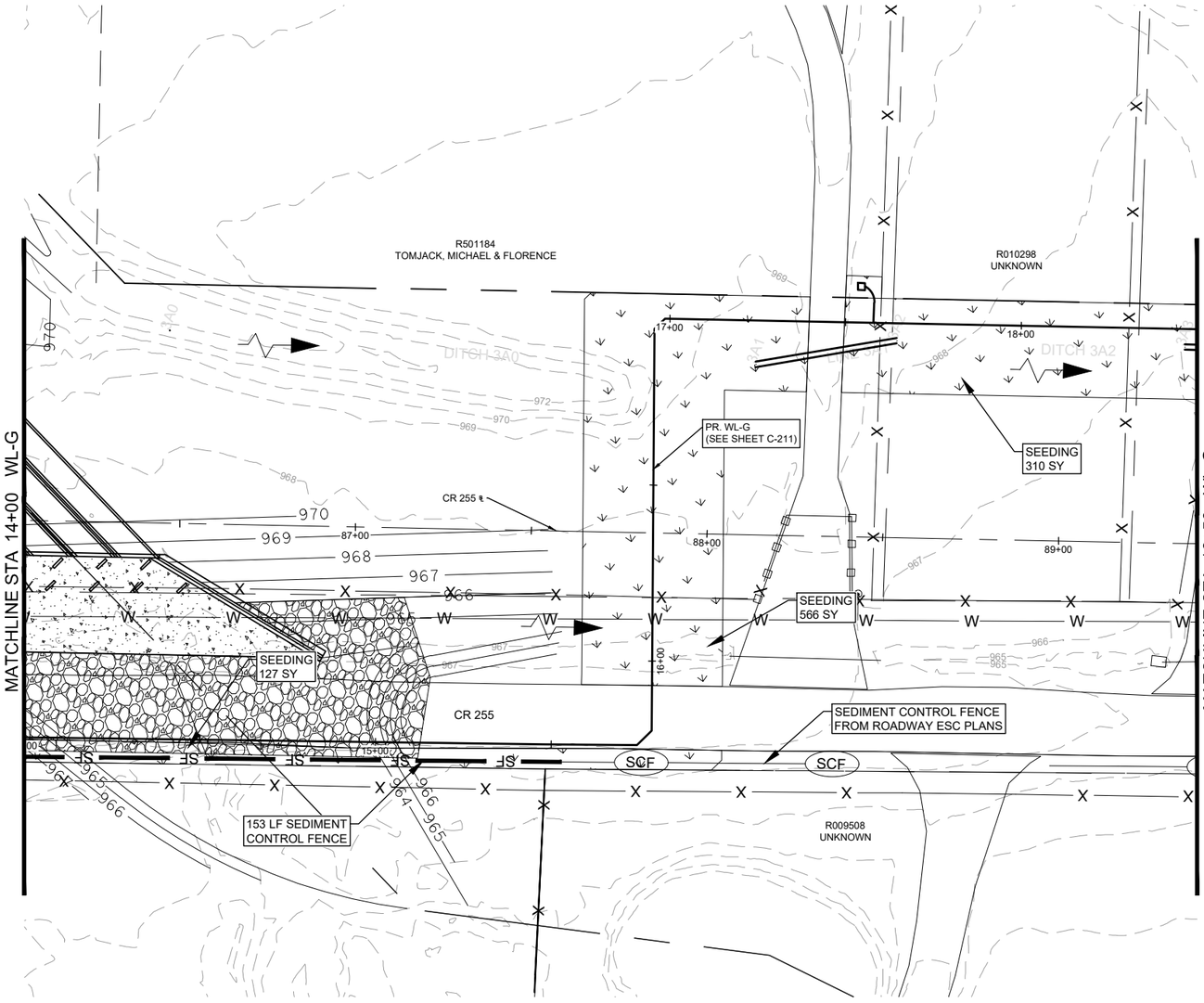
PROJ. NO. 1903-108-05
DESIGN: C. DRULIAS
DRAWN: C. DRULIAS
CHECK: C. WEEKS
APPR: K. VAN HOOSIER
DATE: JULY 15, 2025

STATE OF TEXAS
KRISTEN VAN HOOSIER
136882
LICENSED
ENGINEER
7/15/2025

THESE DESIGN DOCUMENTS ARE NOT TO BE USED FOR CONSTRUCTION PRIOR TO REGULATORY SIGNATURE AND PERMIT

SHEET
C-107

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\47_CR255\01\DESIGN\C-101-ENS.dwg – Tab: ENS (6) – Plotted: 7/15/2025 1:21 AM By: KRISTEN VAN HOOSIER



0 20' 40'
SCALE: 1" = 40'

LEGEND

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- TEMP. CONST. ESMT.
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XXX.X GRADE
XXX.XX FLOW LINE

PROFILE SCALE
1"=40' HORIZ.
1"=4' VERT.

REV. NO.	REVISION DESCRIPTION	APPROVED BY:	DATE
1	UPDATED TITLE DUE TO ADDL SHEET	KV	7/9/2025

CobbFendley
TBPELS ENGINEERING FIRM NO. F-274, LAND SURVEYING FIRM NO. 10046701
9600 N MOPAC EXPRESSWAY, SUITE 800
AUSTIN, TEXAS 78759
512.834.9789 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

ESC - SHEET 8 OF 15

CR 255 WL RELOCATIONS
GEORGETOWN, TEXAS

WILCO TEXAS

PROJ. NO. 1903-108-05
DESIGN: C. DRULIAS
DRAWN: C. DRULIAS
CHECK: C. WEEKS
APPR: K. VAN HOOSIER
DATE: JULY 15, 2025

STATE OF TEXAS
KRISTEN VAN HOOSIER
136882
LICENSED
PROFESSIONAL ENGINEER
7/15/2025

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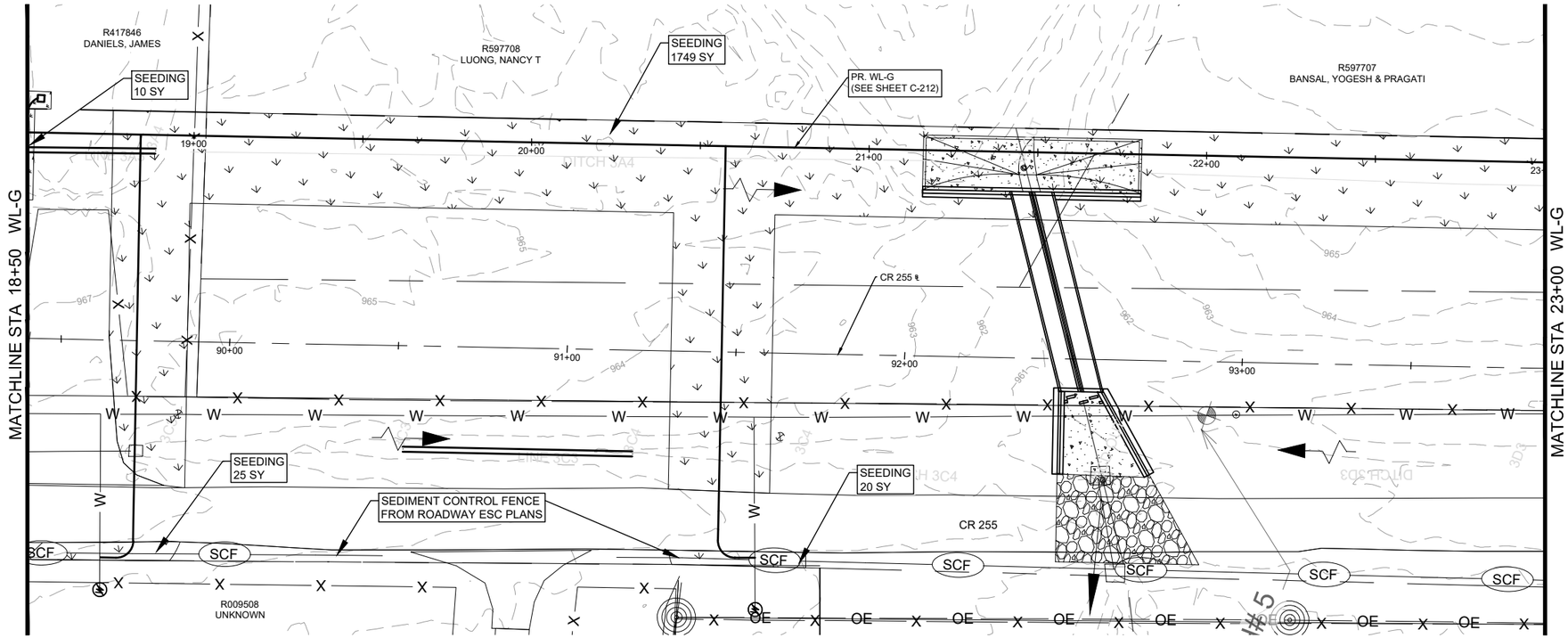
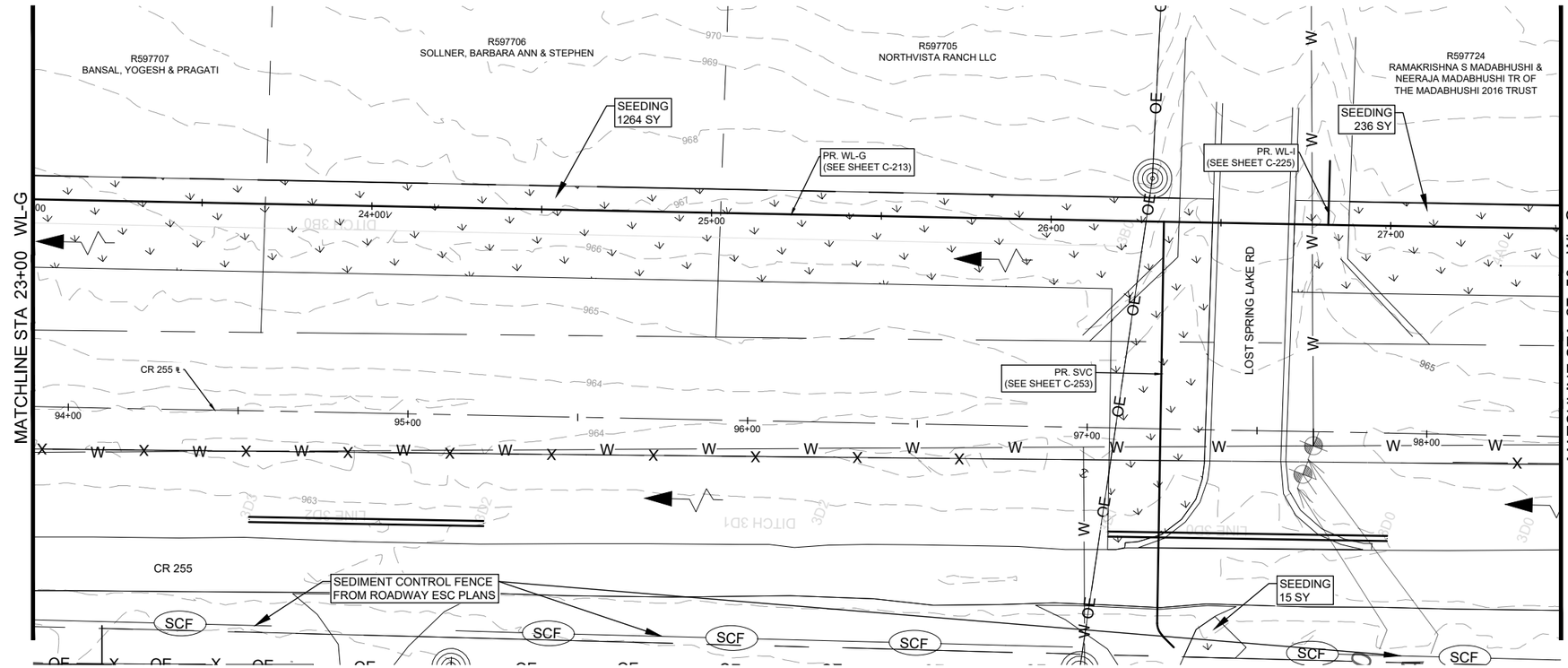
SHEET
C-108

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\47_CR255\01\DESIGN\C-101-ENS.dwg - Tab: ENS (7) - Plotted: 7/15/2025 1:22 AM By: KRISTEN VAN HOOSIER





N

0 20' 40'

SCALE: 1" = 40'

LEGEND

- EX. RIGHT-OF-WAY
- PR. RIGHT-OF-WAY
- TEMP. CONST. ESMT.
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ESC - SHEET 9 OF 15

CR 255 WL RELOCATIONS
GEORGETOWN, TEXAS

WILCO TEXAS

PROJ. NO. 1903-108-05
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STATE OF TEXAS
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SHEET
C-109

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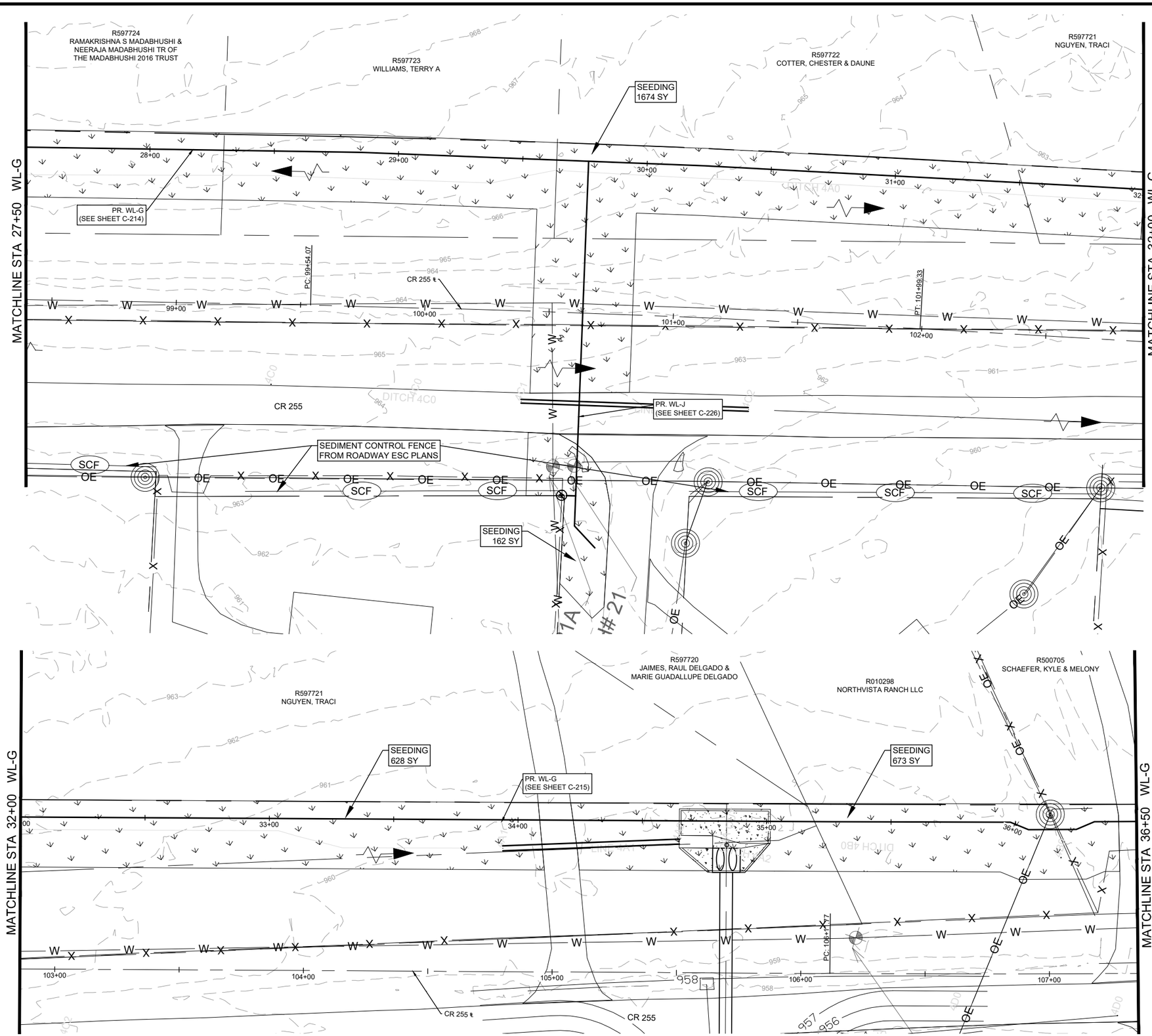

0 20' 40'
SCALE: 1" = 40'

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9. CONTRACTOR TO VERIFY SIZES OF WATER LINES, SERVICE LINES, AND METERS PRIOR TO INSTALLATION AND NOTIFY ENGINEER OF ANY DISCREPANCIES

XXX.X GRADE
XXX.XX FLOW LINE

PROFILE SCALE
1"=40' HORIZ.
1"=4' VERT.

REV. NO.	REVISION DESCRIPTION	APPROVED BY:	DATE
1	UPDATED TITLE DUE TO ADDL SHEET	KV	7/9/2025

CobbFendley
TBPELS ENGINEERING FIRM NO. F-274, LAND SURVEYING FIRM NO. 10046703
9900 N MOPAC EXPRESSWAY, SUITE 800
AUSTIN, TEXAS 78759
512.834.9789 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

ESC - SHEET 10 OF 15

CR 255 WL RELOCATIONS
GEORGETOWN, TEXAS

WILCO TEXAS

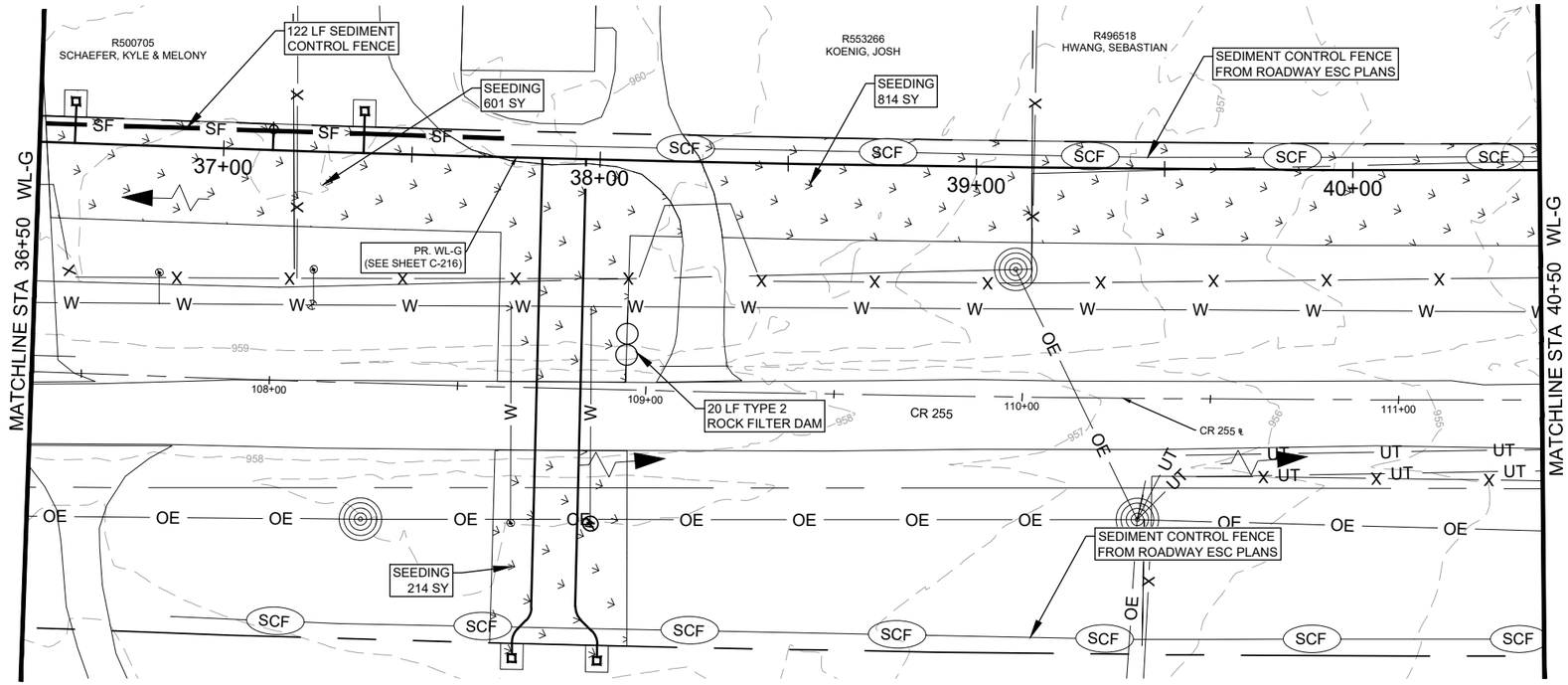
PROJ. NO. 1903-108-05
DESIGN: C. DRULIAS
DRAWN: C. DRULIAS
CHECK: C. WEEKS
APPR: K. VAN HOOSIER
DATE: JULY 15, 2025

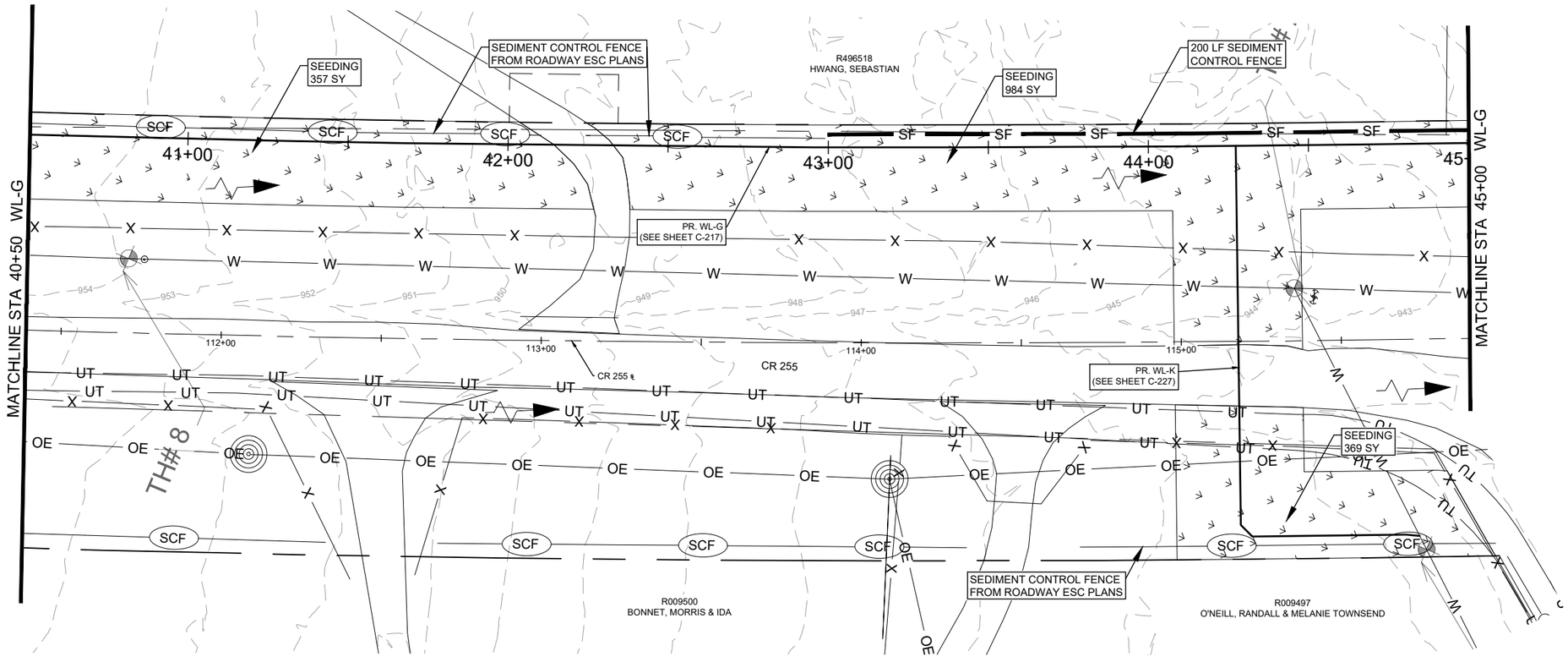
STATE OF TEXAS
KRISTEN VAN HOOSIER
136882
LICENSED
PROFESSIONAL ENGINEER
7/15/2025

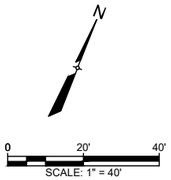
THESE DESIGN DOCUMENTS ARE NOT TO BE USED FOR CONSTRUCTION PRIOR TO REGULATORY SIGNATURE AND PERMIT.

SHEET
C-110

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\47_CR255\01\DESIGN\C-101-ENS.dwg — Tab: ENS (9) — Plotted: 7/15/2025 1:24 AM By: KRISTEN VAN HOOSIER







LEGEND

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- PR. EDGE OF PAVEMENT
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- PR. WATER VALVE
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- PR. FIRE HYDRANT
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- PR. AIR RELEASE VALVE
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1	UPDATED TITLE DUE TO ADDL SHEET	KV	7/9/2025

CobbFendley
TBPELS ENGINEERING FIRM NO. F-274, LAND SURVEYING FIRM NO. 10046701
9600 N MOPAC EXPRESSWAY, SUITE 800
AUSTIN, TEXAS 78759
512.834.9789 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

ESC - SHEET 11 OF 15

CR 255 WL RELOCATIONS
GEORGETOWN, TEXAS

WILCO TEXAS

PROJ. NO. 1903-108-05
DESIGN: C. DRULIAS
DRAWN: C. DRULIAS
CHECK: C. WEEKS
APPR: K. VAN HOOSIER
DATE: JULY 15, 2025

STATE OF TEXAS
KRISTEN VAN HOOSIER
136882
LICENSED
PROFESSIONAL ENGINEER
7/15/2025

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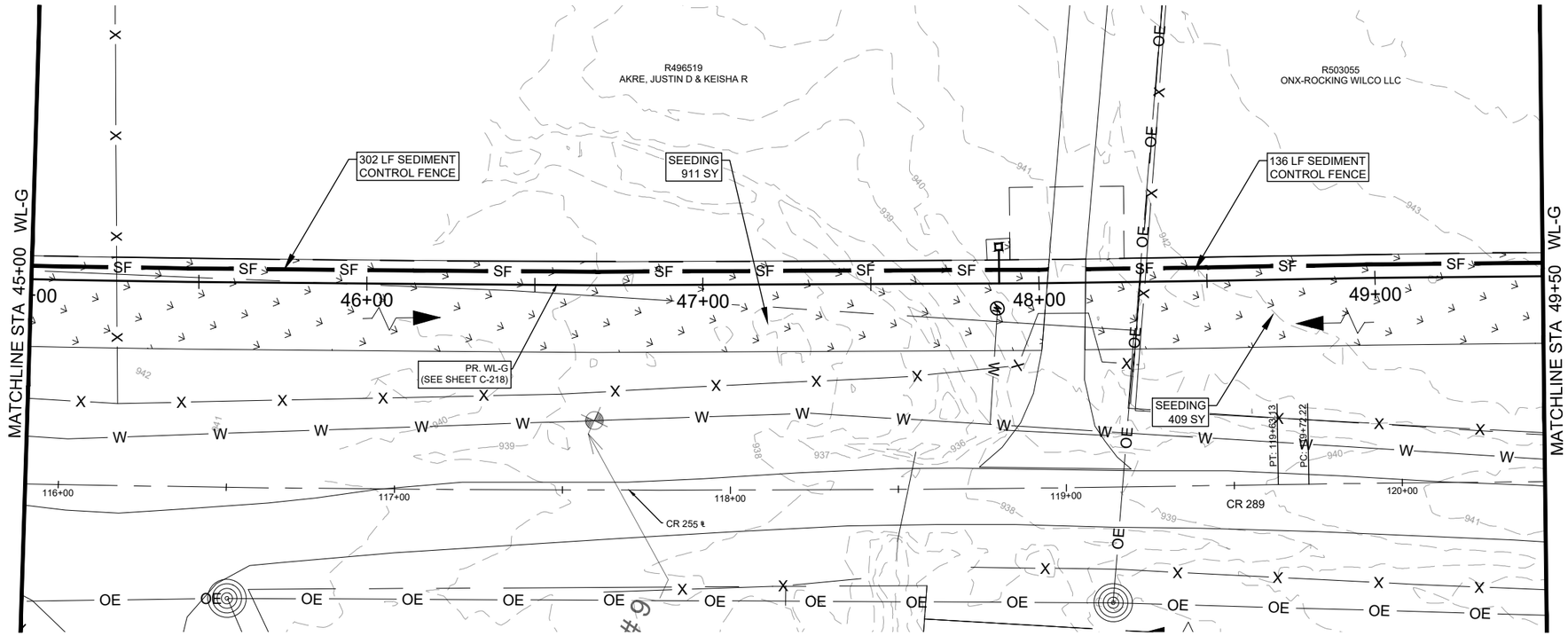
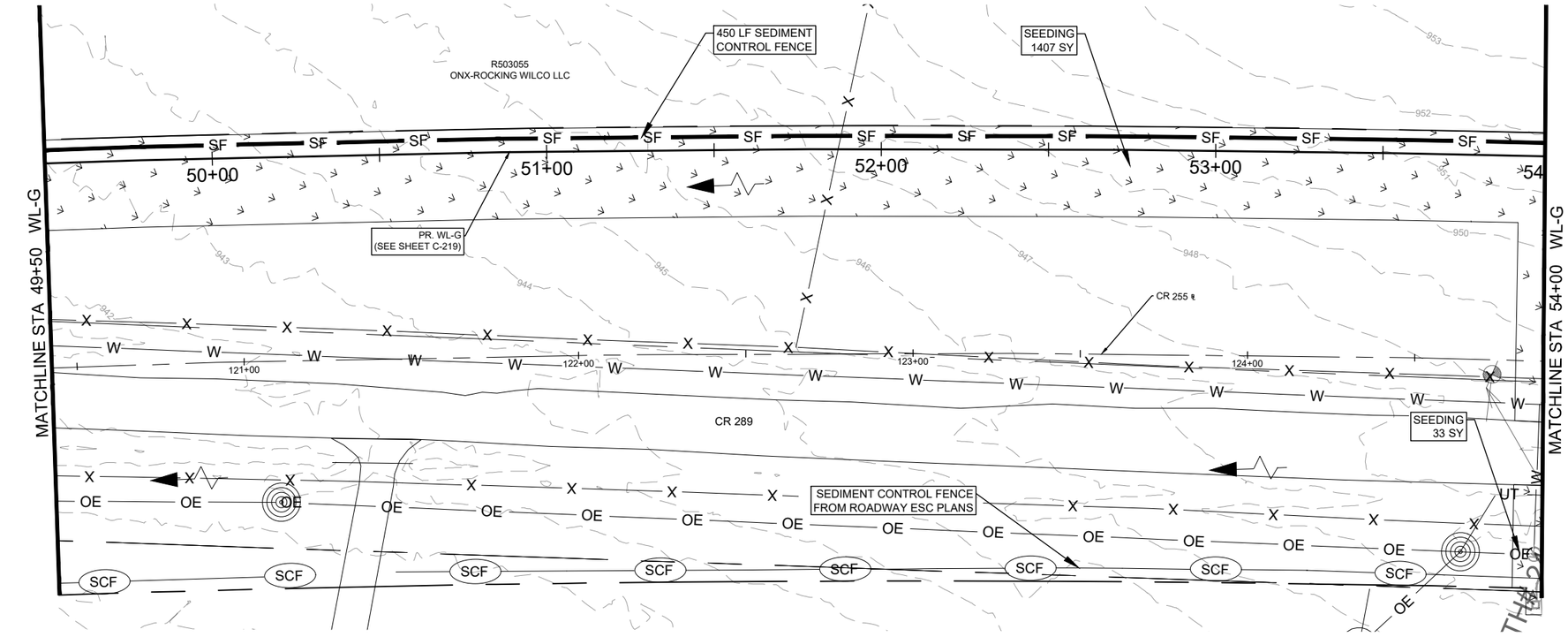
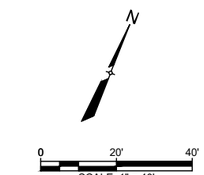
SHEET
C-111

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\47_CR255\01\DESIGN\C-102-ENS.dwg - Tab: ENS (10) - Plotted: 7/15/2025 1:24 AM By: KRISTEN VAN HOOSIER







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CobbFendley
TBPELS ENGINEERING FIRM NO. F-274, LAND SURVEYING FIRM NO. 10046703
9600 N MOPAC EXPRESSWAY, SUITE 800
AUSTIN, TEXAS 78759
512.834.9789 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

ESC - SHEET 12 OF 15

CR 255 WL RELOCATIONS
GEORGETOWN, TEXAS

WILCO TEXAS

PROJ. NO. 1903-108-05
DESIGN: C. DRULIAS
DRAWN: C. DRULIAS
CHECK: C. WEEKS
APPR: K. VAN HOOSIER
DATE: JULY 15, 2025

STATE OF TEXAS
KRISTEN VAN HOOSIER
136882
LICENSED
PROFESSIONAL ENGINEER
7/15/2025

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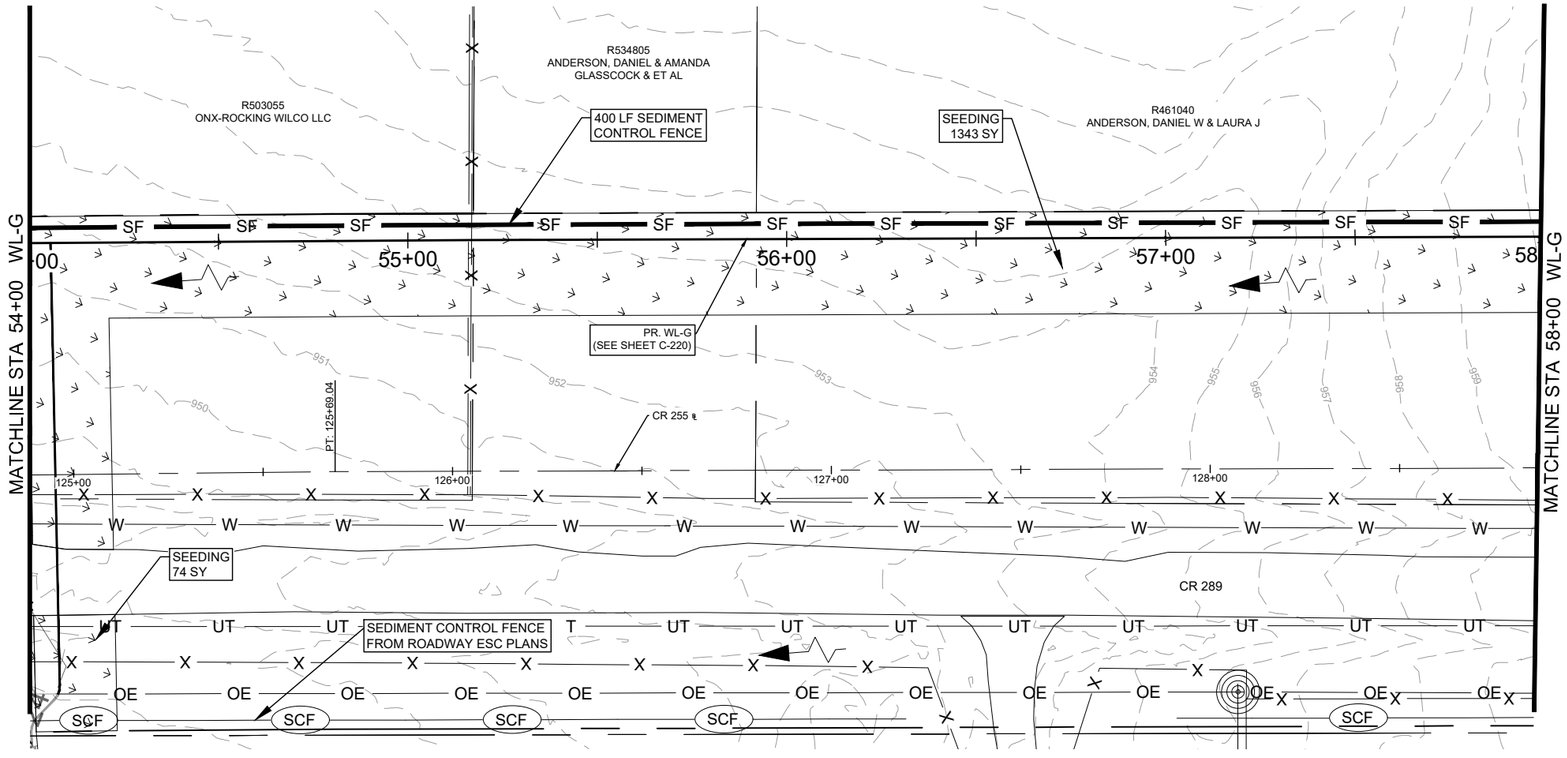
SHEET
C-112

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\47_CR255\01\DESIGN\C-102-ENS.dwg — Tab: ENS (11) — Plotted: 7/15/2025 1:24 AM By: KRISTEN VAN HOOSIER



N

0 20' 40'

SCALE: 1" = 40'

LEGEND

- EX. RIGHT-OF-WAY
- PR. RIGHT-OF-WAY
- TEMP. CONST. ESMT.
- EX. EDGE OF PAVEMENT
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9900 N MOPAC EXPRESSWAY, SUITE 800
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512.834.9789 | FAX 512.834.7727
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ESC - SHEET 13 OF 15

CR 255 WL RELOCATIONS
GEORGETOWN, TEXAS

WILCO TEXAS

PROJ. NO. 1903-108-05
DESIGN: C. DRULIAS
DRAWN: C. DRULIAS
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STATE OF TEXAS
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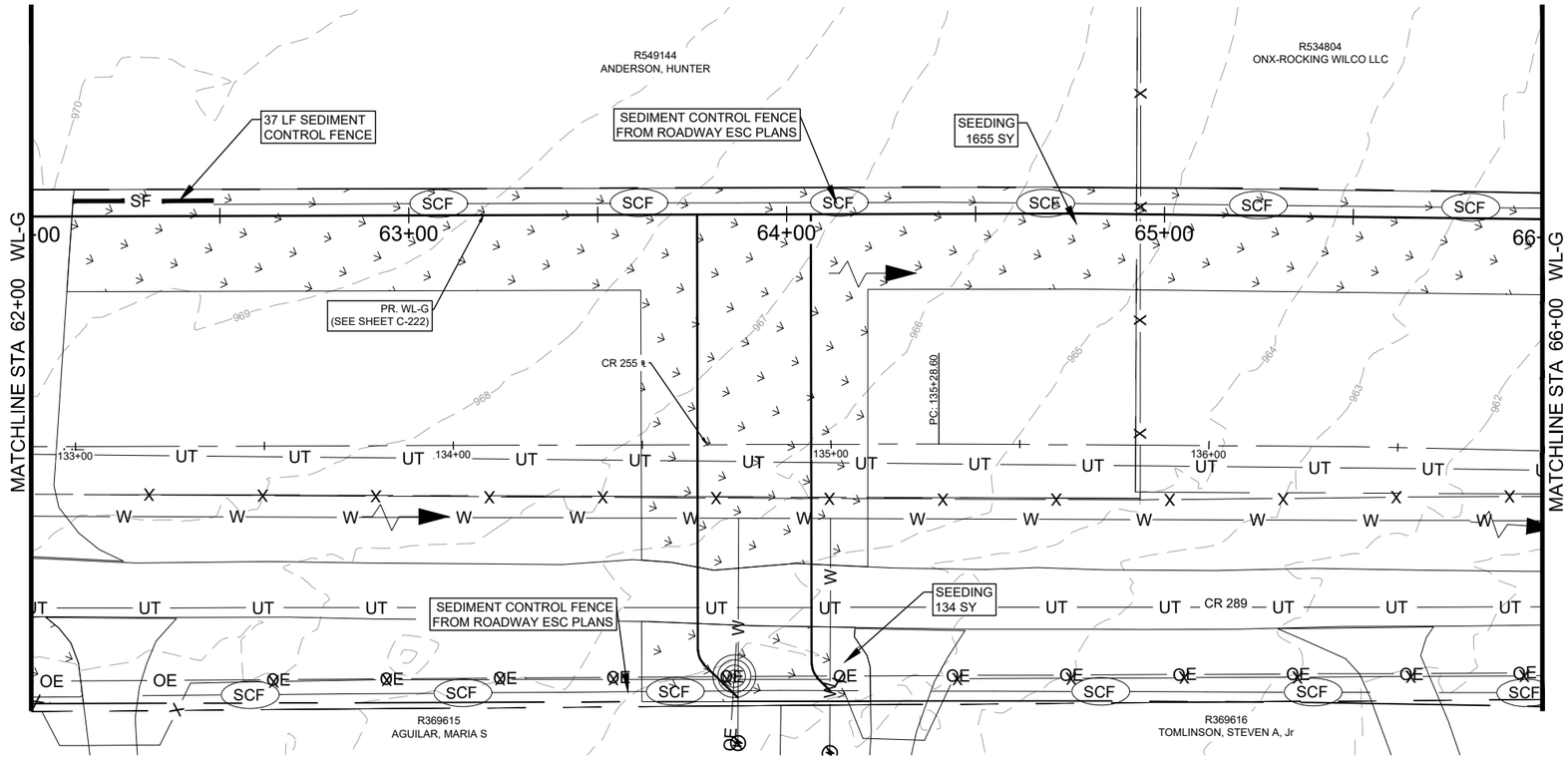
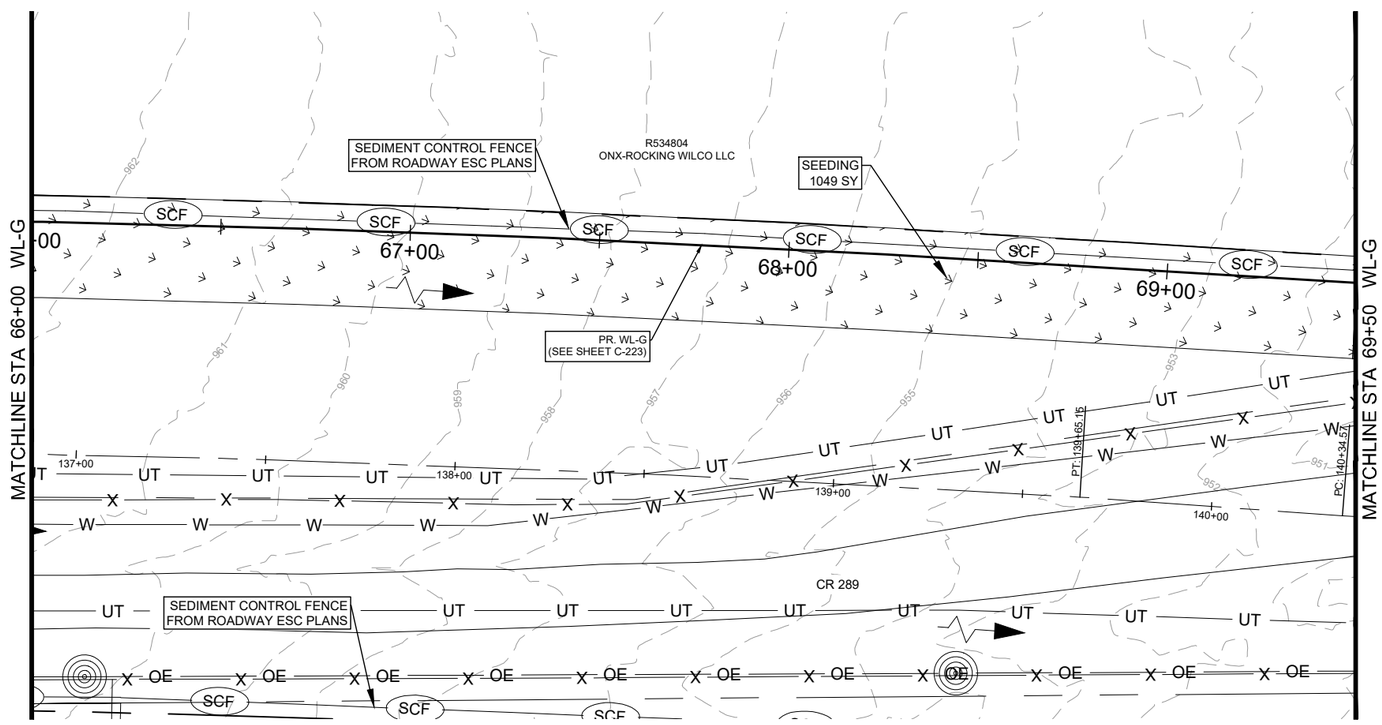
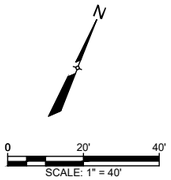
SHEET
C-113

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\47_CR255\01\DESIGN\C-102-ENS.dwg -- Tab: ENS (12) -- Plotted: 7/15/2025 1:25 AM By: KRISTEN VAN HOOSIER







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ESC - SHEET 14 OF 15

CR 255 WL RELOCATIONS
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WILCO TEXAS

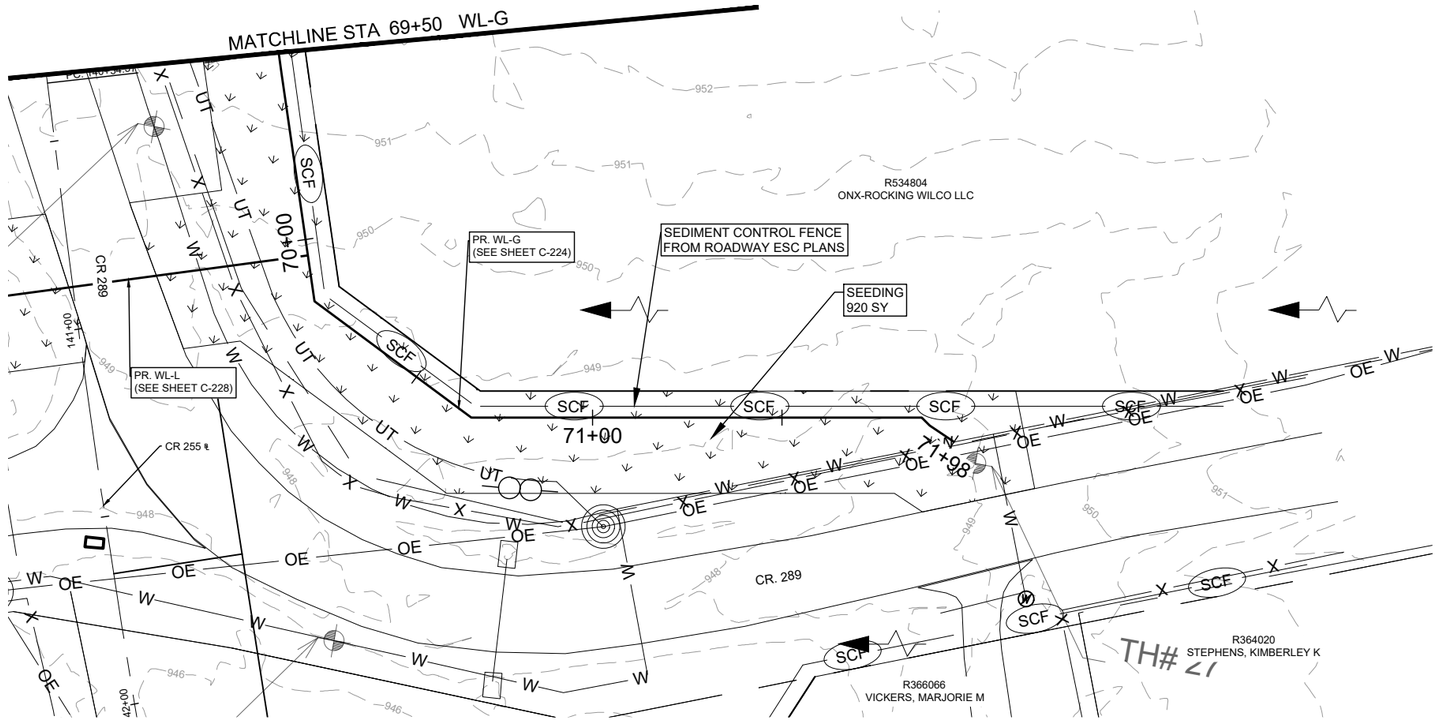
PROJ. NO. 1903-108-05
DESIGN: C. DRULIAS
DRAWN: C. DRULIAS
CHECK: C. WEEKS
APPR: K. VAN HOOSIER
DATE: JULY 15, 2025

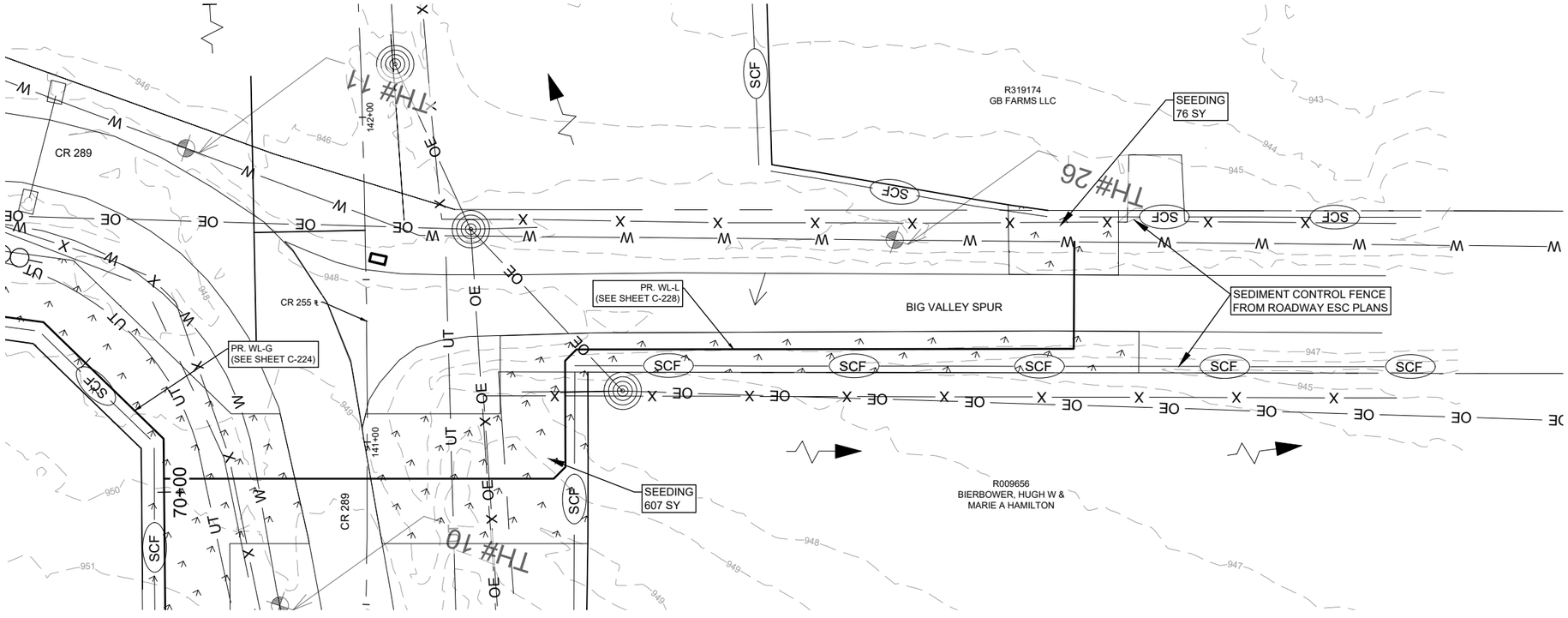
STATE OF TEXAS
KRISTEN VAN HOOSIER
136882
LICENSED
PROFESSIONAL ENGINEER
7/15/2025

THESE DESIGN DOCUMENTS ARE NOT TO BE USED FOR CONSTRUCTION PRIOR TO REGULATORY SIGNATURE AND PERMIT.

SHEET
C-114

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\47_CR255\01\DESIGN\C-102-ENS.dwg - Tab: ENS (13) - Plotted: 7/15/2025 1:25 AM By: KRISTEN VAN HOOSIER





0 20' 40'
SCALE: 1" = 40'

LEGEND

- EX. RIGHT-OF-WAY
- PR. RIGHT-OF-WAY
- TEMP. CONST. ESMT.
- EX. EDGE OF PAVEMENT
- PR. EDGE OF PAVEMENT
- ULTIMATE PAVEMENT
- W — EX. WATER
- PR. WATER
- WW — EX. WASTEWATER
- SD — EX. STORM DRAIN
- PR. STORM DRAIN
- G — EX. GAS LINE
- OE — EX. OVERHEAD ELECTRIC
- OC — EX. OVERHEAD CABLE
- OH — EX. OVERHEAD UTILITIES
- OT — EX. OVERHEAD TELECOM
- UT — EX. U.G. TELECOM
- UE — EX. U.G. ELECTRIC
- EX. FENCE
- EX. WATER T.B.A
- EX. WATER VALVE
- PR. WATER VALVE
- EX. FIRE HYDRANT
- PR. FIRE HYDRANT
- EX. WATER METER
- PR. AIR RELEASE VALVE
- FUTURE ULTIMATE ROAD PAVEMENT

GENERAL NOTES:

1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MIGHT BE OCCASIONED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. WHEN THE CONTRACTOR IS USING TRENCHLESS INSTALLATION METHODS, THE CONTRACTOR SHALL LOCATE ALL UTILITIES FOR THE ENTIRE LENGTH OF THE INSTALLATION PRIOR TO ANY ACTIVITIES. ANY DISCREPANCIES FROM WHAT IS SHOWN SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER.
2. CONTRACTOR TO GIVE CITY OF GEORGETOWN A MINIMUM OF TWO WEEKS NOTICE FOR ALL WATERLINE SHUTDOWNS. SHUTDOWNS MUST OCCUR ONLY DURING THE MONTHS OF DECEMBER, JANUARY, AND FEBRUARY.
3. EXISTING 2", 3", 8", 12", AND 15" WATER MAINS ARE TO BE PROTECTED AND REMAIN IN SERVICE UNTIL THE NEW MAINS ARE CONSTRUCTED, TESTED, APPROVED AND SERVICE LINES RECONNECTED AND THE NEW MAIN IS PLACED IN SERVICE.
4. EXISTING WATER SERVICE LINES AND METERS ARE TO BE PROTECTED AND REMAIN IN SERVICE UNTIL NEW SERVICE LINES ARE CONSTRUCTED, TESTED, APPROVED AND RECONNECTED AND IN SERVICE.
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6. THERE ARE TREES WITHIN THE PROJECT LIMITS. THE CONTRACTOR IS TO PROTECT THE TREE ROOT ZONES DURING CONSTRUCTION. TREE REMOVAL AND REQUIRED MITIGATION ARE NOT COVERED IN THE UTILITY BID ITEMS AND ARE INCLUDED IN THE ROADWAY PS&E.
7. REMOVAL AND REPLACEMENT OF FENCES AND GATES ON PROPERTY ASSOCIATED WITH WATERLINE INSTALLATIONS SHALL BE SUBSIDIARY TO THE COST OF PIPE.
8. WATERLINES TO BE INSTALLED PRIOR TO ROADWAY CONSTRUCTION. MINIMUM DEPTH OF COVER SHOWN IS TO FINISHED GRADE. CONTRACTOR SHALL INSTALL VALVES AND HYDRANTS AS SHOWN. ADJUSTMENTS TO FINISHED GRADE MAY BE NECESSARY DURING ROADWAY CONSTRUCTION.
9. CONTRACTOR TO VERIFY SIZES OF WATER LINES, SERVICE LINES, AND METERS PRIOR TO INSTALLATION AND NOTIFY ENGINEER OF ANY DISCREPANCIES

REV. NO.	REVISION DESCRIPTION	APPROVED BY:	DATE
1	UPDATED TITLE DUE TO ADDL SHEET	KV	7/9/2025

CobbFendley
TBPELS ENGINEERING FIRM NO. F-274, LAND SURVEYING FIRM NO. 10046701
9900 N MOPAC EXPRESSWAY, SUITE 800
AUSTIN, TEXAS 78759
512.834.9789 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

ESC - SHEET 15 OF 15

CR 255 WL RELOCATIONS
GEORGETOWN, TEXAS

WILCO TEXAS

PROJ. NO. 1903-108-05
DESIGN: C. DRULIAS
DRAWN: C. DRULIAS
CHECK: C. WEEKS
APPR: K. VAN HOOSIER
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STATE OF TEXAS
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136882
LICENSED
PROFESSIONAL ENGINEER
7/15/2025

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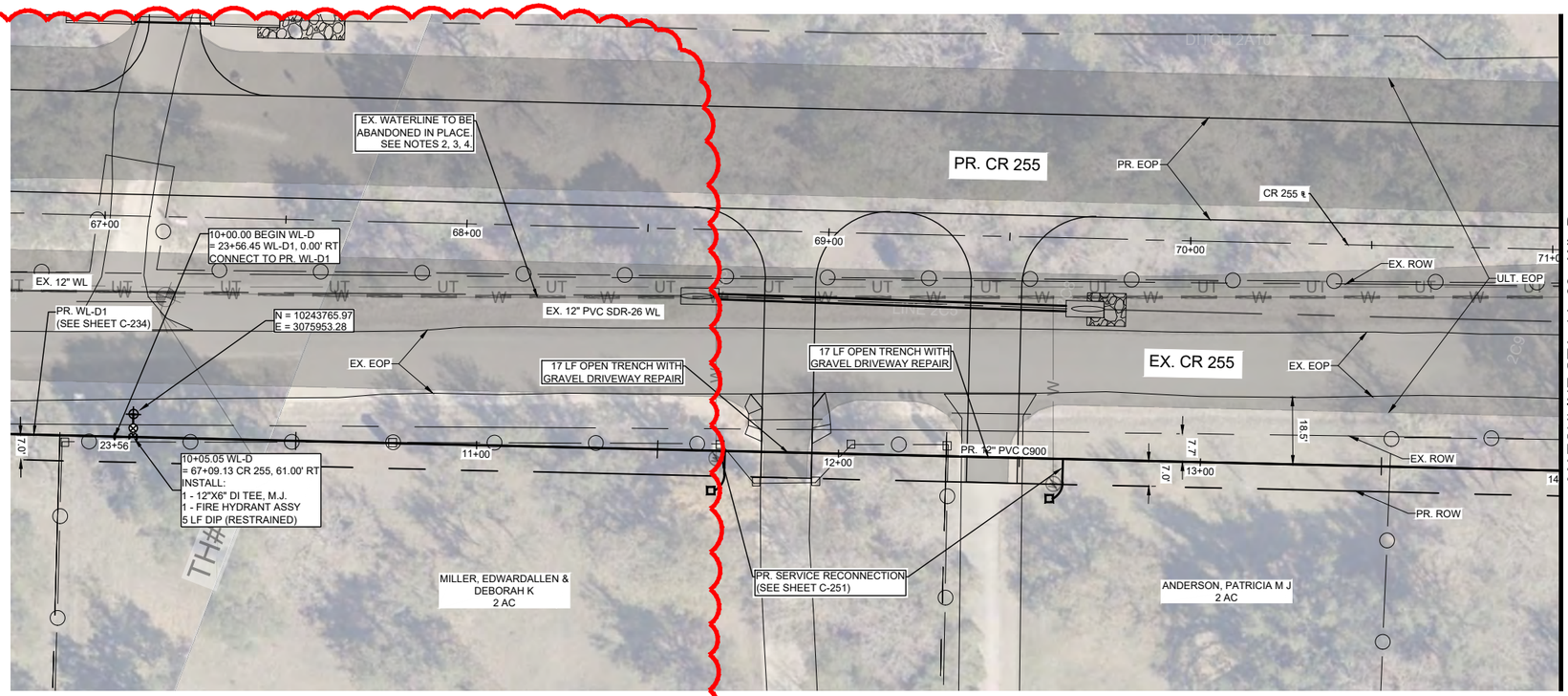
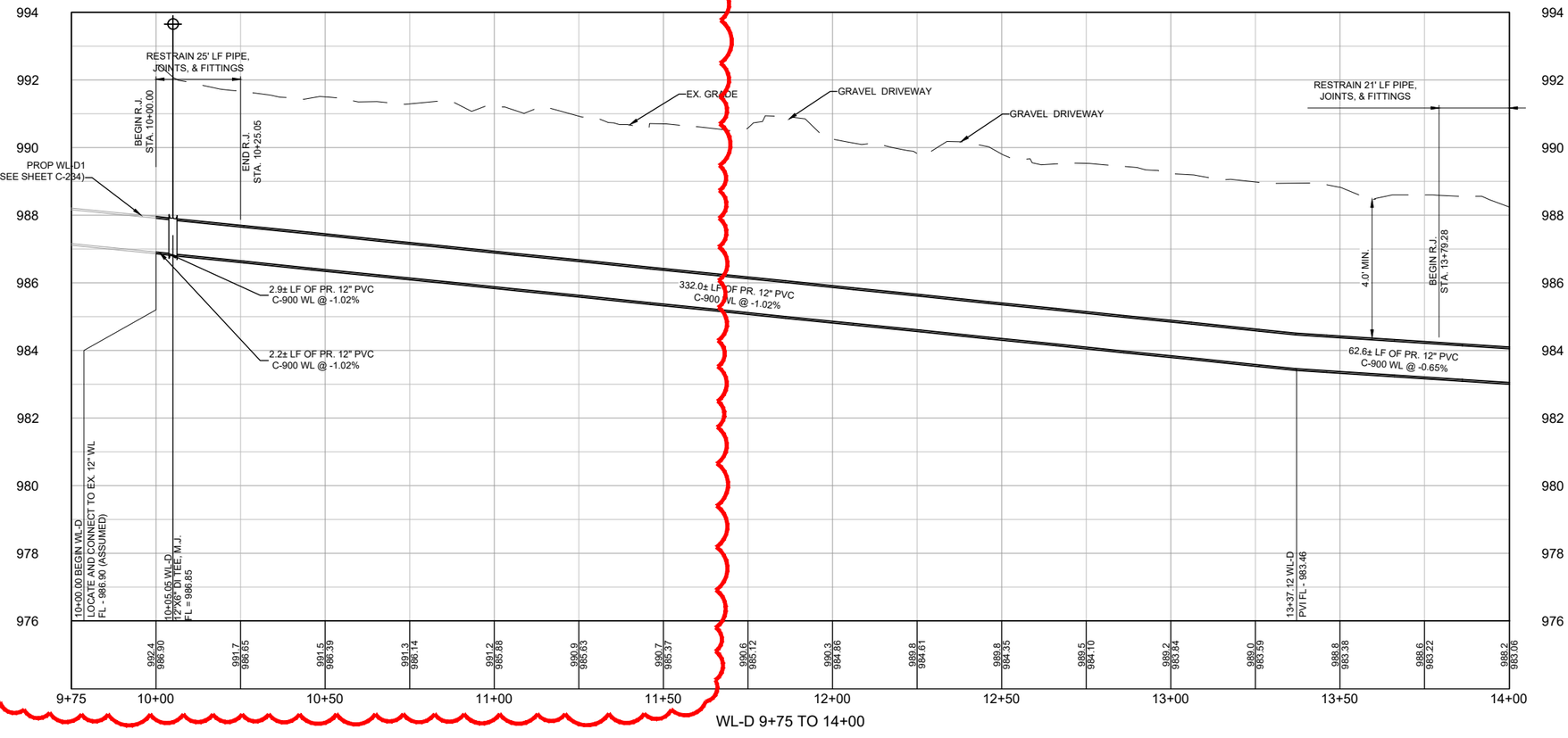
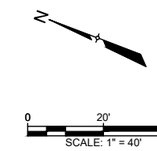
SHEET
C-115

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\47_CR255\01\DESIGN\C-102-ENS.dwg — Tab: ENS (14) — Plotted: 7/15/2025 1:25 AM By: KRISTEN VAN HOOSIER





WL-D 9+75 TO 14+00



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XXX.X GRADE
XXX.XX FLOW LINE

PROFILE SCALE
1"=40' HORIZ.
1"=4' VERT.

REV. NO.	REVISION DESCRIPTION	APPROVED BY:	DATE
1	REVISED DESIGN DUE TO FIELD FINDINGS	KV	7/9/2025

CobbFendley
TBPELS ENGINEERING FIRM NO. F-274, LAND SURVEYING FIRM NO. 10046701
9900 N MOPAC EXPRESSWAY, SUITE 800
AUSTIN, TEXAS 78759
512.834.9789 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

WATERLINE "D" - STA. 10+00 TO 14+00
PLAN AND PROFILE
CR 255 WL RELOCATIONS
GEORGETOWN, TEXAS

WILCO TEXAS

PROJ. NO. 1903-108-05
DESIGN: C. DRULIAS
DRAWN: C. DRULIAS
CHECK: C. WEEKS
APPR: K. VAN HOOSIER
DATE: JULY 15, 2025

STATE OF TEXAS
KRISTEN VAN HOOSIER
136882
LICENSED
PROFESSIONAL ENGINEER
7/31/2025

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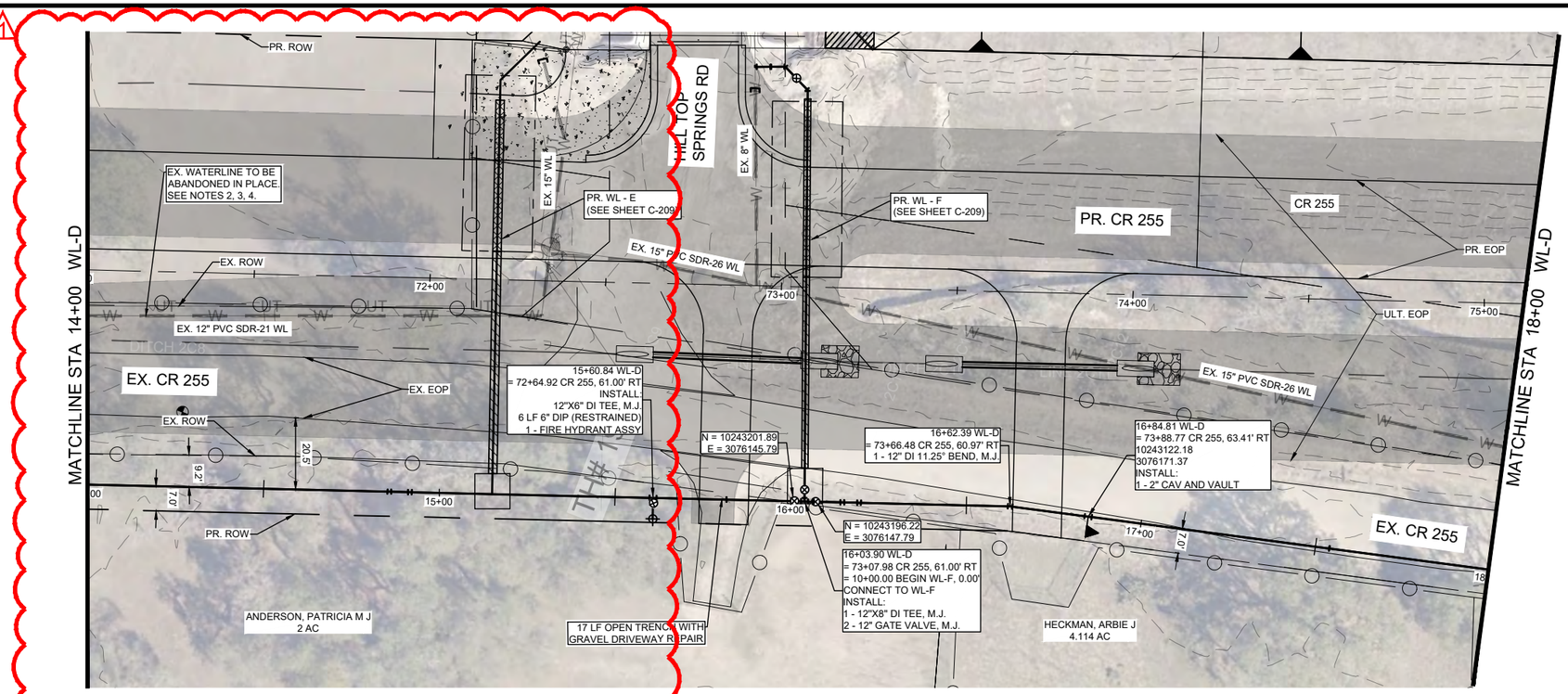
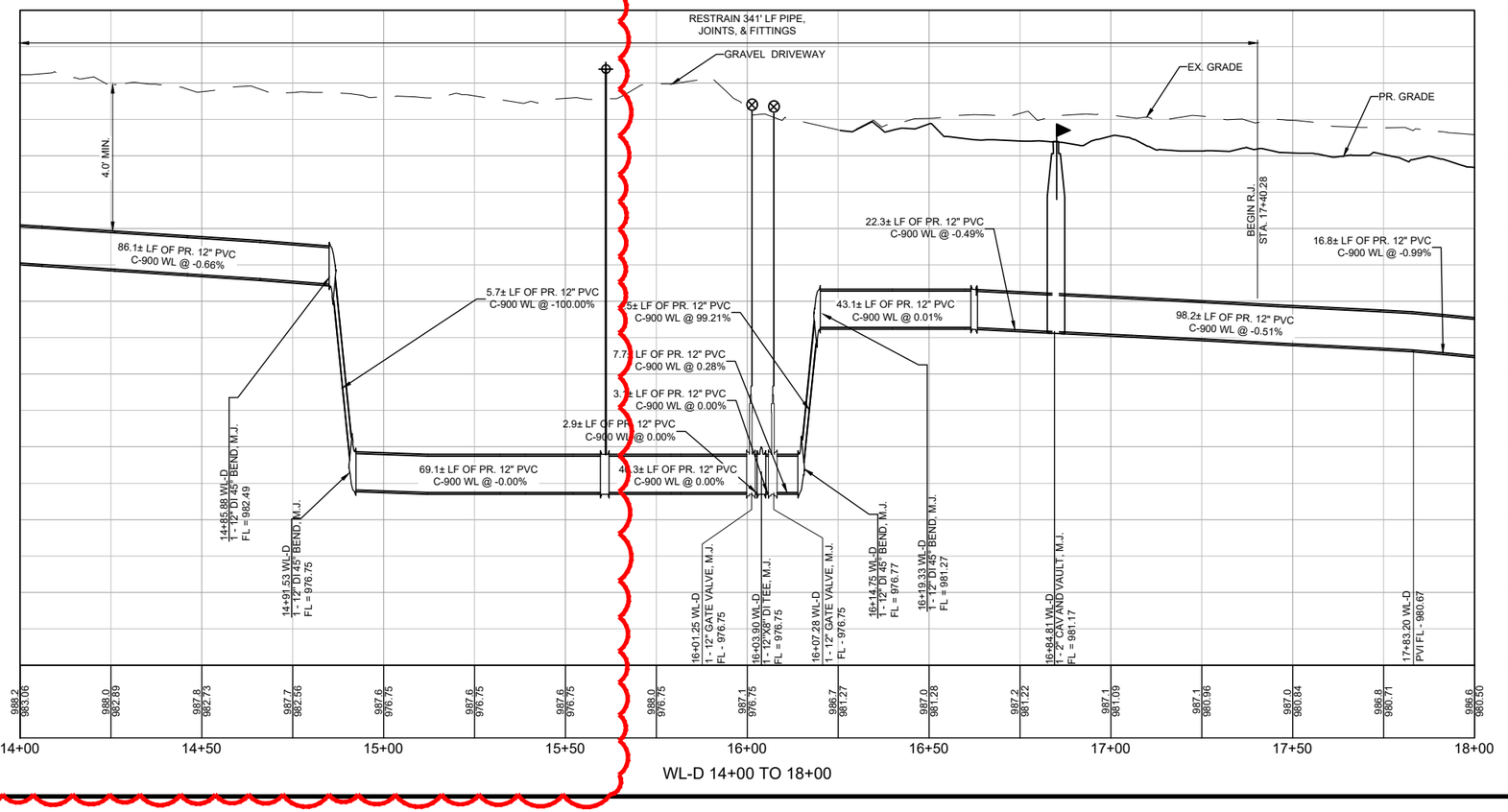
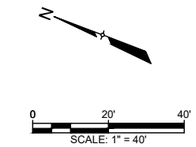
SHEET
C-205

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\47_CR255\01\DESIGN\XREF\C-NP-WATR-D-E-F.dwg — Tab: WL-D — Plotted: 7/31/2025 1:19 PM By: KRISTEN VAN HOOSIER







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PROFILE SCALE
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1"=4' VERT.

REV. NO.	REVISION DESCRIPTION	APPROVED BY:	DATE
1	REVISED DESIGN DUE TO CITY DIRECTION	KV	7/9/2025

CobbFendley
TBPELS ENGINEERING FIRM NO. F-274, LAND SURVEYING FIRM NO. 10061701
9900 N MOPAC EXPRESSWAY, SUITE 800
AUSTIN, TEXAS 78759
512.834.9789 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

WATERLINE "D" - STA. 14+00 TO 18+00 PLAN AND PROFILE

CR 255 WL RELOCATIONS GEORGETOWN, TEXAS

WILCO TEXAS

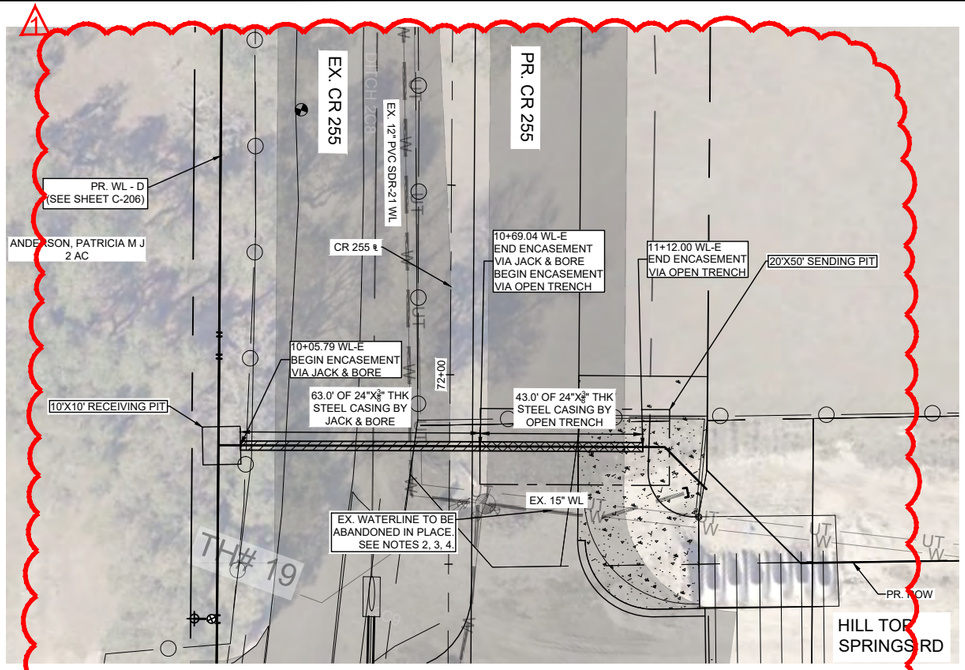
PROJ. NO. 1903-108-05
DESIGN: R. NEWTON
DRAWN: O. SAENZ
CHECK: C. WEEKS
APPR: K. VAN HOOSIER
DATE: JULY 15, 2025

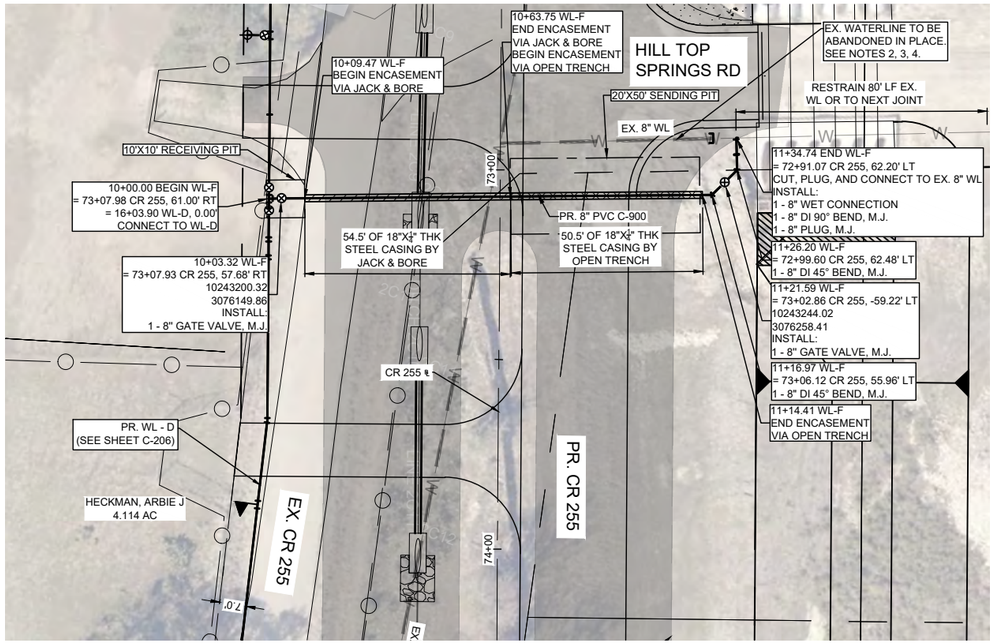
STATE OF TEXAS
KRISTEN VAN HOOSIER
136682
LICENSED
PROFESSIONAL ENGINEER
7/31/2025

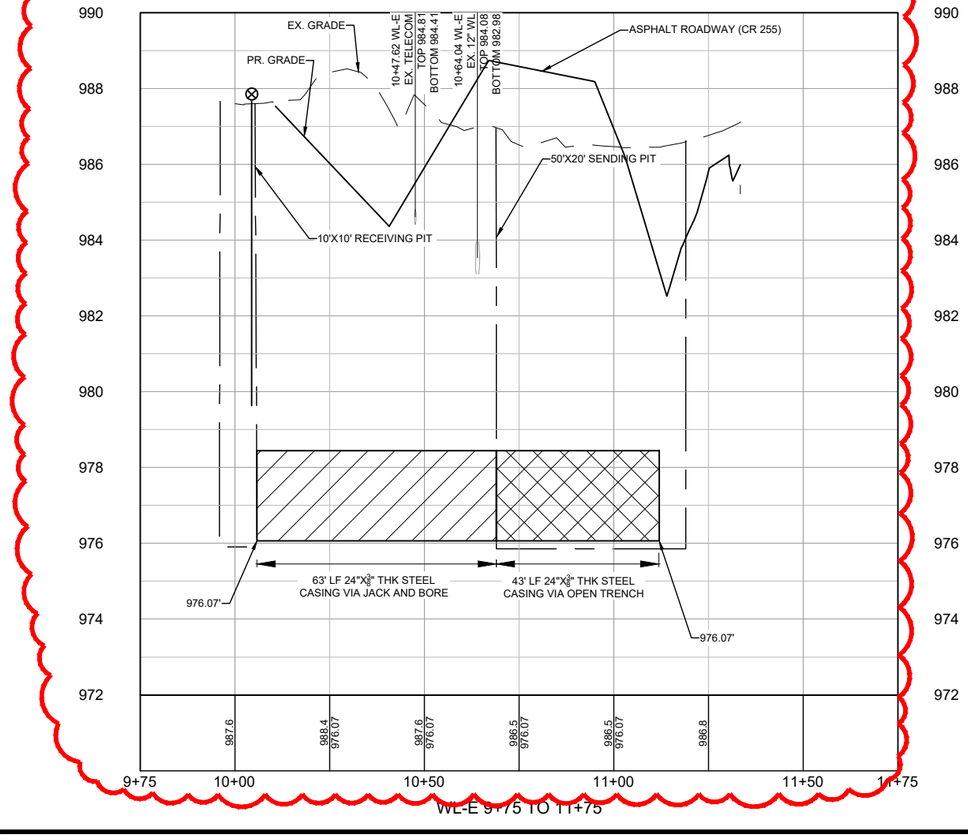
THESE DESIGN DOCUMENTS ARE NOT TO BE USED FOR CONSTRUCTION PRIOR TO REGULATORY SIGNATURE AND PERMIT.

SHEET
C-206

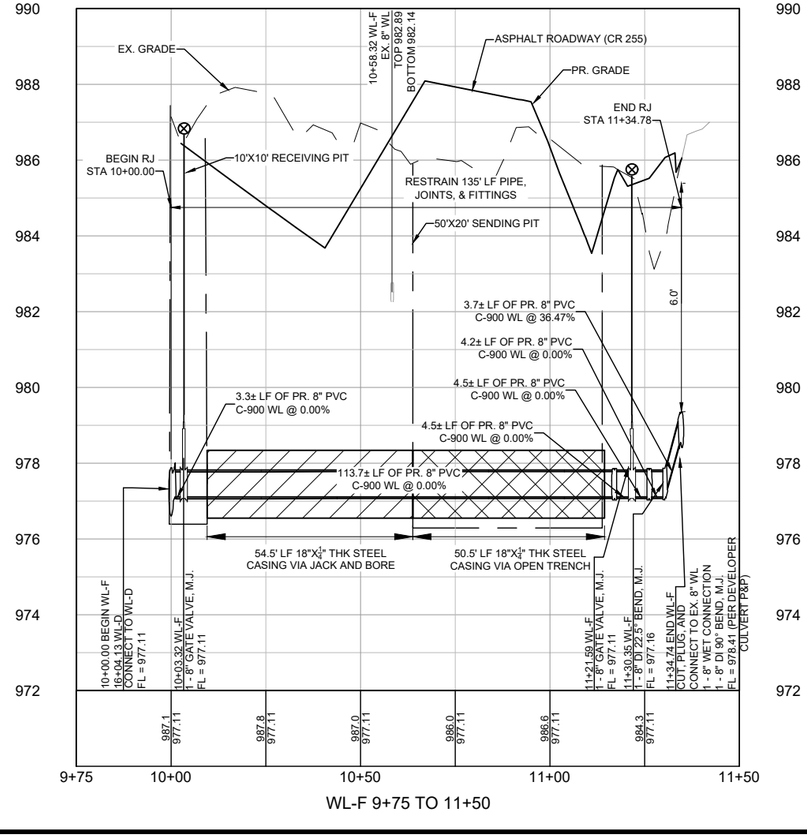
Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\WUN\47_CR255\01\DESIGN\XREF\C-NP-WATR-D-E-F.dwg — Tab: WATERLINE "D" — STA. 14+00 TO 18+00 PLAN AND PROFILE — Plotted: 7/31/2025 1:19 PM By: KRISTEN VAN HOOSIER



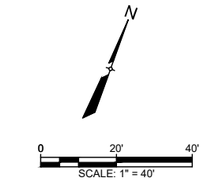




WL-E 9+75 TO 11+75



WL-F 9+75 TO 11+50



LEGEND

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1"=4' VERT.

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9900 N MOPAC EXPRESSWAY, SUITE 800
AUSTIN, TEXAS 78759
512.834.9789 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

WATERLINE "E" & "F" - STA. 10+00 TO END PLAN AND PROFILE

CR 255 WL RELOCATIONS
GEORGETOWN, TEXAS

WILCO TEXAS

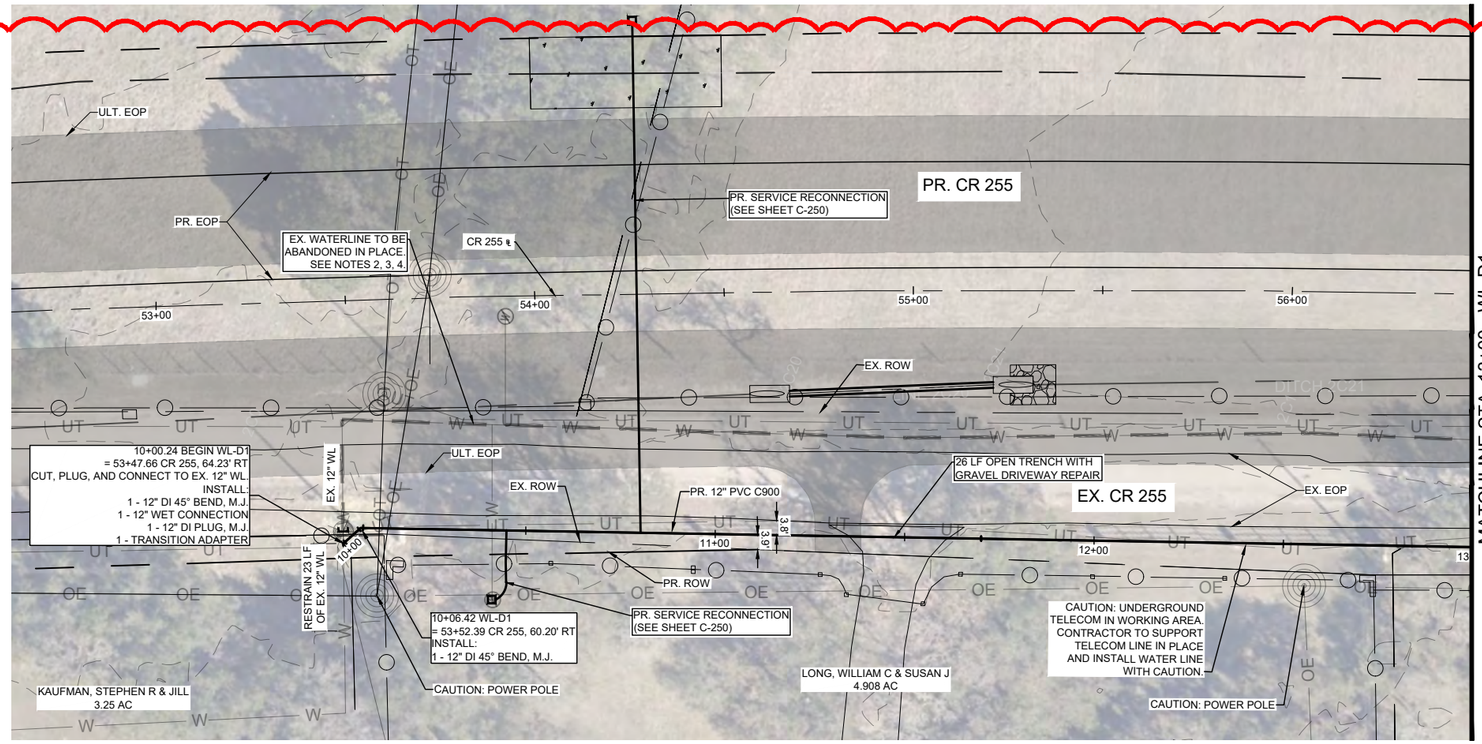
PROJ. NO. 1903-108-05
DESIGN: R. NEWTON
DRAWN: O. SAENZ
CHECK: C. WEEKS
APPR: K. VAN HOOSIER
DATE: JULY 15, 2025

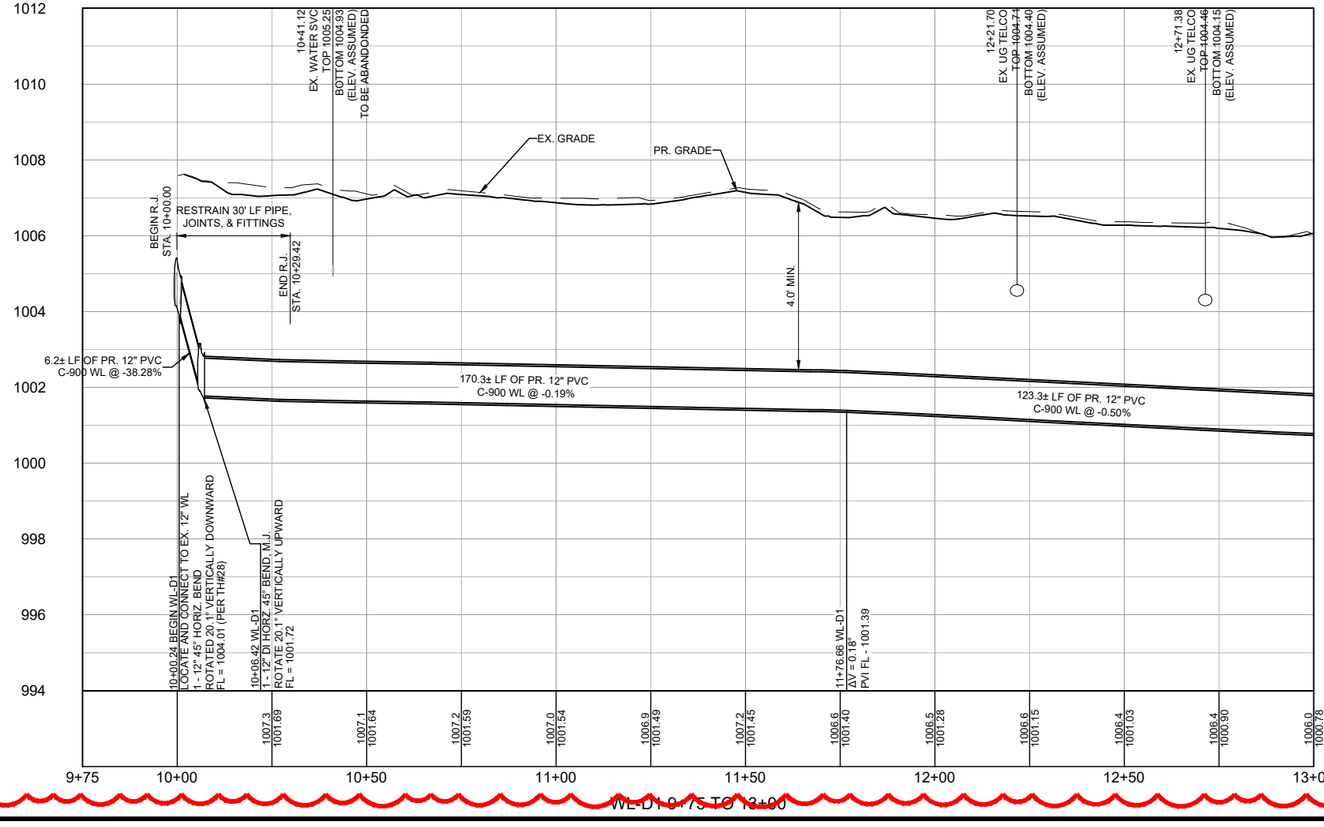
STATE OF TEXAS
KRISTEN VAN HOOSIER
136682
LICENSED
PROFESSIONAL ENGINEER
7/31/2025

THESE DESIGN DOCUMENTS ARE NOT TO BE USED FOR CONSTRUCTION PRIOR TO REGULATORY SIGNATURE AND PERMIT.

SHEET
C-209

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\47_CR255\01\DESIGN\XREF\C-NP-WATR-D-E-F.dwg -- Tab: WATERLINE "E" & "F" -- STA. 10+00 TO END PLAN AND PROFILE -- Plotted: 7/31/2025 1:19 PM By: KRISTEN VAN HOOSIER





LEGEND

- EX. RIGHT-OF-WAY
- PR. RIGHT-OF-WAY
- TEMP. CONST. ESMT.
- EX. EDGE OF PAVEMENT
- PR. EDGE OF PAVEMENT
- ULTIMATE PAVEMENT
- W — EX. WATER
- PR. WATER
- WW — EX. WASTEWATER
- SD — EX. STORM DRAIN
- PR. STORM DRAIN
- G — EX. GAS LINE
- OE — EX. OVERHEAD ELECTRIC
- OC — EX. OVERHEAD CABLE
- OH — EX. OVERHEAD UTILITIES
- OT — EX. OVERHEAD TELECOM
- UT — EX. U.G. TELECOM
- UE — EX. U.G. ELECTRIC
- EX. FENCE
- EX. WATER T.B.A
- EX. WATER VALVE
- PR. WATER VALVE
- EX. FIRE HYDRANT
- PR. FIRE HYDRANT
- EX. WATER METER
- PR. AIR RELEASE VALVE
- FUTURE ULTIMATE ROAD PAVEMENT

GENERAL NOTES:

1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MIGHT BE OCCASIONED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. WHEN THE CONTRACTOR IS USING TRENCHLESS INSTALLATION METHODS, THE CONTRACTOR SHALL LOCATE ALL UTILITIES FOR THE ENTIRE LENGTH OF THE INSTALLATION PRIOR TO ANY ACTIVITIES. ANY DISCREPANCIES FROM WHAT IS SHOWN SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER.
2. CONTRACTOR TO GIVE CITY OF GEORGETOWN A MINIMUM OF TWO WEEKS NOTICE FOR ALL WATERLINE SHUTDOWNS. SHUTDOWNS MUST OCCUR ONLY DURING THE MONTHS OF DECEMBER, JANUARY, AND FEBRUARY.
3. EXISTING 2", 3", 8", 12", AND 15" WATER MAINS ARE TO BE PROTECTED AND REMAIN IN SERVICE UNTIL THE NEW MAINS ARE CONSTRUCTED, TESTED, APPROVED AND SERVICE LINES RECONNECTED AND THE NEW MAIN IS PLACED IN SERVICE.
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5. EXISTING WATER MAINS THAT ARE TO BE ABANDONED IN PLACE AND ARE UNDER THE PROPOSED ROADWAY ARE TO BE CUT, CAPPED, AND FILLED WITH FLOWABLE FILL. SUBSIDIARY TO COST OF PIPE, NO SEPARATE PAY. EXISTING WATER LINES THAT ARE TO BE ABANDONED IN PLACE AND ARE NOT UNDER THE PROPOSED ROADWAY WILL BE CAPPED.
6. THERE ARE TREES WITHIN THE PROJECT LIMITS. THE CONTRACTOR IS TO PROTECT THE TREE ROOT ZONES DURING CONSTRUCTION. TREE REMOVAL AND REQUIRED MITIGATION ARE NOT COVERED IN THE UTILITY BID ITEMS AND ARE INCLUDED IN THE ROADWAY PS&E.
7. REMOVAL AND REPLACEMENT OF FENCES AND GATES ON PROPERTY ASSOCIATED WITH WATERLINE INSTALLATIONS SHALL BE SUBSIDIARY TO THE COST OF PIPE.
8. WATERLINES TO BE INSTALLED PRIOR TO ROADWAY CONSTRUCTION. MINIMUM DEPTH OF COVER SHOWN IS TO FINISHED GRADE. CONTRACTOR SHALL INSTALL VALVES AND HYDRANTS AS SHOWN. ADJUSTMENTS TO FINISHED GRADE MAY BE NECESSARY DURING ROADWAY CONSTRUCTION.
9. CONTRACTOR TO VERIFY SIZES OF WATER LINES, SERVICE LINES, AND METERS PRIOR TO INSTALLATION AND NOTIFY ENGINEER OF ANY DISCREPANCIES

XXX.X GRADE
XXX.XX FLOW LINE

PROFILE SCALE
1"=40' HORIZ.
1"=4' VERT.

REV. NO.	REVISION DESCRIPTION	APPROVED BY:	DATE
1	REVISED DESIGN DUE TO FIELD FINDINGS	KV	7/9/2025

CobbFendley
TBPELS ENGINEERING FIRM NO. F-274, LAND SURVEYING FIRM NO. 10046701
9900 N MOPAC EXPRESSWAY, SUITE 800
AUSTIN, TEXAS 78759
512.834.9789 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

WATERLINE "D1" - STA 10+00 TO 13+00 PLAN AND PROFILE

CR 255 WL RELOCATIONS
GEORGETOWN, TEXAS

WILCO TEXAS

PROJ. NO. 1903-108-05
DESIGN: C. DRULIAS
DRAWN: C. DRULIAS
CHECK: C. WEEKS
APPR: K. VAN HOOSIER
DATE: JULY 15, 2025

STATE OF TEXAS
KRISTEN VAN HOOSIER
136882
LICENSED
PROFESSIONAL ENGINEER
7/31/2025

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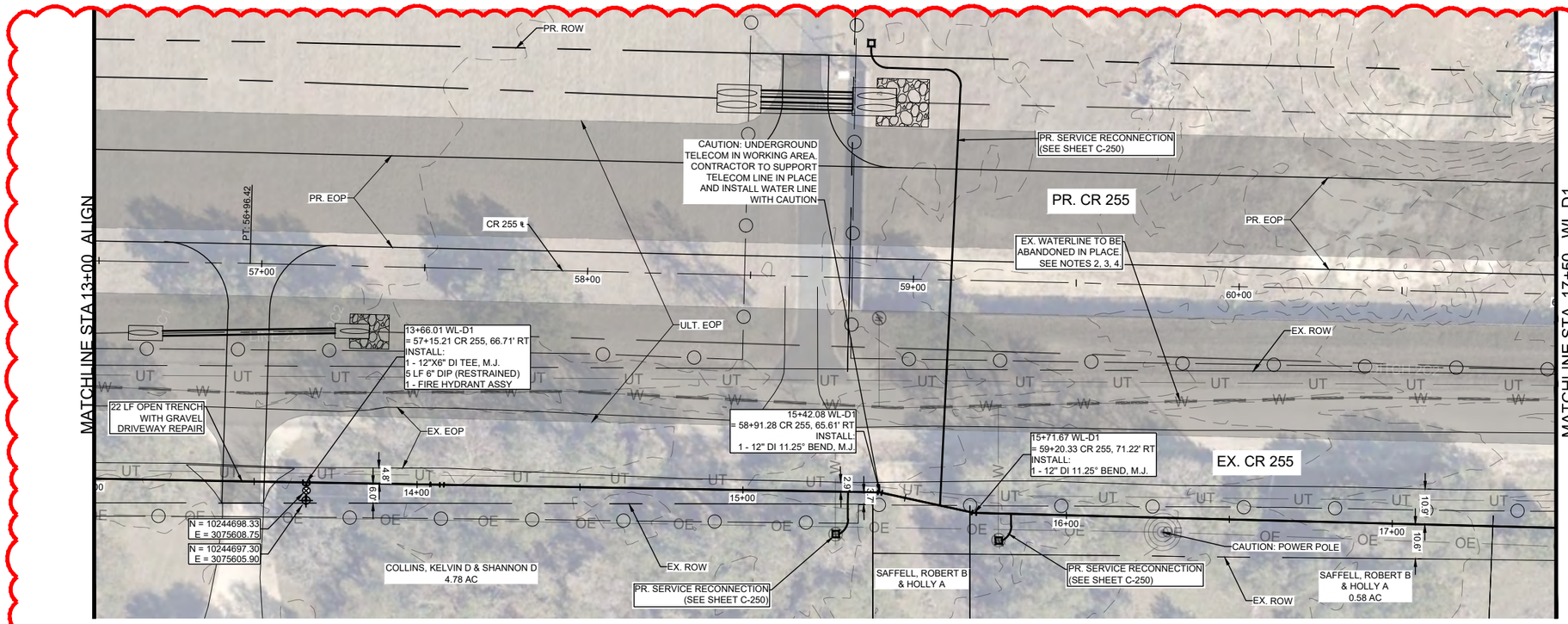
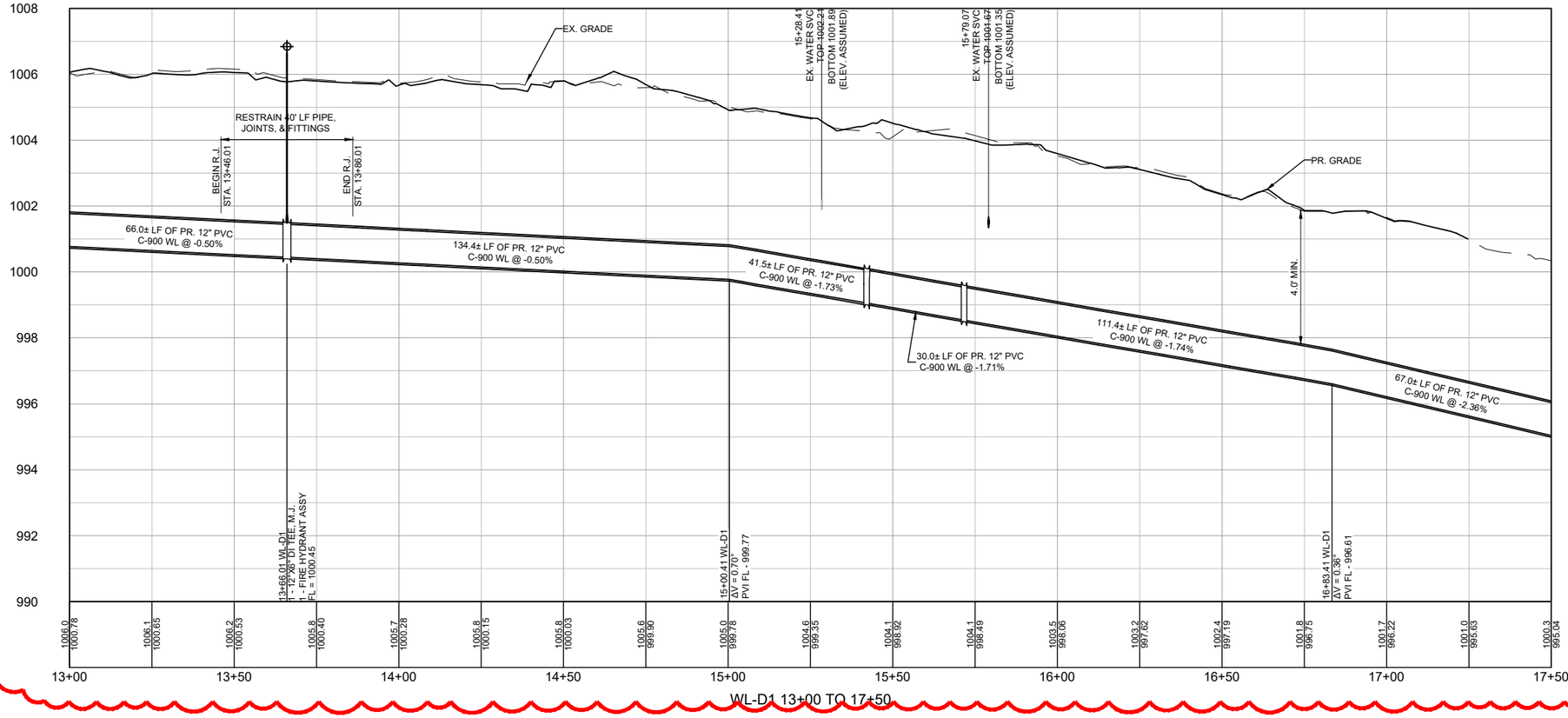
SHEET
C-231

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\47_CR255\01\DESIGN\XREF\C-NP-WATR-D-E-F.dwg – Tab: WL-D1-01 – Plotted: 7/31/2025 1:20 PM By: KRISTEN VAN HOOSIER





WL-D1 13+00 TO 17+50

0 20' 40'
SCALE: 1" = 40'

LEGEND

- EX. RIGHT-OF-WAY
- PR. RIGHT-OF-WAY
- TEMP. CONST. ESMT.
- EX. EDGE OF PAVEMENT
- PR. EDGE OF PAVEMENT
- ULTIMATE PAVEMENT
- W — EX. WATER
- PR. WATER
- WW — EX. WASTEWATER
- SD — EX. STORM DRAIN
- PR. STORM DRAIN
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- OE — EX. OVERHEAD ELECTRIC
- OC — EX. OVERHEAD CABLE
- OH — EX. OVERHEAD UTILITIES
- OT — EX. OVERHEAD TELECOM
- UT — EX. U.G. TELECOM
- UE — EX. U.G. ELECTRIC
- EX. FENCE
- EX. WATER T.B.A
- EX. WATER VALVE
- PR. WATER VALVE
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- PR. FIRE HYDRANT
- W EX. WATER METER
- PR. AIR RELEASE VALVE
- FUTURE ULTIMATE ROAD PAVEMENT

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XXX.X GRADE
XXX.XX FLOW LINE

PROFILE SCALE
1"=40' HORIZ.
1"=4' VERT.

REV NO.	REVISION DESCRIPTION	APPROVED BY:	DATE
1	REVISED DESIGN DUE TO FIELD FINDINGS	KV	7/9/2025

CobbFendley
TBPELS ENGINEERING FIRM NO. F-274, LAND SURVEYING FIRM NO. 10046701
9900 N MOPAC EXPRESSWAY, SUITE 800
AUSTIN, TEXAS 78759
512.834.9789 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

WILCO TEXAS

PROJ. NO. 1903-108-05
DESIGN: C. DRULIAS
DRAWN: C. DRULIAS
CHECK: C. WEEKS
APPR: K. VAN HOOSIER
DATE: JULY 15, 2025

STATE OF TEXAS
KRISTEN VAN HOOSIER
136682
LICENSED
PROFESSIONAL ENGINEER
7/31/2025

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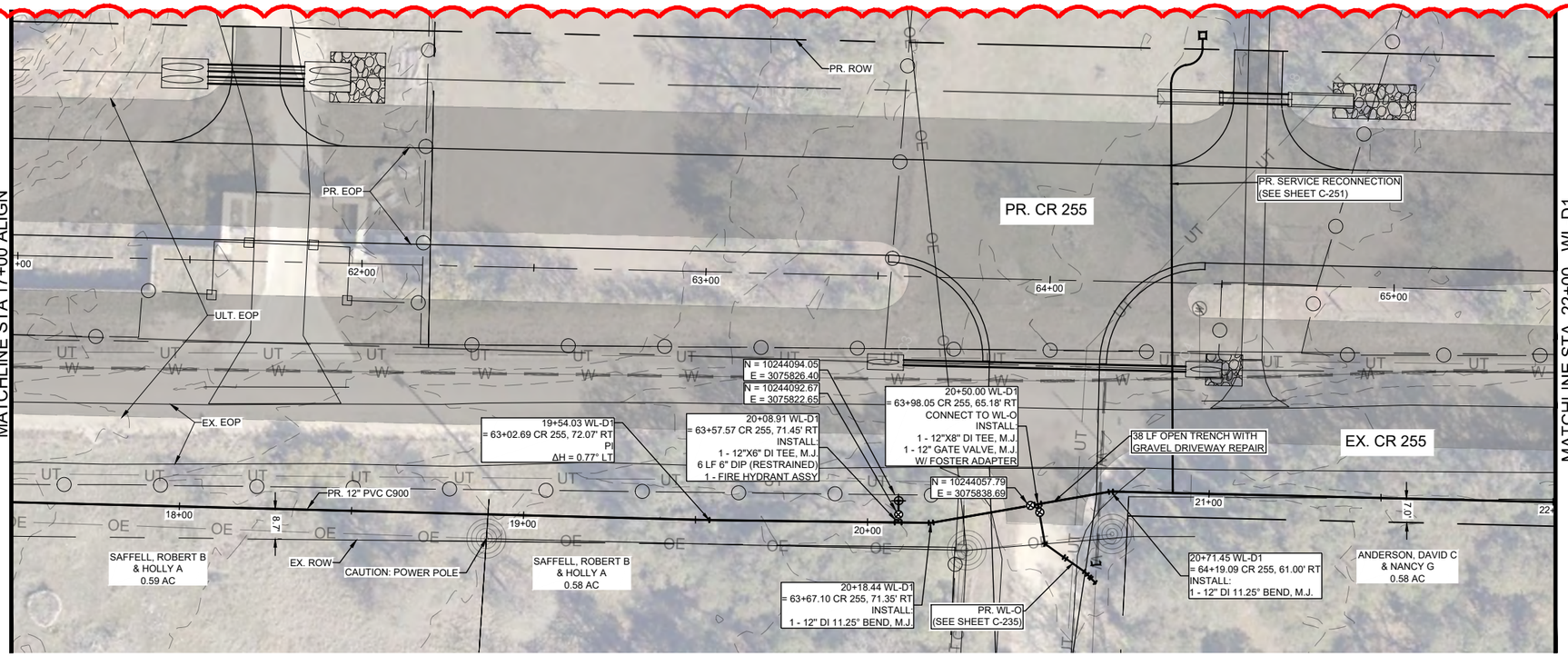
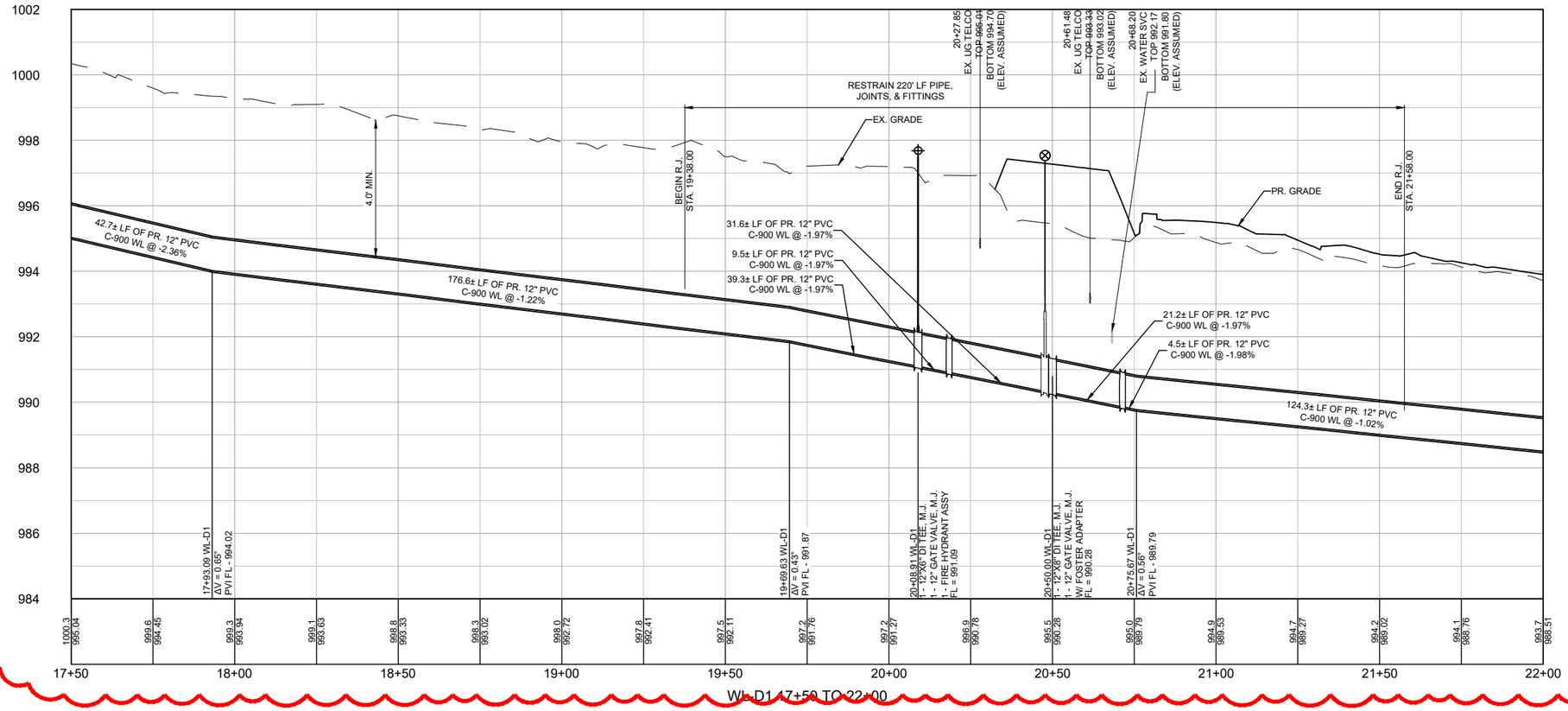
SHEET
C-232

WATERLINE "D1" - STA 13+00 TO 17+50 PLAN AND PROFILE

CR 255 WL RELOCATIONS
GEORGETOWN, TEXAS

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\47_CR255\01\DESIGN\XREF\C-NP-WATR-D-E-F.dwg — Tab: WL-D1-02 — Plotted: 7/31/2025 1:20 PM By: KRISTEN VAN HOOSIER





WL-D1 17+50 TO 22+00

0 20' 40'
SCALE: 1" = 40'

LEGEND

- EX. RIGHT-OF-WAY
- PR. RIGHT-OF-WAY
- TEMP. CONST. ESMT.
- EX. EDGE OF PAVEMENT
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- EX. FENCE
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XXX.X GRADE
XXX.XX FLOW LINE

PROFILE SCALE
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CobbFendley
TBPELS ENGINEERING FIRM NO. F-274, LAND SURVEYING FIRM NO. 10046701
9900 N MOPAC EXPRESSWAY, SUITE 800
AUSTIN, TEXAS 78759
512.834.9789 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

WATERLINE "D1" - STA 17+50 TO 22+00 PLAN AND PROFILE

CR 255 WL RELOCATIONS
GEORGETOWN, TEXAS

WILCO TEXAS

PROJ. NO. 1903-108-05
DESIGN: D. CRULIAS
DRAWN: C. DRULIAS
CHECK: C. WEEKS
APPR: K. VAN HOOSIER
DATE: JULY 15, 2025

STATE OF TEXAS
KRISTEN VAN HOOSIER
136882
LICENSED
PROFESSIONAL ENGINEER
7/31/2025

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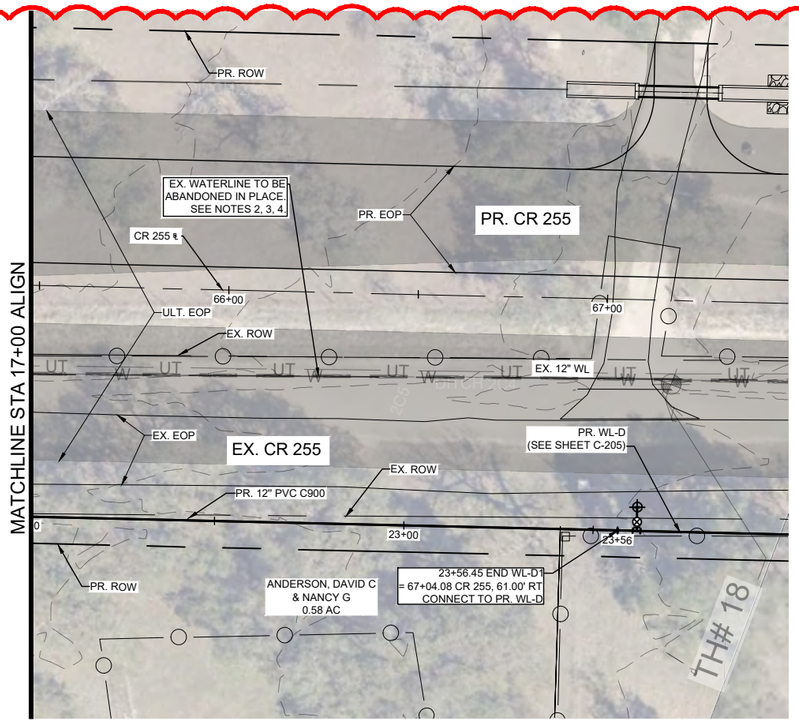
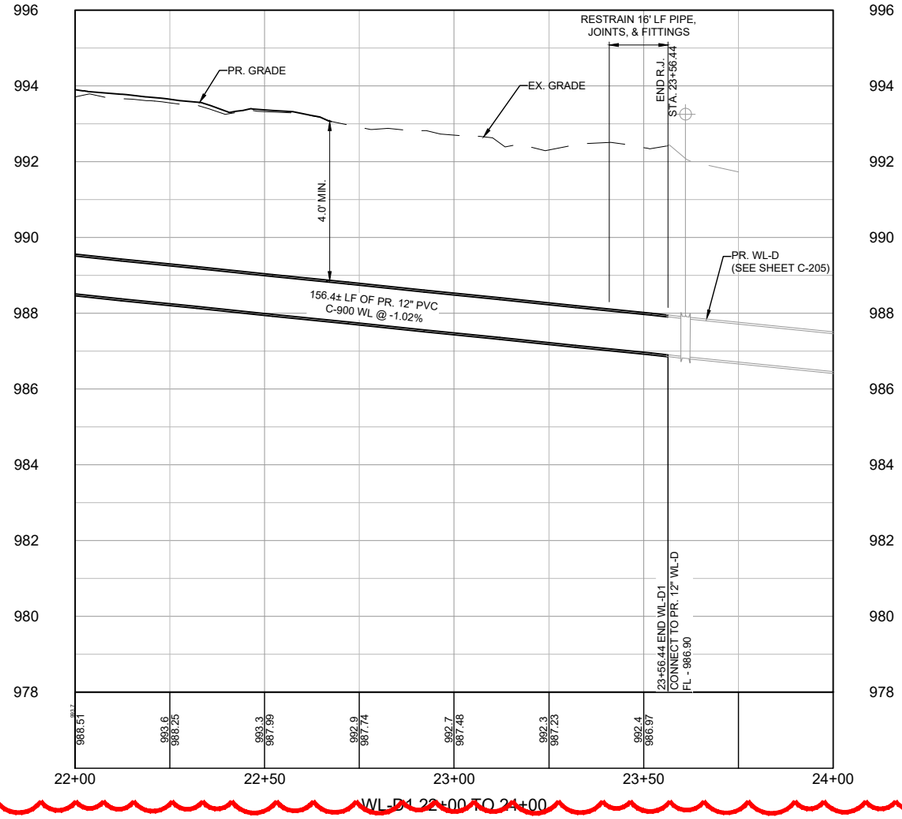
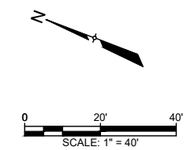
SHEET
C-233

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\47_CR255\01\DESIGN\XREF\C-NP-WATR-D-E-F.dwg — Tab: WL-D1-03 — Plotted: 7/31/2025 1:20 PM By: KRISTEN VAN HOOSIER





WL-D1 22+00 TO 24+00



LEGEND

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WATERLINE "D1" - STA 22+00 TO END
PLAN AND PROFILE
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PROJ. NO. 1903-108-05
DESIGN: C. DRULIAS
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SHEET
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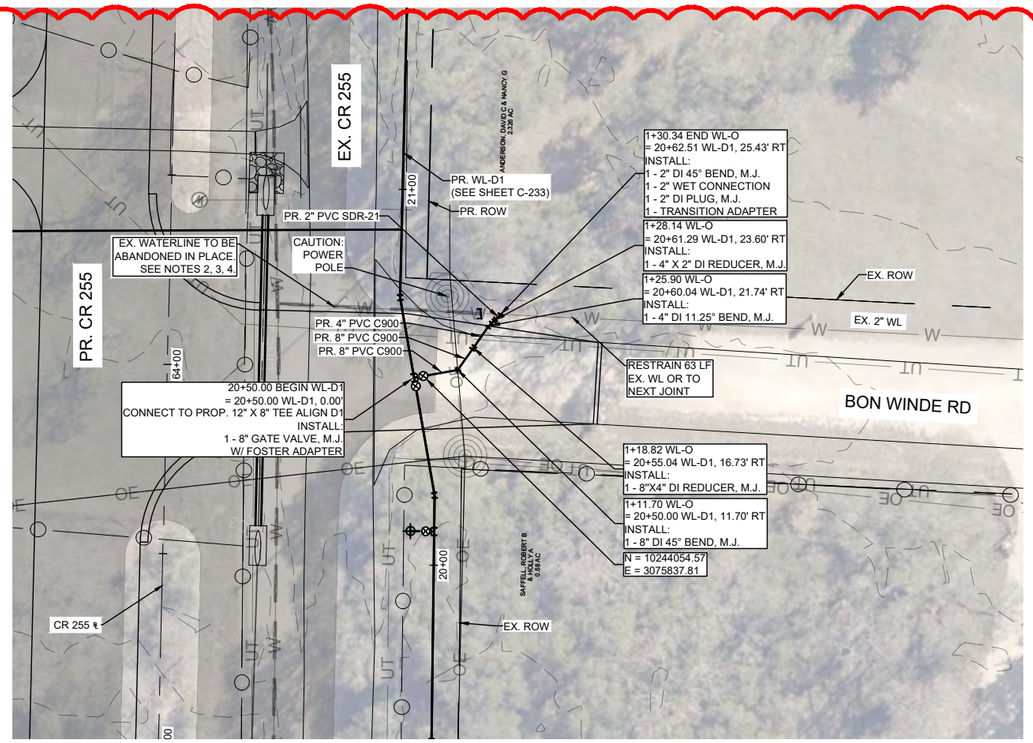

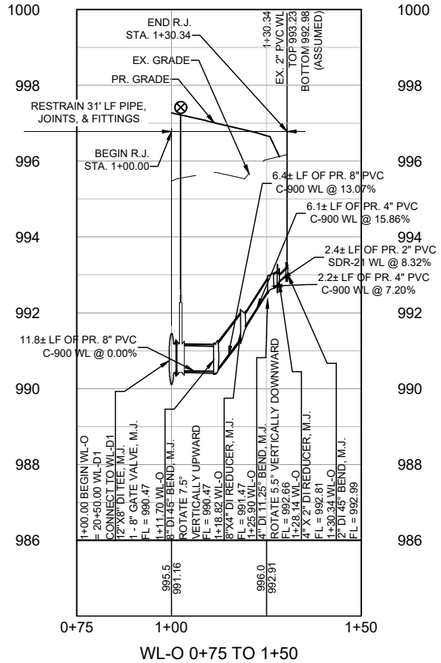

WL-O 0+75 TO 1+50

LEGEND

- EX. RIGHT-OF-WAY
- PR. RIGHT-OF-WAY
- TEMP. CONST. ESMT.
- EX. EDGE OF PAVEMENT
- PR. EDGE OF PAVEMENT
- ULTIMATE PAVEMENT
- W — EX. WATER
- PR. WATER
- WW — EX. WASTEWATER
- SD — EX. STORM DRAIN
- PR. STORM DRAIN
- G — EX. GAS LINE
- OE — EX. OVERHEAD ELECTRIC
- OC — EX. OVERHEAD CABLE
- OH — EX. OVERHEAD UTILITIES
- OT — EX. OVERHEAD TELECOM
- UT — EX. U.G. TELECOM
- UE — EX. U.G. ELECTRIC
- EX. FENCE
- EX. WATER T.B.A
- EX. WATER VALVE
- PR. WATER VALVE
- EX. FIRE HYDRANT
- PR. FIRE HYDRANT
- EX. WATER METER
- PR. AIR RELEASE VALVE
- FUTURE ULTIMATE ROAD PAVEMENT

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4. EXISTING WATER SERVICE LINES AND METERS ARE TO BE PROTECTED AND REMAIN IN SERVICE UNTIL NEW SERVICE LINES ARE CONSTRUCTED, TESTED, APPROVED AND RECONNECTED AND IN SERVICE.
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6. THERE ARE TREES WITHIN THE PROJECT LIMITS. THE CONTRACTOR IS TO PROTECT THE TREE ROOT ZONES DURING CONSTRUCTION. TREE REMOVAL AND REQUIRED MITIGATION ARE NOT COVERED IN THE UTILITY BID ITEMS AND ARE INCLUDED IN THE ROADWAY PS&E.
7. REMOVAL AND REPLACEMENT OF FENCES AND GATES ON PROPERTY ASSOCIATED WITH WATERLINE INSTALLATIONS SHALL BE SUBSIDIARY TO THE COST OF PIPE.
8. WATERLINES TO BE INSTALLED PRIOR TO ROADWAY CONSTRUCTION. MINIMUM DEPTH OF COVER SHOWN IS TO FINISHED GRADE. CONTRACTOR SHALL INSTALL VALVES AND HYDRANTS AS SHOWN. ADJUSTMENTS TO FINISHED GRADE MAY BE NECESSARY DURING ROADWAY CONSTRUCTION.
9. CONTRACTOR TO VERIFY SIZES OF WATER LINES, SERVICE LINES, AND METERS PRIOR TO INSTALLATION AND NOTIFY ENGINEER OF ANY DISCREPANCIES

XXX.X GRADE
XXX.XX FLOW LINE

PROFILE SCALE
1"=40' HORIZ.
1"=4' VERT.

REV. NO.	REVISION DESCRIPTION	APPROVED BY:	DATE
1	REVISED DESIGN DUE TO FIELD FINDINGS	KV	7/9/2025

CobbFendley
TBPELS ENGINEERING FIRM NO. F-274, LAND SURVEYING FIRM NO. 10046701
9900 N MOPAC EXPRESSWAY, SUITE 800
AUSTIN, TEXAS 78759
512.834.9789 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

WATERLINE "O" - STA 1+00 TO END
PLAN AND PROFILE
CR 255 WL RELOCATIONS
GEORGETOWN, TEXAS

WILCO TEXAS

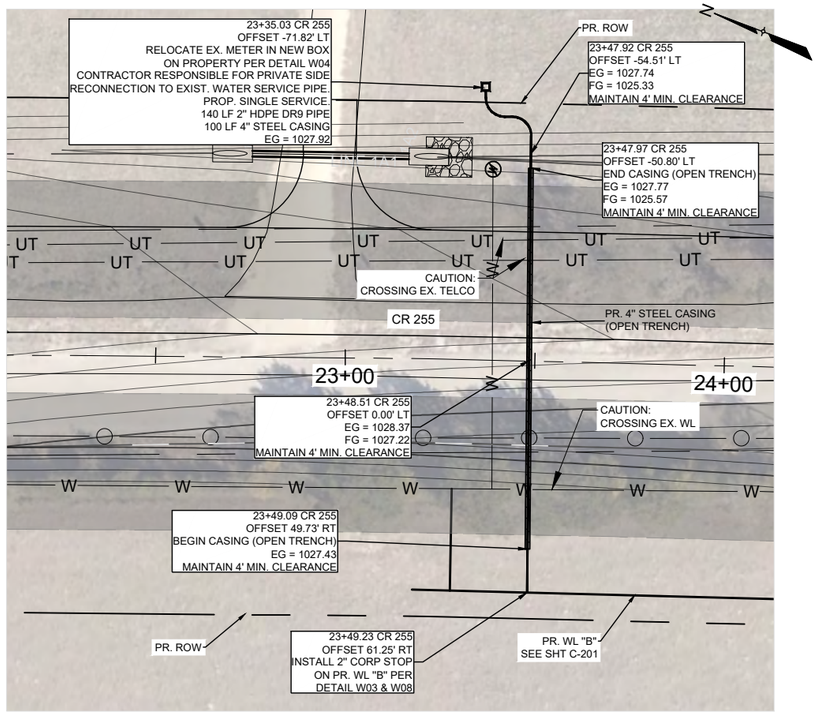
PROJ. NO. 1903-108-05
DESIGN: C. DRULIAS
DRAWN: C. DRULIAS
CHECK: C. WEEKS
APPR: K. VAN HOOSIER
DATE: JULY 15, 2025

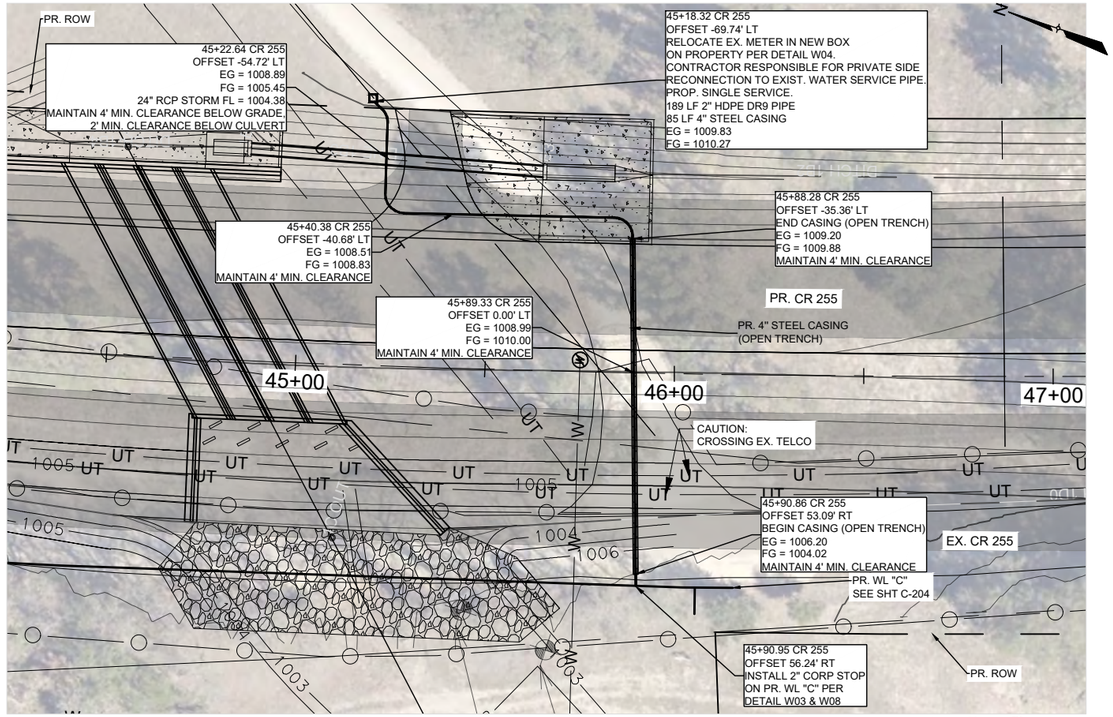
STATE OF TEXAS
KRISTEN VAN HOOSIER
136882
LICENSED
PROFESSIONAL ENGINEER
7/31/2025

THESE DESIGN DOCUMENTS ARE NOT TO BE USED FOR CONSTRUCTION PRIOR TO REGULATORY SIGNATURE AND PERMIT

SHEET
C-235

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\47_CR255\01\DESIGN\XREF\C-NP-WATR-D-E-F.dwg — Tab: WL-O — Plotted: 7/31/2025 1:21 PM By: KRISTEN VAN HOOSIER





0 20' 40'
SCALE: 1" = 40'

LEGEND

- EX. RIGHT-OF-WAY
- PR. RIGHT-OF-WAY
- TEMP. CONST. ESMT.
- EX. EDGE OF PAVEMENT
- PR. EDGE OF PAVEMENT
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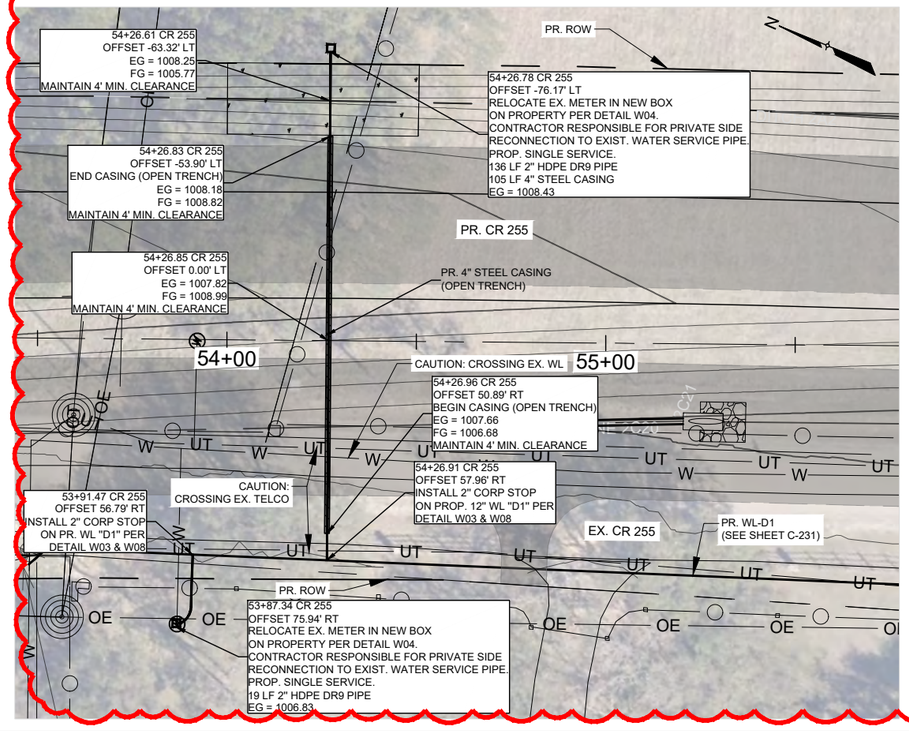
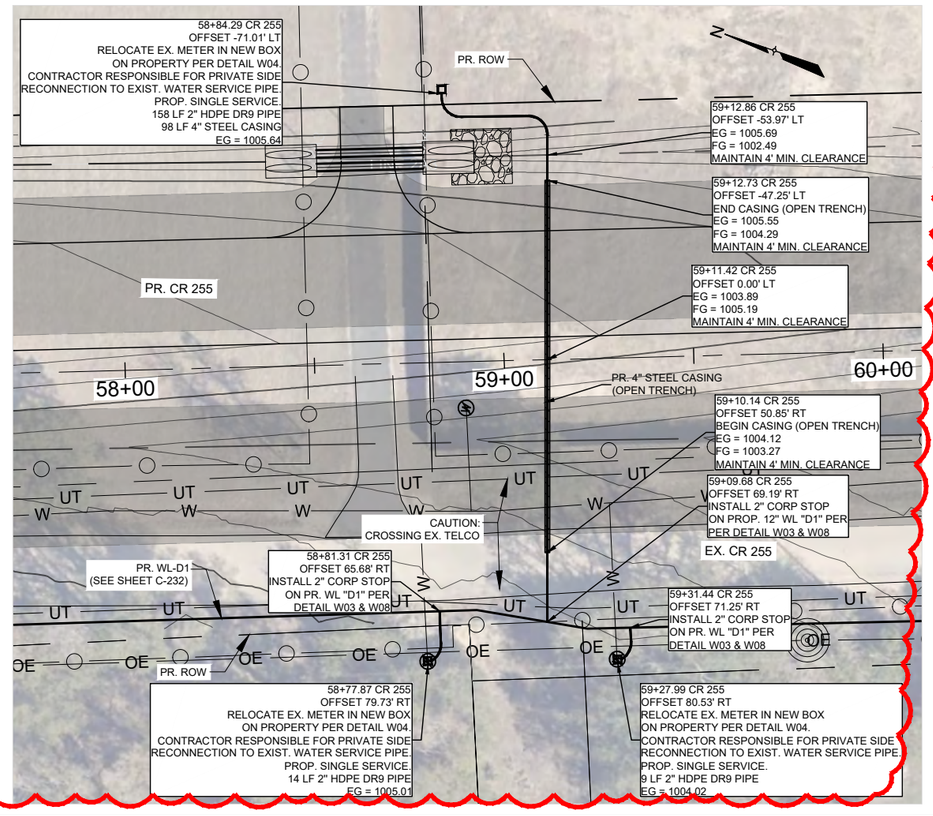
9. CONTRACTOR TO VERIFY SIZES OF WATER LINES, SERVICE LINES, AND METERS PRIOR TO INSTALLATION AND NOTIFY ENGINEER OF ANY DISCREPANCIES

XXX.X GRADE
XXX.XX FLOW LINE

PROFILE SCALE
1"=40' HORIZ.
1"=4' VERT.





REV. NO.	REVISION DESCRIPTION	APPROVED BY:	DATE
1	REVISED DESIGN DUE TO FIELD FINDINGS	KV	7/9/2025

CobbFendley
TBPELS ENGINEERING FIRM NO. F-274, LAND SURVEYING FIRM NO. 10046701
9900 N MOPAC EXPRESSWAY, SUITE 800
AUSTIN, TEXAS 78759
512.834.9789 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

WATER SERVICES - SHEET 1 OF 6

CR 255 WL RELOCATIONS
GEORGETOWN, TEXAS

WILCO TEXAS

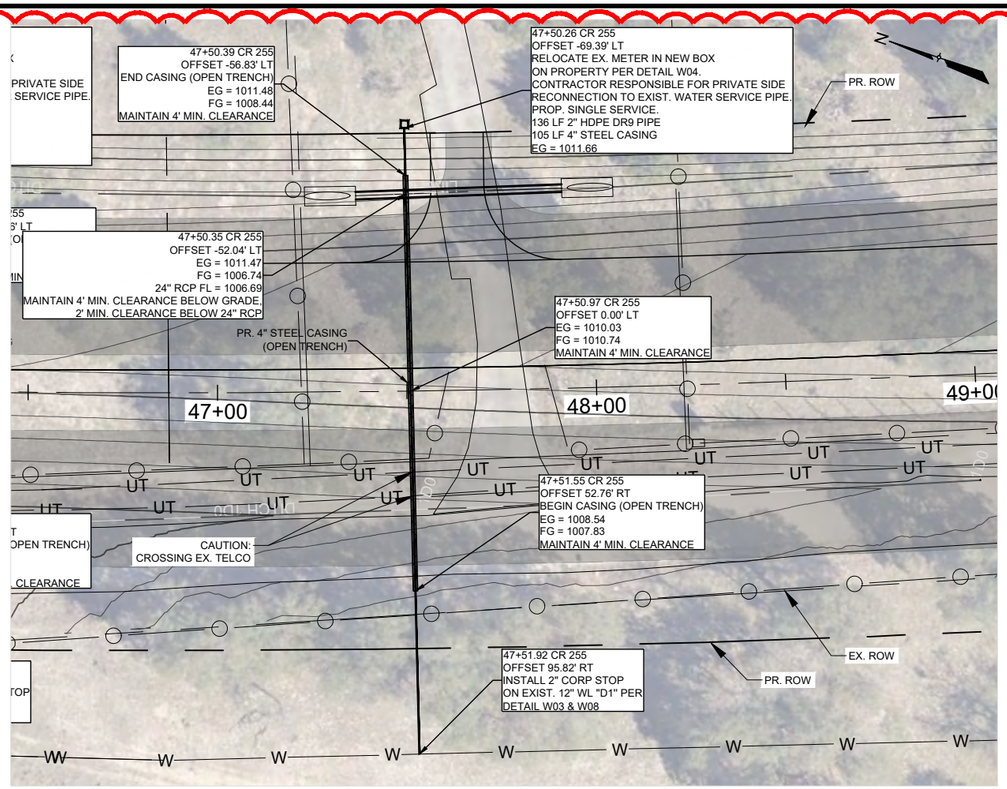
PROJ. NO. 1903-108-05
DESIGN: C. DRULIAS
DRAWN: C. DRULIAS
CHECK: C. WEEKS
APPR: K. VAN HOOSIER
DATE: JULY 15, 2025

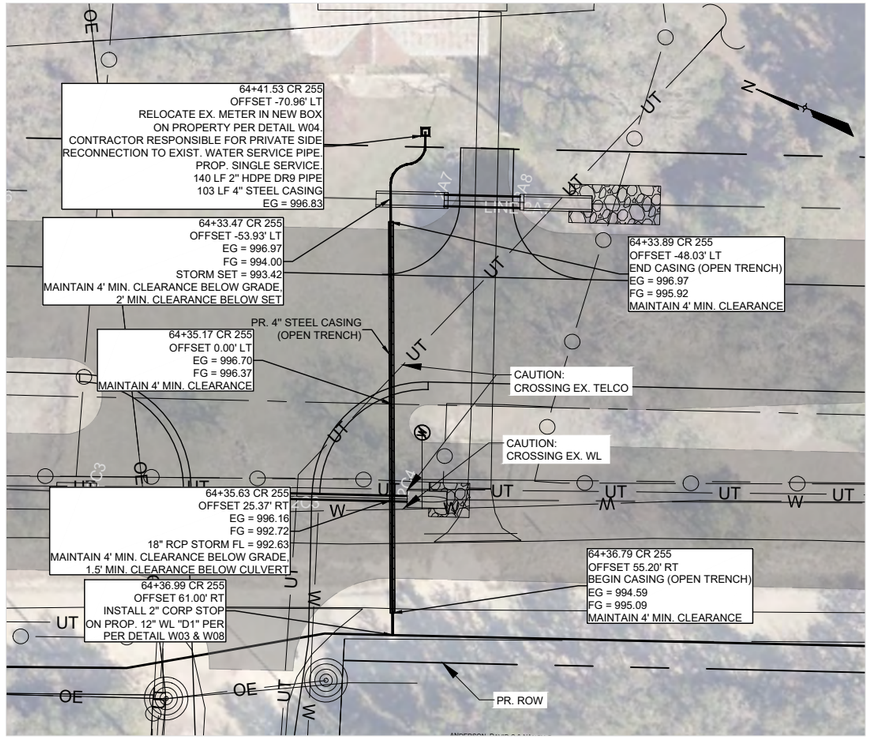
STATE OF TEXAS
KRISTEN VAN HOOSIER
136682
LICENSED
PROFESSIONAL ENGINEER
7/15/2025

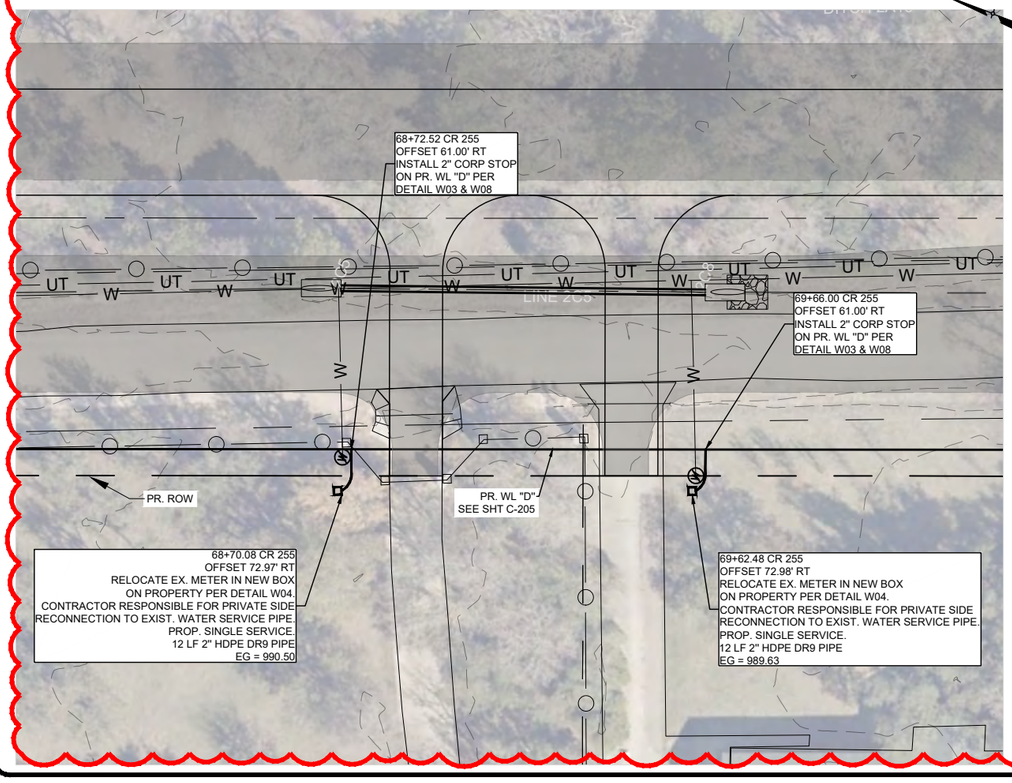
THESE DESIGN DOCUMENTS ARE NOT TO BE USED FOR CONSTRUCTION PRIOR TO REGULATORY SIGNATURE AND PERMIT

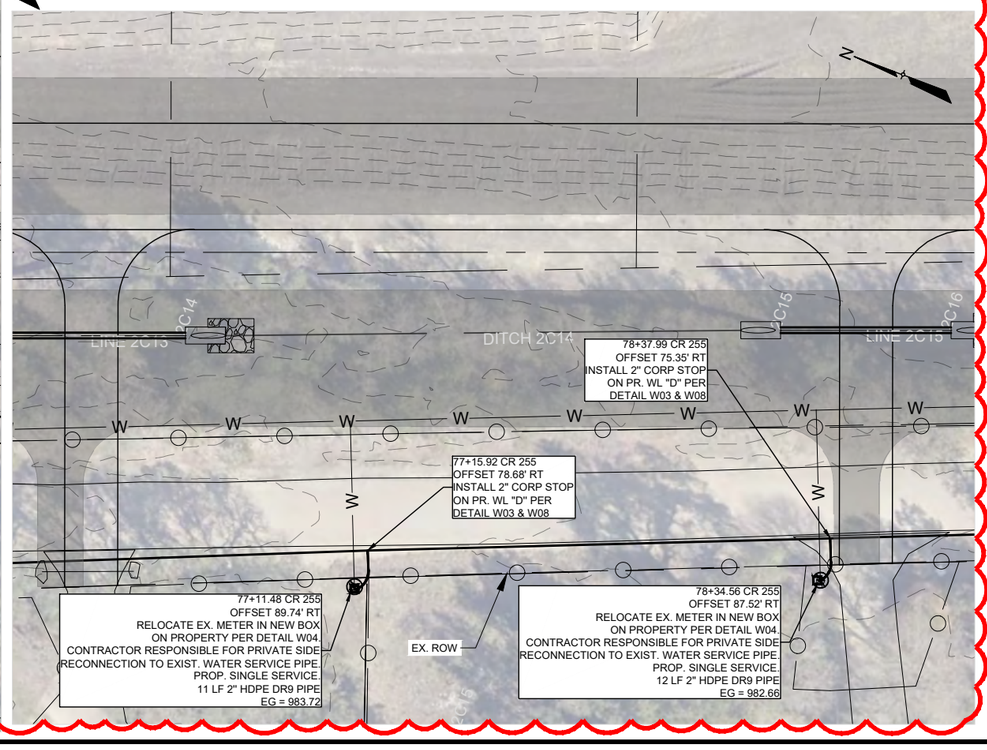
SHEET
C-250

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\47_CR255\01\DESIGN\C-200-WTR-SVCS.dwg — Tab: C-250 — Plotted: 7/15/2025 1:34 AM By: KRISTEN VAN HOOSIER









1

SCALE: 1" = 40'

LEGEND

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- PR. RIGHT-OF-WAY
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XXX.X GRADE
XXX.XX FLOW LINE

PROFILE SCALE
1"=40' HORIZ.
1"=4' VERT.

REV. NO.	REVISION DESCRIPTION	APPROVED BY:	DATE
1	REVISED DESIGN DUE TO FIELD FINDINGS	KV	7/9/2025

CobbFendley
TBPELS ENGINEERING FIRM NO. F-274, LAND SURVEYING FIRM NO. 10046701
9900 N MOPAC EXPRESSWAY, SUITE 800
AUSTIN, TEXAS 78759
512.834.9789 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

WATER SERVICES - SHEET 2 OF 6

CR 255 WL RELOCATIONS
GEORGETOWN, TEXAS

WILCO TEXAS

PROJ. NO. 1903-108-05
DESIGN: C. DRULIAS
DRAWN: C. DRULIAS
CHECK: C. WEEKS
APPR: K. VAN HOOSIER
DATE: JULY 15, 2025

STATE OF TEXAS
KRISTEN VAN HOOSIER
136882
LICENSED
PROFESSIONAL ENGINEER
7/15/2025

THESE DESIGN DOCUMENTS ARE NOT TO BE USED FOR CONSTRUCTION PRIOR TO REGULATORY SIGNATURE AND PERMIT.

SHEET
C-251

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\47_CR255\01\DESIGN\C-200-WTR-SVCS.dwg -- Tab: C-251 -- Plotted: 7/15/2025 2:51 PM By: KRISTEN VAN HOOSIER

Pipe Size (inch)	Fitting	Angle (degrees)	Test Pressure (psi)	Depth of Cover (ft)	Required Joint Restraint (ft)	Notes
WL-A RESTRAINED JOINTS CALCULATIONS						
12x12	Tee	-	250	3	81	1, 3
12	Dead End	-	250	2	148	1, 4
12	Dead End	-	250	3	133	1, 4
12	Double Horiz. Bend	45	250	3	46	1, 6
12	Horiz. Bend	90	250	3	56	1, 6
12	Vert. Bend	45	250	1.5	107, 30	1, 6, 7
WL-A2 RESTRAINED JOINTS CALCULATIONS						
3	Dead End	-	250	3	45	1, 4
4x3	Reducer	-	250	1.5	19	1, 2
12x4	Reducer	-	250	1.5	136	1, 2
12	Dead End	-	250	3	133	1, 4
12	Horiz. Bend	90	250	3	56	1, 6
12	Horiz. Bend	11.25	250	3	6	1, 6
12x12	Tee		250	3	81	1, 3
12	Vert. Bend	45	250	3	83, 23	1, 6, 7
12	Vert. Bend	11.25	250	3	20, 6	1, 6, 7
WL-B RESTRAINED JOINTS CALCULATIONS						
12X12	Tee	-	250	2	98	1, 3
12	Horiz. Bend	90	250	3	56	1, 6
12	Vert. Bend	11.25	250	2	24, 7	1, 6, 7
12	Vert. Bend	11.25	250	3	20, 6	1, 6, 7
12	Vert. Bend	22.5	250	2	47, 13	1, 6, 7
12	Vert. Bend	22.5	250	3	40, 11	1, 6, 7
12	Dead End	-	250	2	148	1, 4
12	Dead End	-	250	3	133	1, 4
WL-C RESTRAINED JOINTS CALCULATIONS						
12X12	Tee	-	250	2	98	1, 3
12	Dead End	-	250	2	148	1, 4
12	Dead End	-	250	3	133	1, 4
12	Vert. Bend	11.25	250	2	24, 7	1, 6, 7
12	Vert. Bend	11.25	250	3	20, 6	1, 6, 7
12	Vert. Bend	45	250	3	83, 23	1, 6, 7
12	Horiz.	90	250	3	56	1, 6
WL-D RESTRAINED JOINTS CALCULATIONS						
12X12	Tee	-	250	3	81	1, 3
12X6	Tee	-	250	3	1	1, 3
12	Dead End	-	250	3	133	1, 4
12	Horiz. Bend Offset	11.25	250	3	12	1, 6
12	Horiz. Bend	11.25	250	3	6	1, 6
12x8	Tee		250	3	16	1, 3
12	Vert. Bend	45	250	3	20, 6	1, 6, 7
12X16	Reducer	-	250	3	74	1, 2
16X30	Reducer	-	250	3	218	1, 2
30	Dead End	-	250	3	309	1, 4
WL-E RESTRAINED JOINTS CALCULATIONS						
12	Dead End	-	250	3	133	1, 4
12	Horiz. Bend	45	250	3	23	1, 6
12	Vert. Bend	45	250	3	20, 6	1, 6, 7
16	Horiz. Bend	45	250	3	30	1, 6
12x16	Reducer		250	3	74	1, 2
WL-F RESTRAINED JOINTS CALCULATIONS						
8	Dead End	-	250	3	93	1, 4
8	Horiz. Bend	45	250	3	17	1, 6
8	Horiz. Bend	90	250	3	39	1, 6
8	Vert. Bend	45	250	3	58, 17	1, 6, 7
WL-G RESTRAINED JOINTS CALCULATIONS						
8	Vert. Bend	45	250	3	58, 17	1, 6, 7
8	Vert. Bend	45	250	3	58, 17	1, 6, 7
8X16	Reducer	-	250	3	127	1, 2
12X16	Reducer	-	250	3	74	1, 2
16X30	Reducer	-	250	3	218	1, 2
30	Dead End	-	250	3	309	1, 4
30	Tee	-	250	3	254	1, 3
30x8	Tee	-	250	3	1	1, 3
30X6	Tee	-	250	3	1	1, 3
30	Horiz. Bend	22.5	250	3	25	1, 6
30	Horiz. Bend	45	250	3	51	1, 6
30	Vert. Bend	5.625	250	3	45, 12	1, 6, 7
30	Vert. Bend	11.25	250	3	45, 12	1, 6, 7
30	Vert. Bend	22.5	250	3	91, 25	1, 6, 7
30	Vert. Bend	45	250	3	189, 51	1, 6, 7
8X6	Tee	-	250	3	4	1, 3
8	Dead End		250	3	93	1, 4
8X8	Tee	-	250	3	41.0	1, 3
8	Horiz. Bend	45	250	3	17	1, 6
8	Horiz. Bend	11.25	250	3	4	1, 6
8	Vert. Bend	11.25	250	3	14, 4	1, 6, 7
8x4	Reducer	-	250	3	67	1, 2
4x2	Reducer	-	250	3	16	1, 2
2	Horiz. Bend	11.25	250	3	2	1, 6
30	Dead End	-	250	3	309	1, 4
30	Horiz. Bend	45	250	3	98	1, 6
WL-H RESTRAINED JOINTS CALCULATIONS						
8	Dead End	-	250	3	93	1, 4
8	Vert. Bend (up)	22.5	250	3	6	1, 6
WL-I RESTRAINED JOINTS CALCULATIONS						
8	Dead End	-	250	3	93	1, 4
8X6	Tee	-	250	3	1	1, 3
8	Horiz. Bend	45	250	3	17	1, 6
8	Vert. Bend	22.5	250	3	28, 8	1, 6, 7
8x4	Reducer	-	250	3	67	1, 2
4x2	Reducer	-	250	3	16	1, 2
2	Horiz. Bend	45	250	3	8	1, 6
WL-K RESTRAINED JOINTS CALCULATIONS						
30	Dead End		250	3	309	1, 4
30	Double Horiz. Bend	45	250	3	102	1, 6
30X16	Reducer	-	250	3	218	1, 2
16X6	Tee	-	250	3	1	1, 3
16	Vert. Bend	45	250	3	108, 30	1, 6, 7
16	Horiz. Bend	5.625	250	3	8	1, 6
16	Horiz. Bend	11.25	250	3	8	1, 6
16	Horiz. Bend	45	250	3	30	1, 6
WL-L RESTRAINED JOINTS CALCULATIONS						
8	Dead End		250	3	93	1, 4
8	Vert. Bend	45	250	3	58, 17	1, 6, 7
8	Double Horiz. Bend	45	250	3	34	1, 6
8	Horiz. Bend	90	250	3	39	1, 6
8X4	Reducer	-	250	3	67	1, 2
4X2	Reducer	-	250	3	16	1, 2
2	Horiz. Bend	90	250	3	20	1, 6
WL-M RESTRAINED JOINTS CALCULATIONS						
30X8	Tee	-	250	3	1	1, 3
8	Horiz. Bend	45	250	3	17	1, 6
8X4	Reducer	-	250	3	67	1, 2
4X2	Reducer	-	250	3	16	1, 2
2	Horiz. Bend	45	250	3	8	1, 6
WL-N RESTRAINED JOINTS CALCULATIONS						
8	Dead End	-	250	3	93	1, 4
8	Vert. Bend	5.625	250	3	14, 4	1, 6, 7
8	Horiz. Bend	90	250	3	39	1, 6
WL-D1 RESTRAINED JOINTS CALCULATIONS						
12	Horiz. Bend	45	250	3	23	1, 6
12x6	Tee	-	250	3	1	1, 3
12	Horiz bend	11.25	250	3	6	1, 6
12	Dead End	-	250	3	133	1, 4
WL-O RESTRAINED JOINTS CALCULATIONS						
12X8	Tee	-	250	3	1	1, 3
8	Dead End	-	250	3	93	1, 4
8	Horiz. Bend	45	250	3	17	1, 6
8X4	Reducer	-	250	3	67	1, 2
4	Horiz. Bend	11.25	250	3	3	1, 6
4X2	Reducer	-	250	3	16	1, 2
2	Horiz Bend	45	250	3	8	1, 6

Note:

1. All restrained joints must be greater than or equal to the distances given above. If the required restrained joint length occurs to the middle of a pipe segment, then the contractor shall restrain the next joint beyond the required restraint at no additional cost.
2. The EBAA calculator determines the restrained length only on the larger side of the reducer.
3. This assumes that at least 10' is restrained on the length along each run for tees.
4. This is measured from the location of the dead end or gate valve. For dead ends/stubs, restrain from the end of the line; for gate valves, restrain the length on both sides.
5. If two fittings are close enough that adjacent calculated restrained lengths overlap, then restrain all pipe between the two fittings and assume half of the restrained pipe length beween the two fittings acts to resist the thrust force of each fitting.
6. This length is required on each side of the fitting.
7. The first length listed is if it is the upper bend, and second length is if it is the lower bend.

Settings:

Pipe Material	PVC
Laying Condition	Type 4
Soil Designation	CL
Depth of Cover (FT)	3
Design Pressure (psi)	250
Safety Factor	1.5

REV. NO.	REVISION DESCRIPTION	APPROVED BY:	DATE
1	REVISED DESIGN DUE TO FIELD FINDINGS	KV	7/9/2025

CobbFendley

TBPELS ENGINEERING FIRM NO. F-274, LAND SURVEYING FIRM NO. 10061701
9600 N MOPAC EXPRESSWAY, SUITE 800
AUSTIN, TEXAS 78759
512.834.9789 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

RESTRAINED JOINTS CALCULATIONS

CR 255 WL RELOCATIONS
GEORGETOWN, TEXAS

WILCO TEXAS

PROJ. NO. 1903-108-05
DESIGN: C. DRULIAS
DRAWN: C. DRULIAS
CHECK: C. WEEKS
APPR: K. VAN HOOSIER
DATE: JULY 15, 2025

STATE OF TEXAS
KRISTEN VAN HOOSIER
136882
LICENSED
PROFESSIONAL ENGINEER
7/15/2025

THESE DESIGN DOCUMENTS ARE NOT TO BE USED FOR CONSTRUCTION PRIOR TO REGULATORY SIGNATURE AND PERMIT.

SHEET
C-260

Dwg Info: G:\CFA\2014\D308801_Williamson_County_2013_Road_Bond\MUN\47_CR255\01\DESIGN\C-201_RJ-CALCS.dwg -- Tab: RJ_CALCS -- Plotted: 7/15/2025 1:35 AM By: KRISTEN VAN HOOSIER

Commissioners Court - Regular Session **56.**

Meeting Date: 10/21/2025

25IFB6 Bagdad ROW Clearing (Loop 332 to CR 281) - Change Order #4 (Balancing)

Submitted By: Julissa Romero, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 4 in the amount of ($473,351.00) for Project 25IFB6 Bagdad ROW Clearing (Loop 332 to CR 281) (Rotten Apple Services, LLC).

Background

This Change Order provides the final balancing for the overruns/underruns of Contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. This Change Order results in a net decrease of $473,351.00 to the Contract amount, for an adjusted Contract total of $863,048.00. The original Contract amount was $1,253,832.00. As a result of this and all Change Orders to-date, $390,784.00 has been reduced from the Contract, resulting in an 31.17% net decrease in the Contract cost. No additional days will be added to or deducted from the Contract, as a result of this Change Order. P: 343 Funding Source: 2019 Road Bond in Commissioner Precinct 2.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

25IFB6-BagdadROW-CO#4

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/14/2025 03:36 PM
Form Started By: Julissa Romero		Started On: 10/14/2025 08:51 AM
Final Approval Date: 10/14/2025		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 4

Contract Award Date:	11/26/2024
Project Number:	*25IFB6*
Funding Source:	*P343*
Roadway:	*Bagdad Road*
CSJ Number:	N/A

Contractor: **Rotten Apple Services, LLC** NTP Required: ☐ Yes ☑ No

Project Name: **Bagdad ROW Clearing**

Change Order Work Limits: Sta. **273+00** to Sta. **275+00**

Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

Reasons: **2E** (3 Max. - In order of importance - Primary first)

Describe the work being revised:

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order provides the final balancing for the overruns/underruns of Contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans.

Work to be performed in accordance with Items: **See attached**

New or revised plan sheet(s) are attached and numbered: **None**

New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

New Special Provisions to Item N/A No. N/A. Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 10/8/25

By Peter McMahon

Typed/Printed Name Peter McMahon

Typed/Printed Title Project Manager

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **($473,531.00)**

Original Contract Amount: **$1,253,832.00**

Total Change Orders To-Date: **-$390,784.00**

Percent Change in Original Contract: **-31.17%**

RECOMMENDED FOR EXECUTION:

10/10/2025
Senior Construction Engineer — Date

RECOMMENDED FOR EXECUTION:

10/14/2025
Department of Infrastructure, Williamson County — Date

Christen Eschberger 10/14/2025
Program Manager — Date

APPROVED:

N/A
3rd Party Signature — Date

Presiding Officer of the Williamson County Commissioners Court — Date

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 4 ***Project # 25IFB6***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE		HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
100-7013	TREE PROTECTION (INSTALL)	EA	$2,500.00	6.00	$15,000.00	(6.00)	0.00	$0.00	($15,000.00)
164-WC04	SEEDING FOR EROSION CONTROL (TEMP)(COOL)(TY 4)	SY	$3.50	120,114.00	$420,399.00	(28,336.00)	91,778.00	$321,223.00	($99,176.00)
506-7002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	$75.00	1,260.00	$94,500.00	(886.00)	374.00	$28,050.00	($66,450.00)
506-7003	ROCK FILTER DAMS (INSTALL) (TY 3)	LF	$90.00	937.00	$84,330.00	(391.00)	546.00	$49,140.00	($35,190.00)
506-7011	ROCK FILTER DAMS (REMOVE)	LF	$25.00	2,197.00	$54,925.00	(1,277.00)	920.00	$23,000.00	($31,925.00)
506-7022	CONSTRUCTION EXITS (INSTALL)(TY 3)	SY	$65.00	400.00	$26,000.00	(400.00)	0.00	$0.00	($26,000.00)
506-7039	TEMP SEDMT CONT FENCE (INSTALL)	LF	$6.00	17,646.00	$105,876.00	(5,430.00)	12,216.00	$73,296.00	($32,580.00)
506-7041	TEMP SEDMT CONT FENCE (REMOVE)	LF	$2.00	17,646.00	$35,292.00	(5,430.00)	12,216.00	$24,432.00	($10,860.00)
552-7004	WIRE FENCE (TY D)	LF	$13.00	7,770.00	$101,010.00	(4,750.00)	3,020.00	$39,260.00	($61,750.00)
552-7006	GATE (TY I)	EA	$3,500.00	8.00	$28,000.00	(6.00)	2.00	$7,000.00	($21,000.00)
999-WC01	FORCE ACCOUNT	DOL	$1.00	40,000.00	$40,000.00	(40,000.00)	0.00	$0.00	($40,000.00)
168-WC01	VEGETATIVE WATERING	MG	$35.00	1,000.00	$35,000.00	(960.00)	40.00	$1,400.00	($33,600.00)
	TOTALS				$1,040,332.00			$566,801.00	($473,531.00)

Williamson County Road Bond Program

Bagdad ROW Clearing
Williamson County Project No. 25IFB6

Change Order No. 4

Reason for Change

This Change Order provides the final balancing for the overruns/underruns of Contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans.

This Change Order results in a net decrease of $473,351.00 to the Contract amount, for an adjusted Contract total of $863,048.00. The original Contract amount was $1,253,832.00. As a result of this and all Change Orders to-date, $390,784.00 has been reduced from the Contract, resulting in an 31.17% net decrease in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Change Order Worksheet

Contract Name	Bagdad ROW Clearing	Solicitation #	25IFB6	
Date awarded	11/26/2024			
Awarded Contract Amount		$1,253,832.00		
			Percentage Change	
	Change Order #1	$8,547.00	0.68%	
	Change Order #2	$35,000.00	2.79%	
	Change Order #3	$39,200.00	3.13%	
	Change Order #4	($473,531.00)	-37.77%	
	Total changes to date	($390,784.00)	-31.17%	(Running totals here)
	Adjusted contract amount	$863,048.00		

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Commissioners Court - Regular Session **57.**

Meeting Date: 10/21/2025

Receive the October 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 October 2025 Construction Summary Report and PowerPoint Presentation.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

October 2025 Construction Summary Report

October 2025 PowerPoint Presentation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/14/2025 02:05 PM
Form Started By: Ragan Riggs		Started On: 10/14/2025 09:10 AM
Final Approval Date: 10/14/2025		

ROAD BOND PROGRAM

Construction Summary Report

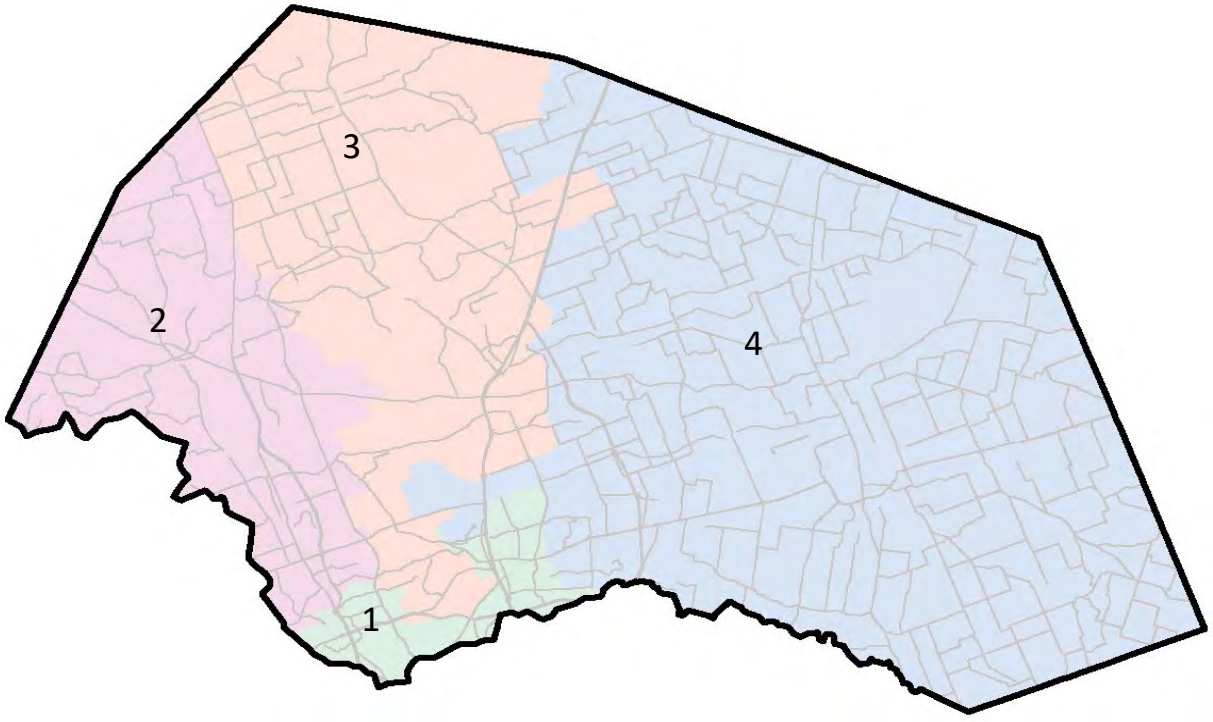
County Judge
Steven Snell

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Russ Boles

September 2025

WWW.WILCOTX.GOV

Volume XXX - Issue No.9



Presented By: HNTB

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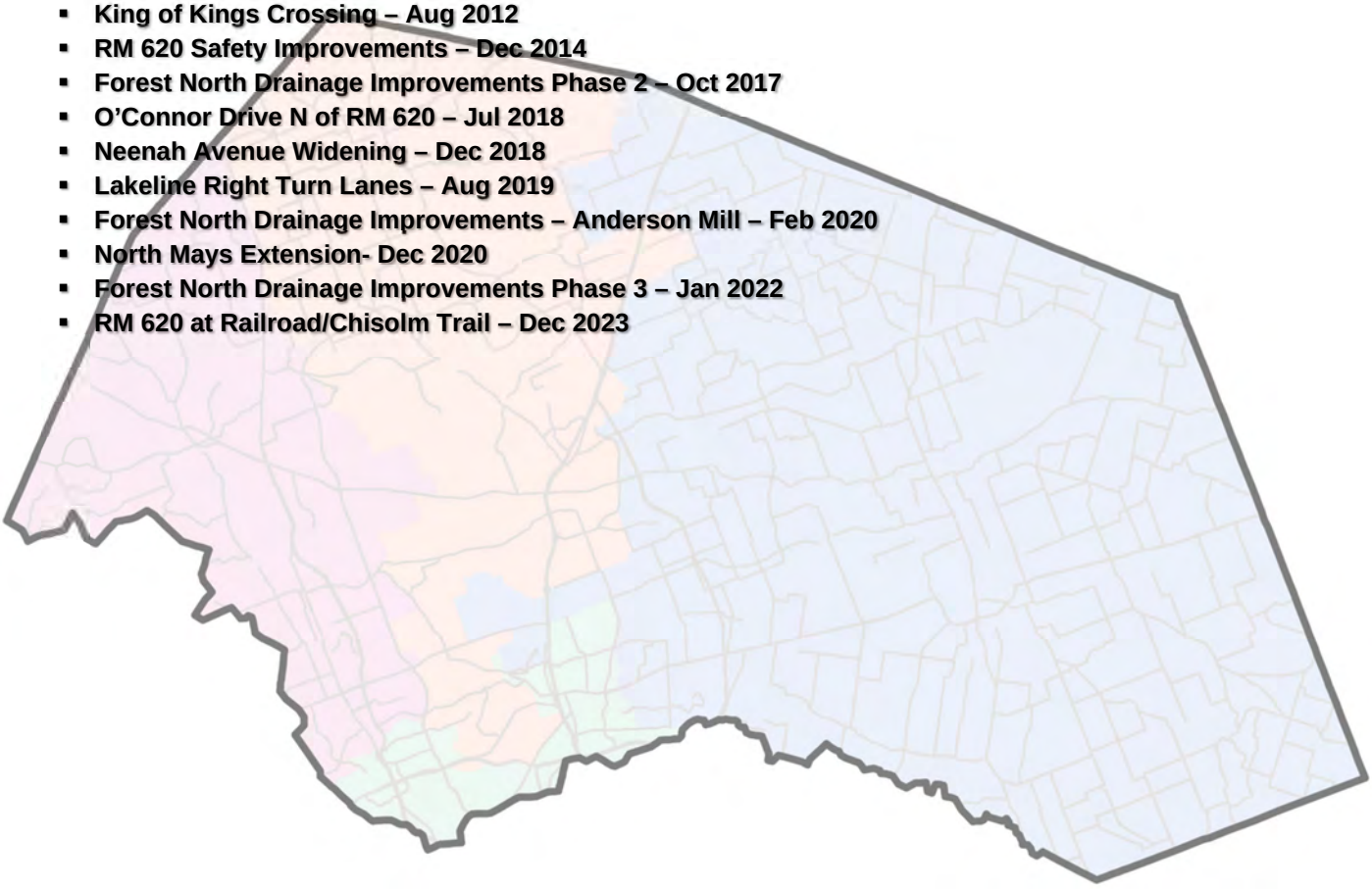
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF SEPTEMBER 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 SEPTEMBER 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

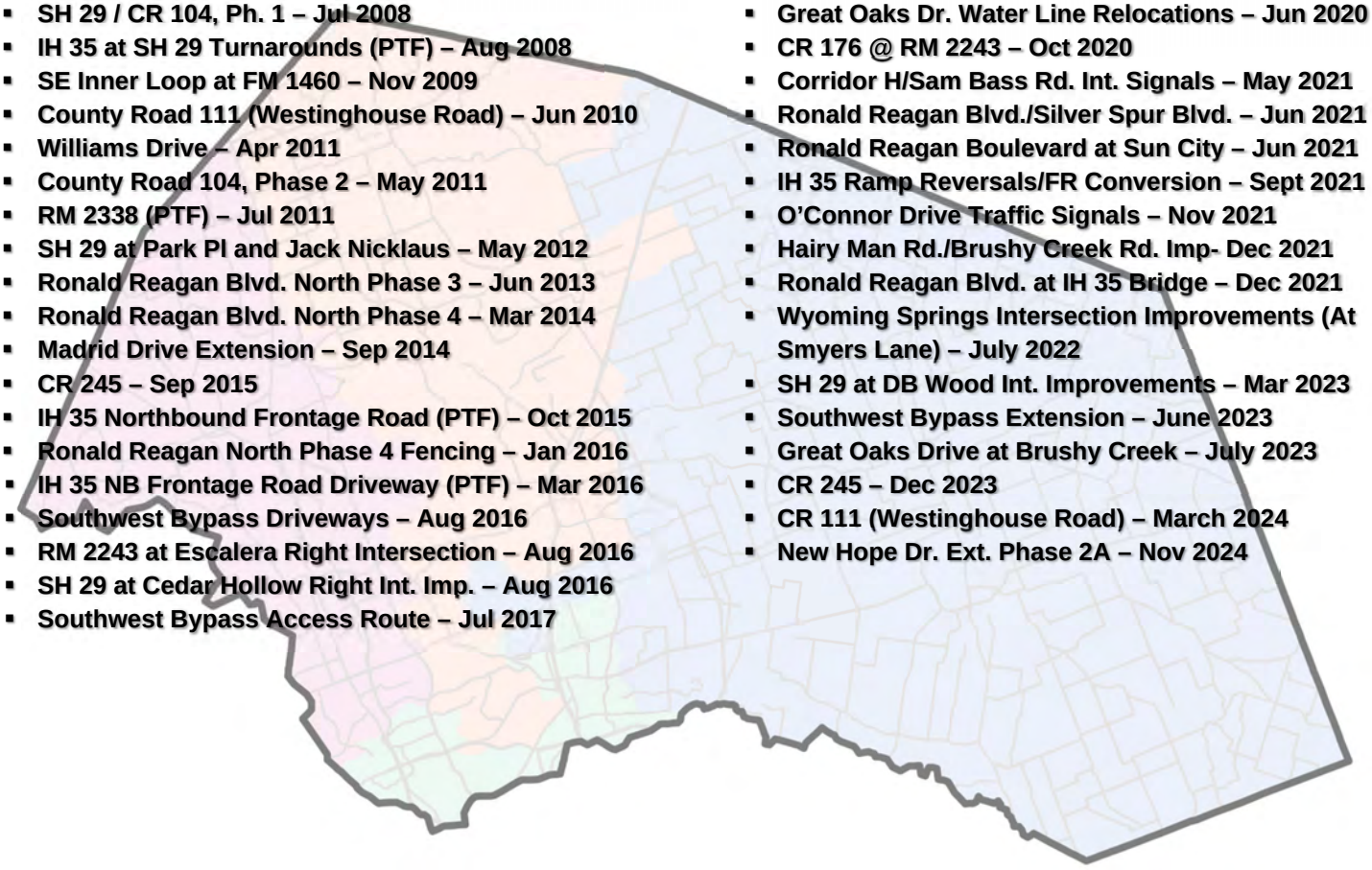
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF SEPTEMBER 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



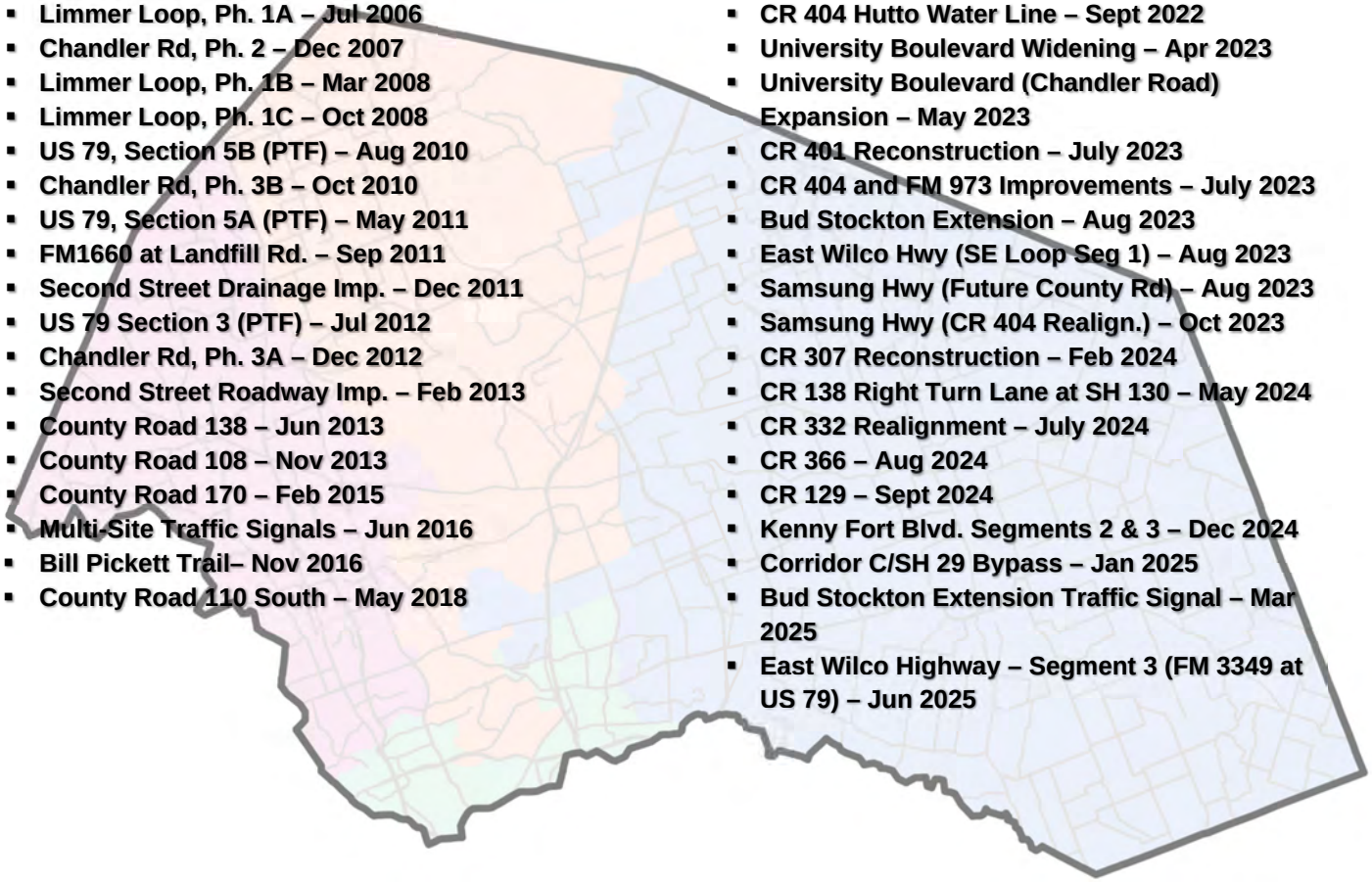
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

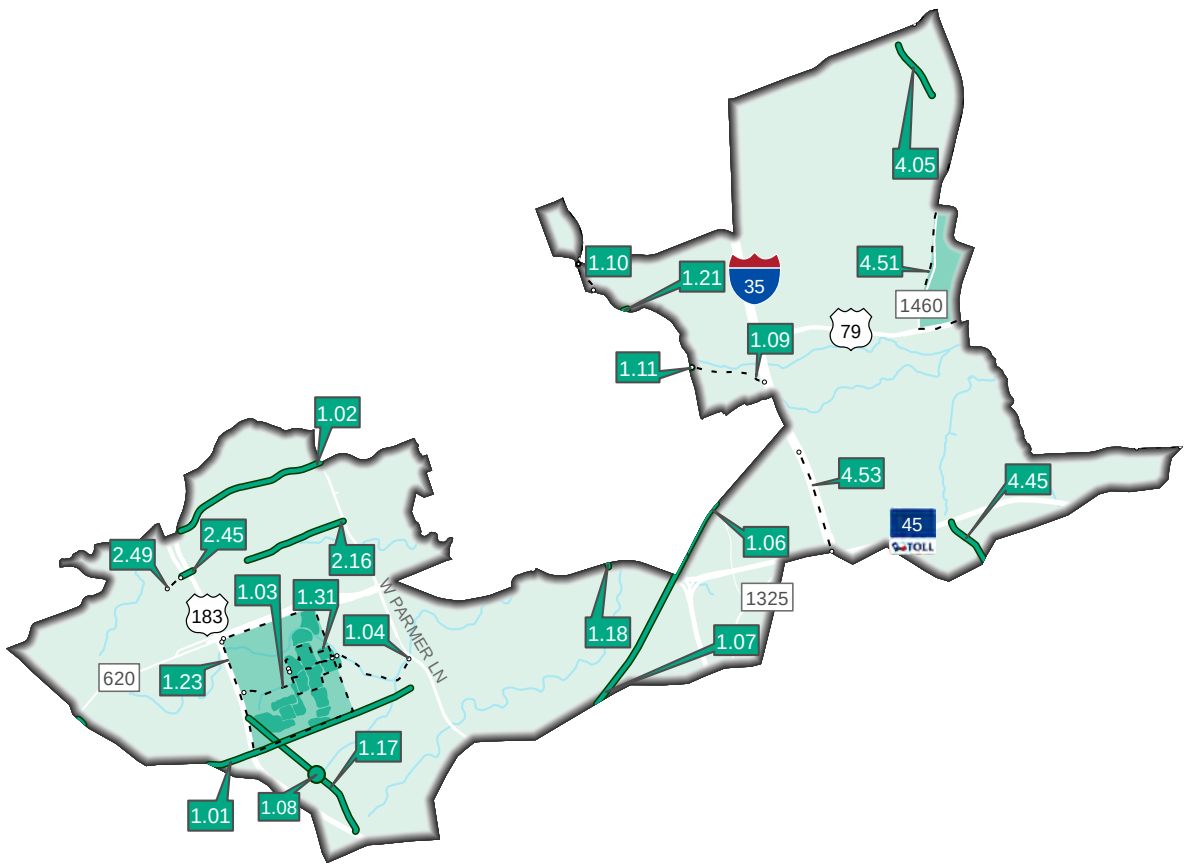
CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF SEPTEMBER 2025

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



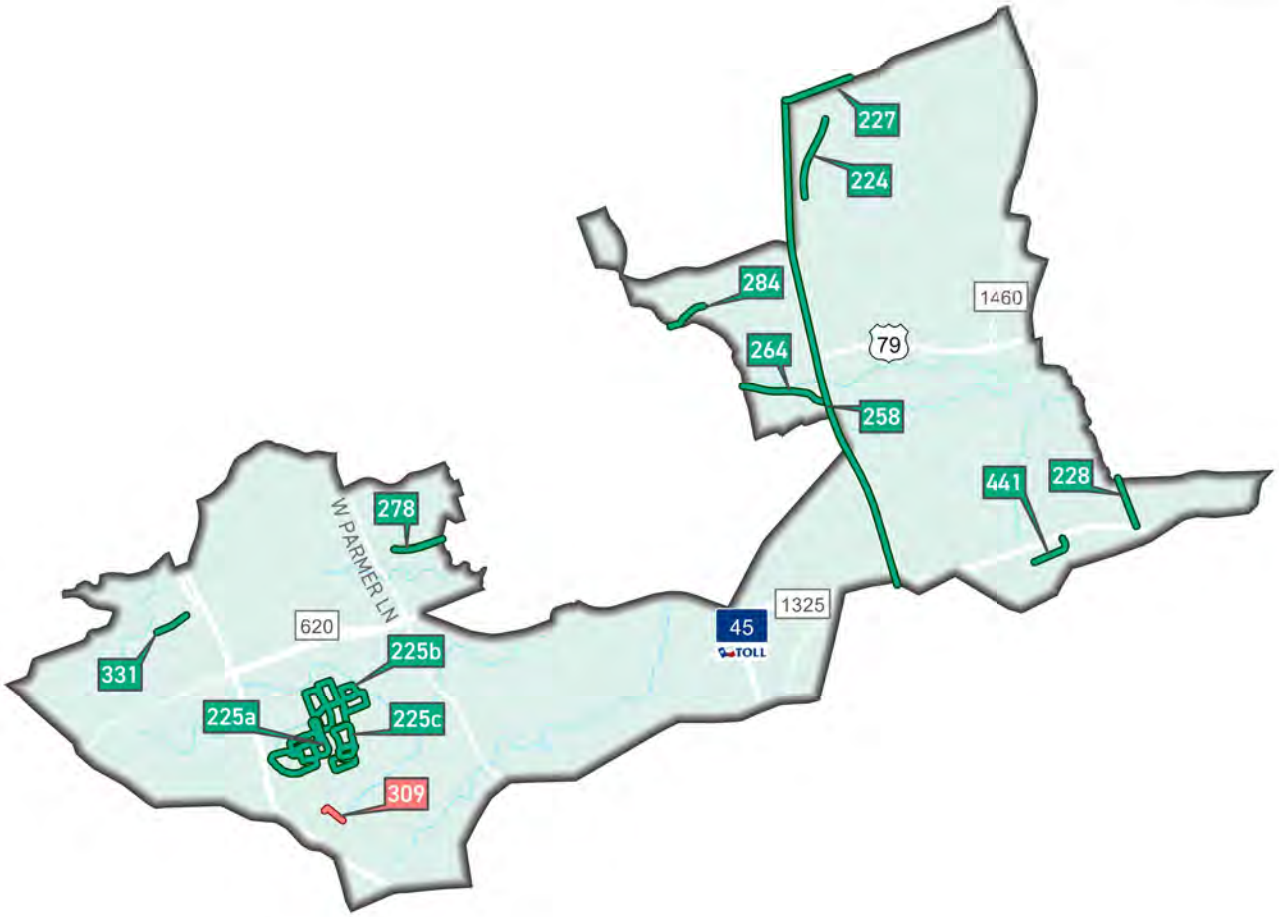
Completed/Open to Traffc

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

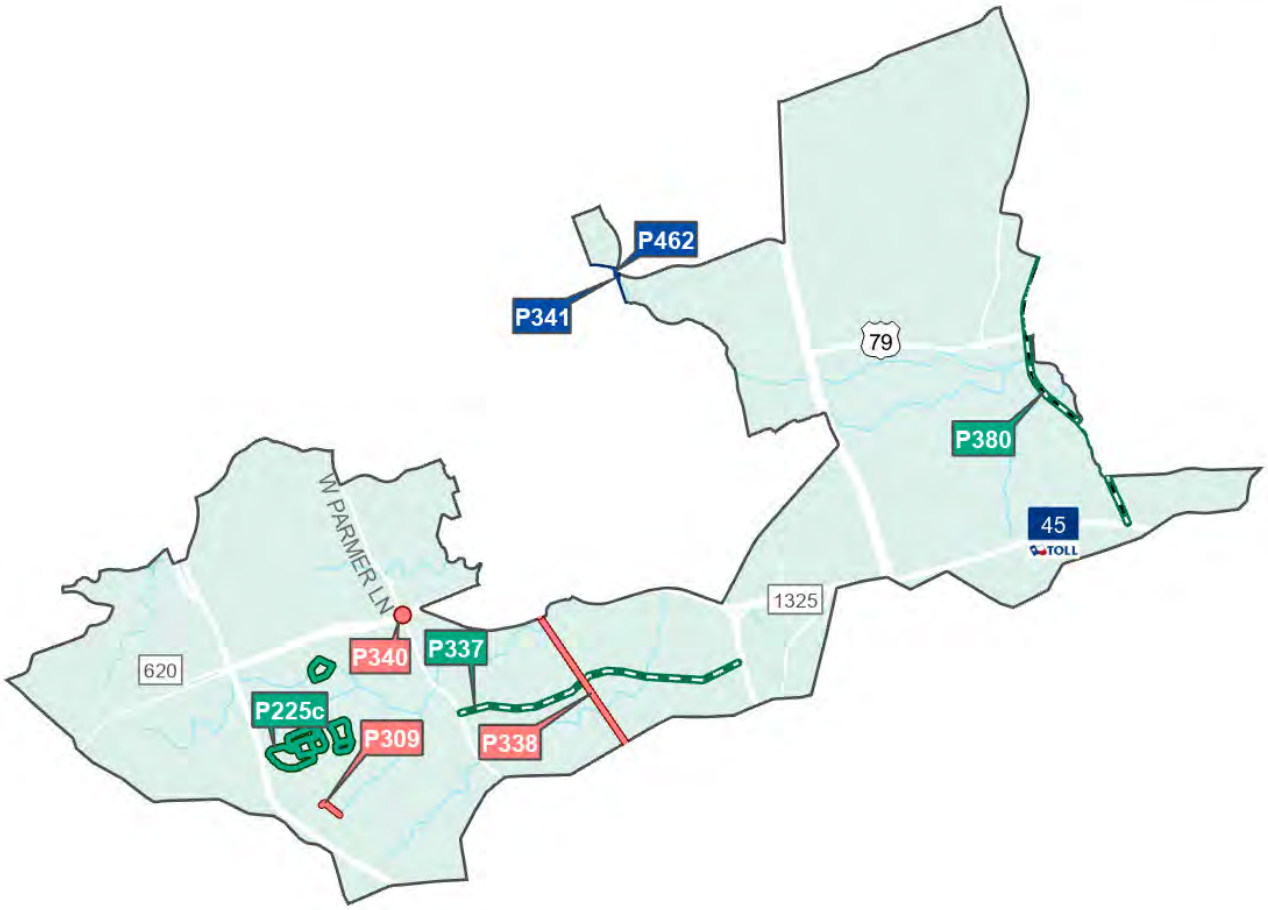
309 Pond Springs Road Area Drainage Improvements

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

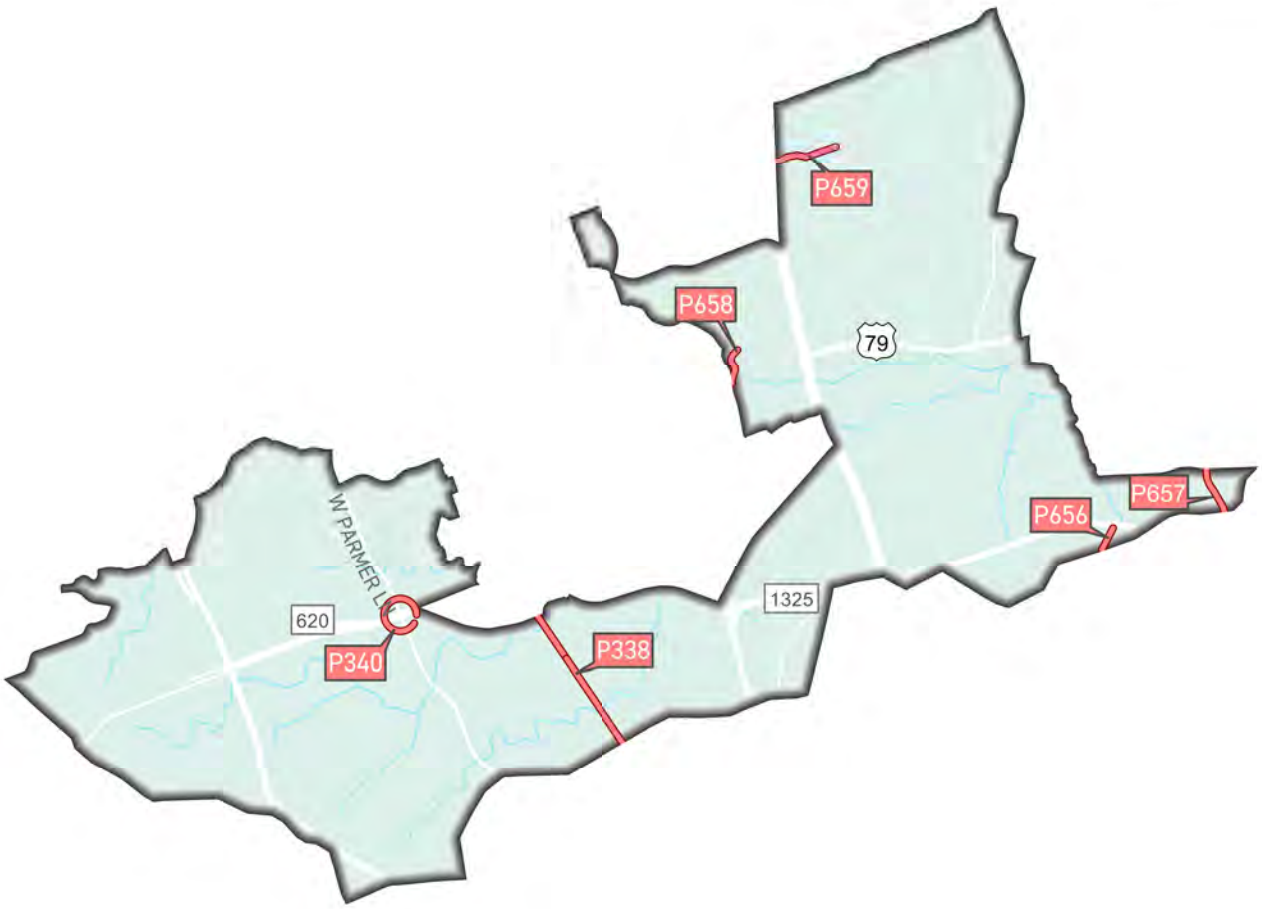
341 Wyoming Springs Extension (Brightwater Boulevard/Creek Bend to Sam Bass Road)
462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

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

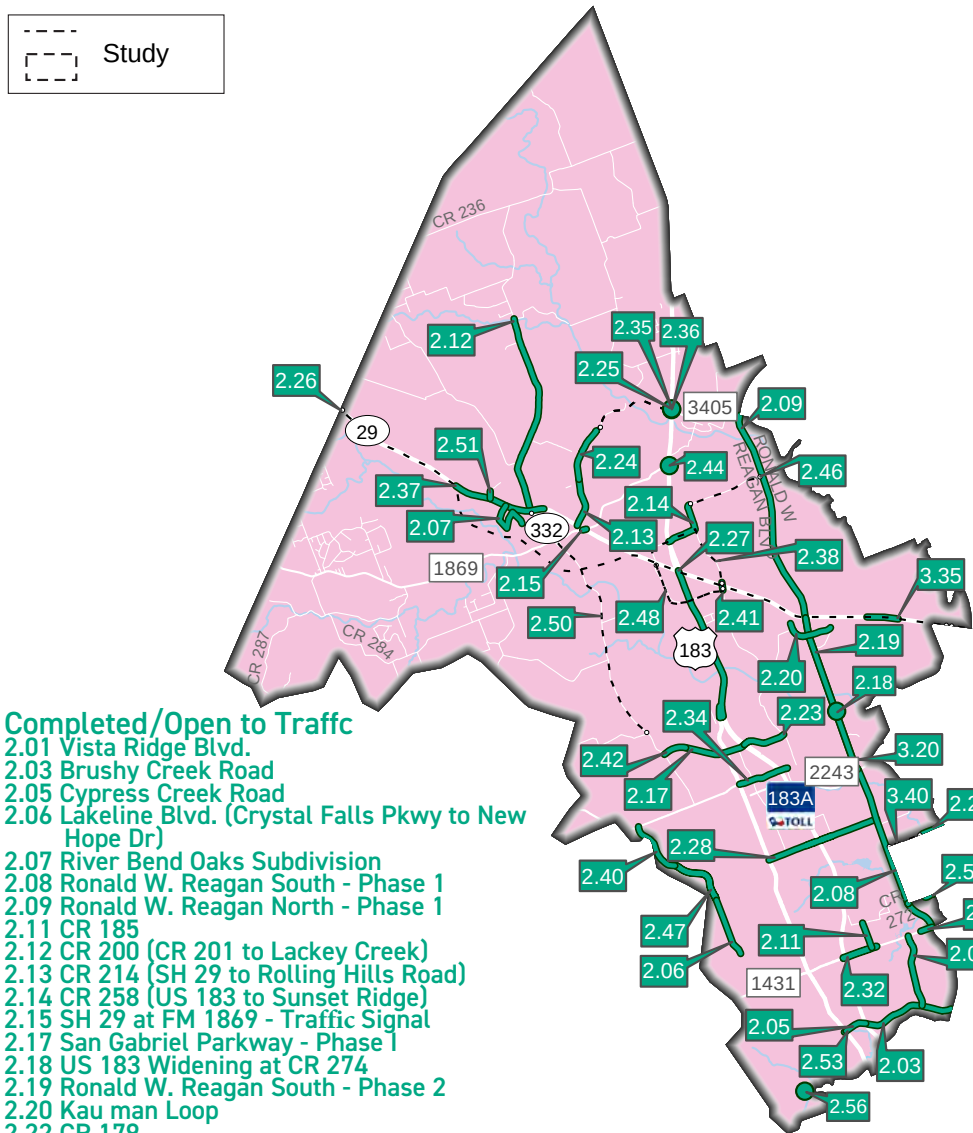
Precinct 1 - Commissioner Cook



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

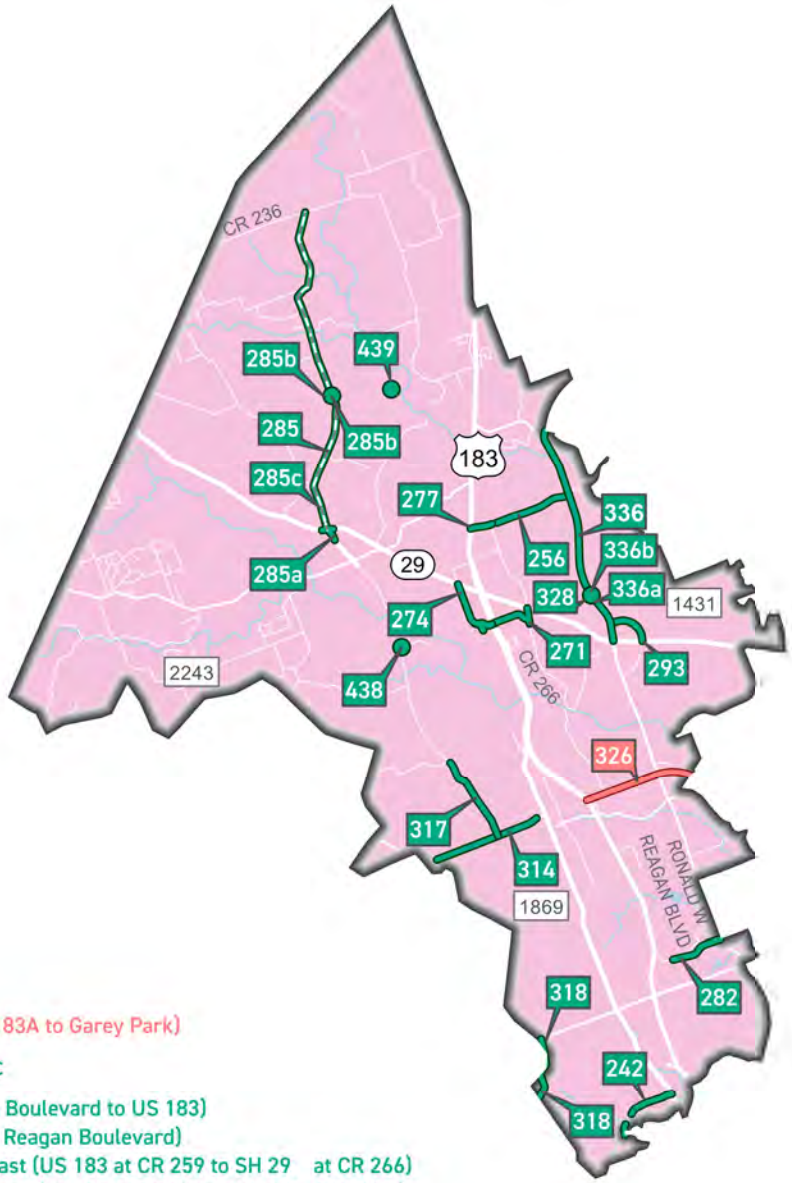


Completed/Open to Traffc

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

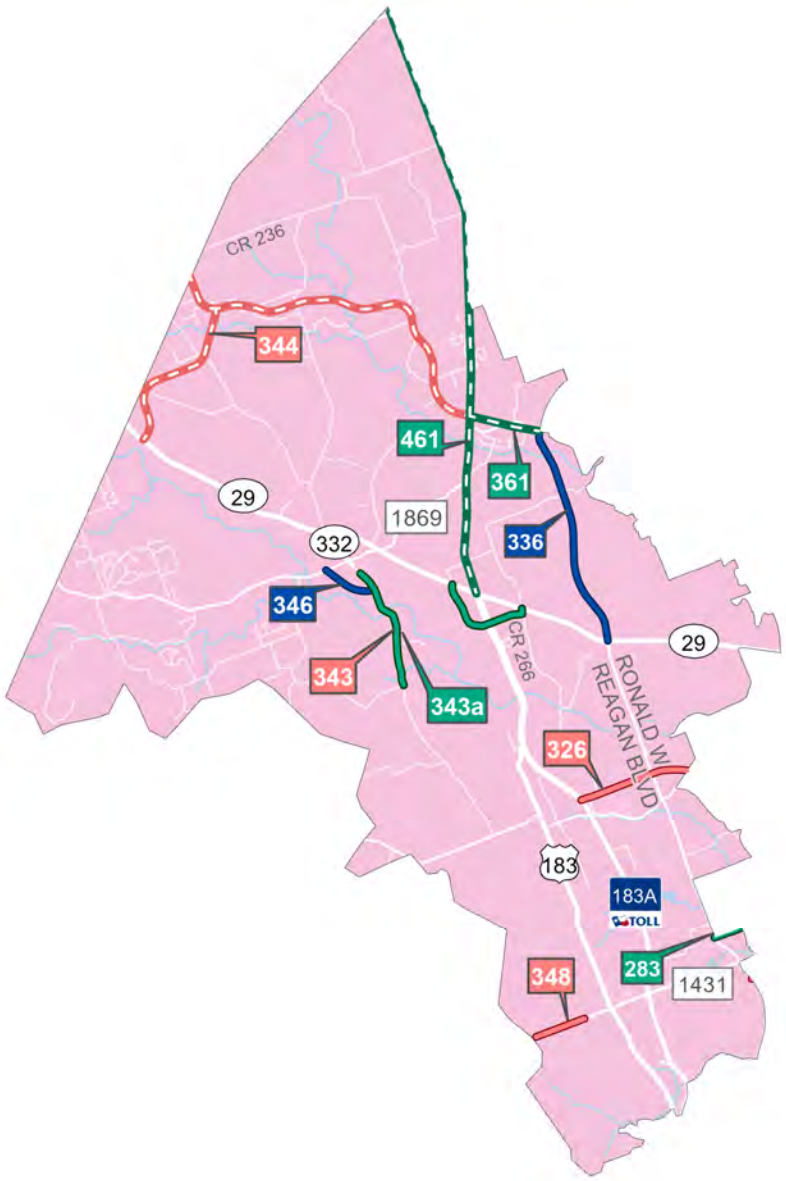
326 RM 2243 Realignment (183A to Garey Park)

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

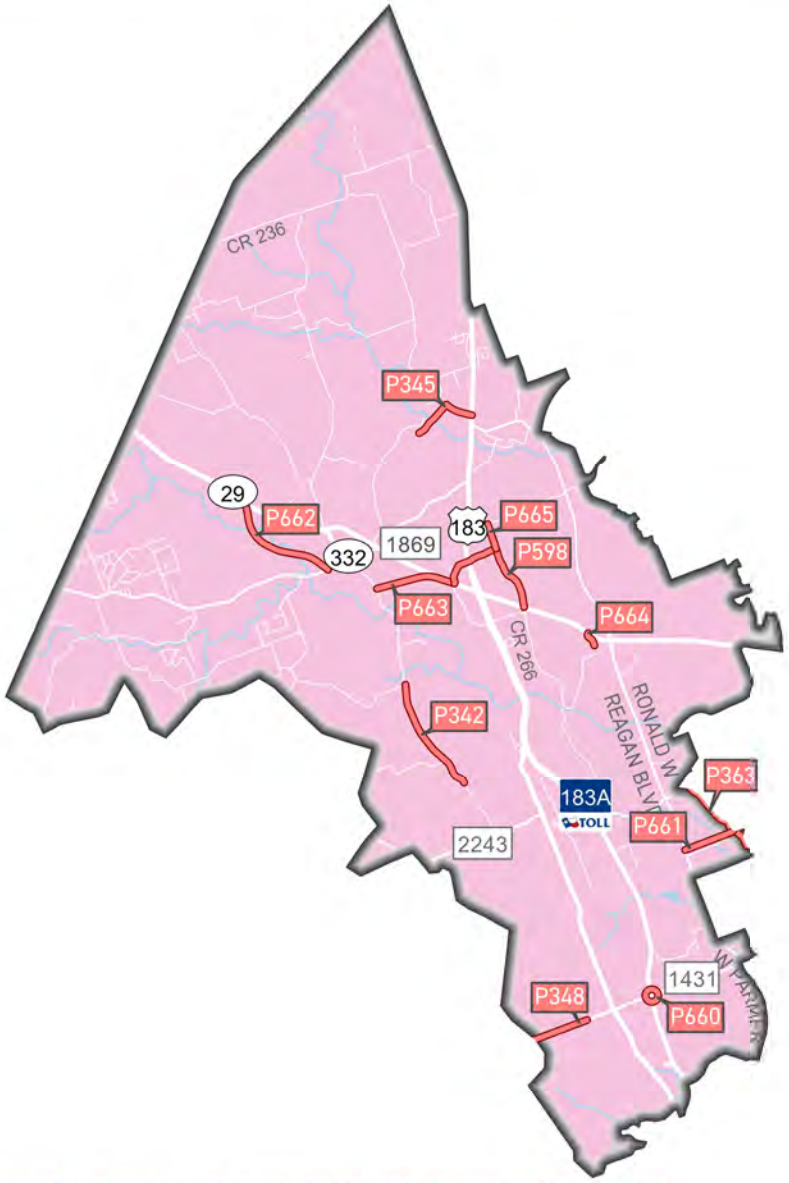
336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)
346 Liberty Hill (SH 29) Bypass (RM 1869 to CR 279)

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)

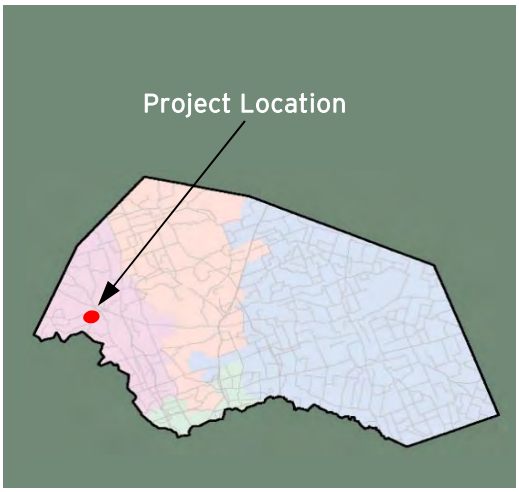
2023 ROAD BOND PROGRAM PROJECTS

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

SEPTEMBER 2025 IN REVIEW

9/5/2025: Chasco prepared to mobilize and resume roadway construction.

9/12/2025: Chasco Constructors resumed excavating, grading, and placing topsoil along Bagdad Road.

9/19/2025: Chasco Constructors placed drainage pipe and safety-end-treatments along Bagdad Road and placed asphalt for the detour on the west side of Bagdad Road.

9/26/2025: Chasco Constructors graded various driveways along Liberty Hill Bypass and poured the concrete safety-end-treatments on Bagdad Road and Liberty Hill Bypass.

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
20	9/1/2025	9/30/2025	30	$91,671.86	$10,235,594.24	$4,824.84	$538,715.49	75	91

9/30/2025 Comments - Chasco Constructors continued excavating, grading, and placing topsoil along Bagdad Road. Chasco graded various driveways along Liberty Hill Bypass and poured concrete safety-end-treatments on Bagdad Road and Liberty Hill Bypass. Subcontractor Lone Star paving placed HMA at the north side tie-in to existing Bagdad Rd. 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.

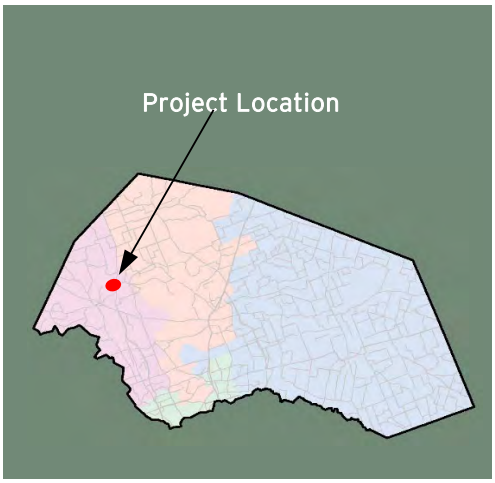
Change Order Number	Approved	Cost This CO	Total COs
03	7/3/2024	$ 229,702.00	$ 280,462.00

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

SEPTEMBER 2025 IN REVIEW

9/5/2025: Chasco Constructors placed the concrete traffic barrier at Elizabeth Park Boulevard and began the roadway excavation over the Enterprise gas lines.

9/12/2025: Chasco Constructors began placing flexible base for the right turn lane along SH 29 onto northbound Ronald Reagan Boulevard. Subcontractor Texas Highway Walls continued constructing Retaining Walls #13 and #14 by Abutment #6 of the North Fork San Gabriel River bridge.

9/19/2025: Chasco Constructors formed and poured concrete for the Fire Station driveway by Elizabeth Park Boulevard. Subcontractor Lone Star Paving placed prime coat and asphalt on the right turn lane along westbound SH 29 onto northbound Ronald Reagan Boulevard.

9/26/2025: Chasco Constructors continued the roadway excavation and embankment in various areas throughout the project and began lime treating the subgrade between the Fire Station driveway by Elizabeth Park Boulevard up to Tributary 1 to Sowe's Branch bridge.

Design Engineer: STV
Contractor: Chasco Constructors
Construction Observation:
Joseph Jones, HNTB

Williamson County
Road Bond Program

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
13	9/1/2025	9/30/2025	30	$2,201,572.80	$24,833,731.79	-$1,207,645.81	$1,307,038.52	50	38

9/30/2025 Comments - Chasco Constructors continued roadway excavation and embankment in various areas throughout the project and began lime treating subgrade between the Fire Station driveway by Elizabeth Park up to Tributary 1 to Sowe's Branch Bridge. The contractor continued pouring concrete for the Abutment 6 backwall at the North Fork San Gabriel River Bridge and the concrete ditch between CR 258 and bridge # 5. Subcontractor Texas Highway Walls continued constructing retaining walls 13 and 14 by Abutment 6 of the North Fork San Gabriel River Bridge. Subcontractor Lone Star Paving placed TY B and Ty D HMA on west bound SH 29 for the new right turn lane onto north bound Ronald Reagan Blvd. Chasco placed concrete traffic barrier along eastbound SH 29 up to the Ronald Reagan intersection and along southbound Ronald Reagan from the FM 3405 intersection going south.

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.

Change Order Number	Approved	Cost This CO	Total COs
06	9/30/2025	$ 12,886.00	$ 323,449.50

Adjusted Price = $52,482,748.50

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
5	5/1/2025	9/30/2025	0	$41,748.00	$841,965.04	$852.00	$17,182.96	64	78

9/30/2025 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

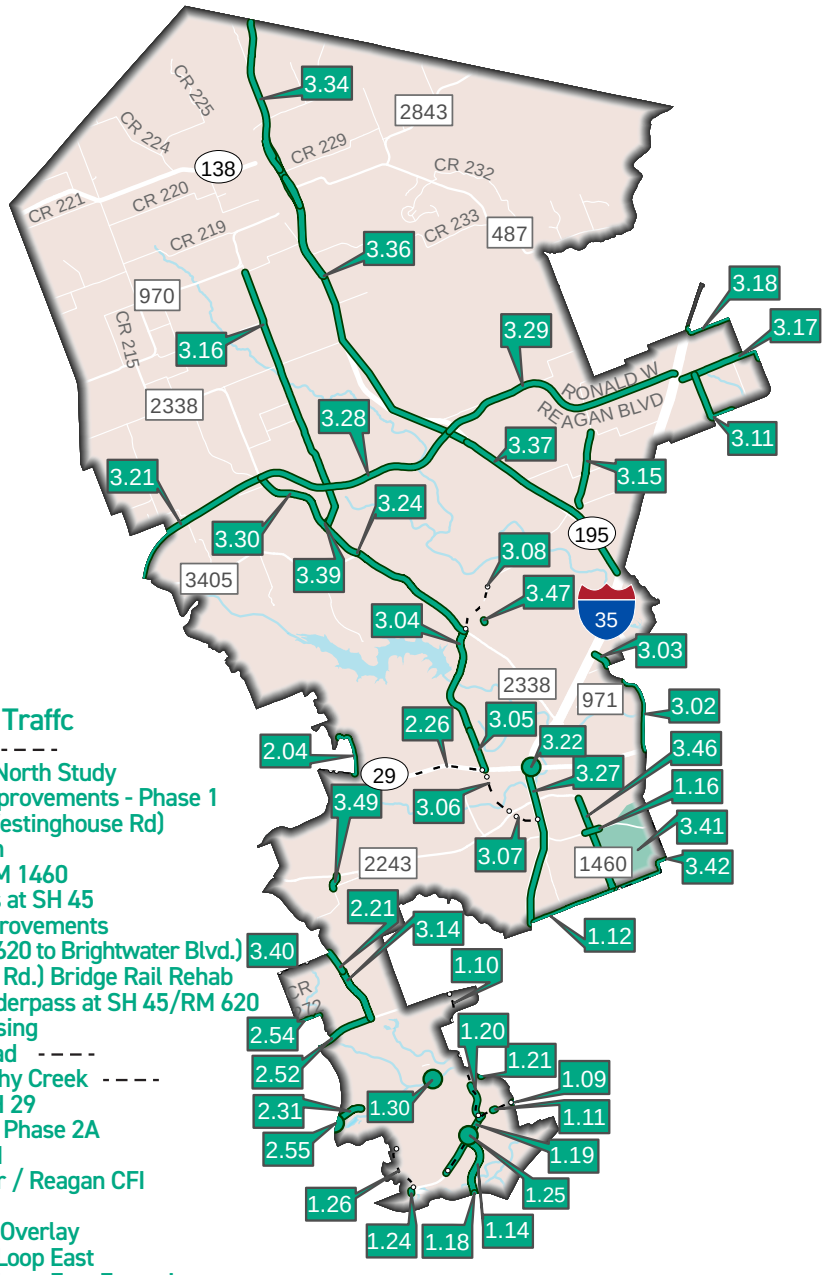
2. Differing Site Conditions 2J. Other: This Change Order adds an item for Vegetative Watering to help establish vegetation throughout the project now that it has been cleared.

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



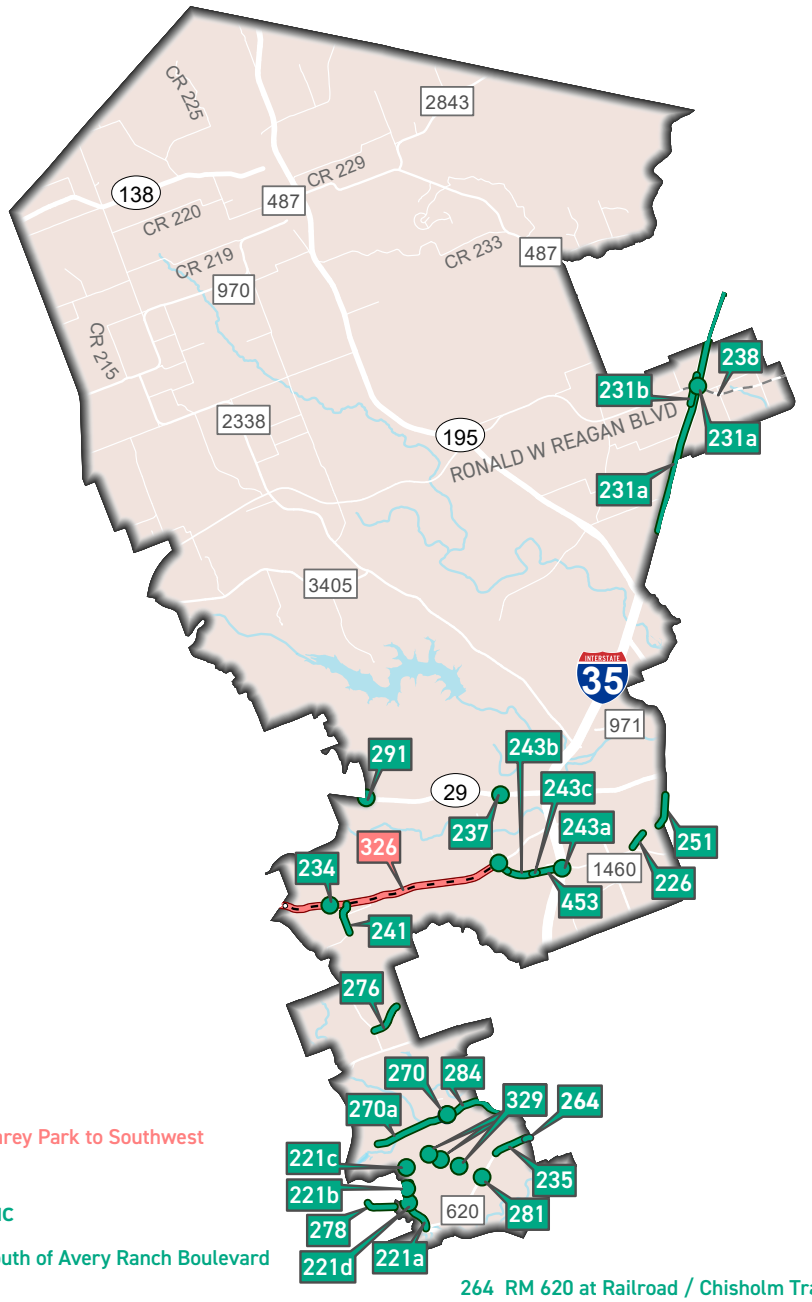
Study

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

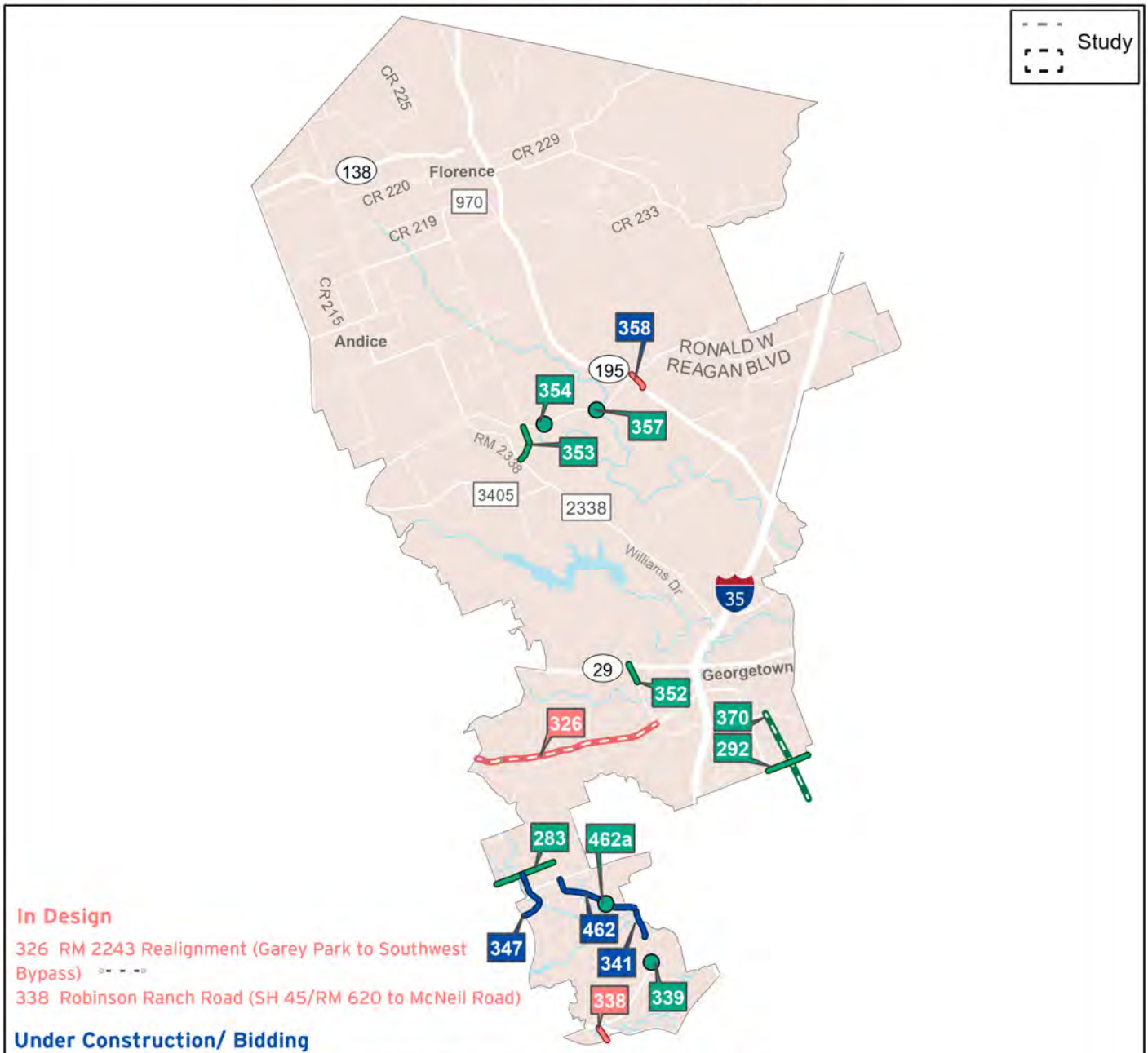
326 RM 2243 Realignment (Garey Park to Southwest Bypass)

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)

Under Construction/ Bidding

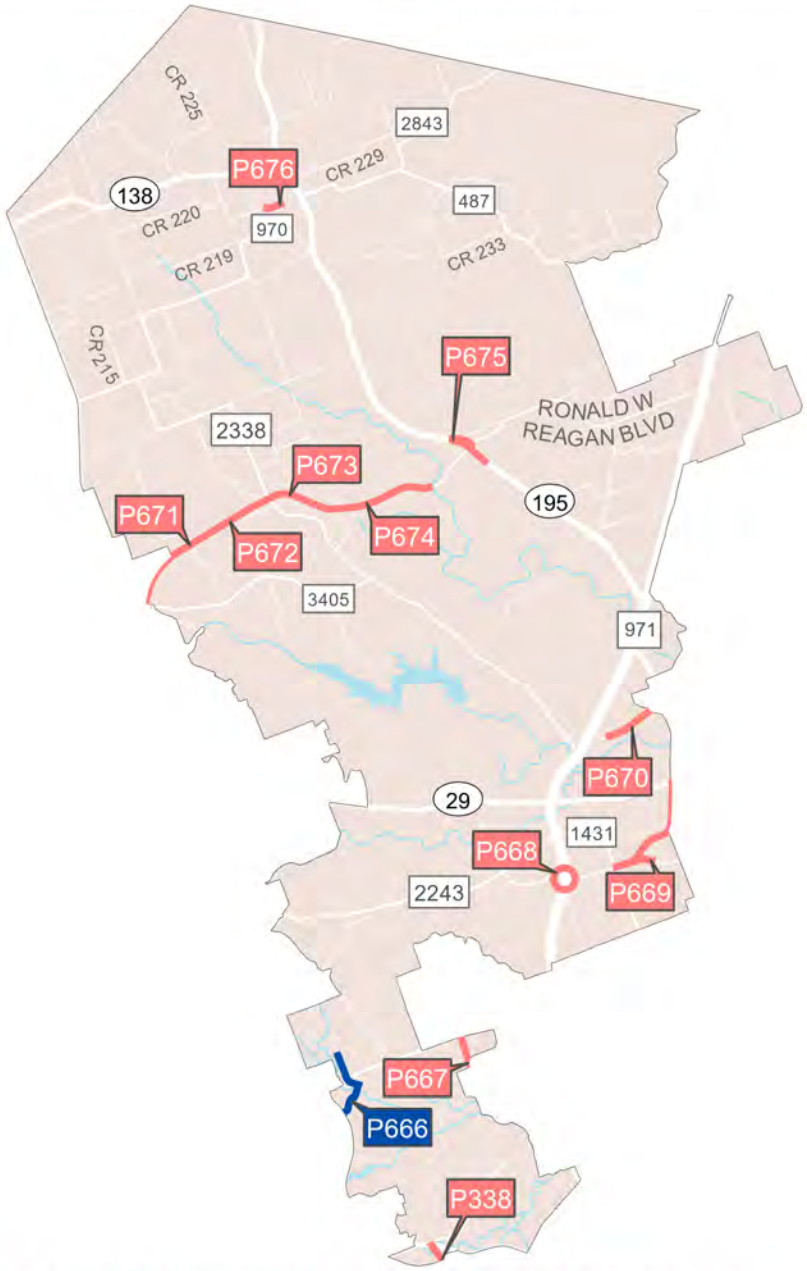
341 Wyoming Springs Extension (Brightwater Boulevard/ Creek Bend to Sam Bass Road)
347 Toro Grande Boulevard Extension (Whitestone Boulevard to Parmer Lane)
358 SH 195 at Ronald Reagan Boulevard
462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

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

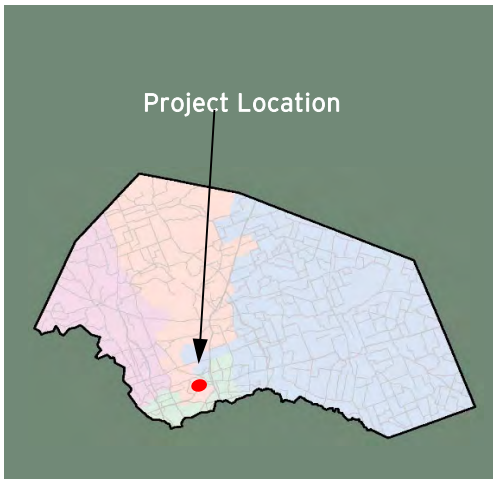


In Design

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)

Under Construction/Bidding

P666 Toro Grande Boulevard Extension (Parmer Lane to New Hope)



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

SEPTEMBER 2025 IN REVIEW

9/5/2025: Cash Construction continued the storm sewer box culvert installation between Deer Trail Circle and Live Oak Circle.

9/12/2025: Cash Construction graded ditches and slopes on the north side of Sam Bass Road east of Walsh Drive and at the Thousand Oaks Pond.

9/19/2025: Subcontractor Matoka seeded the Thousand Oaks Pond and began installing the metal beam guard fence along on the northwest corner of the Thousand Oaks intersection.

9/26/2025: Cash Construction continued the storm sewer culvert and inlet installation between Deer Trail Circle and Great Oaks Drive. Subcontractor Matoka completed installing the metal beam guard fence along on the northwest corner of the Thousand Oaks intersection.

Design Engineer: K Friese
Contractor: Cash Construction
Construction Observation:
Tracy Cooper, HNTB

Williamson County
Road Bond Program

HNTB

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
29	8/1/2025	8/31/2025	31	$1,030,303.10	$25,402,766.66	$54,226.48	$1,336,987.72	77	97
30	9/1/2025	9/30/2025	30	$527,666.49	$25,930,433.15	$27,771.92	$1,364,759.64	79	100

9/30/2025 Comments - Cash Construction completed the installation of the storm sewer trunk line and continued installing laterals and inlets between Deer Trail Circle and Great Oaks Drive. Subcontractor Matoka completed installing the metal beam guard fence along on the northwest corner of the Thousand Oaks intersection and placed topsoil and sprayed seed at the Thousand Oaks Pond. Subcontractor Ranger Excavation resumed roadway excavation between Walsh Drive and Deer Trail Circle.

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.

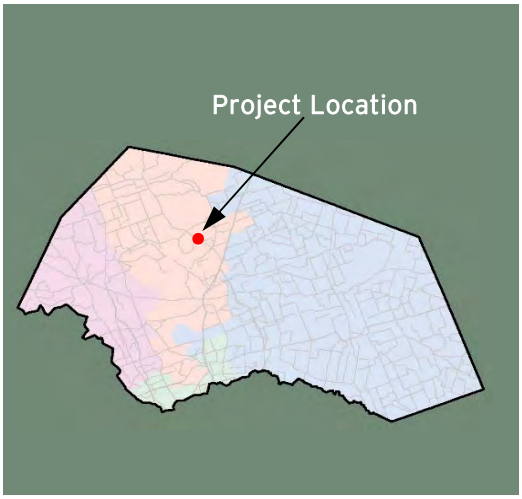
Change Order Number	Approved	Cost This CO	Total COs
09	7/2/2025	26,604.48	-1,659,570.56

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.

Change Order Number	Approved	Cost This CO	Total COs
10	9/30/2025	58,450.80	-1,601,119.76

1A. Design Error or Omission. Incorrect PS&E. - This Change Order adds an item for additional excavation for concrete rip rap not shown in the plans. This Change Order adds an item for required tree trimming and tree removal not called for in the plans. 4B. Third Party Accommodation. Third party requested work. This Change Order also adds an item to cap an existing fire hydrant rather than replacing the fire hydrant. Additional manhole rings were also added, by request from the City of Round Rock. In addition, this Change Order adds items for an additional fire hydrant and a water line bypass at the request of Aqua Texas. 6C. Untimely ROW/Utilities. Utilities not clear. This Change Order adds items to reimburse the Contractor for additional trench hammering at various locations and a remobilization of equipment due to utility conflicts.

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

SEPTEMBER 2025 IN REVIEW

9/5/2025: Joe Bland placed traffic control barricades and signs throughout the project. Joe Bland began clearing right-of-way and installed erosion control measures along the northbound SH 195 ramp.

9/12/2025: Joe Bland continued clearing right-of-way and began cutting drainage swales and removing spoils throughout the project.

9/19/2025: Joe Bland continued cutting drainage swales, balancing and processing embankment, and removing spoils throughout the project.

9/26/2025: Joe Bland continued cutting drainage swales, processing subgrade, and removing spoils throughout the project.

Design Engineer: WGI
Contractor: Joe Bland Construction
Construction Observation:
David Thornhill, HNTB

Williamson County
Road Bond Program

Project Name: SH 195 at Ronald Reagan Boulevard (Single Ramp)
Project No. 25IFB57

Original Contract Price = $3,608,141.00

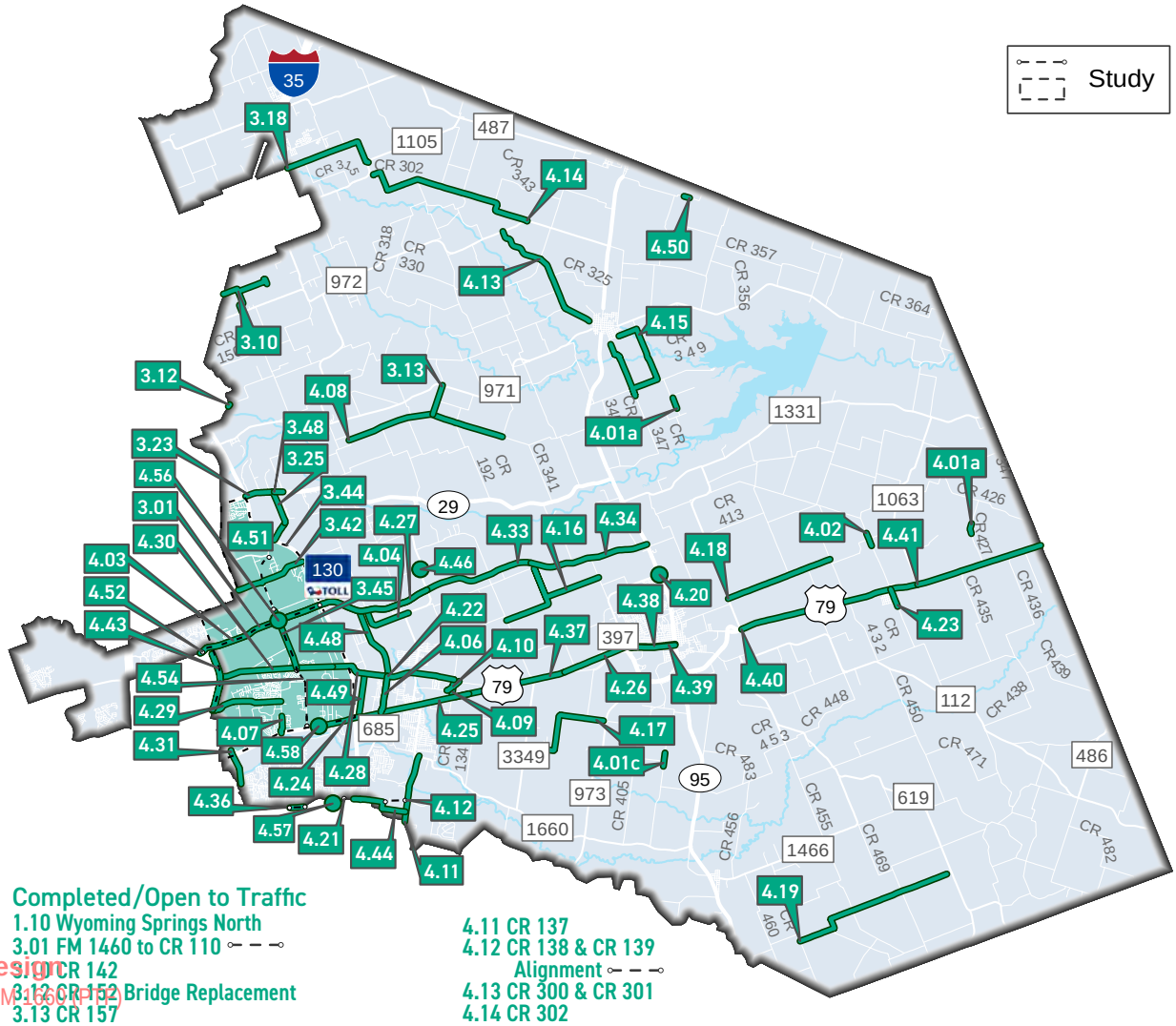
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
6/25/2025	7/15/2025	8/8/2025	8/18/2025				277		277

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	8/18/2025	9/30/2025	44	$114,169.50	$114,169.50	$12,685.50	$12,685.50	4	16

9/30/2025 Comments - Joe Bland continued cutting drainage swales, processing subgrade, and removing spoils throughout the project. They also started the excavation for the retaining wall foundation.

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 152 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

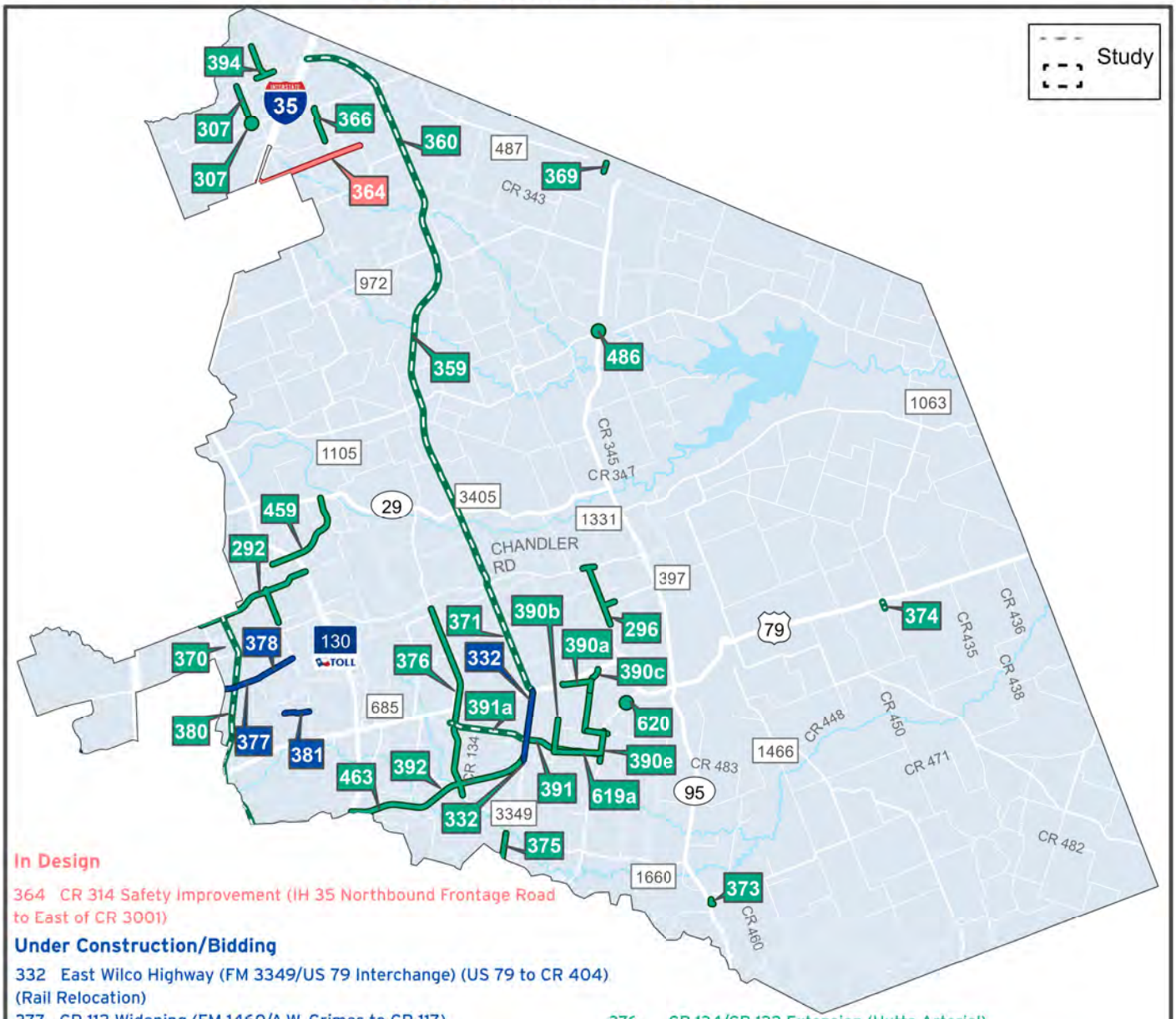
294 Chandler Road Extension Phase 1 (Planning)(SH 95 to US 79 at FM 619)

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

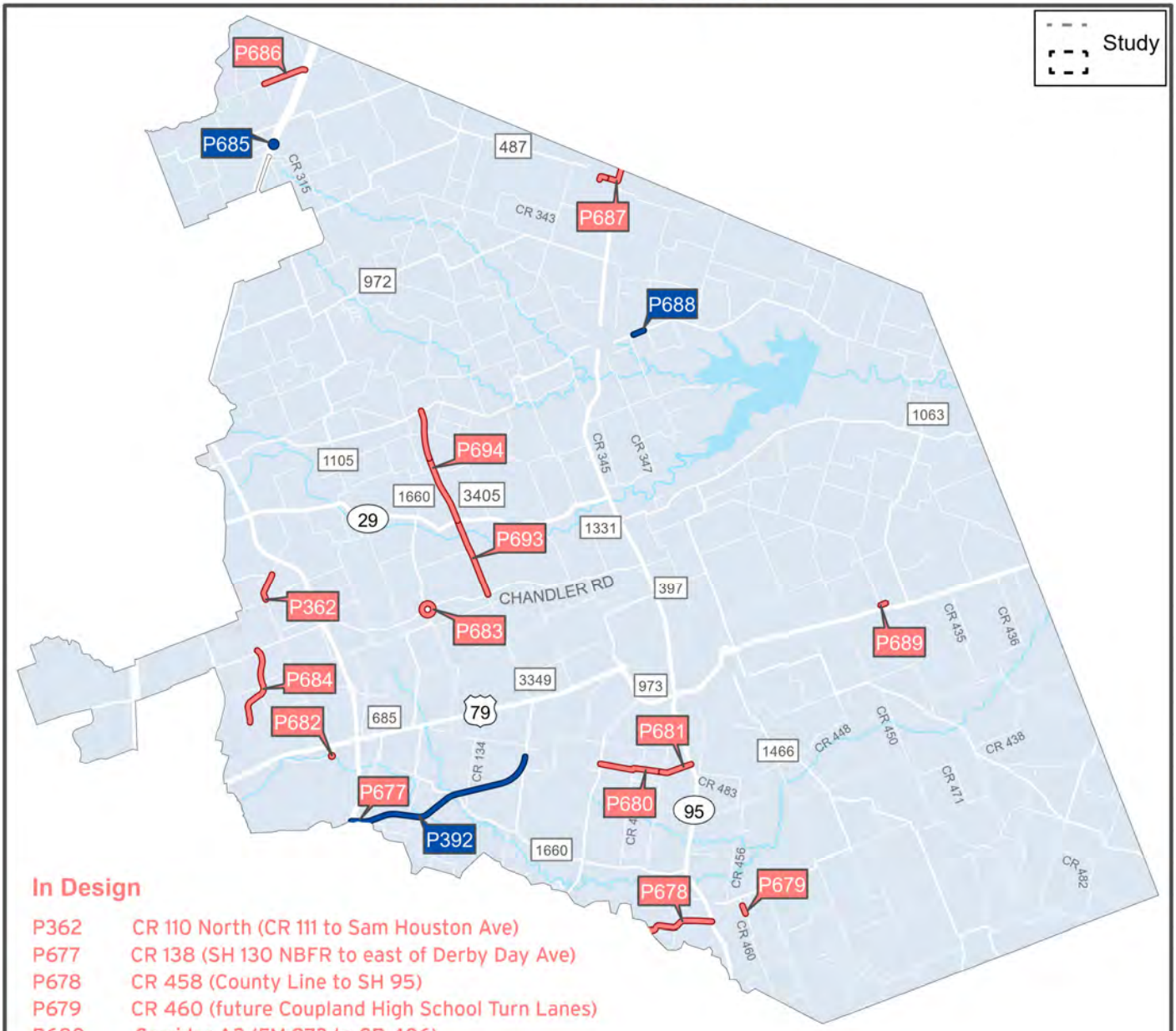
332 East Wilco Highway (FM 3349/US 79 Interchange) (US 79 to CR 404) (Rail Relocation)
377 CR 112 Widening (FM 1460/A.W. Grimes to CR 117)
378 CR 112 Widening (CR 117 to CR 110)
381 Old Settlers Boulevard (North Red Bud Lane/CR 122 to CR 110)

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

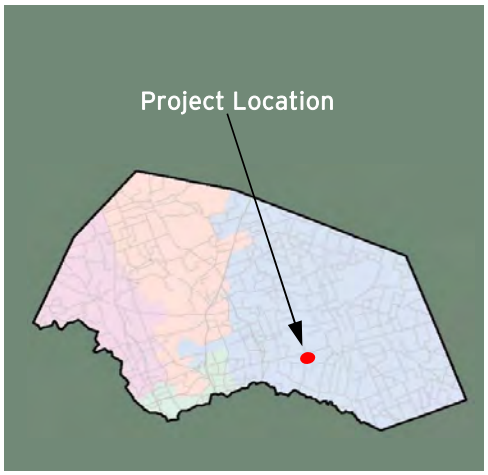


In Design

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

SEPTEMBER 2025 IN REVIEW

9/5/2025: Subcontractor Patin poured the final driveway on the northbound U-turn and the remaining curb for that area. MCI's subcontractor Stake Center began marking the MCI line in the UPRR's right-of-way.

9/12/2025: James Construction began preparing the temporary shoring panels for the UPRR box culvert and backfilled behind the curb along the northbound U-Turn. Subcontractor Patin formed and poured concrete for the westbound US 79 mow strip under the metal beam guard fence and began forming the eastbound mow strip.

9/19/2025: James Construction continued placing topsoil behind the westbound US 79 mow strip and continued general clean-up throughout the project.

9/26/2025: James Construction Group placed rock riprap for the drainage swale along the northern side of US 79. James Construction Group continued miscellaneous clean-up throughout the project.

Design Engineer: HDR
Contractor: James Construction
Construction Observation:
Asif Mirzazada, HNTB

Williamson County
Road Bond Program

HNTB

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
35	8/26/2025	9/25/2025	31	$241,395.57	$73,553,781.04	$0.00	$0.00	86	77

9/30/2025 Comments - James Construction Group (JCG) placed rock riprap for the drainage swale along the northern side of US 79. JCG continued miscellaneous clean-up throughout the project. The MCI fiber line in conflict with the box culvert in the UPRR right-of-way was cleared on 9/27/25. The work will resume on 10/06/25 when RailPros provides the required flaggers.

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	4/24/2025		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
20	6/1/2025	9/30/2025	0	$73,500.00	$29,138,658.36	$1,500.00	$594,666.50	97	53

9/30/2025 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

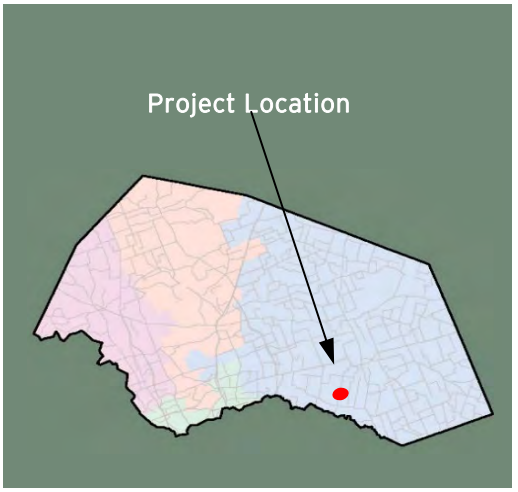
Original Contract Price = $553,983.00

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

9/30/2025 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

SEPTEMBER 2025 IN REVIEW

9/5/2025: Capital Excavation completed the work for the metal beam guard fence on CR 137 and poured the concrete rail along the top of Retaining Walls #1 and #3. Capital Excavation continued working on Spans #5 and #6 on the Cottonwood Creek bridge.

9/12/2025: Capital Excavation lime-treated the Atmos gas line easement and began working on the footing for Wall #3A. Capital Excavation poured the deck for Spans #5 and #6 on the Cottonwood Creek bridge.

9/19/2025: Capital Excavation poured the Abutment #1 approach slab at the Cottonwood Creek bridge and began excavating for the Wall #6 footing at the east end of the project. Subcontractor Woolery began working on the metal beam guard fence at Bridges #4 and #5.

9/26/2025: Capital Excavation continued working on Walls #3A and #3B and completed placing and processing the flexible base in the Atmos gas line easement. Capital Excavation continued cleaning up the Cottonwood Creek bridge deck and poured the footing for Wall #6.

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
11	8/1/2025	8/31/2025	31	$2,629,130.44	$37,897,457.20	$138,375.29	$1,994,603.01	64	26
12	9/1/2025	9/30/2025	30	$872,758.98	$38,770,216.18	$45,934.68	$2,040,537.69	65	29

9/30/2025 Comments - Capital Excavation set foam bedding on spans 1 to 8 and began setting deck panels on spans 1 and 2 of the Brushy Creek Bridge and continued placing topsoil between the face of retaining walls 3, 4, and 5 and the edge of the roadway. The contractor continued working on block walls 3A and 3B and completed placing and processing the flexible base in the Atmos gas line easement. Capital removed the existing driveway just west of Cottonwood Creek and cut the ditch and topsoiled the area. The contractor placed concrete at approach slabs at the Cottonwood Creek Bridge deck and poured the footing for Wall 6. Capital continued forming and pouring MOW strip and concrete riprap at various locations. Subcontractor Woolery installing metal beam guard fence at bridges 4 and 5.

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.

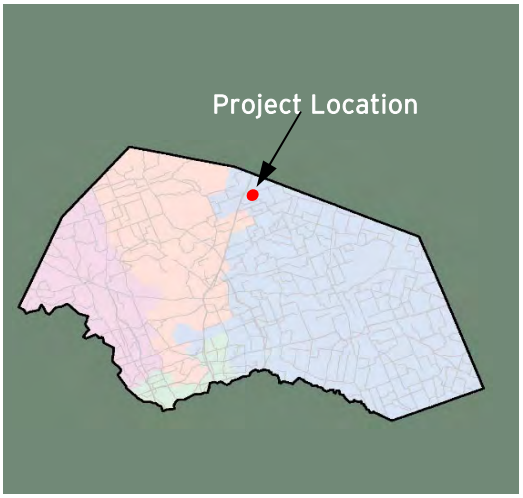
Change Order Number	Approved	Cost This CO	Total COs
03	7/2/2025	-$1,686,657.10	-$1,907,404.64

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.

Change Order Number	Approved	Cost This CO	Total COs
04	8/27/2025	$37,550.00	-$1,869,854.64

2. Differing Site Conditions. 2G: Unadjusted utility (unforeseeable): This Change Order compensates the Contractor for relocating an existing fire hydrant, capping a valve, adjusting 3 valves and installing a new valve that are in conflict with the proposed roadway. 4. Third Party Accommodation: 4B Third Party requested work: Compensates the Contractor for performing special (hand) clearing in the archeological area to expedite exploratory investigation.

Adjusted Price = $62,537,751.99



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

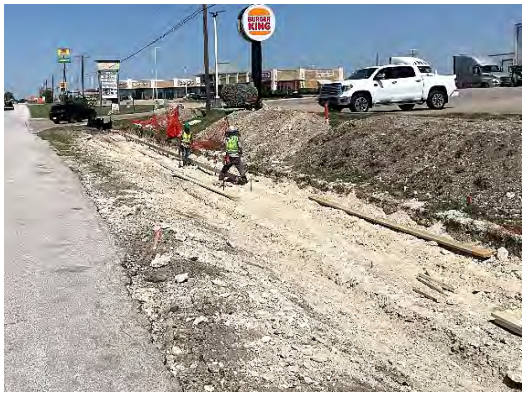
SEPTEMBER 2025 IN REVIEW

9/5/2025: Mills Construction continued stripping topsoil and began the roadway and channel excavation along the northbound frontage road. Subcontractor THM placed message boards in preparation for the closure and detour at Sonterra Boulevard that began on 9/10/25.

9/12/2025: Mills Construction continued stripping topsoil throughout the project. Mills Construction closed the Sonterra Boulevard driveway on 9/10 and began excavation.

9/19/2025: Mills Construction continued the roadway and channel excavation along the northbound frontage road. Mills Construction completed demolishing the Sonterra Boulevard driveway and began forming the new driveway.

9/26/2025: Mills Construction poured sections of the new Sonterra Boulevard driveway and continued forming and pouring the trickle channel.



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

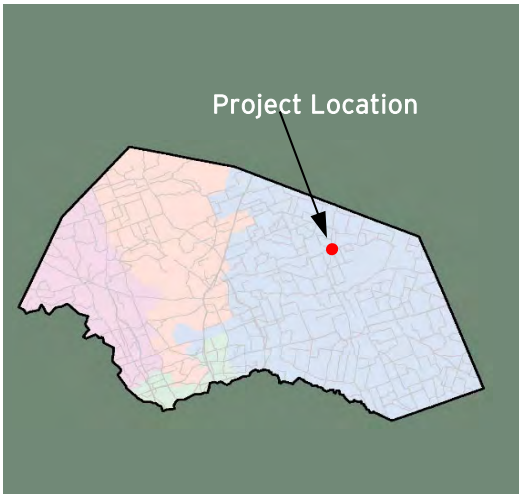
Original Contract Price = $566,829.31

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
2	9/1/2025	9/30/2025	30	$242,951.60	$289,096.29	$10,088.40	$15,215.59	54	37

9/30/2025 Comments - Mills Construction continued stripping topsoil throughout the project. Mills completed roadway and channel excavation and started lime treatment for the widening along the northbound frontage road. The contractor poured sections of the new Sonterra Boulevard driveway and continued forming and pouring the trickle channel.

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

SEPTEMBER 2025 IN REVIEW

9/5/2025: Lone Star Sitework, LLC formed and poured riprap in the ditch line west of the main driveway into the future Granger High School. Lone Star Sitework, LLC began lime-treating the subgrade for the FM 971 widening.

9/12/2025: Lone Star Sitework, LLC completed lime-treating the subgrade for the widening and began processing flexible base in the same area.

9/19/2025: Lone Star Sitework, LLC continued processing flexible base for the widening and the turn lane into the future Granger High School.

9/26/2025: Lone Star Sitework, LLC completed processing flexible base for the roadway widening and the turn lane into the future Granger High School. Lone Star Sitework, LLC began the final grading of the ditches along 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	7/25/2025	8/31/2025	38	$282,284.55	$282,284.55	$31,364.95	$31,364.95	27	54
2	9/1/2025	9/30/2025	30	$105,840.00	$388,124.55	$11,760.00	$43,124.95	37	97

9/30/2025 Comments - Lone Star Sitework LLC completed processing flexible base and applied prime for the roadway widening and the turn lane into Granger High School. The contractor began the final grading of the ditches along FM 971.

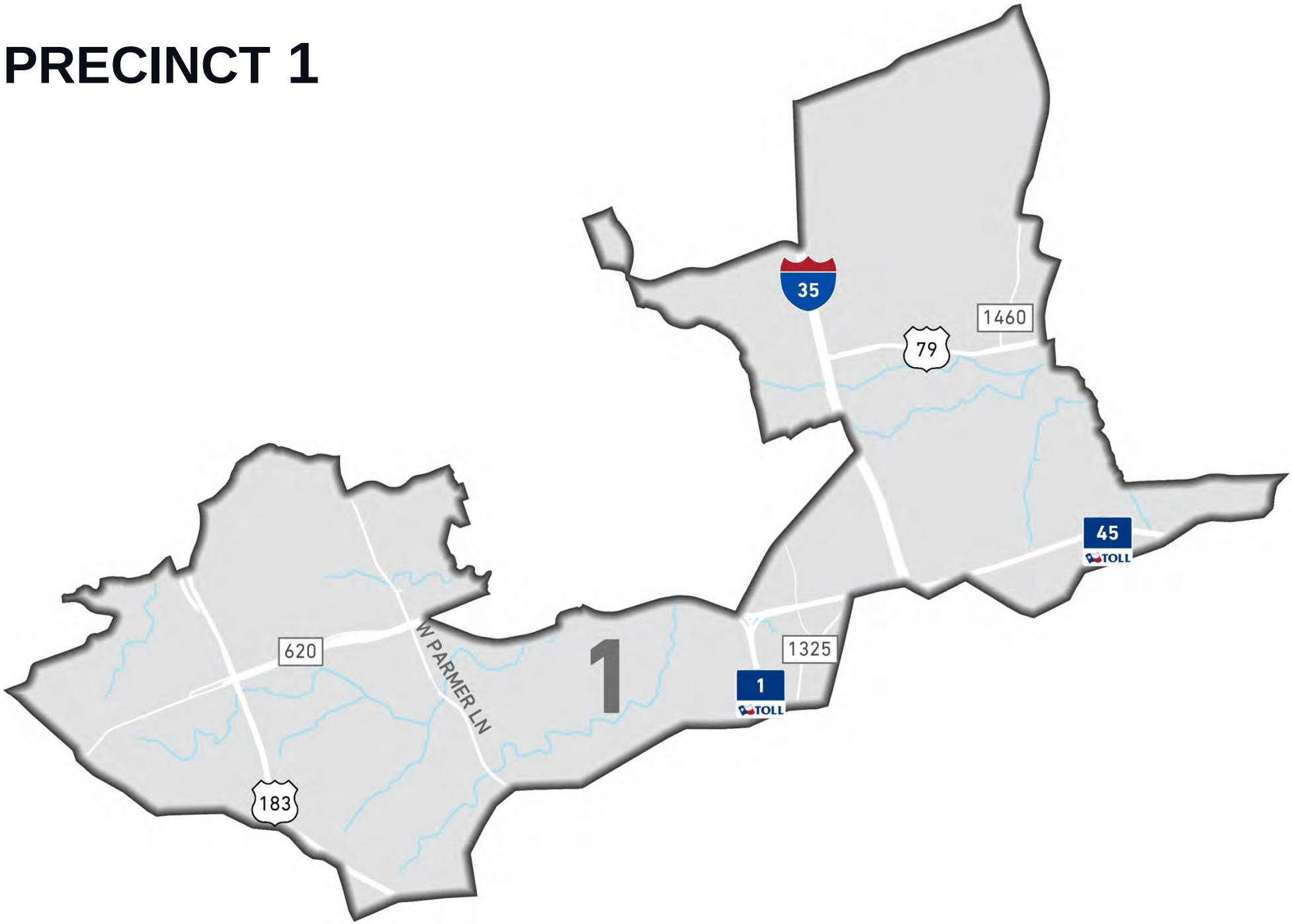
Adjusted Price = $1,161,629.00

WILLIAMSON COUNTY COMMISSIONERS COURT

ROAD BOND PROGRAM

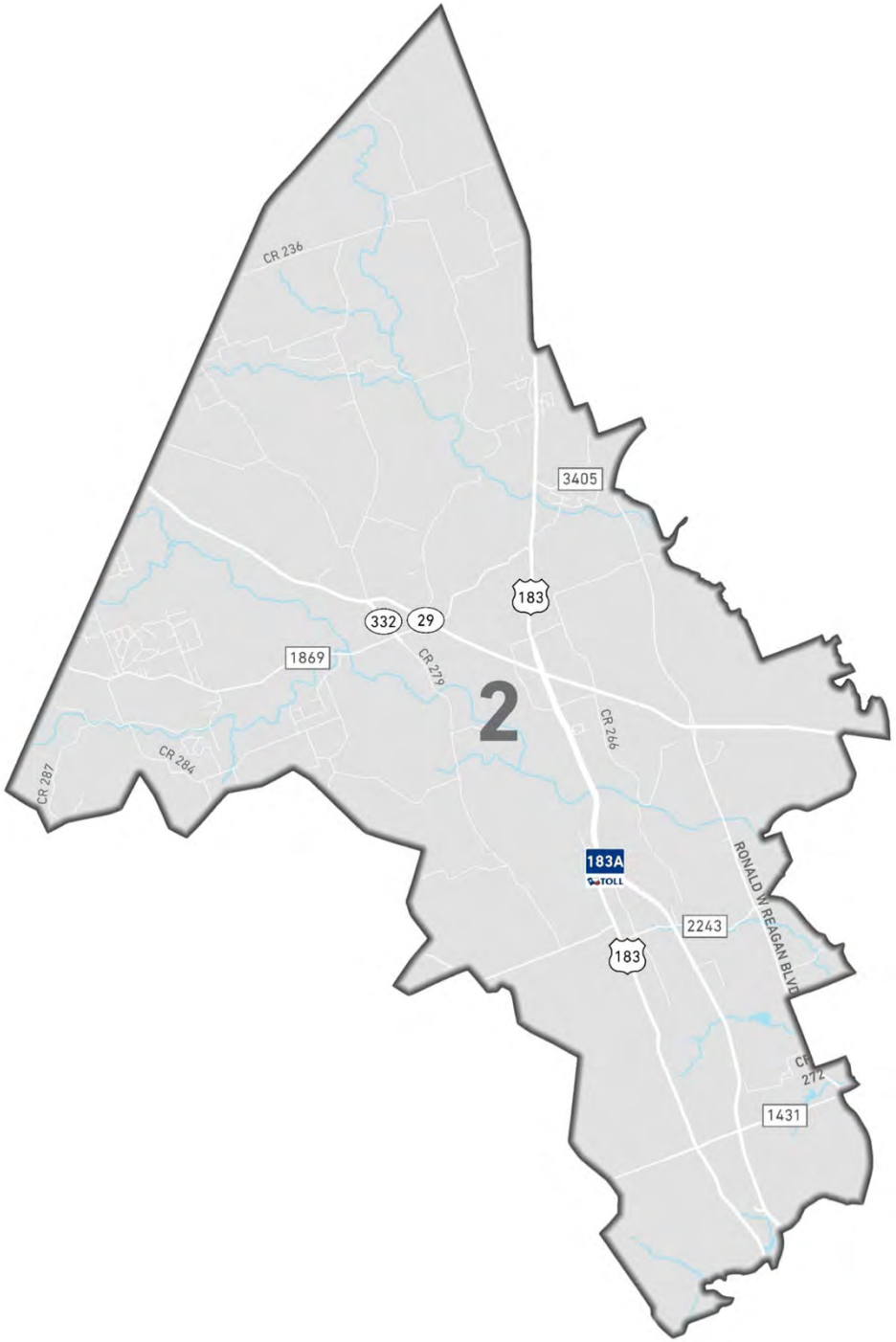
October 21, 2025

PRECINCT 1



Projects under planning and design, no active construction projects.

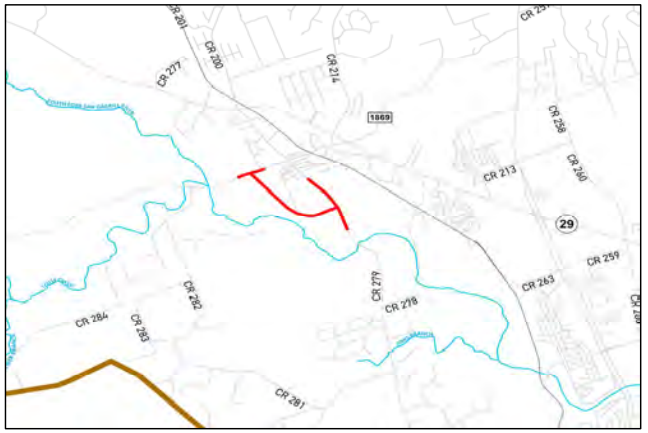
PRECINCT 2


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 = $10,774,309.73 (75%)

Liberty Hill (SH 29) Bypass
(RM 1869 to CR 279)

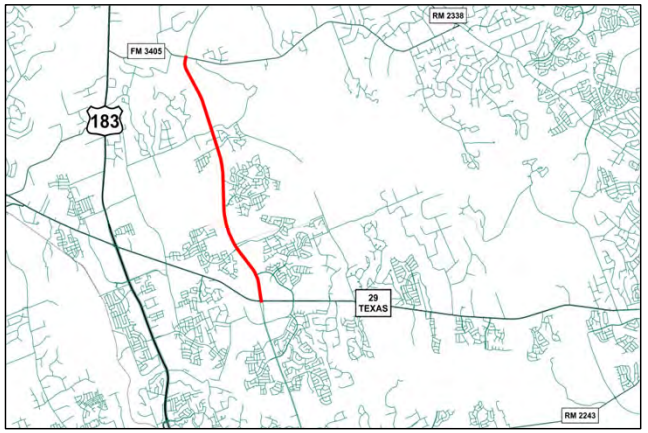
Liberty Hill (SH 29) Bypass
(RM 1869 to CR 279)

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

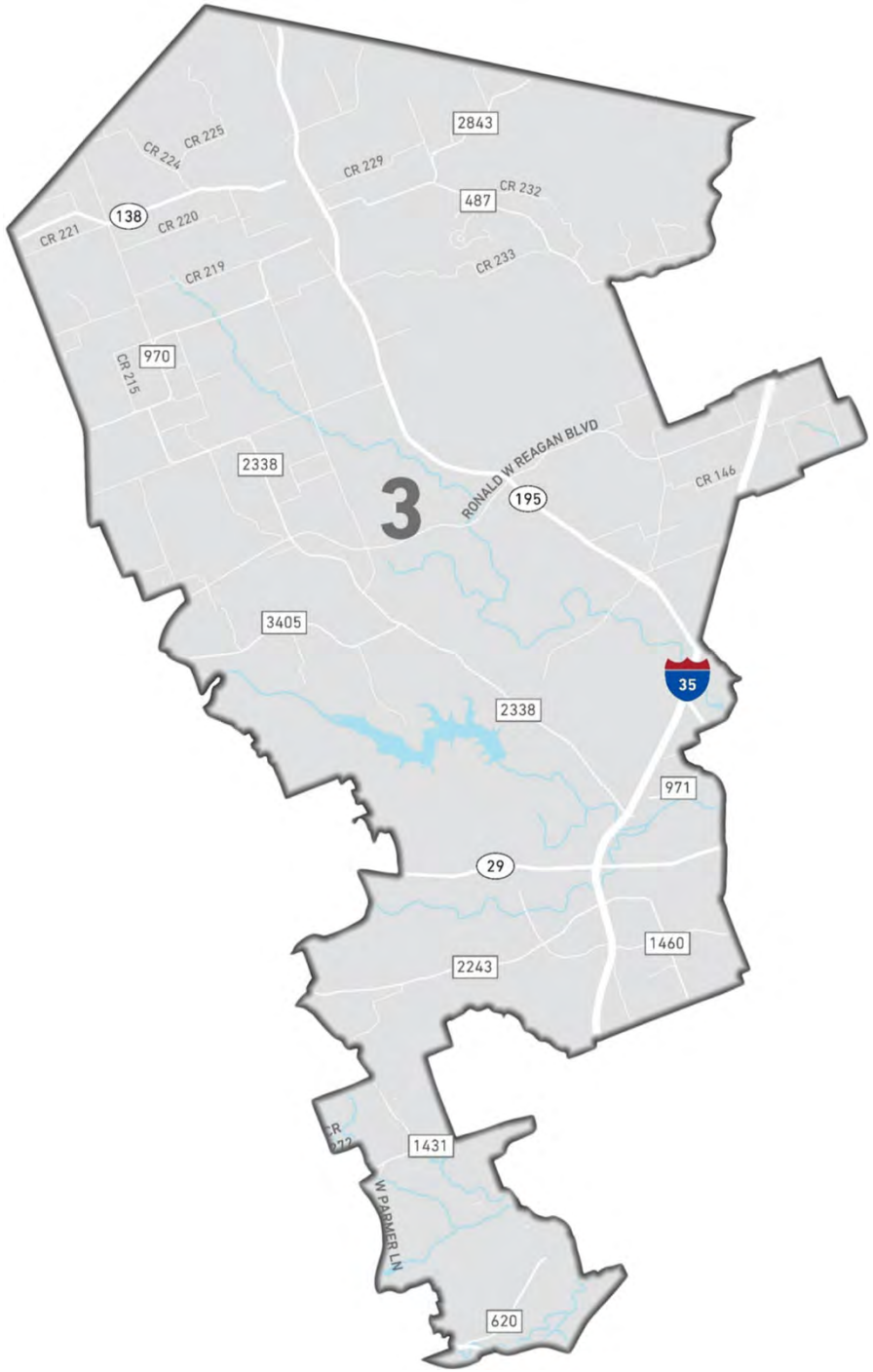
Expenditures to Date = $26,140,770.31 (50%)

Ronald Reagan Widening
(SH 29 to FM 3405)

Ronald Reagan Widening
(SH 29 to FM 3405)

Ronald Reagan Widening
(SH 29 to FM 3405)

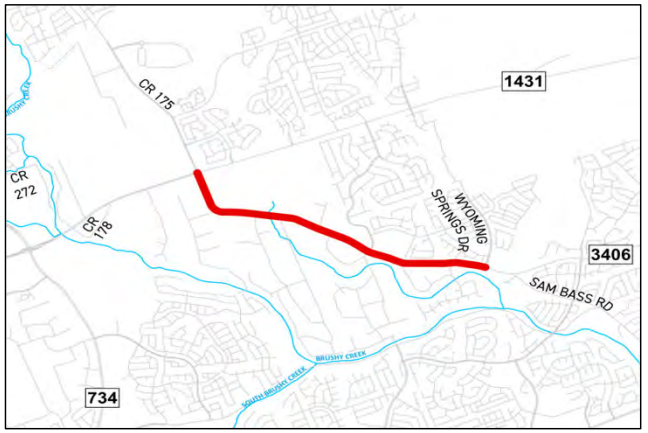
PRECINCT 3


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

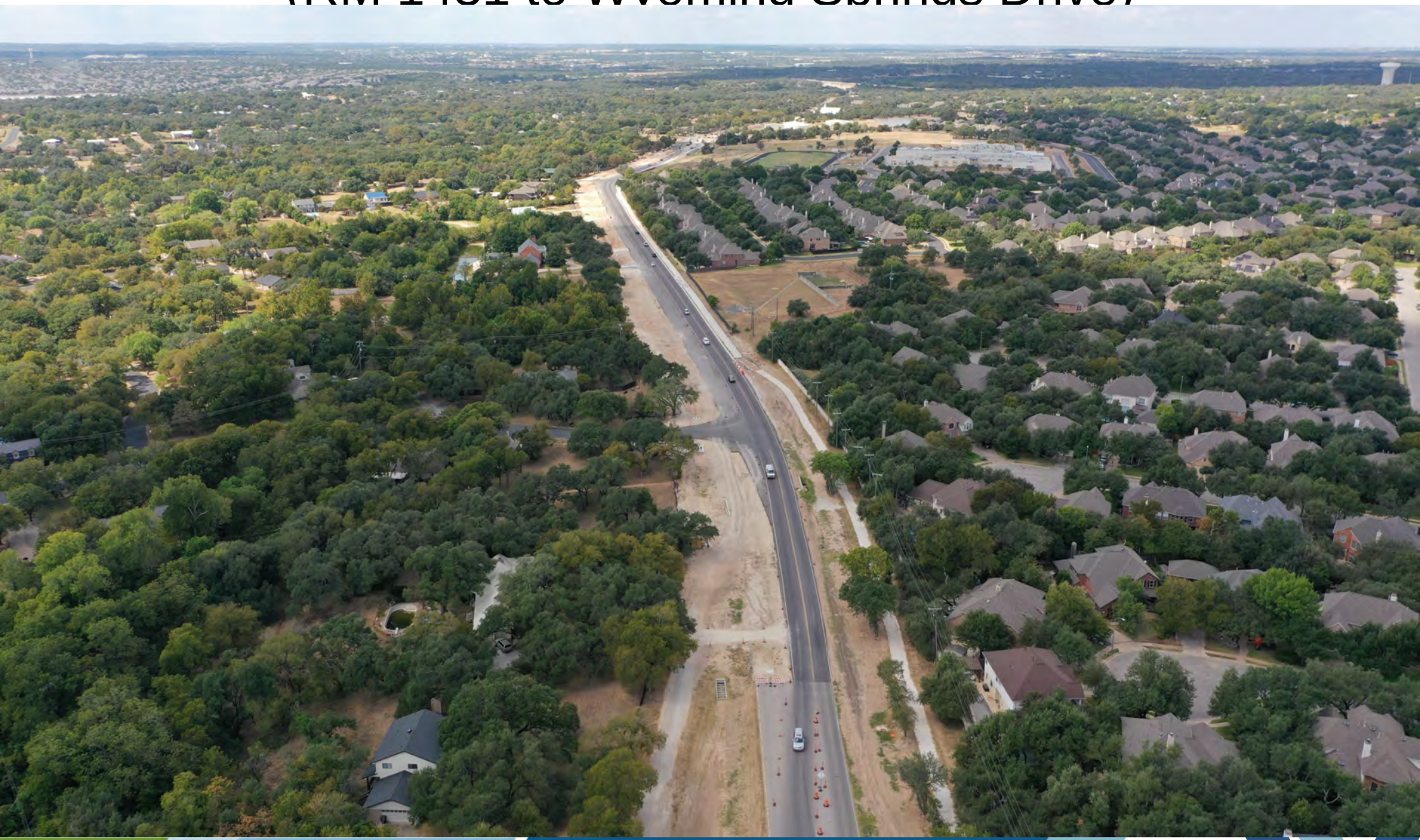
Adjusted Contract Price = $34,486,388.44

Expenditures to Date = $27,295,192.79 (79%)

Corridor H/Sam Bass Road
(RM 1431 to Wyoming Springs Drive)

Corridor H/Sam Bass Road
(RM 1431 to Wyoming Springs Drive)

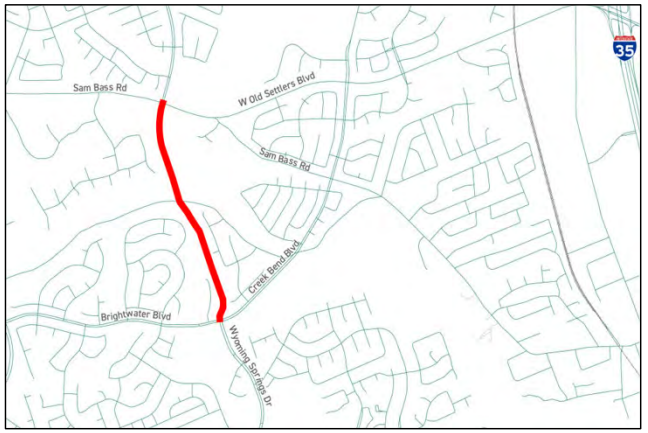
Corridor H/Sam Bass Road
(RM 1431 to Wyoming Springs Drive)



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 = $27,409.41

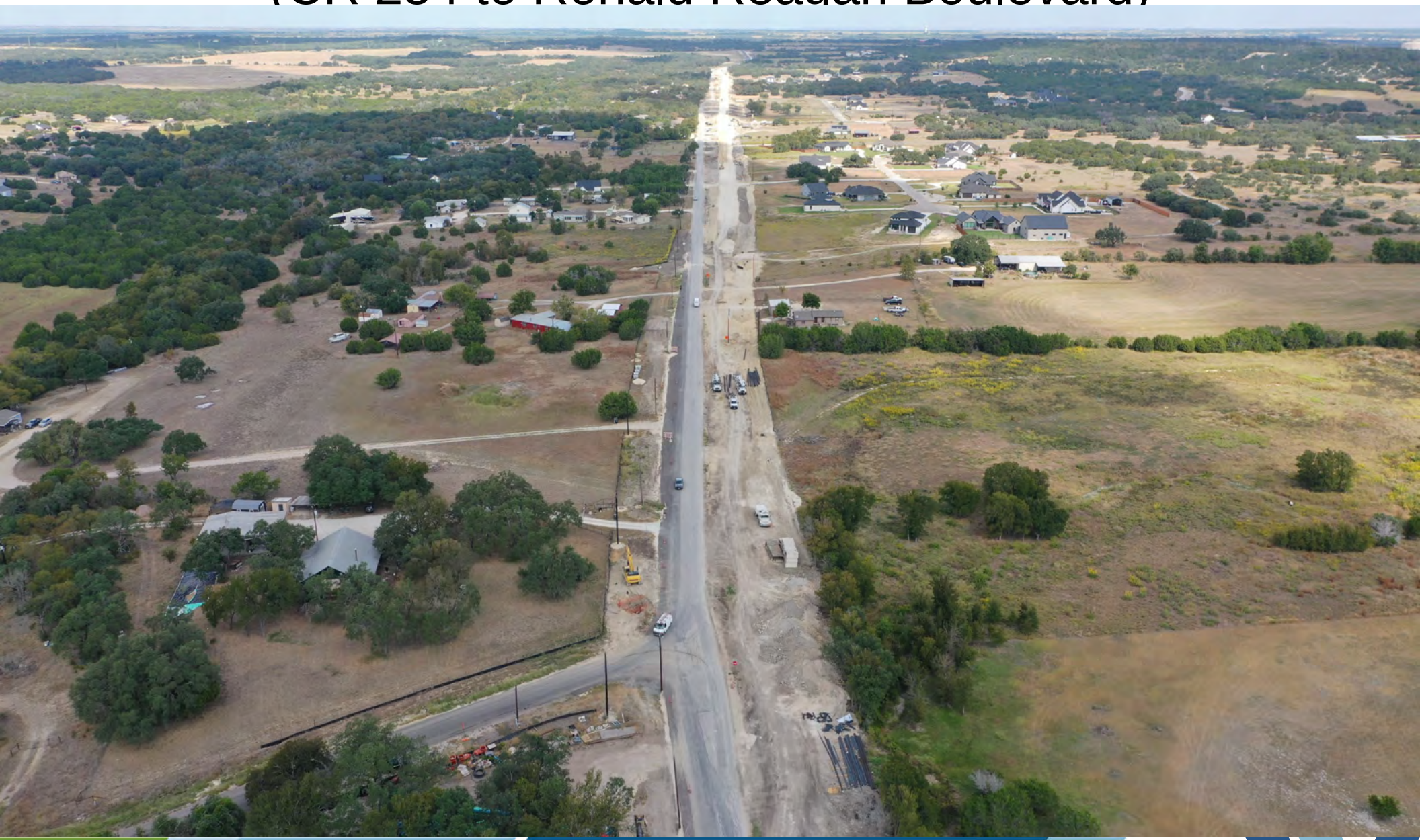
Adjusted Contract Price = $20,874,710.34

Expenditures to Date = $11,142,695.21 (53%)

CR 255 (Road and Bridge Funded)
(CR 254 to Ronald Reagan Boulevard)

CR 255 (Road and Bridge Funded)
(CR 254 to Ronald Reagan Boulevard)

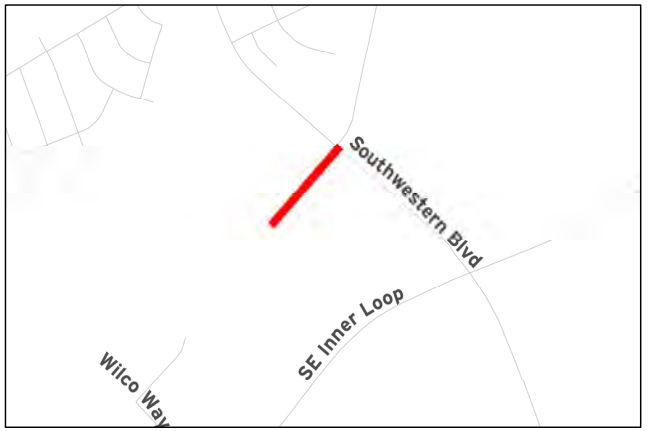
CR 255 (Road and Bridge Funded)
(CR 254 to Ronald Reagan Boulevard)



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 = $1,085,686.97 (40%)

Wilco Way (Tracy Chambers Lane Extension)
(Infrastructure Funded)
(Tracy Chambers Lane to Wilco Way)

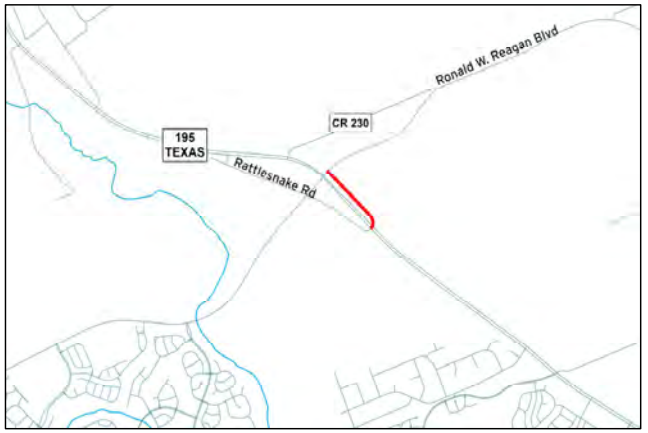
Wilco Way (Tracy Chambers Lane Extension)
(Infrastructure Funded)
(Tracy Chambers Lane to Wilco Way)

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

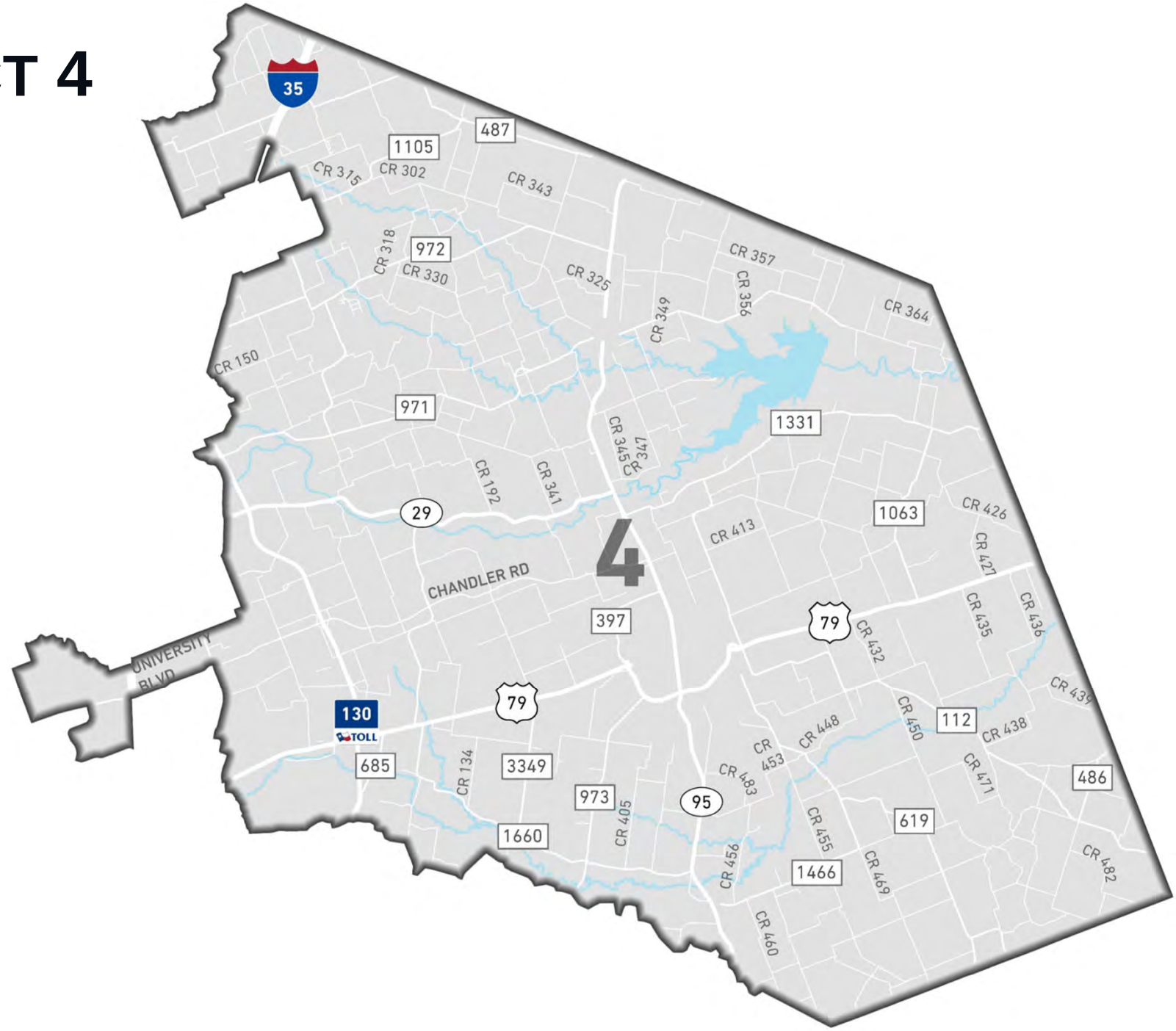
Expenditures to Date = $126,855.00 (4%)

SH 195 at Ronald Reagan Boulevard
(Single Ramp at Ronald Reagan Boulevard)

SH 195 at Ronald Reagan Boulevard
(Single Ramp at Ronald Reagan Boulevard)

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 427
CHANDLER RD
397
79
CR 432
CR 435
CR 436
UNIVERSITY BLVD
130
TOLL
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CR 439
CR 450
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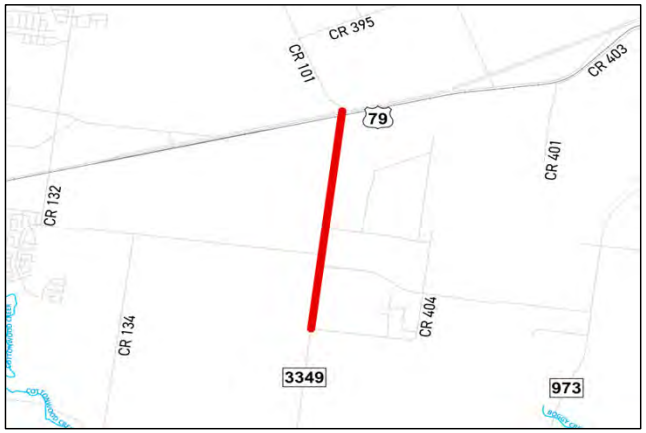
CR 438
CR 448
CR 453
CR 483
CR 471
685
CR 134
3349
973
95
486
CR 405
619
CR 455
1660
CR 459
1466
CR 469
CR 482
CR 460

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 = $73,553,781.04 (86%)

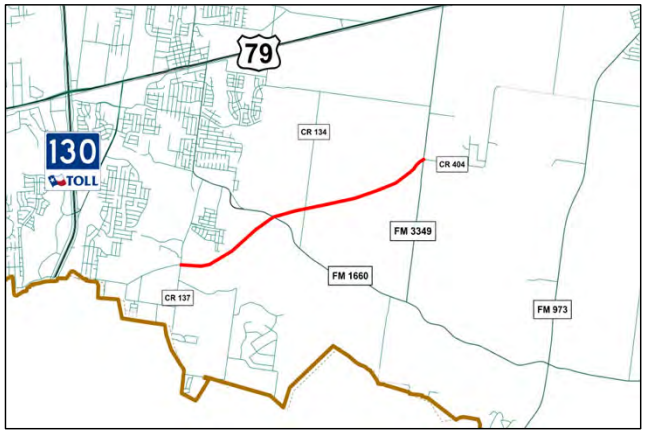
East Wilco Highway (FM 3349/US 79 Interchange)
(US 79 to CR 404)

East Wilco Highway (FM 3349/US 79 Interchange) (US 79 to CR 404)

East Wilco Highway - Segment 2
(CR 137 South of Hutto to CR 404)

Anticipated Completion

Summer 2028



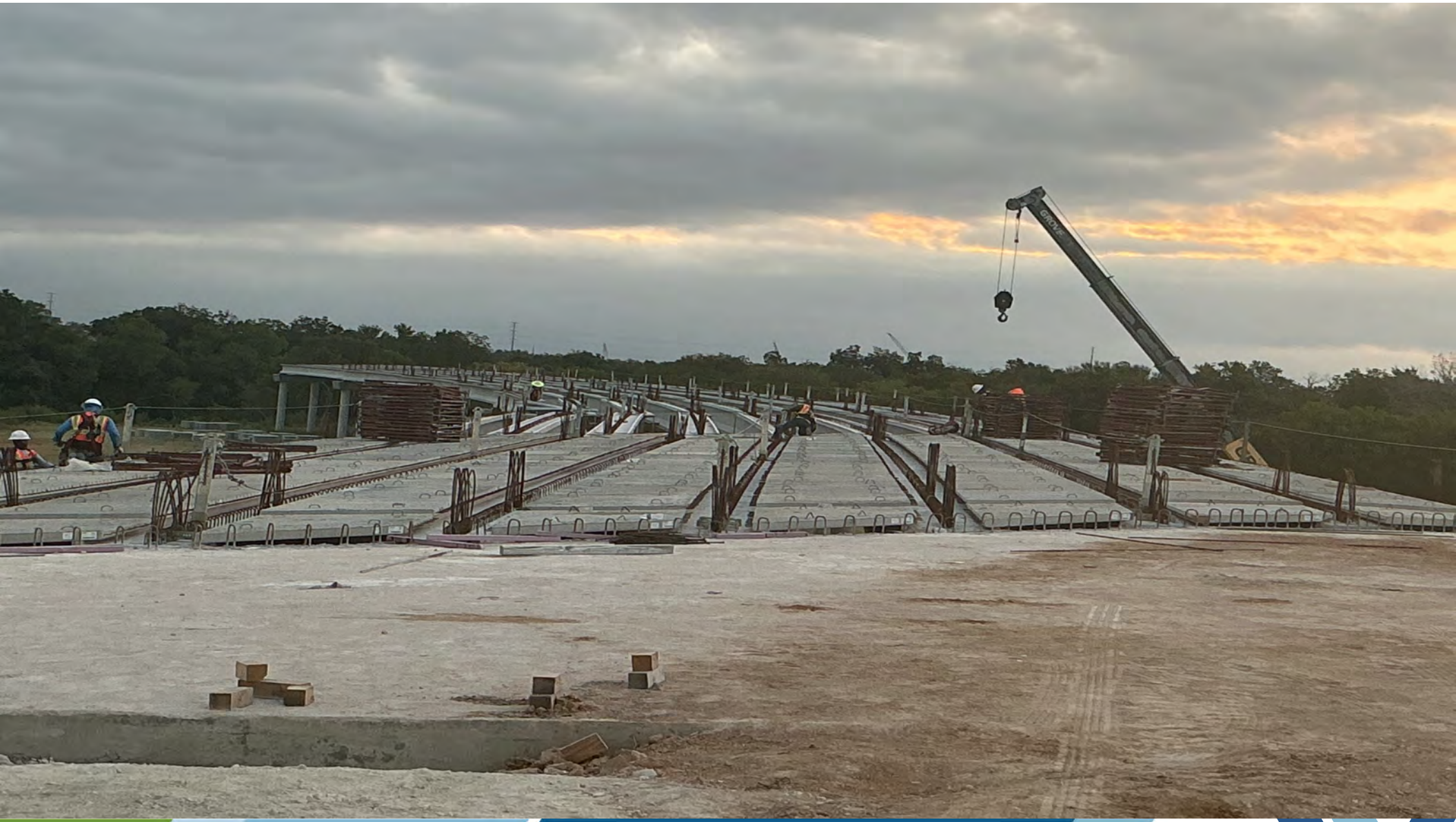
Original contract amount = $64,407,606.63

Total change orders = -$1,869,854.64

Adjusted contract price = $62,537,751.99

Expenditures to date = $40,810,753.87 (65%)

East Wilco Highway - Segment 2
(CR 137 South of Hutto and CR 404)



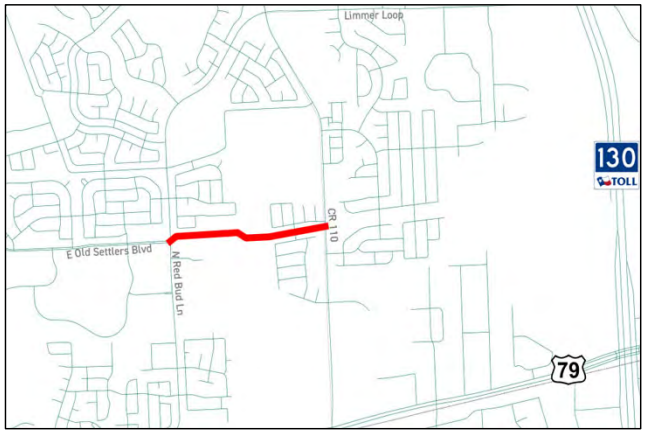
East Wilco Highway - Segment 2
(CR 137 South of Hutto and CR 404)

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

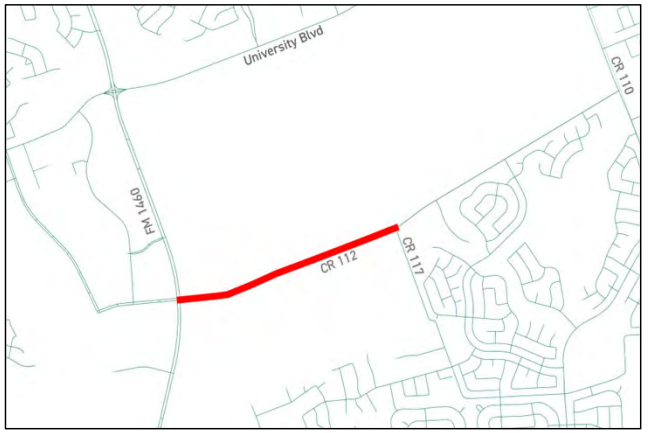
Old Settlers Boulevard
(North Red Bud Lane/CR 122 to CR 110)

Old Settlers Boulevard
(North Red Bud Lane/CR 122 to CR 110)

CR 112 Widening
(FM 1460/A.W. Grimes to CR 117)

Anticipated Completion

Late 2026



Partnership with the City of Round Rock

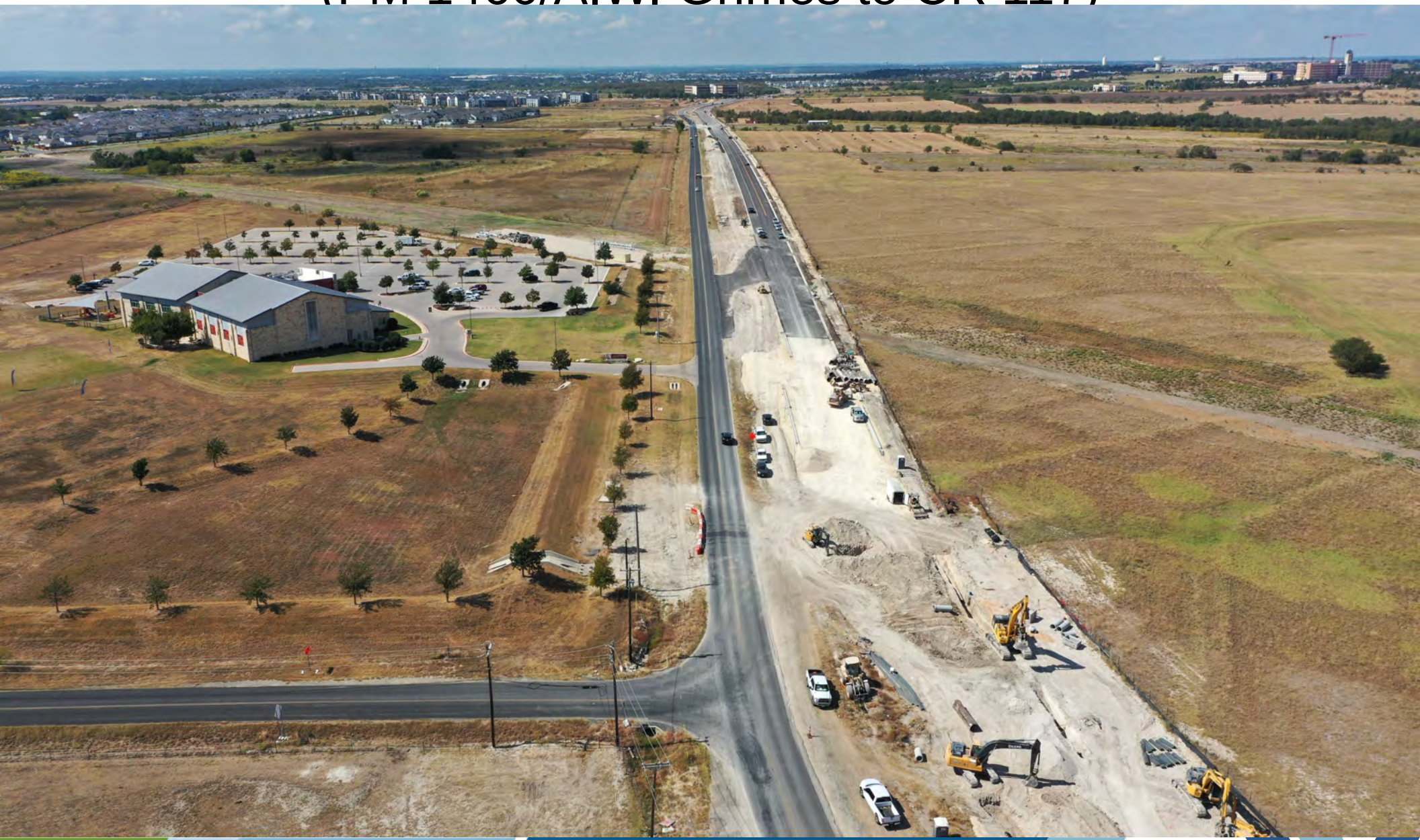
Original Contract Amount = $13,119,712.35

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
(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

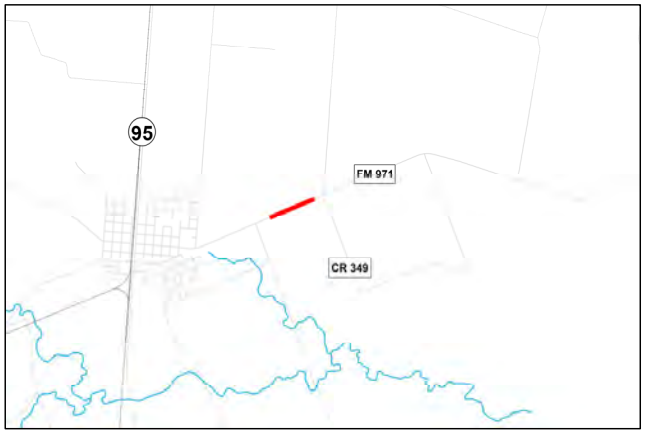
CR 112 Widening
(CR 117 to CR 110)

CR 112 Widening
(CR 117 to CR 110)

FM 971
(Future Granger High School Turn Lanes)

Anticipated Completion

Fall 2025



Original Contract Price = $1,161,629.00

Total Change Orders to Date = $0.00

Adjusted Contract Price = $1,161,629.00

Expenditures to Date = $431,249.50 (37%)

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 = $304,311.88 (54%)

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)

Commissioners Court - Regular Session **58.**

Meeting Date: 10/21/2025

CR 258 - THC Antiquities Permit Application

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission (THC), required as part of the Due Diligence Environmental Investigation on the CR 258 project, a 2023 Road Bond project in Commissioner Precinct 2.

Background

The permit requests the approval of an intensive archaeological pedestrian survey with subsurface testing required by the Texas Historical Commission (THC) on CR 258 project. No investigations will take place until a permit is received from the Texas Historical Commission. Portions of the attached application have been redacted prior to placement on the court agenda, to protect restricted information. Redacted information will be included in the application to the Texas Historical Commission. Project: P665.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR 258 - THC Antiquities Permit Application

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/14/2025 09:41 AM
Form Started By: Ragan Riggs		Started On: 10/13/2025 02:00 PM
Final Approval Date: 10/14/2025		

TEXAS HISTORICAL COMMISSION

ANTIQUITIES PERMIT APPLICATION FORM ARCHEOLOGY

GENERAL INFORMATION

I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) CR 258 Roadway Extension Project
County (ies) Williamson
USGS Quadrangle Name and Number Leander NE (30097-F7)
UTM Coordinates Zone 14 E 608348 m N 3393363 m
Location The project area is located 0.3 mile (0.5 km) east-southeast of the intersection of US 183 and CR 258, east of Liberty Hill, Texas. Along existing right of way of CR 258.

Federal Involvement ❑ Yes × No
Name of Federal Agency
Agency Representative

II. OWNER (OR CONTROLLING AGENCY)

Owner Williamson County
Representative Presiding Officer
Address 710 S. Main Street, Suite 101
City/State/Zip Georgetown, TX 78626
Telephone (include area code) 512.493.1100 Email Address ctyjudge@wilco.org

III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

Sponsor Williamson County
Representative
Address
City/State/Zip
Telephone (include area code) Email Address

PROJECT INFORMATION

I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name Analise Hollingshead, M.S.
Affiliation SWCA Environmental Consulting
Address 4407 Monterey Oaks Boulevard, Suite 110, Bldg. 1
City/State/Zip Austin, Texas 78749
Telephone (include area code) 210-441-7763, ext. 17303 Email Address: analise.hollingshead@swca.com

(OVER)

ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)

II. PROJECT DESCRIPTION

Proposed Starting Date of Fieldwork September 1, 2025

Requested Permit Duration 5 Years _____ Months (1 year minimum)
Scope of Work (Provided an Outline of Proposed Work) See attached scope of work

III. CURATION & REPORT

Temporary Curatorial or Laboratory Facility SWCA on-site facilities, Austin, Texas
Permanent Curatorial Facility Center for Archaeological Research at UT in San Antonio

IV. LAND OWNER'S CERTIFICATION

I, Steve Snell, as legal representative of the Land Owner, Williamson County, do certify that I have reviewed the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Owner, Sponsor, and Principal Investigator are responsible for completing the terms of the permit.
Signature _____ Date _____

V. SPONSOR'S CERTIFICATION

I, Steve Snell, as legal representative of the Sponsor, Williamson County, do certify that I have review the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Sponsor, Owner, and Principal Investigator are responsible for completing the terms of this permit.
Signature _____ Date _____

VI. INVESTIGATOR'S CERTIFICATION

I, Analise Hollingshead, as Principal Investigator employed by SWCA Environmental Consultant (Investigative Firm), do certify that I will execute this project according to the submitted plans and research design, and will not conduct any work prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Principal Investigator (and the Investigative Firm), as well as the Owner and Sponsor, are responsible for completing the terms of this permit.
Signature _____ Date 8/8/2025
Principal Investigator must attach a research design, a copy of the USGS quadrangle showing project boundaries, and any additional pertinent information. Curriculum vita must be on file with the Archeology Division.

FOR OFFICIAL USE ONLY

Reviewer _____ Date Permit Issues _____
Permit Number _____ Permit Expiration Date _____
Type of Permit _____ Date Received for Data Entry _____

Texas Historical Commission
Archeology Division
P.O. Box 12276, Austin, TX 78711-2276
Phone 512-463-6096
thc.texas.gov

TEXAS HISTORICAL COMMISSION
real places telling real stories
thc.texas.gov

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Austin, Texas 78749
Tel 512.476.0891 Fax 512.476.0893
www.swca.com

September 29, 2025

Rebecca Shelton
Texas Historical Commission
P.O. Box 12276
Austin, Texas 78711-2276

Re: Proposed Scope of Work for Cultural Resources Investigations for the County Road 258 Roadway Extension Project, Williamson County, Texas / SWCA Project No. 87699-014

Dear Rebecca Shelton:

This letter is a request for a Texas Antiquities Permit to conduct cultural resources investigations for the proposed County Road (CR) 258 Roadway Extension Project in Williamson County, Texas (project). The project consists of extending CR 258 Sunset Ridge Drive by approximately 0.6 mile (0.9 kilometer) in length with the maximum width not being greater than 212 feet (65 meters), and a proposed easement for a culvert extension, totaling approximately 4 acres (0.8 hectares). As the proposed project is being undertaken by Williamson County, a political subdivision of the State of Texas, a Texas Antiquities Permit is required in accordance with the Antiquities Code of Texas (Texas Natural Resource Code, Title 9, Chapter 191) and accompanying Rules of Practice and Procedure (Texas Administrative Code, Title 13, Chapter 26).

If you have any questions or concerns, please contact me at (281) 733-9791 or analise.hollingshead@swca.com.

Sincerely,

Analise Hollinghead, M.S.
Principal Investigator

PROPOSED SCOPE OF WORK FOR CULTURAL RESOURCES INVESTIGATIONS FOR THE COUNTY ROAD 258 ROADWAY EXTENSION PROJECT, WILLIAMSON COUNTY, TEXAS

Project Landowner and Sponsor – Williamson County
Project Consultant – SWCA Environmental Consultants
Principal Investigator – Analise Hollingshead, M.S.
Architectural Historian – Kelsey Riddle, M.S.
Date – August 9, 2025

INTRODUCTION

On behalf of Williamson County, SWCA Environmental Consultants (SWCA) proposes to conduct an intensive archaeological survey in support of the County Road (CR) 258 Roadway Extension Project (project), east of Liberty Hill in Williamson County, Texas (Figure 1). The project consists of extending CR 258 by approximately 0.6 mile (0.9 kilometer [km]) in length with the maximum width not being greater than 212 feet (65 meters [m]), and a proposed easement for a culvert extension, totaling approximately 4 acres (0.8 hectares [ha]) (project area). Depth of impact for a majority of the project will be 2 feet (0.6 m), and maximum depth of impact will be 4 feet (1.2 m).

As the proposed project is owned and maintained by Williamson County, a subdivision of the State of Texas, the project will be subject to review under the Antiquities Code of Texas (ACT), and the archaeological field investigation will require a Texas Antiquities Permit. At this time, there is no federal nexus for the project; therefore, Section 106 of the National Historic Preservation Act (NHPA) (54 United States Code 306108) and its implementing regulations (36 Code of Federal Regulations [CFR] 800) are not applicable to these investigations.

SWCA proposes to conduct an intensive archaeological survey with subsurface testing of the entire 4-acre (0.8-ha) project area (Figure 2). The goal of the work will be to identify any previously recorded prehistoric and historic-age archaeological sites in the project area; locate any previously undiscovered archaeological sites; establish vertical and horizontal site boundaries, as appropriate with regard to the project area; and evaluate the significance and eligibility of any site recorded for listing in the National Register of Historic Places (NRHP) and for designation as a State Antiquities Landmark (SAL). All work will be conducted in accordance with the ACT.

SWCA also proposes a reconnaissance-level historic resources survey to complement the archaeological investigation. SWCA understands Section 106 of the NHPA is not applicable to this project; therefore, this survey will follow parameters of the ACT and will also serve as a due diligence effort.

Project Description

The project area appears on the *Leander NE* (30097-F7), *Texas*, U.S. Geological Survey (USGS) 7.5-minute topographic quadrangle maps. The project area is located 0.3 mile (0.5 km) east-southeast of the intersection of U.S. Highway (US) 183 and CR 258, east of Liberty Hill, Texas (see Figure 2).

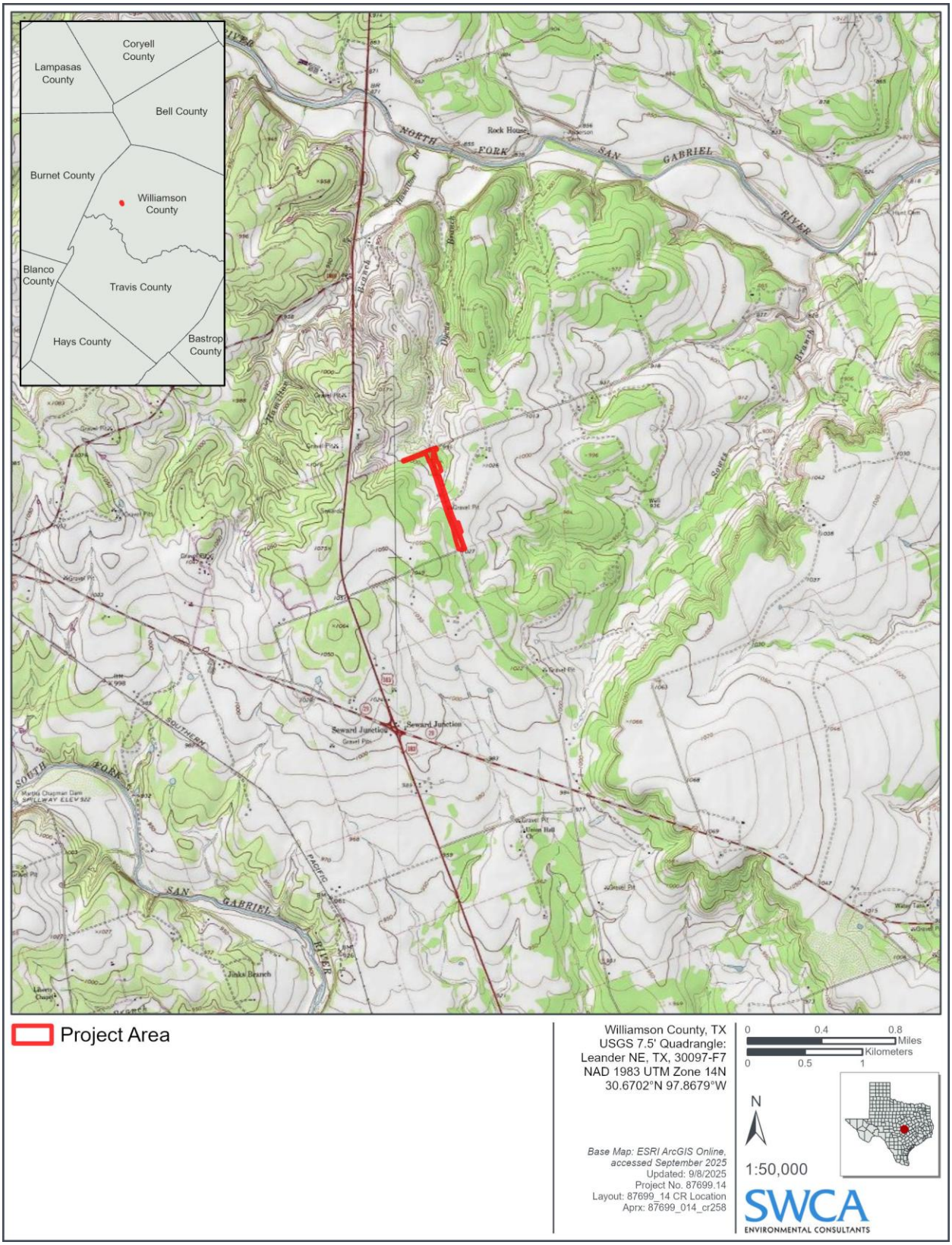

Figure 1. Project location.

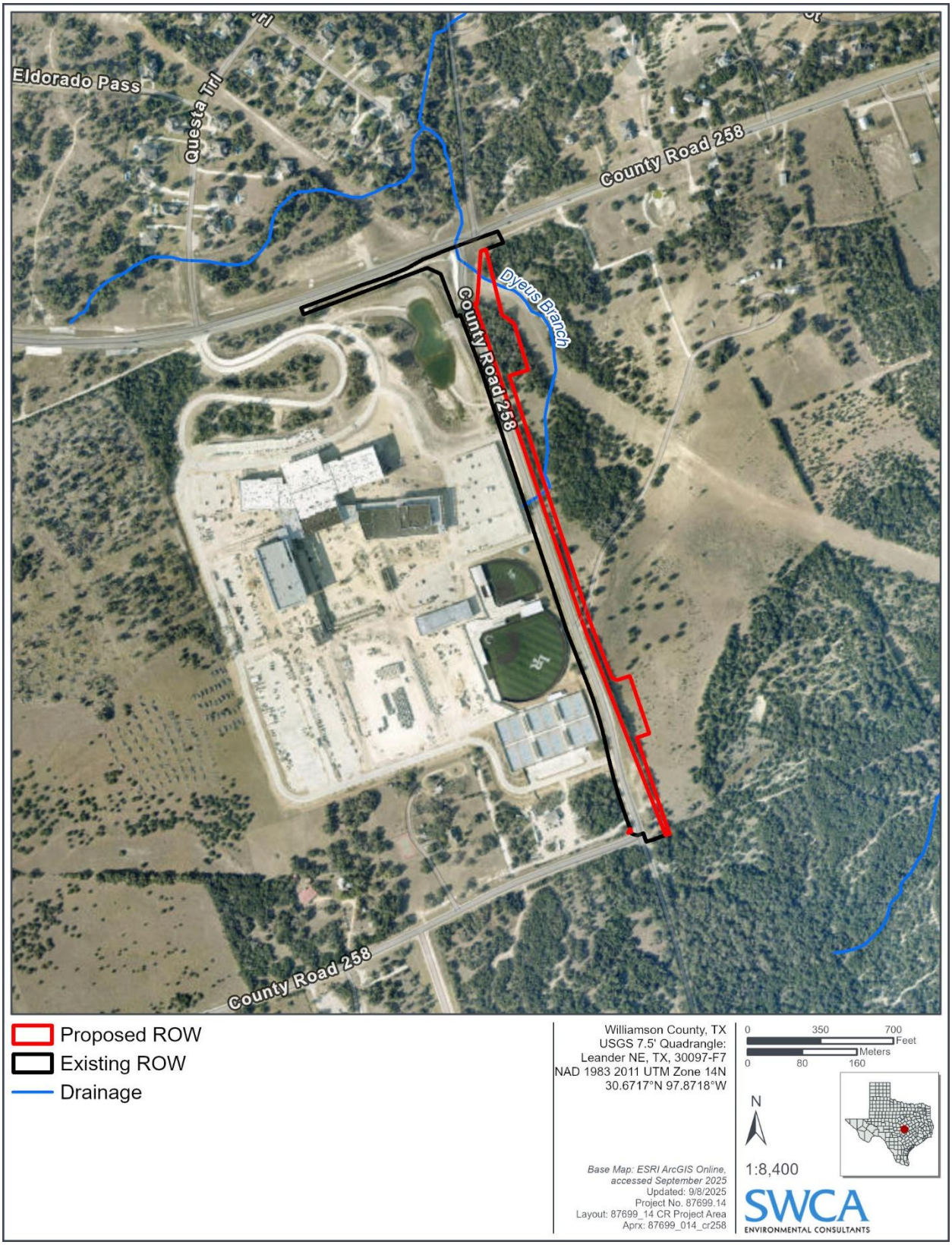

Figure 2. Project area overview.

PROJECT SETTING

The project area is situated on a transitional boundary between the Blackland Prairie and the Edwards Plateau ecoregions (Texas Parks and Wildlife Department [TPWD] 2025). The Edwards Plateau, also known as the Texas Hill Country, is formed by steep canyons and stony hills carved out by many springs that host an abundance of faunal and floral species. Soils of the Edwards Plateau are generally shallow, underlain by limestone formations honeycombed with thousands of karst geological formations, including large underground lakes known as aquifers. The Blackland Prairie ecoregion is characterized by generally level to gently rolling open, tallgrass prairies. Soils of the Blackland Prairie consist of dark-colored "black gumbo" alkaline clays mixed with some gray acidic sandy loams that support crop production and rangeland for cattle ranching (TPWD 2025).

Geology

The underlying geology throughout the project area consists of Bee Cave Marl Formation (40.5%), Comanche Peak Limestone Formation (34.8%), and Upper Glen Rose Formation (24.7%) (Figure 3) (USGS 2025a). The dominant lithology for the Comanche Peak Limestone formation consists of white chalky limestone, fossiliferous, with a thickness between 20 and 55 feet (USGS 2025a). The dominant lithology for the Upper Member of the Glen Rose formation consists of overlying limestones, with a thickness of about 525 feet (USGS 2025a).

Soils

Project area soils are mapped as Doss silty clay, moist, 1 to 5 percent slopes (62%); Eckrant cobbly clay, 1 to 8 percent slopes (29.3%); Denton silty clay, 1 to 3 percent slopes (6.9%) and Brackett gravelly clay loam, 3 to 12 percent slopes (1.8%) (Natural Resources Conservation Service [NRCS] 2019) (see Figure 3).

The Doss soil series consists of shallow to weakly cemented limestone with well-drained soils formed in clayey residuum and calcareous loamy and derived from marls and limestone (NRCS 2019). These soils occur on dissected plateaus and hill slopes and have little to no potential to contain deeply buried archaeological material as they are derived of weakly cemented limestone and marls of primarily Lower Cretaceous age.

The Eckrant series soils consist of very shallow or shallow, well-drained and moderately slowly permeable clay over limestone bedrock. These soils are nearly level to very steep slopes on summits, shoulders, and backslopes of ridges on dissected plateaus (NRCS 2019). These soils have little to no potential to contain deeply buried archaeological materials, as it was formed in residuum derived from limestone of Cretaceous age.

The Denton series soils consist of well-drained, deep, slowly permeable soils, formed in clayey materials over residuum limestone bedrock are found on nearly level or gently sloping footslopes and backslopes of ridges (NRCS 2019). This soil formed over weathered residuum derived from limestone of Lower Cretaceous age, it has little to no potential to contain deeply buried archaeological materials; however, there is potential for shallowly buried cultural materials.

The Brackett soil series consist of shallow to paralithic well-drained limestone bedrock located on dissected plateaus of the Edwards Plateau and backslopes of ridges (NRCS 2019). This soil being formed from material deposited during the Cretaceous period in residuum weathered from limestone, has little to no potential to contain deeply buried archaeological materials; however, there are potentially shallowly buried cultural materials.

BACKGROUND REVIEW

An SWCA archaeologist researched the Texas Archeological Sites Atlas (Atlas), a restricted, online database maintained by the Texas Historical Commission (THC) and the Texas Archeological Research Laboratory, for any previously recorded surveys and historic-age or prehistoric archaeological sites located in the project area or within 0.6 mile (1.0 km) of the project area (i.e., study area) (Figure 4) (THC 2025a). In addition to identifying previously recorded archaeological sites, the Atlas review includes the following types of information: NRHP districts and properties, SALs, Recorded Texas Historic Landmarks (RTHLs), Official Texas Historical Markers (OTHMs), cemeteries, and local neighborhood surveys. Listings in Atlas are limited to projects under purview of the ACT; therefore, the Atlas does not necessarily list all previous work conducted within a specific area. However, SWCA made a concerted effort to obtain reports for all previous cultural resources work conducted in the project area.

An SWCA architectural historian reviewed the Texas Department of Transportation (TxDOT) Historic Resources Aggregator (Aggregator), which maps resources and districts determined eligible for the NRHP, National Historic Landmarks (NHLs), and local historic districts (TxDOT 2025). The Aggregator also has a data set for the 1936 Texas Centennial Markers, which are eligible for the NRHP under Criterion A for Social History in the Monuments and Buildings of the Texas Centennial Multiple Property Submission Documentation Form (TxDOT 2025; Wilson and Smith 2018). SWCA also reviewed the study and project areas for Family Land Heritage Centennial Farms identified by the Texas Department of Agriculture (TDA), as well as cemetery locations on Find a Grave's (2025) online database, and relevant locations in the Texas Freedom Colonies Project (TDA 2025; Texas Freedom Colonies Project 2025).

As part of the review, SWCA also examined the TxDOT Historic Overlay, a mapping/geographic information system (GIS) data set with historical maps and resource information covering most portions of the state (Foster et al. 2006), historical USGS quadrangle maps available on the USGS TopoView website (USGS 2025b), and historical aerial photography contained on the Nationwide Environmental Title Research (NETR) Historic Aerials website (NETR 2025) to determine if any historic-age resources such as potential historical features, and/or potential historical aboveground resources (PHRs) are located within the study and project areas.

The background review identified seven previously conducted archaeological surveys and four previously recorded archaeological sites located within the study area (see Figure 4). No NHLs, NRHP-listed or -eligible districts or properties, SALs, RTHLs, OTHMs, cemeteries, freedom colonies, or local neighborhood surveyed resources are in the study area (TDA 2025; Texas Freedom Colonies Project 2025; THC 2025a; TxDOT 2025). Based on historical map analysis, 22 PHRs are within the study area (see Figure 4) (NETR 2025; USGS 2025b). None of the PHRs are located within the project area; however, one PHR is located adjacent to (within 300 feet [91.4 m] of) the project area.

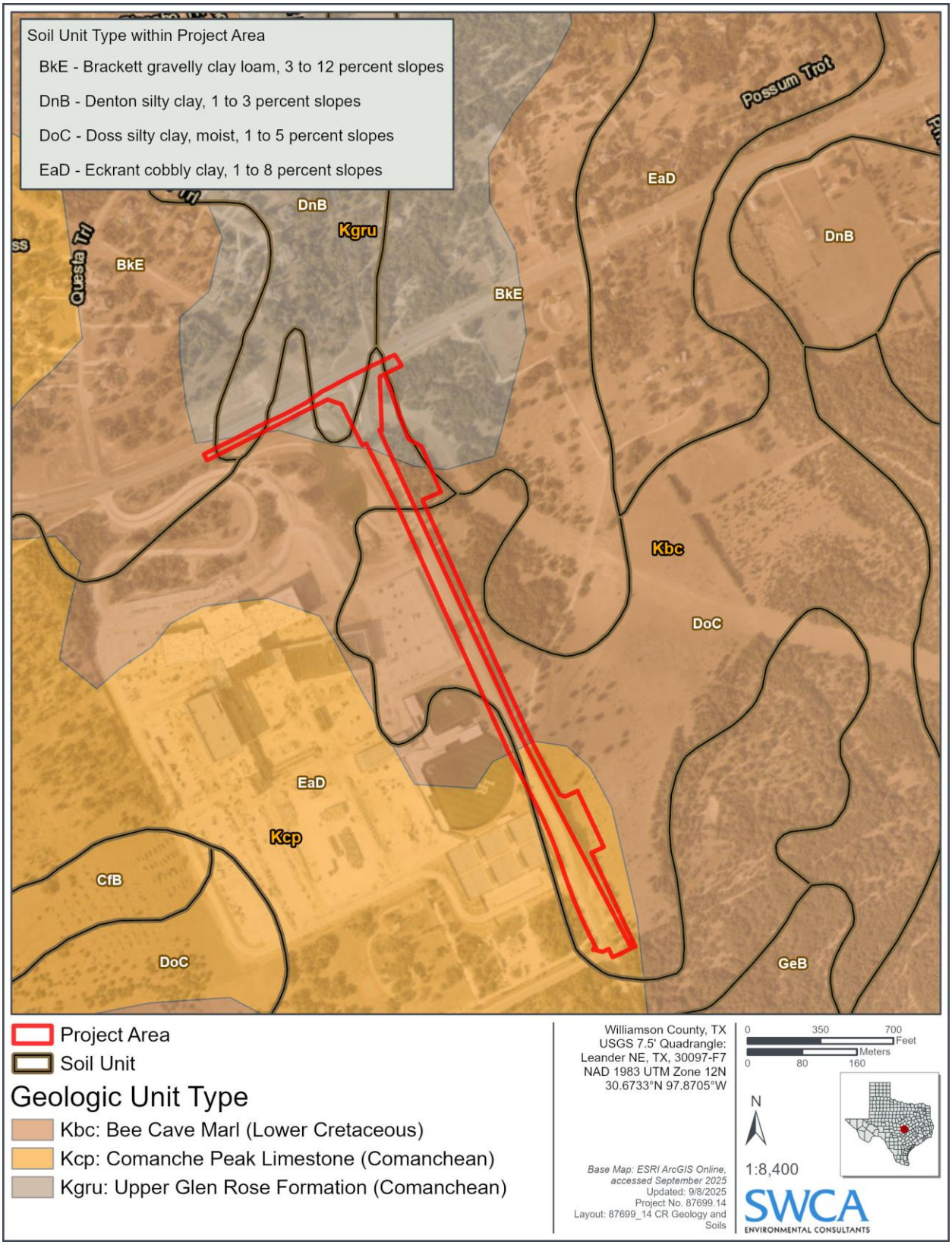

Figure 3. Geology and soils in the project and study area.

Previous Cultural Resources Surveys

The background review identified seven previously conducted cultural resources surveys, four of which intersect project area (Table 1; see Figure 4) (THC 2025a). In 2005, an archaeological survey (Atlas No. 8500011956) was completed by Archaeological and Cultural Sciences Group (ACSG) and ACI Consulting on behalf of Williamson County for an improvement project of a 1.5-mile segment of CR 258, North of Seward Junction in Williamson County. No archaeological sites were recorded during that survey (Nash 2005).

An intensive archaeological survey (Atlas No. 8500020659) was conducted in 2012 by Blanton & Associates, Inc. (Blanton), on behalf of Williamson County for proposed improvements to CR 258 from Sunset Ridge to Ronald Reagan Boulevard in Williamson County. No archaeological sites were recorded, and no cultural material was encountered during that survey (Griffith 2012).

An intensive archaeological survey (Atlas No. 8500082667) was completed in 2020 by SWCA on behalf of American Structurepoint, Inc., for the proposed CR 258 from US 183 to Sunset Ridge Roadway, Williamson County, Texas. Surface scraping and 37 shovel tests were completed during this survey, and no cultural materials were encountered (Morton 2024).

In 2021, an archaeological survey (Atlas No. 8500082248) was completed by Tejas Archeology on behalf of Liberty Hill Independent School District (ISD) for the proposed Hill ISD new school expansion. One archaeological site (41WM1461) was recorded during this survey; however, that site has been determined to be ineligible (see Table 1) and did not warrant further investigation. No other cultural materials were encountered (Nelson and Perttula 2022). The remaining three previously conducted cultural resources surveys are discussed in Table 1.

Table 1. Previously Conducted Cultural Resources Investigations within the Project and Study Areas.

Year	Survey Type	Atlas No.	Distance to Project area	ACT Permit	Investigating Firm	Agency	Comments
2005	**Area survey**	**8500011956**	**Within the project area**	**3825**	**ACSG / ACI Consulting**	**Williamson County**	**Area survey for CR 258 1.5 mile segment improvement project. No archaeological sites recorded.**
2012	**Area survey**	**8500020659**	**Within the project area**	**6344**	**Blanton & Associates, Inc.**	**Wiliamson County**	**Area survey for proposed improvements to CR 258 from Sunset Ridge to Ronald Reagan Boulevard**
2018	Area survey	8500082312	Within 0.6 mile (1.0 km)	8605	Cox McLain Environmental Consulting, Inc.	TxDOT, CTRMA	Intensive Archaeological Survey for the Proposed 183A Phase III Improvements Project
2020	**Area survey**	**8500082667**	**Within the project area**	**9353**	**SWCA Environmental Consultants**	**American Structurepoint, Inc.**	**Area survey of the CR 258 from US 183 for the Sunset Ridge Roadway Improvement Project**
2021	**Area survey**	**8500082248**	**Within the project area**	**30389**	**Tejas Archeology**	**Liberty Hill ISD**	**Area survey for the Proposed Hill ISD 95.61-acre New School Expansions**

Year	Survey Type	Atlas No.	Distance to Project area	ACT Permit	Investigating Firm	Agency	Comments
2022	Area survey	8500082167	Within 0.6 mile (1.0 km)	9799	Tejas Archeology	Liberty Hill ISD	Area survey for the Proposed Liberty Hill ISD New School Expansions
2022	Area survey	8500082246	Within 0.6 mile (1.0 km)	30390	Tejas Archeology	Liberty Hill ISD	Area survey for the Proposed Liberty Hill ISD 79.23-acre (35.1-ha) New School Expansions

Source: THC (2025a)

Note: Bold indicates surveys that intersect project area.

Previously Recorded Archaeological Sites

According to the background review, four previously recorded archaeological sites are located within the study area (i.e., 41WM1439, 41WM1440, 41WM1461, 41WM1550), however none are within the project area (Table 2; see Figure 4) (THC 2025a).

Table 2. Previously Recorded Archaeological Sites within the Study Area

Trinomial	Site Type	Distance to Project Area	Description	NRHP Eligibility
41WM1439	Unknown Prehistoric / Historic	Within 0.6 mile (1.0 km)	Old barn built in 1969 and subsurface artifact scatter including bone, glass, metal and lithic debitage.	Ineligible (THC 5/7/2021)
41WM1440	Unknown prehistoric	Within 0.6 mile (1.0 km)	Surface and subsurface lithic debris scatter.	Ineligible (THC 5/7/2021)
41WM1461	Unknown prehistoric	Within 0.6 mile (1.0 km)	Surface and subsurface lithic debris scatter.	Ineligible (THC 12/21/2021)
41WM1550	Unknown prehistoric	Within 0.6 mile (1.0 km)	Surface and subsurface lithic debris scatter.	Ineligible (THC 8/22/2024)

Source: THC (2025a)

Historical Map Review

A total of 22 PHRs are identified within the study area. None of the PHRs are within the project area; however, one PHRs is adjacent to (within 300 feet [91.4 m] of) the project area (see Figure 4). All resources are depicted on reviewed historical maps and aerial imagery dating from 1893 to 1962 (Foster et al. 2006; NETR 2025; USGS 2025b).

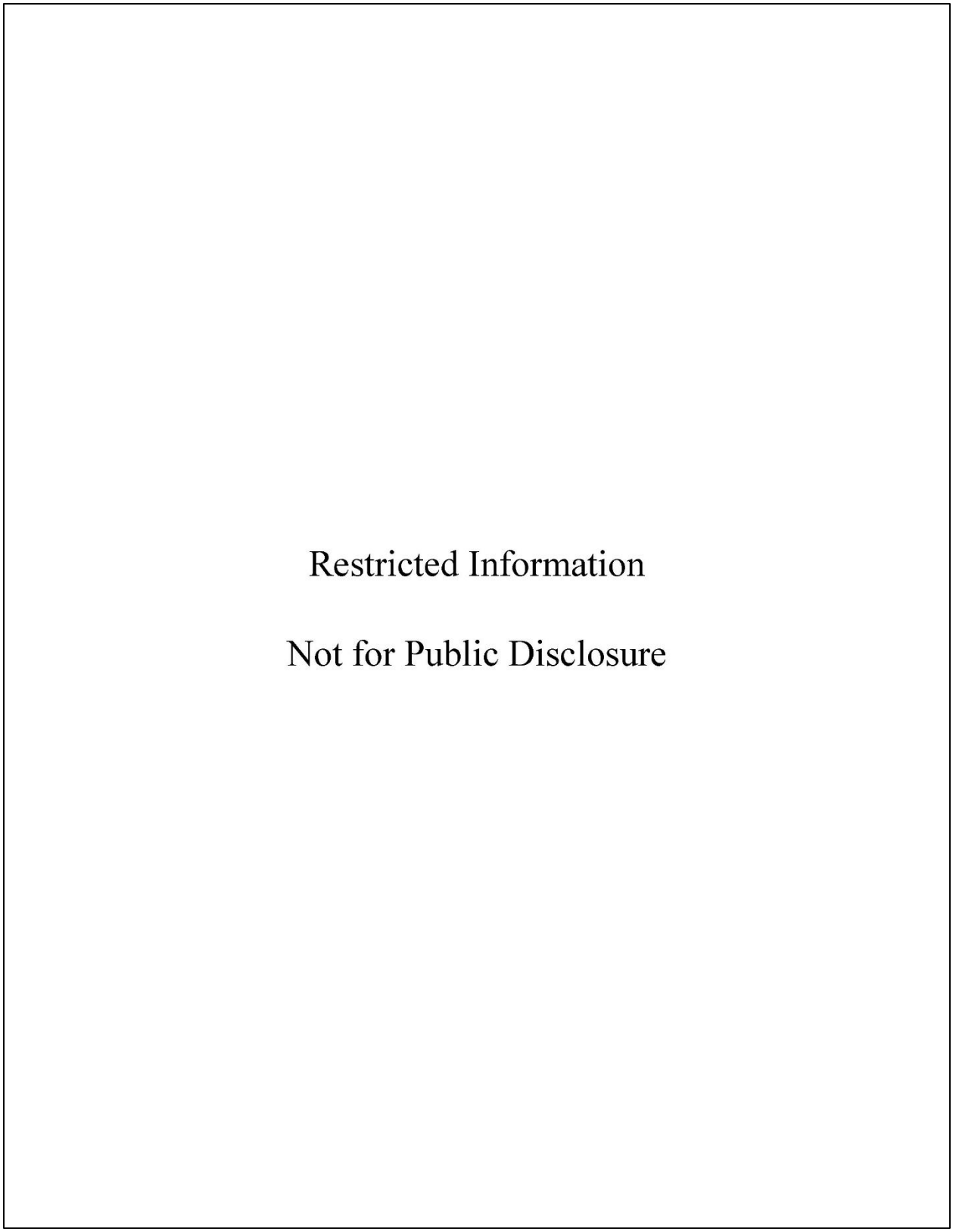

Figure 4. Cultural resources background review results map.

PROPOSED SCOPE OF WORK

Intensive Archaeological Survey

Once an Antiquities Permit has been obtained, SWCA will conduct an archaeological field survey of the 4 acre (0.8 ha) project area. The field survey will be performed by a team of two SWCA archaeologists walking the proposed project area. SWCA archaeologists will survey a 212-foot-wide (65-m-wide) transects along the project area, examining the ground surface for artifacts and features. The survey will be of sufficient intensity to determine the nature, extent, and, if possible, potential significance of any cultural resources located within the proposed project area. Subsurface explorations will be accomplished through shovel testing. The placement and quantity of these excavations will depend on the level of disturbance within the proposed project boundary and the nature of the soils, geology, and topography. Although the western half of the project area has been previously investigated, no shovel testing was conducted within this portion (see Figure 4) (Burden and Goodson 2021). As such, SWCA proposes to shovel test the entire 4.0 acre (0.8 ha) project area.

Shovel tests will be approximately 12 inches (30 centimeters [cm]) in diameter and excavated in arbitrary 8-inch (20-cm) levels to 31 inches (80 cm) below surface unless the bottom of Holocene deposits in depositional areas, subsoil in upland areas, or bedrock are encountered which preclude reaching that depth. The matrix will be screened through ¼-inch mesh. The location of each shovel test will be plotted using a submeter accurate global positioning system (GPS) receiver, and each test will be recorded on appropriate project field forms. Shovel tests will be excavated according to Council of Texas Archaeologists (CTA) standards (CTA 2020) promulgated by the THC.

For projects less than 25 acres (10.1 ha) in size, CTA standards require a minimum of two shovel tests per acre. Based on these standards, a minimum of 10 shovel tests are required for this project. Any deviations from these standards will be clearly discussed and explained in the resulting report for the investigation.

Potential Deep Testing Area Review

SWCA geoarchaeologist and Principal Investigator Analise Hollingshead, M.S., reviewed the project area to determine if deep mechanical investigations (i.e., backhoe trenching) are warranted and, if so, to what extent. The soils, geology, and lack of significant terrace development along the adjacent first-order creek in the project area precludes the likelihood of intact, deeply buried cultural deposits; therefore, deep testing investigations are not warranted within the project area, as currently defined. In the event that shovel test excavations determine the potential for cultural deposits deeper than 31 inches (80 cm) below surface, SWCA will make recommendations for any areas that would require deep testing (i.e., backhoe trenching). If deep testing is determined to be necessary, an ACT permit amendment detailing this proposed methodology will be submitted to the THC for review and approval.

Site Documentation

If an archaeological site is encountered during the investigation, it will be explored as much as possible with consideration to land access constraints. All recorded sites will be mapped in detail and plotted on USGS 7.5-minute topographic quadrangle maps with a hand-held, submeter accurate GPS unit and appropriate project maps for planning purposes. All identified sites will be assessed regarding potential significance so that recommendations can be made for property management (i.e., avoidance, non-avoidance, or further work).

All identified cultural resources will be delineated and recorded following CTA standards (CTA 2020) promulgated by the THC. An archaeological site is defined as physical evidence of human activity that is at least 50 years old and contain, or are characterized, by one or more of the following criteria:

- Ten or more artifacts (of any class and type) within a 50-foot (15-m) diameter area. Fire-cracked rock or artifacts that all appear to originate from a single source (e.g., one ceramic pot drop, one broken glass bottle) are not considered a site; however, discrete, single knapping episodes (activity areas) are also treated as a site.
- One or more datable archaeological features (with or without associated artifacts).
- Two or more undatable archaeological features within 100 feet (30.5 m) of each other.
- A single undatable feature with associated artifacts.

If an archaeological site is identified during the investigation, SWCA will delineate the site according to CTA standards (CTA 2020). Cultural manifestations observed greater than 100 feet (30.5 m) apart will be considered spatially unrelated, and cultural materials that do not fit within the archaeological site criteria will be considered Isolated Occurrences. As such, occurrences will be recorded noting the type and quantity of materials, as well as the size and shape of any features, architectural/construction details, possible function, and any potential relationship to nearby cultural materials. Additionally, guidelines set forth by the THC's *Guidance for Studying Late 19th-Century and Early 20th-Century Sites* (THC 2025b) will be followed for any historic-age sites documented within the project area.

SWCA proposes a non-collection survey. Artifacts will be tabulated, analyzed, and documented in the field but not collected. Temporally diagnostic artifacts will be described in detail and photographed in the field. This policy will reduce curation costs once the fieldwork is concluded; however, as per the stipulations of the Antiquities Permit, all paperwork and photographs generated during the field investigation must be curated at an approved repository.

The following procedures will be initiated in the event unanticipated human remains are discovered. Should human remains be encountered during construction, work in the immediate area will cease, and the archaeological survey crew and Principal Investigator will evaluate the finding(s) and provide recommendations for how to manage the resource under Texas Health and Safety Code and Chapter 49 of the Texas Code of Criminal Procedure. Upon discovery of human remains by the Principal Investigator, the appropriate law enforcement officials, Williamson County representative, and the THC will be notified immediately. In all cases, the location will be immediately secured with all work to cease within the project area and a buffer zone of at least a 100-foot (30.5-m) radius from the discovery. Any human remains will be carefully covered with muslin fabric, geotextile and lightweight plastic sheeting, and reburied under a shallow blanket of soil to prevent unnecessary exposure. Care will be taken to prevent any disturbance of the potential human remains during removal of vehicles and equipment. Until appropriate consultation has occurred, the discovery shall remain protected from any disturbance, such that no human remains, or associated artifacts are touched, moved, or collected. Until consultation is complete, and a removal strategy is defined, the human remains will remain in place (in the ground), protected from natural forces, vandalism, and looting. Construction in the area of discovery may resume only upon approval and/or clearance by the THC (and law enforcement, if applicable).

Historic Resources Survey

SWCA architectural historians who meet the Secretary of the Interior Professional Qualifications (36 CFR 61) for Architectural History and/or History will complete survey documentation according to National Park Service (NPS) and THC documentation standards (Denton 1999). The architectural historian will document historic-age resources built in or before 1980, 45 years prior to the estimated let date of 2025. Historic-age resources include any districts, buildings, structures, objects, and sites identified in the area of potential effects (APE). Resource documentation will adhere to the following parameters:

- Resources will be numbered sequentially from north to south in accordance with TxDOT documentation standards. Historic-age resources were numbered with the first alpha-number (i.e., 7A, 7B). Nonhistoric-age resources were included on the primary 'A' record and were assigned alpha-numbers after historic-age resources (i.e., 7C, etc.).
- Each historic-age resource will be documented on an inventory form with at least two photographs. Photographs will have a minimum resolution of 1200 x 1600.
- If a resource was not visible from the right-of-way, oblique and orthographic aerial imagery will be used to supplement documentation of the resource (Bing 2025; ESRI 2025).

SWCA will summarize each documented historic-age resource with a brief architectural description, research findings, integrity assessment, and an NRHP evaluation. SWCA will apply the following literature review to guide documentation and evaluation efforts:

- *A Field Guide to American Houses (Revised): The Definitive Guide to Identifying and Understanding America's Domestic Architecture* by Virginia Savage McAlester (McAlester 2013)
- *National Register Bulletin 15: How to Apply the National Register Criteria for Evaluation* by NPS Cultural Resources (NPS 1997)
- *Guidance for Studying Late 19th-Century and Early 20th-Century Sites* and *Dealing with Late 19th and Early 20th-Century Sites* (Denton 1999)

SWCA architectural historians will supplement archival research with these additional tools:

- Archival records available on Ancestry.com subscription service (Ancestry 2025).
- Williamson Central Appraisal District (CAD) data and records (Williamson CAD 2025). Williamson County Clerk records and CAD information available from the Williamson County Courthouse in Georgetown.
- Historical aerial imagery and topographic maps available from the NETR Historic Aerials database (NETR 2025).

SWCA anticipates one survey location for this project: the agricultural complex and its associated parcels which intersect the proposed project right-of-way areas.

Reporting and Curation

SWCA will prepare a single draft report of the investigation detailing the results of the archaeological and historic resources surveys. The report will conform to THC and CTA reporting standards (CTA 2025). The report will document the general nature of the project area, the methodology used in the investigation, the presence and condition of any previously recorded sites revealed in the records review, the general nature and extent of cultural resources encountered during the archaeological survey, recommendations on the need for further work, and the potential significance of the cultural resources regarding future development and NRHP/SAL status.

SWCA will submit a digital draft copy of the report to Williamson County for review and comment. Once this has been accomplished, SWCA will incorporate any appropriate edits and will submit a final draft report to the THC for review and comment. As part of completing Antiquities Permit requirements, SWCA will furnish two electronic copies of the final report on a tagged PDF formatted CD, as well as project area shapefiles, to the THC, and complete an Abstracts in Texas Contract Archeology Summary form and abstract text online. Field records will be curated at an approved curatorial facility which, in this case, is the Center for Archaeological Research at The University of Texas at San Antonio, per requirements of the ACT.

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Commissioners Court - Regular Session **59.**

Meeting Date: 10/21/2025

RM 2243 Rule 11 Settlement Agreement

Submitted For: Don Childs **Submitted By:** Don Childs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Rule 11 Settlement Agreement with JNK Properties 1, LTD., to acquire 35.284 AC needed as right of way, 6.214 AC needed as a Transmission Line Easement, 0.385 AC needed as a drainage easement and 0.227 AC needed as an electric easement for the RM 2243/Hero Way project. (Parcels 316, 321, 321E, 330, 330E and 335).

Background

Funding Source: TANS P588

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/15/2025 09:06 AM
Form Started By: Don Childs		Started On: 10/14/2025 08:32 PM
Final Approval Date: 10/15/2025		

Sheets & Crossfield, PLLC

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October 14, 2025

RULE 11 SETTLEMENT AGREEMENT

Via e-mail jhodge@mehlaw.com
c/o JNK Properties 1, LTD.

Re: Hero Way/RM 2243 Roadway Expansion Project

1) Cause No. 24-0814-CC3; *Williamson County, Texas v. JNK Properties 1, LTD.;* filed in the County Court at Law No. 3 of Williamson County, Texas
2) Cause No. 24-0817-CC1; *Williamson County, Texas v. JNK Properties 1, LTD.*; filed in the County Court at Law No. 1 of Williamson County, Texas
3) Cause No. 24-0815-CC4; *Williamson County, Texas v. JNK Properties 1, LTD.*; filed in the County Court at Law No. 4 of Williamson County, Texas
4) Cause No. 24-0816-CC5; *Williamson County, Texas v. JNK Properties 1, LTD.*; filed in the County Court at Law No. 5 of Williamson County, Texas
5) Cause No. 25-1202-CC2; *Williamson County, Texas v. JNK Properties 1, LTD.*; filed in the County Court at Law No. 2 of Williamson County, Texas
6) Cause No. 25-1204-CC4; *Williamson County, Texas v. JNK Properties 1, LTD.*; filed in the County Court at Law No. 4 of Williamson County, Texas

Dear Mr. Hodge:

Following up on our recent correspondence, this letter is a Rule 11 Settlement Agreement (the "Agreement") between Williamson County, Texas ("County" or "Condemnor") and JNK Properties 1, LTD. ("Owner"), in connection with the Hero Way/RM2243 Roadway Expansion project identified herein (the "Project") and the fee simple, electric easement, and drainage easement interests acquired therein. The terms of this Agreement and the settlement reached are as follows:

1. This Rule 11 Settlement Agreement is for the resolution of the six referenced condemnation cases brought by Williamson County, Texas (the "Hero Way Litigation") in the total amount of **FORTY-TWO MILLION AND 00/100 DOLLARS ($42,000,000)**, the distribution of which is broken down below. This Agreement may not be split into parts and is only effective insofar as it resolves the entirety of the Hero Way Litigation per the below terms.

2. This Agreement is contingent on final approval by a record vote of Condemnor's governing body. Condemnor has fourteen (14) days from the Owner's execution of this Agreement, subject to written extensions by the parties, to approve this

Agreement. If approval is not provided, all terms of this Agreement are null and void.

3. The parties agree to pause the deadlines contained in any Docket Control Order filed in the Hero Way Litigation.

4. Cause No. 24-0814-CC3 ("Parcel 316"):

    a. Condemnor agrees to pay the total compensation amount of $20,383.00 in complete settlement of any and all claims which have been or which could have been made by the parties as a result of the events giving rise to the filing of the current live petition in the case under Cause No. 24-0814-CC3, including, but not limited to, compensation for Condemnor's fee simple acquisition and/or easement(s) interest acquisition identified in Plaintiff's live petition, damages to or costs of cure for the remaining property of Owner, if any.

    b. The Parties agree to settle this condemnation case for the acquisition of Parcel 316 via an Agreed Final Judgment, in substantial compliance with the form attached hereto as Exhibit "A" and incorporated herein.

    c. The Parties agree that $20,383.00 is the final and total compensation amount payable to all parties in this case and is inclusive of any pre-judgment interest. The Condemnor shall receive credit for any funds previously deposited into the registry of the court or paid pursuant to any Possession and Use Agreement ("PUA") in this case. Condemnee acknowledges that Condemnor has already paid $20,383 into the registry of the court or via PUA, leaving a balance of ZERO Dollars owing and due for Parcel 316.

    d. Post-judgment interest, if any, is tolled for a period of sixty (60) days after the Court signs an Agreed Final Judgment in this case. If Condemnor fails to pay the remaining balance owed, if any, after credits from the deposited award and/or PUA payments within sixty (60) days of the Court signing an Agreed Final Judgment in this case, then Condemnee shall be entitled to post-judgment interest only on the remaining balance that has not been paid at the statutory rate as of the date the judgment is signed by the Court until paid.

    e. Condemnor's sole compensation obligation shall be the total payment of $20,383.00 for Parcel 316. Any compensation claims made in this case by parties to this lawsuit shall be satisfied with this payment without further recourse to Condemnor.

5. Cause No. 24-0817-CC1 (Parcel 321):

    a. Condemnor agrees to pay the total compensation amount of $1,233,700.00 in complete settlement of any and all claims which have been or which could have been made by the parties as a result of the events giving rise to the filing of the current live petition in the case under Cause No. 24-0817-

CC1, including, but not limited to, compensation for Condemnor's fee simple acquisition and/or easement(s) interest acquisition identified in Plaintiff's live petition, damages to or costs of cure for the remaining property of Owner, if any.

b. The Parties agree to settle this condemnation case for the acquisition of Parcel 321 via an Agreed Final Judgment, in substantial compliance with the form attached hereto as Exhibit "B" and incorporated herein.

c. The Parties agree that $1,233,700.00 is the final and total compensation amount payable to all parties in this case and is inclusive of any pre-judgment interest. The Condemnor shall receive credit for any funds previously deposited into the registry of the court or paid pursuant to any Possession and Use Agreement ("PUA") in this case. Condemnee acknowledges that Condemnor has already paid $1,233,700.00 into the registry of the court or via PUA, leaving a balance of ZERO Dollars owing and due for Parcel 321.

d. Post-judgment interest, if any, is tolled for a period of sixty (60) days after the Court signs an Agreed Final Judgment in this case. If Condemnor fails to pay the remaining balance owed, if any, after credits from the deposited award and/or PUA payments within sixty (60) days of the Court signing an Agreed Final Judgment in this case, then Condemnee shall be entitled to post-judgment interest only on the remaining balance that has not been paid at the statutory rate as of the date the judgment is signed by the Court until paid.

e. Condemnor's sole compensation obligation shall be the total payment of $1,233,700.00 for Parcel 321. Any compensation claims made in this case by parties to this lawsuit shall be satisfied with this payment without further recourse to Condemnor.

6. Cause No. 24-0815-CC4 (Parcel 330):

a. Condemnor agrees to pay the total compensation amount of $1,667,894.00 in complete settlement of any and all claims which have been or which could have been made by the parties as a result of the events giving rise to the filing of the current live petition in the case under Cause No. 24-0815-CC4, including, but not limited to, compensation for Condemnor's fee simple acquisition and/or easement(s) interest acquisition identified in Plaintiff's live petition, damages to or costs of cure for the remaining property of Owner, if any.

b. The Parties agree to settle this condemnation case for the acquisition of Parcel 330 via an Agreed Final Judgment, in substantial compliance with the form attached hereto as Exhibit "C" and incorporated herein.

c. The Parties agree that $1,667,894.00 is the final and total compensation amount payable to all parties in this case and is inclusive of any pre-

judgment interest. The Condemnor shall receive credit for any funds previously deposited into the registry of the court or paid pursuant to any Possession and Use Agreement ("PUA") in this case. Condemnee acknowledges that Condemnor has already paid $1,667,894.00 into the registry of the court or via PUA, leaving a balance of ZERO Dollars owing and due for Parcel 330.

d. Post-judgment interest, if any, is tolled for a period of sixty (60) days after the Court signs an Agreed Final Judgment in this case. If Condemnor fails to pay the remaining balance owed, if any, after credits from the deposited award and/or PUA payments within sixty (60) days of the Court signing an Agreed Final Judgment in this case, then Condemnee shall be entitled to post-judgment interest only on the remaining balance that has not been paid at the statutory rate as of the date the judgment is signed by the Court until paid.

e. Condemnor's sole compensation obligation shall be the total payment of $1,667,894.00 for Parcel 330. Any compensation claims made in this case by parties to this lawsuit shall be satisfied with this payment without further recourse to Condemnor.

7. Cause No. 24-0816-CC5 (Parcel 335)

a. Condemnor agrees to pay the total compensation amount of $39,053,533.00 in complete settlement of any and all claims which have been or which could have been made by the parties as a result of the events giving rise to the filing of the current live petition in the case under Cause No. 24-0816-CC5, including, but not limited to, compensation for Condemnor's fee simple acquisition and/or easement(s) interest acquisition identified in Plaintiff's live petition, damages to or costs of cure for the remaining property of Owner, if any.

b. The Parties agree to settle this condemnation case for the acquisition of Parcel 335 via an Agreed Final Judgment, in substantial compliance with the form attached hereto as Exhibit "D" and incorporated herein.

c. The Parties agree that $39,053,533.00.00 is the final and total compensation amount payable to all parties in this case and is inclusive of any pre-judgment interest. The Condemnor shall receive credit for any funds previously deposited into the registry of the court or paid pursuant to any Possession and Use Agreement ("PUA") in this case. Condemnee acknowledges that Condemnor has already paid $18,304,984 into the registry of the court or via PUA, leaving a balance of $20,748,549.00 owing and due for Parcel 335.

d. Post-judgment interest, if any, is tolled for a period of sixty (60) days after the Court signs an Agreed Final Judgment in this case. If Condemnor fails to pay the remaining balance owed, if any, after credits from the deposited award and/or PUA payments within sixty (60) days of the Court signing an

Agreed Final Judgment in this case, then Condemnee shall be entitled to post-judgment interest only on the remaining balance that has not been paid at the statutory rate as of the date the judgment is signed by the Court until paid.

e. Condemnor's sole compensation obligation shall be the total payment of $39,053,533.00 for Parcel 335. Any compensation claims made in this case by parties to this lawsuit shall be satisfied with this payment without further recourse to Condemnor.

8. Cause No. 25-1204-CC4 (Parcel 330E)

a. Condemnor agrees to pay the total compensation amount of $20,825.00 in complete settlement of any and all claims which have been or which could have been made by the parties as a result of the events giving rise to the filing of the current live petition in the case under Cause No. 25-1204-CC4, including, but not limited to, compensation for Condemnor's fee simple acquisition and/or easement(s) interest acquisition identified in Plaintiff's live petition, damages to or costs of cure for the remaining property of Owner, if any.

b. The Parties agree to settle this condemnation case for the acquisition of Parcel 330E via an Agreed Final Judgment, in substantial compliance with the form attached hereto as Exhibit "E" and incorporated herein.

c. The Parties agree that $20,825.00 is the final and total compensation amount payable to all parties in this case and is inclusive of any pre-judgment interest. The Condemnor shall receive credit for any funds previously deposited into the registry of the court or paid pursuant to any Possession and Use Agreement ("PUA") in this case. Condemnee acknowledges that Condemnor has already paid $20,825.00 into the registry of the court or via PUA, leaving a balance of ZERO dollars owing and due for Parcel 330E.

d. Post-judgment interest, if any, is tolled for a period of sixty (60) days after the Court signs an Agreed Final Judgment in this case. If Condemnor fails to pay the remaining balance owed, if any, after credits from the deposited award and/or PUA payments within sixty (60) days of the Court signing an Agreed Final Judgment in this case, then Condemnee shall be entitled to post-judgment interest only on the remaining balance that has not been paid at the statutory rate as of the date the judgment is signed by the Court until paid.

e. Condemnor's sole compensation obligation shall be the total payment of $20,825.00 for Parcel 330E. Any compensation claims made in this case by parties to this lawsuit shall be satisfied with this payment without further recourse to Condemnor.

9. Cause No. 25-1202-CC2 (Parcel 321E)

a. Condemnor agrees to pay the total compensation amount of $3,665.00 by entry of special commissioners' award at the hearing currently set for October 27, 2025, in complete settlement of any and all claims which have been or which could have been made by the parties as a result of the events giving rise to the filing of the live petition in the case under Cause No. 25-1202-CC2.

b. The parties agree to waive their right to file objections to a stipulated award of $3,665.00 if this Agreement is approved and filed prior to the statutory deadline for filing objections. If the commissioners award an amount other than the stipulated amount of $3,665.00, then the Parties agree to timely file objections and enter an agreed judgment for $3,665.00, and any difference in amount will be deposited into the registry of the Court or returned to Condemnor as necessary. Following the deposit of the stipulated award amount of $3,665.00, the parties agree that Condemnor shall file a Judgment in Absence of Objections, to be drafted by Condemnor.

c. The Parties agree that $3,665.00 is the final and total compensation amount payable to all parties in this case and is inclusive of any pre-judgment interest. The Condemnor shall receive credit for any funds previously paid pursuant to any PUA in this case.

d. Post-judgment interest, if any, is tolled for a period of sixty (60) days after the Court signs a judgment in this case. If Condemnor fails to pay the remaining balance owed after credits from the award and/or PUA payments within the sixty (60) days of the Court signing a judgment in this case, then Condemnee shall be entitled to post-judgment interest only on the remaining balance that has not been paid at the statutory rate as of the date the judgment is signed by the Court until paid.

e. Condemnor's sole compensation obligation shall be the total payment of $3,665.00 for Parcel 321E. Any compensation claims made in this case by parties to this lawsuit shall be satisfied with this payment without further recourse to Condemnor.

10. The County agrees that it shall not, to the extent it has legal authority to do so, unreasonably withhold, delay, or deny any development approvals, permits, plats, variances, or other authorizations ("Development Approvals") requested by Owner for the Subject Properties provided that such requests comply with all applicable federal, state, and local laws, ordinances, regulations, and development standards in effect at the time of application. The County agrees to:

    a. Process all applications for Development Approvals in good faith and in accordance with the timelines established in applicable County ordinances and state law;

    b. When otherwise required by state law or applicable County regulation, respond to any written request for Development Approvals within 30 days of receipt of a complete application, either by granting approval, denying

with specific written reasons, or requesting additional information reasonably necessary to complete the review;

c. Not impose any procedural or substantive requirements beyond those generally applicable to similar development applications in the County; and

d. When otherwise required by state law or County applicable regulation, provide written explanation for any denial or request for additional information, citing the specific code provisions, ordinances, or regulations that form the basis for such action.

11. The County agrees to provide and maintain reasonable access points to the "Remaining Properties" of all referenced parcels herein at all times during construction of the Hero Way Road improvement project.

12. The Parties hereby release each other from any and all claims, demands, causes of action, damages, and liabilities that were specifically alleged in the Active Petitions for Condemnation in the Hero Way Litigation as of the date of this Agreement. This release is expressly limited to the following:

    a. Claims that were actually pleaded and asserted in the Active Petitions filed in these matters as of the date of this Agreement; and

    b. Claims against only those Parties named as parties in the Lawsuits. Preservation of Other Claims.

13. The Release in Paragraph 12 does NOT release, waive, or affect:

    a. Any claims that were not specifically alleged or asserted in the Active Petitions in the Lawsuits, whether such claims are known or unknown, foreseen or unforeseen, accrued or unaccrued as of the date of this Agreement;

    b. Any claims against any entity that is not a named party to the Lawsuits;

    c. Any claims arising from facts, circumstances, or conduct not alleged in the Active Petitions in the Lawsuits as of the date of this Agreement; and

    d. Any claims arising after the date of this Agreement.

14. If any party outside of this Agreement contests compensation and/or this settlement at any proceeding after this Agreement is fully executed, Condemnor may terminate this Agreement, and the Parties may proceed with the Hero Way Litigation as if there had never been an agreement.

15. This Agreement may be filed as a Rule 11 agreement in the Hero Way Litigation.

16. The Parties bear their own cost of court as incurred.

If this letter correctly sets forth the terms of our agreement and the settlement reached between County and Owner, please so indicate by having the appropriate persons execute this letter in the space indicated below and return it to my attention. If we need to make alternate arrangements for pickup or collection of the document, just let us know that as well.

Sincerely,

Adam H. Hill
Sheets & Crossfield, PLLC
Attorney for Williamson County, Texas

AGREED AND ACCEPTED:
JNK Properties 1, LTD.

By: _____

Name: VIVEK MAHENDRU

Title: MANAGER / OWNER

Date: 10/14/25

AGREED AND ACCEPTED:
MARRS ELLIS & HODGE LLP
Attorneys for JNK Properties 1, LTD.

By: _____
Justin Hodge
State Bar No. 24036791
jhodge@mehlaw.com
Graham Taylor
State Bar No. 24110433
gtaylor@mehlaw.com
9811 Katy Freeway, Suite 900
Houston, Texas 77024
Telephone: (713) 609-9503
Facsimile: (713) 583-5825

Date: 10-14-25

AGREED AND ACCEPTED:
WILLIAMSON COUNTY, TEXAS

By: _____
Steven Snell, County Judge

Its: _____

Date: _____

AGREED AND ACCEPTED:
SHEETS & CROSSFIELD, PLLC
ATTORNEYS FOR WILLIAMSON COUNTY, TEXAS

By: */s/ Adam H. Hill*
Erik Cardinell
State Bar No. 00796304
erik@scrrlaw.com
Adam H. Hill
State Bar No. 24115847
Adam@scrrlaw.com
309 East Main Street
Round Rock, Texas 78664
(512) 255-8877
Fax: (512) 255-8986

Date: _____

Exhibit "A"

Hero Way- Parcel 316

CAUSE NO. 24-0814-CC3

WILLIAMSON COUNTY, TEXAS **Condemnor**	§ §	IN THE COUNTY COURT
V.	§ §	AT LAW NO. THREE
JNK PROPERTIES 1, LTD. **Condemnee**	§ §	WILLIAMSON COUNTY, TEXAS

AGREED FINAL JUDGMENT

The parties to this condemnation lawsuit have agreed to compromise and settle all issues herein and request the entry of this Agreed Final Judgment by the Court. It appears to the Court that it has jurisdiction of this matter, the parties have agreed to all provisions contained within this Agreed Final Judgment, and the parties desire to resolve this lawsuit,

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that fee simple title in and to approximately 0.042 acres (Parcel 316) of land in Williamson County, Texas and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "R.O.W."), and additional rights or encumbrances as further described in Plaintiff's Original Petition filed among the papers of this cause on or about May 29, 2024, and any subsequent amendments thereto; be vested to **WILLIAMSON COUNTY, TEXAS**, and its assigns for the construction, reconstruction, realignment, widening, and/or maintaining of improvements to the RM 2243/Hero Way roadway improvement project and related drainage, utilities and appurtenances, and to perform associated public use and purposes.

It is further ORDERED that in complete satisfaction of any and all claims which have been made, or which could have been made in this litigation, including both the Property to be acquired and damages, if any, to any remaining property of Condemnee, that Condemnee shall recover from Condemnor the total sum of **TWENTY THOUSAND THREE HUNDRED**

EIGHTY THREE AND 00/100 DOLLARS ($20,383.00), of which total amount the parties agree:

1. Pursuant to the provisions of a Possession and Use Agreement, which was recorded in the Official Records of Williamson County as Document No. 2023095131 Condemnor has previously paid to Condemnee the sum of NINETEEN THOUSAND FIVE HUNDRED TWENTY-EIGHT and 0/100 DOLLARS ($19,528.00).

2. On August 26, 2024, an Award of Special Commissioners was filed with the court in the amount of TWENTY THOUSAND THREE HUNDRED EIGHTY-THREE and 0/100 DOLLARS and the parties agree that the additional sum of EIGHT HUNDRED FIFTY-FIVE and 0/100 DOLLARS was deposited with the court on September 11, 2024.

3. Therefore, the amount of **ZERO DOLLARS AND 00/100 ($0.00)** is now due and owing from Condemnor to Condemnee in full satisfaction of this Judgment.

It is further ORDERED that all costs be assessed against Condemnor.

This Agreed Final Judgment incorporates by reference and shall be subject to any terms, conditions, and obligations in that certain Rule 11 Settlement Agreement between the parties for the sale of a portion of the remaining property of Condemnee to Condemnor, and which shall survive the completion and entry of this Judgment.

It is further ORDERED that all costs be assessed against Condemnor.

This Agreed Final Judgment is intended by the parties to fully and finally dispose of all claims, parties, and issues in this lawsuit.

SIGNED this _____ day of _____, 2025.

_____
Judge Presiding

PREPARED BY AND APPROVED AS TO SUBSTANCE AND FORM:

/s/ *Adam H. Hill*
Adam H. Hill
State Bar No. 24115847
adam@scrrlaw.com
Erik Cardinell
erik@scrrlaw.com
State Bar No. 00796304
Don Childs
State Bar No. 00795056
don@scrrlaw.com
512.255.8877
Sheets & Crossfield, P.L.L.C.
309 East Main Street
Round Rock, Texas 78664
Attorneys for Condemnor

WILLIAMSON COUNTY, TEXAS

By:_____
Steven Snell, County Judge

AGREED AS TO SUBSTANCE AND FORM:

By:_____

Justin Hodge
State Bar No. 24036791
jhodge@mehlaw.com
Kyle Baum
State Bar No. 24082664
kbaum@mehlaw.com
Graham Taylor
State Bar No. 24110433
gtaylor@mehlaw.com
Marrs Ellis & Hodge LLP
9811 Katy Freeway, Suite 900
Houston, Texas 77024
713.609.9503
Attorneys for Condemnee

Exhibit "B"

Hero Way- Parcel 321

CAUSE NO. 24-0817-CC1

WILLIAMSON COUNTY, TEXAS **Condemnor**	§ §	IN THE COUNTY COURT
V.	§ §	AT LAW NO. ONE
JNK PROPERTIES 1, LTD. **Condemnee**	§ §	WILLIAMSON COUNTY, TEXAS

AGREED FINAL JUDGMENT

The parties to this condemnation lawsuit have agreed to compromise and settle all issues herein and request the entry of this Agreed Final Judgment by the Court. It appears to the Court that it has jurisdiction of this matter, the parties have agreed to all provisions contained within this Agreed Final Judgment, and the parties desire to resolve this lawsuit,

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that fee simple title in and to approximately 2.820 acres (Parcel 321) of land in Williamson County, Texas and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "R.O.W."), and additional rights or encumbrances as further described in Plaintiff's Original Petition filed among the papers of this cause on or about May 29, 2024, and any subsequent amendments thereto; be vested to **WILLIAMSON COUNTY, TEXAS**, and its assigns for the construction, reconstruction, realignment, widening, and/or maintaining of improvements to the RM 2243/Hero Way roadway improvement project and related drainage, utilities and appurtenances, and to perform associated public use and purposes.

It is further ORDERED that in complete satisfaction of any and all claims which have been made, or which could have been made in this litigation, including both the Property to be acquired and damages, if any, to any remaining property of Condemnee, that Condemnee shall recover from Condemnor the total sum of **ONE MILLION TWO HUNDRED THIRTY-**

THREE THOUSAND SEVEN HUNDRED DOLLARS AND 00/100 ($1,233,700.00) of which total amount the parties agree:

1. Pursuant to the provisions of a Possession and Use Agreement, which was recorded in the Official Records of Williamson County as Document No. 2023095137 Condemnor has previously paid to Condemnee the sum of ONE MILLION TWO HUNDRED TWENTY THOUSAND SEVEN HUNDRED FORTY and 00/100 DOLLARS ($1,220,740.00).

2. On August 23, 2024, an Award of Special Commissioners was filed with the court in the amount of ONE MILLION TWO HUNDRED THIRTY-THREE THOUSAND SEVEN HUNDRED and 00/100 DOLLARS ($1,233,700.00) and the parties agree that the additional sum of TWELVE THOUSAND NINE HUNDRED SIXTY and 00/100 DOLLARS ($12,960.00) was deposited with the court on September 11, 2024.

3. Therefore, the amount of **ZERO DOLLARS AND 00/100 ($0.00)** is now due and owing from Condemnor to Condemnee in full satisfaction of this Judgment.

It is further ORDERED that all costs be assessed against Condemnor.

This Agreed Final Judgment incorporates by reference and shall be subject to any terms, conditions, and obligations in that certain Rule 11 Settlement Agreement between the parties for the sale of a portion of the remaining property of Condemnee to Condemnor, and which shall survive the completion and entry of this Judgment.

It is further ORDERED that all costs be assessed against Condemnor.

This Agreed Final Judgment is intended by the parties to fully and finally dispose of all claims, parties, and issues in this lawsuit.

SIGNED this _____ day of _____, 2025.

_____
Judge Presiding

PREPARED BY AND APPROVED AS TO SUBSTANCE AND FORM:

/s/ *Adam H. Hill*
Adam H. Hill
State Bar No. 24115847
adam@scrrlaw.com
Erik Cardinell
erik@scrrlaw.com
State Bar No. 00796304
Don Childs
State Bar No. 00795056
don@scrrlaw.com
512.255.8877
Sheets & Crossfield, P.L.L.C.
309 East Main Street
Round Rock, Texas 78664
Attorneys for Condemnor

WILLIAMSON COUNTY, TEXAS

By:_____
Steven Snell, County Judge

AGREED AS TO SUBSTANCE AND FORM:

By:_____

Justin Hodge
State Bar No. 24036791
jhodge@mehlaw.com
Kyle Baum
State Bar No. 24082664
kbaum@mehlaw.com
Graham Taylor
State Bar No. 24110433
gtaylor@mehlaw.com
Marrs Ellis & Hodge LLP
9811 Katy Freeway, Suite 900
Houston, Texas 77024
713.609.9503
Attorneys for Condemnee

Exhibit "C"

Hero Way – Parcel 330

NO. 24-0815-CC4

WILLIAMSON COUNTY, TEXAS, Condemnor,	§ §	IN THE COUNTY COURT
vs.	§	AT LAW NO. FOUR
JNK PROPERTIES 1, LTD., Condemnee,	§ §	WILLIAMSON COUNTY, TEXAS

AGREED FINAL JUDGMENT

The parties to this condemnation lawsuit have agreed to compromise and settle all issues herein and request the entry of this Agreed Final Judgment by the Court. It appears to the Court that it has jurisdiction of this matter, the parties have agreed to all provisions contained within this Agreed Final Judgment, and the parties desire to resolve this lawsuit,

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that fee simple title in and to approximately 3.715 acres (Parcel 330) of land in Williamson County, Texas and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "R.O.W."), and additional rights or encumbrances as further described in Plaintiff's Original Petition filed among the papers of this cause on or about May 29, 2024, and any subsequent amendments thereto; be vested to **WILLIAMSON COUNTY, TEXAS**, and its assigns for the construction, reconstruction, realignment, widening, and/or maintaining of improvements to the Hero Way/RM 2243 roadway improvement project and related drainage, utilities and appurtenances, and to perform associated public use and purposes.

It is further ORDERED that in complete satisfaction of any and all claims which have been made, or which could have been made in this litigation, including both the Property to be acquired and damages, if any, to any remaining property of Condemnee, that Condemnee shall recover from Condemnor the total sum of **ONE MILLION SIX HUNDRED SIXTY-SEVEN**

THOUSAND EIGHT HUNDRED NINETY-FOUR AND 00/100 DOLLARS ($1,667,894.00), of which total amount the parties agree:

1. The amount of **ONE MILLION SIX HUNDRED ELEVEN THOUSAND FIVE HUNDRED TWENTY-NINE AND 00/100 DOLLARS ($1,611,529.00)** was previously paid to Condemnee pursuant to the provisions of a Possession and Use Agreement, which was recorded in the Official Public Records of Williamson County as Document No. 2023095136.

2. On or about September 17, 2024, pursuant to the written Award of Special Commissioners filed among the papers of this cause on or about September 10, 2024; Condemnor deposited an additional **FIFTY-SIX THOUSAND THREE HUNDRED SIXTY-FIVE and 00/100 DOLLARS ($56,365.00)** into the registry of this court.

3. The amount of **ZERO DOLLARS ($146,596.00)** is now due and owing from Condemnor to Condemnee in full satisfaction of this Judgment.

This Agreed Final Judgment incorporates by reference and shall be subject to any terms, conditions, and obligations in that certain Rule 11 Settlement Agreement between the parties for the sale of a portion of the remaining property of Condemnee to Condemnor, and which shall survive the completion and entry of this Judgment.

It is further ORDERED that all costs be assessed against Condemnor.

This Agreed Final Judgment is intended by the parties to fully and finally dispose of all claims, parties, and issues in this lawsuit.

SIGNED this _____ day of _____, 2025.

_____

Judge Presiding

PREPARED BY AND APPROVED AS TO SUBSTANCE AND FORM:

/s/ *Adam H. Hill*
Adam H. Hill
State Bar No. 24115847
adam@scrrlaw.com
Erik Cardinell
erik@scrrlaw.com
State Bar No. 00796304
Don Childs
State Bar No. 00795056
don@scrrlaw.com
512.255.8877
Sheets & Crossfield, P.L.L.C.
309 East Main Street
Round Rock, Texas 78664
Attorneys for Condemnor

WILLIAMSON COUNTY, TEXAS

By:_____
Steven Snell, County Judge

AGREED AND ACCEPTED:
MARRS ELLIS & HODGE LLP
Attorneys for JNK Properties 1, LTD.

By: _____

Justin Hodge
State Bar No. 24036791
jhodge@mehlaw.com
Graham Taylor
State Bar No. 24110433
gtaylor@mehlaw.com
9811 Katy Freeway, Suite 900
Houston, Texas 77024
Telephone: (713) 609-9503
Facsimile: (713) 583-5825

Date: _____

Exhibit "D"

Hero Way- Parcel 335/335E

CAUSE NO. 24-0816-CC5

WILLIAMSON COUNTY, TEXAS Condemnor	§ §	IN THE COUNTY COURT
V.	§ §	AT LAW NO. FIVE
JNK PROPERTIES 1, LTD. Condemnee	§ §	WILLIAMSON COUNTY, TEXAS

AGREED FINAL JUDGMENT

The parties to this condemnation lawsuit have agreed to compromise and settle all issues herein and request the entry of this Agreed Final Judgment by the Court. It appears to the Court that it has jurisdiction of this matter, the parties have agreed to all provisions contained within this Agreed Final Judgment, and the parties desire to resolve this lawsuit,

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that fee simple interest in and to approximately 28.707 acres (Parcel 335) of land in Williamson County, Texas and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes, and additional rights or encumbrances as further described in Plaintiff's First Amended Petition filed among the papers of this cause on or about May 30, 2024, and any subsequent amendments thereto; be vested to **WILLIAMSON COUNTY, TEXAS**, and its assigns for the construction, reconstruction, realignment, widening, and/or maintaining of improvements to the RM 2243/Hero Way roadway improvement project and related drainage, utilities and appurtenances, and to perform associated public use and purposes.

It is further ORDERED that an electric utility easement interest in and to approximately 6.124 acres (Parcel 335AE) of land in Williamson County, Texas and being more particularly described in Exhibit "B" attached hereto and incorporated herein for all purposes, and additional rights or encumbrances as further described in Plaintiff's First Amended Petition filed among the papers of this cause on or about May 30, 2024, and any subsequent amendments thereto; be

vested to **WILLIAMSON COUNTY, TEXAS OR PEDERNALES ELECTRIC COOPERATIVE, INC.**, and its assigns for the construction, reconstruction, realignment, widening, and/or maintaining of improvements to the RM 2243/Hero Way roadway improvement project and related drainage, utilities and appurtenances, and to perform associated public use and purposes. The electric utility easement interest rights awarded to Condemnor in this cause are more particularly described in further detail in the Electric Utility Easement document, which is attached as Exhibit "C" hereto.

It is further ORDERED that two drainage easements interest in and across approximately 0.233 acres (Parcel 335D1) of land in Williamson County, Texas, and in and across approximately 0.152 acres (Parcel 335D2) of land in Williamson County, Texas, and being more particularly described in Exhibit "D" attached hereto and incorporated herein for all purposes, and additional rights or encumbrances as further described in Plaintiff's First Amended Petition filed among the papers of this cause on or about May 30, 2024, and any subsequent amendments thereto; be vested to **WILLIAMSON COUNTY, TEXAS,** and its assigns for the construction, reconstruction, realignment, widening, and/or maintaining of improvements to the RM 2243/Hero Way roadway improvement project and related drainage, utilities and appurtenances, and to perform associated public use and purposes. The drainage easements' interest rights awarded to Condemnor in this cause are more particularly described in further detail in the Drainage Easement document, which is attached as Exhibit "E" hereto.

It is further ORDERED that in complete satisfaction of any and all claims which have been made, or which could have been made in this litigation, including both the Property to be acquired and damages, if any, to any remaining property of Condemnee, that Condemnee shall recover from Condemnor the total sum of **THIRTY-NINE MILLION FIFTY-THREE**

THOUSAND FIVE HUNDRED THIRTY-THREE AND 00/100 DOLLARS ($39,053,533.00.00) of which total amount the parties agree:

1. Pursuant to the provisions of a Possession and Use Agreement, which was recorded in the Official Records of Williamson County as Document No. 2024005569, Condemnor has previously paid to Condemnee SEVENTEEN MILLION SIX HUNDRED FIFTEEN THOUSAND TWO HUNDRED FIFTY-FOUR and 00/100 DOLLARS ($17,615,254.00).
2. SIX HUNDRED EIGHTY-NINE THOUSAND SEVEN HUNDRED THIRTY DOLLARS and 00/100 ($689,730.00) was deposited into the Registry of the Court by Condemnor on or about September 10, 2024, pursuant to the Award filed amongst the papers of this Cause on or about August 26, 2024, leaving a balance due and owing in satisfaction of this Judgment of **TWENTY MILLION SEVEN HUNDRED FORTY-EIGHT THOUSAND FIVE HUNDRED FORTY-NINE DOLLARS AND 00/100 ($20,748,549.00).**

It is further ORDERED that Condemnor shall pay Condemnee the remaining balance of **TWENTY MILLION SEVEN HUNDRED FORTY-EIGHT THOUSAND FIVE HUNDRED FORTY-NINE DOLLARS AND 00/100 ($20,748,549.00)** as full compensation for the condemnation of the Property. Plaintiff shall make such wire transfer to the IOLTA account of Marrs Ellis & Hodge LLP, as Trustee for JNK Properties 1, Ltd., at 9811 Katy Freeway, Suite 900, Houston, Texas 77024. In the event Condemnee is unable to provide necessary documents or payment information to effectuate payment, or be available to accept payment as directed above, Condemnor may deposit the remaining balance in the registry of the Court to satisfy this Agreed Final Judgment. If the remaining balance is not paid or deposited

within sixty (60) days of entry and filing of this Agreed Final Judgment, then statutory interest will accrue on the unpaid balance until paid.

This Agreed Final Judgment incorporates by reference and shall be subject to any terms, conditions, and obligations in that certain Rule 11 Settlement Agreement between the parties for the sale of a portion of the remaining property of Condemnee to Condemnor, and which shall survive the completion and entry of this Judgment.

It is further ORDERED that all costs be assessed against Condemnor.

This Agreed Final Judgment is intended by the parties to fully and finally dispose of all claims, parties, and issues in this lawsuit.

SIGNED this _____ day of _____, 2025.

_____
Judge Presiding

PREPARED BY AND APPROVED AS TO SUBSTANCE AND FORM:

/s/ *Adam H. Hill*
Adam H. Hill
State Bar No. 24115847
adam@scrrlaw.com
Erik Cardinell
erik@scrrlaw.com
State Bar No. 00796304
Don Childs
State Bar No. 00795056
don@scrrlaw.com
512.255.8877
Sheets & Crossfield, P.L.L.C.
309 East Main Street
Round Rock, Texas 78664
Attorneys for Condemnor

WILLIAMSON COUNTY, TEXAS

By:_____
Steven Snell, County Judge

AGREED AS TO SUBSTANCE AND FORM:

By:_____

Justin Hodge
State Bar No. 24036791
jhodge@mehlaw.com
Kyle Baum
State Bar No. 24082664
kbaum@mehlaw.com
Graham Taylor
State Bar No. 24110433
gtaylor@mehlaw.com
Marrs Ellis & Hodge LLP
9811 Katy Freeway, Suite 900
Houston, Texas 77024
713.609.9503
Attorneys for Condemnee

Exhibit "E"

Hero Way- Parcel 330E

CAUSE NO. 25-1204-CC4

WILLIAMSON COUNTY, TEXAS Condemnor	§ §	IN THE COUNTY COURT
V.	§ §	AT LAW NO. FOUR
JNK PROPERTIES 1, LTD. Condemnee	§ §	WILLIAMSON COUNTY, TEXAS

AGREED FINAL JUDGMENT

The parties to this condemnation lawsuit have agreed to compromise and settle all issues herein and request the entry of this Agreed Final Judgment by the Court. It appears to the Court that it has jurisdiction of this matter, the parties have agreed to all provisions contained within this Agreed Final Judgment, and the parties desire to resolve this lawsuit,

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that easement interest in and to approximately 0.193 acres (Parcel 330E) of land in Williamson County, Texas and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes, and additional rights or encumbrances as further described in Plaintiff's Original Petition filed among the papers of this cause on or about July 17, 2025, and any subsequent amendments thereto; be vested to **WILLIAMSON COUNTY, TEXAS**, and its assigns for the construction, reconstruction, realignment, widening, and/or maintaining of improvements to the RM 2243/Hero Way roadway improvement project and related drainage, utilities and appurtenances, and to perform associated public use and purposes.

It is further ORDERED that in complete satisfaction of any and all claims which have been made, or which could have been made in this litigation, including both the Property to be acquired and damages, if any, to any remaining property of Condemnee, that Condemnee shall recover from Condemnor the total sum of **TWENTY THOUSAND EIGHT HUNDRED**

TWENTY-FIVE DOLLARS AND 00/100 ($20,825.00) of which total amount the parties agree:

TWENTY THOUSAND EIGHT HUNDRED TWENTY-FIVE DOLLARS and 00/100 ($20,825.00) was deposited into the Registry of the Court by Condemnor on or about October 14, 2025, pursuant to the Award filed on October 6, 2025, among the papers of this Cause, leaving a balance due and owing in satisfaction of this Judgment of **ZERO DOLLARS AND 00/100 ($0.00).**

It is further ORDERED that all costs be assessed against Condemnor.

This Agreed Final Judgment is intended by the parties to fully and finally dispose of all claims, parties, and issues in this lawsuit.

SIGNED this _____ day of _____, 2025.

_____
Judge Presiding

PREPARED BY AND APPROVED AS TO SUBSTANCE AND FORM:

/s/ *Adam H. Hill*
Adam H. Hill
State Bar No. 24115847
adam@scrrlaw.com
Erik Cardinell
erik@scrrlaw.com
State Bar No. 00796304
Don Childs
State Bar No. 00795056
don@scrrlaw.com
512.255.8877
Sheets & Crossfield, P.L.L.C.
309 East Main Street
Round Rock, Texas 78664
Attorneys for Condemnor

WILLIAMSON COUNTY, TEXAS

By:_____
Steven Snell, County Judge

AGREED AS TO SUBSTANCE AND FORM:

By:_____

Justin Hodge
State Bar No. 24036791
jhodge@mehlaw.com
Kyle Baum
State Bar No. 24082664
kbaum@mehlaw.com
Graham Taylor
State Bar No. 24110433
gtaylor@mehlaw.com
Marrs Ellis & Hodge LLP
9811 Katy Freeway, Suite 900
Houston, Texas 77024
713.609.9503
Attorneys for Condemnee

Commissioners Court - Regular Session **60.**

Meeting Date: 10/21/2025

Ronald Reagan Segment C- Donation Deed and Slope Easement

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 accepting 2.0762 AC from RR 122 Holdings, LLC in a Consent and Development Agreement Donation Deed and 0.2509 AC in a Slope and Lateral Support Easement for the Ronald Reagan Segment C project.

Background

These donations are the result of a Consent and Development Agreement between Williamson County, RR 122 Holdings, LLC and Williamson County Municipal Utility District No. 46 that was previously approved by the court in October 2024. Funding Source: TANS P588

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Deed

Easement

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/14/2025 04:30 PM
Form Started By: Don Childs		Started On: 10/13/2025 05:14 PM
Final Approval Date: 10/14/2025		

WCMUD No. 46

CONSENT AND DEVELOPMENT AGREEMENT DONATION DEED

Ronald Reagan Boulevard (Segment C) 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.

WHEREAS, pursuant to the terms of that certain Consent and Development Agreement executed by and between Williamson County, Texas, RR 122 Holdings, LLC, and Williamson County Municipal Utility District No. 46, and in satisfaction of the "REQUESTED R.O.W. DEDICATION FOR RR WIDENING" requirement of Section 3.01. Right of Way Dedications. contained in that Consent and Development Agreement;

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **RR 122 HOLDINGS LLC**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Donate, 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"):

Being a 1.694 acre (73,799 square feet) parcel of land situated in the Delores Casanova Survey, Abstract No. 128, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof (Parcel 12—Part 1); and

Being a 0.3558 acre (15,499 square feet) parcel of land situated in the Delores Casanova Survey, Abstract No. 128, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "B" attached hereto and made a part hereof (Parcel 12—Part 2); and

Being a 0.0264 acre (1,149 square feet) parcel of land situated in the Delores Casanova Survey, Abstract No. 128, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "C" attached hereto and made a part hereof (Parcel 12C);

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 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 bur not otherwise.

IN WITNESS WHEREOF, this instrument is executed on this the 7th day of October, 2025.

[signature on following page]

GRANTOR:

RR 122 HOLDINGS LLC

By: SVAG Investments LLC, a Texas limited liability company

By: SVAG Asset Management LLC, a Texas limited liability company, its Manager

By: _____

Name: Sudhaashan Vembutty

Title: Manager.

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Fort Bend §

This instrument was acknowledged before me on this the 7 day of October, 2025 by Sudhaashan Vembutty in the capacity and for the purposes and consideration recited therein.

KAIF SORATHIA
Notary ID #134888683
My Commission Expires
May 7, 2028

Kaif Sorathia

Notary Public, State of Texas

ACCEPTED:

WILLIAMSON COUNTY, TEXAS

By:_____
Steve Snell, County Judge

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____2025 by County Judge Steve 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:

County: Williamson
Parcel: 12 PART 1- RR 122 HOLDINGS LLC
Highway: Ronald Reagan Boulevard

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 1.694 ACRE (73,799 SQUARE FEET) PARCEL OF LAND SITUATED IN THE DELORES CASANOVA SURVEY, ABSTRACT NO. 128, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 122.662 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO RR 122 HOLDINGS LLC, RECORDED IN DOCUMENT NO. 2022022743 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.); SAID 1.694 ACRE (73,799 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set in the existing East right-of-way (ROW) line of County Road 289 (Variable Width ROW) and the common West line of the remainder of said 122.662 acre tract and in the proposed North ROW line of Ronald Reagan Boulevard, (Grid Coordinates: N=10,236,604.25, E=3,082,178.77), 236.47 feet Left of Ronald Reagan Baseline Station 766+60.05;

THENCE over and across the remainder of said 122.662 acre tract and with the proposed North ROW line of said Ronald Reagan Boulevard, the following five (5) courses and distances:

1) **South 80°11'52" East**, a distance of **100.85** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set, 169.82 feet Left of Ronald Reagan Baseline Station 767+34.66;

2) Along a curve to the **Right**, having a radius of **14,256.03** feet, an arc length of **161.80** feet, a delta angle of **00°39'01"**, and a chord which bears **North 58°51'01" East** a distance of **161.80** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set, 169.99 feet Left of Ronald Reagan Baseline Station 768+94.53;

3) Along a curve to the **Right**, having a radius of **321.50** feet, an arc length of **27.64** feet, a delta angle of **04°55'33"**, and a chord which bears **North 61°38'19" East** a distance of **27.63** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set, 168.85 feet Left of Ronald Reagan Baseline Station 769+21.81;

4) **North 64°06'05" East**, a distance of **53.31** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set, 164.53 feet Left of Ronald Reagan Baseline Station 769+74.32; and

5) Along a curve to the **Right**, having a radius of **14,251.71** feet, an arc length of **741.03** feet, a delta angle of **02°58'45"**, and a chord which bears **North 60°59'06" East** a distance of **740.95** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set in the existing North ROW line of Ronald Reagan Boulevard (Variable Width ROW) and the common South line of the remainder of said 122.662 acre tract, 165.33 feet Left of Ronald Reagan Baseline Station 777+06.78;

County: Williamson
Parcel: 12 PART 1- RR 122 HOLDINGS LLC
Highway: Ronald Reagan Boulevard

THENCE with the existing North ROW line of said Ronald Reagan Boulevard and the common South line of the remainder of said 122.662 acre tract, the following seven (7) courses and distances:

7) **South 58°36'35" West**, a distance of **112.36** feet to a 1/2-inch rebar found, 158.08 feet Left of Ronald Reagan Baseline Station 775+95.92;

8) **South 31°00'48" East**, a distance of **49.73** feet to a 1/2-inch rebar with cap stamped "PBS&J" found, 108.42 feet Left of Ronald Reagan Baseline Station 775+98.59;

9) **South 53°03'10" West**, a distance of **101.28** feet to a 1/2-inch rebar found, 92.86 feet Left of Ronald Reagan Baseline Station 774+99.23;

10) **South 58°37'53" West**, a distance of **300.31** feet to a 1/2-inch rebar with illegible cap found, 80.00 feet Left of Ronald Reagan Baseline Station 772+01.02;

11) **North 31°18'39" West**, a distance of **20.10** feet to a 1/2-inch rebar found, 100.08 feet Left of Ronald Reagan Baseline Station 772+00.40;

12) **South 58°38'34" West**, a distance of **530.89** feet to a 1/2-inch rebar found, 93.01 feet Left of Ronald Reagan Baseline Station 766+73.13; and

13) **North 71°30'55" West**, a distance of **50.12** feet to a 1/2-inch rebar with cap stamped "RCS 5793" found at the intersection of existing South ROW line of said Ronald Reagan Boulevard and the existing East ROW line of said County Road 289 for the Southwest corner of the remainder of said 122.662 acre tract, 131.52 feet Left of Ronald Reagan Baseline Station 766+41.32;

County: Williamson
Parcel: 12 PART 1- RR 122 HOLDINGS LLC
Highway: Ronald Reagan Boulevard

14) **THENCE North 21°30'23" West**, with existing East ROW line of said County Road 289 and the common West line of the remainder of said 122.662 acre tract, a distance of **106.65** feet to the **POINT OF BEGINNING** and containing 1.694 acres (73,799 Square Feet) of land, more or less.

This property description is accompanied by a separate plat of even date.

This project is referenced for all bearing and coordinate basis to the Texas Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00012.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

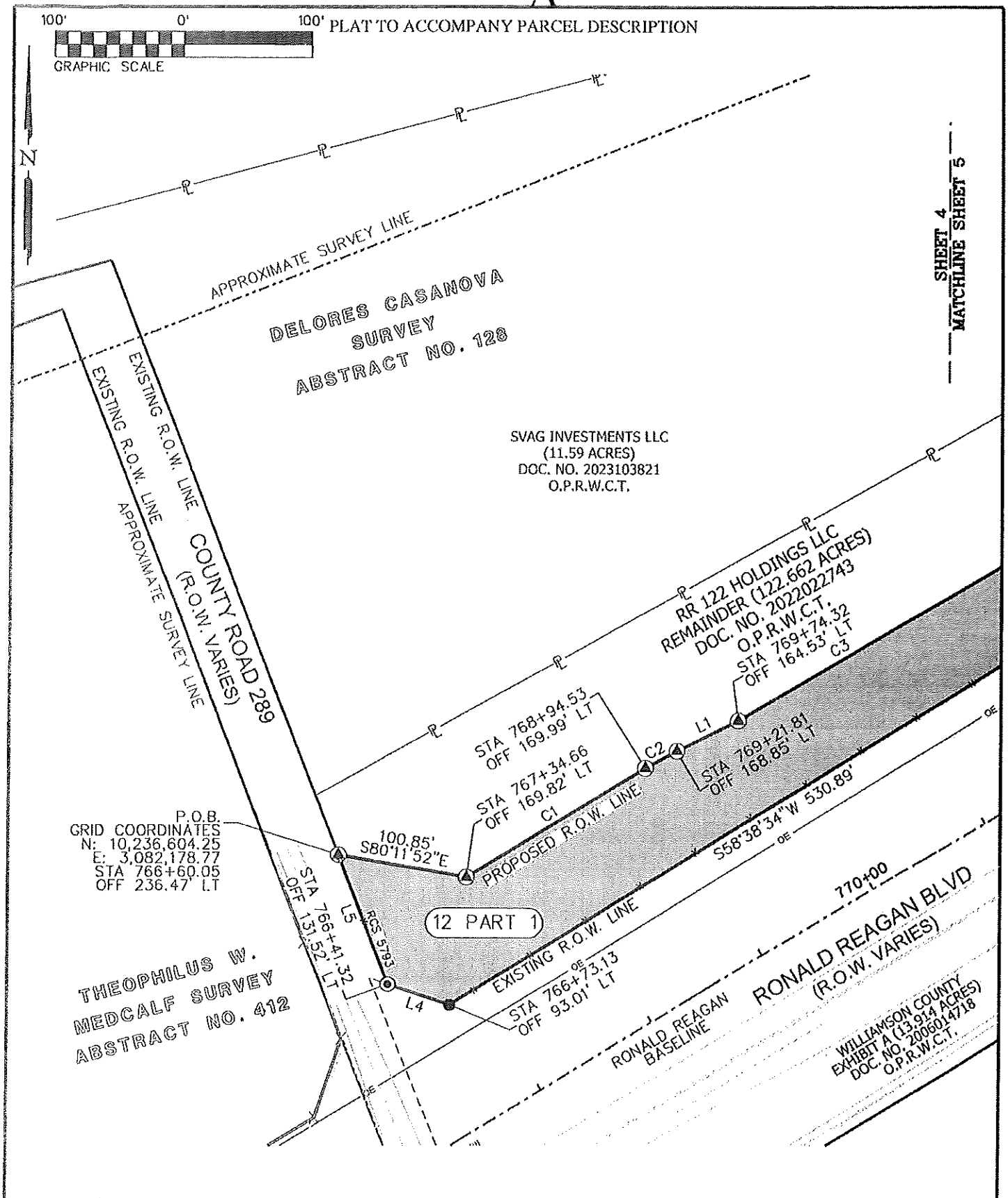
That I, Frank W. Funk, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described was determined by a survey made on the ground under my direct supervision.

Frank W. Funk 06/16/2025

Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803
Landesign Services, Inc.
FIRM 10001800
10090 W Highway 29
Liberty Hill, Texas 78642

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

RR 122 HOLDINGS LLC

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

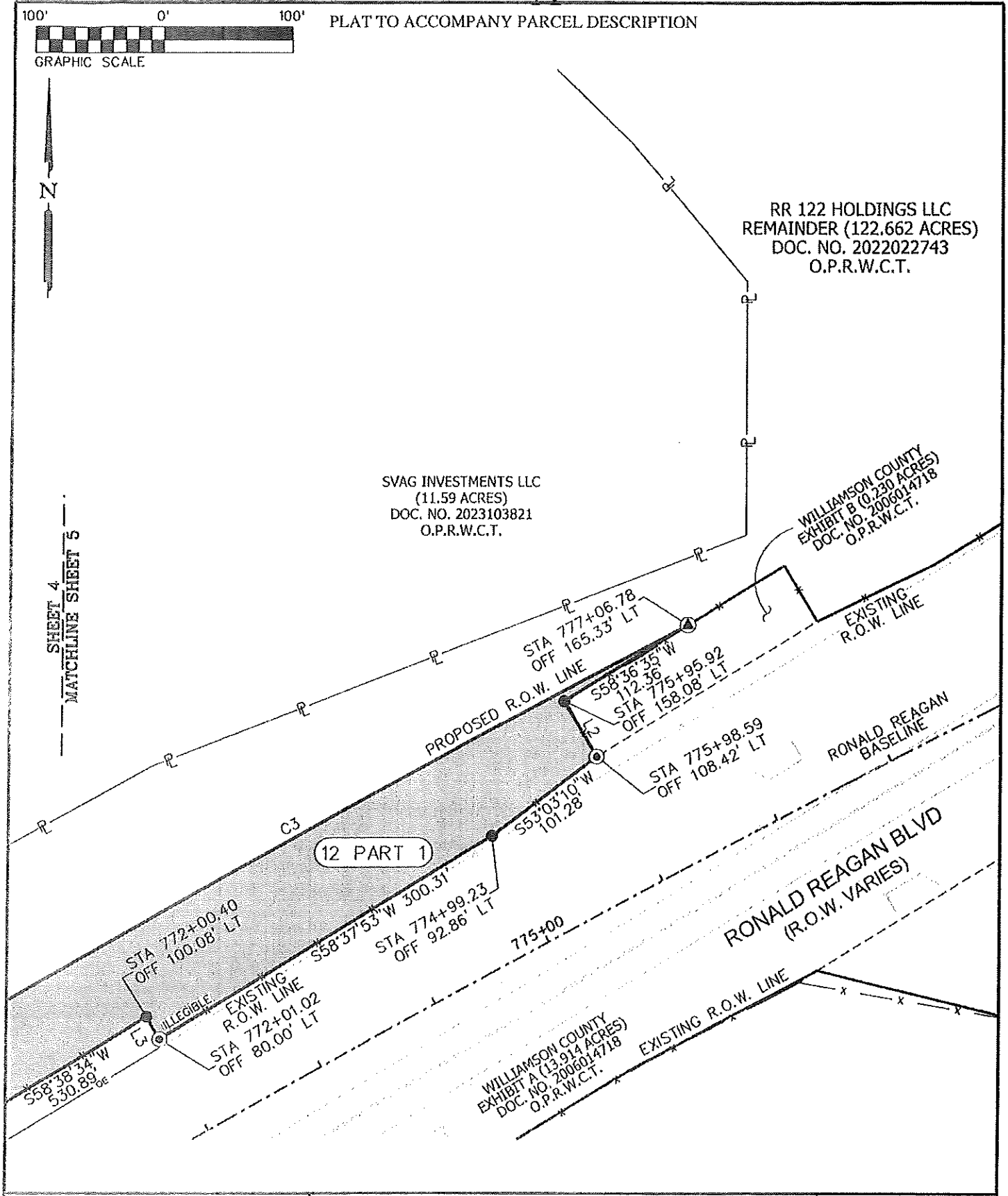
06/16/2025

PARCEL 12 PART 1

1.694 ACRES
73,799 Sq. Ft.

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

RR 122 HOLDINGS LLC

06/16/2025

PARCEL 12
PART 1

1.694 ACRES
73,799 Sq. Ft.

SHEET 5 OF 7

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LINE DATA		
LINE	BEARING	LENGTH
L1	N64° 06'05"E	53.31'
L2	S31° 00'48"E	49.73'
L3	N31° 18'39"W	20.10'
L4	N71° 30'55"W	50.12'
L5	N21° 30'23"W	106.65'

CURVE DATA				
CURVE	Δ	RADIUS	LENGTH	CHORD
C1	00° 39'01"	14,256.03'	161.80'	N58° 51'01"E 161.80'
C2	04° 55'33"	321.50'	27.64'	N61° 38'19"E 27.63'
C3	02° 58'45"	14,251.71'	741.03'	N60° 59'06"E 740.95'

NOTES:

1. BEARINGS SHOWN HEREON ARE ORIENTED TO GRID NORTH. COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 2011 ADJUSTMENT), CENTRAL ZONE (FEDERAL INFORMATION PROCESSING STANDARD (FIPS) 4203).

2. DISTANCES AND AREAS SHOWN HEREON ARE PROJECT SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED SURFACE ADJUSTMENT FACTOR IS 1.00012.

3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PARCEL PLAT.

LEGEND

⊕	1/2-INCH REBAR WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS OTHERWISE NOTED)
●	1/2-INCH REBAR FOUND (UNLESS OTHERWISE NOTED)
◉	1/2-INCH REBAR FOUND WITH CAP STAMPED "PBS&J" (UNLESS OTHERWISE NOTED)
O.P.R.W.C.T	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
( )	RECORD INFORMATION
——℄——	PROPERTY LINE
- - - - - -	SURVEY LINE

STATE OF TEXAS:
WILLIAMSON COUNTY:

THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

FRANK W. FUNK 06/16/2025
FRANK W. FUNK DATE
RPLS 6803

STATE OF TEXAS
REGISTERED
FRANK WILLIAM FUNK
6803
PROFESSIONAL
LAND SURVEYOR

CALCULATED
100.86 ACRES
4,393,616 Sq. Ft.

REMAINDER
99.17 ACRES
4,319,817 Sq. Ft.

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

RR 122 HOLDINGS LLC

06/16/2025
PARCEL 12
PART 1
1.694 ACRES
73,799 Sq. Ft.
SHEET 6 OF 7

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

COMMITMENT FOR TITLE INSURANCE PROVIDED BY:

NATIONAL INVESTORS TITLE INSURANCE COMPANY
GF NO. T-186711
ISSUED: MAY 09, 2025
EFFECTIVE DATE: MAY 01, 2025

ONLY THOSE ITEMS LISTED IN SCHEDULE B OF THE ABOVE REFERENCED COMMITMENT FOR TITLE INSURANCE WERE REVIEWED FOR THE PURPOSE OF THE SURVEY. NO ADDITIONAL RESEARCH WAS PERFORMED BY THIS SURVEYOR. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, OR OTHER ENCUMBRANCES WHICH AFFECT THIS SURVEY THAT ARE NOT KNOWN TO THIS SURVEYOR.

ITEMS 10.1, 10.6 THROUGH 10.17, ARE NOT A SURVEY MATTER.

10: 2. A POTABLE WATER LINE EASEMENT GRANTED TO CHISHOLM TRAIL, WSC AS DESCRIBED IN VOLUME 938, PAGE 575 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.
(MAY AFFECT. UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

3. A POTABLE WATER PIPELINE EASEMENT GRANTED TO CHISHOLM TRAIL WATER SUPPLY CORP. AS DESCRIBED IN VOLUME 944, PAGE 762 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.
(MAY AFFECT. UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

4. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN DOCUMENT NO. 199980164 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
(MAY AFFECT. UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

5. A 15 FOOT WIDE PIPELINE EASEMENT GRANTED TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT AS DESCRIBED IN DOCUMENT NO. 2002026281 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
(MAY AFFECT. UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

18. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCES AFFECTING THE TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY.
(NOTED HEREON)

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

RR 122 HOLDINGS LLC

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

06/16/2025
PARCEL 12
PART 1
1.694 ACRES
73,799 Sq. Ft.
SHEET 7 OF 7

County: Williamson
Parcel: 12 PART 2- RR 122 HOLDINGS LLC
Highway: Ronald Reagan Boulevard

EXHIBIT B
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.3558 OF ONE ACRE (15,499 SQUARE FEET) PARCEL OF LAND SITUATED IN THE DELORES CASANOVA SURVEY, ABSTRACT NO. 128, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 122.662 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO RR 122 HOLDINGS LLC, RECORDED IN DOCUMENT NO. 2022022743 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.); SAID 0.3558 OF ONE ACRE (15,499 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch rebar with cap stamped "PBS&J" found in the existing North right-of-way (ROW) line of Ronald Reagan Boulevard (Variable Width ROW) and the common South line of the remainder of said 122.662 acre tract, in the proposed North ROW line of Ronald Reagan Boulevard, for the Northeast corner of a called 0.230 acre tract of land described in a Special Warranty Deed to Williamson County, Texas, recorded in Document No. 2006014718 of said O.P.R.W.C.T., (Grid Coordinates: N=10,237,112.00, E=3,083,211.27), 171.58 feet Left of Ronald Reagan Baseline Station 777+92.87;

THENCE over and across the remainder of said 122.662 acre tract and with the proposed North ROW line of said Ronald Reagan Boulevard, the following two (2) courses and distances:

1) **North 66°16'37" East**, a distance of **109.10** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set, 165.52 feet Left of Ronald Reagan Baseline Station 779+00.86; and

2) Along a curve to the **Left**, having a radius of **13,951.67** feet, an arc length of **449.64** feet, a delta angle of **01°50'48"**, and a chord which bears **North 62°20'22" East** a distance of **449.62** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set in the West line of a called 0.79 acre tract of land described in a General Warranty Deed to Nolina Comm I LLC, recorded in Document No. 2024068248 of said O.P.R.W.C.T., 165.04 feet Left of Ronald Reagan Baseline Station 784+55.83;

3) THENCE **South 19°34'05" East**, with the East line of the said remainer of 122.662 acre tract and the common West line of said 0.79 acre tract, a distance of **1.50** feet to a 1/2-inch rebar with cap stamped "PBS&J" found in the existing North ROW line of said Ronald Reagan Boulevard, for the Southeast corner of the said remainder of 122.662 acre tract and a common corner of said 0.79 acre tract, 163.56 feet Left of Ronald Reagan Baseline Station 784+55.59;

THENCE with the existing North ROW line of said Ronald Reagan Boulevard and the common Southeast line of the said remainder of 122.662 acre tract, the following five (5) courses and distances:

4) **South 58°39'40" West**, a distance of **199.79** feet to a 1/2-inch rebar with cap stamped " PBS&J" found, 152.74 feet Left of Ronald Reagan Baseline Station 781+53.83;

County: Williamson
Parcel: 12 PART 2- RR 122 HOLDINGS LLC
Highway: Ronald Reagan Boulevard

5) **South 31°20'55" East,** a distance of **14.96** feet to a 1/2-inch rebar with cap stamped "PBS&J" found, 137.81 feet Left of Ronald Reagan Baseline Station 781+54.76;

6) **South 58°39'12" West,** a distance of **257.59** feet to a 1/2-inch rebar with cap stamped "PBS&J" found, 119.64 feet Left of Ronald Reagan Baseline Station 778+95.44;

7) **South 64°23'08" West,** a distance of **99.63** feet to a 1/2-inch rebar with cap stamped "PBS&J" found, 121.88 feet Left of Ronald Reagan Baseline Station 777+96.52; and

8) **North 31°21'16" West,** a distance of **49.83** feet to the **POINT OF BEGINNING** and containing 0.3558 of one acre (15,499 Square Feet) of land, more or less.

This property description is accompanied by a separate plat of even date.

This project is referenced for all bearing and coordinate basis to the Texas Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00012.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

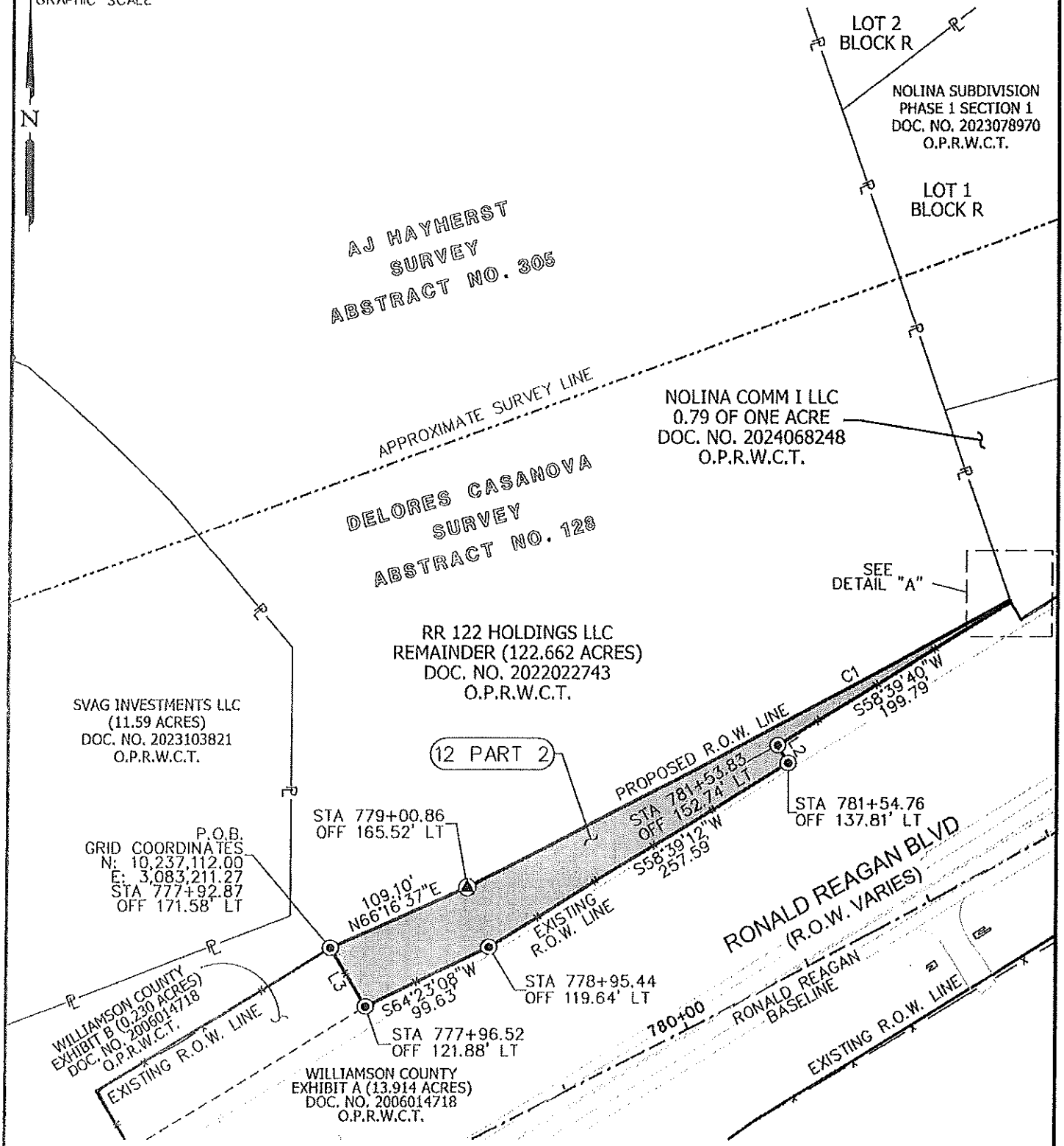
That I, Frank W. Funk, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described was determined by a survey made on the ground under my direct supervision.

07/01/2025

Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803
Landesign Services, Inc.
FIRM 10001800
10090 W Highway 29
Liberty Hill, Texas 78642

EXHIBIT "B"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

RR 122 HOLDINGS LLC

07/01/2025

PARCEL 12
PART 2
0.3558 ACRE
15,499 Sq. Ft.

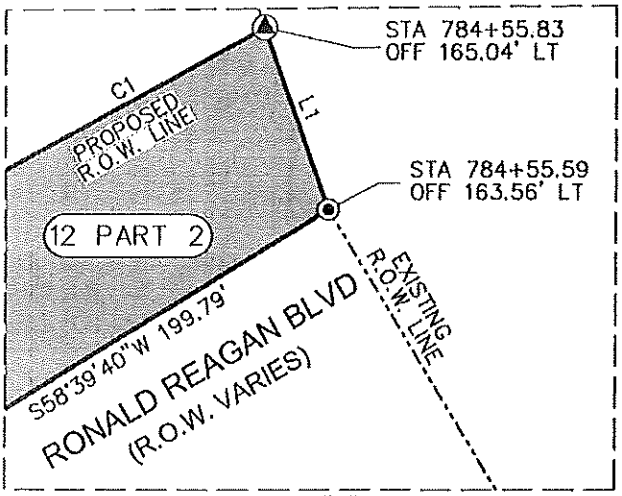
SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

EXHIBIT 'B'

PLAT TO ACCOMPANY PARCEL DESCRIPTION

CURVE DATA				
CURVE	Δ	RADIUS	LENGTH	CHORD
C1	01° 50'48"	13,951.67'	449.64'	N62° 20'22"E 449.62'

LINE DATA		
LINE	BEARING	LENGTH
L1	S19° 34'05"E	1.50'
L2	S31° 20'55"E	14.96'
L3	N31° 21'16"W	49.83'



DETAIL "A"
NOT TO SCALE

NOTES:

1. BEARINGS SHOWN HEREON ARE ORIENTED TO GRID NORTH. COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 2011 ADJUSTMENT), CENTRAL ZONE [FEDERAL INFORMATION PROCESSING STANDARD (FIPS) 4203].

2. DISTANCES AND AREAS SHOWN HEREON ARE PROJECT SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED SURFACE ADJUSTMENT FACTOR IS 1.00012.

3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PARCEL PLAT.

LEGEND

▲	1/2-INCH REBAR WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS OTHERWISE NOTED)
◉	1/2-INCH REBAR FOUND WITH CAP STAMPED "PBS&J" (UNLESS OTHERWISE NOTED)
O.P.R.W.C.T	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
( )	RECORD INFORMATION
—℄—	PROPERTY LINE
----------	APPROXIMATE SURVEY LINE

STATE OF TEXAS:
WILLIAMSON COUNTY:

THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

07/01/2025
FRANK W. FUNK DATE
RPLS 6803

STATE OF TEXAS
REGISTERED
FRANK WILLIAM FUNK
6803
PROFESSIONAL
LAND SURVEYOR

CALCULATED
100.86 ACRES
4,393,616 Sq. Ft.
REMAINDER
100.51 ACRES
4,378,117 Sq. Ft.

LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

RR 122 HOLDINGS LLC

07/01/2025

PARCEL 12
PART 2
0.3558 ACRE
15,499 Sq. Ft.

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

EXHIBIT "B"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

COMMITMENT FOR TITLE INSURANCE PROVIDED BY:

NATIONAL INVESTORS TITLE INSURANCE COMPANY
GF NO. T-186711
ISSUED: MAY 09, 2025
EFFECTIVE DATE: MAY 01, 2025

ONLY THOSE ITEMS LISTED IN SCHEDULE B OF THE ABOVE REFERENCED COMMITMENT FOR TITLE INSURANCE WERE REVIEWED FOR THE PURPOSE OF THE SURVEY. NO ADDITIONAL RESEARCH WAS PERFORMED BY THIS SURVEYOR. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, OR OTHER ENCUMBRANCES WHICH AFFECT THIS SURVEY THAT ARE NOT KNOWN TO THIS SURVEYOR.

ITEMS 10.1, 10.6 THROUGH 10.17, ARE NOT A SURVEY MATTER.

10; 2. A POTABLE WATER LINE EASEMENT GRANTED TO CHISHOLM TRAIL, WSC AS DESCRIBED IN VOLUME 938, PAGE 575 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.
(MAY AFFECT. UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

3. A POTABLE WATER PIPELINE EASEMENT GRANTED TO CHISHOLM TRAIL WATER SUPPLY CORP. AS DESCRIBED IN VOLUME 944, PAGE 762 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.
(MAY AFFECT. UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

4. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN DOCUMENT NO. 199980164 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
(MAY AFFECT. UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

5. A 15 FOOT WIDE PIPELINE EASEMENT GRANTED TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT AS DESCRIBED IN DOCUMENT NO. 2002026281 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
(MAY AFFECT. UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

18. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCES AFFECTING THE TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY.
(NOTED HEREON)

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

RR 122 HOLDINGS LLC

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

07/01/2025

PARCEL 12
PART 2
0.3558 ACRE
15,499 Sq. Ft.
SHEET 5 OF 5

County: Williamson
Parcel: 12C - RR 122 HOLDINGS LLC
Highway: Ronald Reagan Boulevard

EXHIBIT C
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.0264 OF ONE ACRE (1,149 SQUARE FEET) PARCEL OF LAND SITUATED IN THE DELORES CASANOVA SURVEY, ABSTRACT NO. 128, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 0.0264 OF ONE ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO RR 122 HOLDINGS LLC, RECORDED IN DOCUMENT NO. 2022022743 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.); SAID 0.0264 OF ONE ACRE (1,149 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set in the existing North right-of-way (ROW) line of Ronald Reagan Boulevard (Variable width ROW) and the common South line of Lot 1, Block R, NOLINA SUBDIVISION, PHASE 1, SECTION 1 a subdivision of record in Document No. 2023078970 of said O.P.R.W.C.T., for the Northwest corner of said 0.264 of one acre tract, and the proposed North ROW line of Ronald Reagan Boulevard, (Grid Coordinates: N=10,237,627.75, E=3,084,123.34), 188.89 feet Left of Ronald Reagan Baseline Station 788+52.13;

1) **THENCE North 74°48'35" East,** with the North line of said 0.0264 of one acre tract and the common South line of Lot 1, Block R, a distance of **92.64** feet to a 1/2-inch rebar with cap stamped "BURY & PARTNERS" found in the existing North ROW line of said Ronald Reagan Boulevard, for the East corner of said 0.0264 of one acre tract, 163.89 feet Left of Ronald Reagan Baseline Station 789+42.46;

THENCE with the existing North ROW line of said Ronald Reagan Boulevard and the common South line of said 0.0264 of one acre tract, the following two (2) courses and distances:

2) **South 58°38'51" West,** a distance of **89.12** feet to a 1/2-inch rebar found, 163.11 feet Left of Ronald Reagan Baseline Station 788+52.30; and

County: Williamson
Parcel: 12C - RR 122 HOLDINGS LLC
Highway: Ronald Reagan Boulevard

3) **North 31°02'05" West**, a distance of **25.79** feet to the **POINT OF BEGINNING** and containing 0.0264 of one acre (1,149 Square Feet) of land, more or less.

This property description is accompanied by a separate plat of even date.

This project is referenced for all bearing and coordinate basis to the Texas Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00012.

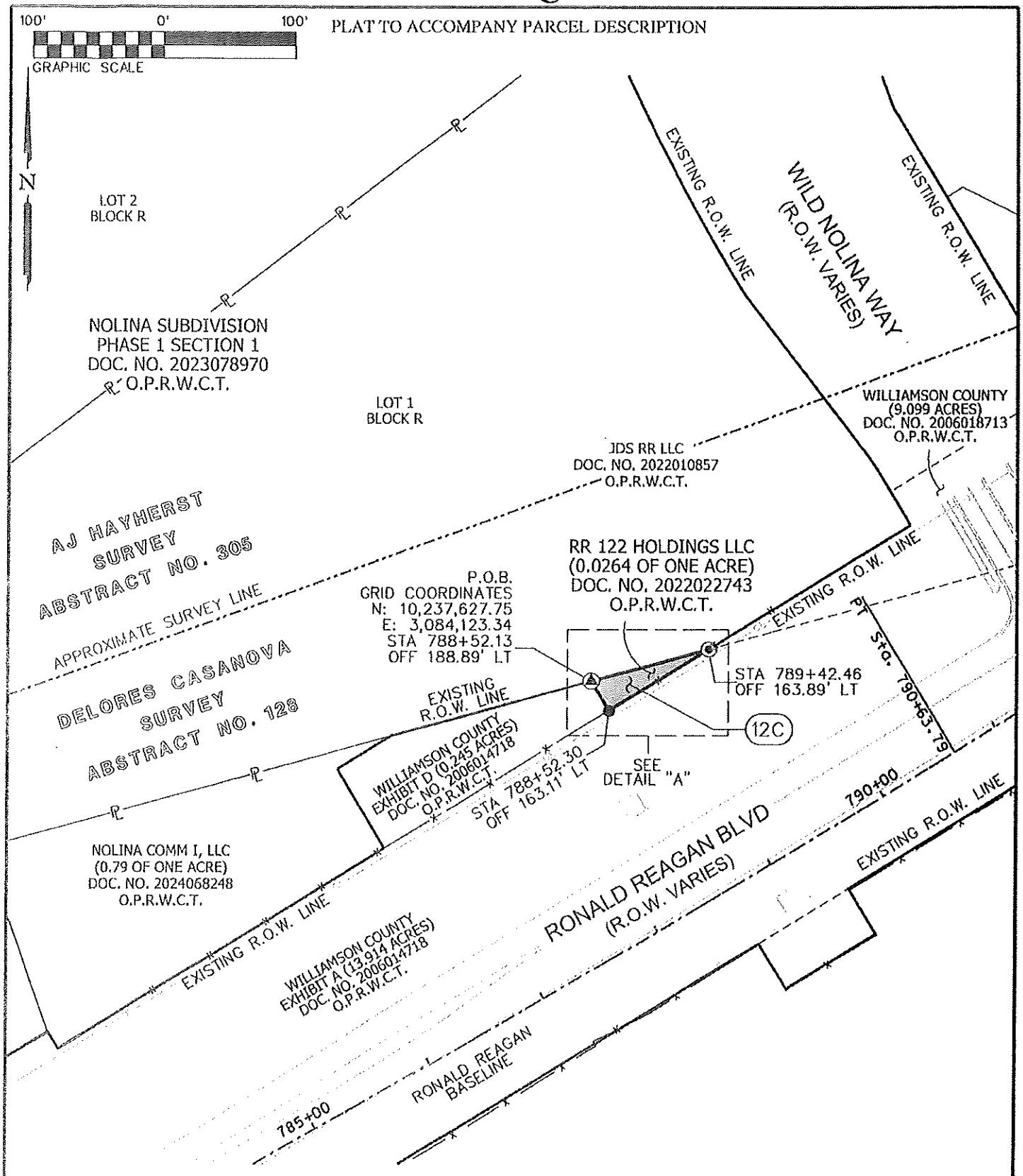
THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, Frank W. Funk, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described was determined by a survey made on the ground under my direct supervision.

07/01/2025

Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803
Landesign Services, Inc.
FIRM 10001800
10090 W Highway 29
Liberty Hill, Texas 78642

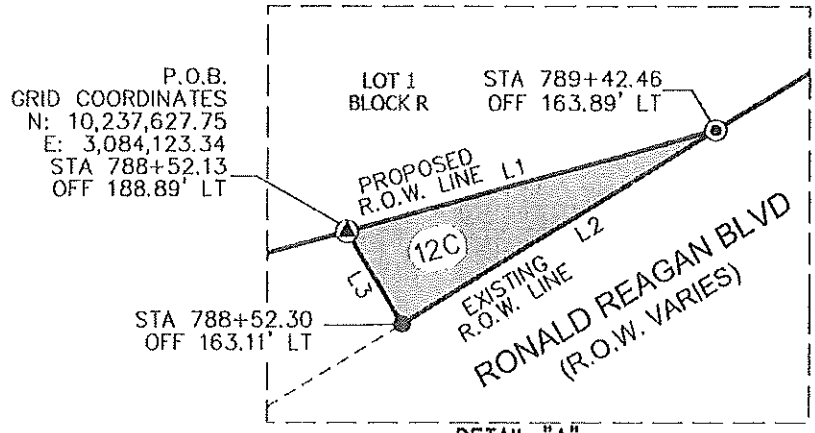
EXHIBIT C



LSI LANDESIGN SERVICES, INC. 10090 W HIGHWAY 29 LIBERTY HILL, TX 78642 TBPELS FIRM NO. 10001800 512-238-7901	PARCEL PLAT SHOWING PROPERTY OF RR 122 HOLDINGS LLC	07/01/2025 PARCEL 12C 0.0264 ACRES 1,149 Sq. Ft. SHEET 3 OF 5
	SCALE: 1" = 100' / PROJECT: RONALD REAGAN / COUNTY: WILLIAMSON	

EXHIBIT "C"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



DETAIL "A"
NOT TO SCALE

LINE DATA		
LINE	BEARING	LENGTH
L1	N74° 48'35"E	92.64'
L2	S58° 38'51"W	89.12'
L3	N31° 02'05"W	25.79'

NOTES:

1. BEARINGS SHOWN HEREON ARE ORIENTED TO GRID NORTH. COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 2011 ADJUSTMENT), CENTRAL ZONE [FEDERAL INFORMATION PROCESSING STANDARD (FIPS) 4203].

2. DISTANCES AND AREAS SHOWN HEREON ARE PROJECT SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED SURFACE ADJUSTMENT FACTOR IS 1.00012.

3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PARCEL PLAT.

LEGEND

▲	1/2-INCH REBAR WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS OTHERWISE NOTED)
●	1/2-INCH REBAR FOUND (UNLESS OTHERWISE NOTED)
◉	1/2-INCH REBAR FOUND WITH CAP STAMPED "BURY & PARTNERS" (UNLESS OTHERWISE NOTED)
O.P.R.W.C.T	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
( )	RECORD INFORMATION
—℄—	PROPERTY LINE
- - - - -	SURVEY LINE

STATE OF TEXAS:
WILLIAMSON COUNTY:

THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

FRANK W. FUNK 07/01/2025
FRANK W. FUNK DATE
RPLS 6803

CALLED
0.0264 ACRES
1,149 Sq. Ft.

REMAINDER
0 ACRES
0 Sq. Ft.

ISI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

RR 122 HOLDINGS LLC

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

07/01/2025

PARCEL 12C

0.0264 ACRES
1,149 Sq. Ft.

EXHIBIT "C"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

COMMITMENT FOR TITLE INSURANCE PROVIDED BY:

FIRST AMERICAN TITLE GUARANTY COMPANY
GF NO. T-187351
ISSUED: MAY 19, 2025
EFFECTIVE DATE: MAY 12, 2025

ONLY THOSE ITEMS LISTED IN SCHEDULE B OF THE ABOVE REFERENCED COMMITMENT FOR TITLE INSURANCE WERE REVIEWED FOR THE PURPOSE OF THE SURVEY. NO ADDITIONAL RESEARCH WAS PERFORMED BY THIS SURVEYOR. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, OR OTHER ENCUMBRANCES WHICH AFFECT THIS SURVEY THAT ARE NOT KNOWN TO THIS SURVEYOR.

ITEMS 10.1 THROUGH 10.6, ARE NOT A SURVEY MATTER.

10: 7. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATIONS, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY. (NOTED HEREON)

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

RR 122 HOLDINGS LLC

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

07/01/2025

PARCEL 12C

0.0264 ACRES
1,149 Sq. Ft.

SLOPE AND LATERAL SUPPORT EASEMENT
Ronald Reagan Boulevard (Segment C)

THE STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS:**
COUNTY OF WILLIAMSON §

That **RR 122 HOLDINGS LLC**, its successors and assigns ("Grantor"), for and in consideration of the sum of One and no/100th DOLLARS ($1.00) and other good and valuable consideration paid by **WILLIAMSON COUNTY, TEXAS**, ("Grantee"), receipt of which is hereby acknowledged, does hereby Grant, Sell, and Convey unto Grantee a permanent slope and lateral support easement, in, on, under and across the following real property ("Property"), to wit:

> All of that certain 0.2509 acre (8,970 square feet) of land in the Delores Casanova Survey, Abstract No. 128, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 12SE**)

The perpetual easement, rights and privileges herein granted shall be used to construct, install, operate, maintain, inspect, reconstruct, enlarge, relocate, rebuild, repair, and remove materials for slope and lateral support of the adjacent roadway facility and related appurtenances and improvements which may be necessary to facilitate the proper support and operation of the adjacent property and roadway and drainage facilities and related appurtenance (the "Benefitted Tract"), in, along, upon, under and across said premises described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress from to and from said premises from the adjacent right of way for the purpose of making any improvements, modifications or repairs which the Grantee deems necessary.

This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the hereinabove described property, to the extent, and only to the extent, that the same may still be in force and effect, shown of record in the office of the County Clerk of Williamson County, Texas.

The Easement, rights, and privileges granted herein are non-exclusive, however, Grantor covenants that it will not convey any future easement or conflicting rights within the area covered by this grant, without the express written consent of Grantee, which consent shall not be unreasonably withheld. Prior to granting its consent for other easements Grantee may require reasonable safeguards to protect the integrity of the adjacent road system improvements.

Grantor shall be specifically prohibited from removing any earth, fill, or other materials from the Property, whether existing or installed by Grantee, and Grantor shall not otherwise impact, alter, or take any action to affect or reduce the lateral support of the adjacent roadway

facilities and related drainage, ditch, or other appurtenances and improvements, without Grantee's prior written consent. However, Grantor may add any additional earth, fill or other materials upon the Property as necessary to develop or otherwise improve the remaining property of Grantor in accordance with any applicable development rules or ordinances of Grantee or other applicable regulatory agency or jurisdiction.

Grantee shall be responsible for maintaining the easement area described herein and any improvements constructed by Grantee and located in, across or upon the easement area. Grantee, by acceptance of this easement acknowledges and agrees that Grantor hereby expressly reserves the right to relocate, modify and reduce the easement area described herein and alter any improvements or facilities located in, across or upon the easement area, at Grantor's sole cost and expense, provided that such relocation, reduction and/ or alteration shall not cause any use or development of the Benefited Tract to be out of compliance with any regulation of any governmental entity having jurisdiction over the Benefited Tract, and shall not cause the diversion, encroachment, impoundment or increase in the amount of surface water on or across the Benefited Tract in excess of the drainage conditions existing prior to such relocation, reduction or alteration. The Grantor may execute and file in the appropriate public records a replacement easement for any such reduction, alteration and/ or relocation of the easement area, provided such reduction, alteration or relocation of the easement area is in conformance with the terms of this paragraph and such replacement easement is conveyed to the Grantee, its successors or assigns by replacement easement recorded in the appropriate public records. Concurrent with or after the recording of such replacement easement, the Grantee, its successors or assigns shall execute any document presented by the Grantor reasonably necessary or convenient for the release or re-conveyance to Grantor of any easement area not included in the replacement easement.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.

The Easement, rights, privileges and obligations granted in this Easement shall be appurtenant to and shall run with Grantor's property, and shall be binding upon and inure to the benefit of the parties to this Easement, their successors, assigns, mortgagees, tenants, guests, employees, representatives, servants and invitees, subject to all matters of record or in existence affecting the Property.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, and Grantor does hereby bind himself, his heirs, successors and assigns, and legal representatives, to warrant and forever defend, all and singular, the above-described Easement and rights and interests unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this 7th day of October, 2025.

GRANTOR:

RR 122 HOLDINGS LLC

By: SVAG Investments LLC, a Texas limited liability company

By: SVAG Asset Management LLC, a Texas limited liability company, its Manager

By: _____

Name: Sudhasshan Vembutty

Title: Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Fort Bend §

This instrument was acknowledged before me on this the 7 day of October, 2025 by Sudhasshan Vembutty, in the capacity and for the purposes and consideration recited therein.

KAIF SORATHIA
Notary ID #134888683
My Commission Expires
May 7, 2028

_____
Notary Public, State of Texas

ACCEPTED:

WILLIAMSON COUNTY, TEXAS

By:_____
Steve Snell, County Judge

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the__ day of_____, 2025 by Steve Snell, Williamson County Judge, 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:

County: Williamson
Parcel: 12E - RR 122 HOLDINGS LLC
Highway: Ronald Reagan Boulevard

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.2059 OF ONE ACRE (8,970 SQUARE FEET) PARCEL OF LAND SITUATED IN THE DELORES CASANOVA SURVEY, ABSTRACT NO. 128, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 122.662 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO RR 122 HOLDINGS LLC, RECORDED IN DOCUMENT NO. 2022022743 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.2059 OF ONE ACRE (8,970 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set in the existing East right-of-way (ROW) line of County Road 289 (Variable Width ROW) and the common West line of the remainder of said 122.662 acre tract, and in the proposed North ROW line of Ronald Reagan Boulevard, 236.47 feet Left of Ronald Reagan Baseline Station 776+60.05, from which a 1/2-inch rebar with cap stamped "RCS 5793" found at the intersection of the existing South ROW line of Ronald Reagan Boulevard (Variable Width ROW) and the existing East ROW line of said County Road 289 for the Southwest corner of the remainder of said 122.662 acre tract, bears South 21°30'23" East a distance of 106.65 feet;

THENCE South 80°11'52" East, over and across the remainder of said 122.662 acre tract, with the proposed North ROW line of said Ronald Reagan Boulevard, a distance of 74.41 feet to a Calculated Point (Grid Coordinates: N= 10,236,591.58, E= 3,082,252.08), 187.25 feet Left of Ronald Reagan Baseline Station 767+15.03, for the **POINT OF BEGINNING** of the herein described tract;

THENCE continuing over and across the remainder of said 122.662 acre tract, the following four (4) courses and distances:

1) **North 58°51'25" East**, a distance of **206.24** feet to a Calculated Point, 187.48 feet Left of Ronald Reagan Baseline Station 769+18.57;

2) **North 65°22'34" East**, a distance of **137.83** feet to a Calculated Point, 173.62 feet Left of Ronald Reagan Baseline Station 770+53.97;

3) Along a curve to the **Right**, having a radius of **14,260.00** feet, an arc length of **393.68** feet, a delta angle of **00°34'54"**, and a chord which bears **North 60°36'45" East** a distance of **393.67** feet to a Calculated Point, 174.03 feet Left of Ronald Reagan Baseline Station 774+42.85;

4) **South 28°35'56" East**, a distance of **8.99** feet to a Calculated Point in the proposed North ROW line of said Ronald Reagan Boulevard, 165.05 feet Left of Ronald Reagan Baseline Station 774+42.86, from which a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set in the existing North ROW line of said Ronald Reagan Boulevard and the common South line of the remainder of said 122.662 acre tract, bears North 61°56'17" East a distance of 267.01 feet;

County: Williamson
Parcel: 12E - RR 122 HOLDINGS LLC
Highway: Ronald Reagan Boulevard

THENCE continuing over and across the remainder of said 122.6620acre tract and with the proposed North ROW line of said Ronald Reagan Boulevard, the following five (5) courses and distances:

5) Along a curve to the **Left**, having a radius of **14,251.71** feet, an arc length of **474.02** feet, a delta angle of **02°58'45"**, and a chord which bears **South 60°26'54" West** a distance of **474.00** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set, 164.53 feet Left of Ronald Reagan Baseline Station 769+74.32;

6) **South 64°06'05" West**, a distance of **53.31** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set, 168.85 feet Left of Ronald Reagan Baseline Station 769+21.81;

7) Along a curve to the **Left**, having a radius of **321.50** feet, an arc length of **27.64** feet, a delta angle of **04°55'33"**, and a chord which bears **South 61°38'19" West** a distance of **27.63** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set, 169.99 feet Left of Ronald Reagan Baseline Station 768+94.53;

8) Along a curve to the **Left**, having a radius of **14,256.03** feet, an arc length of **161.80** feet, a delta angle of **00°39'01"**, and a chord which bears **South 58°51"01" West** a distance of **161.80** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set, 169.82 feet Left of Ronald Reagan Baseline Station 767+34.66; and

9) **North 80°11'52" West**, a distance of **26.44** feet to the **POINT OF BEGINNING** and containing 0.2059 of one acre (8,970 Square Feet) of land, more or less.

This property description is accompanied by a separate plat of even date.

This project is referenced for all bearing and coordinate basis to the Texas Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00012.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, Frank W. Funk, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described was determined by a survey made on the ground under my direct supervision.

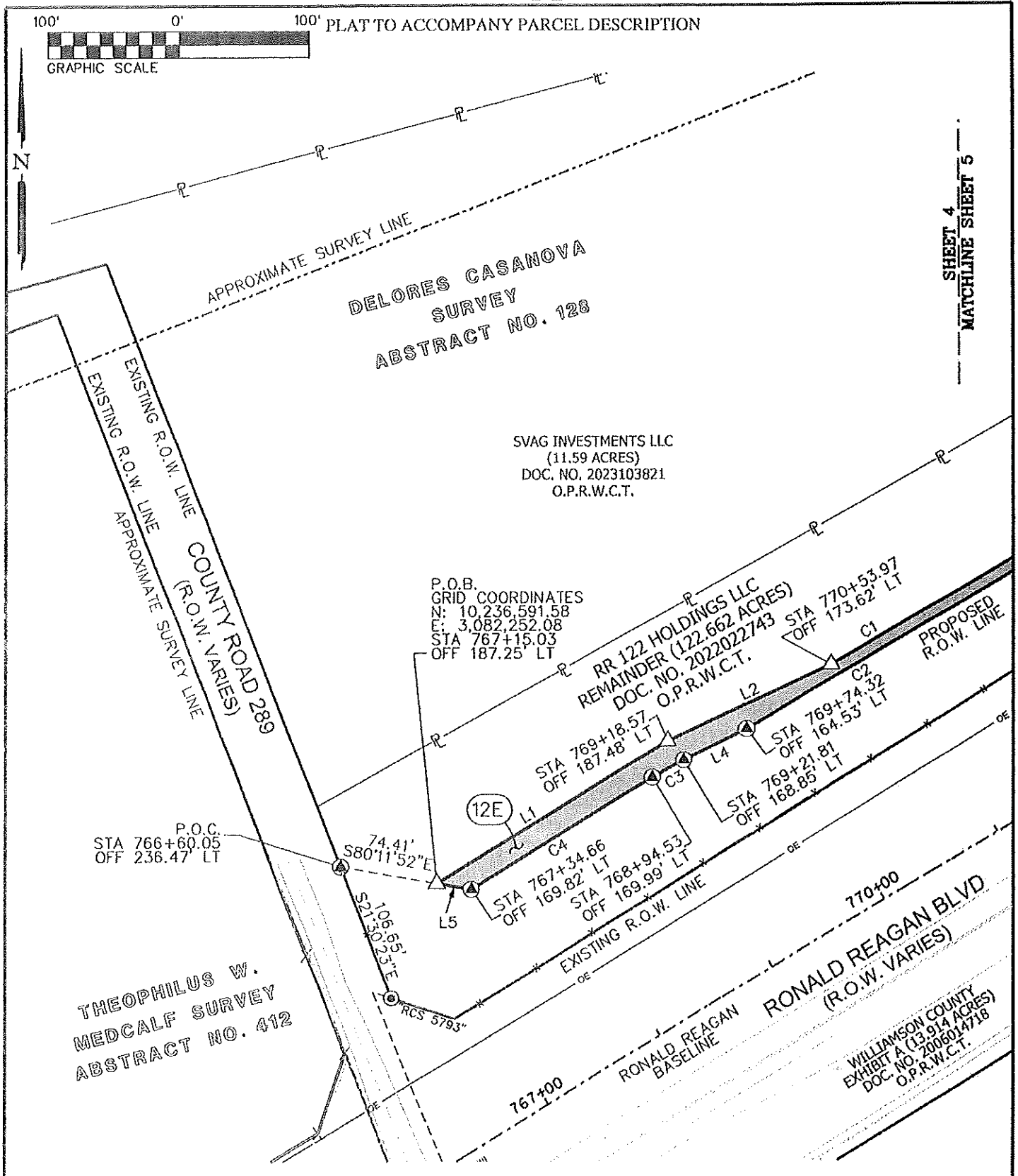
07/01/2025

Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803
Landesign Services, Inc.
FIRM 10001800
10090 W Highway 29
Liberty Hill, Texas 78642

STATE OF TEXAS
REGISTERED
FRANK WILLIAM FUNK
6803
PROFESSIONAL
LAND SURVEYOR

EXHIBIT "A"

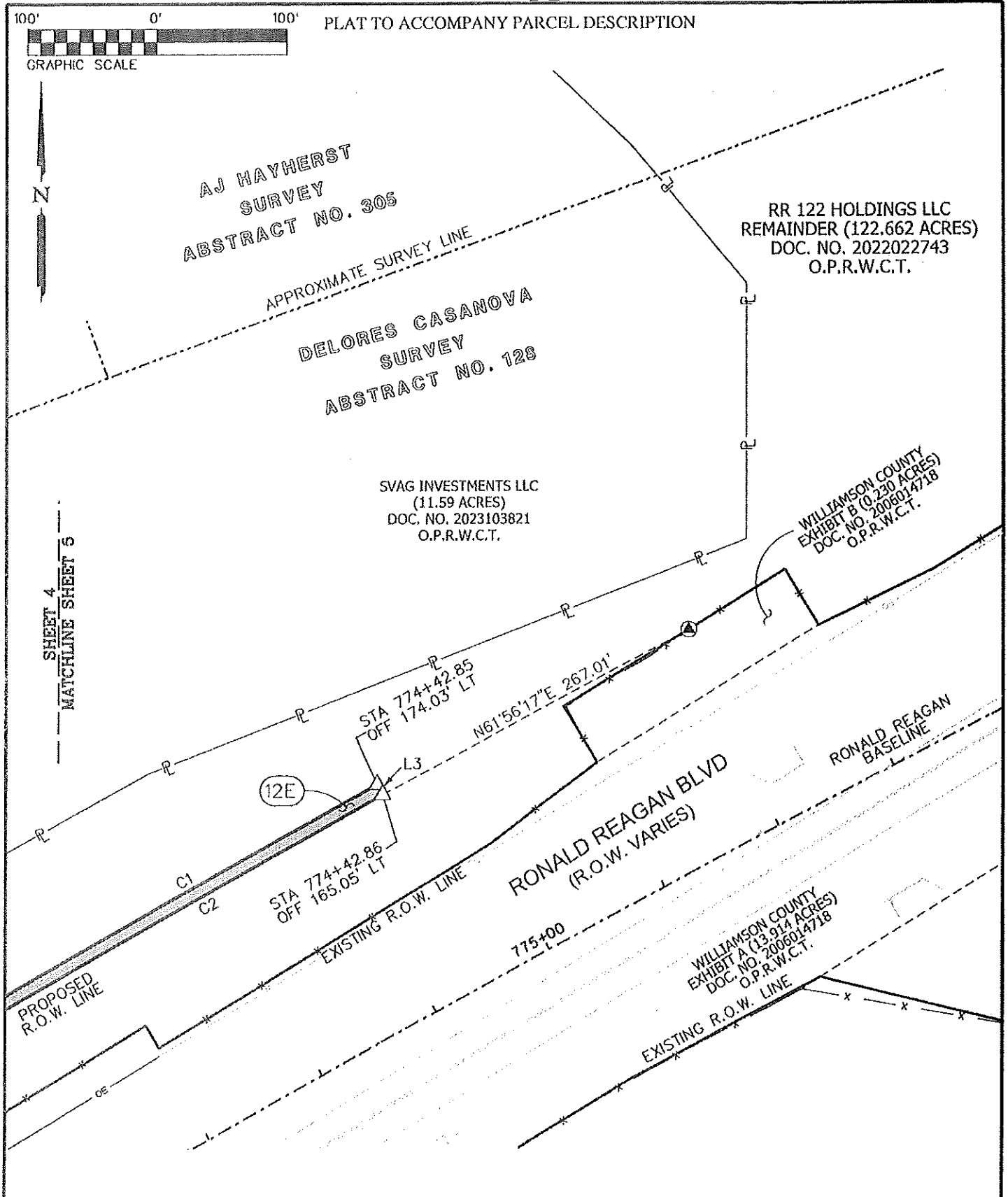
PLAT TO ACCOMPANY PARCEL DESCRIPTION



LSI LANDESIGN SERVICES, INC. 10090 W HIGHWAY 29 LIBERTY HILL, TX 78642 TBPELS FIRM NO. 10001800 512-238-7901	PARCEL PLAT SHOWING PROPERTY OF RR 122 HOLDINGS LLC		07/01/2025 PARCEL 12E 0.2059 ACRES 8,970 Sq. Ft. SHEET 3 OF 6
	SCALE 1" = 100'	PROJECT RONALD REAGAN	COUNTY WILLIAMSON

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



LSI LANDESIGN SERVICES, INC. 10090 W HIGHWAY 29 LIBERTY HILL, TX 78642 TBPELS FIRM NO. 10001800 512-238-7901	PARCEL PLAT SHOWING PROPERTY OF RR 122 HOLDINGS LLC		07/01/2025 PARCEL 12E 0.2059 ACRES 8,970 Sq. Ft.
	SCALE 1" = 100'	PROJECT RONALD REAGAN	COUNTY WILLIAMSON
			SHEET 4 OF 6

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LINE DATA		
LINE	BEARING	LENGTH
L1	N58° 51'25"E	206.24'
L2	N65° 22'34"E	137.83'
L3	S28° 35'56"E	8.99'
L4	S64° 06'05"W	53.31'
L5	N80° 11'52"W	26.44'

CURVE DATA				
CURVE	Δ	RADIUS	LENGTH	CHORD
C1	00° 34'54"	14,260.00'	393.68'	N60° 36'45"E 393.67'
C2	02° 58'45"	14,251.71'	474.02'	S60° 26'54"W 474.00'
C3	04° 55'33"	321.50'	27.64'	S61° 38'19"W 27.63'
C4	00° 39'01"	14,256.03'	161.80'	S58° 51'01"W 161.80'

NOTES:

1. BEARINGS SHOWN HEREON ARE ORIENTED TO GRID NORTH. COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 2011 ADJUSTMENT), CENTRAL ZONE [FEDERAL INFORMATION PROCESSING STANDARD (FIPS) 4203].

2. DISTANCES AND AREAS SHOWN HEREON ARE PROJECT SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED SURFACE ADJUSTMENT FACTOR IS 1.00012.

3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PARCEL PLAT.

LEGEND

△	CALCULATED POINT
◬	1/2-INCH REBAR WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS OTHERWISE NOTED)
●	1/2-INCH REBAR FOUND (UNLESS OTHERWISE NOTED)
◉	1/2-INCH REBAR FOUND WITH CAP STAMPED "PBS&J" (UNLESS OTHERWISE NOTED)
O.P.R.W.C.T	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
( )	RECORD INFORMATION
——℄——	PROPERTY LINE
- - - - - -	SURVEY LINE

STATE OF TEXAS:
WILLIAMSON COUNTY:

THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

07/01/2025
FRANK W. FUNK DATE
RPLS 6803

STATE OF TEXAS
REGISTERED
FRANK WILLIAM FUNK
6803
PROFESSIONAL
LAND SURVEYOR

CALCULATED
100.86 ACRES
4,393,616 Sq. Ft.

REMAINDER
100.86 ACRES
4,393,616 Sq. Ft.

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

RR 122 HOLDINGS LLC

07/01/2025

PARCEL 12E

0.2059 ACRES
8,970 Sq. Ft.

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

COMMITMENT FOR TITLE INSURANCE PROVIDED BY:

NATIONAL INVESTORS TITLE INSURANCE COMPANY
GF NO. T-186711
ISSUED: MAY 09, 2025
EFFECTIVE DATE: MAY 01, 2025

ONLY THOSE ITEMS LISTED IN SCHEDULE B OF THE ABOVE REFERENCED COMMITMENT FOR TITLE INSURANCE WERE REVIEWED FOR THE PURPOSE OF THE SURVEY. NO ADDITIONAL RESEARCH WAS PERFORMED BY THIS SURVEYOR. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, OR OTHER ENCUMBRANCES WHICH AFFECT THIS SURVEY THAT ARE NOT KNOWN TO THIS SURVEYOR.

ITEMS 10.1, 10.6 THROUGH 10.17, ARE NOT A SURVEY MATTER.

10: 2. A POTABLE WATER LINE EASEMENT GRANTED TO CHISHOLM TRAIL, WSC AS DESCRIBED IN VOLUME 938, PAGE 575 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.
(MAY AFFECT, UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

3. A POTABLE WATER PIPELINE EASEMENT GRANTED TO CHISHOLM TRAIL WATER SUPPLY CORP. AS DESCRIBED IN VOLUME 944, PAGE 762 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.
(MAY AFFECT. UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

4. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN DOCUMENT NO. 199980164 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
(MAY AFFECT. UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

5. A 15 FOOT WIDE PIPELINE EASEMENT GRANTED TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT AS DESCRIBED IN DOCUMENT NO. 2002026281 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
(MAY AFFECT. UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

18. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCES AFFECTING THE TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY.
(NOTED HEREON)

LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

RR 122 HOLDINGS LLC

07/01/2025

PARCEL 12E

0.2059 ACRES
8,970 Sq. Ft.

SCALE	PROJECT	COUNTY	SHEET
1" = 100'	RONALD REAGAN	WILLIAMSON	6 OF 6

CONSENT AND DEVELOPMENT AGREEMENT

AMONG

WILLIAMSON COUNTY, TEXAS;

RR 122 HOLDINGS, LLC

AND

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 46

CONSENT AND DEVELOPMENT AGREEMENT

This **CONSENT AND DEVELOPMENT AGREEMENT** (this "*Agreement*") is by **Williamson County, Texas**, a Texas political subdivision (the "*County*"), **RR 122 HOLDINGS, LLC** ("*Owner*"), and **Williamson County Municipal Utility District No. 46**, a municipal utility district created pursuant to Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Texas Water Code (the "*District*"). The County, the Owner and the District are sometimes referred to individually herein as a "*Party*" and collectively as the "*Parties*".

RECITALS

WHEREAS, the Owner owns or has under contract to purchase approximately 122.6884 acres of land located within the boundaries of the County (the "*Land*"); and

WHEREAS, the Land is more particularly described by metes and bounds and map depiction on the attached **Exhibit A**; and

WHEREAS, the Owner intends that the Land will be developed in phases as a master-planned, residential community that will include park and recreational facilities to serve the Land; and

WHEREAS, the Owner and the County wish to enter into this Agreement to encourage innovative and comprehensive master-planning of the Land, provide certainty of regulatory requirements throughout the term of this Agreement, and result in a high-quality development for the benefit of the present and future residents of the County and the Land; and

WHEREAS, the District was created legislatively pursuant to House Bill 5304 of the 88th Texas Legislature ; and

WHEREAS, the purposes of the District include designing, constructing, acquiring, installing, and financing, water, wastewater, and drainage utilities, roads and improvements in aid of roads, park and recreational facilities, and other public improvements as authorized by the Texas Constitution and Texas Water Code to serve the area within the District (collectively, the "*District Improvements*"); and

WHEREAS, construction of the District Improvements will occur in phases, as determined by the District and the Owner, and in accordance with this Agreement; the applicable regulations of the County; Chapters 49 and 54, Texas Water Code, as amended; the rules and regulations of the TCEQ, as amended; and applicable state and federal regulations (collectively, the "*Applicable Regulations*"); and

WHEREAS, the District is authorized to enter into this Agreement pursuant to the provisions of Texas law, including but not limited to, Chapters 49 and 54, Texas Water Code, as amended; and Chapter 791, Texas Government Code, as amended; and

WHEREAS, the County is a political subdivision of the State of Texas and the County has the authority to enter into this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the Parties contract as follows:

ARTICLE I
DEFINITIONS

Section 1.01. Definitions. In addition to the terms defined elsewhere in this Agreement or in the County's regulations, the following terms and phrases used in this Agreement will have the meanings set out below:

Applicable Rules means the County's rules and regulations in effect as of the date of County's execution of this Agreement, including the County's Long Range Transportation Plan ("LRTP"), as amended by: (i) any amendments authorized by Chapter 245, Texas Local Government Code; (ii) any amendments, approvals, variances, waivers, and exceptions to such rules that are approved by the County; (iii) any applicable interlocal agreement to which the County is a party; and (iv) any additional restrictions or regulations agreed to by Owner in writing.

Agreement means this Consent and Development Agreement.

Commission or TCEQ means the Texas Commission on Environmental Quality or its successor agency.

County means Williamson County, Texas.

District means Williamson County Municipal Utility District No. 46, a political subdivision of the State of Texas, created over the Land pursuant to HB 5304 of the 88th Regular Session of the Texas Legislature.

District Improvements means the water, wastewater, and drainage utilities, roads and improvements in aid of roads, park and recreational facilities, and other public improvements, as authorized by the Texas Constitution and Texas Water Code, to serve the District.

Land means approximately 122.6884 acres of land located in Williamson County, Texas, as described by metes and bounds on **Exhibit A**.

LRTP means the Williamson County Long Range Transportation Plan as adopted and as may be amended by the Williamson County Commissioners Court.

Owner means the owner of the Land identified herein-above, its company or its successors and assigns under this Agreement.

Provisional Acceptance means the County accepting a roadway after the completion of construction and approval by the County for traffic operations only, but not for maintenance.

Reimbursement Agreement means any agreement between Developer and District for the reimbursement of eligible costs associated with the construction of any works, improvements, facilities, plants, equipment and appliances necessary to accomplish any

purpose or function permitted by the District.

Road Projects means any road projects or improvements in aid of such road projects that the District is authorized to undertake pursuant to Article III, Section 52, Article XVI, Section 59 of the Texas Constitution, as amended, or Chapters 49 and 54, Texas Water Code, as amended, or otherwise pursuant to any authority granted to the District by special act of the Texas Legislature or by Texas law.

Subdivision Roads means all roads within the Land, regardless of size or functional classification, that are not identified as LRTP Arterials or Corridor Projects within the LRTP. Subdivision Roads include, but are not limited to the pavement structure (including but not limited to HMA or concrete surface, base material, subgrade material, geogrid, pavement striping, curbs, gutters, and shoulders), any stormwater conveyance devices (including but not limited to culverts, ditches, channels, storm drains, and inlets), structural components (including but not limited to bridges, bridge-class culverts, and retaining walls), water quality and detention devices, vegetation control, and any improvements in aid of roads.

ARTICLE II
CREATION OF DISTRICT AND EXECUTION OF AGREEMENTS

Section 2.01. Consent to Creation of District. The County acknowledges the creation of the District and the County's support for, and consent to, creation of the District over the Land. The County agrees that this Agreement will constitute and evidence the County's consent to the creation of the District and that no further action will be required on the part of the County to evidence the County's consent to the creation of the District.

Section 2.02. District Execution of Agreement. The Owner shall cause the District's Board of Directors to approve, execute, and deliver to the County this Agreement within thirty (30) days after the date the District's Board of Directors holds its organizational meeting or thirty (30) days after the execution of the Agreement by the County, whichever comes later. If the District fails to execute this Agreement in accordance with this Section, then after notice and opportunity to cure pursuant to Section 5.04, this Agreement shall be null and of no further force and effect, and the County shall be deemed to have not consented to creation of the District.

ARTICLE III
ROADWAY IMPROVEMENTS

Section 3.01. Right of Way Dedications.

(a) LRTP Corridor Project Dedication. The County has adopted a LRTP which provides for the planning and future construction of certain road corridors within the County ("Corridor Project"). The Owner agrees to dedicate the right-of-way for the Corridor Project, as depicted and described as the "REQUESTED R.O.W. DEDICATION FOR RR WIDENING" on the attached **Exhibit B**, free and clear of liens, to the County by final plat no later than June 1, 2025. To the extent the "REQUESTED R.O.W. DEDICATION FOR RR WIDENING" land depicted on **Exhibit B** has yet to be dedicated to the County via plat by June 1, 2025, the right-of-way shall be dedicated to the County by deed, free and clear of liens, within 30 days of a request by the County Engineer for

said right-of-way dedication by deed, at no cost to the County. Owner also agrees to dedicate either a temporary construction easement, transitional fill easement, or similar instrument for the land defined as "SLOPE EASEMENT/CONSTRUCTION EASEMENT" on the attached **Exhibit B**. Such instrument will be dedicated to the County within 30 days of the request of the County Engineer at no cost to the County. The County Engineer will provide legal descriptions to the Owner for all right-of-way to be dedicated by deed. To the extent the right-of-way dedication is needed on land that is outside the boundaries of the Land and is not otherwise owned by Owner or any affiliated entity under common control the Owner, the County shall be responsible for acquiring said right-of-way.

(b) LRTP Arterial(s) Dedication. The Owner will dedicate to the County, in fee simple and free and clear of all liens and encumbrances, at no cost to the County, through plat or otherwise, as determined by the County, 100% of the right-of-way required for any roads which are shown within and/or adjacent to the boundaries of the Land as arterial roadways in the LRTP ("LRTP Arterial(s)"), as depicted in **Exhibit B**. To the extent the right-of-way dedication is needed on land that is outside the boundaries of the Land and is not owned by Owner, Developer, or an affiliated entity under common control of Owner or Developer, the County shall be responsible for acquiring said right-of-way.

(c) Right of Way Reimbursements. The Owner reserves the right to seek reimbursement for any such right-of-way dedications from the District in accordance with the laws of the State of Texas. The Parties acknowledge that the final location of any Corridor Project and/or LRTP Arterial(s) right-of-way may be subject to minor changes from those shown on **Exhibit B**, subject to approval by Owner, which will not be unreasonably withheld Owner shall have no obligation to convey any lands to the County not located within or adjacent to the Land.

Section 3.02. Road Construction. Except in cases when the Owner or District constructs a portion of a Corridor Project to serve the District pursuant to the Applicable Rules, the County agrees that it or another governmental entity, not including the District, will be responsible for the design and construction of any Corridor Project and paying the cost for same. The actual construction date of any Corridor Project is at this time undetermined and dependent upon the success of future County or City road bond elections. The construction of all Subdivision Roads shall be the responsibility of the Owner or the District and shall be constructed pursuant to the then existing Williamson County Subdivision Regulations and any other Applicable Rules. The Owner shall be entitled to reimbursement for expenses of such Subdivision Roads from the District, as allowed by the laws of the State of Texas.

Section 3.03. Road Maintenance. The County will not ever accept the Subdivision Roads for maintenance and the Owner and District acknowledge and agree that the District shall be solely responsible for all maintenance, repair and/or reconstruction of Subdivision Roads, including paying the cost for same, and, except for traffic operations, the County shall not be responsible those items. The Owner hereby acknowledges and agrees that the District's powers include the powers and authority necessary to maintain, repair and or reconstruct such Subdivision Roads. The District shall not be responsible for maintenance of any roads other than Subdivision Roads.

ARTICLE IV

DEVELOPMENT OF LAND

Section 4.01. Uniform and Continued Development. The Parties intend that this Agreement provides for the uniform review and approval of plats and development plans for the Land; and provide other terms and consideration. Accordingly, the portion of the Land within the County will be developed and the infrastructure required for such portion of the Land will be designed and constructed in accordance with the Applicable Rules and this Agreement. Subject to the terms and conditions of this Agreement, the County confirms and agrees that the Owner has vested authority to develop the portion of the Land located in the County in accordance with the Applicable Rules in effect as of the date of the County's execution of this Agreement. Applicable Rules or changes or modifications to the Applicable Rules adopted after the date of County's execution of this Agreement will only be applicable to the extent permitted by Chapter 245, Texas Local Government Code. If there is any conflict between the Applicable Rules and the terms of this Agreement, the terms of this Agreement will control.

Section 4.02. Additional Land. Any land located in Williamson County, Texas that is added to the District in addition to the Land described in **Exhibit A**, whether by annexation or any other means, shall be considered part of the Land and subject to the terms and conditions of this Agreement; provided, however, such additional land shall be excepted from the vesting rights set out in Section 4.02 and shall be developed in accordance the Applicable Rules in effect on the date a complete plat application or development permit is filed with the County for the specific portion of the additional land that is sought to be developed.

Section 4.03. Manufactured Home for District Elections. One (1) HUD-certified manufactured home may be located within the Land solely for the purpose of providing qualified voters within the District for the District's confirmation, director, and bond elections. The manufactured home permitted by this Agreement will not require any permit or other approval by the County and will be promptly removed when no longer needed.

ARTICLE V
TERM, ASSIGNMENT, AND REMEDIES

Section 5.01. Term. The term of this Agreement shall commence following the County and Owner's execution hereinbelow and shall continue until the District is dissolved in accordance with the laws of the State of Texas or until this Agreement terminates by its terms, whichever is sooner.

Section 5.02. Termination and Amendment by Agreement. This Agreement may be terminated or amended as to all of the Land at any time by mutual written consent of the County, the Owner and the District. This Agreement may be terminated or amended only as to a portion of the Land at any time by the mutual written consent of the County, the owner of the portion of the Land affected by the amendment or termination and, following creation of the District, the District. After full-build out of the Land and issuance of all Bonds by the District for reimbursement of Owner's eligible costs, this Agreement may be terminated or amended at any time by the mutual written consent of the County and the District.

Section 5.03. Assignment.

(a) This Agreement, and the rights of the Owner hereunder, may be assigned by the Owner, with the County's written consent, as to all or any portion of the Land. Any assignment will be in writing, specifically set forth the assigned rights and obligations, be executed by the proposed assignee, and be delivered to the County. Notwithstanding the foregoing, Owner shall have the right to assign the Agreement, in whole or in part, to any affiliated entity under common control of the Owner without the County's written consent; provided, however, that the Owner shall provide the County written notice of the assignment to the affiliated entity under common control.

(b) The terms of this Agreement will run with the Land and will be binding upon the Owner, Developer, and its permitted assigns, and shall survive judicial or non-judicial foreclosure, for so long as this Agreement remains in effect.

(c) This Agreement is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Land.

Section 5.04. Remedies.

(a) If the County defaults under this Agreement, the Owner or the District may give notice setting forth the event of default ("*Notice*") to the County. If the County fails to cure any default that can be cured by the payment of money ("*Monetary Default*") within 45 days from the date the County receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the Owner or the District may enforce this Agreement by a writ of mandamus from a Williamson County District Court or terminate this Agreement.

(b) If the Owner or the District defaults under this Agreement, the County may give Notice to the defaulting party. If the Owner or the District fails to cure any Monetary Default within forty-five (45) days from the date it receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within forty-five (45) days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the County may enforce this Agreement by injunctive relief against the defaulting party from a Williamson County District Court or terminate this Agreement. If Owner fails to cause the District's Board of Directors to approve, execute, and deliver to the County this Agreement as required by Section 2.02 of this Agreement, the County shall have the right to enjoin Owner from executing any Reimbursement Agreements with the District and collecting reimbursements from the District for Developer's eligible costs.

(c) If any Party defaults, the prevailing Party in the dispute will be entitled to recover its reasonable attorney's fees, expenses, and court costs from the non-prevailing Party.

ARTICLE VI
MISCELLANEOUS PROVISIONS

Section 6.01. Notice. Any notice given under this Agreement must be in

writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid; or (iii) by personally delivering it to the Party, or any agent of the Party listed in this Agreement. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received. For purposed of notice, the addresses of the Parties will, until changed as provided below, be as follows:

County:	Williamson County Attn: County Judge 710 Main Street, Ste. 101 Georgetown, Texas 78628
Owner:	At the address set forth under Owner's execution below
District:	At the address set forth under District's execution below

The Parties may change their respective addresses to any other address within the United States of America by giving at least five days' written notice to the other party.

Section 6.02. Severability. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Section 6.03. Waiver. Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 6.04. Applicable Law and Venue. The interpretation, performance, enforcement, and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Williamson County, Texas.

Section 6.05. Entire Agreement. This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement supersedes all other agreements between the Parties concerning the subject matter.

Section 6.06. Exhibits, Headings, Construction, and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope

or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

Section 6.07. Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

Section 6.08. Authority for Execution. The County certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with state law. The Owner and District hereby certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with the constituent documents of each person or entity executing on behalf of the Owner and District.

Section 6.09 Force Majeure. If, by reason of force majeure, any Party is rendered unable, in whole or in part, to carry out its obligations under this Agreement, the Party whose performance is so affected must give notice and the full particulars of such force majeure to the other Parties within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the Party giving such notice, will, to the extent it is affected by such force majeure, be suspended during the continuance of the inability but for no longer period. The Party claiming force majeure must endeavor to remove or overcome such inability with all reasonable dispatch. The term "*force majeure*" means Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, or of any court or agency of competent jurisdiction or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, vandalism, explosions, breakage or accidents to machinery, pipelines or canals, or inability on the part of a Party to perform due to any other causes not reasonably within the control of the Party claiming such inability.

Section 6.10. Interpretation. As used in this Agreement, the term "including" means "including without limitation" and the term "days" means calendar days, not business days. Wherever required by the context, the singular shall include the plural, and the plural shall include the singular. Each defined term herein may be used in its singular or plural form whether or not so defined.

Section 6.11. No Third-Party Beneficiary. This Agreement is solely for the benefit of the Parties, and neither the County, the District, nor the Owner intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than the County, the District, and the Owner (and any permitted assignee

of the Owner).

Section 6.12. Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A - Metes and Bounds Description and Map of the Land

Exhibit B - LRTP Corridor Project and/or Arterial Locations

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below.

(Signatures on the following pages.)

WILLIAMSON COUNTY, TEXAS
(COUNTY)

By: [Valerie Covey]

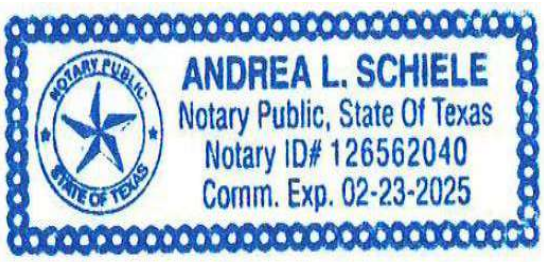
Name: [Valerie Covey]

Title: As Presiding Officer of the Williamson County Commissioners Court

Date: [October 1, 2024]

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on [October 1, 20 24, by Valerie Covey], as Presiding Officer of the Williamson County Commissioners Court, on behalf of said County.

(S 

[Andrea L Schiele]
Notary Public Signature

OWNER:

RR 122 HOLDINGS, LLC

RR 122 HOLDINGS, LLC, a Delaware limited liability company

By: SVAG Investments LLC, a Texas limited liability company

By: SVAG Asset Management LLC, a Texas limited liability company, its Manager

By: _____
Sudharshan Vembutty, Manager

Address for Notice:

RR 122 HOLDINGS, LLC
Attn: Sudharshan Vembutty
101 Parklane Blvd., Suite 102
Sugar Land, Texas 77478

THE STATE OF Texas §
§
COUNTY OF Fort Bend §

This instrument was acknowledged before me on ~~January~~ September 25, 2024, by Sudharshan Vembutty, Manager of SVAG Asset Management LLC, a Texas limited liability company, as manager of SVAG Investments LLC, a Texas limited liability company, and RR 122 Holdings, LLC, a Delaware limited liability company, on behalf of said limited liability companies.

(seal)

KAIF SORATHIA
Notary ID #134888683
My Commission Expires
May 7, 2028

Kaif Sorathia
Notary Public, State of Texas

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 46

By: _____

Name: Scott J. Foster

Title: President

Date: 9/24/24

Address for Notice:

Williamson County MUD No. 46
c/o Armbrust & Brown, PLLC
Attn: Sean Abbott
100 Congress Avenue, Suite 1300
Austin, Texas 78749

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on September 24th, 2024, by Scott J Foster, President of the Board of Directors of Williamson County Municipal Utility District No. 46, on behalf of said District.

(SEAL)

_____
Notary Public Signature

Maria Adileni Sanchez Rodriguez
Notary Public, State of Texas
My Comm. Exp. 10-04-2027
ID No. 13458986-3

EXHIBIT A

Metes and Bounds Description
and
Map of the Land

Williamson County, Texas
D. Casanova Survey, Abstract No. 126
A.J. Hayhurst Survey, Abstract No. 305
J. Northcross Survey, Abstract No. 478

November 07, 2023
LJAS001-A474-0411

EXHIBIT "A"

DESCRIPTION OF A 122.635 ACRE TRACT OF LAND OUT OF THE D. CASANOVA SURVEY, ABSTRACT NO. 126, THE A.J. HAYHURST SURVEY, ABSTRACT NO. 305, AND THE J. NORTHCROSS SURVEY, ABSTRACT NO. 478, CONVEYED TO RR 122 HOLDINGS, LLC, DESCRIBED IN EXHIBIT "A" AS A CALLED 122.662 ACRE TRACT, RECORDED IN DOCUMENT NO. 2022022743, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 122.635 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND (GRID NORTHING: 10,237,501.60, GRID EASTING: 3,083,966.17), BEING ON THE NORTHWEST LINE OF RONALD W. REAGAN BOULEVARD (VARIABLE WIDTH RIGHT-OF-WAY), FOR THE SOUTHWEST CORNER OF A CALLED 0.245 ACRE TRACT CONVEYED TO WILLIAMSON COUNTY, RECORDED IN DOCUMENT NO. 2006014718, O.P.R.W.C.TX., FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH THE NORTHWEST LINE OF SAID RONALD W. REAGAN BOULEVARD THE FOLLOWING FOURTEEN (14) COURSES AND DISTANCES:

1) SOUTH 58 DEGREES 40 MINUTES 38 SECONDS WEST, A DISTANCE OF 290.87 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND,
2) NORTH 31 DEGREES 55 MINUTES 41 SECONDS WEST, A DISTANCE OF 14.87 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND,
3) SOUTH 58 DEGREES 39 MINUTES 39 SECONDS WEST, A DISTANCE OF 199.69 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND,
4) SOUTH 31 DEGREES 21 MINUTES 26 SECONDS EAST, A DISTANCE OF 14.96 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND,
5) SOUTH 58 DEGREES 40 MINUTES 10 SECONDS WEST, A DISTANCE OF 257.54 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND,
6) SOUTH 64 DEGREES 23 MINUTES 51 SECONDS WEST, A DISTANCE OF 99.67 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND,
7) NORTH 31 DEGREES 18 MINUTES 29 SECONDS WEST, A DISTANCE OF 49.82 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND,
8) SOUTH 58 DEGREES 34 MINUTES 45 SECONDS WEST, A DISTANCE OF 199.46 FEET TO A 1/2-INCH IRON ROD FOUND,
9) SOUTH 30 DEGREES 51 MINUTES 18 SECONDS EAST, A DISTANCE OF 49.64 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND,
10) SOUTH 53 DEGREES 04 MINUTES 00 SECONDS WEST, A DISTANCE OF 101.30 FEET TO A CALCULATED POINT,
11) SOUTH 58 DEGREES 37 MINUTES 58 SECONDS WEST, A DISTANCE OF 300.27 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND,
12) NORTH 31 DEGREES 08 MINUTES 12 SECONDS WEST, A DISTANCE OF 20.01 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND,
13) SOUTH 58 DEGREES 39 MINUTES 27 SECONDS WEST, A DISTANCE OF 530.89 FEET TO A CALCULATED POINT, AND
14) NORTH 71 DEGREES 32 MINUTES 02 SECONDS WEST, A DISTANCE OF 50.10 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND AT THE INTERSECTION OF SAID RONALD W. REAGAN BOULEVARD AND COUNTY ROAD 289, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH THE NORTHEAST LINE OF SAID COUNTY ROAD 289 THE FOLLOWING FOURTEEN (14) COURSES AND DISTANCES:

1) NORTH 21 DEGREES 32 MINUTES 02 SECONDS WEST, A DISTANCE OF 595.39 FEET TO A CALCULATED POINT,

EXHIBIT "A"

2) SOUTH 75 DEGREES 25 MINUTES 51 SECONDS WEST, A DISTANCE OF 19.59 FEET TO A 1/2-INCH IRON ROD FOUND,
3) SOUTH 73 DEGREES 56 MINUTES 52 SECONDS WEST, A DISTANCE OF 87.06 FEET TO A 1/2-INCH IRON ROD FOUND,
4) SOUTH 74 DEGREES 39 MINUTES 34 SECONDS WEST, A DISTANCE OF 76.37 FEET TO A 1/2-INCH IRON ROD FOUND,
5) SOUTH 74 DEGREES 42 MINUTES 44 SECONDS WEST, A DISTANCE OF 295.22 FEET TO A CALCULATED POINT,
6) NORTH 54 DEGREES 48 MINUTES 59 SECONDS WEST, A DISTANCE OF 82.60 FEET TO A 1/2-INCH IRON ROD FOUND,
7) NORTH 23 DEGREES 21 MINUTES 55 SECONDS WEST, A DISTANCE OF 252.71 FEET TO A 1/2-INCH IRON ROD FOUND,
8) NORTH 20 DEGREES 04 MINUTES 00 SECONDS WEST, A DISTANCE OF 216.01 FEET TO A 1/2-INCH IRON ROD FOUND,
9) NORTH 20 DEGREES 10 MINUTES 11 SECONDS WEST, A DISTANCE OF 113.49 FEET TO A 1/2-INCH IRON ROD FOUND,
10) NORTH 34 DEGREES 58 MINUTES 47 SECONDS WEST, A DISTANCE OF 178.68 FEET TO A 1/2-INCH IRON ROD FOUND,
11) NORTH 52 DEGREES 27 MINUTES 43 SECONDS WEST, A DISTANCE OF 106.29 FEET TO A 1/2-INCH IRON ROD FOUND,
12) SOUTH 78 DEGREES 30 MINUTES 53 SECONDS WEST, A DISTANCE OF 41.25 FEET TO A 1/2-INCH IRON ROD FOUND IMMEDIATELY ADJACENT TO A 60D NAIL,
13) SOUTH 78 DEGREES 50 MINUTES 58 SECONDS WEST, A DISTANCE OF 58.39 FEET TO A 1/2-INCH IRON ROD (BENT) FOUND, AND
14) SOUTH 61 DEGREES 47 MINUTES 42 SECONDS WEST, A DISTANCE OF 47.02 FEET TO A CALCULATED POINT ON THE NORTHWEST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 289, FOR A COMMON ANGLE POINT OF A CALLED 129.95 ACRE TRACT CONVEYED TO ROCKING WILCO, L.P., RECORDED IN DOCUMENT NO. 2014101181, O.P.R.W.C.TX. AND THE HEREIN DESCRIBED TRACT, FROM WHICH A NAIL IN CONCRETE FOUND BEARS SOUTH 10 DEGREES 34 MINUTE 54 SECOND EAST, A DISTANCE OF 0.37 FEET;

THENCE WITH THE COMMON LINE OF SAID 129.95 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1) NORTH 02 DEGREES 25 MINUTES 28 SECONDS WEST, A DISTANCE OF 170.16 FEET TO A 1/2-INCH IRON ROD FOUND,
2) NORTH 20 DEGREES 59 MINUTES 42 SECONDS EAST, A DISTANCE OF 190.29 FEET TO A 1/2-INCH IRON ROD FOUND, AND
3) NORTH 37 DEGREES 19 MINUTES 00 SECONDS EAST, A DISTANCE OF 107.77 FEET TO A 1/2-INCH IRON ROD FOUND IN THE WEST LINE OF A CALLED 35.28 ACRE TRACT CONVEYED TO JOHN BEN ATKINSON, RECORDED IN DOCUMENT NO. 2018011295, O.P.R.W.C.TX., FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH THE COMMON LINE OF SAID 35.28 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1) SOUTH 18 DEGREES 11 MINUTES 05 SECONDS EAST, A DISTANCE OF 13.41 FEET TO A 1/2-INCH IRON ROD FOUND, AND
2) NORTH 70 DEGREES 28 MINUTES 33 SECONDS EAST, A DISTANCE OF 1,204.19 FEET TO A 1/2-INCH IRON ROD (BENT) FOUND, AND

EXHIBIT "A"

3) NORTH 16 DEGREES 16 MINUTES 41 SECONDS WEST, A DISTANCE OF 1,307.30 FEET TO A 3/4-INCH PINCHED TOP PIPE FOUND ON THE SOUTHEASTERLY LINE OF SAID 129.95 ACRE TRACT, FOR THE NORTH CORNER OF SAID 35.28 ACRE TRACT AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 67 DEGREES 51 MINUTES 51 SECONDS EAST, WITH SAID THE COMMON LINE OF SAID 129.95 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, A DISTANCE OF 1,163.65 FEET TO A CALCULATED POINT ON THE EAST LINE OF A CALLED 413.839 ACRE TRACT CONVEYED TO GT LAND HOLDINGS I, LLC, RECORDED IN DOCUMENT NO. 2021072442, O.P.R.W.C.TX., FOR A SOUTHEAST CORNER OF SAID 129.95 ACRE TRACT, AND THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH THE WEST LINE OF SAID 413.839 ACRE TRACT AND A CALLED 109.818 ACRE TRACT CONVEYED TO GT LAND HOLDINGS I, LLC, RECORDED IN DOCUMENT NO. 2021072442, O.P.R.W.C.TX., THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

1) SOUTH 20 DEGREES 30 MINUTES 48 SECONDS EAST, A DISTANCE OF 257.83 FEET TO A 1/2-INCH IRON ROD FOUND,
2) SOUTH 11 DEGREES 22 MINUTES 15 SECONDS EAST, A DISTANCE OF 378.90 FEET TO A 1/2-INCH IRON ROD FOUND,
3) SOUTH 11 DEGREES 06 MINUTES 57 SECONDS EAST, A DISTANCE OF 732.47 FEET TO A 1/2-INCH IRON ROD IN A CONCRETE FENCE CORNER FOUNDATION FOUND,
4) SOUTH 10 DEGREES 35 MINUTES 57 SECONDS EAST, A DISTANCE OF 233.04 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BURY PARTNERS" FOUND,
5) SOUTH 19 DEGREES 27 MINUTES 30 SECONDS EAST, A DISTANCE OF 716.45 FEET TO A 1/2-INCH IRON ROD FOUND,
6) SOUTH 19 DEGREES 19 MINUTES 56 SECONDS EAST, A DISTANCE OF 496.38 FEET TO A 1/2-INCH IRON ROD FOUND, FOR A COMMON SOUTH CORNER OF SAID 109.818 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, AND
7) NORTH 74 DEGREES 51 MINUTES 51 SECONDS EAST, A DISTANCE OF 321.18 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND FOR A NORTHERLY ANGLE POINT OF SAID 0.245 ACRE TRACT AND THE MOST EASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH THE COMMON LINE OF SAID 0.245 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) SOUTH 58 DEGREES 33 MINUTES 43 SECONDS WEST, A DISTANCE OF 47.64 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND, AND

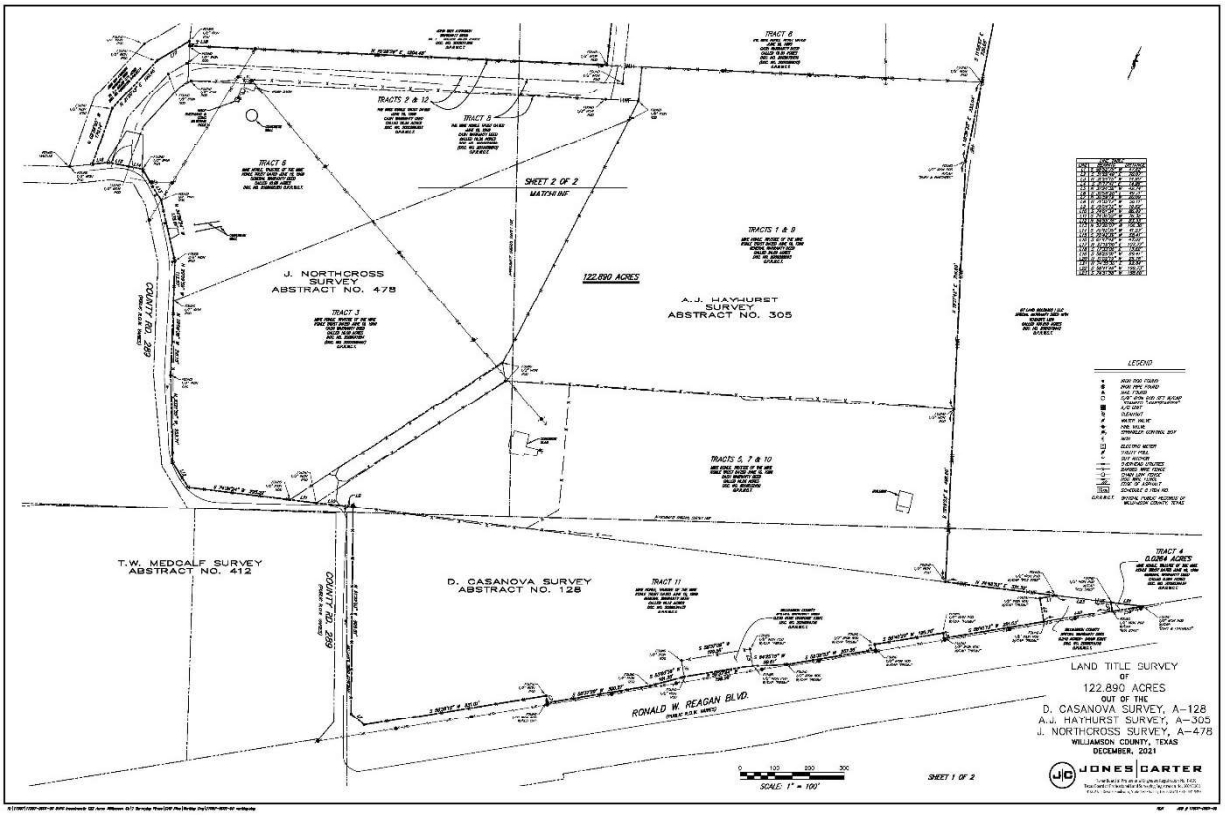
(INTENTIONALLY LEFT BLANK)

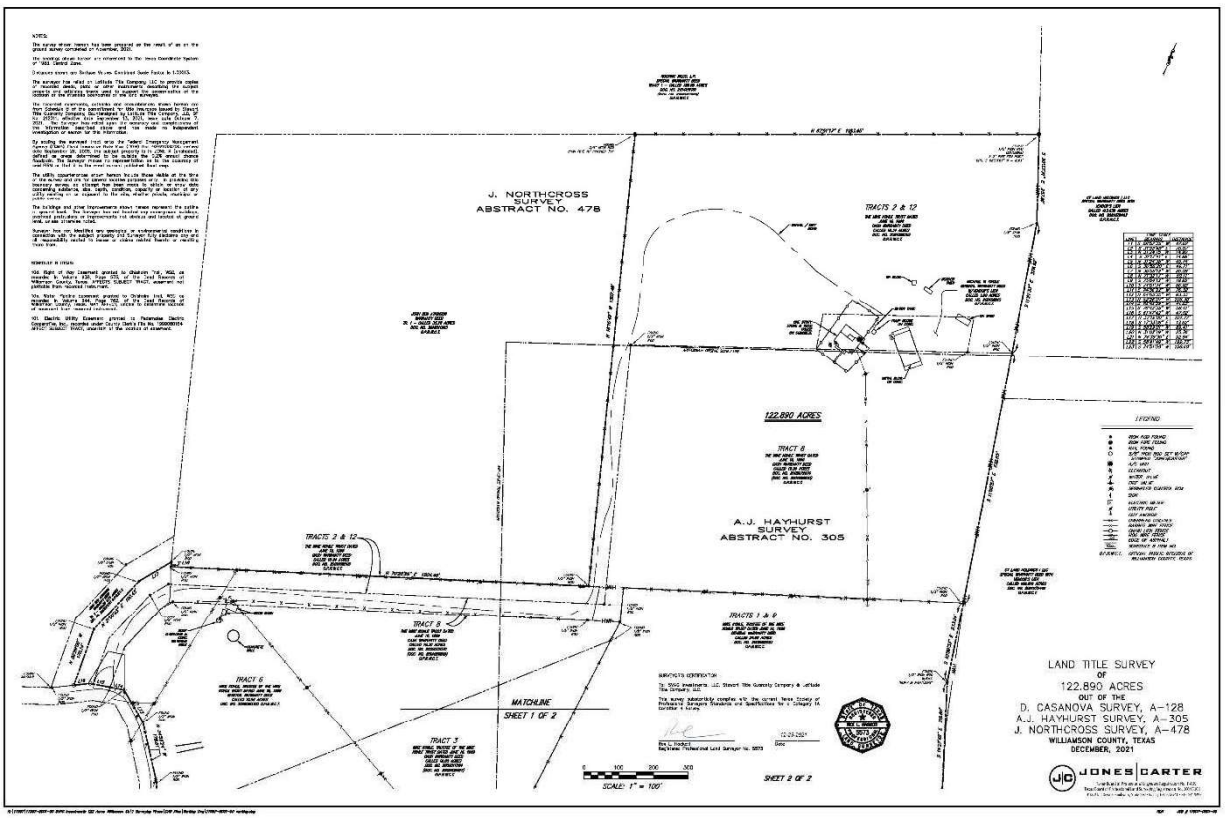
EXHIBIT "A"

2) **SOUTH 31 DEGREES 23 MINUTES 38 SECONDS EAST, A DISTANCE OF 69.94 FEET TO THE POINT OF BEGINNING AND CONTAINING 122.635 ACRES OF LAND, MORE OR LESS.**

The basis of bearing for this survey is the Texas State Coordinate System, Central Zone, NAD 83. All distances are grid values, U.S. Survey Feet.

Matt Overall
Texas Registered Professional Land Surveyor No. 6864
7500 Rialto Blvd., Bldg. II, Ste. 100
Austin, Texas 78735
T.B.P.E.L.S. No. 10194382


J. NORTHCROSS SURVEY ABSTRACT NO. 478
A.J. HAYHURST SURVEY ABSTRACT NO. 305
T.W. MEDCALF SURVEY ABSTRACT NO. 412
D. CASANOVA SURVEY ABSTRACT NO. 128
122.890 ACRES
COUNTY RD. 289
RONALD W. REAGAN BLVD.
SHEET 2 OF 2
MATCHLINE
SHEET 1 OF 2
SCALE: 1" = 100'
LAND TITLE SURVEY
OF
122.890 ACRES
OUT OF THE
D. CASANOVA SURVEY, A-128
A.J. HAYHURST SURVEY, A-305
J. NORTHCROSS SURVEY, A-478
WILLIAMSON COUNTY, TEXAS
DECEMBER, 2021
JONES|CARTER


J. NORTHCROSS SURVEY ABSTRACT NO. 478
A.J. HAYHURST SURVEY ABSTRACT NO. 305
122.890 ACRES
MATCHLINE
SHEET 1 OF 2
SHEET 2 OF 2
SCALE: 1" = 100'
LAND TITLE SURVEY
OF
122.890 ACRES
OUT OF THE
D. CASANOVA SURVEY, A-128
A.J. HAYHURST SURVEY, A-305
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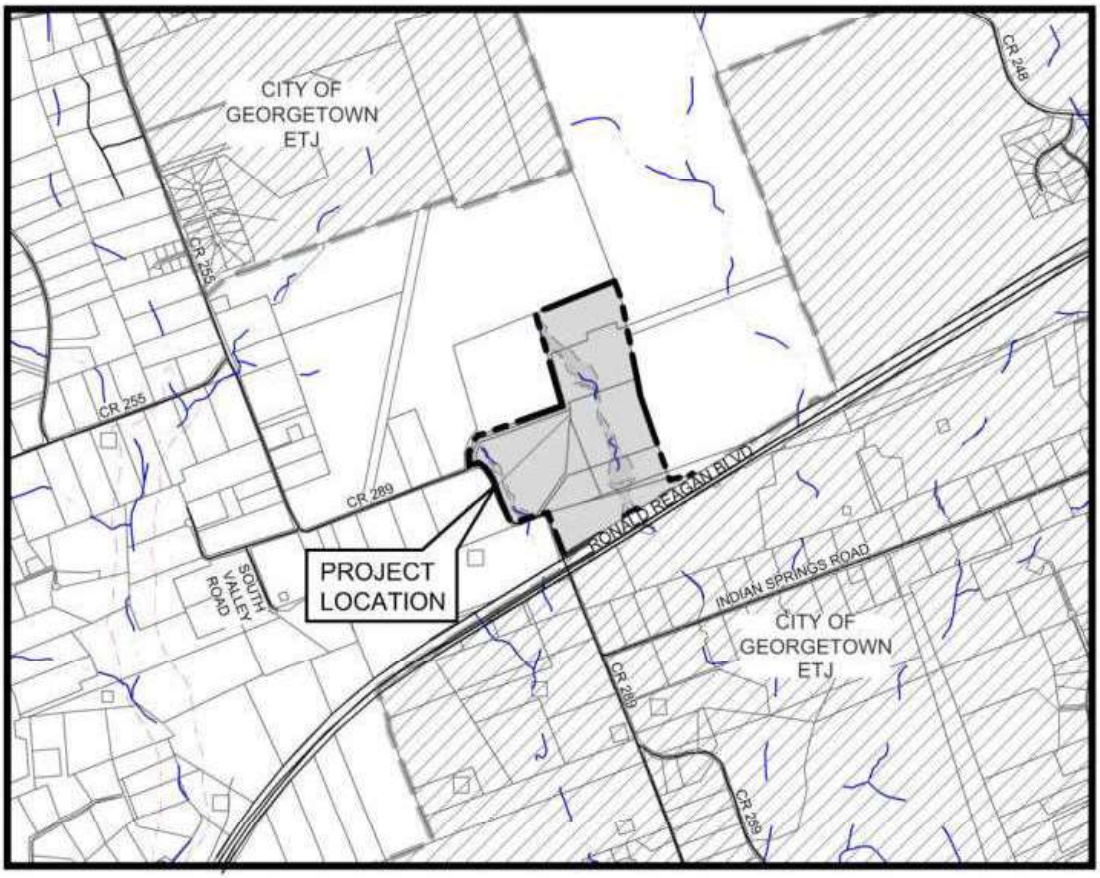
WILLIAMSON COUNTY, TEXAS
DECEMBER, 2021
JONES|CARTER



I:\A474\Konle\Preliminary Plan\exhibits\Location Map.dwg

LJA Engineering, Inc.
7500 Rialto Boulevard, Building II
Suite 100
Austin, Texas 78735
Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

HUDSON PARK
LOCATION MAP

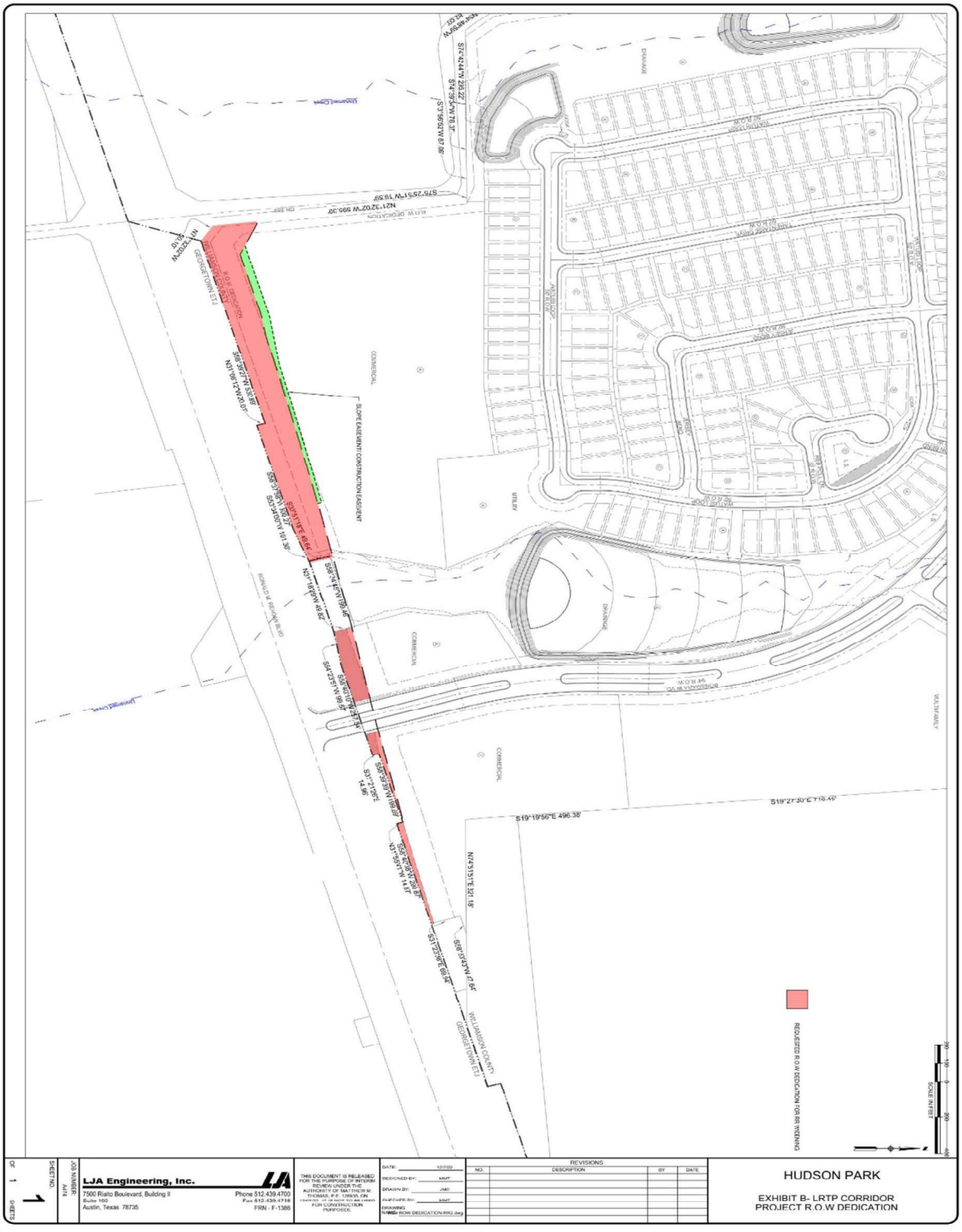
KONLE

SCALE: 1" = 2,000'

01 OF 01

EXHIBIT B

Corridor Project and/or LRTP Arterial Locations



Commissioners Court - Regular Session **61.**

Meeting Date: 10/21/2025

Ronald Reagan Segment C Resolution for Condemnation

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 (1.359 acres) required for the construction of Ronald Reagan Blvd. Segment C (Mighty SAI Investments, LLC/ Parcel 24).

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	10/14/2025 04:31 PM
Form Started By: Don Childs		Started On: 10/13/2025 05:43 PM
Final Approval Date: 10/14/2025		

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 those certain tracts of land being 1.359 acres (Parcel 24) as described by metes and bounds in Exhibit "A" owned by **MIGHTY SAI INVESTMENTS, LLC,** for the purpose of constructing, reconstructing, maintaining, and operating the proposed Ronald Reagan roadway improvement ("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 Exhibit "A" 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 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

County: Williamson
Parcel: Parcel 24 – Mighty Sai Investments, LLC
Highway: Ronald Reagan Boulevard

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 1.359 ACRE (59,197 SQUARE FEET) PARCEL OF LAND SITUATED IN THE BURLESON WARREN SURVEY, ABSTRACT NO. 667, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION CALLED 9.224 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED TO MIGHTY SAI INVESTMENTS, LLC, IN DOCUMENT NO. 2021052180 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY (O.P.R.W.C.T.), SAID 1.359 ACRE (59,197 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch rebar found in the South line of said 9.224 acre tract for the common North corner of a called 10.125 acre tract of land described in a Warranty Deed to Mighty Sai Investments, LLC, recorded in Document No. 2021052187 of said O.P.R.W.C.T. and the remainder of a called 37.68 acre tract described in a Gift Deed to Donna Staton Hand & Robert W. Hand, recorded in Document No. 2000085561 of said O.P.R.W.C.T.;

THENCE South 68°46'06" West with the South line of said 9.224 acre tract and the common North line of the remainder of said 37.68 acre tract, a distance of 305.38 feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set in the proposed East Right-of-Way (ROW) line of Ronald Reagan Boulevard, (Grid Coordinates: N=10,230,743.32, E=3,077,114.65), 158.70 feet Right of Ronald Reagan Baseline Station 687+20.24, for the **POINT OF BEGINNING** of the herein described tract;

THENCE South 68°46'06" West with the South line of said 9.224 acre tract and the common North line of the remainder of said 37.68 acre tract, a distance of **102.06** feet to a 1/2-inch rebar with cap stamped "PBS&J" found, in the existing East ROW line of Ronald Reagan Boulevard (Variable width R.O.W.), for the Southwest corner of said 9.224 acre tract and the common Northwest corner of the remainder of said 37.68 acre tract, 78.99 feet Right of Ronald Reagan Baseline Station 686+55.50;

THENCE with said existing East ROW line of said Ronald Reagan Boulevard and common West line of said 9.224 acre tract, the following three (3) courses and distances:

1) Along a curve to the **Right** having a radius of **8,405.00** feet, an arc length of **175.28** feet, a delta angle of **01°11'41"**, and a chord which bears **North 19°29'14" East** a distance of **175.27** feet to a Calculated Point 84.03 feet Right of Ronald Reagan Baseline Station 688+32.59, from which a 1/2-inch rebar found bears South 82°07'00" West a distance of 0.53 feet;

2) **North 69°55'16" West** a distance of **35.02** feet to a Calculated Point 49.03 feet Right of Ronald Reagan Baseline Station 688+33.56, from which a 1/2-inch rebar found bears North 79°07'47" West a distance of 0.50 feet; and

County: Williamson
Parcel: Parcel 24 – Mighty Sai Investments, LLC
Highway: Ronald Reagan Boulevard

3) Along a curve to the **Right** having a radius of **8,440.00** feet, an arc length of **443.50** feet, a delta angle of **03°00'39"**, and a chord which bears **North 21°35'06" East** a distance of **443.45** feet to a 1/2-inch rebar with cap stamped "PBS&J" found, 59.93 feet Right of Ronald Reagan Baseline Station 692+80.11, for the Northwest corner of said 9.224 acre tract and the common Southwest corner of a called 2.500 acre tract of land described in a Warranty Deed to Reagan 3405 Real Estate, LLC., recorded in Document No. 2024035181 of said O.P.R.W.C.T.;

4) **THENCE North 68°37'33" East** with the North line of said 9.224 acre tract and the common South line of said 2.500 acre tract, a distance of **127.11** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set in the proposed East ROW line of said Ronald Reagan Boulevard, 152.05 feet Right of Ronald Reagan Baseline Station 693+68.92;

THENCE over and across said 9.224 acre tract and with the proposed East ROW line of said Ronald Reagan Boulevard, the following two (2) courses and distance:

5) Along a curve to the **Left** having a radius of **7,373.50** feet, an arc length of **311.95** feet, a delta angle of **02°25'26"**, and a chord which bears **South 20°45'58" West** a distance of **311.93** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set, 155.07 feet Right of Ronald Reagan Baseline Station 690+50.60; and

County: Williamson
Parcel: Parcel 24 – Mighty Sai Investments, LLC
Highway: Ronald Reagan Boulevard

6) Along a curve to the Left having a radius of **7,469.43** feet, an arc length of **323.61** feet, a delta angle of **02°28'56"**, and a chord which bears **South 18°15'14" West** a distance of **323.59** feet to the **POINT OF BEGINNING**, containing 1.359 acre (59,197 Square Feet) of land more or less.

This property description is accompanied by a separate plat of even date.

This project is referenced for all bearing and coordinate basis to the Texas Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00012.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

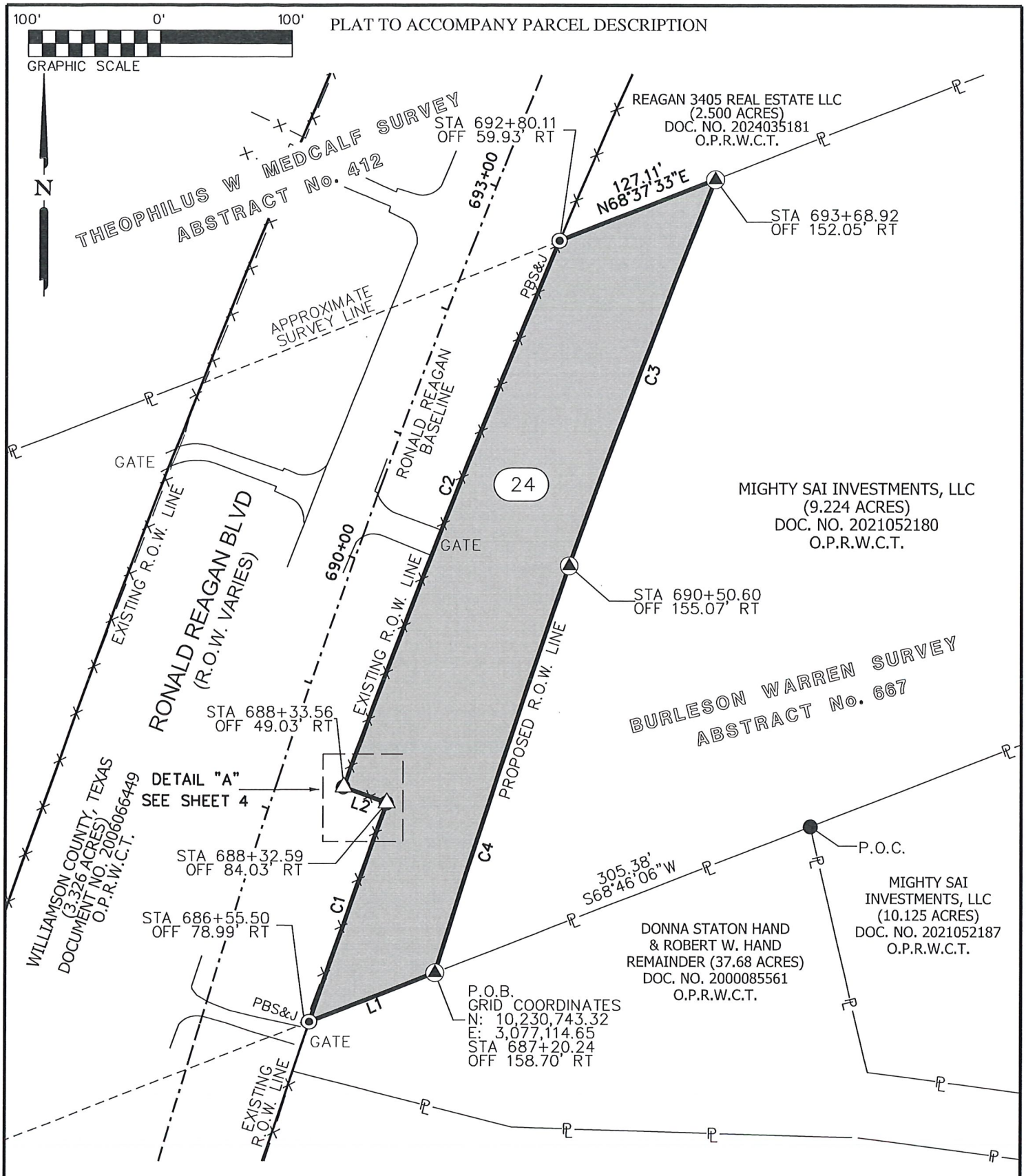
That I, Frank W. Funk, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described was determined by a survey made on the ground under my direct supervision.

Frank W Funk 03/06/2025

Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803
Landesign Services, Inc.
FIRM 10001800
10090 W Highway 29
Liberty Hill, Texas 78642

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION



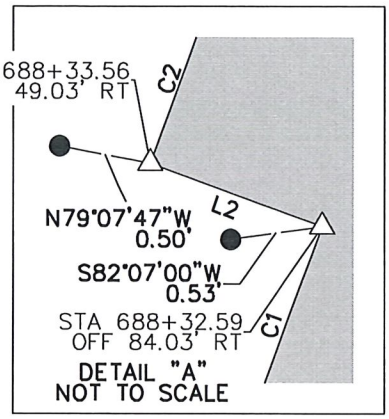
LSI LANDESIGN SERVICES, INC. 10090 W HIGHWAY 29 LIBERTY HILL, TX 78642 TBPELS FIRM NO. 10001800 512-238-7901	PARCEL PLAT SHOWING PROPERTY OF MIGHTY SAI INVESTMENTS, LLC	03/06/2025 PARCEL 24 1.359 ACRES 59,197 Sq. Ft. SHEET 4 OF 6
	SCALE: 1" = 100' / PROJECT: RONALD REAGAN / COUNTY: WILLIAMSON	

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LINE DATA		
LINE	BEARING	LENGTH
L1	S68° 46'06"W	102.06'
L2	N69° 55'16"W	35.02'

CURVE DATA				
CURVE	Δ	RADIUS	LENGTH	CHORD
C1	01° 11'41"	8405.00'	175.28'	N19° 29'14"E 175.27'
C2	03° 00'39"	8440.00'	443.50'	N21° 35'06"E 443.45'
C3	02° 25'26"	7373.50'	311.95'	S20° 45'58"W 311.93'
C4	02° 28'56"	7469.43'	323.61'	S18° 15'14"W 323.59'



NOTES:

1. BEARINGS SHOWN HEREON ARE ORIENTED TO GRID NORTH. COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 2011 ADJUSTMENT), CENTRAL ZONE [FEDERAL INFORMATION PROCESSING STANDARD (FIPS) 4203].

2. DISTANCES AND AREAS SHOWN HEREON ARE PROJECT SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED SURFACE ADJUSTMENT FACTOR IS 1.00012.

3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PARCEL PLAT.

LEGEND

▲	1/2-INCH REBAR WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS OTHERWISE NOTED)
△	CALCULATED POINT
●	1/2-INCH REBAR FOUND (UNLESS OTHERWISE NOTED)
◉	1/2-INCH REBAR FOUND WITH CAP STAMPED "PBS&J" (UNLESS OTHERWISE NOTED)
O.P.R.W.C.T	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
R.O.W.	RIGHT OF WAY
( )	RECORD INFORMATION
——℄——	PROPERTY LINE

STATE OF TEXAS:
WILLIAMSON COUNTY:

THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

Frank W Funk 03/06/2025

FRANK W. FUNK DATE
RPLS 6803

CALLED 9.224 ACRES 401,797 Sq. Ft.
REMAINDER 7.865 ACRES 342,600 Sq. Ft.

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

MIGHTY SAI INVESTMENTS, LLC

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

03/06/2025

PARCEL 24
1.359 ACRES
59,197 Sq. Ft.

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

COMMITMENT FOR TITLE INSURANCE PROVIDED BY:

FIRST AMERICAN TITLE GUARANTY COMPANY
GF NO. T-179480
ISSUED: APRIL 15, 2025
EFFECTIVE DATE: APRIL 09, 2025

ONLY THOSE ITEMS LISTED IN SCHEDULE B OF THE ABOVE REFERENCED COMMITMENT FOR TITLE INSURANCE WERE REVIEWED FOR THE PURPOSE OF THE SURVEY. NO ADDITIONAL RESEARCH WAS PERFORMED BY THIS SURVEYOR. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, OR OTHER ENCUMBRANCES WHICH AFFECT THIS SURVEY THAT ARE NOT KNOWN TO THIS SURVEYOR.

ITEMS 10.2, 10.3, 10.5 THROUGH 10.7 ARE NOT A SURVEY MATTER.

10: 1. ROADWAY EASEMENTS AS REFERENCED IN THAT WARRANTY DEED RECORDED IN VOLUME 718, PAGE 114, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AS CORRECTED IN VOLUME 1497, PAGE 318, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
(MAY AFFECT- UNABLE TO LOCATE BASED ON THE DESCRIPTION IN INSTRUMENT)

4. INTENTIONALLY DELETED

8. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY.
(OWNER'S POLICY ONLY) (NOTED HEREON)

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

MIGHTY SAI INVESTMENTS, LLC

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

03/06/2025

PARCEL 24
1.359 ACRES
59,197 Sq. Ft.

Commissioners Court - Regular Session **62.**

Meeting Date: 10/21/2025

Ronald Reagan Segment C Resolution for Condemnation

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 (1.787 acres) required for the construction of Ronald Reagan Blvd Segment C (KR2VS, LLC/ Parcel 29).

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	10/14/2025 04:32 PM
Form Started By: Don Childs		Started On: 10/13/2025 05:44 PM
Final Approval Date: 10/14/2025		

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 those certain tracts of land being 1.787 acres (Parcel 29) as described by metes and bounds in Exhibit "A" owned by **KR2VS, LLC,** for the purpose of constructing, reconstructing, maintaining, and operating the proposed Ronald Reagan roadway improvement ("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 Exhibit "A" 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 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

County: Williamson
Parcel: Parcel 29 – KR2VS, LLC
Highway: Ronald Reagan Boulevard

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 1.787 ACRE (77,852 SQUARE FEET) PARCEL OF LAND SITUATED IN THE THEOPHILUS W. MEDCALF SURVEY, ABSTRACT NO. 412 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 47.80 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO KR2VS, LLC, RECORDED IN DOCUMENT NO. 2019003602 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY (O.P.R.W.C.T.), SAID 1.787 ACRE (77,852 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch rebar with cap stamped "AMERICA" found in the existing South Right-of-Way (ROW) line of Ronald Reagan Boulevard (Variable Width ROW), for the Northwest corner of the remainder of said 47.80 acre tract and the common Northeast corner of a called 15.01 acre tract described in a Warranty Deed with Vendor's Lien to Lone Star Concrete, LLC., recorded in Document No. 2021002212 of said O.P.R.W.C.T., (Grid Coordinates: N= 10,234,050.43, E= 3,079,109.62), 62.89 feet Right of Ronald Reagan Baseline Station 726+82.18;

THENCE with said existing South ROW line of said Ronald Reagan Boulevard and the common West line of said 47.80 acre tract, the following three (3) courses and distances:

1) Along a curve to the **Right** having a radius of **8,435.00** feet, an arc length of **447.54** feet, a delta angle of **03°02'24"**, and a chord which bears **North 47°29'55" East** a distance of **447.49** feet to a Calculated Point, 51.32 feet Right of Ronald Reagan Baseline Station 731+32.94;

2) **South 40°58'53" East** a distance of **5.00** feet to a Calculated Point, 56.31 feet Right of Ronald Reagan Baseline Station 731+33.09; and

3) Along a curve to the **Right** having a radius of **8,430.00** feet, an arc length of **358.26** feet, a delta angle of **02°26'06"**, and a chord which bears **North 50°14'10" East** a distance of **358.23** feet to a 1/2-inch rebar with cap stamped "PBS&J" found for the Northeast corner of the remainder of said 47.80 acre tract and the common Northwest corner of the remainder of a called 39.81 acre tract of land described in a Special Warranty Partition Deed to Judy Beth Ragsdale Cooksey, recorded in Document No. 2020008514 of said O.P.R.W.C.T., 45.19 feet Right of Ronald Reagan Baseline Station 734+93.57;

4) **THENCE South 21°18'52" East** with the East line of the remainder of said 47.80 acre tract and the common West line of the remainder of said 39.81 acre tract a distance of **276.75** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set in the proposed South ROW line of Ronald Reagan Boulevard, 311.74 feet Right of Ronald Reagan Baseline Station 734+17.33;

County: Williamson
Parcel: Parcel 29 – KR2VS, LLC
Highway: Ronald Reagan Boulevard

THENCE over and across the remainder of said 47.80 acre tract with the proposed South ROW line of said Ronald Reagan Boulevard, the following five (5) courses and distances:

5) **South 61°22'48" West** a distance of **32.23** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set, 306.86 feet Right of Ronald Reagan Baseline Station 733+84.13;

6) **North 21°24'23" West**, a distance of **105.75** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set, 205.18 feet Right of Ronald Reagan Baseline Station 734+14.17;

7) **North 84°30'53" West**, a distance of **67.30** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set, 159.36 feet Right of Ronald Reagan Baseline Station 733+63.67;

8) **South 57°52'45" West**, a distance of **196.57** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set, 138.02 feet Right of Ronald Reagan Baseline Station 731+64.39; and

9) Along a curve to the **Left** having a radius of **7,510.00** feet, an arc length of **502.39** feet, a delta angle of **03°49'58"**, and a chord which bears **South 48°51'00" West** a distance of **502.29** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set in the Southwest line of the remainder of said 47.80 acre tract and the common Northeast line of said 15.01 acre tract, 139.23 feet Right of Ronald Reagan Baseline Station 726+52.75;

County: Williamson
Parcel: Parcel 29 – KR2VS, LLC
Highway: Ronald Reagan Boulevard

10) **THENCE North 21°59'06" West** with the Southwest line of the remainder of said 47.80 acre tract and the common Northeast line of said 15.01 acre tract, a distance of **81.68** feet to the **POINT OF BEGINNING**, containing 1.787 acres (77,852 Square Feet) of land more or less.

This property description is accompanied by a separate plat of even date.

This project is referenced for all bearing and coordinate basis to the Texas Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00012.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

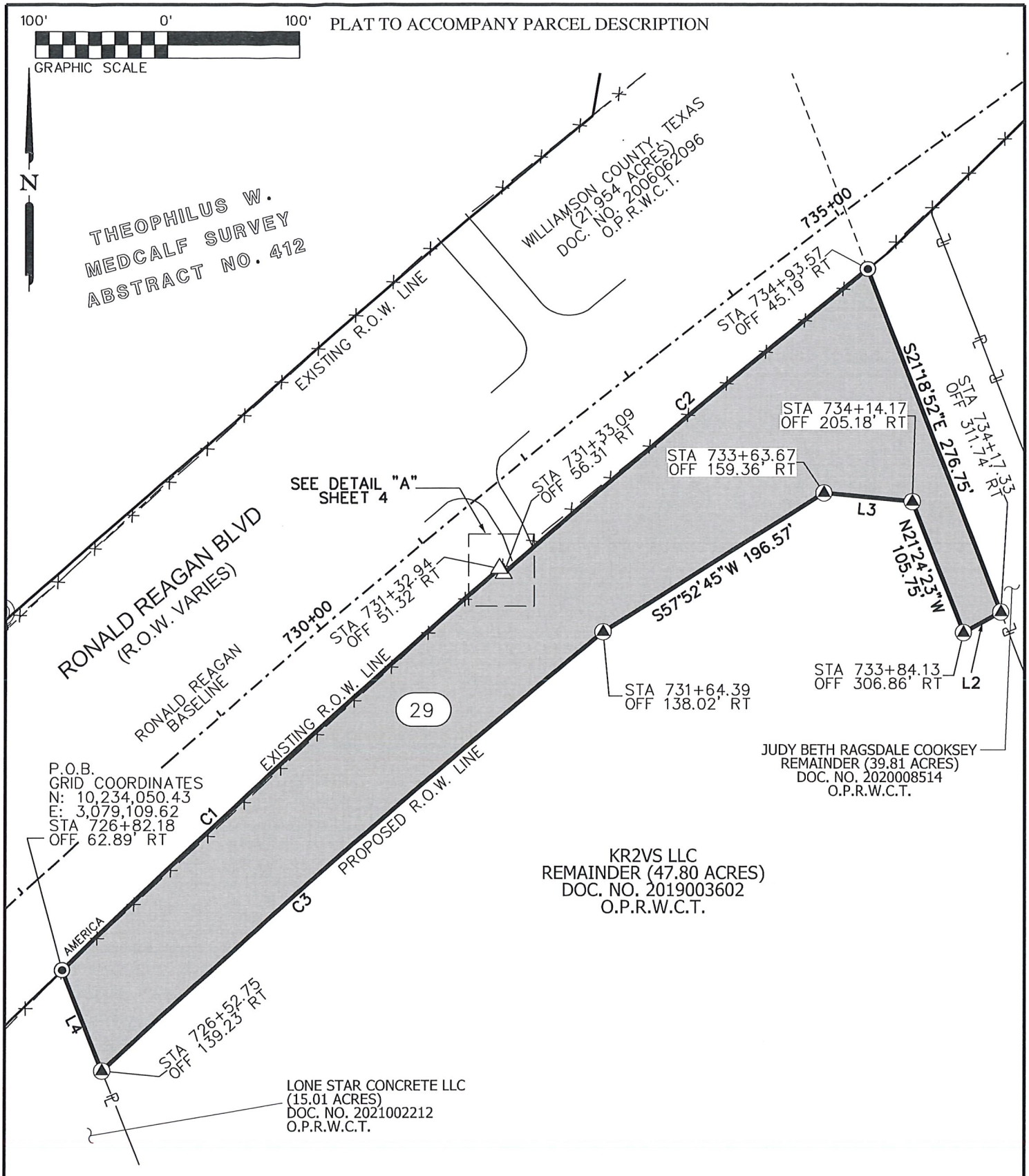
That I, Frank W. Funk, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described was determined by a survey made on the ground under my direct supervision.

Frank W Funk 03/06/2025

Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803
Landesign Services, Inc.
FIRM 10001800
10090 W Highway 29
Liberty Hill, Texas 78642

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

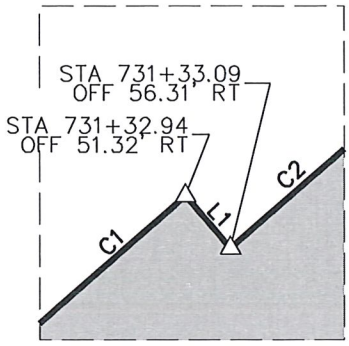


LSI LANDESIGN SERVICES, INC. 10090 W HIGHWAY 29 LIBERTY HILL, TX 78642 TBPELS FIRM NO. 10001800 512-238-7901	PARCEL PLAT SHOWING PROPERTY OF KR2VS, LLC		03/06/2025 PARCEL 29 1.787 ACRES 77,852 Sq. Ft.
	SCALE 1" = 100'	PROJECT RONALD REAGAN	COUNTY WILLIAMSON
			SHEET 4 OF 6

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LINE DATA		
LINE	BEARING	LENGTH
L1	S40° 58'53"E	5.00'
L2	S61° 22'48"W	32.23'
L3	N84° 30'53"W	67.30'
L4	N21° 59'06"W	81.68'



DETAIL "A"
NOT TO SCALE

CURVE DATA				
CURVE	Δ	RADIUS	LENGTH	CHORD
C1	03° 02'24"	8435.00'	447.54'	N47° 29'55"E 447.49'
C2	02° 26'06"	8430.00'	358.26'	N50° 14'10"E 358.23'
C3	03° 49'58"	7510.00'	502.39'	S48° 51'00"W 502.29'

NOTES:

1. BEARINGS SHOWN HEREON ARE ORIENTED TO GRID NORTH. COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 2011 ADJUSTMENT), CENTRAL ZONE [FEDERAL INFORMATION PROCESSING STANDARD (FIPS) 4203].

2. DISTANCES AND AREAS SHOWN HEREON ARE PROJECT SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED SURFACE ADJUSTMENT FACTOR IS 1.00012.

3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PARCEL PLAT.

LEGEND

△	CALCULATED POINT
▲	60D NAIL FOUND
⍋	1/2-INCH REBAR WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS OTHERWISE NOTED)
●	1/2-INCH REBAR FOUND (UNLESS OTHERWISE NOTED)
⊙	1/2-INCH REBAR FOUND WITH CAP STAMPED PBS&J (UNLESS OTHERWISE NOTED)
O.P.R.W.C.T	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
( )	RECORD INFORMATION
—℄—	PROPERTY LINE
- - - - -	SURVEY LINE

STATE OF TEXAS:
WILLIAMSON COUNTY:

THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

Frank W Funk 03/06/2025

FRANK W. FUNK DATE
RPLS 6803

STATE OF TEXAS
REGISTERED
FRANK WILLIAM FUNK
6803
PROFESSIONAL
LAND SURVEYOR

CALCULATED
32.83 ACRES
1,430,075 Sq. Ft.

REMAINDER
31.04 ACRES
1,352,223 Sq. Ft.

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

KR2VS, LLC

03/06/2025

PARCEL 29
1.787 ACRES
77,852 Sq. Ft.

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

COMMITMENT FOR TITLE INSURANCE PROVIDED BY:

FIRST AMERICAN TITLE GUARANTY COMPANY
GF NO. T-179477
ISSUED: MARCH 24, 2025
EFFECTIVE DATE: MARCH 17, 2025

ONLY THOSE ITEMS LISTED IN SCHEDULE B OF THE ABOVE REFERENCED COMMITMENT FOR TITLE INSURANCE WERE REVIEWED FOR THE PURPOSE OF THE SURVEY. NO ADDITIONAL RESEARCH WAS PERFORMED BY THIS SURVEYOR. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, OR OTHER ENCUMBRANCES WHICH AFFECT THIS SURVEY THAT ARE NOT KNOWN TO THIS SURVEYOR.

ITEMS 10.2 THROUGH 10.9 ARE NOT A SURVEY MATTER.

10:1. A WATER PIPELINES EASEMENT GRANTED TO CHISHOLM TRAIL, WSC AS DESCRIBED IN VOLUME 954, PAGE 549 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AS CONVEYED TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT IN VOLUME 2168, PAGE 44, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AS ASSIGNED TO THE CITY OF GEORGETOWN, TEXAS IS DOCUMENT NO. 2014076202, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
(MAY AFFECT- UNABLE TO LOCATE BASED ON THE DESCRIPTION IN INSTRUMENT)

10. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY.
(OWNER'S POLICY ONLY) (NOTED HEREON)

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

KR2VS, LLC

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

03/06/2025

PARCEL 29
1.787 ACRES
77,852 Sq. Ft.

Commissioners Court - Regular Session **63.**

Meeting Date: 10/21/2025

Corridor A2 Resolution for Condemnation

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 (0.2130 acres) required for the construction of Corridor A2. (Marie Carol Norstegaard and Allen Archie Bailey, as Trustees/ Parcel 28).

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	10/14/2025 04:33 PM
Form Started By: Don Childs		Started On: 10/13/2025 05:46 PM
Final Approval Date: 10/14/2025		

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 those certain tracts of land being .2130 acres (Parcel 28) as described by metes and bounds in Exhibit "A" owned by **MARIE CAROL NORSTEGAARD AND ALLEN ARCHIE BAILEY, TRUSTEES OF THE NORSTEGAARD AND BAILEY TRUST, DATED FEBRUARY 13, 2024** for the purpose of constructing, reconstructing, maintaining, and operating the proposed Corridor A2 roadway ("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 Exhibit "A" 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 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

FIELD NOTE DESCRIPTION
0.2130 ACRES (9,277 SQUARE FEET)
CATEGORY 1A LAND TITLE SURVEY

BEING, A 0.2130 ACRE (9,277 SQUARE FEET) TRACT OF LAND, LOCATED IN THE JAMES S. WARREN SURVEY SECTION NO. 33, ABSTRACT NO. 673, SITUATED IN WILLIAMSON COUNTY, TEXAS, AND BEING OUT OF THE REMAINDER OF A CALLED 10.048 ACRE TRACT CONVEYED TO MARIE CARLO NORSTEGAARD & ALLEN ARCHIE BAILEY TRUSTEES OF THE NORSTRGAARD AND BAILEY TRUST TRACT 2, DESCRIBED AND RECORDED IN DOCUMENT NUMBER 2024011098, IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 0.2130 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING, AT A 1/2-INCH IRON ROD FOUND AT THE BEGINNING CURVE TO THE RIGHT, ON THE WEST LINE OF SAID REMAINDER OF 10.048 ACRE TRACT, SAME BEING THE EXISTING EAST RIGHT-OF-WAY OF COUNTY ROAD 405 (VARIABLE WIDTH RIGHT-OF-WAY), FROM WHICH A 1/2-INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF THE SAID 10.048 ACRE “TRACT 2” BEARS SOUTH 07°27’16” WEST A DISTANCE OF 680.08 FEET;

THENCE, ALONG WITH SAID EXISTING EAST RIGHT-OF-WAY OF COUNTY ROAD 405 AND WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 84.20 FEET, AN ARC LENGTH 31.39 FEET, A DELTA ANGLE OF 21°21’41”, AND CHORD WHICH BEARS NORTH 18°14’55” EAST A DISTANCE OF 31.21 FEET, TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “LJA SURVEYING” SET FOR THE **POINT OF BEGINNING,** HAVING A SURFACE COORDINATE VALUE OF NORTHING: 10,166,596.15 AND AN EASTING: 3,210,753.67 ;

THENCE, CONTINUING ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 84.20 FEET, AN ARC LENGTH 102.77 FEET, A DELTA ANGLE OF 69°56’07”, AND CHORD WHICH BEARS NORTH 63°53’49” EAST A DISTANCE OF 96.51 FEET, TO A 1/2-INCH IRON ROD FOUND FOR A CORNER ON THE SOUTH LINE OF SAID EXISTING SOUTH RIGHT-OF-WAY OF COUNTY ROAD 405 (VARIABLE WIDTH RIGHT-OF-WAY) AND PROPOSED RIGHT-OF-WAY;

THENCE, SOUTH 82°01’50” EAST ALONG THE COMMON LINE OF SAID REMAINDER OF 10.048 ACRE “TRACT 2” AND SAID EXISTING SOUTH RIGHT-OF-WAY COUNTY ROAD 405, A DISTANCE OF 306.28 FEET, TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED “LJA SURVEYING” SET FOR A CORNER OF THE PROPOSED RIGHT-OF-WAY;

THENCE, NORTH 90°00’00” WEST, CROSSING THE 10.048 ACRE “TRACT 2”, A DISTANCE OF 389.99 FEET, TO THE EXISTING EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 405 AND THE **POINT OF BEGINNING,** AND CONTAINING 0.2130 ACRES (9,277 SQ. FEET), OF LAND, MORE OR LESS;

GENERAL NOTES:

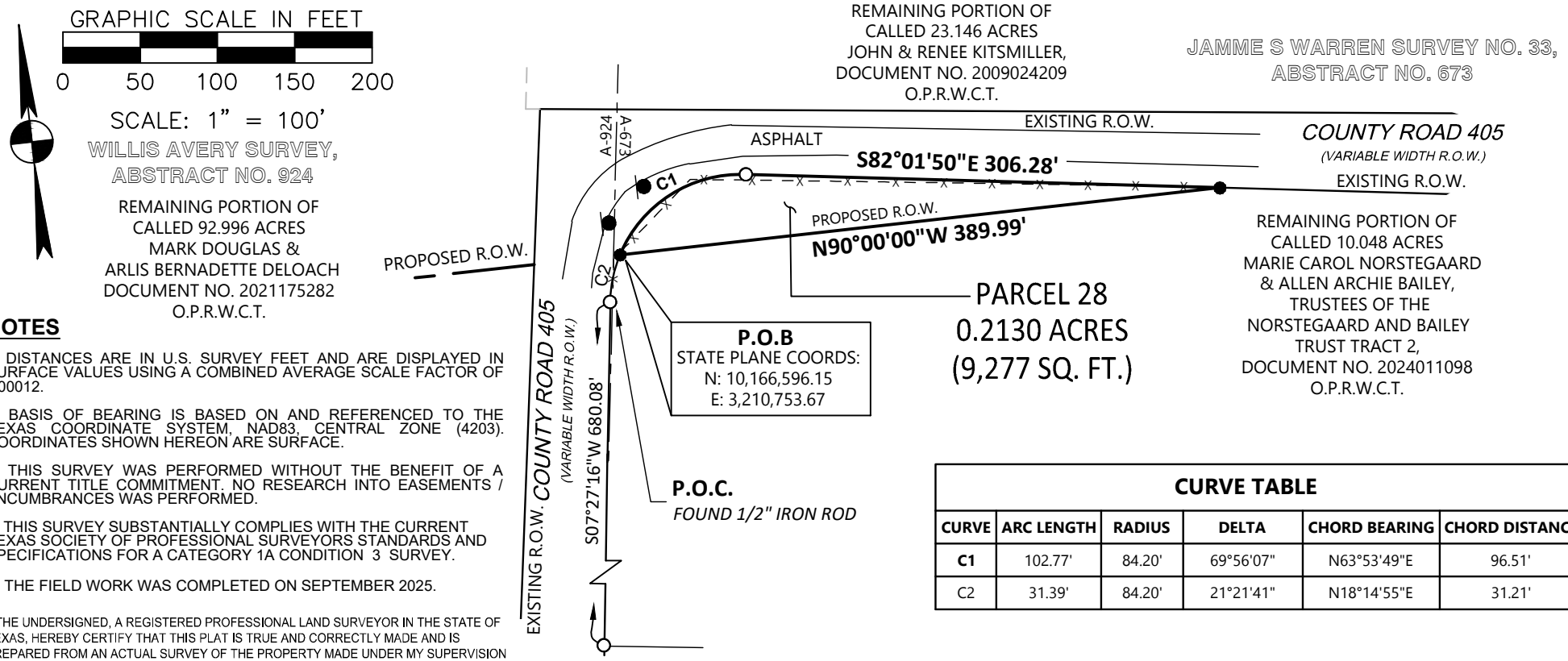
THIS SURVEYOR'S FIELD NOTE DESCRIPTION IS BEING SUBMITTED ALONG WITH A PLAT OF THE HEREON DESCRIBED TRACT.

BEARING BASIS: ALL BEARINGS AND COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT) EPOCH 2010.00. COORDINATES SHOWN ARE IN SURFACE VALUES, AND MAY BE CONVERTED TO GRID BY DIVIDING THE SURFACE FACTOR OF 1.00012. DISTANCES SHOWN ARE IN U.S. SURVEY FEET DISPLAYED IN SURFACE VALUES.

THE FIELD WORK WAS COMPLETED ON SEPTEMBER 2025.

GORDON N. ANDERSON
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6617
LJA SURVEYING, INC.
9830 COLONNADE BOULEVARD SUITE 300
SAN ANTONIO, TX 78230
(210) 503-2700
TBPELS NO. 10194382

DATE: SEPTEMBER 16,2025



NOTES

1. DISTANCES ARE IN U.S. SURVEY FEET AND ARE DISPLAYED IN SURFACE VALUES USING A COMBINED AVERAGE SCALE FACTOR OF 1.00012.

2. BASIS OF BEARING IS BASED ON AND REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD83, CENTRAL ZONE (4203). COORDINATES SHOWN HEREON ARE SURFACE.

3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. NO RESEARCH INTO EASEMENTS / ENCUMBRANCES WAS PERFORMED.

4. THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A CONDITION 3 SURVEY.

5. THE FIELD WORK WAS COMPLETED ON SEPTEMBER 2025.

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	102.77'	84.20'	69°56'07"	N63°53'49"E	96.51'
C2	31.39'	84.20'	21°21'41"	N18°14'55"E	31.21'

STATE OF TEXAS REGISTERED GORDON N. ANDERSON 6617 PROFESSIONAL LAND SURVEYOR

Gordon N. Anderson *Date: SEPTEMBER 16 , 2025*
Registered Professional Land Surveyor No. 6617

LEGEND

○	FOUND 1/2" IRON ROD
✳	SET 5/8" IRON ROD WITH YELLOW CAP STAMPED "LJA SURVEYING"
●	SINGLE SUPPORT SIGN
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS, WILLIAMSON COUNTY, TEXAS

	EXISTING RIGHT OF WAY
	ADJOINER LINE
	PROPERTY BOUNDARY
	PARCEL BOUNDARY
	PROPOSED RIGHT OF WAY
	EDGE OF PAVEMENT
	BARBED WIRE FENCE
	SURVEY LINE

LJA PROJECT NO.	S001-A2291
ADD'L INFO:	
DRAWING NAME:	Parcel-28_Norstegaard
REVISION:	REV DESC:

LJA SURVEYING, INC.
9830 COLONNADE BLVD. Suite 300 SAN ANTONIO, Texas 78230
Phone 210-503-2700
TBPELS Firm No. 10194382

0.2130 ACRES (9,277 SQ. FT.)
SITUATED IN THE JAME S WARREN SURVEY
NUMBER 33, ABSTRACT NUMBER 673
WILLIAMSON COUNTY, TEXAS

TITLE: **CATEGORY 1A LAND TITLE SURVEY**
ACQUISITION EXHIBIT (PARCEL 28)

DWN:	CHK'D	DATE:	SCALE:	PAGE NO:
ATL	GA	09/16/2025	1:100	3 OF 3

Commissioners Court - Regular Session **64.**

Meeting Date: 10/21/2025

Ronald Reagan Segment D Purchase Contract

Submitted For: Don Childs **Submitted By:** Don Childs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a purchase contract with Kay Stone Moriarty and Tonja Kay Jones to acquire 0.1725 AC needed as right of way on the Ronald Reagan Segment D project (Parcel 19).

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	10/14/2025 04:45 PM
Form Started By: Don Childs		Started On: 10/14/2025 04:24 PM
Final Approval Date: 10/14/2025		

REAL ESTATE CONTRACT
Ronald Reagan Boulevard – Segment D

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **KAY STONE MORIARTY and TONJA KAY JONES** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> Fee simple interest in and to all of that certain 0.1725-acre (7,513 square foot) tract of land, out of and situated in the Charles H. Delaney Survey, Abstract No. 181, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 19**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title, and interest of Seller in and to adjacent streets, alleys, or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit A shall be the sum of THIRTY-TWO THOUSAND SIX HUNDRED SEVENTY and 00/100 Dollars ($32,670.00).

2.02. The Purchase Price for the improvements located within the portion of the Property described in Exhibit "A" shall be the sum of TWO THOUSAND THIRTY-TWO AND 00/100 Dollars ($2,032).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before November 10, 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, or the completion of the erosion control construction obligation in Section (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the portion of the Property described in Exhibit A, and, all free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable.

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable"; and

(d) that such other documents required from Seller are prepared at no cost to Seller and do not require Seller to make any additional representations, indemnifications, or promises to Purchaser, the Title Company, or any other person except as otherwise specifically provided in this contract.

(4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation, if any.

Prorations

5.04. General real estate taxes for the then-current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Special Warranty Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively as incurred.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the

Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by the Williamson County Commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11. This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time before November 10, 2025 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed roadway improvement construction project of Purchaser on the Property or other obligations of this Contract, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

[signature page follows]

SELLER:

By: Kay Stone Moriarty
Kay Stone Moriarty

Date: _____

Address: 151 CR 248
Georgetown, TX 78633

By: Tonja Kay Jones
Tonja Kay Jones

Date: 10-14-25

Address: 151 CR 248
Georgetown TX 78633

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Steven Snell
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

County: Williamson
Parcel: 19- KAY STONE MORIARTY AND TONJA KAY JONES
Highway: Ronald Reagan Boulevard

EXHIBIT _____
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.1725 OF ONE ACRE (7,513 SQUARE FEET) PARCEL OF LAND SITUATED IN THE CHARLES H. DELANEY SURVEY, ABSTRACT NO. 181 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 2, BLOCK F, WADE CROSSING PHASE 1, A SUBDIVISION OF RECORD IN CABINET T, SLIDE 61-65 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.), CONVEYED TO KAY STONE MORIARTY AND TONJA KAY JONES IN A GENERAL WARRANTY DEED, RECORDED IN DOCUMENT NO. 2014066789 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 0.1725 OF ONE ACRE (7,513 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch rebar found for a Westerly reentrant corner of said Lot 2 and a common Easterly corner of Lot 4, Block F, said WADE CROSSING PHASE 1;

THENCE South 19°00'20" East, with the Westerly line of said Lot 2 and the common Easterly line of said Lot 4, a distance of 107.06 feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set in the proposed Northerly Right-of-Way (ROW) line of Ronald Reagan Boulevard (Grid Coordinates: N=10,241,480.48, E= 3,090,664.85), 144.92 feet Left of Ronald Reagan Baseline Station 864+34.45, for the **POINT OF BEGINNING** of the herein described tract;

1. **THENCE North 64°52'30" East**, over and across said Lot 2, with the said proposed Northerly ROW line of said Ronald Reagan Boulevard, a distance of **253.95** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set in the Easterly line of said Lot 2 and the common Westerly line of Lot 1, Block F, said WADE CROSSING PHASE 1, 143.51 feet Left of Ronald Reagan Baseline Station 866+88.40, from which a 1/2-inch rebar with cap stamped "DIAMOND SURVEYING" found for a Northeast corner of said Lot 2 and the common Northwest reentrant corner of said Lot 1, bears North 25°26'20" West a distance of 394.79 feet;

2. **THENCE South 25°26'20" East**, with the Easterly line of said Lot 2 and the common Westerly line of said Lot 1, a distance of **28.69** feet to a Calculated Point in the existing Northerly ROW line of Ronald Reagan Boulevard (Variable Width ROW), for the Southeast corner of said Lot 2 and the common Southwest corner of said Lot 1, 114.81 feet Left of Ronald Reagan Baseline Station 866+88.39;

3. **THENCE South 64°33'40" West**, with the existing Northerly ROW line of said Ronald Reagan Boulevard and the common Southerly line of said Lot 2, a distance of **257.34** feet to a 1/2-inch rebar found, for the Southwest corner of said Lot 2, and the common Southeast corner of said Lot 4, 114.84 feet Left of Ronald Reagan Baseline Station 864+31.05;

County: Williamson
Parcel: 19- KAY STONE MORIARTY AND TONJA KAY JONES
Highway: Ronald Reagan Boulevard

4. **THENCE North 19°00'20" West,** with the Westerly line of said Lot 2 and the common Easterly line of said Lot 4, a distance of **30.27** feet to the **POINT OF BEGINNING** and containing 0.1725 of one acre (7,513 Square Feet) of land, more or less.

This property description is accompanied by a separate plat of even date.

This project is referenced for all bearing and coordinate basis to the Texas Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00012.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

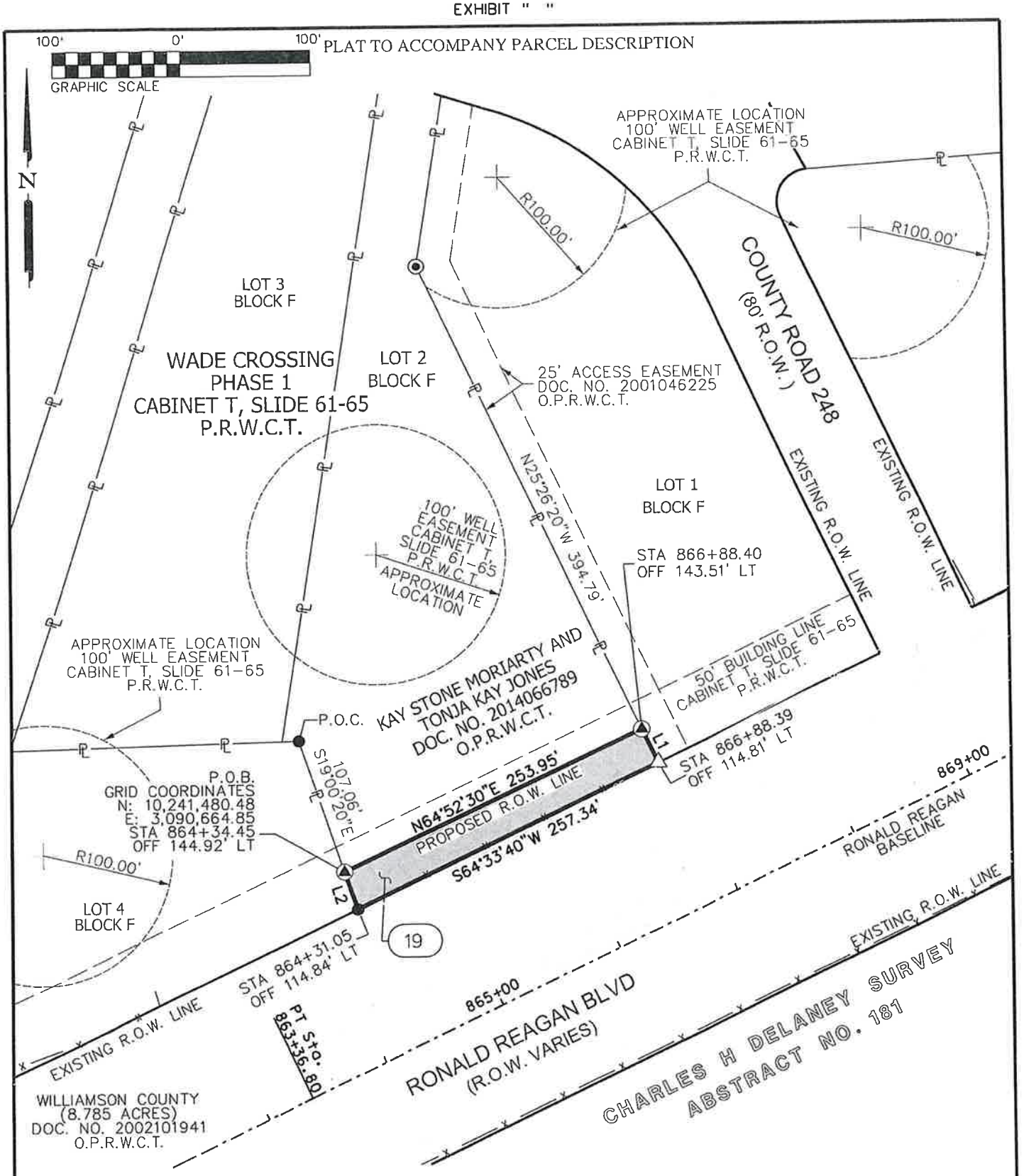
That I, Frank W. Funk, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described was determined by

Frank W Funk 08/13/2025

Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803
Landesign Services, Inc.
FIRM 10001800
10090 W Highway 29
Liberty Hill, Texas 78642

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION



LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

KAY STONE MORIARTY AND TONJA KAY JONES

08/13/2025

PARCEL 19

0.1725 ACRES
7,513 Sq. Ft.

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LINE DATA		
LINE	BEARING	LENGTH
L1	S25° 26'20"E	28.69'
L2	N19° 00'20"W	30.27'

NOTES:

1. BEARINGS SHOWN HEREON ARE ORIENTED TO GRID NORTH. COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 2011 ADJUSTMENT), CENTRAL ZONE [FEDERAL INFORMATION PROCESSING STANDARD (FIPS) 4203].

2. DISTANCES AND AREAS SHOWN HEREON ARE PROJECT SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED SURFACE ADJUSTMENT FACTOR IS 1.00012.

3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PARCEL PLAT.

LEGEND

△	CALCULATED POINT
▲	60D NAIL FOUND
⍋	1/2-INCH REBAR WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS OTHERWISE NOTED)
●	1/2-INCH REBAR FOUND (UNLESS OTHERWISE NOTED)
◉	1/2-INCH REBAR FOUND WITH CAP STAMPED "DIAMOND SURVEYING" (UNLESS OTHERWISE NOTED)
O.P.R.W.C.T	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
( )	RECORD INFORMATION
——℄——	PROPERTY LINE
- - - - - -	SURVEY LINE
P.R.W.C.T	PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS:
WILLIAMSON COUNTY:

THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

FRANK W. FUNK 08/13/2025
FRANK W. FUNK DATE
RPLS 6803

STATE OF TEXAS
REGISTERED
FRANK WILLIAM FUNK
6803
PROFESSIONAL
LAND SURVEYOR

CALLED
2.00 ACRES
87,120 Sq. Ft.

REMAINDER
1.828 ACRES
79,607 Sq. Ft.

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

KAY STONE MORIARTY AND TONJA KAY JONES

08/13/2025

PARCEL 19

0.1725 ACRES
7,513 Sq. Ft.

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

COMMITMENT FOR TITLE INSURANCE PROVIDED BY:

FIRST AMERICAN TITLE GUARANTY COMPANY
GF NO. T-188403
ISSUED: JUNE 25, 2025
EFFECTIVE DATE: JUNE 22, 2025

ONLY THOSE ITEMS LISTED IN SCHEDULE B OF THE ABOVE REFERENCED COMMITMENT FOR TITLE INSURANCE WERE REVIEWED FOR THE PURPOSE OF THE SURVEY. NO ADDITIONAL RESEARCH WAS PERFORMED BY THIS SURVEYOR. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, OR OTHER ENCUMBRANCES WHICH AFFECT THIS SURVEY THAT ARE NOT KNOWN TO THIS SURVEYOR.

THE FOLLOWING RESTRICTIVE COVENANTS OF RECORD ITEMIZED BELOW: CABINET T, SLIDE 61, PLAT RECORDS; DOCUMENT NO.(S) 2000069177, 2000072285, 2001024394, 2003104699, 2004048568, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS

ITEMS 10.2, 10.6 THROUGHT 10.9, 10.12 THROUGH 10.14 ARE NOT A SURVEY MATTER.

10: 1. BUILDING SETBACK LINES AS SHOWN AND/OR DESCRIBED ON PLAT OF RECORDS IN CABINET T, SLIDE 61 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS. (SHOWN HEREON)

3. AN ELECTRIC AND/OR TELEPHONE TRANSMISSION/DISTRIBUTION LINES/SYSTEM EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 643, PAGE 213, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
(DOES NOT AFFECT. OUTSIDE OF SUBJECT TRACT)

4. A WATER LINES EASEMENT GRANTED TO CHISHOLM TRAIL WSC AS DESCRIBED IN VOLUME 837, PAGE 677 CORRECTED IN VOLUME 979, PAGE 295, DEED RECORDS, WILLIAMSON COUNTY, TEXAS; SAID EASEMENT BEING FURTHER ASSIGNED/CONVEYED TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT, BY VOLUME 2168, PAGE 44, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (MAY AFFECT. UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

5. AN UNDERGROUND WATER DISTRIBUTION LINE/SYSTEM EASEMENT GRANTED TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT AS DESCRIBED IN DOCUMENT NO. 2001028839, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (MAY AFFECT. UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

10. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ROADWAY EASEMENT FOR ACCESS OF RECORD IN DOCUMENT NO. 2001046225 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (SHOWN HEREON)

15. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY. (NOTED HEREON)

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

KAY STONE MORIARTY AND TONJA KAY JONES

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

08/13/2025

PARCEL 19

0.1725 ACRES
7,513 Sq. Ft.

SHEET 5 OF 5

DEED

Ronald Reagan Boulevard – Segment D

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 **KAY STONE MORIARTY and TONJA KAY JONES**, 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"):

> Fee simple interest in and to all of that certain 0.1725-acre (7,513 square foot) tract of land, out of and situated in the Charles H. Delaney Survey, Abstract No. 181, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 19**);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: none

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record.

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing,

mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Ronald Reagan Boulevard.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2025.

[signature page follows]

SELLER:

By:_____
Kay Stone Moriarty

By:_____
Tonja Kay Jones

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2025 by Kay Stone Moriarty and Tonja Kay Jones, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

Commissioners Court - Regular Session **65.**

Meeting Date: 10/21/2025

E. Wilco Highway Segment 2 Rule 11 Settlement Agreement

Submitted For: Don Childs **Submitted By:** Don Childs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Rule 11 settlement agreement and an Agreed Final Judgment with Coneen Cantley a/k/a Coneen Brace to acquire 0.528 AC needed as right of way on the E. Wilco Highway Segment 2 project (Parcel 42).

Background

Funding Source: TANS P588

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/14/2025 04:53 PM
Form Started By: Don Childs		Started On: 10/14/2025 04:41 PM
Final Approval Date: 10/14/2025		

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-738-8740 (D) • fax 512-255-8986

adam@scrrlaw.com

October 9, 2025

RULE 11 SETTLEMENT AGREEMENT

Via e-mail dgattis@gattislaw.com
c/o Coneen Cantley a/k/a Coneen Brace

Re: Southeast Loop Roadway Project
Cause No. 23-0018-CC3; *Williamson County, Texas v. Coneen Cantley a/k/a Coneen Brace*; filed in the County Court at Law No. 3 of Williamson County, Texas

Dear Mr. Gattis:

Following up on our recent correspondence, this letter is a Rule 11 Settlement Agreement (the "Agreement") between Williamson County, Texas ("County") and Coneen Cantley a/k/a Coneen Brace ("Owner"), in connection with the project identified herein and the 0.528 acres of land being acquired in fee simple as a part of the Southeast Loop roadway improvements (the "Project"). The terms of this Agreement and the settlement reached are as follows:

1. This Rule 11 Settlement Agreement is for the resolution of the referenced condemnation case brought by Williamson County, Texas.

2. This agreement is contingent on final approval by Condemnor. Condemnor has forty-five (45) days from the Owner's execution of this Agreement to approve this Agreement. If approval is not provided, all terms of this Agreement are null and void.

3. The parties agree to pause the deadlines contained in any Docket Control Order filed in this cause.

4. Condemnor agrees to pay the total compensation of TWO HUNDRED THIRTY-SIX THOUSAND TWENTY AND 00/100 DOLLARS ($236,020.00) in complete settlement of any and all claims which have been or which could have been made by the parties as a result of the events giving rise to the filing of the live petition in this case, including but not limited to, compensation for Condemnor's fee simple acquisition (Parcel 42), described in Exhibit "A" ("Property"), damages to the remainder, if any, and any costs to cure.

5. As additional compensation, the parties agree to execute a Surface Lease Agreement, in the form attached hereto as Exhibit "B" and incorporated herein.

6. Subject to the approval of this Agreement and execution of the Surface Lease Agreement, the parties agree to file an Agreed Final Judgment in the amount of **TWO HUNDRED THIRTY-SIX THOUSAND TWENTY AND 00/100 DOLLARS ($236,020.00)** and in the form set forth in Exhibit "C" attached hereto, to be executed and submitted for entry by the parties within forty-five (45) days following filing of this Agreement with the Court.

    a. The amount of EIGHTY-NINE THOUSAND FOUR HUNDRED TWENTY-FOUR AND 00/100 DOLLARS ($89,424.00) was previously deposited with the court on or about May 16, 2023, pursuant to the written Award of Special Commissioners filed among the papers of this cause on or about March 21, 2023; and

    b. The remaining amount owed by the County is the amount of **ONE HUNDRED FORTY-SIX THOUSAND FIVE HUNDRED NINETY-SIX AND 00/100 DOLLARS ($146,596.00)**. The County will issue payment of the remaining $146,596.00 to Plaintiffs' Counsel by check within sixty (60) days of final entry and execution of the Agreed Final Judgment. The check should be made out to "Dan Gattis, c/o Coneen Cantley a/k/a Coneen Brace." It should be mailed to Defendant's counsel's office located at 213-B West 8th Street, Georgetown, Texas 78626.

If this letter correctly sets forth the terms of our agreement and the settlement reached between County and Owner, please so indicate by having the appropriate persons execute this letter in the space indicated below and return it to my attention. If we need to make alternate arrangements for pickup or collection of the document, just let us know that as well.

Sincerely,

Adam H. Hill
Sheets & Crossfield, PLLC
Attorney for Williamson County, Texas

AGREED AND ACCEPTED:
Coneen Cantley a/k/a Coneen Brace

By: Dan M Gattis
Dan M Gattis (Oct 9, 2025 15:43:21 CDT)
Dan Gattis

Date: Oct 9, 2025

AGREED AND ACCEPTED:
WILLIAMSON COUNTY, TEXAS

By: _____

Its: _____

Date: _____

EXHIBIT "A"

County: Williamson
Parcel No.: 42
Tax ID: R327177
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

August 19, 2022

PROPERTY DESCRIPTION FOR PARCEL 42

DESCRIPTION OF A 0.528 ACRE (22,987 SQ. FT.) PARCEL OF LAND LOCATED IN THE MATHIAS WILBARGER SURVEY, SECTION NO. 15, ABSTRACT NO. 663, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF A CALLED 6.298 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO CONEEN CANTLEY, AKA CONEEN BRACE, RECORDED MARCH 18, 2021 IN DOCUMENT NO. 2021038593, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.528 ACRE (22,987 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8-inch iron rod found 2,046.73 feet right of Southeast Loop Engineer's Centerline Station (E.C.S.) 216+30.32 on the existing north right-of-way line of County Road (C.R.) 139, variable width right-of-way, no record information found, for the southwest corner of said 6.298 acre tract, same being the southeast corner of a called 4.35 acre tract of land described in a deed to Jay M. Glasscock, recorded in Document No. 2010056693, O.P.R.W.C.TX.;

THENCE N 07°46'10" E, with the common line of said 4.35 acre tract, said 6.298 acre tract, and a called 5.097 acre tract of land, described in a deed to Jeff Bassett George and Geraldine Ivey George, husband and wife, recorded in Document No. 2017062412, O.P.R.W.C.TX., a distance of 2,080.13 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,158,662.28, E=3,176,186.55) set 147.00 feet right of Southeast Loop E.C.S 222+27.86 on the proposed south right-of-way line of Southeast Loop, for the southwest corner and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** N 07°46'10" E, departing the proposed south right-of-way line of said Southeast Loop, with the common line of said 5.097 acre tract of land, and said 6.298 acre tract, a distance of 300.07 feet to a calculated point, in the approximate center of Brushy Creek, same being on the south line of a remainder of a called 10.00 acre tract of land, described in a deed to Swindoll Investments LP, recorded in Document No. 2017041967, O.P.R.W.C.TX., for the northwest corner of the parcel described herein;

2) **THENCE** S 58°42'55" E, departing the common line of said 5.097 acre tract and said 6.298 acre tract, with the approximate center of said Brushy Creek, same being the common line of said remainder of a called 10.00 acre tract and said 6.298 acre tract, a distance of 100.47 feet to a calculated point, for the northwest corner of a remainder of a called 22.457 acre tract of land, described in a deed to JC Family Trust, recorded in Document No. 1996058337, O.P.R.W.C.TX., same being the northeast corner of the parcel described herein;

3) **THENCE** S 07°46'10" W, departing the approximate center of said Brushy Creek, same being the remainder of a called 10.00 acre tract and said 6.298 acre tract, with the common line of said remainder of a called 22.457 acre tract and said 6.28 acre tract, a distance of 197.93 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY", set 147.00 feet right of Southeast Loop E.C.S. 223+32.00 on the proposed south right-of-way line of Southeast Loop, for the southeast corner of the parcel described herein, said point being the beginning of a curve to the right;

EXHIBIT "A"

County: Williamson
Parcel No.: 42
Tax ID: R327177
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

4) **THENCE** departing the common line of said 6.298 acre tract and said remainder of a called 22.457 acre tract, with the proposed south right-of-way line of Southeast Loop, and said curve to the right, over and across said 6.298 acre tract, an arc distance of 111.09 feet, through a delta of 02°37'40", having a radius of 2,422.02 feet, and a chord that bears S 63°48'35" W, a distance of 111.08 feet to the **POINT OF BEGINNING**, and containing 0.528 acres (22,987 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on NAD83/2011/NADV88 Texas Coordinate System, Central Zone. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. All coordinated shown are in surface and may be converted by dividing by the same factor. Project units are in U.S. Survey Feet.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

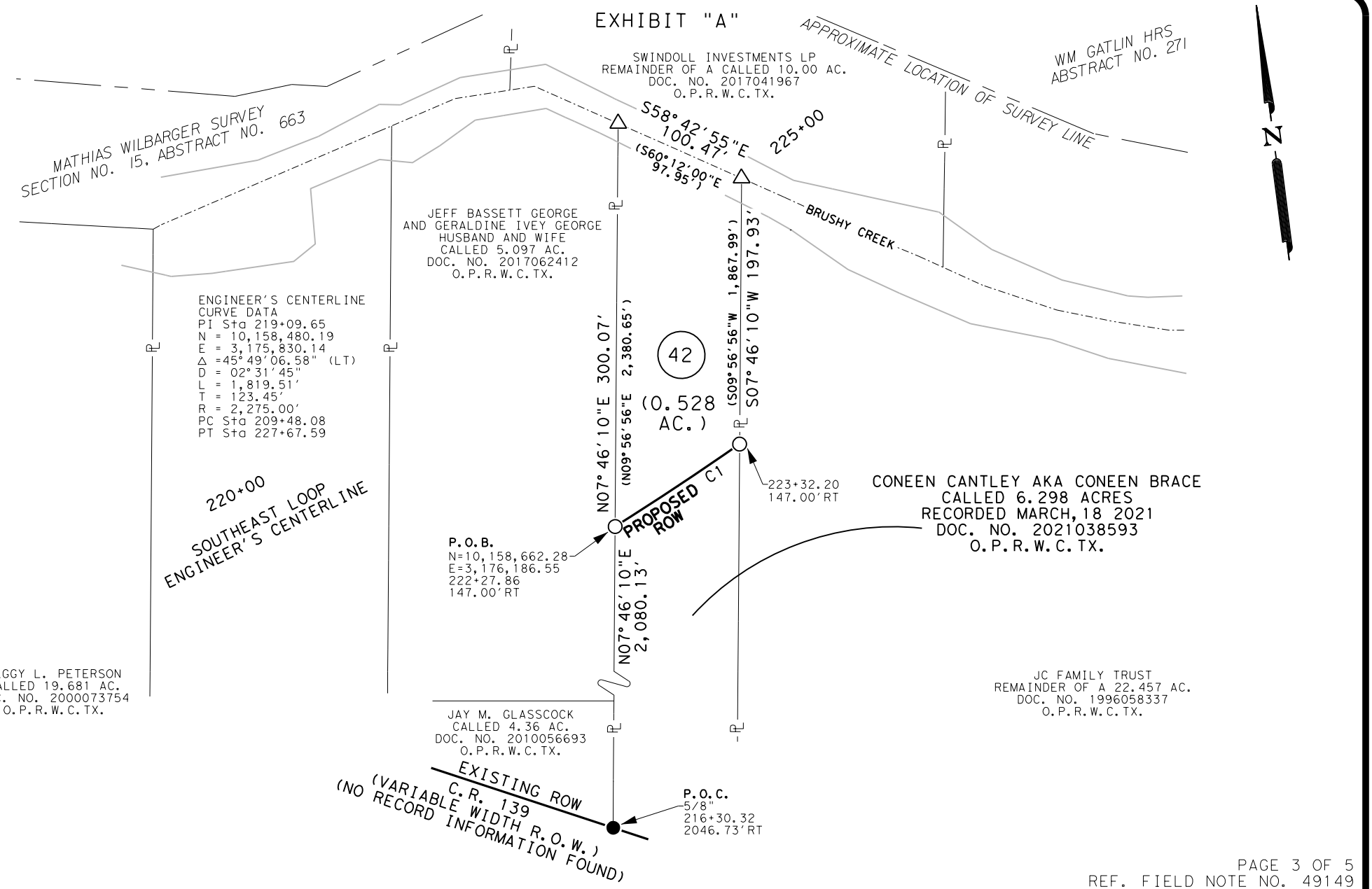
That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

Scott C. Brashear 8/19/2022
Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "A"



REF. FIELD NOTE NO. 49149

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\42\PLAT\00\P-42.dgn

EXISTING	6.298 AC.	ACQUIRE	0.528 AC.	REMAINING	5.770 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
CONEEN CANTLEY
TAX ID: R327177
PARCEL 42
0.528 AC. (22,987 SQ. FT.)

EXHIBIT "A"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-163114, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MAY 4, 2022, AND ISSUED DATE MAY 13, 2022.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS. (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):

1. RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)

2. AN ELECTRIC LINE EASEMENT EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 289, PAGE 419, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO DETERMINE LOCATION, MAY AFFECT)

3. AN ELECTRIC LINE EASEMENT EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 348, PAGE 383, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO DETERMINE LOCATION, MAY AFFECT)

4. A FLOODWATER EASEMENT GRANTED TO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 AS DESCRIBED IN VOLUME 423, PAGE 693, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

5. A ROADWAY EASEMENT GRANTED TO W.E. ROGAN AS DESCRIBED IN VOLUME 424, PAGE 10, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

6. A PIPELINES EASEMENT GRANTED TO LONSTAR GAS COMPANY AS DESCRIBED IN VOLUME 476, PAGE 263, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. SAID EASEMENT AFFECTED BY DOCUMENT RECORDED IN VOLUME 928, PAGE 701, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

7. A WATER PIPE LINE EASEMENT GRANTED TO MANVILLE WATER SUPPLY CORPORATION AS DESCRIBED IN VOLUME 600, PAGE 204, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

8. A WATER PIPE LINE EASEMENT GRANTED TO MANVILLE WATER SUPPLY CORPORATION AS DESCRIBED IN VOLUME 600, PAGE 206, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

9. AN ELECTRIC DISTRIBUTION LINE EASEMENT EASEMENT GRANTED TO CENTRAL TELEPHONE COMPANY AS DESCRIBED IN VOLUME 705, PAGE 844, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO DETERMINE LOCATION, MAY AFFECT)

10. AN ELECTRIC DISTRIBUTION LINE EASEMENT GRANTED TO CENTRAL TELEPHONE COMPANY AS DESCRIBED IN VOLUME 705, PAGE 846, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO DETERMINE LOCATION, MAY AFFECT)

11. A PIPE LINE EASEMENT GRANTED TO MANVILLE WATER SUPPLY CORPORATION AS DESCRIBED IN VOLUME 718, PAGE 27, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
(UNABLE TO PLOT, MAY AFFECT)

12. ALL OF THE OIL, GAS AND OTHER MINERALS, THE ROYALTIES, BONUSES, RENTALS, AND ALL OTHER RIGHTS IN CONNECTION WITH THE SAME, ALL OF WHICH ARE EXPRESSLY EXCEPTED HEREFROM AND NOT INSURED HEREUNDER, AS DESCRIBED IN AN INSTRUMENT RECORDED IN VOLUME 504, PAGE 691 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S).
(UNABLE TO DETERMINE LOCATION, MAY AFFECT)

13. ALL OF THE OIL, GAS AND OTHER MINERALS, THE ROYALTIES, BONUSES, RENTALS, AND ALL OTHER RIGHTS IN CONNECTION WITH THE SAME, ALL OF WHICH ARE EXPRESSLY EXCEPTED HEREFROM AND NOT INSURED HEREUNDER, AS DESCRIBED IN AN INSTRUMENT RECORDED IN VOLUME 517, PAGE 407 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S).
(UNABLE TO DETERMINE LOCATION, MAY AFFECT)

14. ALL OF THE OIL, GAS AND OTHER MINERALS, THE ROYALTIES, BONUSES, RENTALS, AND ALL OTHER RIGHTS IN CONNECTION WITH THE SAME, ALL OF WHICH ARE EXPRESSLY EXCEPTED HEREFROM AND NOT INSURED HEREUNDER, AS DESCRIBED IN AN INSTRUMENT RECORDED IN VOLUME 721, PAGE 177, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S).
(UNABLE TO DETERMINE LOCATION, MAY AFFECT)

15. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

16. THE COMPANY SHALL HAVE NO LIABILITY FOR, NOR RESPONSIBILITY TO DEFEND, ANY PART OF THE PROPERTY DESCRIBED HEREIN AGAINST:
(1) ALL RIGHT, TITLE OR CLAIM OF ANY CHARACTER BY THE UNITED STATES, STATE OF TEXAS, LOCAL GOVERNMENT OR BY THE
PUBLIC GENERALLY IN AND TO ANY PORTION OF THE LAND LYING WITHIN THE CURRENT OR FORMER BED, OR BELOW THE
ORDINARY HIGH WATER MARK, OR BETWEEN THE CUT BANKS OF A STREAM NAVIGABLE IN FACT OR IN LAW.
(2) RIGHT OF RIPARIAN WATER RIGHTS OWNERS TO THE USE AND FLOW OF THE WATER.
(3) THE CONSEQUENCE OF ANY PAST OR FUTURE CHANGE IN THE LOCATION OF THE BED. (LOAN POLICY ONLY)

17. ASSESSMENT OF ROLLBACK OR SUPPLEMENTAL TAXES AGAINST THE LAND, AND ALL INTEREST AND PENALTIES WHICH MAY ACCRUE.

18. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS. (NOTE: THIS ITEM CAN BE DELETED UPON RECEIPT OF AN AFFIDAVIT EXECUTED BY THE SELLER EVIDENCING THERE ARE NOT ANY OUTSTANDING LEASES OR RENTAL AGREEMENTS. IF THE AFFIDAVIT REVEALS UNRECORDED OUTSTANDING LEASES OR RENTAL AGREEMENTS THE EXCEPTION MAY BE MODIFIED TO MAKE SPECIFIC EXCEPTION TO THOSE MATTERS.)

19. ANY VISIBLE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED.

20. ANY PORTION OF SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A DEDICATED OR UNDEDICATED PUBLIC OR PRIVATE ROADWAY.

21. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY. (OWNER'S POLICY ONLY)

REF. FIELD NOTE NO. 49149

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\42\PLAT\00\P-42.dgn

EXISTING	6.298 AC.	ACQUIRE	0.528 AC.	REMAINING	5.770 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
CONEEN CANTLEY
TAX ID: R327177
PARCEL 42
0.528 AC. (22,987 SQ. FT.)

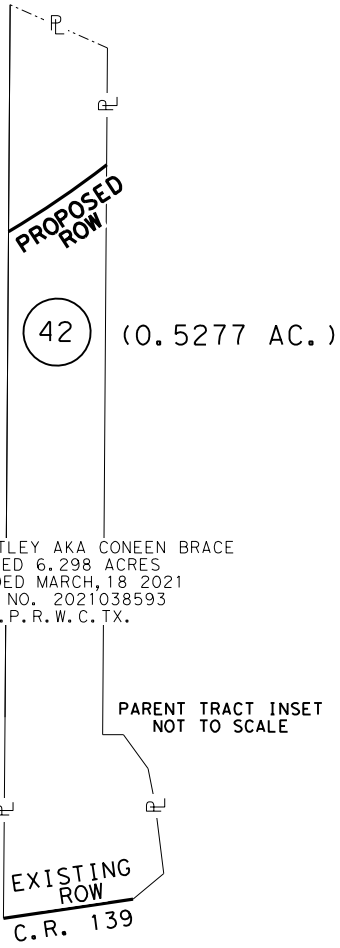
LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
■	TYPE I CONCRETE MONUMENT FOUND
⊡	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
⊙	1/2" IRON PIPE FOUND UNLESS NOTED
▲	80D NAIL FOUND
⊕	MAGNAIL FOUND
◎	SPINDLE FOUND
✖	RAILROAD TIE
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
--/---	DISTANCE NOT TO SCALE
---1--	DEED LINE (COMMON OWNERSHIP)

EXHIBIT "A"

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	02° 37' 40"RT	2,422.02'	111.09'	111.08'	S63° 48' 35"W



NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. T-163114, EFFECTIVE DATE MAY 4, 2022, AND ISSUED DATE MAY 13, 2022. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. SOUTHEAST LOOP ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MIRMIRAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN OCTOBER, 2021.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Scott C. Brashear

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

8/19/2022

DATE

REF. FIELD NOTE NO. 49149

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\42\PLAT\00\P-42.dgn

EXISTING	6.298 AC.	ACQUIRE	0.528 AC.	REMAINING	5.770 AC. RIGHT

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RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
CONEEN CANTLEY
TAX ID: R327177
PARCEL 42
0.528 AC. (22,987 SQ. FT.)

Exhibit "B"

SURFACE LEASE

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

THIS SURFACE LEASE (the "Lease") is made and entered into by and between **WILLIAMSON COUNTY, TEXAS**, hereinafter referred to as "Lessor", and **Coneen Cantley a/k/a Coneen Brace** hereinafter referred to as "Lessee."

In consideration of the rent and the covenants herein contained on the part of Lessee to be kept and performed, the Lessor does hereby lease, demise and let unto the Lessee, and the Lessee hires and rents the SURFACE ONLY, excluding the minerals, of multiple tracts of land containing approximately **0.528 acres**, more or less, situated in Williamson County, Texas, as shown in red on Exhibit "A" attached hereto (the "Premises"), subject to the following terms and conditions:

ARTICLE 1: TERM OF LEASE

The term of this Lease shall be FIVE (5) years, commencing on the date that this Lease is executed by both parties (the "Commencement Date") and terminating FIVE (5) years from said Commencement Date (the "Termination Date"), unless sooner terminated or extended in accordance with this Lease.

Lessee shall be entitled to renew this Lease for additional FIVE (5) year terms at the expiration of each FIVE (5) year term, subject to all of the same provisions stated in this Lease.

ARTICLE 2: RENT; PAYMENT OF RENT

A. **Rent for First Lease Period:** Lessee agrees to pay to Lessor, as rent for the Premises, the sum of $1 for the Lease Term. As an additional form of consideration for said Lease, Lessee agrees to maintain the Premises during the Lease Term, including keeping it mowed and free of garbage or debris.

B. **Place of Payment:** All rental payments must be made payable to Lessor and be hand delivered or mailed to the address provided, in writing, to Lessee by Lessor.

ARTICLE 3: TAXES

Lessee agrees to pay any taxes levied against the crops and personal property and fixtures of Lessee in and about the leased Premises, if any. Ad valorem taxes, if any, shall be assessed and paid in accordance with Texas Tax Code Section 26.11. If any taxes of Lessee are levied against Lessor or Lessor's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

ARTICLE 4: SUBORDINATION

This Lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any debt holder now or hereafter having a security interest in the Premises or any other encumbrances Lessor desires to place on the property.

ARTICLE 5: USE OF PREMISES

Lessee shall use the Premises solely for the purpose of accessing the Premises' Brushy Creek frontage and for agricultural, , or recreational purposes, together with non-commercial recreational activities usually and customarily associated with rural residential property in Williamson County, Texas. Lessee agrees to not use the Premises for any purpose other than the purposes listed or to alter the Premises, including clearing new roads, moving existing fences or erecting any new fences, or locating on the Premises any type of permanent or temporary improvement . Lessor agrees to send a representative to meet with Lessee at the Premises to approve all new fence and gate locations made necessary by Lessor's right of way acquisition for construction of the South East Loop/East Wilco Highway Project improvements and appurtenances (the "Road Project). Lessor understands that Lessee may need to relocate certain fencing off of the Premises to provide adequate fencing for the Premises. Lessee further agrees to not hunt the Premises or allow anyone else to do so. Lessee may not place any animal on the Premises. Lessee shall comply with all Williamson County flood plain rules when exercising its rights under this lease.

ARTICLE 6: UTILITIES

Lessee shall not cause any utility facilities or services to encumber or be located upon the Premises, unless otherwise approved by Lessor in advance and in its sole discretion.

ARTICLE 7: LESSEE'S COVENANTS

Lessee further covenants and agrees as follows:

A. To pay and provide the Rent for this Lease, as it is set out herein; to use the Premises in a careful and proper manner for the use specifically described herein and which does not damage or impair any of Lessor's current or future Road Project improvements and appurtenances or access to same; to commit or permit no waste or damages to the Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; only use the Premises in such a prudent manner so as to preserve and protect the land and soil; to surrender the Premises on expiration or termination of this Lease in at least as good of a condition as the Premises was in on the date prior to Lessee's occupation of the Premises.

B. To maintain the premises and keep it mowed and free of trash and debris.

C. Keep all gates on the Premises closed and locked, ingress to and egress from the Premises being at those places designated by Lessor and provide Lessor with all keys and/or combinations to each gate locking mechanism used by Lessee on the Premises.

D. Lessee assumes the risk of loss on all property and all improvements, including any crops or cattle, which are situated on the Premises. Lessee agrees to maintain at all times during this Lease, the insurance described herein below.

E. Upon termination of this Lease, Lessee agrees that all improvements situated on the Premises, whether such improvements were situated on the Premises prior to this Lease or placed on the Premises during this Lease, shall become the property of Lessor, or, at the option of the Lessor, Lessee, at Lessee's sole expense, shall remove all improvements and debris and restore the surface of the Premises to its original condition provided that Lessee placed such improvements on the Premises during the term of this Lease.

F. At any time without advance notice Lessor may enter the Premises to, inspect construct, reconstruct, widen, maintain, replace, remove and make such repairs to the East Wilco Highway roadway improvements and appurtenances as Lessor may desire at any time and for any duration, and nothing in this lease is intended to limit or otherwise restrict any valid public use of Lessor for the Premises.

G. Lessee agrees that it is solely responsible to cause the Premises and its Leased use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, the Federal Government, the local municipality, the County of Williamson, and the State of Texas and the rules and regulations of the United States Department of Agriculture and the Texas Department of Agriculture. The allocation of responsibility to

Lessee for compliance with said laws, rules, ordinances, development codes or regulations is a material inducement for the parties to enter into this Lease. The costs incurred in causing the Premises and its intended use to be in compliance with said laws, rules, ordinances, development codes or regulations shall be solely borne by Lessee.

H. In the event this Lease is terminated early by Lessor, whether such termination is for cause or otherwise, Lessee shall pay Lessor any and all rents and amounts, on a pro-rata basis, which were incurred and due prior to or as of the date this Lease is terminated. If Lessee has paid any portion of the annual rental amount in advance, Lessor shall return to Lessee, on a pro-rata basis, the proportion of rents that have been prepaid for any unused portion of a lease period.

I. Lessee agrees to maintain the Agricultural Exemption for special valuation with the Williamson County Appraisal District on the remainder property adjacent to the Premises. If this exemption is removed, this lease shall automatically terminate.

ARTICLE 8: LESSOR'S COVENANTS

Lessor covenants and agrees to warrant and defend Lessee in the enjoyment and peaceful use and operation of the Premises during the term of this Lease, subject to the termination rights set forth herein.

ARTICLE 9: INDEMNIFICATION & INSURANCE

A. INDEMNIFICATION OF LESSOR: LESSOR SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM ANY USE OF THE PREMISES OR ANY NEARBY PREMISES USED BY LESSEE OR ANY PART THEREOF; OR CAUSED BY ANY DEFECT IN ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT THEREON; OR IN ANY EQUIPMENT OR OTHER FACILITY THEREIN; OR CAUSED BY OR ARISING FROM ANY ACT OR OMISSION OF LESSEE, OR OF ANY OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, OR BY OR FROM ANY ACCIDENT ON THE LAND OR ANY SURROUNDING PREMISES OR ANY FIRE OR OTHER CASUALTY THEREON, OR OCCASIONED BY THE FAILURE OF LESSEE TO MAINTAIN THE PREMISES IN SAFE CONDITION, OR ARISING FROM ANY OTHER CAUSE WHATSOEVER; AND LESSEE HEREBY WAIVES ON ITS BEHALF ALL CLAIMS AND DEMANDS AGAINST LESSOR FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF LESSEE OR OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, AND HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD LESSOR ENTIRELY FREE AND HARMLESS FROM ALL LIABILITY FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF OTHER PERSONS, AND FROM ALL COSTS AND EXPENSES ARISING THEREFROM. THE TERMS OF THIS INDEMNITY PROVISION SHALL SURVIVE ANY TERMINATION OF THIS LEASE.

B. Lessee agrees to maintain at all times during the Term of this Lease, at Lessee's cost, broad coverage fire, casualty, and a $1,000,000 liability insurance policy on its property and to provide Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up.

ARTICLE 10: DEFAULTS BY LESSEE

In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or covenant set forth in this Lease, and this failure or breach continues for thirty (30) calendar days after a written notice specifying the required performance has been given to Lessee, Lessee shall be in default and Lessor may:

A. enforce specific performance causing Lessee to strictly comply with and perform such term, condition or covenant; or

B. may, but not be obligated to do so, enter the Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due and payable by Lessee to Lessor as additional rent within five (5) calendar days after same is sent to Lessee by Lessor; or

C. terminate this Lease, without liability, by written notice to Lessee, in which event, the Lease hereby created shall terminate on the tenth (10^{th}) day after such notice is given (the "Termination Date") and Lessee shall within such ten (10) day period vacate the Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

Upon the occurrence of any default, Lessor may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Lessee or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

ARTICLE 11: DEFAULTS BY LESSOR

Defaults by Lessor are failing, within thirty (30) calendar days after receiving written notice from Lessee, to comply with any term, condition or covenant set forth in this Lease. In the event that Lessor fails to cure its default within the said thirty (30) calendar days, Lessee may, as Lessee's sole remedy, terminate this Lease.

ARTICLE 12: VOLUNTARY TERMINATION

Lessee may terminate this Lease, without cause or liability, but only upon giving thirty (30) calendar days written notice to the other party and only in accordance with the terms of this Lease. Lessor shall only be entitled to terminate this Lease if there is an event of default as defined herein. Upon the termination of this Lease, Lessee will surrender the Premises peaceably to the Lessor and pay Lessor all rental amounts owing as of the date of termination, on a pro-rata basis, and any other amounts that may be due hereunder as of the date of termination. In the event that Lessor exercises its right to terminate this Lease pursuant to this provision, Lessor shall be obligated to reimburse Lessee, on a pro-rata basis, the proportion of rents, if any, that have been prepaid for any unused portion of a lease period.

ARTICLE 13: INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE

If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease and retake possession of the premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons.

ARTICLE 14: ELECTION BY LESSOR NOT EXCLUSIVE

The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by Lessee shall not act to waive any other additional consideration, rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Lessor in writing.

ARTICLE 15: LIMITATIONS OF WARRANTIES

LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE LEASED PREMISES, INCLUDING, WITHOUT LIMITATION, STRUCTURES, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE LEASED PREMISES, (C) THE SUITABILITY OF THE LEASED PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE LEASED PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LEASED PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE LEASED PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE LEASED PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE LEASED PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE LEASED PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE LEASED PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION.

LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE LEASED PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT AND CONSIDERATION TO BE PAID AND TENDERED FOR LESSEE'S USE OF THE LEASED PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

ARTICLE 16: MISCELLANEOUS PROVISIONS

A. Gender, Number and Headings. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Lease. The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.

B. Place of Performance. This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Williamson County, Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.

C. Terms Inclusive. As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

D. Severability. If any provision of this Lease 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 Lease 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 Lease 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 Lease and be deemed to be validated and enforceable.

E. Governmental Immunity. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor 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.

F. Assignment by Lessee. Lessee may assign any interest granted herein with the prior written authorization and approval of Lessor, which shall not be unreasonably withheld. .

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

H. No Indemnification by Lessor. Lessee acknowledges and agrees that Lessor, that Lessor is not agreeing to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to Lessor indemnifying, holding or saving harmless any other party, including but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.

I. NOTICES. Any notice to be given hereunder shall be in writing and may be affected by personal delivery or in writing by certified mail, return receipt requested, addressed to the proper party, at the following address:

LESSOR: Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

LESSEE: At the address set forth on the signature page below.

J. Compliance with All Statutes and Regulations. Lessee, at its expense, shall ensure compliance with any and all State, Federal, City and Lessor (and any other such regulatory body as may exercise jurisdiction over Lessee and/or the Premises) laws, ordinances, regulations, or rules regarding the erection or installment of any improvements and all permitted activities upon the Premises.

K. Day. Unless otherwise specifically set forth in this Lease, a reference to a "day" shall mean a calendar day and not a business day.

L. Entire Agreement. This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this Lease by direct reference.

EXECUTED to be effective this _____ day of _____, 20_____.

Lessor: WILLIAMSON COUNTY

By: _____
Steven Snell, County Judge

Address: _____
_____, ___ _____

Lessee:

By: _____
C Cantley (Oct 9, 2025 18:07:56 CDT)
Coneen Cantley aka Coneen Brace
Printed Name: Coneen Cantley
a/k/a Coneen Brace
Address: 501 CR 139
Hutto, TX 78634

Exhibit “A”

Exhibit "C"

Southeast Loop – Parcel 33

NO. 23-0018-CC3

WILLIAMSON COUNTY, TEXAS, Condemnor,	§ §	IN THE COUNTY COURT
vs.	§ §	AT LAW NO. THREE
CONEEN CANTLEY aka CONEEN BRACE, Condemnee,	§ §	WILLIAMSON COUNTY, TEXAS

AGREED FINAL JUDGMENT

The parties to this condemnation lawsuit have agreed to compromise and settle all issues herein and request the entry of this Agreed Final Judgment by the Court. It appears to the Court that it has jurisdiction of this matter, the parties have agreed to all provisions contained within this Agreed Final Judgment, and the parties desire to resolve this lawsuit,

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that fee simple title in and to approximately 0.528 acres (Parcel 42) of land in Williamson County, Texas and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "R.O.W."), and additional rights or encumbrances as further described in Plaintiff's Original Petition filed among the papers of this cause on or about January 5, 2023, and any subsequent amendments thereto; be vested to **WILLIAMSON COUNTY, TEXAS**, and its assigns for the construction, reconstruction, realignment, widening, and/or maintaining of improvements to the Southeast Loop roadway improvement project and related drainage, utilities and appurtenances, and to perform associated public use and purposes.

It is further ORDERED that in complete satisfaction of any and all claims which have been made, or which could have been made in this litigation, including both the Property to be acquired and damages, if any, to any remaining property of Condemnee, that Condemnee shall recover from Condemnor the total sum of **TWO HUNDRED THIRTY-SIX THOUSAND TWENTY AND 00/100 DOLLARS ($236,020.00)**, of which total amount the parties agree:

1. The amount of **EIGHTY-NINE THOUSAND FOUR HUNDRED TWENTY-FOUR AND 00/100 DOLLARS ($89,424.00)** was previously deposited with the court on or about May 16, 2023, pursuant to the written Award of Special Commissioners filed among the papers of this cause on or about March 21, 2023; and

2. The amount of **ONE HUNDRED FORTY-SIX THOUSAND FIVE HUNDRED NINETY-SIX AND 00/100 DOLLARS ($146,596.00)** is now due and owing from Condemnor to Condemnee in full satisfaction of this Judgment.

It is further ORDERED that Condemnor shall pay Condemnees the remaining balance of **ONE HUNDRED FORTY-SIX THOUSAND FIVE HUNDRED NINETY-SIX AND 00/100 DOLLARS ($146,596.00)** as full compensation for the condemnation of the Property. Plaintiff shall make such wire transfer, check, or warrant payable to "Dan Gattis c/o Coneen Cantley a/k/a Coneen Brace" and if applicable, deliver such payment to any attorney or employee of Gattis Law Firm, PC, 213-B West 8th Street, Georgetown, Texas, 78626. In the event Condemnee are unable to provide necessary documents or payment information to effectuate payment, or be available to accept payment as directed above, Condemnor may deposit the remaining balance in the registry of the Court to satisfy this Agreed Final Judgment. If the remaining balance is not paid or deposited within sixty (60) days of entry and filing of this Agreed Final Judgment, then statutory interest will accrue on the unpaid balance until paid.

This Agreed Final Judgment incorporates by reference and shall be subject to any terms, conditions, and obligations in that certain Rule 11 Settlement Agreement between the parties for the sale of a portion of the remaining property of Condemnee to Condemnor, and which shall survive the completion and entry of this Judgment.

It is further ORDERED that all costs be assessed against Condemnor.

This Agreed Final Judgment is intended by the parties to fully and finally dispose of all claims, parties, and issues in this lawsuit.

SIGNED this _____ day of _____, 2025.

_____
Judge Presiding

PREPARED BY AND APPROVED AS TO SUBSTANCE AND FORM:

/s/ *Adam H. Hill*
Adam H. Hill
State Bar No. 24115847
adam@scrrlaw.com
Erik Cardinell
erik@scrrlaw.com
State Bar No. 00796304
Don Childs
State Bar No. 00795056
don@scrrlaw.com
512.255.8877
Sheets & Crossfield, P.L.L.C.
309 East Main Street
Round Rock, Texas 78664
Attorneys for Condemnor

WILLIAMSON COUNTY, TEXAS

By:_____
Steven Snell, County Judge

AGREED AS TO SUBSTANCE AND FORM:

GATTIS LAW FIRM, P.C.
213-B West 8th Street
Georgetown, Texas 78626
Telephone: (512) 868-5400
Facsimile: (512) 868-5403

Dan M Gattis
Dan M Gattis (Oct 9, 2025 15:44:22 CDT)

_____

Dan M. Gattis
Texas State Bar No. 00790754
dgattis@gattislaw.com

ATTORNEY FOR CONDEMNEE
CONEEN CANTLEY AND CONEEN BRACE

Commissioners Court - Regular Session **66.**

Meeting Date: 10/21/2025

Executive Session

Submitted For: Don Childs **Submitted By:** Don Childs, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

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

* Discuss the acquisition of right-of-way for Hero Way.
* Discuss the acquisition of right-of-way for E. Wilco Highway Segment 2.
* Discuss the acquisition of real property on Ronald Reagan Blvd for the Long Range Transportation Plan.

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	10/14/2025 04:28 PM
Form Started By: Don Childs		Started On: 10/13/2025 05:02 PM
Final Approval Date: 10/14/2025		

Commissioners Court - Regular Session **67.**

Meeting Date: 10/21/2025

ES Real Property

Submitted By: Becky Pruitt, County Manager

Department: County Manager

Agenda Category: Executive Session

Information

Agenda Item

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 property located at 102 W. 3rd Street, Georgetown, Texas and 303, 307, 311 and 312 S. Main Street, Georgetown, Texas.

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	10/14/2025 03:34 PM
Form Started By: Becky Pruitt		Started On: 10/14/2025 02:56 PM
Final Approval Date: 10/14/2025		

Commissioners Court - Regular Session **68.**

Meeting Date: 10/21/2025

ES Personnel Matters

Submitted By: Becky Pruitt, County Manager

Department: County Manager

Agenda Category: Executive Session

Information

Agenda Item

Discuss the following personnel matters pursuant to Texas Government Code Section 551.074:

a. Duties of the Williamson County Manager.

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	10/14/2025 03:34 PM
Form Started By: Becky Pruitt		Started On: 10/14/2025 02:57 PM
Final Approval Date: 10/14/2025		

Commissioners Court - Regular Session **69.**

Meeting Date: 10/21/2025

ES Litigation matter

Submitted By: Becky Pruitt, County Manager

Department: County Manager

Agenda Category: Executive Session

Information

Agenda Item

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. Discuss legal matters relating to an Amended & Restated Interlocal Lease Agreement between Williamson County and the City of Georgetown for the lease of the County's property located at 8th Street and MLK Boulevard, Georgetown, Texas.

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	10/14/2025 02:56 PM
Form Started By: Becky Pruitt		Started On: 10/14/2025 02:53 PM
Final Approval Date: 10/14/2025		